

## **COMPREHENSIVE AGREEMENT**

This Comprehensive Agreement is entered into this \_\_\_\_ day of July, 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 affiliates, successors and assigns ("MIAMI BECKHAM"), pursuant to Section 255.065(7), 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 the former Lockhart and Fort Lauderdale Stadiums, and which is more particularly described herein (the "Property");

WHEREAS, MIAMI-BECKHAM owns and operates the Major League Soccer team known as Inter-Miami CF;

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 portions of 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 portions of the Property;

WHEREAS, the CITY has determined that the Qualified Project shall serve a public purpose, insofar as the benefits to the local community of having Inter-Miami CF conduct its inaugural MLS seasons and training operations in the City of Fort Lauderdale are unique, diverse, and in the public's interest and include, but are not limited to, the creation of new jobs, increased tourist trade and promotional opportunities, direct and indirect tax revenues, the enhancement of the community's image, and the creation of sports fields, trails, open park space, and facilities for public use;

WHEREAS, the CITY has determined that it is in the public's best interest to expand the parks and recreational opportunities afforded to the greater Fort Lauderdale community by re-developing the Property;

WHEREAS, the CITY and MIAMI BECKHAM recognize the former uses of the Property, particularly as it relates to the use of the Property for soccer, 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 CITY to allow reasonable use of the Property for the aforementioned uses;

WHEREAS, because of the aforementioned benefits to the community, CITY and MIAMI BECKHAM have agreed to undertake a new sports and recreational complex, including community fields and facilities, anchored by a completely reconstructed stadium as more particularly described in this Comprehensive Agreement (hereinafter collectively the "Qualified Project");

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

## **COVENANTS**

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:

### **ARTICLE I**

#### **DEFINITIONS / EXHIBITS**

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

**1.02. Definitions.**

(a) "Community Site" means the southern portion of the Property, as more particularly legally described in **EXHIBIT 1** attached hereto and incorporated herein, including all community parks and recreational areas, and specifically including but not limited to certain running and walking trails, public park space, playground, dog park, public fields, and facilities for public use.

(b) "Community Site Improvement" shall mean construction of a running and walking trail, public park, playground, dog park, public fields, and a field maintenance building on the Community Site.

(c) "Comprehensive Agreement" means this Comprehensive Agreement between MIAMI BECKHAM and the CITY, including all of the attached Exhibits.

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

(e) "Functional Obsolescence" and "Functionally Obsolete" shall mean any equipment, fixture, furnishing, facility, surface, structure or any other component that is not dysfunctional (and thus not Physically Obsolete), but is no longer optimal for its intended purpose, by reason of (a) innovations, inventions or improvements in the design, manufacture or production of comparable equipment or facilities which render more efficient, more satisfactory or more technologically advanced service; or (b) changes in business patterns or practices which require the modification or addition of equipment or facilities.

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

(g) "Inter-Miami Site" means the northern portion of the Property, as more particularly legally described in **EXHIBIT 2** attached hereto and incorporated herein, including, but not limited to, the Stadium, the Training Facility, and all soccer fields, practice fields, parking areas, concessions, and retail facilities, all clubhouse facilities, tunnels, Inter-Miami office space and other facilities and elements of said Stadium and Training Facility to be constructed on the Inter-Miami Site pursuant to this Comprehensive Agreement.

(h) "Maintenance" shall mean all ordinary day-to-day general maintenance (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures, equipment or furniture within the Inter-Miami Site in order to preserve such items in their existing condition, ordinary wear and tear excepted. By way of illustration, and without limiting the generality of the foregoing, Maintenance shall include: (a) preventive or periodic maintenance procedures for equipment, fixtures or systems; (b) periodic testing of building systems; (c) ongoing trash removal; (d) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters; (e) touch-up painting; (f) cleaning the Stadium prior to, during and following all games; and (g) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Inter Miami Site in good order and condition. The term "Maintenance" shall not include any work defined as a "Repair."

(i) "MLS Soccer Season" shall mean the Major League Soccer regular season including exhibition games, friendlies, tournaments, qualifiers, and other post-season games.

(j) "MLS standards" shall mean applicable Major League Soccer rules, regulations, policies, bulletins and directives.

