

## ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Agreement”) is entered into this 28 day of Dec., 2022 by and between:

**TRR BAHIA MAR MARINA VILLAGE LLC**, a Florida limited liability company, whose principal address is 1175 N.E. 125<sup>th</sup> Street, Suite 102, North Miami, FL 33161 (“TRR”)

and

**RAHN BAHIA MAR L.L.C.**, a Delaware limited liability company, whose principal address is 1175 N.E. 125<sup>th</sup> Street, Suite 102, North Miami, FL 33161 (“RAHN”)

and

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter “CITY”)

## RECITALS

WHEREAS, the CITY and RAHN are Parties to a Master Lease Agreement last signed April 13, 2022, as same may be amended and/or replaced from time to time (“Lease”), whereby RAHN leases the Premises as described in the Lease (“Premises”); and

WHEREAS, Rahn and TRR have entered into the Marina Village Sublease (“Sublease”) with respect to a portion of the Premises described on **Exhibit A** (“Subleased Premises”); and

WHEREAS, the CITY, RAHN, and TRR (collectively “Grantors”) desire to grant the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) a right-of-way easement substantially in the form of **Exhibit B** (“Easement”) on a portion of the Subleased Premises as reflected on **Exhibit C** (“Easement Area”); and

WHEREAS, pursuant to the terms of the Amendment Number Eighteen (18) to District Four (4) State of Florida Department of Transportation Landscape Inclusive Maintenance Memorandum of Agreement for State Road A-1-A solely as it relates to the Easement Area (“Amended MMOA”), Grantors shall have the right to utilize the Easement Area to install and/or maintain improvements within the Easement Area (“Improvements”) as set forth in the Amended MMOA; and

WHEREAS, the Amended MMOA with the exhibits thereto are hereby attached and incorporated herein as **Exhibit D**; and

WHEREAS, as a condition to the CITY executing the Easement and Amended MMOA, RAHN and TRR agree to perform the CITY's responsibilities for installation and maintenance of the Improvements pursuant to the Amended MMOA if and when required by the FDOT and protect and indemnify the CITY with respect to performing such obligations of the City; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, RAHN and the CITY hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.

2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise. Terms not otherwise defined herein shall have the meaning set forth in the Amended MMOA.

*CITY Manager* means the CITY's Chief Executive Officer, its CITY Manager, or his or her designee.

*CITY Engineer* means the CITY Engineer, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CITY Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

*Day(s).* In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Easement* shall mean an easement from the Grantors to FDOT, which Easement is substantially in the form of **Exhibit B**.

*Easement Area* shall mean the property described on **Exhibit C**.

*Effective Date* means the effective date of this Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for TRR, RAHN and the CITY and (ii) the Amended MMOA is executed by the FDOT and the CITY.

*Grantors* shall mean the City, RAHN, and TRR as their interests may appear.

*Lessee Parties* shall mean RAHN, its successors and assigns, as lessee of the Master Lease and TRR, its successors and assigns, as lessee of the Sublease.

*Party* shall mean the CITY, RAHN and TRR and *Parties* are collectively the CITY, RAHN, and TRR.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

**3. TRR Obligations.**

(a) TRR shall perform the installation and maintenance of the Improvements as forth in the Amended MMOA.

(b) TRR agrees to promptly provide the CITY with copies of any written notices received by TRR from the FDOT with regard to the Easement and/or Amended MMOA, including notices of any breach of any of the Grantors' obligations under the Easement and/or Amended MMOA and/or relating to a written request by the FDOT to perform any installation or maintenance obligations with respect to the Improvements as contemplated by the Amended MMOA.

**4. CITY Obligations.** The CITY agrees as follows:

(a) The CITY shall promptly notify TRR and provide RAHN and TRR with copies of all notices or other documentation received by the CITY from the FDOT in connection with the Easement and/or Amended MMOA.

(b) The CITY agrees that if the FDOT requests action or inaction be taken to comply with the Amended MMOA, the CITY consents to TRR taking such action or inaction pursuant to the Amended MMOA and such action or inaction shall not violate any governmental approval of the CITY with respect to the Premises. Additionally, to the extent that TRR is not permitted to perform the installation and/or maintenance required pursuant to the Amended MMOA or otherwise perform under the Amended MMOA, then the CITY agrees that it shall, at the request of RAHN, perform such work on behalf of TRR, provided that TRR or RAHN, at the CITY's election, shall pay all reasonable costs and expenses in connection with performing such acts.

