

LICENSE AGREEMENT

THIS AGREEMENT, made the 15th day of October, 2021, by and between 10 CW PROPERTIES, L.P. a New Jersey limited partnership, herein called licensor, and the CITY OF PORT ST. LUCIE, its employees, agents, and contractors herein called licensee.

In consideration of the benefits accruing to the licensor, the parties agree as follows:

Licensor grants to licensee a license to occupy and use, subject to all of the terms and conditions below, the following described premises:

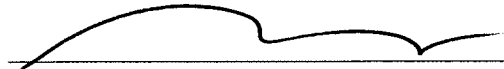
See Parcel 100 and Parcel 700 contained on **Exhibit "A"** attached hereto.

The premises may be occupied and used by licensee solely for construction of the access improvements ("Access Improvements") depicted on **Exhibit "B"**, and harmonizing and reconnecting existing features of the Licensor's property with the Access Improvements which are to be constructed together with incidental purposes related thereto during the period beginning Dec 6, 2021 and continuing until completion of the transportation project, but not later than the last day of June 6, 2022.

The Licensor has made, executed and delivered this license only for the purposes described above.

This agreement including the summary of understanding attached hereto, embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the licensor has executed this license agreement on the day and year first above written.



SIGNATURE OF LICENSOR

Mark Schaevitz - Authorized
PRINT NAME/TITLE Signatory

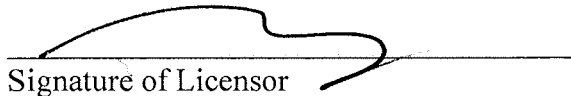
One Paragon Drive Suite 145

Montvale, NJ 07645
ADDRESS

Summary of Understanding

1. In its use of the Premises pursuant to the License granted hereunder, licensee shall at all times comply with all Federal, State or local statutes, ordinances, rules or regulations which may be applicable to the activities of licensee upon the Premises or otherwise.
2. Licensee will perform the construction activities described in the License Agreement in a good and workmanlike manner. Licensee will not park or store any vehicles, equipment or materials within the License Area or on Licensor's adjacent property.
3. Notwithstanding the time period within which the construction is to occur as provided in the License Agreement, the actual construction shall be limited to (20) twenty consecutive days unless otherwise agreed to in writing by the parties
4. Unless otherwise agreed in writing, immediately after Licensee completes any work in the License Area, Licensee will restore the License Area to the comparable condition as it was in before Licensee began the work and to a safe condition, and will remove all of its equipment, tools, trash and debris from the License Area. Notwithstanding, so long as the improvements and changes to the License Area are consistent with **Exhibit "B"** those improvements and changes to the License Area are not required to be restored to a comparable condition.
5. If any damage occurs to the Licensor's adjacent property or any improvements thereon arising out of, related to, or as a consequence of any of Licensee's work in the License Area, Licensor will promptly notify the Licensee in writing of the damage by sending an email to:_____. Licensee will coordinate with the Contractor to investigate and repair such damages. However, damages pursuant to this paragraph may not exceed an aggregate amount of \$50,000.00.
6. Following completion of the construction activities, Licensor shall be responsible for the maintenance of the improvements located in the Premises.
7. This License shall terminate upon the completion of the Access Improvements as evidenced by a Notice of Final Acceptance_ and the area depicted as Parcel 100 on Exhibit "A" being dedicated to the Licensee as a right-of way.

