LICENSE AGREEMENT

CITY OF STUART, FLORIDA
LICENSE AGREEMENT FOR COLAB KITCHEN, LLC

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of _____, 2019 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and CoLab Kitchen, LLC, a Florida Limited Liability Company, 100 SE Martin Luther King Jr. Boulevard, Stuart, Florida 34994, hereinafter the "Licensee."

WHEREAS, the City owns certain lands located within the corporate limits of Stuart, Florida, described in the location map attached as Exhibit "A", which shall hereinafter be called the "Subject Property."

WHEREAS, the Licensee desires to operate a hydroponic growing facility (consisting primarily of poles, shade cloth, hydroponic towers, and irrigation) on the Subject Property.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate and operate a hydroponic growing facility on the Subject Property, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.

2. As consideration to the City for the granting of this license, the Licensee shall pay the sum of $408.61 each month, as determined by Exhibit "C" attached, commencing upon June 1, 2019.

3. Licensee shall pay by electronic funds transfer ("EFT") to the bank depository named in writing by the City, on or before the first *day of* each month, in advance, and shall be delinquent on the 5th day of the month.

4. The monthly license fee shall increase by 2.5 percent, per year.

5. In consideration for a reduction in the monthly license fee, the licensee shall conduct at least 10 on-farm and 5 class room-based free educational events, 2-3 hours each.

6. The term of this Agreement shall be from June 1, 2019 until September 30, 2021 and may be revoked by the City with twenty-four (24) months written notice, provided the City may revoke this agreement with twelve (12) months written notice upon its payment to the Licensee of an early revocation fee of $4,089.36;

or for material breach of this Agreement, as determined by a court of competent jurisdiction.

7. Notwithstanding the provisions of Section 6, above, the Licensee may, at its sole option, terminate this Agreement at any time.

8. Upon termination or upon expiration of this License, the Licensee shall forthwith remove all improvements and restore the site to at least as good a condition as prior to its occupancy.

9. The Licensee shall maintain the site depicted in Exhibit "A" and shall prevent undesirable weeds; maintain healthy produce plants; maintain hydroponic towers and shade cloths; maintain proposed fencing and landscaping.

10. For the purposes of this Agreement, "Neglect" shall mean a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, the City may deem all improvements made by the licensee to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.

11. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.

12. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million ($1,000,000) Dollars per Individual, and Two Million ($2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of this Agreement. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.

13. Licensee shall, at all times, be in compliance with the City's Land Development Code as it pertains to Urban Farms.

14. The prevailing party to any litigation to enforce the terms of this License Agreement shall be entitled to reasonable attorney's fees and costs at all trial and appellate levels. Prior to any litigation, each party shall submit, at the request of the other party, to non-binding mediation by a mutually agreed upon certified mediator, to resolve any disputes regarding the interpretation *or* enforcement of this License Agreement. In the event that the parties are not able to mutually

agree upon a mediator within two weeks of the request to mediate, either party may contact the Chief Judge of the Circuit Court in and for Martin County and request the appointment of a neutral mediator.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

CITY:

CITY OF STUART, FLORIDA

_____

Davod Dyess, City Manager

APPROVED AS TO
FORM AND CORRECTNESS:

_____

Michael J. Mortell, City Attorney

LICENSEE:

COLAB KITCHEN, LLC,
a Florida Limited Liability Company

By: TYCHE HOLDING CO., LLC
a Florida Limited Liability Company, its manager

By: _____
Pamela H. Alexander, Managing Member

EXHIBIT "A"

