





Venice of America

CITY OF  
FORT LAUDERDALE

Direct Line: (954) 828-5036

October 22, 2012

Damon T. Ricks  
241 Commercial Boulevard  
Lauderdale by the Sea, Florida 33308  
Fax: (954) 522-7630

Re: Revocable License Agreement / Kalik, LLC

Dear Mr. Ricks:

Enclosed please find a copy of the above-referenced Revocable License, recorded at O.R. Book 49177, Pages 835 - 867 of the Public Records of Broward County.

The recorded original will be filed with the City Clerk's Office.

Thank you for your kind attention and consideration in this matter.

Very truly yours,

ROBERT B. DUNCKEL  
Assistant City Attorney

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Enclosure

cc: Wendy Gonyea, Assistant City Clerk IV  
Al Carbon, Director / Public Works  
Cate McCaffrey, Deputy Director / Parks & Recreation

2012 OCT 29 AM 8:33

CITY CLERK

OFFICE OF THE CITY ATTORNEY

100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

TELEPHONE: (954) 828-5940, FAX (954) 828-5915

www.fortlauderdale.gov



This instrument prepared by:  
Robert B. Dunckel,  
Assistant City Attorney  
City of Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL 33302-4250

CFN # 111073115  
OR BK 49177 Pages 835 - 867  
RECORDED 10/22/12 01:29:08 PM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 4015  
#1, 33 Pages

**REVOCABLE LICENSE**

THIS IS A REVOCABLE LICENSE granted this 3rd day of October 2012 by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation,  
P.O. Drawer 14250, Fort Lauderdale, FL 33302-4250,  
hereinafter, "CITY"

and

**KALIK, LLC**, a Florida limited liability company, whose  
principal address is 350 Camino Gardens Blvd, Suite 303, Boca  
Raton, FL 33432, FEI/EIN Number 273982252, its successors and  
assigns, hereinafter, "LICENSEE"

2012 OCT 29 AM 8:33  
CITY CLERK


RECITALS

A. LICENSEE is attempting to rehabilitate and renovate a restaurant operation generally located at 3300 East Commercial Boulevard on the Intracoastal Waterway.

B. The proposed renovation project was presented to the City's Property and Right Of Way Committee on April 21, 2011. The proposed renovation project had an open air patio dining area, fencing, gate, tables & chairs and canvas canopy, among other things, located within a 20 foot platted utility easement area leading from DuPont Boulevard to the Intracoastal Waterway. The Committee had concerns regarding proposed further utilities crossing from that location under and across the Intracoastal Waterway. Also of concern to the Committee was the need to access utilities in the event of maintenance and repair obligations and the impact on the proposed restaurant operations during such periods. The Property and Right Of Way Committee deferred taking action to allow the LICENSEE to investigate other alternatives of utility relocation.

C. The proposed renovation project was revisited by the Property and Right Of Way Committee on May 19, 2011. The LICENSEE reported that moving the 24 " storm drainage outfall line to a new easement area to be created on the Southern boundary of the LICENSEE'S Property. The Committee approved recommendation of a Revocable License for LICENSEE to

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proceed with its renovation project and to permit, among other things, an outdoor dining patio, removable tables and chairs, landscaping, overhead canopy with fencing and gates, subject to, among other matters, abandonment in place of the 24" storm drainage outfall line that runs through the 20' utility easement over which LICENSEE proposed to place the outdoor dining patio; further subject to creating a new 15' CITY utility easement along the Southern boundary of LICENSEE'S Parcel One Property; subject to LICENSEE constructing a new catch basin basis and connecting the abandoned line to a new storm drainage outfall line and construction of the new drainage outfall line.

D. The City Commission determines that the granting of a Revocable License so that LICENSEE can proceed with its renovation project serves a valid municipal purpose.

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 Code or Code* means the Code of Ordinances of the City of Fort Lauderdale as amended from time to time.

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

*Contract Administrator* means the City Engineer of the CITY, or his designee. 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)*. 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.

*Development Project* means the site plan modifications consisting of internal and external renovations of an existing restaurant approximately 6,610 square foot in area that were undertaken by LICENSEE on the Property pursuant to DRC case number 49-R-93A1 which was approved through a Site Plan Level I review on 12/01/2011.

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

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*Florida Building Code* means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the Broward County Amendments thereto.

*License Area One* means the area extending Eastward from the public right of way for DuPont Boulevard through the 20' Utility Easement that appears on the face of the Plat of CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, as recorded at Plat Book 70, Page 71 of the Public Records of Broward County, Florida, a Sketch and Description of which is attached hereto as **Exhibit "A."** The term *License Area One* as used herein shall include the phrase "or any part thereof."

*License Area Two* means the area within the new 15' CITY Utility Easement line to be constructed, installed, operated, occupied, maintained, repaired and replaced, from time to time, located within the South 15' of Parcel One of the Property, a Sketch and Description of which is attached hereto as **Exhibit "B."** The term *License Area Two* as used herein shall include the phrase "or any part thereof."

*License Area Three* means the area within which the 24" storm drainage outfall line will be constructed, installed, operated, occupied, maintained, repaired and replaced, from time to time within the DuPont Boulevard right-of-way, a Sketch and Description of which is attached hereto as **Exhibit "C"**. The term *License Area Three* as used herein shall include the phrase "or any part thereof."

*Permit* means either a Building Permit issued by the Building Official pursuant to The Florida Building Code and Broward County Administrative Amendments or an Engineering Permit issued by the Office of the City Engineer, or both, whichever the case may be.

*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 signed and sealed engineering drawings, plans, specifications, schematics, drawings, details, and topographic survey for the Project Improvements to be installed, constructed, operated, maintained, repaired within and removed from the License Area(s), which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer, **Engineering Permit No. 12007069**.

*Plat* means A Resubdivision of Block 6 of the Amended Plat of a Portion of CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof, as recorded in Plat Book 70, Page 11 of the Public Records of Broward County, Florida; said lands lying, situate and being within the City of Fort Lauderdale, Broward County, Florida.

