

DOCUMENT ROUTING FORM

① ✓ 3/3/14 (L)

NAME OF DOCUMENT: FIRST AMENDMENT TO SETTLEMENT AND REMEDIATION AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND FORT LAUDERDALE COUNTRY CLUB

Approved Comm. Mtg. on February 4, 2014 CAM #14-0100

ITEM: M - 12

1.) Approved as to Content: Hardeep Anand
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ 375,000.00 Funding Source: P11877.454

Dept./Div. PBS/ENG Index/Sub-object 6599 Project # P11877 *JMA*

3.) City Attorney's Office: Approved as to Form:# _____ Originals to City Mgr. By: _____
DJ Williams-Persad M

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

- 5.) City Manager: Please sign as indicated and forward originals to Mayor.
- 6.) Mayor: Please sign as indicated and forward originals to Clerk.
- 7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward a copy of the document to: Hardeep Anand CC: Rafaela 2/25/14

Original Route form to Glynis Burney

2014 FEB 21 PM 4: 06

CITY CLERK

2/24

FIRST AMENDMENT TO SETTLEMENT AND REMEDIATION AGREEMENT

This First Amendment to the Settlement and Remediation Agreement (the "Agreement"), made and entered into as of this 24th day of February 2014 ("Effective Date"), by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY" or "City"), and **Fort Lauderdale Country Club, Inc.**, a Florida not-for-profit corporation ("FLCC") (the City and FLCC may each be referred to as a "Party" and shall collectively be referred to as the "Parties").

WHEREAS, FLCC and City entered into a Settlement and Remediation Agreement dated June 19, 2013 to address remediation activities on the Subject Property; and

WHEREAS, after further discussions with City staff, FLCC prepared and Broward County approved an addendum to the Remedial Action Plan ("RAP") for the Subject Property which is attached hereto as **Exhibit 1**; and

WHEREAS, in order to accelerate and enhance remediation of the environmental conditions for the continued protection of the groundwater, CITY desires to enter into this First Amendment to the Settlement and Remediation Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set out below, the parties agree as follows:

1. Section 1 of the Settlement and Remediation Agreement is hereby amended as follows:

1. Remediation: The Parties agree to jointly fund the implementation of the Broward County approved Remedial Action Plan for the Subject Property.
 - A. The Parties agree to accept a cost estimate of ~~\$800,000~~ \$500,000 for the RAP Implementation Costs which shall include all costs associated with the implementation of the approved RAP, including but not limited to: engineering fees, environmental consulting fees, project management, labor and equipment, excavation services, demolition and restoration construction services and materials, permitting fees, inspection fees, soil disposal, transportation, fuel, electrical contractor, plumbing contractor, environmental sampling and analysis, and other professional and governmental fees and costs related to implementation of the RAP and achieving conditional closure for the Subject Property (hereafter "RAP Implementation Costs"). All significant changes or amendments to the RAP that result in an increase or decrease in estimated implementation costs of

\$100,000 or more shall be incorporated into an amendment to this Agreement to be executed by both Parties. All minor changes to the RAP resulting in an increase or decrease in estimated implementation costs of less than \$100,000 shall not require an amendment to this Agreement and may be approved by the City Manager as provided in Section 1.1.C.1 below.

B. The Parties shall each be responsible for 50% of the RAP Implementation Costs and each agrees to fund such costs in accordance with the terms and conditions contained herein.

C. FLCC shall engage, through a competitive process, and directly oversee, a remediation contractor(s) with proper licensing (hereinafter "Contractor"), which Contractor shall be approved in advance by the City through its City Manager. The City approval of the Contractor shall not be unreasonably withheld, conditioned or delayed.

1. Through this Agreement, the City has consented to the amended RAP approved by Broward County and the activities to be conducted thereunder. FLCC shall be responsible for the implementation of the remediation substantially in accordance with the approved RAP as may be amended upon the advance written approval of the Parties and Broward County. The City, acting by and through the City Manager, shall review and approve, prior to submittal to Broward County, if applicable, all amendments or revisions to the RAP and implementation, which approval shall not be unreasonably withheld, conditioned or delayed.

2. FLCC shall submit to the City Manager a proposed project schedule at least fourteen (14) calendar days prior to Contractor commencing implementation work. The schedule submittal shall be subject to review and comment by the City Manager. Subsequent to such review of said schedule, the accepted schedule will serve as the baseline schedule for the Project. An updated schedule, which will track the Project against the baseline schedule, will be submitted with each funding draw request. The City Manager will not approve a draw request without submittal of an updated schedule.

3. FLCC shall submit reasonably detailed invoices to the City Manager for all RAP Implementation Costs (each an "Invoice"), along with reasonable substantiating documentation, as requested by the City Manager. Provided the work described in the Invoice has been performed, the City shall pay to FLCC an amount equal to fifty percent (50%) of

each Invoice submitted ("City's Funding Portion") within fourteen (14) days of FLCC's submittal of an Invoice. If the City disputes any Invoice, it shall advise the FLCC in writing no later than fourteen (14) days after receipt of such Invoice and provide such information as reasonably requested by FLCC relating to the dispute. The Parties agree to thereafter promptly meet in good faith to resolve any such dispute, provided that, pending resolution, the Parties shall continue funding the undisputed amount. FLCC shall substantiate its expenditures of the FLCC contribution for the RAP.