(c) The CITY hereby grants to TRR all rights of the CITY under the Amended MMOA to perform its obligations under the Amended MMOA.

(d) The CITY agrees that it shall not amend or terminate the Easement or Amended MMOA without the prior written consent of Rahn and TRR if same would adversely affect RAHN's or TRR's rights or obligations under this Agreement.

**5. Indemnification and Hold Harmless.**

TRR or RAHN shall protect, defend, indemnify, and hold harmless the CITY, its officials, officers, employees, volunteers, and agents from and against any and all claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of TRR or RAHN, or the material breach or default by TRR or RAHN of any covenant or provision of TRR or RAHN under this Agreement, provided however that TRR or RAHN shall not protect, defend, indemnify or hold harmless the CITY, its officials, officers, employees, volunteers, and agents for: (a) any occurrence arising out of or resulting from the wrongful acts or negligence of the CITY, or their respective officials, officers, volunteers, agents and employees; or (b) any liability arising from any breach of CITY's covenants or obligations under this Agreement that materially prejudices either of RAHN or TRR in relating to the claim at issue and for which indemnification is sought and (c) any liability to the CITY shall be limited to actual compensatory damages and not punitive or consequential damages. However, these exceptions shall not be deemed a waiver of the City's sovereign immunity. The CITY shall, in connection with any claim made against the CITY for liability pertaining to this Agreement, the Amended MMOA, and/or the Easement, assert its right of sovereign immunity in connection with such claim, if applicable.

Subject to the limitations set forth above, TRR or RAHN further agree that upon delivery of proper and timely notice of a violation under the Amended MMOA, it shall investigate, handle, respond to, provide defense for, and defend any such violation at its sole expense. The CITY retains the right to object to counsel selected by TRR or RAHN, and TRR or RAHN shall only be obligated to reimburse the CITY for any alternate counsel, if the CITY deems that (i) TRR does not retain competent counsel reasonably acceptable to the CITY or (ii) separate legal counsel is necessary as there is a conflict of interest with such counsel referred by TRR representing both TRR and the CITY. This indemnification shall survive termination, revocation or expiration of the Amended MMOA and this Agreement for any statute of limitations for any claim giving rise to such indemnification subject to the terms of this Agreement and shall cover the wrongful acts or omissions of TRR in violation of this Agreement occurring during the term of the Amended MMOA and this Agreement.

**6. Insurance.**

TRR and RAHN shall comply with the insurance provisions as set forth in paragraph 12. of the District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement for SR A1A, dated January 31, 2008, which is attached to Amendment Number Eighteen (18) to District Four (4) State of Florida Department of Transportation Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A, attached hereto and incorporated herein.

**7. Event of Default; Remedy.** In the event TRR fails to perform or violates any of the terms or conditions of this Agreement, the CITY shall notify TRR of the specific failure or violation of this Agreement and/or Amended MMOA in writing and TRR shall thereafter have a

period of thirty (30) days to cure any such failure or violation to the CITY'S reasonable satisfaction, provided as to non-monetary breach, the cure period shall be extended for a reasonable period of time to permit completion of such cure if TRR commences such cure (including hiring an architect or contractor to prepare any plans required to pull any permit and/or obtain any approvals from either the CITY or the FDOT and including the time to obtain such permit or approval) within such thirty (30) day period and proceeds diligently to complete such cure (an "Event of Default"). Upon the occurrence of an Event of Default until such Event of Default is cured, the CITY shall have the right to (1) take any equitable action to enforce the terms and conditions of the Amended MMOA and/or this Agreement, it being stipulated by the parties that since the Amended MMOA and/or this Agreement deal with the right to use public easements and rights-of-way of the FDOT used for a governmental purpose, a violation or breach by TRR of any term or condition of the Amended MMOA and/or this Agreement not cured within the cure period, constitutes an irreparable injury to the public and the CITY for which there is no adequate remedy at law, or (2) take such curative action that was required to be taken by TRR under the Amended MMOA and/or this Agreement and the cost and expense incurred in the CITY's curative actions shall be passed on to and owed by TRR, in which case TRR shall be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by the CITY in connection with the performance of the action or actions associated with curing such Event of Default by TRR and TRR shall reimburse the CITY within thirty (30) days following written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment thereof. Interest shall begin to accrue on the unpaid amount of TRR's obligations to the CITY thirty (30) days after the CITY sends the written demand for payment to TRR, at a rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute between the CITY and TRR arises as to the need for, or amount due to the CITY for, repairs or maintenance undertaken by the CITY in accordance with the Amended MMOA and/or this Agreement, and such dispute is not resolved within thirty days (30) days after the date that the CITY makes the written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment, TRR shall pay to the CITY the undisputed amount and shall be responsible for the balance of such sums to the extent determined to be due. The CITY shall have all other rights and remedies granted to it at law or in equity for TRR's failure to pay the monies owed by TRR to the CITY as provided in this Agreement. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy, provided no Party shall be liable for consequential or punitive damages.

