

**REVOCABLE LICENSE FOR LAND USE  
TREASURE COAST SAILING**

**THIS AGREEMENT**, made and entered this 6<sup>th</sup> day of April, 2006, by and between **CITY OF FT. PIERCE**, a municipal corporation of the State of Florida, ("**CITY**") and the **TREASURE COAST YOUTH SAILING FOUNDATION, INC.**, a Florida non profit corporation, with its principal offices located at 700 Indian River Drive, Fort Pierce, FL 34949 ("**FOUNDATION**").

**WHEREAS**, the **CITY** owns a public park located on South Hutchinson Island known as "Jaycee Park"; and

**WHEREAS**, the **FOUNDATION** wishes to operate a public youth sailing program for the benefit of the youth of St. Lucie County, Florida

**THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

**1. DESCRIPTION OF PREMISES**

The **CITY** agrees to grant the Treasure Coast Youth Sailing Foundation, Inc. (**FOUNDATION**), a revocable license to use a 24 feet by 24 feet square of land, located at Jaycee Park, a City owned public park, as identified in the diagram and map attached hereto as Exhibit "A", for the purpose of building and installing an enclosed boat storage unit for the **FOUNDATION'S** youth sailing program. This revocable license shall extend only to the above-referenced 24 foot by 24 foot area for the enclosed boat storage unit and shall not extend to the construction and/or installation of any additional structures or utilities.

**2. PURPOSE/USE OF PREMISES**

The sole purpose of this revocable license is to grant the **FOUNDATION** permission to build and install a single enclosed storage building on the **CITY'S** property.

**FOUNDATION** shall not erect any additional structures on the premises other than as provided in this Agreement and shall not utilize the structure for any other purpose except as stated herein.

The boat storage structure shall be constructed in accordance with all applicable building codes and permitting regulations of the State and City and shall be maintained solely at the expense of the **FOUNDATION**. The **FOUNDATION** shall build and install the boat storage structure in accordance with Standard Specifications for Public Works Construction in the City of Ft. Pierce, Florida.

**FOUNDATION** shall not occupy or use the premises in any manner that interferes with the public use of the park. The premises shall not be used for any other purpose whatsoever without written consent of the **CITY**. **FOUNDATION** covenants that it will not, without written consent of the **CITY**, permit the premises to be used or occupied by any person, firm, entity or corporation other than **FOUNDATION** and its agents and invitees. **FOUNDATION** further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said premises, no act shall be permitted and nothing shall be kept, in or about said premises which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said premises. **FOUNDATION** shall not permit the licensed property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

**3. ASSIGNMENT**

This revocable license shall not be assigned without express prior written approval from CITY.

**4. TERM**

This license shall be for an initial term of five (5) years and commence on April 1, 2006 and terminate on March 31, 2011, unless terminated earlier as provided herein.

Upon written requests of FOUNDATION, at least 6 months prior to expiration, CITY will consider extension of the term.

At the end of the term, the expiration of this revocable license, the revocation of this revocable license, or upon the abandonment of the boat storage structure, whichever occurs first, the FOUNDATION shall be responsible for the removal of the boat storage structure unless CITY elects to retain the structure.

**5. ACCESS**

During any event or special event, for which the FOUNDATION has obtained the required city permits, the FOUNDATION may use the CITY'S gated access road running along the northern edge of the park, from South A1A to the premises, for the purpose of boat delivery and drop off only. Access shall at all times be subject to the supervision and approval by the Public Works Department. The FOUNDATION agrees it shall not use the access road for parking vehicles at any time. FOUNDATION shall not park any vehicles on or about the premises covered under this revocable license. For all other purposes access and parking shall be via the paved parking lot for Jaycee Park.

**6. NOTICES**

All notices, requests and other communications dealing directly or indirectly with this license shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or carrier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, address to:

As to City:

CITY MANAGER  
P.O. Box 1480  
Fort Pierce, Florida  
City of Fort Pierce, 34954

As to Foundation:

ROY WHITEHEAD  
700 Indian River Drive  
Fort Pierce, FL 34949

With copies to:

CITY ATTORNEY  
City of Fort Pierce  
Post Office Box 1480  
Fort Pierce, FL 34954

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

7. **INDEMNIFICATION**

As consideration for the CITY granting FOUNDATION this revocable license, and to the extent allowed by law, the FOUNDATION agrees to indemnify and hold the CITY, its officers and employees, agents, and servants harmless from and against all claims, liability, demands, damages, expenses, fees, fines penalties, suits, proceedings, actions and costs of actions, including reasonable attorneys fees of any kind or nature in any way arising from, related to, or in any way connected with the use, occupation, management, or control of the above property by FOUNDATION or its' agents, servants, employees, patrons, or invitees, or resulting in injury to persons or property, or loss of life or property of any kind or nature whatsoever, sustained during FOUNDATION'S use of the property.

