

**INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT**

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (referenced herein as this "**Agreement**") is entered into as of this _____ day of _____, 2021, by and between the City of Fort Lauderdale, a Florida municipal corporation ("**City**") and First Industrial Harrisburg, L.P., a Delaware limited partnership, referred to as ("**Tenant**").

WITNESSETH:

WHEREAS, City is the fee simple owner of the property legally described in **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, on June 20, 2019, City and Tenant entered into a Lease Agreement for the Tenant to lease the property legally described in **Exhibit "A"** (herein referred to as the "Leased Premises") for fifty (50) years; and

WHEREAS, portions of the Leased Premises (herein referred to as "the property") were recently developed into warehouses and office spaces and electricity needs to be provided to the property; and

WHEREAS, Florida Power & Light Company ("FPL") is the provider of electricity; and

WHEREAS, FPL has requested that the City execute three Underground Easements in order for FPL to provide electrical service to the property; and

WHEREAS, the terms of the three Underground Easements attached hereto as **Exhibit "B"**, provide among other things that FPL will obtain non-exclusive easements for itself, its affiliates, licensees, agents, successors, and assignees for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within the easement areas described in the Underground Easements; and

WHEREAS, there is an existing utility easement on lot 6 of the Leased Premises identified in the Airport Plat which is attached hereto as **Exhibit "C"**; and

WHEREAS, City and Tenant acknowledge that one of the proposed Underground Easements located on lot 6 in Exhibit "B" will permit FPL utilities to traverse the existing Utility Easement on lot 6 that currently has a City-owned water main and sanitary sewer main and also may currently include other utilities; and

WHEREAS, City and Tenant acknowledge that the existing Utility Easement on lot 6 may need to accommodate other public utilities in the future; and

WHEREAS, Resolution No. _____ authorizes Owner's City Manager to execute the Underground Easements attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the foregoing representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. City and Tenant have read and acknowledge the terms of the Underground Easements attached hereto as **Exhibit "B"**.
3. Tenant agrees to protect, defend, indemnify, and hold harmless the City, its officers, employees, volunteers, officials, contractors, and agents harmless from and against any and all liabilities, lawsuits, losses, costs, claims, penalties, expenses, damages, settlements, judgments, decrees, costs, charges, including all attorney's fees actually incurred, including but not limited to pre-trial proceedings, trial, post-trial, arbitration, mediation, and appellate proceedings, and other expenses, charges or liabilities of any kind, arising out of or in connection with any interference or disruption of the City's use of or any other utility's use of the existing Utility Easement identified on lot 6 of the Airport Plat in **Exhibit "C"** and identified on lot 6 in Exhibit "B". For purposes of this agreement, the term "interference" means creating a hindrance or obstacle or obstruction or restricting the City's use or any other utility's use of the existing Utility Easement identified on lot 6 of the Airport Plat in **Exhibit "C"** or preventing the City's use of or any other utility's use of the existing Utility Easement identified on lot 6 of the Airport Plat in **Exhibit "C"**; and
4. Tenant agrees to protect, defend, indemnify, and hold harmless the City, its officers, employees, officials, contractors, volunteers, and agents harmless from and against any and all liabilities, lawsuits, costs, claims, penalties, damages, settlements, judgments, decrees, costs, charges, including all attorney's fees actually incurred, including but not limited to pre-trial proceedings, trial, post-trial, arbitration, mediation, and appellate proceedings, and other expenses, charges or liabilities of any kind, sought against the City or any of its officers, agents, servants, employees or contractors resulting from the installation, maintenance, location, relocation, construction, reconstruction, operating, maintenance or repair of any utilities located within the Underground Easement located on lot 6 in **Exhibit "B"** or arising out of the use of the Underground Easement located on lot 6 or the use or the installation, maintenance, location, relocation, construction, reconstruction, operating, maintenance or repair of any utilities located within of the existing Utility Easement on lot 6 identified in the Airport Plat in **Exhibit "C"** and in **Exhibit "B"**. The indemnity hereunder includes not only the costs, expenses and attorneys' fees incurred by the City in defense of any third party's claim (prior to and during all phases of litigation, including but not limited to pre-trial proceedings, trial and post-trial, arbitration, mediation, and appellate proceedings) and also includes the reasonable costs, expenses and attorneys' fees incurred by the City in the event it must enforce the terms of this Agreement prior to and during mediation, arbitration, all litigation including pre-trial proceedings, trial, post-trial and appellate proceedings.