*Project* means the implementation, construction, installation, operation, maintenance, repair and replacement from time to time of the Project Improvements within the designated License Areas. Except as specifically set forth in Paragraph 12 hereof, entitled Maintenance and Repair, the term *Project* also includes the ongoing obligation of maintenance and repair of

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the Project Improvements within the designated License Areas, including reconstruction, repair or reinstallation of Project Improvements from time to time and shall also include the operational activities involved in the Project Improvements. The term *Project* shall not include the possession, use or occupancy of the designated License Areas for any other purpose, except as expressly authorized in this Revocable License. The term *Project* includes any portion thereof.

*Project Improvements* means the placement, installation, construction, fabrication of certain improvements within the License Areas One, Two and Three consisting of, among other matters, renovations to a restaurant to include an outdoor dining patio area paved with paver-bricks, aluminum picket gate, canvas awning, wood decking, concrete paver bricks, landscaping, including sod, shrubs and ground covers, irrigation, pvc pipe for private sanitary lateral from patio bar, pvs pipe for potable water supply to patio bar, screened wall, an overhead dining canopy with supporting structures, landscaping and irrigation system, paved asphalt parking spaces, parking bumpers and curbing relating thereto and also includes the catch basin and 24" storm drainage outfall line lying within License Areas Two and Three. The term *Project Improvements* includes any portion thereof. The Project Improvements are demonstrated schematically on the Site Plan attached hereto of **Exhibit "D."**

*Property* means the real property owned by LICENSEE within which License Area One and License Area Two are located, said Property being described as:

PARCEL ONE:

All of a Resubdivision of Block 6 of the Amended Plat of a Portion of CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof, as recorded at Plat Book 70, Page 17 of the Public Records of Broward County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, Broward County, Florida.

PARCEL TWO:

Lot 25, Block 7 of the Amended Plat of a Portion of CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof, as recorded in Plat Book 53, Page 36 of the Public Records of Broward County, Florida; said lands lying, situate and being in the City of Fort Lauderdale, Broward County, State of Florida.

*Staging of Materials or Equipment* means the placement of materials or equipment or parking of vehicles within the License Area Three or vehicular travel lanes adjacent thereto in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to Licensee's Property as soon as practicable.

*Storage* is synonymous with *Staging of Materials or Equipment* and shall mean the placement of materials or equipment within the License Area Three or any public right of way

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within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

*ULDR* means the City of Fort Lauderdale's Unified Land Development Regulations.

**3. Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a revocable license ("Revocable License") for the nonexclusive possession, use, construction, installation, operation, occupancy, maintenance, repair and replacement, from time to time, of the Project and Project Improvements within the License Areas at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License.

**4. Project Program.** As part of a Development Project located at 3300 East Commercial Boulevard, LICENSEE has requested a Revocable License to complete certain Project Improvements, including, but not limited to:

- a. Relocation of 24" storm drainage outfall line to License Area Two;
- b. Provide a new 15' CITY Utility Easement for the relocated 24" storm drainage outfall line along the South boundary of LICENSEE'S Property;
- c. Removal of existing encroachments from the existing 20' Utility Easement, including, but not limited to, removal of existing trash enclosure, accessory structure attached to the South side of building as of existing on or before the date the City Commission approves execution of this Revocable License and removal of portions of the existing asphalt and removal of existing patio and wood decking;
- d. Construction of a 7.2' wide overhead canopy to span License Area One;
- e. Construct decorative paver surface and concrete patio surface on compacted subgrade to be situated and maintained within the Easternmost 81' of License Area One;
- f. Construct decorative fence with an aluminum gate spanning (North/South) the Easternmost 46' within License Area One;
- g. Install and maintain landscaping including irrigation system within License Area One;
- h. Installation of removable patio furniture within License Area One;
- i. Construction of wood deck within License Area One;
- j. Replace existing asphalt parking with new asphalt parking and concrete curbing within License Area One and Two; and
- k. Installation of private 6" sanitary sewer lateral from patio bar service line crossing License Area One within the Westerly 60' of License Area One; and
- l. Construction, maintenance and repair of catch basin within License Area Three in close proximity to the Western boundary of the 20' Utility Easement on the face of the Plat.
- m. Project Improvements in License Area One include concrete curbing, private 12" drainage, landscaping and irrigation, stone paver brick, aluminum fencing, concrete patio, private 2" pvc water service to bar, canopy, removable patio furniture and wood deck.

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- n. Project Improvements in License Area Two include 24" storm drainage line, concrete curb, asphalt paving, landscaping and irrigation, and aluminum fencing.
- o. Project Improvements in License Area Three include 24" storm drainage line, concrete curbing, landscaping.
- p. Additional improvements or modifications of Project Improvements within the License Areas are strictly prohibited unless accompanied by an amendment of this Revocable License.

**5. Term.** The term of this Revocable License shall be for such time as LICENSEE has need to operate and maintain the Project and Project Improvements, subject to sooner termination as set forth below.

**5.1** In the event that the Revocable License for any of the License Areas 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 any of the above-mentioned License Areas for a superior conflicting municipal purpose or (c) determines that continuation of the License for any of the License Areas granted herein is no longer in the best public interest, all as determined by the City Commission after at least fifteen (15) advance notice to LICENSEE that the matter will be considered by the City Commission, then, in that event, the License granted herein for the respective License Area shall be terminable, in whole or in part, at the will of the City Commission.

**5.2** In the event LICENSEE is in violation of any material term or condition of this Revocable License, as reasonably determined by the City Manager, or 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 at any time the CITY requires the use of any of the License Areas or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or continuation of the License granted herein as to any of the respective License Areas is no longer in the best public interests, all as reasonably determined by the City Manager, then, upon advance written notice to LICENSEE of not less than seventy-two (72) hours where LICENSEE is given an opportunity to be heard on the matters by the City Manager, the authority granted by this License as to any of the respective License Areas may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days.

**5.3** In the event that emergent conditions arise within any of the License Areas 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 13, 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.

**5.4** This Revocable License as to any of the respective License Areas may also be revoked or terminated pursuant to the terms of Section 22.2.1.

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**6. Conditions.** The Revocable License granted herein is subject to the following conditions:

**6.1 Phasing of construction and installation of Project Improvements.**

Before proceeding to implementation, construction, installation, operation, maintenance, repair or management of the Project Improvements within License Area One, LICENSEE shall:

**6.1.1** Execute, deliver and bear the cost of recordation of a new 15' CITY Utility Easement within License Area Two;

**6.1.2** Abandon, in place, the 24" storm drainage outfall line underlying the 20' Utility Easement on the face of the Plat;

**6.1.3** Construction of a catch basin within License Area Three; and

**6.1.4** Construction and installation of a new 24" storm drainage line within License Area Two.

**6.2** LICENSEE shall submit Plans and Specifications for the Project Improvements, to the Office of the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of the Project Improvements.

