

09-LA.13-07/18

This instrument prepared under the direction of:

Elizabeth S. Quintana, Esq. _____

District Four Assistant General Counsel

Legal Description prepared by:

Amelia Rodriguez-Alers, PSM. (01-27-2021)

Document prepared by:

Diana Helmer (01-27-2021)

Florida Department of Transportation

Right of Way Production Services

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309

Parcel No. 900.1

Item/Segment No. 4417751

Section: N/A

Managing District: 04

S.R. No. 805 (Dixie Highway)

County: Palm Beach

LICENSE

THIS LICENSE is made this _____ day of _____, 2021, between the **CITY OF LAKE WORTH BEACH, a Florida municipal corporation**, whose address is: 7 North Dixie Highway, Lake Worth Beach, Florida 33460, herein called Licensor and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, herein called Licensee.

In consideration of the benefits accruing unto the Licensor, the parties agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Parcel No. 900

Item/Segment No. 4417751

A portion of Lot 8, Block H, THE PALM BEACH FARMS COMPANY PLAT No. 2 LUCERNE TOWNSITE, according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm County, Florida, lying in Section 21, Township 44 South, Range 43 East; said portion lying West of the Existing West Right of Way line of State Road 805 (Dixie Highway), extending no more than 12.00 feet between Baseline of Survey Stations 104+91.46 and 105+01.46, as shown on the Florida Department of Transportation License Agreement Plan Sheet for Financial Project I.D. 441775-1-52-01 ("License Area").

This License is intended solely for the purpose of Licensee removing the existing communications cabinet within the License Area and its associated appurtenances, together with incidental purposes related thereto and sloping, grading, tying in, harmonizing and reconnecting existing features outside the License Area to the License Area. The term of this License shall be the date first above written and continuing until completion of the transportation project, but not later than the last day of January 1, 2024.

By accepting this License, the Licensee agrees at its sole cost and expense: (a) provide reasonable notice to the Licensor (via email to Paul Nicholas at pnicholas@lakeworthbeachfl.gov) prior to any work being undertaken in the License Area unless such work is of an emergency nature (then notice will be provided as the emergency allows for); (b) to maintain the License Area in a safe condition during the term of this License and perform all work undertaken in the License Area in a good and workmanlike manner and to promptly complete all work within the License Area; (c) to restore the License Area (or any portions

thereof) or any adjacent areas disturbed or damaged by work undertaken by the Licensee to the condition that existed prior to the commencement of such work (excluding the removal of the existing communications cabinet); and, (d) to use licensed and insured contractors for all work undertaken by the or at the direction of the Licensee within the License Area.

The making, execution and delivery of this License by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This License embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the said Licensor has signed and sealed these presents the day and year first above written.

ATTEST:

**CITY OF LAKE WORTH BEACH, a
Florida municipal corporation**

By: _____
Deborah M. Andrea, City Clerk

By:

Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney