COMPREHENSIVE AGREEMENT

This Comprehensive Agreement is entered into this ____ day of _____, 2022 by and between the **CITY OF FORT LAUDERDALE, FLORIDA,** a Florida municipal corporation (the "CITY") and **MY PARK INITIATIVE, LLC,** a Florida limited liability company, and its respective affiliates, successors and assigns ("MPI"), pursuant to Section 255.065(7), Florida Statutes:

RECITALS

WHEREAS the CITY holds all right, title or interest in the real property described as a portion of the Northwest One-Quarter (NW ¼) of Section 22, Township 50 South, Range 42 East, City of Fort Lauderdale, Broward County, FL, consisting of approximately 8 acres located in Snyder Park on the west side South of the Lake, in the City of Fort Lauderdale, Florida, currently owned by the CITY and being used as a transfer station and compost site, and which is more particularly described in **EXHIBIT A** (the "Park Site"); and

WHEREAS on August 30, 2021, the CITY received an unsolicited proposal from MPI pursuant to Section 255.065(6), Florida Statutes, to design, construct, occupy, operate, and maintain a pickleball facility and other amenities to support it, as more particularly described in its unsolicited proposal; and

WHEREAS, pursuant to Resolution No. 22-96, the City Commission, at its meeting on May 3, 2022, determined that the Proposal submitted by MPI would serve a public purpose as a recreational and sporting facility and a facility which will be used by the public at large or in support of an accepted public purpose or activity, and as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes; and

WHEREAS, pursuant to Resolution No. 22-96, the City Commission, at its meeting of May 3, 2022, declared its intent to enter into a Comprehensive Agreement with MPI encompassing therein the development, operation, and maintenance of the Park Site as particularly described in the unsolicited proposal and related documents, and as defined in **EXHIBIT B** herein ("Qualified Project"); and

WHEREAS, pursuant to Resolution No. 22-96, the City Commission further declared its intent to accept other proposals for the same project in accordance with Section 255.065, Florida Statutes, for a period of twenty-one (21) days after the initial date of publication; and

WHEREAS, on May 10, 2022, the CITY published once a week for two weeks, in the Florida Administrative Register and a newspaper of general circulation, a Notice of its intent to accept other proposals for the same project on or before the twenty-first day from May 10, 2022; and

WHEREAS, no other proposals were received for the same project during the twenty-one (21) days beginning May 10, 2022; and

WHEREAS, on June 7, 2022, the City Commission passed Resolution 22-123 providing notice of its decision to proceed with the unsolicited proposal submitted by MPI to develop, operate, and maintain a pickleball facility on the southwest portion of Snyder Park located at 3299 SW 4th Avenue, Fort Lauderdale, Florida; and

WHEREAS, the CITY and MPI desire to enter into this Comprehensive Agreement to supersede and replace all agreements now existing between them, both oral and written, effective as of the Effective Date;

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

ARTICLE I
DEFINITIONS / EXHIBITS

1.01 Exhibits. True and correct copies of all of the exhibits referenced in this Comprehensive Agreement will be initialed by the parties and attached to this Comprehensive Agreement, and such exhibits will thereafter be incorporated into this Comprehensive Agreement by this reference.

1.02 Definitions.

(a) "Park Site" means a portion of the southwest corner of Snyder Park, including the Lake, in the City of Fort Lauderdale, FL, as more particularly legally described in **EXHIBIT A** attached hereto and incorporated herein, including but not limited to the pickleball facility consisting of approximately eight (8) acres, for use by City residents and guests [including community courts, a clubhouse with locker rooms, an open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run restaurant] to be constructed on the Park Site pursuant to this Comprehensive Agreement.

(b) "Relocation Site" mean the north 5-acre parcel outside of Snyder Park, which is currently vacant and includes several vacant buildings (**EXHIBIT C**)

(c) "Park Site Improvement" shall mean construction of a pickleball facility, various amenities, parking area, fencing, and reactivation of the lake front area.

(d) "Comprehensive Agreement" means this Comprehensive Agreement between MPI and the CITY, including all of the attached Exhibits.

(e) "Environmental Hazard" means any use, exposure, release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Material on, within, or from the Park Site.

(f) “Environmental Laws" shall mean any currently existing or subsequently enacted federal, state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions, and administrative orders), and all related amendments, implementing regulations and reauthorizations, which pertain to the preservation, conservation or regulation of the environment. Environmental laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., and the Clean Water Act, 33 U.S.C. §§1251 et seq.

(g) “Financing Plan” shall mean the complete plan of all sources for the financing of the Project and all costs and expenses associated with such sources, including all rates and fees and the allocation of the financial responsibilities as to the respective parties.

(h) “Functional Obsolescence” and “Functionally Obsolete” shall mean any equipment, fixture, furnishing, building, surface, structure or any other component that is not no longer optimal for its intended purpose.

(i) "Hazardous Materials" means any contaminant, chemical, waste, irritant petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyls, asbestos, hazardous toxic substance, material or waste of any kind, or any other substance that any environmental law regulates. “Hazardous Materials" includes, but is not limited to, substances defined as “hazardous substances”, “hazardous materials”, or “toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; all applicable state and local laws; and in the regulations adopted and publications promulgated pursuant to said laws or any amendments or addenda thereto.

(j) “Improvements” shall mean (a) any work (including all labor, supplies, materials and equipment) reasonably necessary to restore or replace any component that is Functionally Obsolete within the Park Site; (b) any capital repairs, capital refurbishments, capital restoration and replacement (other than a Maintenance or Repair) within the Park Site; and (c) any alterations, modifications, additions, or other construction, development or improvement of any part of the Park Site.

(k) “Maintenance” shall mean all ordinary day-to-day general maintenance (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures, equipment or furniture within the Pickleball Site in order to preserve such items in their existing condition, ordinary wear and tear excepted. By way of illustration, and without limiting the generality of the foregoing, Maintenance shall include: (a) preventive or periodic maintenance procedures for equipment, fixtures or systems; (b) periodic testing of building systems; (c) ongoing trash removal; (d) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters; (e) periodic testing of the water quality

of the lake; and (g) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Pickleball Site and other amenities in good order and condition.

(l) "Physical Obsolescence" and "Physically Obsolete" shall mean any equipment, fixture, furnishing, facility, surface, structure, or any other component which has become dysfunctional (whether in whole or in part) due to ordinary wear and tear. For purposes of this definition, a building shall be deemed dysfunctional if such building has deteriorated to a degree that cannot be remedied through Maintenance.

(m) "Pickleball Events" – shall mean any pickleball event including other sporting activities that utilize the approved amenities on the Park Site. This shall not include concerts.

(n) "Practical Obsolescence" and "Practically Obsolete" means when the facility can no longer sustain a reasonable membership or level of play because the pickleball sport is no longer of interest to the community at large.

(o) "Qualified Project" shall mean the design and construction of a pickleball facility consisting of approximately eight (8) acres, for use by City residents and guests [including community courts, a clubhouse with locker rooms, an open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run restaurant] located within the Park Site, and as more particularly described in Section 3.01, and as conceptually depicted in **EXHIBIT D** attached hereto and incorporated herein.

(p) "Repair" shall mean any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, facility, structure or any other component located within the Park Site, if such work is necessitated by: (a) any material defects in design, construction or installation which, if not repaired, would create a threat to health or safety or a material interference with MPI'S use or its day-to- day operations; (b) Physical Obsolescence (including replacement necessitated by the repeated breakdown of a component despite successive efforts to repair or restore it short of such replacement); (c) damage or destruction, including any damage or destruction resulting from the acts or omissions of other parties (including licensees or invitees of MPI); and (d) modifications required by Federal, State, County, or City laws, ordinances or regulations, including without limitation, accommodations required to be made to the Pickleball Site or the Park Site under the Americans with Disabilities Act. Repairs shall not include work necessitated by damage or destruction (ordinary wear and tear excepted) caused by the negligence of MPI or its agents, employees, contractors or subcontractors.

(q) "Pickleball Facility" shall mean a pickleball facility consisting of approximately eight (8) acres, for use by City residents and guests [including community courts, a clubhouse with locker rooms, an open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run restaurant], and other amenities for the use of the residents of the City of Lauderdale.

(r) "Sargassum Mound" or "Seaweed Mound" shall refer to the large mound situated on the Park Site.

(s) "Transfer Station" shall refer to the current station situated on the Park Site.

ARTICLE II
TERM / OPTIONS TO RENEW

2.01 Effective Date. This Comprehensive Agreement shall be effective and binding upon CITY and MPI beginning on the date it is signed by both parties (the "Effective Date").

2.02 Term. The "Initial Term" of this Comprehensive Agreement shall be for fifty (50) years and commence on the Effective Date and will expire on December 31, 2072.

2.03 Renewal Term. For purposes of this Comprehensive Agreement, a "Renewal Term" means a term of five (5) years commencing upon the expiration of the Initial Term. The terms and conditions applicable during any Renewal Term shall be the same as set forth in this Comprehensive Agreement. MPI shall have the option to renew this Comprehensive Agreement for two (2) Renewal Terms by providing CITY with written notice of such exercise at least 180 days prior to the expiration of the Initial Term or preceding Renewal Term. Any Renewal Terms shall be upon the mutual written agreement of both MPI and CITY. For purposes of this Comprehensive Agreement, the Initial Term and any Renewal Term may be referred to collectively as the "Term."

ARTICLE III
CONSTRUCTION, CAPITAL IMPROVEMENTS, MAINTENANCE OF PARK SITE

3.01 Description of the Qualified Project. CITY**,** recognizing the critical importance of the time constraints inherent with the Qualified Project, authorizes MPI to design, develop and construct the Qualified Project on a "turn-key" basis. The parties agree that the Qualified Project will be designed, constructed, developed and completed by MPI on the Park Site in a first-class workmanlike manner, and as provided in this Comprehensive Agreement. MPI shall only be responsible for "off-site" improvements necessary to serve the Qualified Project for the limited rehabilitation of the Relocation Site, fully described in Article IV, to accommodate City staff currently operating out of the Train Station, and relocate the seaweed mound and transfer station. MPI shall, in consultation with CITY and in accordance with all applicable laws, codes, and ordinances, select the services of the Qualified Project design and construction team, including but not limited to the consultants, professionals, architects, engineering services, surveyors and landscape architects necessary to design and construct the Qualified Project and define its elements in detail sufficient for the Qualified Project's purposes and to fulfill the Qualified Project's construction requirements. The Qualified Project's design and construction must be acceptable to MPI and CITY. MPI shall submit the design of the Qualified Project to the City Manager or his designee for informal review prior to commencement of the design review process. CITY shall have the right to review and comment on project design and construction documents.

3.02 Management of the Qualified Project Construction. MPI shall manage and oversee the construction of the Qualified Project.

3.03 Construction Requirements. Subject to the terms and conditions of this Comprehensive Agreement, MPI in performing the construction of the Qualified Project, shall:

(a) Exercise good faith commercially reasonable efforts to complete the Qualified Project in a safe, good, and workmanlike manner within the times established in the Comprehensive Agreement and in the most expeditious manner;

(b) The Qualified Project's design and construction shall be acceptable to the CITY, and MPI shall submit the design of the Qualified Project to the City Manager and the City Commission for review and approval prior to submission to, and commencement of, the CITY's regulatory review process in accordance with the CITY's ULDR's. CITY, as owner of the Park Site and as a party to this Comprehensive Agreement, shall have the right to comment upon or disapprove of the Qualified Project design. Failure of the City Manager and City Commission to approve the Qualified Project design shall give MPI a right to terminate this Comprehensive Agreement without liability upon delivery of written notice to the CITY.

(c) Be responsible for the completion of all work necessary to complete the Qualified Project, and be fully responsible for the payment of all moneys due to any contractor or subcontractor performing the work; and

(d) Comply with all applicable federal, state, and local rules and regulations, including CITY'S ULDR's, in completing the Qualified Project. MPI acknowledges and agrees that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations, including, but not limited to (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (iii) Rules 38F and 38I, Florida Administrative Code; and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices; and

In accordance with Section 255.065(5)(b)(1) and (7)(a)(1), Florida Statutes, provide CITY with (i) a guarantee by MPI of the performance of its obligations under this Comprehensive Agreement and the payment of all subcontractors and (ii) cause its subcontractors to provide City with public performance and payment bonds in the amount equal their contract price which bond(s) shall meet the requirements of Section 255.05, Florida Statutes. Such bond(s) shall be written by a surety licensed to do business in the State of Florida and otherwise acceptable to CITY; provided, however, that the surety shall be rated as "A-1" or better as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. Such bond(s) shall be recorded in the Public Records of Broward County, Florida by said subcontractors prior to the commencement of any construction work on the Qualified Project. MPI shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statute Chapter 713 and Florida Statute Chapter 255 (for itself or from its respective contractor(s)) for construction of the improvements and infrastructure improvements related thereto, Said bonds shall be executed and issued by a resident agent licensed by and having offices in the State of

Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by MPI or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify CITY as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by MFI in the performance of the contractor's contract, shall not be raised as a defense to the CITY as one of the obligee's requiring performance of such construction contract by the surety; and

(e) Require that all contractors or subcontractors for the Qualified Project maintain commercially reasonable insurance and cause CITY and MPI to be named as additional insureds on all required policies, except workers' compensation; and

(f) Require all contractors and subcontractors to indemnify and hold harmless CITY and MPI and its officers, agents, directors, and employees; and

(g) Require an agreement with all contractors and subcontractors representing that CITY and MPI are third-party beneficiaries of the contract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable contract, CITY and MPI shall have the same rights and remedies vis-a-vis such contractors and subcontractors that the other party has including, without limitation, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by CITY or MPI, resulting from any breach of such contract, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such contractor or subcontractor in the performance of any of its obligations under such contract;

(h) Employ adequate safety precautions to prevent damage, injury or loss to personnel, the work, the Qualified Project, and the Park Site; and

(i) Provide CITY with copies of all reports, warranties, design documents and as-builts and assign all warranties to CITY; and

(j) Allow CITY reasonable access to the Qualified Project for observation, inspection, monitoring, and testing as contemplated in Section 255.065(7)(a)(3), Florida Statutes; and

(k) Manage the appropriately licensed contractors to ensure that any work not conforming to the Qualified Project designs and requirements is corrected or removed and replaced; and

(l) Obtain prior CITY approval, not to be unreasonably withheld, unreasonably delayed, for any change orders on the Qualified Project that would materially amend the scope or quality of the Qualified Project.

3.04 Inspection Services. The CITY hereby consents to MPI'S use of privatized inspection services, selected from the CITY'S approved list of inspectors, at MPI'S option, and sole cost and expense, to perform, under the CITY'S guidance, the various inspections and

approvals required for the scope of work under Article III. City inspectors may accompany the privatized inspectors with advance notice of scheduled inspections.

ARTICLE IV

CONSTRUCTION, CAPITAL IMPROVEMENTS, AND MAINTENANCE OF RECLOCATION SITE

4.01 Minimum Required Improvements.

MPI, at its sole expense, to both parties' reasonable satisfaction, will be responsible for the following to allow for the development of the Park Site and to be completed concurrently with the development of the Park Site as long as there is no break in service for the transfer station except for the period of time it is in transition:

(a) To plan, organize, supervise, monitor, direct, and control the work on Relocation Site to ensure that it is done competently and efficiently and in accordance with the design as described in **EXHIBIT E** to efficiently allow the relocation of City staff and vehicles currently on the Park Site. MPI will rehabilitate building 1 as listed in **EXHIBIT C** including the interior, exterior, plumbing, HVAC, and electrical components of the entire building to transfer existing staff occupying the Train Station and provide a workspace that is equivalent to the current working conditions. The work will be completed at the relocation site so staff can be relocated without interruption.

