

## REVOCABLE LICENSE AGREEMENT FOR USE OF CITY PROPERTY

This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Key West, Florida, a municipal corporation, whose mailing address is P.O. Box 1409, Key West, Florida, 33041 (hereinafter "Licensor") and Monroe County, a political subdivision of the State of Florida whose mailing address 1100 Simonton Street, Key West, Florida, 33040 (hereinafter "Licensee").

### WITNESSETH:

WHEREAS, Licensee has requested the limited use of the parcel of land adjoining the re-located premises of the animal control facility for the purposes of exercising animals pursuant to the normal conduct of business; and

WHEREAS, Licensor owns the property, hereinafter referred to as the Licensed Parcel; and

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

NOW, THEREFORE, the parties agree as follows:

1. For the period beginning with the occupancy of the Re-located Premises in accordance with the Amended and Restated Lease Agreement between the City of Key West and Monroe County dated \_\_\_\_\_2014, the Licensor hereby grants to the Licensee a revocable and non-assignable license to enter in, on, over, and across the land described on Exhibit "A", which is attached hereto and incorporated by reference (hereinafter the "Licensed Parcel"), for use by the Licensee, its agents, its contractor, its representatives, employees, and contractor's working volunteers for the purpose of exercising the animals in the conduct of its business, 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. Licensee shall not be permitted to make any improvements, construct any cages, or utilize the parcel for special events or any other purpose. Licensee shall not penetrate the soils or permit the same by the animals. Licensee shall take all measures necessary to strictly enforce NO SMOKING on this parcel and to abide by all existing and any future permits, restrictions and any other land use requirements. All animals must remain on leash and under the control of the Licensee at all times.

3. In consideration for the grant of license in paragraph 1 herein above, Licensee herein expressly agrees to be solely responsible for all costs of any nature whatsoever associated with utilization of the Licensed Parcel by the Licensee.

4. If any action of the Licensee's employees or agents in the exercise of this License results in damage to the property, the Licensee will immediately repair such damage in a manner 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.

5. This License is personal to Licensee and may not be assigned or transferred, but allow use by Licensee's employees, its agents, its contractors, representatives or contractor's working volunteers. Licensor shall have the right to terminate this License with or without cause upon ninety (90) days written notice to Licensee.

6. At Licensee's sole cost and expense, Licensee will secure, pay for, and file with the Licensor, during the entire Term hereof, an occurrence form commercial general liability policy, covering the Licensed Parcel and the operations of Licensee and any person conducting business in, on or about the Licensed Parcel in at least the minimum amounts with specification amounts, as may be determined from time to time by Licensor, to prevail if greater than minimum amount indicated. Notwithstanding any other provision of this

License Agreement, Licensee shall provide the minimum limits of liability coverage as follows

Commercial General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$300,000	Fire Damage/Legal

Licensee shall also procure the following insurance coverage:

(i) "All risk" property insurance, including theft coverage, written at replacement cost value and a replacement cost endorsement insuring Licensee's improvements and betterments, fixtures, furnishings, equipment and any other property belonging to Licensee.

(ii) Workers compensation coverage as required by the provisions of Florida Statutes.

Any management agreement used by Licensee must provide that the Licensor does not have any liability whatsoever for any damage which may occur on the Licensed Parcel. The Licensee must provide the Licensor with a copy of any management agreement used by Licensee regarding the Licensed Parcel. Licensor shall not be responsible for damage to any property belonging to Licensee or Licensee's manager. Subject to 768.28, Florida Statutes, Licensee indemnifies the Licensor with regard to any claims made by any manager for any reason. From time to time during this License Agreement, at Licensor's request, Licensee shall (i) procure, pay for and keep in full force and effect such other insurance as Licensor shall require and (ii) increase the limits of such insurance as Licensor may reasonably require.

Any general liability or other policy insuring the Licensor does not provide any contributing or excess coverage for Licensee. The policies Licensee procures for Licensee's exposure are the only coverage available to Licensee.

Licensee shall furnish an original Certificate of Insurance indicating, and such policy providing coverage, to Licensor named as "Additional Insured" on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, INCLUDING A "Waiver of Subrogation" clause in favor of Licensor on all policies. Licensee will maintain the General Liability coverage summarized

above with coverage continuing in full force including the “additional insured” endorsement until at least 3 years beyond the termination of this License Agreement.

