

Agenda Item #: 3-C-10

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 21, 2009

☒ Consent  
☐ Workshop

☐ Regular  
☐ Public Hearing

Department:

Submitted By: Engineering and Public Works  
Submitted For: Land Development Division

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends a motion to approve:**

- A) A License Agreement with J.P.B. Lemontree, L.L.C., to allow use of road right-of-way being conveyed for Military Trail for parking, landscaping and signage; and
- B) A License Agreement with J.P.B. Lemontree, L.L.C., to allow use of road right-of-way being conveyed for Summit Boulevard for parking, landscaping and signage.

**SUMMARY:** Additional right-of-way for Military Trail and Summit Boulevard is being conveyed to Palm Beach County (County) as a result of the zoning approval for the expansion of the Peachtree Shopping Center (Center) to allow for the Summit Animal Hospital. Approval of these license agreements will allow the owner of the Peachtree Shopping Center to utilize right-of-way being conveyed to the County until the conveyed right-of-way is actually needed for road improvements. The Center has had parking on this property for years and staff believes that it is only appropriate for the land to continue to be used as parking until construction of a right turn lane is necessary. There is no fiscal impact as a result of this approval.

District 2 (MRE)

**Background and Justification:).** Parking, landscaping and signage is presently located within the areas being conveyed to the County. Normally all encroachments would be required to be removed before conveyance. The property owner has requested approval for certain parking, landscaping and signage to be allowed to remain in the land area being conveyed to the County until this area is needed for road improvements. These license agreements allow for the continued use of the right-of-way being conveyed, in accordance with the approved site plan, until such time that this right-of-way is needed for road improvements. The license agreements require the property owner to remove the encroachments within a 90 day notice from the County.

**Attachments:**

- 1. Location Sketch
- 2. License Agreement – Military Trail
- 3. License Agreement – Summit Boulevard

Recommended by: \_\_\_\_\_

Division Director

Date

Approved by: \_\_\_\_\_

County Engineer

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>  X  </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Agency \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ No additional fiscal impact as a result of this item.

C. Departmental Fiscal Review:   apwillhite  

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

  [Signature]   7/8/09  
 na 7-6-09 OFMB   [Signature]   7/1/09

  Dr. J. Jacob   7/10/09  
 Contract Dev. and Control  
 6/26/09 7/10/09

### B. Legal Sufficiency:

  Monroe Platt   7/13/09  
 Assistant County Attorney

These Agreements comply  
 with our review  
 requirements.

### C. Other Department Review:

\_\_\_\_\_  
 Division Director

This summary is not to be used as a basis for payment.



## License

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1. This License is granted for the purpose of allowing the Owner to continue the use of area, which is being conveyed to the County as road right-of-way, for parking, landscape buffer and signage, until the County needs the area for construction of or widening of Military Trail.
2. Within ninety (90) days receipt of notice from the County of the need to utilize the road right-of-way, the Owner shall vacate the road right-of-way and remove all parking, signage and landscaping.
3. The Owner recognizes that the relocation of any signage and/or landscaping may require additional permits from the Palm Beach County Building Division.
4. The Owner acknowledges that all parking spaces within this road right-of-way will be lost as shown on the site plan approved by Palm Beach County on the plan entitled Summit Boulevard Animal Hospital, Final Site Plan Ultimate Right-of-Way, Drawing AO.02, prepared by Warren Freedenfield & Associates, dated December 20, 2006.
5. The Owner acknowledges that the required landscaping as shown in above mentioned Drawing No AO.02 will be required to be installed at the time the use of the right-of-way for Military Trail is required by the County and the notice to vacate is received from the County.
6. At all times during its use of the property covered by this License, the Owner agrees to comply with all laws and ordinances, orders, rules, regulations and requirements of all governmental authorities which may be applicable to the property.

