

Brad Hum Brody

6983-33A  
Edgewood Ave

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (hereinafter called "**License**") is entered into and effective the 4 day of March, 2015 (the "Effective Date"), by and between **CITY OF JACKSONVILLE**, a Florida municipal corporation (hereinafter called "**Licensor**"), whose 117 W. Duval Street, Jacksonville, Florida 32202 and **LEARN TO READ, INC.**, a Florida not-for-profit corporation (hereinafter called "**Licensee**"), whose address is whose address is 303 N. Laura Street, Jacksonville, Florida 32202.

### WITNESSETH:

**WHEREAS**, Licensor owns certain real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**License Area**"); and

**WHEREAS**, Licensee is a non-profit corporation and desires to use the License Area on a non-exclusive basis as a classroom area to support Licensee's computer-assisted, small group and one-to-one literacy education programs; and

**NOW, THEREFORE**, for and in the good and valuable consideration paid each respective party to the other including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good and valuable considerations being herewith acknowledged by the respective parties, Licensor and Licensee stipulate and agree as follows:

1. **Recitals**. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. **Definitions**. As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "Building" means the building and improvements located on the Property, as described on Exhibit A, and having an address of 1755 Edgewood Avenue, Jacksonville, Florida 32208.

(b) "Common Areas" means any landscaped areas, lobbies, elevators, kitchens, hallways, restrooms, conference rooms and other similar facilities located in the Building designated by the Licensor for common or joint use of the occupants thereof, their employees, agents, tenants, customers and other invitees.

(c) "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over Licensor, Licensee and/or the License Area. Governmental Requirements shall include all applicable, relevant, or appropriate Florida

Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Codes or regulations; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both with and outside present contemplation of the respective parties to this transaction.

(d) **“Hazardous Materials”** means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances or related materials including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. ss. 9601 et seq.);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. ss. 1808 et seq.);

(iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. ss. 6901 et seq.);

(iv) Regulations adopted and publications promulgated pursuant to the foregoing;

(v) Any other Governmental Requirement; and

(vi) Any other material, of which its use, release, disposal, or presence may result in liability under any Governmental Requirement or common law action.

(e) **“License Area”** means the property specifically described on Exhibit “A”. The License Area is approximately 1,079 square feet in the lower Southwest end of the Bradham Brooks Branch Library building located at 1755 Edgewood Avenue, Jacksonville, Duval County, Florida 32208.

(f) **“License”** means this License Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same.

(g) **“Licensee”** means Learn to Read, Inc., a Florida non-profit corporation.

(h) **“License Term”** or **“Term”** means the term of this License, which shall be for a two (2) year period commencing on the Effective Date and ending on \_\_\_\_\_, 2017. Upon mutual agreement of the parties, this License may be extended for two (2) separate and additional three (3)-year periods pursuant to the same terms and conditions as are set forth herein. Notice of the Licensee’s request for an additional term must be given to the City in writing at least sixty (60) days prior to the end of the then current term.

(i) **“Licensor”** means the City of Jacksonville, a Florida municipal corporation.

(j) **“Permitted Use”** means the Licensee’s use of the License Area for the purposes stated above, which is for the non-exclusive use of the License Area as a classroom area for the purpose of allowing Licensee to provide its computer-assisted, small group and one-to-one literacy education programs in the License Area, and in compliance with the terms of this License

and all Governmental Requirements. Licensee acknowledges that the License Area is also used from time to time by the Jacksonville Sheriff's Office as a stop station ("JSO Uses"), and Licensee acknowledges its uses of the License Area are non-exclusive and shall not interfere with the JSO Uses.

(k) "**Section**" means the numerical sections of this License and the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

3. License. In consideration of the representations, warranties, agreements and covenants contained herein, Licensor shall license to Licensee the License Area for the License Term, all in accordance with all of the provisions, covenants, conditions and terms herein. The License Area is provided to Licensee in its "AS IS" condition and without representation or warranty by City as to the suitability or condition of the License Area for Licensee's use.

4. License Fee. Licensor and Licensee have agreed that the license fee during the first two years of the License Term shall be one dollar (\$1.00). Thereafter, the parties may mutually agree as to an increased License Fee amount for the License Area, and an amendment this License will be executed between the parties to reflect any increase in the amount of the License Fee.

Commencing with the third anniversary of the Effective Date (each such date, the "Rent Adjustment Date"), and for the entire Term of this License, including all extension or renewal terms, the License Fee then in effect shall be increased by a percentage equal to three percent of the then existing annual rent amount.

