

INTERIM AGREEMENT

This Interim Agreement is entered into this 18th day of April, 2019 by and between the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation (the "CITY") and **MIAMI BECKHAM UNITED, LLC**, a Delaware limited liability company, and its respective successors and assigns ("MIAMI BECKHAM"), pursuant to Section 255.065(6), Florida Statutes:

RECITALS

WHEREAS the CITY holds all right, title or interest in the real property described as Parcels 19B, 25, 26, and 27 located at the Fort Lauderdale Executive Airport in the City of Fort Lauderdale, Florida, commonly known as the site of Lockhart and Fort Lauderdale Stadiums, which are currently vacant and unoccupied, and which are more legally described as follows:

See Exhibit "A" (hereinafter the "Property");

WHEREAS on January 28, 2019, the CITY received an unsolicited proposal from MIAMI BECKHAM pursuant to Section 255.065(6), Florida Statutes, to design, construct, occupy, manage, and maintain the Property for a Major League Soccer (MLS) Training Facility and Stadium, as more particularly described in its unsolicited proposal;

WHEREAS, pursuant to Resolution No. 19-25, the City Commission, at its meeting of February 5, 2019, determined that the unsolicited proposal submitted by MIAMI BECKHAM serves a public purpose as recreational, sporting, and cultural facilities 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;

WHEREAS, at its conference and regular meetings of March 19, 2019, the City Commission unanimously selected MIAMI BECKHAM's unsolicited proposal as the preferred and first ranked proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the CITY to commence negotiations for a Comprehensive Agreement with MIAMI BECKHAM, encompassing therein the development, improvement, design, construction, and occupation of the Property;

WHEREAS, the CITY and MIAMI BECKHAM recognize the historical aspect of the Lockhart Stadium property, particularly as it relates to the use of the property for Fort Lauderdale high school football games, band concerts, JROTC, and other local community sports games and events;

WHEREAS, the CITY and MIAMI BECKHAM commit to working with Broward County Public Schools and the Fort Lauderdale community to allow reasonable use of the Property for the aforementioned uses;

WHEREAS, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an interim agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a comprehensive agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated related to the proposed qualifying project, including but not limited to, project planning and development, design, environmental analysis and mitigation,

survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate; and

WHEREAS, before and in connection with the negotiation of a comprehensive agreement, the CITY and MIAMI BECKHAM are desirous of commencing activities related to the qualified project and the Property, including but not limited to, permission to enter upon the Property for purposes of conducting environmental analysis and mitigation, surveys, demolition, and other activities related to the development of the qualifying project that the CITY and MIAMI BECKHAM deem appropriate, under terms and conditions set forth herein.

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 MIAMI BECKHAM agree as follows:

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

2. **Investigation, Study, Demolition, and Commencement**

2.1 In accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Interim Agreement, nor any work to be performed in accordance thereto, obligate the CITY or MIAMI BECKHAM to enter into a Comprehensive Agreement.

2.2 MIAMI BECKHAM, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to commence activities related to the proposed qualifying project, including but not limited to, project planning and development, design, and financial and business planning.

2.3 MIAMI BECKHAM, through its agents, servants, employees and contractors, is authorized and entitled, at its expense, to enter upon the Property for the purpose of conducting an investigation, discovery, inspection, and testing of the Property, including soil testing and boring, environmental studies, and surveying.

2.4 MIAMI BECKHAM, through its agents, servants, employees and contractors, is authorized and entitled, contingent upon obtaining all necessary approvals and permits, to enter upon the Property for purposes of conducting the demolition of the existing improvements thereon, including but not limited to Lockhart Stadium and Fort Lauderdale Stadium, within one hundred and eighty (180) days from the date of this Interim Agreement, at its sole costs and expense, in a good workmanlike manner, in accordance with applicable ordinances and laws, but without any additional approvals from the CITY in its capacity as fee simple owner of the Property.