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

(l) "Property" shall mean the real property owned by CITY and located at Parcels 19B, 25, 26, and 27 at or near the Fort Lauderdale Executive Airport in the City of Fort

Lauderdale, Florida, commonly known as the site of the former Lockhart and Fort Lauderdale Stadiums, and subject to a Deed of Release between CITY and the United States of America, by and through the Federal Aviation Administration ("FAA"), dated July 6, 2015, and which are currently vacant and unoccupied, and which is more particularly legally described in **EXHIBIT 3** attached hereto and incorporated herein.

(m) "Qualified Project" shall mean the design and construction of the Training Facility and Stadium located within the Inter Miami Site and the Community Site Improvements located within the Community Site, and as more particularly described in Section 3.01, and as conceptually depicted in **EXHIBIT 4** attached hereto and incorporated herein.

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

(o) "Stadium" shall mean a state-of-the-art multi-purpose soccer stadium and event facility with approximately 18,000 seating capacity, a professional soccer field, parking areas, plazas, concessions, and retail facilities, all clubhouse facilities, office space, food and beverage facilities, meeting and event rooms, classrooms, and other related amenities, facilities and elements.

(p) "Training Facility" shall mean a +/- 50,000 square foot building with locker rooms, weight rooms, classrooms, dining facilities, coaches and administrative offices, medical and rehabilitation facilities, multiple soccer fields, including one multi-purpose field with bleachers ("Turf Field"), and other amenities for the use of MIAMI BECKHAM, its affiliates, subsidiaries, and assigns.

## **ARTICLE II**

### **TERM / OPTIONS TO RENEW**

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

**2.02. Term.** The "Initial Term" of this Comprehensive Agreement shall commence on the Effective Date and will expire on December 31, 2069.

**2.03. Renewal Term.** For purposes of this Comprehensive Agreement, a "Renewal Term" means a term of five (5) years commencing upon the expiration of the Initial Term or the immediately preceding Renewal Term, if any. The terms and conditions applicable during any Renewal Term shall be the same as set forth in this Comprehensive Agreement. MIAMI BECKHAM shall have the option to renew this Comprehensive Agreement for one (1) Renewal Term by providing CITY with written notice of such exercise at least 180 days prior to the expiration of the Initial Term. In addition, this Comprehensive Agreement may be renewed for two (2) additional Renewal Terms upon the mutual written agreement of both MIAMI BECKHAM and CITY. For purposes of this Comprehensive Agreement, the Initial Term and any Renewal Term may be referred to collectively as the "Term."

### **ARTICLE III**

#### **CONSTRUCTION, CAPITAL IMPROVEMENTS, MAINTENANCE**

**3.01. Description of the Qualified Project.** CITY, recognizing the critical importance of the time constraints inherent with the Qualified Project, authorizes MIAMI BECKHAM to design, develop and construct the Qualified Project on a "turn-key" basis. The parties agree that the Qualified Project will be designed, constructed, developed and completed by MIAMI BECKHAM on the Property in a first-class workmanlike manner, and as provided in this Comprehensive Agreement. MIAMI BECKHAM shall not be responsible for any "off-site" improvements necessary to serve the Qualified Project, except such "off-site" improvements as are required as a result of the development process. MIAMI BECKHAM shall, in consultation with CITY and in accordance with all applicable laws, codes, and ordinances, select the services of the Qualified Project design and construction team, including but not limited to the consultants, professionals, architects, engineering services, surveyors and landscape architects necessary to design and construct the Qualified Project and define its elements in detail sufficient for the Qualified Project's purposes and to fulfill the Qualified Project's construction requirements. To facilitate the expeditious completion of the Qualified Project, CITY shall use its best efforts to process all permits and necessary applications promptly. MIAMI BECKHAM may engage outside consultants on CITY's approved list of outside consultants in order to expedite the review process. The Qualified Project's design and construction must be acceptable to MIAMI BECKHAM and CITY. MIAMI BECKHAM shall submit the design of the Qualified Project, including the Inter Miami Site and the Community Site, to the City Manager or his designee for informal review prior to commencement of the design review process. CITY shall have the right to review and comment on project design and construction documents.

**3.02. Management of the Qualified Project Construction.** MIAMI BECKHAM shall manage and oversee the construction of the Qualified Project.