5. Taxes, Utilities and Other Charges. Licensor shall bear, pay and discharge, all ad valorem real estate or personal property taxes, or other taxes, if any, which shall, or may during the License Term, be charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with the use, occupancy or possession of the License Area or any part thereof. The Licensor shall be responsible for the taxes and all utilities relating to the License Area.

6. Use of License Area.

(a) Licensee shall only use the License Area for the Permitted Use. No other use of the License Area is permitted without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensee agrees to be in compliance at all times and to comply with such Governmental Requirements imposed upon the License Area and shall not in any way subject Licensor to liability or exposure for failure to adhere to the same.

(b) Licensee shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in its use and operations of the License Area.

(c) Licensor shall be responsible for all security relating to its use of the License Area.

(d) Licensor shall only use the License Area during the normal business hours of the library, as the same may be amended from time to time. Initially, Licensee shall use the License Area during normal business hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Licensee's use of the License Area shall not include Saturdays, Sundays, or legal holidays.

7. Improvements to License Area, Personal Property. Licensee shall not make additions, alterations, changes or improvements in or to the License Area or any part thereof, without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion. Menial, regular, and routine maintenance, which shall be performed by Licensee, shall not be included in this provision; it being understood that the Licensee shall maintain the License Area (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this License. All additions, alterations, changes or improvements made by Licensee with the prior consent of Licensor shall be constructed at Licensee's sole expense and shall, upon completion thereof, become the property of Licensor. All additions, alterations, changes or improvements shall be made in conformance with applicable Governmental Requirements. Licensee may place its personal property on or within the License Area during the License Term from time to time at its discretion; however, all Licensee personal property that may be on the License Area during the License Term shall be at Licensee's sole risk.

8. Maintenance, Repairs and Utilities. Licensee shall continuously maintain and keep in good repair and safe condition, at its sole cost and expense, the License Area; it being understood the Licensee shall pay and be responsible for the costs of all use, maintenance, and repair associated with Licensee's Permitted Use of the License Area.

9. Insurance.

(a) Before entering the License Area, and without limiting its liability under this License, Licensee and its contractors and subcontractors of any tier shall procure and maintain, at its sole cost and expense, during the Term of this License, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Limits</u>
<u>Workers' Compensation &amp; Employer's Liability</u> (Including appropriate Federal Acts)	Florida Statutory Coverage \$100,000 each accident \$500,000 Disease/Policy Limit \$100,000 Disease/Each Employee

(Licensee may be responsible for workers' compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. Licensee is solely responsible for determining the applicability of Chapter 440, Florida Statutes. If Licensee is not required to carry workers' compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. Licensee shall provide to City written confirmation verifying the exemption on Licensee's letterhead, certified and signed by an officer or authorized representative of the Licensee.)

The Licensee's insurance shall cover the Licensee, employees (and to the extent its contractors/subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)

(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

Facility-Operations	\$1,000,000 General Aggregate
Products-Completed Operation	\$2,000,000 Products/Comp. Ops. Aggregate
Blanket Contractual Liability	\$1,000,000 Personal/Advertising Injury
Independent Contractors	\$1,000,000 Each Occurrence
	\$50,000 Fire Damage
	\$5,000 Medical Expenses

(Licensee or subcontractors shall maintain products and completed operations coverage for period of (3) years after the final completion of the work.)

Automobile Liability \$1,000,000 Combined Single Limit  
(Coverage for all automobiles-owned, hired or non-owned)

The City of Jacksonville shall be endorsed as an additional insured under all of the above Commercial General Liability and All Risk Property Insurance coverages and Automobile Liability. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.

Professional Liability (if applicable)	\$1,000,000 Per Claim
	\$1,000,000 Aggregate

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this agreement and with a three year reporting option beyond the annual expiration date of the policy.

The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Licensee shall be responsible for payments of its deductible(s).

Depending upon the nature of the use and work and accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Licensee and/or its sub-contractors insurance will be primary and not contributory.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing Services, Certificates of Insurance approved by the City's Division of Insurance & Risk Management ("Risk Management Division") demonstrating the maintenance of said insurance shall be furnished to the City; provided, however, that with respect to the Property Insurance and/or Builder's Risk such certificates of insurance shall be provided by the Licensee and approved by the Risk Management Division prior to the commencement of any construction work required hereunder. Licensee shall provide the CITY thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of Licensee under this License shall survive

and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by Licensee shall relieve Licensee or its sub-contractors from the responsibility of providing insurance as required by the License. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Licensee shall be responsible for payments of its deductible(s). Depending upon the nature of the use and work and accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured. Licensee's and/or sub-contractors insurance will be primary and not contributory.