(b) To relocate the Transfer Station and seaweed mound as described in **EXHIBIT E**.

(c) Rehabilitate building 6 as described in **EXHIBIT C** and provide an additional 3500 square foot structure of shop space in an adjacent building, rehabilitate building 2 as described in **EXHIBIT C**, demolish the remaining structures, clear the land, and provide parking for approximately 250 vehicles. The additional work, as further detailed in **EXHIBIT F**, will be reimbursed to MPI by the City upon issuance of a final certificate of occupancy (CO) within 90 days. The City reserves the right to modify the site plan of the relocation site. The reimbursement to MPI shall be actual costs of the work performed, not to exceed $800,000 with additional contingency of $200,000, for a total not to exceed $1,000,000. Contingencies may include but are not limited to work as described in **EXHIBIT F** for items such as unexpected costs due to supply chain issues, site conditions, or site plan changes.

4.02 Maintenance. Other than as specifically set forth in this Comprehensive Agreement, MPI shall not be responsible for the cost of maintaining any of the property or structures at the Relocation Site once the work outlined in Section 4.01 is complete; however, all warranty's provided by contractors will be transferred to the City.

4.03 Inspection Services. The CITY hereby consents to MPI'S use of privatized inspection services, selected from the CITY'S approved list of inspectors, at MPI'S option, and

sole cost and expense, to perform, under the CITY'S guidance, the various inspections and approvals required for the scope of work under Article IV.

4.04 CITY Obligations.

(a) CITY agrees to apply for the permit to move the transfer station to the Relocation Site within a reasonable time period after the execution of the Comprehensive Agreement.

(b) CITY shall provide any available information describing the physical characteristics of the Park and Relocation sites including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations. Additionally, CITY shall provide any tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, if available.

(c) THE CITY shall use its best efforts to timely process all permit reviews and processes associated with the permitting approval process. As deemed necessary by either CITY or MPI, CITY will join with MPI as an applicant on all required applications, as the proprietor of the Park Site, consistent with this Comprehensive Agreement and will support such applications throughout the review and approval process.

(d) MPI will provide any maintenance required if it is required to maintain water quality standards consistent with the Department of Health Standards for recreational use.

(e) MPI shall use commercially reasonable efforts to complete the Park Site Improvements and Qualified Project within two years of the Effective Date of this Comprehensive Agreement; provided, however that the failure to complete the work within a three-year period shall not be considered a MPI Default hereunder. In the event MPI does not complete the work within such three (3) year period, CITY'S remedy shall be to undertake the work on MPI'S behalf at MPI'S sole cost and expense, or at CITY's election, CITY may terminate the Comprehensive Agreement

ARTICLE V
COST OF THE QUALIFIED PROJECT

5.01. Cost of the Qualified Project. The Qualified Project is estimated to cost approximately $10 Million dollars, including design fees, management fees and legal fees. The cost of the Qualified Project is expected to be fully funded by MPI through private funds. MPI's financing and funding is to be evidenced by providing the CITY with appropriate and sufficient letters of credit or other documents from a financial institution evidencing MPI's ability to fully finance the Qualified Project, to the CITY's satisfaction within 90 days of the execution of this Comprehensive Agreement, however MPI may ask for and CITY may grant reasonable extensions of time so long as CITY is satisfied that MPI is making it best efforts to the required financing documents.

5.02 **Cost Overruns.** To the extent that there are cost overruns associated with the construction of the Qualified Project, any such cost overruns will be paid by MPI.

5.03 **Commencement of the Qualified Project.** Construction of the Qualified Project shall commence by April 1, 2023. The Qualified Project shall thereafter proceed forthwith to completion.

ARTICLE VI
THE PARK SITE AND GRANT OF USE

6.01 MPI is accepting the Park Site in an "AS IS" condition. Except as may be expressly set forth in or required by this Comprehensive Agreement, MPI acknowledges that the CITY has made no other representations or warranties as to the condition or status of the Park Site and that MPI is not relying on any other representations or warranties of the CITY, any broker(s), or any agent of CITY in constructing improvements. Except as may be expressly set forth in or required by this Comprehensive Agreement, MPI acknowledges that neither the CITY nor any agent or employee of the CITY has provided any other representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to:

(a) The nature, quality, or condition of the Park Site, including without limitation, the water, soil, and geology.

(b) The suitability of the Park Site for any and all activities and uses which MPI may conduct thereon.

(c) The compliance of or by the Park Site or its operations with any laws, rules, ordinances, or regulations of any applicable governmental authority or body.

(d) The habitability, merchantability, or fitness for a particular purpose of the Park Site.

(e) Any other matter with respect to the Park Site.

(f) Notwithstanding, Section 6.01 (a)-(e), MPI shall have 90 days to perform its due diligence after the signing of the Comprehensive Agreement to determine if will accept the Park Site as defined in this Section.

6.02 **Grant of Use.**

(a) Except as otherwise provided in this Comprehensive Agreement, CITY grants to MPI the exclusive, year-round right during the Initial Term and any Renewal Term to: use; manage; occupy; operate; program; market; broadcast and telecast from (via any medium now known or hereinafter developed, including but not limited to interactive media; grant use to third parties; license; sponsor; install fixtures and construct facilities, improvements and other structures on and to, in accordance with this Comprehensive Agreement; and make any other use of and to, whether or not specifically enumerated herein, the Park Site for pickleball events, in accordance with the terms and conditions of this Comprehensive Agreement.

(b) It is a stated goal of the parties to permit and to encourage MPI to increase the utilization of the Park Site for public events, other than pickleball events, which increase in utilization is acknowledged to be mutually beneficial for the parties. Without limiting anything contained in this Section, all non-pickleball events sponsored, operated, or authorized by MPI at the Park Site may be authorized except as provided herein and except as may be required by any applicable law or ordinance.

(c) MPI use and occupancy of the Park Site is not, and shall not be construed to be, an interest in real property.

6.03 Merging of Title. Subject to the terms and conditions of this Comprehensive Agreement, title to the Improvements or Park Site, and all parts thereof, shall immediately merge with the title of the land, free of any claim of MPI and all persons and corporations claiming under or through MPI (except for trade fixtures and personal property of MPI that can be removed without damage to the Improvements). For purposes of this Comprehensive Agreement, a trade fixture is any chattel installed by MPI within and at the Pickleball Site for its use in the conduct of its business such as pickleball and training equipment, other pickleball related personal property.

6.04 MPI'S Rights and Obligations. Except as specifically provided in this Comprehensive Agreement, MPI is exclusively responsible for managing, operating, and maintaining the Park Site at its sole discretion and expense during the Term. MPI shall not cause, permit, or suffer any waste or damage, disfigurement, or injury to the Park Site or the fixtures or equipment thereon, with the exception of reasonable wear and tear, loss or damage by fire, natural catastrophe, or other casualty, or condemnation. During the Term, MPI has, but is not limited to, the following rights, responsibilities, and obligations in connection with the Park Site:

(a) At its sole discretion, control the scheduling and use of the Park Site as a publicly operated, athletic, entertainment and conference facility for all pickleball events; and

(b) Perform all maintenance of the Park Site, including by providing all of the labor and materials required to keep the Park Site clean and free of debris and by repairing, maintaining, and replacing all components of the Park Site, and

(c) Except as otherwise provided in this Comprehensive Agreement, maintain the Park Site, including, but not limited to, the parking lots at the Park Site, the structural portions of the Park Site, the foundation of the Park Site, the exterior structural walls of the Park Site, all electrical, plumbing, heating, ventilating, air conditioning, mechanical and utility systems for the Park Site or any portion thereof, including any portion located in the Park Site, in good order, condition, and repair, in a clean, sanitary, and safe condition, and in accordance with all applicable laws and regulations; and

(d) Except as otherwise provided in this Comprehensive Agreement, provide all security, crowd control, maintenance, cleaning, landscaping, lawn care/mowing, and other personnel or independent contractors required for the proper maintenance and operation of the Park Site; and

(e) Obtain and maintain the insurance further described in Article IX, which shall list CITY as an additional insured for any policies relating to MPI'S use and operation of the Park Site; and

(f) Set rates and charges for the use of the Park Site by third parties; and

(g) Advertise and promote all pickleball and non-pickleball events conducted at the Park Site, such advertising and promotion to mention or identify CITY to the extent practicable (MPI understands the importance of promoting CITY and its image and desires and agrees to assist in such regard); and

(h) Select and employ all concessionaires, licensees and other contractors with respect to the Park Site, including, but not limited to, its parking lots, concession areas, and advertising space; and

(i) Enter into lawful contracts in MPI'S name relating to any and all of the foregoing upon terms and conditions which are consistent with this Comprehensive Agreement; and

(j) Comply with all applicable laws, ordinances, and regulations, including, but not limited to the requirements of the Americans with Disabilities Act of 1990 ("ADA") any amendments thereto, including Title II, Structural, and Title III, Programmatic Accessibility Standards, as well as any future additions; and

(k) Permit the CITY to promote and hold a minimum of 12 events per year at the Park Site. Should the CITY desire additional events, the CITY and MPI agree to work together to find mutually agreeable dates for said event, and in such case, the CITY agrees to be reasonable with its requests and approval by MPI shall not be unreasonably withheld. CITY agrees to provide a minimum of sixty (60) days' notice of its intent to use the Park Site and agrees that if the Park Site is already booked by MPI that CITY will request an alternate date. Any event held by the City shall not prohibit pickleball play.

6.05 **Event Control.** MPI has the right, at its sole discretion, to cancel or postpone any event to be held at the Park Site.

6.06 **Non-Pickleball Related Events at the Park Site.** MPI may sponsor, operate, or authorize non-pickleball related public events at the Park Site only to the extent that any such event is not prohibited by law or ordinance, and is approved by CITY through its special events permitting process, which consent will not be unreasonably withheld.

6.07 **Facilities Use Fee.** During the Term of Comprehensive Agreement, MPI shall pay the City a "Facilities Use Fee'' for MPI'S use of the Park Site in the amount of one dollar ($1.00) per annum, as provided in this Comprehensive Agreement. Such payment shall be made on or before the Effective Date and on or before each anniversary thereof during the Term of this Comprehensive Agreement.

6.08 **Third Party Rights.** During the Term of this Comprehensive Agreement, and except as otherwise provided in this Comprehensive Agreement, CITY agrees not to sell, lease,

or otherwise transfer portions of or rights to the Park Site, except easements and rights of way for utility or governmental purposes, without the prior written approval of MPI, which approval shall not be unreasonably withheld; provided, however, that CITY agrees that the reserved easements and rights-of-way for utility or governmental purposes shall not be exercised in a way to unreasonably interfere with MPI'S use of the Park Site for the purposes described above.

6.09 Cost of Access. MPI shall set the cost of all amenities within the Park Site; however, MPI agrees to provide special benefits to Fort Lauderdale residents for the duration of the Comprehensive Agreement which will include, but may not be limited to, free access to the Community Center for Edgewood Homeowner's Association to hold meetings, specified court time, free introductory lessons at no cost, discounts for court time and/or amenities, free equipment for City Parks & Recreation youth programs and approximately 26 Fort Lauderdale schools and training for physical education teachers. These benefits shall be advertised and available to any resident that shows proof of residency; however, there will be no cost to any person to access the Park Site.

6.10 Operation. MPI shall provide and pay for all costs and expenses required for the operation and maintenance of the Park Site which are not, by the terms of this Comprehensive Agreement, specifically required to be provided and paid for by CITY or third parties, including, but not limited to, all personnel (including supervisory staff), labor, equipment, utilities, and materials. Costs for which MPI is responsible will include, but not be limited to, taxes, gas, electricity, internet services, telephone, water, sewer, storm water, solid waste, and other utilities related to operation of the Park Site, and production of all events taking place at the Park Site.

6.11 Liaison. MPI shall name a person to be the liaison to work with CITY with respect to coordinating the mutual responsibilities of MPI and CITY. MPI hereby designates Ellyn Bogdanoff as the liaison unless and until a new person is designated in writing by MPI.

6.12 Limitations. MPI'S rights and obligations under this Comprehensive Agreement are subject to the following additional limitations:

(a) No contract entered into pursuant to this Comprehensive Agreement may impair any right of CITY hereunder. MPI shall not, without CITY'S consent, enter into any contract extending beyond the expiration date of the Term of this Comprehensive Agreement

(b) MPI shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title, or interest of the CITY in and to the Park Site, and not person shall ever be entitled to any lien, directly or indirectly derived through or under MPI, or its agents, servants, employees, contractors, or officers, or on account of any act or omission of MPI as to the CITY's right, title or interest in and to the Park Site. All persons contracting with MPI or furnishing materials, labor, or services to MPI, or to its agents, or servants, as well as all persons, shall be bound by this provision of the Comprehensive Agreement. Should any such lien be filed against the Park Site, MPI shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. MPI shall not be deemed to be the agent of the CITY, so as to confer upon a laborer bestowing labor upon

or within the Park Site or upon materialmen who furnish materials incorporated in the construction or improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes, as same may be amended from time to time, or any equitable lien upon the CITY's right, title, or interest in and to the Park Site. These provisions shall be deemed a notice under Section 713.01(26), Fla.Stat., as well as Section 713.10(1), (2)(b), Fla.Stat., as same may be amended from time to time, of the "non-liability" of the CITY.

(c) MPI shall not knowingly occupy or use the Park Site for any purpose or in any manner that is unlawful.

(d) MPI agrees that the Grant of Use provided herein, including any associated construction, development, maintenance, and operation of the Qualified Project and Park Site shall not disrupt, impeded, or interfere with the CITY's operation of Snyder Park.

(e) MPI shall function as an independent contractor in fulfilling the duties required by this Comprehensive Agreement. All staff required by MPI to accomplish its obligations under this Comprehensive Agreement shall be employees and/or independent contractors of MPI and not CITY.

(f) MPI shall repair, replace, provide, and maintain, at its sole expense, all equipment necessary to perform its responsibilities hereunder and upon the termination of this Comprehensive Agreement, may be identified and removed by MPI upon notice to CITY.

(g) If CITY reasonably believes that MPI'S failure to comply with any of its obligations under this Comprehensive Agreement involves a "life safety issue," as defined below, CITY shall immediately notify MPI in writing and shall have an immediate right to correct the life safety issue. The reasonable and necessary costs and expenses incurred by CITY in correcting the life safety issue will be due and payable by MPI to CITY through written demand to MPI, which shall be paid within thirty (30) days after submission of the written demand by CITY to MPI. If such amount is not paid when due, it will bear interest at the prime rate published by the *Wall Street Journal* from time to time from the date that MPI received CITY'S statement until the date payment is made. For purposes of this Comprehensive Agreement, a "life safety issue" means a situation which imposes an immediate threat of bodily harm or death to any users or occupants of the Park Site.

(h) On or before the expiration date of this Comprehensive Agreement, or its earlier termination as provided herein, MPI shall remove all of its personal goods and effects including any equipment, exclusive of fixtures, which have been purchased or paid for by MPI, repair any damage caused by such removal, and surrender and deliver the Park Site in an "as is" condition. Any personal property or effects not removed within thirty (30) days after the expiration date of this Comprehensive Agreement or its earlier termination as provided herein will be deemed to have been abandoned by MPI and may be retained or disposed of by CITY, in its sole discretion, in accordance with applicable law.

(i) Upon the expiration or earlier termination of this Comprehensive Agreement, MPI shall return to CITY the Park Site and all the then existing fixture, free and clear

of any contractual obligations or other legal encumbrances granted by MPI, except for utility easements and other encumbrances necessary for the maintenance and operation of the Park Site. If requested by CITY following expiration or earlier termination of this Comprehensive Agreement, MPI shall provide an unqualified or bill of sale for any personal property associated with this Comprehensive Agreement, including the then existing fixtures, or any abandoned property, or the Park Site.

(j) Neither CITY nor MPI will knowingly use the Park Site for the manufacture or storage of flammable, explosive or Hazardous Materials (as defined in Section 7.06(a)(ii)), except for Hazardous Materials typically found for use or sale in retail stores, including supermarkets and dry-cleaning stores, and/or typically found for use in comparable training facilities.

6.13 Revenues. During the Term of this Comprehensive Agreement, and unless provided otherwise herein, MPI shall control, collect, receive, and retain all revenues generated by any means at or in connection with the Park Site, including, but not limited to, all revenues from ticket sales, food and beverage sales, merchandise sales, concessions and products sales, novelties, parking, telecast and broadcast rights, advertising, sponsorship, promotional and signage rights, permitted Park Site naming, affiliation, and or sponsorship rights, and any other revenues derived or generated in connection with pickleball and non-pickleball events held at the Park Site ("Gross Revenue").

(a) No later than ninety (90) calendar days after the close of each calendar year of MPI, beginning the calendar year ended December 31 when operations begin, MPI shall make a one-time donation to the CITY of an amount (the "Escrow Amount") equal to one-half of one percent (0.50%) or $100,000, whichever is greater, of all Gross Revenue collected during the previous fiscal year by MPI from the operation of the Qualifying Project into an account (the "Escrow Account"). The Escrow Amount will be used by the City at any time to fund park projects throughout the City.

(b) No later than ninety (90) calendar days after the close of each calendar year of MPI, MPI shall provide the City with a reasonably detailed report (the "Gross Revenue Report") that sets forth the total of all gross revenue actually collected by MPI from the operation of the Qualifying Project for said fiscal year which report has been audited by a Certified Public Accountant. The Certified Public Accountant should attest that Gross Revenue Report (1) fairly presents, in all material respects, the total amount of gross revenue actually collected by MPI from the operation of the Qualifying Project; (2) will be true, accurate and complete in all respects and will confirm to all books and records maintained by MPI; and (3) will not contain and/or omit any material fact necessary in order to make the statements, calculations and/or computations therein not misleading in light of the circumstances.

(c) The City shall have the right to inspect and audit ("Audit") the books and records of MPI. Any such Audit may be made by the City and/or its designated representative during regular business hours at MPI's offices and shall be undertaken in such a manner as not to unreasonably interfere with MPI's normal business activities.

6.14 Rebranding; Naming Rights. At all times during the Term of this Comprehensive Agreement, MPI has the sole and absolute right, upon prior written notice to CITY, but without the prior consent of CITY, to designate the name of any portion of the Park Site, provided such name shall not be in bad taste or offensive to the City's image, or in the reasonable opinion of the City Commission is a source of embarrassment to the Fort Lauderdale community.

6.15 Practical Obsolescence. If the Park Site is deemed practically obsolete as determined by a reputable national pickleball association for a period of time not to exceed eighteen (18) months, then the Comprehensive Agreement shall be deemed terminated if MPI cannot repurpose the facility in a reasonable manner.

6.16 Records. MPI and CITY acknowledge that certain information and data relating to this Comprehensive Agreement may be public records in accordance with Chapter 119, Florida Statutes. MPI agrees that it will implement policies and procedures to maintain, produce, secure, retain, and transfer public records in accordance with applicable laws, and regulations, including Sec. 119.0701, Florida Statutes. MPI agrees to provide CITY with a copy of all requested public records or to allow any public records to be inspected or copied within a reasonable time. MPI agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, for locating and producing public records during the Term of this Comprehensive Agreement. Upon the expiration of this Comprehensive Agreement, MPI shall transfer, at no cost, to CITY all public records in the possession of MPI or keep and maintain any public records required by CITY. If MPI keeps and maintains public records upon the expiration of this Comprehensive Agreement, then it will meet all applicable requirements for maintaining any public records. All records stored electronically must be provided to CITY upon request in a format that is compatible with the information technology systems of CITY. Nothing in this Section is intended to suggest that all records related to the Qualified Project would be public records or that this Comprehensive Agreement is subject to Section 119.0701, Florida Statutes. MPI and CITY shall cooperate to ensure that any records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Comprehensive Agreement.

IF MPI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COMPREHENSIVE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK'S OFFICE
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301,
954-828-5002
PRRCONTRACT@FORTLAUDERDALE.GOV.

ARTICLE VII
CONCESSIONS / ADVERTISING / PROMOTION

7.01 MPI'S Concession Rights.

(a) During the Term of this Comprehensive Agreement, MPI exclusively shall have all rights with respect to concession operations on the Park Site, including but not limited to: the right to select the concessionaire(s) for the Park Site at any time and for any and all events held at the Park Site; the right to negotiate and enter into an agreement with such concessionaire(s); the right to create temporary or permanent concession facilities at the Park Site during the Term of this Comprehensive Agreement; the right to administer any agreement with its concessionaire(s); the right to lease concession equipment to third parties at any time under rules, terms and conditions established by MPI, in its sole discretion; the right to operate any restaurants, sports bars, taverns and other synergistic uses on the Park Site; to determine what concession services are operated on the Park Site; all of the foregoing being subject to any and all applicable laws and ordinances. Further, MPI shall have the sole right to determine what concession products are sold on the Park Site, and the price, quality and selection of the products sold. CITY agrees to join with MPI in the filing of any meritorious application that requires joinder by the property owner, necessary to secure alcoholic beverage licensure under applicable law. MPI agrees that the concession activities will meet the then-applicable requirements of CITY.

ARTICLE VIII
OPERATIONS, MAINTENANCE AND REPAIR

8.01 MPI'S Rights and Obligations.

(a) During the Term of this Comprehensive Agreement, MPI shall have exclusive operating and management control of the Park Site and shall employ the staff necessary to do so, except as otherwise set forth in this Comprehensive Agreement.

(b) MPIs hours of operation do not need to coincide with regular park hours and may open the Park Site any time after 6AM, unless preparation for an event requires an earlier opening and may close the Park Site any time but not after 12AM. Extended hours, if requested, may be granted at the City Manager's discretion.

(c) Noise levels shall not exceed those set by CITY's Code of Ordinances, as may be amended from time to time.

(d) MPI intends to advertise the Park Site as "dog friendly" but shall require that all dogs are leashed to ensure any dog will not be able to enter any section of Snyder Park outside the Park Site. Additionally, MPI will provide the necessary safeguards to ensure compliance with Snyder Park rules outside the gated area of the Park Site with respect to hours, alcohol service, and any other restriction identified by the City.

(e) During the Term of this Comprehensive Agreement and except as may be otherwise agreed by the parties in a separate writing, MPI shall be responsible, at MPI'S own expense, for all Maintenance of the Park Site, including, but not limited to, clubhouses, pickleball

courts, offices, public washrooms, parking lots, grandstand, fencing, seating, ornamental landscaping, and irrigation system. MPI shall be responsible for the day-to-day Maintenance of the Park Site on a year-round basis, including the provision of (or arrangements for third parties to provide) all personnel, supplies, equipment, and services necessary in connection therewith.

8.02 Right of Entry. During the Term of this Comprehensive Agreement, CITY has the right to enter into and upon any and all parts of the Park Site for the purpose of examining the same with respect to the obligations of the parties under this Comprehensive Agreement and for observation, inspection, monitoring, and testing as contemplated in Section 255.065(7)(a)(3), Florida Statutes, upon two (2) days prior written notice to MPI (or without prior notice in the event of a "life safety issue" as defined in Section 5.13(h), above, but with immediate notice thereafter).

8.03 Utilities. MPI shall bear the cost of all utilities consumed at the Park Site (such as gas, steam, electricity, and water). Nothing in this Comprehensive Agreement shall prevent MPI from charging utility costs to MPI's concessionaires.

8.04 Personal Property. Any equipment or personal property brought or installed in or to the Park Site by MPI that can be removed without damage to the Improvements or Park Site shall remain the property of MPI and shall not be deemed fixtures, and MPI shall be entitled to remove such personal property from the Park Site upon the termination or expiration of this Comprehensive Agreement. MPI shall be responsible for and shall repair any damage to any part of the Park Site resulting from removal of MPI's personal property.

8.05 Fire or Other Casualty.

(a) If, after the Effective Date, any portion of the Park Site is damaged or destroyed in whole or in part by fire or other casualty, MPI shall cause the prompt and expeditious repair, replacement or reconstruction of the affected facilities, subject to delays in adjusting the insurance loss and delays caused by an event determined to be Force Majeure. In addition, MPI shall be responsible for repairing, replacing, or otherwise restoring all personal property and fixtures of MPI located at the Park Site at MPI'S election.

(b) Notwithstanding any other provision of this Comprehensive Agreement, MPI may elect to terminate this Comprehensive Agreement after completion of the qualified project, upon 120 days' prior written notice to CITY if the City impedes MPI's ability to perform all functions outlined in the Comprehensive Agreement or if access is obstructed due to City ordinance or directive, or catastrophic event. If MPI elects to terminate this Comprehensive Agreement as provided in this Section 7.05, then upon the expiration of the 120-day notice period, this Comprehensive Agreement shall have no further force and effect, subject to any rights or obligations of either party which arose prior to such termination.

(c) In the event CITY receives Federal Emergency Management Agency ("FEMA'') proceeds for damage to or destruction of the Park Site, CITY agrees to apply such FEMA proceeds toward the repair, restoration, or reconstruction of the Park Site as CITY, in its sole and absolute discretion, deems necessary, and to the extent permitted by law.

8.06 Environmental Hazards

(a) MPI shall be solely responsible, at its own cost and expense, for the identification, management, control, containment, abatement, clean-up, removal and prevention of any Environmental Hazard that exists prior to the Effective Date on the Park and Relocation Sites and shall bear all costs and expenses associated with the identification, research and testing, management, control, containment, abatement, clean-up, removal and prevention of such Environmental Hazards. However, MPI shall have 90 days after the execution of this Comprehensive Agreement to determine the suitability of the environmental condition and shall have the right to terminate this agreement if it is determined that the cost of mitigation is not reasonable or practicable to complete the Qualifying Project.

(b) MPI shall comply with all Environmental Laws in connection with their use and occupancy of the Park Site. MPI shall be solely responsible, at MPI'S own cost and expense, for the identification, management, control, containment, abatement, clean-up, and removal of any Environmental Hazard that is the result of any act or omission of MPI or of any of MPI's officers, employees, agents, contractors, subcontractors, guests, licensees, invitees, or attendees, including being solely responsible for the prevention thereof.

ARTICLE IX
INSURANCE

Design/Construction Insurance Requirements

9.01 As a condition precedent to the effectiveness of this Comprehensive Agreement, MPI shall cause its general contractor and construction manager (collectively, "CONTRACTOR") to procure and maintain until construction is complete and the construction work has been accepted by the CITY, at their sole expense, insurance of such types and with such terms and limits as noted in Section 8.01.01. Providing proof of and maintaining adequate insurance coverage are material obligations of CONTRACTOR. CONTRACTOR shall provide the CITY a certificate of insurance evidencing such coverage. CONTRACTOR'S insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by CONTRACTOR shall not be interpreted as limiting MPI's liability and obligations under this Comprehensive Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY'S Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by MPI or CONTRACTOR for assessing the extent or determining appropriate types and limits of coverage to protect MPI and/or CONTRACTOR against any loss exposures, whether as a result of this Comprehensive Agreement or otherwise. The requirements contained herein, as well as the CITY'S review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MPI under this Comprehensive Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

- $1,000,000 each occurrence and $3,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $3,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 10 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONTRACTOR. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage with limits of $1,000,000 combined single limit each accident.

If CONTRACTOR does not own vehicles, CONTRACTOR shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, CONTRACTOR shall procure and maintain any or all of the following coverage, as applicable:

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Comprehensive Agreement, including but not limited to, all hazardous materials identified under the Comprehensive Agreement.

Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising

out of work performed under this Comprehensive Agreement

Disposal Coverage

CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount of $1,000,000 per claim and shall include liability for non-sudden occurrences in an amount of $1,000,000 per claim.

Hazardous Waste Transportation Coverage

CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount of $1,000,000 per claim limit and provide a valid ERA identification number.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

CONTRACTOR must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the CITY, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $100,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause.
- Permission to occupy provision.
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment.

This policy shall insure the interests of the CITY, MPI and CONTRACTOR in the Park Site against all risk of physical loss and damage and name the CITY and MPI as Loss Payees. This insurance shall remain in effect until the work is completed and the Park Site has been accepted by the CITY and MPI.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing

work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY'S Risk Manager, if they are in accordance with Florida Statute.

CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR'S insurance carrier waives, all subrogation rights against the CITY and the CITY'S officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONTRACTOR must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Operations/Maintenance Insurance Requirements

9.02 MPI shall procure prior to acceptance of construction work by the CITY and maintain during the Term of this Comprehensive Agreement and during any renewal or extension term of this Comprehensive Agreement, at its sole expense, insurance of such types and with such terms and limits as noted in Section 9.02.01. Providing proof of and maintaining adequate insurance coverage are material obligations of MPI. MPI shall provide the CITY a certificate of insurance evidencing such coverage. MPI'S insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by MPI shall not be interpreted as limiting MPI'S liability and obligations under this Comprehensive Agreement All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY'S Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by MPI for assessing the extent or determining appropriate types and limits of coverage to protect MPI against any loss exposures, whether as a result of this Comprehensive Agreement or otherwise. The requirements contained herein, as well as the CITY'S review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MPI under this Comprehensive Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

- $1,000,000 each occurrence and $3,000,000 location aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $3,000,000 location aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the MPI. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

Physical Abuse, Sexual Misconduct, and Sexual Molestation

MPI shall provide evidence of coverage in an amount not less than $500,000 per occurrence.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage with limits of $1,000,000 combined single limit each accident

If MPI does not own vehicles, MPI shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than $100,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no less than an 80 percent coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by CITY
- This policy shall insure the interests of CITY and MPI in the property against all risk of physical loss and damage, and name CITY and MPI as Loss Payees.

Collection of Insurance

In the event of (1) destruction of or damage to over fifty percent (50%) of any of the premises, buildings, other structures or Improvements covered by insurance, and (2) MPI'S election to rebuild such premises, buildings, other structures or Improvements pursuant to MPI'S option provided in this Comprehensive Agreement; the funds payable for reconstruction or repair pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by CITY, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or Improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and charter of CITY. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such

insurance policy, and MPI intends to reconstruct or repair, they are responsible for the difference. If MPI does not intend to reconstruct or repair, the CITY has first right of insurance proceeds for costs of demolition and remediation. Any proceeds in excess of the costs for demolition and remediation shall be payable to MPI. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to MPI.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY'S Risk Manager, if they are in accordance with Florida Statute.

