

Monroe Street

MP 349 + 169

1/9/71
City of Hollywood

THIS LICENSE AGREEMENT, Made in duplicate this 7 day of June, A.D. 1970, by and betwen 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), 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 crossing 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:

Public Road & Sidewalk Crossing

Monroe Street
Hollywood, Florida

A rectangular shaped parcel of land measuring 56 feet, wide, northerly and southerly, extending easterly and westerly across Railway's 100 foot wide right of way and over its tracks, with east-west center line of said parcel intersecting the center line of Railway's northbound main track at a point located one hundred sixty-nine (169') feet southerly from Railway's Mile Post No. 349, as measured from Jacksonville, Florida; TOGETHER WITH the necessary approaches thereto

As shown shaded in red on Railway's print of Plan 349 + 169', dated October 21, 1970, 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 the previous consent in writing of said Railway.

2. 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 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 the Second Party. That Railway shall provide a flagman (at the rate of \$40.00 per day) 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 or the resulting paving or additional paving required 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 when such installation results from 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 said crossing is presently protected by automatic crossing protection devices, consisting of flashing lights, bells and gates, owned and installed by Railway and that said crossing protection devices are to be relocated by Railway, with the aid of a crane to be furnished by Second Party, consistent with plan of widening and improving of said crossing; Second Party shall reimburse the Railway for all cost and expense in connection with the relocation of said automatic crossing protection devices. That said automatic crossing protection devices shall be owned by Railway at all times and shall be maintained by Railway at the cost and expense of Second Party. 

11. That Second Party shall synchronize its traffic signals at adjacent intersections of Dixie Highway and/or North 21st. Avenue with Railway's said automatic crossing protection devices at this location, installation and maintenance of circuit to be by the Railway at the expense of Second Party, it being mutually understood and agreed that Second Party shall maintain its traffic signals and the Railway shall maintain the track circuits for control of the traffic signals, plans and detail to be approved by the Chief Engineer of the Railway.

12. 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 the Railway, thereupon, Railway shall furnish to Second Party a statement showing the total cost of material

and labor furnished by Railway, which statement is hereby agreed to be prima facie reasonable; said total cost hereby estimated to be Two Thousand Five Hundred (\$2,500.00) Dollars, not including the cost of a flagman, as follows, viz:

whatever

✓ General P. W. G. N. O. ✓ Audit

Timber Flangeways only, two tracks-----	\$2,040.00
Signal Dept. Charges(not incl. cost of crane)-----	350.00
Miscellaneous & Contingencies-----	110.00
Total Estimated Cost	<u>\$2,500.00</u>

13. Railway shall furnish all material and all labor for any change of elevation or alignment required for any one or more of its tracks, or for any change in pole or wireline or other facilities of Railway or facilities of others on Railway property at the location of said crossing, all at the complete cost and expense of Second Party.

14. It is further mutually understood and agreed by and between the parties hereto that at the termination or the 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.

15. 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 (2) 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".

16. Second Party shall and will cause due notice (at least one (1) week's advance 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 the Railway to perform work under this Agreement in order that proper protection may be provided for trains.

17. It is hereby mutually understood and agreed by and between the parties hereto that this agreement cancels and supersedes that certain agreement by and between the parties hereto dated March 22, 1927, covering public road crossing at the hereinabove described location.

18. The Railway further agrees to the Second Party's right to audit the accounts of the Railway relative to all items covered by this agreement for a period of one (1) year after final payment is made.

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 and year first hereinabove written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and delivered in the presence of:

R. K. Spurway
Witnesses as to Railway

Marion W. French
Carl A. Hallahan
Witnesses as to Second Party

FLORIDA EAST COAST RAILWAY COMPANY,
a Florida corporation.

By: H. S. Horvath (SEAL)
President

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

By: W. H. Kelly (SEAL)
Mayor

Attest: J. M. Kelly (SEAL)
City Clerk

Upon motion duly made and seconded, the following Resolution was passed and adopted:

BE IT RESOLVED, by the City Commission of the City of Hollywood, a municipal corporation of the State of Florida, as follows:

1. That the City of Hollywood, a municipal corporation of the State of Florida, does hereby contract and agree to enter into an agreement with the Florida East Coast Railway Company, wherein and whereby said City of Hollywood is given the right and privilege to use, maintain, widen and improve as a crossing for public road crossing and sidewalk crossing purposes only that part of the right of way and property of the Railway in Broward County, Florida, as more particularly described in License Agreement attached hereto and made a part hereof.

2. That the Mayor with the attestation of the City Clerk be and they hereby are each authorized and directed to execute said Agreement for and on behalf of said City of Hollywood.

3. That this Resolution shall take effect immediately upon its passage.

STATE OF FLORIDA)
COUNTY OF BROWARD)
CITY OF HOLLYWOOD)

I, Jean M. Hall, City Clerk of the City of Hollywood, a municipal corporation of the State of Florida, do hereby certify that the foregoing is a true and correct copy of Resolution unanimously adopted at a regular meeting of the City Commission of the said City of Hollywood, held on the 7 day of June, A.D. 1932, and as said Resolution appears in Minute Book _____, Page _____, of the Minutes of said City of Hollywood, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the said City of Hollywood, Florida.

Jean M. Hall
City Clerk of the City of Hollywood, a
municipal corporation of the State of Florida.

RESOLUTION NO. R-72-122

A RESOLUTION AUTHORIZING THE PERTINENT OFFICIALS OF THE CITY OF HOLLYWOOD TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND FLORIDA EAST COAST RAILWAY COMPANY, RE: PUBLIC ROAD AND SIDEWALK CROSSING AT MONROE STREET, IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREIN CONTAINED.

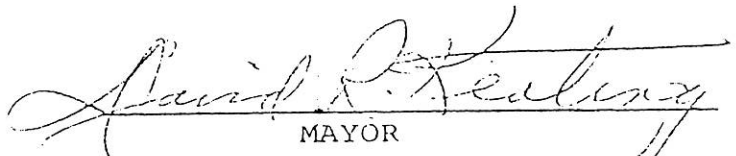
WHEREAS, after due consideration, the City Commission of the City of Hollywood deems it in the public interest to execute the agreement between the CITY OF HOLLYWOOD and FLORIDA EAST COAST RAILWAY COMPANY in accordance with the terms and conditions contained therein,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

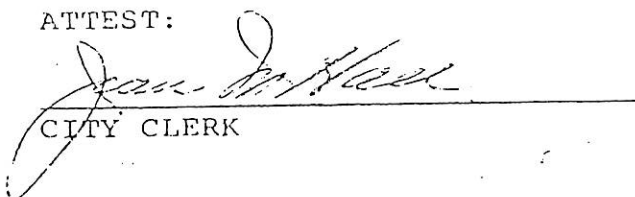
Section 1: That the pertinent officials of the City of Hollywood be and they are hereby authorized to execute the agreement between the CITY OF HOLLYWOOD and FLORIDA EAST COAST RAILWAY COMPANY, re public road and sidewalk crossing at Monroe Street, in accordance with the terms and conditions contained therein.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 7 day of June, 19 72.


MAYOR

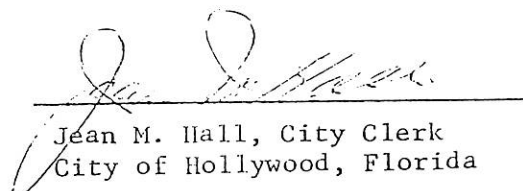
ATTEST:


CITY CLERK

This Instrument Prepared By:
E. L. DAVID, CITY ATTORNEY
POST OFFICE BOX 2207
HOLLYWOOD, FLORIDA 33022

I, Jean M. Hall, duly appointed City Clerk of the City of Hollywood, Florida do hereby certify that the foregoing is a true and correct copy of Resolution No. R-72-122 passed and adopted by the City Commission of the City of Hollywood and was in full effect as of June 7, 1972.

Dated this 14 day of June, 1972.


Jean M. Hall, City Clerk
City of Hollywood, Florida

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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, but not arising from the sole negligence of said Railway, its officers or employees, and 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 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 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, at its cost and expense, shall obtain and keep in effect until acceptance of all of the work under this construction by City of Hollywood, Florida, insurance policy or policies 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. So long as such insurance so approved by representatives of Florida East Coast Railway Company shall remain in full force and effect within the limits specified in the foregoing indemnity paragraph, Contractor and any subcontractor shall stand relieved of liabilities upon the indemnities to Florida East Coast Railway Company specified in the foregoing paragraph.

S. 21 ST

Street

NORTH LIMIT OF FUTURE
RIGHT-OF-WAY

SOUTH LIMIT OF FUTURE
RIGHT-OF-WAY

MONROE STREET

N.B. MAIN TRACK

S.B. MAIN TRACK

FLORIDA EAST COAST RAILWAY COMPANY
OFFICE OF INDUSTRIAL DEVELOPMENT
1700 BROAD ST. S.W.
ST. AUGUSTINE, FLORIDA

Hollywood, FLA. IN
Public Road & Sidewalk Crossing for:
City of Hollywood (Monroe Street)

SCALE 1" = 20' DATE 10/23/70
PLAN 349 + 169'

