

THIS LICENSE AGREEMENT, Made and entered into in duplicate this 9
day of NOVEMBER, 1977, by and between the FLORIDA EAST COAST RAILWAY
COMPANY, ADDRESS: Post Office Drawer 1048, St. Augustine, Florida 32084, a Florida
corporation, hereinafter called "RAILWAY", and CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

(ADDRESS: Post Office Box 2207, 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 agree-
ments herein contained to be performed and kept by the Second Party, does hereby give
and license unto said Second Party the right and privilege to use as a crossing for
public road crossing purposes only, that part of the right-of-way and property of the
RAILWAY at the location described as follows:

A parcel of land measuring 70 Feet northerly and southerly by 100 Feet easterly and
westerly with longitudinal centerline of said parcel intersecting the centerline of
the Railway's main track at a point 1,410 Feet, more or less, southerly from the
Railway's Mile Post No. 348, as measured from Jacksonville, Florida.

All as shown on the Railway's Plan 550 [MP 348 + 1410'] dated May 23, 1975, revised
June 23, 1977, attached hereto and made a part hereof by this reference.

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 2 hereof, or until terminated as hereinafter provided.

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

1. That said crossing shall be used for public road crossing purposes only across the Railway's right-of-way and tracks, and except as herein provided, 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 of writing of the Railway.

2. 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 terms or of any renewals thereof, this Agreement shall be considered as renewed unless sixty (60) days' written notice of the termination of same has been or is given by the Railway and shall continue in effect from year to year, subject to the same terms and conditions as herein contained.

3. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the herein contained 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, repossess, and remove the same if it shall elect to do so.

4. The Second Party hereby grants unto the Railway the 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.

5. The Second Party agrees that it will, at its sole cost and expense, furnish all materials, labor, and equipment required for and shall perform all work in connection with construction, widening, improving, extending, and present and future maintenance of said crossing from right-of-way line to right-of-way line of the as herein described. This will include the portions of the crossing over and across the Railway's existing tracks and over and between the ties therein, however, the Railway reserves the right to perform the installation and maintenance work on said timber flangeway portion of said crossing over the track structure, all expense of which shall be borne by the Second Party. The Railway shall provide a flagman at the herein described crossing while work is being performed by the Second Party thereat under the provisions of this Agreement, all of which expense shall be borne by the Second Party.

6. The Second Party agrees, acknowledges, and understands that the Railway reserves the right to make any desired changes at any future time in its existing tracks or other facilities, including the installation, maintenance, and operation of any additional track or tracks or other facilities on its right-of-way at said described location. The Second Party agrees to bear the total expense of any such changes or additions to the pavement, signalization, and timber flangeways at said crossing required by such changes or additions made by the Railway whether required by law, order of any public authority, done voluntarily by the Railway, or requested by the Second Party. Actual installation of such changes or additions will be divided between the Railway and the Second Party in accordance with Paragraphs 5 and 7.

7. It is agreed that the grade crossing herein described shall be protected by automatic crossing protection devices. The Railway shall furnish all materials, labor, and equipment for the installation of said automatic crossing protection devices at the sole cost and expense of the Second Party. The said automatic crossing

protection devices shall be owned and maintained by the Railway at all times until it is agreed between the parties hereto that the signals are no longer needed or other legal requirements imposed which shall eliminate or substantially change the operation of said signals thereat. The Second Party shall pay unto the Railway the annual maintenance cost of maintaining said automatic crossing protection devices as provided by the Florida Department of Transportation's "SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING PROTECTION DEVICES" as may be amended, said sum for annual maintenance currently being \$ 980.00.

8. The 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 the Second Party. Such facilities are to be approved by the Railway and any other governing bodies having jurisdiction thereover. The operation of these facilities shall be subject at all times to the approval of such representatives and authorities.

9. The Second Party shall have the further right to synchronize its traffic signals with the Railway's automatic crossing protection devices and motion detectors at the herein described location, whenever traffic lights are installed on adjacent or nearby street intersections. Installation and maintenance of the circuits will be at the expense of the Railway, however, it is mutually understood and agreed that the Second Party shall maintain its traffic signals and the Railway shall maintain the track circuits for control of the traffic signals. All plans and details for such installations are to be approved by the Chief Engineer of the Railway.

10. 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 the herein described location at the sole cost and expense of the Second Party.

11. The Second Party further covenants to pay, either directly or upon bills presented unto Second Party by the Railway within thirty (30) days after presentation of the same, all bills for electricity for the lighting and illumination of said crossing.

12. 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 the Second Party's use of the crossing as herein described, the Second Party shall remove, at its entire cost and expense, said road and all improvements placed upon the Railway's right-of-way and restore the ground to its original condition.

13. 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 two hundred (200) feet of said crossing or arising out of the existence of said crossing.

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

15. The Second Party further covenants and agrees that it will include in any contract which it may let 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."

16. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any future changes or modifications of this Agreement must be in writing and signed by both parties.

18. That after the timber flangeways are installed, as well as said automatic crossing protection 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 the 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 to SECOND PARTY being hereby estimated to be Thirty-Nine Thousand One Hundred and Forty-Five Dollars (\$39,145.00), not including the cost of a flagman.

IN WITNESS WHEREOF, the 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 officers thereunto lawfully authorized.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

FLORIDA EAST COAST RAILWAY COMPANY,
a Florida corporation,

M. B. Fitch

BY H. L. Harrison (seal)
President

S. E. Mathews
Witnesses as to Railway

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

Walter W. Linder
Steve Rubin
Witnesses as to Second Party

BY David R. Keating (seal)

ATTEST Betty S. Desiring
City Clerk

APPROVED: [Signature]
Finance Director

APPROVED AS TO FORM AND CONTENT:
[Signature]
City Attorney

1/23/78

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RESOLUTION NO.

¹⁵
R-77-149 *Betty R. Desimone* 77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING AND DIRECTING EXECUTION OF THE LICENSE AGREEMENT BETWEEN THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CITY OF HOLLYWOOD, FLORIDA, IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED THEREIN

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

The appropriate officials of the City of Hollywood are authorized and directed to execute the License Agreement between the FLORIDA EAST COAST RAILWAY COMPANY and the CITY OF HOLLYWOOD, in accordance with the terms and conditions contained in the attached agreement.

PASSED AND ADOPTED this 9th day of November, 1977.

David R. Keating
MAYOR

ATTEST:

Betty R. Desimone
CITY CLERK

INSURANCE FOR BENEFIT OF FLORIDA EAST COAST RAILWAY COMPANY
TO BE OBTAINED AND 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 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 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 Chief Engineer 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.

**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 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 (5) 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 (100) 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 (100) feet of said areas.



REVISED MOE 6/23/77.

HOLLYWOOD
RECEIVED 10:50 5-23-75

HOLLYWOOD: Estimated cost for widening Johnson Street, MP 348 + 1410'.

MAINTENANCE OF WAY DEPARTMENT

	<u>COST</u>
Remove old flangeway timbers	\$ 500.00
Install 59-foot modified type G crossing	2,271.50
Engineering and supervision	400.00
Miscellaneous and contingencies	128.50
	<u>\$ 3,300.00</u>

SIGNAL DEPARTMENT

Canilever flashing light signal assemblies	\$12,000.00
Gate arms	1,190.00
Control cabinet changes	10,100.00
Concrete material	780.00
Foundations	804.00
Underground cable	901.00
Labor	4,610.00
Supervision	540.00
Gang expenses	1,220.00
Rental of trucks	330.00
Rental of trencher	450.00
Rental of boring machine	500.00
Railroad retirement	670.00
Freight and handling	1,250.00
Engineering and contingencies	500.00
	<u>\$34,845.00</u>

TOTAL ESTIMATED COST

\$39,145.00