

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

REVOCABLE LICENSE

THIS IS A REVOCABLE LICENSE granted this 15th day of November, 2011, by and between:

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

and

FRIENDS OF SHIPPEY HOUSE, INC., a Florida not for profit corporation, whose principal address is 2810 E. Oakland Park Blvd., Suite 200, Fort Lauderdale, FL 33306, (hereinafter "LICENSEE").

RECITALS:

A. Fred B. Shippey was the second judge in Broward County, Florida. His home ("House") was built circa 1913 with an address of 215 SW 7th Avenue, Fort Lauderdale, Florida. The House had stood on its original site for roughly 98 years and serves as an example of early vernacular architecture. The House has been listed in the Florida Master Site File for 26 years.

B. LICENSEE is an Internal Revenue Service Section 501 (c) (3) corporation formed for the purpose of educating the community and visitors about the City of Fort Lauderdale and Broward County history and preserving the historic assets for the public good. More specifically it was formed with the intent of preserving the House.

C. The House currently sits upon 215 S.W. 7th Avenue (a/k/a Avenue of the Arts), Fort Lauderdale, FL. CVM 1 REO, LLC is the current owner of the real property upon which the House sits. CVM 1 REO, LLC has an active demolition permit to demolish the House.

D. In order to "save" the House, LICENSEE is desirous of locating the House to the License Area, owned by the CITY. At this proposed location the House would be adjacent to the 1899 Replica Schoolhouse. This new location is compatible with other nearby historic structures such as the Philemon Bryan House, King-Cromartie House, New River Inn and the Bryan Homes.

E. LICENSEE has a proposed Business Plan that entails moving the House from its location at 215 S.W. 7th Avenue (a/k/a Avenue of the Arts), Fort Lauderdale to the License Area, such Business Plan consisting of three phases: Phase I - site preparation,

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move to new foundation and set it down on new foundation, landscaping; Phase II – exterior restoration; Phase III – interior rehabilitation.

F. LICENSEE'S Business Plan provides that the House would not be another "house museum" as the interior of the House would be adaptively re-used for offices or commercial use consistent with the CITY'S H-1 zoning district.

G. The City Commission determines that the granting of a Revocable License to LICENSEE under the circumstances constitutes a valid municipal purpose; and

H. The City Commission of the City of Fort Lauderdale, by Motion, adopted November 1, 2011, has authorized execution of this Revocable License by the proper CITY officials;

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

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

2. **Defined Terms.** The following terms, as used and referred to herein, shall have the meaning 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 Manager, 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.

Effective Date means date on which the Revocable License will become effective. The Revocable License will not become effective until (i) executed by both the proper officials on behalf of the CITY and LICENSEE, and (ii) LICENSEE has met the conditions precedent to this Revocable License as set forth in Section 3.1 below.

House means the Shippey House, the home of the second Judge in Broward County, Florida, said House being formerly located at 215 S.W. 7th Avenue (a/k/a Avenue of the Arts).

License Area means the area within which the Project Improvements are situated, said License Area being a parcel land lying situate and being in the City of Fort Lauderdale, Broward County, State of Florida and more particularly described as follows:

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Lot 7 and the South one-half (S 1/2) of Lot 6, Block "C", TOWN OF FORT LAUDERDALE, according to the Plat thereof, recorded in Plat Book "B", Page 40 of the Public Records of Dade County, Florida; said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, containing 6,750 square feet, more or less, a Sketch and Description of which is attached hereto as **Exhibit "A"**.

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

Plans and Specifications means the plans, specifications, drawings, details, and survey for the Project Improvements to be constructed within the License Area, which such plans, specifications, drawings, details, etc. are on file in the Office of the City Engineer.

Project Improvements means the foundation to be constructed for the "Shippey House" within the License Area in accordance with the approved Plans and Specifications, including affixing the House to the foundation. The term Project Improvements includes any portion thereof.

Project means the construction and installation of the Project Improvements within the License Area. The term *Project* also includes the ongoing obligation of maintenance and repair of the License Area. The term *Project* shall not include the possession, use or occupancy of the License Area for any other purpose, except as expressly authorized in this Revocable License. The term Project includes any portion thereof.

3. Revocable License. From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the nonexclusive possession, use, construction, installation, operation, and maintenance of the Project Improvements within the License Area for the Project at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License.

3.1 Conditions Precedent. As a condition precedent to this Revocable License and the Effective Date hereof, LICENSEE must demonstrate to the satisfaction of the City Manager, in his sole and unfettered discretion, that LICENSEE has accumulated a combination of funds and enforceable commitments sufficient to accomplish the following:

(i) Phase I of the Project consisting of site preparation, moving of the House from its present location of 215 S.W. 7th Avenue to the License Area, construction and installation of the foundation for the House, landscaping of the License Area, and affixing the House to the foundation in accordance with all applicable Code requirements, estimated at \$32,000.00; and

(ii) Relocation of solar parking meter system and making necessary conversions to the North one-half of the existing parking lot

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necessitated by conversion of the South one-half into the License Area under this Revocable License.

