

Return recorded copy to:  
Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document reviewed by:  
Maya Moore  
Assistant County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, FL 33301

**NOTICE: ALL HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE BURDENED PROPERTY SET FORTH IN EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE BURDENED PROPERTY.**

### **REVOCABLE LICENSE AGREEMENT**

This agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, G. Proulx Building Products, LLC ("Licensee"), a Florida limited liability company, Florida East Coast Railway, L.L.C., ("FEC") a Florida limited liability company, and City of Fort Lauderdale ("City"), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

### **RECITALS**

A. FEC is the owner of property described in the attached Exhibit A ("Burdened Property").

B. On February 21, 2017, FEC entered into a Real Estate Lease with Sheridan Partnership, LTD. ("Sheridan"), a Florida Limited Partnership, as amended by the Amendment to Real Estate Lease dated October 4, 2017 ("Lease"). A copy of the recorded Memorandum of Lease is attached as Exhibit B.

C. On December 14, 2017, Sheridan, with FEC's consent, assigned its right, title and interest in the Lease to Licensee ("Assignment") a copy of which is attached as Exhibit C.

D. Under the Lease, Licensee is obligated to maintain the Burdened Property and cause it to comply with applicable County and City zoning and trafficways regulations.

E. The term of the Lease began on June 30, 2017 and will continue for fifteen (15) years with the option to renew for three (3) additional terms of five (5) years each.

F. The portion of right-of-way on South Andrews Avenue that is adjacent to the Burdened Property ("Revocable License Area"), and identified on the attached Exhibit D, is functionally classified as a County road and under County's control.

G. Both the Burdened Property and Revocable License Area are within City's municipal boundary.

H. Licensee has designed and constructed an industrial warehouse building within the City's municipal limits. As part of the development, City has required Licensee to install landscaping within the County's right-of-way.

I. Licensee seeks and County is amenable to Licensee's nonexclusive access and use of the Revocable License Area.

J. City, through formal action of its governing body taken on the \_\_\_\_ day of \_\_\_\_\_, 2019, has accepted responsibility for the ongoing maintenance and repair of the Revocable License Area under the terms of this Agreement, should Licensee fail to comply with this Agreement.

K. City has authorized the appropriate municipal officers to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence upon the Effective Date and shall continue until this Agreement is terminated as provided for in Paragraph 10 below.

2. USE OF REVOCABLE LICENSE AREA. County hereby grants to Licensee a revocable license for nonexclusive access and use of the Revocable License Area only for the purpose designated below (the "Improvements"), and for the use described in the attached Exhibit E (the "Licensed Use"), including ongoing maintenance and repair of the Improvements. The Improvements must meet County's Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction. Other than for the purposes identified in this Agreement, Licensee must not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee must also not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW**

☐ Overflow parking in excess of the minimum of off-street parking required by Chapter 39, Broward County Code of Ordinances, or the applicable municipal minimum of off-street parking requirements.

- ☐ A sign that is permitted under applicable municipal/unincorporated sign ordinances and laws.
- ☒ Additional landscaping and irrigation in excess of that required by Chapter 39, Broward County Code of Ordinances, or applicable municipal minimum landscaping requirements or as a condition of any special exception or variance.
- ☐ Other (explain): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.1 Licensee shall submit plans and specifications for the installation together with specifications and a schedule for the ongoing maintenance of the Improvements to the Broward County Highway Construction and Engineering Division ("HCED") at least thirty (30) calendar days before installation, and must not install the Improvements until a permit is issued by HCED. Licensee shall ensure that the landscaping plans: a) incorporate a minimum of fifty percent (50%) native species by plant types (e.g. canopy tree, palm tree, and shrub), and b) provide for the ongoing maintenance of the Improvements in accordance with the requirements described in Exhibit E, and in compliance with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

2.2 Within five (5) calendar days after installation of all the Improvements, Licensee shall notify the Director of the HCED (the "Director") that the Improvements are installed. The Director may, in his or her sole discretion, require Licensee to reinstall or remove any or all of the Improvements if the Improvements fail to comply with this Agreement or the approved plans and specifications.

2.3 County, its agents, or authorized employees, shall continue to have unimpeded and unrestricted access to the Revocable License Area at all times for all purposes including to examine and determine if Licensee is properly using and maintaining the Revocable License Area under the terms and conditions of this Agreement.

2.4 Any removal or replacement of the Improvements by Licensee requires the prior submittal of plans and specifications and a permit is issued by HCED, consistent with the requirements under Paragraphs 2.1 and 2.2, above.

2.5 Licensee shall keep the Revocable License Area clean, sanitary, and free from trash and debris. Licensee specifically agrees to install, maintain, and repair the Improvements in strict accordance with the approved plans and specifications and in a manner that will not pose a hazard to persons or vehicles on any adjacent property.

2.6 During the term of the Lease, if Licensee fails to perform or comply with any terms or conditions of this Agreement, and upon Licensee's, FEC's, and City's receipt of written notice from the Director of the same, City will immediately assume Licensee's responsibilities and obligations for the ongoing maintenance, repair, and replacement of the Improvements. City, at its sole cost, will then have thirty (30) calendar days to return the Revocable License Area to a condition acceptable to the County as determined in the sole discretion of the Director. County shall not be obligated to proceed against Licensee, FEC, or City, or exhaust any other remedies it may have against Licensee, FEC, or City prior to enforcing City's obligations under this Paragraph 2.6.

2.7 The obligations of Licensee as set forth in this Agreement may be performed by Licensee, FEC, or City through its employees, or either party may enter into a contract with a third party to perform the scope of services. If Licensee, FEC, or City contracts with a third party, each shall remain fully responsible hereunder and shall ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth in this Agreement.

3. COMPENSATION. No payment to County shall be made by any party for the privileges granted in this Agreement.

4. ASSIGNMENT. Neither this Agreement nor any right or interest shall be assigned, transferred, or encumbered without first providing County with written notice of assignment, transfer, or encumbrance at least fifteen (15) calendar days before its effective date. If notice is not provided within the time frame specified in this paragraph, FEC will immediately be responsible for, and assume Licensee's responsibilities and obligations under this Agreement including the ongoing maintenance, repair, and replacement of the Improvements without further action by the County.

5. DAMAGE TO REVOCABLE LICENSE AREA. Licensee must not by its access or use cause damage to the Revocable License Area. The Parties agree that all Improvements and personal property placed by Licensee upon the Revocable License Area shall remain the property of Licensee, and shall be placed upon the Revocable License Area at the sole risk of Licensee. Licensee shall give County prompt written notice of any occurrence, incident, or accident occurring on the Revocable License Area.

6. INDEMNIFICATION OF COUNTY. Licensee shall at all times indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of Licensee, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, Licensee shall upon written notice from County, defend

each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party. The obligations of this section shall survive the termination of this Agreement.

6.1 If a third party is contracted to perform any of Licensee's obligations under this Agreement, any contract with such third party shall include the following provisions:

6.1.1 Indemnification. Third party shall indemnify and hold harmless County, and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of third party, its current or former officers, employees, agents, servants or assigns, arising from relating to, or in connection with this Agreement. If any claim is brought against Indemnified Party, third party shall upon written notice from County, at its own expense, defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at County Attorney's option, pay for an attorney selected by County Attorney to defend Indemnified Party.

6.2 County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their respective agents or employees, subject to the statutory cap on liability as set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent by City to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.3 The provisions of this paragraph 6 shall survive the expiration or earlier termination of this Agreement.

## 7. INSURANCE.

7.1 For the duration of the Agreement, Licensee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit F in accordance with the terms and conditions of this article. Licensee shall maintain insurance coverage against claims relating to any act or omission by Licensee, its agents, representatives, employees, or any subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.2 Licensee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit F on all policies required under this article.

7.3 On or before the Effective Date or at least fifteen (15) calendar days before commencement of Licensed Use, Licensee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Licensee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) calendar days after County's request.

7.4 Licensee shall ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Licensee has been completed, as determined by Director. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) calendar days prior to the effective date of cancellation or modification, and at least ten (10) calendar days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Licensee shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

7.5 Licensee shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

7.6 If Licensee maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit F, County shall be entitled to any such broader coverage and higher limits maintained by Licensee. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Licensee.

7.7 Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit F and submit to County for approval at least fifteen (15) calendar days prior to the Effective Date or commencement of Licensed Use. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Licensee agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by

County, and Licensee agrees to obtain same in endorsements to the required policies.

7.8 Unless prohibited by the applicable policy, Licensee waives any right to subrogation that any of Licensee's insurers may acquire against County, and agrees to obtain same in an endorsement of Licensee's insurance policies.

7.9 Licensee shall require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

7.10 Licensee shall not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Licensee shall provide, within one (1) business day, evidence of each subcontractor's compliance with this section.

7.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit F, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Licensee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit F.

8. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. Licensee shall be solely responsible for all costs associated with the Licensed Use, including maintenance and repair, utility relocations, and costs for repairing any damage to the Revocable License Area or its adjacent right-of-way until termination.

9. SECURITY. (Check one)

☒ Licensee is obligated to maintain with the County adequate security in the form of a cash bond or letter of credit in the amount of Sixteen Thousand Dollars (\$16,000.00) to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Revocable License Area following termination.

☐ There is no obligation for security as part of this Agreement.

10. TERMINATION. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area. This Agreement may be terminated by County, through the Broward County Board of County Commissioners (the "Board"), with or without

cause and at any time during the term hereof, upon thirty (30) calendar days' written notice to Licensee, FEC, and City.

11. SURRENDER UPON TERMINATION. Licensee shall peaceably surrender its use of and deliver the Revocable License Area to County, or its agents, immediately upon termination of this Agreement.

Upon surrender, Licensee shall remove from the Revocable License Area, at Licensee's own expense, the Improvements placed upon it unless County, in writing, authorizes Licensee to leave the Improvements on the Revocable License Area. County shall have no obligation to move, reinstall, replace, or in any way compensate Licensee for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the Improvements, or the removal of the same by County upon failure of Licensee to restore the Revocable License Area. Following removal of the Improvements, Licensee agrees to restore the Revocable License Area to its original condition, or a condition acceptable to the County as determined in the sole discretion of the Director. Licensee shall repair or pay for any damage to County property resulting from the removal of the Improvements.

12. WAIVER. Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Paragraph 19 below.

13. NOTICES. In order for notice to a party to be effective under this Agreement, notice must be in writing, and sent via first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed in writing in accordance with this paragraph. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038  
Email: [rtornese@broward.org](mailto:rtornese@broward.org)

FOR LICENSEE:

G. Proulx Building Products, LLC.  
3275 SW 42<sup>nd</sup> Street  
Fort Lauderdale, FL 33312  
Email: [joev@joevinet.com](mailto:joev@joevinet.com)



For FEC:  
Florida East Coast Railway LLC – Legal Department  
7150 Philips Highway  
Jacksonville, FL 32256  
Email: [sandy.kelley@fecrwy.com](mailto:sandy.kelley@fecrwy.com)

FOR CITY:  
City Manager – City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
email: [clagerbloom@fortlauderdale.gov](mailto:clagerbloom@fortlauderdale.gov)

14. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.

15. COMPLIANCE WITH LAWS. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations related to the use of the Revocable License Area.

16. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement 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 Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

17. COVENANTS RUNNING WITH THE LAND AND RECORDATION OF AGREEMENT. Licensee's obligations under this Agreement shall be a covenant upon the Burdened Property and shall run with the Burdened Property to all succeeding owners. This covenant shall be subject to specific performance in addition to any and all other remedies available to County. This Agreement shall be recorded in the Public Records of Broward County, Florida, at Licensee's expense within ten (10) calendar days of the Effective Date. Upon termination of this Agreement, a document of equal dignity to this document acknowledging such termination shall be executed and recorded by County.

18. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

D:\CITY\Rev License\FEC.G.Prolux\2019-08-28 RLA\_FEC-G. Proulx.clean.doc

[THE REMAINDER OF THIS SECTION IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; G. Proulx Building Products, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same; Florida East Coast Railway, L.L.C. signing by and through its \_\_\_\_\_, duly authorized to execute same; and City of Fort Lauderdale, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Maya A. Moore (Date)  
Assistant County Attorney

\_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

LICENSEE  
G PROULX BUILDING PRODUCTS,  
LLC, a Florida limited liability company.

By \_\_\_\_\_  
JOCELYN VINET, President

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

---

Print/Type Name \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by JOCELYN VINET, as President of G. Proulx Building Products, LLC a Florida Limited Liability company, on behalf of the company. He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_.

---

Print name: \_\_\_\_\_

## FEC

13

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY, G. PROULX BUILDING PRODUCTS, LLC, FLORIDA EAST COAST RAILWAY, L.L.C., AND CITY OF FORT LAUDERDALE, FOR NON-EXCLUSIVE ACCESS AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

CITY

CITY OF FORT LAUDERDALE, a  
municipal corporation of Florida.

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

(SEAL)

By \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

Alain E. Boileau

By \_\_\_\_\_  
Robert B. Dunckel, Asst. City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Dean J. Trantalis**, Mayor of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2019, by **Christopher J. Lagerbloom**, CITY Manager of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

# **Exhibit "A"**

## **Legal Description of Burdened Property**

Parcel "X", PACIFIC LUMBER NO 1, according to the plat thereof, as recorded in Plat Book 70, Page 26, of the public records of Broward County, Florida, AND a portion of Block D-6, DIXIE CUTOFF Sections OF CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 6, Page 5, of the public records of Broward County, Florida, AND ALSO portions of vacated right-of-ways and the Alley lying adjacent thereto all more fully described as follows:

Beginning at the Northeast corner of said Parcel "X", thence South 11°09'54" East, on the West right-of-way line of South Andrews Avenue, being the East line of said Parcel "X" and Southerly extension thereof, a distance of 654.31 feet, thence South 89°09'06" West, on the former center line of now vacated SW. 32nd Street, a distance of 146.28 feet, thence South 11°09'54" East, on the West line of that certain 16.00 foot vacated Alley in said Block "D-6", a distance of 171.16 feet, thence South 89°09'06" West, on the South line of said lot 16 and 15, a distance of 112.60 feet, thence North 11°09'51" West, on the West line of said Lot 15 and Northerly extension, a distance of 171.16 feet, thence South 89°09'06" West, on the former centerline of now vacated SW 32nd Street, a distance of 152.54 feet, thence North 11°09'54" West, on the West line of said Parcel "X", being the East right-of-way line of the FEC Railroad, a distance of 342.37 feet, thence North 89°09'06" East, on the boundary of said Parcel "X", a distance of 3.70 feet, thence North 01°41'09" West, on the West line of the East one-half of the Northeast one-quarter of Section 20, Township 50 South, Range 42 East, Broward County, Florida, being the West line of said Parcel "X" and Northerly extension thereof, a distance of 366.90 feet, thence North 89°09'06" East, on the former centerline of now vacated SW 30th Street, a distance of 351.31 feet, thence South 11°09'54" East, on the West right-of-way line of South Andrews Avenue, being the Northerly extension of the East line of said Parcel "X", a distance of 30.49 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 285,378 square feet or 6.5514 acres more or less

## **Legal Description of Licensed Property**

The East 3.00 feet of Parcel "X", PACIFIC LUMBER NO. 1, according to the plot thereof, as recorded in Plot Book 70, Page 26, of the public records of Broward County, Florida and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with said Parcel "X", AND the East 3.00 feet of the South 30.00 feet of SW 30th Street, now



vacated per City of Fort Lauderdale Ordinance C-82-57, as recorded in Official Records Book 10380, Page 399, of the public records of Broward County, Florida, lying North of and adjacent to said Parcel "X" and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with the said South 30.00 feet of SW 30th Street; AND ALSO the East 3.00 feet of the North 30.00 feet of SW 32nd Street, now vacated per City of Fort Lauderdale Ordinance C-82-58, as recorded in Official Records Book 10380, Page 401, of the public records of Broward County, Florida, lying South of and adjacent to said Parcel "X" and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with the said North 30.00 feet of SW 32nd Street.

All of said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 8,899 square feet or 0. 2043 acres more or less.

## **Exhibit "B"**

**Upon recording return to:**  
FEC Real Estate Services LLC  
7411 Fullerton Street, Suite 301  
Jacksonville, Florida 32256  
Attn: Lease Administrator

Lease File: FECR-343-1008

### **MEMORANDUM OF LEASE**

This Memorandum of Lease is made as of the 5<sup>th</sup> day of April, 2018, by and between Florida East Coast Railway, L.L.C., a Florida limited liability company, as Lessor, whose address is 7411 Fullerton Street, Suite 300, Jacksonville, Florida 32256 and G.Proulx Building Products, LLC, a Florida limited liability company, as Lessee, whose address is 3275 SW 42<sup>nd</sup> Street, Fort Lauderdale, Florida 33312.

1. Lessor and Lessee are parties to a Real Estate Lease dated as of February 21, 2017 (as the same may be amended from time to time, the "Lease"), pursuant to which Lessor has leased to Lessee the Leased Premises as described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises").
2. The Leased Premises shall be used by the Lessee for the purpose of constructing, installing, maintaining and operating an industrial warehouse building containing approximately 75,000 to 100,000 square feet (the "Facilities") for the operation of a business for (i) receiving rail shipments of industrial building products at the Leased Premises, (ii) transloading other products to and from railway transport for third parties, (iii) fabrication of building materials, warehousing, and materials storage; and (iv) office and administrative support for the business. The Facilities shall remain the exclusive property of the Lessee throughout the Term of the Lease.
3. The term of the Lease will commence on the date on which the Lessee has satisfied all of the pre-conditions, which shall include (i) Lessor has approved both the Conceptual Plans and the detailed Plans and Specifications for the construction of the Facilities, (ii) Zoning Approval has been issued by the City of Fort Lauderdale, and (iii) Lessee has obtained the building permits and all necessary approvals for the construction of the Facilities, all as further defined in the Lease, and will continue for fifteen (15) years, unless earlier terminated in accordance with the terms of the Lease. The Lease also contains an option for Lessee to renew the initial term for three (3) additional terms of five (5) years each, subject to the terms and conditions set forth in the Lease.
4. Except as otherwise set forth in the Lease, upon termination or expiration of the Lease, Lessee shall surrender the Leased Premises to Lessee in condition acceptable to Lessee and in no event shall Lessee remove the Facilities from the Leased Premises, except that in the event Lessee installs an overhead crane system as part of the Facilities

(hereinafter referred to as the "Crane System") then the Crane System shall be deemed to be part of Lessee's Property and shall be removed by Lessee, provided Lessee shall repair any damage to the Leases Premises, including without limitation the Facilities, caused by such removal. If the Crane System cannot be removed without causing material damage to the Facilities, then the Crane System shall be deemed to be part of the Fixtures and shall not be removed by the Lessee.

5. NOTICE IS HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN THE PREMISES.
6. If the term of the Lease expires or is earlier terminated, Lessor shall prepare (in recordable form), and the parties shall promptly execute, a termination of this Memorandum of Lease, in form and content reasonably acceptable to both parties hereto. If Lessee fails to execute such termination within thirty (30) days after Lessor's request, then Lessor may, upon ten (10) days' prior written notice to Lessee, execute such termination on Lessee's behalf, and Lessor is deemed to be appointed by Lessee as Lessee's attorney-in-fact for the limited and sole purpose of executing the termination of this Memorandum of Lease.
7. This Memorandum of Lease does not set forth the entire Lease but is only intended to give notice thereof. Nothing contained herein shall be deemed in any way to amend, modify, or supersede the terms of the Lease, which terms remain in full force and effect. In the event of any conflict between the terms of the Lease and this Memorandum of Lease, the terms of the Lease shall prevail.

[signatures begin on next page]

WITNESSES:

LESSOR:

**FLORIDA EAST COAST RAILWAY, L.L.C.**, a  
Florida limited liability company

Sandy Kelley  
Print Name: Sandy Kelley

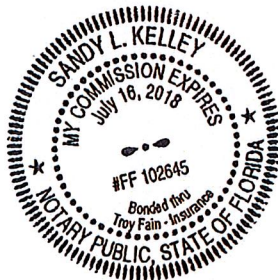
By: Robert Ledoux  
Name: Robert Ledoux  
Title: SVP

Print Name: \_\_\_\_\_

STATE OF Florida )

COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2018 by Robert Ledoux, as SVP of Florida East Coast Railway, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or produced a valid driver's license as identification.



Sandy L. Kelley  
Notary Public  
Print Name: Sandy L. Kelley  
Title: \_\_\_\_\_

[signatures continue on next page]

WITNESSES:

Lillian Leon  
Print Name: Lillian Leon  
Melissa Stevens  
Print Name: Melissa Stevens

LESSEE:

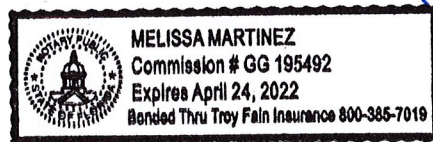
**G. PROULX BUILDING PRODUCTS, LLC**, a  
Florida limited liability company

By: [Signature]  
Name: JOCELYN VINET  
Title: Pres.

STATE OF Florida )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 5 day of April, 2018 by Jocelyn Vinet, as President of G. Proulx Building Products, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or produced a valid driver's license as identification.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION

Parcel "X" PACIFIC LUMBER NO. 1, according to the plat thereof, as recorded in Plat Book 70, Page 26, of the public records of Broward County, Florida; AND a portion of Block D-6, DIXIE CUTOFF SECTION OF CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 6, Page 5, of the public records of Broward County, Florida; AND ALSO portions of vacated right-of-ways and the Alley lying adjacent thereto all more fully described as follows:

Beginning at the Northeast corner of said Parcel "X"; thence South 11°09'54" East, on the West right-of-way line of South Andrews Avenue, being the East line of said Parcel "X" and Southerly extension thereof, a distance of 654.31 feet; thence South 89°09'06" West, on the former centerline of now vacated S.W. 32<sup>nd</sup> Street, a distance of 146.28 feet; thence South 11°09'54" East, on the West line of that certain 16.00 foot vacated Alley in said Block "D-6", a distance of 171.16 feet; thence South 89°09'06" West, on the South line of said Lot 16 and 15, a distance of 112.60 feet; thence North 11°09'51" West, on the West line of said Lot 15 and Northerly extension, a distance of 171.16 feet; thence South 89°09'06" West, on the former centerline of the now vacated S.W. 32<sup>nd</sup> Street, a distance of 152.54 feet; thence North 11°09'54" West, on the West line of said Parcel "X", being the East right-of-way line of the F.E.C. Railroad, a distance of 342.31 feet; thence North 89°09'06" East, on the boundary of said Parcel "X", a distance of 3.70 feet; thence North 01°41'09" West, on the West line of the East one-half of the Northeast one-quarter of Section 20, Township 50 South, Range 42 East, Broward County, Florida, being the West line of said Parcel "X" and Northerly extension thereof, a distance of 366.90 feet; thence North 89°09'06" East, on the former centerline of now vacated SW. 30<sup>th</sup> Street, a distance of 351.31 feet; thence South 11°09'54" East, on the right-of-way line of South Andrews Avenue, being the Northerly extension of the East line of said Parcel "X", a distance of 30.49 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida.



## **Exhibit "C"**

### **ASSIGNMENT AND ASSUMPTION OF REAL ESTATE LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE LEASE** (the "Assignment") is made effective as of the 14<sup>th</sup> day of December, 2017, by **3080 SHERIDAN PARTNERSHIP, LTD.**, a Florida limited partnership ("Assignor"), and **G.PROULX BUILDING PRODUCTS, LLC**, a Florida limited liability company ("Assignee").

#### **RECITALS**

**WHEREAS**, Assignor, as lessee, and Florida East Coast Railway, L.L.C., a Florida limited liability company ("Railway"), as lessor, are parties to that certain Real Estate Lease dated February 21, 2017, as amended by that certain Amendment to Real Estate Lease dated October 4, 2017 (collectively, the "Lease") with respect to certain land and office building space in Fort Lauderdale, County of Broward, Florida, all as more particularly described in the Lease (the "Leased Premises"); and

**WHEREAS**, Assignor now desires to assign all of its right, title and interest in and to the Lease to Assignee, and Assignee desires to accept the assignment thereof and assume the obligations of the Assignor under the Lease.

**NOW THEREFORE**, Assignor and Assignee agree as follows:

1. The foregoing recitals are true and correct and are agreed to by the parties as if such recitals were fully set forth herein. Capitalized terms used in this Assignment will, unless otherwise expressly defined herein, have the meanings set forth in the Lease.

2. Assignor hereby assigns to Assignee all of Assignor's right, title and interest as lessee in and to the Lease, including, without limitation, its rights to the Security Deposit (as defined in the Lease), subject to all the terms, covenants, conditions and provisions therein contained.

3. Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all duties and obligations of the lessee pursuant to the Lease and agrees to comply with all of the terms, provisions and conditions of the Lease, and to perform all duties and obligations of the lessee pursuant to the Lease, including, without limitation, the duties and obligations of Section 40 of the Lease.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and their permitted assigns and shall be governed by the laws of the State of Florida.

5. Except as expressly provided herein in direct conflict with the Lease, all of the terms, conditions, covenants, agreements and understandings contained in the Lease shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Assignor and Assignee.

6. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. The parties further agree that counterpart signatures of this Assignment may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in such manner shall have the same force and effect as original signatures.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have hereunto caused this Assignment to be executed as of the day and year first above written.

Signed and delivered  
in the presence of:

ASSIGNOR:

**3080 SHERIDAN PARTNERSHIP, LTD.,** a  
Florida limited partnership

By: 3080 SHERIDAN, INC., a Florida corporation, its  
General Partner

By: \_\_\_\_\_ (SEAL)

Print Name: J. VINET

Title: Pres

Attest: \_\_\_\_\_

Secretary

Print Name: Rodney Robinson

\_\_\_\_\_  
Print Name: Lillian Leon

\_\_\_\_\_  
Print Name: Shakima Brown

ASSIGNEE:

**G. PROULX BUILDING PRODUCTS LLC,** a  
Florida limited liability company

By: \_\_\_\_\_

Print Name: J. VINET

Title: Pres

Attest: \_\_\_\_\_

Secretary

Print Name: Rodney Robinson

\_\_\_\_\_  
Print Name: Lillian Leon

\_\_\_\_\_  
Print Name: Shakima Brown



## CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT is made this 1<sup>st</sup> day of December, 2017, by and between **FLORIDA EAST COAST RAILWAY, L.L.C.**, a Florida limited liability company ("Railway"), **3080 SHERIDAN PARTNERSHIP, LTD.**, a Florida limited partnership ("Assignor"), and **G.PROULX BUILDING PRODUCTS, LLC**, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Railway, as lessor, and Assignor, as lessee, are parties to that certain Real Estate Lease dated February 21, 2017, as amended by that certain Amendment to Real Estate Lease dated October 4, 2017 (collectively, the "Lease") with respect to certain land and office building space in Fort Lauderdale, County of Broward, Florida, all as more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, Assignor now desires to assign all of its right, title and interest in and to the Lease, including, without limitation, its rights to the Security Deposit (as defined in the Lease) to Assignee, and Assignee desires to accept the assignment thereof and assume the obligations of the Assignor under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Railway, Assignor and Assignee agree as follows:

1. Railway hereby consents and agrees that Assignor may assign all of its right, title and interest as lessee of the Lease to Assignee, subject to all of the terms and conditions of the Lease, the Leased Premises to be used by Assignee, as lessee of the Lease, only for the purpose permitted under the Lease, provided that Assignor shall not be released from its obligation and liability under the Lease as a result of such assignment. Assignor shall remain liable for the full performance and observance of all of the provisions of the Lease to be performed or observed on the part of the lessee thereunder including, without limitation, rent obligations, construction obligations, maintenance obligations and restoration obligations upon surrender of the Leased Premises.

2. This consent shall not operate as an adoption or ratification by Railway of any of the provisions of the assignment between Assignor and Assignee, and Railway shall not be bound or estopped by the provisions of the assignment nor shall it be construed to modify any of the provisions of the Lease or any of the obligations of the lessee under the Lease or to waive any present or future breach or default on the part of the lessee under the Lease.

3. Assignee hereby certifies to Railway that Assignee shall use the Leased Premises only for the purpose permitted under the Lease, and the Assignee assumes all duties and obligations of the lessee pursuant to the Lease and agrees to comply with all of the terms, provisions and conditions of the Lease, and to perform all duties and obligations of the lessee pursuant to the Lease, including, without limitation, the duties and obligations of Section 40 of the Lease.

4. Assignor and Assignee hereby agree that Railway shall not be liable for any real estate transfer taxes, any leasing commission or other amounts that may be due to a broker or agent with respect to the assignment to Assignee. Assignor and Assignee hereby jointly and severally indemnify Railway against any claims for such transfer taxes or brokerage or other leasing commission that may be due as a result of the assignment to Assignee.

5. This consent shall not be construed as Railway's consent to any further assignment either by Assignor or Assignee and Railroad retains its right to restrict or prohibit any subsequent assignment or other transfer of the Lease.

6. This document shall be binding upon Railway, Assignor and Assignee and their respective legal representatives, successors and assigns.

7. Assignor confirms that, as of the date hereof, the Lease remains in full force and effect, Railway is in compliance with all of its obligations under the Lease and Assignor has no defenses, claims or offsets against Railway.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Sandy Kelley  
Print Name: Sandy Kelley  
Jillie Yepes  
Print Name: Jillie Yepes  
As to Railway

FLORIDA EAST COAST RAILWAY,  
L.L.C., a Florida limited liability company

By: Robert Ledoux  
Print Name: Robert Ledoux  
As Its: SVP

3080 SHERIDAN PARTNERSHIP, LTD.,  
a Florida limited partnership

By: 3080 SHERIDAN, INC., a Florida  
corporation, its General Partner

Lillian Leon  
Print Name: Lillian Leon  
Shakima Brown  
Print Name: Shakima Brown  
As to Assignor

By: [Signature] (SEAL)  
Print Name: J. VINET  
As its: Pres  
Attest: Rodney Robinson  
Secretary  
Print Name: Rodney Robinson

G. PROULX BUILDING PRODUCTS LLC,  
a Florida limited liability company

Lillian Leon  
Print Name: Lillian Leon  
Shakima Brown  
Print Name: Shakima Brown  
As to Assignee

By: [Signature]  
Print Name: J. VINET  
As its: Pres  
Attest: Rodney Robinson  
Secretary  
Print Name: Rodney Robinson

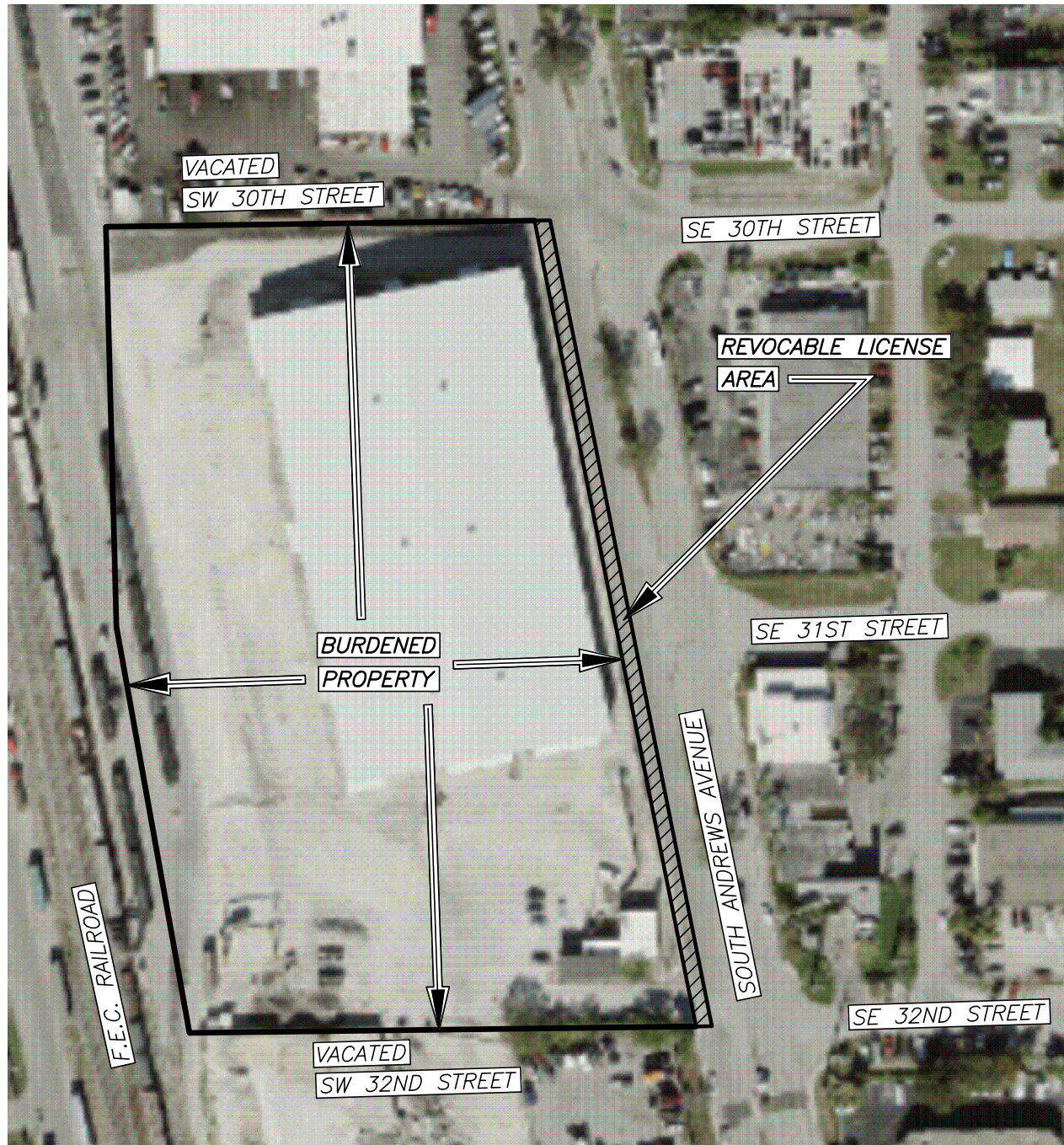


# LOCATION MAP

Revocable License Agreement between Broward County, G. Proulx Building Products, LLC, Florida East Coast Railway, L.L.C., ("FEC"), and City of Fort Lauderdale for the installation of landscaping and irrigation within the county right-of-way along the west side of North Andrews Avenue between vacated SW 32nd Street and vacated SW 30th Street in the City of Fort Lauderdale.



## EXHIBIT "D"



|                        |                  |                 |                    |                 |  |
|------------------------|------------------|-----------------|--------------------|-----------------|--|
| Scale:<br>Not To Scale | Drawn by:<br>JAT | Date:<br>4-9-19 | Checked by:<br>GWD | Date:<br>4-9-19 | File Location:<br>E:\RW\Location Maps\AGREEMENTS\180515001.dwg |
|------------------------|------------------|-----------------|--------------------|-----------------|--|





**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE (954) 763-7611 \* FAX (954) 763-7615

Exhibit "D"

**SKETCH AND DESCRIPTION**  
**SOUTH ANDREWS AVENUE**  
**SPECIAL**  
**IMPROVEMENT AREA**  
**SHEET 1 OF 2 SHEETS**

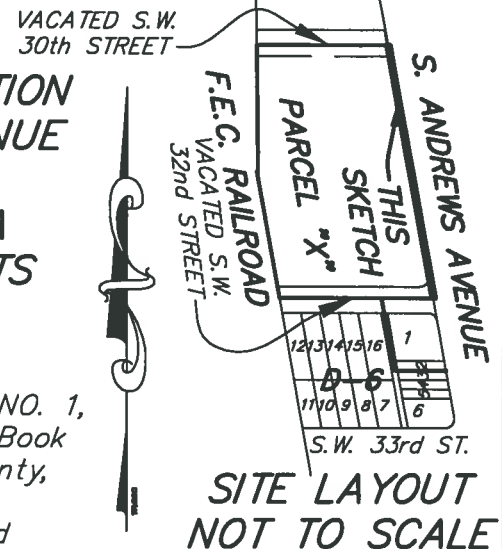
**LEGAL DESCRIPTION:**

The East 3.00 feet of Parcel "X", PACIFIC LUMBER NO. 1, according to the plat thereof, as recorded in Plat Book 70, Page 26, of the public records of Broward County, Florida and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with said Parcel "X"; AND the East 3.00 feet of the South 30.00 feet of S.W. 30th Street, now vacated per City of Fort Lauderdale Ordinance C-82-57, as recorded in Official Records Book 10380, Page 399, of the public records of Broward County, Florida, lying North of and adjacent to said Parcel "X" and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with the said South 30.00 feet of S.W. 30th Street; AND ALSO the East 3.00 feet of the North 30.00 feet of S.W. 32nd Street, now vacated per City of Fort Lauderdale Ordinance C-82-58, as recorded in Official Records Book 10380, Page 401, of the public records of Broward County, Florida, lying South of and adjacent to said Parcel "X" and and the West 10.00 feet of South Andrews Avenue right-of-way, East of and parallel with the said North 30.00 feet of S.W. 32nd Street.

All of said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,054 square feet or 0.0472 acres more or less.

**NOTES:**

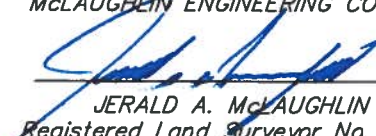
- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the West right-of-way of Andrews Avenue as North 10°19'00" West.



**CERTIFICATION**

Certified Correct. Dated at  
Fort Lauderdale, Florida this  
3rd day of April, 2019.

McLAUGHLIN ENGINEERING COMPANY

  
JERALD A. McLAUGHLIN  
Registered Land Surveyor No. 5269  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr \_\_\_\_\_

JOB ORDER NO. V-4252 \_\_\_\_\_

CHECKED BY: \_\_\_\_\_  
C: JMMjr/2019/V4252 (IMPROVEMENT AREA)

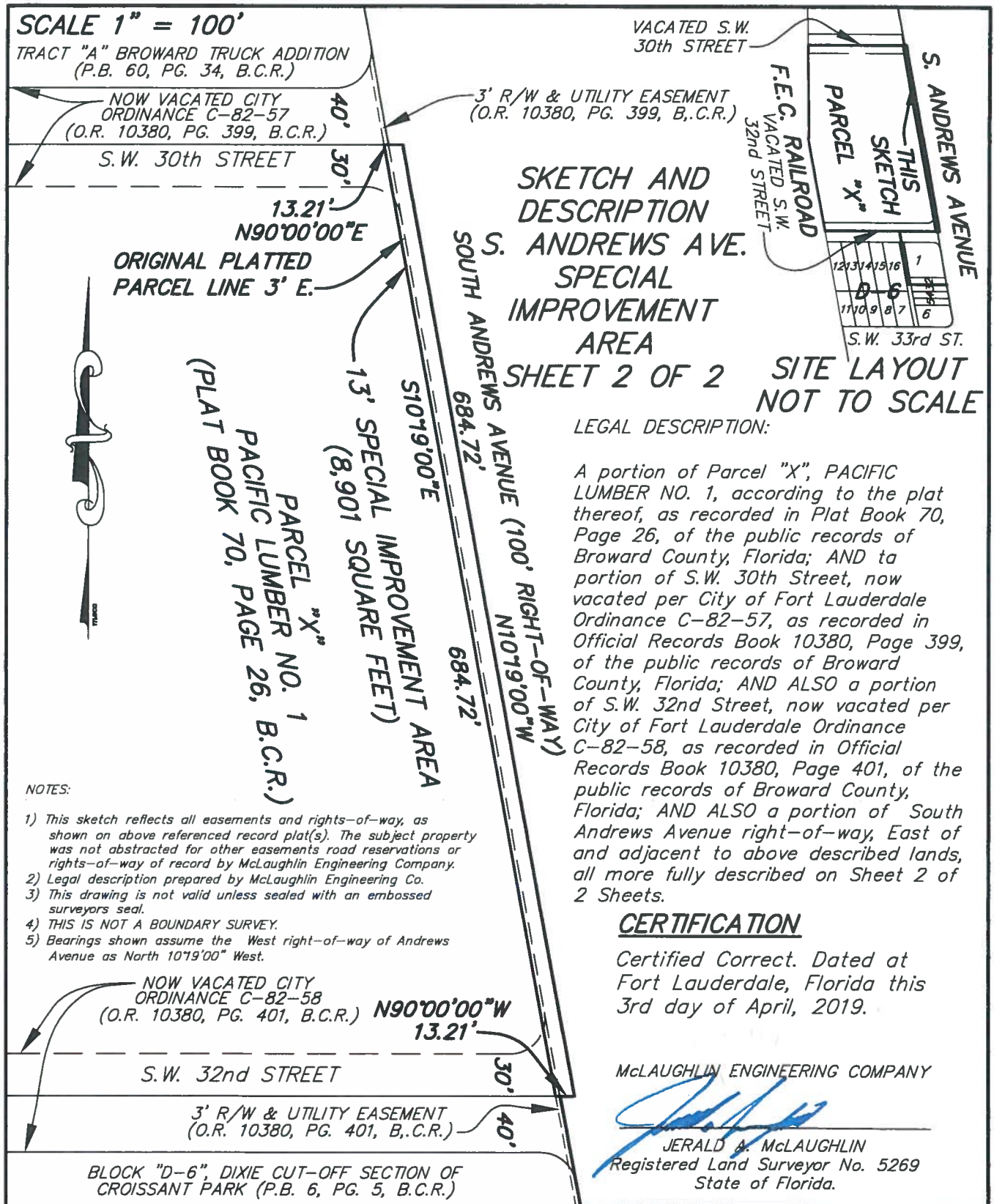
REF. DWG.: 17-3-16



**McLAUGHLIN ENGINEERING COMPANY**  
**LB#285**

Exhibit "D"

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING  
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
PHONE (954) 763-7611 \* FAX (954) 763-7615



FIELD BOOK NO. \_\_\_\_\_

DRAWN BY: JMMjr

JOB ORDER NO. V-4252

CHECKED BY: \_\_\_\_\_  
C: \JMMjr\2019\V4252 (IMPROVEMENT AREA)

REF. DWG.: 17-3-16

# EXHIBIT “E”

Revocable License Agreement between Broward County, G. Proulx Building Products, LLC, Florida East Coast Railway, L.L.C., (“FEC”), and City of Fort Lauderdale for the installation of landscaping and irrigation within county right-of-way along the west side of South Andrews Avenue between vacated SW 32th Street and vacated SW 30<sup>th</sup> Street in the City of Fort Lauderdale.

## **SCOPE OF IMPROVEMENTS:**

This Revocable License Agreement authorizes the installation of landscaping and irrigation within County right-of-way along the west side of South Andrews Avenue between vacated SW 32th Street and vacated SW 30<sup>th</sup> Street in the City of Fort Lauderdale. All work will be according to the approved plans that are on file in Broward County Highway Construction and Engineering Division’s Paving and Drainage Section.

## **NOTES:**

All landscaping shall be properly installed, maintained and fertilized in accordance with the Broward County Naturescape program and Florida Friendly Landscaping principles.

Broward County Naturescape program information can be found at:

<http://www.broward.org/NaturalResources/NaturalScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at:

<http://floridayards.org>

A full size set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference Number 180515001.

**Broward County Highway Construction and Engineering Division**  
**Revocable License Agreement Minimum Maintenance Performance Requirements**

**General Requirements**

Licensee hereby agrees to provide landscape maintenance in the licensed right-of-way as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing any additional measures necessary to ensure proper landscape maintenance. The Licensee shall care and maintain all installed landscape, irrigation, and any decorative specialty hardscape treatments placed in the right-of-way. Licensee shall:

- Properly fertilize all vegetation.
- Keep all vegetation as free from disease and harmful insects as possible.
- Properly mulch the vegetation beds and keep them free from weeds.
- Cut the grass in order to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable Licensed Area and ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable Licensed Area.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.

**Irrigation**

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Adjusting all heads for proper operation and direction such that they do not spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clearing away grass, debris, or vegetation that may hinder the operation of the sprinkler heads. All valve boxes must remain free of vegetation and be visible at all times.
- Inspecting irrigation system for clogged or improperly set nozzles and spray heads, adjusting heads, and replacing them as needed.
- Replacing any broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Regular inspection of the system and re-filling of the tank holding the rust inhibitor chemicals, if applicable.



## **Pavers**

- Any damages to pavers that present a visual or physical deficiency must be repaired within thirty (30) days of notification to the Licensee. Damages to pavers that present a liability to the County must be repaired within twenty-four (24) hours of notification to the Licensee.
- Make sure paver surfaces maintain Americans with Disabilities Act (ADA) compliance including no tripping hazards.

## **Tree Grates/Tree Root Ball/Tree Pit “Surround” Zone**

- Ensure the opening of the tree grate doesn't hamper the growth of the tree trunk. Repair any uplifting of the tree grates to maintain ADA compliance.
- Pressure wash a minimum of once per year or sooner when necessary.

## **Pedestrian Lighting**

- Periodic maintenance of the lighting system to ensure functionality. Correct any deficiencies (outages, excess light spillage, low lumens, fixture or pole corrosion, damage to pole and fixture, exposed wiring, and all other issues related to components that impact functionality.)

## **Vegetation**

- All ground cover, including shrubs, plants, bushes, bases of palms and hedges, will be trimmed and pruned to maintain a neat and proper appearance.
- Maintain a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- Ground cover, shrub beds, mulch, and other areas must remain weed-free and all undesirable vegetation, including vines, must be removed. Trash/litter must be cleaned regularly.
- All ground cover will be trimmed, pruned, and thinned to retain its natural form in proportionate size to one another. Aesthetic pruning of ground cover shall include the removal of dead and/or broken branches.
- At the completion of each ground cover trimming operation, all material trimmed will be removed from the site, along with any trash/litter in the Revocable License Area.
- Monitor and control insects and ant mounds.

## **Mulch**

- All mulched areas will be replenished at a minimum of once a year. Mulch should be maintained to a depth of three (3) inches.
- The preferred species of mulch is shredded melaleuca or pine bark.

### **Tree and Palm**

- The tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned by thinning to maintain shape of tree on a semi-annual basis.

### **Tree Fertilization**

- Canopy Trees (up to three 3" caliper) must be fertilized to maintain good health.
- All palms must be fertilized three (3) times per year.


**EXHIBIT F**  
**INSURANCE REQUIREMENTS**

Project: Revocable License Agreement with G. Proulx Building Products, LLC and City of Ft. Lauderdale for Installation of Landscaping and Irrigation  
Agency: Highway Construction and Engineering Division

| TYPE OF INSURANCE   | ADDL<br>INSD                        | SUBR<br>WVD                         | MINIMUM LIABILITY LIMITS   |                      |                 |
|---|-------------------------------------|-------------------------------------|--|----------------------|-----------------|
|   |                                     |                                     |  | Each Occurrence      | Aggregate       |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury<br>Property Damage<br>Combined Bodily Injury and Property Damage<br>Personal Injury<br>Products & Completed Operations | \$1,000,000          | \$2,000,000     |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i>  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury (each person)<br>Bodily Injury (each accident)<br>Property Damage<br>Combined Bodily Injury and Property Damage        | \$1,000,000          |                 |
| <input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |  |                      |                 |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>  | N/A                                 | <input checked="" type="checkbox"/> | Each Accident  | STATUTORY LIMITS     |                 |
| <input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>   |                                     |                                     | Each Accident  | \$500,000            |                 |
| <input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b><br>All engineering, surveying and design professionals.   | N/A                                 | <input checked="" type="checkbox"/> | If claims-made form:<br>Extended Reporting Period of:<br>*Maximum Deductible:  | 3 years<br>\$100,000 |                 |
| <input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If claims-made form:<br>Extended Reporting Period of:<br>*Maximum Deductible:  |                      |                 |
| <input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried.<br><i>Note: Coverage must be "All Risk", Completed Value.</i>  |                                     |                                     | *Maximum Deductible (Wind and/or Flood):<br>*Maximum Deductible:   |                      | Completed Value |
| <b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.  |                                     |                                     |  |                      |                 |

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301


 COLLEEN A. POUNALL  
 dc=city, dc=broward, dc=bc,  
 ou=Organization, ou=BCC,  
 ou=HRM, ou=Users,  
 cn=COLLEEN A. POUNALL  
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Risk Management Division