**6.2** No construction of the Project Improvements shall be commenced prior to issuance of the required Permits.

**6.3** To the extent required by law, no placement, installation or construction of the Project Improvements within any License Area shall be commenced prior to issuance of a Building Permit, where applicable, by the Building Official or issuance of an Engineering Permit, where applicable, by the City Engineer.

**6.4** For any License Area where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Area CITY, at the discretion of the City Engineer shall perform, at its sole cost and expense, a sub-surface utility investigation.

**6.4.1** In the event defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

**6.4.2** In the event no defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, LICENSEE shall bear the cost of any repairs required after construction of the Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the CITY Engineer.

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**6.5** Any damage to existing pavement or to any publicly owned property or rights-of-way caused by the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

**6.6** LICENSEE shall provide to the Office of the City Engineer as-builts plans, specifications, details and surveys after construction of the Project Improvements.

**6.7** LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

**6.8** Any damage to existing pavement or to any publicly owned property or rights-of-way caused by the installation, movement or removal of Project Improvements shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

**6.9** A Construction Mitigation Plan for the Project shall be submitted with Engineering Permit No. 12081674. The Construction Mitigation Plan shall at the minimum include proposed fenced areas, material and equipment storage areas, construction parking plan, construction delivery truck routing and times, crane locations, suitable dewatering, pumping, sedimentation and filtering systems for dewatering foundations, and plans for maintaining traffic during the phases to be constructed. Additional requirements are provided in the instructional form "SUBMITTAL REQUIREMENTS FOR ENGINEERING PERMITS FOR CONSTRUCTION MITIGATION" available through the office of the City Engineer.

**6.10** 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, light poles, etc. located within the public right of way or License Areas shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project.

**6.11** Storage of construction materials or equipment shall be limited to the Property and shall not be stored within any of the public rights-of-way within a two-block radius of the Property. Staging of Materials and Equipment in the public right of ways is strictly prohibited.

**6.12** Storage of dumpsters and debris shall be limited to the Property and shall not be stored, placed or collected within the any of the public rights-of-way within a two-block radius of the Property.

**6.13** A full time site clerk will be in the project office to receive and direct inquiries to the correct party for a response.

**6.14** If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding streets of dirt and debris.

**6.15** All material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

**6.16** Violation of any of the conditions of this Revocable License shall result in a suspension of building or engineering inspections under the Building Permits or Engineering Permits issued in conjunction with this Project, Project Improvements and the Development Project 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.

**6.16.1** A fine of \$ 1,000.00 per day may be imposed for violations of any of the terms or conditions hereof in accordance with Section 22.1.1, et seq. hereof.

**6.17** LICENSEE shall be responsible for verifying all underground utilities prior to digging in any area. Licensee shall notify all necessary utility companies 48 hours minimum prior to digging for verification all underground utilities, irrigation and all other obstructions and coordinate prior to initiating operations. No portion of the speed humps or landscape islands may be located any closer than ten (10) feet to any underground utilities.

**6.18** LICENSEE is responsible to ensure proper watering and maintenance of new and relocated materials during the warranty period set forth in Section 6.19 below.

**6.19** LICENSEE shall be responsible for the guarantee of all plant material for a period of twelve (12), months from the date of Certificate of Completion.

**6.20** All plant material within the License Areas shall be covered by automatic irrigation.

**6.21** All landscape specifications shall meet or exceed the minimum requirements as show in the City's ULDR and specifications of the Office of the City Engineer.

## **7. Cost Recovery and Fees.**

**7.1 Annual Inspection Fees.** LICENSEE agrees to pay to CITY for each year of the License Term, commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by the City Manager which such fee shall be based on the CITY'S reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this License over the then current fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>).

**7.2 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 of the Plans and Specifications for the Project, inspections to

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determine if the construction is proceeding in accordance with the Plans and Specifications approved by the Office of the City Engineer, and reasonable cost of CITY attorneys' services associated with the preparation and administration of the Revocable License and any amendments thereto and including enforcement of the terms thereof.

**7.3 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 detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. 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.

**8. ADA.** LICENSEE shall have the continuing obligation of compliance with the Americans With Disabilities Act, as same may be amended from time to time, with respect to the Project as it is applicable.

**9. Condition of License Areas.** LICENSEE accepts the License Areas 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 the License Areas, which have a material adverse effect on the Project, CITY shall be notified immediately.

**10. Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair and replace, from time to time, the Project Improvements within the License Areas and the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Areas, Project Improvements and the Project in order to comply with 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.

**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 or Project Improvements within the License Areas.

**12. Repairs and Maintenance.** LICENSEE shall not commit waste or injury to any of the License Areas 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 Project Improvements within any of 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. LICENSEE further covenants and agrees, to make or cause to be made any and

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all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Areas and Project Improvements in their original condition at the time of the commencement of the License Term. The Office of the City Engineer shall approve all structural repairs and replacements. When making repairs, replacements and maintenance LICENSEE shall comply with all laws, City Codes, ordinances, Florida Building Code, regulations promulgated by federal, state, county, city or any other agency with jurisdiction over the Project and Project Improvements and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return an of the License Areas to the original condition at the time of commencement of the License Term with the exception of LICENSEE'S outstanding obligation of maintenance and repair and replacement, from time to time, of the catch basin and re-routed 24" storm drainage line within License Areas Two and Three. 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 and fax or email 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 Paragraph, LICENSEE's Contact Person shall be **Anthony Guilliano**, telephone number **(561) 445-9226**; fax number **(561) 620-2565** and e-mail address: **Tonyboca1@gmail.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 in writing.

**14. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Project Improvements 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, subject to CITY's reasonable satisfaction.

