

09-LA.17-12/97

This instrument prepared under the direction of: Laurice C. Mayes, Esq. _____
Legal Description prepared by: Nicholas Campanile, P.S.M. (06-15-17)
Document prepared by: Grace K. Abel (09-25-17)
Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 907.1R(09-25-17)
Item/Segment No. 4320664
Section: N/A
Managing District: 04
S.R. No. 817 (University Drive)
County: Broward

LICENSE

This Agreement made the _____ day of _____, 201____, between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida**, whose address is: 600 S.E. 3rd Avenue, Fort Lauderdale, FL 33301-3125, herein called Licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called Licensee.

In consideration of the benefits accruing unto the Licensor, the parties agree as follows:

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

A portion of Tract 16 of "FORT LAUDERDALE TRUCK FARMS SUBDIVISION", according to the plat thereof, recorded in Plat Book 4, Page 31 of the Public Records of Broward County, Florida, lying in Section 4, Township 49 South, Range 41 East; said portion being West of and adjoining the Existing Right of Way line of State Road 817 (University Drive), extending no more than 1.60 feet between Baseline of Survey Stations 485+64.55 and 486+17.99; extending no more than 12.00 feet between Baseline of Survey Stations 486+17.99 and 486+91.89; extending no more than 1.60 feet between Baseline of Survey Stations 486+91.89 and 489+33.58 and extending no more than 22.60 feet between Baseline of Survey Stations 489+33.58 and 489+71.93 as shown on the Florida Department of Transportation License Agreement plans for Financial Project ID 432066-4-52-01.

The premises may be occupied and used by Licensee solely for sidewalk reconstruction, sloping, grading, tying in, harmonizing and reconnecting existing features of the Licensor's property with the highway improvements which are to be constructed during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than November 30, 2020.

The making, execution and delivery of this agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

Required Insurance Coverages. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is self-insured for general liability under state law with coverage limits of \$200,000.00 per person and \$300,000.00 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Licensor has signed and sealed these presents the day and year first above written.

(Corporate Seal)

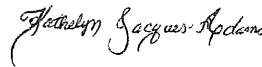
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By: _____
Abby M. Freedman, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: State of Florida Department of
Transportation
Date: 2017.09.25 11:23:18 -04'00'

Office of the General Counsel