

This instrument prepared by:
James Brako,
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this ____ day of _____, 2020
by and between:

CITY OF FORT LAUDERDALE, a Florida municipal
corporation, whose principal address is 100 North Andrews Avenue,
Fort Lauderdale, FL 33301, hereinafter “CITY”

and

**NOVA SOUTHEASTERN UNIVERSITY, Inc., a Florida, not
for profit corporation** whose principal place of business is 3301
College Avenue, Fort Lauderdale, Florida, 33314-7796, (FEIN 59-
1083502), its successors and assigns (“LICENSEE”)

WHEREAS, CITY is the fee simple owner of real property located at 150 SE 2nd street,
Fort Lauderdale, FL 33301 more particularly described under Broward County Property Appraiser
Property ID #504210230030 and described as “Property” herein and set forth in **Exhibit “A”**
attached hereto; and

WHEREAS, LICENSEE wishes to place a dumpster on certain parking spaces for the use
by Licensee for purposes of trash storage and removal, and

WHEREAS, granting this Revocable License serves a valid municipal purpose; and

WHEREAS, the location of the License is set forth on **Exhibit “B”** attached hereto and
made a part hereof (“License Area”); and

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on
_____, 2020 has authorized execution of this Revocable License by the City Manager;

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.

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 for the CITY, or his designee, who has been designated in writing with a copy delivered to the LICENSEE's Contract Administrator. For the LICENSEE, Contract Administrator means Daniel J. Alfonso, Vice President for Facilities Management or his or her designee who has been designated in writing with a copy delivered to the CITY's Contract Administrator. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

Day(s) means 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 the Revocable License has been executed by LICENSEE and the proper CITY officials on behalf of the CITY.

License Area means that area or portion thereof as depicted on Exhibit "B" as attached hereto.

LICENSEE means Nova Southeastern University Inc., its successors and assigns.

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.

Project Site means the area within the Property and License Area.

Property means the real property owned by the LICENSOR as reflected on **Exhibit “A.”**

3. Revocable License. From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the nonexclusive possession, use, construction, installation, occupancy of the License Area during the term of the License to allow Licensee to place a dumpster for the use by Licensee for purposes of trash storage and removal. The Revocable License granted herein shall provide Licensee with the ability to store the dumpster, store trash therein, and have a third party empty the dumpster.

3.1. License Fee. For the Term, as defined herein, and all extensions thereof, the LICENSEE covenants and agrees to pay to CITY an annual License fee equal to Four Hundred Thirty Dollars (\$430.00).

4. Term.

4.1 The term of this Revocable License shall expire five (5) years from the Effective Date hereof (“License Term”). The City Manager shall have the authority, upon written request by LICENSEE to extend the term of this Revocable License by an additional year (1) on a yearly basis not to exceed five, (5) additional years. Requests for such an extension must be made at least fourteen (14) days prior to the expiration date of this Revocable License.

4.2 In the event that the license granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE’s contractors, subcontractors or independent contractors 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 or publicly dedicated thoroughfare for a superior 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 fifteen (15) days advance written notice to the LICENSEE.

4.3 In the event LICENSEE is (a) in violation of any of the material terms or conditions of this Revocable License, as determined by the City Manager, or (b) the license granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE’s contractors, subcontractors or independent contractors conflict with a superior municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or (d) continuation of the License granted herein is no longer in the best public interests, all as determined by the City Manager, then, upon advance written notice to LICENSEE of not less than twenty-four (24) hours where LICENSEE is given an opportunity to be heard on the matters,

the authority granted by this License may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the License granted herein.

4.4 In the event that exigent conditions arise within the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 14, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

4.5 The City may, for convenience and without cause, terminate this Revocable License at any time by providing the Licensee with written notice of the termination date, such notice to be provided not less than sixty (60) calendar days prior to the termination date. This Revocable License may also be revoked or terminated pursuant to the terms of Section 21 hereinbelow

4.6 In the event this Revocable License is terminated by the CITY because the CITY due to convenience or requires use of the License Area or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose or if continuation of the License granted herein is no longer in the best public interests as provided for above in Sections 4.3 and 4.4, then LICENSEE shall receive a pro-rated refund of any prepaid License fee from the date of termination through what would have been the expiration of the License Term.