7. The County acknowledges that parking spaces located within the road right of way will be lost and as a result the County's minimum parking requirements will not be met. The County also acknowledges as a result of the right of way conveyance that certain minimum building setback requirements will no longer be met. A site plan showing the revised parking layout and the building location in respect to the revised property lines has been approved by the County as referred to in above Paragraph # 4. The County will not find J.P.B. Lemontree, L.L.C., its successors and/or assigns in violation of any site development regulations as they relate to parking or setback requirements, as now adopted or hereinafter amended as long as the development on the site is in conformance with the above referenced approved site plan, as now adopted or as may be subsequently amended as approved by the County.
8. The Owner expressly understands and agrees that the rights and privileges herein set out in this License are granted only to the extent of the County's rights, title and interest in the Right-of-Way and used by the Owner. **THE OWNER SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, LOSSES OR CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PERFORMANCE OF THIS LICENSE. THE OWNER WILL AT ALL TIMES ASSUME ALL RISKS AND FURTHER WILL PROTECT, DEFEND, REIMBURSE, INDEMNIFY AND SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, EXPENSE, LOSS, COSTS, FINE, AND DAMAGE (INCLUDING ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER BY REASON OF THE EXERCISE OR ATTEMPTED EXERCISE BY THE OWNER OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. FURTHER, THE OWNER AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE ARISING OUT OF THIS LICENSE.** Said indemnification shall include all contractors, sub-contractors, or anyone acting for, on behalf of, or at the request of the Owner. The Owner recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by the County in support of this indemnification in accordance with the laws of Florida.
9. Owner shall obtain and maintain during the term of this License Commercial General Liability insurance, or similar form acceptable to the County, with minimum limits of \$1,000,000 each occurrence, Bodily Injury and Property Damage. Licensee shall provide evidence of such insurance which shall take the form of a standard Certificate of Insurance, in an insurance carrier acceptable to the County, which must include Palm Beach County, a political subdivision of the State of Florida, as an Additional Insured and contain not less than 30 days notice of cancellation, nonrenewal or material adverse change of coverage. This Certificate must be renewed annually or until such time as the License is no longer in force. It shall be the responsibility of the Owner to ensure that any contractors or subcontractors similarly comply with this insurance requirement and that they are properly insured for Workers Compensation in accordance with

Florida Statutes. Failure to comply with this Section shall constitute material breach of this License.

10. Except as otherwise provided herein any notice under this License shall be in writing and sent by U.S. Mail as follows:

TO THE COUNTY: George Webb, P.E., County Engineer  
PBC Engineering & Public Works  
301 N. Olive Ave.  
West Palm Beach FL 33401

TO THE OWNER: J.P.B. Lemontree LLC  
1000-B S. Military Trail  
West Palm Beach FL 33415

11. This License contains the entire agreement of the parties and may only be modified by a written amendment signed by both parties.
12. This License shall be governed by Florida Law. Any legal action arising out of this License shall be brought in a court of competent jurisdiction in Palm Beach County, Florida. This license shall be recorded in the Public Records and shall be binding on Owner's successors and assigns.
13. (a) Upon the Owner's breach which is uncured after thirty (30) days' written notice, the County may revoke this License upon thirty (30) days' written notice to the Owner.  
(b) By written notice from the County Engineer, the County may revoke this License upon six (6) months' notice to the Owner without cause.  
(c) The Association agrees to vacate the Right-of-Way promptly in accordance with the applicable notice provision provided.
14. In the event of an emergency as determined in the sole discretion of the County Engineer involving the health, safety and welfare of the County, this License may be terminated or suspended immediately. The County Engineer or his deputy shall notify the Owner in a manner and time appropriate to the circumstances of the emergency, if possible. The Owner agrees to vacate or cooperate in vacating the Right-of-Way consistent with such notice. If the County Engineer notifies the Owner that the emergency requiring a suspension of this License has ended, this License will continue according to its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized.

WITNESSES:

J.P.B. Lemontree, L.L.C.