(c) Licensee shall provide such other insurance of the types, amounts and coverages required by City's Risk Manager in his or her sole and reasonable discretion.

(d) City is self-insured, and its obligations with respect thereto are controlled by the provisions and limitations of § 768.28, Florida Statutes, which provisions are not altered, expanded or waived.

(e) Neither approval of, nor failure to disapprove, the insurance furnished by the Licensee shall relieve the Licensee or its agents from the responsibility to provide the insurance as required by this License.

(f) Failure to maintain proper insurance as required by this Section 9 after having received written notice from City may result in immediate termination of this License pursuant to Subsection 15 hereof.

10. Indemnification. Licensee, its subsidiaries, contractors and subcontractors of any tier (collectively the "Indemnifying Parties") shall hold harmless, indemnify, and defend City and its current and past officers, directors, members, representatives, affiliates, agents, employees, successors and assigns (collectively the "Indemnified Parties") against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and cost and expense of whatsoever kind or nature (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, arising directly or indirectly out of:

(a) Any of Licensee's operations, work or services performed in connection with this License including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Licensee, its employees, representatives, contractors, subcontractors, agents, affiliates or assigns, regardless of where the damage, injury or death occurred;

(b) any allegation that the Improvements, any product generated by the Improvements, or any part of the Improvements, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right, regardless of whether such injury or damage is caused by negligence, errors and omissions, recklessness, or intentionally wrongful conduct. If in any suit or proceeding, the Improvements, or any product generated by the Improvements, is held to constitute an infringement and its use is permanently enjoined, Licensee shall, immediately, make every reasonable effort to secure for City a license, authorizing the continued use of the service or

product. If Licensee fails to secure such a license for City, then Licensee shall replace the service or product with a non-infringing service or product or modify such service or product in a way satisfactory to City at no additional cost to City, so that the service or product is non-infringing;

(c) any violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Licensee or those under its control;

(d) any breach of any covenant, obligation, representation or warranty made by Licensee in this License or in any certificate, document, writing or other instrument delivered by Licensee pursuant to this License;

(e) any actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties activities; any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this License by the Indemnifying Parties at any time on or after the Effective Date; or any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by Licensee relating to an environmental claim.

(f) any accident, injury or damage which shall happen in or about the License Area and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the License Area during the License Term;

(g) any construction lien, conditional bill of sale or chattel mortgage filed against the License Area or any improvements or equipment therein or any materials therein used in the construction or alteration of any improvements or other related structures thereto;

(h) any tax attributable to the execution, delivery or recording of this License or any modification thereof;

(i) Licensee's possession or unauthorized use of the License Area;

(j) any negligent or intentional act or omission of Licensee or any of Licensee's representatives, employees, licensees, invitees, or agents.

This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this License or otherwise. This section shall survive the term of the License and any holdover and/or contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this License. To the extent an Indemnified Party exercises its rights under this section, the Indemnified Party will (1) provide reasonable notice to Licensee of the applicable claim or liability, and (2) allow Licensee to participate in the litigation of such claim or liability (at Licensee's expense) to protect its interests. Each Indemnified Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written

approval of the other Indemnified Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

This Section 10 shall survive the termination or expiration of this License.

11. Compliance with Governmental Requirements. During the License Term, Licensee shall comply with all Governmental Requirements governing or affecting the License Area and the use thereof for any reason. Licensee shall notify Licensor of its violation of any Governmental Requirement promptly after Licensee's knowledge thereof, and Licensee shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Upon Licensor's request, Licensee shall assure Licensor from time to time, in written certifications, that Licensee and the License Area are in compliance with all Governmental Requirements and this License.

12. Title to License Area. Title to the License Area shall remain vested with Licensor, subject to the covenants, conditions and terms of this License, and Licensee shall have no interest in the title to the License Area but shall only have a license interest thereto. Except as otherwise provided herein, any improvements made to the License Area shall be vested with Licensor who shall have the title thereto, subject to the covenants, conditions and terms of this License; however, no furnishings, furniture, fixtures, equipment or other personal property installed or constructed by Licensee on or within the License Area shall be Licensor's property, but shall be the property of Licensee. Licensee shall have non-exclusive control of the License Area, subject to the covenants, conditions and terms of this License, but Licensor shall always remain vested with title to the License Area and in control thereof to ensure that neither Licensee nor any other entity shall have the authority or right to violate Governmental Requirements affecting the License Area and the utilization thereof.