5. Conditions. The Revocable License granted herein is subject to compliance with the following conditions:

5.1 Any damage to existing pavement or to any publicly owned property or rights-of-way caused by construction of any improvements, whether within or outside the License Area, or by the installation, movement or removal of improvements made by or at the direction of LICENSEE shall be repaired to the satisfaction of the City Engineer or designee and the cost of such repairs shall be borne by LICENSEE. No construction of improvements, if any, shall be commenced prior to issuance of the required Permits, if and as applicable.

5.2 All damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public rights of way outside the License Area shall be repaired or restored to a condition equal to or better than that existing prior to commencement of LICENSEE making improvements of the License Area. Damage to any of the above referenced elements within the License Area shall be repaired to the extent required to return the License Area to the original condition at the time of completion of the improvements.

5.3 LICENSEE agrees that all trash collection shall occur between the hours of 5:00AM to 7:00 AM.

6. Additional Conditions. The effectiveness of this Revocable License is subject to compliance with the following conditions: None.

7. Condition of License Area. LICENSEE accepts the License Area in an “AS IS” condition 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 Site, CITY should be notified immediately.

8. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair the License Area 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 Site in order to comply with applicable health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans With Disabilities Act requirements, environmental requirements and other similar regulatory requirements.

10. 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 License Area.

11. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of any improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times during the term of this License cause the License Area and any improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term and to similarly maintain any improvements as originally installed or constructed during the term of the License. The City Engineer shall approve all repairs and replacements within the License Area. When making such repairs, replacements and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Area to the original condition at the time of commencement of the License Term. The License Area shall be maintained in a neat and orderly appearance at all times (except during the period of construction and installation of any utility facilities within such License Area).

12. Emergencies. If an emergency situation arises with respect to the License Area 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 **Daniel J. Alfonso, Vice President for Facilities Management**. 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.

13. Damage to Public Property. In the event the use, operation, construction, demolition or reconstruction of any improvements or License Area cause(s) any damage whatsoever 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.

14. 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 of CITY in and to 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 as to 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 material men 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 upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2016) as same may be amended from time to time as to the "non-liability" of the CITY.

15. Removal. Except as may otherwise be expressly provided herein, LICENSEE shall restore the License Area to the condition(s) that existed prior to LICENSEE's installation of dumpster within the License Area. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the dumpster and its contents within the License Area, exclusive of utilities facilities constructed and installed, contemplated herein within ninety (90) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such improvements and restore License Area to the condition that existed prior to the LICENSEE's construction or installation of the improvements in the License Area, 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 any equipment or materials or temporary fencing 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.

16. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of this Revocable License the structures,

improvements, fixtures or property 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 LICENSEE shall give to CITY immediate notice thereof, and if such fire, casualty, obsolescence, failure to maintain or other cause is caused by LICENSEE's negligence or other wrongful act or omission or that of its agents, servants, employees, guests or invitees, the LICENSEE shall:

(a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Area or adjacent real property 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 any improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and improvements (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Area as nearly as possible to its original condition.

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

17. 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 Area by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the License Area for the conduct provided herein under the terms and conditions stated herein, such terms and conditions including termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

18. Indemnity.

18.1 LICENSEE shall protect, defend, indemnify and hold CITY harmless, its officers, employees and agents from and against any and all lawsuit penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorneys' fee or liabilities of every kind, nature or degree arising out of the rights responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims") conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area or the breach or default by LICENSEE of any covenant or provisions of this Revocable License, except for any occurrence arising out of resulting from the intentional torts or gross negligence of the CITY, its employees or officers acting within the course and scope of their employment or office. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the License Area 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 for 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.

18.2 The indemnification obligations set forth herein shall survive termination of this Revocable License for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

18.3 If LICENSEE contracts with a Third Party to perform any obligations under this Revocable License, either the Third Party shall name CITY as an additional insured in its liability policies or any contract with such third party shall include the following provision:

Indemnification. Third Party shall indemnify and hold harmless CITY and all of CITY'S current and former officers, agents, servants and employees (collectively, "Indemnified Party") from and against any and all cause of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Revocable License, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless or negligent act or omission of Third Party, its current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Revocable License. If any claim is brought against Indemnified Party, the Third Party shall upon written notice from CITY, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to CITY, or, in the City Attorney's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party.