Signature of Licensor



Name/Title

Mark Schaevitz
Authorized Signatory

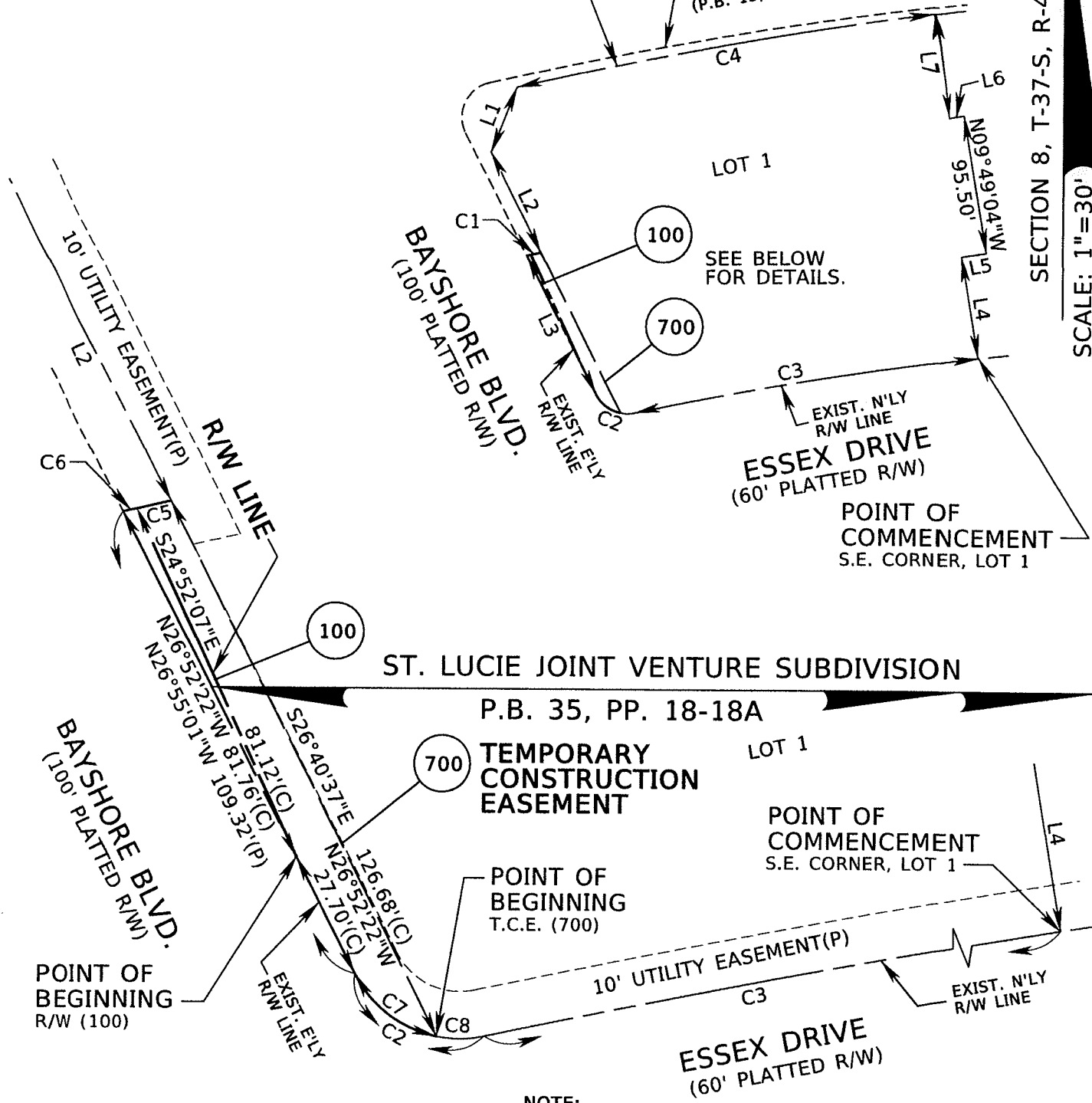
Signature of Licensee

Name/Title

EXHIBIT A
TO
LICENSE AGREEMENT

PORT ST. LUCIE BOULEVARD
 EXIST. R/W LINE (BY SPN 97940-2334)
 ORIGINAL PLATTED R/W LINE
 (P.B. 13, PG. 17)

SECTION 8, T-37-S, R-40-E
 SCALE: 1"=30'



- NOTE:
 1. SEE SHEET 2 OF 4 FOR LEGEND AND GENERAL NOTES.
 2. SEE SHEETS 3 AND 4 OF 4 FOR LEGAL DESCRIPTIONS.