MPI waives, and MPI shall ensure that MPI'S insurance carrier waives, all subrogation rights against the CITY and the CITY'S officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

MPI must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

(a) MPI and CONTRACTOR shall provide the CITY with valid Certificates of Insurance no later than ten (10) days prior to the start of work contemplated in this Comprehensive Agreement.

(b) MPI and CONTRACTOR shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

(c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of MPI and CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

(d) In the event the Comprehensive Agreement Term goes beyond the expiration date of the insurance policy, MPI and CONTRACTOR shall provide the CITY with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Comprehensive Agreement until this requirement is met.

(e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

(f) The CITY shall be named as an Additional Insured on all required Commercial General Liability, Business Automobile Liability and Pollution Liability policies.

(g) The CITY shall be named as a Loss Payee on the Builder's Risk and Property policies as the CITY'S interests appear at the time of any loss.

(h) The CITY shall be granted a Waiver of Subrogation on MPI and CONTRACTOR'S Workers' Compensation insurance policy.

(i) The title of the Comprehensive Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

MPI and CONTRACTOR has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, or self-insured retention; including any loss not covered because of the operation of such deductible, self-insured retention. Any costs for adding the CITY as an Additional Insured shall be at MPI and CONTRACTOR'S expense.

If MPI and CONTRACTOR'S primary insurance policy/policies do not meet the requirements, as set forth in this Comprehensive Agreement, MPI and CONTRACTOR may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

MPI and CONTRACTOR'S insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by MPI or the CONTRACTOR that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, MPI and CONTRACTOR must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Comprehensive Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of MPI and CONTRACTOR'S insurance policies.

MPI and CONTRACTOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Comprehensive Agreement to MPI and CONTRACTOR'S insurance company or companies and the CITY'S Risk Management office, as soon as practical.

It is MPI'S responsibility to ensure that CONTRACTOR and any and all subcontractors comply with these insurance requirements. All coverages for CONTRACTOR and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of MPI.

ARTICLE X

INDEMINIFICATION

10.01 MPI shall protect, defend, indemnify and hold harmless the CITY, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of MPI under this Comprehensive Agreement, or the breach or default by MPI, its agents, servants, employees or contractors of any covenant or provision of this Comprehensive Agreement, the negligent acts or omission or willful misconduct of MPI or its agents, servants, employees or contractors except for any occurrence arising out of or resulting from the intentional torts or negligence of CITY, its officers and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Park Site by MPI, its agents, servants, employees or contractors, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by MPI, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by MPI, its agents, servants, employees or consultants, is included in the indemnity.

MPI further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by CITY, MPI shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to the CITY, provided that the CITY (exercisable by CITY'S Attorney) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of this Comprehensive Agreement and shall cover any acts or omissions occurring during the Term of the Comprehensive Agreement, including any period after termination, revocation or expiration of the Comprehensive Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, any damage to the Park Site resulting from contamination occurring prior to the Effective Date, shall not be subject to the indemnity covenants of MPI contained herein, except to the extent that any discharge or release of such contamination was caused by MPI or its agents, servants, employees, contractors or licensees during the course and scope of their employment.

Upon request by CITY, MPI shall provide copies of all property condition reports and environmental assessments conducted or surveys completed by MPI, its agents, employees or contractors on the Park Site.

10.02 All construction materials, equipment, goods, signs, and any other personal property of MPI, its agents, servants, employees or contractors, shall be protected solely by MPI. MPI acknowledges and agrees that the CITY assumes no responsibility, whatsoever, for any such item and that the security and protection of any such item from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of MPI.

10.03 Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2021) as amended or revised, CITY agrees to indemnify and hold harmless MPI against a judgment entered by a court of competent jurisdiction in the State of Florida against MPI for damages or injuries caused by CITY'S negligence in CITY'S use of the Park Site. The foregoing sentence shall not serve as a waiver of CITY'S sovereign immunity or of any other legal defense available to CITY.

10.04 Procedure Regarding Indemnification.

(a) Notice of Claim. The Indemnified Party shall provide the Indemnifying Party with written notice whenever the Indemnified Party receives notice of a claim that would invoke an indemnification provision contained in this Comprehensive Agreement. Such written notice shall be furnished to the Indemnifying Party as soon as practical after the Indemnified Party receives notice of the claim or is served with process in connection with the claim. In the case of service of process of the initial pleading in a lawsuit, the Indemnified Party shall provide its written notice to the Indemnifying Party within such time as may be necessary to give the Indemnifying Party a reasonable opportunity to respond to such process. The Indemnified Party's written notice to the Indemnifying Party of any claim shall include a statement of information pertaining to the claim then in the possession of the Indemnified Party. Any failure or delay of the Indemnified Party to notify the Indemnifying Party as required by this Section shall not relieve the Indemnifying Party of its obligation to provide indemnification, unless and to the extent that such failure or delay materially and adversely affects the Indemnifying Party's ability to defend against, settle, or satisfy the claim.

(b) Defense of Claims; Notice of Intent to Defend. After receiving notice of a claim, the Indemnifying Party shall defend the claim at its own expense, through attorneys, accountants, and others selected by the Indemnifying Party with the reasonable concurrence of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party in writing of its intent to contest or defend the claim. Such notice shall be provided not later than 20 days after the Indemnifying Party receives, notice of the claim from the Indemnified Party. If the Indemnifying Party fails to provide the Indemnified Party with written notice of its intention to defend the claim, the Indemnified Party shall have the right; (a) to authorize attorneys satisfactory to it to represent it in connection with the claim; and/or (b) to defend, settle or compromise the claim. If the Indemnified Party exercises either or both of its rights under this Section, it shall be indemnified by the Indemnifying Party to the same extent as if the Indemnifying Party had defended or settled the claim.

(c) Cooperation with Defense. If and so long as the Indemnifying Party is actively contesting or defending a claim in accordance with this Section, the Indemnified Party

shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall join in making any appropriate and meritorious counterclaim or cross-claim in connection with the claim, except that in CITY'S case, such joinder in a counterclaim or cross-claim shall be subject to CITY'S prior approval, and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnifying Party.

(d) Settlement of Claims by Indemnified Party. The Indemnified Party shall have the right at any time to settle, compromise or pay any claim with or without the consent of the Indemnifying Party, but (a) taking such action without the Indemnifying Party's consent shall be deemed a waiver and nullification by the Indemnified Party of all indemnification obligations that the Indemnifying Party would otherwise have with respect to the claim under this Section, and (b) such settlement or compromise shall not cause the Indemnifying Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwise adversely affect the rights of the Indemnifying Party.

(e) Settlement of Claims by Indemnifying Party. Any claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's consent, so long as: **(i)** the Indemnifying Party gives the Indemnified Party reasonable prior written notice of its intention to settle or compromise the claim; and (ii) such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwise adversely affect the rights of the Indemnified Party.

ARTICLE XI
DEFAULT / TERMINATION

11.01 MPI Default. The occurrence of the following shall constitute a "Default" by MPI under this Comprehensive Agreement: Failure by MPI to observe or perform in any material respect any material covenant, agreement, condition, or provision of this Comprehensive Agreement, if such failure continues for thirty (30) days after written notice thereof has been delivered by CITY to MPI; provided, however, that MPI will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, MPI commences such cure and diligently proceeds to complete the same thereafter. However, in no event shall a cure period for a Default continue for more than one hundred and eighty (180) days.

11.02 CITY Default. In the event of any failure by CITY to observe or perform any material covenant, agreement, condition, or provision of this Comprehensive Agreement wherein MPI'S remedies on account thereof are not otherwise specifically provided for in this Comprehensive Agreement, and if such failure shall continue for thirty (30) days after written notice thereof has been delivered by MPI to CITY, then CITY will be deemed to be in Default hereunder; provided, however, that CITY will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, CITY commences such cure and diligently proceeds to complete the same thereafter. However, in

no event shall a cure period for a Default continue for more than one hundred and eighty (180) days.

11.03 Insolvency or Bankruptcy. Subject to the provisions hereof respecting severability, should MPI at any time during the Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of MPI, or an assignment of MPI for the benefit of creditors, or any action taken or suffered by MPI under any insolvency, bankruptcy, or reorganization act, such action shall, at CITY's option, constitute a breach and default of this Comprehensive Agreement by MPI and MPI agrees to provide adequate protection and adequate assurance of future performance to the CITY, which will include, but not be limited to the following:

(a) All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above that shall include all costs and attorneys' fees expended by the CITY to the date of curing the default.

(b) All obligations of MPI must be performed in accordance with the terms of this Comprehensive Agreement.

If at any time during the pendency of the bankruptcy proceeding MPI or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Comprehensive Agreement, or fails to cure any pre-filing default, MPI HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE CITY TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C.§ 362 TO ENFORCE ITS RIGHTS UNDER THIS COMPREHENSIVE AGREEMENT AND UNDER STATE LAW.

11.04 Cessation of Use by MPI. If, at any time during the Initial Term (and any Renewal Term), MPI ceases to permanently operate the Park Site as described in ARTICLE VI hereof, such event will constitute a "Cessation of Use" of the Park Site by MPI. Notwithstanding anything to the contrary contained in this Comprehensive Agreement, a Cessation of Use of the Park Site by MPI will entitle CITY to terminate this Comprehensive Agreement by giving MPI sixty (60) days' written notice of termination. MPI will have sixty (60) days after receipt of the aforementioned notice of termination to renounce the Cessation of Use by confirming to CITY its intention to continue to use the Park Site during the Term in the manner described in ARTICLE VI hereof and in fact demonstrating that it is reasonably complying with its operational covenant A termination pursuant to the provisions of this Section 10.03 will become effective upon the expiration of MPI's one hundred twenty (120) day cure period, or its repeated failure to demonstrate that it is reasonably complying with its operational covenant as provided by this Section after notice by CITY. Notwithstanding the foregoing, a "Cessation of Use" resulting from a Force Majeure Event, shall not constitute a "Cessation of Use" under this Comprehensive Agreement.

11.05 Notices; Disputed Defaults; Immediate Relief for Certain Defaults.

(a) Notices. If a party believes in good faith that the other party has breached any of its material obligations under this Comprehensive Agreement, is in Default as provided in Sections 11.01, 11.02 or 11.03, or has failed to cure a previously noticed Default, the Non-Defaulting Party shall promptly notify the Defaulting Party in writing of the nature of the breach, Default or failure to cure.

(b) Disputed Defaults. Except as otherwise provided herein, whenever a notice asserting a breach, Default or failure to cure is provided, the Defaulting Party shall notify the Non-Defaulting Party in writing, within 10 days after receiving the Non-Defaulting Party's notice, if the Defaulting Party disputes the assertion that it is in Default, or asserts that it has cured a previously noticed Default in accordance with this ARTICLE XI.

11.06 Remedies; Nature of Relief; Defenses.

(a) If a party is in Default as provided in this ARTICLE XI, the Non-Defaulting Party may enforce this Comprehensive Agreement and obtain legal or equitable relief for the Default in a court of competent jurisdiction in accordance with the venue provision contained in this Comprehensive Agreement

(b) Defenses. The Defaulting Party shall be entitled to defend all claims, assertions, and requests for relief by the Non-Defaulting Party, and may raise all legal and equitable counterclaims and defenses as may be available to the Defaulting Party under this Comprehensive Agreement or applicable law, except as otherwise provided herein.

11.07 No Waiver. The failure by MPI or CITY to insist in any one or more instances upon the other party's strict performance of any of its obligations under this Comprehensive Agreement shall be limited to that particular instance and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations. No waiver by MPI or CITY of any provision of this Comprehensive Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of CITY or by an officer of MPI.

ARTICLE XII
FORCE MAJEURE

12.01 Force Majeure shall mean any fire or other casualty, an act of God, war, act(s) of terrorism, riots, pandemics, strikes, labor disputes, lockouts, or boycotts, and intervention by civil or military government authorities or any other causes whatsoever beyond the control of the parties. Notwithstanding the foregoing, the legislative acts of CITY or the County of Broward or the State of Florida, shall not constitute a Force Majeure. If a Force Majeure prohibits or prevents a party, whether directly or indirectly, from performing any of its obligations under this Comprehensive Agreement, such party shall be excused from such performance until the Force Majeure terminates or is removed. During such period of prevention or prohibition, the parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure as promptly as reasonably possible.

ARTICLE XIII
REPRESENTATIONS AND WARRANTIES

13.01 Representations by MPI. MPI represents and warrants, as of the Effective Date and at all times during the Term of this Comprehensive Agreement, as follows:

(a) Legal Entity; Good Standing. MPI is a limited liability company validly existing and in good standing under the laws of the State of Florida and is duly authorized to conduct business in the State of Florida.

(b) Authority; No Limitation on Ability to Perform. MPI is duly authorized and has the power and authority to enter into this Comprehensive Agreement and to carry out and perform each of its obligations under this Comprehensive Agreement. No provision of any charter or by-law or partnership agreement of MPI shall in any way prohibit, limit or otherwise affect the right or power of MPI to perform its obligations under this Comprehensive Agreement.

(c) Valid Execution. The execution of this Comprehensive Agreement by MPI has been duly and validly authorized by all necessary corporate action in accordance with MPI'S corporate documents, and this Comprehensive Agreement is a valid and binding obligation of MPI, enforceable against MPI in accordance with its terms.

13.02 Representations by CITY. CITY represents and warrants, as of the Effective Date and at all times during the Term of this Comprehensive Agreement, as follows:

(a) Body Corporate and Politic. CITY is a validly existing Florida municipal corporation.

(b) Valid Execution. The execution of this Comprehensive Agreement by CITY has been duly and validly authorized by CITY, and this Comprehensive Agreement is a valid and binding obligation of CITY, enforceable against CITY in accordance with its terms.

ARTICLE XIV
MISCELLANEOUS

14.01 Taxes, Use Charges and Surcharges.

(a) The parties acknowledge that the Park Site is presently deemed to be exempt from Property Taxes. It is the intent of the parties that the Qualified Project (land and improvements) and the Park Site be exempt from ad valorem taxes throughout the Term of this Comprehensive Agreement. For purposes of this Comprehensive Agreement, "Property Taxes" shall mean all ad valorem real estate taxes and special assessments that are levied against the Building or the Park Site by any taxing authority, including, but not limited to, CITY, the County of Broward, the State of Florida, the School Board of Broward County, special districts, and authorities, so long as such tax is based upon or measured by the valuation of the Buildings or the Park Site.

