LICENSE AGREEMENT
for
CONSTRUCTION STAGING ACTIVITIES

This License Agreement for Construction Staging Activities (the “Agreement”) is made and entered into as June 18, 2019, by and between MANATEE COUNTY, a political subdivision of the State of Florida (“Licensor”) and SOUTHERN ROAD & BRIDGE, LLC, a Florida limited liability company (“Licensee”).

WHEREAS, Licensor owns property located at 2651 Gulf Drive South, Bradenton Beach, Florida 34217, “Barge Loading Facility”, as identified in Exhibit “A” of this Agreement (the “Property”) and operates the Property as a public park and boat ramp known as Coquina Boat Ramp (the “Park”); and

WHEREAS, the Florida Department of Transportation (“FDOT”) owns and operates a publicly-owned bascule bridge traversing Longboat Pass, and has contracted with Licensee to remodel, repair and improve the bridge (the “Project”); and

WHEREAS, in order to provide cost savings to Licensor and FDOT, Licensee has requested this License for the temporary use a portion of the Property as a marine loading area for construction equipment and materials for the Project; and

WHEREAS, Licensor and Licensee wish to set forth herein the terms and conditions of such License.

NOW, THEREFORE, Licensor and Licensee do hereby agree as follows:

1. The Licensed Area. The real property that is the subject of this Agreement (the “Licensed Area”) is the portion of the Property identified as Licensed Area on Exhibit A.

2. The License. Licensor hereby grants Licensee a revocable license (the “License”) to utilize the Licensed Area as a marine loading area for construction equipment and materials for the Project, and to access the Licensed Area through the Property for such purposes, subject to the terms and conditions set forth herein.

3. The License Duration. This Agreement and the License granted herein shall commence on the effective date hereof, and shall terminate on December 31, 2019, unless terminated earlier pursuant to this Section. Licensor may, by written notice to Licensee provided three (3) days in advance, terminate the License and this Agreement for cause at any time that Licensee fails to perform the conditions set forth herein.

4. Conditions to Use of Licensed Area. The Licensee’s use of the Licensed Area shall be subject to the following conditions:

   A. Use of the Licensed Area shall occur only Monday through Friday from 7 am to 7 pm, and only on regular business days (not holidays);
B. Use of the Property shall occur only within the Licensed Area, and under no circumstances shall obstruct or restrict access to any portion of the Property utilized by the City of Bradenton Beach (the “City”) as a Barge Loading Facility for the City’s Pier Renovation Project pursuant to the Interlocal Agreement between Licensor and the City dated May 21, 2019;

C. No materials or equipment shall be placed upon the seawall;

D. The loading barge shall not contact the seawall;

E. Barges or support vessels utilized in construction activities shall not be moored during non-operating hours;

F. Active loading or unloading shall only occur during specified hours of operation;

G. No more than one barge and one support vessel may be moored to the Barge Loading Facility at any given time during the hours of operation;

H. The land-based loading area shall be completely cordoned off by Licensee by construction of a six-foot (6-foot) chain link fence, in order to prevent the public from accessing the loading area;

I. The Licensee shall not place, stage, transport or permit the release of Hazardous Materials within or on the Property and the Licensed Area. In addition to the obligations in Section 5, Licensee shall indemnify and hold harmless Licensor and shall reimburse Licensor for any damages including costs of clean up, containment (or other remediation) arising from any release of Hazardous Materials by Licensee, its officers, agents, employees or invitees. The term “Hazardous Materials” shall include any materials regulated or otherwise governed by Federal, state or local “Environmental Laws”, as hereafter defined to include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date or may be amended in the future, the regulations promulgated pursuant to said laws and any other administrative, federal, state or local law, statute, rule, regulation or ordinance which currently or in the future regulates or governs the use, handling, storage, disposal, presence, treatment, cleanup, transportation or release or threatened release into the environment of such materials. The term shall include any pollutant, contaminant, substance, chemical, waste or other material which is listed, defined or otherwise identified currently or in the future for control under any of the Environmental Laws, including, without limitation, formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum
product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos and any by-product of same.

J. Licensee shall promptly correct and repair any and all damages or alterations to the Property and the Licensed Area caused by Licensee. Licensee shall not commit waste and shall restore the Licensed Area to substantially its condition prior to Licensee’s entry.

K. Licensee shall pay to Licensor a user fee of five thousand dollars ($5,000) per month. The initial payment shall be paid on the effective date hereof, and subsequent payments shall be made every thirty days thereafter.

5. Indemnity and Hold Harmless; Insurance. Prior to commencing any activities pursuant to this Agreement, Licensee shall execute the Indemnity and Hold Harmless and provide a Certificate of Insurance, in the forms attached hereto as Exhibits C-1 and C-2, to indemnify, defend and hold Licensor harmless, and insure Licensor, from any loss, claim, liability or cost, including without limitation, damage to the Licensed Area or the Property, injury to or death of persons, damage to property of third parties, and reasonable attorney fees and costs caused by or arising out of Licensee’s use of the Licensed Area and the Property.

6. Notices. All notices, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given: (a) upon hand delivery thereof with written confirmation of receipt, (b) upon receipt through any commercial overnight delivery service, or (c) upon receipt by Certified Mail, Return Receipt Requested, to the addresses set forth below or at such other address, or to such other person and at such address for that person, as any party shall designate in writing to the other parties for such purpose in the manner hereinabove set forth:

If to Licensor: Manatee County Parks and Natural Resources Department
5502 33rd Ave. Dr. W.
Bradenton, FL 34201
Attn: Director of Parks and Natural Resources

If to Licensee: Southern Road & Bridge, LLC
________________________
________________________
________________________
Attn: ___________________

7. Entire Agreement. This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

8. Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto, their beneficiaries, heirs and administrators, and does not confer any rights on any other persons or entities. Licensee may not assign this Agreement without the prior written consent of Licensor.
9. **Amendment.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the Licensor by the Board of County Commissioners and for Licensee by its authorized signatory, and only if properly executed by all the parties hereto.

10. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. **Gender and Use of Singular and Plural.** All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require.

12. **Counterparts/Facsimile.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Execution and delivery of this Agreement by any party hereto, when transmitted via facsimile or electronic transmission, shall constitute the original, binding Agreement of any such party.

13. **Headings.** The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall be exclusively maintained in Manatee County, Florida, or the United States District Court, Tampa Division, and all parties hereby specifically consent to the jurisdiction of said courts.

15. **Further Assurances.** The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

16. **Litigation.** If any party hereto is required to engage in litigation or arbitration against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such party (“Prevailing Party”), then the party or parties against whom said final judgment is obtained shall reimburse the Prevailing Party for all expenses reasonably incurred by the Prevailing Party in so enforcing or defending its rights hereunder, including, but not limited to, all reasonable attorneys' fees, paralegals' fees and any sales tax thereon, and all court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

17. **Construction.** Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption
that the terms hereof shall be more strictly construed against one party by reason of the rule of 
construction that a document is to be more strictly construed against the party that itself or through 
its agent prepared the same, it being agreed that the parties hereto and their respective agents and 
legal counsel have participated in the preparation hereto.

18. Independent Counsel. All parties to this Agreement hereby acknowledge and agree that 
each has been advised to seek independent legal in connection with the negotiation, preparation 
and consummation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed 
by their duly authorized representatives as indicated below.

[signature pages to follow]
LICENSOR:

MANATEE COUNTY, a political subdivision of the State of Florida

By: Its Board of County Commissioners

By: ____________________________
   Chairperson

ATTEST:  Angelina Coloneso
         Clerk of the Circuit Court
         and Comptroller

By: ____________________________
   Deputy Clerk

LICENSEE:

SOUTHERN ROAD & BRIDGE, LLC, a Florida Limited Liability Company

By: ____________________________

Name: Lucas Pappas, Managing Member

Title: Managing Member
EXHIBIT A
RENDERING OF PROPERTY AND LICENSED AREA
EXHIBIT A
BARGE LOADING FACILITY
EXHIBIT B
DESCRIPTION OF ACTIVITIES
Friday, April 19, 2019

Charlie Hunsicker  
Director  
Manatee County Parks and Natural Resources Department

RE: Marine Loading & Laydown Yard for Longboat Bridge Rehab. Project  
FDOT Contract No.: E1R66  
FPID: 435415-1-52-01

Mr. Hunsicker,

Southern Road & Bridge will be beginning work on the above referenced project by June 10\textsuperscript{th}, 2019. The project involves structural, mechanical, and electrical repairs to Bridge No. 130057 / S.R. 789 over Longboat Key Pass, as well as significant marine construction elements including installation and removal of fender piles and scour protection installation. The established contract duration is 80 calendar days, however delays, contract time extensions, and work orders could extend the contract completion further into the year.

We are seeking to work with Manatee County on establishing two access elements that will be crucial in the timely and effective execution of this project: A laydown yard for materials, employee parking, and equipment, as well as a marine loading area to move materials to and from the work barges involved in the marine construction elements.

We can be tremendously flexible with regards to the location of the laydown yard. While a yard that is closer to the structure is preferable to minimize our impact on pedestrian and vehicular traffic, any of the areas identified on the aerial images attached below would be suitable. Any supplemental site measures, such as erosion control, site security, and privacy measures necessary to satisfy the County can be provided by SRB.

With regards to the Marine loading areas, SRB is highly limited in the number of locations and manner of loading available at our disposal. The two possible loading areas are sketched on the aerial images below. Throughout the duration of the project, there will be 2 – 3 sectional barges and several work vessels in the water, and materials will need to be transferred from the barges to the marine staging area several times per week. The material will be moved immediately from the marine loading area to the laydown yard for off-loading, and vice-versa for loading.
We understand that this project and the associated access requirements represent a significant imposition on Manatee County resources and visitors to Coquina Beach. We are willing to discuss financial compensation or pro-bono construction services to help offset any negative project impacts and make this relationship mutually beneficial for Manatee County and the public.

Respectfully,

Yanni Skaroulis
Project Manager
727-423-5544
yskaroulis@SouthernRB.com
Laydown yard

Potential laydown yard locations. Dimensions and boundaries approximate. Chain link fence with privacy screen and adequate signage at all locations. Pedestrian access to be maintained where necessary.
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Manatee County, a Political Subdivision of the State of Florida

Indemnity and Hold Harmless

Southern Road and Bridge shall defend, indemnify and hold harmless the County and all of the County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Southern Road and Bridge, its officers, employees, representatives and agents in performance or non-performance of its obligations of said project. Southern Road and Bridge recognizes the broad nature of this Indemnification and Hold Harmless agreement, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this agreement. Compliance with insurance requirements required elsewhere within said project’s separate Contract/Agreement shall not relieve Southern Road and Bridge of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this Indemnity and Hold Harmless agreement.

Nothing herein shall be construed to extend the County’s liability beyond that provided in section 768.28, Florida Statutes.

RELATED PROJECT NUMBER AND/OR NAME
FDOT E1R66
FIN. Proj. ID 436415-1-52-01

INSURANCE AGENT’S NAME: Moore Resources Insurance
INSURANCE AGENT’S ADDRESS: 4563 Central Ave., St. Petersburg, FL 33713
INSURANCE AGENT’S TELEPHONE NUMBER: 727-323-0206

SOUTHERN ROAD AND BRIDGE SIGNATURE

DATE
June 6, 2019

Acknowledgement:

STATE OF FLORIDA COUNTLY OF PINEISAS

The foregoing instrument was acknowledged before me this 6th day of June, 2019 by [YOUR FULL LEGAL NAME], who is personally known to me or who has produced [DRIVERS LIC.] as identification.

Notary Signature

Print Name: TANYA PILARINOS (seal)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERIS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Moore Resources Insurance Agency
4563 Central Avenue
St. Petersburg, FL 33713
License #: L058117

**CONTACT**
Name: Anne Osborne
Phone: 727-323-0206
Fax: 727-323-0603
E-mail: annee@dmins.com

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Allied World National Assurance Company</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>INSURER B</td>
<td>Admiral Insurance Company</td>
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<tr>
<td>INSURER C</td>
<td>Travelers Property Casualty Company of America</td>
<td>25674</td>
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<td>INSURER D</td>
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<td>INSURER E</td>
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**COVERAGES**

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<thead>
<tr>
<th>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</th>
<th>(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</th>
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<tbody>
<tr>
<td>FDOT E1R66 - Staging</td>
<td>Manatee County, a political subdivision of the State of Florida and the City of Bradenton Beach are Additional Insured with a Waiver of Subrogation with respects to General Liability, Pollution and Automobile Liability when required by written contract, and subject to the terms, conditions and exclusions of the policy. Umbrella is Follow Form.</td>
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**CERTIFICATE HOLDER**
Manatee County Parks and Natural Resources Department
1112 Manatee Ave W
Bradenton, FL 34205

**CANCELATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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