

Form prepared by:

Pamela J. D'Agostino, Assistant County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205

Project Name: 44th Avenue East Extension Project

Project Number: 6045662

Parcel Identification Number: 1481600003

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made and entered into by **CATHERINE A. ROUTH**, individually and as the sole Trustee of the Revocable Living Trust Agreement of Catherine A. Routh, under agreement dated June 11, 1998 (**Licensor**), whose mailing address is 5607 43rd Avenue East, Bradenton, Florida 34208, and **MANATEE COUNTY**, a political subdivision of the State of Florida (**Licensee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205. Licensor and Licensee are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference and all improvements thereon (**Property**); and

WHEREAS, Licensor desires to grant to Licensee the right to enter onto the Property for the purposes of ingress, egress, harmonizing, reconnecting Licensor's existing driveway with the Project, relocating/constructing fencing and for all other construction purposes reasonably related to the Project across, in, on, over, through, under, and upon the land described on Exhibit A; and

WHEREAS, Licensee desires to possess the right to enter onto the Property for the purposes of ingress, egress, harmonizing, reconnecting Licensor's existing driveway with the Project, relocating/constructing fencing and for all other construction purposes reasonably related to the Project across, in, on, over, through, under, and upon the land described on Exhibit A.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged,

the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are correct and true and are incorporated herein by this reference.
2. **EFFECTIVE DATE**: For purposes of this Agreement, the Effective Date shall be the date upon which this Agreement is executed by Licensee.
3. **EXHIBITS**: The only exhibit attached, incorporated, and made a part of this Agreement is Exhibit A, a legal description and sketch of the Property. In the event of a conflict between the terms and conditions provided in the body of this Agreement and the exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.
4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors, and subcontractors the right to enter onto the Property for the purposes of ingress, egress, harmonizing, reconnecting Licensor's existing driveway with the Project, relocating/constructing fencing and for all other construction purposes reasonably related to the same, all at Licensee's sole cost and expense.
5. **TERM**: This license is granted for a period of three years commencing on the date of execution by the Licensee, unless automatically extended due to a Force Majeure Event (as defined below).
6. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto.
7. **ASSIGNABILITY**: The Parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other Party.
8. **AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement.
9. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.
10. **ENTIRE AGREEMENT**: This Agreement and the Exhibit attached hereto contain

the final and entire agreement between the Parties with respect to the license of the Property and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

11. FORCE MAJEURE: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents Licensee from harmonizing, reconnecting the driveway and relocating/constructing fencing before termination of this license, the term of the license shall automatically extend for an additional 45 days.

12. HEADINGS: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

13. NOTICE: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (**Notices**) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid, to the following addresses:

If to Licensor: Catherine A. Routh
5607 43rd Avenue East
Bradenton, Florida 34208

If to Licensee: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34208

and

Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five days after mailing, whichever occurs first.

14. CONDITION OF THE PROPERTY: Licensor covenants that the Property is free of tenants, occupants, and future tenancies. Licensor further covenants that all personal items, trash, and waste materials, including but not limited to all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products, and tires, have been removed from the Property.

15. REPRESENTATIONS AND WARRANTIES OF LICENSOR: Licensor hereby covenants, represents, and warrants that:

A. During the time of Licensor's ownership of the Property, Licensor warrants that, to the best of Licensor's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released, or stored on the Property.

B. Licensor has no knowledge of any aboveground, buried, or partially buried containers, drums, storage vessels, or tanks in, on, or under the Property.

C. Licensor has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation, or unstable soil conditions.

16. SEVERABILITY: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

17. WAIVER: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed, and delivered in the presence of two witnesses:

LICENSOR:

CATHERINE A. ROUTH, individually and as the sole Trustee of the Revocable Living Trust Agreement of Catherine A. Routh, under agreement dated June 11, 1998

By: Catherine A Routh
Signature

Date: 5/11/20

J. Law
First Witness Signature

Tim Cristello
First Witness Printed Name

[Signature]
Second Witness Signature

Charles Meeder
Second Witness Printed Name

LICENSEE:
**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
FOR LICENSE AGREEMENT

See Attached.

EXHIBIT A LEGAL DESCRIPTION AND SKETCH

DESCRIPTION (PARCEL 1481600003)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1594, PAGE 149 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE RUN NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, N 00° 30' 24" E, A DISTANCE OF 56.68 FEET TO THE NORTHERLY RIGHT-OF-WAY OF 44TH AVENUE EAST AS RECORDED IN MANATEE COUNTY OFFICIAL RECORDS BOOK 2750, PAGE 4257 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY OF 44TH AVENUE EAST, CONTINUE NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 N 00° 30' 24" E, A DISTANCE OF 84.43; THENCE N 88° 37' 53" E, A DISTANCE OF 39.18 FEET; THENCE S 01° 22' 07" E, A DISTANCE OF 10.00 FEET TO A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 44° 22' 16", A CHORD BEARING OF S 23° 33' 15" E AND A CHORD DISTANCE OF 11.33 FEET, THENCE ALONG ARC OF SAID CURVE A DISTANCE OF 11.62 FEET; THENCE S 45° 44' 23" E, A DISTANCE OF 26.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY 44th AVENUE PLAZA EAST, ALSO KNOWN AS BRADEN DRIVE, A 60 FOOT PUBLIC RIGHT-OF-WAY PER BRADEN RIVER RANCHETTES, A SUBDIVISION AS RECORDED IN PLAT BOOK 12, PAGE 82 OF SAID PUBLIC RECORDS; THENCE SOUTH ALONG SAID RIGHT OF WAY S 46° 35' 49" W, A DISTANCE OF 71.39 FEET TO A POINT THAT REPRESENTS THE EASTERLY PROJECTION OF SAID NORTHERLY RIGHT OF WAY OF 44TH AVENUE EAST, SAID POINT ALSO BEING ON A NON-TANGENTIAL CURVE TO THE LEFT (CONCAVE SOUTH); SAID CURVE HAVING A RADIUS OF 1867.00 FEET, A DELTA ANGLE OF 00° 22' 55", A CHORD BEARING OF N 76° 37' 31" W AND A CHORD DISTANCE OF 12.45 FEET, THENCE ALONG SAID CURVE AN ARC LENGTH OF 12.45 FEET, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND THE POINT OF BEGINNING.