5. Tenant shall indemnify and hold City harmless from any and all claims, damages, liability, losses and causes of actions which may arise out of the granting of the Underground Easement located on lot 6 in **Exhibit "B"** to FPL or the use and activities of Tenant, its assignees, and successors, contractors, licensee's, agents, and FPL, FPL's affiliates, contractors, licensees, agents, successors, and assigns, or third parties associated with the Underground Easement on lot 6 in **Exhibit "B"** or associated with the existing Utility Easement on lot 6 identified in the Airport Plat in **Exhibit "C"**. Tenant shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits or claims in the name of City, when applicable, including appellate proceedings, and shall pay all costs, judgments and attorney fees which may issue thereon.

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

7. This Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by Tenant. Tenant shall record this Agreement and a copy of the recorded Agreement shall be provided to Airport Manager and filed with the City Clerk's Office within ten (10) days after the date that it is recorded.

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Broward County Florida or if appealed in the applicable appellate court in the State of Florida.

9. Tenant expressly agrees for itself, its successors, and assigns, to prevent any use of the existing Utility Easement on lot 6 identified in the Airport Plat and in Exhibit "B" which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard as determined by the Airport Manager in his sole but reasonable discretion.

10. All notices required or permitted to be given under the terms and provisions of this Agreement shall be in writing, or hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

As to the City:

City of Fort Lauderdale
Attention: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to:

Fort Lauderdale Executive Airport
Attention: Airport Manager
6000 NW 21st Avenue
Lauderdale, Florida 33309

With copy to:

City of Fort Lauderdale
Attention: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

As to Tenant:

First Industrial Realty Trust, Inc
Attn: Ben Wallert
5503 W Waters Ave, Suite 503
Tampa, FL 33634

11. Tenant shall not assign this Agreement without prior written consent from the City which must be approved by a motion of the City Commission.

12. The individuals and entities executing below represent and warrant their corporate authority to execute this Agreement, bind the respective entities hereto, and perform their obligations hereunder.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

14. Nothing herein shall be deemed a waiver of City's waiver of sovereign immunity.

15. This Agreement shall automatically terminate on June 20, 2069.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the City Commission has authorized this Agreement to be executed on behalf of the City of Fort Lauderdale in accordance with Resolution No. _____.

CITY

ATTEST:

**City of Fort Lauderdale, a Florida
municipal corporation.**

Jeffrey A. Modarelli, City Clerk

Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:
Alain E. Boileau, City Attorney

Shari C. Wallen, Esq.
Assistant City Attorney

TENANT

WITNESSES:

First Industrial Harrisburg, L.P., a Delaware limited partnership.

Print Name

Print Name: _____
Title: _____

Print Name

ATTEST:

Print Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ as _____ of First Industrial Harrisburg, L.P., a Delaware limited partnership.

(SEAL)

Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ____ OR Produced Identification ____

EXHIBIT A
LEASED PREMISES



First American

Exhibit A

ISSUED BY
**First American Title Insurance
Company**

File No: NCS-931877-CHI2

File No.: NCS-931877-CHI2

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

LOTS 12, 13, 14 & 15, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 8, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCLUDING THE FOLLOWING PROPERTY (the "Conservation Easement"):

PORTIONS OF LOTS 12 AND 13, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88°09'08" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13, FOR 101.66 FEET; THENCE NORTH 1°49'53" WEST, OR 285.75 FEET; THENCE NORTH 87°18'01" EAST, FOR 5.99 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 297.00 FEET AND A CENTRAL ANGLE OF 13°09'58"; THENCE EASTERLY ALONG SAID CURVE FOR 68.25 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 578.00 FEET AND A CENTRAL ANGLE OF 13°09'58"; THENCE EASTERLY ALONG SAID CURVE FOR 132.82 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°18'01" EAST, FOR 200.94 FEET; THENCE SOUTH 1°48'01" EAST ALONG A LINE 15 FEET WESTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY BOUNDARY OF SAID LOT 12, FOR 306.04 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF SAID CURVE BEARS NORTH 40°28'57" WEST FROM SAID POINT; THENCE WESTERLY ALONG A SOUTHERLY BOUNDARY OF SAID LOT 12, AND AN ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, AND A CENTRAL ANGLE OF 38°38'05", FOR 26.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°09'08" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 12, FOR 279.03 FEET TO THE POINT OF BEGINNING.

AND

PORTIONS OF LOTS 6 AND 7, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE N 87°17'34" E ALONG THE NORTHERLY BOUNDARY OF SAID LOT 6, FOR 249.44 FEET; THENCE S 2°42'26" E, FOR 93.00 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 780.78 FEET AND A CENTRAL ANGLE OF 08°04'39"; THENCE SOUTHERLY ALONG SAID CURVE FOR 110.07 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 02°29'31"; THENCE SOUTHERLY ALONG SAID CURVE FOR 8.90 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 522.00 FEET AND A CENTRAL ANGLE OF 09°18'07"; THENCE SOUTHERLY ALONG SAID CURVE FOR 84.75 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 87°04'02"; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR 7.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°14'05" WEST FOR 551.45 FEET; THENCE NORTH 1°46'00" WEST FOR 241.46 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A

RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}03'34''$; THENCE NORTHEASTERLY ALONG SAID CURVE FOR 77.72 FEET; THENCE N $87^{\circ}17'34''$ E ALONG THE NORTHERLY BOUNDARY OF SAID LOT 7, FOR 274.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
UNDERGROUND EASEMENTS

Work Request No. 9372680

Sec. 9, Twp 49 S, Rge 42 E

Parcel I.D. 494209010180
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Paul E. Brewer
Co. Name: Paul E. Brewer & Associates, Inc.
Address: 12321 N.W. 35th Street
Coral Springs, FL 33065

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2021.

WITNESSES:

**CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF FLORIDA**

[Witness type or print name]

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

[Witness type or print name]

ATTEST:

Approved as to form:
Alain E. Boileau, City Attorney

Jeffery A. Modarelli, City Clerk

By _____
Shari C. Wallen, Esq., Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT

WITNESSES:

FIRST INDUSTRIAL HARRISBURG, L.P., a
Delaware limited partnership

Signature

By: _____

Print Name

Print Name: _____

Signature

Title: _____

Print Name

ATTEST:

(CORPORATE SEAL)

_____, Secretary
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ as _____ of FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

(SEAL)

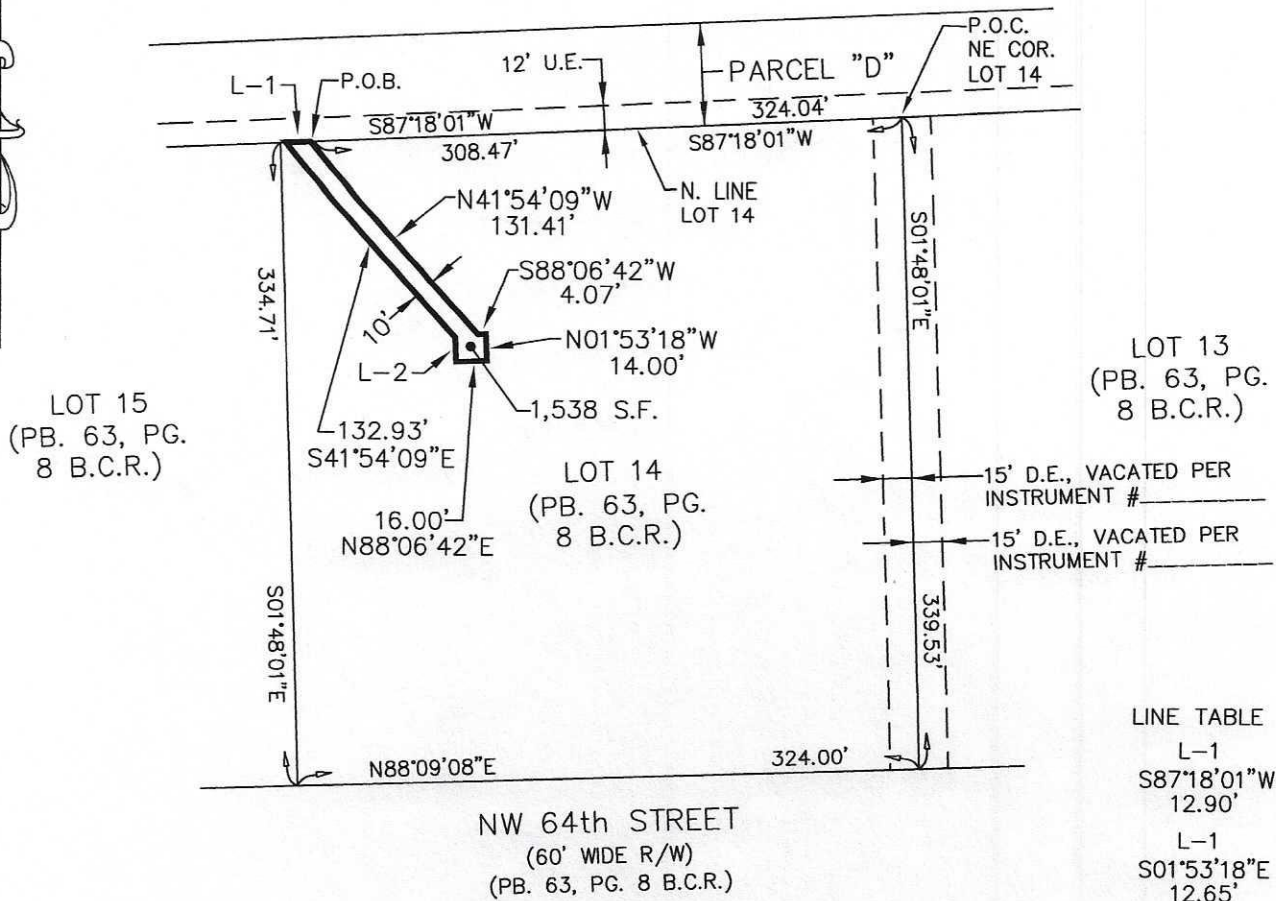
Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of
Notary Public