Licensee’s insurance policies shall be endorsed to give 30 days’ written notice to Licensors in the event of cancellation or material change, using form CG 02 24, or its equivalent.

All policies of insurance required to be carried by Licensee pursuant to this License Agreement shall be written by responsible insurance companies authorized to do business in Florida with an AM Best rating of A-VI or better. Any such insurance required to be carried by Licensee hereunder may be furnished by Licensee under any blanket policy carried by it or under a separate policy therefore. Certificates shall be delivered to Licensors prior to the commencement of the Term of this License Agreement and, upon renewals, but not less than sixty (60) days prior to the expiration of such coverage. In the event Licensee shall fail to procure such insurance, Licensors may, at its option, procure the same for the account of Licensee, and the cost thereof shall be paid to Licensors as an additional charge upon receipt by Licensee of bills therefore, together with an administrative fee equal to fifteen (15%) percent to cover the cost of the Licensors’ efforts to procure such policy.

Certificates of Insurance submitted to Licensors will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary.

7. Subject to 768.28, Florida Statutes, Licensee does hereby agree to indemnify, defend, and save Licensors, its respective officers, directors, agents and employees harmless from and against any and all liability for any injury to or death of any person or persons or damage to property in any way arising out of or connected with the conditions, use of the Licensed Parcel, or in any way arising out of the activities of Licensee, its agents, employees, licensees or invitees on the Licensed Parcel, including reasonable attorney’s fees and court costs incurred by Licensors in connection therewith, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, excepting, however, only liability caused by Licensors’ gross negligence in its failure to perform any of Licensors’ obligations or agreements of this License Agreement. Nothing herein is intended

to waive the sovereign immunity afforded to Licensor pursuant to Florida law, including section 768.28, Florida Statutes.

The indemnification obligations under this section shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of Licensee or of any third party to whom Licensee may subcontract work. This indemnification shall continue beyond the date of termination of the Agreement.

8. The property can be used for the intended use as stated herein, but 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 Licensee assumes all risks in its use.

9. Licensee 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.

10. This License Agreement shall be recorded in the official public records of the City of Key West, Monroe County, Florida at the expense of Licensee.

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

Licensee:  
BOARD OF COUNTY COMMISSIONERS  
MONROE COUNTY, FLORIDA

ATTEST: Amy Heavilin, Clerk

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT "A"

DESCRIPTION OF PARCEL LICENSED HEREIN

**LEGAL DESCRIPTION:**

**PARCEL A**

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in TIF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, TIF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and TIF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said TIF Deeds referred to above; the said parcel lying within Sections 26 and 27, Township 67 South, Range 25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence on said easterly right-of-way line of said Junior College Road for the following seven (7) courses: (1) thence N 18°41'18" W for 36.16 feet to a point of curvature of a circular curve concave to the Southwest; (2) thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to the point of tangency; (3) thence N 53°47'18" W for 272.56 feet to the point of curvature of a circular curve concave to the Northeast; (4) thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to the point of tangency; (5) thence N 39°21'38" W for 273.51 feet to the point of curvature of a circular curve concave to the Northeast; (6) thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; (7) thence N 23°13'52" E for 1122.43 feet; thence N 45°30'07" E for 108.97 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N 27°37' West for a distance of 1372.29 feet; thence North 62°23' East for a distance of 1225.00 feet; thence South 27°37' East for a distance of 915.62 feet to the southeasterly boundary line of the lands described in Official Record Book 867 at Page 1449 of the Public Records of Monroe County, Florida; thence South 41°46'36" West on the southeasterly boundary line of the lands described in the said Official Book 867 for a distance of 26.65 feet to the Northwesterly boundary line of the lands described in Official Book 860 at Page 1964 of the said Public Records; thence on the Northwesterly boundary line of the lands described in the said Official Record Book 860 on the following five (5) courses: (1) continue South 41°46'36" West for a distance of 438.20 feet; (2) thence South 48°13'24" East for a distance of 15.00 feet; (3) thence south 41°46'36" West for a distance of 435.66 feet to the beginning of a curve being concave to the Northwest and having a radius of 3686.55 feet; (4) thence Southwesterly on the said curve for an arc distance of 239.69 feet; (5) thence South 45°30'07" West for a distance of 167.67 feet back to the point of beginning. LESS the following six (6) parcels;