PARCELS 100 & 700

FLORIDA DEPARTMENT OF TRANSPORTATION
 PARCEL SKETCH - NOT A SURVEY

STATE ROAD NO. 91 - FLORIDA'S TURNPIKE

ST. LUCIE COUNTY

REVISION	BY	DATE

BY	DATE
DRAWN ASCHAEFER	5/9/2017
CHECKED LKNUTSEN	5/11/2017

APPROVED BY: JAMES M. JOINER, TURNPIKE SURVEYOR

DATE: MAY 12, 2017

F.P. NO. 439153

SECTION N/A

SHEET 1 OF 4

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON RIGHT OF WAY MAPS CONTRACT 6.3 , DATED MAY 2, 1955 AND SECTION 97940-2334, DATED OCTOBER 6, 1994 AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	LENGTH	RADIUS	CH. DISTANCE	CH. BEARING
C1	00°12'49"(P)	10.29'(P)	2760.72'		
C2	75°17'23"(P)	32.85'(P)	25.00'		
	75°16'41"(C)	32.85'(C)	25.00'	30.53'(C)	N64°30'42"W
C3	05°18'10"(P)	243.94'(P)	2635.84'		
	05°18'11"(C)	243.94'(C)	2635.60'	243.85'(C)	S80°30'03"W
C4	05°37'07"(P)	299.01'(P)	3049.11'		
C5	00°09'11"(C)	7.38'(C)	2760.60'	7.38'(C)	N76°54'26"E
C6	00°03'38"(C)	2.92'(C)	2760.60'	2.92'(C)	N76°48'01"E
C7	51°52'44"(C)	22.64'(C)	25.00'	21.87'(C)	N52°48'44"W
C8	23°23'57"(C)	10.21'(C)	25.00'	10.14'(C)	S89°32'56"W

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N21°26'13"E(P)	49.45'(P)
L2	N26°55'01"W(P)	79.06'(P)
L3	N26°55'01"W(P)	109.32'(P)
L4	N09°50'19"W(P)	72.83'(P)
L5	S80°10'56"W(P)	17.97'(P)
L6	N80°10'56"E(P)	10.74'(P)
L7	N07°09'23"W(P)	74.20'(P)

LEGEND

- | | | | |
|---------|-------------------------|----------|--------------------|
| BLVD. | = BOULEVARD | (P) | = PLATTED |
| (C) | = CALCULATED | P.B. | = PLAT BOOK |
| C1 | = CURVE NUMBER | P.G./PP. | = PAGE/PAGES |
| E'LY | = EASTERLY | R | = RANGE |
| EXIST. | = EXISTING | R/W | = RIGHT OF WAY |
| F.D.LLC | = FAMILY DYNAMICS LLC | SEC. | = SECTION |
| F.P. | = FINANCIAL PROJECT | STA. | = STATION |
| I.P. | = IRON PIPE | T | = TOWNSHIP |
| ---- | = LIMITED ACCESS | UE | = UTILITY EASEMENT |
| L1 | = LINE NUMBER | | |
| NO. | = NUMBER | | |
| N/A | = NOT APPLICABLE | | |
| N.T.S. | = NOT TO SCALE | | |
| O.R.B. | = OFFICIAL RECORDS BOOK | | |

NOTE:

1. SEE SHEET 1 OF 4 FOR SKETCH.
2. SEE SHEETS 3 AND 4 OF 4 FOR LEGAL DESCRIPTIONS.

PARCELS 100 & 700

		FLORIDA DEPARTMENT OF TRANSPORTATION	
		PARCEL SKETCH - NOT A SURVEY	
		STATE ROAD NO. 91 - FLORIDA'S TURNPIKE	ST. LUCIE COUNTY
	BY	DATE	APPROVED BY: JAMES M. JOINER, TURNPIKE SURVEYOR
	ASCHAEFER	5/9/2017	DATE: MAY 12, 2017
REVISION	BY	DATE	F.P. NO. 439153 SECTION N/A SHEET 2 OF 4
	CHECKED	LKNUTSEN	5/11/2017

Prepared under the direction of:
J.M. Joiner, Turnpike Surveyor
DATE: May 12, 2017