My Commission Expires: _____

SKETCH AND DESCRIPTION

FP&L EASEMENT



LINE TABLE

L-1
S87°18'01\"W
12.90'
L-1
S01°53'18\"E
12.65'

NOTES:

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A MAP OF BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2 (PB. 63, PG. 8 B.C.R.)
3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.
4. EASEMENTS SHOWN HEREON ARE PER FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2 (PB. 63, PG. 8 B.C.R.) UNLESS NOTED OTHERWISE.

D.E. = DRAINAGE EASEMENT
S.F. = SQUARE FEET
PB. = PLATBOOK
PG. = PAGE
R/W = RIGHT OF WAY
COR. = CORNER
U.E. = UTILITY EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
B.C.R. = BROWARD COUNTY RECORDS

CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED.

DATED: 11/25/20

PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240
CERTIFICATE OF AUTHORIZATION NO. LB 2794

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



**PAUL E. BREWER
& ASSOCIATES, INC.**
12321 N.W. 35th Street
Coral Springs, FL 33065
PH: (954) 753-5210
FAX: (954) 753-9813
brewer@bellsouth.net

SCALE: 1" = 100'

FB/PG: N/A

DRAWN BY: AFF

CKD. BY: WDK

JOB NO:
19-57-FPL-BLDG I

REVISIONS

DATE

BY

CKD

FB/PG

ADDRESS CLIENT COMMENTS

1/5/21

AFF

WDK

N/A

SHEET 1 OF 2

CAM # 21-0123

Exhibit 3

Page 14 of 28

SKETCH AND DESCRIPTION

FP&L EASEMENT

DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 14 OF FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD, COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 14 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2;

THENCE SOUTH 87°18'01" WEST, ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 308.47 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 87°18'01" WEST ALONG SAID NORTH LINE OF LOT 14, A DISTANCE OF 12.90 FEET;

THENCE SOUTH 41°54'09" EAST, A DISTANCE OF 132.93 FEET;

THENCE SOUTH 01°53'18" EAST, A DISTANCE OF 12.65 FEET;

THENCE NORTH 88°06'42" EAST, A DISTANCE OF 16.00 FEET;

THENCE NORTH 01°53'18" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 88°06'42" WEST, A DISTANCE OF 4.07 FEET;

THENCE NORTH 41°54'09" WEST, A DISTANCE OF 131.41 FEET TO THE POINT OF BEGINNING.

SAID 10.00 FOOT WIDE STRIP OF LAND SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 1,538 SQUARE FEET MORE OR LESS.

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



**PAUL E. BREWER
& ASSOCIATES, INC.**

12321 N.W. 35th Street
Coral Springs, FL 33065
PH: (954) 753-5210

FAX: (954) 753-9813
brewer.in@bellsouth.net

SCALE:

N/A

FB/PG:

N/A

DRAWN BY:

AFF

CKD. BY:

WDK

JOB NO:

19-57-FPL-BLDG I

REVISIONS

DATE

BY

CKD

FB/PG

ADDRESS CLIENT COMMENTS

1/5/21

AFF

WDK

N/A

SHEET 2 OF 2

CAM # 21-0123

Work Request No. 9372693

Sec. 9, Twp 49 S, Rge 42 E

Parcel I.D. 494209010170
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Paul E. Brewer
Co. Name: Paul E. Brewer & Associates, Inc.
Address: 12321 N.W. 35th Street
Coral Springs, FL 33065

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2021.