**15. Liens Against the License Areas.** 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 Areas, 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 Areas. 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 Areas, 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 upon the CITY's right, title or interest in and to the License Areas. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

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QBD

**16. Removal, Restoration and Bonding.**

**16.1** Except as may otherwise be expressly provided herein, it is agreed that upon termination of this Revocable License, in whole or in part, as to any of the respective License Areas, LICENSEE shall remove all or any part of the Project Improvements and any components thereof upon revocation or termination of this License as aforesaid as to any of the respective License Areas and upon demand of CITY for removal of all or any part of the Project Improvements as to any of the respective License Areas and LICENSEE shall restore the surface of the such License Areas to the conditions that existed prior to LICENSEE's installation of all or any of the Project Improvements within such License Areas. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to begin to remove all or any part of the Project improvements contemplated herein with sixty (60) days after written demand by the City, the CITY is hereby authorized to remove such Project Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the respective License Areas to the conditions that existed prior to the LICENSEE's construction of Project Improvements, 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 to immediately begin the process of removing any or all of the Project Improvements within the respective License Areas upon termination, in whole or in part, of this License.

**17. Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the respective License Areas, suffer or permit any damage to the respective License Areas or to the adjacent real property. If during the term of this Revocable License LICENSEE becomes aware that the Project Improvements within the any of the respective License Areas have been 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 respective License Areas, Project Improvements 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 Project Improvements within the respective License Areas or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such Project Improvements, LICENSEE shall seek the Permits and approvals, if any, required for such removal and cause such Project Improvements to be removed from the respective License Areas and return the respective License Areas to the condition that existed prior to the Effective Date of this Revocable License.

**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 any of the License Areas by CITY but rather a license granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance, repair and replacement, from time to time, of the respective License Areas for the conduct of the Project under the terms and conditions stated herein.

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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 reasonable attorney's fees actually incurred, 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 location, construction, repair, maintenance use or occupancy by LICENSEE of the respective License Area or Project, 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 construction, rehabilitation or restoration of any of the respective License Areas by LICENSEE, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, is included in the indemnity. In regard to any indemnity granted in this Revocable License, LICENSEE and CITY agree as follows:

- (i) The indemnified party shall give written notice to the indemnifying party within forty-five (45) days after receiving notice of claims, loss, complaint, expense or cost that might be covered by an indemnity contained herein;
- (ii) The failure of an indemnified party to timely give the written notice required by subparagraph (i) above shall constitute a waiver and a release by the indemnified party of any claim that is otherwise would have had pursuant to any indemnity contained herein in connection with the claim, loss, complaint, expense or cost for which it failed to properly and timely give written notice to the indemnifying party; and
- (iii) The indemnifying party shall be entitled to defend and/or settle any claim or complaint with counsel of its choosing, subject to the prior approval of any chosen counsel or any settlement by the indemnified party, which approval shall not be unreasonably withheld, conditioned or delayed.

LICENSEE further agrees that upon proper and timely notice 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. This indemnification shall survive termination, revocation or expiration of the Revocable License and shall cover any acts or omissions occurring during the term of the Revocable License, including any period after termination, revocation or expiration of the Revocable License while any curative acts are undertaken.

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**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 Commercial 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, Two Million Dollars (\$2,000,000.00) general aggregate limit and shall name the CITY as an additional insured. The policy may contain a deductible no greater than \$10,000.00. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY. The policy must include:

Premises and operations

Independent contractors

Products and Completed Operations for contracts

Broad Form Contractual Coverage applicable to this specific Revocable License, including any hold harmless and indemnification agreements

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability

- (c) **Workers' Compensation Insurance** to apply to all LICENSEE's employees engaged in the Project and employees of contractors retained by LICENSEE for the Project, 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) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- (d) **Business Automobile Liability** for all automobiles owned or leased by LICENSEE and utilized in the Project and for all automobiles owned or leased by LICENSEE's contractors that are involved in the operation of the Project with limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition

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of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Automobiles, if applicable.

Employers' Non-Ownership, if applicable.

- (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, having agents upon whom service of process may be made in Broward County, Florida,
  - (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.M. 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,
  - (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, and
  - (vii) shall name CITY, its officers, agents, employees, volunteers and elected officials as additional insured under the Commercial Liability Policy.
- (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 its contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to

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reasonably require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

- (h) LICENSEE shall require any subcontractors doing work pursuant to this Revocable License to provide and maintain the same insurance coverages as specified above, which such insurance shall also name CITY and its officers, agents, employees, volunteers and elected officials.
- (i) CITY reserves the right to review and reasonably revise any insurance requirements on an annual basis (as measured from the Effective Date hereof), including, but not limited to, deductibles, limits, coverage and endorsement based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- (j) All such policies shall be without any deductible amount, unless otherwise noted in this Revocable License. LICENSEE shall pay all deductible amounts, if any.

**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 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 written notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances.

**22.1.1** In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide written Notice thereof to LICENSEE and impose or assess a fine of \$1,000.00 ~~500.00~~ per day for each and every day the violation continues beyond the date set in the Notice under Section 22.1.

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

**22.1.3** In the event LICENSEE disagrees with the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the City Manager within five (5) days of receiving notice of (a), (b) or (c) above.

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**22.1.4** Within ten (10) days of receiving a Notice of Appeal under Section 22.1.3, the City Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 22.1.3, the City Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The City Manager may equitably adjust downward any fines in the interests of justice.

**22.1.5** In the event LICENSEE contests the Final Order of the City Manager under Section 22.1.4 above, LICENSEE may file a Notice of Appeal with the CITY Clerk including all written arguments in support of contesting the Final Order. The City Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the City Commission shall hear presentations by the LICENSEE and City Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

**22.1.6** Any fines resulting from the process set forth in Sections 22.1.1 through 21.1.5 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

**22.1.7** LICENSEE hereby waives all right, title and interest to the issuance of any temporary, partial or final Certificate of Occupancy or Certificate of Completion for the Development Project during the period that any violations of the terms or conditions of this License still exist.

**22.1.8** LICENSEE hereby waives all right, title and interest in issuance of any temporary, partial or final Certificate of Occupancy or Certificate of Completion for the Development Project during the period that any fines imposed have not been paid.

**22.1.9** LICENSEE hereby waives all right, title and interest in and to any further building or engineering inspections during the period that any violations of the terms or conditions of this License still exist.

