



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0 * See below</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

\* No fiscal impact.

**C. Departmental Fiscal Review:** \_\_\_\_\_ *AW 10/14/11*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

\_\_\_\_\_  
 OFMB *10/19/11*  
*10/20/11*

\_\_\_\_\_  
 Contract Development and Control  
*10-21-11 B. Wheeler*

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney *10/24/11*

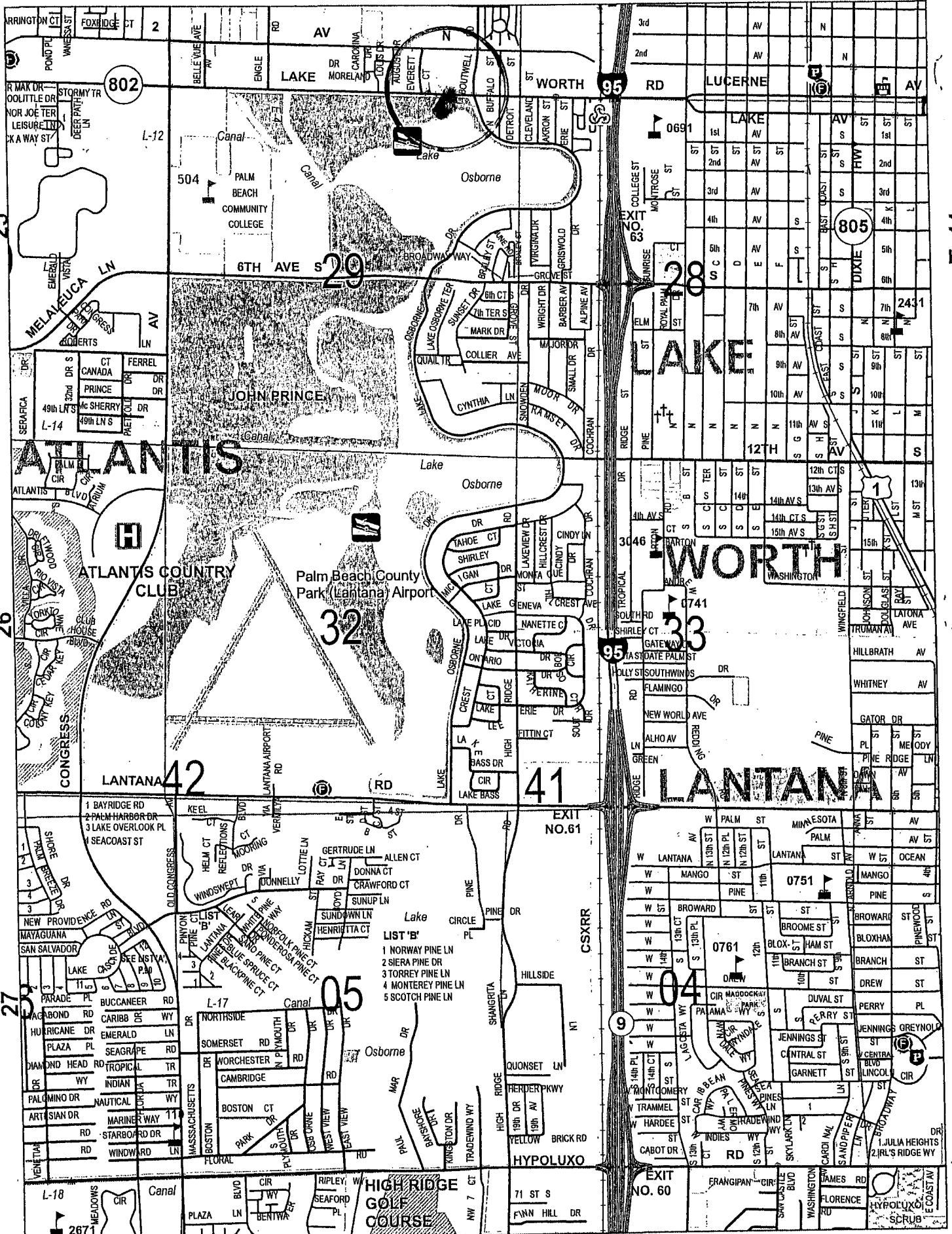
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

D

C



T 44

14

T 45

D

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LOCATION MAP



09-L.11-12/97

This instrument

reviewed by:

Laurice C. Mayes, Esq. \_\_\_\_\_

Legal Description prepared by:

Louis Cefolia, P.S.M. (04-05-11)

Initial Document form prepared by:

Grace K. Abel (04-05-11)

Department of Transportation

3400 W. Commercial Boulevard

Ft. Lauderdale, Florida 33309

Item/Segment No. 4229901

Section No. N/A

Managing District: 04

S.R. No. 802

County: Palm Beach

RETURN TO:

Margaret Jackson, Real Estate Specialist

PBC Property & Real Estate Management

2633 Vista Parkway

West Palm Beach, FL 33411-5605

PCN: 00-43-44-29-00-002-0010

#### LICENSE

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is: 301 North Olive Avenue, West Palm Beach, Florida 33401 herein called County, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called Department.

**WHEREAS**, County owns the real property legally described below as the "License Area", which property is adjacent to construction to be undertaken by Department on Lake Worth Road(the "Project"); and

**WHEREAS**, Department has requested a "license area" from County in order to harmonize the County-owned property adjoining the License Area with the Project; and

**NOW THEREFORE**, in consideration of the benefits accruing unto the licensor, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. County hereby grants to Department a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

A portion of the Northeast One-Quarter (NE 1/4) of Section 29, Township 44 South, Range 43 East, Palm Beach County, Florida; said portion being adjacent to and Southerly of the Southerly Existing Right of Way line of State Road 802 (Lake Worth Road), extending no more than 24.00 feet between Baseline of Survey Stations 431+20.00 and 431+60.00, as shown on the Florida Department of Transportation Roadway Plan Sheet for Financial Project Id No. 422990-1-52-01 (the "License Area"), which Roadway Plan Sheet is attached hereto and made a part hereof as Exhibit "A".

The "License Area" may be occupied and used by Department

solely for construction of a drainage structure along with sloping, grading, tying in, harmonizing and reconnecting existing features of the County's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of March 2015.

3. Prior to exercising the rights conferred hereunder, Department or any party acting as its agent, shall locate the utility facilities within the "License Area" and shall contact and coordinate with all utilities that have facilities within the "License Area". Department shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of Department's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the "License Area" to the condition it was in prior to such damage, using materials of like kind and quality.

4. Department acknowledges and agrees that the rights granted by this "License" are and shall be strictly limited to those specifically granted herein and that the Department may not utilize the "License Area" for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials. Department further agrees to exercise the rights granted hereunder in a manner which minimizes the impact upon County's use and enjoyment of the "License Area" and County's adjoining property.

5. Neither County's nor Department's interest in the "License Area" shall be subject to liens arising from Department's use of the "License Area", or exercise of the rights granted hereunder. Department shall promptly cause any lien imposed against the "License Area" to be discharged or transferred to bond.

6. County hereby retains all rights relating to the "License Area" not specifically conveyed by this License including the right to use the "License Area" and any improvements now existing or constructed hereinafter therein. County also retains the right to grant to third parties additional License(s) in the "License Area" or the right to use the improvements therein, so long as the grant of such additional rights will not interfere with the rights granted to Department hereunder.

7. The Department will require its contractors to be responsible for damage or injury caused by its activities on the premises.

8. Department shall require its contractors and subcontractors to maintain and keep in full force and effect the General Liability and Workers Compensation insurance required pursuant to the Department's Standard Specifications for Road and Bridge Construction.

This License contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day of and year first above written.

**ATTEST:**

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a  
political subdivision of the  
State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