WITNESSES:

**CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF FLORIDA**

[Witness type or print name]

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

[Witness type or print name]

ATTEST:

Approved as to form:
Alain E. Boileau, City Attorney

Jeffery A. Modarelli, City Clerk

By _____
Shari C. Wallen, Esq., Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT

WITNESSES:

FIRST INDUSTRIAL HARRISBURG, L.P., a
Delaware limited partnership

Signature

By: _____

Print Name

Print Name: _____

Signature

Title: _____

Print Name

ATTEST:

(CORPORATE SEAL)

_____, Secretary
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ as _____ of FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

(SEAL)

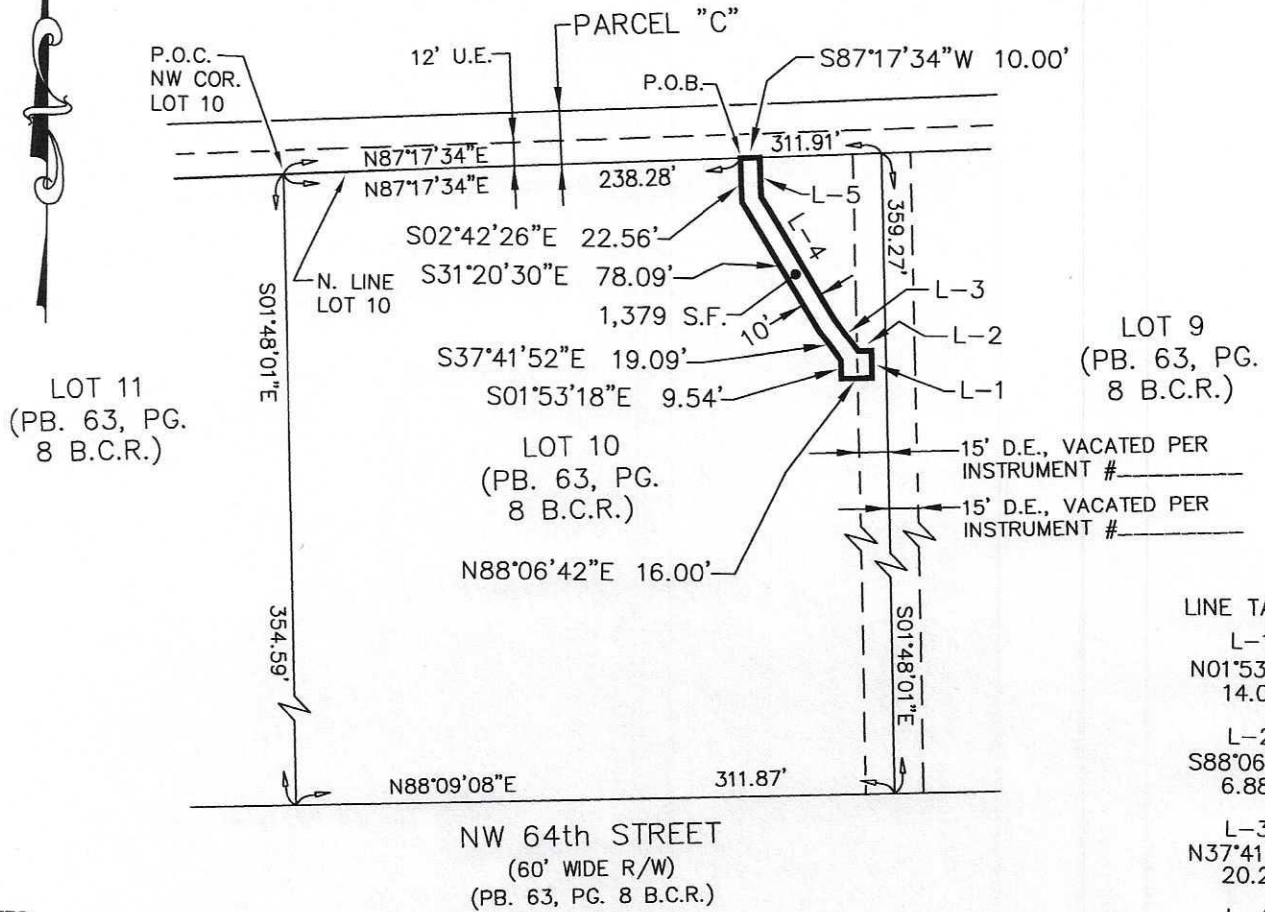
Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of
Notary Public

My Commission Expires: _____

SKETCH AND DESCRIPTION

FP&L EASEMENT



NOTES:

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P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
B.C.R. = BROWARD COUNTY RECORDS

CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED.

