

LICENSE AGREEMENT
Between
BROWARD COUNTY
and
SOUTH FLORIDA MATERIALS CORP.
for
Bulk Petroleum Product Pipelines
at
PORT EVERGLADES
IN BROWARD COUNTY, FLORIDA

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PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

SOUTH FLORIDA MATERIALS CORP., a Florida corporation, authorized to transact business in the state of Florida, its successors and assigns, hereinafter referred to as "LICENSEE."

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

WHEREAS, the 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: deep water 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.

Based upon the foregoing, COUNTY has determined that the covenants of this License Agreement are essential in order to justify the expenditures associated with its role

in operating the Port.

WHEREAS, the LICENSEE desires to operate 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, removal, and replacement of Pipeline(s) to transport such Product(s) at the Port.

WHEREAS, this License Agreement ("Agreement") establishes the terms and conditions relating to the LICENSEE installing and maintaining Pipeline(s) and necessary appurtenances for the transportation 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, the COUNTY and LICENSEE, intending to be legally bound hereby agree as follows:

ARTICLE 1

RECITALS

- 1.1 The foregoing recitals are true and correct and are hereby incorporated herein by reference.
- 1.2 For purposes of this License Agreement, the Broward County Administrator, or designee, shall serve as Contract Administrator.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 Agreement - This License Agreement, the Whereas clauses, Recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.
- 2.2 Contract Administrator - The Broward County Administrator or designee whose primary responsibilities are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this License Agreement as set forth herein. In the administration of this License Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 2.3 COUNTY – Broward County, a political subdivision of the State of Florida, through its governing body, the Broward County Board of County Commissioners.
- 2.4 County Administrator – The administrative head of the COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

2.5 County Attorney – The chief legal counsel for the COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

2.6 Indemnified Matters – Any and all suits, claims, causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, losses, liabilities, obligations, penalties and expenditures of any kind including, attorney fees, court costs, and expenses.

2.7 License Agreement – This document, the Whereas clauses, recitals and Articles 1 through 23, inclusive. Other terms and conditions are included in the attached exhibits and documents that are expressly incorporated by reference.

2.8 LICENSEE – SOUTH FLORIDA MATERIALS CORP.

2.9 Pipeline(s) – On-site integral 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 or adjacent to the Premises described in Exhibit "A".

2.10 Port Director – The duly appointed Director of the Port Everglades Department of Broward County.

2.11 Premises – The land described in Exhibit "A."

2.12 Product(s) – Petroleum products, alternate fuels, and fuel blending components.

ARTICLE 3

GRANT/ RELOCATION BY LICENSEE

COUNTY hereby grants to LICENSEE the privilege and non-exclusive right to install, maintain, operate, repair, replace and remove one or more Pipeline(s) for the transportation of Product(s) under the lands owned by COUNTY within the Port and 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 12. 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 the request of LICENSEE, all expenses of deactivation, and/or 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 4

TITLE/RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title nor interest in and to the Premises, described in Exhibit "A," other than the privilege 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 5

TERM

This Agreement shall be effective on the date it is fully executed by all parties and shall continue for a period of ten (10) years unless sooner terminated as provided herein.

ARTICLE 6

BULK PETROLEUM PRODUCT PIPELINE INSTALLATIONS/ RESERVATION OF RIGHT TO USE SURFACE.

6.1 The Pipeline(s) shall be laid underground so that there will be not less than thirty-six (36) covered inches between the top of the Pipeline(s) and the surface of the land unless otherwise agreed to in writing by Port Everglades Department and thereafter maintained in a good state of repair. Such installation 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 and the operator of the railroad facilities at the Port.

6.2 COUNTY shall insure that, once installed, the depths of the Pipeline(s) shall not be disturbed by others in the Port by surface removal or otherwise. Should any pavement, railroad trackage, or other improvement be damaged or removed during the installation, maintenance, repair, replacement or removal of the Pipeline(s) herein provided for, or should any such pavement, railroad trackage, or other improvement subside or otherwise deteriorate after such installation or repair for reasons caused by work or installation done by LICENSEE or its operation, maintenance, or removal of the Pipeline(s), LICENSEE shall at its own expense replace, restore, or repair same to the condition at least equal to that existing immediately prior to such damage or removal.

6.3 This license is subject to the understanding of the parties that the Pipeline(s) will be installed and maintained below ground. COUNTY expressly reserves the right to continue to use or to allow third parties to use the surface of the Premises accommodating the license hereby granted, including the right to store cargo thereon; provided, that such continued use will not unreasonably interfere with the rights and uses granted LICENSEE hereunder. COUNTY agrees that it will not build, or allow to be built, any permanent structures on the Premises during the term hereof.

6.4 If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of the 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.

6.5 LICENSEE shall repair any damage or injury to the Premises caused by its exercise of the privileges granted in this Agreement, including all buildings and structures, promptly restoring the same to the condition at least equal to that existing immediately prior to such damage or injury, at no cost whatsoever to COUNTY. The obligation of the LICENSEE in this respect shall not only survive the original installation of the Pipeline(s) or damage or injury, but shall be applicable to further replacements required because of the settlement of earth or other cover materials or otherwise unless such damage is caused by others.

6.6 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.

6.7 COUNTY shall have the right, at any time during the term of this Agreement, to install, develop or re-develop utilities, cables, roads, parking areas, pavements, piers, docks, deep water slip areas, railroad tracks, or other Port related infrastructure under, over, and within the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Pipeline(s) and not unreasonably interfere with LICENSEE's operations. If relocation of Pipeline(s) is necessary as determined by COUNTY, 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 and/or develop such improvements shall be given by COUNTY to LICENSEE 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, removal, or relocation of the Pipeline(s), both LICENSEE and COUNTY will ensure that each others operations shall not be unreasonably interrupted. LICENSEE is aware that the Port Master Plan, as currently written, envisions the re-development of existing petroleum

piers, which would require relocation or removal of the Pipeline(s) by the LICENSEE at its expense.

ARTICLE 7

LICENSEE'S CONFORMANCE TO RULES AND REGULATIONS OF COUNTY

7.1 LICENSEE agrees to conform to and abide by such written rules, regulations, and policies as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning or removing 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.

7.2 LICENSEE, upon written request by COUNTY, shall provide COUNTY a copy of its Pipeline(s) preventative maintenance, testing and inspection records. All maintenance tests shall be performed in accordance with the latest provisions of Chapter 62-762, F.A.C., and other applicable state and federal regulations.

7.3 COUNTY, at its own expense, may conduct site inspections of the Premises and Pipeline(s) as required, upon reasonable notice to LICENSEE.

7.4 LICENSEE shall comply with all applicable federal, state and local statutes and administrative rules and shall follow industry standards as criteria to operate, maintain, and repair the Pipeline(s) to ensure an adequate level of competence.

7.5 It is a requirement of the COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code. Execution of this Agreement by the LICENSEE shall serve as the LICENSEE'S required certification that they either have or that they will establish a drug free work place in accordance with Chapter 21.31(a) of the Broward County Procurement Code.

7.6 LICENSEE shall demonstrate the adequacy of the corrosion protection of Pipeline(s) by either: (1) providing the COUNTY with quarterly written reports detailing cathodic protection current readings of their equipment; or (2) actively participating in the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization which the COUNTY monitors regularly and which provides the COUNTY with an annual Cathodic Protection Survey.

7.7 To facilitate effective cathodic protection of Pipeline(s) and insure compatibility of the cathodic protection system(s), as applied to numerous other pipes and equipment, in close proximity to the Pipeline(s) but owned by different companies, the COUNTY recognizes and supports the activities of the Port Everglades Corrosion Coordinating Committee, Inc., or its successor organization subject to written rules, regulations, guidelines and policies as may be imposed by the COUNTY with reference to

placement of cathodic protection systems on COUNTY owned land within the Port.

7.8 LICENSEE shall provide the COUNTY with immediate notification of all failures or incidents involving suspected failures of Pipeline(s) followed by a copy of Incident Notification Form and/or Discharge Report Form concurrent with the State required filing. LICENSEE shall provide the COUNTY with copies of all follow-up correspondence with State and COUNTY environmental officials regarding reported failures or incidents and any resulting discharge.

7.9 In the event a structural failure of a Pipeline(s) occurs, LICENSEE agrees that in addition to standard testing requirements currently in place for hydrostatic testing, it shall also contract with an independent inspection and testing company to provide an in depth analysis of the condition of the Pipeline(s) utilizing a current method of inspection acceptable to the COUNTY and LICENSEE.

7.10 At a minimum such analysis will include a review of previous API 570 inspection reports, an assessment of the effectiveness of the cathodic protection, cause of incident/failure, and a repair or replacement plan designed to avoid a re-occurrence.

7.11 Information regarding bulk product piping incidents or failures will be analyzed internally by the COUNTY, and if necessary, referred to a consultant for further consideration at LICENSEE's expense. Any such consultant shall be approved by LICENSEE and COUNTY before being engaged, and the approval of the consultant by LICENSEE and COUNTY shall not be unreasonably withheld.

ARTICLE 8

NOTICE

Any notice required or intended to be sent to the parties with reference to the subject matter of this Agreement shall be sufficient if posted by registered or certified mail addressed as follows:

Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy mailed to:

PORT EVERGLADES:
Attention: Port Director
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to the LICENSEE shall be addressed to:

SOUTH FLORIDA MATERIALS CORP.
Attn: President
101 Sansbury's Way
West Palm Beach, FL 33411

With a copy mailed to:

SOUTH FLORIDA MATERIALS CORP.
Attn: Terminal Manager
P.O. Box 461119
Fort Lauderdale, FL 33346

ARTICLE 9

NON-EXCLUSIVE

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 or under the Pipeline(s) installed by LICENSEE hereunder provided that no such grant shall interfere with the rights and uses granted to LICENSEE hereunder.

ARTICLE 10

TIME OF 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 11

TERMS BINDING ON SUCCESSORS AND ASSIGNS

The provisions and terms hereof shall extend to and be binding upon the parties hereto their successors and assigns.

ARTICLE 12

INDEMNIFICATION

12.1 LICENSEE covenants and agrees at its sole cost and expense, to indemnify, and at the County Attorney's option defend or pay for an attorney selected by the County Attorney to defend, and hold COUNTY, its officers, agents, servants and employees harmless from and against Indemnified Matters, which may at any time be imposed upon, incurred by or asserted or awarded against COUNTY and caused by the negligent act or omission of LICENSEE, arising from or out of the past, present, or future installation, operation, maintenance, replacement, repair, abandonment or removal of the Pipeline(s) or other use of the Premises or actions taken in order to bring the terminal facility within the Port's controlled access area (whether legal or illegal) by LICENSEE, its predecessors, successors, assigns, servants, agents, or employees, except to the extent such Indemnified Matters arise directly from the negligence of COUNTY or willful misconduct of COUNTY, its predecessor, servants, agents, or employees. The provisions of this section shall survive the expiration of earlier termination of this Agreement.

12.2 Promptly after the receipt by COUNTY of written notice of any demand or claim or the commencement of any action, suit or proceeding in respect of any of the Indemnified Matters, COUNTY shall notify LICENSEE thereof in writing; but the failure by COUNTY promptly to give such notice shall not relieve LICENSEE of any liability which it may have to COUNTY hereunder.

12.3 It is expressly understood and agreed that failure by COUNTY to object to any actions taken by LICENSEE or LICENSEE's failure to take any action shall not be construed to be an approval by COUNTY of such actions or failure to act.

12.4 LICENSEE's indemnity obligations under this Agreement are exclusive of, and in addition to, any and all insurance obligations which LICENSEE has under this Agreement and shall survive the term of this Agreement.

12.5 COUNTY agrees to cooperate with LICENSEE with respect to the Indemnified Matters.

ARTICLE 13

LICENSEE'S RIGHT TO ENTER; REQUIRED CONSTRUCTION PERMITS

13.1 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 operating, installing, repairing, replacing, maintaining and removing the Pipeline(s).

13.2 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 COUNTY for such planned work has been given. Such written approval by COUNTY shall not be unreasonably withheld.

13.3 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 re-keying), 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.

13.4 LICENSEE agrees it shall not begin any work involving installation of any Pipeline(s) until detailed construction plans have been submitted to the COUNTY and written approval of COUNTY for such work has been given. Such written approval by COUNTY shall not be unreasonably withheld.

ARTICLE 14

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

14.1 LICENSEE shall pay or cause to be paid 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, any amendments thereto or reissues thereof.

14.2 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 by water and upon which wharfage charges have already been paid to COUNTY, unless such products have been processed, manufactured, blended for quality purposes or otherwise changed or sold.

14.3 All wharfage charges imposed by COUNTY and paid by LICENSEE shall be determined by shore tank measurements taken before and after delivery 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 which 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 three (3) business days' prior notice and during normal business hours, to inspect LICENSEE's books and all other appropriate records in connection with such deliveries from time to time and at such reasonable times as may be agreed upon between the parties. 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.