#### **8. Removal of Improvements and Restoration of Improvement Area.**

Except as may otherwise be expressly provided herein, it is agreed that upon termination of the MMOA, in whole or in part, whereby CITY is required to remove such Improvements, TRR or RAHN, shall remove all or any part of the Improvements in accordance with the terms and conditions of the Amended MMOA and TRR or RAHN shall restore any damage to the right of way and any impacted public utilities caused by such removal to conditions reasonably acceptable to FDOT. Such removal and restoration shall be at TRR's or RAHN's sole cost and expense. In the event TRR or RAHN fail to begin to remove all or any part of the Improvements in accordance with the MMOA within thirty (30) days after written demand by FDOT or the CITY to TRR or RAHN and application of appropriate permits to permit such work

to proceed to diligently perform the work thereafter, as such time may be extended for a reasonable period of time if TRR or RAHH have commenced such removal, the CITY is hereby authorized to remove such Improvements that are required to be removed under the Amended MMOA and TRR or RAHN shall promptly reimburse the CITY within ten (10) business days of written demand, together with supporting documentation of the costs incurred by CITY associated with the removal and restoration thereof.

**9. Damage to Public Property.**

In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, the TRR or RAHN shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**10. Emergencies.** If an emergency situation arises with respect to the Easement, Amended MMOA and/or this Agreement with respect to the CITY's and TRR's or RAHN's obligation to each other under this Agreement which presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and email notice to TRR's Contact Person. If actual notice of the emergency is given to TRR and TRR shall thereafter fail to take timely action to correct the emergency situation, then, to the extent the continuance of the emergency situation would pose an imminent threat to health or safety to Persons or property, the CITY may undertake such limited actions as are necessary to eliminate the emergency; and the CITY shall be entitled to recover its reasonable costs of cure to resolve the emergency from TRR in accordance with provisions hereof. For the purposes of this Paragraph, TRR's Contact Person shall be James D. Tate, telephone number (305) 987-2773, and e-mail address: jimmy@tatecapital.com. In the event TRR's Contact Person or any other information pertaining to TRR's Contact Person shall change, such change shall be provided in writing per Section 11. below.

**11. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the Parties by the other, or either of the Parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary, notice shall be sent as provided in subsection (b) below.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder (i) upon receipt if by hand delivery, (ii) (2) business days after deposit with the United States mail, postage prepaid, (iii) one (1) business day after being sent by overnight courier service such as Federal Express or similar carrier shall be utilized, if available, or (iv) upon delivery if sent by electronic mail (i.e., email).

AS TO CITY:

Greg Chavarria  
City Manager  
City Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Email: [GChavarria@fortlauderdale.gov](mailto:GChavarria@fortlauderdale.gov)  
Telephone (954) 828-5959

With a copy to:

Alain Boileau, Esq.  
City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Email: [aboileau@fortlauderdale.gov](mailto:aboileau@fortlauderdale.gov)  
Telephone: (954) 828-8038

With a copy to:

Benjamin Rogers  
Director of the Transportation and Mobility  
City of Fort Lauderdale  
290 NE 3rd Ave,  
Fort Lauderdale, FL 33301  
Email: [brogers@fortlauderdale.gov](mailto:brogers@fortlauderdale.gov)  
Telephone: (954) 828-3781

AS TO TRR:

TRR Bahia Mar Marina Village LLC  
ATTN: James D. Tate, President  
1175 N.E. 125<sup>th</sup> Street, Suite 102  
North Miami, FL 33161  
Email: [jimmy@tatecapital.com](mailto:jimmy@tatecapital.com)  
Telephone: (305) 891-1107 x 202

With a copy to:

Greenspoon Marder LLP  
ATTN: Barry E. Somerstein, Esq.  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 333014  
Email: [barry.somerstein@gmlaw.com](mailto:barry.somerstein@gmlaw.com)  
Telephone: (954) 527-2405

AS TO RAHN:

Rahn Bahia Mar L.L.C.  
ATTN: James D. Tate, President  
1175 N.E. 125<sup>th</sup> Street, Suite 102  
North Miami, FL 33161  
Email: [jimmy@tatecapital.com](mailto:jimmy@tatecapital.com)  
Telephone: (305) 891-1107 x 202

With a copy to:

Greenspoon Marder LLP  
ATTN: Barry E. Somerstein, Esq.  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 333014  
Email: barry.somerstein@gmlaw.com  
Telephone: (954) 527-2405

Any Party may change such information for notices by delivering such notice to the other Party as set forth herein.

(c) As to activities under Section 10., notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 10. as long as such notice is followed up within two (2) Days of such emergency with written notice as provided in subsection (b) above.

**12. Independent Contractor.** As between the CITY, RAHN, and TRR, RAHN and TRR are independent contractors under this Agreement. In providing such services, neither TRR nor RAHN nor their agents shall act as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. Except as set forth in this Agreement with respect to the Amended MMOA, the CITY does not extend to TRR, RAHN, or their respective agents any authority of any kind to bind the CITY in any respect whatsoever.

**13. Joint Preparation.** Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

**14. Interpretation of Agreement; Severability.** If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Agreement is to be construed as a separate and independent covenant of the Party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**15. Successors.** This Agreement shall be binding on and inure to the benefit of the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.



**16. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable and the CITY agrees to assert its sovereign immunity in any claim made against the CITY by the FDOT or other third party with respect to the Amended MMOA or this Agreement.

**17. Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**18. Non-Discrimination.** Neither TRR nor RAHN shall discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**19. Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records to the extent applicable to such Party. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes to the extent applicable to such Party, and any resultant award of attorney's fees for non-compliance with that law.

**20. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**21. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**22. Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought 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, the CITY,**

**RAHN and TRR hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Easement, Amended MMOA, and/or this Agreement or any acts or omissions in relation thereto.**

**23. Recording.** This Agreement shall not be recorded in the Public Records of Broward County, but the Easement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by TRR. TRR shall record the Easement and a copy of the recorded Easement shall be provided to the CITY and filed with the CITY Clerk's Office.

**24. Term.** This Agreement shall start on the Effective Date and continue in full force and effect until such time as the Amended MMOA is terminated or becomes null and void.

**25. Prevailing Party.** In the event of any litigation with respect to this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorney fees and costs, through all local and appellate levels, subject to the limits set forth under Florida law.

**26. Police Power.** Nothing herein shall be construed as a waiver of the CITY'S police power. TRR shall comply with the CITY'S codes, ordinances and regulations with respect to installation and maintenance of the Improvements. TRR shall construct, operate, and maintain the Improvements in compliance with the Amended MMOA.

**27. Guaranty.** For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, RAHN hereby guarantees to the CITY the full and timely payment of all monetary obligations owed by TRR to the CITY not cured within the applicable cure period as set forth in this Agreement ("Monetary Event of Default"). In the event of a Monetary Event of Default, RAHN agrees to pay such sums evidenced by such Monetary Event of Default to the CITY within ten (10) business days after written demand from the CITY to RAHN specifying the amount owed pursuant to such Monetary Event of Default along with reasonable documentation supporting such unpaid monetary obligations.

RAHN hereby represents and warrants unto to the CITY that RAHN will derive substantial benefit, directly or indirectly, from the CITY entering into this Agreement with TRR and that both RAHN and TRR are duly authorized to execute and perform their respective obligations under this Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned do hereby warrant that they are authorized to enter into this Agreement by TRR BAHIA MAR MARINA VILLAGE LLC, RAHN BAHIA MAR, LLC, and the CITY OF FORT LAUDERDALE.