D. In addition to the City's Funding Portion, upon FLCC's delivery of an Invoice to the City Manager, the City shall also fund to FLCC in accordance with Section 1(C)(3) hereof, the remaining 50% balance of each Invoice, such amount representing FLCC's one-half (1/2) portion of such Invoice ("FLCC's Funding Portion"), up to a maximum of ~~\$200,000~~ \$125,000. FLCC agrees to repay the City for the FLCC's Funding Portion which has been funded by the City at the rate of ~~\$40,000~~ \$25,000 per year for 5 years (to the extent such amounts have actually been funded by the City), at an interest rate of 0%, with the first payment due twelve (12) months from the date of this Agreement, as more particularly set forth in the promissory note to be executed by FLCC upon execution of this Agreement and prior to any disbursements and which shall be in substantially the form as set forth in **Exhibit 3** ("Promissory Note").

E. The Parties agree to cooperate in controlling the RAP Implementation Costs, and to avoid costs overruns, to the extent reasonable and feasible. In the event the RAP Implementation Costs exceed the remediation cost estimate of ~~\$800,000~~ \$500,000 ("RAP Costs Overruns"), the Parties agree that each Party shall be responsible for 50% of the RAP Costs Overruns. The Parties shall jointly fund any additional RAP Costs Overruns in accordance with the mechanisms described in Section 1(C)(3) and 1(D) hereof. The City further agrees to fund FLCC's 50% portion of any RAP Costs Overruns in accordance with the terms set forth in Section 1(D) hereof and such additional funds advanced by the City toward FLCC's 50% portion of the RAP Costs Overruns shall be added to the outstanding principal balance of the Promissory Note attached as **Exhibit 3**. The Parties agree to cooperate with one another to amend the Promissory Note, if necessary, to reflect any additional advances made by the City which are attributable toward FLCC's 50% portion of the RAP Costs Overruns and the repayment of such advances shall be consistent with the repayment terms set forth in Section 1(D) hereof.

2. Exhibit 2 of the Settlement and Remediation Agreement is hereby amended to incorporate the Addendum and Supplemental information as attached hereto as Exhibit 1.

3. Exhibit 3 of the Settlement and Remediation Agreement is hereby deleted and replaced with Exhibit 3 attached hereto.

4. All other terms and provisions of the original Settlement and Remediation Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Fort Lauderdale through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 4th day of February, 2014; and FLCC through its officer authorized to execute this Agreement.

Safes Al
Witness

Safes Al
Print Name

Miranda Scott
Witness

MIRANDA SCOTT
Print Name

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE, a
municipal corporation

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manger

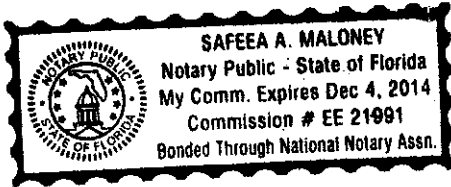
Approved as to form:

By: [Signature]
Assistant City Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of February, 2014 by JOHN P. "JACK" SEILER, Mayor of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are () personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)

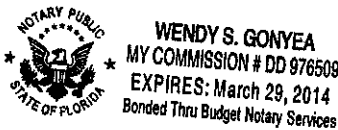


Safeea Ali Maloney
Notary Public, State of Florida
Print Name: Safeea Ali Maloney
Commission No.: EE 21991
My Commission Expires: 12/4/14

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 18th day of February, 2014 by LEE FELDMAN, City Manager of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are () personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)



Wendy S. Gonyea
Notary Public, State of Florida
Print Name: WENDY S. GONYEA
Commission No.: DD 976509
My Commission Expires: 3/29/14

[Signature]
Witness

MILWAEL O'BAIRD
Print Name

Caroline Frank
Witness

Caroline Frank
Print Name

Wayne Hoese
Witness

Wayne Hoese
Print Name

Cheryl Favrot
Witness

CHERYL FAVROT
Print Name

Fort Lauderdale County Club Inc., a Florida not for profit corporation

By: [Signature]
Jean Smith, President
15th day of FEB, 2014

By: [Signature]
Joseph Angella, Secretary
15th day of FEB, 2014

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of February, 2014 by Jean Smith as President of Fort Lauderdale County Club, a Florida not-for-profit corporation, on behalf of the corporation. He/she/they is/are personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)

 **JANICE A. ANDERSON**
MY COMMISSION # DD 957670
EXPIRES: March 16, 2014
Bonded Thru Budget Notary Services

Janice A. Anderson
Notary Public, State of Florida
Print Name: Janice A. Anderson
Commission No.: DD957670

My Commission Expires: *March 16, 2014*

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1ST day of February, 2014 by Jean Smith as President and Joseph Angella as Secretary of Fort Lauderdale County Club, a Florida not-for-profit corporation, on behalf of the corporation. He/she/they is/are () personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)