**22.2** In the event the LICENSEE fails to timely cure the violation within the time specified in Section 22.1, the CITY, as an alternative to the procedures set forth in Sections 22.1.1 through 22.1.9, may

**22.2.1** revoke or terminate this License in whole or in part as to any of the respective License Areas; or

**22.2.2** 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 public easements and rights-of-way or CITY owned lands used for a municipal purpose a violation or breach of

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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

**22.2.3** 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.

**22.3** If LICENSEE does not make the payments required under this Section 20 within the sixty (60) day period set forth herein, then CITY shall have a right to record a Claim of Lien upon the Property, which Lien may be either (a) for the total amount of the fines resulting from the procedures set forth in Sections 22.1 and 22.2, including all subsections thereunder, or (b) 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 LICENSEE'S failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

**22.4** CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien. The remedies found within this Section 22, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**23. Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above any of the License Areas.

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**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 hand delivery, or by a nationally recognized overnight courier, or 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 LICENSEE 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 upon receipt if by hand delivery, upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with 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 Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL 33302-4250

With copy to: City Attorney  
City of Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL 33302-4250

AS TO LICENSEE:

(c) As to activities under Paragraph 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 Paragraph 13, Emergencies.

**25. 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 Areas without the prior written consent of CITY, which such consent LICENSEE may be granted or withheld in its absolute discretion.

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**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 Areas and the conduct of the Project permitted herein.

**27 Public Entity Crime Act.**

**27.1** LICENSEE represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for Category Two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY'S competitive procurement activities.

**27.2** In addition to the foregoing, LICENSEE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether B-CYCLE has been placed on the convicted vendor list.

**28. Independent Contractor.** As between CITY and LICENSEE, LICENSEE is an independent contractor under this Revocable License. Services provided by LICENSEE pursuant to this Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to LICENSEE or LICENSEE'S agents any authority of any kind to bind CITY in any respect whatsoever.

**29. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Revocable License and acknowledge that the preparation of this Revocable License has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Revocable License shall be interpreted as to its fair meaning and not strictly for or against any party.

**30. 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

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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.

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

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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

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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.

**39. 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 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 brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Revocable License shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Revocable License, CITY and LICENSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Revocable License or any acts or omissions in relation thereto.**

**40. 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.

**41. Recording.** This Revocable License shall be conditioned upon recordation of the Revocable License in the Public Records of Broward County, Florida. CITY shall record the Revocable License, subject to LICENSEE reimbursing CITY for the cost thereof. A copy of the recorded Revocable License shall be provided to LICENSEE and filed with the City Clerk's Office of the City of Fort Lauderdale.

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

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

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LICENSEE: Kalik, LLC  
3300 East Commercial Boulevard  
Restaurant Renovation

ABD



AS TO CITY:

WITNESSES:

Safaa Ali  
Safaa Ali  
[Witness type or print name]

Aida Penelo  
Aida Penelo  
[Witness type or print name]

CITY OF FORT LAUDERDALE

By [Signature]  
John P. "Jack" Seiler, Mayor

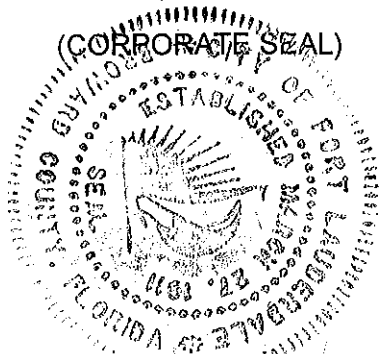
By [Signature]  
Lee R. Feldman, City Manager

ATTEST:

[Signature]  
Jonda Joseph, City Clerk

Approved as to form:

[Signature]  
Robert B. Dunckel,  
Assistant City Attorney



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2012, 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.

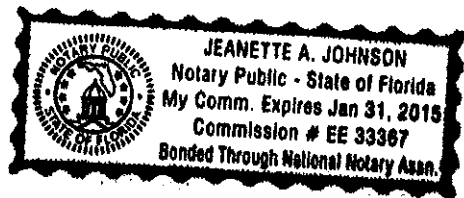
(SEAL)

[Signature]  
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 BE 33367



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LICENSEE: Kalik, LLC  
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Restaurant Renovation

[Handwritten initials]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September 2012, 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)



WENDY S. GONYEA  
MY COMMISSION # DD 976509  
EXPIRES: March 29, 2014  
Bonded Thru Budget Notary Services

*Wendy S. Gonyea*

Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

WENDY S. GONYEA

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 3/29/14  
DD 976509

Commission Number

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*ABD*

AS TO LICENSEE:

KALIK, LLC, A Florida Limited Liability Company

By: [Signature]  
Carlos Demirdjian, Managing Member

[Signature]  
Scott A. Sherry  
[Witness type or print name]

[Signature]  
Emily Stavrianakos  
[Witness type or print name]

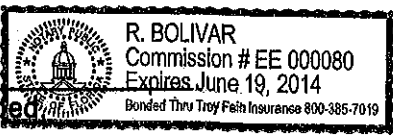
STATE OF FLORIDA:  
COUNTY OF PALM-BEACH: Broward

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2012, by, **Carlos Demirdjian**, Managing Member of Kalik, LLC, a Florida Limited Liability Company, who has the authority to execute this Revocable License on behalf of Kalik, LLC. He is personally known to me or did take an oath.

(SEAL)

[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

R. Bolivar  
Name of Notary Typed  
Printed or Stamped



My Commission Expires:  
6.19.2014  
Commission Number

L:\REALPROP\REV\_LIC\2012\Kalik, LLC\301.05.14.12(d).doc

Revocable License  
LICENSEE: Kalik, LLC  
3300 East Commercial Boulevard  
Restaurant Renovation

[Handwritten initials]

LICENSE AREA 1

SKETCH & DESCRIPTION  
**EXISTING UTILITY EASEMENT PER:**

A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION  
(P.B. 70, PG. 17, B.C.R.)

**LAND DESCRIPTION:**

A portion of A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the southwest corner of said Plat; thence N04°42'42"E along the west line of said Plat, a distance of 100.30 feet to the POINT OF BEGINNING; thence continue N04°42'42"E along the west line of said Plat, a distance of 20.06 feet; thence S89°41'13"E along the north line of an existing utility easement as shown on said Plat, a distance of 150.00 feet; thence S04°42'42"W along the east line of said Plat, a distance of 20.06 feet; thence N89°41'13"W along the south line of said existing utility easement, a distance of 150.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Ft. Lauderdale, Broward County, Florida and containing 3,000 square feet more or less.

