

**TEMPORARY CONSTRUCTION LICENSE
CYPRESS RUN EDUCATIONAL CENTER**

THIS TEMPORARY CONSTRUCTION LICENSE FOR INGRESS AND EGRESS PURPOSES is made this August 27, 2008 by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 (“Grantor”) and **PREMIER TURNPIKE PARK LLP**, a State of Florida Limited Liability Partnership (“Grantee”), whose principal office is located at 2100 Park Central Blvd. North, #900, Pompano Beach, Florida, 33064.

WHEREAS, PREMIER TURNPIKE PARK LLP is developing property to the north and west of Cypress Run Educational Center, located at 2800 NW 30 Avenue, Pompano Beach, FL, and

WHEREAS, The Grantee requests a temporary license to access School Board property, known as Cypress Run Educational Center, (the “Property”), to install a conflict structure at the intersection of the existing storm drain and sanitary sewer located within the existing utility easement area on or near the north property line, as detailed in the construction sketch, dated June 30, 2008, prepared by Flynn Engineering Services, P.A., and included as Exhibit A and made a part hereof, and

WHEREAS, the Grantor agrees to grant a Temporary Construction License provided Grantee agrees to restore the grounds to its condition prior to construction and to comply with other conditions as enumerated herein, and

NOW THEREFORE, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – CONDITIONS

2.01 Scope of Work and Use of Premises:

A. Grantee shall have temporary, non-exclusive access, ingress and egress over, across and through the Property necessary for the installation of a conflict structure at the intersection of the storm drain and the sanitary sewer in the 12 foot utility easement area detailed in the plans prepared by them. Access shall be allowed after school hours or by prior arrangement with Grantor, or project manager.

B. Grantee agrees to coordinate all work with the Grantor's designated project manager. Grantee agrees that during construction it will insure that the work site is secure and protected and does not pose a danger to students, faculty, or guests, to the reasonable satisfaction of Grantor's project manager.

C. Grantee agrees to repair damages to the Property, including without limitation existing utilities and cabling in the easement, fences or gates, irrigation equipment, landscaping, and lighting as a result of activities conducted by Grantee pursuant to this Agreement. Said repairs shall be done promptly and the site shall be returned to substantially the same condition that it was in on the date hereof. Grantee agrees that Grantor shall have the right to inspect and approve all repairs. Grantor agrees that any approvals shall not be unreasonably withheld.

D. Grantee agrees that it shall obtain all plans, permits, and governmental approvals at its sole cost and expense.

E. Grantee agrees that Grantee, or any contractor and subcontractor utilized by Grantee, in connection with this Agreement must, prior to entry on the Property, comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes and that Grantee and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds must, prior to entry on the Property, successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes.

E. Grantee hereby acknowledges that Grantor prohibits at any time the storage of Environmentally Hazardous material on Grantor's Property. Violation of this stipulation will result in Grantor's immediate termination of this License and Grantee will immediately restore and return the Property to the same condition that it was in on the date hereof.

2.02 Term. Grantee further agrees to complete its scope of work within 90 days of commencement of work on the Property and that any extensions of this agreement shall be granted only with the written consent of Grantor.

2.03 Indemnification. Grantee agrees to indemnify, hold harmless and defend the Grantor, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable

investigative and discovery costs, court costs and all other sums which the Grantor, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Grantee, its agents, servants or employees; the equipment of Grantee, its agents, servants or employees while such equipment is on premises owned by Grantor; or the negligence of Grantee or the negligence of Grantee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Grantor's property, and injury or death of any person whether employed by Grantor or otherwise.

2.04 **Insurance.** Grantee agrees that the construction contract(s) with respect to the above scope of work shall:

A. Include a provision that the contractor and/or subcontractor, indemnify and save harmless the Grantor, its agents and employees from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, and/or its agents, servants or employees.

