



**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
PERLA RUBBIN & SONS USA, INC.**

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Perla Rubbin & Sons USA, Inc., a Florida corporation ("Licensee") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The County owns and controls certain real property located in the City of Pompano Beach, more particularly described in Exhibit A ("Revocable License Area").

B. Licensee has applied for a Surface Water Management License ("SWML") from Broward County's Environmental Permitting Division ("EPD"). As part of that process, EPD requires documentation demonstrating that Licensee has the legal right to access and use the Revocable License Area for the proposed drainage improvements.

C. To satisfy that requirement, Licensee requested, and County is willing to grant, a nonexclusive license for Licensee to access and use the Revocable License Area to install, operate, and maintain drainage pipes and related equipment ("Permitted Activities").

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of the Real Property and Real Estate Development Division, or written designee.
- 1.3. **Division** means the Real Property and Real Estate Development Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants Licensee a revocable, limited, and nonexclusive license to access and use the Revocable License Area solely to perform the Permitted Activities in accordance with the SWML, and to take any other actions required under this Agreement.

2.2. Other than for the purposes identified in this Agreement, Licensee may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Licensee may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Licensee acknowledges and agrees that the Revocable License Area may be temporarily or permanently reconfigured, modified, moved by County or its agents at any time without any liability to the Licensee.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Licensee or any other party.

ARTICLE 3. LICENSEE'S OBLIGATIONS

3.1. Licensee shall at all times comply with the terms of the SWML and all applicable federal, state, and local laws, regulations, and ordinances.

3.2. Licensee shall be solely responsible for all costs associated with the installation and maintenance of Licensee's drainage facilities, including permitting, compliance, and any required equipment, utility, or service arrangements.

3.3. Licensee shall ensure that its access and use of the Revocable License Area do not damage County property or interfere with County operations. If any damage occurs, Licensee shall promptly repair such damage at its sole expense. If Licensee fails to make such repairs or restoration within thirty (30) days after County's request, County may make the repairs or restoration and invoice Licensee for the costs thereof. Licensee shall pay such invoice within thirty (30) days after receipt.

3.4. Upon expiration or termination of this Agreement, Licensee shall cease all use of the Revocable License Area and, within thirty (30) days, remove any and all materials, equipment, and other property Licensee installed or placed within the Revocable License Area. Licensee shall also restore the Revocable License Area to the condition that existed immediately prior to Licensee's use, or to such other condition as may be approved in writing by the County's Contract Administrator.

ARTICLE 4. TERM AND TERMINATION

4.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

4.2. This Agreement may be terminated for cause by County if Licensee breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Licensee for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice Licensee for the costs of correction, Licensee shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

4.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Licensee, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

4.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to the Licensee of such termination.

4.5. Licensee may terminate this Agreement at any time upon thirty (30) days' written notice to County, provided that the Licensee complies with the restoration and removal obligations set forth in Section 3.4.

4.6. This Agreement shall automatically terminate, without the need for further action by either party upon the expiration, revocation, or termination of the SWML issued to Licensee.

4.7. Upon termination of this Agreement, Licensee shall peaceably surrender its use of the Revocable License Area.

4.8. Notice of termination shall be provided in accordance with the Article 5 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 5 of this Agreement.

ARTICLE 5. NOTICES

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Administrator
115 S Andrews Ave, Room 409
Fort Lauderdale, FL 33301
Email: mcepero@broward.org

With a copy to:

Director, Broward County Real Property and Real Estate Development Division
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
Email: lmahoney@broward.org

FOR PERLA RUBBIN & SONS USA INC:
Attn: George Lalizas, Director
3081 West McNab Road
Pompano Beach, FL 33069
Email address: george@oceansouth.com

ARTICLE 6. INDEMNIFICATION

6.1. Licensee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Licensee, or any intentional, reckless, or negligent act or omission of Licensee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Licensee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2. If Licensee contracts with a third party to perform any of Licensee's Permitted Activities under this Agreement, Licensee shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

6.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

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

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

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

7.4. Licensee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the term. Licensee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

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

7.7. Licensee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of any Permitted Activities. Licensee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be

satisfied by either the named insured or County, if so elected by County, and Licensee shall obtain same in endorsements to the required policies.

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

7.9. Licensee shall require that each of its subcontractor maintains insurance coverage that adequately covers the Permitted Activities performed by that subcontractor on substantially the same insurance terms and conditions required of Licensee under this article. Licensee shall ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies. Licensee shall not permit any subcontractor to perform any Permitted Activities unless and until all applicable requirements of this article are satisfied.

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

ARTICLE 8. MISCELLANEOUS

8.1. Independent Contractor. Licensee is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Licensee nor its agents shall act as officers, employees, or agents of County. Licensee has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.2. Third-Party Beneficiaries. Neither Licensee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.3. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Licensee without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

8.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of

this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.5. Compliance with Laws. Licensee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

8.8. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

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

8.14. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____; and Perla Rubbin & Sons USA, Inc., signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By _____
Mayor

____ day of _____, 20____

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

By Sunnaz Toreihi Digitally signed by Sunnaz Toreihi
Date: 2025.11.07 13:08:09 -05'00'
Sunnaz Toreihi (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E.
Ashton
Date: 2025.11.07 13:08:31 -05'00'
Annika E. Ashton (Date)
Deputy County Attorney

ST
Revocable License Agreement - Perla Rubbin & Sons USA, Inc.
10/22/2025
iManage #1193733

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
PERLA RUBBIN & SONS USA, INC.