13. Destruction or Damage. In the event the License Area, or any part thereof, is destroyed or damaged by fire, lightning, storm or other casualty, either party may terminate this License by providing written notice to the other party within twenty (20) days of the casualty. If neither party terminates the License, Licensor shall forthwith repair the damage to the License Area (excluding Licensee's personal property) at its own cost and expense.

14. Hazardous Materials.

(a) Licensee shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials on the License Area. Licensee shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the License Area of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or upon the License Area by accident or otherwise, Licensee shall provide immediate written notice thereof to Licensor and Licensee shall immediately commence and diligently pursue the removal of any such Hazardous Material and Licensee shall remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments and penalties arising therefrom. Licensee shall furnish Licensor periodically at Licensor's request, certification that Licensee is in compliance with the provisions of this Section.

(b) Licensee shall provide written notice to Licensor within three (3) days of:

(i) any change in Licensee's utilization and operation of the License Area



involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) release, spillage, leakage or disposal of any Hazardous Material at the License Area.

(c) If Licensee shall fail to comply with any of the provisions of this Section, Licensor shall have the right, but shall not be obligated, to enter into and go upon the License Area without thereby causing or constituting a termination of this License, or ejection of Licensee, either constructive or otherwise, in whole or in part, from all or any portion of the License Area, or an interference with Licensee's possession and use of the License Area, and take such steps and incur such expenses as Licensor shall deem necessary to correct Licensee's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Licensee is responsible and Licensee shall reimburse Licensor on demand for any expense incurred by Licensor as a result thereof.

15. Default. Each of the following events shall be a default hereunder by Licensee and shall constitute a breach of this License:

(a) If Licensee shall fail to pay any other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for ten (10) days after Licensor's written notice for payment; or

(b) If Licensee shall fail to perform any of the covenants, conditions and terms of this License on Licensee's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Licensor to Licensee; or if Licensee shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Licensee shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, Licensee, having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance (however, in no event shall such extended period exceed ninety (90) days).

If an event of default shall occur and be uncured, then Licensor shall have the right to immediately terminate and cancel this License by giving to Licensee written notice of such termination and cancellation. Upon such notice, this License shall terminate and the parties shall be released from all obligations under this License that do not specifically survive its termination. The foregoing remedy shall not be the exclusive remedy for Licensor for this License.

16. Termination. Either party may terminate or cancel this License at any time during the License Term upon giving the other party thirty (30) days written notice of either party's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, the License shall terminate and cease as of the effective date of such termination hereunder and the parties shall be released from all obligations hereunder that do not specifically survive termination.

17. Licenses, Permits. Licensor will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the License Area for the Permitted Use.

18. Assignment. Licensee shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in the License or the License Area or any part thereof; it being understood this License is personal to Licensee.

19. Expiration of Term. At the expiration of the License Term or earlier termination of this License, Licensee shall peaceably return to Licensor the License Area in good condition, ordinary wear and tear excepted. It is understood and agreed between Licensor and Licensee that Licensee shall have the right to remove from the License Area in a reasonable period of time all personal property of Licensee situate at the License Area including, but not limited to all personal property, provided Licensee restores the License Area after the removal therefrom. Any expenses of Licensor to remove Licensee's personal property shall be at Licensee's sole expense. Further, the Licensee shall not have encumbered the License Area with any mortgages, mechanics' liens, or otherwise.

20. Right of Licensor to Inspect. Licensor, upon having provide Licensee with five (5) days advance written notice, may enter into and upon the License Area for the purpose of inspecting same and for any other purposes permitted hereunder.

21. Force Majeure. If Licensor or Licensee shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

22. Mechanics Liens. Licensee shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', material man's or other lien filed or claimed against any or all of the License Area or any other property owned or licensed by Licensor, by reason of labor or materials provided for Licensee or any of its contractors or subcontractors, or otherwise arising out of Licensee's use or occupancy of the License Area. Nothing in the provisions of this License shall be deemed in any way to give Licensee any right, power or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialmen's lien against Licensor's estate or interest in and to the License Area, it being expressly agreed that no estate or interest of Licensor in and to the License Area shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Licensee.

