# NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND FLORIDA POWER & LIGHT COMPANY FOR INSTALLATION OF UTILITY LINES AND FACILITIES AT FORT LAUDERDALE EXECUTIVE AIRPORT (PARCELS B, C AND D)

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this "Master License") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation ("Licensor") and Florida Power & Light Company, a Florida corporation ("Licensee") with the joinder and consent of First Industrial Harrisburg, L.P., a Delaware limited partnership ("Prime Tenant") and Amazon.Com Services LLC, a Delaware limited liability company ("Sub-Tenant") (Prime Tenant and Sub-Tenant are collectively referred to as "Tenant").

# WITNESSETH:

WHEREAS, Licensee desires to obtain a non-exclusive license for the construction, installation, operation, maintenance, repair, removal and replacement of designated underground and overhead utility lines and facilities, and the equipment appurtenant thereto, on certain premises located at the Fort Lauderdale Executive Airport ("Airport") owned by and under the control and supervision of Licensor, as more particularly shown and described on attached Exhibit "A" ("Licensed Premises"); and

**WHEREAS**, Licensor desires to provide a non-exclusive license to Licensee for the Licensed Premises for such purposes; and

**WHEREAS**, Resolution No. \_\_\_\_\_ authorizes Licensor's City Manager to execute this Master License.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the agreements and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Licensee and Tenant hereby agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by this reference.
- 2. Licensor in consideration of the sum of One Dollar and other good and valuable consideration paid by Licensee, the receipt and sufficiency of which are hereby acknowledged by Licensor, hereby grants unto Licensee, at its sole cost and expense, or at the cost and expense of the current Tenant or its successors and/or assigns, a nonexclusive license and privilege to enter upon the Licensed Premises, as well as those other portions of the Airport available to the public, for the construction (subject to Licensor's prior review and approval as set forth in Paragraph 3 below), installation, operation, maintenance, repair, removal, and replacement of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, towers, cables, conduits, anchors, guys, and equipment associated therewith,

attachments and appurtenant equipment for communication purposes for the benefit of the Tenant, and/or its successors and/or assigns, of the Licensed Premises (collectively, the "Facilities"), over, under, in, on, upon and across the Licensed Premises; together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such Facilities or any part of them upon, across, over or under the Licensed Premises with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Licensed Premises and on Airport lands adjoining the Licensed Premises that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, and with the full and free right of ingress and egress upon the Airport and the Licensed Premises (subject to any security or other requirements reasonably required by Licensor or the Federal Aviation Administration ("FAA")) for personnel and equipment of Licensee, its contractors, agents, successors or assigns over the adjoining Airport lands, for the purpose of exercising and enjoying the rights granted by this Master License; provided, however, for any maintenance or operational activities associated with the Facilities after their initial installation, and except for emergencies associated with the Facilities, Licensee shall first notify the Airport Manager and Licensee's Facilities Management Division regarding the proposed activities to determine that the activities will not adversely impact the Airport's operations. Upon the construction and installation of the Facilities, Licensee shall have full ownership of the Facilities installed by Licensee within, on, or under the Licensed Premises, and shall have the exclusive responsibility for maintaining its Facilities for the duration of this Master License. Notwithstanding the foregoing, Tenant's obligation under this Master License shall terminate on either ("Master License Expiration Date"): (i) the expiration date or termination of the Ground Lease (as hereinafter defined on the Joinder and Consent page for Prime Tenant); or (ii) the date specified by written notice from Prime Tenant to Licensor and Licensee, which date shall be no sooner than the expiration date or termination date of the Lease Agreement dated as of December 21, 2020 between Prime Tenant and Sub-Tenant (as may be amended, "Sublease"). Prime Tenant shall send written notice to Licensee and Licensor at least thirty (30) days prior to the Master License Expiration Date specifying the exact Master License Expiration Date. Upon Licensee's receipt of such written notice, this Master License shall terminate on the Master License Expiration Date set forth in such notice, whereupon each party hereto shall be relieved of all terms, conditions, provisions, covenants, promises, requirements, obligations and duties contained herein (except for the indemnity in favor of Licensor as provided below in Section 8), and Licensee, at Licensee's option, may either remove at Tenant's cost, and at no cost or expense to Licensor or Licensee, or abandon in place (in accordance with applicable laws), all or some of the Facilities installed by Licensee under this Master License. Further, at the time this Master License becomes terminated, Licensee, in its sole and exclusive option, may elect to discontinue service only to the Licensed Premises (and not otherwise at the Airport) using the Facilities installed by Licensee hereunder at the termination of this Master License, unless the then owner (and/or tenant, if applicable) of the Licensed Premises would like to continue electric service to the Licensed Premises using the Facilities installed by Licensee hereunder and grants Licensee, without cost to Licensee, Licensor, or Tenant, a new easement or license agreement on a form mutually acceptable to the parties to provide such continued electric service to the Licensed Premises using the Facilities installed by Licensee hereunder, absent which Licensee, in its sole and exclusive option, may elect to discontinue electric service to the Licensed Premises without liability to Licensee. Any new

license(s) of the Facilities is subject to the consent and approval of the City Commission of Licensor subject to such terms and conditions as approved by the City Commission and Licensee. In the event Licensee elects to remove all or some of the Facilities installed by Licensee under this Master License upon the Master License Expiration Date, Licensee shall provide at least thirty (30) days advance written notice to Prime Tenant and Licensor of Licensee's intent to remove the Facilities and a proposal for the costs to remove such Facilities if so elected by Licensee. Licensee will remove all or some of the Facilities in a manner which will not unreasonably disturb or interfere with airport operations as determined by the Airport Manager in his commercially reasonable discretion; whereupon Licensee shall have up to forty-five (45) days after the Master License Expiration Date ("Removal Period") to remove the Facilities and Licensee shall have the right to temporarily continue to access the Licensed Premises during the Removal Period for the purposes of removing the Facilities; and after such removal, Licensee shall restore the Licensed Premises to as near as the same condition as it existed immediately prior to such removal of the Facilities as practicable using a commercially reasonable standard.

- 3. Licensee agrees to consult with Licensor's Planning Division and Licensor's Facilities Management Engineering & Construction Division prior to commencement of any installation of any Facilities contemplated by this Master License in order for Licensee to obtain Licensor's approval of the Facilities that includes improved wind resistant technologies for the installed poles and power lines and Licensee's compliance with crane heights for installation and repair work, as well as the approval of the FAA, if FAA approval is required for the project.
- 4. This Master License is granted upon the express condition that Licensee will restore or cause to be restored facilities or the surface of the Airport land, including paving, curbs, landscaping and other improvements, to substantially their original condition after each act of installation, construction, maintenance, repair or replacement by Licensee.
- 5. There is hereby reserved to Licensor, its successors and assigns, for the use and benefit of Licensor, a right to flight for the passage of aircraft in the air space above or about the surface of the Licensed Premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from, or operating on the Licensed Premises or Facilities subject to this Master License.
- 6. Licensee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects, or natural growth and other obstructions to be located or used as authorized herein on the Licensed Premises to such height so as to comply with FAA Regulations, including, but not limited to, 14 C.F.R. Part 77, and with the applicable County or City code, whichever is more restrictive, as same may be amended from time to time. Licensee shall comply with all federal, state and local laws, rules, regulations and ordinances related to the Airport including, without limitation, environmental laws and regulations.
- 7. Licensee expressly agrees for itself, its successors, and assigns, to prevent any use of the Licensed Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard as determined by the Airport Director in his sole discretion.

- 8. Licensee shall indemnify and hold Licensor harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this Master License to Licensee, construction and/or installation of the Facilities or the use, operation, maintenance and/or activities of Licensee, including without limitation, any vendors, contractors, subcontractors or agents of Licensee, under this Master License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of Licensor and/or its employees acting within the course and scope of their employment. Licensee shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of Licensor, when applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon. Notwithstanding the foregoing, in no event shall Licensee be liable for special, punitive or consequential damages. The indemnification obligations set forth herein shall survive termination of this Master License for a period coincident with the statute of limitations period applicable to the offending act, omission or default and is not limited by any insurance coverage for the offending act, omission or default.
- 9. In the event that Licensor upon ninety (90) days written notice, requires that the Facilities or uses authorized, constructed and/or installed as permitted by this Master License be relocated to some other location whether on or off the Airport as a result of the present or future operation of the Airport, such relocation shall be accomplished by Licensee at the sole cost and expense of the Tenant if such relocation is necessary to benefit the Licensed Premises or at the expense of the Licensor if such relocation is necessary for the general benefit of the Airport. This Master License shall thereupon be terminated and be of no further force and effect. Licensor shall grant a substitute license to the extent that the Facilities may be partially or fully relocated to any other portion of the Airport property with the joinder and consent of the applicable Tenant.
- 10. In the future, Licensor and Licensee, upon a mutual written agreement signed by both Licensor and Licensee, may amend attached <u>Exhibit A</u> to include additional Licensed Premises within the scope of this Master License, subject to the written consent and joinder of the Tenant.
- 11. All notices required or permitted to be given under the terms and provisions of this Master License shall be in writing and shall be faxed, or hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

#### As to the Licensor:

Fort Lauderdale Executive Airport 6000 NW 21<sup>st</sup> Avenue Fort Lauderdale, Florida 33309 Attn: Airport Manager

# With copy to:

City of Fort Lauderdale 1 East Broward Blvd., Suite 1320 Fort Lauderdale, Florida 33301 Attn: City Attorney

## As to the Licensee:

Florida Power & Light Company Corporate Real Estate Department 700 Universe Boulevard Juno Beach, Florida 33408

# With copy to:

Florida Power & Light Company General Counsel 700 Universe Boulevard Juno Beach, Florida 33408 Attention: Seth S. Sheitelman, Esq.

#### As to Tenant:

First Industrial Harrisburg, L.P.

Attn: Bradley Kluever, Senior Regional Director/Market Leader

347 N River Drive E, Suite 602

Fort Lauderdale, Fl 33301

Copy by email only to: <u>Legal.Notices@firstindustrial.com</u>

# With a copy to Sub-Tenant:

Amazon.Com Services, LLC

c/o Amazon.com, Inc.

Attention: Real Estate Manager (NA Ops: DFH1)

Attention: General Counsel (Real Estate (NA Ops): DFH1)

Attention: NA Ops Asset Management (DFH1)

# Each with an address of:

410 Terry Ave. N

Seattle, WA 98109-5210

or to such other address as may hereafter be provided by the parties in writing. Notices by nationally recognized overnight delivery service or hand delivery shall be deemed given upon receipt or refusal of delivery.

- 12. The individuals and entities executing below represent and warrant their corporate authority to execute this Master License, bind the respective entities hereto, and perform their obligations hereunder.
- 13. This Master License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 14. This Master License is subject to the reservations, rights, covenants and conditions set forth in that Deed recorded in Deed Book 579, Page 130, of the Public Records of Broward County, Florida ("**Deed**") in favor of the United States of America and any amendments or

modifications thereof. This Master License is also subject to any and all easements, reservations and restrictions of record as of the date of this Master License.

- 15. Nothing herein shall be deemed a waiver sovereign immunity in favor of the Licensor.
- 16. If any part of this Master License shall be deemed unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Master License and the balance of this Master License shall remain in full force and effect.
- 17. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MASTER LICENSE.
- 18. This Master License shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Master Licenses or any controversies or legal problems arising out of this Master License or any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Broward County, Florida.
- 19. This Master License may be recorded in the public records of Broward County, Florida at Licensee's or Tenant's expense.
- 20. Licensor reserves the right to enter upon the Licensed Premises at any time and Licensee shall notify its employees, agents, contractors, subcontractors, licensees and invitees accordingly.
- 21. Licensee shall have no power or authority to place any liens or encumbrances of any kind or character upon the right, title or interest of Licensor. Licensee shall be responsible for the satisfaction or payment for any Licensee work, labor, material or services claiming by, through or under the Licensee.

(Signatures appear on following pages)

IN WITNESS WHEREOF, Lice behalf of Licensor as authorized by Reso	nsor has caused this Master License to be executed on lution No
ATTEST:	<b>Licensor</b> : City of Fort Lauderdale, a Florida municipal corporation
David R. Soloman, City Clerk	Susan Grant, Acting City Manager
	Approved as to form and correctness: Thomas J. Ansbro, City Attorney
	By: Lynn Solomon, Esq. Assistant City Attorney
ACK!	NOWLEDGEMENT
COUNTY OF	
presence or $\square$ online notarization, this Grant, Acting City Manager of the City of behalf of the City of Fort Lauderdale.	acknowledged before me this by means of $\square$ physical day of, 2024, by Susan of Fort Lauderdale, a municipal corporation of Florida on She is $\square$ personally known to me to be the person who who has produced
IN WITNESS WHEREOF, I heren	unto set my hand and official seal.
	NOTARY PUBLIC, STATE OF FLORIDA Name (Print):  Commission No.:  My Commission Expires:

IN WITNESS WHEREOF, Licensee has accepted the same under the conditions stated herein, on the date set forth below.

	Licensee: Florida Power & Light Company, a Florida corporation
	By Name Title
ACKNOWLE STATE OF FLORIDA COUNTY OF	<u>DGEMENT</u>
The foregoing instrument was acknowledge or   online notarization, this day of	ged before me by means of □ physical presence , 2024, by
as of Florida Power & I of Florida Power & I subscribed to the foregoing instrument or □ who identification.	personally known to me to be the person who
IN WITNESS WHEREOF, I hereunto set n	ny hand and official seal.
	NOTARY PUBLIC, STATE OF FLORIDA Name (Print): Commission No.:
	My Commission Expires:

### JOINDER AND CONSENT

Comes now, First Industrial Harrisburg, L.P., a Delaware limited partnership as the current tenant of Parcels B, C and D ("Tenant") under a long term Lease Agreement with the City of Fort Lauderdale dated June 20, 2019, as may be amended, (the "Ground Lease"), joins in and consents to the Non-Exclusive Master Utility License Agreement by and between the City of Fort Lauderdale ("Licensor") and Florida Power & Light Company ("Licensee") for Installation of Utility Lines and Facilities at Fort Lauderdale Executive Airport (the "Agreement"). Tenant consents to the installation, operation, maintenance, repair, removal and replacements of designated underground and overhead utility lines and facilities and equipment appurtenant thereto on the property described in the Agreement ("Licensed Premises"), agrees to abide by the terms and conditions of the Agreement and shall assume all obligations under the Agreement related to or arising from the actions or activities of the Tenant and shall provide such access as reasonable and necessary for the beneficial use and enjoyment by Licensee of the Licensed Premises. Further, Tenant shall cooperate and coordinate with the City of Fort Lauderdale certain activities related to the design, permitting, installation, maintenance, removal and replacement of underground overhead utility and facilities and equipment appurtenant thereto.

permitting, installation, maintenance, removal facilities and equipment appurtenant thereto.	and replacement of underground overhead utility and
	<b>Prime Tenant:</b> First Industrial Harrisburg, L.P., a Delaware limited partnership
	By: First Industrial Harrisburg Corporation, a Maryland corporation, its general partner
	By: Print Name: Print Title:
	WLEDGEMENT
STATE OF FLORIDA COUNTY OF	
online notarization, this day of of First Industrial Harpartner of First Industrial Harrisburg, L.P., a D Harrisburg Corporation, the general partner of	edged before me by means of $\square$ physical presence or $\square$ , 2024, by as rrisburg corporation, a Maryland corporation, the general belaware limited partnership on behalf of First Industrial First Industrial Harrisburg, L.P. He/She is $\square$ personally ed to the foregoing instrument or $\square$ who has produced eation.
IN WITNESS WHEREOF, I hereunto set	my hand and official seal.
	NOTARY PUBLIC, STATE OF FLORIDA Name (Print): Commission No.: My Commission Expires:

#### JOINDER AND CONSENT

Comes now, Amazon.Com Services LLC, a Delaware limited liability company, as the current sub-tenant of Parcels B, C and D ("Sub-Tenant") under a long-term Lease Agreement dated as of December 21, 2020 with First Industrial Harrisburg, L.P., a Delaware limited partnership, joins in and consents to the Non-Exclusive Master Utility License Agreement by and between the City of Fort Lauderdale ("Licensor") and Florida Power & Light Company ("Licensee") for Installation of Utility Lines and Facilities at Fort Lauderdale Executive Airport (the "Agreement"). Sub-Tenant consents to the installation, operation, maintenance, repair, removal and replacements of designated underground and overhead utility lines and facilities and equipment appurtenant thereto on the property described in the Agreement ("Licensed Premises"), agrees to abide by the terms and conditions of the Agreement and shall assume all obligations under the Agreement related to or arising from the actions or activities of the Sub-Tenant and shall provide such access as reasonable and necessary for the beneficial use and enjoyment by Licensee of the Licensed Premises. Further, Sub-Tenant shall cooperate and coordinate with the City of Fort Lauderdale certain activities related to the design, permitting, installation, maintenance, removal and replacement of underground overhead utility and facilities and equipment appurtenant thereto.

replacement of underground overnead utility and i	facilities and equipment appurtenant thereto.
	Sub-Tenant: Amazon.Com Services LLC, a Delaware limited liability company
	By:
	Print Name:
	Print Title:
ACKNOWLE	<u>DGEMENT</u>
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknowledged or online notarization, this as	ged before me by means of $\square$ physical presence day of, 2024, by of Amazon.Com
Services LLC, a Delaware limited liability comp He/She is $\Box$ personally known to me to be the perso $\Box$ who has produced	any on behalf of Amazon.Com Services LLC. on who subscribed to the foregoing instrument or
IN WITNESS WHEREOF, I hereunto set m	ny hand and official seal.
	NOTARY PUBLIC, STATE OF FLORIDA Name (Print): Commission No.: My Commission Expires:
	My Commission Explics

## Exhibit A

# **Licensed Premises**

#### **EXHIBIT** A

A FLORIDA POWER & LIGHT EASEMENT IN SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING A PORTION OF LOT 6, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, PLAT BOOK 63, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 6;
THENCE ALONG THE EAST LINE OF SAID LOT 6, NO1'45'00"W FOR 155.87 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUE ALONG SAID EAST LINE, NO1'45'00"W FOR 10.00 FEET; THENCE \$87'44'48"W FOR 61.23 FEET; THENCE \$42'44'48"W FOR 8.76 FEET; THENCE \$88'07'36"W FOR 37.33 FEET; THENCE \$01'52'24"E FOR 26.67 FEET; THENCE \$88'07'36"E FOR 42.05 FEET; THENCE \$02'15'13"W FOR 17.10 FEET; THENCE \$42'44'48"E FOR 8.20 FEET; THENCE \$87'44'48"E FOR 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,773 SQUARE FEET (0.041 ACRES), MORE OR LESS.

#### NOTES:

 THIS DESCRIPTION IS BASED ON THE PLAT OF FORT LAUDERDALE INDUSTRIAL AIRPARK—SECTION 2, PLAT BOOK 63, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND INSTRUCTIONS FROM THE CLIENT.

NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

ABBREMATIONS:

P.O.C. - POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

P.B. - PLAT BOOK

PG. - PAGE

U.E. - UTILITY EASEMENT

FPL - FLORIDA POWER & LIGHT

 BEARINGS ARE BASED ON NO1'45'00"W (PLAT) ALONG THE EAST LINE OF LOT 6, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, PLAT BOOK 63, PAGE 8.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.

THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

REVISIONS:

6/16/23 REVISED PER 6/14/23 COMMENTS

8/21/23 REVISED PER 8/16/23 COMMENTS

E-Mail: info@brown-phillips.com

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)—615—3988, 615—3991 FAX

JOHN E. PHILLIPS, III PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA No. 4826 DATE:

FPL EASEMENT 6320 NW 12th AVENUE FT. LAUDERDALE, FLORIDA (THIS IS NOT A SURVEY)