PARCEL NO.: 100 & 700
F.P.I.D. NO.: 439153
STATE ROAD NO.: 91
COUNTY: ST. LUCIE

**RIGHT OF WAY
PARCEL 100**

A portion of Lot 1, St. Lucie Joint Venture Subdivision, as recorded in Plat Book 35, Pages 18 through 18A of the Public Records of St. Lucie County, Florida, lying in Section 8, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Lot 1, St. Lucie Venture Subdivision, lying on the existing Northerly right of way line of Essex Drive, as shown on said plat, being a point on a non-tangent curve to the left, having a radius of 2,635.60 feet and a chord bearing and distance of South 80°30'03" West 243.85 feet; thence Southwesterly along said existing Northerly right of way line of Essex Drive, and the arc of said curve, passing through a central angle of 05°18'11" for a distance of 243.94 feet to the point of reverse curvature of a curve to the right, having a radius of 25.00 feet and a chord bearing and distance of North 64°30'42" West 30.53 feet; thence Northwesterly along said existing Northerly right of way line of Essex Drive and the arc of said curve, passing through a central angle of 75°16'41" for a distance of 32.85 feet to the point of tangency of said curve, lying on the existing Easterly right of way line of Bayshore Boulevard, as shown on Right of Way Map Section 97940-(2300)2334, Sheet 5; thence North 26°52'22" West along said existing Easterly right of way line of Bayshore Boulevard, a distance of 27.70 feet to the **POINT OF BEGINNING**; thence continue North 26°52'22" West, along said existing Easterly right of way line, a distance of 81.76 feet to a point on a non-tangent curve to the right, having a radius of 2,760.60 feet and a chord bearing and distance of North 76°48'01" East 2.92 feet; thence Northeasterly along said existing Easterly right of way line, and the arc of said curve, passing through a central angle of 00°03'38" for a distance of 2.92 feet to a point on said curve; thence departing said existing Easterly right of way line, run South 24°52'07" East, a distance of 81.12 feet to the **POINT OF BEGINNING**.

Containing 116 square feet, more or less.