(iii) Exterior painting, including sanding, preparation and waterproofing, estimated at \$20,000.00

(iv) Securing a demolition bond for the demolition of the House and restoration of the License Area to the condition that existed prior to the Effective Date of this Revocable License callable by the CITY as obligee. The City Attorney shall approve the form and content of the demolition bond.

3.2 Term. This Revocable License shall terminate upon the earlier of (a) four (4) months after the Effective Date hereof or (b) LICENSEE and CITY entering into a Lease for the License Area. In the event LICENSEE and CITY have not formally entered a Lease as aforesaid on or before the date set forth in (a) above, LICENSEE shall remove all Project Improvements from the License Area at its sole cost and expense and restore the License Area to the condition existing just prior to entry into the Revocable License and failing to do so, CITY, as obligee under the demolition bond may call upon the surety to perform such removal and restoration functions as set forth above.

4. 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.

5. Condition of License Area. LICENSEE shall accept the License Area in an "AS IS" condition at the commencement of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of the License Area, CITY should be notified immediately.

6. 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 Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area and 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.

7. 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 within the License Area.

8. Repairs and Maintenance. LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of the Project maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the License Area 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 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. All repairs

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and replacements shall be approved by the Office of the City Engineer. 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 Project shall be maintained in a neat and orderly appearance at all times.

9. Emergencies. If an emergency situation arises with respect to the License Area where 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 Paragraph, LICENSEE's Contact Person shall be **Alysa Plummer**; telephone number: **(954) 331-5578**; e-mail: **amplum231@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.

10. 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 or reimburse CITY for the cost of same.

11. Liens Against the License Area or Property. 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 the License Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under § 713.10, Florida Statutes of the "non-liability" of the CITY.

12. Easement. [This Section is intentionally deleted.]

13. Removal.

(a) Except as may otherwise be expressly provided herein, it is agreed that LICENSEE shall remove any Project Improvements and any components thereof upon revocation or termination of this License and upon demand of CITY for removal of

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Project Improvements in the License Area and LICENSEE shall cause the License Area to be restored to the condition(s) that existed prior to LICENSEE's installation of any of the Project Improvements or improvements within the License Area. This obligation of restoration shall also include restoring the North one-half of the parking area that pre-existed the Revocable License to the condition that existed prior to the Effective Date of the Revocable License. Such removal shall be at LICENSEE's sole cost and expense.

(b) In the event LICENSEE fails to remove all or any part of the its improvements contemplated herein within sixty (60) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Project Improvements and to restore License Area to the condition 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. The authorization of the CITY to remove such Project Improvements in the event LICENSEE fails to do so within sixty (60) days after written demand by the City to do so shall include demolition of the House if not removed from the License Area within the specified time.

(c) As an alternative to subparagraph (b) above, CITY may call upon the surety under the demolition bond to perform the removal and restoration obligations set forth in subparagraph (b) above.

14. 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 personalty within the License Area shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY immediate notice thereof, and LICENSEE shall:

(a) seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the License Area 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 improvements of the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and improvements, or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly replace said structures and improvements with new structures and improvements having the same general character and conditions (as nearly as may be possible under the circumstances) as the structures and improvements originally constructed.

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

15. 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 of the Project under the terms and conditions stated herein. LICENSEE

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acknowledges and understand the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

16. Indemnity. LICENSEE shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Revocable License, conditions contained therein, the location, construction, repair, maintenance use or occupancy of the 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 the License Area or Property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.

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

- (a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY.
- (b) To the extent required by law, Workers' Compensation Insurance to apply to all LICENSEE's employees and employs 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) shall include Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
- (c) Business Automobile Liability for all vehicles owned by LICENSEE and LICENSEE's contractors that are involved in the construction 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.

- (d) All of the policies of insurance provided for in this Revocable License:
- (i) shall be in the form and substance approved by the Department of Insurance of the State of Florida ("DOI"),
 - (ii) shall be issued only by companies licensed by DOI,
 - (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,
 - (iv) shall be with a carrier having an A Best's Rating of not less than A, Class VII,
 - (v) shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, if on any installment payment basis, and
 - (vi) shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of LICENSEE.
- (e) 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.
- (f) CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect LICENSEE's or Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

18. 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.

19. Remedies of CITY. In the event the LICENSEE fails to perform any term or conditions of this Revocable License or is in breach or default in any term or condition hereof, CITY shall provide notice thereof to LICENSEE and LICENSEE shall cure such

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breach of default within the time provided in such Notice. In the event LICENSEE fails to cure such breach or default within the time period provided in the notice, (i) CITY may revoke or terminate this License, or (ii) CITY may take any equitable action to enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use a public lands, a breach of any term of condition of this Revocable License constitutes an irreparable injury for which there is no remedy at law, or (iii) CITY has the option and right to take such curative action that was required to be taken by the LICENSEE under the Revocable License and CITY's curative action shall be at LICENSEE's sole cost and expense. LICENSEE shall then be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions plus a surcharge of fifty percent (50%) for amounts up to One Thousand Dollars (\$1,000) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000) and LICENSEE shall reimburse CITY within sixty (60) days following written demand payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve (12%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by the CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that the CITY makes the original written demand for payment, the LICENSEE shall pay to CITY the undisputed amount and shall provide the CITY with a bond or other security acceptable to the 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 the CITY ultimately prevails in such proceedings.

