

LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of this ____ day of _____, 2017, between the **Village of Greenhills, Ohio**, an Ohio municipal corporation, 11000 Winton Road, Greenhills, Ohio 45218 ("Licensor") and **Village Gate, LLC**, ___ 201 Ansin Boulevard Hallandale, Florida 33009 ("Licensee").

RECITALS:

A. Licensor owns the land, a portion of which is vacant along Ingram Road, known as Hamilton County, Ohio Auditor's parcel no. 597-0010-0005 ("Property").

B. Licensee has requested permission from Licensor for access to and use of **only a portion of the Property** along the eastern side of Winton Road, as described in Exhibit "A" and depicted on the drawing marked Exhibit "B" both of which are attached hereto and made part hereof ("Licensed Property").

C. Licensee has requested that Licensor permit certain use and access to the Licensed Property and Licensor is agreeable to do so only under the following certain conditions.

D. These RECITALS are an integral part of this Agreement.

1. For One Dollar (\$1.00) and other valuable consideration, Licensor hereby grants to Licensee the exclusive right and privilege to the use of the Licensed Property, as of the date of the signing of this License Agreement, to install, construct, and maintain a Sign, the dimensions of which shall be 15 feet by 3 feet as further approved by Licensor, and to be located on the Licensed Property, as described herein.

2. The License granted under this Agreement shall benefit a portion of the property, as described herein and owned by Licensee, which property is more fully described in Exhibit "C" attached hereto, and which is known as Hamilton County, Ohio Auditor's parcel no. 597-0030-0089 & 0204 (the "Licensee Property").

3. Licensor shall retain the right to access to the Licensed Property. Licensor and its successors and assigns shall have full right and privilege to use the Licensed Property for any and all purposes; provided that Licensor shall not unreasonably interfere with the rights granted to Licensee hereunder. Licensor shall have the right to remove anything that Licensee installs that is a non-authorized use of the Licensed Property, including, but not limited to pavement, landscaping, lawn and plantings that interfere or obstruct Licensor's use of its surrounding property. .

4. Licensee shall be permitted to install and shall properly maintain the Sign and any landscaping, plantings, and lawn authorized by Licensor to be placed on the Licensed Property, and

Licensee shall not construct any other permanent structures, nor shall Licensee permit any permanent structures, such as paved pathway, etc. to be erected on the Licensed Property.

5. Should Licensee fail to properly maintain the Sign, and/or the surrounding area in the Licensed Property, and such failure impairs Licensor's ability to access and use the Licensed Property or causes a danger to the health, safety or welfare of the Licensor or its residents, and/or if for any reason, should Licensor determine that the Sign and any other Licensee improvement(s) should be removed from the Licensed Property, and upon written notice to Licensee, Licensee does not remove any improvement(s), Licensor may remove Licensee's Sign and improvements without further notice and assess Licensee with the cost of the removal. Further, in the event that Licensor performs any required maintenance of the Licensed Property, it shall be entitled to be reimbursed for its reasonable costs incurred in doing so from the Licensee.

6. This Agreement is exclusive to the Licensee and shall not be binding upon Licensor to benefit any subsequent heirs, successors or assigns of Licensee without the prior written consent of Licensor, with such consent not to be unreasonably withheld. Licensee shall disclose to any future purchaser/occupant of Licensee's Property that the Licensed Property is not part of Licensee's Property, as more specifically set forth in No. 10 below.

7. Licensee, its successors, heirs, and assigns, shall indemnify and hold Licensor harmless from and against any and all damages, losses, judgments, costs and expenses, including reasonable attorney fees, incurred by or imposed upon Licensor or the Licensed Property, directly or indirectly, resulting from, or in any way connected with any maintenance, construction, installation, entry upon or activity conducted on the Licensed Property, pursuant to this License Agreement, by Licensee or his successors, heirs, assigns, agents, invitees, trespassers, or contractors.

8. Licensee, its successors, heirs, and assigns, shall indemnify and hold Licensor harmless, from and against any and all damages, losses, judgments, costs and expenses, including reasonable attorney fees, that are not caused or created by the negligence of Licensor, its successors, assigns or contractors, and that are incurred as the result of Licensor's activity on the Licensed Property, including, but not limited to maintenance, installation of utilities, excavation or access by Licensor, its successors, assigns or contractors, of and to the Licensed Property.

