

**Instrument Prepared By:**

Daniel A. Espino, Esq.  
Weiss Serota Helfman, et al.  
City Attorney  
City of Doral

**Upon Execution Return To:**

Jorge Gomez, P.E.  
Public Works Director  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 3316

Folio Number: 35-3027-041-0001  
Property Address: 3037-3081 NW 82 AVE  
Doral, FL 33122  
County: Miami-Dade

**HARMONIZATION LICENSE AGREEMENT- AMENDMENT**

THIS HARMONIZATION LICENSE AGREEMENT (this "Agreement") is entered into as of this 22 day of June, 2018, by and between Plaza West Warehouse Condominium Association, Inc. ("Licensor"), the owner of a certain property located at 3037-3081 NW 82<sup>nd</sup> Avenue Doral FL, 33122 (Folio #35-3027-041-0001) (the "Property"), and the City of Doral, Florida, (the "City" or "Licensee"), whose address is 8401 NW 53 Terrace, Doral, Florida 33166.

In consideration of the benefits accruing unto the Licensor, and subject to the terms and conditions specified herein, Licensor hereby grants Licensee a license (the "License") on that portion of the Property described in Exhibit "A" (the "Premises"), which is incorporated herein and made a part hereof by this reference.

The Premises may be entered upon, occupied, and used by Licensee for the sole and limited purpose of sloping, grading, tying-in, harmonizing, installing fencing, and/or reconnecting existing features of the Property that are abutting or connected to, and or modified, disturbed, or otherwise impacted by, certain roadway improvements constructed by the City on NW 82<sup>nd</sup> Avenue (the "Roadway Improvements"), together with other incidental purposes related thereto (the "License Purpose").

The License shall commence on the date first written above and shall continue until completion of the Roadway Improvements or December 19, 2019, whichever comes first. Licensee reserves the right to terminate this License earlier upon completion of the License Purpose on the Premises.

Licensee shall be solely responsible for all tasks and costs associated with accomplishing the License Purpose. Licensee may enter the Premises freely to perform the work associated with the License Purpose and shall endeavor to provide advance notice to Licensor and mitigate any impact on Licensor's use of the Property. Licensor shall be required to keep clear the Premises from any vehicles, equipment, or any object, which may impede the City's ability to accomplish the License Purpose. Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth above. Licensee agrees to comply with all applicable laws, rules, codes, and/or other regulation governing construction of the Roadway Improvement, obtain any and all necessary consents or approvals, and to display all permits as required by any law, rule, code, or regulation. Time is of the essence of the Agreement.

Licensor and Licensee represent and warrant to the other that as of the date of this Agreement, the undersigned are duly authorized to execute this Agreement on behalf of Licensor and Licensee, respectively. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto other than the relationship of licensor and licensee.

The making, execution, and delivery of this Agreement by Licensor has been induced by no representations, warranties, or agreements, other than those contained herein. This Agreement is the entire understanding between the Licensor and Licensee, and there are no further or other agreements or understandings, written or oral, between Licensor and Licensee relating to the subject of this Agreement. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Miami-Dade County, Florida. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion hereto.

This Agreement may be executed in one or more counterparts, which when taken together shall be taken as one instrument.

IN WITNESS HEREOF, the Licensor and Licensee have executed this instrument as of the date first above written.

**CITY OF DORAL, FLORIDA**

Licensee

By: *(Signature)*

Its: *CM*

Date: *7.20.18*

\_\_\_\_\_  
Licensor

By: *(Signature)*

Its: *Anky Liu*

Date: *6/22*

Approved as to form and legal  
Sufficiency for the sole use and  
reliance of the City of Doral

*(Signature)*  
Weiss Serota Helfman-Cole & Bierman, PL  
City Attorney