



THE SUNRISE CITY
FORT PIERCE
ENGINEERING
DEPARTMENT

Florida

TO : Linda W. Cox, City Clerk

FROM : John R. Andrews, P.E., City Engineer

**RE : Revocable License Permit
Galleria of Fort Pierce, 100 S. 2nd Street**

DATE : July 1, 2019

Engineering has completed our review of the above referenced license permit for the installation of a proposed awing at the Bradford Restaurant along S. 2nd Street. We are recommending approval of this request and have provided a sketch and description of the license permit area.

If you require additional information, please do not hesitate to contact this office.

JRA:jra



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*

TO : LINDA COX, CITY CLERK
FROM : BENJAMIN BRYAN, CITY ATTORNEY *Ben 2 Bryan*
RE : LICENSE AGREEMENT FOR THE BRAFORD
DATE : DECEMBER 13, 2018

The following License Agreement have been approved for Legal Form and Correctness.

BB/mm

cc: Nicholas C. Mimms, P.E., City Manager

OIC
1/
12/13/18

Received
DEC 13 2018
City of Fort Pierce
City Manager's Office

Prepared by and when recorded return to:
City Attorney's Office
City of Fort Pierce
100 N. US 1
Fort Pierce, Florida 34950
Telephone: 772-467-3040

Parcel ID Number: 2410-503-0108-000-6

Property Legal Description: AARON LEE'S MAP OF FORT PIERCE BLK K W 125 FT OF LOT 1 AND A LOT 28 FT BY 111 FT IN NW COR OF LOT2 (MAP 24/10B) (OR 3611-358)

Site Address: 100 S 2nd Street, Suite 106, Fort Pierce, FL 34950

Present Owner(s) of Record: The Galleria at Downtown Fort Pierce LLC

REVOCABLE LICENSE PERMIT

THIS REVOCABLE LICENSE PERMIT ("Permit") is issued by the City of Fort Pierce, a Florida municipal corporation ("City"), to The Galleria at Downtown Fort Pierce LLC ("Permittee") to allow Permittee to encroach in, over, upon, or under City's property and right of way for the sole purpose of maintaining and utilizing an awning as depicted in Exhibit "A," which is attached hereto and incorporated herein, for the benefit of Permittee's property located at the street address 100 S 2nd Street, Fort Pierce, FL 34950, and more fully described as follows:

AARON LEE'S MAP OF FORT PIERCE BLK K W 125 FT OF LOT 1 AND
A LOT 28 FT BY 111 FT IN NW COR OF LOT2 (MAP 24/10B) (OR 3611-
358)

This Permit is subject to the following requirements, conditions, restrictions, limitations and obligations:

1. **ENCROACHMENT.** Permittee shall maintain for its use only those improvements that are depicted and more fully described in the attached Exhibit "A" for the purpose of using and maintaining an awning, which encroaches upon City's existing property and right of way.

2. **TERM/REVOCATION.** This Permit shall run with the land and the terms and conditions set forth herein, and all of the duties and liabilities created hereby, shall be a benefit to and a burden upon the owners and occupants of the land, their assigns, and their successors in interest. The permission granted by City for shared use of the existing described lands *is subject to revocation* by City upon written notice to the property owner of record, as listed in the public tax records. Revocation is effective at the time the written notice is issued. Furthermore, this Permit neither conveys to Permittee any right, title or interest in or to any of the legal or equitable property rights of City, nor serves as City's abandonment of its rights in and to the property being encroached upon.

If City exercises its right to revoke this Permit and provides Permittee with written notice of such revocation, Permittee and/or any successors, assigns or future holders of interest in the land shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at Permittee's sole cost and expense, within thirty (30) days of Permittee's receipt of City's written notice of revocation, unless the emergency of the situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said

written notice of City's revocation of this Permit shall be made by certified mail, return receipt requested, hand-delivery or personal service. In the event that removal of the encroachment(s) and restoration are not accomplished within thirty (30) days after Permittee's receipt of City's notice of revocation, City shall be hereby authorized to remove the encroachment(s). Permittee agrees to immediately reimburse City for any and all costs incurred for said removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration. The City shall have the right to make an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