**TEMPORARY CONSTRUCTION EASEMENT
PARCEL 700**

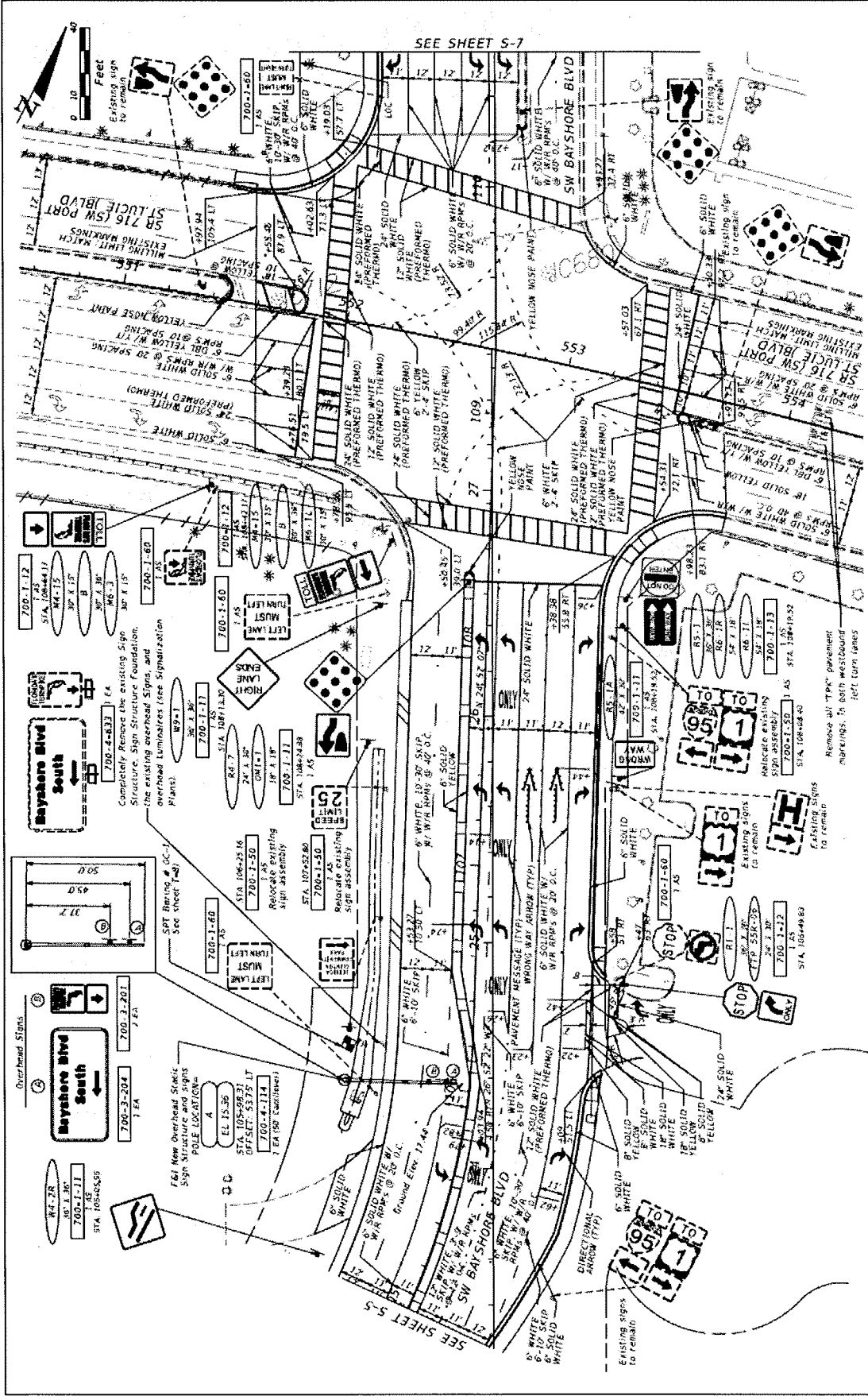
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COMMENCE at the Southeast corner of said Lot 1, St. Lucie Venture Subdivision, lying on the existing Northerly right of way line of Essex Drive, as shown on said plat, being a point on a non-tangent curve to the left, having a radius of 2,635.60 feet and a chord bearing and distance of South 80°30'03" West 243.85 feet; thence Southwesterly along said existing Northerly right of way line of Essex Drive, and the arc of said curve, passing through a central angle of 05°18'11" for a distance of 243.94 feet to the point of reverse curvature of a curve to the right, having a radius of 25.00 feet and a chord bearing and distance of South 89°32'56" West 10.14 feet; thence Southwesterly along said existing Northerly right of way line of Essex Drive and the arc of said curve, passing through a central angle of 23°23'57" for a distance of 10.21 feet to a point on said curve, and the **POINT OF BEGINNING**; thence continue along last said curve from a chord bearing and distance of North 52°48'44" West 21.87 feet; thence Northwesterly along said existing Northerly right of way line of Essex Drive and the arc of said curve, passing through a central angle of 51°52'44" for a distance of 22.64 feet to the point of tangency of said curve, lying on the existing Easterly right of way line of Bayshore Boulevard, as shown on Right of Way Map Section 97940-(2300)2334, Sheet 5; thence North 26°52'22" West along said existing Easterly right of way line of Bayshore Boulevard, a distance of 27.70 feet; thence departing said existing Easterly right of way line, run North 24°52'07" West, a distance of 81.12 feet to a point on the aforementioned existing Easterly right of way line of Bayshore Boulevard, being a point on a non-tangent curve to the right, having a radius of 2,760.60 feet and a chord bearing and distance of North 76°54'26" East 7.38 feet; thence Northeasterly along said existing Easterly right of way line of Bayshore Boulevard, and the arc of said curve, passing through a central angle of 00°09'11" for a distance of 7.38 feet to the end of said curve; thence departing said existing Easterly right of way line, run South 26°40'37" East, a distance of 126.68 feet to the **POINT OF BEGINNING**.

Containing 1,079 square feet, more or less.

EXHIBIT B
TO
LICENSE AGREEMENT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.



DATE	REVISIONS	DESCRIPTION

ALAN L. KING P.E. LICENSE NUMBER 37248 GHYBART & ASSOCIATES, INC. 1459 NORTH US HIGHWAY 1, SUITE 3 OCEAN BEACH, FL 32174 CERTIFICATE OF AUTHORIZATION 7311		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY ST. LUCIE 438123-152-01	SHEET NO. 5-6
SIGNING AND PAVEMENT MARKINGS			FINANCIAL PROJECT ID