(b) In the event that MPI is assessed any Property Taxes or it is determined by any competent authority that the Buildings or the Park Site is subject to Property Taxes, then MPI shall have the right to challenge such assessment/imposition to the fullest extent permitted by law, and CITY agrees to support any such appeal at the request of MPI. The parties recognize that MPI'S use of the Park Site serves a public purpose. Accordingly, if, after the exhaustion of all appeals, MPI is required by a court of competent jurisdiction to pay Property Taxes, or a court of competent jurisdiction enters a final judgment ruling that Property Taxes are due on the Buildings or the Park Site. MPI shall pay the Property Taxes imposed. In the event that any action is initiated by any person or entity contesting the legality of any of the provisions of this Paragraph or any terms or provisions included in any subsequent agreement between or among the MPI and CITY related to Property Taxes, MPI shall defend at MPI'S expense, counsel being subject to CITY'S approval, and indemnify, and hold harmless CITY against any such action(s) at no cost or expense to CITY. MPI acknowledges and agrees that in the event a court of competent jurisdiction, after the exhaustion of all appeals, determines that this Paragraph or any terms or provisions included in any subsequent agreement among MPI and CITY related to Property Taxes is not enforceable, MPI shall be responsible for the payment of Property Taxes. Furthermore, nothing contained in this Section 14.01 shall prevent MPI from seeking reimbursement or contribution from any third party for any Property Taxes paid by MPI.

14.02 Marketing/Promotion. MPI intends to enter into agreements between MPI and third-parties with regard to marketing and promotional opportunities for events held at the Park Site. CITY, subject to CITY'S exercise of CITY'S sole discretion, agrees to assist MPI with offsite signage including traffic signs and directional signage, and include MPI and the Park Site in appropriate marketing and tourism materials and information and public relations campaigns, related to events held at the Park Site.

14.03 License. This Comprehensive Agreement shall be deemed to be a use agreement in the nature of a license, and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Comprehensive Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Comprehensive Agreement shall not establish a landlord-tenant relationship between the parties. This Comprehensive Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.

14.04 Title. CITY has title to the Park Site and shall have immediate title to all Improvements thereon.

14.05 Public Records. All records made or received by CITY in connection with this Comprehensive Agreement shall be public records subject to public inspection and copying pursuant to the Florida public records law absent an applicable statutory exemption. Florida public records laws shall apply to records made or received by MPI in its capacity as a private entity acting on behalf of any public agency absent an applicable statutory exemption. MPI shall defend at MPI'S expense, counsel being subject to CITY'S approval, and indemnify and hold harmless CITY and CITY'S officers, employees, and agents against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award

of attorney fees, that may arise out of or be occasioned by CITY'S treatment of any records as public records, and against any and all claims, losses, fines, penalties, judgments, third party claims, and damages, including any award of costs and any award of attorney fees, that may arise out of or be occasioned by CITY'S or MPI'S treatment of any records as exempt from disclosure.

14.06 Assignment. Subject to CITY'S prior written consent, through approval by the City Commission, MPI may assign this Comprehensive Agreement at any time to any other Park franchise; provided that, such assignee shall be responsible for the performance of all MPI'S obligations under the terms of this Comprehensive Agreement. Nothing in this Section 14.06 shall limit or diminish MPI'S rights to grant use to all or part of the Park Site to any party in accordance with the terms of this Comprehensive Agreement during its Term.

14.07 Binding effect; No third party rights. This Comprehensive Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. 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 Comprehensive Agreement. Neither of the Parties intends to directly or substantially benefit a third-party by this Comprehensive Agreement. The Parties agree that there are no third-party beneficiaries to this Comprehensive Agreement and that no third-party shall be entitled to assert a claim against any of the Parties based upon this Comprehensive 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.

14.08 Surrender of the Site, Upon the expiration or earlier termination of this Comprehensive Agreement, MPI shall peaceably surrender the Park Site to CITY in good order and in the same condition as on the date on which a certificate of occupancy is issued for the Park Site, ordinary wear and tear excepted. Upon the expiration or termination of this Comprehensive Agreement, MPI shall immediately remove all personal property owned by MPI and which MPI are permitted or required to remove from the Park Site under the provisions of this Comprehensive Agreement.

14.09 Time of the Essence. As described herein, time is of the essence as to the Qualified Project and the terms and conditions of this Comprehensive Agreement.

14.10 Further Assurances. MPI and CITY shall each execute, acknowledge and deliver, after the execution of this Comprehensive Agreement, without additional consideration, such further assurances and shall take such further actions as MPI and CITY shall reasonably request of the other in order to fulfill the intent of and the transactions contemplated by this Comprehensive Agreement.

14.11 Consents. No consent or approval by CITY or MPI required under the terms of this Comprehensive Agreement shall be valid unless it is signed by an authorized officer of the party giving such consent or approval. In all instances where the consent or approval of CITY or MPI is required with respect to any decision or action of the other party, such consent, approval or concurrence shall not be withheld unreasonably. Notwithstanding the foregoing, either party shall be entitled to withhold its consent or approval on a matter that is left to that party's sole discretion

as provided elsewhere in this Comprehensive Agreement. If either party withholds its consent or approval in response to a request from the other party for such consent or approval, the party disapproving the matter in question shall, simultaneously with their response, state in writing its reasons for such disapproval, unless the matter in question is one of the matters expressly left to that party's sole discretion as provided elsewhere in this Comprehensive Agreement.

14.12 Legal Review; Construction. The Parties hereby acknowledge that this Comprehensive Agreement is the product of negotiation between the Parties and their respective legal counsel and that no provision of this Comprehensive Agreement shall be construed against a party solely because that party or that party's counsel drafted such provision.

14.13 Calculation of Time. Whenever any provision of this Comprehensive Agreement requires or permits any act or decision to be performed or made within a specified period of time, the day of the act or event from which the designated time period begins to run shall not be included in computing such time period. The last day of such period shall be included, unless it is a Saturday, Sunday, or a legal holiday in the State of Florida, in which case the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of Florida. All notice and other time periods shall expire as of 5:00 p.m. Eastern Standard Time on the last day of the notice or other period.

14.14 No Waiver of Sovereign Immunity. Nothing contained in this Comprehensive Agreement is intended to serve as a waiver of sovereign immunity by CITY.

14.15 Non-Discrimination. MPI shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Comprehensive Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

14.16 Severability. If any provision of this Comprehensive Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Comprehensive Agreement, or the application of the remainder of. the provisions, shall not be affected. Rather, this Comprehensive Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Comprehensive Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Comprehensive 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 Comprehensive Agreement, unless otherwise expressly provided. All terms and words used in this Comprehensive 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.

14.17 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 Comprehensive 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.

14.18 Governing Law. This Comprehensive 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 Comprehensive 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 Comprehensive 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 Comprehensive Agreement, CITY and MPI hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Comprehensive Agreement or any acts or omissions in relation thereto.**

14.19 Scrutinized Companies. As a condition to the effectiveness of this Comprehensive Agreement and as a condition to any renewal of this Comprehensive Agreement, MPI certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The CITY may terminate this Comprehensive Agreement at the CITY'S option if MPI is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

14.20 Notice. Whenever any party desires to give notice to any other party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

CITY:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: City Manager (gchavarria@fortlauderdale.gov)

With a copy to:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Attorney (ABoileau@fortlauderdale.gov)

MPI:

Brad Tuckman
516 Mola Avenue
Fort Lauderdale, FL 33301

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IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Comprehensive Agreement to be effective as of the day and year first set forth above.

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria, City Manager

ATTEST:

_____
David R. Soloman, City Clerk

APPROVED AS TO FORM:

_____
Alain E. Boileau, City Attorney

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of_____, 2022 by Greg Chavarria**,** City Manager of the City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(SEAL)

_____
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK]

MPI INITIATIVE LLC

By: _____
Name:
Title:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of_____, 2022 by _____. He is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(SEAL)

_____
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

_____
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

EXHIBIT A

SKETCH AND LEGAL DESCRIPTION OF A PORTION OF SW 1/4 OF SECTION 22, TWP 50S, RGE 42E, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST ONE QUARTER OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 22, AS SHOWN ON THE RIGHT OF WAY MAP BOOK 12, PAGE 41, OF THE BROWARD COUNTY PUBLIC RECORDS, THENCE RUN ALONG THE WEST LINE OF SAID SOUTHWEST ONE QUARTER OF SECTION 22 S01 06'28"E FOR A DISTANCE OF 148.94 FEET TO THE **POINT OF BEGINNING** THENCE RUN N89°02'37"E FOR A DISTANCE OF 50.88 FEET TO A POINT; THENCE RUN N26°37'00"E FOR A DISTANCE OF 48.72 FEET TO A POINT; THENCE RUN N77°56'21"E FOR A DISTANCE OF 41.79 FEET TO A POINT; THENCE RUN S83°00'27"E FOR A DISTANCE OF 41.81 FEET TO A POINT; THENCE RUN N81°09'57"E FOR A DISTANCE OF 30.37 FEET TO A POINT; THENCE RUN N80°51'02"E FOR A DISTANCE OF 31.81 FEET TO A POINT; THENCE RUN S89°16'59"E FOR A DISTANCE OF 28.29 FEET TO A POINT; THENCE RUN N79°40'12"E FOR A DISTANCE OF 59.25 FEET TO A POINT; THENCE RUN N54°21'35"E FOR A DISTANCE OF 128.04 FEET TO A POINT;

(CONTINUED ON SHEET 2)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE WEST LINE OF SECTION 22, HAVING A BEARING OF N01°06'28"W, AS PER R/W MB 12, PG 41
2. THIS IS NOT A SURVEY: THIS EXHIBIT WAS PREPARED FROM RECORDED DOCUMENTS AND SKETCHES PROVIDED BY OTHERS ONLY; NO FIELDWORK WAS PERFORMED IN THE PREPARATION OF THIS EXHIBIT.
3. ALL COORDINATES AND DIMENSIONS ARE U.S. SURVEY FEET (12 METERS = 39.37 FEET)
4. THIS EXHIBIT CONSISTS OF 3 PAGES, AND IS NOT VALID WITHOUT ALL PAGES.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT HAS BEEN MADE UNDER MY DIRECTION, AND COMPLIES WITH STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM J WRIGHT, PhD, P.S.M.
LICENSE NO. 6868, STATE OF FLORIDA
ELECTRONIC VERSION SIGNED AND SEALED BY WILLIAM J WRIGHT, PhD, P.S.M., ON DATE SHOWN, USING AN SHA-1 AUTHENTICATION CODE.

PAPER COPIES NOT VALID WITHOUT ORIGINAL INK SIGNATURE AND RAISED SEAL.

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=200'	DATE:	10/14/2022
JOB NO.	22-0172	PAGE	1 OF 3

SKETCH AND LEGAL DESCRIPTION OF A PORTION OF SW 1/4 OF SECTION 22, TWP 50S, RGE 42E, BROWARD COUNTY, FLORIDA

(CONTINUED FROM SHEET 1)

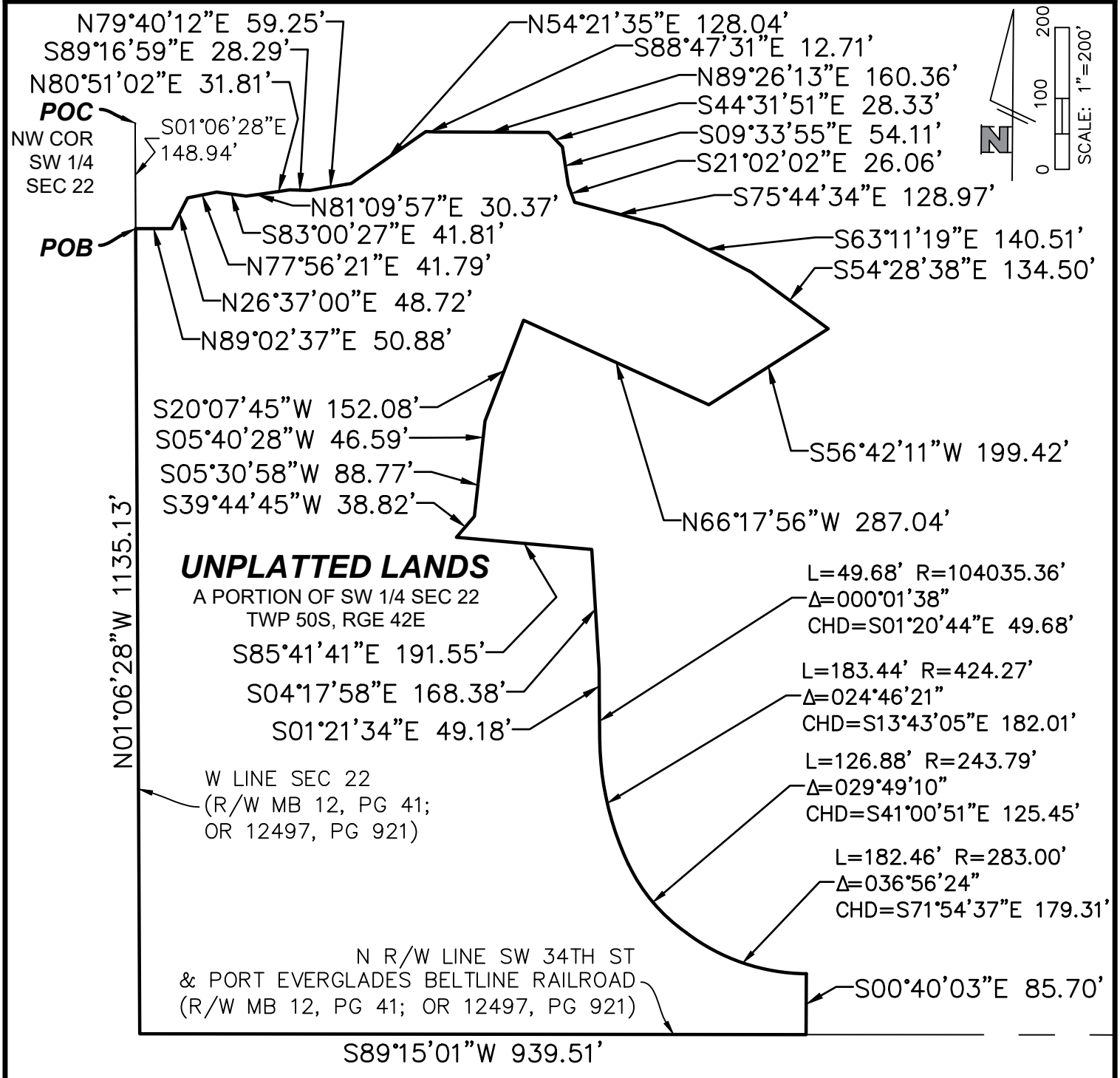
THENCE RUN S88°47'31"E FOR A DISTANCE OF 12.71 FEET TO A POINT; THENCE RUN N89°26'13"E FOR A DISTANCE OF 160.36 FEET TO A POINT; THENCE RUN S44°31'51"E FOR A DISTANCE OF 28.33 FEET TO A POINT; THENCE RUN S09°33'55"E FOR A DISTANCE OF 54.11 FEET TO A POINT; THENCE RUN S21°02'02"E FOR A DISTANCE OF 26.06 FEET TO A POINT; THENCE RUN S75°44'34"E FOR A DISTANCE OF 128.97 FEET TO A POINT; THENCE RUN S63°11'19"E FOR A DISTANCE OF 140.51 FEET TO A POINT; THENCE RUN S54°28'38"E FOR A DISTANCE OF 134.5 FEET TO A POINT; THENCE RUN S56°42'11"W FOR A DISTANCE OF 199.42 FEET TO A POINT; THENCE RUN N66°17'56"W FOR A DISTANCE OF 287.04 FEET TO A POINT; THENCE RUN S20°07'45"W FOR A DISTANCE OF 152.08 FEET TO A POINT; THENCE RUN S05°40'28"W FOR A DISTANCE OF 46.59 FEET TO A POINT; THENCE RUN S05°30'58"W FOR A DISTANCE OF 88.77 FEET TO A POINT; THENCE RUN S39°44'45"W FOR A DISTANCE OF 38.82 FEET TO A POINT; THENCE RUN S85°41'41"E FOR A DISTANCE OF 191.55 FEET TO A POINT; THENCE RUN S04°17'58"E FOR A DISTANCE OF 168.38 FEET TO A POINT; THENCE RUN S01°21'34"E FOR A DISTANCE OF 49.18 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S01°20'44”E, 49.68 FEET, AND A RADIUS OF 104,035.36 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°01'38", AN ARC DISTANCE OF 49.68 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S13°43'05”E, 182.01 FEET, AND A RADIUS OF 424.27 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°46'21", AN ARC DISTANCE OF 183.44 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND, HAVING A CHORD BEARING AND DISTANCE OF S41°00'51”E, 125.45 FEET, AND A RADIUS OF 243.79 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°49'10", AN ARC DISTANCE OF 126.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S71°54'37”E, 179.31 FEET, AND A RADIUS OF 283.00 FEET, TO WHICH A RADIAL LINE BEARS S36°33'35"E; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°56'24", AN ARC DISTANCE OF 182.46 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S00°40'03"E FOR A DISTANCE OF 85.7 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PORT EVERGLADES BELTLINE RAILROAD AS SHOWN ON SAID RIGHT OF WAY MAP BOOK 12, PAGE 41; THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE S89°15'01"W FOR A DISTANCE OF 939.51 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 22; THENCE RUN ALONG SAID WEST LINE OF SECTION 22 N01°06'28"W FOR A DISTANCE OF 1,135.13 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS CONTAINING 19.291 ACRES, MORE OR LESS.