9. The cost of casualty and liability insurance, and the removal and/or relocation, and repair, if necessary, of the Sign and any improvements as described herein shall be borne by Licensee, its successors, heirs, and assigns.

10. This License Agreement applies to only the Licensee, and shall expire and be void and revoked in the event that the Licensee's permitted use of the Licensed Property, as set forth herein, terminates. This License Agreement shall terminate and shall be automatically revoked immediately upon the sale, transfer, and conveyance of the Licensee Property in an arm's length sale or in the event of a judicial proceeding divesting Licensee of title to Licensee's Property unless Licensor provides prior written consent for the continued operation of this License Agreement for the benefit of any successor, heir, or assign of Licensee, with such consent not to be unreasonably withheld.

11. The License herein granted shall be subject to all regulations and law now in force or hereafter effective relating to the construction, maintenance, operation, discontinuance or abandonment of Licensee's improvements, and this License may be unilaterally revoked at any time by Licensor, upon seven days written notice to Licensee, his successors, heirs, or assigns. Exercise of such notice shall be completed by placement of notice in regular U.S. Mail to the occupant of _____.

12. Any reference to successors, heirs, and assigns of Licensee has a narrow interpretation and shall not be construed to extend the exclusive privileges granted herein, or to negate the future revocation of this License as set forth in Nos. 10 and 11 above.

13. This License Agreement is not transferable and DOES NOT apply to the replacement of or the installation of a **new and different** sign. Approval will need to be obtained through the governmental process in effect at the time of the request.

14. This License Agreement shall not be recorded.

IN WITNESS WHEREOF, the parties have executed this License Agreement effective on the day and year first above written.

VILLAGE OF GREENHILLS, OHIO. Licensor

By: _____
Evonne Kovach, Municipal Manager

VILLAGE GATE, LLC, Licensee

By: _____

Print name and Title

APPROVED AS TO FORM:

By: _____
Jeffrey D. Forbes, Law Director

This instrument prepared by: Wood & Lamping, LLP.

Exhibit A

Licensed Property

Description

FOR THE SHOPPING CENTER GROUND MOUNT SIGN TO BE LOCATED ALONG WINTON ROAD:

The Village of Greenhills will provide a plot of land with an area measuring 21 feet by 9 feet. This size is adequate to include the constructed sign surrounded by required landscaping.

The sign itself measures 15 feet by 3 feet.

The western edge of the 21' x 9' plot should be located 15 feet from the curb running along the eastern side of Winton Road. The northern edge of the 21' x 9' plot should be set back 8 feet from the southwestern corner of the Eswin parking lot.

These measurements are depicted on the attached aerials, but are not drawn to scale.

