

09-LA.13-12/97

This instrument prepared
under the direction of:
Laurice C. Mayes, Esq. _____
Legal Description prepared by:
Pete Diaz, P.S.M. (01-05-16)
Document prepared by:
Grace K. Abel (01-05-16)

Parcel No.	905.1
Item/Segment No.	4287241
Section:	N/A
Managing District:	04
S.R. No.	842
County:	Broward

Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

REVOCABLE LICENSE

This is a Revocable License granted the _____ day of _____, 2017, between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is: 100 North Andrews Avenue, Fort Lauderdale, FL 33301, herein called Licensor and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called Licensee.

In consideration of the mutual covenants, conditions and benefits accruing unto the Licensor, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, 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 premises legally described as:

Parcel No. 905

Item/Segment No. 4287241

A 3.00 feet wide strip of land lying in Lots 8 and 9, SUB-DIVISION OF SECTION 9 T50S OF R42E, according to the plat thereof, as recorded in Plat Book "B", Page 29 of the Public Records of Miami-Dade County (now Broward County), Florida; said 3.00 feet wide strip adjoins the south existing right of way line of State Road 842 (Broward Boulevard), between Baseline of Survey Station 169+15.94 and 169+94.45 and a 11.00 feet wide strip, adjoining said south existing right of way line between Baseline of Survey Stations 171+65.87 and 171+93.04, as shown on the Florida Department of Transportation R/W Detail for Financial Project ID 428724-1-52-01.

AND

The north 7.00 feet of Lots 18 and 19, Block 125, SUBDIVISION OF WAVERLY PLACE AN ADDITION TO FT. LAUDERDALE, FLA, according to the plat thereof, as recorded in Plat Book 2, Page 19 of the Public Records of Miami-Dade County (now Broward County), Florida, lying in Section 9, Township 50 South, Range 42 East; said north 7.00 adjoins the south existing right of way line of State Road 842 (Broward Boulevard) between Baseline of Survey Stations 173+08.25 and 173+38.95, as shown on the Florida Department of Transportation R/W Detail for Financial Project ID 428724-1-52-01.

AND

A 3.00 feet strip of land lying in Lot 1, SUBDIVISION OF LOTS 1, 2, 3, 4, 9 & 10 OF BLOCK 20, FT. LAUDERDALE, FLA., according to the plat thereof, as recorded in Plat Book 3, Page 15 of the Public Records of Miami-Dade County, (now Broward County) Florida; lying in Section 10, Township 50 South, Range 42 East; said strip adjoining the existing right of way line formed by a 25.00 feet radius curve at the southwest intersection of State Road 842 (Broward Boulevard) and SW 7th Avenue, said strip projecting south 3.50 feet from the point of tangency thereof, between Baseline of Survey Stations 198+18.10 and 198+42.60, as shown on the Florida Department of Transportation R/W Detail for Financial Project ID 428724-1-52-01.

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing of existing driveway, curb return and removing existing pavers of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of March 2021.

Licensee shall provide such security to the site as it deems necessary. Licensor, nor any of its employees or public officials shall have any liability for any destruction, theft or vandalism of the vehicles, equipment or materials stored on the Property. By entering into this Agreement, the Licensee assumes all risk of loss.

Licensee, its agents, contractors and/or consultants shall comply with all applicable federal, state and local laws, rules, regulations and ordinances with regard to transportation of equipment and materials along public right of ways and will not adversely impact access to both driveways to the police station at the same time.

Licensee will require its contractor to be responsible for any damage or injury occurring within the License area relating to or arising out of the actions of its contractors.

At all times during the term of this License Agreement, Licensee shall require its agents, contractors and consultants to keep or cause to be kept in effect the insurance required by the Department's Standard Specifications for Road and Bridge Construction, which provision is attached hereto as Exhibit "A".

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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

ATTEST:

Jeffrey A. Modarelli, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

_____ day of _____, 2017

(SEAL)

Lee R. Feldman, City Manager

Approved as to form
Cynthia A. Everett, City Attorney

By: _____
Kimberly Cunningham Mosley,
Assistant City Attorney

DEPARTMENT

ATTEST:

Executive Secretary

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Transportation Development

_____ day of _____, 2017

Approval:

Office of the General Counsel (Date)

Exhibit A

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.