DATED: 11/24/20

PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240
CERTIFICATE OF AUTHORIZATION NO. LB 2794

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



PAUL E. BREWER & ASSOCIATES, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
PH: (954) 753-5210
FAX: (954) 753-9813
brewer@bellsouth.net

SCALE: 1" = 100'

FB/PG: N/A

DRAWN BY: AFF

CKD. BY: WDK

JOB NO: 19-58-FPL-BLDG II

REVISIONS

REVISIONS	DATE	BY	CKD	FB/PG
ADDRESS CLIENT COMMENTS	1/5/21	AFF	WDK	N/A

SHEET 1 OF 2

CAM # 21-0123

Exhibit 3

Page 19 of 28

SKETCH AND DESCRIPTION

FP&L EASEMENT

DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 10 OF FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD, COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2;

THENCE NORTH 87°17'34" EAST, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 238.28 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°42'26" EAST, A DISTANCE OF 22.56 FEET;

THENCE SOUTH 31°20'30" EAST, A DISTANCE OF 78.09 FEET;

THENCE SOUTH 37°41'52" EAST, A DISTANCE OF 19.09 FEET;

THENCE SOUTH 01°53'18" EAST, A DISTANCE OF 9.54 FEET;

THENCE NORTH 88°06'42" EAST, A DISTANCE OF 16.00 FEET;

THENCE NORTH 01°53'18" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 88°06'42" WEST, A DISTANCE OF 6.88 FEET;

THENCE NORTH 37°41'52" WEST, A DISTANCE OF 20.25 FEET;

THENCE NORTH 31°20'30" WEST, A DISTANCE OF 74.98 FEET;

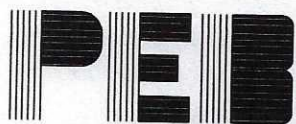
THENCE NORTH 02°42'26" WEST, A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF SAID LOT 10;

THENCE SOUTH 87°17'34" WEST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID 10.00 FOOT WIDE STRIP OF LAND SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 1,379 SQUARE FEET MORE OR LESS.

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



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& ASSOCIATES, INC.**
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PH: (954) 753-5210
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brewer@bellsouth.net

SCALE:

N/A

FB/PG:

N/A

DRAWN BY:

AFF

CKD. BY:

WDK

JOB NO:

19-58-FPL-BLDG II

REVISIONS

DATE

BY

CKD

FB/PG

ADDRESS CLIENT COMMENTS

1/5/21

AFF

WDK

N/A

SHEET 2 OF 2

CAM # 21-0123

Exhibit 3

Page 20 of 28

Work Request No. 9372696

Sec. 9, Twp 49 S, Rge 42 E

Parcel I.D. 494209010160
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Paul E. Brewer
Co. Name: Paul E. Brewer & Associates, Inc.
Address: 12321 N.W. 35th Street
Coral Springs, FL 333065

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2021.

WITNESSES:

**CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF FLORIDA**

[Witness type or print name]

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

[Witness type or print name]

ATTEST:

Approved as to form:
Alain E. Boileau, City Attorney

Jeffery A. Modarelli, City Clerk

By _____
Shari C. Wallen, Esq., Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT

WITNESSES:

FIRST INDUSTRIAL HARRISBURG, L.P., a
Delaware limited partnership

Signature

By: _____

Print Name

Print Name: _____

Signature

Title: _____

Print Name

ATTEST:

(CORPORATE SEAL)

_____, Secretary
[Print Name]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ as _____ of FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

(SEAL)

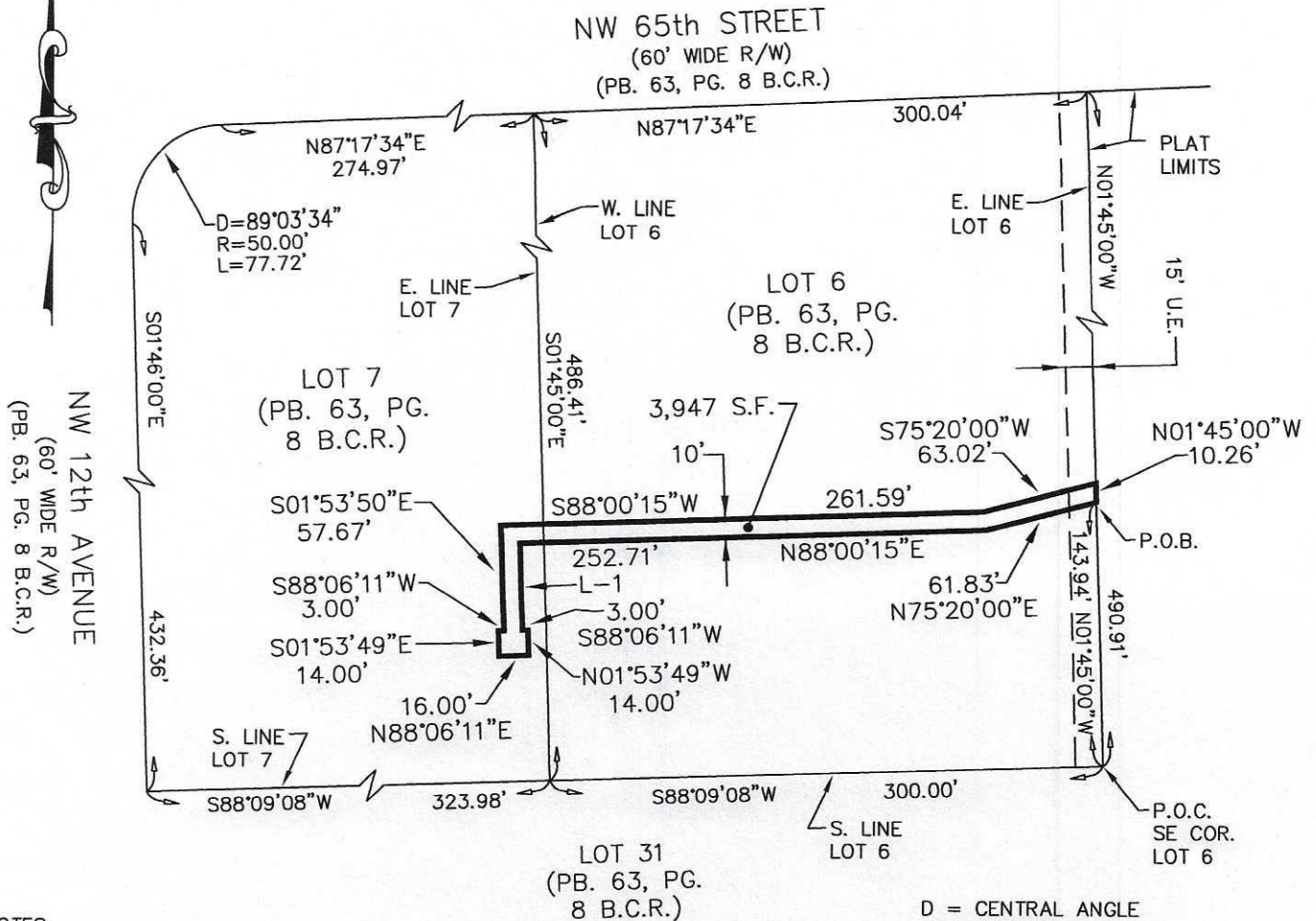
Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of
Notary Public

My Commission Expires: _____

SKETCH AND DESCRIPTION

FP&L EASEMENT



NOTES:

1. THIS IS A SKETCH AND DESCRIPTION AND NOT A MAP OF BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2 (PB. 63, PG. 8 B.C.R.)
3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.
4. EASEMENTS SHOWN HEREON ARE PER FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2 (PB. 63, PG. 8 B.C.R.) UNLESS NOTED OTHERWISE.

D = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
S.F. = SQUARE FEET
PB. = PLATBOOK
PG. = PAGE
R/W = RIGHT OF WAY
COR. = CORNER
U.E. = UTILITY EASEMENT
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
B.C.R. = BROWARD COUNTY RECORDS

LINE TABLE

L-1
N01°53'50"W
47.68'

CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 63-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AS AMENDED.

DATED: 11/23/20

PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240
CERTIFICATE OF AUTHORIZATION NO. LB 2794

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



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brewerine@bellsouth.net

SCALE: 1" = 100'

FB/PG: N/A

DRAWN BY: AFF

CKD. BY: WDK

JOB NO: 19-59-FPL-BLDG III

REVISIONS

DATE

BY

CKD

FB/PG

ADDRESS CLIENT COMMENTS

1/5/21

AFF

WDK

N/A

SHEET 1 OF 2

SKETCH AND DESCRIPTION

FP&L EASEMENT

DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 6 AND LOT 7 OF FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD, COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 2;

THENCE NORTH 01°45'00" WEST, ALONG THE EAST LINE OF LOT 6, A DISTANCE OF 143.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 01°45'00" WEST ALONG SAID EAST LINE OF LOT 6, A DISTANCE OF 10.26 FEET;

THENCE SOUTH 75°20'00" WEST, A DISTANCE OF 63.02 FEET;

THENCE SOUTH 88°00'15" WEST, A DISTANCE OF 261.59 FEET;

THENCE SOUTH 01°53'50" EAST, A DISTANCE OF 57.67 FEET;

THENCE SOUTH 88°06'11" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 01°53'49" EAST, A DISTANCE OF 14.00 FEET;

THENCE NORTH 88°06'11" EAST, A DISTANCE OF 16.00 FEET;

THENCE NORTH 01°53'49" WEST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 88°06'11" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 01°53'50" WEST, A DISTANCE OF 47.68 FEET;

THENCE NORTH 88°00'15" EAST, A DISTANCE OF 252.71 FEET;

THENCE NORTH 75°20'00" EAST, A DISTANCE OF 61.83 FEET TO THE POINT OF BEGINNING.

