

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Revocable License for Bob Swayman for Installation & Maintenance of Nine Private Parking Stalls in Melrose Park**

Approved Comm. Mtg. on **JANUARY 8, 2013**

CAM# 13-0076

ITEM: ☒ **M-5**

Routing Origin: ☒ **CAO** ☐ **ENG.** ☐ **COMM. DEV.** ☐ **OTHER**

Also attached: ☒ copy of CAR ☒ copy of document ☐ ACM Form ☒ 3 originals

By: LB forwarded to: **MARYANN JOHNSTON, PUBLIC WORKS ENGINEERING**

Initials

1.) Approved as to Content: [Signature]

Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO

Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature]

Finance Director

Date: 2.8.13

Amount Required by Contract/Agreement \$ N/A

Funding Source: N/A

Dept./Div. PBS/ENG

Index/Sub-object N/A

Project # N/A

3.) City Attorney's Office: Approved as to Form:# 3 Originals of each to City Mgr. By: **CARRIE SARVER**

Carrie Sarver [Signature]

4.) Approved as to content: Assistant City Manager:

By: _____

Stanley Hawthorne, Assistant City Manager

By: _____

Susanne Torriente, Assistant City Manager

2013 FEB 11 AM 8:57
FILED
CITY ATTORNEY'S OFFICE

5.) Acting City Manager: Please sign as indicated and forward 3 originals to Mayor.

6.) Mayor: Please sign as indicated and forward 3 originals to Clerk.

7.) To City Clerk for attestation and City seal.

6216 W 11 874 EL

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forwards 3 original documents to:

LINDA BLANCO, CAO (Linda will have 1 recorded then delivered to City Clerk)

☐ Copy of document to _____ ☒ **Original Route form to Linda Blanco, CAO**

☐ Attach _____ certified copies of Reso. # _____ ☐ Fill-in date

2/13

P 3 ✓ 2/14/13 L
3/1/13
Processed
Original
Recorded
Revocable
License

CITY CLERK

CFN # 111339140
OR BK 49528 Pages 1451 - 1467
RECORDED 02/21/13 09:22:51 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 4015
#1, 17 Pages

This instrument prepared by:

Carrie Sarver
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2013 FEB 21 AM 9:34

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this the 8th day of January, 2013 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation,
100 N. Andrews Avenue, Fort Lauderdale, Florida 33301
hereinafter "CITY"

and

BOB SWAYMAN, 810 South State Road 7, Plantation, Florida
33317, hereinafter "LICENSEE".

WHEREAS, LICENSEE is the owner of property located at 810 South State Road 7, Plantation, FL 33317 and legally described in the attached Exhibit "A".

WHEREAS, LICENSEE applied for a Revocable License to construct and maintain nine (9) parking spaces within a 50 foot public right-of-way drainage canal easement; and

WHEREAS, on August 16, 2012 the CITY's Property and Right of Way Committee reviewed LICENSEE's request and recommended approval of same subject to certain terms and conditions; and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted January 8, 2013 has authorized execution of this Revocable License by the proper CITY officials;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Revocable License, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

1-8-13
IN-5

2. Defined Terms. The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Manager means CITY's Chief Executive Officer, its City Manager, or his or her designee.

Contract Administrator means the City Engineer or his designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with LICENSEE and to manage and supervise execution and completion of the terms and conditions of this Revocable License as set forth herein. In the administration of this Revocable License, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not conflict with any of the terms and conditions of this Revocable License.

Day(s). In computing any period of time expressed in day(s) in this Revocable License, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Revocable License, which shall be the date upon which authorization for the proper City officials to execute this License is granted by the City Commission.

License Area means the area within the right-of-way more particularly described in the Sketch and Description as set forth in the attached **Exhibit "A."**

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

Plans and Specifications means the plans, drawings, details and specification, drawings, details and survey for the Project Improvements to be installed, constructed, maintained and repaired within the License Area. The Plans and Specifications are approved only upon issuance of an Engineering Permit by the Contract Administration. The Plans and Specifications shall be on file in the Office of the City Engineer.