LICENSEE

PERLA RUBBIN & SONS USA INC.

By: Clalivas
Authorized Signer

George Lalizas Vice President
Print Name and Title

29 day of October, 2025

Exhibit A
Revocable License Area



CONTROL POINT ASSOCIATES, FL, LLC.
LB #8137

TRADITIONAL METHODS | MODERN APPROACHES
1901 W. CYPRESS CREEK ROAD #501, FORT LAUDERDALE, FLORIDA 33309
PHONE: (954) 763-7611 * EMAIL: DDONAHOE@CPASURVEY.COM

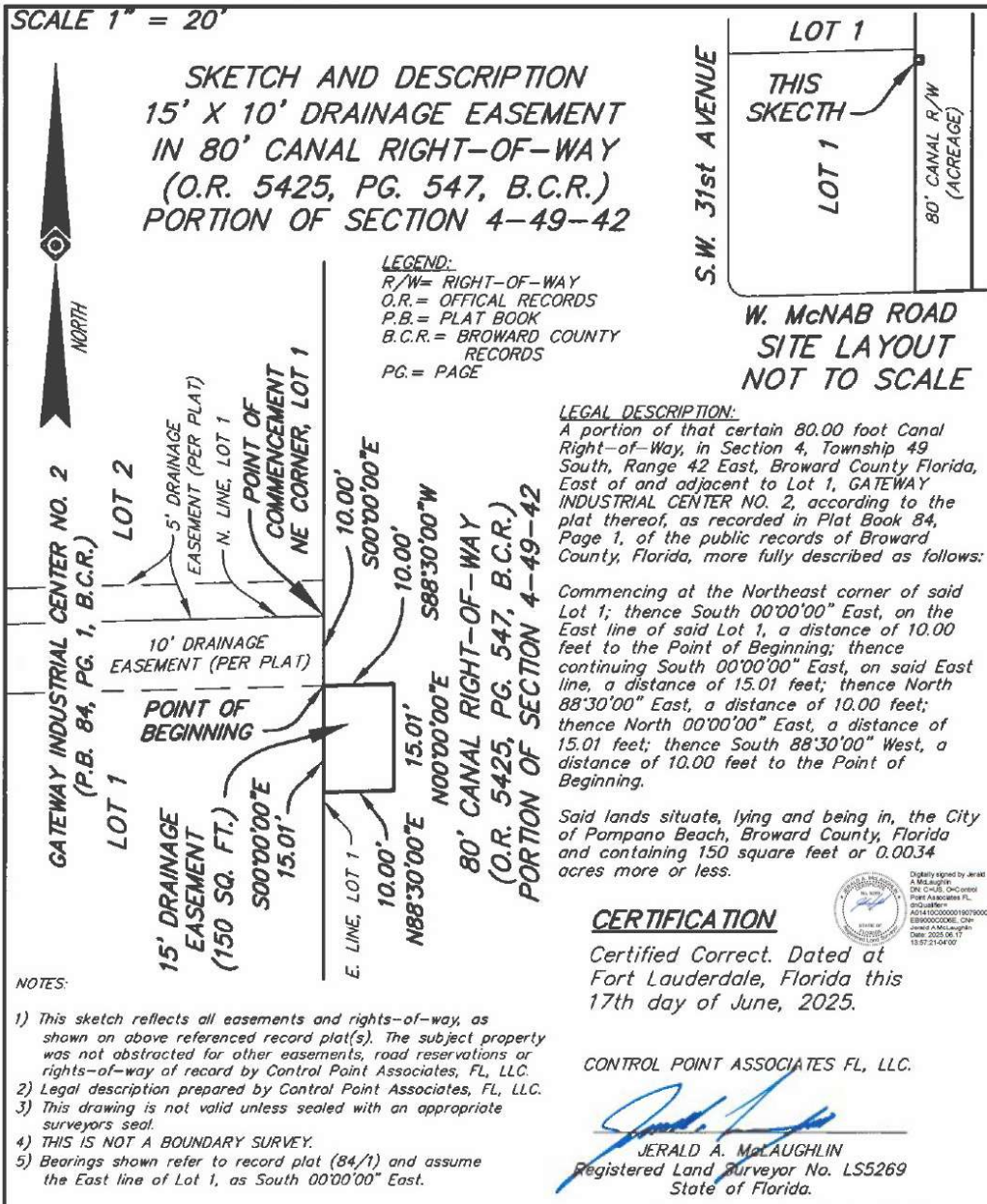
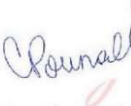


Exhibit B Minimum Insurance Requirements

Project: Revocable License Agreement with Perla Rubbin & Sons USA, Inc
Agency: Real Property and Real Estate Development

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>Note: U.S. Longshorem & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	STATUTORY LIMITS		
<input checked="" type="checkbox"/> EMPLOYERS LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.			Each Claim:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> POLLUTION / ENVIRONMENTAL LIABILITY Required for digging, boring, trenching, or other environmental hazards.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):		Completed Value
			*Maximum Deductible:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2025.10.15 12:42:36 -04'00' <hr/> Risk Management Division		