

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT entered into this th 26 day June, 2007, by and between the CLEARWATER HISTORICAL SOCIETY, a not-for-profit corporation, hereinafter referred to as "Society" and the CITY OF CLEARWATER, FLORIDA, hereinafter referred to as "City".

WHEREAS, the Society is a not-for-profit Florida corporation which owns a structure known as the "Plumb House", and

WHEREAS, the "Plumb House" is an historical landmark which has been listed as an historical house with the Department of State, Division of Archives, History and Records Management on the State of Florida Master Site file; and

WHEREAS, since 1983 the structure has been located on real property owned by the City known as Ed C. Wright Park pursuant to the most recent License Agreement between the City and the Society dated June 30, 1992; and

WHEREAS, the Society and the City desire that the License continue for another fifteen (15) year term under the same terms and conditions as the existing License Agreement.

NOW, THEREFORE, in exchange for mutually agreeable consideration, the parties to this Agreement do hereby agree as follows:

1. Purpose: The purpose of this license agreement is to continue to provide a permanent location for the historical house, "Plumb House", in Ed G. Wright Park. All uses made of the Plumb House shall be in conformance with the deed restrictions contained in the Ed C. Wright Park Deed recorded in Official Records Book 1546, page 521, Public Records of Pinellas County, Florida.

2. Term: The term of this agreement shall be for a period of fifteen (15) years.

3. House Maintenance: At its expense, the Society agrees:

- a. to maintain the house in a safe and sanitary condition in conformance with all applicable laws,
- b. to continue to keep the house restored as nearly as possible to its original condition,
- c. to maintain a Comprehensive General Liability policy of insurance covering claims for injuries to persons or damage to property, which may arise from or in connection with use of the premises, including all activities occurring thereon, written by an insurance company with above average rating in the amount of \$500,000.00 per occurrence. Certificates of insurance for all applicable coverages hereinbefore stated shall be delivered to the City on an annual basis and name the City of Clearwater as an additional insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers. The Society shall provide a copy of any or all insurance policies upon request by the City.

4. Public Access: The Society shall make the house available to the general public for tours on a semi-monthly basis in accordance with a schedule to be established by the Society. Additionally, the Society shall have individuals available at said tours to discuss the history of the Plumb House and the history of the City with those members of the general public desiring such information.

5. Landscaping: At its expense the Society shall provide all landscaping in the immediate vicinity of the house. The landscaping shall be of a type designated by the City's Parks and Recreation Department.

The City shall maintain the real property immediately surrounding the house including all

landscaping (lawn, shrubs and other landscaping).

6. Parking: The Society members and its guests may use any existing permitted parking spaces available at Ed C. Wright Park or Ross Norton Park.

7. Utilities: At its expense, the Society shall pay all monthly charges for all utilities including water, electric and telephone.

8. Hold Harmless: The Society agrees to hold the City harmless from any claims, lawsuits or injuries arising out of the restoration, maintenance and use of the house at Ed C. Wright Park.

9. Notices: All required notices and correspondence shall be sent by certified mail to the following addresses:

City: City Manager
P. O. Box 4748
Clearwater, FL 34618

Society: Thomas C. Nash, II, Esq.
P. O. Box 1669
Clearwater, FL 33757

10. Toxic or Hazardous Substances: The Society covenants and agrees not to bring upon, store or generate upon the City's property or the structure itself any substance classified by state or federal government authority as a toxic or hazardous material. Lessee further agrees that it shall comply with all governmental and other laws, rules, regulations, codes, statutes including, but not limited to federal, state, county and municipal as they relate to storage, use and disposal of any substance whether toxic or non-toxic, whether such substance is a manufactured or man-made substance and whether the same is a natural substance or man-made.

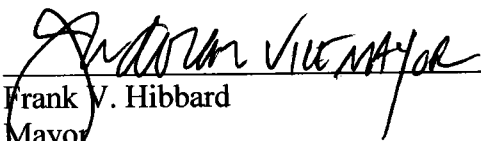
11. Improvements: The house, its fixtures and all other permanent improvements made by the Society at Ed C. Wright Park shall become the property of the City of Clearwater

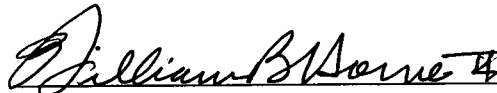
upon the termination or revocation of this Agreement.

12. Assignments: The Lessees may not assign any privileges granted under this Agreement without Written approval by the City.

Countersigned:

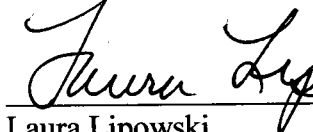
CITY OF CLEARWATER, FLORIDA


FOR: 
Frank V. Hibbard
Mayor

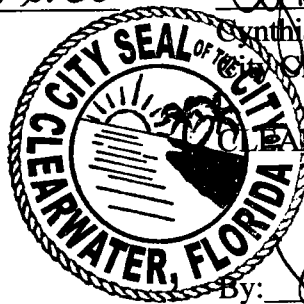

William B. Horne II
City Manager

Approved as to form:

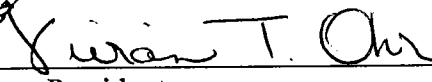
Attest:


Laura Lipowski
Assistant City Attorney


Cynthia E. Goudeau
Clerk



CLEARWATER HISTORICAL SOCIETY, INC.

By: 
President