Project means the possession, use, occupancy of the License Area and the, construction, maintenance, demolition and repair of the Project Improvements within the License Area on the Property. The term Project does not include the reconstruction or enlargement of the Project Improvements. The term Project shall not include the possession, use or occupancy of License Area for any other purpose which is in conflict with the CITY's public alley reservation rights, except as expressly authorized in this Revocable License. The term Project includes any portion thereof and also includes the ongoing obligation of maintenance and repair of the Project Improvements in the License Area; however, the License

shall not be construed to relieve the LICENSEE of any permitting requirements for construction or occupation of the public right-of-way in association with future maintenance.

Project Improvements means the construction of nine (9) parking spaces within the perimeter of the License Area as shown on the Survey attached hereto as **Exhibit "A"**. The term *Project Improvements* includes any portion thereof.

Property means that real property owned by LICENSEE and as legally described in the attached Exhibit "A".

U.L.D.R. or ULDR means the CITY's zoning regulations as set forth in the CITY's Code of Ordinances, Chapter 47, known as the CITY's Unified Land Development Regulations.

3. Revocable License.

3.1 From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the possession, use, and occupancy of the License Area, consistent with the CITY's ULDR regulations, and the, construction, maintenance, demolition and repair of the Project Improvements within the License Area on the Property at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. Possession, use or occupancy of the License Area in any manner other than that expressly authorized by this Revocable License is strictly prohibited.

3.2 At all times the License granted herein for the possession, use and occupancy of the License Area and the construction maintenance, demolition and repair of the Project Improvements shall be subordinate and inferior to the CITY'S superior interest in maintaining the full width, depth and height of the canal easement, and, in the event that any conflicts should ever arise between the CITY'S superior interest in maintaining the canal easement and LICENSEE'S Project Improvements, then, in that event, the rights of the CITY and the public's right to use the canal easement shall prevail over that of the LICENSEE.

3.3 In the event that the license granted herein shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area for a conflicting municipal purpose or (c) determines that continuation of the License granted herein is no longer in the best public interest, all as determined by the City Commission, then, in that event, the License granted herein shall be terminable at the will of the City Commission upon thirty (30) days advance notice to the LICENSEE.

4. Term. For the purposes of operating, maintaining, repairing and replacing from time to time, the Project Improvements, the Term of this Revocable License shall be for such time as the LICENSEE has need to operate, maintain, repair and replace, from time to time, subject to sooner termination as set forth in this License Agreement.

5. Conditions and Limitations. The Revocable License granted herein is subject to the following terms, conditions and limitation, as well as the other provisions of this Revocable License.

5.1 LICENSEE shall at its own cost and expense, secure all CITY Building Permits, CITY Engineering Permits required for the Project and Project Improvements, including but not limited to permits from all Federal, State and local agencies having jurisdiction over the Project and Project Improvements. In the event a Federal, State or local agency having jurisdiction over the Project or Project Improvements does not require a permit, it shall be incumbent upon LICENSEE (a) to secure correspondence from such agency certifying that the Project or Project Improvements does not meet the threshold under that agency's governing statutes, ordinances, rules or regulations which would otherwise require a permit or (b) otherwise present evidence satisfactory to the CITY's Building Official that the scope of such Project or Project Improvements does not require permits from such agency with jurisdiction over the Project or Project Improvements.

5.2 The Site Plan and Plans and Specifications shall be submitted to the Office of the CITY Engineer for review and approval as a condition precedent to securing Engineering Permits for the Project and Project Improvements.

5.3 All Project Improvements shall be located in accordance with the approved Site Plan.

5.4 LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work.

5.5. At the conclusion of the construction and installation phase of the Project, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters etc. located within the public right-of-way shall be repaired or restored to a condition equal to or better than the existing prior to commencement of construction.

5.6 Violation of any of the conditions of this Revocable License shall result in a suspension of engineering inspections under the Engineering Permit issued in conjunction with this Project and Project Improvements until such violations have been brought into compliance. LICENSEE waives all right, title, and interest in continuation of engineering and building inspections while such violations continue to exist. A fine of \$2,000 per day may be imposed for violations of any of the terms or conditions hereof.

6. Cost Recovery and Fees.

6.1 Annual Inspection Fees. [This Section intentionally deleted.]

6.2 Recovery of Additional Costs of Administration. In addition to the annual inspection fees set forth above, LICENSEE shall also be obligated to pay additional fees to the CITY amounting to the recovery of reasonable costs incurred by CITY in the administration, monitoring and enforcement of the License, including, but not limited to, staff time incurred in the examination documentation underlying the Revocable License for the Project and reasonable cost of CITY attorneys' services associated with the preparation and

administration of the License and any amendments thereto and including enforcement of the terms thereof.