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

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

(b) Provide project designs to CITY for approval, which approval will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed and obtain all

necessary permits, licenses, and other approvals as required by CITY's Unified Land Development Regulations ("ULDR") for the prosecution of the Qualified Project;

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

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

(e) In accordance with Section 255.065(5)(b)(1) and (7)(a)(1), Florida Statutes, provide CITY with (i) a guarantee by Miami Beckham United, LLC, as parent company, of the performance of its obligations under this Comprehensive Agreement and the payment of all subcontractors and (ii) cause its subcontractors to provide City with public performance and payment bonds in the amount equal their contract price which bond(s) shall meet the requirements of Section 255.05, Florida Statutes. Such bond(s) shall be written by a surety licensed to do business in the State of Florida and otherwise acceptable to CITY; provided, however, that the surety shall be rated as "A-1" or better as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. Such bond(s) shall be recorded in the Public Records of Broward County, Florida by said subcontractors prior to the commencement of any construction work on the Qualified Project;

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

(g) Require all contractors and subcontractors to indemnify and hold harmless CITY and MIAMI BECKHAM and its officers, agents, directors, and employees;

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

(i) Obtain prior CITY approval, not to be unreasonably withheld, unreasonably conditioned, or unreasonably delayed for any change orders on the Qualified Project that would materially amend the scope or quality of the Qualified Project, including the Inter Miami Site and the Community Site;

(j) Plan, organize, supervise, monitor, direct, and control the work on the Qualified Project to ensure that it is done competently and efficiently and in accordance with the design and budget and protect the work from loss due to weather, theft, or other cause. Neither CITY nor CITY funds shall be used to pay any Qualified Project costs to the extent that they directly arise from the negligence or willful misconduct of MIAMI BECKHAM after the Effective Date;

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

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

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

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

**3.04. Minimum Required Improvements.**

MIAMI BECKHAM, at its expense, will complete, to both parties' reasonable satisfaction, the following Improvements at the Inter Miami Site and Community Site, as part of the Qualified Project, within three (3) years from the Effective Date:

(a) Stadium, as defined in Section 1.02.

(b) Training Facility, as defined in Section 1.02.

(c) Community Site Improvement, as defined in Section 1.02.

**3.05.** Other than as specifically set forth in this Comprehensive Agreement, MIAMI BECKHAM shall be responsible for the cost of all construction of the Qualified Project, as well as the cost of any Improvements and costs of operations and Maintenance of the Inter Miami Site, for the duration of the Initial Term and any Renewal Term.

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

**3.07.** 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 Comprehensive Agreement.

### **3.08. CITY Obligations.**

(a) **Coordination/Assistance.** CITY shall use its best efforts to hasten all permit reviews and processes associated with the permitting approval process; provided, however, that CITY shall not be responsible for paying any increased costs associated with any such efforts. As deemed necessary by either CITY or MIAMI BECKHAM, CITY will join with MIAMI BECKHAM as an applicant on all required applications, as the proprietor of the Property, consistent with this Comprehensive Agreement and will support such applications throughout the review and approval process.

(b) CITY will be responsible for all costs associated with the maintenance of the Community Site Improvements on the Community Site.

(c) MIAMI BECKHAM shall use commercially reasonable efforts to complete the Community Site Improvements within three (3) years of the Effective Date of this Comprehensive Agreement; provided, however that the failure to complete the work within such three (3) year period shall not be considered a MIAMI BECKHAM Default hereunder. In the event MIAMI BECKHAM does not complete the work within such three (3) year period, CITY's sole remedy shall be to undertake the work on MIAMI BECKHAM's behalf at MIAMI BECKHAM's sole cost and expense.

## **ARTICLE IV**

### **COST OF THE QUALIFIED PROJECT**

**4.01. Cost of the Qualified Project.** The Qualified Project is estimated to cost approximately \$60 Million, including design fees, management fees and legal fees. The cost of the Qualified Project is expected to be fully funded by MIAMI BECKHAM through private funds.

**4.02. Cost Overruns.** To the extent that there are cost overruns associated with the construction of the Qualified Project, with the exception of any cost overruns associated with the Improvements described in Section 3.07(c), any such cost overruns will be paid by MIAMI BECKHAM.

**4.03. Commencement of the Qualified Project.** CITY and MIAMI BECKHAM shall cooperate so that construction on the Qualified Project may commence by July 15, 2019. The Qualified Project shall thereafter proceed forthwith to completion.