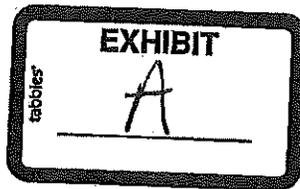


Exhibit B

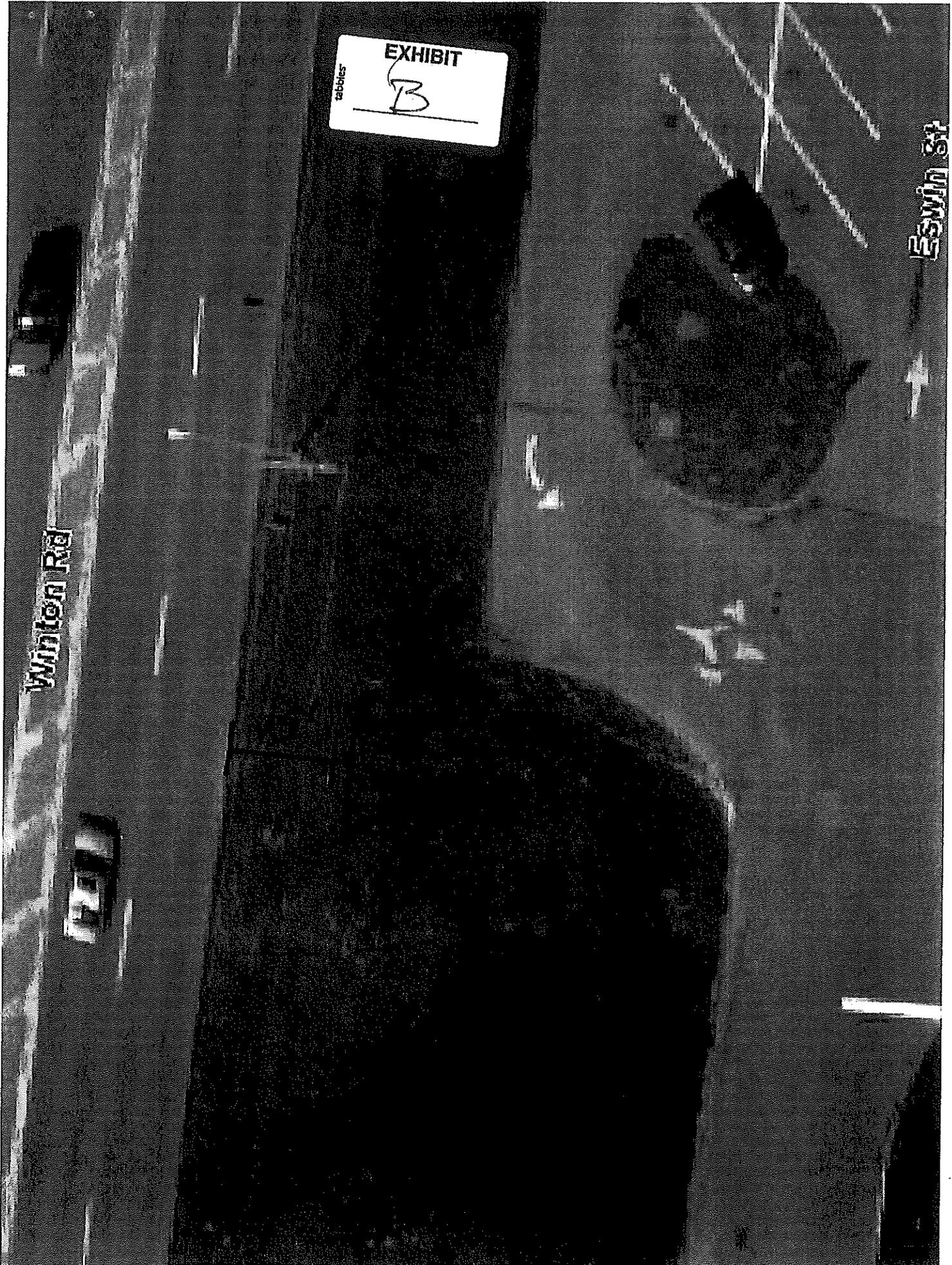
Depiction of Licensed Property

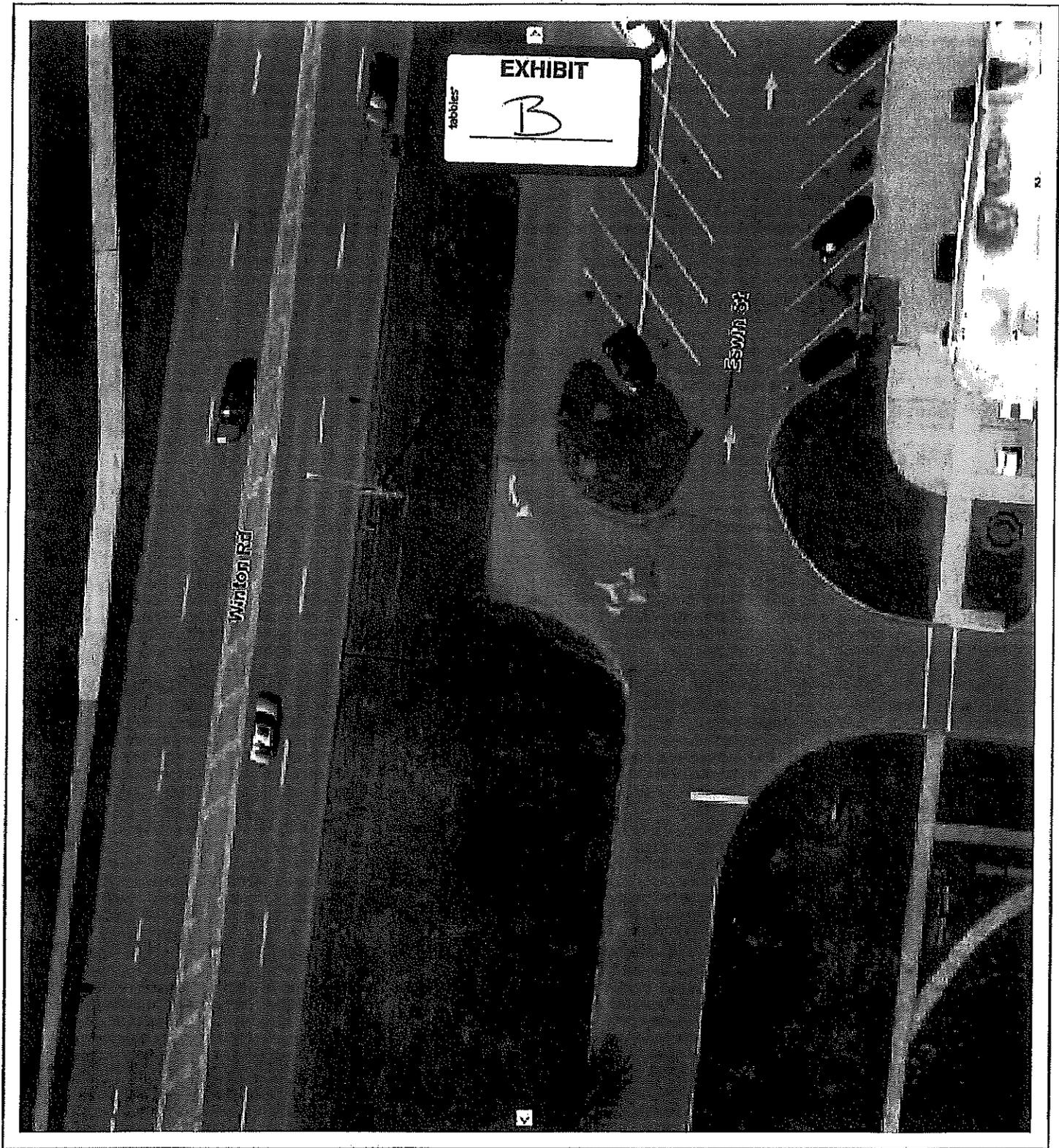
EXHIBIT
B

tabbies

Winton Rd

Eswin St





Shopping Center signage



Hamilton County  Ohio

Printed: Jul 26, 2017 ©CAGIS

Exhibit C

Licensee's Property

Convey number: 105377
 Deed number: 16-379970
 Instr. number: 16-302823
 Transfer date: 03/31/2016
 Sec. 319.202 R.C.
 Sec. 322.02 R.C.
 Duesy Rhodes
 Hamilton County Auditor
 Sales amount: 115000.00
 003 - Transfer Fee: 1.00
 050 - Permissive Fee: 2300.00
 202 - Conveyance Fee: 1150.00
 Fee total: 3451.00

Wayne Coates
 Hamilton County Recorder's Office
 Doc #: 16-27932 Type: DE
 Filed: 03/31/16 02:47:13 PM \$28.00
 Off.Rec.: 13135 01501 F D2 2 443



General Warranty Deed

Samuel Huttenbauer, Jr., widowed and unremarried and Karen R. Hirshberg Trustee of the A. Walter Hirshberg Family Trust, u/t/a dated March 22, 1979 as amended and restated April 6, 2001, for valuable consideration paid, grant with general warranty covenants to Village Gate, LLC, an Ohio Limited Liability Company, whose tax mailing address is 2201 Stirling Road, #102, Fort Lauderdale, FL 33312 the real property described as follows:

Parcel 1

Situated in Section 23, Town 3, Entire Range 1, in the Village of Greenhills, County of Hamilton and State of Ohio, and known, bounded and described as follows:

Beginning at the intersection of the northerly line of Endicott Street and the Westerly line of Enfield Street; thence North 85 degrees 47 minutes 53 seconds West along the northerly line of Endicott Street, 371.67 feet; thence along a curve deflecting to the right, having a radius of 20.00 feet; a distance of 31.42 feet (the chord of said curve bearing North 40 degrees 47 minutes 53 seconds West, 28.28 feet) to a point in the easterly line of Eswin Street; thence North 4 degrees 12 minutes 07 seconds East along said easterly line, 545.83 feet; thence South 85 degrees 47 minutes 53 seconds East, 105.32 feet; thence North 4 degrees 12 minutes 07 seconds East, 1.40 feet; thence south 85 degrees 47 minutes 53 seconds East 36.14 feet; thence North 4 degrees 12 minutes 07 seconds East 85.77 feet to a point in the southerly line of Enfield Street; thence South 85 degrees 47 minutes 53 seconds East along said southerly line 47.00 feet; thence South 4 degrees 12 minutes 07 seconds west, 112.84 feet; thence North 85 degrees 47 minutes 53 seconds West, 31.46 feet; thence South 4 degrees 12 minutes 07 seconds West, 440.55 feet; thence South 85 degrees 47 minutes 53 seconds East, 196.77 feet; thence South 35 degrees 36 minutes 26 seconds East 59.19 feet to a point in the westerly line of Enfield Street; thence South 4 degrees 12 minutes 07 seconds West along said westerly line, 54.14 feet to the place of beginning.

Parcel No. 597-30-89 *3.204 cont*

Parcel 2

Situated in Section 23, Town 3, Entire Range 1, Springfield Township, in the Village of Greenhills, Hamilton County, Ohio, and being more particularly described as follows:

Begining at a point in the southerly line of Enfield Street at the end if the curve, having a radius of 10 feet, commencing said southerly line with the easterly line of Eswin Street; thence South 85 degrees 47 minutes 53 seconds East, along the southerly line of Enfield Street, 131.46 feet; thence South 4 degrees 12 minutes 07 seconds West 85.77 feet; thence North 85 degrees 47 minutes 53 seconds West, 36.14 feet; thence South 4 degrees 12 minutes 07 seconds West, 1.40 feet; thence North 85 degrees 47 minutes 53 seconds West, 105.32 feet to a point on the easterly line of Eswin Street; thence North 4 degrees 12 minutes 07 seconds East along said easterly line, 77.17 feet; thence along a curve deflecting the right, having a radiius of 10.00 feet, 15.71 feet (the chord of said curve bearing North 49 degrees 12 minutes 17 seconds East, 14.14 feet) to the place of beginning.

Parcel No. 597-30-195

Property Address: 20 - & 44 Eswin Street, Cincinnati, OH 45218

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 3/31/16 03

CAGIS - By Prior

There are excepted from the general warranty covenants and the property is conveyed subject to easements, conditions, public highways, restrictions of record and taxes and assessments not yet due and payable.

Prior Deed Reference: Volume 10717, page 1137, and Volume 5633, page 339, and Volume 5633, page 1616 of the Official Records of Hamilton County, Ohio.

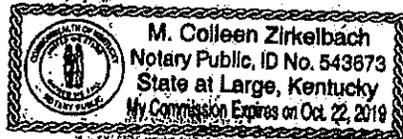
In Witness whereof, Samuel Huttenbauer, Jr., widowed and unremarried and Karen R. Hirshberg Trustee of the A. Walter Hirshberg Family Trust, u/t/a dated March 22, 1979 as amended and restated April 6, 2001, has hereunto set their hand, this 28th day of March 2016

Samuel Huttenbauer, Jr.
Samuel Huttenbauer, Jr.

Karen R. Hirshberg
Karen R. Hirshberg Trustee of the A. Walter Hirshberg Family Trust, u/t/a dated March 22, 1979 as amended and restated April 6, 2001

State of Kentucky
County of Kentown

The foregoing instrument was acknowledged before me, this 29th day of March, 2016, by Samuel Huttenbauer, Jr., widowed and unremarried.



[Signature]
Notary Public
Comm. Exp. _____

State of Florida
County of Duval

The foregoing instrument was acknowledged before me, this 28th day of March, 2016, by Karen R. Hirshberg Trustee of the A. Walter Hirshberg Family Trust, u/t/a dated March 22, 1979 as amended and restated April 6, 2001, as such Trustee and on behalf of said Trust.

[Signature]
Notary Public
Comm. Exp. _____

This instrument was prepared by:
Terrance R. Monnie, Attorney at Law
211 Grandview Drive, Suite 101
Ft. Mitchell, KY 41017
TMT File No.: 2016013091 | VillageGate, LLC
Return to! Box D-2