\_\_\_\_\_  
(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

\_\_\_\_\_  
(2) Witness Signature

1000-B South Military Trail  
West Palm Beach FL 33415  
Post Office Address

\_\_\_\_\_  
Printed Name of Witness

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
P.O. Box 21229  
West Palm Beach, FL 33416

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, Chair or Vice -Chair, Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Typed name of Acknowledger  
Deputy Clerk

F:\LAND\_DEV\Secy\Dr Arun\License Agreement - Military Trail - 05-29-09.doc

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\_\_\_\_\_  
(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

\_\_\_\_\_  
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1000-B South Military Trail  
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Post Office Address

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Printed Name of Witness

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SHARON R. BOCK, Clerk & Comptroller

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Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
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West Palm Beach, FL 33416

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COUNTY OF PALM BEACH

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Deputy Clerk

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**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized.

WITNESSES:

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(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

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SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
P.O. Box 21229  
West Palm Beach, FL 33416

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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\_\_\_\_\_  
Typed name of Acknowledger  
Deputy Clerk

F:\LAND\_DEV\Sr Secy\Dr Arun\License Agreement - Military Trail - 05-29-09.doc

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6. At all times during its use of the property covered by this License, the Owner agrees to comply with all laws and ordinances, orders, rules, regulations and requirements of all governmental authorities which may be applicable to the property.



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8. The Owner expressly understands and agrees that the rights and privileges herein set out in this License are granted only to the extent of the County's rights, title and interest in the Right-of-Way and used by the Owner. **THE OWNER SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, LOSSES OR CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PERFORMANCE OF THIS LICENSE. THE OWNER WILL AT ALL TIMES ASSUME ALL RISKS AND FURTHER WILL PROTECT, DEFEND, REIMBURSE, INDEMNIFY AND SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, EXPENSE, LOSS, COSTS, FINE, AND DAMAGE (INCLUDING ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER BY REASON OF THE EXERCISE OR ATTEMPTED EXERCISE BY THE OWNER OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. FURTHER, THE OWNER AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE ARISING OUT OF THIS LICENSE.** Said indemnification shall include all contractors, sub-contractors, or anyone acting for, on behalf of, or at the request of the Owner. The Owner recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by the County in support of this indemnification in accordance with the laws of Florida.
9. Owner shall obtain and maintain during the term of this License Commercial General Liability insurance, or similar form acceptable to the County, with minimum limits of \$1,000,000 each occurrence, Bodily Injury and Property Damage. Licensee shall provide evidence of such insurance which shall take the form of a standard Certificate of Insurance, in an insurance carrier acceptable to the County, which must include Palm Beach County, a political subdivision of the State of Florida, as an Additional Insured and contain not less than 30 days notice of cancellation, nonrenewal or material adverse change of coverage. This Certificate must be renewed annually or until such time as the License is no longer in force. It shall be the responsibility of the Owner to ensure that any contractors or subcontractors similarly comply with this insurance requirement and that they are properly insured for Workers Compensation in accordance with

Florida Statutes. Failure to comply with this Section shall constitute material breach of this License.

10. Except as otherwise provided herein any notice under this License shall be in writing and sent by U.S. Mail as follows:

TO THE COUNTY: George Webb, P.E., County Engineer  
PBC Engineering & Public Works  
301 N. Olive Ave.  
West Palm Beach FL 33401

TO THE OWNER: J.P.B. Lemontree L.L.C.  
1000-B S. Military Trail  
West Palm Beach FL 33415

11. This License contains the entire agreement of the parties and may only be modified by a written amendment signed by both parties.
12. This License shall be governed by Florida Law. Any legal action arising out of this License shall be brought in a court of competent jurisdiction in Palm Beach County, Florida. This license shall be recorded in the Public Records and shall be binding on Owner's successors and assigns.
13. (a) Upon the Owner's breach which is uncured after thirty (30) days' written notice, the County may revoke this License upon thirty (30) days' written notice to the Owner.  
(b) By written notice from the County Engineer, the County may revoke this License upon six (6) months' notice to the Owner without cause.  
(c) The Association agrees to vacate the Right-of-Way promptly in accordance with the applicable notice provision provided.
14. In the event of an emergency as determined in the sole discretion of the County Engineer involving the health, safety and welfare of the County, this License may be terminated or suspended immediately. The County Engineer or his deputy shall notify the Owner in a manner and time appropriate to the circumstances of the emergency, if possible. The Owner agrees to vacate or cooperate in vacating the Right-of-Way consistent with such notice. If the County Engineer notifies the Owner that the emergency requiring a suspension of this License has ended, this License will continue according to its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized.