## **ARTICLE V**

### **THE PROPERTY AND GRANT OF USE**

**5.01. Grant of Use.** Except as otherwise provided in this Comprehensive Agreement, CITY grants to MIAMI BECKHAM the exclusive, year-round right during the Initial Term and any Renewal Term to: use; manage; occupy; operate; program; market; broadcast and telecast from (via any medium now known or hereinafter developed, including but not limited to "Interactive Media" (as such term is defined by Major League Soccer) and new media); grant use to third parties; license; sponsor; install fixtures and construct facilities, improvements and other structures on and to, in accordance with this Comprehensive Agreement; and make any other use of and to, whether or not specifically enumerated herein, the Inter Miami Site, in accordance with the terms and conditions of this Comprehensive



Agreement. It is a stated goal of the parties to permit and to encourage MIAMI BECKHAM to increase the utilization of the Inter Miami Site for public events, which increase in utilization is acknowledged to be mutually beneficial for the parties. Without limiting anything contained in this Section, all events sponsored, operated or authorized by MIAMI BECKHAM at the Inter Miami Site may be authorized except as provided herein and except as may be required by any applicable law or ordinance. MIAMI BECKHAM's use and occupancy of the Inter Miami Site is not, and shall not be construed to be, an interest in real property.

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

(a) At its sole discretion, control the scheduling and use of the Inter Miami Site as a publicly operated, athletic, entertainment and conference facility for all soccer and non-soccer events;

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

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

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

(e) Obtain and maintain the insurance further described in Article VIII, which shall list CITY as an additional insured for any policies relating to MIAMI BECKHAM's use and operation of the Inter Miami Site;

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

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

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

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

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

(k) Meet the standards and regulations of Major League Soccer.

**5.03. Event Control.** MIAMI BECKHAM has the right, at its sole discretion, to cancel or postpone any event to be held at the Inter Miami Site.

**5.04. Non-Soccer-Related Events at the Inter Miami Site.** MIAMI BECKHAM may sponsor, operate or authorize non-soccer related public events at the Inter Miami Site only to the extent that any such event is not prohibited by law or ordinance, and is approved by CITY, which consent will not be unreasonably withheld.

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

**5.06. Third Party Rights.** During the Term of this Comprehensive Agreement, and except as otherwise provided in this Comprehensive Agreement, CITY agrees not to sell, lease, or otherwise transfer portions of or rights to the Property, except easements and rights of way for utility or governmental purposes, without the prior written approval of MIAMI BECKHAM, which approval shall not be unreasonably withheld; provided, however, that CITY agrees that the reserved easements and rights-of-way for utility or governmental purposes shall not be exercised in a way to unreasonably interfere with MIAMI BECKHAM's use of the Inter Miami Site for the purposes described above.

**5.07 Access to Turf Field Within Training Facility.** MIAMI BECKHAM will provide access to City of Fort Lauderdale High Schools for a minimum of 24 days per year to use the Turf Field located within the Training Facility for high school football or soccer events, upon schedules, rules, terms, and conditions agreeable to MIAMI BECKHAM and CITY. Upon the determination of available dates agreeable to MIAMI BECKHAM and CITY, CITY will be responsible for scheduling and programing the games or events through separate agreements with the Broward County School Board or other third-party.

**5.08. Use of Stadium.** CITY has the right to use the Stadium for a minimum of four (4) days per year, which use shall include: soccer, high school football games, band concerts, JROTC, and other local community sports games and events, at no charge to CITY (other than reimbursing MIAMI BECKHAM for any operating expenses incurred by MIAMI BECKHAM as a result of CITY's use of the Stadium). The dates during which CITY may use the