JANICE A. ANDERSON
MY COMMISSION # DD 957670
EXPIRES: March 16, 2014
Bonded Thru Budget Notary Services

Janice A. Anderson
Notary Public, State of Florida
Print Name: *Janice A. Anderson*
Commission No.: *DD957670*
My Commission Expires: *March 16, 2014*

FTLDOCS 6054852 10

EXHIBIT 1

REMEDIAL ACTION PLAN ADDENDUM II (RAPA II)



December 10, 2013

Mr. David Van Landingham
Broward County Environmental Protection and Growth Management Department
Pollution Prevention, Remediation, & Air Quality Division
One University Drive, Suite 203
Plantation, FL 33324

RE: Remedial Action Plan Addendum II
EPAC Project #: 2077167
EAR #: 0871
Fort Lauderdale Country Club, Maintenance Facility Site
415 E. Country Club Circle
Plantation, FL 33317

Principals representing the City of Ft. Lauderdale and Ft. Lauderdale Country Club recently met to discuss the details of the current Approved Remedial Action Plan (RAP). The parties discussed and agreed to again request a second modification of the approved RAP with the following changes:

The original approved remedial action plan specifies the contaminated soil located on the City of Ft. Lauderdale owned portion of the contaminated areas, with levels between 2.1 and 12 mg/kg, were to be removed and replaced with clean soil. The contaminated soils on the Ft. Lauderdale Country Club owned section of the maintenance facility were to be removed only over 12 mg/kg. An amendment to the approved RAP was approved on June 28, 2013.

The City of Ft. Lauderdale and the Country Club have now agreed to request a more consistent remediation strategy. As such, the parties request to follow the industrial 12 mg/kg soil standard for all properties at the maintenance facility. The parties request the following summary of changes from the amended approved RAP as set forth below.

All of the changes or additions to the Amended Approved RAP are stated numerically as follows:

- 1) Contaminated soil with arsenic levels above 12 mg/kg will be excavated from both the City of Ft. Lauderdale and the Ft. Lauderdale Country Club owned parcels, at the maintenance facility, and all excavated soil above 12 mg/kg will be transported off site for disposal at a secure landfill.
- 2) There will be no material stockpiled to create berms along the southern perimeter of the FLCC property.

- 3) Recycled Lime sludge will not be used as fill material after excavation.
- 4) Prior to excavation, deep monitoring wells, with depths over 15 feet will be abandoned in place using abandonment procedures approved by the South Florida Water Management District. All other wells within the excavation zones including the deep wells will be replaced with like wells once site restoration is completed.
- 5) Sheet pile steel will no longer be utilized around each of the existing buildings. A safety perimeter utilizing best management procedures will be maintained around each building during excavation activities. EPAC will excavate down to only 4 feet adjacent to the building in a sloped fashion, away from the building's edge. Upon the completion of the soil remediation, EPAC will install an impervious liner called Permalon, followed by a concrete apron as a final cover around the base of each existing building.
- 6) During the excavation process, soil screening will be performed to determine the condition of the remaining soil arsenic content. Each soil sample will be screened with a field test kit, at an interval of 5 feet horizontally and in increments of 5 feet vertically. Screening results will be recorded according to depth and location and if *deemed acceptable* will be verified through laboratory analysis for final reporting to the Department.
- 7) Fill material will be provided as three distinct types, all of which are obtained from certified sources. The areas excavated past the water table will be filled with lime sand. The rationale being that the higher ph of the lime sand will bind the dissolved arsenic and pull it out of solution. Once the excavation is out of the water zone, the fill will be a mix of silica sand and rock, filled up to within 8 inches of grade. The soil will be compacted in lifts of six inches. This material will then be covered with 6 inches of compacted lime rock and eventually covered with 1 and ½ " of asphalt cover.

All other components of the approved Remedial Action Plan are to remain as approved.

If you have any comments as to the content please advise and we can discuss.



Beda C. Dondi, P.G.
Director of Environmental Services
Inc.

Joseph Ziegler, P.E.
Engineering Environmental Solutions,

Cc: Michael O'Brien, FLCC
Todd Hiteshew, City of Ft. Lauderdale
Stephen Tilbrook, Shutts and Bowen
DJ Williams-Persad, City of Fort Lauderdale

EPAC Environmental Services, Inc.
F/K/A Environmental Property Assessment, Inc.
1001 S. W. 46th Avenue | Pompano Beach, Florida 33069
Broward (954) 974-7055 | Fax (954) 974-0776
Statewide 1-800-375-2965

Glynis Burney

From: Beda Dondi <bdondi@epacinc.com>
Sent: Tuesday, December 24, 2013 9:44 AM
To: Vanlandingham, David; 'Jziegler'
Cc: Michael O'Brien (michaelo@fortlauderdalecc.com); Todd Hiteshew; Stephen K. Tilbrook; DJ Williams-Persad; Owens, Michael; Brannon, Meredith; Veronica Pickett
Subject: RE: Fort Lauderdale Country Club, Maintenance Facility Site, 415 E Country Club Circle
Attachments: Figure5_Soil_8Ft (Black 1 20 12).pdf; Figure2_Soil_2Ft (Black 1 20 12).pdf; Figure3_Soil_4Ft (Black 1 20 12).pdf; Figure4_Soil_6Ft (Black 1 20 12).pdf

David, the following responses are offered regarding your December 13, 2013 email, below. Please let me know this resolves the potential issues and I will respond immediately.

