

09-L.13-12/97

This instrument prepared
under the direction of:
Laurice C. Mayes, Esq.
Legal Description prepared by:
Pete Diaz, P.S.M. (07-29-13)
Document prepared by:
Grace K. Abel (08-07-13)
Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

Parcel No. 909.1
Item/Segment No. 4287261
Section: N/A
Managing District: 04
S.R. No. 5 (U.S. 1)
County: Broward

LICENSE

This Agreement made the _____ day of _____, 201____, between the CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose address is: 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, 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 HOLIDAY PARK, according to the plat thereof as recorded in Plat Book 24, Page 14 of the Public Records of Broward County, Florida, lying in Section 2, Township 50 South, Range 42 East; said portion lying south of and adjoining the south existing right of way line of State Road 5 (U.S. 1), extending no more than 20.00 feet between Baseline of Survey Stations 609+57.48 and 609+71.84, as shown on the Florida Department of Transportation Roadway Plan Sheet for Financial Project ID 428726-1-52-01, Sheet No. 20.

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features 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 July 2019.

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.

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

WITNESS: _____

CITY OF FORT LAUDERDALE

Print Name: _____
Its City Clerk

SEE ATTACHED PAGES (i) & (ii)

By: _____

Print Name: _____

~~Its Mayor~~

SEE ATTACHED PAGES (i) & (ii)

WITNESSES:

CITY OF FORT LAUDERDALE

[Witness-print or type name]

By _____
John P. "Jack" Seiler, Mayor

[Witness-print or type name]

By _____
Lee R. Feldman, City Manager

ATTEST:

(CORPORATE SEAL)

Jonda K. Joseph, City Clerk

Approved as to form:

Robert B. Dunckel
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2014, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
_____, 2014,
by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal
corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number