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

14.5 For the pipeline connecting the South Florida Materials Terminal with Everglades pipeline as referenced in Exhibit "A" and for the non-exclusive right to construct, operate and maintain the pipeline and related appurtenances within the two (2) foot wide strip of land LICENSEE shall pay COUNTY consideration in the amount of Four Thousand Fifty dollars and Seventy Nine cents (\$4,050.79) annually, subject to adjustment as hereinafter provided. This annual license fee is due and payable in advance, without billing, on the first day of each "License Year" (as hereinafter defined) during the term of this Agreement. In addition, LICENSEE shall pay any and all applicable sales taxes on such sum. Payments received by COUNTY more than fifteen (15) days after the due date shall be subject to interest at the rate of eighteen per cent (18%) per annum on the unpaid amount. The acceptance by the COUNTY of any payment made after the due date shall not be construed as a waiver of any interest due hereunder.

14.6 The COUNTY and LICENSEE agree that the license fee established in subparagraph 14.5, above, shall be adjusted each and every year ("License Year") commencing one (1) year after the Commencement Date ("Adjustment Date"); and on the first day of each License Year thereafter as hereinafter set forth; provided, however, in no event shall annual license fee payments be less than the total annual license fee paid during the preceding License Year.

- 14.6.1 On the Adjustment Date the annual license fee shall be increased by the greater of three per cent (3%) per year or the increase in the Consumer Price Index Numbers (CPI) for all Urban Consumers (CPI-U), 1982-1984 =100, Miami-Fort Lauderdale Consumer Price Index, all items, as published by the U.S. Bureau of Labor Statistics, for such subsequent year relative to the CPI for the prior License Year.
- 14.6.2 The license fee and the adjustment made based upon the provisions of this paragraph shall be made solely by COUNTY. Upon determining the fee adjustment of the applicable License Year period as provided above, the COUNTY shall advise LICENSEE of the new license fee for such period, which shall be accompanied by evidence supporting the manner in which COUNTY determined the new adjusted license fee, which evidence shall be in sufficient detail to enable LICENSEE to verify COUNTY'S calculations. Any publication by either the United States Department of Labor or the United States Department of Commerce in which such Index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving this License without further proof of authenticity. Should the Bureau of Labor Statistics cease publishing the above-described Index, then such other Index as may be published by the United States Department of Labor that most nearly approximates the discontinued Index shall be used in making the adjustments described above. Should the United States Department of Labor discontinue publication of an Index approximating the Index contemplated, then such Index as may be published by another United States governmental agency which most nearly approximates the Index first above referenced shall govern and be substituted as the Index to be used.
- 14.6.3 The "CPI Factor" is a fraction, the numerator of which shall be the Index Number indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the Index Number indicated for the same month occurring in the prior calendar year. The product of the multiplication of the "CPI Factor" by the annual license fee for the immediate preceding License Year shall be the adjusted annual license fee amount for the forthcoming License Year.

ARTICLE 15

COVENANTS OF PARTIES

15.1 COUNTY covenants and agrees with LICENSEE that throughout the term hereof, it will provide, maintain and make available for use by LICENSEE, deep-water 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 violation or breach by COUNTY of its obligations hereunder.

15.2 Facilities having specifications substantially the same as those which exist at the time of the execution of this Agreement are acknowledged as fulfilling COUNTY's obligation with regard to the terms of this Section.

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

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

- 15.4.1 LICENSEE, its parent, and affiliated or related companies will not import Product(s) into the Port Everglades Jurisdictional Area by any means other than by water or rail.
- 15.4.2 The incidental transporting of Product(s) or of additives by truck into LICENSEE's Terminal at the Port in the normal course of the operation of its storage facilities as well as the temporary transporting of such Product(s) into the Port by truck prompted by the force majeure conditions provided for in Article 22. FORCE MAJEURE herein, are permitted and shall not be considered in violation of the terms hereof.
- 15.4.3 In the event LICENSEE brings into the Port, Product(s) by means other than by water or rail, other than the exception involving the transporting by truck as provided for hereinabove, 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 21. TERMINATION/NON-USE, herein.

ARTICLE 16

INSURANCE REQUIREMENTS

16.1 LICENSEE shall maintain for the term of this Agreement, Commercial General Liability, Workers Compensation, Business Automobile Liability and Environmental Impairment Liability in the amounts as follows:

- 16.1.1 Commercial General Liability in the amount of \$25,000,000.00 combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name Broward County Board of Commissioners as an additional insured.
- 16.1.2 Prior to initiating construction on COUNTY property contractor shall submit a certificate of insurance with Environmental Impairment Liability in the minimum amount of \$10,000,000.00 per occurrence.
- 16.1.3 Business Auto Liability in the minimum amount of \$50,000.00 per person, and \$100,000.00 per incident as to Bodily Injury and \$20,000.00 per incident as to Property Damage, with no deductible. Such policy shall insure owned, non-owned and hired vehicles.
- 16.1.4 Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

16.2 Any policies of insurance obtained hereunder shall be evidenced by certificate(s) of insurance which provide COUNTY with thirty (30) days' prior written notice of cancellation and/or non-renewal. LICENSEE may elect to self-insure these insurance requirements in lieu of obtaining policies for the types and at the limits provided herein.

16.3 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) days prior to the Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review within sixty (60) days of request.

ARTICLE 17

COMPLIANCE WITH LAWS

17.1 LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12 and all federal, state and local laws, 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.

17.2 LICENSEE agrees to comply with applicable federal and state Aboveground Storage Tank regulations including the use of double-walled pipe for all underground Pipeline(s) installed/maintained by LICENSEE.

17.3 LICENSEE further agrees that it shall take all steps necessary to comply with applicable provisions of federal, state or 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.

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

ARTICLE 18

LICENSE, PERMITS, TAXES

18.1 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.

18.2 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 19

ASSIGNMENT

Neither this Agreement nor any rights or privileges emanating therefrom shall be assigned, transferred or sub-let without the prior written consent of COUNTY, which consent shall not be unreasonably withheld.

ARTICLE 20

DEFAULT – REMEDIES

20.1 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) days after written notice of such default is given (as provided for in Article 8. NOTICE herein), the nondefaulting party, at its option, may terminate this

Agreement.

20.2 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 21

TERMINATION/NON-USE

21.1 In addition to termination by COUNTY or LICENSEE in accordance with Article 20. DEFAULT - REMEDIES herein, this Agreement may be terminated by COUNTY upon non-use of the Pipeline(s) by LICENSEE for a continuous period of three (3) years.

21.2 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 COUNTY shall either:

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

21.2.2 Deactivate and/or abandon Pipeline(s) or segments thereof, in accordance with specifications approved in writing by COUNTY and in accordance with all applicable federal, state or local statutes or regulations.

21.3 Such removal, abandonment or deactivation shall commence within sixty (60) days from the end of the term or extensions or sooner termination and shall proceed uninterruptedly to completion. In conjunction with the removal, abandonment or deactivation, 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 applicable federal, state and/or local statutes or 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 22

FORCE MAJEURE

In the event that either party is delayed or prevented from fulfilling its obligations hereunder by acts of God, fires, hurricanes, floods, governmental action, acts of war, strikes or any other cause beyond its control, such failure shall not be deemed to be a breach of this Agreement and the time within which it must perform any such requirement shall be extended by a period of time equal to the period of delay arising from any of said

ARTICLE 23

MISCELLANEOUS

23.1 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.

23.2 Upon completion of construction, LICENSEE shall, at its expense, provide the COUNTY with a complete set 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 set of machine readable disks containing electronic data in an AUTOCAD format or other format acceptable to the COUNTY. Plans will be updated to reflect completion of any additional installation and any 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 and repair of the Pipeline(s), LICENSEE shall furnish COUNTY with two sets of "as built" plans.

23.3 It is agreed by and between the parties hereto that 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 the COUNTY.

23.4 LICENSEE acknowledges that COUNTY is subject to Development Orders issued pursuant to Chapter 380, Florida Statutes, by the City of Fort Lauderdale, the City of Dania, and Broward COUNTY (collectively, "Development Orders"). COUNTY has completed its 1994 Fort Lauderdale-Hollywood International Airport Master Plan Update ("Master Plan Update") and its 1994 Fort Lauderdale-Hollywood International Airport FAR Part 150 Program Update ("Part 150 Update"). Accordingly, COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with such plans and the implementation of such plans, which may include the following: (1) amendment of the existing Development Orders consistent with Chapter 380, Florida Statutes, as may be amended; (2) Preliminary Development Agreement(s) from the Department of Community Affairs consistent with Chapter 380, Florida Statutes, as may be amended; (3) land use and zoning amendments pursuant to Chapter 163, Part II, Florida Statutes, as may be amended; (4) federal requirements; (5) such environmental permitting as may be required by federal, state, or local regulations; and (6) any other regulatory approvals as may be required by any governmental authority having jurisdiction over the issuance of permits for the approval and implementation of the Master Plan Update and the Part 150 Update.

23.4.1 LICENSEE agrees to cooperate with COUNTY in connection with COUNTY's efforts to obtain the Regulatory Approvals. From and after the date of execution of this Agreement, LICENSEE agrees to support COUNTY's efforts to obtain the Regulatory Approvals by executing any document(s) or instrument(s) reasonably requested by COUNTY in order to assist COUNTY in obtaining the Regulatory Approvals, provided that LICENSEE shall not be required to bear any expense in connection therewith or execute any document which is in conflict with the rights granted LICENSEE herein.

23.5 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.

23.6 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed by both parties with the same formality as this Agreement.

23.7 SEVERABILITY. In the event this Agreement or a portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

23.8 JOINT PREPARATION. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

23.10 NO WAIVER. No waiver by COUNTY or LICENSEE of any default committed on the part of the other party in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed shall constitute a waiver or be construed to be a waiver by COUNTY or LICENSEE of any prior or subsequent default committed hereunder.

23.11 CAPTIONS AND HEADINGS. The Section headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

23.12 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.

23.13 CHOICE OF LAW AND VENUE. Any controversies or legal cause of action arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be prosecuted in the state courts of Broward COUNTY, Florida the venue situs, and shall be governed by the laws of the State of Florida.

23.14 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT. The LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. The LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by the COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

23.15 The LICENSEE'S decisions regarding the operations outlined in this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

23.16 The LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

23.17 AUDIT RIGHT AND RETENTION OF RECORDS.

- 23.17.1 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 the Agreement.
- 23.17.2 LICENSEE shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to LICENSEE's records, LICENSEE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by LICENSEE. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

23.18 SECURITY.

- 23.18.1 Prior to commencing terminal and/or pipeline operations LICENSEE's terminal shall be brought within the Port's restricted public access area as depicted in Exhibit "B". Security upgrades such as area perimeter fencing, associated road and gate additions or modifications shall be made by LICENSEE at LICENSEE's expense in accordance with specifications provided by COUNTY and consistent with COUNTY installed perimeter fencing in other areas of PORT with no expense to COUNTY. COUNTY will maintain the perimeter fencing installed by LICENSEE and LICENSEE will provide access to COUNTY for maintenance or repair.
- 23.18.2 To the extent applicable to the Premises, and while on the Premises and other land subject to Section 311.12, F.S., within the Port, LICENSEE, at its sole cost, shall comply with Section 311.12, F.S., Seaport Security Standards, and Section 311.125, F.S., Uniform Port Access Credential System, as same may be amended from time to time, relating to security regulations for

ports, and shall obtain all necessary security clearances, including criminal background checks for the LICENSEE's employees, contractors, or subcontractors, that may be required pursuant to the COUNTY's security plan for the Port.

23.18.3 The Federal Government is currently in the process of finalizing requirements for a Transportation Worker Identification Credential (TWIC) and the State of Florida is currently in the process of finalizing requirements for the Florida Uniform Port Access Credential (FUPAC). LICENSEE will be responsible for complying with the applicable TWIC and FUPAC requirements once they are implemented.

23.19 DISPOSAL. The LICENSEE shall be responsible for the disposal of rail, track steel products and railroad creosoted timbers at no expense to COUNTY.

23.20 MULTIPLE ORIGINALS. This Agreement may be executed in four (4) counterparts, each of which shall be deemed to be an original.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this License Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor, authorized to execute same by Board action on the 5th day of February, 2008, and SOUTH FLORIDA MATERIALS CORP., signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
Asst. County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida



[Signature]
Mayor

day of February, 2008

Reviewed and Approved by
Risk Management

[Signature]
Risk Management Division

* Approved as to form by
JEFFREY J. NEWTON, County Attorney
Office of County Attorney
Broward County, Florida
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 523-2613

By: [Signature]
Angela J. Wallace
Assistant County Attorney

LICENSEE

WITNESSESES:

SOUTH FLORIDA MATERIALS CORP.