Stadium will be selected by mutual agreement of the parties; provided that, if the parties cannot agree on the dates, MIAMI BECKHAM's reasonable selection of dates will be final and controlling. CITY may use the Stadium only for functions which do not directly compete with revenue-generating events and shall not create any conflicts with sponsorships which have been otherwise arranged by MIAMI BECKHAM or any other MLS entity. Moreover, CITY's use of the Stadium must not interfere in any way with MIAMI BECKHAM's use and quiet enjoyment of the Stadium. CITY will not use or authorize the use of the Stadium in any manner which would have a material detrimental impact on the Stadium, and CITY will be and remain solely responsible for any damage or destruction to the Stadium by CITY or its assignee. CITY, or its assignee, is entitled to retain the revenues from ticket sales for its events, parking revenue, and concessions sold during the events when the Stadium is utilized by CITY; provided, however, that although MIAMI BECKHAM covenants to cooperate with CITY in such endeavors, MIAMI BECKHAM will not be required to provide concession management services and/or any other related services during any CITY event. In all cases, MIAMI BECKHAM will be reimbursed by CITY for any operating costs and expenses incurred by MIAMI BECKHAM as a result of CITY's use of the Stadium, including but not limited to, the cost of any parking attendants, ticket takers, security personnel, clean-up crews, pro-rata utility cost, and the like provided by MIAMI BECKHAM.

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

**5.10 Liaison.** MIAMI BECKHAM shall name a person to be the liaison to work with CITY with respect to coordinating the mutual responsibilities of MIAMI BECKHAM and CITY. MIAMI BECKHAM hereby designates Paul McDonough as the liaison unless and until a new person is designated in writing by MIAMI BECKHAM.

**5.11 Limitations.** MIAMI BECKHAM's rights and obligations under this Comprehensive Agreement are subject to the following additional limitations:

(a) No contract entered into pursuant to this Comprehensive Agreement may impair any right of CITY hereunder.

(b) MIAMI BECKHAM shall not, without CITY's consent, enter into any contract extending beyond the expiration date of the Term of this Comprehensive Agreement when any such contract is executed by MIAMI BECKHAM.

(c) MIAMI BECKHAM shall take no action which may result in the attachment of a lien or cloud on CITY's interest in or title to the Property, including any portion of the Inter Miami Site and the Community Site. If, as a result of MIAMI BECKHAM's actions, a lien or cloud is attached to CITY's interest or title to the Property, including any portion of the Inter Miami Site or the Community Site, MIAMI BECKHAM shall immediately take all reasonable and necessary steps to remove such lien or cloud.

(d) MIAMI BECKHAM shall not knowingly occupy or use the Inter Miami Site or Community Site for any purpose or in any manner that is unlawful.

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

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

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

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

(i) Upon the expiration or earlier termination of this Comprehensive Agreement, MIAMI BECKHAM shall return to CITY the Inter Miami Site and all the then existing fixtures, free and clear of any contractual obligations or other legal encumbrances granted by MIAMI BECKHAM, except for utility easements and other encumbrances necessary for the maintenance and operation of the Inter Miami Site. If requested by CITY following expiration or earlier termination of this Comprehensive Agreement, MIAMI BECKHAM shall provide an unqualified quit claim deed or bill of sale for any real or personal property associated with this Comprehensive Agreement, including the then existing fixtures, or any abandoned property, or the Inter Miami Site.

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

**5.12. Revenues.** During the Term of this Comprehensive Agreement, and unless provided otherwise herein, MIAMI BECKHAM shall control, collect, receive, and retain all revenues generated by any means at or in connection with the Inter Miami Site, including, but not limited to, all revenues from ticket sales, food and beverage sales, merchandise sales, concessions and products sales, novelties, parking, telecast and broadcast rights, pouring rights, advertising, sponsorship, promotional and signage rights, permitted Inter Miami Site naming, affiliation, and or sponsorship rights, and any other revenues derived or generated in connection with soccer and non-soccer events held at the Inter Miami Site (exclusive of any CITY Stadium or Turf Field use events subject to and as as permitted under Sections 5.07 and 5.08).

**5.13. FAA.** The use granted by CITY to MIAMI BECKHAM is subject to the Deed of Release between the FAA and CITY, dated July 6, 2015, and appended hereto as Exhibit B. Any use of the Inter Miami Site shall: (1) restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with FAA Regulations, Part 77; (2) prevent any use of the Inter Miami Site which would interfere with the landing or takeoff of aircraft at Fort Lauderdale Executive Airport or interfere with air navigation and/or communication facilities serving Fort Lauderdale Executive Airport, or otherwise constitute an airport hazard, including wildlife hazards; and (3) not permit or afford access from the Inter Miami Site onto Fort Lauderdale Executive Airport property for aeronautical purposes.

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

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

disclosed except as authorized by law for the duration of the Term of this Comprehensive Agreement.