19. Insurance. At all times during the term of this Revocable License, LICENSEE, at its sole cost and 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. All such policies shall cover the possession, use, occupancy and maintenance of the License Area and the activities thereon. This policy shall not be affected by any other insurance carried by CITY.
- (b) Workers' Compensation Insurance to apply to all LICENSEE's employees, 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.

- (c) Business Automobile Liability for all vehicles owned by LICENSEE with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

LICENSEE shall require that its contractor for trash removal keep in effect (a) general liability policy against any and all liability for bodily injury or property damage 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; (b) Workers' Compensation Insurance in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, and Employers' Liability with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident; and (c) Business Automobile Liability for all vehicles owned by contractor with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

All LICENSEE policies of insurance provided for in this Revocable License:

- (i) shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FOIR"),
- (ii) shall be issued only by companies licensed by FOIR,
- (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, and thereafter, upon request,
- (iv) May be provided by commercial insurer, captive insurer, self-insurance, or a combination thereof.
- (v) 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.
- (vii) The insurance coverage under Section 19 subparagraphs (a) and (c) above shall be for a period coincident with the applicable indemnification obligations set forth above.

All insurance policies shall be renewed by LICENSEE, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence by the respective insurance companies that the premiums thereon have been paid, shall be delivered to CITY, prior to their respective expiration dates.

CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE'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.

20. 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.

21. Remedies of CITY.

21.1 In the event the LICENSEE fails to perform or violates any of the terms 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 violation within fifteen (15) days written notice, except where the actions necessary to cure take in excess of fifteen (15) days to complete, LICENSEE shall be in default of this License. If LICENSEE commences curing a failure within the initial fifteen (15) day period and the cure takes in excess of fifteen (15) days to complete, LICENSEE shall continue the cure without interruption.

21.1.1 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the CITY's Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, CITY's Contract Administrator shall provide LICENSEE with Notice thereof. CITY's Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

21.2 In the event the LICENSEE fails to timely cure the violation within the time specified in Section 21.1, et seq. the CITY, as an alternative to the procedures set forth in Sections 21.1 through 21.1.1, may 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 right-of-way, a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or take such curative action that was required to be taken by the LICENSEE under the Revocable License and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. 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 percent (12%) 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.

21.3 The remedies found within this Section 21, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

22. 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 property or injury to a person occurs.

23. 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 either mailing the same (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) an overnight air mail service such as Federal Express or similar carrier 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 with (i) the United States mail, postage prepaid and return receipt requested, in the manner aforesaid, provided, or (ii) an overnight air mail service such as Federal Express or similar carrier.

AS TO CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:

City Attorney
City of Fort Lauderdale
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

AS TO LICENSEE:

Vice President for Facilities Management
Nova Southeastern University
3301 College Avenue
Fort Lauderdale, FL 33314
Phone: 954.262.8835

With copy to:

Bonnie Clearwater
Director and Chief Curator
NSU Art Museum Fort Lauderdale
One East Las Olas Blvd.
Fort Lauderdale, FL 33301
Phone: 954.262.0225

(c) As to activities under Paragraph 14, 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 Paragraph 14, Emergencies.

24. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Area without the prior written consent of CITY, which such consent may be granted or without in its sole discretion.

25. 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 the conduct of the activities permitted herein.

26. 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.

27. 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.

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

29. 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.

30. No Third Party 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 or entity under this Revocable License. None of the parties intend to directly or substantially benefit a third party by this Revocable License. The parties agree that there are no third party beneficiaries to this Revocable License and that no third party 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 parties in any manner arising out of any contract.

31. 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. 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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. If LICENSEE has questions regarding the application of Chapter 119, Florida Statutes, to LICENSEE'S duty to provide public records relating to this Agreement, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL.

34. 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.

357. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice 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.

36. 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.

37. 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.

38. 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.

39. Recording. This Revocable License including all Exhibits thereto, shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida by LICENSEE at LICENSEE's sole cost and expense. Once recorded a recorded copy thereof shall be filed with the City Clerk and with the Contract Administrator.

