

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

### **REVOCABLE LICENSE**

THIS IS A REVOCABLE LICENSE granted this \_\_\_\_ day of \_\_\_\_\_,  
2019 by and between:

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

and

**THE LAS OLAS HOLDING COMPANY, INC.** whose principal place of business is 600 Sagamore Road, Fort Lauderdale, FL 33301, (FEIN #59-0198485, its successors and assigns (“LICENSEE”))

WHEREAS, CITY is the fee simple owner of real property located at 216 SE 8 Avenue, Fort Lauderdale, FL 33301 more particularly described under Broward County Property Appraiser Property ID # 504211010190 and described as “Property” herein and set forth in **Exhibit “A”** attached hereto; and

WHEREAS, LICENSEE wishes to place a compactor and recycling dumpster on certain parking spaces for the use by Licensee, Licensee’s tenants, and other third parties with permission by Licensee; and

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

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

WHEREAS, the City Commission of the City of Fort Lauderdale, by Motion, adopted on \_\_\_\_\_, 2019 has authorized execution of this Revocable License by the City Manager;

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

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

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

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

*Contract Administrator* means the City Engineer for the CITY, or his designee, who has been designated in writing with a copy delivered to the LICENSEE's Contract Administrator. For the LICENSEE, Contract Administrator means Michael C. Weymouth or his or her designee who has been designated in writing with a copy delivered to the CITY's Contract Administrator. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

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

*Effective Date* means the effective date of this Revocable License, which shall be the date upon which the Revocable License has been executed by LICENSEE and the proper CITY officials on behalf of the CITY.

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

*LICENSEE* means The Las Olas Holding Company, Inc., its successors and assigns.

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

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

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

**3. Revocable License.** From the Effective Date hereof, the CITY grants unto the LICENSEE a Revocable License for the nonexclusive possession, use, construction, installation, occupancy of the License Area during the term of the License to allow Licensee to place a compactor and recycling dumpster for the use by Licensee, Licensee's tenants, and other

third parties with permission by Licensee at LICENSEE'S sole cost and expense, subject to the terms and conditions contained in this Revocable License. LICENSEE shall be entitled to the exclusive use of the compactor and recycling dumpster in the License Area.

**3.1. License Fee.** For the Term, as defined herein, and all extensions thereof, the LICENSEE covenants and agrees to pay to CITY an annual License fee equal to \$3,500.00, plus Florida State sales taxes per year. The annual License fee shall be increased annually by three (3) percent above the prior year License Fee after the first year of LICENSEE'S use of the License Area.

#### **4. Term.**

**4.1** The term of this Revocable License shall expire five (5) years from the Effective Date hereof. The City Manager shall have the authority, upon written request by LICENSEE to extend the term of this Revocable License by an additional five (5) year term. Requests for such an extension must be made at least fourteen (14) days prior to the expiration date of this Revocable License.

**4.2** In the event that the license granted herein or the actions of the LICENSEE or any of its agents, servants, employees, guests or invitees or the agents, servants, employees, guests or invitees of any of the LICENSEE's contractors, subcontractors or independent contractors shall (a) ever conflict with a superior municipal interest of the CITY or public, or (b) at any time the CITY requires the use of the above-mentioned License Area or publicly dedicated thoroughfare for a superior conflicting municipal purpose or (c) determines that continuation of the License granted herein is no longer in the best public interest, all as determined by the City Commission, then, in that event, the License granted herein shall be terminable at the will of the City Commission upon fifteen (15) days advance written notice to the LICENSEE.

**4.3** In the event LICENSEE is (a) in violation of any of the material terms or conditions of this Revocable License, as determined by the City Manager, or (b) the license granted herein or the actions of LICENSEE or any of its agents, servants, employees, guests or invitees or the agents servants, employees, guests or invitees of any of LICENSEE's contractors, subcontractors or independent contractors conflict with a superior municipal interest of the CITY or the public, or (c) at any time the CITY requires the use of the above mentioned License Area or adjacent publicly dedicated thoroughfare(s) for a superior conflicting municipal purpose, or (d) continuation of the License granted herein is no longer in the best public interests, all as determined by the City Manager, then, upon advance written notice to LICENSEE of not less than twenty-four (24) hours where LICENSEE is given an opportunity to be heard on the matters, the authority granted by this License may be temporarily revoked or suspended by the City Manager for a period not exceeding fourteen (14) days, at the end of which period the City Commission shall consider termination of the License granted herein.