**IF MIAMI BECKHAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COMPREHENSIVE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.**

## **ARTICLE VI**

### **CONCESSIONS / ADVERTISING / PROMOTION**

#### **6.01. MIAMI BECKHAM's Concession Rights.**

(a) The grant of concession rights to MIAMI BECKHAM contained in Section 6.02 below is made pursuant to Section 19-72(c) of the City's Code of Ordinances and evidences the determination of the City Commission to grant such concession rights by negotiation.

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

## **ARTICLE VII**

### **OPERATIONS, MAINTENANCE AND REPAIR**

#### **7.01 MIAMI BECKHAM's Rights and Obligations.**

(a) Operating and Management Control. During the Term of this Comprehensive Agreement, MIAMI BECKHAM shall have exclusive operating and management control of the Inter Miami Site and shall employ the staff necessary to do so, except as otherwise set forth in this Comprehensive Agreement.

(b) Maintenance Obligations. During the Term of this Comprehensive Agreement and except as may be otherwise agreed by the parties in a separate writing, MIAMI BECKHAM shall be responsible, at MIAMI BECKHAM's own expense, for all Maintenance of the Inter Miami Site, including, but not limited to, clubhouses, playing field surfaces, offices, public washrooms, parking lots, grandstand, fencing, seating, ornamental landscaping, and irrigation system. MIAMI BECKHAM shall be responsible for the day-to-day Maintenance of the Inter Miami Site on a year-round basis, including the provision of (or arrangements for third parties to provide) all personnel, supplies, equipment and services necessary in connection therewith.

(c) Repair Obligations. During the Term of this Comprehensive Agreement, MIAMI BECKHAM shall, at MIAMI BECKHAM's own expense, be obligated to repair the Inter Miami Site, including, but not limited to repair of any part of the Inter Miami Site that is damaged as a result of the negligence or wrongful acts of MIAMI BECKHAM or MIAMI BECKHAM's agents, employees, contractors, subcontractors, invitees, licensees, or attendees. MIAMI BECKHAM shall be responsible, at MIAMI BECKHAM's sole expense, for the repair of MIAMI BECKHAM's and the MIAMI BECKHAM's officers', employees', contractors', subcontractors', and agents' personal property, except for repairs of such property necessitated by the wrongful or negligent acts of CITY or its officers, employees, or agents.

**7.02 Right of Entry.** During the Term of this Comprehensive Agreement, CITY has the right to enter into and upon any and all parts of the Inter Miami Site for the purpose of examining the same with respect to the obligations of the parties under this Comprehensive Agreement and pursuant to Section 255.065, Florida Statutes, upon two (2) days prior written notice to MIAMI BECKHAM (or without prior notice in the event of a "life safety issue" as defined in Section 5.13(h), above, but with immediate notice thereafter).

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

**7.04 Personal Property.** Any equipment or personal property brought or installed in or to the Inter Miami Site by MIAMI BECKHAM shall remain the property of MIAMI BECKHAM and shall not be deemed fixtures, and MIAMI BECKHAM shall be entitled to remove such personal property from the Inter Miami Site upon the termination or expiration of this Comprehensive Agreement so long as removal does not damage the Property. MIAMI BECKHAM shall be responsible for and shall repair any damage to any part of the Property resulting from removal of MIAMI BECKHAM's personal property.

**7.05 Fire or Other Casualty.**

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

(b) Parties' Option to Terminate Agreement. Notwithstanding any other provision of this Comprehensive Agreement, MIAMI BECKHAM may elect to terminate this Comprehensive Agreement upon 120 days' prior written notice to CITY if the Stadium and the Inter Miami Site has

not been repaired, reconstructed or otherwise restored so as to enable MIAMI BECKHAM to conduct its training activities and games and conduct their day-to-day operations in the Stadium and the Inter Miami Site within two (2) years after the occurrence of such fire or other casualty. If MIAMI BECKHAM elects to terminate this Comprehensive Agreement as provided in this Section 7.05, then upon the expiration of the 120 day notice period, this Comprehensive Agreement shall have no further force and effect, subject to any rights or obligations of either party which arose prior to such termination.

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

#### **7.06. Environmental Hazards.**

(a) Definitions.

