

PETROLEUM TRANSFER FACILITIES LICENSE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
SOUTH FLORIDA PETROLEUM SERVICES, LLC

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PETROLEUM TRANSFER FACILITIES LICENSE AGREEMENT

This License Agreement ("Agreement") made and entered into by and between:

BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, (hereinafter called "COUNTY"),

and

SOUTH FLORIDA PETROLEUM SERVICES, LLC, a Florida limited liability company, qualified to do business in the state of Florida, (hereinafter called "LICENSEE").

WITNESSETH,

WHEREAS, COUNTY owns and operates Port Everglades, a deep-water port, located in Broward County, Florida, having facilities for the importation and handling of liquid bulk petroleum products and alternative fuels ("Product"), including lands suitable for the installation, use, and maintenance of Product piping and off-loading facilities for the movement of Product from vessels, including barges, to shore facilities; and

WHEREAS, COUNTY has incurred and hereafter will continue to incur substantial costs for the construction, maintenance, replacement and repair of facilities essential to accommodate Product importation, transportation and storage at Port Everglades; and

WHEREAS, COUNTY, in providing land for the purposes expressed herein, has committed itself to the long term availability of facilities and land to accommodate Product transfer at Port Everglades; and

WHEREAS, LICENSEE has made a significant financial investment in Product infrastructure thereby enhancing the capability of Product transportation and storage at Port Everglades; and

WHEREAS, LICENSEE desires to operate certain equipment and infrastructure located at Port Everglades, involving the off-loading, loading, and movement of Product arriving at Port Everglades primarily by water-borne commerce, which includes, but is not limited to, above and below ground Product piping, off-loading towers, fire suppression equipment, fencing and other related equipment as necessary (hereinafter collectively referred to as "Facilities").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. GRANT OF NONEXCLUSIVE LICENSE

COUNTY hereby grants to LICENSEE a nonexclusive license to install, maintain, operate, repair, replace, and remove Facilities, for the transportation, loading, and off-loading of Product under and over the lands owned by COUNTY herein referred to as ("Premises") and more particularly described on Exhibits "A," "B," "C," "D," and "E" attached hereto and made a part hereof, subject to the terms and conditions herein. COUNTY agrees that it will not unreasonably interfere with the privilege 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 Section 9 of this Agreement. The privilege provided to LICENSEE by this Agreement shall not be construed as precluding

COUNTY from granting like or similar licenses to others to cross over or under the Facilities installed by LICENSEE hereunder; provided, that no such grant of license shall interfere with the privilege granted to LICENSEE hereunder.

2. RESERVATION OF TITLE

This Agreement shall vest in LICENSEE no right, title, or interest in and to the Premises described on Exhibits "A," "B," "C," "D," and "E" 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 to the 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 licensed uses hereby granted to LICENSEE.

3. TERM

This Agreement shall commence on December 1, 2014 ("Commencement Date") and end on November 30, 2024 ("Term"), unless otherwise sooner terminated by COUNTY as provided herein.

4. FACILITIES INSTALLATIONS; RESERVATION OF RIGHT TO USE SURFACE & REDEVELOP SLIPS AND BERTHS

LICENSEE shall maintain the Facilities in a good state of repair and maintain the underground pipeline(s) at their current depths as of the Commencement Date hereof. Any new or replacement underground Product pipelines installed by LICENSEE shall be laid so that there will be not less than thirty-six (36) covered inches between the top of the pipelines(s) and the surface of the land; and, thereafter, such replacement pipeline(s) shall be maintained in a good state of repair. All pipeline(s) installation(s) shall be performed and maintained in accordance with all applicable federal, state and

local laws, ordinances, and regulations now or hereafter imposed by all governmental bodies, agencies, or regulatory entities having jurisdiction over the Facilities.

Should any pavement or other improvement be damaged or removed during the installation, maintenance, repair or replacement of the Facilities; or should any such pavement or other improvement subside or otherwise deteriorate after such installation, maintenance, repair or replacement for reasons caused by work performed by LICENSEE, its agents, contractors or employees, LICENSEE shall at its own expense, promptly replace, restore, or repair such pavement or other improvement to the condition at least equal to that existing immediately prior to such damage or removal.

COUNTY expressly reserves the right to continue to use and 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 use will not unreasonably interfere with the uses granted LICENSEE hereunder.

If it should become necessary for LICENSEE to temporarily use the surface area of the Premises for repair or replacement of underground Facilities, 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 shall be borne solely by LICENSEE.

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

COUNTY shall have the right, at any time during the Term of this Agreement, to install and/or develop other utilities, cables, roads, parking areas, pavements, slips, docks, berths, sheet pile, bollards or other seaport related infrastructure under and/or over the Premises covered by this Agreement. COUNTY and LICENSEE shall take such steps as are necessary in order to protect LICENSEE's Facilities. If relocation or removal of Facilities is necessary, as determined by COUNTY, LICENSEE shall completely remove such Facilities 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 three hundred and sixty-five (365) calendar days before same shall be made. Any required changes, relocation, or removal of the Facilities as necessary shall be made by LICENSEE within said time period stated above.

During any installation, maintenance, repair, removal, or relocation of the Facilities, both LICENSEE and COUNTY will ensure that each other's operations shall not be unreasonably interrupted. COUNTY shall provide LICENSEE no less than forty-eight (48) hours prior notice in writing (except under emergency circumstances) of any COUNTY work on the Premises or within ten (10) feet of the Facilities.

LICENSEE is aware that the Port Everglades Master/Vision Plan envisions the redevelopment of existing petroleum piers which would require relocation or removal of the Facilities by the LICENSEE at its own expense. Implementation of the Petroleum Slip Expansion Project contained in said Master/Vision Plan, which calls for redevelopment of Slip 1, will, at a minimum, require removal of the Facilities located on or adjacent to the Premises depicted in Exhibits "B," "D," "E," and "F." Facilities located

on or adjacent to Premises depicted in Exhibit "A" may also be impacted. Provided LICENSEE and COUNTY are able to agree on terms for developing and implementing both temporary, alternative off-loading plans, facilities and operations while Slip 1 is undergoing redevelopment and replacement of the Facilities at the newly developed Slip 1, COUNTY shall provide LICENSEE with an alternative licensed location(s) to enable LICENSEE to continue its operations (during Slip 1 redevelopment). Failure of LICENSEE and COUNTY to reach an agreement for alternative licensed location(s) may result in COUNTY exercising its right of termination under Section 26 of this License Agreement.

5. LICENSEE'S OBLIGATIONS

A. LICENSEE agrees to conform to and abide by such written rules and regulations as may from time to time be adopted and imposed by COUNTY with reference to installing, maintaining, operating, repairing, replacing, abandoning, or removing its Facilities. COUNTY agrees that such rules and regulations shall operate in a uniform way with respect to all persons and entities engaged at Port Everglades in the same or a similar class of business and handling the same commodities, Product and/or materials as that agreed to be handled by LICENSEE as set forth herein.

B. LICENSEE, upon written request by COUNTY's Port Everglades Chief Executive/Port Director, shall provide COUNTY a copy of the Facilities preventative maintenance and testing records. All maintenance tests shall be performed in accordance with the latest provisions of applicable federal, state and local regulations.

C. COUNTY, at its own expense, may conduct visual site inspections of the Premises as required, upon reasonable notice to LICENSEE.

D. LICENSEE shall establish written criteria or standards for personnel who operate, maintain, and repair the Facilities to ensure an adequate level of competence. LICENSEE shall furnish such criteria or standards to COUNTY upon request.

E. LICENSEE shall insure compliance with its own Drug and Alcohol Abuse Policy, which is substantially similar to COUNTY's Drug Free Work Place Policy.

F. LICENSEE shall, upon written request from COUNTY, provide COUNTY with copies of the monthly rectifier readings and annual inspection reports to insure the adequacy of corrosion protection for the underground pipeline(s) or actively participate in the Port Everglades Corrosion Coordinating Committee, or its successor organization, which committee, the COUNTY monitors regularly and, which provides COUNTY with an annual cathodic protection survey. Pipeline(s) inspection shall be conducted by a National Association of Corrosion Engineers ("NACE") licensed corrosion control entity at LICENSEE's expense. All repairs to the Facilities shall be in accordance with applicable state and federal regulations and approved by COUNTY's Port Everglades Department.

G. LICENSEE shall provide COUNTY with written notification using Discharge Reporting Form 62-761.900(1), Florida Administrative Code ("F.A.C."), of all failures of Facilities or incidents involving releases that result in a discharge(s) of any Product at Port Everglades.

Information regarding Facilities or equipment failure, which is provided by LICENSEE, will be analyzed internally by COUNTY, and, if necessary, referred to COUNTY's consultant for further review and study at LICENSEE's sole expense.

H. In the event a structural failure of the Facilities occurs, LICENSEE agrees that in addition to the standard testing requirements currently in place for hydrostatic testing, it shall also contract with a licensed independent inspection and testing contractor to provide an in-depth analysis of the condition of the Facilities utilizing a current method of inspection mutually acceptable to COUNTY and LICENSEE.

6. **LICENSEE RECOGNITION AND ADOPTION OF OIL COMPANIES INTERNATIONAL MARINE FORUM STANDARDS**

LICENSEE acknowledges that the majority of petroleum terminal operators using LICENSEE's Facilities at Port Everglades recognize the Oil Companies International Marine Forum ("OCIMF"), Marine Terminal Management and Self-Assessment ("MTMSA") process guide, published in September 2012, as the uniform format to measure and continuously improve management systems promoting safety and environmental excellence. To the extent applicable to LICENSEE's Facilities and operations, LICENSEE hereby agrees to adopt the principles of the MTMSA process guide for the management of petroleum berth operation and the ship to shore interface.

7. **NOTICES**

Any notices required by this Agreement or by law shall be given in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail in the continental United States, postage prepaid, or by hand delivery or by overnight courier. Any such notice mailed as provided hereunder, shall be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed effective and served as of the date of delivery. Either Party shall have the right, by giving written notice to the other, to change the address as

which its notice(s) are to be mailed or delivered. Until any such change is made, notice(s) shall be mailed or delivered to:

COUNTY: Broward County's Port Everglades Department
ATTN: Port Everglades Chief Executive/Port Director
1850 Eller Drive
Fort Lauderdale, Florida 33316

LICENSEE: South Florida Petroleum Services, LLC
ATTN: Christopher Vecellio
101 Sansbury's Way
West Palm Beach, Florida 33411

8. TIME OF ESSENCE

It is understood and agreed between the Parties hereto, that time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained herein.

9. INDEMNIFICATION

A. 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 including, but not limited to, personal injury, death, and property damage, in any way arising out of or resulting from: any use, activity, or operation of LICENSEE, its officers, agents, contractors, sub-contractors, or employees in, on, or about the Premises or upon any other COUNTY owned property located at Port Everglades; and any failure by LICENSEE, its officers, agents, contractors, sub-contractors, or employees to comply with the terms of this Agreement. LICENSEE further agrees to pay all expenses (including without limitation, reasonable attorney's fees and costs through all trial,

appellate, and post-judgment proceedings) in defending against any such claims, suits, demands, or actions; provided, however, that LICENSEE shall not be liable for any claim, injury, damage, or loss arising out of a negligent act or omission of the COUNTY, its agents or employees. LICENSEE and the COUNTY shall give prompt and timely notice of any claim made or suit instituted that may affect either Party. This indemnity provision shall survive the expiration or termination of this Agreement.

