

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this ____ day of _____, 2015, by and between the City of Key West, Florida, a municipal corporation, P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and _____, (hereinafter "Licensees").

WITNESSETH:

WHEREAS, Licensees are the owners in fee simple title of real property located at 1415 Olivia Street, Key West, Florida (hereinafter referred to as "Licensees' Property"); and

WHEREAS, Licensor is the owner in fee simple title of the Olivia Street right-of-way located adjacent to the property referred to in the preceding paragraph (hereinafter "Licensor's Property"); and

WHEREAS, the Licensees desire to place certain specified items of Licensee's personal property within Licensor's Property on a nonpermanent basis; and

WHEREAS, the Licensor desires to permit Licensees to place certain specified items of Licensees' personal property within Licensor's Property on a nonpermanent basis; and

WHEREAS, pursuant to section 2-939 of the Code of Ordinances of the City of Key West, Licensor may grant Licensees a revocable license to use Licensor's property.

NOW, THEREFORE, the parties agree as follows:

1. The Licensor hereby grants to the Licensees a revocable and non-assignable license to enter in, on, over, and across Licensor's Property, for the purpose of allowing Licensee to maintain existing landscaping and replace existing pavers with City approved material on Licensor's Property within the Olivia Street right-of-way adjacent to Licensees' Property in accordance with the survey attached hereto and more particularly described as Exhibit "A"; reserving, however, to the Licensor, its successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired.

2. This License is personal to Licensee and may not be assigned or transferred. Licensor shall have the right to terminate this License with or without cause upon thirty (30) days written notice to Licensee at the following address: 1415 Olivia Street, Key West, FL, 33040. In such event, Licensee's personal property shall be immediately removed upon receipt of the notice. In the event Licensee's personal property is not removed or due to an emergency the Licensor finds it necessary to act immediately, the Licensor may remove same and shall not be responsible for damage incurred due to such removal. The costs incurred by the Licensor associated with any such removal shall be borne by the Licensee. In the event Licensee discontinues conducting the business

currently operating on Licensee's Property, this License Agreement shall be cancelled, rescinded, and of no further force or effect.

3. Licensees agree to indemnify, hold harmless and defend the Licensor, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of Licensees, their employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this License Agreement, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. The provisions of this indemnification provision shall survive the expiration or earlier termination of this License Agreement. Nothing herein is intended to waive the immunity afforded to Licensor pursuant to Florida Law, including section 768.28, Florida Statutes.

4. Prior to the issuance of this License Agreement, Licensees shall furnish and maintain such public liability and property damage insurance protecting the Licensor from all claims and damage to property or bodily injury, including death, which may arise from the placement of Licensees' personal property on Licensees' Property. Such insurance shall provide coverage of not less than one million dollars (\$1,000,000.00) for bodily injury and property damage respectively, per occurrence. Such insurance shall be without prejudice to coverage otherwise existing therein and shall name as additional insureds the Licensor, its officers and employees and shall further provide that the policy shall not terminate or be cancelled without forty-five (45) days' written notice to the Chief Building Official, sent via certified mail. This License Agreement shall terminate in the event that the required insurance policy is not maintained properly.

5. If any action of the Licensees or their employees or agents in the exercise of this License results in damage to Licensor's Property, the Licensees will either repair such damage or make a settlement acceptable to the Licensor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage.

6. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee is permitted to use it, and Licensees assume all risks in its use.

7. Licensees shall pay to Licensor an annual fee of Two Hundred and No/100 Dollars (\$200.00). Payment shall be made to the Licensor's Finance Department on each anniversary date of this License. The Licensees irrevocably appoint the City Manager as their agent to permit the removal of the benches on Licensor's Property if the yearly fee required by the Code of Ordinances is not paid. The costs incurred by the Licensor associated with any such removal shall be borne by the Licensees.

Signed, sealed and delivered in the presence of:

IN WITNESS WHEREOF, the parties have executed this License Agreement on the date above written.

LICENSOR: CITY OF KEY WEST,
FLORIDA

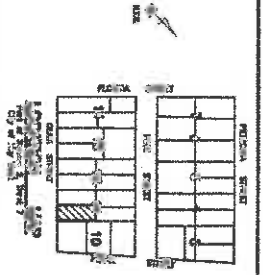
ATTEST:

Cheryl Smith, City Clerk

By: _____
Craig Cates, Mayor

LICENSEES: _____

WITNESSES



LEGAL DESCRIPTION:
 A parcel of land on the island of Key West being a part of Lot 11, Square 2, of Benjamin Albery's Sub-division of part of Tract 7, Key West, Florida as recorded in Deed Book 11, Page 389, of the Public Records of Monroe County, Florida, being more particularly described as follows: COMMENCE at the intersection of the southerly right of way line of Palm Street and the northerly right of way line of Oliva Street, thence southerly along the said northerly right of way line of Oliva Street for a distance of 82.00 feet to the Point of Beginning of the right of way line of Palm Street, thence southerly along the said northerly right of way line of Oliva Street for a distance of 28.50 feet, thence at a right angle and in a southerly direction for a distance of 18.00 feet to a concrete sidewalk for a distance of 26.50 feet, thence at a right angle and in a northerly direction for a distance of 8.00 feet to the Point of Beginning, containing 212.00 square feet, more or less.