**4.4** In the event that exigent conditions arise within the License Area that present an imminent threat to the health, safety or welfare of Persons or property, the City

Manager may temporarily suspend this Revocable License, in whole or in part, for a period not to exceed fourteen (14) days. In such a circumstance notice shall be provided to LICENSEE pursuant to the provisions of Section 14, Emergencies, of this Revocable License. In the event the condition persists for a period of seven (7) days, then this Revocable License may be temporarily suspended for a period in excess of fourteen (14) days by action of the City Commission.

**4.5** This Revocable License may also be revoked or terminated pursuant to the terms of Section 23.

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

**5.1** LICENSEE shall submit Plans and Specifications for the Project Improvements, if any, to the City Engineer, where required, and to the Building Official, where required, for review and approval prior to commencing construction of any improvements. No construction of improvements, if any, shall be commenced prior to issuance of the required Permits, if and as applicable.

**5.2** Any damage to existing pavement or to any publicly owned property or rights-of-way caused by construction of any improvements, whether within or outside the License Area, or by the installation, movement or removal of improvements shall be repaired to the satisfaction of the City Engineer or designee and the cost of such repairs shall be borne by LICENSEE.

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

**5.4** As part of the improvements LICENSEE will widen the entrance lane into the parking lot in coordination and compliance with all of the City's regulations including but not limited to its Transportation Department requirements.

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

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

**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 Contract Administrator 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>). Annual Inspection Fees shall not exceed \$200.00.

**7.2 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, provided, however that interest shall never exceed the highest lawful amount allowed by law. 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. Condition of License Area.** LICENSEE accepts the License Area in an "AS IS" condition as of the Effective Date of this Revocable License. If LICENSEE finds any conditions altered after an initial inspection of License Area, which have a material adverse effect on the Project, CITY should be notified immediately.

**9. Compliance with Regulations of Public Bodies.** LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair the License Area and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area and the Project 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.

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

**11. Repairs and Maintenance.** LICENSEE shall not commit or suffer waste or injury to the License Area or the use, operation and maintenance of any improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times during the term of this License cause the License Area and any improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. LICENSEE further

covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area in its original condition at the time of the commencement of the License Term and to similarly maintain any improvements as originally installed or constructed during the term of the License. The City Engineer shall approve all repairs and replacements within the License Area. When making such repairs, replacements and maintenance LICENSEE shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements necessary to return the License Area to the original condition at the time of commencement of the License Term. The License Area shall be maintained in a neat and orderly appearance at all times (except during the period of construction and installation of any utility facilities within such License Area).

**12. Emergencies.** If an emergency situation arises with respect to the License Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from LICENSEE in accordance with provisions hereof. For the purposes of this Section, LICENSEE's Contact Person shall be **Michael C. Weymouth**. In the event the LICENSEE's Contact Person or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer.

**13. Damage to Public Property.** In the event the use, operation, construction, demolition or reconstruction of any improvements or License Area cause(s) any damage whatsoever to any other public property, then LICENSEE shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

**14. Liens Against the License Area.** LICENSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the License Area, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Area, or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes (2016) as same may be amended from time to time as to the "non-liability" of the CITY.

**15. Removal.** Except as may otherwise be expressly provided herein, LICENSEE shall remove all Improvements constructed within the License Area and any components thereof, and LICENSEE shall restore the License Area to the condition(s) that existed prior to LICENSEE's installation of any such Improvements within the License Area. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to remove all or any part of the Improvements within the License Area, exclusive of utilities facilities constructed and installed, contemplated herein within ninety (90) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Improvements and restore License Area to the condition that existed prior to the LICENSEE's construction or installation of the Project Improvements in the License Area, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation of immediately removing any equipment or materials or temporary fencing within the License Area upon termination of this License. In the event LICENSEE fails to do so, CITY shall have the right to remove same, recouping the reasonable cost thereof from LICENSEE in the manner set forth herein.