Beda



Beda C. Dondi, P.G.
bdondi@epacinc.com
(954) 974 7055

From: Vanlandingham, David [<mailto:DVANLANDINGHAM@broward.org>]
Sent: Friday, December 13, 2013 9:38 AM
To: Beda Dondi; 'Jziegler'
Cc: Michael O'Brien (michaelo@fortlauderdalecc.com); Todd Hiteshew; Stephen K. Tilbrook; DJ Williams (djwilliams-persad@fortlauderdale.gov) (djwilliams-persad@fortlauderdale.gov); Owens, Michael; Brannon, Meredith
Subject: Fort Lauderdale Country Club, Maintenance Facility Site, 415 E Country Club Circle
Importance: High

Beda and Joe,

I just received the Remedial Action Plan Addendum II (Modification) for the Fort Lauderdale Country Club Maintenance Facility. In an effort to quickly resolve any issues and expedite review, I am reaching out to you to request the following pieces of additional information that I need to issue approval:

- 1) I need a new estimate of the volume or tonnage of contaminated soils that are now to be removed from the site. Based on a revised 12 mg/kg standard, new maps of the contaminated soil areas indicates a total soil quantity of 1905 cubic yards of soil to be removed. Please understand that this figure will likely be higher as the exact extent of contamination will prove itself during the excavation process.
- 2) I need a figure that shows me the new estimated boundaries of excavation based upon assessment data, drawn to scale and showing site features. See Attached figures 2, 3, 4 and 5.
- 3) While I have no objection to a field screening methodology (item 6 of the Modification) to determine arsenic sampling locations, there should still be a specified minimum discrete sampling protocol for confirmatory sampling. Please provide a paragraph to expound upon this methodology, addressing the minimum number of

discrete samples to be collected, the sampling depths (we would expect this to include 0 to 6 inch surface sampling in keeping with 62-780, F.A.C.), and the maximum distance between each discrete sampling point. While field screening is a useful tool, there should be enough data at the end of the day to not only correlate the effectiveness of the field screening, but also to demonstrate in a technically defensible manner that remaining soils do, in fact, meet the 12mg/kg threshold. Field screening will be used only as a precursor to normal laboratory analysis. Discreet soil samples will be taken post excavation at the excavation wall and if clean, perimeter sampling will be conducted outside the excavation area. The sampling protocol will consist of the following:

- 1) Samples will be taken vertically in two foot increments and horizontally at 10 ft. intervals along the excavation wall. The samples will proceed from 2 ft to the maximum 8 ft depth.
- 2) Sampling outside the excavation, will be 5 ft. from the excavation edge and also every 10 ft. along the perimeter of the excavation. The first sample will commence from the surface down 6 inches and then from there on at 2 foot intervals down to 8 feet. Any analysis exhibiting elevated levels will be followed by additional excavation and the complimentary confirmation sampling.
- 4) Please provide a fugitive dust mitigation protocol.

Based on the lithology observed, which was a coarse grain well sorted sand, we do not expect an appreciable issue of dust emissions. However, during the excavation process, the site supervisor will provide dust suppression using a fine water mist from a garden hose and the facility water supply system. If this should prove inadequate, the process will be upgraded to a misting system using perforated PVC along the excavation boundary.

You can provide these items to me via email if you like, and I will treat it as supplemental information to the Modification you've submitted.

Thank you,

David



David Vanlandingham, P.E., Engineer IV
Pollution Prevention, Remediation and Air Quality Division (PPRAQD)
1 North University Drive, Ste. 203
Plantation, Florida 33324
Office: 954-519-1478
www.broward.org

