

## DEBRIS LICENSE AGREEMENT

The Debris License Agreement (“Agreement”) is made and entered into as of March 15, 2020 (“**EFFECTIVE DATE**”) by and between TGC BPW South LLC (“**Graham**”) and the Town of Miami Lakes, a Florida municipal corporation (“**Town**”).

### RECITALS

- A. Graham is the owner of numerous properties located within Miami Lakes, Miami Dade County, Florida, including that certain 7.8-acre parcel of real property described as FOLIO # 32-2022-001-0520, located south of Graham Dairy Lake (“**Initial Property**”).
- B. The Town has requested that in the event of hurricane Graham permit the Town to temporarily use property of Graham for the purpose of receiving, storing and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town.
- C. Graham has agreed that in the event of a hurricane, subject to the terms and conditions of this agreement, Graham will provide limited license to the Town for the purpose of receiving, storing, and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town.

**NOW THEREFORE**, in consideration of TEN and NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference as if set forth at length.
2. **Limited License.** Graham hereby agrees, subject to the terms and conditions of this Agreement, that for a period ending October 31<sup>st</sup>, 2020, in the event of a hurricane, Graham will provide a limited license(s) (“**License**”) to the Town for the use of the Initial Property (or other property made available to the Town by Graham instead of the Initial Property, at the discretion of Graham) for the purpose of receiving, storing and processing (including reduction by grinding and/or burning) debris resulting from a hurricane in connection with post hurricane cleanup by the Town (the property made available to the Town for the purpose set forth above shall be referred to as the “**Licensed Property**”). The License will be made available to the Town without payment of a license fee. The License will commence upon request by the Town to Graham following a hurricane. Any License under this Agreement will terminate, and the debris removed by November 30<sup>th</sup>, 2020. Notwithstanding anything herein to the contrary, this Agreement shall not create any interest in any parcel of property owned by Graham, whether a limited License is provided hereunder or not.
3. **Use of Licensed Property Limited to the Town.** The use of any License hereunder shall be for the benefit of the Town only for the purposes of the activates of the Town in connection

with hurricane cleanup activities. The License shall not permit the general public to use the Licensed Property for any purpose whatsoever.

4. **Site Cleanup by Town.** Prior to the expiration of any License hereunder, the Licensed Property shall be cleaned by the Town and restored to the condition existing prior to the hurricane. All debris, material and vegetation shall be removed from the Licensed Property by the Town. If required by Graham, the Licensed Property will be graded and seeded with surface laid grass acceptable to Graham. The cleanup obligation set forth herein shall survive termination of this Agreement.

5. **Environmental Testing.** Prior to use of the License Property, the Town will conduct environmental testing as required by applicable law. After cleanup of the Licensed Property, the Town, as its sole cost and expense, will have environmental testing and environmental studies performed to the satisfaction of Graham to assure Graham that the Licensed Property is free and clear from all environmental contamination of substances resulting from the use of the License.

6. **Liability of Town.** The Town hereby agrees to indemnify and hold Graham harmless from and against any and all claims, liability, liens, costs, losses, damages, expenses and demands, including reasonable attorneys' fees and costs at trial and all appellate levels, arising out of, or directly caused by, the use of the Licensed Property by the Town, its contractors, agent or employees, including, but not limited to, any claims, liability, liens, costs, losses, damages, expenses and demands resulting from third-party claims relating to injury or death to persons, or loss of or damage to property. The town or his contractor shall maintain at least \$2,000,000.00 of liability insurance naming Graham as an additional insured and provide evidence thereof to Graham prior to the use of the license. The Town shall be responsible for any deductible under said liability insurance. With respect to the liability of the Town hereunder, the Town hereby waives sovereign immunity to the extent permitted by applicable law. In addition, the Town shall be responsible for, and shall indemnify and hold Graham harmless from any environmental contamination of the License Property in connection with the use of the License Property pursuant to a License. The provision set forth herein shall survive termination of this Agreement.

7. **Agricultural Exemption.** The Initial Property and any other property made available for a License hereunder is used for agricultural purposes and is classified as agricultural property for real estate tax purposes. Any License hereunder shall be used in such a manner, and subject to the provision that, the agricultural tax classification for the property remains. The Town will coordinate with Graham in connection with agricultural use of the Property. The Town shall indemnify Graham for any increased real estate tax resulting from the use of a License hereunder.

8. **Nuisance/Compliance with Laws.** The Town shall, in no way disrupt, impede, annoy, infringe, or commit an act that may be to the detriment of Graham or Graham's tenants, their customers, employees, invitees or any other persons coming onto the License Property. The Town Shall be responsible for obtaining all required approvals and permits and shall only use the License Property in compliance with all applicable laws, rules and regulations.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this agreement on this \_\_\_\_ day of March, 2020.

**THE GRAHAM COMPANIES**  
a Florida corporation

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

**THE TOWN OF MIAMI LAKES**

Witnesses:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Attest: \_\_\_\_\_

(Tenant's Corporate Seal)