20. 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.

21. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Revocable License, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mails, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five

hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

City Manager
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, FL. 33302-4250

With copy to:

City Attorney
City of Fort Lauderdale
P.O. Drawer 14250
Ft. Lauderdale, FL 33302-4250

AS TO LICENSEE:

Friends of Shippey House, Inc.
2810 E. Oakland Park Boulevard
Suite 200
Fort Lauderdale, FL 33306

With copy to:

Alysa S. Plummer
1123 W. Las Olas Boulevard
Fort Lauderdale, FL 33312

(c) As to activities under Paragraph 9, 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 10, Emergencies.

22. License Covenants Attach to Property. [This Section intentionally deleted.]

23. 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 Project permitted herein.

24. 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.

25. 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,

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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.

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

27. 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.

28. 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.

29. 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.

30. Termination. [This Section intentionally deleted.]

31. 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.

32. 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.

33. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form

a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort.

34. 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.

35. Compliance with Laws. Each party shall comply with all applicable federal and state laws, coded, rules and regulation in performing its duties, responsibilities and obligations pursuant to this License.

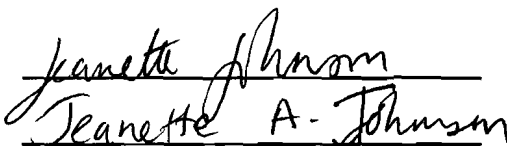
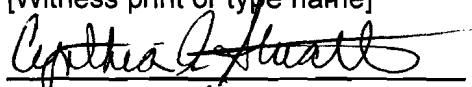
36. Governing Law. This Revocable License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Revocable License and any action involving the enforcement or interpretation of any rights hereunder 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.

37. 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.

38. 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.

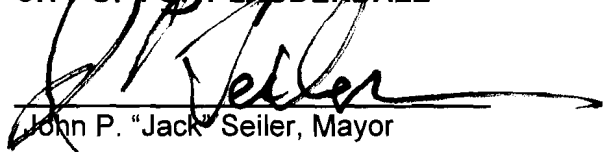
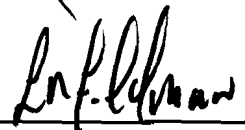
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals.

WITNESSES:


Jeanette A. Johnson
[Witness print or type name]

Cynthia A. Stuart

Revocable License
Licensee: Friends of Shippey House, Inc.
Rev. 11.01.11

CITY OF FORT LAUDERDALE


John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

[Witness print or type name]

(CORPORATE SEAL)

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

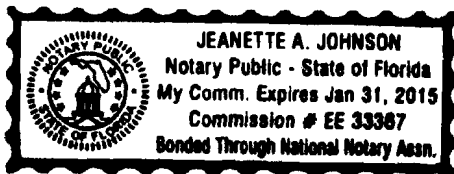
APPROVED AS TO FORM:

Robert B. Dunckel
Robert B. Dunckel
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this November 7, 2011, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



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

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

My Commission Expires: 1/31/15

Commission Number EE 33367

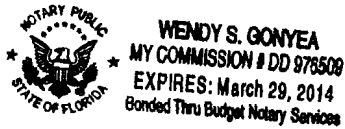
Revocable License
Licensee: Friends of Shippey House, Inc.
Rev. 11.01.11

[Handwritten initials]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of November, 2011, 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

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

Revocable License
Licensee: Friends of Shippey House, Inc.
Rev. 11.01.11

[Handwritten initials]

FRIENDS OF SHIPPEY HOUSE,
INC., a Florida not for profit
corporation

Linda Blanco
Linda Blanco
[Witness type or print name]

By Alysa S. Plummer
Alysa S. Plummer, President
[Type or print name & title]

Robert B. Donaher
ROBERT B. DONAHER
[Witness type or print name]

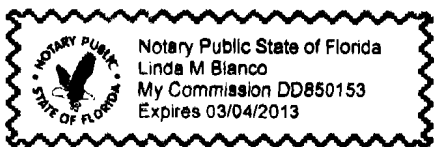
ATTEST:

_____, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
November 7, 2011, by Alysa Plummer as
President of Friends of Shippey House, a Florida not for profit
corporation. He / She is personally known to me or has produced
drivers license as identification.

(SEAL)



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

Linda M. Bianco
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

I:\realprop\rev_lic\2011\friends of shippey\201.11.01.11.doc

Revocable License
Licensee: Friends of Shippey House, Inc.
Rev. 11.01.11