**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida, based on the west line of said Plat, having a bearing of N04°42'42"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P = Per Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 5/24/2012



JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2
REVISIONS



**AVIROM & ASSOCIATES, INC.**  
**SURVEYING & MAPPING**  
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BOCA RATON, FLORIDA 33432  
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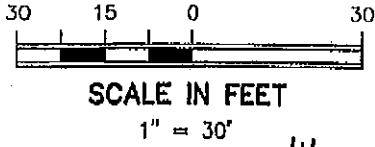
JOB#:	8859-1(2)
SCALE:	1" = 30'
DATE:	05/24/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	1 OF 2

**EXHIBIT "A"**



SKETCH & DESCRIPTION  
**EXISTING UTILITY EASEMENT PER:**

A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION  
 (P.B. 70, PG. 17, B.C.R.)



**EAST COMMERCIAL BLVD. (NE 50th STREET)**

(P.B. 70, PG. 17, B.C.R.)

NORTH LINE OF EXISTING UTILITY EASEMENT  
**S89°41'13"E 150.00'**

**±3000 SQUARE FEET  
 20' UTILITY EASEMENT  
 (P.B. 70, PG. 17, B.C.R.)**

**N89°41'13"W 150.00'**  
 SOUTH LINE OF EXISTING UTILITY EASEMENT

**P.O.B.**

(P.B. 70, PG. 17, B.C.R.)

**DUPONT BOULEVARD**  
 50' PUBLIC RIGHT-OF-WAY  
 (P.B. 53, PG. 36, B.C.R.)

**N04°42'42"E  
 20.06'**

**N04°42'42"E 100.30'**  
 WEST LINE OF SAID PLAT  
 (BEARING BASE)

**S04°42'42"W  
 20.06'**

EAST LINE OF SAID PLAT



SOUTH LINE OF SAID PLAT

**NE 49th STREET**  
 50' PUBLIC RIGHT-OF-WAY  
 (P.B. 53, PG. 29 & 36, B.C.R.)

**P.O.C.**  
 SOUTHWEST CORNER OF  
 P.B. 70, PG. 17, B.C.R.

LOT 13, BLOCK E  
 (P.B. 53, PG. 29, B.C.R.)

**INTRACOASTAL WATERWAY**

NOT VALID WITHOUT SHEETS 1 & 2

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JOB #:	8859-1(2)
SCALE:	1" = 30'
DATE:	05/24/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	2 OF 2

*GBO*

**LICENSE AREA TWO**

**SKETCH & DESCRIPTION  
A PORTION OF**

A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION (P.B. 70, PG. 17, B.C.R.)

**LAND DESCRIPTION:**

A portion of A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida, described as follows:

BEGIN at the southwest corner of said Plat; thence N04°42'42"E along the west line of said Plat, a distance of 15.04 feet; thence S89°41'13"E along a line 15.00 feet north of and parallel with the south line of said Plat, a distance of 150.00 feet; thence S04°42'42"W along the east line of said Plat, a distance of 15.04 feet; thence N89°41'13"W along the south line of said Plat, a distance of 150.00 feet to the POINT OF BEGINNING.

Said lands situate in the City of Ft. Lauderdale, Broward County, Florida and containing 2,256 square feet more or less.


**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other Instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida, based on the west line of said Plat, having a bearing of N04°42'42"E.
5. Data shown hereon was compiled from Instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; L.B. = Licensed Business; P = Per Plat; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 5/10/2012

  
JOHN T. DOOGAN, P.L.S.

Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

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JOB #:	8859-1
SCALE:	1" = 30'
DATE:	05/08/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	1 OF 2