By [Signature]
RICHARD A. VOGEL
(PRINT NAME)

By [Signature]
TODD M. CANNON, VICE PRESIDENT
(NAME & TITLE)

By [Signature]
MARK S. HUFF
(PRINT NAME)

17th day of January, 2008

EXHIBIT "A"

LAND DESCRIPTION
12' CARGO LINE EASEMENT
PORT EVERGLADES

A 12.00 FOOT WIDE STRIP OF LAND LYING IN BROWARD COUNTY PORT AUTHORITY RAILWAY RIGHT-OF-WAY, SOUTHEAST 26TH STREET RIGHT-OF-WAY, EISENHOWER BOULEVARD RIGHT-OF-WAY, AND A PORTION OF PORT EVERGLADES SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL "A", PHILLIPS INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 01°36'15" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", 94.00 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE NORTH 88°02'56" EAST, 20.51 FEET;

THENCE NORTH 02°08'55" WEST, 338.77 FEET;

THENCE NORTH 01°33'43" WEST, 704.19 FEET;

THENCE NORTH 88°39'57" EAST, 48.92 FEET TO **REFERENCE POINT "A"**

THENCE NORTH 01°40'39" EAST, 256.36 FEET;

THENCE NORTH 43°19'21" EAST, 18.54 FEET;

THENCE NORTH 00°32'11" EAST, 252.76 FEET;

THENCE NORTH 01°36'24" WEST, 145.86 FEET;

THENCE NORTH 63°19'31" EAST, 316.30 FEET;

THENCE NORTH 02°18'43" WEST, 115.18 FEET;

THENCE NORTH 47°18'43" WEST, 33.28 FEET;

THENCE NORTH 02°18'43" WEST, 61.39 FEET;

THENCE NORTH 67°27'40" EAST, 39.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 22°32'20" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE);

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 492.09 FEET, A CENTRAL ANGLE OF 14°14'53", AN ARC DISTANCE OF 122.37 FEET;

THENCE NORTH 87°55'35" EAST, 1118.34 FEET;

THENCE NORTH 59°58'23" EAST, 196.61 FEET;

THENCE NORTH 87°49'04" EAST, 305.04 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

TOGETHER WITH:

A 6.00 FOOT WIDE STRIP OF LAND LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SAID REFERENCE POINT "A";

THENCE SOUTH 01°40'39" EAST, 2.96 FEET;

THENCE NORTH 88°44'31" EAST, 6.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°44'31" EAST, 27.21 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION PREPARED BY:

SHAH, DRTOS & ASSOCIATES, P.A.

3410 NORTH ANDREWS AVENUE EXTENSION

POMPANO BEACH, FLORIDA 33064

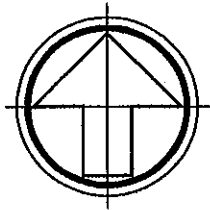
PREPARED BY: MDR

CHECKED BY: MDR

PROJECT NO.: 06-0798

**FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\LEGAL\12'CARGO LINE
EASEMENT-ALT 4**

January 18, 2008



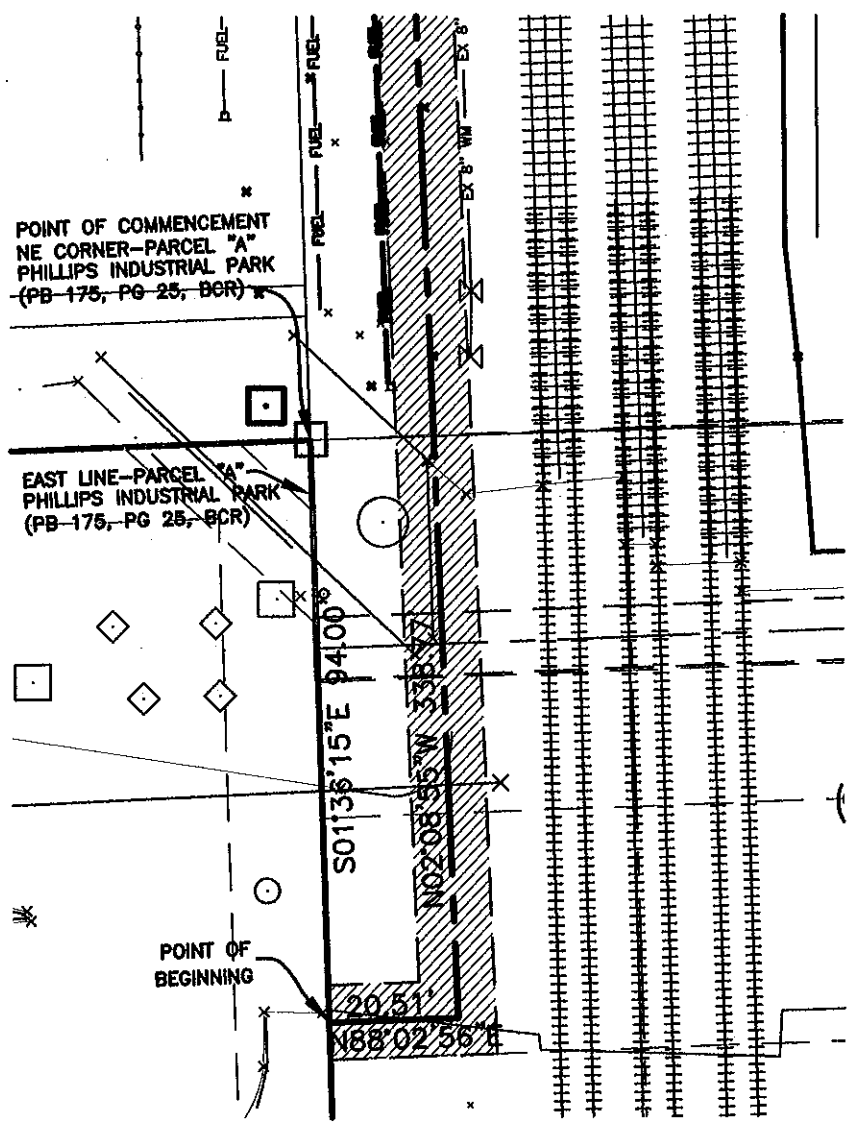
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12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES

SCALE: 1"=30'

MATCHLINE—SEE SHEET 4 OF 23 SHEETS



PROJECT NO: 06-0798A01
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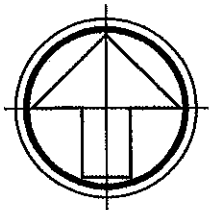
SHEET 3 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

SDA SHAH DROTOS

ENGINEERING
SURVEYING
PLANNING

& ASSOCIATES
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754



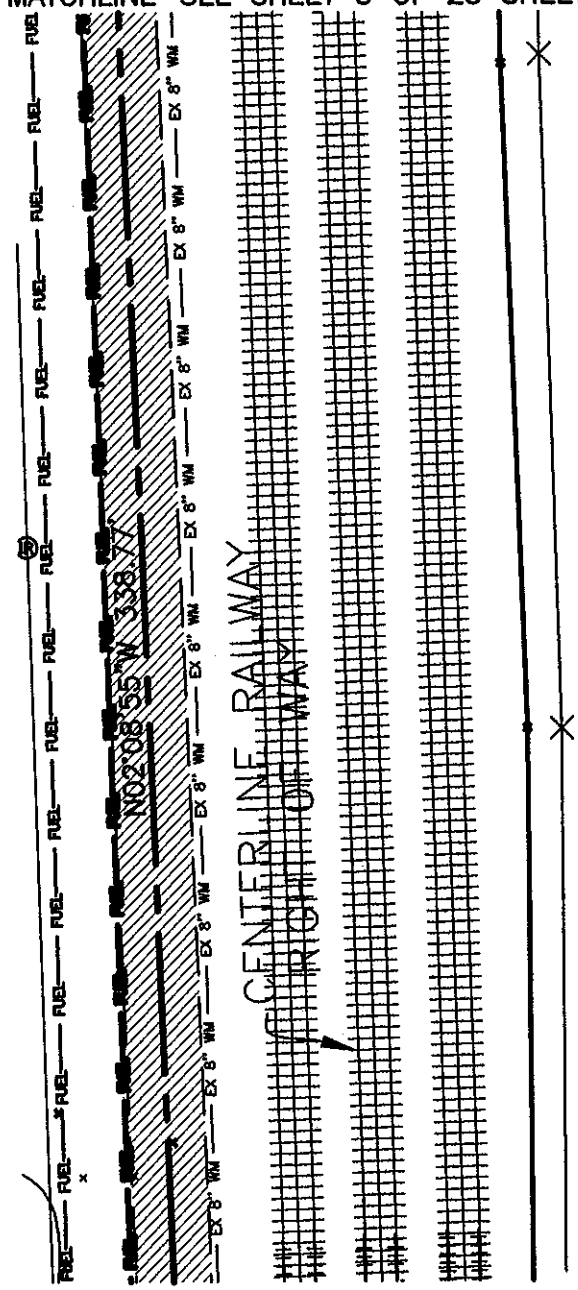
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES

SCALE: 1"=30'

MATCHLINE--SEE SHEET 5 OF 23 SHEETS



MATCHLINE--SEE SHEET 3 OF 24 SHEETS

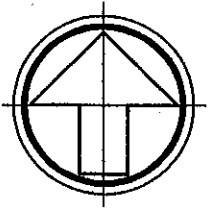
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SHEET 4 OF 23 SHEETS

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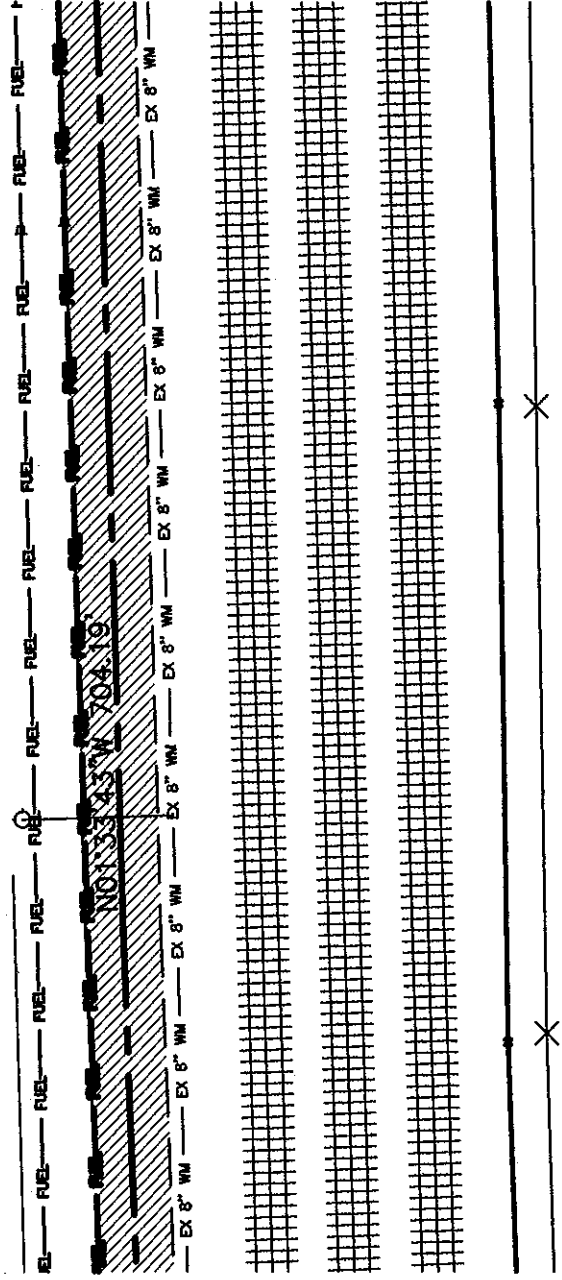
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES

SCALE: 1"=30'

MATCHLINE—SEE SHEET 6 OF 23 SHEETS



MATCHLINE—SEE SHEET 4 OF 23 SHEETS

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SHEET 5 OF 23 SHEETS

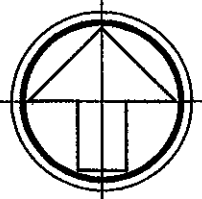
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SKETCH OF DESCRIPTION

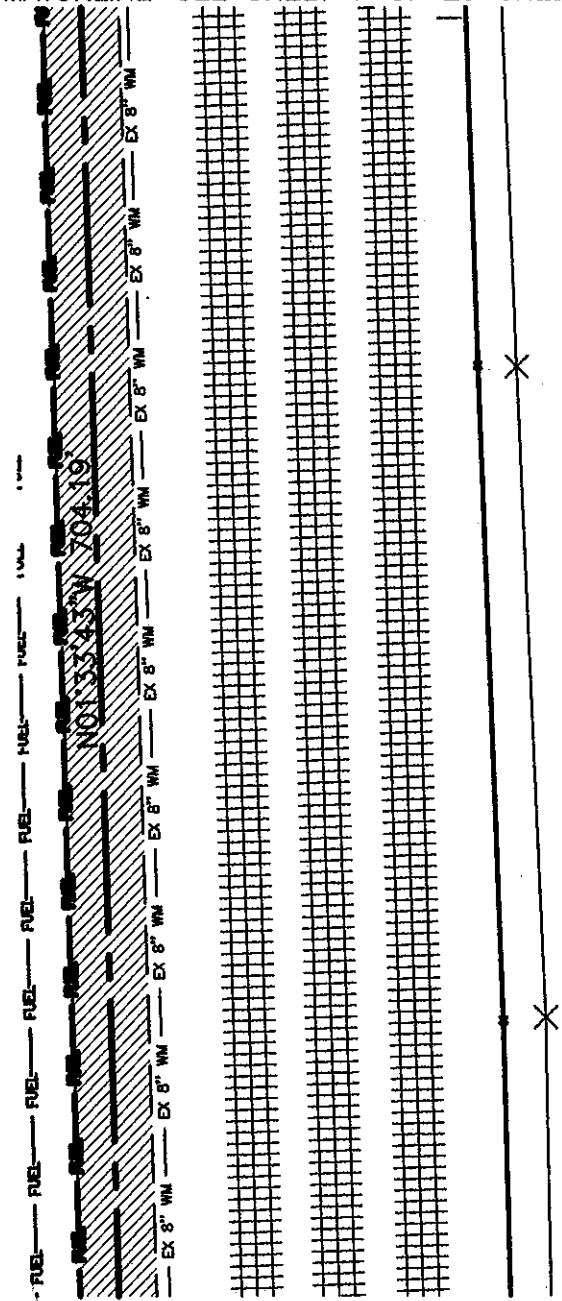
12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 7 OF 23 SHEETS