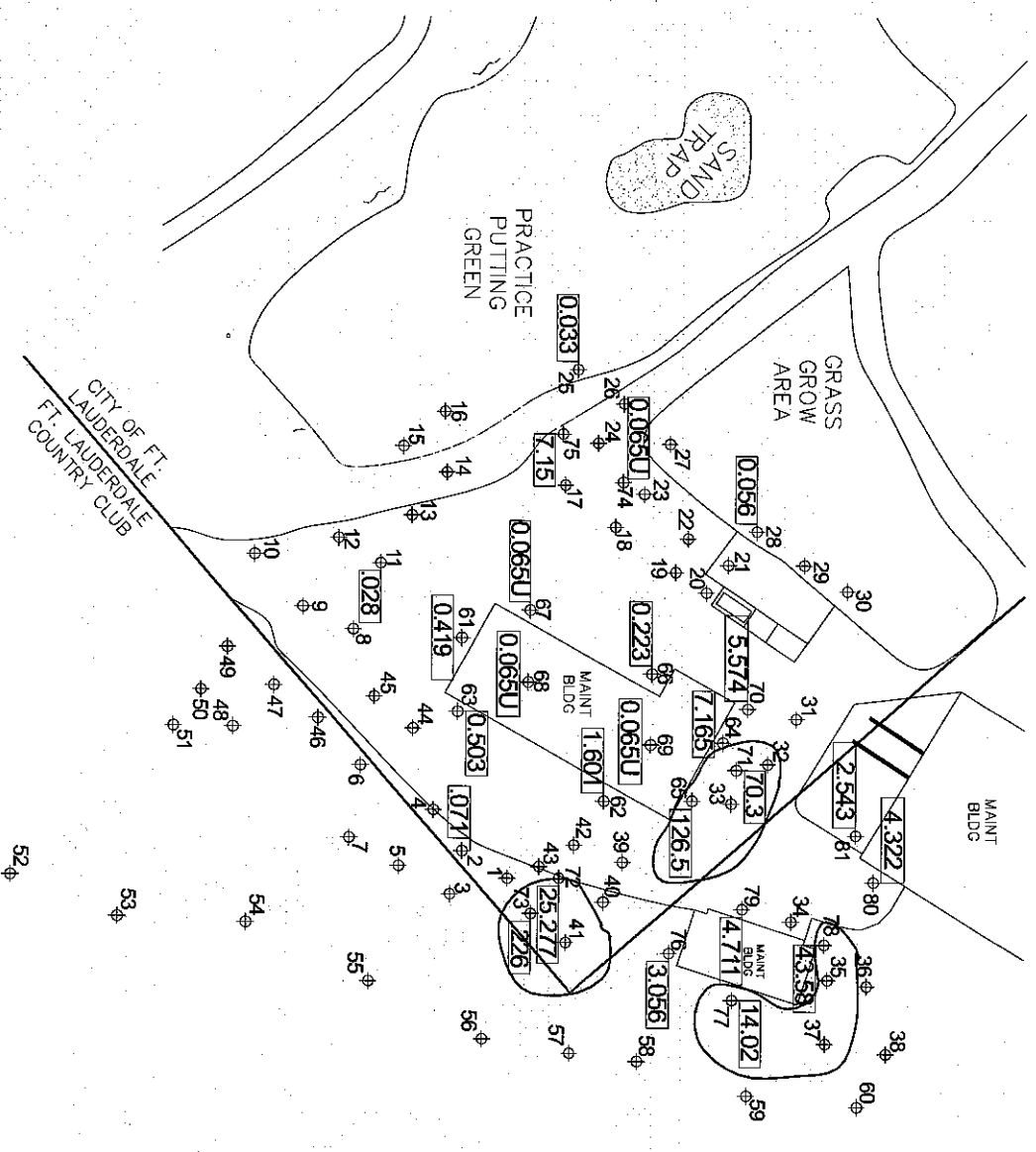
The Pollution Prevention, Remediation and Air Quality Division values your feedback as a customer. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the PPRAQ Customer Survey](#). Thank you.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message

to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

FIGURE 5
ARSENIC CONTAMINANT SOIL BORING LOCATIONS / RESULTS: 8- FEET
FORT LAUDERDALE COUNTRY CLUB/CITY OF FORT LAUDERDALE
415 E. COUNTRY CLUB CIRCLE/5050 W BROWARD BLVD
PLATATION, BROWARD COUNTY, FLORIDA 33317