6.3 Rendition of Statement. Upon the CITY providing a statement of fees and/or costs to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient line item detail as to the nature of the cost, services rendered, dates services rendered, time consumed and cost relating to each line item. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of one percent (1%) per month shall be due the CITY. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LICENSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

7. ADA. [This Section intentionally deleted.]

8. Condition of License Area. LICENSEE accepts the License Area in an "AS IS" condition for the purposes of the Project as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of License Area which have a material adverse effect on the Project, CITY should be notified immediately.

9. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, operate, maintain and repair the License Area and the Project Improvements and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area and the Project Improvements in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, environmental requirements and other similar regulatory requirements.

10. Plans and Specifications. LICENSEE, at its sole cost and expense, shall be responsible for having the Plans and Specifications for the Project drafted in permissible condition and securing both an Engineering Permit and a Building Permit for the construction and installation of the Project Improvements.

11. No Property or Contract Right. LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Revocable License to the continued possession, use, operation and maintenance of the Project Improvements within the License Area.

12. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of the Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the License Areas to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards to Persons using the License Area. All repairs shall be approved by the Office of the City Engineer. When making such repairs and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY

Engineering standards then in effect. The License Areas shall be maintained in a neat and orderly appearance at all times.

13. Emergencies. If an emergency situation arises with respect to the License Areas where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Section, LICENSEE's Contact Person shall be Bob Swayman. Telephone number (954) 394-4800; e-mail: Bobglensway@aol.com. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer.

14. Damage to Public Property. In the event the use, operation, maintenance, repair, or demolition of the Project Improvements cause(s) any damage whatsoever to the any CITY facilities within the public alley reservation or to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at City's option, make said repairs or reimburse CITY for the cost of same.

15. Liens Against the License Area. LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest which is superior to CITY's public alley reservation rights within the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE that is superior to the CITY's public alley reservation rights within the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien that is superior to the CITY's right, title or interest in and to the Easement Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

16. Removal. Except as may otherwise be expressly provided herein, it is agreed that LICENSEE shall remove all Project Improvements and any components thereof upon revocation or termination of this License and upon demand of CITY for removal of Project Improvements in the License Area and LICENSEE shall restore the License Area to the condition(s) that existed prior to the installation of any of the Project Improvements or improvements within the License Area by LICENSEE or LICENSEES' predecessors in title. Such removal shall be at LICENSEES' sole cost and expense. In the event LICENSEE fails to remove all or any part of Project Improvements contemplated herein within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Project Improvements and restore License Area to the condition that existed prior to the construction of Project Improvements by LICENSEES' predecessor(s) in title, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by

LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing Project Improvements within the License Area upon termination of this License. In the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

17. Damage and Destruction. LICENSEE shall not by its use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the Property, License Area or to the adjacent real property. If during the term of this Revocable License the structures, improvements, fixtures or personalty within the License Area shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

- (a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Area to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or
- (b) to the extent that such destruction or damage affected the structures and improvements of the License Area, or any part thereof, if LICENSEE elects to restore such structures and improvements, or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the Project to promptly replace said structures and improvements with new structures and improvements having the same general character and conditions (as nearly as may be possible under the circumstances) as the structures and improvements originally constructed.

All such repair, restructure and replacement shall be hereafter referred to as "Restoration". The cost of Restoration shall be paid solely by LICENSEE.

18. License, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Areas by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the Project Improvements for the conduct of the Project under the terms and conditions stated herein. LICENSEE acknowledges and understands the provisions of § 8.05 and § 8.09 of the CITY Charter with respect to Leases.

19. Indemnity. LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License, conditions contained therein, the occupancy, use, repair, maintenance use or occupancy of the Project Improvements within the License Area, or the breach or default by LICENSEE of any covenant or provision of this Revocable License except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in the occupancy, use, maintenance and report of the Project Improvements, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree

of any court, is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.

