

**INDEMNIFICATION AND HOLD HARMLESS**  
**AGREEMENT**

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (referenced herein as this "**Agreement**") is entered into as of this 9<sup>th</sup> day of February, 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. 21-20.

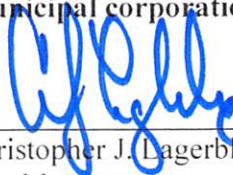
**CITY**

ATTEST:



\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

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

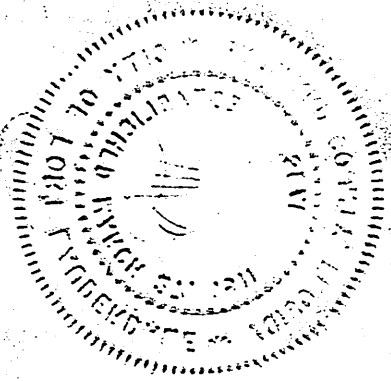


\_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

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



\_\_\_\_\_  
Shari C. Wallen, Esq.  
Assistant City Attorney




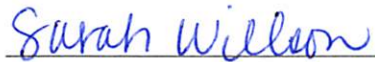
TENANT


WITNESSES:

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

  
\_\_\_\_\_  
Nicole Minsal  
Print Name

  
\_\_\_\_\_  
Print Name: Chris Wilson  
Title: Sr. Regional Director

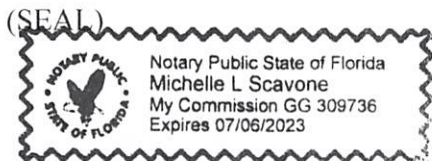
  
\_\_\_\_\_  
SARAH WILSON  
Print Name


ATTEST:  
  
\_\_\_\_\_  
Print Name: David Harker  
Title: Executive Vice President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2021, by Chris Wilson as Sr. Regional Dir. of First Industrial Harrisburg, L.P., a Delaware limited partnership.



  
\_\_\_\_\_  
Signature of Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2LG  
**RUSH!**  
2/9/2021

Today's Date: 2/4/2021

DOCUMENT TITLE: FIRST INDUSTRIAL HARRISBURG, L.P. – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 2/2/2021 CAM #: 21-0123 ITEM #: CR-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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

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

Date to CCO: 2/4/2021

Shari C. Wallen  
Attorney's Name

\_\_\_\_\_  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 2/8/2021

3) City Manager's Office: CMO LOG #: Feb-16 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☐ Mayor ☒ CCO Date: 2-9-21

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

5) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

6) CAO forwards 2 originals to CCO

7) City Clerk: Scan original and forwards 2 originals to: J. Larregui/CAO/Ext. 5106

1) One (1) Original to Chris Willson at First Industrial Harrisburg, L.P.

2) One (1) Original to Rufus James at FXE

Attach 1 certified Reso # 21-20 ☒ YES ☐ NO

Original Route form to J. Larregui/CAO