

THIS LICENSE AGREEMENT, Made in duplicate this 6<sup>th</sup> day of June, A. D. 1973, by and between FLORIDA EAST COAST RAILWAY COMPANY, a Florida corporation, hereinafter called "Railway" and CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, (Address: City Hall, Hollywood, Florida 33022) hereinafter called "Second Party";

W I T N E S S E T H:

That said Railway, for valuable consideration and the covenants and agreements herein contained to be performed and kept by Second Party, does hereby give and license unto said Second Party the right and privilege to use as a crossing for public road and sidewalk crossing purposes only that part of the Right of way and property of said Railway in Broward County, Florida, at the location described as follows:

TYLER  
STREET  
AND  
SIDEWALK  
CROSSING

A one hundred foot (100') square parcel of land across Railway's 100 foot wide right of way and main tracks with easterly and westerly centerline of said parcel intersecting the centerline of Railway's easterly main track at a point located three thousand seven hundred fifty feet (3750') southerly from Railway's Mile Post No. 348, as measured from Jacksonville, Florida.

All as shown on Plan Crossing Milepost 348 plus 3750 feet, dated May 4, 1973, attached hereto and made a part hereof.

TO HAVE AND TO USE the said rights, privileges and licenses solely unto the Second Party for the term of one (1) year from date hereof, subject to renewal as provided in Paragraph 9 hereof, or until terminated as hereinafter provided.

In consideration of the rights, privileges and licenses hereby given by Railway unto Second Party, Second Party covenants and agrees with Railway as follows:

1. That said crossing shall be used for public road and sidewalk crossing purposes only across the Railway's right of way and tracks, and, except as herein specified, no pipe, wire, rail or other line or structure shall be placed in or on said right of way or crossing without previous consent in writing of said Railway.

2. Second Party shall furnish unto Railway its plans for signalization and construction of said crossing, including drainage facilities, which plans must be approved by Railway's Chief Engineer prior to commencement of construction of said crossing. Second Party agrees that it will, at its sole cost and expense, furnish all material, equipment and labor required for and perform all work in connection with construction, opening, widening, improving or extending and maintenance of said crossing from right of way line to right of way line of the Railway, as herein described, including the portions of said crossing over and across the Railway's existing or future tracks and over and between the ties therein. The Railway reserves the right to perform the installation and maintenance work on the timber flangeway portion of said crossing over the track structure, the expense of which is to be borne by Second Party. That Railway shall provide a flagman at the above described crossing while work is being performed by Second Party thereat under the provisions of this Agreement, all at the cost and expense of Second Party.

3. Second Party agrees that it will install and maintain all necessary drainage facilities to prevent accumulation of surface water due to the existence of said crossing, all at the complete cost and expense of Second Party. Such facilities to be approved by the Railway and any other governing bodies having jurisdiction thereover; operation of these facilities shall be subject at all times to the approval of such representatives and authorities.

4. Whether required by law or order of any public authority or desired by Railway as a matter of management, Railway reserves the right to make any desired changes at any time in its existing tracks or other facilities, or to install, maintain and operate any additional track or tracks or other facilities on its right of way at said crossing, and Second Party agrees to bear the entire expense of any changes in the paving or additional paving required on account of such changes or installations made by the Railway. Provided Second Party shall not be required to pay any part of the cost of construction of a railroad track for any single private industry.

5. Second Party shall not take any action that will prevent or tend to restrict the operations of trains over said crossing.

6. Second Party agrees to indemnify and hold harmless the Railway from assessments or other charges of any kind whatsoever against the Railway at any time for any portion of public improvements installed on or within 200 feet of said crossing or arising out of the existence of said crossing.

7. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the above privileges and crossing, and in the event the said Second Party shall fail to comply with any of the covenants and conditions, then this license shall be void and said described crossing shall terminate, with full right on the part of the Railway to re-enter and repossess and remove the same if it shall elect to do so.

8. Second Party hereby grants unto Florida East Coast Railway Company all necessary permits for the installation, construction, erection, repair and maintenance of any of the facilities, work or fixtures mentioned or contemplated in and by this Agreement.

9. It is further mutually agreed by and between the parties hereto that as this Agreement is for the term of one (1) year, if said Second Party holds over and remains in possession of the hereby licensed privileges after the expiration of such term, or of any renewals thereof, this Agreement shall be considered as renewed unless sixty (60) days written notice of the termination of the same has been or is given by said Railway and shall continue in effect from year to year, subject to the same terms and conditions as herein contained.

10. It is agreed that automatic crossing protection devices, consisting of cantilever flashing lights, bells, and gates, shall be installed at this crossing. Railway shall furnish labor and material for the installation at the cost and expense of Second Party. After the crossing protection devices have been installed, Railway shall perform maintenance of them with Second Party paying unto Railway \$615.00 per year, representing 50% of current annual cost of said maintenance. Said crossing protection devices shall be synchronized with traffic lights of Second Party at adjacent intersection of Dixie Highway and/or North 21st Avenue.

11. That after the timber flangeways are installed, as well as said automatic crossing protection signal devices when installed, and said work and appliances are completed together with other work to be performed by the Railway hereunder and found to be in satisfactory working order by Railway, thereupon Railway shall furnish to Second Party a statement showing total cost of material and labor furnished by Railway, which statement is hereby agreed to be prima facie reasonable; said total cost estimated to be Thirty Five Thousand Dollars (\$35,000.00).

12. Second Party does hereby agree to pay unto Railway the sum of Ten Dollars (\$10.00) to cover the first annual term hereunder and the further sum of Ten Dollars (\$10.00) for any renewal term, which shall be applicable at the commencement of each such renewal term. Notwithstanding the advance payment of rental as provided herein, and whether during the initial one year term or any subsequent holdover or renewal periods, Railway may terminate this license for any reason upon giving sixty (60) days notice in writing to Second Party of its intention to terminate same; any unearned rental shall be prorated as of date of termination and returned by Railway to Second Party.

13. Upon termination or cancellation of this Agreement, for any cause, or upon termination of Second Party's use of the crossing herein licensed, Second Party shall remove, at its entire cost and expense, all improvements placed by it upon the said Railway's right of way and restore the ground to its original condition.

14. Second Party further covenants that it will include in any contract which it lets for the whole or any part of said work to be performed hereunder by or for the Second Party, each and every of the following terms and conditions of the two pages attached hereto and made a part hereof entitled, "INDEMNITY TO FLORIDA EAST COAST RAILWAY COMPANY AND CONTRACTUAL LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE POLICIES DURING SUCH INDEMNITIES", and, "INSURANCE FOR BENEFIT OF FLORIDA EAST COAST RAILWAY COMPANY TO BE OBTAINED, KEPT IN FULL FORCE AND EFFECT AT COST OF CONTRACTOR".

15. Second Party shall and will cause due notice to be given to the Railway when Second Party or its contractor or anyone claiming

under this Agreement proposes to enter upon the right of way or property of Railway to perform work under this Agreement or on said property of Railway in order that proper protection may be provided for trains.

16. Second Party does further covenant and agree to immediately close and remove at the entire cost and expense of Second Party that certain grade road crossing located four thousand six hundred seventy one feet (4671') southerly from Railway's Mile Post No. 347, known as McKinley Street Crossing of Florida East Coast Railway's right of way.

17. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossings shall be installed, maintained and operated at subject crossing all at the sole cost and expense of Second Party.

IN WITNESS WHEREOF, Florida East Coast Railway Company and the Second Party have each caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicate the day first hereinabove written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and delivered in the presence of:

R. K. Spurway  
M. J. Canaway  
Witnesses as to Railway

FLORIDA EAST COAST RAILWAY COMPANY.  
a Florida corporation,

By J. L. Thurston (SEAL)  
President

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida,

By David R. Keating (SEAL)  
Mayor

Attest Betty L. Derington  
City Clerk

APPROVED:

Paul E. Wimbush  
Director of Finance

Steve Bukis  
Wessette L. Morton  
Witnesses as to Second Party

INDEMNITY TO FLORIDA EAST COAST RAILWAY COMPANY AND CONTRACTUAL  
LIABILITY ENDORSEMENTS TO CONTRACTOR'S PUBLIC LIABILITY AND  
PROPERTY DAMAGE LIABILITY INSURANCE POLICIES DURING SUCH INDEMNITIES.

In further consideration of the sums of money herein agreed to be paid to the Contractor, the Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter, indemnify and save harmless Florida East Coast Railway Company from and against all suits, claims and judgments, and all loss, damages, costs, charges and expenses which Florida East Coast Railway Company may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations, whether or not negligent, of the Contractor or any of the subcontractors, or both, such directly or indirectly under or pursuant to this construction contract, up to the total sums of money, as follows:

A. On account of death, personal injuries, loss of income or earning ability of any person, including without limitation on the generality of the foregoing description employees and officers of Florida East Coast Railway Company, employees and officers of materialmen employees and officers of the Contractor, employees and officers of all subcontractors, in the limits of \$500,000.00 each person injured or killed, and \$1,000,000.00 each accident occurrence.

B. Loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations all railroad equipment commonly described as rolling stock and the contents of the same, all in the aggregate limit of \$500,000.00.

C. Loss, injury, decline in market value or deterioration in quality of any perishable merchandise in the custody of Florida East Coast Railway Company occurring or originating during the first forty-eight (48) hours from (but excluding the first five minutes) any break in the continuity or other obstruction of passage of trains (directly or indirectly arising from the Contractor's operations) upon said track or tracks as the case may be, of Florida East Coast Railway Company at or within one hundred feet of said location upon which the work is to be performed hereunder, the improvement, renovation, or repair of which is the subject matter of this construction contract, and also all expenses reasonably incurred by Florida East Coast Railway Company in and about the re-routing of its trains and cars to, via, and from the lines of railroad of other railroad common carriers during the first forty-eight (48) hours following any such break in the continuity of said track or tracks as the case may be of said Railway Company at or within one hundred feet of said areas.

INSURANCE FOR BENEFIT OF FLORIDA EAST COAST  
RAILWAY COMPANY TO BE OBTAINED, KEPT IN FULL  
FORCE AND EFFECT AT COST OF CONTRACTOR.

In further consideration of the sums of money herein specified to be paid to Contractor, Contractor, as its cost and expense, shall obtain and keep in effect until acceptance of all of the work under this construction by CITY OF HOLLYWOOD insurance policy or policies in the limits of \$500,000.00 each person injured or killed and \$1,000,000.00 each accident occurrence and \$500,000.00 property damage directly by Contractual Liability Endorsement to Contractor's General Public Liability and Property Damage Insurance Policies insuring Contractor against loss or damage to Contractor upon the indemnities and within the limits specified in the foregoing paragraph. Alternatively, Contractor may procure and keep in effect during the life of this construction contract as aforesaid Railroad Protective Liability Policies insuring Florida East Coast Railway Company directly as insured against the losses and damages but within the limits specified in the foregoing indemnity paragraph. All such insurance directly or indirectly for the benefit of Florida East Coast Railway Company shall be in form satisfactory to the Manager, Industrial Development and Real Estate of Florida East Coast Railway Company or its General Attorney and issued by a casualty insurance company authorized to do business in the State of Florida and having a "Bests" rating of not less than Four A's or better.





SEASIDE COAST RAILWAY COMPANY  
 INDUSTRIAL DEVELOPMENT  
 AND REAL ESTATE  
 AUGUSTINE, FLORIDA  
 Hollywood, Florida  
 wood - Tyler Street and  
 sing of FEC right of Way  
 00'  
 DATE 5-4-73  
 Milepost 348 + 3750'

Hollywood  
 OOD

