

STAGING AREA LICENSE AGREEMENT

This License Agreement ("**Agreement**") is entered as of the ____ day of July, 2026 (the "**Effective Date**") by and between City of Lauderhill, located at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313, a municipal corporation of the State of Florida, hereinafter referred to as the "**Owner**", and Florida Power & Light Company, a Florida corporation, with an address at 700 Universe Blvd., Juno Beach, FL 33408, hereinafter referred to as "**Licensee**".

WITNESSETH:

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, Licensee will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of Licensee, its contractors, and other utilities assisting Licensee, and

WHEREAS, the parties acknowledge that the staging area is being made available without charge to Licensee in recognition of the substantial public benefit derived from the efficient and timely restoration of electric services following such events affecting the City of Lauderhill and the surrounding tri-county area, and that the proximity of the staging area to the City of Lauderhill enables Licensee to more rapidly mobilize and deploy resources throughout Broward, Miami-Dade, and Palm Beach Counties, including to address restoration needs within the City of Lauderhill, thereby advancing the health, safety, and welfare of the community and the broader region, and

WHEREAS, the staging areas will be secured by Licensee against theft, vandalism, and site abuse, and temporary lighting will be provided by Licensee and used during darkness, and

WHEREAS, Owner is willing to provide a staging area for as long as reasonably necessary for Licensee to reinstall electric service, and

WHEREAS, Licensee agrees that upon the completion of the Licensee's storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Owner and Licensee (each a "**Party**" and collectively, the "**Parties**"), intending to be legally bound, agree as follows:

1. USE OF STAGING AREA. Subject to the terms and conditions of this Agreement, Owner hereby grants Licensee a non-exclusive, non-assignable right to use and occupy

the Staging Area described in Exhibit “A” on an “as needed” basis for staging and deployment of trucks, employee vehicles, equipment, materials, mobile offices, sanitation facilities, fuel dispensing, tents, eating facilities, and other necessary uses associated with storm restoration operations. Licensee shall provide Owner with not less than three (3) days’ prior written notice before any intended use of the Staging Area.

During any period of use, Licensee shall ensure that an on-site logistics representative, or their designee, is present at the Staging Area at all times to serve as the primary point of contact for Owner regarding site access, coordination, and the mode of transportation utilized on site.

No legal title, leasehold or other interest is granted or conveyed, nor does this Agreement create a landlord-tenant relationship.

2. PUBLIC BENEFIT & RESTORATION CONSIDERATION. The Parties acknowledge and agree that the primary purpose of this Agreement is to facilitate Licensee’s prompt deployment of resources from the Staging Area to restore electrical service throughout the tri-county area following storms and other emergencies. This arrangement does the following: (a) serves the public interest and directly benefits the residents and businesses of the City of Lauderhill by supporting timely restoration efforts; and (b) promotes coordination with Owner during restoration efforts strictly within the limits of Licensee’s operational feasibility, safety requirements, and system-wide protocols.

3. TERM. This Agreement shall be for a term of one (1) year commencing on the Effective Date. The Parties may renew this Agreement for successive one-year periods upon mutual written agreement executed at least ninety (90) days prior to the expiration of the then-current term.

4. RESTORATION OF PROPERTY. Upon completion of its use, Licensee shall at its sole cost restore the Staging Area to at least its original condition, reasonable wear and tear excepted, and promptly remove all equipment, materials, and temporary improvements. If Owner elects to supply water, gas, electricity, or other utilities, Licensee agrees to purchase the same at applicable rates and exercise reasonable diligence in conserving such utilities.

5. SECURITY AND LIGHTING. Licensee shall, at its sole cost and expense, provide continuous 24-hour manned security on the Staging Area for the duration of its use in order to protect against theft, vandalism, and site abuse. Licensee shall also provide temporary lighting on the Staging Area during hours of darkness as necessary to ensure the safety and security of the staging operations.

6. INDEMNIFICATION. Licensee agrees to protect, defend, indemnify and hold Owner, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Owner Entities**") free and harmless from and against any and all third-party claims, liabilities, losses, costs, property damage, personal injury, bodily injury, death, or damages whatsoever, including reasonable attorneys' fees and court costs, resulting from or in connection with Licensee's use of the Staging Area, except to the extent caused by Owner's intentional acts or negligence.

7. COMPLIANCE WITH LAWS. Licensee shall use and occupy the Staging Area in compliance with all federal, state, and local laws, ordinances, rules and regulations, and shall obtain all required permits and approvals.

8. AS IS CONDITION. Licensee acknowledges that the Staging Area is accepted in its "AS IS," "WHERE IS," "WITH ALL FAULTS" condition. Owner makes no representation or warranty as to the condition or suitability of the Property or Staging Area for Licensee's purposes.

9. NO ALTERATIONS. Licensee shall not make permanent alterations to the Staging Area without Owner's prior written consent, which may be granted or withheld in Owner's sole discretion.

10. INSURANCE. FPL is self-insured and maintains a comprehensive property and liability insurance program with deductibles of \$3,000,000.00 per occurrence.

11. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. TERMINATION FOR CONVENIENCE. Upon ninety (90) days written notice to Licensee, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement.

13. NOTICES. All notices shall be in writing and delivered by hand delivery or commercial overnight courier with receipt, to the addresses below, or to such other address as may be specified by written notice:

Owner:
City of Lauderhill
5581 W. Oakland Park Blvd.,
Lauderhill, FL 33313

Licensee:
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, FL 33408

14. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. Each Party submits to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida.

15. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions. It may only be amended by a written instrument executed by both Parties. If any provision is held invalid, the remainder shall remain in effect.

[Signatures on Next Page]

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the Effective Date.

OWNER:

City of Lauderhill

By: _____

Name: Kennie Hobbs Jr.

Title: City Manager

LICENSEE:

Florida Power & Light Company,
a Florida corporation

By: _____

Benjamin Stratton, Vice President
Integrated Supply Chain

EXHIBIT "A"

Description of Staging Area

As an attachment to the Staging Area Agreement between made and entered into as of the ____ day of July, 2026 by and between City of Lauderhill, a municipal corporation of the State of Florida ("**Owner**") and Florida Power & Light Company, a Florida corporation ("**Licensee**").

An area described on this date as Lauderhill Performing Arts Center Parking lot, located at 1010 N. State Road 7, Lauderhill, FL 33313