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FOR THE CITY

WITNESSES:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF FLORIDA**

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis,
Mayor

By: _____
Christopher J. Lagerbloom,
City Manager

ATTEST:

Approved as to form:
Alain E. Boileau, City Attorney

Jeffery A. Modarelli,
City Clerk

By: _____
James Brako
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 2020, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public Signature

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence, this ____ day of _____, 2020, by Christopher J. Lagerbloom, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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FOR THE LICENSEE

(Corporate Seal)

**Nova Southeastern University, Inc., a
Florida not for profit corporation
on behalf of its NSU Art Museum Fort
Lauderdale**

ATTEST:

By: _____
George L. Hanbury II, President

Date: _____

Approved as to legal form:

Adiagnis S. Morales, Esq.
Associate Counsel, Office for Legal Affairs

Approved as to business content:

Bonnie Clearwater
Director and Chief Curator, NSU Art
Museum Fort Lauderdale

Approved as to facilities:

Daniel J. Alfonso
Vice President, Facilities Management

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before by physical presence, this
_____, 2020, by George L. Hanbury II, as President of **Nova
Southeastern University, Inc. on behalf of Nova Southeastern University, Inc. Art Museum
Fort Lauderdale.**

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

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EXHIBIT LIST:

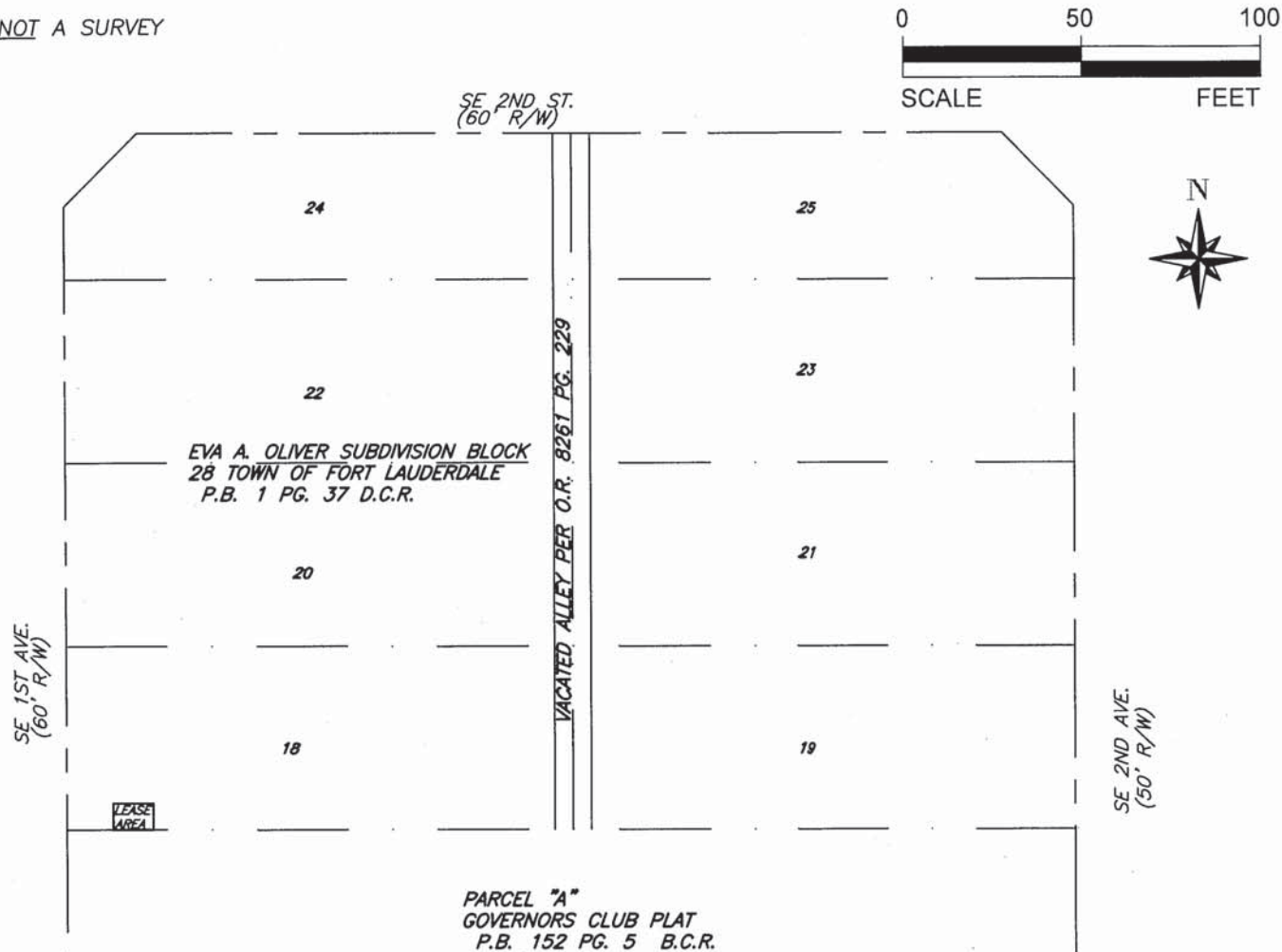
Exhibit “A” – The Property

Exhibit “B” – License Area, Plan & Typical Section

SKETCH AND DESCRIPTION

EXHIBIT A

THIS IS NOT A SURVEY



DESCRIPTION: PROPERTY

ALL OF LOTS 18 THROUGH 25, INCLUSIVE "EVA A. OLIVER SUBDIVISION BLOCK 28, TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 37, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS PER OFFICIAL RECORDS BOOK 8261, PAGE 229 RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS ROAD RIGHT OF WAYS PER OFFICIAL RECORDS BOOKS 8156, PAGE 401 AND 8219, PAGE 585 RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

NOTES:

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND:

B.C.R. DENOTES BROWARD COUNTY RECORDS
 D.C.R. DENOTES DADE COUNTY RECORDS
 P.B. DENOTES PLAT BOOK
 PG. DENOTES PAGE
 R/W DENOTES RIGHT OF WAY
 O.R. DENOTES OFFICIAL RECORDS

SHEET 1 OF 1

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JANUARY 14, 2020

MICHAEL W. DONALDSON
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
 STATE OF FLORIDA