B. Name Grantor, **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, as additional insured with respect to liability arising out of operations performed for Grantee by or on behalf of contractor or negligent acts or omissions of said contractor in connection with general supervision of such operation. A Certificate of Insurance naming Grantor as an additional insured shall be delivered to Grantor prior to commencement of any activities on the Property.

C. Include the said contractor's Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on the form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations
Independent Contractors
Products and/or completed operations for contracts.
Underground coverages

D. Include the said contractor's Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile

Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

E. The Contractor shall procure and maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440 and all applicable federal laws.

2.05 **Bond.** Before commencement of any of the improvements, the Grantee shall furnish a surety bond pursuant to Section 255.05, Florida Statutes that guarantees the completion of the project and the performance of the work necessary to complete the project, as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete the Project. The Grantee agrees to deliver a copy of the surety bond to The School Board in advance of making any improvements to SBBC's property. Such bond shall remain in effect for one (1) year after completion of the Project. In the event of the discovery of any item of defective work and materials, the Grantee shall be responsible to make a claim against the contractor or subcontractor(s), with notice to the surety.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **Assignment.** Grantee shall have no authority to assign any portion of this License Agreement, but Grantee shall permit its contractors and agents to use the Property

3.02 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.03 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.04 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.05 **Surrender Upon Termination.** Grantee shall peacefully surrender and deliver the licensed Property to the Grantor, or its agents immediately upon expiration of the License term.

3.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To Grantor: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to: Executive Director, Facility Management, Planning &
Site Acquisition
The School Board of Broward County, Florida
600 SE Third Avenue, 8th Floor
Ft. Lauderdale, Florida 33301

To Grantee: Premier Commercial Realty, Inc
ATTN: Director of Development
2100 Park Central Blvd. North
Suite #900
Pompano Beach, Florida 33064

With a copy to: Theodore J. Klein, Attorney at Law
8030 Peters Rd., Bldg. D, Suite 104
Plantation, FL 33224

3.07 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.08 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.09 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on

behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.


For the School Board of Broward County, Florida – GRANTOR:

(Corporate Seal)

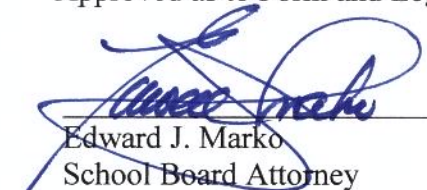
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: 
Robin Bartleman, Chair


James F. Notter
Superintendent of Schools

Approved as to Form and Legal Content:


Edward J. Marko
School Board Attorney

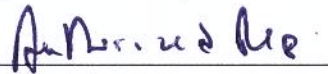
For Premier Turnpike Park LLP - GRANTEE:

PREMIER TURNPIKE PARK LLP


Witness

By: 
Ted Klein


Witness

Title: 

** ALL LOCATIONS ARE APPROXIMATE

EXIST. SIDEWALK

NEW 8" PVC SAN SEWER
T.O.P ELEV=7.52

(2)-4" PVC COMM.
DUCTBANK TO SCHOOL
±30" BELOW GRADE

PROPERTY LINE

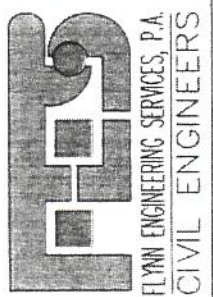
12.0' UTILITY
EASEMENT

12.0' UTILITY
EASEMENT

NEW BELLSOUTH
HAND HOLE
(APPROX. SIZE)

EXIST. 30" RCP STORM
B.O.P. ELEV=±7.7

RELOCATED
LIGHT POLE



241 COMMERCIAL BLVD.
LAUDERDALE BY THE SEA, FL 33308
PHONE: (954) 522-1004
FAX: (954) 522-7630
www.flynnengineering.com
EB# 6578

CYPRESS RUN
EDUCATION CENTER

Scale: N.T.S.
Date 06/30/08
Job No. 05-0546.02
Plot Date 06/30/08

Drawn by JDH
Proj. Engr. JDH
Appr. by JDH
Sheet No. of 1

EXHIBIT "A"