20. Insurance. At all times during the term of this Revocable License Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

- (a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the Project Improvements. This policy shall not be affected by any other insurance carried by CITY.
- (c) Workers' Compensation Insurance to apply to all LICENSEE's employees and employees of contractors retained by LICENSEE for construction of the Project Improvements, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- (d) Business Automobile Liability for all vehicles owned by LICENSEE and LICENSEE's contractors that are involved in the construction of the Project Improvements with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- (e) All of the policies of insurance provided for in this Revocable License:
 - (i) shall be in the form and substance approved by the Department of Insurance of the State of Florida ("DOI"),
 - (ii) shall be issued only by companies licensed by DOI,
 - (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,
 - (iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII,
 - (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies,

including evidence of current annual payment, if on any installment payment basis, and

- (vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE.
- (f) In any case where the original policy of any such insurance shall be delivered to LICENSEE, a duplicated original of such policy shall thereupon be delivered to CITY. All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.
- (g) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

21. Special Exception. It is agreed that this Revocable License is granted to LICENSEE for LICENSEE'S benefit, is a special exception to the City's general policy and it is stipulated between the parties that this Revocable License shall be construed most strictly in favor of the CITY and against LICENSEE.

22. Remedies of CITY.

22.1 In the event the LICENSEE fails to perform any term or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such breach of default within the time provided in such Notice. In the event LICENSEE fails to cure such breach or default within the time period provided in the notice, (i) CITY may revoke or terminate this License, or (ii) CITY may take any equitable action to enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use a public alley reservation, a breach of any term of condition of this Revocable License constitutes an irreparable injury for which there is no remedy at law, or (iii) CITY has the option and right to take such curative action that was required to be taken by the LICENSEE under the Revocable License and CITY's curative action shall be at LICENSEE's sole cost and expense. LICENSEE shall then be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions plus a surcharge of fifty percent (50%) for amounts up to One Thousand Dollars (\$1,000.00) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000.00) and LICENSEE shall reimburse CITY within sixty (60) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve (12%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with this License, and such dispute is not resolved within

forty-five (45) days after the date that CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

22.2 If LICENSEE does not make the payments required by this Section within the sixty (60) day period set forth therein, then CITY shall have a right to record a Claim of Lien upon the Property, which Lien may be for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEES' failure to reimburse CITY pursuant to subparagraph (a) above. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

23. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to CITY's storm drainage facilities occurs.

24. Notices.

- (a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.
- (b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

City Manager
City of Fort Lauderdale
100 N. Andrews Avenue

Fort Lauderdale, FL 33301

With copy to:

City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LICENSEE:

Bob Swayman
5022 NW 102nd Drive
Coral Springs, FL 33076

- (c) As to activities under Section 13, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 12, Emergencies.

25. License Covenants Attach to Property. It is the intent of the parties hereto that the benefits and burdens of this License shall attach to and travel with fee simple ownership of the Property. Accordingly, upon transfer of fee simple title to the Property, the grantee or transferee thereof shall become, under this Revocable License, substituted as LICENSEE hereunder and shall step into the shoes of LICENSEE under this Revocable License as to the benefits and burdens thereunder. In that respect, the parties agree that this Revocable License shall be deemed a covenant running with the Property. Except as set forth above, LICENSEE may not sell, assign, transfer or convey this Revocable License or any interest therein to any third party who is not fee simple owner of the Licensee Property.

26. Compliance with Laws and Regulations. LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to this Revocable License and the possession, use, occupancy and maintenance of the License Area and Project Improvements.

27. Entire Revocable License. This Revocable License, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire Revocable License and any other agreements between the parties hereto and supersedes any prior understandings or Revocable Licenses or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Revocable License may be amended, supplemented, modified or discharged only upon an amendment in writing executed by all of the parties hereto. This Revocable License shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein.

28. Interpretation of Revocable License; Severability. This Revocable License shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Revocable License, or the application of the remainder of the provisions, shall not be affected. Rather, this Revocable License is to be enforced to the extent permitted by law. The captions, headings and title of this Revocable License are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Revocable License is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided.

All terms and words used in this Revocable License, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

29. Successors. This Revocable License shall be binding on and inure to the benefit of the parties, their successors and assigns.

30. No Waiver of Sovereign Immunity. Nothing contained in this Revocable License is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

31. No Third Party (Person) Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third Person under this Revocable License. None of the parties intend to directly or substantially benefit a third Person by this Revocable License. The parties agree that there are no third Person beneficiaries to this Revocable License and that no third Person shall be entitled to assert a claim against any of the parties based on this Revocable License. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third Persons in any manner arising out of any contract.