EPAC Project #: 2077167
Drawn By: VP
Date: 10-10-11
Addendum: 01-27-12

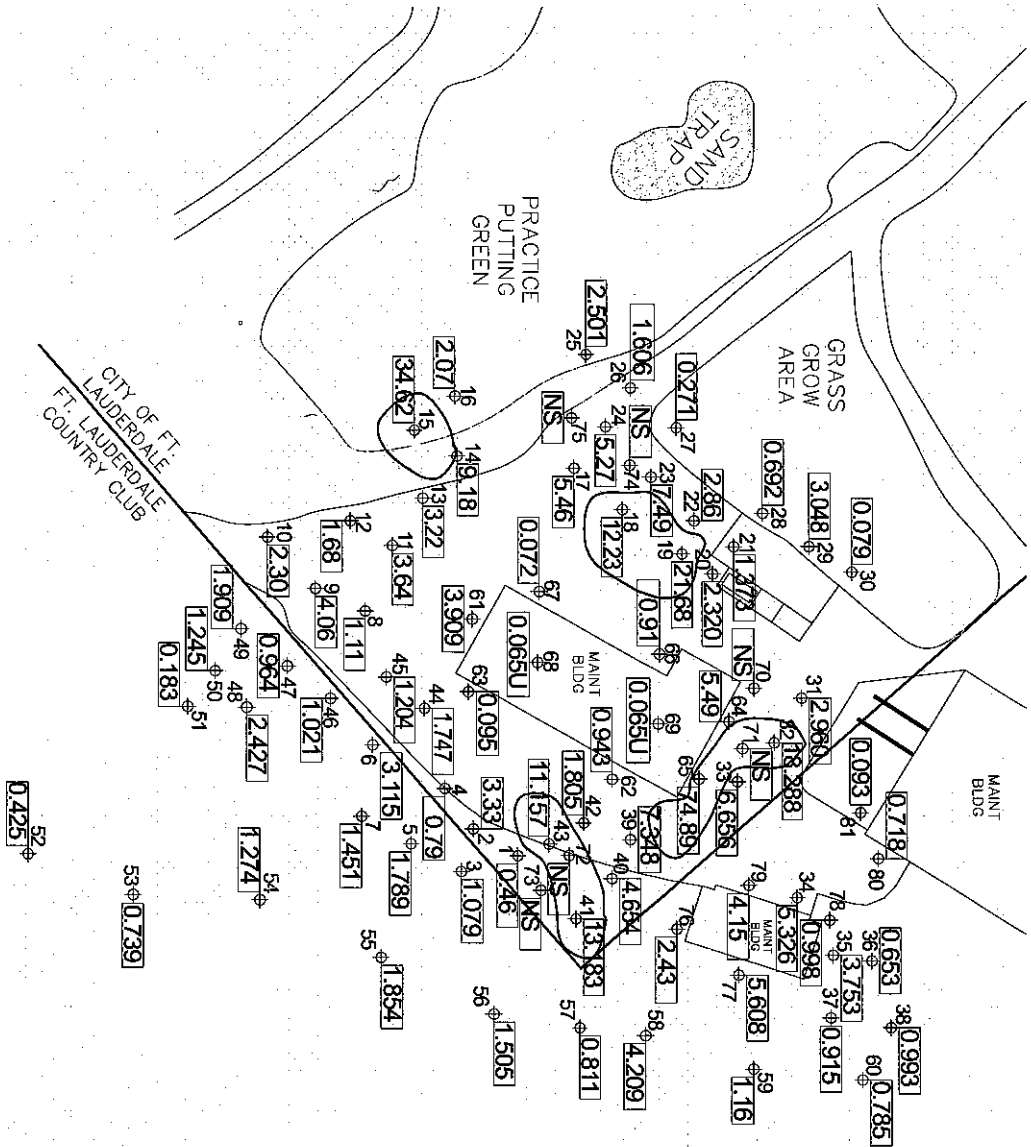


LEGEND
 ⊕ SOIL BORING
 JUN 8, 2011 SB-1 THROUGH SB-24
 JUN 10, 2011 SB-25 THROUGH SB-60
 AUG 9, 2011 SB-61 THROUGH SB-81

SCLT for Arsenic: 2.1mg/kg -12 mg/kg
 MADC for As in GWC: 0.010 mg/L

SCALE: 1"=50'-0"

FIGURE 2
ARSENIC CONTAMINANT SOIL BORING LOCATIONS / RESULTS: 2-FEET
FORT LAUDERDALE COUNTRY CLUB/CITY OF FORT LAUDERDALE
415 E. COUNTRY CLUB CIRCLE/500 W. BROWARD BLVD
PLAINTIFF, BROWARD COUNTY, FLORIDA 33317



0.425

LEGEND

⊕ **SOIL BORING**

JUNE 8, 2011 SB-1 THROUGH SB-24
JUNE 10, 2011 SB-25 THROUGH SB-60
AUG 9, 2011 SB-61 THROUGH SB-81

SCTL for Arsenic: 2.1 mg/kg - 12 mg/kg
MADC for As in GW: 0.010 mg/L
SCALE: 1"=50'-0"

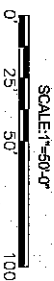
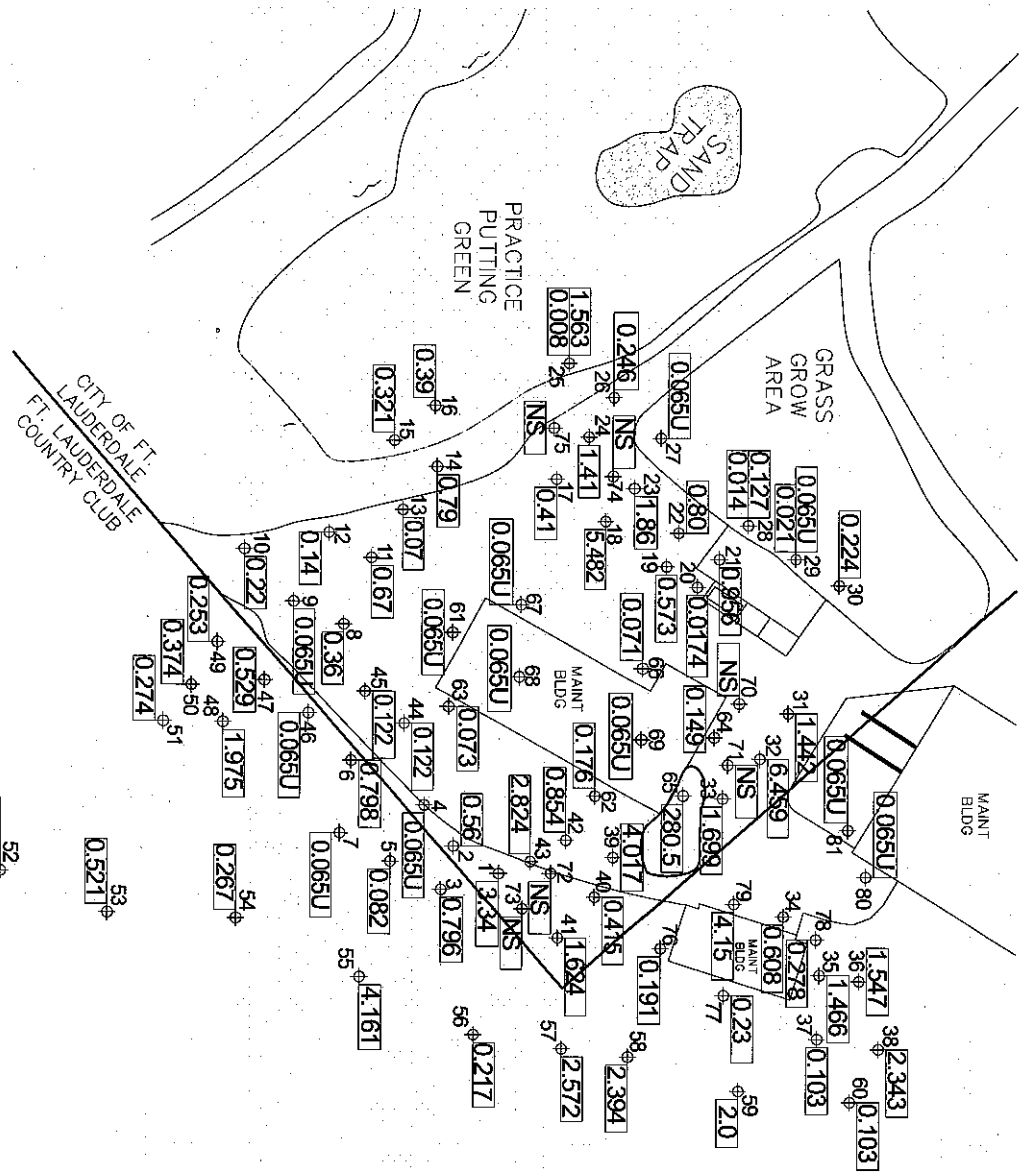
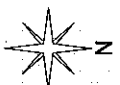


FIGURE 3
ARSENIC CONTAMINANT SOIL BORING LOCATIONS / RESULTS: 4FEET
FORT LAUDERDALE COUNTRY CLUB/CITY OF FORT LAUDERDALE
415 E. COUNTRY CLUB CIR/LE5050 W BROWARD BLVD
PLANTATION, BROWARD COUNTY, FLORIDA 33317

EPAC Project #: 2077167
Drawn By: VP
Date: 10-10-11
Addendum: 01-Z7-12



LEGEND
 ⊕ SOIL BORING
 JUNE 8, 2011 SB-1 THROUGH SB-24
 JUNE 10, 2011 SB-25 THROUGH SB-60
 AUG 9, 2011 SB-61 THROUGH SB-81

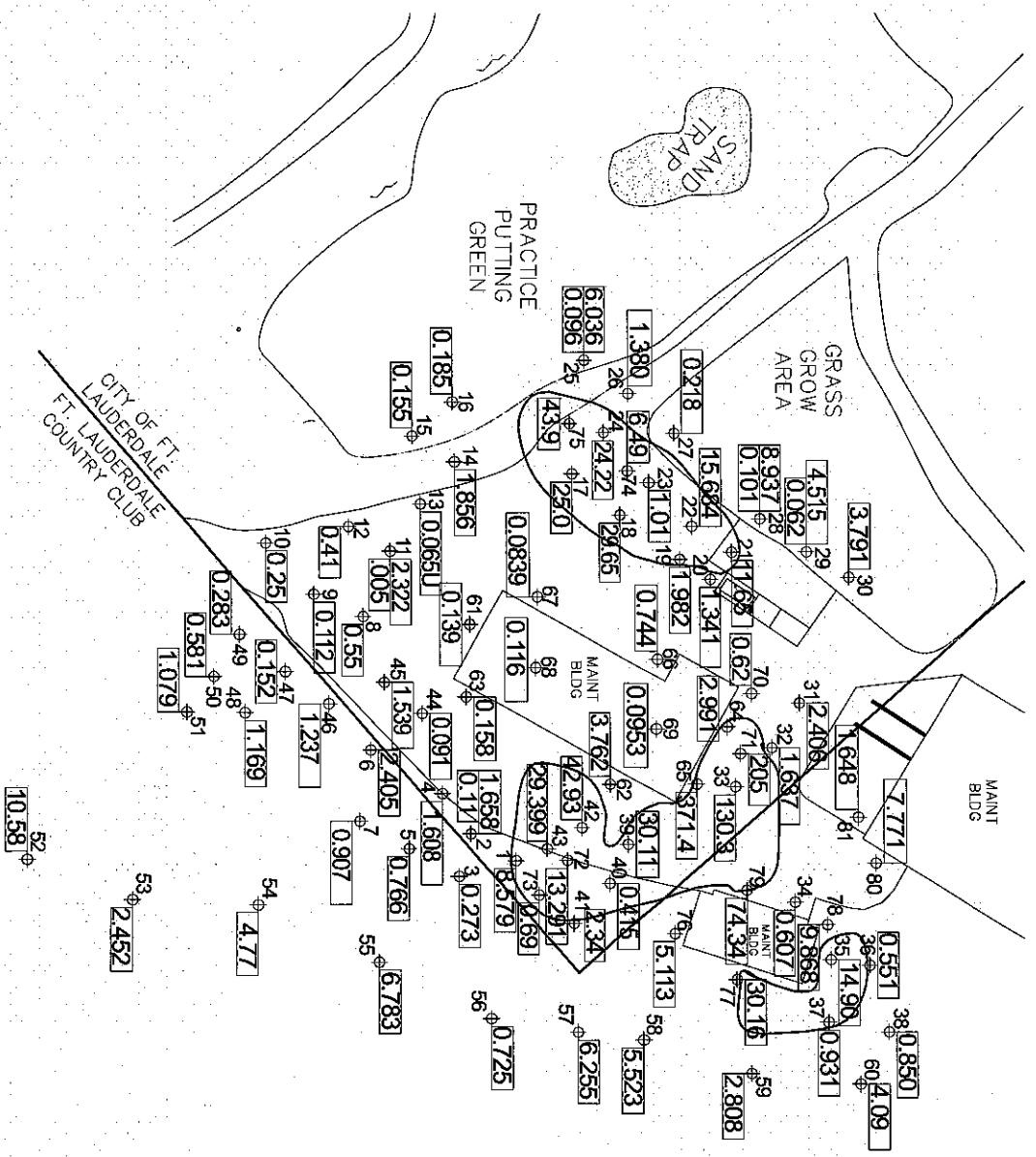
SCTL for Arsenic: 2.1mg/kg -12 mg/kg
 NADC for As in GW: 0.010 mg/L