WITNESSES:

J.P.B. Lemontree, L.L.C.

\_\_\_\_\_  
(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

\_\_\_\_\_  
(2) Witness Signature

1000-B South Military Trail  
West Palm Beach FL 33415  
Post Office Address

\_\_\_\_\_  
Printed Name of Witness

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
P.O. Box 21229  
West Palm Beach, FL 33416

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, Chair or Vice -Chair, Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Typed name of Acknowledger  
Deputy Clerk

## License

This will serve as a license and authorization (hereinafter the "License") by Palm Beach County (hereinafter the "County") for J.P.B. Lemontree L.L.C. (hereinafter "Owner") to occupy and utilize a portion of road right-of-way to be conveyed to the County for Summit Boulevard. The right-of-way is shown on Exhibit "A" attached hereto and made a part of. The owner shall be allowed to maintain landscape area, parking and one freestanding sign within this area subject to and conditioned upon the following.

1. This License is granted for the purpose of allowing the Owner to continue the use of area, which is being conveyed to the County as road right-of-way, for parking, landscape buffer and signage, until the County needs the area for construction of or widening of Summit Boulevard.
2. Within ninety (90) days receipt of notice from the County of the need to utilize the road right-of-way, the Owner shall vacate the road right-of-way and remove all parking, signage and landscaping.
3. The Owner recognizes that the relocation of any signage and/or landscaping may require additional permits from the Palm Beach County Building Division.
4. The Owner acknowledges that all parking spaces within this road right-of-way will be lost as shown on the site plan approved by Palm Beach County on the plan entitled Summit Boulevard Animal Hospital, Final Site Plan Ultimate Right-of-Way, Drawing AO.02, prepared by Warren Freeddenfield & Associates, dated December 20, 2006.
5. The Owner acknowledges that the required landscaping as shown in above mentioned Drawing No AO.02 will be required to be installed at the time the use of the right-of-way for Summit Boulevard is required by the County and the notice to vacate is received from the County.
6. At all times during its use of the property covered by this License, the Owner agrees to comply with all laws and ordinances, orders, rules, regulations and requirements of all governmental authorities which may be applicable to the property.

7. The County acknowledges that parking spaces located within the road right of way will be lost and as a result the County's minimum parking requirements will not be met. The County also acknowledges as a result of the right of way conveyance that certain minimum building setback requirements will no longer be met. A site plan showing the revised parking layout and the building location in respect to the revised property lines has been approved by the County as referred to in above Paragraph # 4. The County will not find J.P.B. Lemontree, L.L.C., its successors and/or assigns in violation of any site development regulations as they relate to parking or setback requirements, as now adopted or hereinafter amended as long as the development on the site is in conformance with the above referenced approved site plan, as now adopted or as may be subsequently amended as approved by the County.
8. The Owner expressly understands and agrees that the rights and privileges herein set out in this License are granted only to the extent of the County's rights, title and interest in the Right-of-Way and used by the Owner. **THE OWNER SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, LOSSES OR CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PERFORMANCE OF THIS LICENSE. THE OWNER WILL AT ALL TIMES ASSUME ALL RISKS AND FURTHER WILL PROTECT, DEFEND, REIMBURSE, INDEMNIFY AND SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, EXPENSE, LOSS, COSTS, FINE, AND DAMAGE (INCLUDING ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER BY REASON OF THE EXERCISE OR ATTEMPTED EXERCISE BY THE OWNER OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. FURTHER, THE OWNER AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE ARISING OUT OF THIS LICENSE.** Said indemnification shall include all contractors, sub-contractors, or anyone acting for, on behalf of, or at the request of the Owner. The Owner recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by the County in support of this indemnification in accordance with the laws of Florida.
9. Owner shall obtain and maintain during the term of this License Commercial General Liability insurance, or similar form acceptable to the County, with minimum limits of \$1,000,000 each occurrence, Bodily Injury and Property Damage. Licensee shall provide evidence of such insurance which shall take the form of a standard Certificate of Insurance, in an insurance carrier acceptable to the County, which must include Palm Beach County, a political subdivision of the State of Florida, as an Additional Insured and contain not less than 30 days notice of cancellation, nonrenewal or material adverse change of coverage. This Certificate must be renewed annually or until such time as the License is no longer in force. It shall be the responsibility of the Owner to ensure that any contractors or subcontractors similarly comply with this insurance requirement and that they are properly insured for Workers Compensation in accordance with