32. Non-Discrimination. LICENSEE shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Revocable License because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

33. Termination. In the event of emergency, either party may cancel this Revocable License during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Revocable License.

34. Records. Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to § 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

35. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

36. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort.

37. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this License and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of

this License shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

38. Governing Law. This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LICENSEE expressly waives whatever other privilege to venue it may otherwise have.

39. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Revocable License if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

40. Recording. This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. LICENSEE shall record the Revocable License at LICENSEE's sole cost and expense. Once recorded, LICENSEE shall furnish the City Attorney and the City Clerk with a copy of the recorded instrument which shall be filed with the City Clerk's Office of the City of Fort Lauderdale.

[THE BALANCE OF THIS PAGE INTENTIONALLY REMAINS BLANK.]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

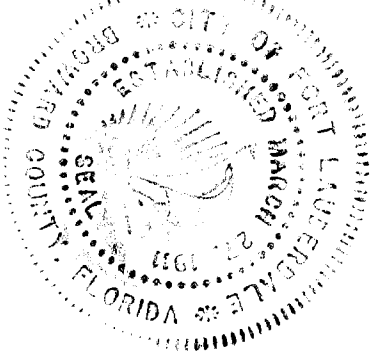
WITNESSES:

Safaa Ali
Safaa Ali
Witness Print Name
Yusef Ali
Alex S. Renedo
Witness Print Name

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By John P. Seiler
JOHN P. "JACK" SEILER, Mayor
By Lee R. Feldman
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)



ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

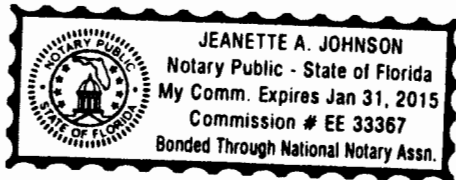
Approved as to form:

Carrie L. Sarver
CARRIE L. SARVER
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 12th day of February, 2013, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 12th February, 2013, by LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 01/30/2017

EE 842025
Commission Number

WITNESSES:

LICENSEE:

Laina L. Tindall

LAINA L TINDALL
[Witness print or type name]

Linda Blanco

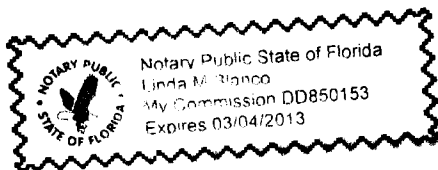
Linda Blanco
[Witness print or type name]

Bob Swayman
BOB SWAYMAN

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of January, 2013, by, Bob Swayman. He is personally known to me or has produced Drivers License as identification.

(NOTARY SEAL)



Linda M. Blanco
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Linda Blanco
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

3/4/13
Commission Number

Exhibit "A"