8. **INSURANCE**

Without limiting any of the other obligations or liabilities of FOUNDATION, FOUNDATION shall provide, pay for and maintain in force the insurance coverages set forth in this section during the term of this Revocable License Agreement.

a. **General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. FPRA shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

b. **Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence - Bodily Injury and Property Damage Combined
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c. **Watercraft Liability**

FOUNDATION shall purchase and maintain, insurance which shall, at a minimum, cover the FOUNDATION for injuries or damage arising out of the use of watercraft. Such insurance shall include the CITY as an additional insured.

The minimum limits applicable to watercraft liability, inclusive of amounts provided by any excess policy, shall be:

\$1,000,000	Each Occurrence/Annual Aggregate
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This watercraft liability coverage may be provided as part of the Commercial General Liability insurance required herein either by endorsement or by elimination of the watercraft liability exclusion.

d. CITY shall be included as "Additional Insured" with respect to liability arising out of operations performed for CITY by or on behalf of FOUNDATION, acts or omissions of CITY in connection with general supervision of such operation, and the ownership, maintenance or use of the licensed premises, and with respect to liability arising out of the negligent use of the access road.

Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide CITY with sixty (60) days notice of cancellation and/or restriction.

FOUNDATION shall provide to CITY a certified copy of all insurance policies required hereunder showing that the CITY, has been named as additional insureds under such policies or, in the alternative, a certificate evidencing that the required additional endorsements have been obtained under such policies, immediately upon execution of this Revocable License Agreement by both parties to same. The insurance coverage required hereunder shall apply on a primary basis to any other insurance maintained by the CITY, its officers, servants, agents and employees. Except with respect to the total limits of liability, the insurance coverages provided shall apply to each insured in the same manner as if separate policies had been issued to each.

## **9. TERMINATION**

This Revocable License Agreement may be canceled with or without cause at any time during the term hereof by either party upon written notice to the other of its desire to terminate this revocable license. It is expressly understood by the parties that FOUNDATION is receiving from CITY a revocable license which may be terminated at any time by CITY. During the initial license term the CITY may only terminate for cause upon sixty (60) days written notice.

## **10. MAINTENANCE AND REPAIR OF LICENSED PREMISES**

It shall be the responsibility of FOUNDATION to keep the licensed premises clean, safe, sanitary and free from trash and debris. The upkeep and maintenance of all areas herein licensed by CITY to LICENSEE shall be borne by FOUNDATION, and FOUNDATION agrees to maintain the licensed premises in accordance with the terms and conditions of this revocable license and consistent with prudent and well-reasoned maintenance procedures and techniques.

## **11. AMENDMENTS**

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

## **12. SURRENDER UPON TERMINATION**

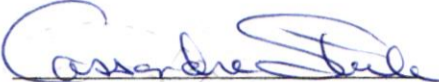
FOUNDATION shall peaceably surrender and deliver the licensed premises to the CITY, or its agents, immediately upon expiration of the revocable license term; or after ten (10) days written notice from the CITY upon termination of the revocable license for any other reason.

FOUNDATION further agrees that it will leave the licensed premises in the condition existing at the commencement of this revocable license, all alterations, adjustments, partitions,

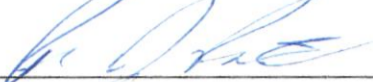
additions or improvements excepted and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this revocable license.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above first written.


