

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, 33041-1409 (hereinafter "Licensor") and Wayne Larue Smith and Daniel E. Skahen, (hereinafter "Licensees").

WITNESSETH:

WHEREAS, Licensees are the owners in fee simple title of real property located at 1413 Grinnell Street, 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 Grinnell Street and Washington Street rights-of-way located adjacent to the property referred to in the preceding paragraph (hereinafter "Licensor's Property"); and

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

WHEREAS, Licensor desires to permit Licensees to maintain 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, Florida, Licensor may grant Licensees a revocable license to use Licensor's property.

NOW, THEREFORE, the parties agree as follows:

1. Licensor hereby grants to 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 wood fences on Licensor's Property within the Grinnell Street and Washington Street rights-of-way adjacent to Licensees' Property in accordance with the survey 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 Licensees at the following address: 333 Fleming St, Key West, FL 33040. 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 fences on Licensor's Property if the required annual fee 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.

ATTEST:

**LICENSOR:
CITY OF KEY WEST, FLORIDA**

Cheryl Smith, City Clerk

By: _____
Craig Cates, Mayor

WITNESSES:

**LICENSEES:
WAYNE LARUE SMITH
DANIEL E. SKAHEN**

Wayne Larue Smith

Daniel E. Skahen

EXHIBIT "A"

LEGAL DESCRIPTION:

On the Island of Key West, and known on William A. Whitehead's map of said Island delineated in February A.D. 1829 as Part of Tract Eighteen (18), but more particularly described in a diagram of part of said Tract Eighteen (18) made by The Webb Realty Co., and is recorded in Plat Book One (1) Page 42, Monroe County, Fla., Records, and is better described as follows to-wit:

Lot Ten (10) of Square Six (6) and commences at the corner of Grinnell and Washington Streets and runs along said Washington Street N.E.'ly Ninety-six (96) feet three (3) inches; thence at right angles N.W.'ly Forty-five (45) feet; thence at right angles S.W.'ly Ninety-six feet, three (3) inches to Grinnell Street; thence S.E.'ly along said Grinnell Street Forty-five (45) feet to the place of Beginning.

SOUTH STREET

14			1	
13		18	2	
12	15	16	3	
11			4	
10	9	8	7	6

WASHINGTON ST.

LOCATION MAP

Block 6, Webb Subdivision (1/42)

City of Key West

SURVEYOR'S NOTES:

North arrow based on assumed median
Reference Bearing: R/W Grinnell Street
3.4 denotes existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: Basic Elevation: 14.234

MONUMENTATION:

⊙ = set 1/2" Iron Pipe, P.L.S. No. 2749
▲ = Set P.K. Nail, P.L.S. No. 2749
△ = Found P.K. Nail
△ = Found Drill Hole

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Abbreviations:

Sly. = Story
R/W = Right-of-Way
fd. = Found
p. = Plat
m. = Measured
d. = Deed
O.R. = Official Records
N.T.S. = Not to Scale
℄ = Centerline
Elev. = Elevation
B.M. = Bench Mark
P.O.C. = Point of Commence
P.O.B. = Point of Beginning
P.B. = Plat Book
pg. = page
o/h = Overhead
F.F.L. = Finish Floor Elevation
℄ = Concrete Utility Pole
℄ = Wood utility Pole
conc. = concrete
I.P. = Iron Pipe
I.B. = Iron Bar
C.B. = Concrete Block Stucco
C.B.S. = Covered
cov'd. = Covered
w.m. = Water Meter
Bal. = Balcony
Pl. = Planter
A/C = Air Conditioner

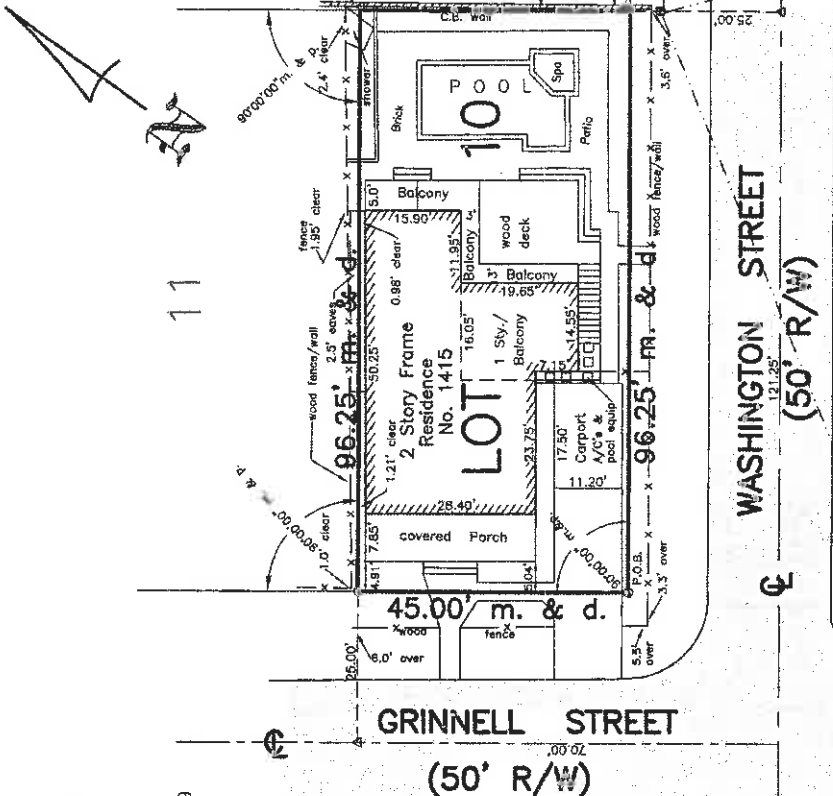
Field Work performed on: 11/21/13

CERTIFICATION:

I HEREBY CERTIFY that the attached Boundary Survey is true and correct to the best of my knowledge and belief; that it meets the minimum technical standards adopted by the Florida Board of Land Surveyors, Chapter SJ-17, Florida Statute Section 472.027, and the American Land Title Association, and that there are no visible encroachments unless shown hereon.

FREDERICK H. HILDEBRANDT
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No. 36810
State of Florida

NOT VALID UNLESS EMBOSSED WITH RAISED SEAL & SIGNATURE



Wayne Smith

1413 Grinnell Street, Key West, FL 33040

BOUNDARY SURVEY

Dwg. No. 13-406

Scale 1" = 20'

Date: 11/26/13

REVISIONS AND/OR ADDITIONS

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ISLAND SURVEYING INC.

ENGINEERS PLANNERS SURVEYORS

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(305) 293-0237
Faxes: (305) 293-0237
L.B. No. 7700

EXHIBIT B