

## LICENSE AGREEMENT

This License Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2013, between **THE SCHOOL BOARD OF ST. LUCIE COUNTY**, governing body of the School District of St. Lucie County, Florida, whose post office address is: 4202 Okeechobee Road, Ft. Pierce, FL 34947 herein called the licensor, to **FORT PIERCE UTILITIES AUTHORITY**, a Political Subdivision of the City of Fort Pierce, whose post office address is: 206 South 6<sup>th</sup> Street, Fort Pierce, FL 34948, 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:

–See attached EXHIBITS A-1 Gator Trace Electric South Loop

The premises may be occupied and used by licensee solely to install and maintain an underground electric distribution line (“Permitted Use”), and may not be used for any other purpose. The licensee shall be responsible for restoring the premises to original conditions, maintaining drainage, and controlling erosion and sedimentation.

The making, execution and delivery of this License Agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This License 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.

The licensee shall at all times observe in its use of the premises all applicable municipal, county, state, and federal laws, ordinances, codes, statutes, rules, and regulations. Prior to entering upon the premises or commencing work on the premises, the licensee shall obtain all necessary governmental permits and other approvals as may be required from the applicable governmental authorities exercising jurisdiction over such works (“Permitting Agencies”), to perform the work. Upon completion of the work, the licensee shall leave the premises clear of all construction debris and otherwise compliant with the terms and conditions of each and every permit or other approval received from the Permitting Agencies.

The parties shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. The parties acknowledge and agree that the licensee shall only conduct the Permitted Use on the premises when students are not present.

Subject to the limitations set forth in Section 768.28, Fla. Stat., the licensee agrees to save and keep harmless and fully indemnify the licensor, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expense because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the occupation of the premises or adjacent property and attributable to the negligence or other wrongful conduct of the licensee or its employees, agents, or contractors, including but not limited to any loss or action resulting from the failure of the licensee to comply with the terms and conditions of this License Agreement.

This License Agreement may be terminated by either party with or without cause upon ninety (90) days prior written notice. If terminated by either party, the licensee shall either remove the underground electric distribution line from the premises or sever and de-energize the underground electric distribution line in the premises.

Any notice required or permitted to be given by the terms of this License Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested. Such written notice shall be addressed as follows:

If to Licensor: SCHOOL BOARD OF ST. LUCIE COUNTY  
4204 Okeechobee Road  
Fort Pierce, FL 34947

Attn: Marty Sanders, P.E.

If to Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This License Agreement shall not be recorded in the Public Records of St. Lucie County, Florida.

Nothing herein shall be construed as creating a lien on behalf of the Licensee against the premises.

IN WITNESS WHEREOF, the said parties have signed and sealed these presents the day and year first above written. The persons signing hereunder represent and warrant that they are duly authorized and have full authority to enter into this License Agreement.

**LICENSOR:**  
**SCHOOL BOARD OF**  
**ST. LUCIE COUNTY, FLORIDA,**  
**Governing Body of the School**  
**District of St. Lucie County,**  
**Florida**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DEBBIE HAWLEY, CHAIR

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, personally appeared, DEBBIE HAWLEY, known to me to be the Chair of the School Board of St. Lucie County, Florida, in whose name the forgoing instrument was executed and that they severally acknowledged executing the same for such Board freely and voluntarily under the authority duly vested in them by the Board, that the seal affixed thereto is the true official seal of said Board; identification of the above-named persons are both personally known to me; and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this day of \_\_\_\_\_, 2013.

My Commission expires:

\_\_\_\_\_  
Notary Public-State of Florida

Print Name:\_\_\_\_\_

**LICENSEE:**  
**FORT PIERCE UTILITIES**  
**AUTHORITY, a Political**  
**Subdivision of the City of Fort**  
**Pierce, Florida**

\_\_\_\_\_  
Witness

By:\_\_\_\_\_  
Print:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, personally appeared, \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Board of the Fort Pierce Unities Authority, in whose name the forgoing instrument was executed and that they severally acknowledged executing the same for such Board, freely and voluntarily under the authority duly vested in them by the Board, that the seal affixed thereto is the true official seal of said Board; identification of the above-named persons are both personally known to me; and that an oath was not taken.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires:

\_\_\_\_\_  
Notary Public-State of Florida

Print Name:\_\_\_\_\_