MATCHLINE—SEE SHEET 5 OF 23 SHEETS

PROJECT NO: 06-0798A01
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SHEET 6 OF 23 SHEETS

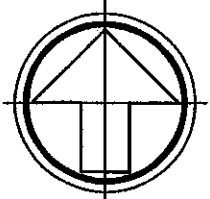
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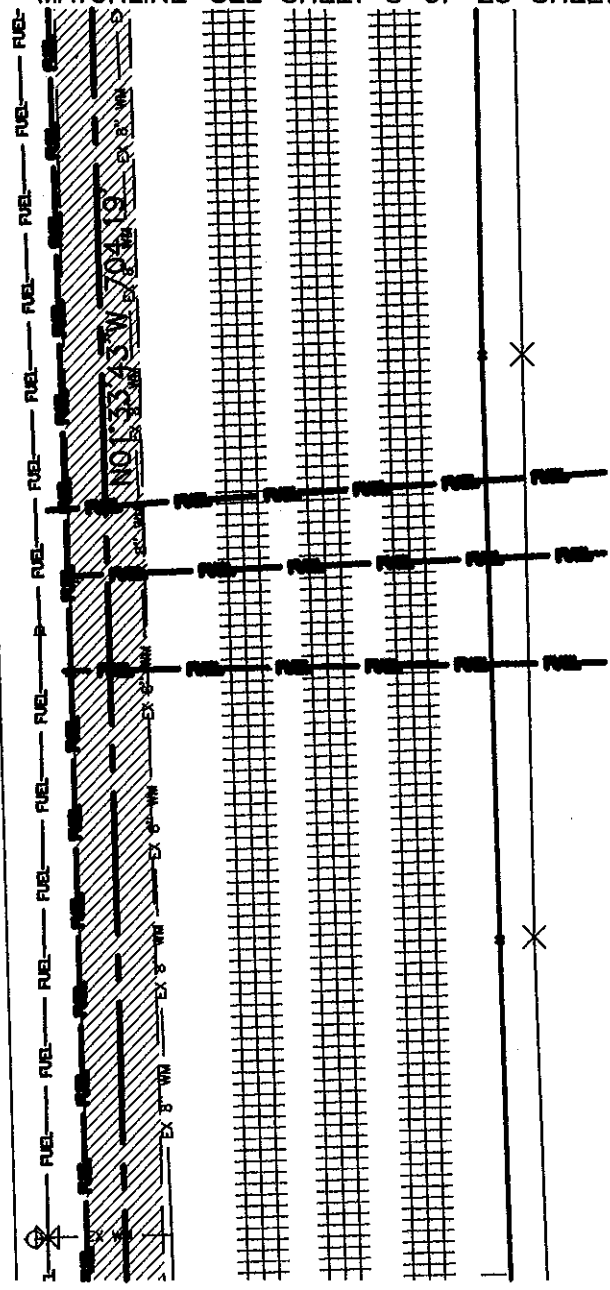
12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 8 OF 23 SHEETS



MATCHLINE—SEE SHEET 6 OF 23 SHEETS

PROJECT NO: 06-0798A01
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SHEET 7 OF 23 SHEETS

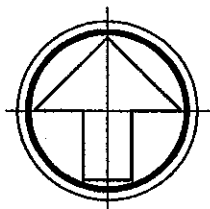
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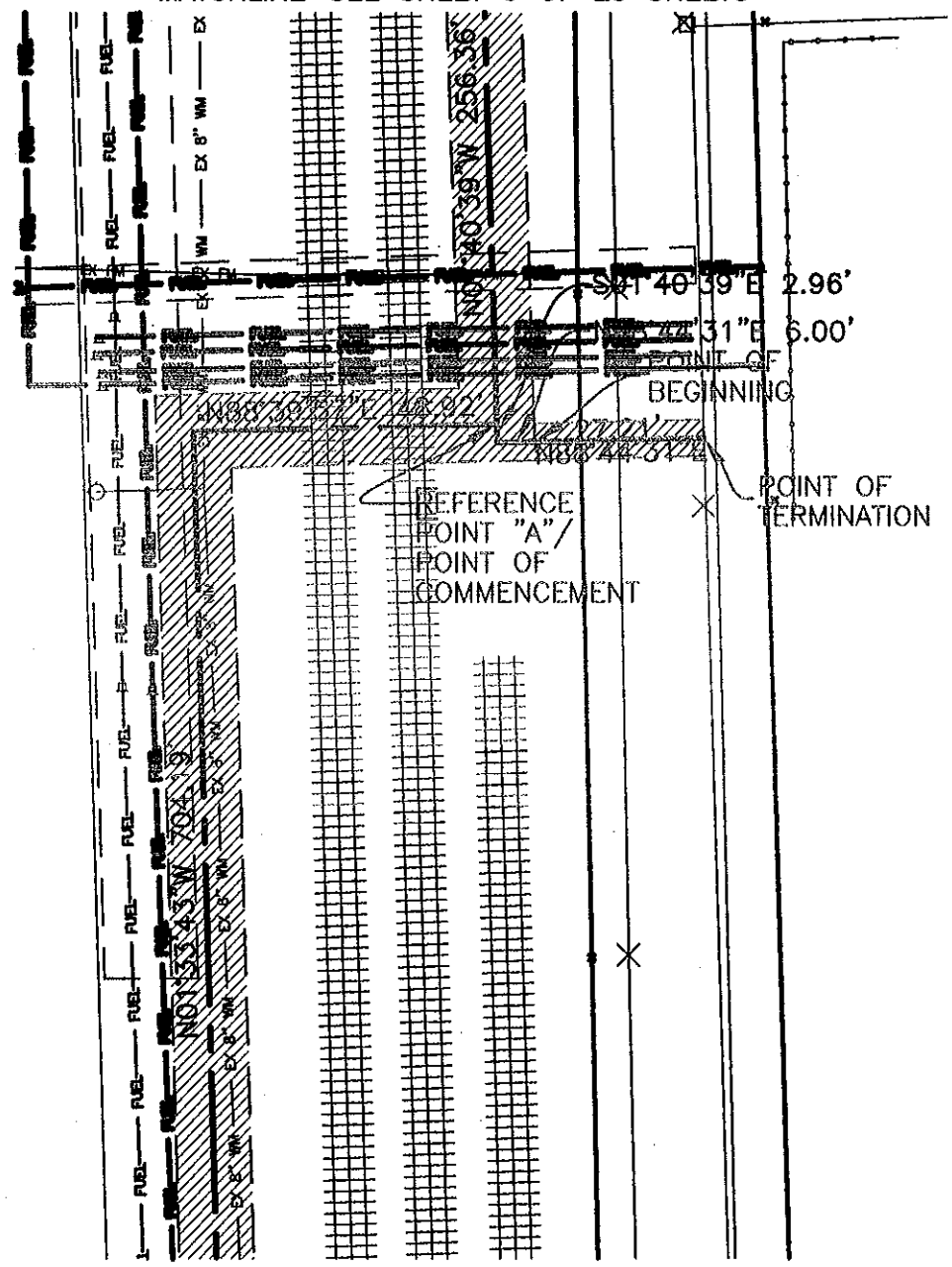
12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 9 OF 23 SHEETS



MATCHLINE—SEE SHEET 7 OF 23 SHEETS

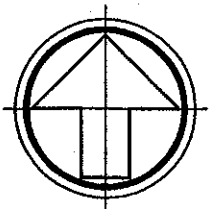
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SHEET 8 OF 23 SHEETS

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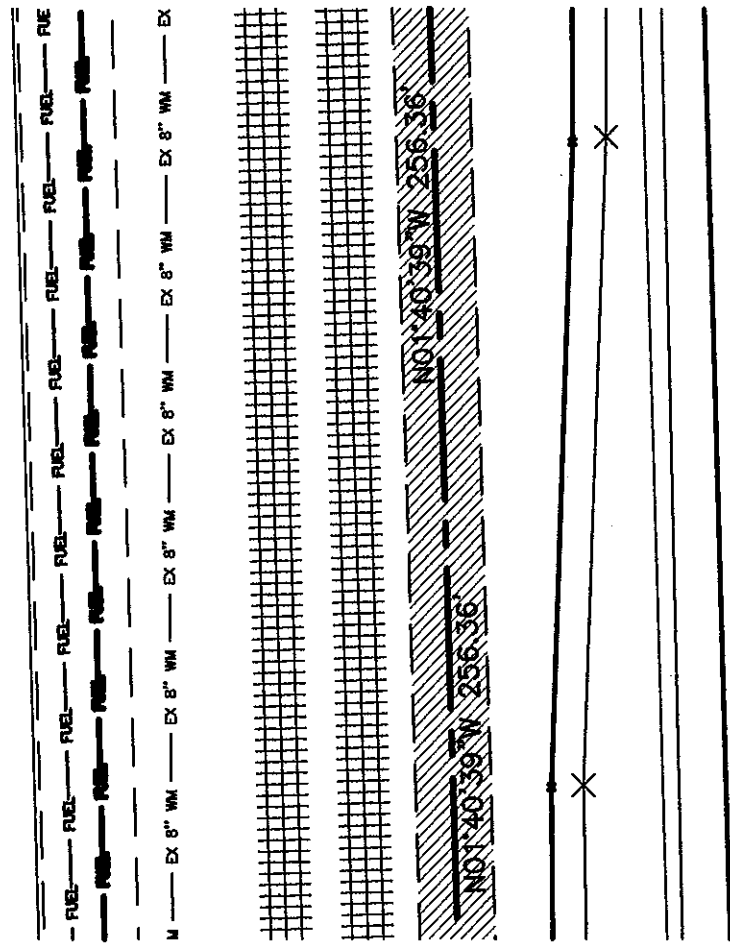
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12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES

SCALE: 1"=30'

MATCHLINE--SEE SHEET 10 OF 23 SHEETS



MATCHLINE--SEE SHEET 8 OF 23 SHEETS

PROJECT NO: 06-0798A01
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SHEET 9 OF 23 SHEETS

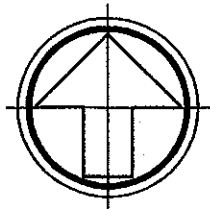
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PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION

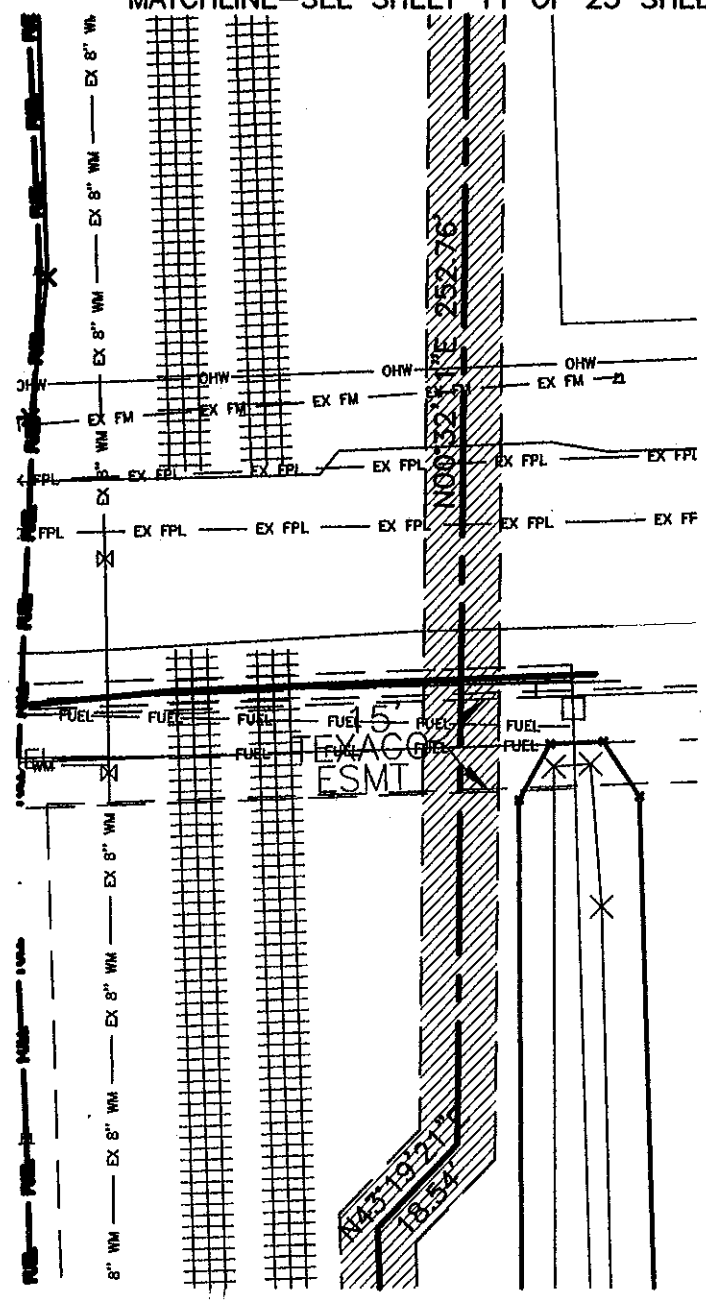
12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 11 OF 23 SHEETS