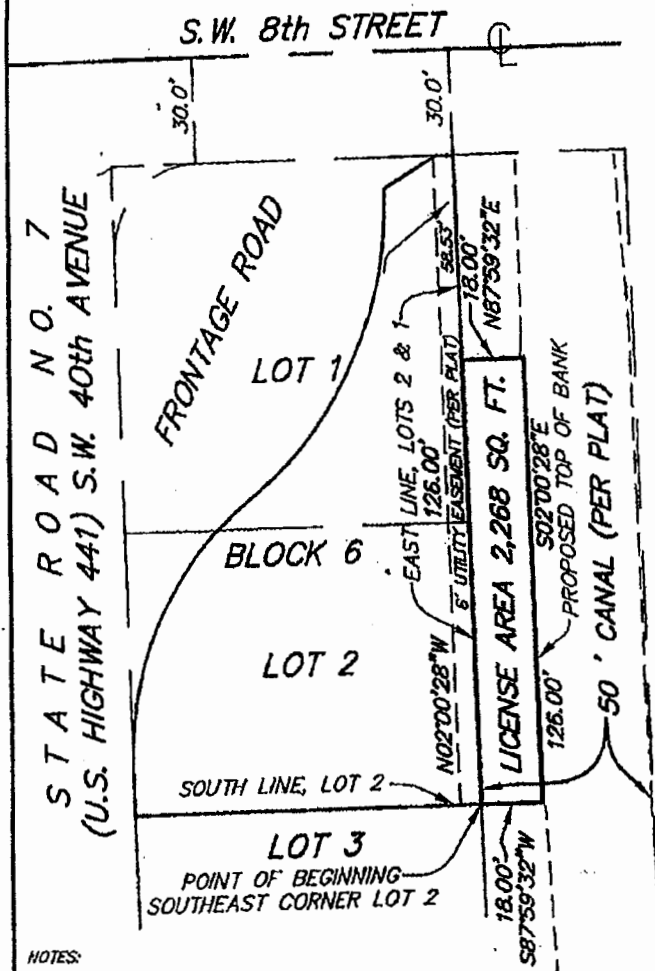


McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615

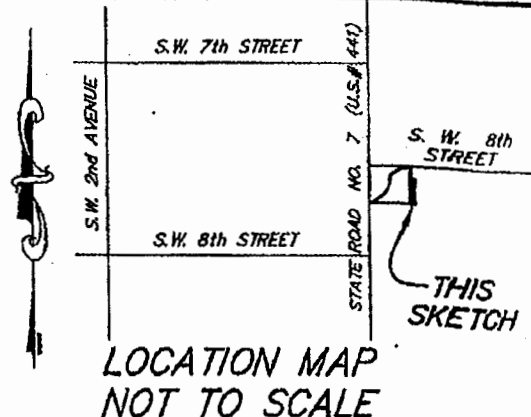
SCALE 1" = 50'

SKETCH AND DESCRIPTION 810 SOUTH STATE ROAD #7 LICENSE AREA



NOTES:

- 1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of said Lots 1 and 2, Block 6, as North 02°00'28" West.



LEGAL DESCRIPTION:

A portion of the West 18.00 feet of that certain 50 foot Canal Right-of-Way lying East of and adjacent to Lots 1 and 2, Block 6, MELROSE PARK SECTION 7, according to the plat thereof, as recorded in Plat Book 39, Page 35 of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the Southeast corner of said Lot 2; thence North 02°00'28" West, on the East line of said Lots 2 and 1, a distance of 126.00 feet; thence North 87°59'32" East, a distance of 18.00 feet; thence South 02°00'28" East, on a line 18.00 feet East of and parallel with the East line of said Lots 1 and 2, a distance of 126.00 feet; thence South 87°59'32" West, on the Easterly extension of the South line of said lot 2, a distance of 18.00 feet to the point of Beginning.

Said lands situate, lying and being in, Broward County, Florida and containing 2,268 square feet or 0.0521 acres more or less.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 3rd day of October, 2012.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____


DRAWN BY: JMM/jr

JOB ORDER NO. U-7589

CHECKED BY: CA

REF. DWG.: 99-2-002

C: JMM/jr/2012/U7589

BROWARD

 (954) 831-4000
 Broward County
 Governmental Center
 115 S. Andrews Ave, Room
 114
 Fort Lauderdale, FL 33301
www.broward.org/records

Transaction #: **5162690**
 Receipt #: **4354610**
 Cashier Date: **2/21/2013 9:22:56 AM (4015)**



Print Date:
 2/21/2013 9:23:38 AM


Customer Information	Transaction Information	Payment Summary
(6370) CITY OF FORT LAUDERDALE CITY ATTORNEY'S OFFICE 100 N ANDREWS AVENUE - 7TH FLOOR FORT LAUDERDALE, FL 33301	DateReceived: 02/21/2013 Source Code: Over the Counter Q Code: Government Return Code: Broward Trans Type: Recording Agent Ref Num:	Total Fees \$146.00 Total Payments \$146.00

1 Payments

 CHECK 1019	\$146.00
--	----------

1 Recorded Items

It is the responsibility of our customers to inspect their recording receipt, prior to leaving our office, to verify the accuracy of the information keyed. Should you find a mistake after leaving our office, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org


 (AGR) Agreement

BK/PG: 49528/1451 CFN:111339140
Date:2/21/2013 9:22:51 AM
From: FORT LAUDERDALE
CITY To: SWAYMAN,BOB

Recording @ 1st=\$10 Add'l=\$8.50 ea.	17	\$146.00
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	3	\$0.00
Doc Stamps (Deed)	0	\$0.00
Doc Stamps (Mortgage)	0	\$0.00
Intangible Tax @ \$2 per 1000	0	\$0.00

0 Search Items

1 Miscellaneous Items

 (AGENTTRANSMITTAL/MISC)

CITY CLERK
2013 FEB 21 AM 9:34