



City Manager's Office

ITEMS FOR CITY CLERK - FILING

TODAY'S DATE: 3/7/16

CAM # 16-0137

ITEM #CM-3

CCM: 2/16/16

Assigned to: Wendy Gonyea

Title of Document: LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND MIAMI FC, LLC, D/B/A FORT LAUDERDALE STRIKERS FOR USE OF LOCKHART STADIUM

Date of Doc.: February 16, 2016

Document received from: Shaniece



RECORDED/ORIGINAL DOCUMENT TO CLERK

Rejection/Questions/Additional Information Request:

Comments/Tracking Information:

CITY CLERK
2016 MAR -8 AM 10:38

**LICENSE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE
AND MIAMI FC, LLC, DB/A FORT LAUDERDALE STRIKERS
FOR USE OF LOCKHART STADIUM**

This License Agreement for use of Lockhart Stadium ("Agreement") is made and entered into this 16 day of February 2016, by and between the **City of Fort Lauderdale**, a Florida municipality, ("Licensor" or "City"), whose address is 100 N. Andrews Ave., Fort Lauderdale, Florida 33301, and **Miami FC, LLC**, a Florida limited liability company, d/b/a/ Fort Lauderdale Strikers ("Licensee"), whose address is 1350 N.W. 55th Street, Fort Lauderdale, FL 33309..

WITNESSETH

WHEREAS, Licensor owns Lockhart Stadium located at 1350 N.W. 55th Street, Fort Lauderdale, Florida, subject to that Lease Agreement for Parcels 19B, 25, 26 and 27 for Schlitterbahn Waterpark Fort Lauderdale, by and between the City of Fort Lauderdale, as Lessor and FTL Waterresort, LLC, a Florida limited liability company, Lessee, said Lease Agreement being dated July 10, 2014, and amended by that First Amendment to Lease Agreement Parcels 19B, 25, 26 and 27 for Schlitterbahn Waterpark Fort Lauderdale, dated October 16, 2015; and

WHEREAS, Licensor is willing to permit Licensee to use Lockhart Stadium under the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee owns the Fort Lauderdale Strikers, a professional soccer team that is scheduled to play its regular 2016 home games at Lockhart Stadium;

NOW, THEREFORE, in consideration of One and no/100 (\$1.00) Dollar consideration in hand paid by Licensee to Licensor, the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, , the Licensor and the Licensee agree as follows:

1. The Licensor does hereby grant to the Licensee the use of Lockhart Stadium, situate, lying and being within **Parcel 26**¹ (the "**Facility**"), as shown on attached **Exhibit "A"**, as more fully described in the attached **Exhibit "A"**.

Dates: Licensee shall have use of the Facility, including the playing field, perimeter bleacher seating areas, north side locker rooms and concession facilities, south side box office, press box, portables/office space and all other restroom and concession facilities as well as the surrounding parking areas as depicted on attached **Exhibit "A"**, for the period from January 1, 2016 through December 31, 2016 (the "**License Period**"). This License Agreement does not include **Overflow Parking** on adjacent Parcels 27 and 25 as shown on **Exhibit "B"** attached hereto use of the adjacent Fort Lauderdale Stadium.

Responsibilities of Licensee:

A. In consideration of the covenants exchanged above and herein, including

¹ Parcel 26 is bounded on the North by N.W. 55th Street; on the East by N.W. 12th Avenue; on the South by N.W. 52nd Street and on the West by N.W. 15th Avenue.

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Licensee's use of the Facility as described above, Licensee agrees to assume the following costs and maintenance responsibilities of the Facility during the License Period:

- Payment of all utilities incurred for the use of the Facility. All accounts for utilities associated with the Facility shall remain in the name of the Licensors. Licensors will provide Licensee with an accounting of the utility charges incurred monthly and Licensee agrees to pay any amount due to Licensors as directed in any accounting promptly within ten (10) business days.