MATCHLINE—SEE SHEET 9 OF 23 SHEETS

PROJECT NO: 06-0798A01

FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 10 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

SDA SHAH DROTOS & ASSOCIATES

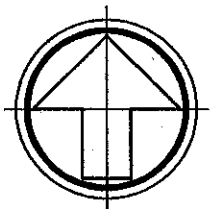
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PLANNING

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SKETCH OF DESCRIPTION

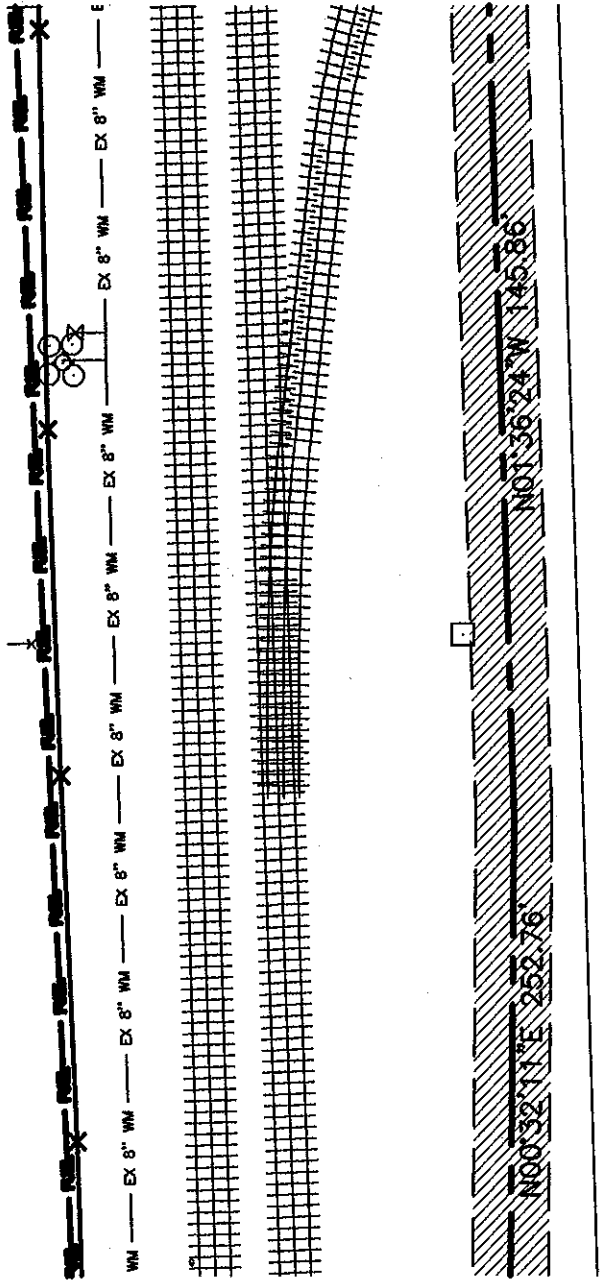
12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE--SEE SHEET 12 OF 23 SHEETS



MATCHLINE--SEE SHEET 10 OF 23 SHEETS

PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 11 OF 23 SHEETS

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| | | | | | |
| REVISED AS ALT 4 | MDR | 01/18/08 | | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | | MDR |
| REVISIONS | DWN | DATE | FB/PG | | CHKD |

SDA SHAH
DROTOS

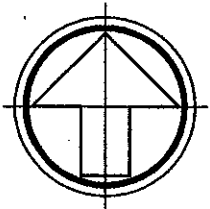
& ASSOCIATES
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SKETCH OF DESCRIPTION

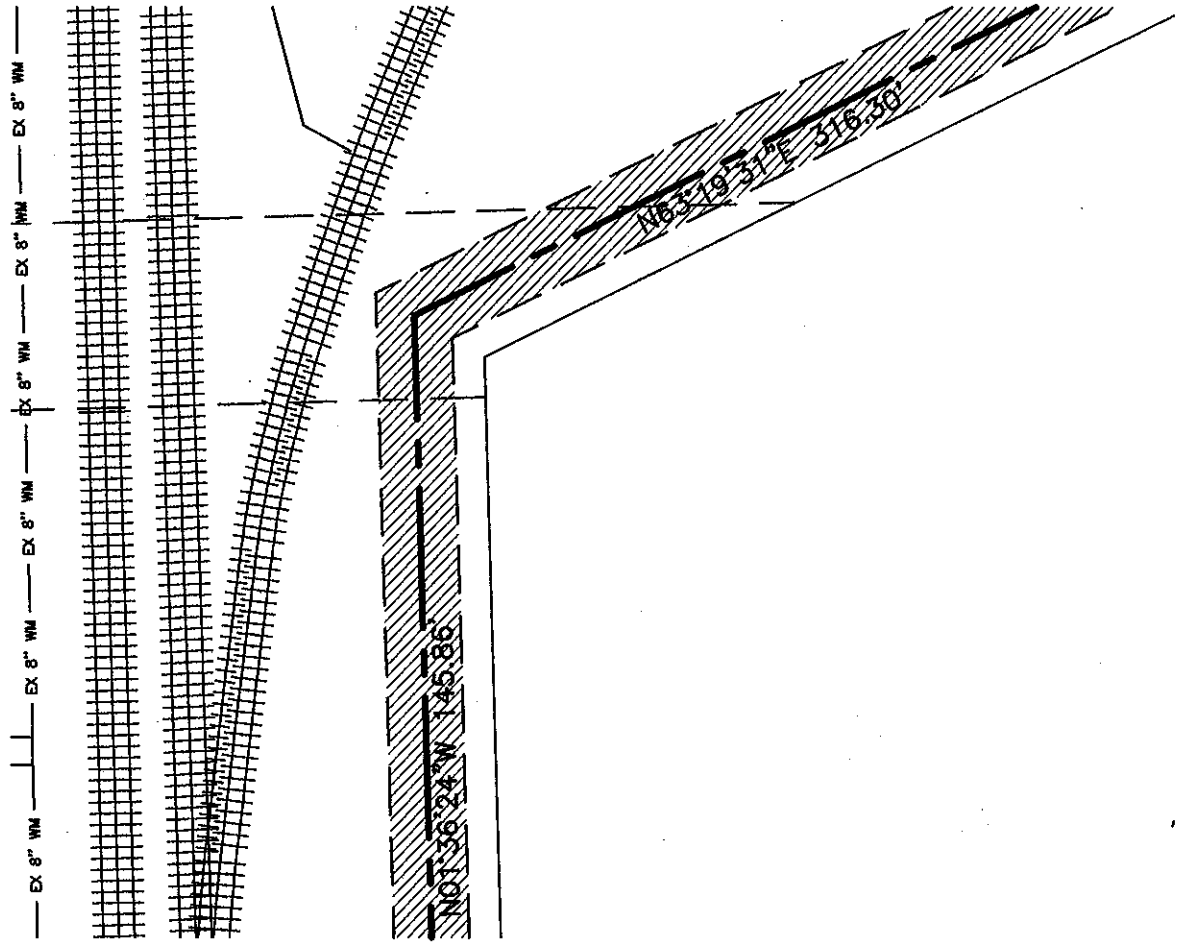
12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 13 OF 23 SHEETS



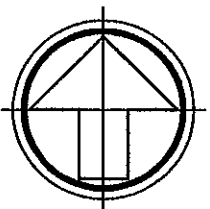
MATCHLINE—SEE SHEET 11 OF 23 SHEETS

PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 12 OF 23 SHEETS

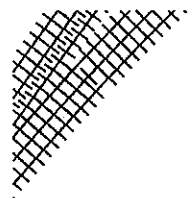
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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

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SCALE: 1"=30'

SKETCH OF DESCRIPTION
12' CARGO LINE EASEMENT
 LYING IN SECTION 23,
 TOWNSHIP 50 SOUTH, RANGE 42 EAST
 PORT EVERGLADES



**BROWARD BOARD
 OF COUNTY COMMISSIONERS**

N63°19'31"E 316.30'

MATCHLINE—SEE SHEET 14 OF 23 SHEETS

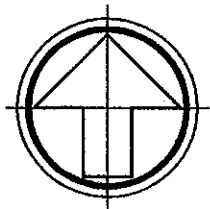
MATCHLINE—SEE SHEET 12 OF 23 SHEETS

PROJECT NO: 06-0798A01
 FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 13 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

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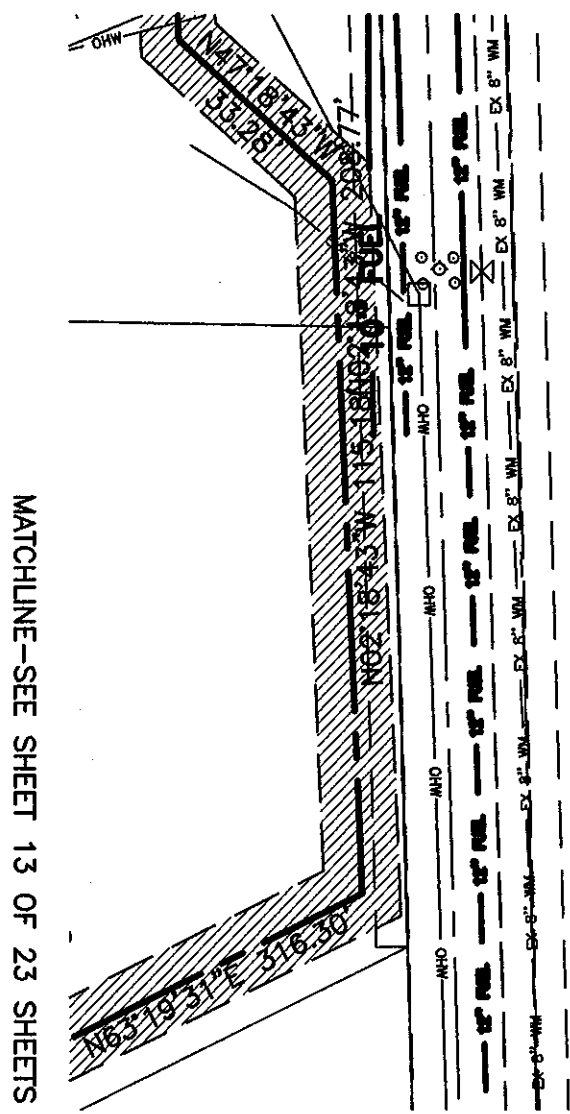
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES

SCALE: 1"=30'

MATCHLINE--SEE SHEET 15 OF 23 SHEETS



MATCHLINE--SEE SHEET 13 OF 23 SHEETS

PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 14 OF 23 SHEETS

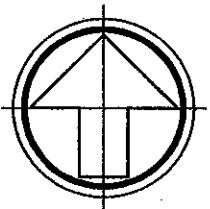
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| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

