

RELEASE AND INDEMNIFICATION AGREEMENT
PERMISSION TO ENTER PROPERTY

WHEREAS, the undersigned real property owner, FLORIDA EAST COAST RAILWAY, L.L.C., a Florida limited liability company ("Railway"), hereby grants to the CITY OF HOLLYWOOD, its agents, representatives and contractors ("Permittee") permission to enter the Railway's right of way property located between Sheridan Street, Mile Post 347+1320 (North End) and Pembroke Road, MP 349+4230 (South End) in Hollywood (Broward County), Florida ("Property").

WHEREAS, Permittee does hereby acknowledge and appreciate the risks and hazards incident with coming on the property of Railway, including an awareness of the activity in the area resulting from the operation of Railway's equipment.

WHEREAS, Permittee, does hereby agree at all times to exercise due care for their own personal safety and the safety of others working on Railway's Property.

WHEREAS, this permission is specifically limited to the following activity which may be performed by Permittee ("Activity"):

- a. Maintain through mowing, weed control and litter pick up on the Property to an area that goes up to and within 5' of the stone edge of the railway;
- b. For ease of maintenance, level any areas along the Property that may be uneven, poor grass conditions by adding or leveling with top soil or sod up to an area that goes up to and within 5' of the stone edge of the railway.
- c. Remove the existing no trespassing signs and replace them with new signs on sign posts to the Railway's approval and place them in proper intervals according to Florida law.
- d. Remove any unnecessary old railway ties and rail that is imbedded in the ground that prevents this maintenance.

NOW, THEREFORE, in consideration of the granting of such permission, revocable at the pleasure of the Railway, Permittee agrees to:

1. Assume all risks involved and to be fully responsible for their own safety and that of their agents, contractors and employees, if any, hereby releasing, indemnifying and hold harmless the Railway, its successors and assigns, from any and all liability, claims and demands of whatever nature, costs and expenses, including reasonable attorney fees, whether for personal injury or death of employees or any loss or damage to personal property arising from or in connection with the use or occupancy of Railway's Property, or from ingress or egress from the Property, except to the extent caused by the gross negligence or willful misconduct of Railway or its employees, agents or representatives ("Affiliates"), and hereby assumes full responsibility for any accident, death, dismemberment, temporary or permanent disability resulting to any servants, agents or designated employees as a result of the permission granted herein except to the extent caused by the gross negligence and willful misconduct of Railway or its Affiliates. Nothing in this Release shall be construed to affect in any way the City's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

2. Permittee agrees that at all times while on the Property of the Railway, they will conduct themselves in a businesslike manner, performing such work as they are competent to perform. Permittee may enter the Property only during normal business hours and should make arrangements to enter the Property at other times after agreement from the Railway. If required, prior to entering into, or working on or near the Railway's right of way, Permittee will need to contact Florida Sunshine at 1-800-432-4770 for utility locates, as you will be working around live fiber optic cables at this location. The Railway's signal cables are not listed with Sunshine and require a separate locate. Call 1-800-342-1131 ext 2377 and selection option 1 to schedule a signal cable locate.
 - a. All persons working within Railway's right of way must wear protective protection equipment (PPE) at all times to include:
 - Orange hard hat with reflective band
 - Safety glasses with side shields
 - Orange safety vest
 - Steel toed boots with minimum 6" cuff and non-slip tread
 - Hearing protection as needed
 - b. All persons working with Railway's right of way are required to take the Florida East Coast Railway Roadway Worker Protection on-line class prior to working on the Property: (<https://www.bistrainer.com/store/railpros-store/productdetails/florida-east-coast-railway-roadway-worker-protection-training>).
 - c. Permittee will provide Railway with proof of insurance. Railway acknowledges that City is self-insured.
3. Upon completion of the Activities, Permittee agrees to vacate the Property and will restore the Property in as near as practicable to its condition immediately prior to the commencement of the Activities.
4. This Agreement will become effective on _____, 2022 and shall continue in effect beginning from the first entry onto Railway's property until the matter for which was the basis for the issuance of this Release and Indemnification Agreement has been completed or the Agreement is canceled by the Railway.
5. The granting of this permission by the Railway is not intended, nor should it be construed, as an admission of liability on the part of the Railway or the Railway's successors and assigns for any contamination discovered on the Property. Permittee further indemnifies Railway from any chemical(s), substance(s) or environmental impact discovered and the subject of the Activity.

IN WITNESS WHEREOF I have hereunto set my hand this ____ day of _____, 2022

Signature of Florida East Coast Railway, LLC

Title

Printed Name

Date

Accepted by Permittee by the following authorized agent:

ATTEST:

City of Hollywood, a municipal corporation
of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

Date: _____

Approved As To Form And Legal
Sufficiency for the use and reliance
of the City of Hollywood, Florida,
only.

Douglas R. Gonzales
City Attorney