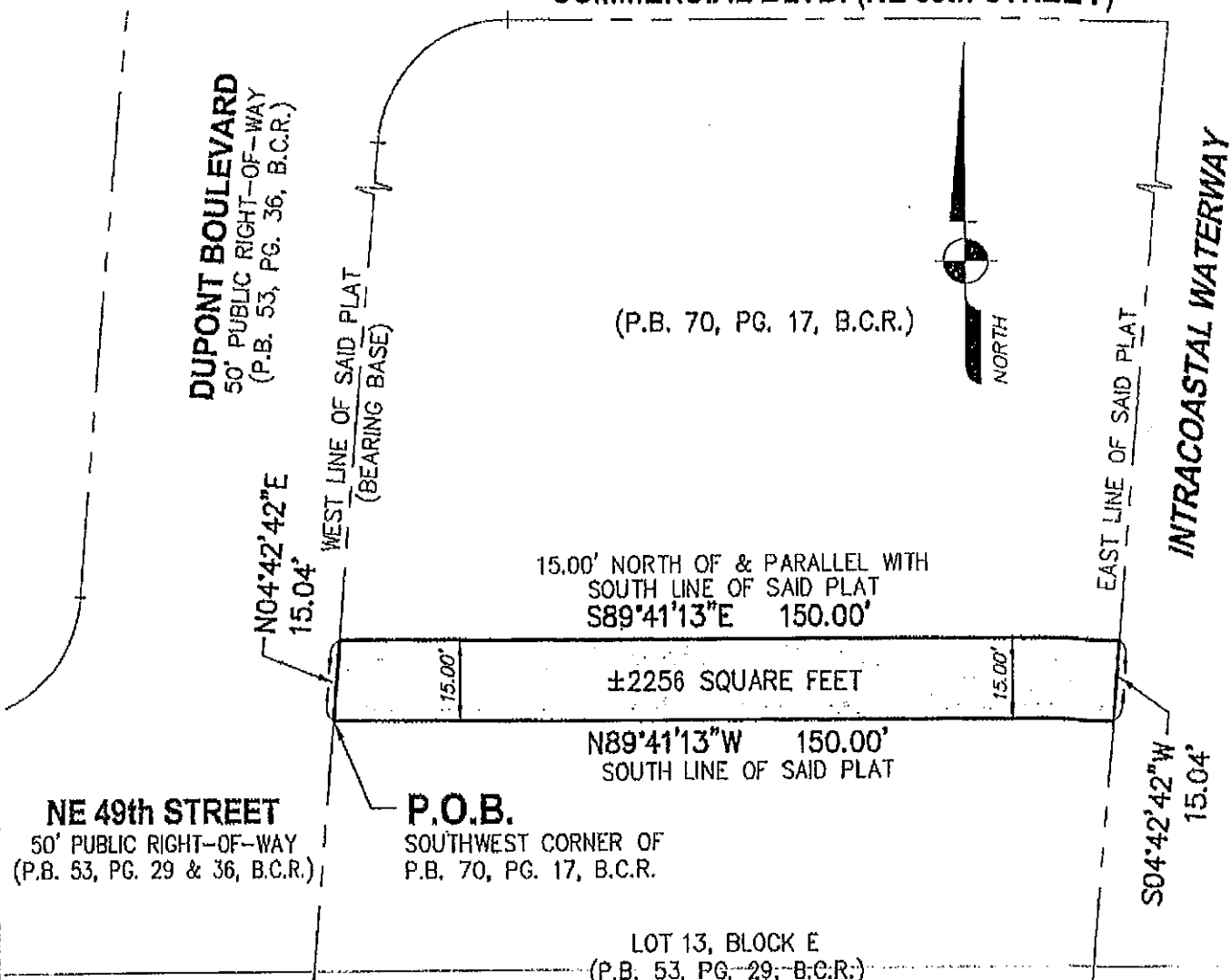
**EXHIBIT "B"**

*Handwritten initials*

SKETCH & DESCRIPTION  
**A PORTION OF**

A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION  
 (P.B. 70, PG. 17, B.C.R.)

**COMMERCIAL BLVD. (NE 50th STREET)**



**NE 49th STREET**  
 50' PUBLIC RIGHT-OF-WAY  
 (P.B. 53, PG. 29 & 36, B.C.R.)

**P.O.B.**  
 SOUTHWEST CORNER OF  
 P.B. 70, PG. 17, B.C.R.

LOT 13, BLOCK E  
 (P.B. 53, PG. 29, B.C.R.)



**SCALE IN FEET**  
 1" = 30'

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JOB #:	8859-1
SCALE:	1" = 30'
DATE:	05/08/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	2 OF 2

*ABD*

**LICENSE AREA THREE**

**SKETCH & DESCRIPTION  
A PORTION OF DUPONT BOULEVARD**

"AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION"  
(P.B. 53, PG. 36, B.C.R.)

**LAND DESCRIPTION:**

A portion of Dupont Boulevard as shown on "AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION", according to the Plat thereof as recorded in Plat Book 53, Page 36 of the Public Records of Broward County, Florida, described as follows:

BEGIN at the southwest corner of A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida; thence N89°41'22"W, 50.15 feet; thence N04°42'42"E along the east line of said "AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION" and its southerly extension, a distance of 140.36 feet; thence S85°17'18"E, 25.00 feet; thence N04°42'42"E, 91.99 feet; thence S85°17'18"E, 31.66 feet; thence S04°42'42"W, 14.01 feet to a point on a non-tangent curve, concave to the southeast, having a radius of 25.00 feet, a central angle of 42°48'03" and a chord bearing of S26°06'43"W, chord distance of 18.24 feet; thence south westerly along the arc of said curve, a distance of 18.68 feet to the a point of tangency; thence S04°42'42"W along the west line of said A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, a distance of 197.51 feet to the POINT OF BEGINNING.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida and containing 9,350 square feet more or less.

**SURVEYOR'S NOTES:**

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to A RESUBDIVISION OF BLOCK 6 OF THE AMENDED PLAT OF A PORTION OF CORAL RIDGE COMMERCIAL BOULEVARD ADDITION, according to the Plat thereof as recorded in Plat Book 70, Page 17 of the Public Records of Broward County, Florida, based on the west line of said Plat, having a bearing of S04°42'42"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: A = Arc Length; B.C.R. = Broward County Records; Δ = Central Angle; CB = Chord Bearing; L.B. = Licensed Business; P = Per Plat; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius.

**CERTIFICATION:**

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 6/15/2012

*[Signature]*

JOHN T. DOOGAN, P.L.S.  
Florida Registration No. 4409  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

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JOB #:	8869-2
SCALE:	1" = 40'
DATE:	06/07/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	1 OF 2