23. Condemnation. If any part of the License Area is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, Licensor may, at its sole option, terminate the License by giving written notice to Licensee within thirty (30) days after the taking, or if by reason of such taking of the License Area, Licensee's operation on or access to the License Area is substantially and materially impaired, Licensee shall have the option to terminate this License by giving written notice to Licensor within thirty (30) days after taking. Licensee hereby

waives any and all rights it may have in all condemnation awards including, without limitation, loss of or damage to its License, and hereby assigns said claims to Licensor except such awards as are separately and specifically awarded to Licensee for its separate personal property, moving expenses and business damages.

24. Proposed Sale or Lease of the License Area to a Third Party.

Any proposed sale or lease of the License Area to a third party shall be made expressly subject to this License and the terms provided herein.

25. Renewal Period.

The Licensee shall have the option to renew this license for two (2) additional three (3) year periods under the same terms and conditions contained herein by providing sixty (60) days written notice to Licensor prior to the expiration of the current term. In the event that Licensee shall continue occupancy of the License Area after the expiration of the term of this License or any renewal or extension thereof without any agreement in writing between Licensee and Licensor with respect thereto, such occupancy shall not be deemed to extend or renew the term of the License, but such occupancy shall continue at will, from month to month, upon the covenants, provisions and conditions herein contained.

26. Miscellaneous:

(a) Notices. Any and all notices which are permitted or required in this License shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Licensor: City of Jacksonville  
c/o Jacksonville Public Library  
303 N. Laura Street  
Jacksonville, Florida 32202  
Attn: \_\_\_\_\_

If to Licensee: Learn to Read, Inc.  
303 N. Laura Street  
Jacksonville, Florida 32202  
Attn: \_\_\_\_\_

With Copy to: Office of General Counsel  
City of Jacksonville  
Attn: Government Operations and Contracts Dept.  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

or such other address either party from time to time specify in writing to the other.

(b) Legal Representation. Each respective party to this License has been represented by counsel in the negotiation of this License and accordingly, no provision of this License shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this License or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this License.

(d) Severability or Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the License shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the License and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Licensor or Licensee in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than Licensor and Licensee any right, remedy or claim, equitable or legal, under and by reason of this License or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Licensor and Licensee.

(g) Successors and Assigns. To the extent permitted hereunder, this License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this License shall survive the expiration or termination of the License and remain in effect.

(i) Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this License shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this License, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this License or any documentation executed and delivered pursuant hereto. Venue for any action arising out of this License shall lie in the jurisdictional courts of Duval County, Florida.

(j) Section Headings. The section headings inserted in this License are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this License, nor the meaning of any provision, condition or term hereof.

(k) Counterparts and Signature Pages. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original. The signatures to this License may be executed on separate pages, and when attached to this License shall constitute one complete document.

(l) Entire Agreement. This License contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this License, and not contained herein, shall form any part hereof or bind any respective party hereto. This License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(m) Time. Time is of the essence of this License. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of this License by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this License.

(o) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(p) Mayor and Corporation Secretary. The Mayor and Corporation Secretary shall have the authority to extend the term of this License as provided for herein and also to terminate this License under any circumstances wherein the City has a legal right to terminate this License in accordance with the provisions hereof.

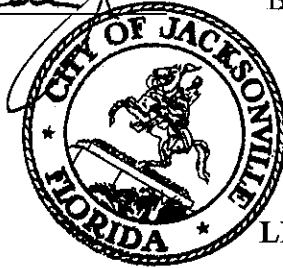
IN WITNESS WHEREOF, the respective parties hereto have executed this License for the purposes expressed herein effective the day and year first above written.

LICENSOR

CITY OF JACKSONVILLE, a Florida municipal corporation

ATTEST:

By: James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation's Secretary



By: Alvin Brown  
Alvin Brown, Mayor

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

LICENSEE

WITNESSES:

LEARN TO READ, INC., a Florida not-for-profit corporation

Ayshea Golden  
Print Name: Ayshea Golden  
Sheri Jackson  
Print Name: Sheri Jackson

By: Judy Bradshaw  
Print Name: Judy Bradshaw  
Title: Executive Director

Form Approved:

By: John Sawyer  
Print Name: John Sawyer  
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Belton  
Director of Finance  
6983-33A  
RB

**EXHIBIT A**

The following described property:

The License Area is located in the Southwest corner on the ground floor of the building located at 1755 Edgewood Avenue, Jacksonville, Florida, 32208 in Duval County, Florida, as further detailed on the following page.