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=200'	DATE:	10/14/2022
JOB NO.	22-0172	PAGE	2 OF 3

SKETCH AND LEGAL DESCRIPTION OF A PORTION OF SW 1/4 OF SECTION 22, TWP 50S, RGE 42E, BROWARD COUNTY, FLORIDA



ABBREVIATIONS LEGEND

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING
SEC=SECTION
TWP=TOWNSHIP
RGE=RANGE
L =ARC LENGTH
R =RADIUS
Δ =INTERIOR ANGLE
CHD=CHORD
R/W =RIGHT OF WAY
MB =MAP BOOK
OR =OFFICIAL RECORDS BOOK
PG =PAGE
LB =LICENSED BUSINESS
PSM=PROFESSIONAL SURVEYOR & MAPPER

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=200'	DATE:	10/14/2022
JOB NO.	22-0172	PAGE	3 OF 3

EXHIBIT B

MY PARK
INITIATIVE

Pickleball at Snyder Park

UNSOLICITED PROPOSAL TO DESIGN, CONSTRUCT, OCCUPY, OPERATE, AND MAINTAIN A PICKLEBALL FACILITY AND OTHER AMENITIES TO SUPPORT IT AT A PORTION OF SNYDER PARK ON THE WEST SIDE SOUTH OF THE LAKE.

Presented to the City of Fort Lauderdale

CITY OF FORT LAUDERDALE

1) Unsolicited Proposal to City of Fort Lauderdale
2) Exhibit A - Resolution 13-187
3) Exhibit B - My Park Initiative, LLC – The Case for Pickleball
4) Exhibit C - UBS Letter of Recommendation
5) Exhibit D - Enlarged Site Plan

1) Unsolicited Proposal to City of Fort Lauderdale

Ellyn Setnor Bogdanoff, Esq.
Shareholder
Phone: (954) 364-6005 Fax: (954) 985-4176
ebogdanoff@beckerlawyers.com

Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

August 30, 2021

Via E-Mail and Hand Delivery

The Honorable Dean Trantalis, Heather Moraitis, Steven Glassman,
Robert McKinzie, and Ben Sorensen
City Manager Chris Lagerbloom
City Attorney Alain E. Boileau
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale FL 33301

Re: Section 255.065, Florida Statues – My Park Initiative LLC Unsolicited Proposal to Design, Construct, Occupy, Operate, and Maintain a Pickleball facility and other amenities to support it at a portion of Snyder Park on the west side south of the lake.

Dear Mayor Trantalis, Vice Mayor Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen, Mr. Lagerbloom, and Mr. Boileau:

I represent My Park Initiative LLC, ("My Park"), an entity formed to support America and Fort Lauderdale's fastest growing sport, pickleball. The attached proposal is submitted pursuant to Section 255.065, Florida Statutes, which provides for unsolicited proposals for qualifying projects. A qualifying project is defined, in part, as:

> ***A facility or project that serves a public purpose, including****, but not limited to, any ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or project, fuel supply facility, oil or gas pipeline, medical or nursing care facility,* ***recreational facility, sporting*** ***or*** *cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution,* ***or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity;*** (Emphasis added)

Overview and Background of the Project:

The Project:

My Park will design, build, and finance a 37 court pickleball facility nestled in the west portion of Snyder Park on approximately 8 acres, which will be used by City residents and guests. It will include other amenities that will attract tournaments, local players, and their families, as well as tourists. The project will include 32 community courts, 4 champion courts, 1 center court, a clubhouse with locker rooms, open play area for kids, a refurbished and repurposed train station, and a redesign of the lake area to include a beach and locally run restaurant. *Pickleball at Snyder Park* will be a destination where residents and tourists can spend the day enjoying various activities. It will be a one-of-a-kind project that will make Fort Lauderdale proud. The goal of choosing Snyder Park is to provide a community versus an institutional feel. Unlike many other sports, pickleball is a pick-up sport. It does not require the formality of finding a partner or putting together a team. It is a sport that truly brings the community together.

Attached, as Exhibit B, is My Park's vision, which provides more detail regarding the layout, statistics, and usage of the property.

The Location:

The western portion of Snyder Park south of the lake where this project is proposed is currently being used as a compost site. It is the only licensed compost facility in Broward and is housed in one of the most beautiful parks and best kept secrets in Fort Lauderdale. In 1966 Byron F. Snyder donated the land to the City of Fort Lauderdale ***exclusively*** for use as a public park. The park has gone through many phases serving the residents of Fort Lauderdale, but it is under-utilized. The Park's Bond proposes $6,613,000.00 in upgrades but none of the upgrades touch the area of the park that My Park has identified as the perfect spot for *Pickleball at Snyder Park.* Clearly, the compost operation should be moved to a more appropriate site and we have identified several properties where this operation is better suited.

The Game:

Fort Lauderdale recognized the potential of pickleball for its residents and converted 2 tennis courts at Hardy Park in 2013 to pickleball courts and later converted one roller rink at Holiday Park into 6 dedicated pickleball courts, which thrust Fort Lauderdale into becoming the premier pickleball spot in Broward County. The game was in its infancy. Flash forward and pickleball courts were the highest requested item in the 2020 Fort Lauderdale Parks & Recreation Bond Fund Community input survey. The City strategy for expansion of the sport is to overlay pickleball lines

on tennis courts across the City as well as converting 2 tennis courts at Sunrise Middle School to 6 dedicated pickleball courts. The Sunrise Middle courts will have limited use during the day. There are currently over 500 residents playing pickleball with over 100 playing daily at Holiday Park, and the potential for many more. The current City strategy does not provide the appropriate atmosphere and does not recognize the interest, dynamics of the game, or the potential for Fort Lauderdale to be a destination for pickleball players throughout the County and beyond. The game has matured, and it is here to stay for many reasons outlined in My Park's vision. It is time to provide Fort Lauderdale with a premier pickleball facility that respects and provides a community experience.

The Partnership:

My Park proposes to pay for the design, construction, and maintenance of all components of the facility pursuant to a comprehensive agreement with the City of Fort Lauderdale. The improvements in the site will provide a significant public benefit while the City maintains ownership of the facility. The proposed state-of-the art pickleball facility that will serve the growing local pickleball community and take advantage of the game's growing interest as a tournament/Olympic recognized sport at no cost to the City. The agreement is for a period of 50 years and will define the obligations and responsibilities of each party.

The Non-Profit:

My Park will manage the operations of the facility and a percentage of the profits, with a minimum guaranteed amount, will be placed in an established non-profit and invested back into the park. Pickleball is a game for everyone and although there will be "free" courts peppered throughout the City, everyone should have the opportunity to play in a world class facility. This non-profit will establish a 5-year strategic plan and work with the City to enhance Snyder Park and the experience created by this project. Part of the plan will include pickleball scholarships and other opportunities for those that qualify.

Unsolicited Proposal under the Public-Private Partnership Statute:

Section 255.065(1)(j) defines the City of Fort Lauderdale as a "responsible public entity" and is authorized to develop or operate a qualifying project. Furthermore, section 255.065(3) permits the City to receive an unsolicited proposal for a qualifying project and establish a submission fee for same. The City established its fee pursuant to Resolution 13-187 (attached as Exhibit A) at $25,000.00, which is included in this submission.

As required by statute, before approving a comprehensive agreement, the City must determine if the proposed project is:

1. In the public's best interest.
2. Is for a facility that is owned by the responsible public entity.
3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of a material default or cancellation of the comprehensive agreement.
4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purpose.
5. Will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

As previously stated, there is a significant increase in demand for pickleball courts. The demand is growing faster than the City can build new courts or re-engineer tennis courts. Pickleball attracts a diverse group of players and one that can be played by all ages, which makes it an attractive addition to help our citizens maintain a positive exercise routine. This facility will also host tournaments and can be a significant economic development driver for the City.

This project will be nestled in the City owned Snyder Park in a remote area that is currently being used as a compost site. The compost site will be relocated to a more appropriate location prior to breaking ground on the facility, and the investment team has ample resources to complete the project.

The City is attempting to place pickleball courts in various locations, mostly by converting existing tennis courts. Although this allows more play, it doesn't honor the nature of this sport as a social, pick-up game. Snyder is an expansive park with opportunity to add capacity which will allow more of our community players to engage in play.

Again, Exhibit B provides greater clarity on the vision of My Park team and further illustrates how this unsolicited proposal supports the requirements of Section 255.065, Florida Statutes.

Bottom Line:

My Park is excited to bring this opportunity to Fort Lauderdale. The demand for pickleball is high and this project will revitalize an under-utilized public park in a location that provides a unique opportunity to create a public facility that will be a destination for families, tourists, and pickleball

players. It will provide a community gathering spot and its proximity to the airport is ideal for tournament play.

If you have any questions or if I can provide additional information, please do not hesitate to contact me.

Sincerely,

Ellyn Setnor Bogdanoff
For the Firm

ESB/cl
Enclosure

2) Exhibit A
Resolution 13-187

RESOLUTION NO. 13-187

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, ESTABLISHING AN APPLICATION FEE FOR UNSOLICITED PROPOSALS PURSUANT TO SECTION 287.05712, FLORIDA STATUTES (2013).

WHEREAS, the Florida Legislature enacted Section 287.05712, Florida Statutes (2013), to provide for public private partnerships; and

WHEREAS, Subsection 287.05712(4)(a), Florida Statutes (2013), provides:

> The responsible public entity may establish a reasonable application fee or the submission of an unsolicited proposal under this section. The fee must be sufficient to pay the costs of evaluating the proposal. The responsible public entity may engage the services of a private consultant to assist in the evaluation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. There is hereby established an application fee for the submission of an unsolicited proposal to the City of Fort Lauderdale, which fee must be sufficient to pay the costs of evaluating the proposal, including those of a private consultant to assist in the evaluation.

SECTION 2. The City shall require an initial deposit of twenty-five thousand dollars ($25,000.00) toward the application fee. Additional fees may be charged based on the nature of the proposal and the complexity of the review required. The estimated application fee shall be paid prior to the City's further evaluation of the proposal. The City shall refund any portion of the application fee deposit that exceeds the City's costs of evaluating the proposal.

SECTION 3. That if any clause, section or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed.

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 1st day of October, 2013.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

ASST City Clerk
~~JONDA K. JOSEPH~~
JEFFREY MODARELLI

L:\COMM2013\Resos\October 1\13-187.doc

3)Exhibit B
My Park Initiative, LLC
The Case for Pickleball

MY PARK
INITIATIVE

Pickleball at Snyder Park

Fort Lauderdale is America's favorite urban center to LIVE, WORK, PLAY & VACATION.

In that spirit, "My Park Initiative" proposes to build the premier place to play pickleball and be the go to destination for the sport.

Public **Need**

- Existing Court count is insufficient for the demand
- Long wait times to play
- 10 players alternating on a four person court
- Sunrise Middle's courts have limited play hours
- Limited courts discourage new players
- Experienced players are leaving the city to play
- Game duration & social nature requires large density of courts in one location
- Pickleball Community feels ignored
- Pickleball was the top sports priority for improvement in the recent Park & Recreation community survey

Public + Private Solution

Built By Locals For Locals

Fort Lauderdale is one of America's favorite small cities and urban centers to live, work, play and vacation. With Fort Lauderdale's "My Park Initiative", we will build the premier and most exciting place in the country to play pickleball and be the go to destination for the sport. Along side we will build, fund, support, and run a Not for Profit that will focus on Snyder Park enhancements and programs for local youth, special needs, and seniors.

Every structure, every court built, and every program implemented is for our local community.

After all, we live here too.

Snyder **Park**

"My Park Initiative" will return Snyder Park's Lake Front Beach to what it once was.

Today: View from i595

Photo circa 1980s

Aerial **View**

- Composting Mound spanning 2 acres & 25’ tall
- Plastic, Micro Plastic, Garbage
- Beach / Lake was Historically Swimmable

One of the country's first urban + green space pickleball destinations located in the heart of Fort Lauderdale. Nestled within a 92 acre, 55 year old nature park surrounded by native Florida foliage, just minutes from an international airport, cruise terminal, hotels, downtown core, and local residences.

Planned Amenities

Fort Lauderdale **Pickleball Club**

37 Tournament Grade Pickleball Courts TTL
- 1 Center Court "Stadium"
- 4 Elite + Wheelchair Courts
- 8+ Shaded Courts for All Day Play

Clubhouse
Locker Rooms
Training Center
Pro Shop

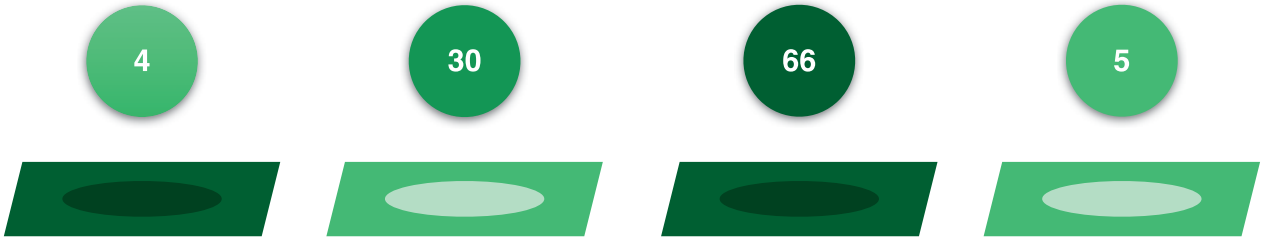
Lake **House**

Bocce Courts
Shuffle Board Courts
Beach Volleyball
Corn hole + other outdoor activities
Natural shaded lake side experience
Portable Special Event Stage
Pop Up Art Shows within the "Lake House Art Lounge"
Restaurant

Snyder **Park**

"My Park Not For Profit" - Not for Profit Established
Inform, Educate, & Elevate Mental & Physical Fitness
Adopt Snyder Park - phase 1 proof of concept
In partnership with City Parks & Rec

New **Jobs**



My Park
Not For Profit
1 Director
3 Part Time Support
100+ Volunteers

Fort Lauderdale
Pickleball Club
6 Full Time
24 Part Time
100+ Volunteers

Lake House
16 Full Time
60 Part Time

Marketing & Events
2 Full Time
3 Freelance Specialists
100+ Volunteers (Non PB Events)

Plus additional jobs within the city local businesses due to increased revenue per CVB revenue projections.

