

REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this ____ day of _____, 2014, by and between the City of Key West, Florida, a municipal corporation, P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and Christopher A.R. Darby and Kimberley R. Darby, (hereinafter "Licensees").

WITNESSETH:

WHEREAS, Licensees are the owners in fee simple title of real property located at 4 Pinder Lane, Key West, Florida, and more particularly described on Exhibit "A", which is attached hereto and incorporated by reference (hereinafter referred to as "Licensees' Property"); and

WHEREAS, Licensor is the owner in fee simple title of the Pinder Lane 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 park vehicles on the Licensor's property; and also to maintain (but not make physical changes to) the existing landscaping and pavers on Licensor's Property within the Pinder Lane right-of-way adjacent to Licensees' Property in accordance with the sketch attached hereto and more particularly described as Exhibit "B"; 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 Licensees 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: P.O. Box 808, Jackson, New Hampshire, 03846-0808. In such event, Licensees' personal property shall be immediately removed upon receipt of the notice. In the event Licensees' 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 Licensees. This License Agreement shall expire upon a sale or other change of ownership of Licensees' Property.

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: CHRISTOPHER A.R. DARBY
KIMBERLEY R. DARBY

WITNESSES

Christopher A.R. Darby

Kimberley R. Darby

EXHIBIT "A"

PARCEL 1: That piece and parcel of land in Square Forty-seven (47), in the City of Key West, according to Whitehead's map, described as follows: COMMENCING at a point on the dividing line of Lots 3 and 4 of said Square, distant 166 feet from the line of William Street, and running along said line of Lots 3 and 4 and Lots 1 and 2, 102 feet; thence Southeasterly 42 feet; thence Southwesterly across the dividing line of Lots 1 and 4, 102 feet; thence Northwesterly 42 feet to the Point of Beginning.

PARCEL 2: On the Island of Key West, Monroe County, Florida, and being a part of Lot 3 of Square 47, according to Wm. A. Whitehead's map of the said Island as delineated in 1829 A.D. but more particularly described as follows: COMMENCE at the Southwest corner of the said Lot 3 and run thence Northeasterly, along the dividing line between Lot 3 and Lot 4, a distance of 166 feet to the Point of Beginning of the parcel of land herein being described; thence continue on the line dividing Lots 3 and 4, a distance of 35 feet to the Southeast corner of the said Lot 3; thence Northwesterly at right angles, 8 feet to a point; thence Southwesterly at right angles, 35 feet to a point; thence Southeasterly at right angles a distance of 8 feet back to the Point of Beginning.

PARCEL 3: Part of Square 47, according to Wm. A. Whitehead's map of the Island of Key West, as delineated in 1829 A.D. but better described by metes and bounds as follows: COMMENCING at the intersection of the Southeasterly right-of-way of Fleming Street and the Northeasterly right-of-way of William Street, from said point of intersection run in a Northeasterly direction along the Southeasterly right-of-way of Fleming Street a distance of 150 feet 6 inches to a point; thence at right angles in a Southeasterly direction 113 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning thence continue in a Southeasterly direction 105 feet to a point; thence at right angles in a Northeasterly direction 50 feet 6 inches to a point; thence at right angles in a Northwesterly direction 105 feet to a point; thence at right angles in a Southwesterly direction 50 feet 6 inches back to the Point of Beginning.

NOTES:

1. The legal description shown hereon was authored by the undersigned.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 4 Pinder Lane, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. This survey is not assignable.
9. Adjoiners are not furnished.
10. The description contained herein and sketch do not represent a field boundary survey.

Specific Purpose Survey to illustrate a legal description of a portion of Pinder Lane in Lots 3 & 4, Square 47, Island of Key West, prepared by the undersigned

SPECIFIC PURPOSE SURVEY TO ILLUSTRATE A LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED

A parcel of land on the Island of Key West, and known as a portion of Pinder Lane, being a part of Lots 3 and 4, in Square 47, according to Wm. A. Whitehead's map of the Island of Key West, delineated in February, A.D. 1829, said parcel being more particularly described by metes and bounds as follows:

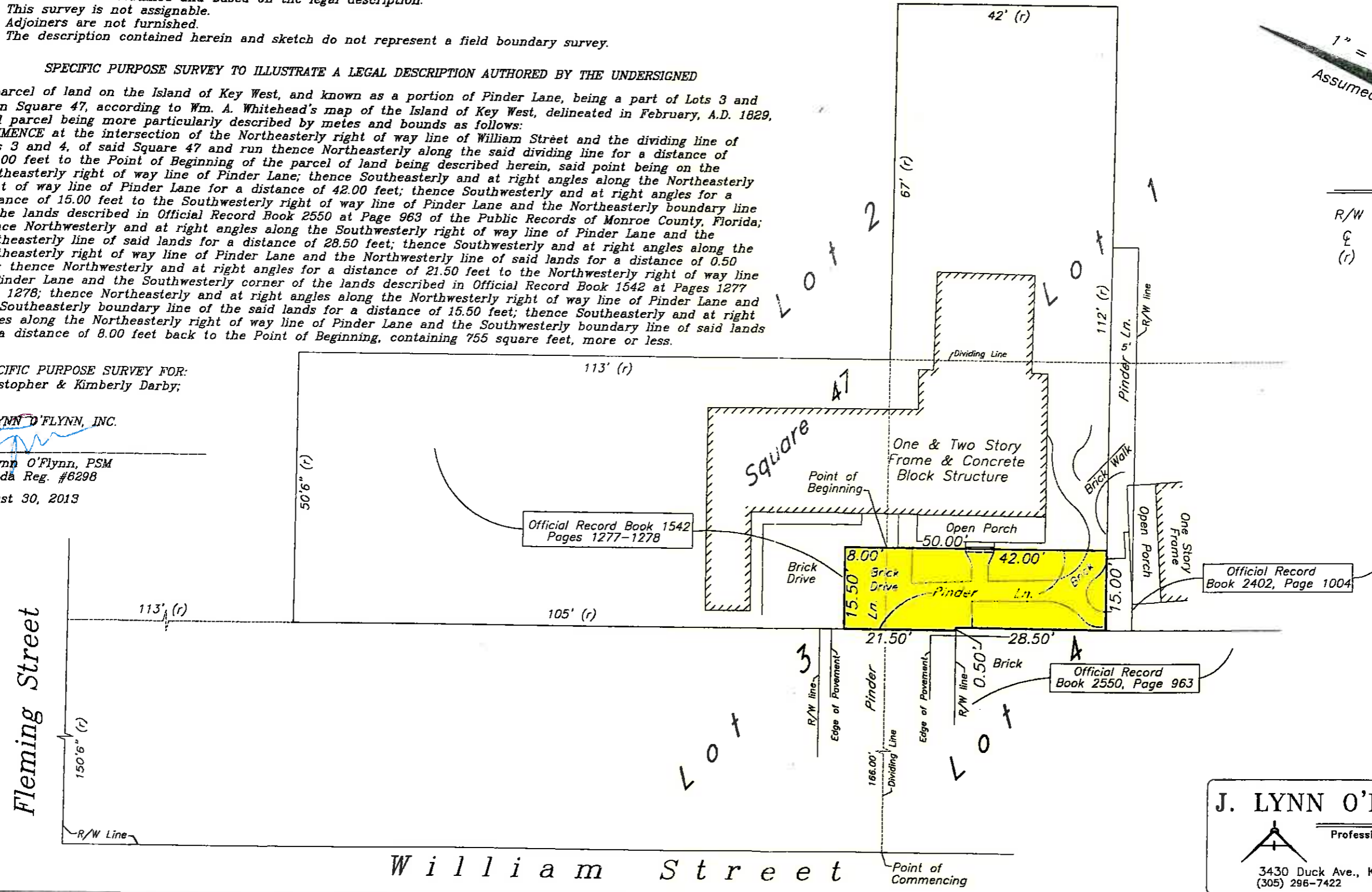
COMMENCE at the intersection of the Northeastly right of way line of William Street and the dividing line of Lots 3 and 4, of said Square 47 and run thence Northeastly along the said dividing line for a distance of 166.00 feet to the Point of Beginning of the parcel of land being described herein, said point being on the Northeastly right of way line of Pinder Lane; thence Southeastly and at right angles along the Northeastly right of way line of Pinder Lane for a distance of 42.00 feet; thence Southwestly and at right angles for a distance of 15.00 feet to the Southwestly right of way line of Pinder Lane and the Northeastly boundary line of the lands described in Official Record Book 2550 at Page 963 of the Public Records of Monroe County, Florida; thence Northwestly and at right angles along the Southwestly right of way line of Pinder Lane and the Northeastly line of said lands for a distance of 28.50 feet; thence Southwestly and at right angles along the Southeastly right of way line of Pinder Lane and the Northwestly line of said lands for a distance of 0.50 feet; thence Northwestly and at right angles for a distance of 21.50 feet to the Northwestly right of way line of Pinder Lane and the Southwestly corner of the lands described in Official Record Book 1542 at Pages 1277 thru 1278; thence Northeastly and at right angles along the Northwestly right of way line of Pinder Lane and the Southeastly boundary line of the said lands for a distance of 15.50 feet; thence Southeastly and at right angles along the Northeastly right of way line of Pinder Lane and the Southwestly boundary line of said lands for a distance of 8.00 feet back to the Point of Beginning, containing 755 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR:
Christopher & Kimberly Darby;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

August 30, 2013



LEGEND

R/W	Right of Way
⊥	Centerline
(r)	Record

J. LYNN O'FLYNN, Inc.
Professional Surveyor & Mapper
PSM #6298
3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244