Witnesses:

TRR:

*Sonia Sierra*

(Witness #1 Signature)

Sonia Sierra

(Print Name)

TRR BAHIA MAR MARINA VILLAGE LLC, a Florida limited liability company

By: TATE MANAGEMENT, INC., a Florida Profit Corporation, its manager

By: *Kenneth J. Tate*

Kenneth J. Tate, President

*James D.*

*K. Newbhard*

(Witness #2 Signature)

Kathryn Newbhard

(Print Name)

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22 day of December, 2022, by *James D.* Kenneth J. Tate, as President of Tate Management, Inc., a Florida Profit Corporation, the Manager of TRR Bahia Mar Marina Village, LLC a Florida limited liability company.

(NOTARY SEAL)

*Mayda Pineda*

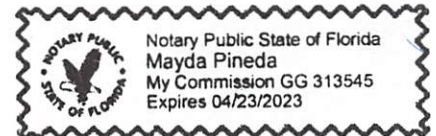
Notary Public, State of  
(Signature of Notary Public)

MAYDA PINEDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission Expires:

Personally Known \_\_\_\_\_ OR  
Produced Identification Florida License  
Type of Identification Produced \_\_\_\_\_



Witnesses:

RAHN:

Sonia Sierra  
(Witness #1 Signature)

SONIA SIERRA  
(Print Name)

K. Numbhard  
(Witness #2 Signature)

Kathryn Numbhard  
(Print Name)

RAHN BAHIA MAR, L.L.C., a Delaware limited liability company

By: BAHIA MAR MANAGER L.L.C., a Delaware limited liability company, its manager

By: James D. Tate  
Kenneth J. Tate, Manager  
James D.

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>ND</sup> day of December, 2022, by James D. Tate, as Manager of Bahia Mar Manager L.L.C., a Delaware limited liability company, the Manager of Rhan Bahia Mar L.L.C., a Delaware limited liability company.

(NOTARY SEAL)

Mayda Pineda  
Notary Public, State of  
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

My Commission Expires:

Personally Known \_\_\_\_\_ OR  
Produced Identification  Florida License  
Type of Identification Produced



AS TO CITY OF FORT LAUDERDALE:

By: [Signature]  
Dean J. Trantalis, Mayor

28 day of Dec., 2022

By: [Signature]  
Greg Chavarria, City Manager

23rd day of December, 2022

ATTEST:

[Signature]  
David R. Soloman, City Clerk



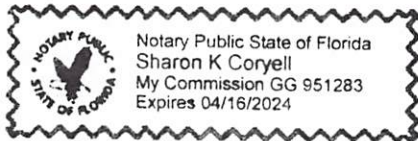
Approved as to form:  
Alain Boileau, City Attorney

By: [Signature]  
Kimberly Cunningham Mosley  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 28th day of December, 2022 by Dean J. Trantalis, as Mayor of the City of Fort Lauderdale, a municipal corporation of Florida (SEAL)

[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)



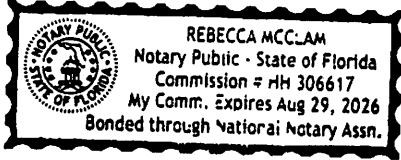
SHARON K. CORYELL  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
4/16/2024

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of December, 2022, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

(SEAL)



Rebecca McClam  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Rebecca McClam  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 08/29/2026



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

11

Today's Date: 12/22/2022

DOCUMENT TITLE: ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT – TRR RAHN BAHIA MAR MARINA VILLAGE L.L.C. AND RAHN BAHIA MAR L.L.C.

COMM. MTG. DATE: 12/20/2022 CAM #: 22-1123 ITEM #: R-4 CAM attached:  YES  NO

Routing Origin: TAM Router Name/Ext: G.Smith/x3764 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects 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, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 12/22/2022

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 12/22

Kimberly Cunningham Mosley  
Attorney's Name

SM  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 12/23/22

4) City Manager's Office: CMO LOG #: DEC 48 Document received from: 12/23/22

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions:

Forward  originals to  Mayor  CCO Date: 12/27/22

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards 1 originals to: G.Smith/x3764

Attach \_\_\_ certified Reso # \_\_\_\_\_  YES  NO

Original Route form to K.Nembhard/x5009