**ATTEST:**

BY:   
Cassandra Steele, City Clerk


**CITY OF FT. PIERCE**

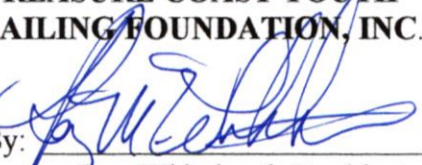
  
Robert J. Benton, III, Mayor

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
Robert V. Schwerer, Esquire  
City Attorney

**TREASURE COAST YOUTH  
SAILING FOUNDATION, INC.**

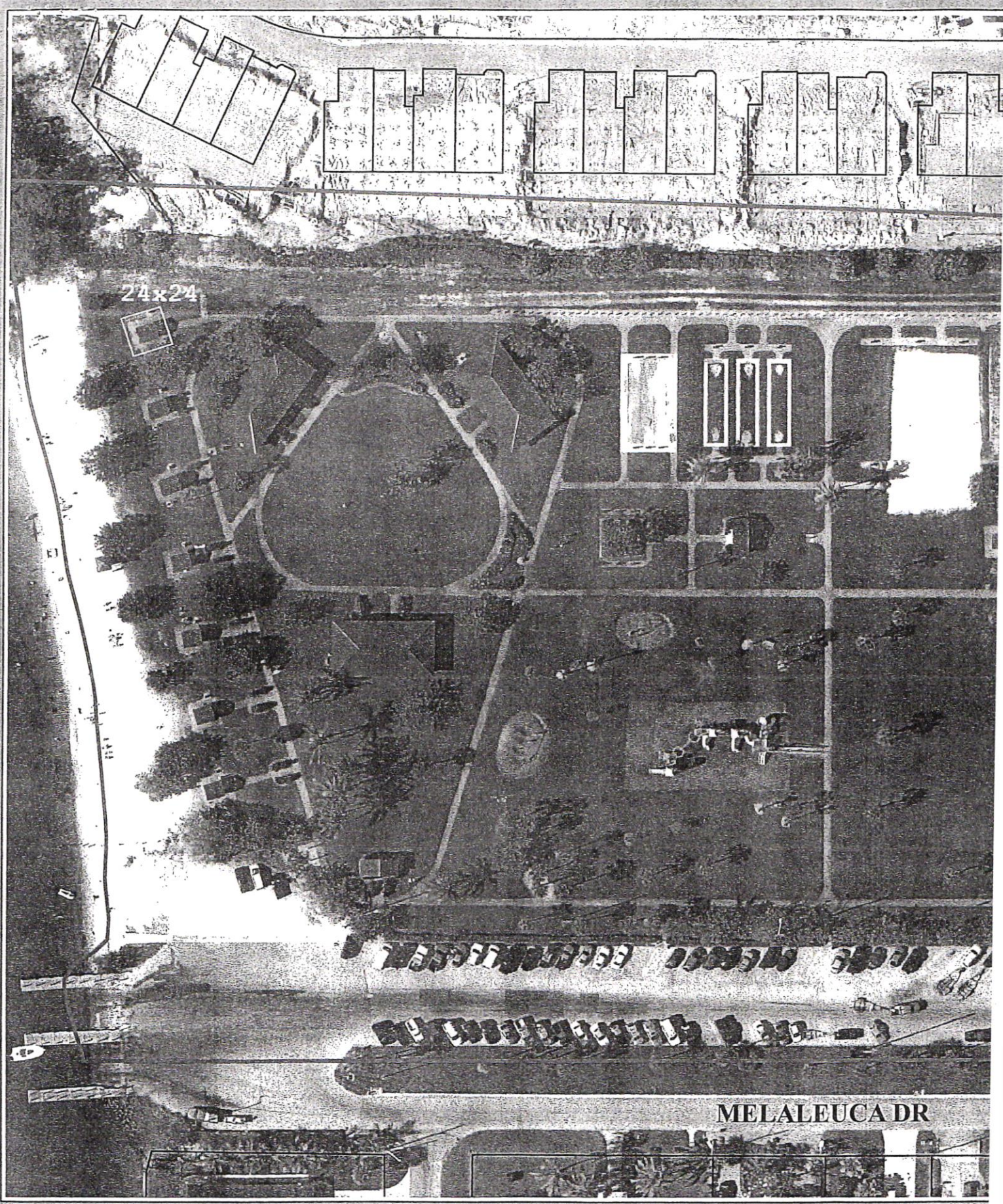
  
Witness; Signature

By:   
Roy Whitehead, President

JENNIFER D ROBINSON  
Witness; Print Name

  
Witness; Signature

ASHLEY BARTON  
Witness; Print Name



24x24

MELALEUCA DR



This map is a conceptual tool utilized for project only. Though the information provided by accepted to be accurate for the city's administrative purposes, it is not to be used for technical purposes, including but not limited to software information, received from City of Ft Pierce in fulfillment of records request is provided "AS IS" without warranty of any kind. Any information provided by this map for purposes other than reference must be confirmed by field survey. Aerial photo taken May 2004.