**16. Damage and Destruction.** LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of this Revocable License the structures, improvements, fixtures or 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 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 any improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE elects to remove such structures and improvements (exclusive of utilities facilities constructed and installed), or any part thereof, LICENSEE shall seek the necessary permits and approvals from CITY and any other regulatory agency with jurisdiction over the subject matter to promptly remove or demolish said structures and improvements and restore the License Area as nearly as possible to its original condition.

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

**17. License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Revocable License shall not be deemed a lease of the License Area by CITY but rather a License granted to LICENSEE by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the License Area for the conduct provided herein under the terms and conditions stated herein, such terms and conditions including

termination of the License in the manner set forth herein. LICENSEE acknowledges and understands the provisions of § 8.05 and 8.09 of the CITY Charter with respect to Leases.

## **18. Indemnity.**

**18.1** LICENSEE shall protect, defend, indemnify and hold CITY harmless, its officers, employees and agents from and against any and all lawsuits penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorneys' fee or liabilities of every kind, nature or degree arising out of the rights responsibilities and obligations of LICENSEE under this Revocable License (collectively, "Claims") conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the License Area or the breach or default by LICENSEE of any covenant or provisions of this Revocable License, except for any occurrence arising out of resulting from the intentional torts or gross negligence of the CITY, its employees or officers acting within the course and scope of their employment or office. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the License Area or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court is included in the indemnity. LICENSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the CITY, LICENSEE shall assume and defend not only for itself but also the CITY in connection with any Claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing.

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

**18.3** If LICENSEE contracts with a Third Party to perform any obligations under this Revocable License, any contract with such third party shall include the following provisions:

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



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

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

- (a) A general liability insurance policy, in standard form, insuring LICENSEE and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Revocable License and the license granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate and shall name the CITY as an additional insured. All such policies shall cover the Project activities and the possession, use, occupancy and maintenance of the License Area. This policy shall not be affected by any other insurance carried by CITY.
- (c) Workers' Compensation Insurance to apply to all LICENSEE's employees and employees of contractors retained by LICENSEE for 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) for each accident.
- (d) Business Automobile Liability for all vehicles owned by LICENSEE and 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.
- (e) All of the policies of insurance provided for in this Revocable License:
  - (i) shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FOIR"),
  - (ii) shall be issued only by companies licensed by FOIR,
  - (iii) Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,
  - (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.
- (vii) The insurance coverage under subparagraphs (a) and (c) above shall be for a period coincident with the applicable indemnification obligations set forth above.
- (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 interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

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

## **21. Remedies of CITY.**

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

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

Notice thereof. CITY's Contract Administrator shall provide Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

**21.2** In the event the LICENSEE fails to timely cure the violation within the time specified in Section 23.1, et seq. the CITY, as an alternative to the procedures set forth in Sections 23.1.1 through 23.1.2, may enforce the terms and conditions of this Revocable License, it being stipulated by the parties that since this Revocable License deals with the right to use a public right-of-way, a violation or breach of any term or condition of the Revocable License constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

**21.3** 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. In addition to any other remedies available to CITY, in the event of litigation between the parties, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails in such proceedings.

**21.4** The remedies found within this Section 23, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**22. Requirement for Notice.** LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area in which damage to property or injury to a person occurs.

## **23. Notices.**

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

return receipt requested, or (ii) an overnight air mail service such as Federal Express or similar carrier addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited with (i) the United States mail, postage prepaid, in the manner aforesaid, provided, or (ii) an overnight air mail service such as Federal Express or similar carrier.

**AS TO CITY:** City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**With copy to:** City Attorney  
City of Fort Lauderdale  
100 N. Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

**AS TO LICENSEE:** The Las Olas Holding Company, Inc.  
600 Sagamore Road  
Fort Lauderdale, FL 33301

**With copy to:** Frank, Weinberg & Black, P.L.  
Attn: David W. Black, Esquire  
7805 SW 6th Court Plantation, FL 33324  
dblack@fwblaw.net

(c) As to activities under Paragraph 14, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 14, Emergencies.