B. 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.

10. **LICENSEE'S RIGHT TO ENTER AND REQUIRED CONSTRUCTION APPROVALS**

LICENSEE shall have the rights of ingress and egress upon the Premises at all times, for the purpose of installing, repairing, replacing, maintaining, operating, and/or removing the Facilities.

The Parties hereto agree that no work (except for instances involving routine maintenance and under emergency circumstances) involving installing, repairing, replacing, or removing any Facilities on the Premises shall commence without the prior written approval of COUNTY through its Port Everglades Chief Executive/Port Director. Such written approval by COUNTY shall not be unreasonably withheld or delayed. All construction and improvement work conducted on the Premises shall be performed in accordance with Section 13 herein.

LICENSEE shall obtain, at its own expense, all required governmental approvals and permits for its construction and improvement work and shall comply with the rules and regulations as may be reasonably prescribed by COUNTY. LICENSEE shall take all

necessary steps to ensure that its contractors, employees, invitees, and guests observe these requirements. All reasonable costs associated with the construction and repair of the Facilities security fence, barriers, 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 solely by LICENSEE. COUNTY reserves the right to take whatever action is reasonably necessary to rectify any security deficiency and charge the costs and expenses of the required action to LICENSEE in the event LICENSEE fails to act in a timely manner to cure a security deficiency.

11. COMPENSATION & PAYMENTS

A. For the first year of the Term, and annually thereafter subject to adjustment as hereinafter provided, LICENSEE shall pay an Annual License Fee for the privilege to place and operate its Facilities on COUNTY petroleum piers comprised as follows: Eight Thousand Three Hundred Ninety Dollars and Forty Cents (\$8,390.40) for Berth 7 Facilities; Ten Thousand One Hundred Ninety-four Dollars and Thirty-four Cents (\$10,194.34) for Berth 9 Facilities; Twenty Thousand Six Dollars and Ninety-one Cents (\$20,006.91) for Berth 13 Facilities; Twenty-six Thousand Two Hundred Seventy-one Dollars and Seventy-four Cents (\$26,271.74) for Berths 7 to 9 transfer lines; and Five Thousand Eight Hundred Eighty-seven Dollars and Twenty-six Cents (\$5,887.26) for Berths 9 to 13 transfer lines. The comprised Annual License Fee shall be paid on the Commencement Date hereof and thereafter, in advance, on each annual anniversary of the Commencement Date over the Term hereof.

B. COUNTY and LICENSEE hereby agree that the comprised Annual License Fee shall be adjusted annually commencing on December 1, 2015, and on each December 1 thereafter (each such date being referred to as an "Adjustment Date") over the Term hereof. On each Adjustment Date, the comprised Annual License Fee shall be increased to an amount equal to the greater of either: (i) the product of the Annual License Fee paid during the immediately preceding year, multiplied by the "CPI Multiplier" (as hereinafter defined); or (ii) the product of the Annual License Fee paid during the immediately preceding year, multiplied by 1.03. The product of such multiplication shall be the amount of the comprised Annual License Fee payment to be made during the next succeeding year, on each Adjustment Date. Upon determining the comprised Annual License Fee adjustment, COUNTY shall advise LICENSEE of the new fee. In no event shall any adjusted comprised Annual License Fee established, be less than the comprised Annual License Fee paid during the immediate prior year.

1) The "CPI Multiplier" is a fraction, the numerator of which shall be the "CPI Index Number" (as hereinafter defined) indicated for the month that is three (3) months prior to the Adjustment Date and the denominator of which shall be the CPI Index Number indicated for the month that is fifteen (15) months prior to the Adjustment Date.

2) The "CPI Index Numbers" are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS -UNITED STATES CITY AVERAGE - ALL ITEMS" (1982-1984 =100) ("Consumer Price Index") issued by the Bureau of Labor Statistics, United States Department of Labor. The comprised Annual License Fee adjustment

made based upon the provisions of this Article shall be made solely by COUNTY. 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 Agreement 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.

12. **DESIGNATION AS CRITICAL INFRASTRUCTURE AND REIMBURSEMENT OF COSTS**

A. LICENSEE and COUNTY acknowledge the designation of LICENSEE owned Facilities listed in Exhibit "F" attached hereto, as Critical Infrastructure in the Port-Wide Strategic Risk Management Plan approved by the Federal Emergency Management Agency ("FEMA") on May 29, 2009. In order to address potential damage to the Facilities by fire and resultant interruption of regional commerce, COUNTY and LICENSEE are in agreement that enhanced fixed fire suppression system must be installed on and in proximity to the Facilities. LICENSEE, at the request of COUNTY, has previously undertaken an engineering study to design and engineer an enhanced fire suppression system covering licensed petroleum transfer areas at Berths 7, 9 and

13, including development of an engineering estimate and permit ready construction plans and specifications as summarized in Exhibit "F."

1) COUNTY has reviewed the plans and specifications for the enhanced fire suppression system and is desirous of having LICENSEE construct, maintain, and operate the fire suppression system to enhance protection of the Facilities as well as COUNTY and petroleum industry assets. To this end, COUNTY will reimburse LICENSEE for its costs and expenses as herein provided for constructing, installing, and testing the fire suppression system, for a total amount not-to-exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00). LICENSEE shall provide COUNTY's Port Everglades Chief Executive/Port Director with copies of all its construction bid documents and bid results for his/her review, comments and approval prior to LICENSEE's finalization of same. The exact total amount to be paid by COUNTY to LICENSEE shall be based on LICENSEE's actual "Capital Expenditure" as verified by a certified statement and supported by sufficiently detailed invoices and documentation as required by COUNTY's Port Everglades Chief Executive/Port Director.

2) "Capital Expenditure" is defined as the costs and expenses paid for services rendered and materials furnished in connection with the work and improvements for the fire suppression system. Payments made by LICENSEE to independent contractors for construction and testing services in connection therewith shall be included.

3) The exact total amount to be paid by COUNTY to LICENSEE shall only include its third party costs, which are substantiated by LICENSEE at its sole expense, and shall not include any finance or interest expenses or administration, supervisory, overhead, or internal costs of LICENSEE.

4) Within thirty (30) calendar days of COUNTY's receipt of the certified statement and the supporting documentation and invoices from LICENSEE as required by COUNTY's Port Everglades Chief Executive/Port Director, the COUNTY's Port Everglades Chief Executive/Port Director shall review same and provide LICENSEE with a writing, which contains the final reimbursable amount. The undisputed reimbursable amounts shall be provided to LICENSEE within thirty (30) calendar days after the certified statement and supporting document is provided. In the event that any dispute arises between the Parties in relation to the final reimbursable amount, the Parties agree to submit the dispute to mediation. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute. Any Party to the dispute may send written notice to the other Party of its desire to commence mediation, and a mediation session must take place within thirty (30) calendar days after the date that such notice is sent. The Parties must jointly appoint a mutually acceptable mediator. If the Parties hereto are unable to agree upon the appointment of a mediator within fourteen (14) calendar days after a Party has sent notice of its desire to mediate the final reimbursable amount dispute, any Party may apply to the American Arbitration Association, or such other organization or person agreed to by the Parties in

writing, for appointment of a mediator. It is the intent of the Parties hereto, that the mediation session be conducted within the thirty (30) calendar day period hereinabove provided. The Parties further agree to bear their own respective costs and expenses of the mediation, including costs incurred by a Party for representation by legal counsel at the mediation. The cost of the mediator shall be borne equally by the Parties. Mediation shall be held in Broward County, Florida.

B. COUNTY will be deemed to own the fire suppression system following final completion as evidenced by a final Certificate of Use issued by the applicable governmental authorities and LICENSEE will maintain, repair, exercise, and operate the fire suppression system during the Term of this Agreement. It is the intent of COUNTY to recover its costs related to the fire suppression system over a two year period, via a Port Everglades Tariff charge imbedded within the Fire Protection Service Fee, as set forth in Port Everglades Tariff No. 12, Item 1057 effective October 1, 2014.

13. CONSTRUCTION REQUIREMENTS FOR IMPROVEMENTS

A. All construction work on the Premises shall be performed by LICENSEE in such a manner as to provide that LICENSEE's improvements shall: (i) be safe and free from any hazards; (ii) comply with all terms and conditions of this Agreement; and (iii) be competitively awarded by LICENSEE in compliance with Section 255.20 F.S. where construction work is undertaken on behalf of COUNTY. LICENSEE has submitted all of its proposed design and construction plans, as well as its specifications and construction schedules for the construction of the fire suppression system to COUNTY's Port Everglades Chief Executive/Port Director for review, comment, and approval. Prior

to the commencement of any such construction work, LICENSEE shall timely respond in writing to any comments made by COUNTY. If approval varies materially from the submitted specification, design, and construction plans, then COUNTY and LICENSEE will endeavor to redesign the fire suppression system to a mutually agreeable solution.

B. All improvements constructed by LICENSEE, its agents, or contractors, including, but not limited to, the plans and specifications relating to same, shall conform to all applicable federal, state, county and municipal statutes, laws, ordinances, building codes, fire codes, rules and regulations. Further, all additions, alterations, and/or modifications to the Premises shall be in conformity with the Americans with Disabilities Act of 1990, as may be amended from time to time. It is understood and agreed, that LICENSEE shall be responsible for all costs and expenses relating to: (i) LICENSEE's improvements including, but not limited to, the design, permitting, and construction thereof; and (ii) all other improvements necessary to LICENSEE's use of the Premises including, but not limited to, improvements mandated by any governmental authority having jurisdiction over the Premises and/or the operations and use thereof.

C. Following COUNTY's Port Everglades Chief Executive/Port Director's review and approval, he/she shall issue a written Notice to Proceed to LICENSEE. LICENSEE, following its receipt of the written Notice to Proceed, shall immediately begin construction and installation of its improvements to the Premises. The review and approval by COUNTY's Port Everglades Chief Executive/Port Director of the plans, specifications, and construction schedules and issuance of a Notice to Proceed, shall not be construed as a representation or warranty by COUNTY as to the conformity of same with applicable laws, rules, and regulations. LICENSEE shall coordinate and

install all such improvements in accordance with all permitting agency requirements including, but not limited to, the City of Hollywood, City of Fort Lauderdale, and Florida Power & Light Company. LICENSEE and its architect/engineer and contractor agree to meet with COUNTY's representatives at Port Everglades, in periodically scheduled meetings, to assess the then current status of completion of all improvement work on the Premises undertaken by LICENSEE.

D. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register, in Broward County, Florida, latest revision is attached hereto as Exhibit "G."

E. All mechanics, laborers, and apprentices, employed or working directly upon the Premises for construction work undertaken by LICENSEE, on behalf of COUNTY, shall be paid in accordance with the above referenced wage rates. LICENSEE shall post notice of these provisions at the Premises in a prominent place where it can be easily seen by the workers.

F. If the Parties cannot agree on the proper classification of a particular class of laborers, mechanics or apprentices to be used, COUNTY's Port Everglades Chief Executive/Port Director shall submit the question, together with his/her recommendation, to the County Administrator for final determination.

G. In the event it is found by COUNTY's Port Everglades Chief Executive/Port Director that any laborer, mechanic or apprentice employed or working directly upon the Premises for construction work undertaken by LICENSEE, on behalf of

COUNTY, has been or is being paid at a rate of wages less than the rate of wages required by Broward County's Prevailing Wage Ordinance, COUNTY's Port Everglades Chief Executive/Port Director may: (1) by written notice to LICENSEE, terminate LICENSEE's right to proceed with the work or such part of the work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, LICENSEE and its sureties shall be liable to COUNTY for any additional costs in the construction work realized by COUNTY as a result of such action.

H. LICENSEE shall require its contractors to maintain payrolls and basic records relating thereto during the course of the construction work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the Premises. Such records shall contain the name and address of each such employee, their current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

I. LICENSEE shall submit, following final completion of the construction work on the Premises performed on behalf of COUNTY, a signed and sworn "Statement of Compliance" in the form attached hereto as Exhibit "H," attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County Code of Ordinances, as amended.

14. FIRE SUPPRESSION SYSTEM IMPROVEMENTS

LICENSEE shall achieve substantial completion (obtain a temporary Certificate of Use from the applicable governmental authorities), of the construction of the fire

suppression system facility and related improvements ("Work") on the Premises within three hundred sixty-five (365) calendar days following its receipt of the written Notice to Proceed from COUNTY's Port Everglades Chief Executive/Port Director. LICENSEE shall achieve final completion (obtain a final Certificate of Use from the applicable governmental authorities) of the Work within sixty (60) calendar days of the date of substantial completion. Within sixty (60) calendar days following the final completion date, LICENSEE shall provide to COUNTY's Port Everglades Department (at LICENSEE's sole expense) the following: (i) a complete set of "as-built" plans and specifications (signed and sealed by a Florida licensed land surveyor) for the improvements; (ii) a certificate or acknowledgment of completion from all permitting agencies reflecting that LICENSEE's improvements are complete and all permits are closed out; and (iii) a certified statement from the construction contractor(s) and design consultant/architect(s) certifying that the improvements are free and clear of all liens, claims or encumbrances by all contractors, suppliers, subcontractors and laborers.

15. CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

LICENSEE shall furnish to COUNTY's Port Everglades Department within seven (7) calendar days of its receipt of a Notice to Proceed from COUNTY's Port Everglades Chief Executive/Port Director the following:

A. Performance Bond and Payment Bond (Surety):

1) A performance bond and a payment bond in a form acceptable to COUNTY's County Attorney's Office and Division of Risk Management.

2) The bonds shall be in an amount equal to one hundred percent (100%) of the total construction costs guaranteeing to COUNTY the completion

and performance of the construction work and development of the Premises, as well as full payment of all suppliers, vendors, contractors, laborers and subcontractors. Each bond shall be with a surety company, which is qualified pursuant to COUNTY's surety standards for construction projects as follows:

i) Qualifications of Surety:

a) A separate performance bond and payment bond must be executed by a surety company of recognized standing, authorized to do business in the state of Florida as a surety, having a resident agent in the state of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

b) In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

c) The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised July 1, 1997 (31 CFR Section

223.10, Section 223.111). Further, the surety company shall provide COUNTY with evidence satisfactory to COUNTY that such excess risk has been protected in an acceptable manner.

d) The surety company shall have at least the following minimum ratings in the latest revision of Best's Insurance Report:

<u>Size Amount of Bond</u>	<u>Ratings</u>	<u>Category</u>
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

ii) The bonds shall continue in effect for one year after the date of final completion and acceptance of the work by LICENSEE with liability equal to one hundred percent (100%) of the total construction cost or an additional bond shall be conditioned that LICENSEE will, upon notification by COUNTY, correct any defective or faulty work or materials which appear within one year after final completion date of the construction work.

- OR -

B. Performance and Payment Guaranty:

In lieu of bonds, LICENSEE may furnish an irrevocable letter of credit. Such alternate form of performance and payment guaranty shall be for the same purpose as the bonds and shall be subject to the prior approval of COUNTY's County Attorney's Office and Risk Management Division. The irrevocable letter

of credit shall be held by COUNTY for one year after the final completion date of the construction work by LICENSEE.

16. COVENANTS OF PARTIES

A. COUNTY covenants and agrees with LICENSEE that throughout the Term hereof, it will provide and maintain deep-water port facilities that will provide reliable and useable means for the importation of Product by water. LICENSEE, without waiving its rights under Chapter 376, Florida Statutes to participate in the state conducted petroleum cleanup program, expressly acknowledges and agrees that it is responsible for the environmental condition of the Premises over which this license is granted, to the extent such condition was caused by LICENSEE. COUNTY agrees that nothing in this Agreement is intended to act as a waiver or revocation of any rights LICENSEE has to participate in the state conducted petroleum cleanup program under Chapter 376, Florida Statutes. 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.

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

1) LICENSEE, its parent, and affiliated or related companies will not import Product into Port Everglades by any means other than by water, truck, or rail.

2) In the event LICENSEE brings into Port Everglades, Product by means other than water, truck or rail this Agreement shall be deemed null and

void and LICENSEE shall comply with COUNTY's directions for closure and/or removal of Facilities in accordance with Section 26.B.

17. INSURANCE REQUIREMENTS

LICENSEE shall maintain for the Term of this Agreement, Commercial General Liability, Workers' Compensation, Business Automobile Liability, and Environmental Liability coverage at its own expense in the following amounts:

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 and independent contractors and shall name Broward County as an additional insured.

Environmental Liability in the minimum amount of \$10,000,000.00 per occurrence.

Business Automobile Liability in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence bodily injury and property damage liability for all owned auto, non-owned auto and/or hired autos operating in or out of the Port.

Workers' Compensation insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the state of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers' Act and Jones Act.

All policies of insurance required herein must reflect Broward County as an additional insured and shall be evidenced by certificate(s) of insurance which provide COUNTY within 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.

LICENSEE has been informed that COUNTY periodically reviews the required insurance limits set forth herein. LICENSEE may request in writing, at least sixty (60) days prior to Agreement anniversary date, a review of insurance requirements in this Agreement. Such request will receive written response, at conclusion of review, within sixty (60) of request. LICENSEE shall deliver to COUNTY certificates or other acceptable evidence of insurance for renewal of expiring policies prior to expiration date thereof.

Certificates of Insurance: LICENSEE agrees to provide COUNTY, prior to COUNTY's execution of this Agreement, a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are in place and in full force and effect. All insurances specified above shall be written by companies authorized to do business in the state of Florida. The certificate holder address shall read: Broward County, 1850 Eller Drive, Fort Lauderdale, Florida 33316. This official title shall be used in all insurance documentation. LICENSEE shall provide COUNTY with reasonable notice of insurance coverage(s) renewal. The insurance shall be written by companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in the state of Florida or by insurers known to do business in

the state. The insurance policies shall be endorsed to provide COUNTY with thirty (30) calendar days' notice of cancellation.

Right to Revise or Reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the LICENSEE's use of the Premises or its operations within Port Everglades affecting the applicability of coverage. Additionally, COUNTY reserves the right, not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. When such policies or certificates have been delivered by LICENSEE to COUNTY as aforesaid and at any time or times thereafter, COUNTY may notify LICENSEE in writing that, in the opinion of COUNTY, the insurance represented thereby does not conform to the provisions of this Section either because of the amount or because of the insurance company or for any other reason, and LICENSEE shall have fifteen (15) calendar days in which to cure any such defect. Compliance with the foregoing requirements shall not relieve LICENSEE of its liability and obligations under any other provision of this Agreement.

18. USE AND COMPLIANCE WITH LAWS

LICENSEE agrees that it will at all times comply with and abide by Port Everglades Tariff No. 12, amendments thereto, and reissues thereof and all laws, ordinances, rules, and regulations of all governmental entities and agencies having jurisdiction over the activities of LICENSEE, expressly including those dealing with environmental protection, at the sole expense of LICENSEE.

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 facilities, including, but not limited to, the following options: insurance, guarantee, surety bond, letter of credit, or qualification as a self-insurer. If requested by COUNTY, 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.

19. NO PREFERENTIAL ACCESS TO FACILITIES

LICENSEE shall not grant or provide preferential rates, access or scheduling to Port Everglades users availing themselves of the use of the Facilities and services provided by LICENSEE.

20. AVAILABILITY OF ALTERNATE LOADING AND UNLOADING CAPABILITIES

A. LICENSEE covenants and agrees with COUNTY that its use of the Premises shall be compatible with simultaneous continued use of prior hose capabilities for offloading Product by any Port Everglades user not availing itself of the mechanized off-loading arms operated and maintained by LICENSEE on the Premises.

B. In order to fulfill this obligation, and in order to provide an alternate method of unloading Product at Port Everglades, LICENSEE agrees to install, at its sole expense, and thereafter keep in a good state of maintenance and repair, an alternate off-loading system for connecting hoses to the manifold system so as to allow any Port Everglades user to unload or load ships with Product, without making use of the mechanized off-loading arms.

21. LICENSE, PERMITS, TAXES

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 the Premises.

LICENSEE agrees that it will pay all taxes and special assessments that may be levied on the privilege granted to it hereunder and on any of its improvements. This obligation shall survive the Term of this Agreement.

22. ASSIGNMENT

LICENSEE shall not transfer, assign, pledge, or otherwise encumber this Agreement or any rights or obligations hereunder, or allow same to be assigned by operation of law or otherwise (any such action being called an "Assignment") without the prior written consent of COUNTY, which consent may not be unreasonably withheld. COUNTY may condition such approval upon additional terms and conditions as COUNTY in its sole discretion may impose.

23. 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 Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its

residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, LICENSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER 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.**

24. DEFAULT; REMEDIES

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 within thirty (30) calendar days after written notice of such default is given (as provided for in Section 7), the non-defaulting Party, at its option, may terminate this Agreement.

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

25. TERMINATION OF PRIOR AGREEMENTS

All prior agreements entered into by the Parties hereto shall be deemed terminated effective on the Commencement Date of this Agreement.

26. COUNTY'S RIGHT OF TERMINATION

A. In the event that COUNTY in its sole discretion, determines that it is in the public interest for the COUNTY to use the Premises described in Exhibits "A," "B," "C," "D," and "E" for purposes other than is provided for in this Agreement and that this Agreement should be canceled, notwithstanding any other term or provision herein, COUNTY shall have the right to terminate this Agreement by giving LICENSEE one hundred and eighty (180) calendar days written notice of its election to terminate. In such case, this Agreement shall cease and terminate one hundred and eighty (180) calendar days following delivery of such written notice.

B. LICENSEE shall commence with the removal of the Facilities and/or closure work within ninety (90) calendar days from the termination date and shall proceed as expeditiously as possible to completion. A closure plan for the Facilities shall be developed by LICENSEE and submitted to COUNTY's Port Everglades Chief Executive/Port Director for approval. COUNTY's Port Everglades Chief Executive/Port Director may, as part of his/her approval of a closure plan, require the following:

- 1) Pressure testing of all single-walled piping in contact with the soil to assure the tightness of the system at the time of closure.
- 2) Removal of all liquids and sludge from the Facilities.
- 3) An environmental assessment of the area where the Facilities are located, which shall include, but shall not be limited to, soil and water sampling and analysis in order to determine whether LICENSEE's installation or operation of Facilities have caused contamination of the environment in contravention of any applicable federal, state, or local statutes or regulations. Said environmental

assessment shall be extensive enough to identify any contamination from Product in, on, or under the surface of land owned by COUNTY on which Facilities are located and conducted using the services of professional consultants with prior experience in this field of work. If such assessment indicates that the LICENSEE's use and operation of the Facilities has caused environmental contamination above the applicable regulatory limits, requiring remediation or further assessment, LICENSEE will take responsibility for the required remediation or further assessment pursuant to the requirements of Chapter 62-780 of the Florida Administrative Code. LICENSEE will take complete financial and managerial responsibility for the required remediation, further assessment and/or corrective action. The obligations pursuant to this Section shall survive the termination of this Agreement.

C. In the event COUNTY should elect to terminate this Agreement as to only a portion of the Premises, then the Premises as defined herein shall be redefined through an amendment to this Agreement and the Annual License Fee payable hereunder adjusted as necessary. An amendment pursuant to this subsection shall be approved and executed by COUNTY's Port Everglades Chief Executive/Port Director and LICENSEE.

27. 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 causes.

28. MISCELLANEOUS

A. SUBORDINATION TO COUNTY ORDINANCES, REGULATIONS, RULES AND BONDS

This Agreement, and all provisions hereof, is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be, adopted by COUNTY pertaining to Port Everglades. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by COUNTY in connection with any revenue bonds issued by COUNTY with respect to the operations of Port Everglades, or any improvements to Port Everglades 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.

B. ACTIVITY REPORTING REQUIREMENT

LICENSEE shall provide COUNTY's Port Everglades Department's Harbormaster's Office on a daily basis, unless otherwise agreed to by the Chief Harbormaster, a schedule of current and planned Product transfers utilizing the Facilities. At a minimum, the schedule will indicate the type of transfer (vessel to terminal, terminal to terminal, terminal to vessel), vessel name, receiving or dispensing terminal(s), Product type(s) and volume(s).

LICENSEE will promptly notify the Port Everglades Department's Harbormaster's Office of delays in vessel to terminal Product transfers exceeding two hours duration occurring at any time subsequent to the vessel being made fast.

LICENSEE reporting requirements may be changed from time to time by the COUNTY's Port Everglades Department consistent with further development and enhancements of the Port Everglades' Harbormaster System.

C. COOPERATION WITH COUNTY

LICENSEE acknowledges that COUNTY will be seeking regulatory approvals (collectively, "Regulatory Approvals") consistent with its Airport Master Plan and subsequent updates (collectively, "Master Plan") and FAA Record of Decision and subsequent updates (collectively, "ROD"), and Part 150 Study, and subsequent updates (collectively, "Part 150 Study"), and the implementation thereof, which may include the following: (1) amendment of development agreements and orders; (2) agreements with the state of Florida and other agencies; (3) land use and zoning amendments; (4) preparation of environmental assessments and environmental impact statements; (5) such permitting as may be required by federal, state, county 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, the ROD, and the Part 150 Study.

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 covenants and agrees (i) to support the COUNTY's efforts to obtain the Regulatory Approvals; and (ii) to execute any documents(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 and LICENSEE shall not be deemed an agent of the COUNTY.

D. AMENDMENTS

Except as otherwise provided herein, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared and executed with the same formality as this Agreement.

E. SEVERABILITY

In the event this Agreement or a portion of this Agreement 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.

F. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and LICENSEE 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.

G. 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.

H. NO WAIVER

No waiver by COUNTY of any default on the part of LICENSEE in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by LICENSEE shall be or be construed to be a waiver by COUNTY of any other or subsequent default in performance of any of the said terms, covenants and conditions. Unless specifically provided herein, LICENSEE does not waive any rights or entitlements otherwise available to it under law.

I. CAPTIONS AND HEADINGS

The paragraph 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.

J. CUMULATIVE RIGHTS

All rights and remedies of COUNTY 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 to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

K. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

LICENSEE shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. LICENSEE shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion,

color, sex or national origin, sexual orientation, marital status, political affiliation, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. LICENSEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

L. BROWARD COUNTY CERTIFIED BUSINESS ENTERPRISES

LICENSEE shall take affirmative steps and work closely with Broward County's Office of Economic and Small Business Development to ensure that Broward County's Certified Business Enterprises have a fair opportunity to be awarded LICENSEE vendor and supplier contracts for construction work, which is undertaken by LICENSEE on behalf of Broward County.

M. MULTIPLE ORIGINALS

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

N. PUBLIC RECORDS, AUDIT RIGHTS AND RETENTION OF RECORDS

1) COUNTY is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, LICENSEE and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. To the extent LICENSEE is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, LICENSEE and its subconsultants and subcontractors shall:

i) Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service;

ii) Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

iv) Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

2) The failure of LICENSEE to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY shall enforce the default in accordance with the provisions set forth in Section 24.

3) LICENSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement, including, without limitation, complete and correct records of payments to each of its subconsultants and subcontractors. For each

subconsultant and subcontractor, the books, records, and accounts shall reflect each payment to the subconsultant or subcontractor and the cumulative total of the payments made to the subconsultant or subcontractor. COUNTY shall have the right to audit the books, records, and accounts of LICENSEE and its subconsultants and subcontractors that are related to this Agreement. All books, records, and accounts of LICENSEE and its subconsultants and subcontractors 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 or its subconsultants and subcontractors, as applicable, shall make same available at no cost to COUNTY in written form.

4) LICENSEE and its subconsultants and subcontractors 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, Florida Statutes, 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. 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.

5) LICENSEE shall, by written contract, require its subconsultants and subcontractors to agree to the requirements and obligations of this Section.

O. NON-LIABILITY OF INDIVIDUALS

No commissioner, director, officer, agent or employee of COUNTY shall be charged personally or held contractually liable by or to LICENSEE under any term or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

P. EXECUTION AUTHORITY

The individuals executing this Agreement on behalf of LICENSEE personally represent and warrant to COUNTY that they have full authority to execute this Agreement on behalf of LICENSEE for whom they are acting herein and that, when executed, this Agreement shall be binding and enforceable in accordance with its terms. COUNTY represents and warrants to LICENSEE that it has statutory authority to enter into and perform the terms of this Agreement, that, when executed, this Agreement shall be binding and enforceable in accordance with its terms and that all approvals required for COUNTY to enter into this Agreement have been obtained.

(Remainder of page intentionally left blank)

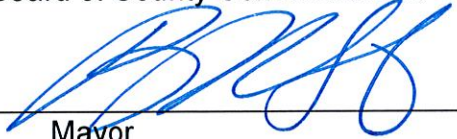
IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28th day of October, 2014, and SOUTH FLORIDA PETROLEUM SERVICES, LLC, signing by and through its Senior Vice President, duly authorized to execute same.

ATTEST:


Broward County Administrator, as
Ex-Officio Clerk of the Broward
County Board of County
Commissioners

COUNTY

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

Mayor

28th Day of October, 2014

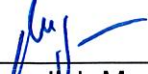
Reviewed as to Insurance
Requirements by
Risk Management Division

By 

10.14.14

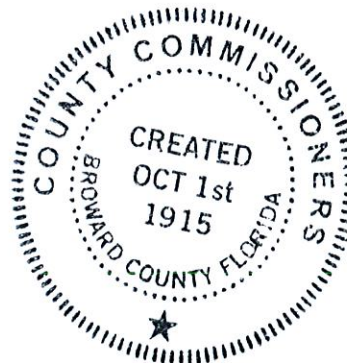
CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTRACTS
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

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:  10/14/14

Russell J. Morrison (Date)
Senior Assistant County Attorney

RJM/cr/dh
10/10/14
SouthFlaPetSvcs FINAL
14-3029.03

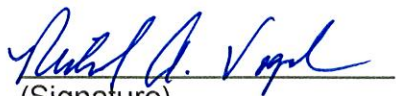


**PETROLEUM TRANSFER FACILITIES LICENSE AGREEMENT BETWEEN
BROWARD COUNTY AND SOUTH FLORIDA PETROLEUM SERVICES, LLC**

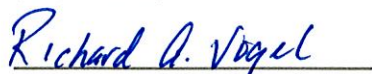
LICENSEE

WITNESSES:

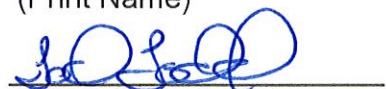
SOUTH FLORIDA PETROLEUM
SERVICES, LLC, a Florida corporation


(Signature)

By 
(Signature)


(Print Name)

Todd M. Cannon, Senior Vice President


(Signature)

14th day of October, 2014


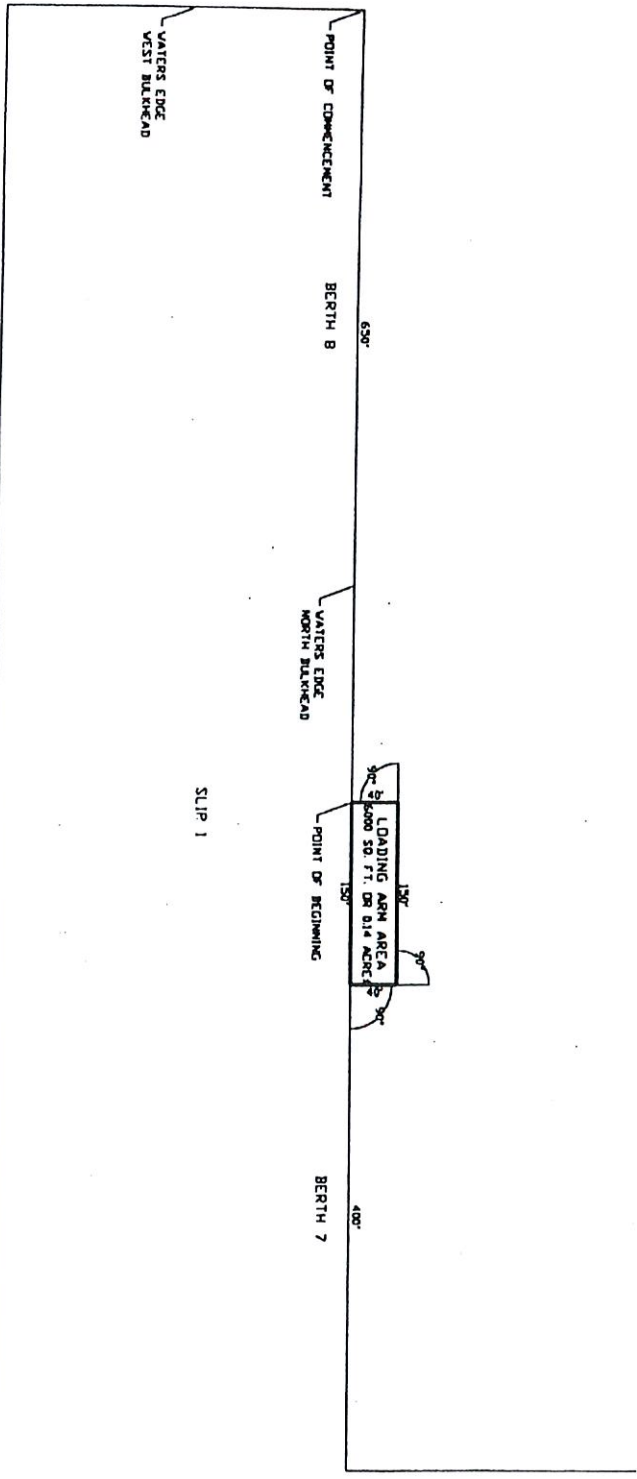

(Print Name)

EXHIBIT "A"



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH-EAST QUARTER OF SECTION 14 TOWNSHIP 30 SOUTH RANGE 42 EAST IN THE CITY OF FORT LAUDERDALE, COUNTY OF BROWARD, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SLIP No. 1 BEING THE INTERSECTION OF THE VAIERS EDGE OF THE WEST WALL OF SLIP ONE AND THE VAIERS EDGE OF THE NORTH WALL OF SLIP ONE AS PRESENTLY CONSTRUCTED; THENCE IN A NORTHEASTLY DIRECTION ALONG THE VAIERS FACE OF SAID NORTH WALL A DISTANCE OF 650 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN AN EASTERLY DIRECTION A DISTANCE OF 130 FEET TO A POINT; THENCE DEFLECTING IN AN ANGLE OF 90 DEGREES TO THE LEFT IN A NORTHEASTLY DIRECTION A DISTANCE OF 130 FEET TO A POINT; THENCE DEFLECTING 90 DEGREES TO THE RIGHT IN A SOUTHWESTLY DIRECTION A DISTANCE OF 130 FEET TO A POINT; THENCE DEFLECTING 90 DEGREES TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 6,000 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

1-14-05	RECORD DATE IN AUTOMATIC	448	1-20-07	1 - 100'	3 1/8"	1	1
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BROWARD COUNTY

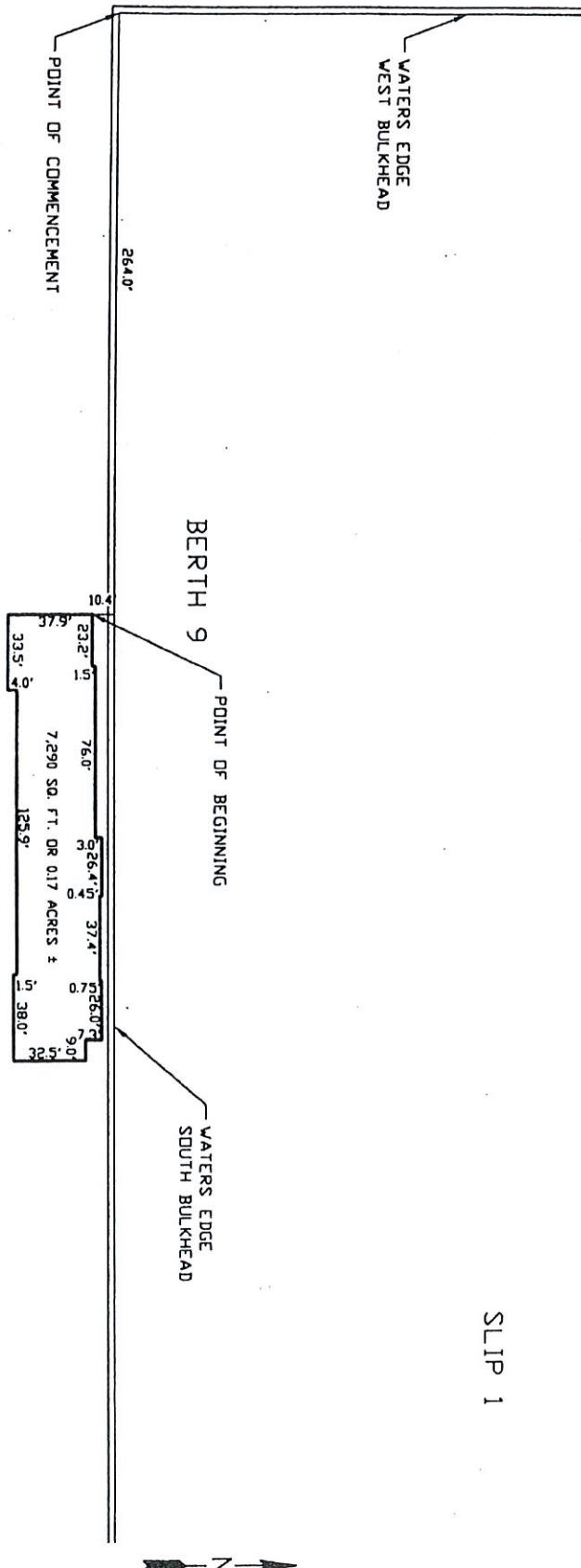
PUBLIC WORKS & TRANSPORTATION DEPARTMENT

EXHIBIT "A"

LICENSE TO SOUTH FLORIDA PETROLEUM SERVICE LLC

BERTH 7

EXHIBIT "B"

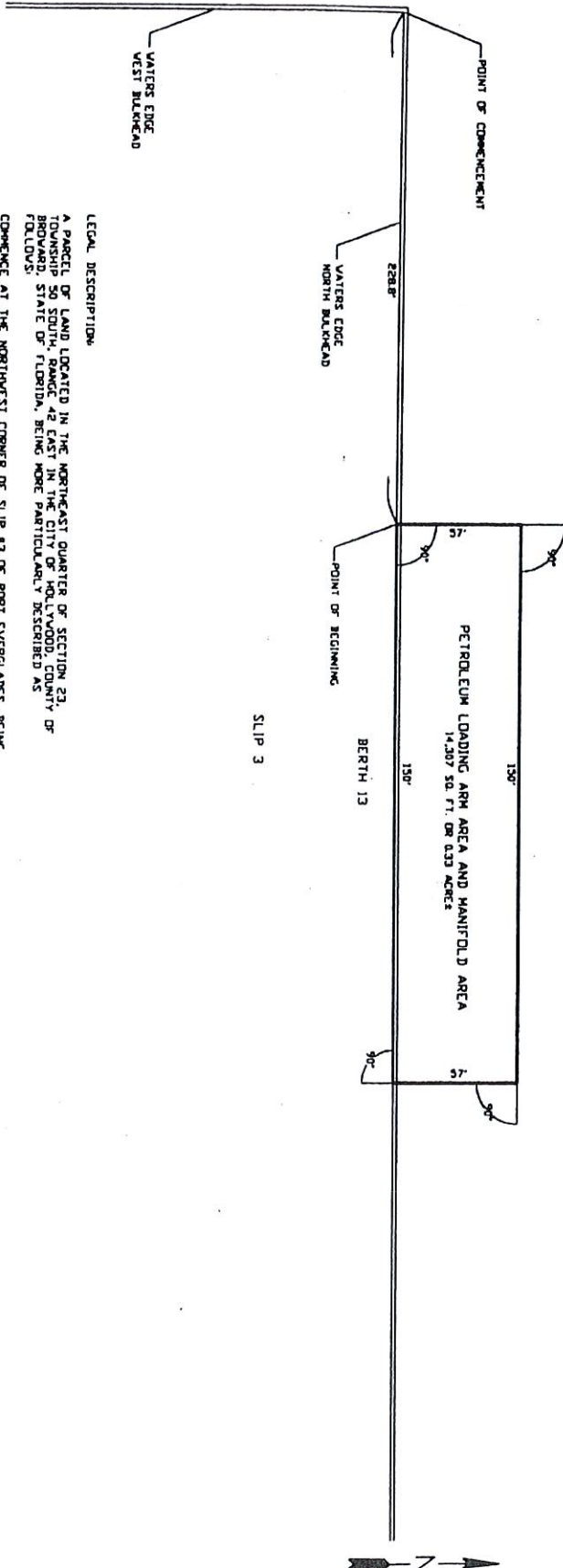


LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 42 EAST, IN THE CITY OF HOLYWOOD, COUNTY OF BROWARD, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SLIP No. 1, BEING THE INTERSECTION OF THE WATERS EDGE OF THE WEST WALL OF SLIP No. 1 AND THE WATERS EDGE OF THE SOUTH WALL OF SLIP No. 1 AS PRESENTLY CONSTRUCTED; THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH WALL OF SLIP No. 1 A DISTANCE OF 264.0 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 104 FEET TO THE OUTSIDE EDGE OF A CONCRETE RETAINING WALL BEING THE POINT OF BEGINNING; THENCE IN AN EASTERLY DIRECTION ALONG THE WEST SIDE OF SAID RETAINING WALL A DISTANCE OF 37.9 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 76.0 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 125.9 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 335.0 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 125.9 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 1.5; THENCE DEFLECTING 90° TO THE LEFT IN AN EASTERLY DIRECTION A DISTANCE OF 380 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 32.5 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF 90 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A NORTHERLY DIRECTION A DISTANCE OF 260 FEET; THENCE IN A WESTERLY DIRECTION A DISTANCE OF 374 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A NORTHERLY DIRECTION A DISTANCE OF 0.45 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A WESTERLY DIRECTION A DISTANCE OF 262 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 30 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF 760 FEET; THENCE DEFLECTING 90° TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 1.5 FEET; THENCE DEFLECTING 90° TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF 232 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 7,290 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

BROWARD COUNTY
PUBLIC WORKS & TRANSPORTATION DEPARTMENT
EXHIBIT "B"
LICENSE TO SOUTH FLORIDA
PETROLEUM SERVICE LLC
1/1/20

1/1/20	1/1/20	1/1/20	1/1/20	1/1/20	1/1/20
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EXHIBIT "C"



LEGAL DESCRIPTION:
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST IN THE CITY OF HOLLYWOOD, COUNTY OF BROWARD, STATE OF FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF SLIP #3 OF PORT EVERGLADES, BEING THE INTERSECTION OF THE VATERS EDGE OF THE WEST BULKHEAD AND THE VATERS EDGE OF THE NORTH BULKHEAD OF SAID SLIP #3 AS PRESENTLY CONSTRUCTED; THENCE EASTERLY ALONG THE VATERS EDGE OF SAID NORTH BULKHEAD A DISTANCE OF 228.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY A DISTANCE OF 228.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY A DISTANCE OF 57 FEET, THENCE DEFLECTING LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 57 FEET, THENCE DEFLECTING RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 251 FEET, THENCE DEFLECTING 90 DEGREES TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 57 FEET TO THE SAID VATERS EDGE OF THE NORTH BULKHEAD OF SLIP #3; THENCE DEFLECTING 90 DEGREES TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 251 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL OF LAND CONTAINING 14,307 SQUARE FEET OR 0.33 ACRES MORE OR LESS.

01-18-03	RECORD LABEL IN AIRCRAFT	248
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BROWARD COUNTY

PUBLIC WORKS & TRANSPORTATION DEPARTMENT
 PUBLIC UTILITIES DIVISION
 1001 N. W. 10th Street, Ft. Lauderdale, FL 33304

FORM "C"
 LICENSE TO SOUTH FLORIDA
 PETROLEUM SERVICE LLC
 BERTH 13

DATE	NO.	DATE	NO.
01-18-03	001	01-18-03	001

EXHIBIT "D"
Page 1 of 2

DESCRIPTION:

(12 FOOT WIDE PIPELINE LICENSE)

A STRIP OF LAND 12 FEET IN WIDTH LYING IN PARCEL "A", PORT EVERGLADES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 108, PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALSO LYING IN PARCEL "A", PORT EVERGLADES PLAT NO. 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 155, PAGE 12 OF SAID PUBLIC RECORDS, LYING 6.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A", PORT EVERGLADES PLAT NO. 13; THENCE NORTH 87°54'35" EAST, ALONG A PORTION OF THE SOUTH LINE OF SAID PARCEL "A", PORT EVERGLADES PLAT NO. 2, ALSO BEING ALONG A PORTION OF THE NORTH LINE OF SAID PARCEL "A", PORT EVERGLADES PLAT NO. 13, A DISTANCE OF 99.56 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO HEREINAFTER TO BE KNOWN AS REFERENCE POINT "A"; THENCE NORTH 02°26'40" WEST, A DISTANCE OF 202.31 FEET; THENCE NORTH 42°44'59" EAST, A DISTANCE OF 14.09 FEET; THENCE NORTH 87°56'38" EAST, A DISTANCE OF 442.01 FEET TO A POINT, SAID POINT HEREINAFTER KNOWN AS REFERENCE POINT "B"; THENCE SOUTH 02°03'22" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

BEGINNING AT SAID REFERENCE POINT "A"; THENCE SOUTH 02°26'40" EAST, A DISTANCE OF 195.78 FEET; THENCE SOUTH 47°14'57" EAST, A DISTANCE OF 14.19 FEET; THENCE NORTH 87°56'46" EAST, A DISTANCE OF 295.51 FEET; THENCE NORTH 02°03'16" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

A STRIP OF LAND 16 FEET IN WIDTH LYING IN SAID PARCEL "A", PORT EVERGLADES PLAT NO. 2, LYING 8.00 FEET ON EACH SIDE OF AS MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINES:

BEGINNING AT SAID REFERENCE POINT "B"; THENCE NORTH 87°56'38" EAST, A DISTANCE OF 271.30 FEET; THENCE SOUTH 02°03'22" EAST, A DISTANCE OF 12.00 FEET TO THE POINT OF TERMINATION.

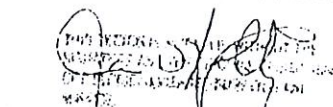
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

NOTE: THE BEARINGS REFERENCED HEREIN 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 SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271



JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

SHEET 1 OF 2
JOB NO. 96-0061.11
DATED : September 9, 1998
REVISED: October 26, 1998

FEB 26 2002

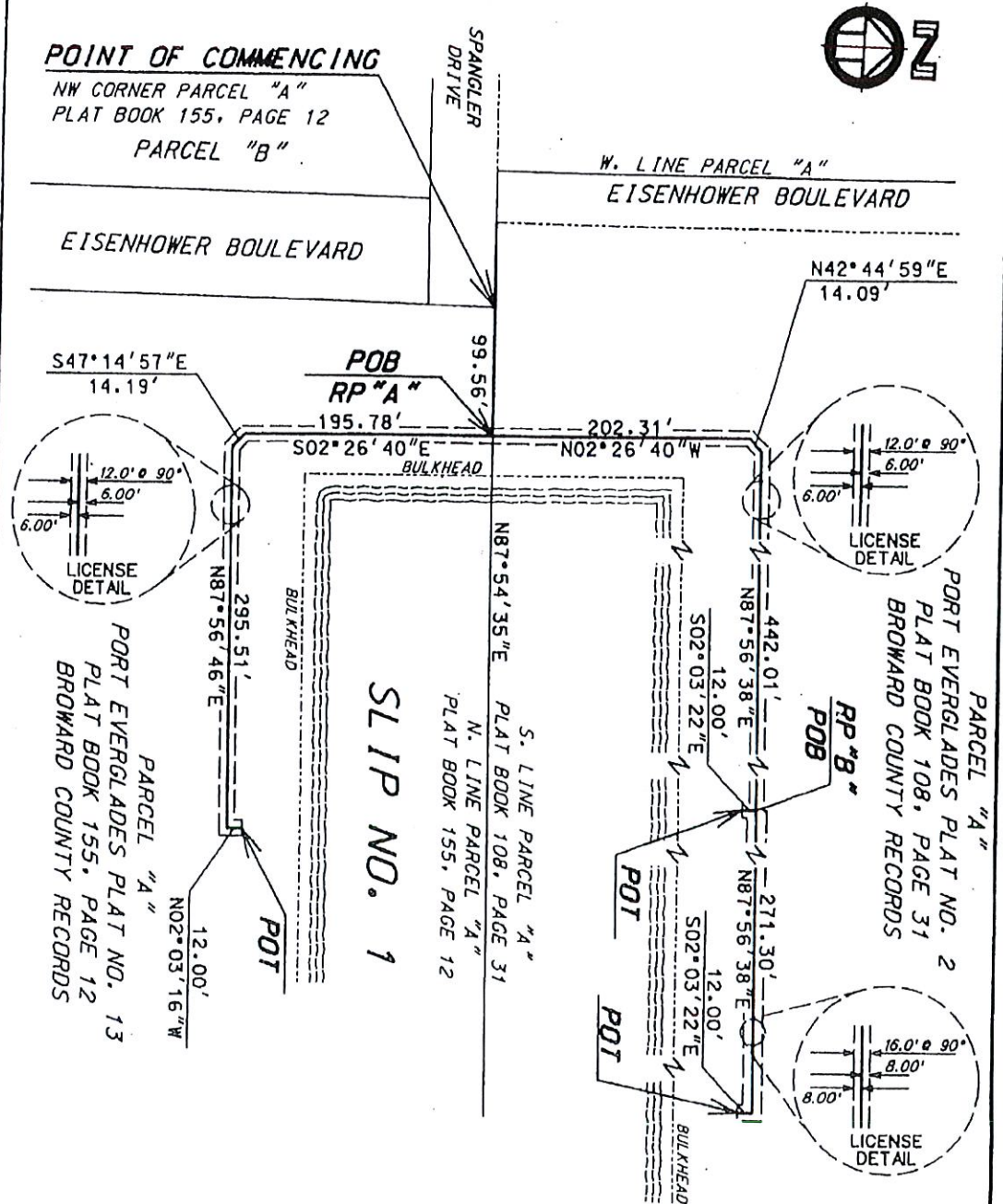


CRAVEN THOMPSON & ASSOCIATES INC.

ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD. STREET, FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
OFFICES: FORT LAUDERDALE, VERO BEACH (FAX) 954-739-6409

SKETCH TO ACCOMPANY DESCRIPTION

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



POB = POINT OF BEGINNING
POT = POINT OF TERMINATION
RP = REFERENCE POINT
ALL RECORDING INFORMATION REFERENCED HEREON IS FOUND
IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

FOR: PORT EVERGLADES

SHEET 2 OF 2

UPDATES and/or REVISIONS	DATE	BY	CKD	NOTE
ADD 15' WIDTH	10/26/98	JVN	JVN	NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, Inc. make no representations of guarantee as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters, such information should be obtained and confirmed by others through appropriate title verification.
				NOTE: Lands shown hereon were not obstructed for right-of-way and/or easements of record.
JOB NO. 96-0061.11	DRAWN BY: JVN	CHECKED BY:	SCALE 1"=100'	DATED: SEPT 1998

**EXHIBIT "E"
DESCRIPTION**

**PROPOSED 5' TRANSFER LINE AGREEMENT
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA**

A PORTION OF PARCEL "A", 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 AND BEING A STRIP OF LAND 5.00 FEET WIDE LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 87°55'23" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", 129.77 FEET TO THE WET FACE OF AN EXISTING SEAWALL;

THENCE SOUTH 02°23'49" EAST, ALONG SAID WET FACE, 148.49 FEET TO A POINT ON THE WET FACE OF AN EXISTING EAST-WEST SEAWALL;

THENCE NORTH 87°58'21" EAST, ALONG THE WET FACE OF SAID EAST-WEST SEAWALL, 430.37 FEET;

THENCE SOUTH 01°39'14" EAST, 45.21 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE CONTINUE 01°39'14" EAST, 74.31 FEET;

THENCE NORTH 88°20'46" EAST, 94.50 FEET;

THENCE SOUTH 02°33'19" EAST, 265.95 FEET;

THENCE SOUTH 87°46'20" WEST, 338.31 FEET;

THENCE SOUTH 02°13'40" EAST, 69.06 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

X:\Cad\Surv.\0960 PORT EVERGLADES\10' TRANSFER LINE BERTH 9-13\0960 10' TRANSFER LINE BERTH 9-13.dwg, 9/26/2014 2:55:55 PM, RICH AF, 10' MF C2050 2PCS

PROJECT NO.: 0960

SHEET 1 OF 6 SHEETS

REVISED	MDR	08/18/14	MDR	
REVISED	MDR	07/07/14	MDR	
SKETCH OF DESCRIPTION	MDR	07/01/14	MDR	
REVISIONS	DWN	DATE	FB/PG	CHKD

**SHIVA 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

X:\Cad\Survey\0960\PORT EVERGLADES\10\TRANSFER LINE\BERTH 9-15\0960\10\TRANSFER LINE\BERTH 9-15.dwg, 9/26/2014 2:55:53 PM, RICCH AF100.NP C20350 RPCS

EXHIBIT "E"
DESCRIPTION
PROPOSED 5' TRANSFER LINE AGREEMENT
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE NORTH LINE OF PARCEL "A", PORT EVERGLADES PLAT NO. 13, PLAT BOOK 155, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA. SAID NORTH LINE BEARS NORTH 87°55'423" EAST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

I HEREBY CERTIFY THAT THE LAND DESCRIPTION AND SKETCH ATTACHED HERETO MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



FOR THE FIRM, BY:

Michael D. Rose

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3998

PROJECT NO.: 0960

SHEET 2 OF 6 SHEETS

REVISED	MDR	08/18/14		MDR
REVISED	MDR	07/07/14		MDR
SKETCH OF DESCRIPTION	MDR	07/01/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA **SHAH**
SDA **DROTOS**

ENGINEERING
SURVEYING
PLANNING

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

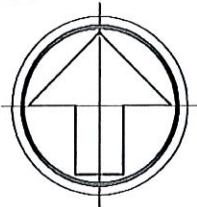
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EXHIBIT "E"

SKETCH OF DESCRIPTION

PROPOSED 5' TRANSFER LINE AGREEMENT

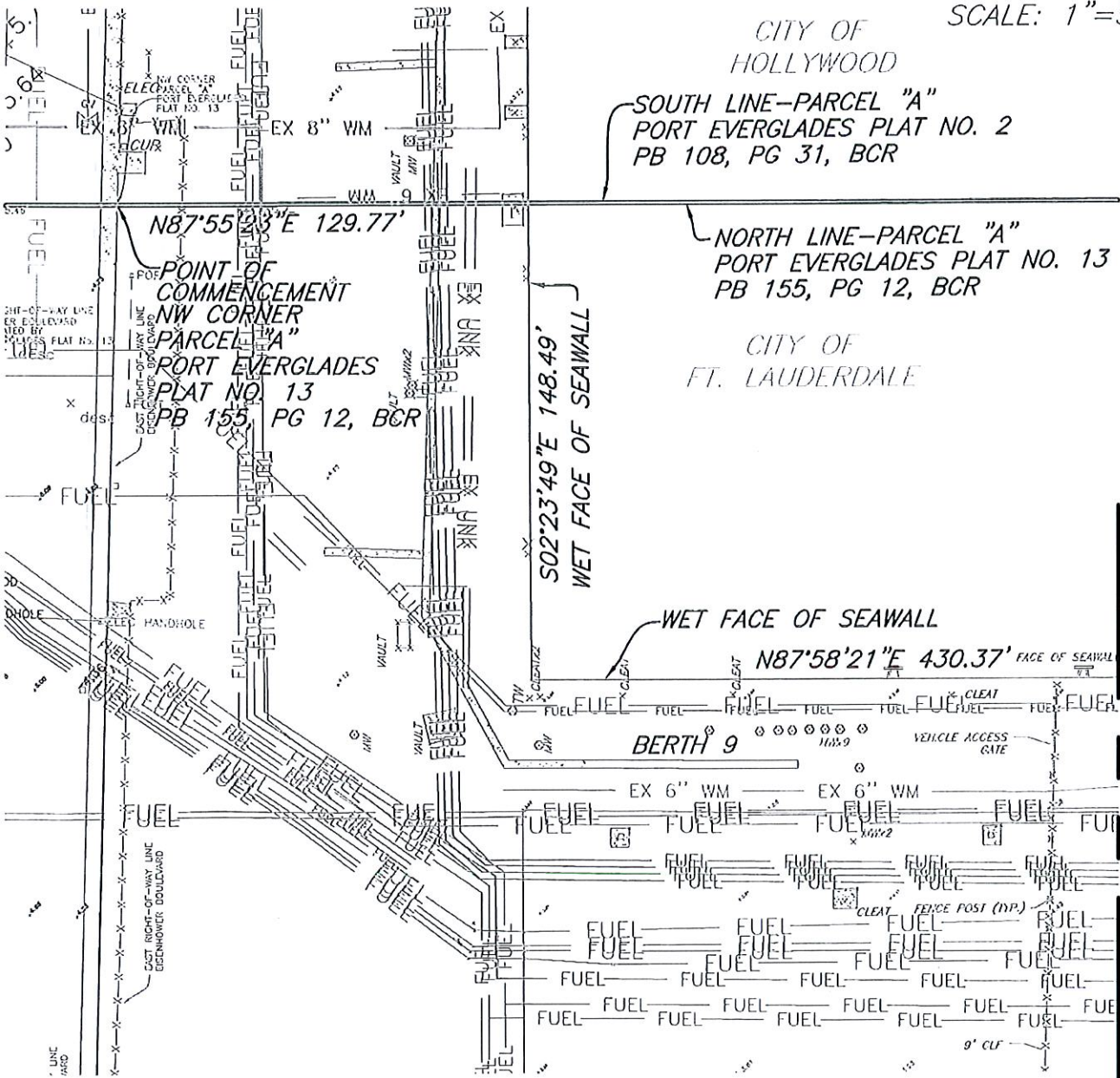
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1"=50'

LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- PB = PLAT BOOK
- BCR = BROWARD COUNTY RECORDS



CITY OF
HOLLYWOOD

SOUTH LINE-PARCEL "A"
PORT EVERGLADES PLAT NO. 2
PB 108, PG 31, BCR

NORTH LINE-PARCEL "A"
PORT EVERGLADES PLAT NO. 13
PB 155, PG 12, BCR

CITY OF
FT. LAUDERDALE

MATCHLINE-SEE SHEET 4 OF 6 SHEETS

PROJECT NO.: 0960

SHEET 3 OF 6 SHEETS

REVISED	MDR	08/18/14	MDR
REVISED	MDR	07/07/14	MDR
SKETCH OF DESCRIPTION	MDR	07/01/14	MDR
REVISIONS	DIVN	DATE	FB/PG
			CHKD

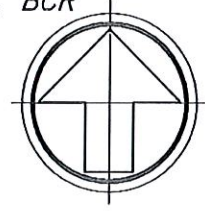
SHAH DROTOS

ENGINEERING
SURVEYING
PLANNING

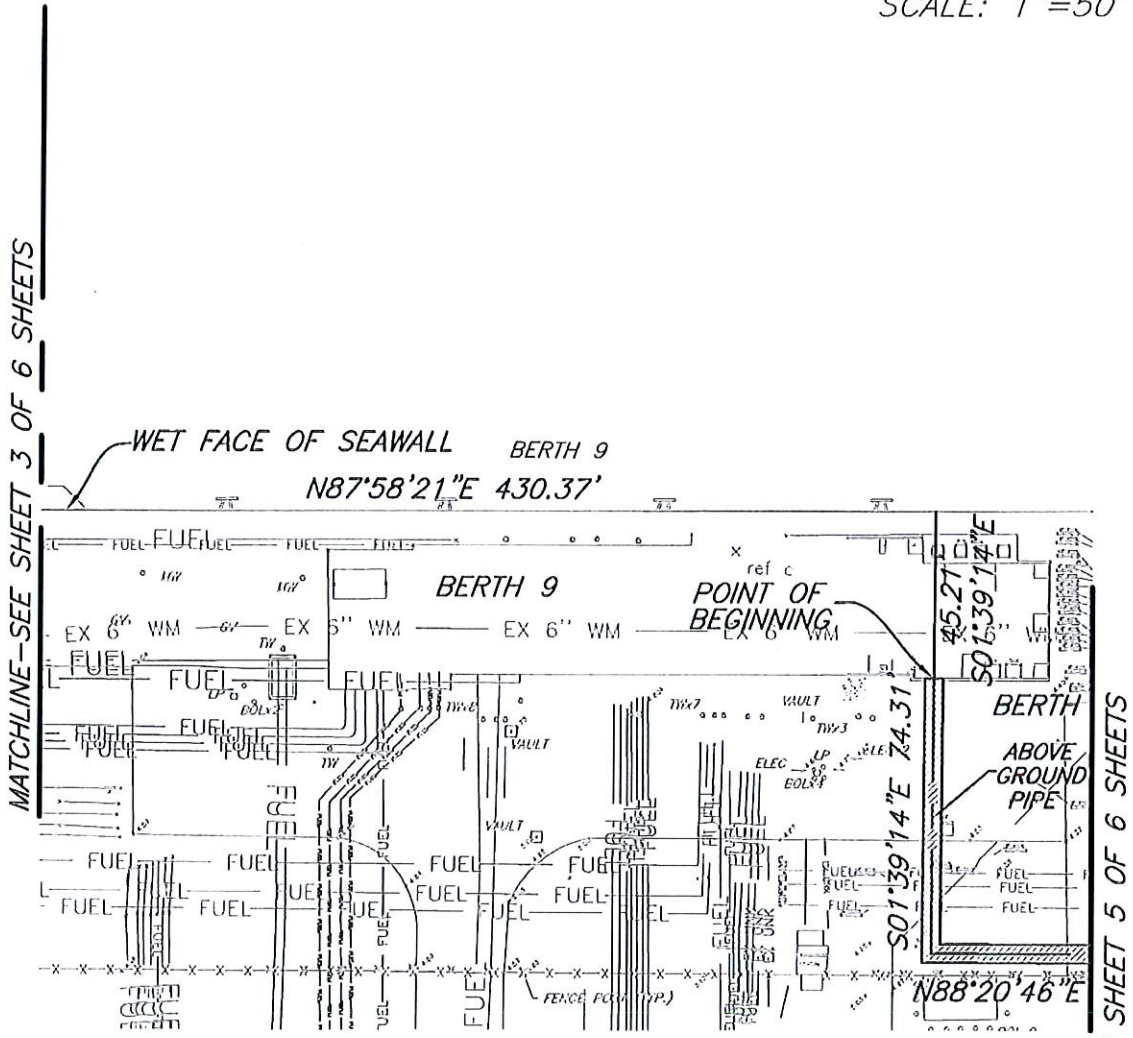
& ASSOCIATES
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

X:\Cad\Survey\0960 PORT EVERGLADES\10\TRANSFER LINE BERTH 9-15.dwg, 9/26/2014 2:56:22 PM, RICCH AF 00 N/E 02050 P/C/S

EXHIBIT "E"
SKETCH OF DESCRIPTION
PROPOSED 5' TRANSFER LINE AGREEMENT
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1"=50'



LEGEND:

- ORB =OFFICIAL RECORDS BOOK
- PG =PAGE
- PB =PLAT BOOK
- BCR =BROWARD COUNTY RECORDS

PROJECT NO.: 0960

SHEET 4 OF 6 SHEETS

REVISED	MDR	08/18/14		MDR
REVISED	MDR	07/07/14		MDR
SKETCH OF DESCRIPTION	MDR	07/01/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SHAH DROTOS
& ASSOCIATES

- ENGINEERING
- SURVEYING
- PLANNING

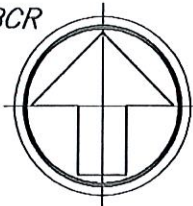
CERTIFICATE OF AUTHORIZATION NO. LB 6456
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PH: 954-943-9433 • FAX: 954-783-4754

EXHIBIT "E" SKETCH OF DESCRIPTION

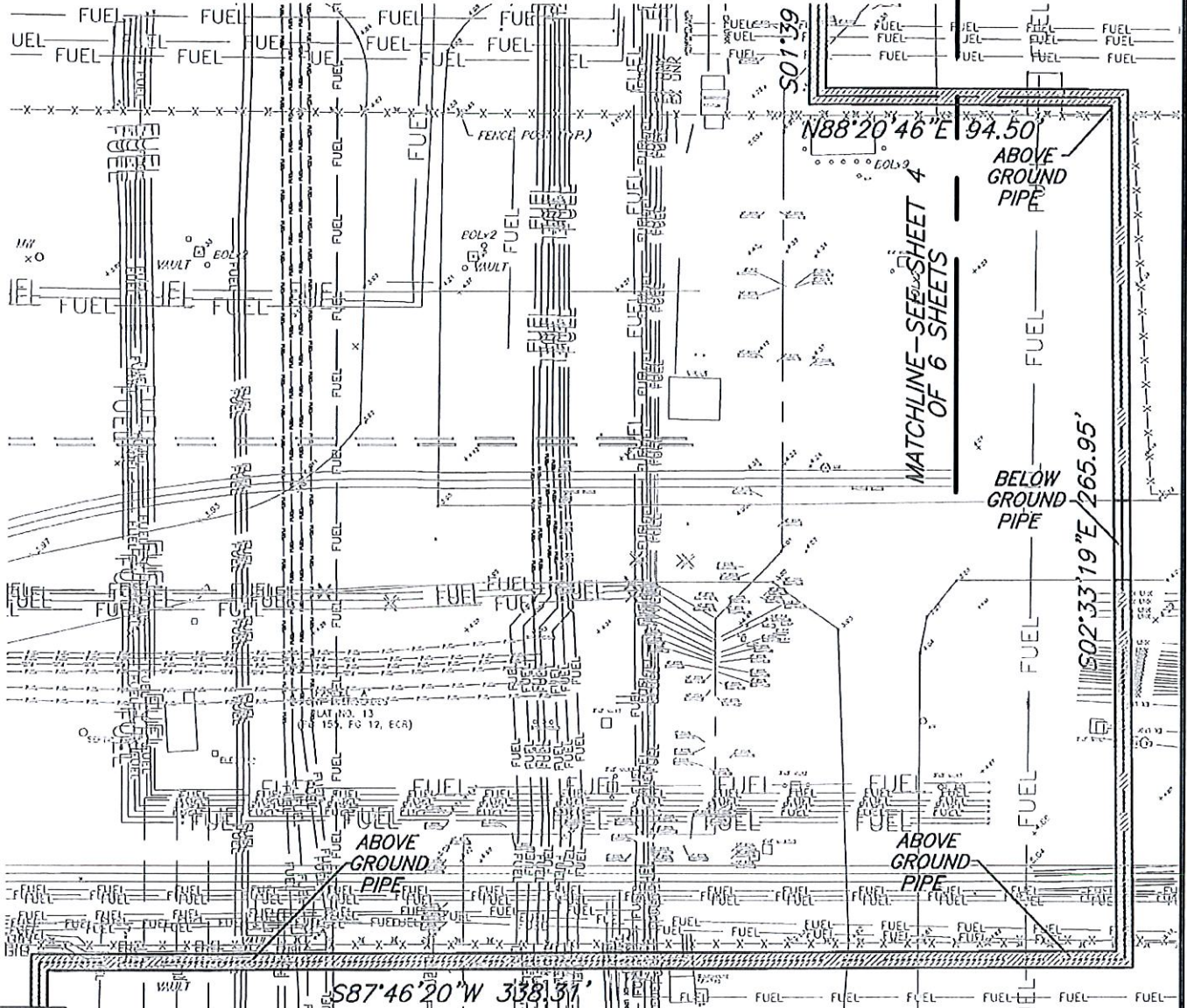
PROPOSED 5' TRANSFER LINE AGREEMENT
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
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- BCR = BROWARD COUNTY RECORDS



SCALE: 1" = 50'



MATCHLINE - SEE SHEET 4 OF 6 SHEETS

MATCHLINE - SEE SHEET 6 OF 6 SHEETS

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PROJECT NO.: 0960

SHEET 5 OF 6 SHEETS

REVISED	MDR	08/18/14		MDR
REVISED	MDR	07/07/14		MDR
SKETCH OF DESCRIPTION	MDR	07/01/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SHAH DROTOS
& ASSOCIATES

ENGINEERING
SURVEYING
PLANNING

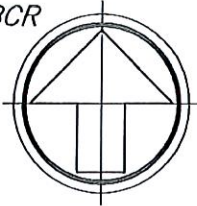
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

EXHIBIT "E"

SKETCH OF DESCRIPTION

PROPOSED 5' TRANSFER LINE AGREEMENT

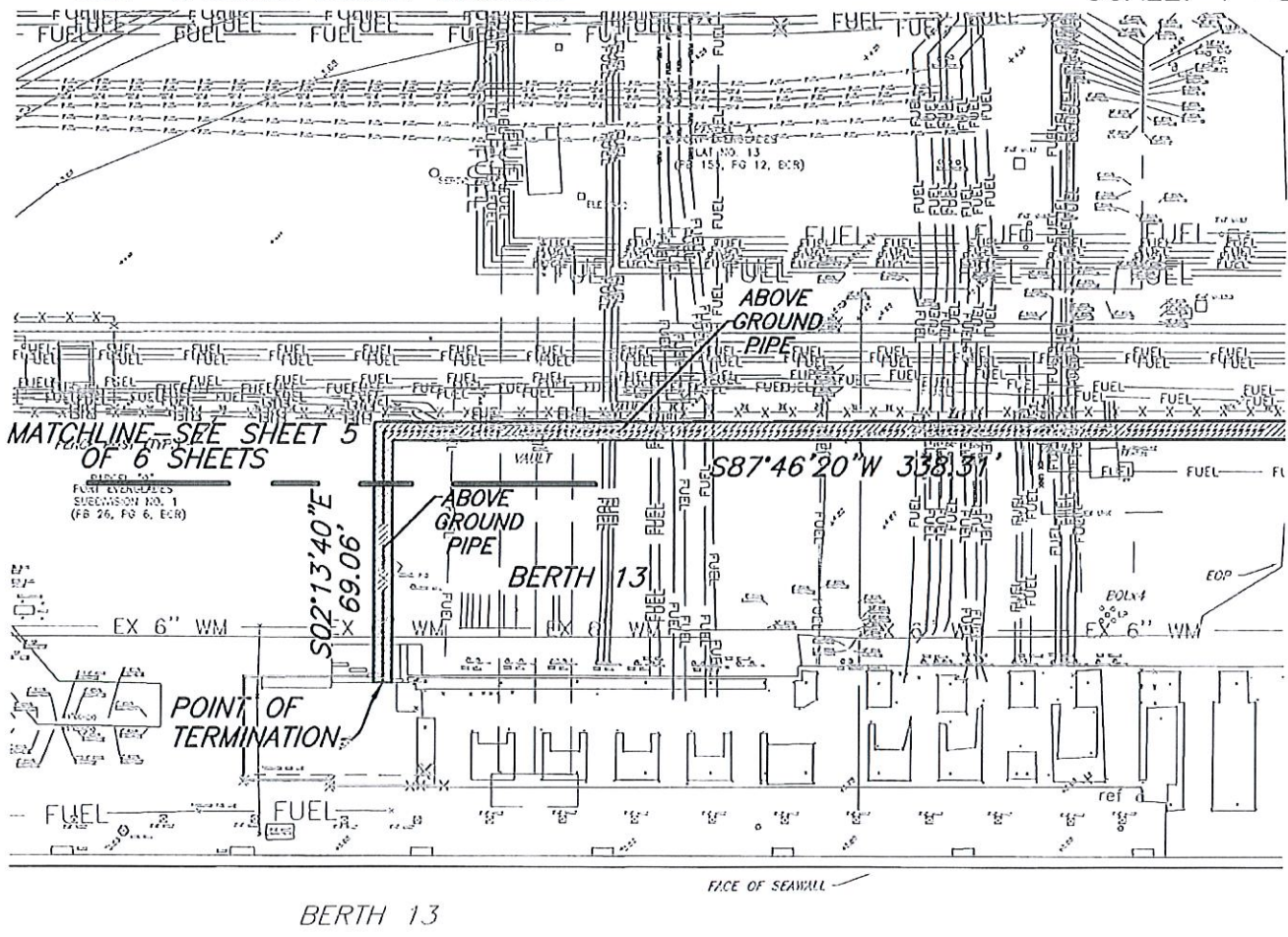
PARCEL "A", PORT EVERGLADES PLAT NO. 13, PB 155, PG 12, BCR
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



SCALE: 1"=50'

LEGEND:

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- PG =PAGE
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PROJECT NO.: 0960

SHEET 6 OF 6 SHEETS

REVISED	MDR	08/18/14	MDR
REVISED	MDR	07/07/14	MDR
SKETCH OF DESCRIPTION	MDR	07/01/14	MDR
REVISIONS	DWN	DATE	FB/PG CHKD

SIDA SHAH
DROTOS
& ASSOCIATES

ENGINEERING
SURVEYING
PLANNING

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

PROPOSED INSTALLATION

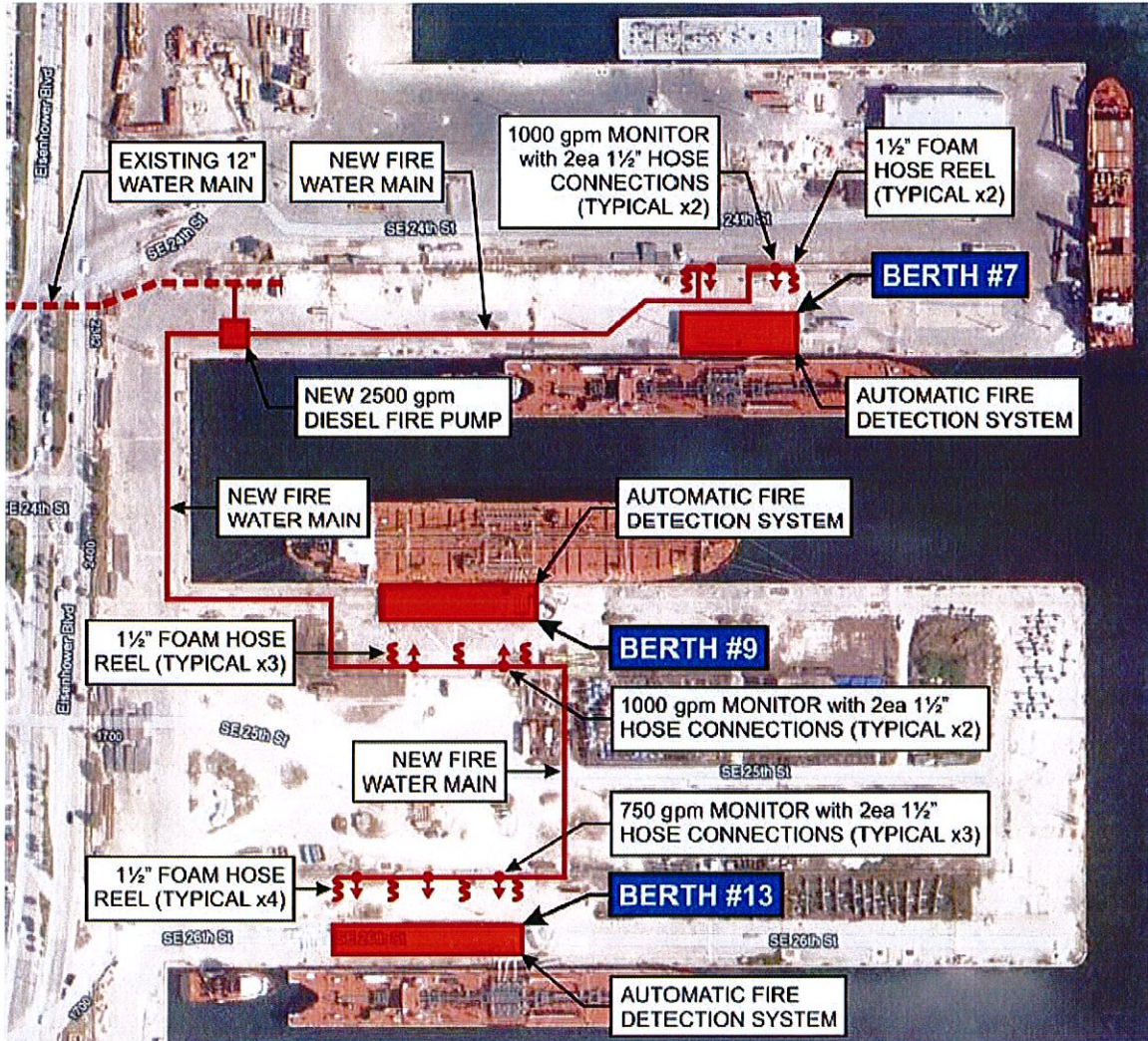


Exhibit "G"

General Decision Number: FL140150 05/23/2014 FL150

Superseded General Decision Number: FL20130150

State: Florida

Construction Type: Heavy

County: Broward County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	02/21/2014
3	05/23/2014

ELEC0728-006 09/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 27.96	10.56

ENGI0487-014 07/01/2013

	Rates	Fringes
OPERATOR: Crane All Tower Cranes Mobile, Rail, Climbers, Static- Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Flying Cranes; Boom Truck.....	\$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.....	\$ 28.32	8.80
OPERATOR: Drill.....	\$ 25.80	8.80
OPERATOR: Oiler.....	\$ 22.99	8.80

IRON0272-005 04/01/2013

Exhibit "G"

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.59	5.93

* LABO1652-004 06/01/2013

	Rates	Fringes
LABORER: Grade Checker.....	\$ 14.50	4.92

PAIN0365-007 08/01/2013

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.50	8.93

SUFL2009-146 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 15.00	8.64
LABORER: Common or General.....	\$ 9.87	3.24
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	2.42
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 18.77	1.87
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 14.00	2.42
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50

Exhibit "G"

OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Exhibit "G"

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

Exhibit "G"

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)

No. _____

Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of the Contract.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)

SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:

(Serial number, if any)