3. INDEMNIFICATION. Permittee releases, waives, relinquishes, discharges, holds harmless, and will indemnify City, its officers, elected officials, employees, agents, successors and assigns, from and against any and all claims, actions, damages, costs, losses, expenses, causes of action, demands and liabilities of any nature and character whatsoever, that Permittee may have, known or unknown, arising in any manner from or related to Permittee's construction, maintenance, repair, removal, or utilization of the above-described encroachment(s). The types of claims, actions, causes of action, demands and liabilities that are released, waived discharged, relinquished, and will be indemnified herein include, but are not limited to, claims for any future revocation of this Permit by City, or acts of Permittee's contractors, agents, employees, members, invitees, and consultants. Further, Permittee understands that this release, hold harmless and indemnification agreement detailed in this paragraph shall inure to the benefit of City, its officers, elected officials, employees, agents, successors, and assigns, and that it shall bind Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

4. PRIORITY OF USE. This Permit is made subordinate to the right of City to use said property area for any purpose. It is understood and agreed that if City subsequently determines, in its sole discretion, to use or occupy the area of the encroachment, then the encroachment hereby authorized may be modified or removed completely. The public use and/or condition of the encroachment area shall be restored by spreading material uniformly over the site, and seed and sod as necessary, at Permittee's sole cost and expense, and to the satisfaction of the City Manager. City's decision as to the necessity of restoring such public use, occupancy, or improvements shall be final and binding upon Permittee and Permittee's heirs, legal representatives, members, assigns and successors in interest.

5. NO PRECEDENT ESTABLISHED. This Permit is issued with the understanding that any action herein is not to be considered as establishing a precedent, as to the utility or the acceptability, of any permit to any other or future situation. Each approval of a Revocable Encroachment Permit will be determined on a case-by-case basis.

6. PERMITEE'S ACCEPTANCE OF PERMIT TERMS. As evidenced by the attached Exhibit "B," which is incorporated herein, Permittee agrees to and accepts the above terms, conditions and restrictions of this Revocable Encroachment Permit and acknowledges that said terms, conditions and restrictions shall run with Permittee's real property and be binding upon Permittee's heirs, legal representatives, members, assigns, and successors in interest.

CITY OF FORT PIERCE:

Signed in the Presence of:

By: _____
Linda Hudson, Mayor

Witness

Print Name: _____

Witness

Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

By Ben Bryan, Jr.
Ben Bryan, Jr., Interim City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this _____ day of _____, 2019, Linda Hudson as Mayor of the City of Fort Pierce, a Florida Municipal corporation, and authorized to act on behalf of the City of Fort Pierce, who is personally known to me, executed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal at City Hall, in the County and State last aforesaid on this _____ day of _____, 2019.

Notary SEAL/STAMP

Notary Signature

Notary Printed Name

Notary Public, State of Florida
My Commission expires _____

Exhibit "A"

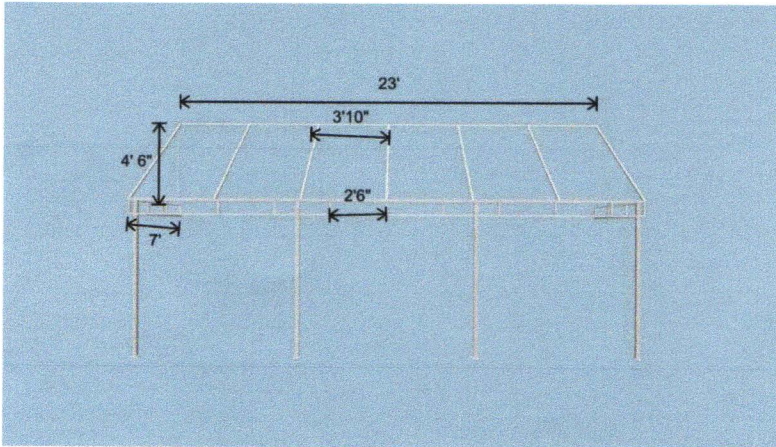


Exhibit "A" Continued

DETAILED SKETCH OF LOCATION TO BE PROVIDED BY THE GALLERIA

2ND STREET
PINE STREET (PLAT)



ORANGE AVENUE

P.O.C.

78'

LOT 1

P.O.B.