PARCEL CONTAINS 3652 SQUARE FEET, MORE OR LESS.



This legal description and sketch prepared by:

MARK HOLT 

DATE: MAY 13, 2020

PROFESSIONAL SURVEYOR AND MAPPER

STATE OF FLORIDA

LICENSE NUMBER #6541

Note: Not Valid without the original signature and the raised seal of a Florida licensed surveyor and mapper.

		 MANATEE COUNTY PUBLIC WORKS		PREPARED BY:  MKIM & CREED 5701 Division Drive, Suite A, Fort Myers FL 33905 239-275-8875 LB 7917	
PARCEL SKETCH – THIS IS NOT A SURVEY					
		BY	DATE	44th Avenue East	Project Number: 6045662
		DRAWN	D.CROWELL	2/26/20	Parcel ID# 1481600003, 6610 44th Avenue
REVISION	BY	DATE	CHECKED	M.HOLT	2/27/20
				Plaza East, Bradenton, FL 34203	SHEET 1 OF 2

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST

PARCEL ID# 1481600003
(NOW OR FORMERLY)
DESCRIBED IN O.R.B. 1594, PAGE 149

EAST 1/2 OF LOTS 46 & 47
BRADEN OAKS
P.B. 19, PAGE 35
PARCEL ID# 1494212440
(NOW OR FORMERLY)

N 88° 37' 53" E(C) 39.18'(C)

S 1° 22' 07" E(C) 10.00'(C)

DELTA = 44°22'16" LT(C)
L = 11.62'(C)
R = 15.00'(C)
CB = S23°33'15"E(C)
CD = 11.33'(C)

EASTERLY PROJECTION
OF NORTHERLY R/W OF
44th AVENUE EAST

S 45° 44' 23" E(C) 26.94'(C)

DESCRIBED PARCEL
CONTAINS ±3652 SQUARE
FEET MORE OR LESS

N 00° 30' 24" E(C) 84.43'(C)

S 46° 35' 49" W(C) 71.39'(C)

NW R/W
44th AVENUE PLAZA EAST
(AS SHOWN KNOWN AS BRADEN DRIVE)
50' R/W PER BRADEN RIVER RANCHETTES,
P.B. 12, PAGE 82

EXHIBIT A1
NOT TO SCALE.

POINT OF BEGINNING
INTERSECTION OF NW R/W OF
44th AVENUE EAST & THE W
LINE OF THE SE 1/4 OF THE SW
1/4 OF SECTION 2, TOWNSHIP 35
SOUTH, RANGE 18 EAST

DELTA = 00°22'55" LT(C)
L = 12.45'(C)
R = 1867.00'(C)
CB = N76°37'31"W(C)
CD = 12.45'(C)

NORTHERLY R/W OF 44th AVENUE EAST
AS IT EXISTS TODAY
DESCRIBED IN O.R.B. 2750, PAGE 4257

N 00° 30' 24" E(C) 56.68'(C)

WEST LINE OF THE SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 2-T35S-R18E
(BASIS OF BEARING)

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE SOUTHEAST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 2,
TOWNSHIP 35 SOUTH, RANGE 18 EAST

SW 1/4 OF
SW 1/4 OF
SECTION 2

SE 1/4 OF
SW 1/4 OF
SECTION 2

NW 1/4 OF
NW 1/4 OF
SECTION 11

NE 1/4 OF
NW 1/4 OF
SECTION 11

ABBREVIATIONS:

- ± = MORE OR LESS
- (C) = CALCULATED
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- ID# = IDENTIFICATION NUMBER
- L = ARC DISTANCE
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- R = RADIUS
- RT = RIGHT
- R/W = RIGHT OF WAY

This legal description and sketch
is incomplete without the signed
and sealed legal description.



MANATEE COUNTY
PUBLIC WORKS

PREPARED BY:



MKIM & CREED
5701 Division Drive, Suite A, Fort Myers
FL 33905
239-275-8875 LB 7917

PARCEL SKETCH - THIS IS NOT A SURVEY

				BY	DATE	44th Avenue East	Project Number: 6045662
				DRAWN	D.CROWELL	2/26/20	Parcel ID# 1481600003, 6610 44th Avenue Plaza East, Bradenton, FL 34203
				CHECKED	M.HOLT	2/27/20	
REVISION	BY	DATE	CHECKED	M.HOLT	2/27/20	SHEET 2 OF 2	