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

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

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

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

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

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

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

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

**32. Termination.** In the event of emergency, either party may cancel this Revocable License during the term hereof upon forty-eight (48) hours written notice to the other party of its desire to terminate this Revocable License.

**33. Records.** Each party shall maintain its own respective records and documents associated with this Revocable License in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. If LICENSEE has questions regarding the application of Chapter 119, Florida Statutes, to LICENSEE'S duty to provide public records relating to this Agreement, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL.

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

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

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

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

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

**39. Recording.** This Revocable License 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FOR THE CITY**

WITNESSES:

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

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

By: \_\_\_\_\_  
Dean J. Trantalis,  
Mayor

By: \_\_\_\_\_  
Christopher J. Lagerbloom,  
City Manager

ATTEST:

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

\_\_\_\_\_  
Jeffery A. Modarelli,  
City Clerk

By: \_\_\_\_\_  
James Brako  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by Dean J. Trantalis, Mayor for the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
My Commission Expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by Christopher J. Lagerbloom, , City Manager of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
My Commission Expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_



**FOR THE LICENSEE**

(Corporate Seal)

**THE LAS OLAS HOLDING COMPANY,  
INC.**

ATTEST:

By: \_\_\_\_\_  
Michael C. Weymouth, President

\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019 by Michael C. Weymouth, President of THE LAS OLAS HOLDING COMPANY, INC. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)  
My Commission Expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**EXHIBIT LIST:**

**Exhibit “A” – The Property**

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

**EXHIBIT A**

**Sketch & Legal Description of Property**

# SKETCH AND DESCRIPTION

## EXHIBIT A

LOCATION MAP (NOT TO SCALE)



### DESCRIPTION: LAS OLAS REVOCABLE LICENSE

A PORTION OF LOTS 1 AND 2, BLOCK 9, "COLEE HAMMOCK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE S 88°27'03" W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 0.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 88°27'03" W ALONG SAID SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 61.67 FEET; THENCE N 38°30'43" E, A DISTANCE OF 20.26 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS S 53°50'29" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.30 FEET, A CENTRAL ANGLE OF 51°43'48" AND AN ARC DISTANCE OF 13.81 FEET TO A POINT OF NON-TANGENCY; THENCE N 88°18'28" E, A DISTANCE OF 22.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS S 02°03'10" E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET, A CENTRAL ANGLE OF 90°35'53" AND AN ARC DISTANCE OF 22.93 FEET TO A POINT OF NON-TANGENCY; THENCE S 01°37'23" E, A DISTANCE OF 6.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1079 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY

SHEET 1 OF 2

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

OCTOBER 9, 2019

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

CAM 19-1119  
Exhibit 1  
Page 20 of 22

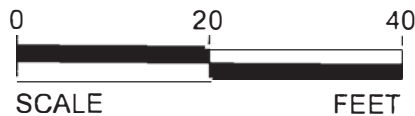
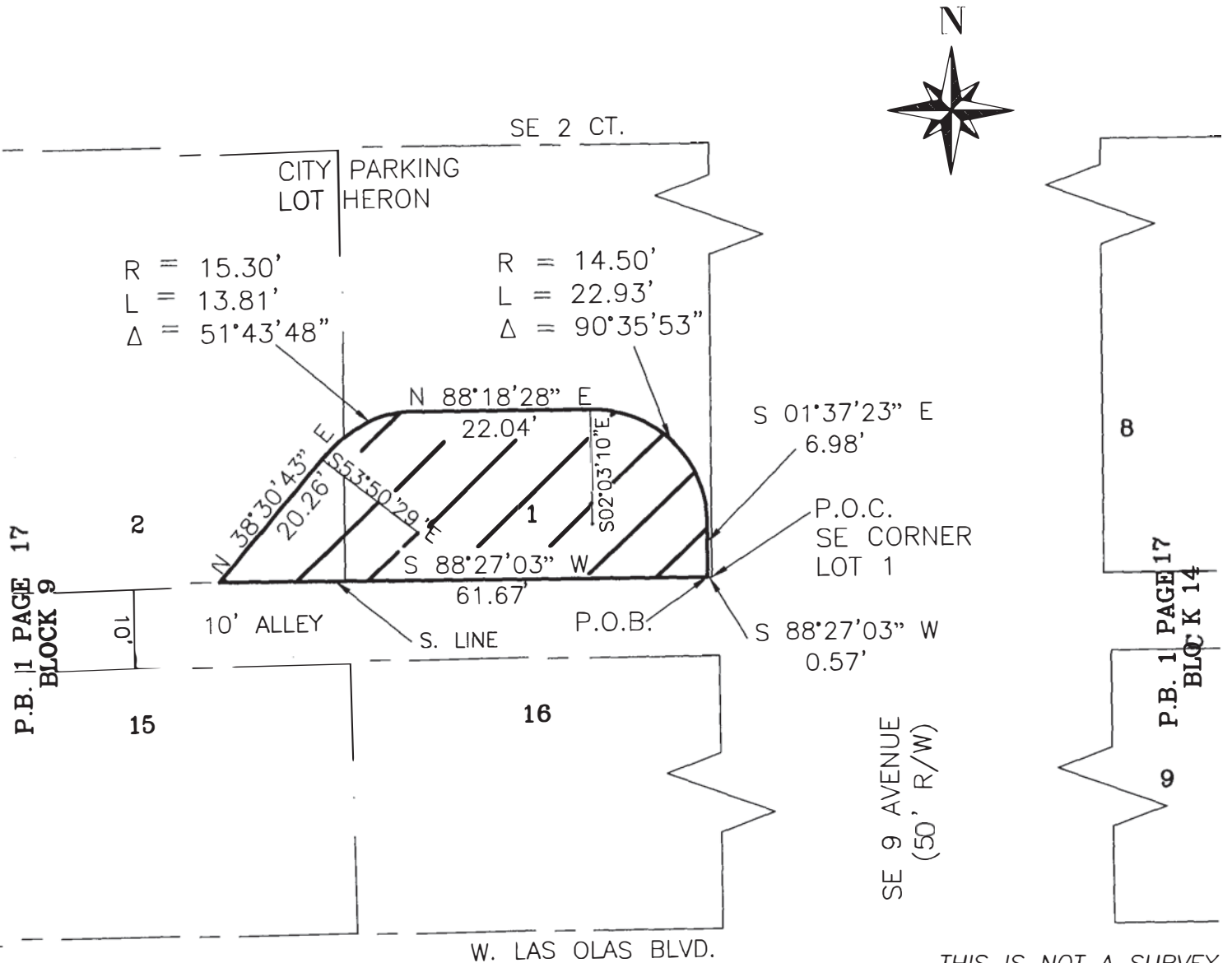
|  |             |               |
|--|-------------|---------------|
| CITY OF FORT LAUDERDALE                        |             |               |
| EXHIBIT A                                      |             |               |
| PLAT BOOK 1, PAGE 17<br>LOT 1 AND 2 OF BLOCK 9 |             |               |
| BY: M.D.                                       | ENGINEERING | DATE: 10/9/19 |
| CHK'D M.D.                                     | DIVISION    | SCALE: 1"=20' |

**EXHIBIT “B”**

**License Area, Plan & Typical Section**

# LICENSE AREA AND TYPICAL SECTION

## EXHIBIT B



### LEGEND:

P.O.B. DENOTES POINT OF BEGINNING  
P.O.C. DENOTES POINT OF COMMENCEMENT  
P.B. DENOTES PLAT BOOK  
R DENOTES RADIUS  
L DENOTES LENGTH  
Δ DENOTES DELTA  
R/W DENOTES RIGHT OF WAY

### NOTES:

- 1) BEARINGS ARE BASED UPON THE SOUTH LINE OF SAID LOTS 1 AND 2 WHICH BEARS S 88°27'03" W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESRTICTIONS OF RECORD, IF ANY
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CAM 19-1119  
Exhibit 1

SHEET 2 OF 2

CITY OF FORT LAUDERDALE

EXHIBIT A

PLAT BOOK 1, PAGE 17  
LOT 1 AND 2 OF BLOCK 9

|            |             |               |
|------------|-------------|---------------|
| BY: M.D.   | ENGINEERING | DATE: 10/9/19 |
| CHK'D M.D. | DIVISION    | SCALE: 1"=20' |