Licensee shall be responsible to maintain the Facility except as provided in Paragraph 3(A) herein. B. Licensee shall provide all equipment, goals and appropriate supplies attendant to their operations. Notwithstanding the foregoing, Licensee shall be entitled to use any of the existing equipment located at the Facility.

C. Licensee acknowledges and agrees to coordinate with the Licensors' designee the use of the Facility by the City of Fort Lauderdale Parks & Recreation Department by organizations and groups sponsored by Licensors, as well as the City of Fort Lauderdale Police and Fire Departments for training purposes. Licensee shall charge no fees for the City of Fort Lauderdale's use of the Facility by organizations and groups sponsored by Licensors as well as the City of Fort Lauderdale's Police and Fire Departments for training purposes.

D. **INSURANCE:** During the term of the License Agreement, Licensee at its sole expense shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Licensee. Licensee shall provide the City a certificate of insurance evidencing such coverage. Licensee's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Licensee shall not be interpreted as limiting Licensee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

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

The following insurance policies are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 Aggregate for Products and Completed Operations

Liquor Liability Coverage

Licensee shall provide evidence of coverage for liquor liability in an amount no less than \$1,000,000 per occurrence.

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a political subdivision of the State of Florida, 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 in respects to: Liability arising out of activities performed by or on behalf of the Licensee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Business Automobile Liability

Coverage must be afforded including coverage for all Owned, Hired, and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

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

Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work 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.

Insurance Certificate Requirements:

- a. Licensee shall provide the City with valid Certificates of Insurance no later than thirty (30) days prior to the date of permission from City to first use the Event Site.
- b. The Licensee shall provide a Certificate of Insurance to the City with 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 the Licensee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the certificate holder.
- d. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- e. The City shall be shown as an Additional Insured with a Waiver of Subrogation where appropriate.

- f. The Agreement, Event Dates, Bid number or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Licensee 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, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Licensee's expense.

The Licensee's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Licensee that excludes coverage for work contemplated in this solicitation 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. In addition, Licensee must provide confirmation of coverage renewal via a new and current certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Licensee's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the Licensee's insurance company and the City's Risk Management office as soon as practicable.

It is the Licensee's responsibility to ensure that all sub-Licensees or Third Parties comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E The Licensee shall protect and defend at the Licensee's expense, counsel being subject to the Licensor's approval, and indemnify and hold harmless the Licensor and the Licensor's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, judgments, claims, costs, charges, fines, expenses, or liabilities of every and any kind, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of the Licensee's use of the Facility. If the Facility is to be used by any sub-Licensee, Third Party, or subcontractor, then the agreement allowing the use of the Facility shall be executed by such sub-Licensee, Third Party or subcontractor and shall include a paragraph indemnifying Licensor as set forth above.

F. Licensee will comply with all applicable laws of the United States, and of the State of Florida, all ordinances of the City of Fort Lauderdale, all rules and requirements of the Police Department, Fire Department, and other municipal authorities of the City of Fort Lauderdale, and any other applicable local laws, ordinances and regulations and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything at the Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of said Licensee is called to any such violation on the part of the said Licensee, or any person employed by or admitted to the said Facility by said Licensee, such Licensee will immediately desist from and correct the violation.

G. That Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or in excess of capacities indicated by applicable codes or as approved by the Licensor's Fire Marshal.

H. Licensee shall not discriminate in the use of the Facility against any person because of race, creed, color, religion, age, gender, marital status, disability, sexual preference, or national origin.

I. The Licensor shall have no responsibility for any items or materials left at the Facility or surrounding properties.

2. Other Provisions:

A. That Licensee (and Licensor during Third Party Events) reserves the right to eject any person or persons from said Facility for any lawful reason.

B. Licensor reserves the right, without any liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons or guests.

C. The Licensee further represents that it has inspected the Facility and that the same is in proper condition for the use contemplated and Licensee accepts the Facilities in "AS IS" condition as of the Effective Date of this License. If Licensee finds any conditions altered after an initial inspection of the Facilities which have a material adverse effect on the License, Licensee shall notify Licensor in writing immediately. Licensee shall surrender the Facility in the same condition as prior to Licensee's use, ordinary wear and tear excepted.