**EXHIBIT "C"**

*[Handwritten initials]*



**LICENSE AREA THREE**

SKETCH & DESCRIPTION

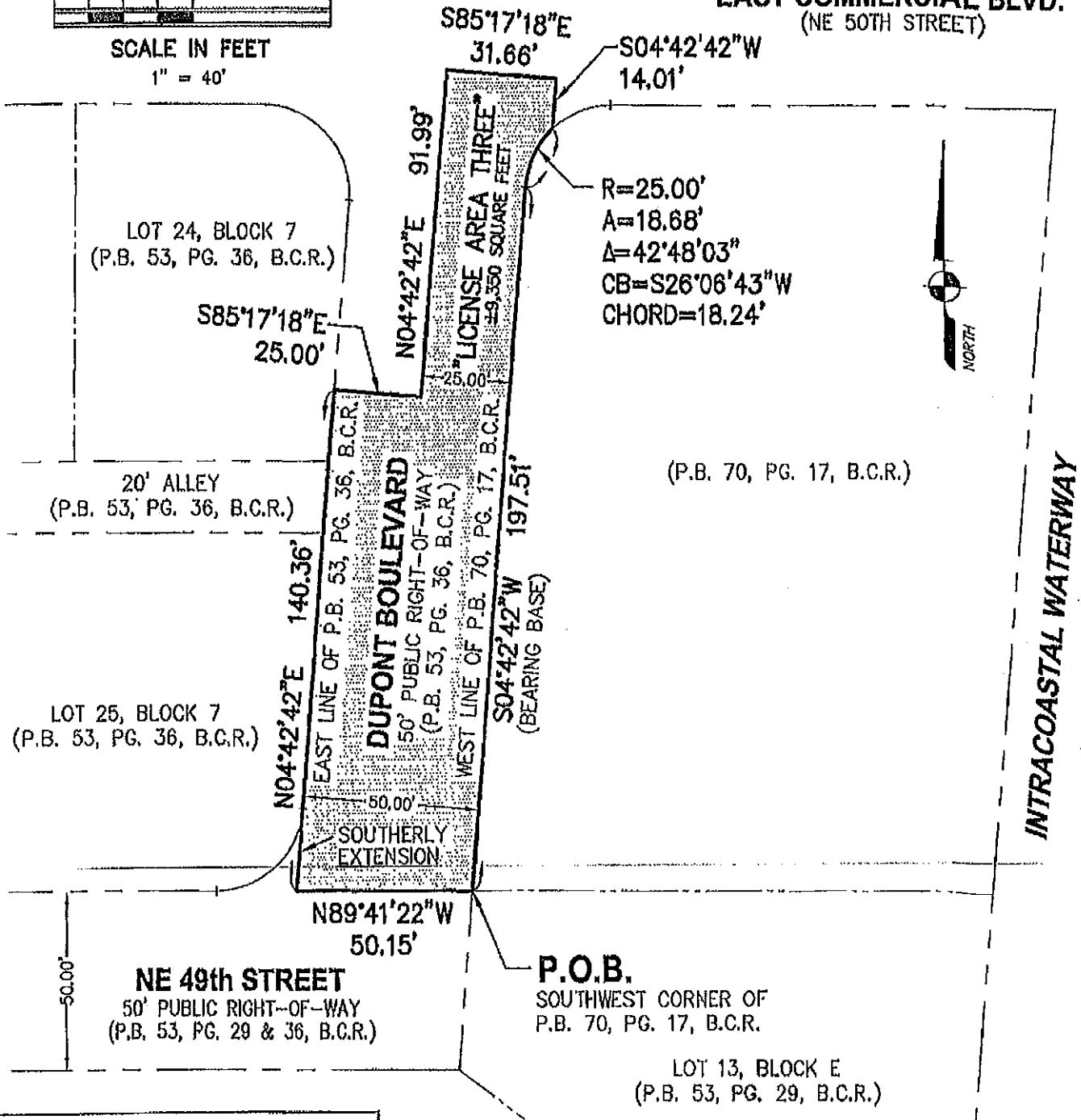
**A PORTION OF DUPONT BOULEVARD**

"AMENDED PLAT OF A PORTION OF" CORAL RIDGE COMMERCIAL BOULEVARD ADDITION  
(P.B. 53, PG. 36, B.C.R.)



SCALE IN FEET  
1" = 40'

**EAST COMMERCIAL BLVD.**  
(NE 50TH STREET)



NOT VALID WITHOUT SHEETS 1 & 2

REVISIONS

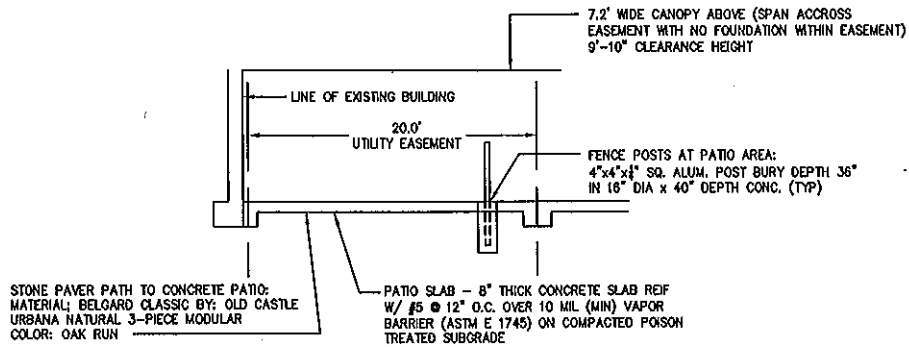


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JOB #:	8859-2
SCALE:	1" = 40'
DATE:	08/07/2012
BY:	S.A.M.
CHECKED:	J.T.D.
F.B.	NONE PG. NONE
SHEET	2 OF 2

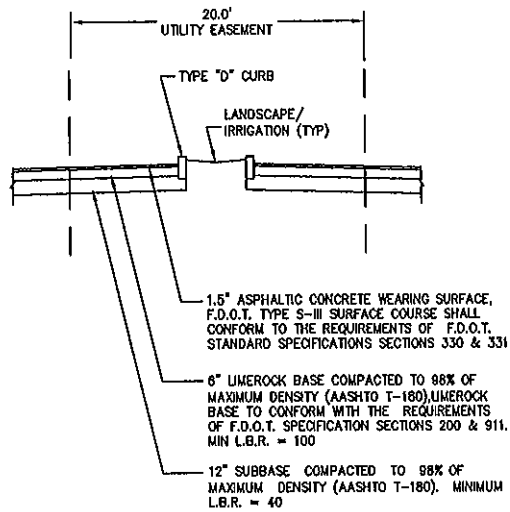
*Handwritten signature/initials*





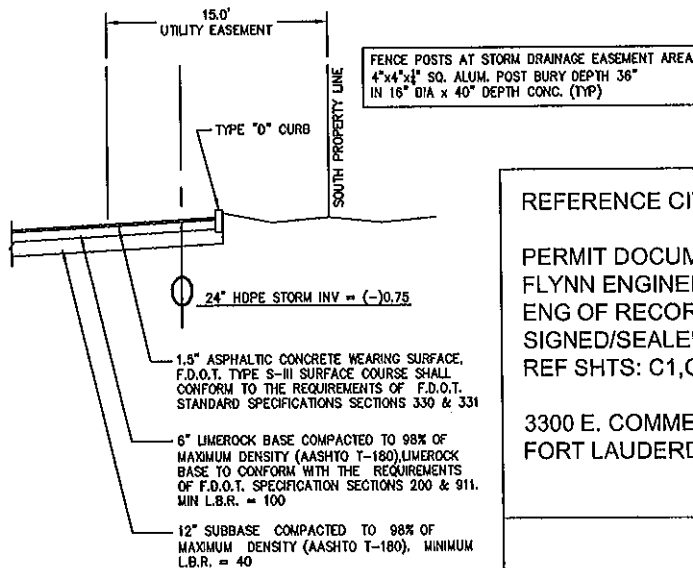
## SECTION A-A

SCALE: 1:10



## SECTION B-B

SCALE: 1:10



## SECTION C-C

SCALE: 1:10

REFERENCE CITY PERMIT #12070069

PERMIT DOCUMENTS BY:  
FLYNN ENGINEERING SERVICES, P.A.  
ENG OF RECORD: JOSHUA D. HORNING, P.E.  
SIGNED/SEALED - JULY 2012  
REF SHTS: C1,C2,C3,C4

3300 E. COMMERCIAL BOULEVARD  
FORT LAUDERDALE, FL 33308

EXHIBIT D  
SHEET 2 OF 2

*Handwritten initials: JPH*