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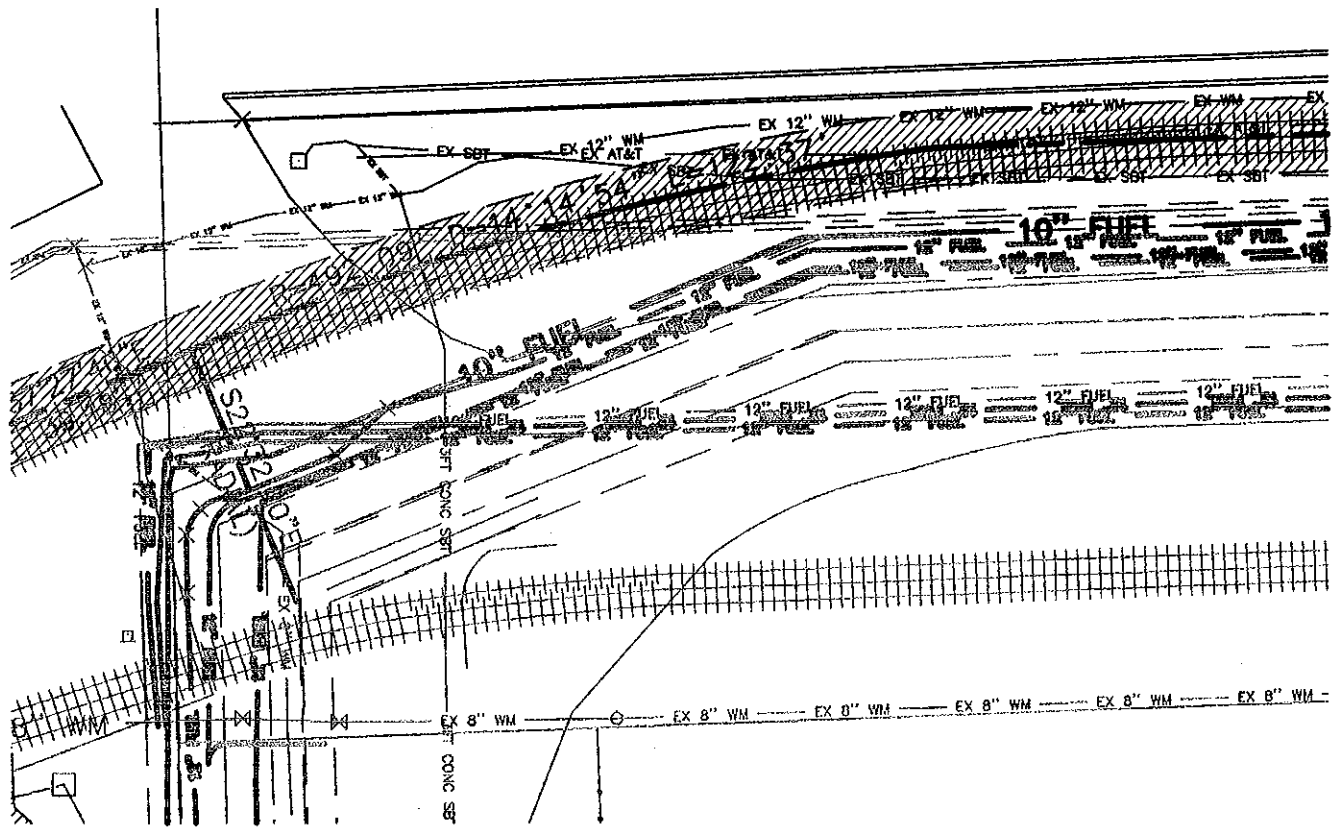
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'



MATCHLINE--SEE SHEET 16 OF 23 SHEETS

MATCHLINE--SEE SHEET 14 OF 23 SHEETS

PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

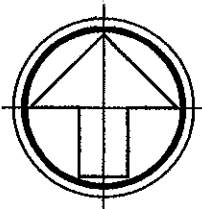
SHEET 15 OF 23 SHEETS

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| SKETCH OF DESCRIPTION | MG | 11/02/07 | MDR |
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| | | | CHKD |

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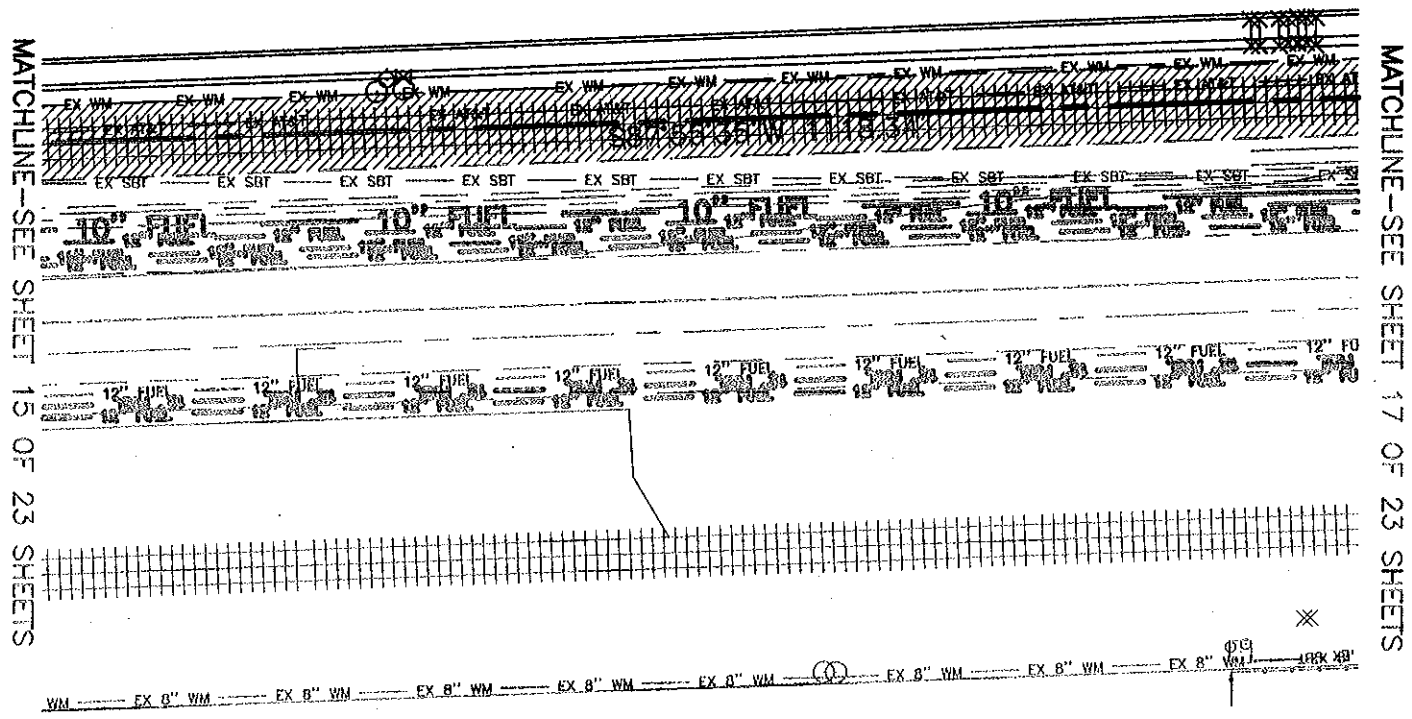


SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES

SCALE: 1"=30'



PROJECT NO: 06-0798A01

FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 16 OF 23 SHEETS

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|-----------------------|-----|----------|-------|------|
| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
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| REVISIONS | DWN | DATE | FB/PG | CHKD |

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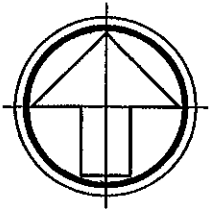
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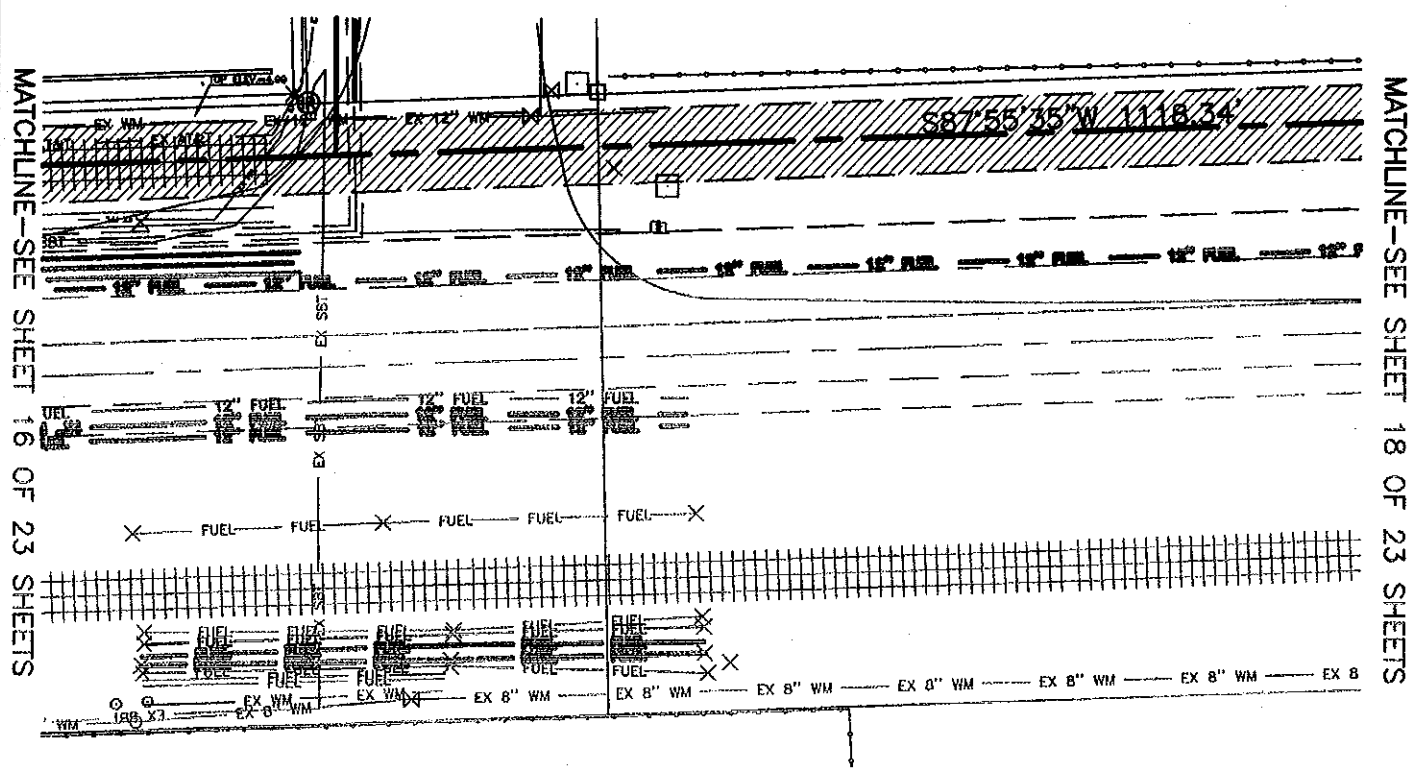
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES



SCALE: 1"=30'



PROJECT NO: 06-0798A01

FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 17 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
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| REVISIONS | DWN | DATE | FB/PG | CHKD |

SDA SHAH DROTOS & ASSOCIATES

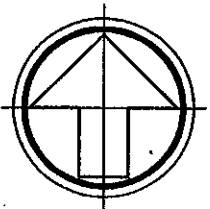
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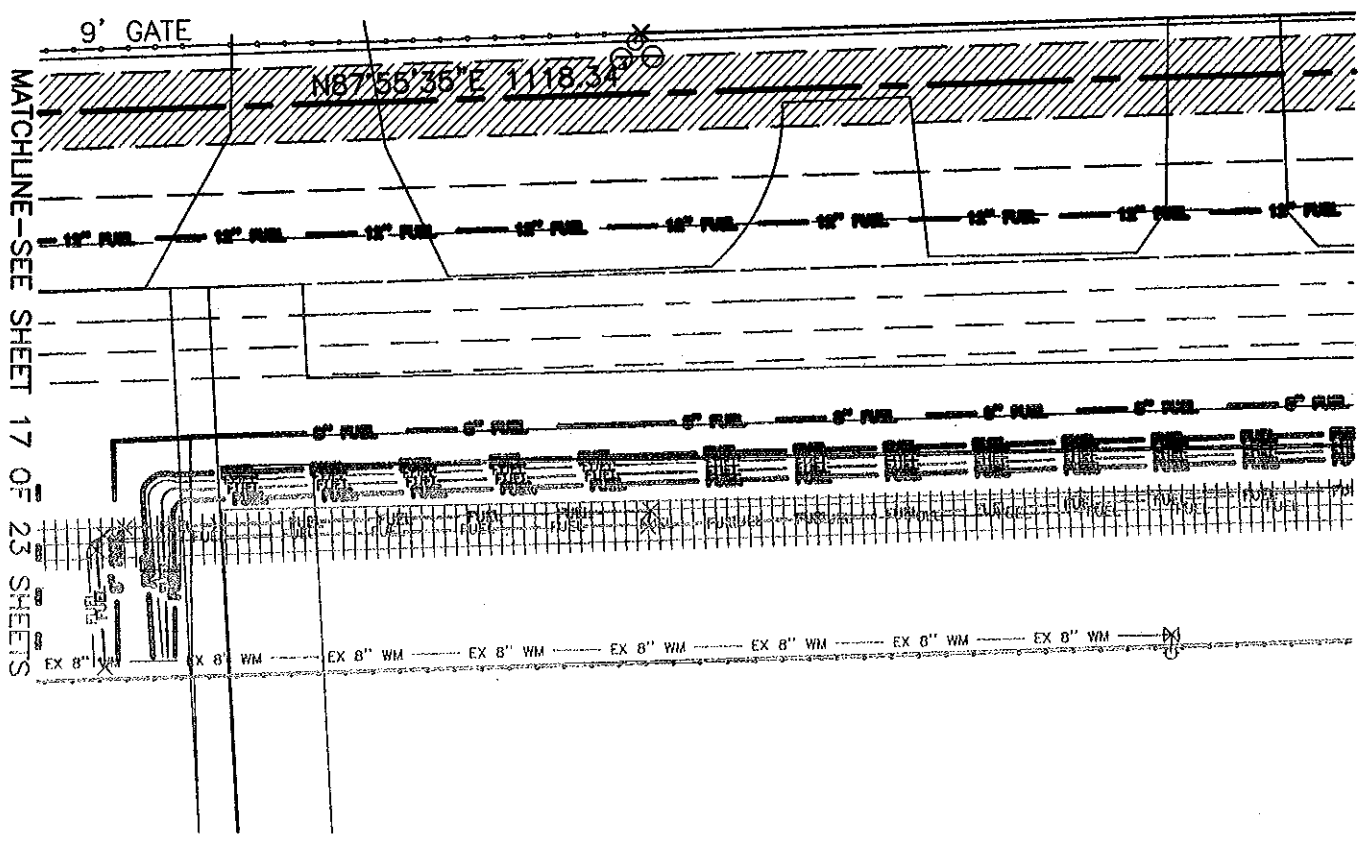
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'