Florida Statutes. Failure to comply with this Section shall constitute material breach of this License.

10. Except as otherwise provided herein any notice under this License shall be in writing and sent by U.S. Mail as follows:

TO THE COUNTY: George Webb, P.E., County Engineer  
PBC Engineering & Public Works  
301 N. Olive Ave.  
West Palm Beach FL 33401

TO THE OWNER: J.P.B. Lemontree L.L.C.  
1000-B S. Military Trail  
West Palm Beach FL 33415

11. This License contains the entire agreement of the parties and may only be modified by a written amendment signed by both parties.
12. This License shall be governed by Florida Law. Any legal action arising out of this License shall be brought in a court of competent jurisdiction in Palm Beach County, Florida. This license shall be recorded in the Public Records and shall be binding on Owner's successors and assigns.
13. (a) Upon the Owner's breach which is uncured after thirty (30) days' written notice, the County may revoke this License upon thirty (30) days' written notice to the Owner.  
(b) By written notice from the County Engineer, the County may revoke this License upon six (6) months' notice to the Owner without cause.  
(c) The Association agrees to vacate the Right-of-Way promptly in accordance with the applicable notice provision provided.
14. In the event of an emergency as determined in the sole discretion of the County Engineer involving the health, safety and welfare of the County, this License may be terminated or suspended immediately. The County Engineer or his deputy shall notify the Owner in a manner and time appropriate to the circumstances of the emergency, if possible. The Owner agrees to vacate or cooperate in vacating the Right-of-Way consistent with such notice. If the County Engineer notifies the Owner that the emergency requiring a suspension of this License has ended, this License will continue according to its terms.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized.

WITNESSES:

J.P.B. Lemontree, L.L.C.

\_\_\_\_\_  
(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

\_\_\_\_\_  
(2) Witness Signature

1000-B South Military Trail  
West Palm Beach FL 33415  
Post Office Address

\_\_\_\_\_  
Printed Name of Witness

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
P.O. Box 21229  
West Palm Beach, FL 33416

BY: \_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, Chair or Vice -Chair, Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Typed name of Acknowledger  
Deputy Clerk

## License

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1000-B S. Military Trail  
West Palm Beach FL 33415

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**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized.

WITNESSES:

J.P.B. Lemontree, L.L.C.

\_\_\_\_\_  
(1) Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Iyampillai Arun, Manager  
Printed Name and Title

\_\_\_\_\_  
(2) Witness Signature

1000-B South Military Trail  
West Palm Beach FL 33415  
Post Office Address

\_\_\_\_\_  
Printed Name of Witness

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Clerk (or Deputy Clerk)

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

This instrument prepared by:  
Paul King, Assistant County Attorney  
Palm Beach County  
P.O. Box 21229  
West Palm Beach, FL 33416

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, Chair or Vice -Chair, Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Typed name of Acknowledger  
Deputy Clerk