D. Parking Areas located on Parcel 26 are to be used for parking of vehicles only and for no other purpose unless authorized by Licensor. Notwithstanding the foregoing, Licensor acknowledges that the Parking Areas located on Parcel 26 may be used for Third Party Events such as festivals and pre-game activities associated with the Fort Lauderdale Strikers.

E. Licensee shall ensure that no animals are brought into the Facility with the exception of service animals.

F. Licensee shall maintain a clear, unobstructed fire lane into the Facility, and shall provide designated emergency exits from the Facility. The Licensee shall not permit the entrance doors or gates to be locked during any period when the public is allowed into the site, unless otherwise agreed to by the Licensor.

G. No collections, whether for charity or otherwise, shall be made or attempted

without prior notice being given to the Licensor. Notice as contemplated by this subparagraph may be provided by electronic mail to the representative designed by the Licensor pursuant to this Agreement.

H. Licensee must refer to the Facility as "Lockhart Stadium" on all advertising and signage.

3. Reimbursements, Staffing:

A. Licensee shall be responsible for any repairs required by any Federal, State, County or City laws, ordinances or regulations or as required to allow the use of the Facility as provided in this Agreement. Licensee will be responsible for any infrastructure related maintenance that impairs Licensee's ability to provide an acceptable fan experience, included but not limited to drainage, scoreboards, roof leaks, plumbing, outside electrical, termites, outdoor lighting and unsafe wood decks. Notwithstanding the foregoing, Licensee shall not injure, mar, or in any manner deface the Facility, and shall not make, nor allow to be made any alterations of any kind therein without the Licensor's written permission or as otherwise provided for by this License Agreement. Any damage whatsoever occurring during the term of this License Agreement as a result of the use of the Facility by Licensee shall be the responsibility of the Licensee, and an itemized list and invoice will be presented to Licensee for all costs of damages incurred. Charges shall be based on replacement and labor costs for the items damaged. A detailed damage and cost statement shall be issued to Licensee by Licensor within ten (10) business days after final inspection of the licensed Facility by Licensor. Licensee shall pay Licensor the amount indicated on such invoice for damages within thirty (30) days following Licensee's receipt thereof.

B. Licensee and/or Licensor is responsible for obtaining any and all mandatory City of Fort Lauderdale permits for any Third Party Events to be held at the Facility as provided in Section 5 below, and Licensee will pay for and coordinate the scheduling of police officers and emergency services personnel with the appropriate City of Fort Lauderdale departments to meet all City of Fort Lauderdale requirements.

4. Termination or Cancellation:

A. Either party shall have the right to terminate and rescind this Agreement in its entirety or in part immediately upon the happening of any of the following events:

- a) The failure by either party to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of the other party to be performed, kept or observed; or
- b) For just cause, acts of God or other unusual circumstances affecting this Agreement. The party terminating or canceling this Agreement shall give written notice to the other party of such intent to cancel or terminate this Agreement at least fourteen (14) days prior to the effective time of such cancellation and/or termination.

B. In addition to the foregoing, Licensor and Licensee may terminate this Agreement for any reason or no reason upon one hundred eighty (180) days' notice to each to the other.

C. Anything herein to the contrary notwithstanding, covenants imposing obligations of performance upon either party where the obligation arose prior to the date of termination

5. Sublicensing, Entire Agreement; Default, Surrender of Facility:

A. Licensee shall not assign this Agreement, or sublicense the licensed Facility or any part thereof without the prior written consent of the Licensor, which such prior written consent shall be given by the City Manager or the City's Director of Parks & Recreation. Licensee may enter sublicense agreements with Third Parties or Third Party Exhibitors, provided Licensee secures at least fourteen (14) days advance written approval from the Licensor's City Manager or Director of Parks & Recreation.

B. Licensee shall be entitled to retain all revenue received from the use of the Facility by Licensee or any Third Parties.

