

**LANDOWNER AGREEMENT FOR
INGRESS/EGRESS AND CONDUCTING NATURAL RESOURCE SURVEY
AND SAMPLING ACTIVITIES**

This Agreement is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 (COMMISSION) and the party named below (LANDOWNER).

The School Board of Broward County, Florida

Name of Landowner	Telephone Number		
600 SE 3rd Ave, Ft. Lauderdale, FL 33301			
Street Address	City	State	Zip

The LANDOWNER presently owns the land identified in Exhibit A, attached hereto and made part of this agreement, and agrees to grant the COMMISSION and its contractors temporary access to said land for the purpose of ingress/egress and conducting natural resource survey and sampling activities as part of the living shoreline feasibility studies as described in the Scope of the Project, attached hereto and made a part of this Agreement as Exhibit B.

1. The LANDOWNER warrants that it is presently the owner of uplands located north and adjacent to the project site (a copy of title, warranty deed, survey or other evidence of ownership is attached hereto and made a part hereof as Exhibit A), and hereby agrees to provide same as a temporary staging and ingress/egress area for the COMMISSION and its contractors for the purposes of the feasibility project.
2. The COMMISSION, or its contractors or agents, shall be permitted to conduct resource surveys and sampling activities commencing on the date of execution of this Agreement and ending no later than September 1, 2020. The aforementioned dates shall encompass the term of this Agreement, unless extended by amendment, or terminated as provided herein.
3. Specific portions of LANDOWNER property shall be provided for use as ingress/egress and surveys and sampling in the general areas identified on an aerial map (or other map), included herein as part of Exhibit C.
4. Following the living shoreline feasibility project intended by this Agreement, the COMMISSION, or its contractors or agents, shall restore LANDOWNER property to the condition existing at the commencement of this Agreement.
5. The LANDOWNER shall not receive any monetary compensation from the COMMISSION for the use of its land as provided for herein.
6. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.
7. All records in conjunction with this Agreement shall be public records in accordance with the laws

applicable to the parties.

8. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.
9. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.
10. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.
11. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party delivered by hand or by certified mail, return receipt requested.
12. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.
13. This Agreement, Addendum and all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the date and year last written below.

FISH & WILDLIFE CONSERVATION COMMISSION

Eric Sutton, Executive Director
or designee

Signature of Witness

Signature of Witness

Approved as to form and legal sufficiency:

Signature of Commission Attorney

LANDOWNER


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools
Approved as to Form and Legal Content:



Office of the General Counsel

Attachments: Exhibit A - Copy of Deed, Title, Survey or other Evidence of Ownership
Exhibit B – Project Scope of Work
Exhibit C- Aerial Map

Ingress/Egress Agreement (Updated December 13, 2013)