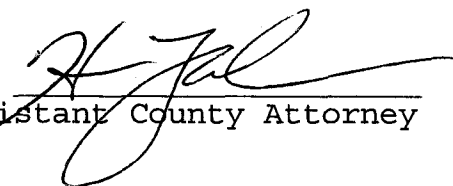
\_\_\_\_\_  
Print Witness Name

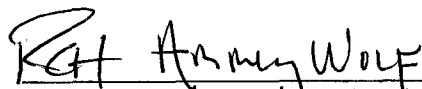
\_\_\_\_\_  
Witness Signature

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Print Witness Name

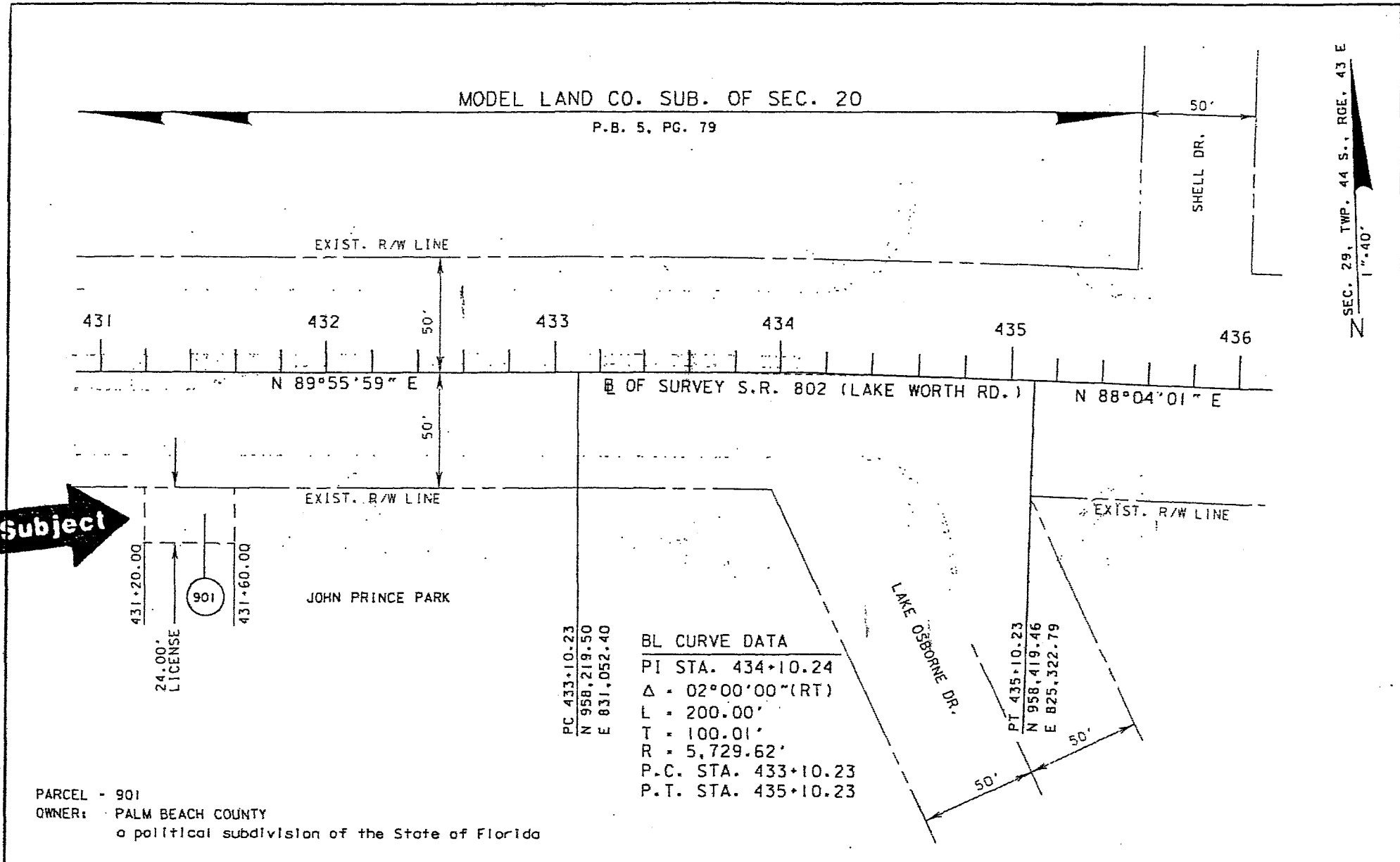
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Assistant County Attorney

By:   
Department Director

\\FDO-FS\common\PREM\Dev\Open Projects\PR-John Prince Park\FDOT -License Agreement\901-1.002.HF app.092111.doc



SEC. 29, TWP. 44 S., RGE. 43 E  
1"=40'

**Subject** →

Portion of the John Prince Park Property

PCN: 00 43 44 29 00 002 0010

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PARCEL - 901  
OWNER: PALM BEACH COUNTY  
a political subdivision of the State of Florida

SR 802 (LAKE WORTH RD.)

REVISIONS		STATE OF FLORIDA		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	
				2

<p>HDR DANIEL B. FRIED P.E. LICENSE NUMBER 57073 NOR ENGINEERING, INC. 3540 NEW BANK ROAD, SUITE 304 NOR Engineering, Inc. PALM BEACH, FLORIDA 33408 CERTIFICATE OF AUTHORIZATION #23</p>	DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID 802 PALM BEACH 422990-1-52-01		ROADWAY PLAN