C. Audit – The City, the City's designee, and any agency of the federal government shall have the right to audit and inspect any and all books, ledgers, records, reports, documents, and such other supporting evidence of Licensee's gross receipts received from any and all activities at the Facility to verify compliance with the terms and conditions of this License Agreement. Licensee shall provide such records in hard copy or machine-readable form, or both, as requested. Licensee shall maintain such books and records and associated documents for a period of five years or for so long thereafter as any dispute remains unresolved or as long as required by the Florida public records law and records retention schedules, whichever is longer. Licensee shall include the "right to audit provisions" in all agreements with subcontractors and any other business entities providing goods or services in direct or indirect support of this contract. In the event the City, the City's designee, or any agency of the federal government exercises this right to audit, Licensee shall provide adequate and appropriate space as well as access to photocopy machines and the right to interview Licensee's current and former employees.

D. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized signatories of the Licensor and the Licensee.

E. The following Exhibits which are attached to this Agreement become part of the Agreement with the same force and effect as though written into the body thereof:

Area Map Depicting Stadium Event Site – Exhibit "A"

6. Aviation, Emergency:

The Facility use granted hereby shall be subject to the superior rights of the United States Government, as set forth in the Quitclaim Deed recorded in Deed Book 579, Page 130, Official Records of Broward County, Florida, except to the extent such restrictions have been released. Any use of the Facility by Licensee shall be for general recreation purposes, shall not interfere with the operation and development of the Fort Lauderdale Executive Airport, shall not pose an airport hazard. Either party may terminate this Agreement unilaterally at any time that an agency of the United States Government disapproves of this Agreement or at any time that an agency of the United States Government finds this Agreement to be in violation of any restriction or covenant governing the property subject to this Agreement, except that before such termination, the parties agree to confer

in good faith with each other and with the Federal Aviation Administration in an effort to obviate such termination.

This Agreement is subordinate to any emergency use invoked pursuant to Section 252.42, Florida Statutes (2016), as amended or revised, or pursuant to any applicable emergency management program or plan.

7. Facility Use:

The Licensee's use of the Facility is not an interest in real property.

8. Severability:

In the event any paragraph, section, sentence, or clause contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the remainder of this Facility Use Agreement, which shall remain in full force and effect.

9. Paragraph Headings:

Paragraph headings contained in this Agreement are for convenience only, and such paragraph headings shall not be construed in any substantive manner.

10. Choice of Law; Venue; Waiver of Trial By Jury. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. To that end, Licensee expressly waives whatever other privilege to venue it may otherwise have. Licensors and Licensee expressly waive trial by jury for any lawsuit that might arise as a result of this License Agreement.

11. No Waiver:

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

12. Notice:

Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

Licensors: Phil Thornburg, Director of Parks & Recreation
City of Fort Lauderdale
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

with copy to: Cynthia A. Everett, City Attorney
City of Fort Lauderdale City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Licensee: Sean C. Guerin
W. Cypress Creek Road, Ste. 305
Fort Lauderdale, FL 33309

with copy to:

Fabio Andre Fadiga
Fadiga E Mardula Sociedade de Advogados
Managing Partner
São Paulo
Paulista Avenue, 1.765, office 1.316
Cerqueira César, Postcode: 01311-200

14. Radon Gas:

In accordance with Florida law, the following disclosure is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. Liens Against the Facility.

LICENSEE 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 CITY in and to the License Areas, and no Person shall ever be entitled to any lien, directly or indirectly derived through or under the LICENSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LICENSEE as to the License Area. All Persons contracting with the LICENSEE, or furnishing materials, labor or services to said LICENSEE, or to its agents or servants, as well as all Persons shall be bound by this provision of the Revocable License. Should any such lien be filed, LICENSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LICENSEE shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the License Areas, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Property or License Areas. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes (2015), as same may be amended from time to time, of the "non-liability" of the CITY.

16. Records.

Each party shall maintain its own respective records and documents associated with this License in accordance with the records retention requirement applicable to public records laws. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as same may be amended from time to time and any resultant award of attorneys' fees of non-compliance with that law.