28'
28'

LICENSE PERMIT

8.10'

BLOCK 1

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

ATLANTIC AVENUE
MAIN AVENUE (PLAT)

LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, RUN SOUTH 78 FEET ALONG THE EAST SIDE OF SOUTH 2ND STREET (FORMERLY PINE STREET RIGHT-OF-WAY AS SHOWN ON SAID McMULLEN'S PLAT) TO A POINT OF BEGINNING (P.O.B.), THENCE 90° WEST A DISTANCE OF 8.10 FEET, THENCE 90° SOUTH A DISTANCE OF 28 FEET, THENCE 90° EAST A DISTANCE OF 8.10 FEET TO SAID EAST RIGHT-OF-WAY OF SOUTH 2ND STREET, THENCE CONTINUE 90° NORTH ALONG SAID EAST RIGHT-OF-WAY OF SOUTH 2ND STREET A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING.

Q:\Engineering CADD Files\Drawings\Legals\Revocable License Permit 100 South 2nd Street.dwg

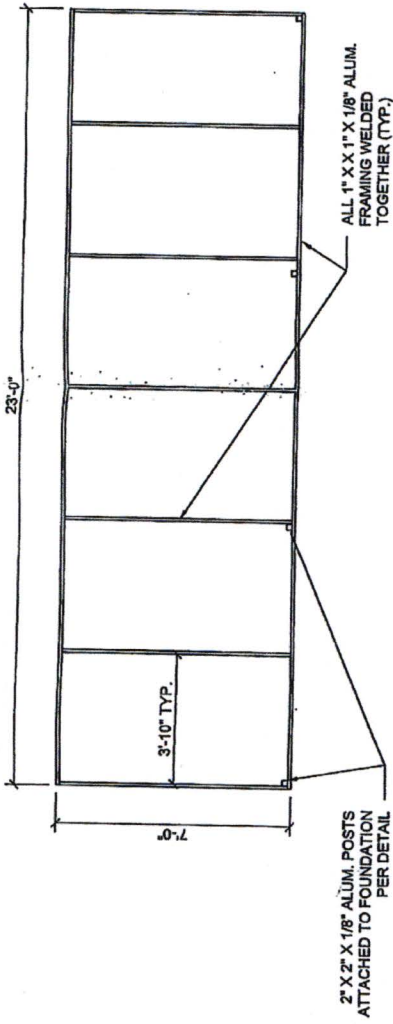
THIS IS NOT A SURVEY



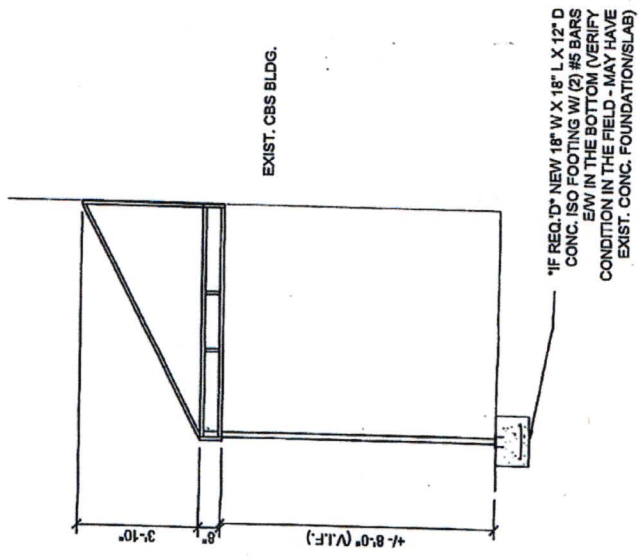
REVOCABLE LICENSE PERMIT
(100 SOUTH 2ND STREET)
SKETCH AND DESCRIPTION

DATE:	JULY 1, 2019
SCALE:	N.T.S.
DRAWN:	D.SUMNER

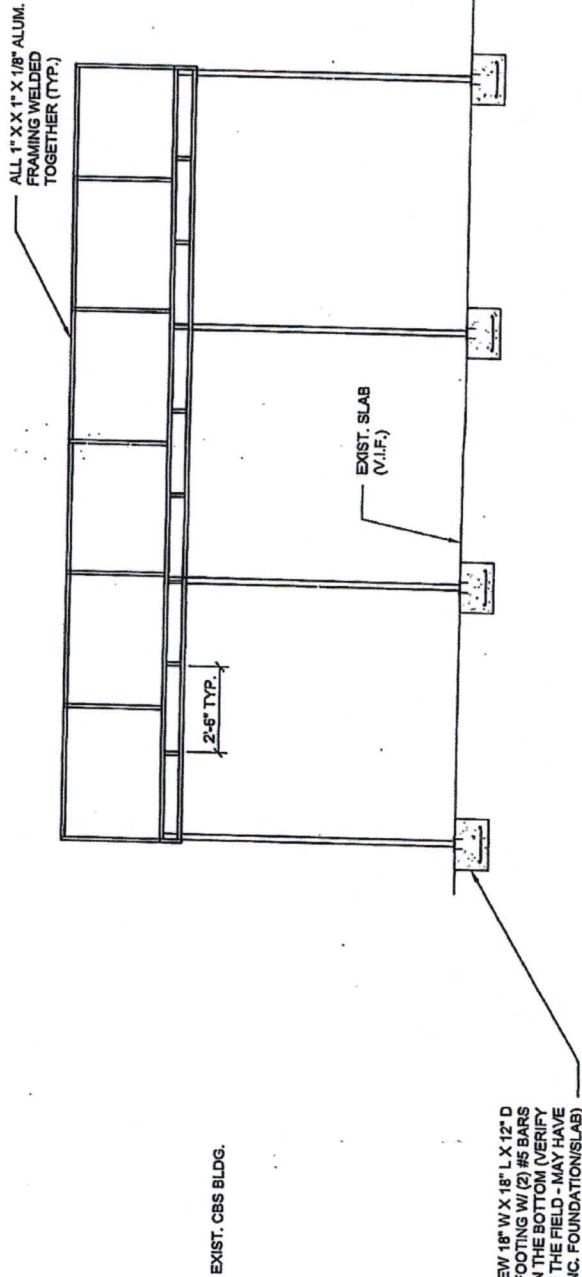
SHEET
1



AWNING FRAMING PLAN
SCALE: 1/4" = 1'-0"



PROPOSED FRONT ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED SIDE ELEVATION
SCALE: 1/4" = 1'-0"

Exhibit "B"

Property Owner of Record: The Galleria at Downtown Fort Pierce LLC
Property Address: 100 S 2nd Street, Fort Pierce, FL 34950