Above jobs are estimated and accurate to industry standard for like businesses.

My Park Initiative at Snyder Park

MY PARK INITIATIVE
A PUBLIC + PRIVATE COMMUNITY PROJECT
FORT LAUDERDALE, FLORIDA

Preliminary Layout Concept

- 37 Pickleball Courts
- Training Center + Clubhouse
- Bocce & Shuffle Board Courts
- Restored Historic Train Station
- Revitalized Lake Front Promenade
- Lake House Restaurant
- My Park FTL Base of Operations
- Youth, Senior, Special Needs Programs
- Nationally Recognized Best In Class Facility
- Local & Tourist Destination
- Television Broadcast Ready
- Fort Lauderdale: The Best Place to Live & Play Pickleball

My Park **Not for Profit**

NOT FOR PROFIT ESTABLISHED
Funded & Staffed by Our Park Initiative

VOLUNTEER PROGRAM
Local Residents that congregate regularly at parks are more connected with the community.

YOUTH & SENIOR PROGRAMS
Nature, fitness, mental health. Laugh, Learn, Live Well.

ENHANCE & ELEVATE
Ongoing enhancements for: Dog Park, Bike Trail, Lake Amenities, Shelters, Planting and Clearing

Leagues / Events / Tournaments for:
Bike Trail, Disc Golf, Volleyball…

Not for profit established to increase community involvement, fundraising, youth / senior programs, and supporting the enhancement of Snyder Park.

My Park **Programs**

Youth Development

After School & Summer Programs
In School Activities
Community Service Hours

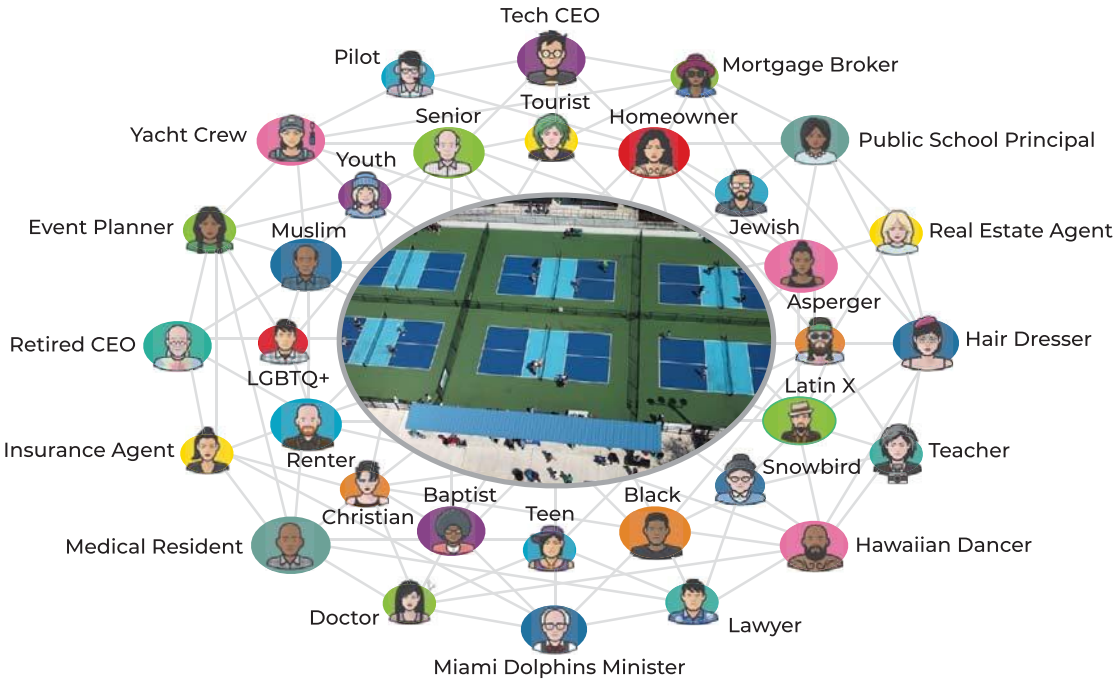
Senior Activities

Mental and Physical Wellness Programs
Non Sport Activities on Site
Volunteer Programs

Special Needs + Physical Disabilities

Pickleball & Snyder Park Activities
Mental and Physical Wellness Programs
International Destination for Tournaments & Events

Community Sport



Strategic **Plan**

Infrastructure
Build a sustainable and resilient community.
Objective: Grow and enhance the urban forest

Public Places
Build a healthy and engaging community.
Objective: Offer a diverse range of recreational and educational programming

Neighborhood Enhancement
Build a thriving and inclusive community of neighborhoods
Objective: Create a continuum of education services and support

Business Development
Build an attractive global and local economic community marketplace.
Objective: Create a responsive and proactive business climate to attract emerging industries

best place to work, live, play and vacation

PRESS PLAY FORT LAUDERDALE 2024
FOCUS AREAS, GOALS, & OBJECTIVES REFERENCE GUIDE

"My Park Initiative"
Delivers On Fort Lauderdale's
Community Objectives

VISIT LAUDERDALE
EVERYONE UNDER THE SUN

Leverage existing events to add additional room nights and restaurant visits.

Pickle & Cruise

- Pre & Post Cruise Stays = Heads in Beds
- Cruise ship related events / tournaments
- Cruise sponsored & reserved courts for passengers
- Locker Storage while at our park
- Airport Shuttle

Incremental **Events**

- Tortuga Music Festival
- Winterfest
- Wine and Music Festivals
- International Boat Show
- Any South Florida Event

Economic **Impact**

	Day Attendees	Overnight Attendees	Annual Revenue Local Businesses
National Tournament	500	1500	$1,838,272 *1
Regional Tournaments (2)	600	1400	$1,731,130
Local Tournaments (Ongoing)	1680	720	$962,384
Sportcations	0	500	$832,246
Cruise Extended Stay Pre / Post Trip	0	1500	$2,670,177 *2

**1 Naples, Florida comparison: 2000 Participants from 48 states and 13 countries. 500 volunteers and 50,000 attendees over a seven day span. These above projections are conservative.*

**2 4M Passengers, 1% play pickleball, 3% attend, 1.2 people /room*

$8,034,209

Annual revenue projections for local businesses within Fort Lauderdale. “My Park” Revenue is additional to this figure.

GREATER FORT LAUDERDALE CVB

All projections have been validated by the CVB utilizing “The Destinations International Calculator”

LOCAL • REGIONAL • NATIONAL

Local, regional, & National events hosted within Snyder Park will drive visitors to the city.

Our Team

Brad Tuckman

Fort Lauderdale Resident

In 1997, My wife, Shona, and I launched our Fort Lauderdale based content company which scaled to 6 continents and 3000 team members, and after 24 years we exited to Accenture (ACN).

Entrepreneurial at heart, we are team builders, motivators, and strong business operators with respect, kindness, and a passion to exceed all expectations.

My father, 75, has played pickleball for 12 years and is a healthier and happier person because of it. I too have grown healthier, fitter, and have made amazing new friends from all walks of life. Pickleball has truly made our lives better.

We love the sport, the people who play it, and excel at building successful teams. We truly see this project creating an environment where our neighbors can go to be themselves, get fit within a beautiful park setting and create lasting friendships.

It's our goal to make Fort Lauderdale the best place to play pickleball in America!

Rich Campillo

Fort Lauderdale Resident

For over 30 years, Rich lived and worked in Asia, Europe, Latin America and the USA. He held senior executive positions at Nestlé including CEO Nestlé Professional (Food Service) Latin America, President Nestlé Canada Ice Cream and Senior Vice President Cereal Partners Worldwide.

Since returning to the USA in 2015, Rich has focused on giving back to the community and has been recognized as a servant leader for the various programs he has established and for the mentoring of nonprofit leaders.

Rich and his wife discovered pickleball accidentally while riding their bikes in Holiday Park. He became addicted and over time became known as the "mayor of pickleball".

He is excited to be part of building one of the largest pickleball facilities in the country and making Fort Lauderdale the most fun pickleball destination in America and on every player's bucket list.

Kurt Holstein

Fort Lauderdale Resident

President and Founder of Azoic Ventures, a Fort Lauderdale based early-stage investment company providing funding and operational support to start-ups and early-stage companies.

Kurt has served on the board of directors of several public and privately held companies, including International Money Express (NASDAQ:IMXI), Velir, a leading digital agency based in Boston, The Piseco Company, and 1-800 Contacts. Kurt is also owner of the Irondequoit Inn in upstate NY and has served on the board of directors for 24 Hour Fitness.

Co-founder of Rosetta Marketing, which became one of the five largest independent digital agencies in the United States prior to its sale to a Publicis in 2011. Prior to starting Rosetta, Kurt spent 16 years at Procter & Gamble (NYSE: PG) with positions of increasing responsibility in management systems and brand management.

Kurt's brings his vast experience in marketing and fitness club memberships to our team.

Ian Carter

Fort Lauderdale Resident

Ian as been at the helm of 9 different companies and presently holds the position of Non-Executive Chairman of Watches of Switzerland Group Plc.

He has served on the board of Visit Florida, Servpro Industries LLC, Cain Acquisition Corp., President of Dm Thomas Foundation for Young People and Commissioner at California Travel & Tourism Commission.

Mr. Carter has held the position of Chairman for Del Frisco's Restaurant Group, Chairman of International Tourism Partnership, President-Development, Architecture & Construction at Park Hotels & Resorts, CEO for Hilton International Co. and President-Global Operations at Hilton Hotels, President-Development & Architecture at Hilton Worldwide Holdings, and PresidentD at Hilton International, President of The Black & Decker Corp., Chairman for Hilton in the Community Foundation.

Ian brings his vast hospitality experience to our team within "Our Park Initiative"

Steve Kennedy

Born and Raised Fort Lauderdale

USAPA Pro National Champion, US Open Pro Champion & TOC Pro Champion along with numerous other titles.

Steve is one of the top Senior Pro pickleball players and coaches in the world with 33 years coaching experience. He has traveled the world playing professional tennis earning a top 200 ATP world ranking and currently travels nationally and internationally as Engage Pickleball Camp's Executive Director and Lead Instructor and a certifier for International Federation of Pickleball.

Steve does a video tip for Inside World Pickleball on CBS Sports every week and organizes free clinics for community events and first responders on a regular basis.

As an APP Board Member and owner of South Florida Pickleball Academy, Steve will be a key driver to our Pickleball Training Center's successful growth, reputation of success, and partnership with the top Pickleball Tours.

THANK YOU

MY PARK
INITIATIVE

Ellyn Setnor Bogdanoff
ebogdanoff@beckerlawyers.com
954-232-5678

Brad Tuckman
bradtuckman@mac.com
954-873-7271

4) Exhibit C
UBS Letter of Recommendation

UBS Financial Services Inc.
1800 N Military Trail
Suite 300
Boca Raton, FL 33431

Nick Sadowsky, CPM®
Senior Vice President
Constellation Wealth Management
Private Wealth Management
(561) 367-5588
nick.sadowsky@ubs.com

www.ubs.com

August 20, 2021

ATTN: City of Fort Lauderdale

Dear Sirs:

It is with great pleasure that I write a letter of recommendation on behalf of Mr. Brad Tuckman who resides at 516 Mola Ave, Fort Lauderdale, FL 33301. I have known Mr. Tuckman personally and professionally for over 10 years.

Mr. Tuckman was referred to me by long-term clients of mine. He is a highly respected entrepreneur and former founder and CEO of Creative Drive.

I would like to share with you our financial credentials. I oversee an eight-person team within the branch of Private Wealth Management at UBS Financial Services with offices in Aventura and Boca Raton, Florida. The team represent ultra-high net worth families and private companies. Our team manages over $3.3 billion in financial assets.

I can assure you that Mr. Tuckman has substantial financial assets (ultra-high net worth) and is financially secure. Mr. Tuckman carries a cash balance that can be utilized to fund this endeavor.

I recommend Mr. Tuckman to you with the greatest confidence. If you have any questions, please feel free to contact me directly.

Nick Sadowsky, CPM ®
Senior Vice President
Constellation Wealth Management
UBS Financial Services

UBS Financial Services Inc. is a subsidiary of UBS AG

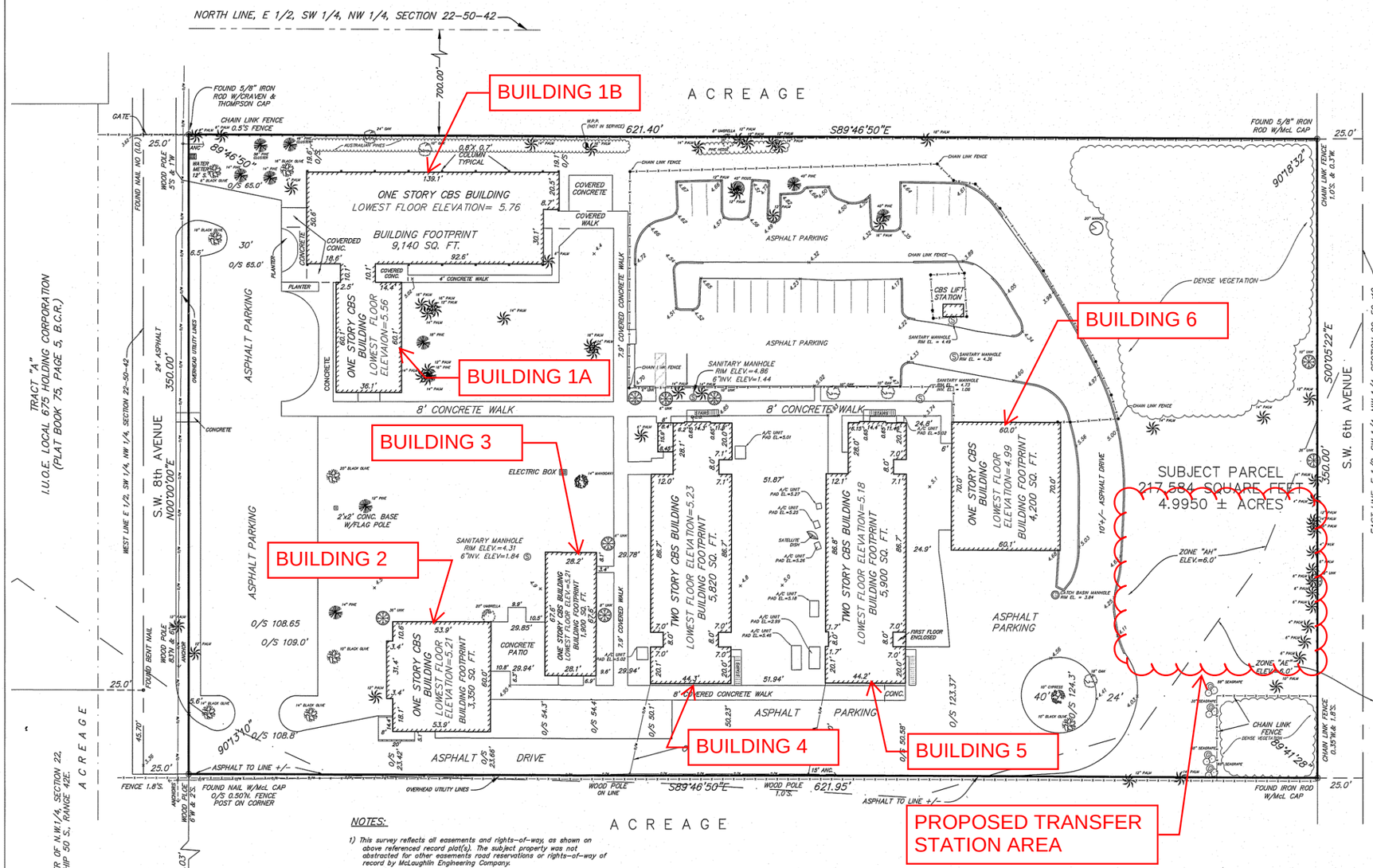
5) Exhibit D
Enlarged Site Plan

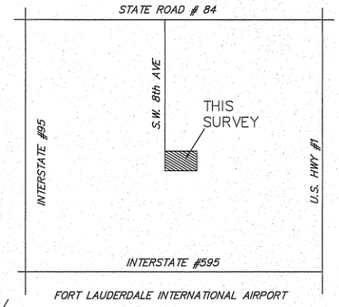
EXHIBIT C

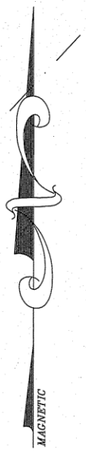
McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING 400
N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