17. Waiver.

The parties agree that each requirement, duty and obligation set for the herein, is substantial and important to the formation this License Agreement, and, therefore, is a material term hereof. Any party's failure to enforce any provision of this License shall not be deemed a waiver of such provision or

modification of this Lease. A waiver of and breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this License.

18. **Force Majeure.**

Neither party shall be obligated to perform any duty, requirement or obligation under this License Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of Licensee be deemed Force Majeure.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties execute this License Agreement as follows:

WITNESSES:


Signature
Paul C. Tanner
Print Name


Signature
Jerrod J. Tanner
Print Name, Title

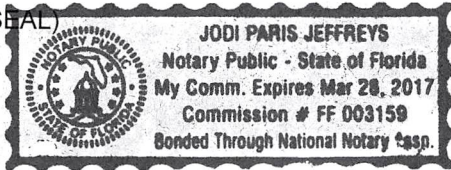
**MIAMI FC L.L.C. d/b/a FORT LAUDERDALE
STRIKERS**

By: 
SEAN C. GUERIN, CEO
Print Name, Title

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16th day of February, 2016, by Sera Guerin as CEO (title) for Miami FC L.L.C, d/b/a Fort Lauderdale Strikers, a Florida limited liability company.

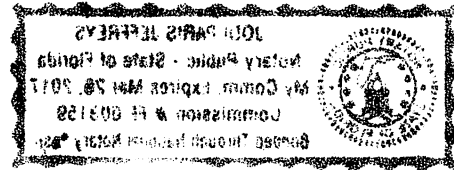
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Notary Public, State of Florida
(Signature of Notary Public – State of Florida)

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

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____



CITY OF FORT LAUDERDALE

ATTEST:



JEFF MODARELLI, City Clerk

By:


JOHN P. "JACK" SEILER, Mayor

By:


LEE R. FELDMAN, City Manager

Approved as to form:


Robert B. Dunckel, Assistant City
Attorney

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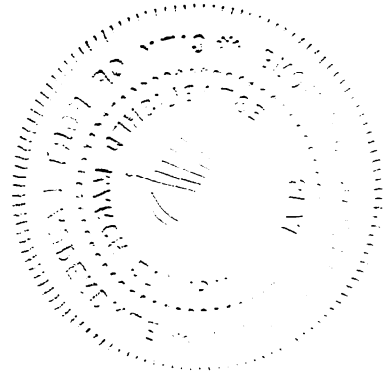
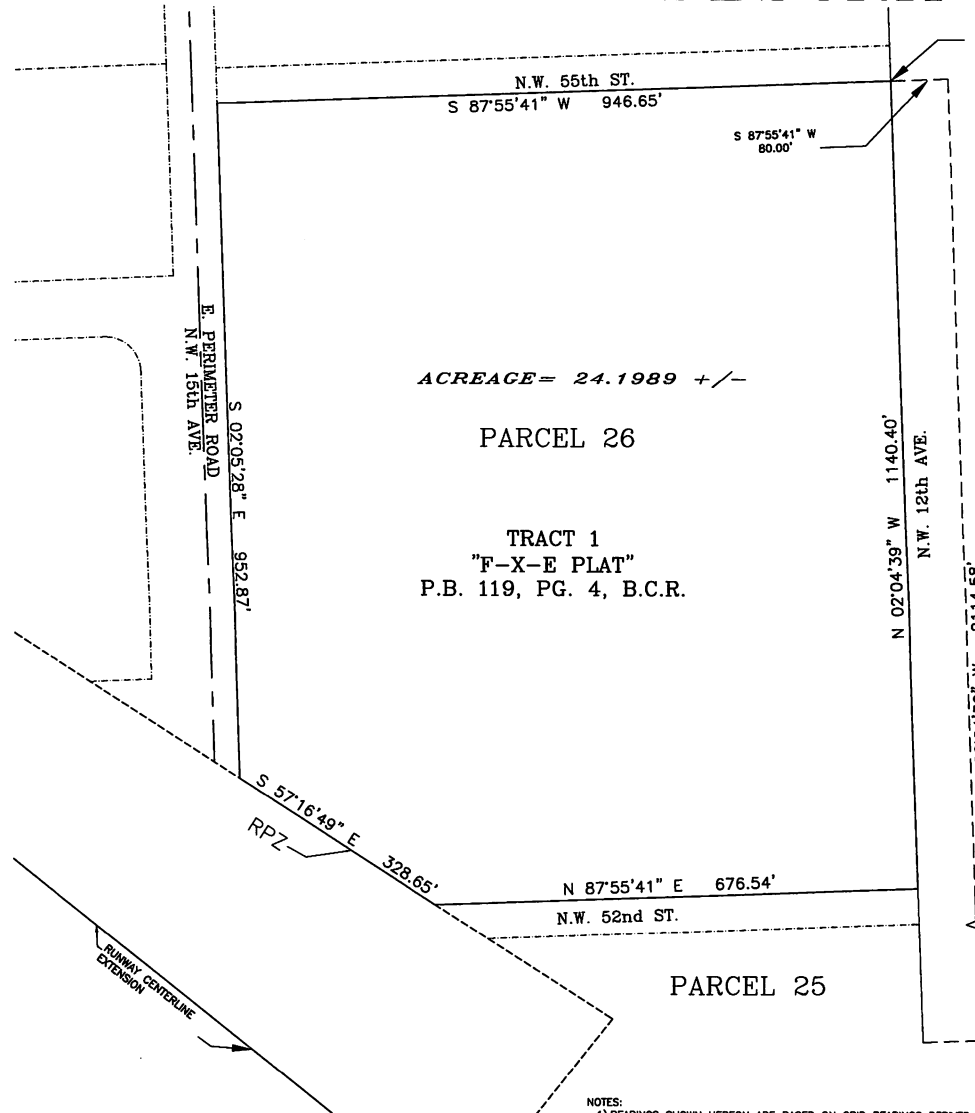
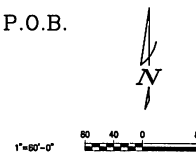


Exhibit A

SKETCH AND DESCRIPTION

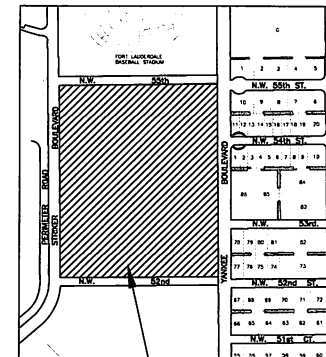


P.O.B.



LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
P.G. = PAGE
B.C.R. = BROWARD COUNTY RECORDS
N.T.S. = NOT TO SCALE
R.P.Z. = RUNWAY PROTECTIVE ZONE



PARCEL 26
SITE LOCATION (N.T.S.)

DESCRIPTION: F-X-E PARCEL 26

A PORTION OF TRACT 1, "F-X-E PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID "F-X-E PLAT", THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT OF WAY LINE OF NORTHWEST 12TH AVENUE AND THE LIMITS OF SAID "F-X-E PLAT", A DISTANCE OF 2114.58 FEET; THENCE SOUTH 87°55'41" WEST A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12TH AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 87°55'41" WEST, A DISTANCE OF 946.65 FEET; THENCE SOUTH 02°05'28" EAST A DISTANCE OF 952.87 FEET TO INTERSECT THE NORTHERN LINE OF THE "RUNWAY PROTECTION ZONE" (RPZ) OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 13-31; THENCE SOUTH 57°16'49" EAST ALONG SAID NORTHERN LINE, A DISTANCE OF 328.65 FEET; THENCE NORTH 87°55'41" EAST A DISTANCE OF 676.54 FEET; THENCE NORTH 02°04'39" WEST A DISTANCE OF 1140.40 FEET TO THE POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 1054.105 SQUARE FEET OR 24.1989 ACRES, MORE OR LESS.