SURVYOR'S NOTES:
 Reference Bearing: Oliva Street
 North arrow based on assumed median
 Elevations based on N.G.V.D. 1929 Datum
 Bench Mark No.: D-121 Elevation: 3.914

Abbreviations:
 S/W = Story
 R/W = Right-of-Way
 fd. = Found
 p. = Plat
 m. = Measured
 N.T.S. = Not to Scale

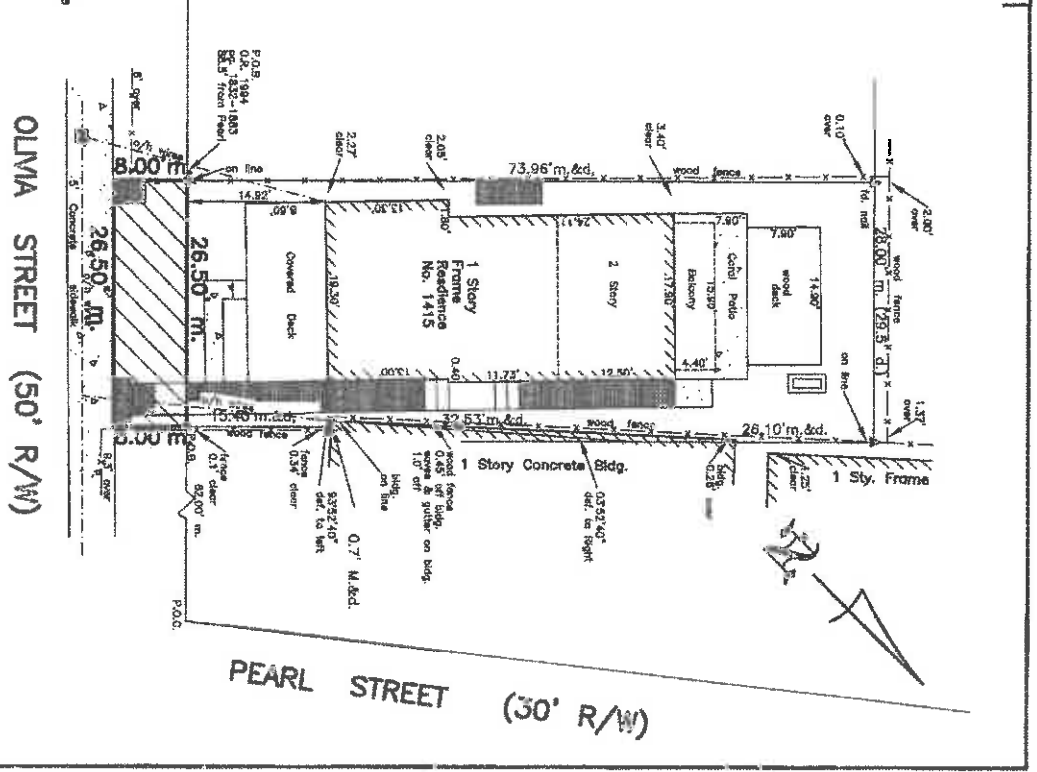
MONUMENTATION:
 Δ = set P.K. Nail, P.L.S. No. 2749
 ⊙ = fd. 1/2" I.B., P.L.S. No. 6298
 NOTE: All angles are 90° unless noted

Field Work performed on: 2/14/15

CERTIFICATION:
 I, FREDERICK H. HILBERGANDT, Surveyor, do hereby certify that the attached Specific Purpose Survey is a true and correct representation of the actual survey conducted by me or under my direct supervision in accordance with the technical standards adopted by the Florida Board of Land Surveyors, Chapter 55-17, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown herein.

FREDERICK H. HILBERGANDT
 Professional Land Surveyor & Mapper No. 2749
 State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



MONUMENTATION:
 Δ = set P.K. Nail, P.L.S. No. 2749
 ⊙ = fd. 1/2" I.B., P.L.S. No. 6298
 NOTE: All angles are 90° unless noted

Field Work performed on: 2/14/15

CERTIFICATION made to:
 David M. Graham
 1415 Oliva St., LLC
 Sanchez & Ashby, P.A.
 City of Key West

ISLAND SURVEYING INC.
 ENGINEERS PLANNERS SURVEYORS
 2102 Northside Drive
 Suite 207
 Key West, FL 33040
 (305) 263-0466
 Fax: (305) 233-0233
 Email: info@islandsurveying.com
 Lic. No. 7700

EXHIBIT A