SAID 10.00 FOOT WIDE STRIP OF LAND SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 3,947 SQUARE FEET MORE OR LESS.

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD



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DRAWN BY:

AFF

CKD. BY:

WDK

JOB NO:

19-59-FPL-BLDG III

REVISIONS

DATE

BY

CKD

FB/PG

ADDRESS CLIENT COMMENTS

1/5/21

AFF

WDK

N/A

SHEET 2 OF 2

CAM # 21-0123

Exhibit 3

Page 25 of 28

EXHIBIT C
EXISTING UTILITY EASEMENT ON LOT 6

OFFICE OF THE CITY ENGINEER
NOVEMBER, 1966

[illegible]

Notary Public - State of Florida
My Comm. Expires 01/01/2011

[illegible]

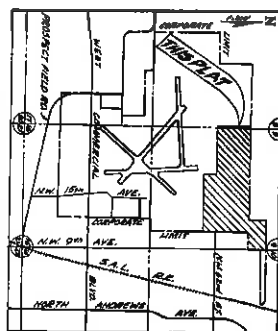
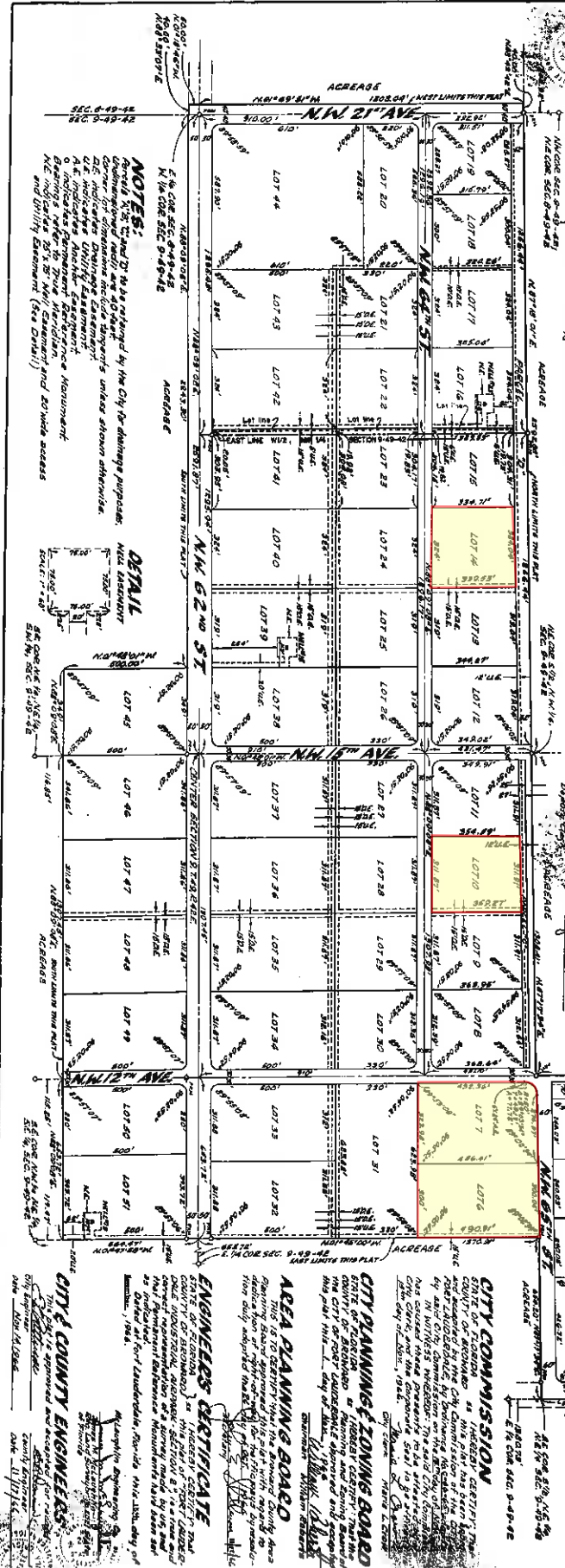
... Branch of ...
... Filing ...
... Attorney ...

... recorded in ...
... Court ...

ACEL PLANNING BOARD
CITY PLANNING & ZONING BOARD
CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
CITY OF LOS ANGELES
100 N. WILSON BOULEVARD
LOS ANGELES, CALIF. 90024
TELEPHONE (213) 475-1000
FAX (213) 475-1000
WWW.CITYOFLOSANGELES.CA.GOV

[illegible]

106

**LOCATION SKETCH**

I hereby certify this document to be a true
correct and complete copy of the record
filed in my office. Dated this 20 day
FEB, 2019
of County Administration
By [Signature] Deputy Clerk