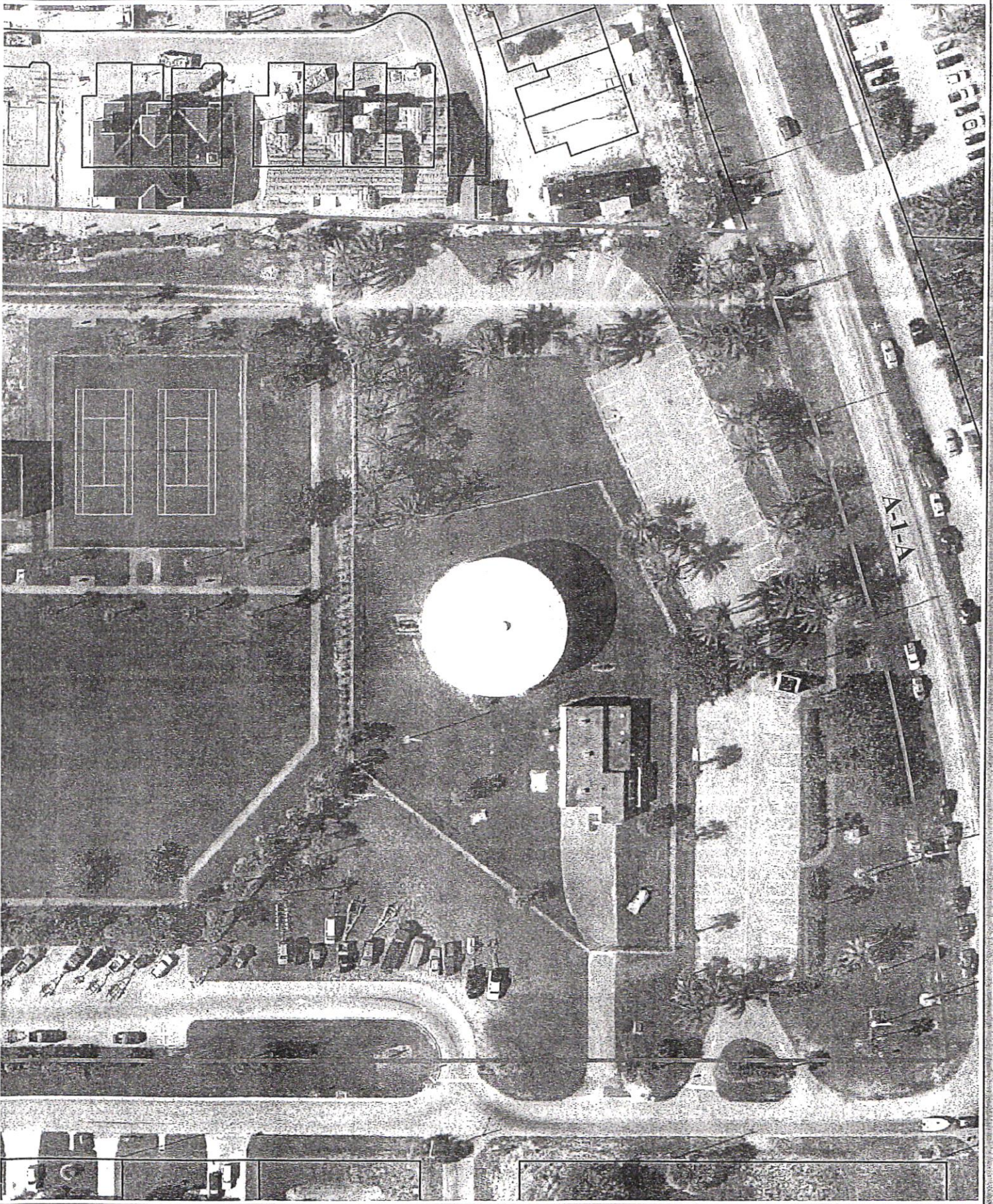
EXHIBIT

"A"

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tabbles

J



# CEE PARK

Mar 06, 06  
1" equals 80'