2.5 MIAMI BECKHAM, through its agents, servants, employees and contractors, is authorized and entitled, contingent upon obtaining all necessary approvals and permits, to enter upon the Property for purposes of relocating, improving, or expanding public utilities, at its expense, deemed necessary by both CITY and MIAMI BECKHAM, for the construction of the qualified project.

2.6 MIAMI BECKHAM shall protect and retain for future use as part of the qualifying project, either by CITY or MIAMI BECKHAM, any bleachers reasonably salvageable contained within Lockhart Stadium. MIAMI BECKHAM shall also collect, retain, and transfer to the CITY all scrap metal produced as a result of the demolition of any structures contained upon the Property.

2.7 All entries upon the Property shall be at the sole risk of MIAMI BECKHAM. CITY shall have no liability for any injuries sustained by MIAMI BECKHAM or any of its agents, servants, employees or contractors. MIAMI BECKHAM agrees to promptly restore the Property to its current condition, excluding any demolition, if MIAMI BECKHAM and CITY do not enter into a Comprehensive Agreement.

2.8 This Interim Agreement is contingent upon MIAMI BECKHAM, including its agents, servants, employees, and contractors, obtaining all the necessary approvals and permits, including from the CITY's Department of Sustainable Development and Department of Public Works, Broward County, and the Federal Aviation Administration (FAA), if applicable. In the event MIAMI BECKHAM, its agents, servants, employees, and contractors, fail to obtain the necessary permits and approvals from the CITY's Department of Sustainable Development, Department of Public Works, Broward County, and the FAA, if applicable, then this Interim Agreement shall be null and void.

3. Investigation, Study, Demolition, and Commencement Period. The Investigation, Study, Demolition, and Commencement Period under Paragraph 2 shall be for a period ending on the earlier of (i) one hundred eighty (180) days after the date of this Interim Agreement or (ii) the date a Comprehensive Agreement is fully executed by CITY and MIAMI BECKHAM.

4. Expedited Approvals.

4.1 The Parties shall use their best efforts in seeking and providing necessary approvals and permits related to the scope of work under this Interim Agreement. The CITY agrees to reasonably cooperate with MIAMI BECKHAM in securing all permits and approvals necessary to complete the scope of work under this Interim Agreement.

4.2 The CITY hereby consents to MIAMI BECKHAM's use of privatized inspection services, selected from the CITY's approved list of inspectors, at MIAMI BECKHAM'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 this Interim Agreement.

5. Effective Date. The Effective Date of this Interim Agreement shall be the date the last party executes this Interim Agreement.

6. License, not Lease. It is acknowledged and stipulated by and between the CITY and MIAMI BECKHAM hereto that the rights of MIAMI BECKHAM under this Interim Agreement shall not be deemed a lease of the Property but rather a license granted for the purpose of entry onto and occupation of the Property.

7. Indemnity

7.1 MIAMI BECKHAM 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 MIAMI BECKHAM under this Interim Agreement, or the breach or default by MIAMI BECKHAM, its agents, servants, employees or contractors of any covenant or provision of this Interim Agreement, the negligent acts or omission or willful misconduct of MIAMI BECKHAM or its agents, servants, employees or contractors except for any occurrence arising out of or resulting from the intentional torts or gross 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 Property by MIAMI BECKHAM, 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 MIAMI BECKHAM, 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 MIAMI BECKHAM, its agents, servants, employees or consultants is included in the indemnity.

MIAMI BECKHAM 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, MIAMI BECKHAM 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 Interim Agreement and shall cover any acts or omissions occurring during the term of the Interim Agreement, including any period after termination, revocation or expiration of the Interim Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, in no event shall the discovery by MIAMI BECKHAM of contamination at the Property alone be considered damage to property, resulting from MIAMI BECKHAM's or its agents, servants, employees or contractors' use of or access to the Property which is subject to the indemnity covenants of MIAMI BECKHAM contained herein.

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

7.2. All construction materials, equipment, goods, signs and any other personal property of MIAMI BECKHAM, its agents, servants, employees or contractors, shall be protected solely by MIAMI BECKHAM. MIAMI BECKHAM 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 MIAMI BECKHAM.

8. Insurance.

8.1 As a condition precedent to the effectiveness of this Agreement, MIAMI BECKHAM shall cause its general contractor, construction manager and any other entity performing work under this Interim Agreement (collectively, "CONTRACTOR") to procure and

maintain, during the term of this Interim Agreement and during any renewal or extension term of this Interim Agreement, at their sole expense, insurance of such types and with such terms and limits as noted below. 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 MIAMI BECKHAM's liability and obligations under this 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 MIAMI BECKHAM or CONTRACTOR for assessing the extent or determining appropriate types and limits of coverage to protect MIAMI BECKHAM and/or CONTRACTOR against any loss exposures, whether as a result of this Interim 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 MIAMI BECKHAM under this Interim Agreement.

8.2 The following insurance policies and coverages are required:

Commercial General Liability

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

- \$5,000,000 each occurrence and \$5,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 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 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability assumed by MIAMI BECKHAM under the indemnification provisions of this Interim Agreement.

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 do 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.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy or Property policy, as necessary, in line with the limits of the associated 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, to the extent required in a subsequent written agreement or amendment to this Interim Agreement, signed by the parties.

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 Agreement, including but not limited to, all hazardous materials identified under the 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 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 EPA identification number.

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 \$25,000 each claim. Coverage shall be renewed and maintained during the term of this Interim Agreement and during any renewal or extension term of this Interim Agreement. 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 owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the CITY as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the CITY.

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.

Insurance Certificate Requirements

- CONTRACTOR shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- 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.
- In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, 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 Agreement until this requirement is met.
- 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.
- The CITY shall be named as an Additional Insured on all required Commercial General Liability, Business Automobile Liability and Pollution Liability policies.

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- g. The CITY shall be named as a Loss Payee on the Builder's Risk policy as the CITY's interests appear at the time of any loss.
- h. The CITY shall be granted a Waiver of Subrogation on CONTRACTOR's Workers' Compensation insurance policy.
- i. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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, 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. Any costs for adding the CITY as an Additional Insured shall be at CONTRACTOR's expense.

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

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.

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, CONTRACTOR must provide to the CITY confirmation of coverage renewal via an updated 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 CONTRACTOR's insurance policies.

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

It is MIAMI BECKHAM'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 MIAMI BECKHAM.

9. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Interim Agreement and acknowledge that the preparation of this Interim Agreement has been their joint effort. The language in this Interim Agreement expresses the mutual intent of each party and the resulting document shall not, solely as a matter of judicial

construction, be construed more severely against one party than the other. The language in this Interim Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

11. No Waiver of Sovereign Immunity. Nothing contained in this Interim Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

12. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Interim Agreement. None of the parties intend to directly or substantially benefit a third party by this Interim Agreement. The parties agree that there are no third party beneficiaries to this Interim Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Interim 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.

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

14. Termination. In the event of emergency, the CITY may cancel this Interim Agreement during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Interim Agreement. Either party may send notice to the other party at the addresses set forth in the preamble.

15. Breach: A material breach of this Interim Agreement by MIAMI BECKHAM shall be grounds for the CITY to terminate this Interim Agreement, except that before such termination, MIAMI BECKHAM shall be entitled to ten (10) days written notice and an opportunity to cure the breach within such period. Notice of any breach may be sent as provided in Section 19, Notice, of this Interim Agreement.

16. 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 Interim 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.

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

18. Scrutinized Companies. As a condition precedent to the effectiveness of this Interim Agreement and as a condition precedent to any renewal of this Interim Agreement, MIAMI BECKHAM 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 Interim Agreement at the CITY's option if MIAMI BECKHAM 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.

19. 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 (CLagerbloom@fortlauderdale.gov)

With a copy to:

City of Fort Lauderdale
City Attorney's Office (ABoileau@fortlauderdale.gov)
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

MIAMI BECKHAM:

PABLO ALVAREZ (Pablo.alvarez@intermiamicf.com)
Vice President & General Counsel
800 Douglass Road, 7th Floor
Miami FL 33134
(305) 406-1892

Stephanie J. Toothaker, Esquire
(sjt@TrippScott.com);(stephanie@toothaker.org)
Tripp Scott
110 SE Sixth Street, Suite 1500
Fort Lauderdale, FL 33301
(954) 648-9376

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

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Christopher J. Lagerbloom
City Manager

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

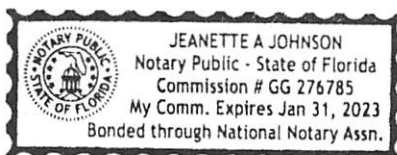
APPROVED AS TO FORM:

[Signature]
Alain E. Boileau, City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



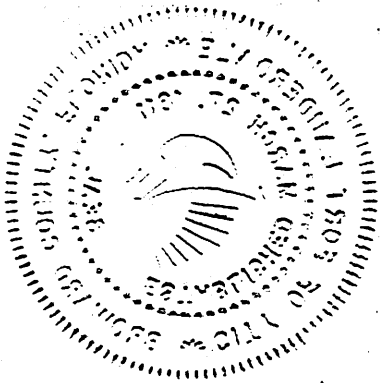
Jeanette A. Johnson
Notary Public Signature

Jeanette A. Johnson
Name of Notary Typed

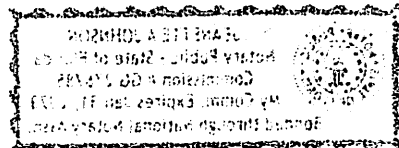
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Commission Number GG 276 785

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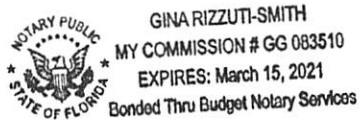
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STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Gina Rizzuti-Smith
Notary Public, State of Florida

Gina Rizzuti-Smith
Name of Notary Typed,
Printed or Stamped
My Commission Expires:

GG 083510
Commission Number

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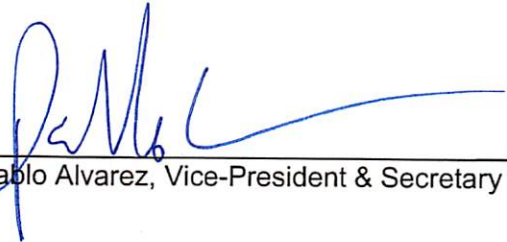
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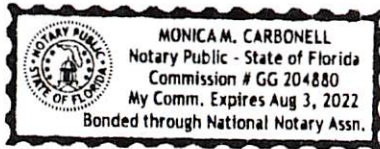
MIAMI BECKHAM UNITED, LLC

By 
Pablo Alvarez, Vice-President & Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18th day of April, 2019, by **Pablo Alvarez**, on behalf of said corporation. He is personally known to me or produced _____ as identification and did not take an oath.

(SEAL)




Notary Public signature

monica m. Carbonell
Name Typed, Printed or Stamped
My Commission Expires:
Commission Number:

EXHIBIT A

(Legal Description of the "Property")

DESCRIPTION: PARCEL(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 38°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 8-26, 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 SOUTHEAST, 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 56°50'34" AND AN ARC DISTANCE OF 386.92 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 38°25'49" WEST, A DISTANCE OF 118.88 FEET; THENCE SOUTH 46°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 75.69 FEET; THENCE SOUTH 87°26'38" EAST, A DISTANCE OF 65.41 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD; THENCE CONTINUE ALONG SAID

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.