PROJECT NO: 06-0798A01

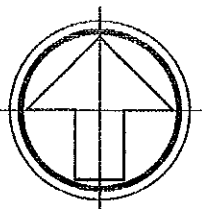
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SHEET 18 OF 23 SHEETS

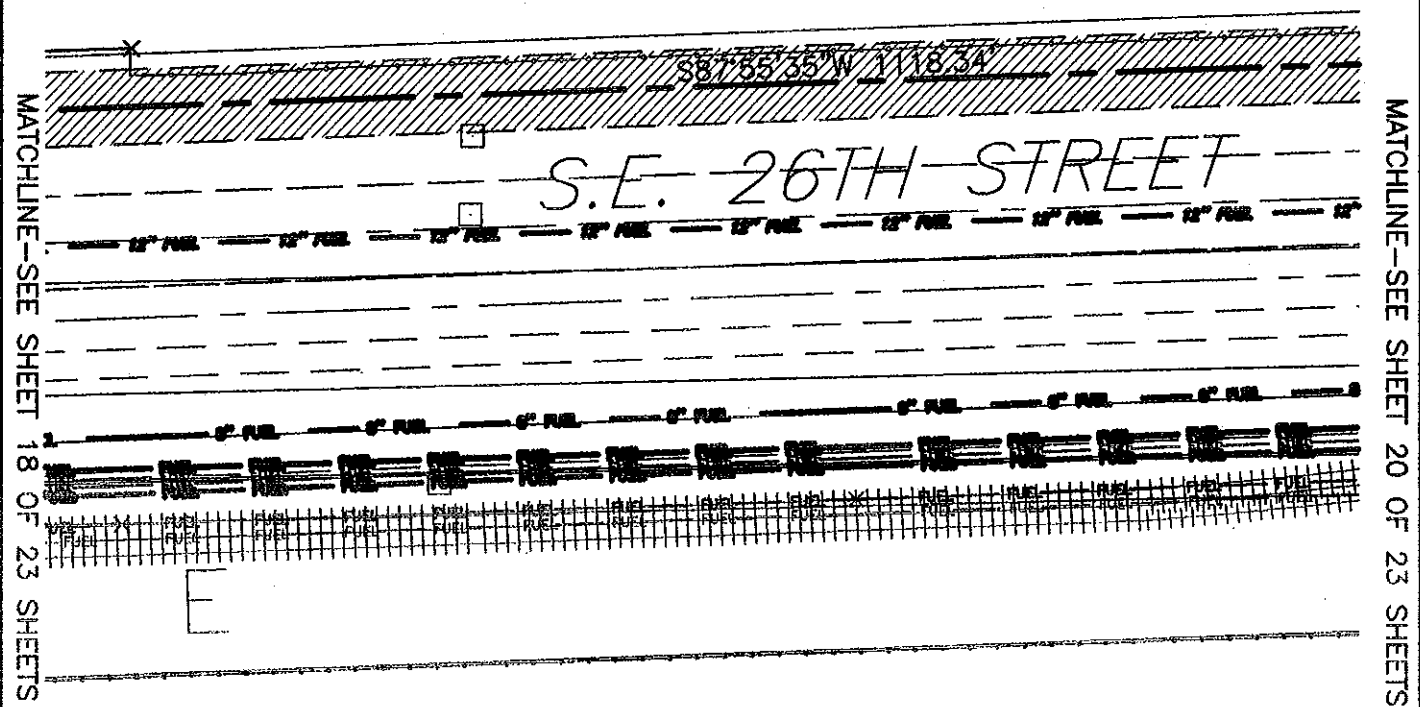
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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

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SKETCH OF DESCRIPTION
12' CARGO LINE EASEMENT
 LYING IN SECTION 23,
 TOWNSHIP 50 SOUTH, RANGE 42 EAST
 PORT EVERGLADES



SCALE: 1"=30'



MATCHLINE-SEE SHEET 18 OF 23 SHEETS

MATCHLINE-SEE SHEET 20 OF 23 SHEETS

PROJECT NO: 06-0798A01
 FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 19 OF 23 SHEETS

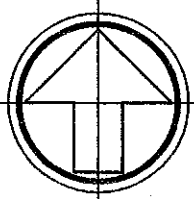
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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

SDA **SHAH**
SDA **DROTOS**
 & ASSOCIATES
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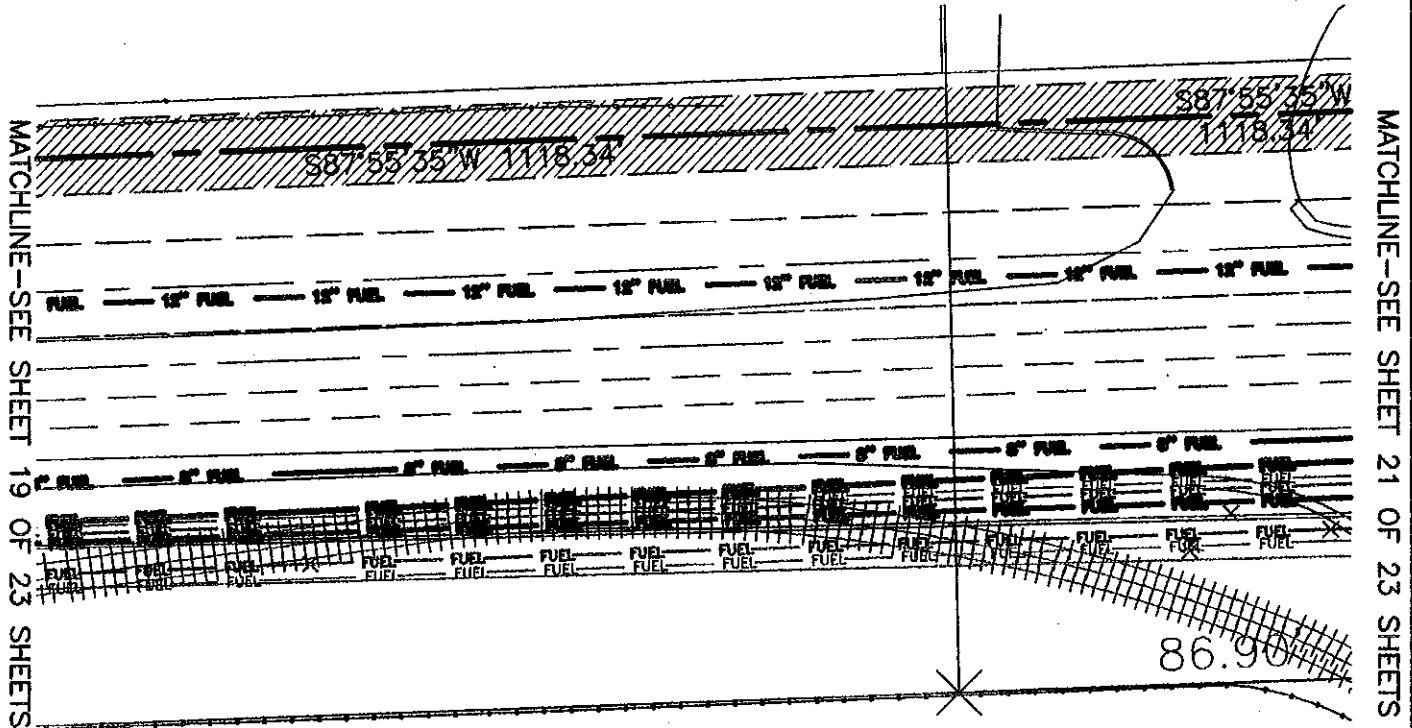
SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'



MATCHLINE--SEE SHEET 19 OF 23 SHEETS

MATCHLINE--SEE SHEET 21 OF 23 SHEETS

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PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 20 OF 23 SHEETS

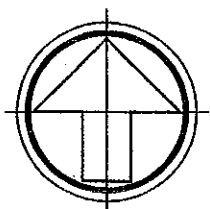
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| REVISIONS | DWN | DATE | FB/PG | CHKD |

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SKETCH OF DESCRIPTION

12' CARGO LINE EASEMENT

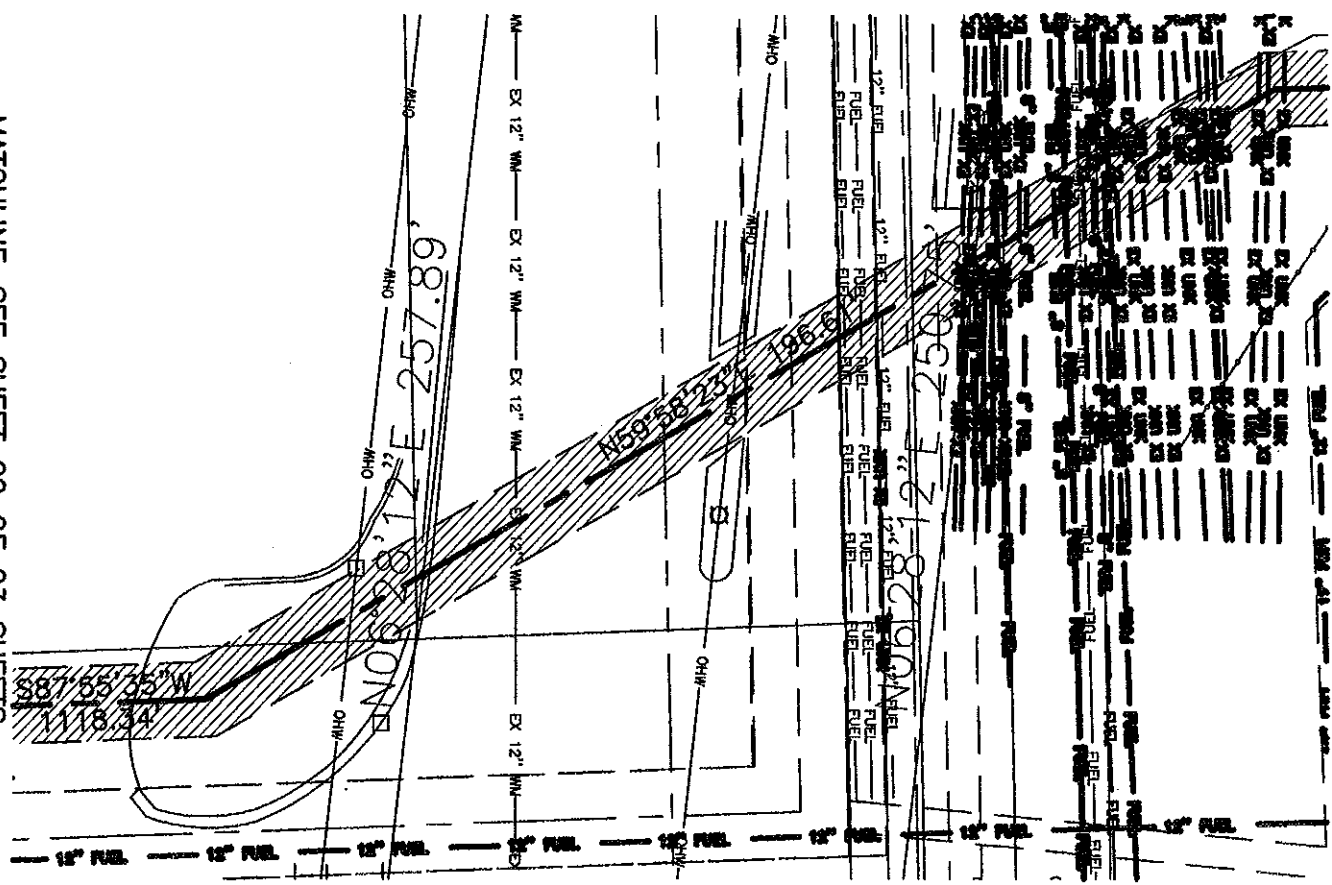
LYING IN SECTION 23,
TOWNSHIP 50 SOUTH, RANGE 42 EAST
PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE--SEE SHEET 20 OF 23 SHEETS

MATCHLINE--SEE SHEET 22 OF 23 SHEETS



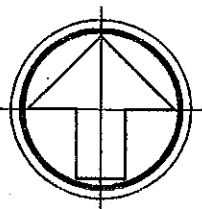
PROJECT NO: 06-0798A01
FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 21 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

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PH: 954-943-9433 • FAX: 954-783-4754

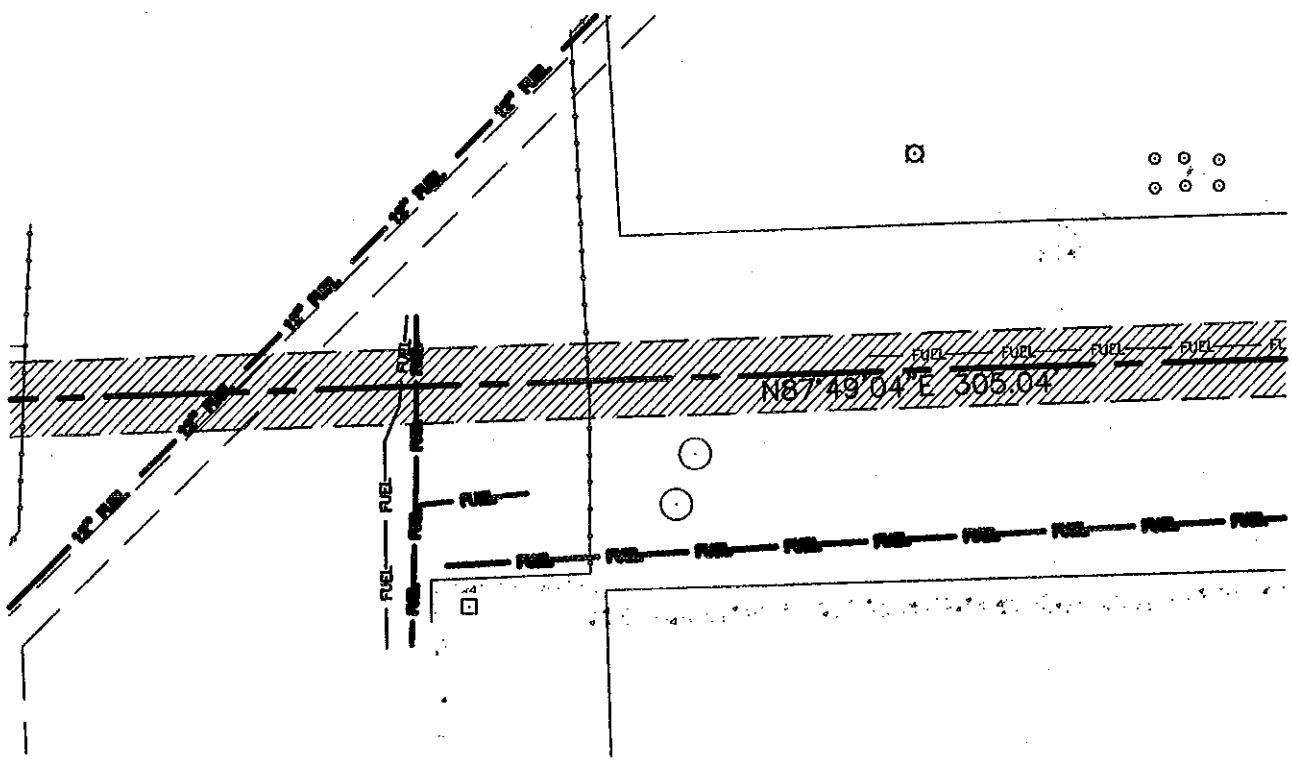
SKETCH OF DESCRIPTION
12' CARGO LINE EASEMENT
 LYING IN SECTION 23,
 TOWNSHIP 50 SOUTH, RANGE 42 EAST
 PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE—SEE SHEET 21 OF 23 SHEETS

MATCHLINE—SEE SHEET 23 OF 23 SHEETS



PROJECT NO: 06-0798A01

FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 22 OF 23 SHEETS

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| REVISED AS ALT 4 | MDR | 01/18/08 | | MDR |
| SKETCH OF DESCRIPTION | MG | 11/02/07 | | MDR |
| REVISIONS | DWN | DATE | FB/PG | CHKD |

SDA **SHAH**
DROTOS

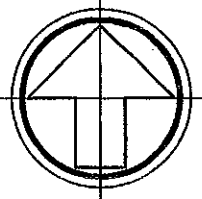
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& ASSOCIATES
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SKETCH OF DESCRIPTION

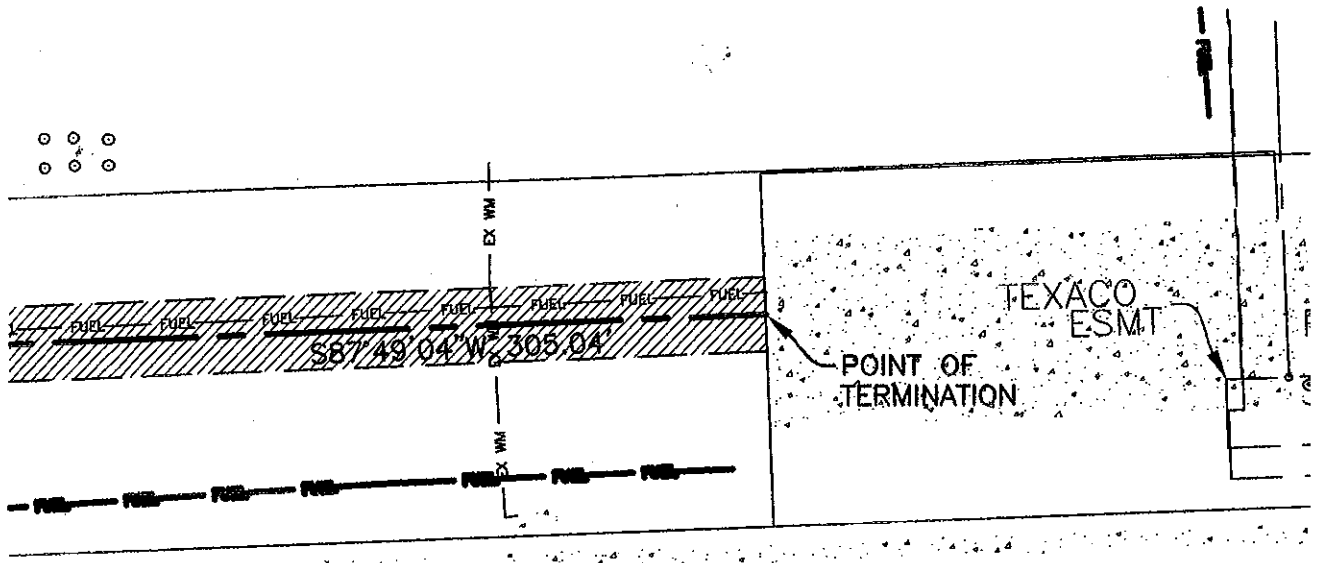
12' CARGO LINE EASEMENT

LYING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST PORT EVERGLADES



SCALE: 1"=30'

MATCHLINE-SEE SHEET 22 OF 23 SHEETS



SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF NORTH 87°54'35" EAST ON THE NORTH LINE OF PARCEL "A" AS SHOWN ON PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FOR THE FIRM, BY:

Michael D. Rose

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 3998

PROJECT NO: 06-0798A01

FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\EASEMENT SKETCHES\0798TRANSFER

SHEET 23 OF 23 SHEETS

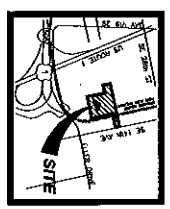
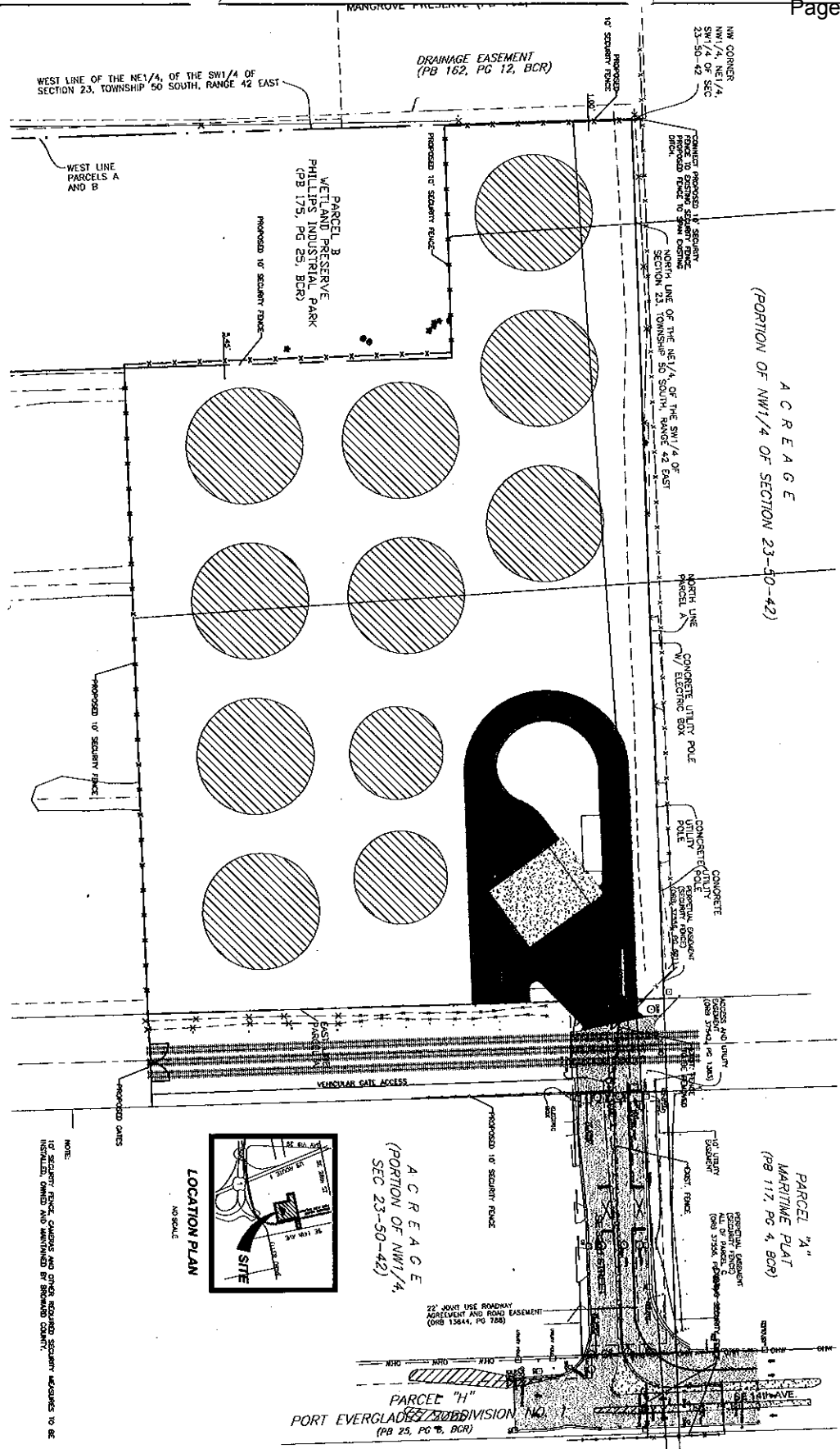
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| SKETCH OF DESCRIPTION | MG | 11/02/07 | | | MDR |
| REVISIONS | DWN | DATE | FB/PG | | CHKD |

SDA **SHAH**
& ASSOCIATES
DROTOS

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EXHIBIT "B"



NOTE:
1. SECURITY FENCE, CHAINS AND OTHER REQUIRED SECURITY MEASURES TO BE INSTALLED, OWNED AND MAINTAINED BY BROWARD COUNTY.

| REVISIONS | |
|-----------|-------------------------|
| DATE | DESCRIPTION |
| 08-20-07 | ADD MET, REMOVED CHAINS |
| 11-28-07 | EXTEND SECURITY FENCE |

| | | | | |
|--|----------------------|--|--|--------------------------------------|
| DRAWN BY: JLD CHECKED BY: JLD DESIGNED BY: JLD APPROVED BY: JLD | SCALE: 1"=50' | PORT EVERGLADES TERMINAL CITY OF DANA BEACH, BROWARD COUNTY, FL PERIMETER FENCE PLAN | SDA SHAH DROTOS & ASSOCIATES ENGINEERING AUTH. NO. 5834 • SURVEYING LIC. NO. LB-006456 3410 N. Andrews Ave Ext. # Pompano Beach, FL 33064 PH: 954-943-8433 • FAX: 954-783-4754 | ENGINEERING SURVEYING PLANNING |
|--|----------------------|--|--|--------------------------------------|

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|--|-------------------------------------|-------------------|
| DATE: SEPT 20 2007 DRAWN BY: JLD CHECKED BY: JLD DESIGNED BY: JLD APPROVED BY: JLD | PROJECT NO.: 0798 DATE: AUG 2007 | SHEET NO.: 1 OF 1 |
|--|-------------------------------------|-------------------|