Permittee hereby represents that it is the owner of the property for which the Revocable License Permit ("Permit") is being issued, and after reviewing the terms, conditions and restrictions of the Permit, accepts this Permit for which it has applied, and that it has read and knows the contents thereof, and for itself and its heirs, assigns and successors in interest, as owners or occupants of the parcel of land therein described, agree to abide by and be bound by all of the terms, conditions, restrictions and provisions thereof.

If Permittee is a corporation or a limited liability company, Permittee also warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Permittee has been duly authorized to act for and bind Permittee.

Dated this 19th day of DEC, 2018.

PERMITEE:

The Galleria at Downtown Fort Pierce LLC

By:

Gustavo Gutierrez, Manager

Signed in the Presence of:

Sherrilyn A Osonio

Witness

Print Name: Sherrilyn A Osonio

Cristina Carney

Witness

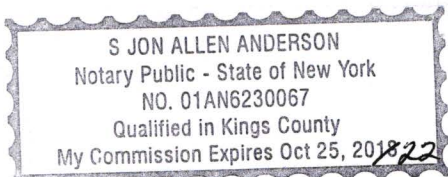
Print Name: Cristina Carney

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF ~~ST. LUCIE~~ NEW YORK

I HEREBY CERTIFY that on this 19th day of DEC, 2018, before me, an officer duly authorized to administer oaths and take acknowledgments, appeared Gustavo Gutierrez, Manager, a duly authorized representative of The Galleria at Downtown Fort Pierce LLC, personally known to me or proven by producing the following identification NY STATE ID to be the person described in and who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid on this 19th day of DEC, 2018.

Notary SEAL/STAMP



S. Jon Allen Anderson
Notary Signature

S. Jon Allen Anderson
Notary Printed Name

Notary Public, State of ~~Florida~~ New York
My Commission expires 10/25/2022