Page 20 of 21

CITY OF FORT LAUDERDALE

EXHIBIT A

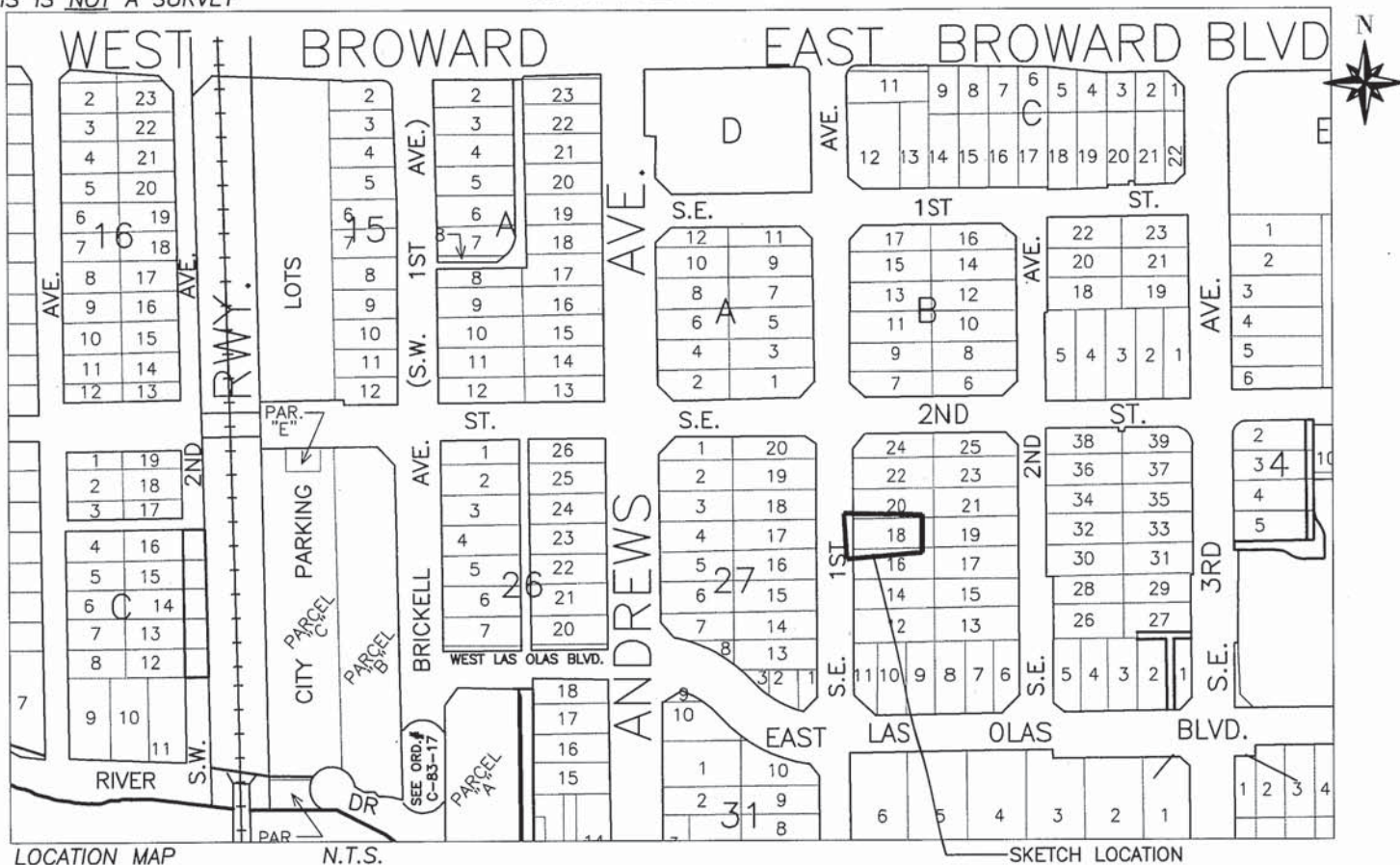
PLAT BOOK 1, PAGE 37
 LOTS 18 THROUGH 25
 PROPERTY DESCRIPTION

BY: M.D.	ENGINEERING	DATE: 1/14/2020
CHK'D M.D.	DIVISION	SCALE: 1"=50'

SKETCH AND DESCRIPTION

EXHIBIT B

THIS IS NOT A SURVEY



DESCRIPTION: LEASE AREA

A PORTION OF LOT 18, "EVA A. OLIVER SUBDIVISION BLOCK 28, TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 37, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 12.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH TO THE SOUTH FACE OF THE EXISTING PARKING GARAGE WALL, A DISTANCE OF 7.20 FEET; THENCE EAST ALONG SAID WALL, A DISTANCE OF 11.00 FEET; THENCE SOUTH TO THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 7.20 FEET; THENCE WEST, A DISTANCE OF 11.00 FEET TO THE POINT OF BEGINNING.

ALL SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 79 SQUARE FEET MORE OR LESS.

NOTES:

- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 4) BEARINGS ARE BASED ON SAID PLAT, SAID WEST LINE OF LOT 18 BEING NORTH.