**PARCEL B**

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in TIF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, TIF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and TIF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said TIF Deeds referred to above; the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 2°32'30" for a distance of 163.53 feet to the POINT OF BEGINNING of the hereinafter described Parcel B; thence N46°49'43" W for a distance of 220.84 feet to a point of curvature of a curve concave to the Southeast; thence northeasterly on the arc of said curve having a radius of 40.00 feet and a central angle of 89°23'20" for 62.41 feet to a point of tangency; thence N42°38'13" E for a distance of 127.55 feet; thence S48°13'24" E for a distance of 258.67 feet; thence S41°46'36" W for a distance of 97.29 feet to a point of curvature of a curve concave to the Northwest; thence southwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 1°11'01" for a distance of 76.16 feet back to the POINT OF BEGINNING. Containing 43,910 sq. ft. / 1.01 acres.

**PARCEL C**

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in TIF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, TIF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and TIF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said TIF Deeds referred to above; the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 97.29 feet to the POINT OF BEGINNING of the hereinafter described Parcel C; thence N48°13'24" W for a distance of 258.67 feet; thence N42°38'13" E for a distance of 172.77 feet; thence S48°13'24" E for a distance of 249.02 feet; thence S41°46'36" W for a distance of 172.50 feet back to the POINT OF BEGINNING. Containing 43,789 sq. ft. / 1.01 acres.

**PARCEL D**

A parcel of land on and adjacent to Stock Island, Monroe County, Florida; said parcel being a part of the lands described in TIF Deed No. 19699 (Deed Book G-52 at Page 32 of the Public Records of the said County, TIF Deed No. 23257 (Official Record Book 269 at Page 516 of the said Public Records) and TIF Deed No. 24067 (Official Record Book 355 at Page 32 of the said Public Records; the said parcel of land lying entirely within the composite of the said TIF Deeds referred to above; the said parcel lying within Sections 26 and 27, T67 South, R25 East; and the said parcel of land being described by metes and bounds as follows: COMMENCE at the intersection of the easterly right-of-way line of Junior College Road with the northerly right-of-way line of U.S. Highway #1 (State Road #5); thence N18°41'18" W for 36.16 feet to a point of curvature of a curve concave to the Southwest; thence northwesterly on the arc of said curve having a radius of 265.00 feet and a central angle of 35°06'00" for 162.34 feet to a point of tangency; thence N53°47'18" W for 272.56 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on the arc of said curve having a radius of 361.02 feet and a central angle of 14° 25' 40" for 90.91 feet to a point of tangency; thence N39°21'38" W for 273.51 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly on and northeasterly on the arc of said curve having a radius of 446.85 feet and a central angle of 62°35'30" for 488.15 feet to a point of tangency; thence N23°13'52" E for 1122.43 feet; thence N45°30'07" E for 276.04 feet to a point of curvature of a curve concave to the Northwest; thence northwesterly on the arc of said curve having a radius of 3686.55 feet and a central angle of 3°43'31" for a distance of 239.69 feet; thence N41°46'36" E for a distance of 97.29 feet to the POINT OF BEGINNING of the hereinafter described Parcel D; thence N48°13'24" W for a distance of 249.02 feet; thence N42°38'13" E for a distance of 15.71 feet to the point of curvature of a curve concave to the Southeast; thence northwesterly on the arc of said curve having a radius of 300.00 feet and a central angle of 23°55'22" for 125.26 feet to a point of tangency; thence N68°54'06" E for a distance of 69.99 feet; thence S48°13'24" E for a distance of 168.71 feet; thence S41°46'36" W for a distance of 32.13 feet; thence S48°13'24" E for a distance of 15.00 feet; thence S41°46'36" W for a distance of 165.87 feet back to the POINT OF BEGINNING. Containing 44,227 sq. ft. / 1.02 acres.