RECORD LAND SURVEY

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA







LEGEND

Δ = CENTRAL ANGLE (DELTA)	ELEV. = ELEVATION
R = RADIUS	O/S = OFFSET
A, OR L = ARC LENGTH	A/C = AIR CONDITIONING
CH.BRG. = CHORD BEARING	℄ = CENTERLINE OF RIGHT-OF-WAY
TAN.BRG. = TANGENT BEARING	F.P.L. = FLORIDA POWER AND LIGHT CO.
P.O.C. = POINT OF COMMENCEMENT	S.B.T. = SOUTHERN BELL TELEPHONE
P.O.B. = POINT OF BEGINNING	B.C.R. = BROWARD COUNTY RECORDS
W/McL. CAP = WITH McLAUGHLIN ENGINEERING CO. CAP	D.C.R. = DADE COUNTY RECORDS
P.R.M. = PERMANENT REFERENCE MONUMENT	P.B.R. = PALM BEACH COUNTY RECORDS
CONC. = CONCRETE	O.R. = OFFICIAL RECORDS BOOK
C.B.S. = CONCRETE, BLOCK AND STUCCO	PG. = PAGE
I.C.V. = IRRIGATION CONTROL VALVE	R/W = RIGHT-OF-WAY
W.M. = WATER METER	C.O. = CLEAN OUT
B.F.P. = BACK FLOW PREVENTOR	C.L.F. = CHAIN LINK FENCE
	P.C.D. = POLLUTION CONTROL DEVICE

LEGAL DESCRIPTION:

The South 350 feet of the North 1050 feet of the East one-half (E1/2) of the Southwest one-quarter (SW1/4) of the Northwest one-quarter (NW1/4) of Section 22, Township 50 South, Range 42 East, Broward County, Florida, LESS the West 25 feet and the East 25 feet thereof.

Said lands situate lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 217,584 square feet or 4.9950 acres more or less.

NOTES:

1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Underground improvements if any not located.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) Boundary survey information does not infer Title or Ownership.
5) All iron rods 5/8", unless otherwise noted.
6) Reference Bench Mark: Broward County Bench Mark # 2892 nail in cap in walk 33' East of centerline S.W. 9th Ave. & S.W. 31st. Street. Elevation= 5.646 (NGVD29) and converted to 4.055 (NAVD88).
7) Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: 6
8) This property lies in Flood Zones "AH" and "AE", Elevation = 6' per Flood Insurance Rate Map No. 12011C0559H, Community No.125105 Dated 8/18/14.
9) Bearing shown assume the West line of the E 1/2, SW 1/4, NW 1/4, of Section 22, as North 00°00'00" East.

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

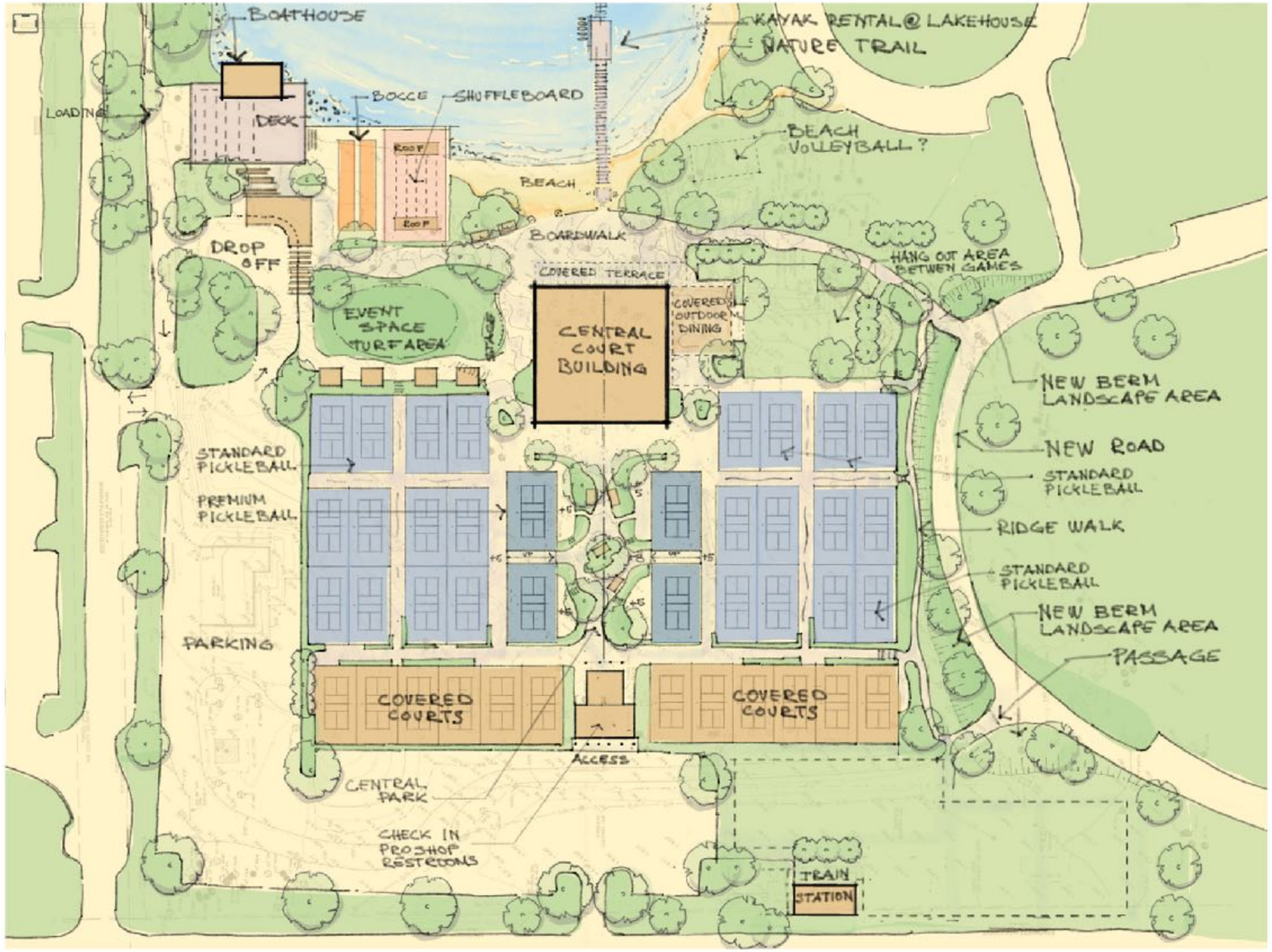
Dated at Fort Lauderdale, Florida this 4th Day of August, 1994.
Resurveyed this 29th day of December, 2014.
Tree location made this 16th day of February, 2015.
Revised to NAVD88 elevations this 11th day of May, 2015.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor & Mapper No. 5842
State of Florida.

OFFICE NOTES
FIELD BOOK NO. LB 152-27, PRINT, 689-54,55, 977-70,72, EFB
JOB ORDER NO. R-8751, U-9453, U-9853, V-0031
CHECKED BY:
DRAWN BY: JAM, JMM jr, EJJ3
C:\EJJ3_C3D\2015\V0031\V0031.dwg, 5/15/2015 11:49:32 AM, EJJ3

FILE NO.: **94-3-71 (15)**



ARCHITECTURAL ALLIANCE
ARCHITECTURE

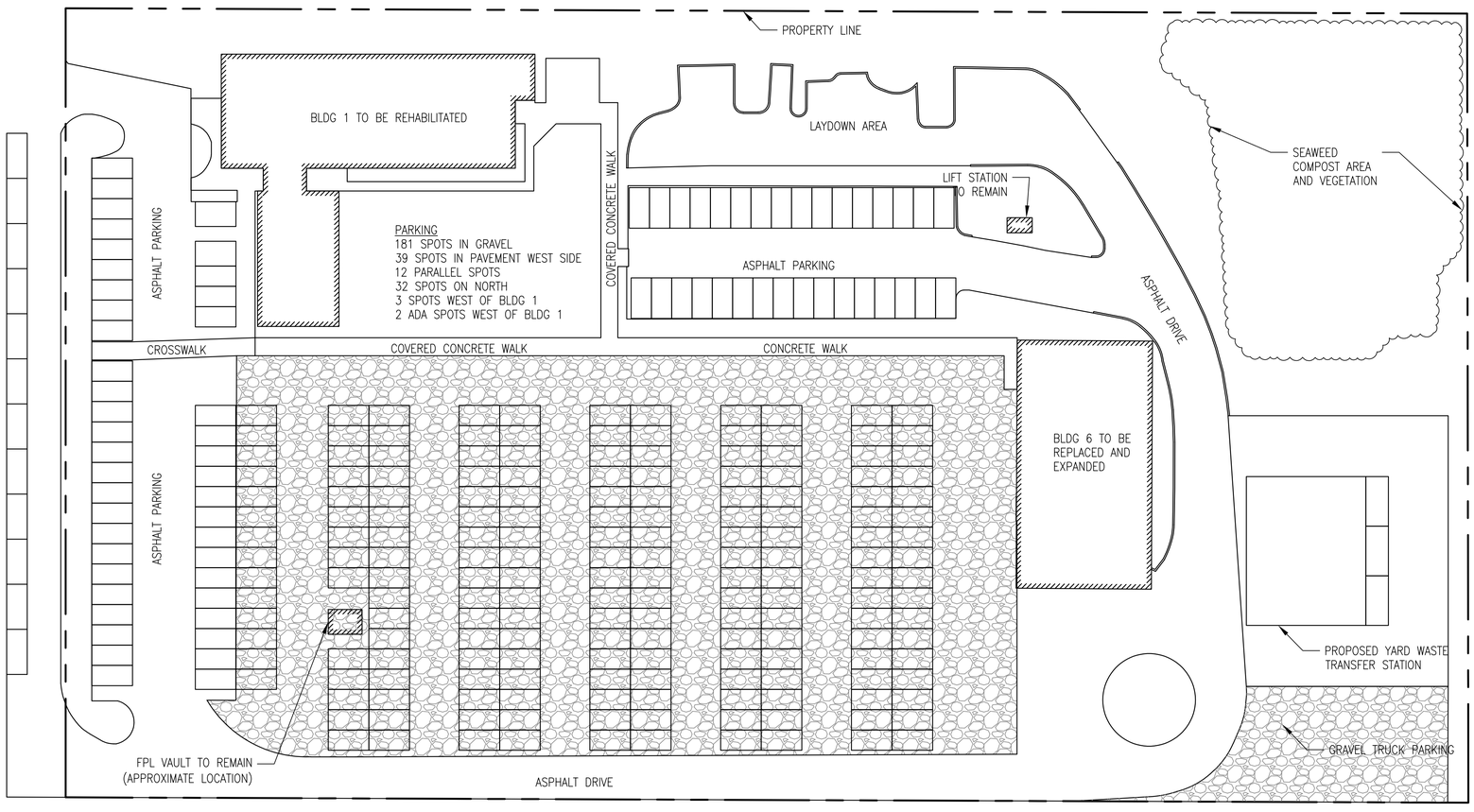
SITE PLAN

October 2, 2022

Snyder Park, Fort Lauderdale, Florida | The Courts at Lakehouse

A01

EXHIBIT E



1 Sheet — NOVA SITE PROPOSED SITE PLAN
Scale: 1" = 30'

ALL SCALES LISTED PERTAIN TO FULL SIZE DRAWINGS (24"x36")

BRIZAGA
ASSESS. COMMUNICATE. ADAPT.
17 Rose Drive
Fort Lauderdale, FL 33316
954.834.3533
www.brizaga.com
FL Reg. #32365

SUBMITTAL:

NO.	DATE	REVISION

PROJECT NO.

DATUM:

ENGINEER OF RECORD:

DRAWING NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER OF RECORD

MICHAEL A. ANTINELLI
FL. LIC. #78513

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Drawn By:

Approved By:

Drawing #

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

EXHIBIT F

Old Nova Site Refurbishment Cost Estimate

	Quantity	Unit	Unit Cost	Cost
Rehabilitation				
Building 2 partial rehab (FPL Vault)	165	SF	$ 75.00	$ 12,375.00
Sidewalk & Coverings	5,100	SF	$ 6.00	$ 30,600.00
Building 6 Rehabilitation	4,200	SF	$ 75.00	$ 315,000.00
Demolition & Disposal				
Building 2 (partial)	3,350	SF	$ 8.50	$ 28,475.00
Building 3	1,900	SF	$ 8.50	$ 16,150.00
Building 4 (2 stories)	5,820	SF	$ 13.00	$ 75,660.00
Building 5 (2 stories)	5,900	SF	$ 13.00	$ 76,700.00
Site Clearing and Preparation	2.0	ACRE	$ 15,000.00	$ 30,000.00
New Construction				
RUBB Structure adjacent to Building	3,500	SF	$ 65.00	$ 227,500.00
Landscaping & Parking				
Resurface Asphalt & Parking	5,400	SY	$ 10.00	$ 54,000.00
Chain Link Fence	500	LF	$ 15.00	$ 7,500.00
Gravel Parking Areas	70,450	SF	$ 2.00	$ 140,900.00
Curb Stops	257	EA	$ 80.00	$ 20,560.00
SUBTOTAL				$ 1,035,420.00
20% Contingency				$ 207,084.00
Soft Costs				$ 82,833.60
TOTAL				**$ 1,242,504.00**