MOST SOUTHERLY
EAST CORNER
P.O.C.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: SEPTEMBER 23, 2013

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) USING THE EAST LINE OF PARCEL 26 PER "FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING 02°04'39" W".
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 4) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
- 5) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

DATE:	9/23/2013
BY:	S.A.P.
REVISIONS:	1"=80'
NO.	1
DATE:	9/23/2013
BY:	S.A.P.
REVISIONS:	1"=80'
NO.	1

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	DESCRIPTION

PROJECT # P-11404
FXE PARCEL 26
SKETCH & DESCRIPTION
NW CORNER NW 52 ST AND NW 12 AVE
TRACT 1

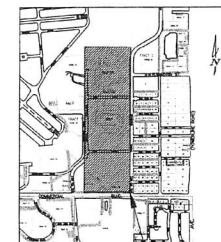
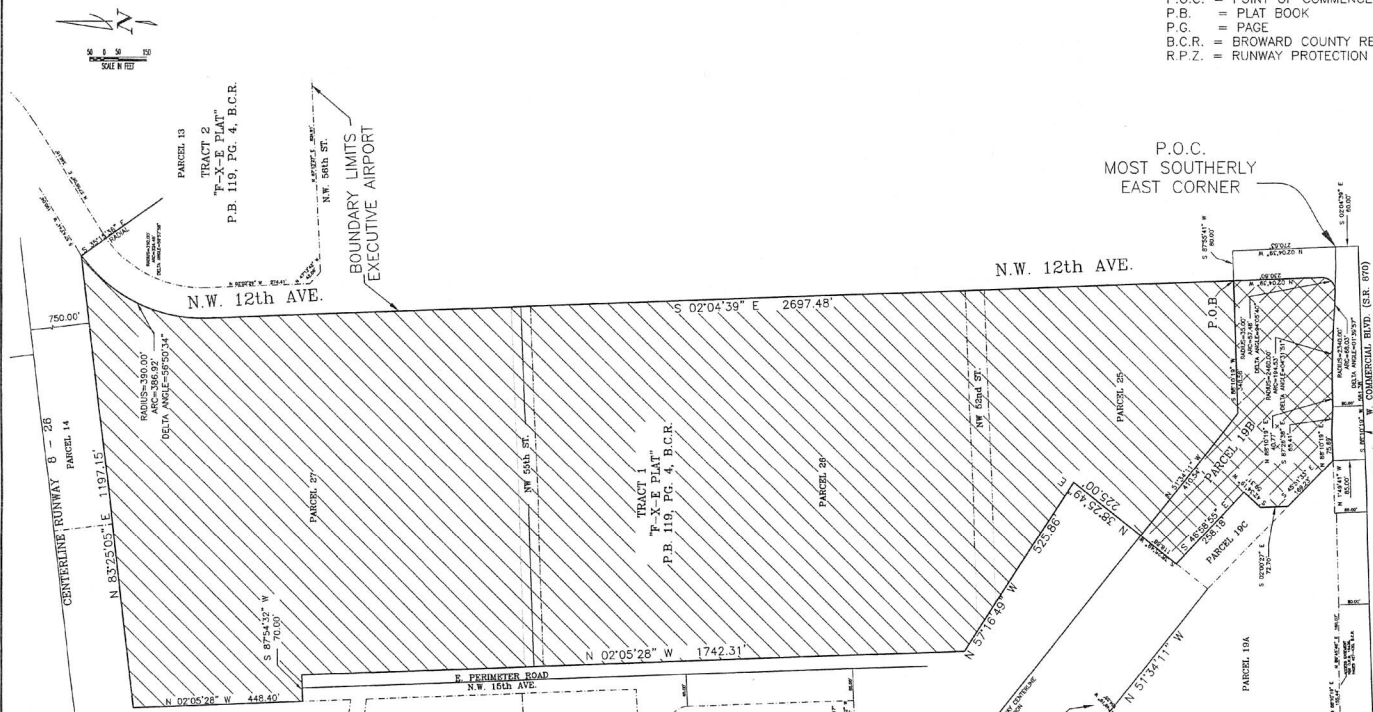
NO.	1	OF	1
CAD FILE:	FXE PARCEL 26		
DRAWING FILE NO.	4-133-32		

Exhibit B

SKETCH AND DESCRIPTION

LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
P.C. = PAGE
B.C.R. = BROWARD COUNTY RECORDS
R.P.Z. = RUNWAY PROTECTION ZONE



SITE LOCATION (N.T.S.)