OF BEGINNING.
ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST 12TH AVENUE, A DISTANCE OF 230.80 FEET TO THE POINT
ARC DISTANCE OF 57.48 FEET; THENCE NORTH 02°04'39" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE,
THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 94°05'40" AND AN
OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTH ALONG
CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE
AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, A
FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY
RIGHT, HAVING A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 194.53
CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE
NORTH RIGHT-OF-WAY NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A
TO A POINT ON THE NORTH RIGHT-OF-WAY OF COMMERCIAL BOULEVARD; THENCE CONTINUE ALONG SAID
NORTH 88°10'19" EAST, A DISTANCE OF 75.69 FEET; THENCE SOUTH 87°26'38" EAST, A DISTANCE OF 65.41 FEET,
02°00'27" EAST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 45°51'33" EAST, A DISTANCE OF 169.23 FEET; THENCE
DISTANCE OF 258.18 FEET; THENCE SOUTH 42°34'19" WEST, A DISTANCE OF 59.31 FEET; THENCE SOUTH
410.54 FEET; THENCE SOUTH 38°25'49" WEST, A DISTANCE OF 118.88 FEET; THENCE SOUTH 46°58'55" EAST, A
THENCE SOUTH 88°10'19" WEST, A DISTANCE OF 348.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF

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

TOGETHER WITH: PARCEL 19-B

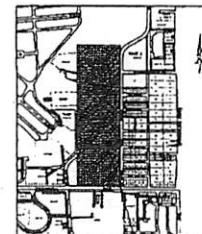
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 185,477 SQUARE FEET OR 4.26 ACRES, MORE OR LESS.

OF BEGINNING.
ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTHWEST 12TH AVENUE, A DISTANCE OF 230.80 FEET TO THE POINT
ARC DISTANCE OF 57.48 FEET; THENCE NORTH 02°04'39" WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE,
THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 94°05'40" AND AN
OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTH ALONG
CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE
AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, A
FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE EASTERLY
RIGHT, HAVING A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 194.53
CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE
NORTH RIGHT-OF-WAY NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A

