

This instrument prepared by: Recorded: 11/07/03 15:45

Janet LiCausi

under the direction of

Daniel S. McIntyre, County Attorney

2300 Virginia Avenue

Fort Pierce, FL 34982

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered this 28 day of October, 2003, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida, (the "County") and ROBERT GRANT of 505 SE Sandia Drive, Port St. Lucie, FL 34983, (the "Owner").

WHEREAS, the Owner owns the property described as follows:

River Park Unit 5 Block 48, Lot 27 (OR 864-2408)

Parcel I.D. 3419-540-0200-000/6

WHEREAS, the County is the owner of the property described as:

A 10 foot drainage easement, lying North of Lot 27, Block 48, Unit 5, River Park in Section 28, Township 36 South, Range 40 East, St. Lucie County, Florida.

WHEREAS, the Owner has requested an "after the fact" Revocable License Agreement for an existing shed which is approximately 1.5 feet in the County's 10 foot drainage easement.

WHEREAS, the County is willing to permit the Owner to use the 1.5 feet in the County's 10 foot drainage easement for the existing shed subject to the terms and conditions set forth in this Revocable License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The County agrees to grant the Owner a Revocable License Agreement for the shed to be 1.5 feet in the County's 10 foot drainage easement. This Revocable License shall extend only

to the above-referenced shed and shall not extend to the construction and/or installation of any additional structures or utilities

2. The sole purpose of this Revocable License Agreement is to grant the Owner permission to keep and maintain the property around the shed, in the County's 10 foot drainage easement.

3. Pursuant to the terms and conditions contained in this Agreement, the County authorizes the Owner to keep and maintain the shed in the County's 10 foot drainage easement.

4. The Owner shall install the shed in accordance with Standard Specifications for Public Works Construction in St. Lucie County, Florida and FDOT Standards.

5. This Revocable License Agreement shall be binding on future successors and assignees of the Owner, provided that Owner gives adequate notice to the County pursuant to Paragraph Twelve (12) of this Agreement.

6. The County shall have the right, at the sole discretion of the County Engineer or Road and Bridge Manager, to terminate this Agreement with or without cause and require removal of the encroachment at the Owner's sole expense upon ninety (90) days written notice to the Owner. The County Engineer or Road and Bridge Manager may, in lieu of termination, request that the Owner perform certain alterations to the shed at the Owner's sole expense. However, if such alteration is not performed to the satisfaction of the County Engineer or Road and Bridge Manager, the County shall be entitled to exercise its right to terminate this Agreement.

7. Upon the abandonment of the shed, the expiration of this Revocable License Agreement, or the revocation of this Revocable License Agreement, whichever occurs first, the Owner shall be responsible for the removal of the shed.

8. The term of this Revocable License Agreement shall begin on the date first above written and shall remain in affect unless otherwise revoked or abandoned as provided herein.

9. Owner agrees to relocate the referenced improvements, at any time and at no cost to the County, if necessary for the maintenance or improvements of 10 foot drainage easement by the County.

10. The shed shall be constructed in accordance with all applicable building codes and permitting regulations of the County and shall be maintained solely at the expense of the Owner. Any maintenance or relocation activity will be subject to the written approval of the County Engineer.

11. The Owner agrees to allow County employees access to the location of the shed for County purposes as determined by the County Engineer.

12. All notices, request 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 County:

County Engineer
Engineering Division
2300 Virginia Avenue, 2nd Floor
Fort Pierce, FL 34982

With Copies to:

County Attorney
2300 Virginia Avenue, 3rd Floor
Fort Pierce, FL 34982

As to Owner

Mr. Robert D. Grant
505 SE Sandia Drive
Port St. Lucie, FL 34983

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.

13. As consideration for the County granting this Revocable License Agreement the Owner agrees to indemnify and hold the County 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 arising or in any way connected with the use, occupation, management, or control of the above property by County 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 Licensee's use of the property.