DESCRIPTION: PARCELS(S) 25, 26, AND 27 COMBINED

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 88°10'19" WEST, A DISTANCE OF 348.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE NORTH 36°25'49" EAST, A DISTANCE OF 225.00 FEET; THENCE NORTH 57°16'49" WEST, A DISTANCE OF 525.86 FEET; THE LAST TWO DESCRIBED COURSES BEING ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARIES OF THE A RUNWAY PROTECTION ZONE (RPZ) OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 13-31; THENCE NORTH 02°05'28" WEST, A DISTANCE OF 1742.31 FEET; THENCE SOUTH 87°54'32" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 02°05'28" WEST, A DISTANCE OF 448.40 FEET; THENCE NORTH 83°25'05" EAST, ALONG A LINE PARALLEL WITH AND 750.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 6-25, A DISTANCE OF 1197.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTHWEST 12 AVENUE, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS SOUTH 35°15'36" EAST FROM SAID POINT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 86°20'34" AND AN ARC DISTANCE OF 386.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 02°04'39" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2697.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2,616,330 SQUARE FEET OR 60.0627 ACRES, MORE OR LESS.

TOGETHER WITH: PARCEL 19-B

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 119, P. 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY EAST CORNER OF SAID F-X-E PLAT; THENCE NORTH 02°04'39" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 12 AVENUE AND THE LIMITS OF SAID F-X-E PLAT, A DISTANCE OF 270.63 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 80.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTHWEST 12 AVENUE AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 88°10'19" WEST, A DISTANCE OF 348.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE SOUTH 36°25'49" WEST, A DISTANCE OF 118.88 FEET; THENCE SOUTH 45°58'55" EAST, A DISTANCE OF 258.18 FEET; THENCE SOUTH 42°34'19" WEST, A DISTANCE OF 59.31 FEET; THENCE SOUTH 02°00'27" EAST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 45°51'33" EAST, A DISTANCE OF 169.23 FEET; THENCE NORTH 88°10'19" EAST, A DISTANCE OF 75.59 FEET; THENCE SOUTH 87°29'38" EAST, A DISTANCE OF 65.41 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,480.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 184.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, A CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTH ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 94°05'40" AND AN ARC DISTANCE OF 57.48 FEET; THENCE NORTH 02°04'39" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST 12th AVENUE, A DISTANCE OF 230.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 185,477 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) USING THE EAST LINE OF PARCEL 26 PER "FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING N 02°04'39" W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
- 4) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING OBSTRUCTIONS TO NAVIGABLE AIRSPACE AS SET FORTH IN "CODE OF FEDERAL REGULATIONS, TITLE 14, SUB-CHAPTER E, PART 77" AS APPLICABLE FOR SAID AIRPORT.
- 5) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: MAY 12, 2015

Michael W. Donaldson
MICHAEL W. DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490
STATE OF FLORIDA

DATE	BY	SCALE	NO.	NO.
8/29/2013	S.M.P.	1"=150'	NO.	NO.
			NO.	NO.
			NO.	NO.

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	FOR	DESCRIPTION

PROJECT # P-11404
FXE PARCEL(S) 19B, 25, 26 & 27 COMBINED
SKETCH & DESCRIPTION
TRACT 1
NW CORNER COMMERCIAL AND NW 12 AVE

SHEET NO.	OF
1	1
TOTAL	1
CAD FILE	FXE PARCEL 25
DRAWING FILE NO.	4-133-12
DATE	5/12/15