

This instrument prepared by:
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 _____ day of _____ 2017, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida, (the "County") and ANDREW and LISA SLESZNSKI, whose address is 3717 South Indian River Drive, Fort Pierce, FL 34982 ("Owners").

WHEREAS, the Owners own the property described as follows:

LOCATION: 3717 SOUTH INDIAN RIVER DRIVE

TAX I.D. 2426-431-0003-000/9

WHEREAS, the Owners request to install two 2-inch sleeves for electrical and water lines under South Indian River Drive at a depth of 36 inches. The PVC pipes are the entire width of South Indian River Drive right-of-way.

WHEREAS, the County is willing to permit the Owners to use South Indian River Drive right-of-way to install the pipes and maintain the utility crossing 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 Owners a Revocable License Agreement for the installation of 2- 2 inch PVC pipes under the South Indian River Drive right-of-way as indicated in the attached sketch and incorporated herein as Exhibit "A". The utility crossing will be the entire width of South Indian River Drive right-of-way. This Revocable License Agreement shall extend only to the above-referenced electrical and water crossing 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 allow the Owners a means of providing electric and water between their property on the West side of South Indian River Drive and on the East side of South Indian River Drive to their dock.

3. Pursuant to the terms and conditions contained in this Agreement, the County authorizes the Owners to keep and maintain the PVC conduit pipes, which contains electrical and water service under South Indian River Drive. Any washouts or damage on the either side of the road caused by this installation will be the responsibility of the applicant to repair.

4. The Owners are required to have a licensed driller install the utility crossing in accordance with Standard Specifications for Public Works Construction in St. Lucie County, Florida, and FDOT Standards, together with a Maintenance of Traffic Plan for approval prior to construction and provide notice to the County Engineer with a schedule for construction.

5. This Revocable License Agreement shall be binding on future successors and assignees of the Owners provided that Owners 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, to terminate this Agreement with or without cause and require removal of the encroachment at the Owners' sole expense upon ninety (90) days written notice to the Owners. The County Engineer may, in lieu of termination, request that the Owners perform certain alterations to the utility service at the Owners' sole expense. However, if such alteration is not performed to the satisfaction of the County Engineer, the County shall be entitled to exercise its right to terminate this Agreement.

7. Upon the abandonment of the installation of the utility improvement, the expiration of this Revocable License Agreement, or the revocation of this Revocable License Agreement, whichever occurs first, the Owners shall be responsible for the removal or plugging of the abandoned utility as directed by the County Engineer, consistent with the specifications of the County in force at such time.

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

9. The Owners agree to relocate the referenced improvement, at any time and at no cost to the County, if necessary for the maintenance or improvements of South Indian River Drive by the County.

10. The electrical service, PVC conduit pipe, 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 Owners. Any maintenance activity will be subject to the written approval of the County Engineer.

11. The Owners agrees to allow County employees access to the location of the utility service crossing 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:

Andrew Slesznski
Lisa Slesznski
3717 S. Indian River Drive
Fort Pierce, FL 34982

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. The Owners shall 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 attorney's 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 Owners' use of the property.

14. The Owners shall promptly pay to record this Revocable License Agreement in the Official Records of St. Lucie County, Florida. The Owners 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:

ST. LUCIE COUNTY
BOARD OF COUNTY COMMISSIONERS

DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:

COUNTY ATTORNEY

WITNESS:

Witness for both

ANDREW SLESZYNSKI

Witness for both

LISA SLESZYNSKI

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by ANDREW and LISA SLESZYNSKI who produced _____ (type of identification) personally known to me and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, A.D., 2017.

Notary Public Stamp

Signature of Notary Public