

**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**

THIS NON-EXCLUSIVE MASTER UTILITY LICENSE AGREEMENT (this “**Master License**”) is entered into as of this ____ day of _____, 2018, by and between the City of Fort Lauderdale (“**Licensor**”), a Florida municipal corporation and Florida Power & Light Company, a Florida corporation (“**Licensee**”).

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**”);

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 issue and execute a standard utilities license for properties at the Airport.

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 and Licensee 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, 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 current tenant 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 Licensee 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.

3. Licensee agrees to consult with Licensors’ Planning Division and Licensors’ Facilities Management Engineering & Construction Division prior to commencement of any installation project contemplated by this Master License in order for Licensee to obtain Licensors’ approval of the project 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 Licensors, its successors and assigns, for the use and benefit of Licensors, 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.

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 Manager in his sole discretion.

Licensee shall indemnify and save Licensors 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 or the use and activities of Licensee under this Master License, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence of Licensors 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 Licensors, when applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney fees which may issue thereon. Licensee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the Licensors, Licensee shall assume and defend not only itself but also the Licensors in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to Licensors, provided that the Licensors (exercisable by the Licensors's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Non-Exclusive Master Utility License Agreement 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.

8.

9. In the event that Licensors 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 benefiting entity. This Master License shall thereupon be terminated and be of no further force and effect. Licensors 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.

10. In the future, Licensors and Licensee, upon a mutual written agreement signed by both Licensors and Licensee, may amend attached Exhibit A to include additional Licensed Premises within the scope of this Master License.

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 Licensors:

Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309

Attn: Airport Manager

With copy to:

City of Fort Lauderdale
100 N. Andrews Avenue
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.

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.

(Signatures appear on following pages)

IN WITNESS WHEREOF, Licenser has caused this Master License to be executed on behalf of Licenser as authorized by Resolution No. _____.

ATTEST:

City of Fort Lauderdale, a Florida municipal corporation

Jeffrey A. Modarelli, City Clerk

Lee R. Feldman, City Manager

Approved as to form:

Alain E. Boileau, Interim City Attorney

By: _____
Lynn Solomon
Assistant City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, on behalf of the City of Fort Lauderdale, personally known to me to be the person who subscribed to the foregoing instrument or each who has produced _____, as identification.

IN WITNESS WHEREOF, I hereunto 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 _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

On this ____ day of _____, 2018 before me, the undersigned notary public, personally appeared _____, as _____ of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): _____
Commission No.: _____
My Commission Expires: _____

Licensed Premises