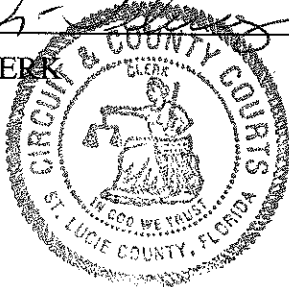
14. The Owner shall promptly record this Revocable License Agreement in the Official Records of St. Lucie County, Florida. The Owner shall pay any document excise taxes and the cost of recording this Revocable License Agreement.

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

ATTEST:

[Handwritten Signature]

DEPUTY CLERK



ST. LUCIE COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____

CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

[Handwritten Signature]
COUNTY ATTORNEY

WITNESS:

[Handwritten Signature]

David T. Hilarides
Witness (print name)

[Handwritten Signature]

DIANNE BISSONNE
Witness (print name)

[Handwritten Signature]
Robert D. Grant

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 13 day of OCTOBER, 2003, by Robert D. Grant who produced DRIVERS LICENSE (type of identification) and who did take an oath.

WITNESS my hand and official seal, this 13th day of October, A.D., 2003.



Patricia A. Froelicher
Signature of Notary Public

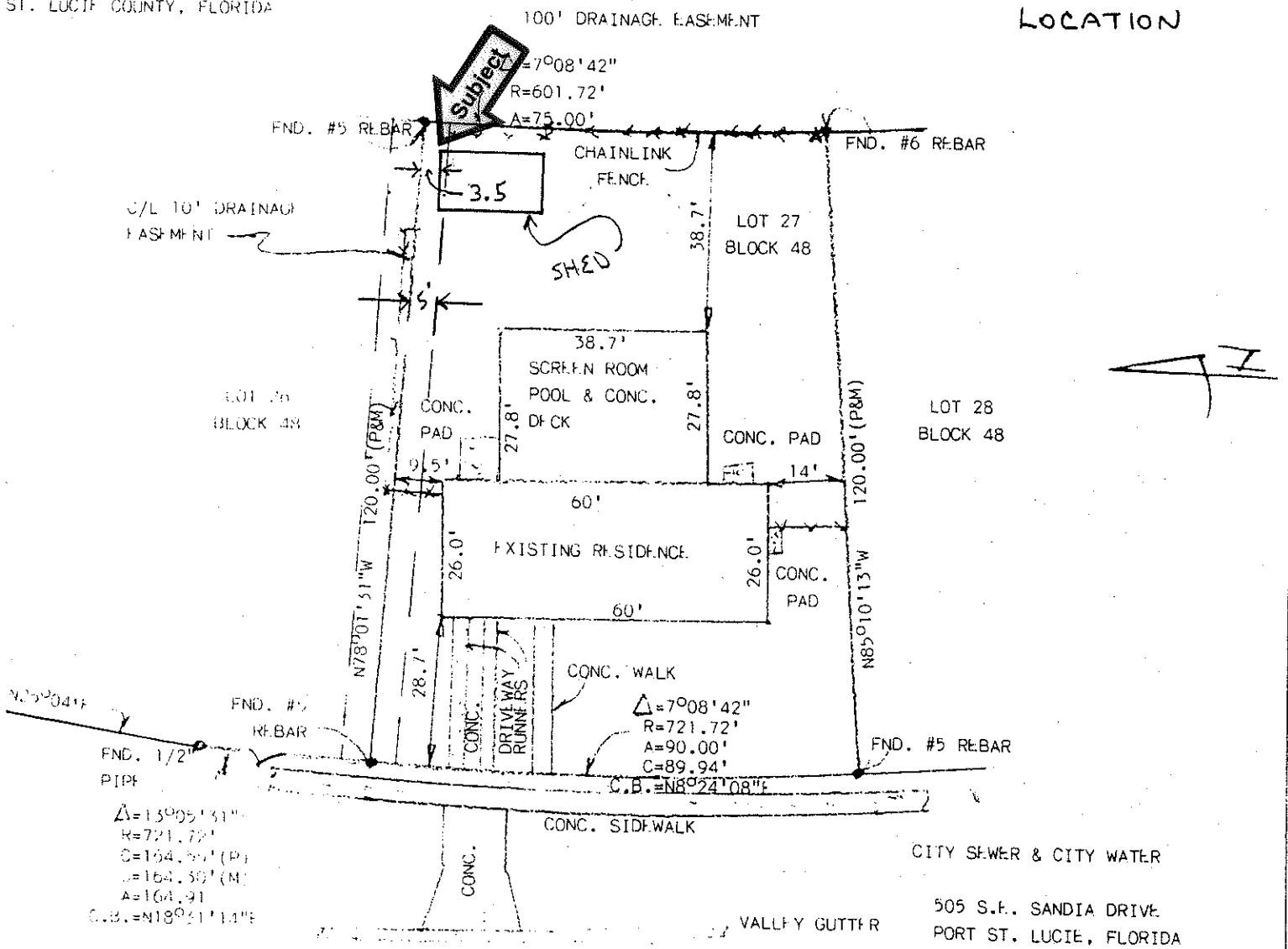
Patricia A. Froelicher
Name of Notary Public Typed,
Printed or Stamped

LEGAL DESCRIPTION
 LOT 27, BLOCK 48
 RIVER PARK UNIT FIVE
 PLAT BOOK 11, PAGE 31
 ST. LUCIE COUNTY, FLORIDA

OR BOOK 1839 PAGE 3000

SHEET 1 OF 1

= ENCROACHMENT LOCATION



SANDIA DRIVE
 asphalt pavement
 80' PUBLIC R/W-OPEN

THIS CERTIFICATION IS TO AND ONLY TO THE FOLLOWING PARTIES: TREASURE COAST MORTGAGE CORP., FIRST AMERICAN TITLE CO. & ROBERT GRANT.

SETBACKS, LOCATIONS & CITY SEWER & WATER AVAILABILITIES TO BE VERIFIED BY CONTRACTOR

PLAN & TOPG SURVEY BOUNDARY SURVEY FORM BOARD SURVEY AS-BUILT SURVEY ELEV. ARE ASSUMED ELEV. ARE N.G.V.D., 1929 DATA

LEGEND: D = DEED C = CALCULATED X = EXISTING GRADE PRO = PRORATION DISTANCE M = MEASURED DISTANCE P = PLAT DISTANCE
 P.C.P. = PERMANENT CONTROL POINT P.R.M. = PERMANENT REFERENCE MONUMENT ELEV. = ELEVATIONS R/R = RAILROAD CONC. = CONCRETE
 MON = MONUMENT C.L. = CENTERLINE FND. = FOUND BLVD = BOULEVARD ST = STREET AVE. = AVENUE DR. = DRIVE RD. = ROAD
 LA = LANE CIR. = CIRCLE N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM SQ. = SQUARE FT. = FEET F.F. = FINISHED FLOOR # = NUMBER
 N = NORTH S = SOUTH E = EAST W = WEST ° = DEGREES ' = MINUTES OR FEET " = SECONDS OR INCHES RW = RIGHT OF WAY
 RAD. = RADIAL ASP. = ASPHALT P.C. = POINT OF CURVE P.R.C. = POINT OF REVERSE CURVE P.T. = POINT OF TANGENT P.P. = POWER POLE
 N&D = NAIL & DISK C.M.P. = CORRUGATED METAL PIPE PG = PAGE DB = DEED BOOK PB = PLAT BOOK BLK = BLOCK CH = CHORD
 CB = CHORD BEARING

BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N78°01'31"W FOR THE NORTH P/L OF LOT 27, BLK. 48 SAID BEARING IS IDENTICAL WITH THE PLAT OF RECORD.

THE SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY

NOTES: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

TREASURE COAST MORTGAGE CORP.

I HEREBY CERTIFY THAT THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 120.02

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE