

LICENSE AGREEMENT
BETWEEN BROWARD COUNTY AND CITGO PETROLEUM CORPORATION FOR
BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES

This is a License Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida ("COUNTY"), and CITGO PETROLEUM CORPORATION, a foreign corporation, authorized to transact business in the state of Florida ("LICENSEE"), (collectively referred to as the "Parties").

WHEREAS, COUNTY owns and operates Port Everglades (the "Port"), a deepwater port located in Broward County, Florida, having facilities for the receipt and handling of Product(s), including lands suitable for the installation, use, and maintenance of Pipeline(s); and

WHEREAS, COUNTY has incurred and hereafter will continue to incur substantial costs for construction, maintenance, replacement, and repair of facilities essential to accommodate Product(s) receipt, handling, and storage at the Port. Included in the facilities furnished by COUNTY and contributing to the substantial costs to be borne by it are: deepwater petroleum berths; the turning basin and entrance channel; bulkheads; wharves; roads; lighting, etc. Additionally, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate petroleum terminal users at the Port; and

WHEREAS, COUNTY has determined that the covenants of this Agreement are essential in order to justify the expenditures associated with its role in operating the Port; and

WHEREAS, LICENSEE operates a business at the Port, involving the storage and transportation of Product(s) arriving at the Port primarily by water-borne commerce. LICENSEE is in need of and has requested COUNTY to provide access to land owned by COUNTY for the installation, maintenance, operation, repair, replacement, and removal of Pipeline(s) to transport such Product(s) at the Port; and

WHEREAS, LICENSEE currently has Pipeline(s) and necessary appurtenances for the transportation of Product(s) at the Port, including associated cathodic protection equipment on adjacent COUNTY lands; and

WHEREAS, this Agreement establishes the terms and conditions relating to the LICENSEE's non-exclusive right to install, maintain, operate, repair, replace, and remove the Pipeline(s) and necessary appurtenances within the Premises for the distribution of Product(s) within the Port; NOW, THEREFORE

IN CONSIDERATION of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and LICENSEE, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** – The Port Director, Deputy Port Director, or Port Director's designee.
- 1.3 **County Administrator** – The administrative head of COUNTY appointed by the Board.
- 1.4 **County Attorney** – The chief legal counsel for COUNTY appointed by the Board.
- 1.5 **Pipeline(s)** – Aboveground and underground piping owned by LICENSEE conveying Product(s), including all valves, elbows, joints, flanges, pumps, flexible connectors, manifolds, valve pits, and associated cathodic protection equipment located within the Premises. It may also include, subject to approval by the Contract Administrator, the alternate use of the piping as a conduit for fiber optic cable to provide command and control for terminal operations.
- 1.6 **Premises** – The property described in Exhibit "A," within which LICENSEE is permitted to install, maintain, and operate its Pipeline(s), subject to COUNTY approval as outlined in Article 5.
- 1.7 **Product(s)** – Petroleum products, alternative fuels, and fuel blending components, including the alternate use of the Pipeline for fiber optic cable to provide command and control for terminal operations.

ARTICLE 2 – GRANT; RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the nonexclusive right to install, maintain, operate, repair, replace, and remove Pipeline(s) for the transportation of Product(s), limited to the Premises within the Port as more particularly described on Exhibit "A," attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY shall not be liable for any costs associated with or resulting from LICENSEE's failure to comply with the terms of this Agreement or for any indemnified matters as more fully described in Article 10, INDEMNIFICATION, of this Agreement. Should it become necessary to relocate the Pipeline(s) for reasons determined by federal, state, or local agencies having jurisdiction over the Pipeline(s), or at LICENSEE's request, all expenses of deactivation and relocation of the Pipeline(s), including costs for associated environmental remediation, shall be borne by LICENSEE. LICENSEE may exercise any administrative, judicial, or appellate rights available to it to challenge the determination by a federal, state, or local agency that the Pipeline(s) be relocated; provided, however, that LICENSEE covenants and agrees to indemnify and save harmless the COUNTY, its commissioners, officers, agents, and employees, their successors and assigns, individually and collectively, from and against all liability for any expenses, fines, damages, claims, suits, demands,

or causes of action of any kind or nature in any way arising out of or resulting from LICENSEE's exercise of such rights.

ARTICLE 3 – TITLE; RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title, nor interest in and to the Premises, other than the non-exclusive right of using same for the expressed purposes and on the terms and conditions herein set forth. It is expressly understood that the fee ownership to said Premises shall remain in COUNTY for such use and occupation as COUNTY, its successors or assigns, may desire to make of the Premises, subject only to the license rights hereby given to LICENSEE to install, maintain, operate, repair, replace, and remove its Pipeline(s).

ARTICLE 4 – TERM

This Agreement shall be effective on the date it is fully executed by the Parties (the "Commencement Date") and shall continue for a period of ten (10) years, thereafter, unless sooner terminated as provided herein.

ARTICLE 5 – PIPELINE INSTALLATIONS; RESERVATION OF RIGHT TO USE SURFACE

5.1 LICENSEE shall maintain all existing Pipeline(s) in a good state of repair and at their original design depths. LICENSEE shall install all underground Pipeline(s), whether new, replacement, or relocation, so that throughout the entire run of the Pipeline there is at minimum thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land, and shall maintain same in a good state of repair. LICENSEE may, subject to prior review and approval by the Contract Administrator, install aboveground Pipeline(s). Notwithstanding the above, any and all installation of Pipeline(s), whether new, replacement, or relocation, shall be in accordance with all laws, ordinances, and regulations now or hereafter imposed by all governmental bodies, agencies, or regulatory entities having jurisdiction over such activities, including the reasonable requirements of COUNTY, through its Contract Administrator, and the operator of the railroad facilities at the Port.

5.2 During installation, repair, replacement, or removal of Pipeline(s), after considering actual subsurface conditions and obstacles encountered in the field, LICENSEE may request and be granted minor modifications to the placement and location of its Pipeline(s) as depicted in Exhibit "A", subject to the prior written approval of the Port Director. In such cases, LICENSEE shall provide a revised Exhibit "A" to be made a part of this Agreement.

5.3 Should any pavement, railroad trackage, or other improvement be damaged or removed by LICENSEE, or its employees, agents, or contractors, during the installation, maintenance, operation, repair, replacement, or removal of the Pipeline(s) herein provided for; or should any such pavement, railroad trackage, or other improvement settle or otherwise deteriorate as a result of work by LICENSEE, or its employees, agents, or contractors, related to the installation, maintenance, operation, repair, replacement, or removal of the Pipeline(s); then LICENSEE shall,

at its own expense, replace, restore, or repair the pavement, railroad trackage, or other improvement, as necessary, to the same or substantially similar condition (as determined by the Contract Administrator) existing immediately prior to such damage, removal, settlement, or deterioration.

5.4 COUNTY expressly reserves the right to continue to use or to allow third parties to use the aboveground surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon, provided that such continued use is not inconsistent with LICENSEE's use of the aboveground surface and will not unreasonably interfere with the rights and uses granted to LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof that would unreasonably interfere with the LICENSEE's use of the Premises.

5.5 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of Pipeline(s), LICENSEE and COUNTY shall work together to minimize the cost of removal and replacement of any cargo or other materials stored thereon. The cost of such removal and replacement of said cargo or other materials shall be borne by LICENSEE.

5.6 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings, structures, and other improvements, promptly restoring the Premises to the same or substantially similar condition (as determined by the Contract Administrator) existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY.

5.7 Except as otherwise provided herein, all brush, trimmings, and other growth cut by LICENSEE, and all earth and other material removed by LICENSEE, shall be removed and disposed of by LICENSEE at its own cost and expense and at no cost or expense whatsoever to COUNTY.

5.8 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop, or redevelop utilities, cables, roads, parking areas, pavements, piers, docks, deepwater slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises. COUNTY shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s), insure that the depth of LICENSEE's Pipeline(s) are not disturbed, and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, through the Contract Administrator, LICENSEE shall completely remove such Pipeline(s) and restore the Premises to grade level, all at the sole cost and expense of LICENSEE. A notice in writing of its intention to install or develop such improvements shall be given by COUNTY to LICENSEE at least one (1) year before same shall be made. Any required changes, relocation, or removal of the Pipeline(s) as necessary shall be made by LICENSEE within said time period stated above. COUNTY shall provide LICENSEE adequate alternative licenses that will enable LICENSEE to install or relocate its Pipeline(s) in order to continue to transport the same amount of Product(s) as before the required relocation or removal of the Pipeline(s). During any installation, maintenance, repair, replacement, or removal of the Pipeline(s), both LICENSEE

and COUNTY shall ensure that each other's operations are not unreasonably interrupted. LICENSEE is aware that the Port Master Plan envisions the redevelopment of existing roads and petroleum piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 6 – LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

6.1 LICENSEE agrees to conform to and abide by Tariff 12, Item No. 1039, Operation of petroleum bulk pipelines, as may be amended from time to time, and by such other written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY, with reference to the installation, maintenance, operation, repair, replacement, abandonment, and removal of its Pipeline(s). COUNTY agrees that such rules, regulations, and policies shall operate in a uniform way with respect to all persons and entities engaged at the Port in the same or a similar class of business and handling the same commodities or materials, as that agreed to be conducted or handled by LICENSEE herein. Such rules, regulations, and policies shall be reasonable. COUNTY shall furnish LICENSEE a copy of such written rules, regulations, and policies upon request of LICENSEE.

6.2 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required. A copy of any laboratory results, test results and reports or any other material generated by such inspection shall be delivered to LICENSEE upon receipt by COUNTY.

ARTICLE 7 – NOTICES

In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this article.

FOR COUNTY:

Broward County Port Everglades Department
Attn: Chief Executive/Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316
Email address: scernak@broward.org

FOR LICENSEE:

CITGO Petroleum Corporation
Attn: Terminal Manager
P.O. Box 13122
Fort Lauderdale, FL 33316
Email address: ddearau@citgo.com

ARTICLE 8 – NONEXCLUSIVE

The privilege provided to LICENSEE in this Agreement shall not be construed as precluding COUNTY from granting like or similar privileges to others, including the right of COUNTY, its grantees or assignees, in implementing the use of any such additional licenses, to cross over, under, or co-locate on a shared pipeline support structure housing the Pipeline(s) installed by LICENSEE hereunder, provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 9 – TIME OF THE ESSENCE; PARTIES RIGHTS CUMULATIVE

Time of performance by the Parties of each and every provision, covenant, and term hereof is and shall be forever construed to be of the essence of this Agreement. The rights of the Parties hereunder shall be cumulative and in addition to rights otherwise provided by the statutes and laws of the state of Florida. Failure on the part of a Party to promptly exercise any such available right shall not operate, nor be construed to operate, as a waiver or forfeiture of any such right.

ARTICLE 10 – INDEMNIFICATION

10.1 LICENSEE shall at all times hereafter 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, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an 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's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

10.2 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations that LICENSEE has under this Agreement.

ARTICLE 11 – GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 12 – LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

12.1 It is expressly understood and agreed that LICENSEE shall have, and COUNTY grants to LICENSEE, the rights of ingress and egress upon the Premises (as well as the COUNTY's adjacent property, as reasonably required) at all times, for the purpose of installing, maintaining, operating, repairing, replacing, and removing the Pipeline(s).

12.2 LICENSEE agrees that it shall not undertake any work, except under emergency circumstances, involving installing, repairing, replacing, or removing of any Pipeline(s) on the Premises without and until the written approval of the Contract Administrator for such planned work has been given. Such written approval by the Contract Administrator shall not be unreasonably withheld.

12.3 LICENSEE shall obtain all required governmental approvals for such work and shall comply with such other rules and regulations as may be reasonably prescribed by COUNTY, and shall take such steps as may be reasonably necessary or directed by COUNTY to ensure that LICENSEE's sublessees, employees, invitees, and guests observe these requirements. All reasonable costs associated with the construction and repair of any Pipeline(s), security fence, barrier, access control and monitoring system, including, but not limited to, gates, signs, or locks (keying and rekeying), which are currently installed or in the future installed at the Premises by LICENSEE shall be borne by LICENSEE. COUNTY reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency and charge such costs and expenses to LICENSEE in the event LICENSEE fails to act within a reasonable time frame after being notified by COUNTY of any such deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement as long as Pipeline(s) exist on the Premises.

ARTICLE 13 – WHARFAGE AND OTHER PORT CHARGES; SHORE TANK MEASUREMENTS;
COMPLIANCE WITH TARIFF

13.1 LICENSEE shall pay or cause to be paid to COUNTY wharfage on the Product(s) off-loaded by it from vessels or loaded by it on vessels at the Port and transported through the Pipeline(s) as well as additional charges for LICENSEE's use of other available services, facilities, or equipment at the Port as provided for in Port Everglades Tariff No. 12, including any amendments thereto or reissues thereof.

13.2 No wharfage charges shall be assessed on Product(s) passing through Pipeline(s) within the license provided for herein, where such Product(s) have arrived at the Port and upon which wharfage or non-waterborne charges have already been paid to COUNTY.

13.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery corrected to sixty (60) degrees Fahrenheit. Such measurements shall be based on a U.S. gallon of two hundred thirty-one (231) cubic inches, with forty-two (42) gallons to the barrel. All measurements shall be corrected to

volume equivalents at sixty (60) degrees Fahrenheit in accordance with ASTM/IP Petroleum Measurement Table 7 (abridged) as amended or revised at the time the gauge is taken. Representatives of the COUNTY may be present when said measurements are taken. LICENSEE agrees to furnish, each time Product(s) is discharged at the Port, a sworn statement that will disclose the volume in barrels and type of Product(s) received or loaded by LICENSEE. LICENSEE agrees to furnish COUNTY with a copy of the Ship's Manifest and related inspector's report for each cargo unloaded or loaded over the wharf of the Port and such other records and data as might reasonably be requested by COUNTY. LICENSEE also hereby gives COUNTY the right, upon not less than seventy-two (72) hours' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries. The wharfage charges to be paid by LICENSEE to COUNTY shall be promptly paid and be subject to the account receivable policy of the COUNTY, uniformly imposed.

13.4 In making use of the Premises and Port facilities, equipment, or services, LICENSEE agrees to be bound by the terms and provisions of Port Everglades Tariff No. 12, including any amendments thereto or reissues thereof.

ARTICLE 14 – COVENANTS OF PARTIES

14.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain, and make available for use by LICENSEE, deepwater port facilities that will provide efficient, safe, and useable means for the importation of Product(s) by water. Any delay or failure to provide such facilities that result from an Act of God, an Act of War, or through no fault or act of COUNTY, shall not be considered a breach by COUNTY of its obligations hereunder.

14.2 Deepwater port facilities having specifications substantially the same as those that exist at the time of the execution of this Agreement are accepted and acknowledged by LICENSEE as fulfilling COUNTY's obligation with regard to the terms of this article.

14.3 Notwithstanding any language contained herein to the contrary, LICENSEE shall have no liability or obligation to indemnify COUNTY for any preexisting environmental impairments, liabilities, or conditions or any other environmental impairments, liabilities, or conditions not caused by LICENSEE, its predecessors, employees, agents, invitees, or contractors.

14.4 In consideration of the foregoing, LICENSEE covenants and agrees with COUNTY that during the term of this Agreement or any extension thereof:

14.4.1 LICENSEE, its parent and affiliated or related companies, shall not import Product(s) into the Port by any means other than by water, rail, or truck.

14.4.2 In the event LICENSEE brings into the Port any Product(s) by means other than by water, rail, or truck, this Agreement shall become null and void and LICENSEE shall remove any Pipeline(s) within the license granted hereunder and perform corrective action in accordance with Article 20, TERMINATION, herein.

ARTICLE 15 – INSURANCE REQUIREMENTS

15.1 LICENSEE shall maintain for the term of this Agreement, General Liability, Workers' Compensation, Business Automobile Liability, and Pollution Liability in the amounts as follows:

15.1.1 General Liability on a Broad Form Coverage applicable to this specific Agreement including any hold harmless and/or indemnification agreement, in the amount of Twenty-Five Million Dollars (\$25,000,000.00) combined single limit bodily injury and property damage liability, and Thirty Million Dollars (\$30,000,000) per aggregate. Such policy will include premises/operations, XCU Explosion/Collapse/Underground, contractual insurance, independent contractors, and name Broward County as an additional insured.

15.1.2 Pollution Liability providing coverage for claims for bodily injury, property damage, clean-up costs, and related legal defense expense for pollution conditions that result from, or are disrupted by, the services rendered in performance of the contract by or on behalf of LICENSEE. Coverage will include, clean-up costs, extensions for transportation and disposal, will include full severability of interests, and will not be restricted by any time element limitations, mold, asbestos, or lead based paint exclusions. Coverage will apply to pollution conditions on, at, under, or migrating from the site. The Pollution Liability insurance shall have the following limits:

Ten Million Dollars (\$10,000,000) each loss limit
Twenty Five Million Dollars (\$25,000,000) aggregate limit

15.1.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage liability. Coverage must include: owned, hired, and non-owned vehicles.

15.1.4 Workers' Compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal Workers' Compensation laws.

15.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance, a letter of self-insurance, or a combination of both, which provide COUNTY with thirty (30) calendar days' prior written notice of cancellation or nonrenewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein subject to review and approval by COUNTY's Risk Management Division. LICENSEE shall provide proof that its self-insurance complies with the requirements of C.F.R. Title 40, Part 280, Subpart H. LICENSEE shall substitute "Pipeline" for "underground," where applicable, for any documents required in C.F.R. Title 40, Part 280, Subpart H, that are submitted to the COUNTY to demonstrate financial responsibility. LICENSEE shall provide all other required documentation as may be requested by COUNTY's Risk Management Division.

15.3 LICENSEE has been informed that COUNTY periodically reviews the required minimum insurance limits set forth herein. LICENSEE may request in writing, at least sixty (60) calendar days prior to this Agreement's anniversary date, a review of insurance requirements in this Agreement. Such request will receive a written response, at conclusion of review within sixty (60) calendar days of request.

ARTICLE 16 – COMPLIANCE WITH LAWS

16.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all applicable federal, state, and local laws, codes, ordinances, rules, and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE under this Agreement, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

16.2 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state, and local law requiring a demonstration of financial responsibility for petroleum terminal facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. LICENSEE shall provide to COUNTY written evidence of its compliance with such financial responsibility requirements or evidence that it is not subject to such requirements.

16.3 COUNTY, as owner of the Premises, agrees that it will at all times comply with and abide by all applicable rules and regulations and keep active any permits and licenses as required to meet its obligations hereunder.

ARTICLE 16 – LICENSE, PERMITS, AND TAXES

17.1 LICENSEE agrees that it will obtain and keep in full force and effect all licenses, permits, and authorizations required by any governmental authority, body, or agency having jurisdiction or regulatory power over the business conducted by LICENSEE at Terminal(s) in the Port.

17.2 LICENSEE agrees that it will pay any and all taxes that may be levied on rights or interests granted to it hereunder and on any of its improvements. This obligation shall survive the term of this Agreement.

ARTICLE 18 – ASSIGNMENT

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by LICENSEE without the prior written consent of COUNTY. If LICENSEE violates this provision, COUNTY shall have the right to immediately terminate this Agreement.

ARTICLE 19 – DEFAULT AND REMEDIES

19.1 In the event that one of the Parties should default in the performance of its obligations hereunder and such default shall continue to exist or a cure has not been initiated for thirty (30) calendar days after written notice of such default is given (as provided for in Article 7, NOTICE, herein), the nondefaulting Party, at its option, may terminate this Agreement.

19.2 In the event that one of the Parties should default in the performance of its obligations hereunder and no termination of this Agreement is claimed by the nondefaulting Party, the nondefaulting Party may pursue appropriate remedies arising from the default as are provided for by law.

ARTICLE 20 – TERMINATION

20.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 19, DEFAULT AND REMEDIES, herein, this Agreement may be terminated by either Party at any time for any reason by providing at least one hundred eighty (180) calendar day's written notice.

20.2 At the end of the term or any extension thereof, or if this Agreement is sooner terminated, LICENSEE, at its expense and at the sole option of the Port Director, shall either:

20.2.1 Remove the Pipeline(s) that are the subject of this Agreement; or

20.2.2 Deactivate and abandon Pipeline(s) and segments thereof, in accordance with specifications approved in writing by the Contract Administrator and in accordance with all applicable federal, state, local statutes, rules, and regulations.

20.3 Such removal or deactivation and abandonment shall commence within sixty (60) calendar days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal or deactivation and abandonment, LICENSEE shall conduct, at its sole expense, an environmental assessment using the services of competent and professional consultants with expertise in the environmental assessment process, to assure that its installation or operation of the Pipeline(s) have not caused contamination of the environment in contravention of any and all applicable federal, state, and local statutes, rules, and regulations. If the environmental assessment indicates that the LICENSEE's use and operation of the Pipeline(s) has caused environmental contamination above the regulatory limits requiring corrective action, LICENSEE will take complete financial and managerial responsibility for the required corrective action.

ARTICLE 21 – FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the Party so

affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

ARTICLE 22 – MISCELLANEOUS

22.1 This Agreement, and all provisions hereof, is subject and subordinate to any written ordinances, rules, or regulations, which have been, or may hereafter be, adopted by COUNTY pertaining to the Port. In addition, this Agreement is subordinate and subject to the provisions of all written resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of the Port, or any improvements to the Port or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation, or assignment made at any time by COUNTY to secure any such bonds.

22.2 Within eighteen (18) months after the Commencement Date of this Agreement, LICENSEE shall, at its expense, provide the COUNTY with two complete sets of "as built" plans and locations (using the Florida State Plane Coordinate Grid System and signed/sealed by a State of Florida registered land surveyor) of Pipeline(s), both active and inactive, at the Premises, including one (1) set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to the Contract Administrator. LICENSEE shall provide COUNTY with an update to the set of "as built" plans and locations of Pipeline(s), as often as necessary, to reflect completion of any additional installation, replacement, removal, or alteration of said Pipeline(s). All improvements on the Premises shall be, and remain, free and clear of all liens, claims, and encumbrances whatsoever. During any installation, maintenance, repair, replacement, or removal of the Pipeline(s), LICENSEE shall furnish COUNTY with two (2) sets of "as built" plans.

22.3 This Agreement replaces and supersedes all prior agreements, easements, and rights of way (and any amendments thereto) related to the subject matter hereof between LICENSEE and COUNTY. The Parties hereto acknowledge and agree, that upon the Commencement Date of this Agreement, the existing License Agreement dated June 24, 2008, by and between COUNTY and LICENSEE is hereby terminated. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

22.4 LIMITATION ON EXPANSION OF LIABILITY OR INDEMNITY. Neither party hereto shall take any action (whether by virtue of entering into any contract with any third party or otherwise) to extend, increase, or otherwise expand any liability or indemnity obligation of the other party as applicable under the terms and conditions of this Agreement.

22.5 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 LICENSEE or others delegated authority or otherwise authorized to execute same on their behalf.

22.6 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

22.7 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

22.8 THIRD-PARTY BENEFICIARIES. Neither COUNTY nor LICENSEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

22.9 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

22.10 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

22.11 CUMULATIVE RIGHTS. All rights and remedies of COUNTY and LICENSEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise

of any other. Failure by COUNTY or LICENSEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

22.12 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, LICENSEE AND COUNTY 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.**

22.13 EQUAL EMPLOYMENT OPPORTUNITY. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

22.14 AUDIT RIGHTS AND RETENTION OF RECORDS.

22.14.1 COUNTY shall have the right to audit the books, records, and accounts of LICENSEE that are related to this Agreement. LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of LICENSEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, LICENSEE shall make same available at no cost to COUNTY in written form.

22.14.2 LICENSEE shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at LICENSEE's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

22.14.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance, adjustment, and recovery of any payment due COUNTY upon such entry. If an audit or inspection in accordance with this section discloses underreporting or underpayment to COUNTY of any nature by the LICENSEE in excess of five percent (5%) of the total billing reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to the COUNTY by LICENSEE in addition to making adjustments for the underreporting or underpayment. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to LICENSEE.

22.15 SECURITY.

22.15.1 LICENSEE, at its sole cost, shall comply with Section 311.12, Florida Statutes, Seaport Security Standards, and Section 311.125, Florida Statutes, Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for seaports, and shall obtain all necessary security clearances, including criminal background checks for LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to COUNTY's security plan for the Port.

22.15.2 In addition, LICENSEE and COUNTY acknowledge that security measures at the Port may be increased and that such efforts will likely impact the Premises. In this regard, LICENSEE agrees to cooperate with COUNTY's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Custom and Border Protection, the United States Coast Guard, the state of Florida, or COUNTY. LICENSEE, at its sole cost, shall be responsible for complying with all security-related measures that impact the Premises, LICENSEE and its employees, representatives, contractors, guests, and invitees.

22.16 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

22.17 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

22.18 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this 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 _____, 2017, and CITGO PETROLEUM CORPORATION, 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__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By _____
Signature (Date)

By _____
Al A. DiCalvo (Date)
Assistant County Attorney

Print Name and Title above

Russell J. Morrison (Date)
Senior Assistant County Attorney

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND CITGO PETROLEUM CORPORATION
FOR BULK PETROLEUM PRODUCT PIPELINES AT PORT EVERGLADES**

LICENSEE

ATTEST:

CITGO PETROLEUM CORPORATION

Corporate Secretary

By _____
President or Vice-President

(Print/Type Name)

(Print/Type Name and Title)

(Corporate Seal)

____ day of _____, 20__.

OR

WITNESSES:

Signature

Print/Type Name

Signature

Print/Type Name

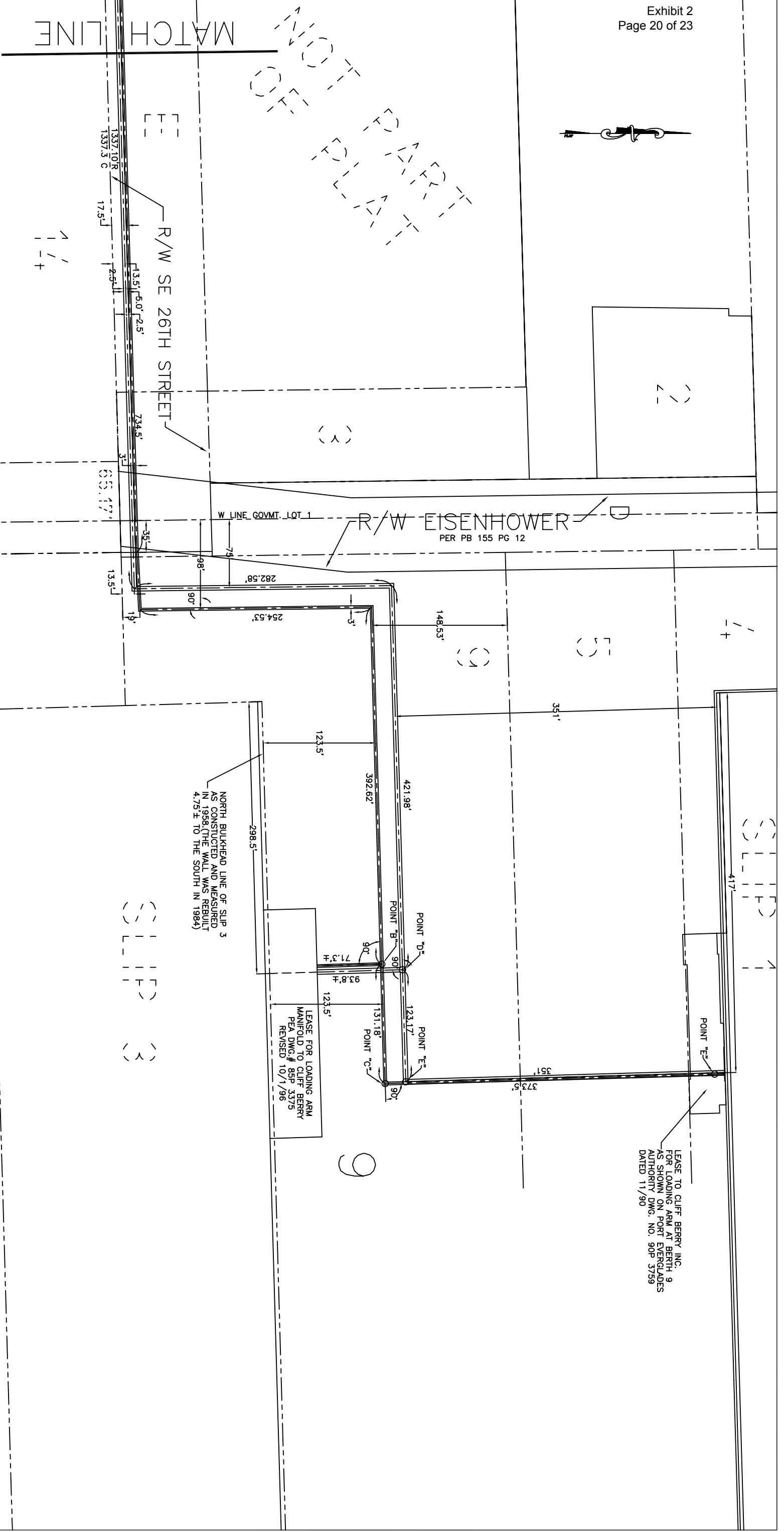
List Exhibits

Exhibit "A" – Description of property within which Licensee is permitted to install, maintain, and operate its Pipeline(s).



MATCH LINE

SEE SHEET 1 OF 2



NORTH BULKHEAD LINE OF SLIP 3
AS CONSTRUCTED AND MEASURED
IN 1958. (THE WALL WAS REBUILT
4.75' ± TO THE SOUTH IN 1984)

LEASE FOR LOADING ARM
MANIFOLD TO CLIFF BERRY
PEA DWG. # 85P 3375
REVISED 10/1/96

LEASE TO CLIFF BERRY INC.
FOR LOADING ARM AT BERTH 9
AS SHOWN ON PORT EVERGLADES
AUTHORITY DWG. NO. 90P 3759
DATED 11/90

EXHIBIT 'A' 2 OF 2
SKETCH OF DESCRIPTION

PORT EVERGLADES
A DEPARTMENT OF BROWARD COUNTY

CITGO PIPELINE EASEMENTS

DESIGNED	DRAWN	CHECKED	DRAWING NO.
DATE	SCALE	APPD NO.	SHEET
11/26/96	1"=50'	CITGO	2 OF 2

Beeline

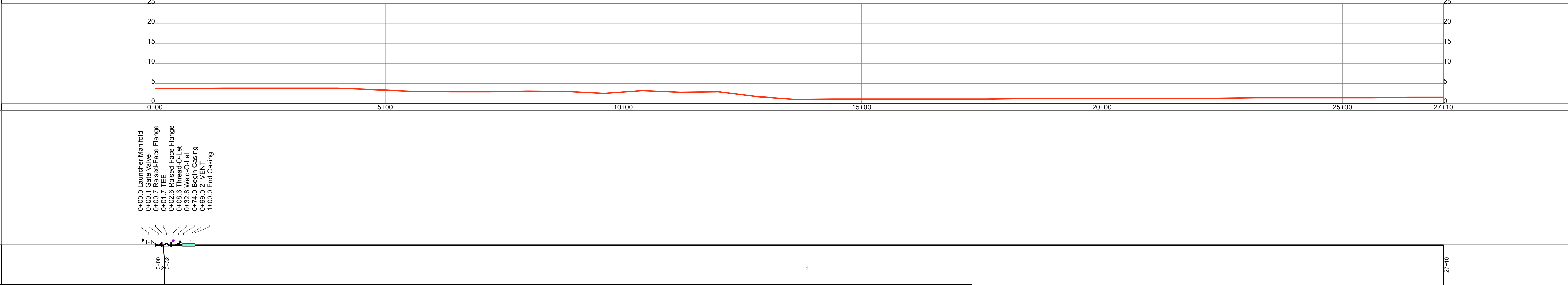
The W/2 of the SE/4 of the NW/4 of the SW/4; The E/2 of the NW/4 of the NW/4 of the SW/4; The E/2 of the SW/4 of the NW/4 of the SW/4; The W/2 of the NE/4 of the NW/4 of the SW/4; The SW/4 of the NW/4, Less the following: Beginning at the NW corner of the SW/4 of the NW/4, run east along North line of the SW/4 of the NW/4 275.2 feet, thence Southwesterly 678.03 feet to a point of South line of the NW/4 of the SW/4 of the NW/4 which point is 200.2 feet East of West line of Section 23, Township 50 South, Range 42 East, thence West 200.2 to West line of said section, thence North along said West line of said section to point of beginning, and less that part described in Deed Book 664, Page 92, Broward County, Florida, and less the E/2 of the F/2 of the SW/4 of the NW/4, and less one square acre in the SW corner of the SW/4 of the NW/4; All of said lands being in Section 23, Township 50 South, Range 92 East.

The pipeline to be laid hereunder shall be laid within a strip of land ten feet in width which has its Easternmost boundary the Easternmost boundary of the above-described property.

Right of Way
Crossings



Profile
Appurtenances
Pipe



Pipe Material Summary	
1	1" - 8.0000" x 0.2500" WT., X42, HERW, 1/11/1976
2	2" - 8.0000" x 0.3220" WT., X42, HERW, 3/20/2008
Casing	
0+74	1+00 26" Casing * Steel
External Coating	
0+00	0+35 Tape
0+35	1+00 TGF Coal Tar
1+00	1+03 Epoxy
1+03	8+54 TGF Coal Tar
8+54	9+05 Tape
9+05	27+10 TGF Coal Tar

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Mile Post Marker	Stoppole	CP - Rectifier	Valve
Aerial Marker	TOR	CP - Test Station	Tee
Pipeline Marker	TAP	Vent	Flange
Other Pipeline	WOL	PI - Pipe Bend	Reducer
Pipeline	Sta Equation	Sleeve	Casing
	123A - BEELINE - 8"	HCA	

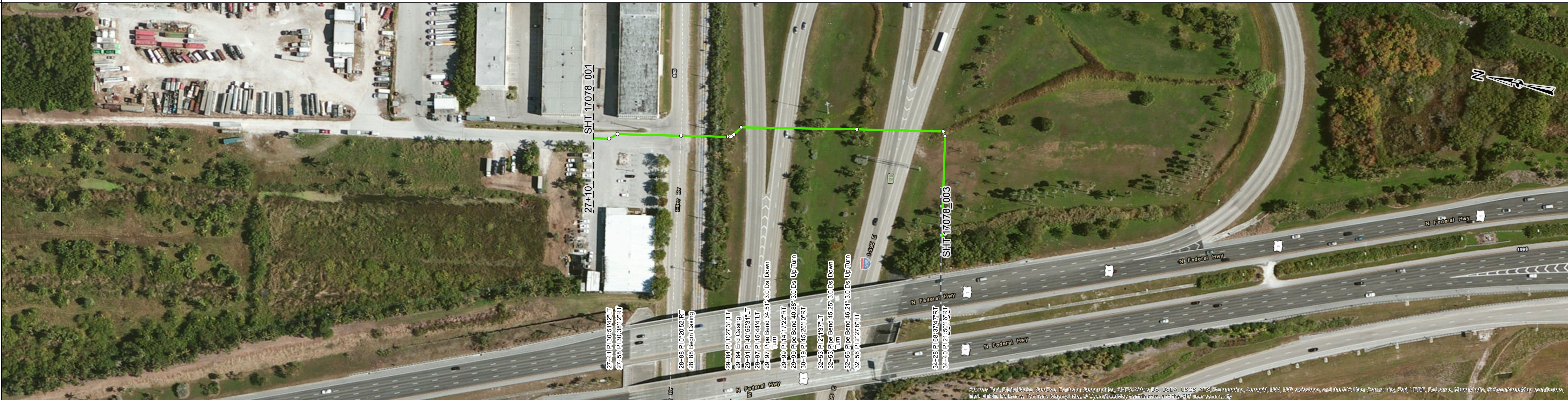
Port Everglades PL
123A - BEELINE - 8"

Eng. Sta. 0+00 to 27+10

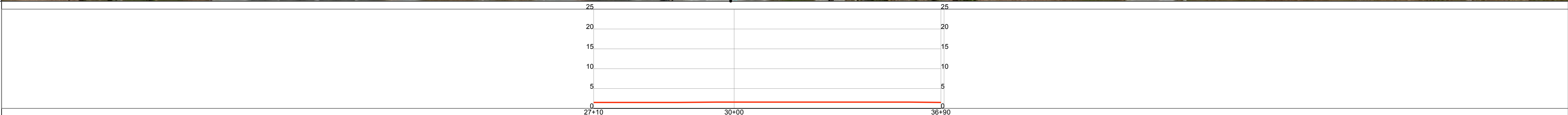
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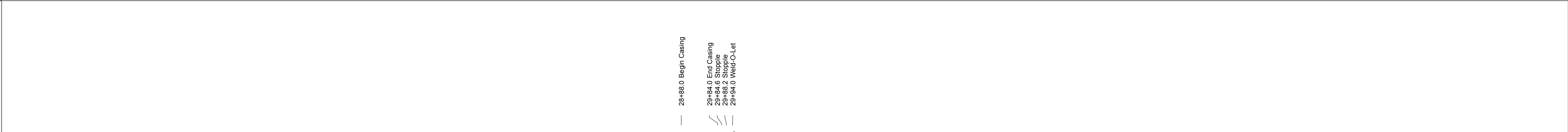
Right of Way
Crossings



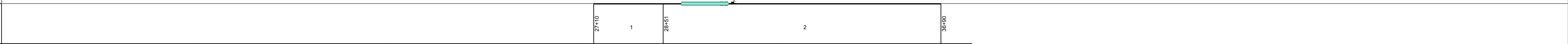
Profile



Appurtenances



Pipe



Material

Pipe Material Summary	
1	1' - 8.0000" x 0.2500" WT., X42, HERW, 1/1/1976
2	2' - 8.0000" x 0.3440" WT., Grade B, HERW, 1/1/1987
Casing	
28+88	29+84 96" Casing * Steel
External Coating	
27+10	36+90 TGF Coal Tar

Port Everglades PL 123A - BEELINE - 8"	
Eng. Sta.	27+10 to 36+90
Sheet Scale:	1" = 100'
Sheet Generated:	03/02/2015
Pipeline ID:	17078
Sheet No.:	002