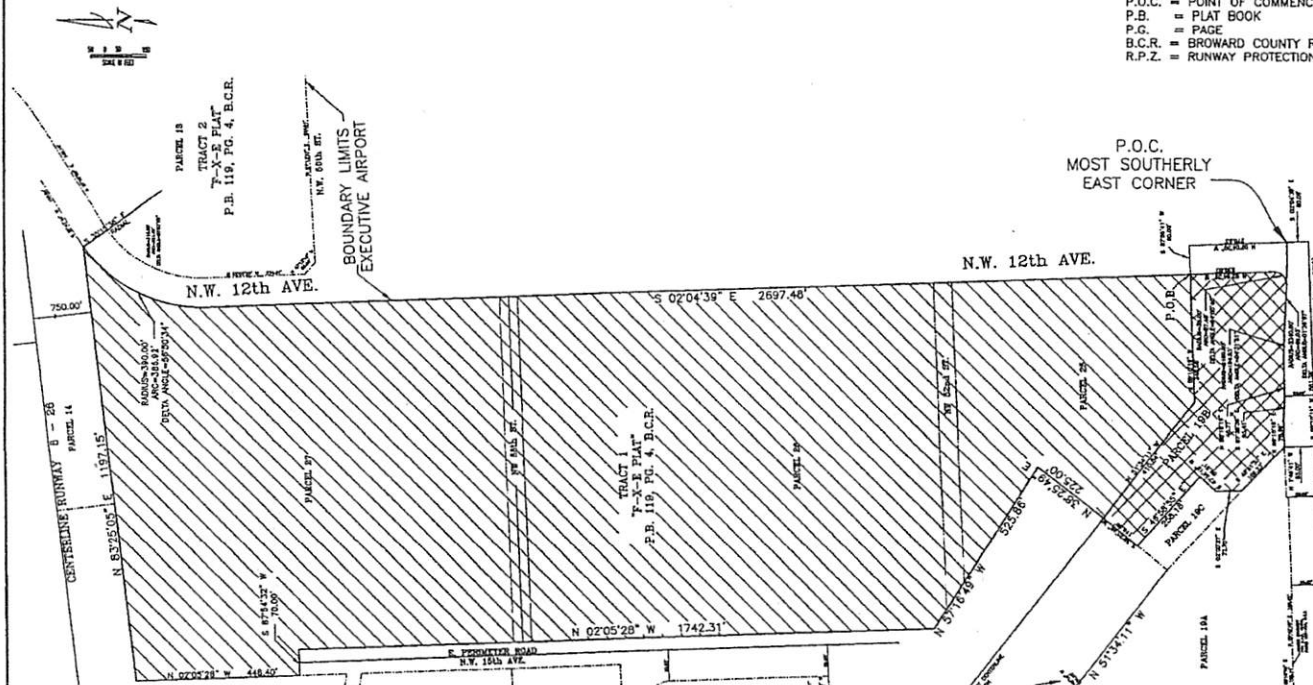
SKETCH AND DESCRIPTION

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
R.P.Z. = RUNWAY PROTECTION ZONE



SITE LOCATION (N.T.S.)



DESCRIPTION: PARCELS 25, 26, AND 27 COMBINED

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 118, 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 87°10'19" WEST, A DISTANCE OF 346.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE NORTH 38°25'48" EAST, A DISTANCE OF 225.00 FEET; THENCE NORTH 87°16'49" WEST, A DISTANCE OF 525.86 FEET, THE LAST TWO DESCRIBED COURSES BEING ALONG THE SOUTHEASTERNLY AND NORTHEASTERNLY 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 87°55'05" EAST, ALONG A LINE PARALLEL WITH AND 705.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 8-26, 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 CONTOUR TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 33°15'34" 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 350.00 FEET, A CENTRAL ANGLE OF 56°50'34" AND AN ARC DISTANCE OF 388.82 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 02°04'39" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2697.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2,816,330 SQUARE FEET OR 60.0627 ACRES, MORE OR LESS.

TOGETHER WITH PARCEL 19-8

A PORTION OF TRACT 1, F-X-E PLAT, P.B. 118, 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 87°10'19" WEST, A DISTANCE OF 346.58 FEET; THENCE NORTH 51°34'11" WEST, A DISTANCE OF 410.54 FEET; THENCE SOUTH 38°25'48" WEST, A DISTANCE OF 118.86 FEET; THENCE SOUTH 44°58'50" EAST, A DISTANCE OF 258.18 FEET; THENCE SOUTH 42°54'19" WEST, A DISTANCE OF 55.31 FEET; THENCE SOUTH 02°00'27" EAST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 40°51'33" EAST, A DISTANCE OF 189.23 FEET; THENCE NORTH 88°10'19" EAST, A DISTANCE OF 75.68 FEET; THENCE SOUTH 87°55'41" WEST, A DISTANCE OF 63.41 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL BOULEVARD, THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONTOUR TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,460.00 FEET, A CENTRAL ANGLE OF 04°15'31" AND AN ARC DISTANCE OF 184.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONTOUR 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°30'57" AND AN ARC DISTANCE OF 68.03 FEET TO THE POINT OF COMPOUND CURVATURE OF CIRCULAR CURVE CONTOUR 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 84°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 12 AVENUE, A DISTANCE OF 230.00 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 (1983/80) USING THE EAST LINE OF PARCEL 26 PER F-XE 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

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|--|---------------|
| DATE: 6/27/2015 | |
| SCALE: 1" = 100' | FIELD BOOK: |
| PROJECT NO. 11404 | PARCEL NO. 25 |
| CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 | |

| NO. | DATE | REVISION/DESCRIPTION |
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PROJECT # P-11404
F-XE PARCEL(S) 19B, 25, 26 & 27 COMBINED
SKETCH & DESCRIPTION
TRACT 1
NW CORNER COMMERCIAL AND NW 12 AVE

| | |
|--------------------------|----------------|
| SHEET NO. 1 | OF 1 |
| TOTAL: 1 | |
| CAD FILE: F-XE PARCEL 25 | FILED FILE NO. |
| DATE: 6-12-2015 | |