SCALE: 1"=50'-0"

0' 25' 50' 100'

FIGURE 4
ARSENIC CONTAMINANT SOIL BORING LOCATIONS / RESULTS: 6- FEET
FORT LAUDERDALE COUNTRY CLUB/CITY OF FORT LAUDERDALE
415 E. COUNTRY CLUB CIR/CL 6950 W BROWARD BLVD
FLATLATION, BROWARD COUNTY, FLORIDA 33317

EPAC Project #: 2077167
Drawn By: VP
Date: 10-10-11
Aduendum: 01-27-12



LEGEND
 ⊕ SOIL BORING
 JUNE 8, 2011 SB-1 THROUGH SB-24
 JUNE 10, 2011 SB-25 THROUGH SB-60
 AUG 9, 2011 SB-61 THROUGH SB-81

SCIL for Arsenic: 2 mg/kg ± 2 mg/kg
 MDCL for As in GW: 0.070 mg/L

SCALE: 1"=50'-0"

EXHIBIT 3

PROMISSORY NOTE

(Fort Lauderdale Country Club, Inc./City of Fort Lauderdale)

\$125,000.00

As of _____, 2014
Fort Lauderdale, Florida

FOR VALUE RECEIVED, the undersigned promises to pay to the order of CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("Lender") at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place as may be designated by the holder hereof, the principal sum of One Hundred and Twenty Five Thousand and 00/100 Dollars (\$125,000.00), or so much thereof as may have been advanced by Lender, without interest.

The entire principal balance of this Note then unpaid shall be due and payable in full on the fifth (5th) anniversary of the date of this Note ("Maturity Date").

The undersigned is executing this Note pursuant to the terms and conditions of that certain Settlement Agreement of even date herewith executed by the undersigned and Lender ("Settlement Agreement"). Subject to the restrictions and limitations set forth herein and in the Settlement Agreement, the total amount of indebtedness hereunder may increase or decrease from time to time.

Provided Lender has advance to the undersigned an amount equal to or great than the "Annual Payment" (as hereinafter defined), during the term hereof, the undersigned shall pay installments of principal, only, in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per annum (each an "Annual Payment"), commencing on the first anniversary of the date this Note, with subsequent installments due on the same day each and every calendar year thereafter, until the Maturity Date. The outstanding principal balance may be prepaid, in whole or in part, at any time without penalty.

This Note will be considered in default when any payment required to be made hereunder shall not have been made within fifteen (15) days after the undersigned's receipt of written notice from Lender that a payment has not been made on the due date.

In the event of default not cured within the applicable notice and cure period, Lender may, at its option, declare the entire unpaid principal balance of this Note immediately due and payable without notice or demand.

The undersigned hereby waives demand, notice of non-payment and protest and agrees that if this Note goes into default and is placed in the hands of an attorney for enforcement of the undersigned's obligations hereunder, and if the Lender shall prevail in an enforcement action, the undersigned shall pay reasonable attorneys' fees and all other costs and expenses incurred in making such enforcement, including but not limited to reasonable attorneys' fees and costs on appeal of any judgment or order.

This Note shall be construed and enforced in accordance with the laws of the State of Florida.

FORT LAUDERDALE COUNTRY CLUB,
INC., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

Address: 415 Country Club Circle
Plantation, Florida 33317

By: _____

Name: _____

Title: _____

Address: 415 Country Club Circle
Plantation, Florida 33317