G:\Gov't Operations\USawyer\Jax Public Library\License Agreements\Bradham Branch\City - Learn to Read License Agreement - Bradham branch5.doc

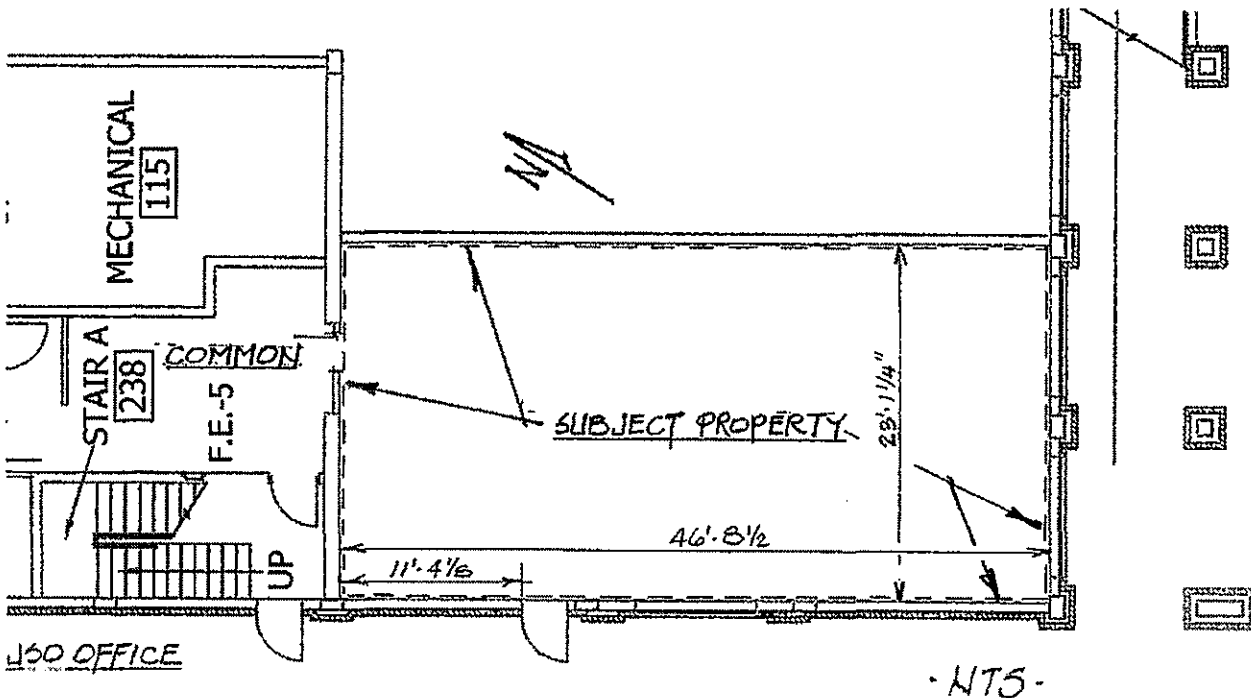




**Description of Subject Property:**

Referenced space identified as "Subject Property" on the drawing below is herein defined as approximately 1079 .579) square feet of area in the lower Southwest end of the two-story Bradham-Brooks Library formally as the NORTHWEST Branch of the Jacksonville Public Library (JPL) at the street address of: 1755 Wood Avenue, W., Jacksonville, FL 32208. The total building is 30,499 gross overall square Feet with 25743 Feet heated built in 1990 on 144,065 SF (or 3.3 Acres) of Land Zoned PBF-1 that is currently owned by the Jacksonville. The official legal definition of this Real Estate is found recorded in the Office of the Duval Clerk of the Circuit Court Official Records, Book 06398 /Page 01170.

This "Subject Property" has one Hollow Metal Outside Entrance Door and one Interior passageway to a identified as "Common Space" to allow access to a Shared Uni-Sex Restroom with HC-Grab bars (Space # 116) and a second Way of Egress through the Fire Stair A ( Space #238). Adjacent to this space is a Room identified as a "JSO Office" - which will also share the Uni-Sex Restroom (Space #116). Access to the JSO Office Fully Restricted to Everyone except for JSO Officers or their Clients.



*Handwritten signature and date:*  
03/06/14

