

Record and Return To:  
City Clerk's Office  
City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

### **LICENSE AGREEMENT**

This license agreement is made this 16 day of JULY, 2014, by and between the CITY OF VENICE, a Florida municipal corporation, whose address is 401 West Venice Avenue, Venice, Florida 34285, herein referred to as LICENSOR, and John F. & Betty M Belfiore co-trustees, Belfiore Family Revocable Trust, whose address is 205 The Corso, Venice, FL 34285, herein referred to as LICENSEE.

In consideration of the mutual promises contained herein, the LICENSOR and LICENSEE agree as follows:

1. The LICENSOR grants to the LICENSEE a license to construct certain improvements within public property owned by the LICENSOR upon the terms and conditions contained herein.

2. The public property owned by the LICENSOR that is subject to this agreement is described as follows:

Include a portion of the public right-of-way directly north of Lots 33 and 34/ Block 61, Gulf View Section of Venice over the municipal sidewalk.

3. Pursuant to this agreement, the LICENSEE may construct the following improvements within the public property described in Section 2:

Construct elevated deck with columns 11'4" x 17'3" in size. Licensee shall replace concrete sidewalk panels that are cracked or show excessive wear per directions of the City Engineer, provide under deck lighting illuminated from dusk to dawn and relocate existing palm tree and streetlight to a location approved by the City Engineer.

All such improvements shall be constructed in accordance with plans and specifications approved by the LICENSOR prior to the commencement of construction. As built drawings of

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the improvements shall be submitted by the LICENSEE to the LICENSOR within 30 days of completion of the construction.

4. The LICENSEE shall pay the LICENSOR the sum of \$ 10.00 for this license.
5. The LICENSEE shall maintain all improvements constructed pursuant to this agreement in good condition.
6. The license granted herein is non-exclusive and its use by the LICENSEE must always be compatible with the LICENSOR's continued use of the public property.
7. The LICENSEE shall comply with any insurance requirements required by the LICENSOR.
8. The LICENSOR shall not be responsible for any damage to the improvements constructed pursuant to this agreement caused by any activities performed by the LICENSOR within the public property.
9. The LICENSEE shall be responsible for any damage to the public property and all improvements located therein caused by any activities performed by the LICENSEE pursuant to this agreement.
10. The LICENSEE shall indemnify the LICENSOR against any and all liabilities, losses, claims, demands, damages, or causes of action that may arise or be made against the LICENSOR by reason of or in any way related to or arising from the LICENSEE'S use of the license granted hereby.
11. This license agreement shall run with the land and shall inure to the benefit of the LICENSEE and his successors in interest until terminated in accordance with Section 12.

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12. This agreement may be terminated by either the LICENSOR or the LICENSEE upon 30 days' written notice. Upon termination, the LICENSEE shall remove all improvements constructed pursuant to this agreement and shall restore the public property to the same condition that existed just prior to construction of the improvements.

IN WITNESS WHEREOF the parties have executed this agreement on the date first above written.

WITNESS

Print name: JOSEPH T. ZANN

WITNESS

Print name: Cathy A Dubre

LICENSEE

Print name: JOHN F. BELFIORE

Print name: BETH M BELFIORE

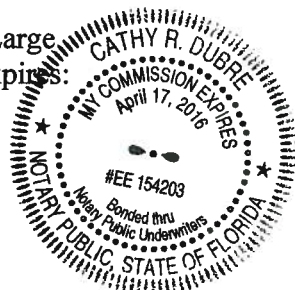
STATE OF FLORIDA  
COUNTY OF SARASOTA

THE FOREGOING instrument was acknowledged before me this 16 day of July, 2014, by John F. Belfiore and Betty M Belfiore, co-trustees, who ~~is~~ are personally known to me or has/have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Signature: Cathy R Dubre  
Print name:

State of Florida at Large  
My Commission Expires:  
4/17/2016



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**LICENSOR  
CITY OF VENICE, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

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

**Mayor**

(SEAL)