

Instrument Prepared By:

Lorenzo Cobiella, Gastesi, Lopez, Mestre & Cobiella, PLLC.
City Attorney / City of Doral

Folio Number: 35-3030-030-0170

Property Address: 3620 NW 114 Ave
County: Miami-Dade

Upon Execution Return To:

Darlin Perez, PE.
Chief of Engineering
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

HARMONIZATION LICENSE AGREEMENT

THIS HARMONIZATION LICENSE AGREEMENT (this "Agreement") is entered into as of this, 29 day of May, 2026, by and between WT PROP HOLDINGS LLLP ("Licensor"), the owner of a certain property located at 3620 NW 114 Ave, Doral FL 33178 (Folio # 35-3030-030-0170) (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, providing continuity to the curb and gutter, 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 along the property's adjacent roadway corridor ((NW 114th Ave) as per the construction documents for the " Citywide sidewalk improvements phase III" (The Project), 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 work depicted in the attached Exhibit A "Driveway at Miami International Business Park Sec.1" or May 29, 2026, whichever comes first. Licensee reserves the right to terminate this License earlier upon completion of the Licensee 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 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.

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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 Licensee will be responsible for repairing any damage caused by its activities or those of its contractors or agents caused by the Project, provided however that the Licensor shall have the responsibility of notifying the Licensee within forty-eight (48) hours of identifying said damage. Upon notification by the Licensor, the City shall restore the property to a condition, nearly as reasonably practicable to the condition existing immediately prior to the commencement of the Project.

To the fullest extent permitted by Florida law, the Licensee shall indemnify, defend, and hold harmless the Licensor, the Licensor's officers, directors, managers, members, shareholders, employees, agents, representatives, successors, and assigns from and against all claims, demands, causes of action, liabilities, damages, losses, liens, fines, penalties, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to Licensee's entry upon, access to, occupancy of, or use of the Property or Premises in connection with the License Purpose, any death, bodily injury, personal injury, or damage to, loss of, or destruction of real or personal property occurring in or about the Property or Premises to the extent caused by Licensee or any Licensee Party. The performance, nonperformance, condition, maintenance, repair, removal, or completion of any sloping, grading, curb and gutter continuity, tie-in, harmonization, fencing, reconnection, construction, restoration, or related work performed by or on behalf of Licensee. For purposes of this Section, "Licensee Party" means Licensee. If any claim subject to indemnification under this Section is asserted against Licensor, Licensor shall give Licensee reasonably prompt written notice of the claim. Licensee shall assume the defense of the claim with counsel reasonably acceptable to Licensor, unless prohibited by applicable Florida law. Licensor shall not unreasonably withhold, condition, or delay consent to a settlement that fully releases Licensor and the Property and requires only monetary payment by Licensee. This Section shall be construed only to the fullest extent permitted by Florida law. Nothing in this Section requires Licensee to indemnify, defend, or hold harmless Licensor for claims to the extent caused by the gross negligence or willful misconduct of Licensor. To the extent any portion of this Section is construed to require indemnification for Licensor's own negligence in connection with construction-related work, that obligation shall apply only if, and only to the extent, permitted by Florida law, and shall be limited to the greater of the insurance proceeds available for the claim or the total cost of the Project which the parties agree is a commercially reasonable monetary limitation for this Agreement. The obligations in this Section shall survive the expiration, completion, revocation, or termination of this Agreement as to any act, omission, event, condition, claim, lien, violation, injury, damage, or loss arising before or in connection with Licensee's use of the Property or Premises.

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Nothing in this agreement is intended as a waiver of sovereign immunity or an expansion of liability beyond those provided in Florida Statute §768.28.

Insurance Requirements

The Licensee shall maintain, at its sole cost and expense, insurance coverage in full force and effect during the term of this Agreement as follows:

Commercial General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for premises/operations, contractual liability, independent contractors, products and completed operations.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident.

Workers' Compensation Insurance in compliance with the laws of the State of Florida and **Employer's Liability Insurance** with limits not less than \$1,000,000 per accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

Contractors Pollution Liability Insurance with limits not less than \$1,000,000 per claim and aggregate, covering losses arising from pollution conditions caused by construction activities (if not otherwise provided through the Commercial General Liability policy).

All policies, except Workers' Compensation, shall name the Licensor, WT PROP HOLDINGS LLLP., and its officers, directors, employees, and agents as Additional Insureds on a Primary and Non-Contributory basis for both ongoing and completed operations.

The Licensee shall provide a Waiver of Subrogation in favor of the Licensor on all applicable policies.

All insurance shall be issued by insurers authorized to do business in the State of Florida and shall provide for at least thirty (30) days prior written notice of cancellation, non-renewal, or material modification.

Licensee shall require all contractors and subcontractors performing work on the Premises to maintain insurance meeting these requirements and shall be responsible for verifying such coverage.

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. In the event of litigation, the prevailing party shall be entitled to Attorney's Fees. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of

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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.

Date: 06/09/2026

[Signature]

Witness

Licensor

Its:

[Signature]
Witness

NOTARY STATEMENT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this JUNE 9, 2026 (date), by FRANCISCO CELEDON (name), who is personally known to me or who has produced _____ (type of identification) as identification.

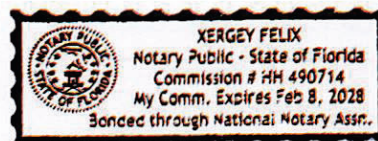
[Signature]

Notary Public

Printed Name: XERGEY FELIX

My Commission Expires:

FEB. 8, 2028



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CITY OF DORAL, FLORIDA



Zeida Sardiña, City Manager

ATTEST:



Connie Diaz, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

**Approved as to form and legal
Sufficiency**



Lorenzo Cobiella
Gastesi, Lopez, Mestre & Cobiella, PLLC.