SHEET 1 OF 2

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JANUARY 14, 2020

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

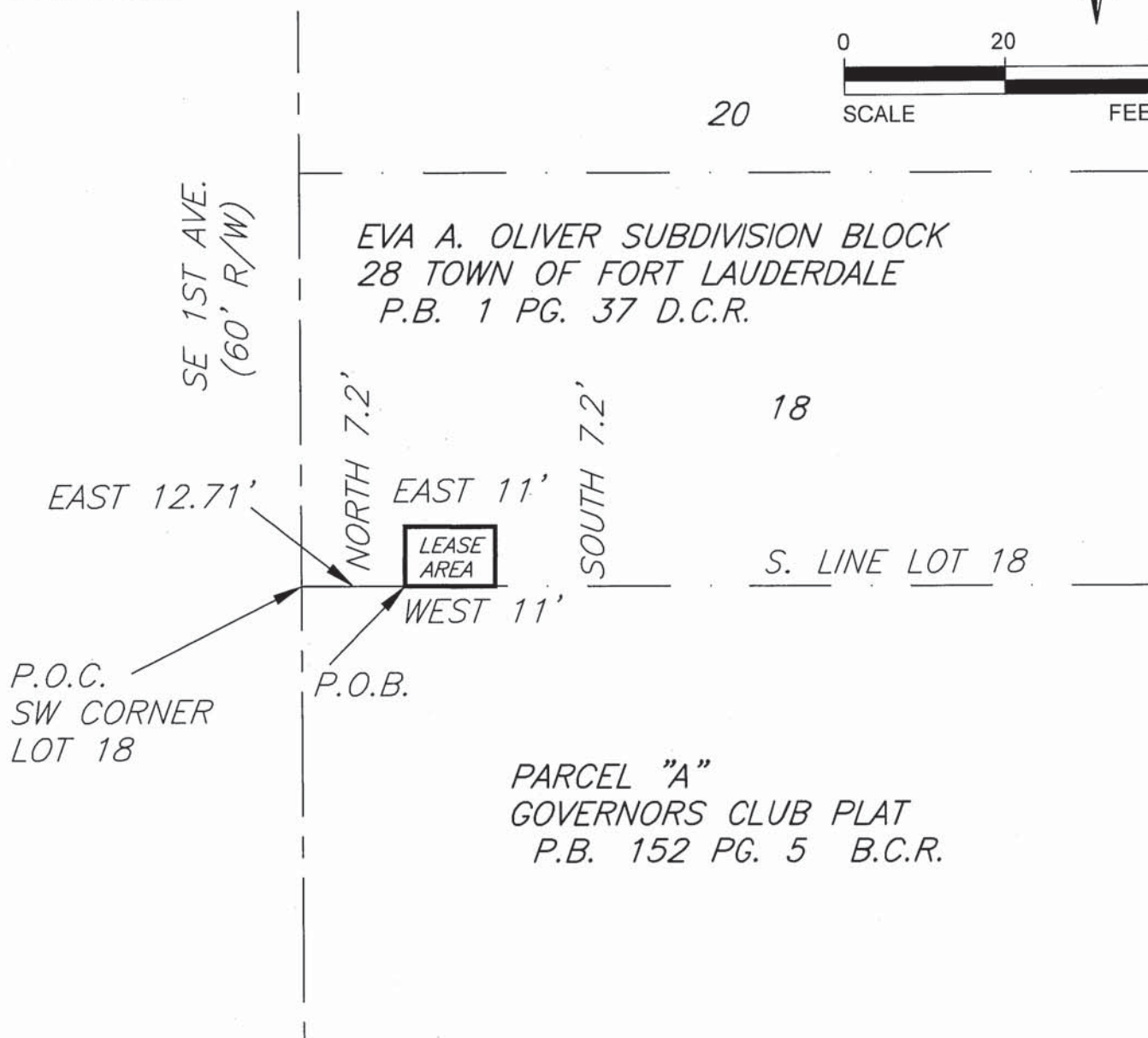
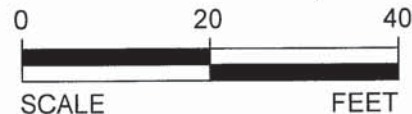
Page 21a

CITY OF FORT LAUDERDALE		
EXHIBIT B		
PLAT BOOK 1, PAGE 37		
LOT 18		
LEASE DESCRIPTION		
BY: M.D.	ENGINEERING	DATE: 1/14/2020
CHK'D M.D.	DIVISION	SCALE: N.T.S.

SKETCH AND DESCRIPTION

EXHIBIT B

THIS IS NOT A SURVEY



LEGEND:

B.C.R. DENOTES BROWARD COUNTY RECORDS
D.C.R. DENOTES DADE COUNTY RECORDS
P.B. DENOTES PLAT BOOK
P.O.B. DENOTES POINT OF BEGINNING
P.O.C. DENOTES POINT OF COMMENCEMENT
PG. DENOTES PAGE
R/W DENOTES RIGHT OF WAY
N.T.S. DENOTES NOT TO SCALE

CITY OF FORT LAUDERDALE		
EXHIBIT B		
PLAT BOOK 1, PAGE 37 LOT 18 LEASE DESCRIPTION		
BY: M.D.	ENGINEERING	DATE: 1/14/2020
CHK'D M.D.	DIVISION	SCALE: 1"=20'