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

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

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

(b) CITY's Responsibilities. CITY shall be solely responsible, at its own cost and expense, for the identification, management, control, containment, abatement, clean-up, removal and prevention of any Environmental Hazard that exists prior to the Effective Date. CITY shall bear all costs and expenses associated with the identification, research and testing, management, control, containment, abatement, clean-up, removal and prevention of such Environmental Hazards.



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

## **ARTICLE VIII**

### **INSURANCE**

#### **Design/Construction Insurance Requirements**

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

The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by 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 Comprehensive Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MIAMI BECKHAM under this Comprehensive Agreement.

**8.01.01.** 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 10 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 Comprehensive 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 does not own vehicles, CONTRACTOR shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### **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:

- **Contractors Pollution Liability Coverage**

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

- **Asbestos Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Comprehensive Agreement.

- **Disposal Coverage**

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

- **Hazardous Waste Transportation Coverage**

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

**Professional Liability and/or Errors and Omissions**

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

Contractor must keep insurance in force until the third anniversary of acceptance of construction work by the City.

**Property Coverage (Builder's Risk)**

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

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

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

**Workers' Compensation and Employer's Liability**

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

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

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

## **Operations/Maintenance Insurance Requirements**

**8.02.** MIAMI BECKHAM shall procure prior to acceptance of construction work by the CITY, and maintain during the Term of this Comprehensive Agreement and during any renewal or extension term of this Comprehensive Agreement, at its sole expense, insurance of such types and with such terms and limits as noted in Section 8.02.01. Providing proof of and maintaining adequate insurance coverage are material obligations of MIAMI BECKHAM. MIAMI BECKHAM shall provide the CITY a certificate of insurance evidencing such coverage. MIAMI BECKHAM's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by MIAMI BECKHAM shall not be interpreted as limiting MIAMI BECKHAM's liability and obligations under this Comprehensive Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

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

**8.02.01.** 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 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 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 Comprehensive 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 MIAMI BECKHAM does not own vehicles, MIAMI BECKHAM shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Property Coverage**

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

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by CITY

This policy shall insure the interests of CITY and MIAMI BECKHAM in the property against all risk of physical loss and damage, and name CITY and MIAMI BECKHAM as Loss Payees.

### **Collection of Insurance**

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

### **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.

MIAMI BECKHAM waives, and MIAMI BECKHAM shall ensure that MIAMI BECKHAM'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.

MIAMI BECKHAM 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.

**8.03. Insurance Certificate Requirements**

- a. MIAMI BECKHAM and 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 Comprehensive Agreement.
- b. MIAMI BECKHAM and CONTRACTOR shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of MIAMI BECKHAM and CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Comprehensive Agreement Term goes beyond the expiration date of the insurance policy, MIAMI BECKHAM and CONTRACTOR shall provide the CITY with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Comprehensive Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on all required Commercial General Liability, Business Automobile Liability and Pollution Liability policies.
- g. The CITY shall be named as a Loss Payee on the Builder's Risk and Property policies as the CITY's interests appear at the time of any loss.
- h. The CITY shall be granted a Waiver of Subrogation on MIAMI BECKHAM and CONTRACTOR's Workers' Compensation insurance policy.
- i. The title of the Comprehensive 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

MIAMI BECKHAM and CONTRACTOR has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result

of a coverage deductible, 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 MIAMI BECKHAM and CONTRACTOR's expense.

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

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

Any lapse in coverage shall be considered breach of contract. In addition, MIAMI BECKHAM and CONTRACTOR must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Comprehensive Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of MIAMI BECKHAM and CONTRACTOR's insurance policies.

MIAMI BECKHAM and CONTRACTOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Comprehensive Agreement to MIAMI BECKHAM and 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.

## **ARTICLE IX**

### **INDEMNIFICATION**

**9.01.** 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 Comprehensive Agreement, or the breach or default by MIAMI BECKHAM, its agents, servants, employees or contractors of any covenant or provision of this Comprehensive 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 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 Comprehensive Agreement and shall cover any acts or omissions occurring during the Term of the Comprehensive Agreement, including any period after termination, revocation or expiration of the Comprehensive Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, 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.**

**9.02.** 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.

**9.03.** Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2018) as amended or revised, CITY agrees to indemnify and hold harmless MIAMI BECKHAM against a judgment entered by a court of competent jurisdiction in the State of Florida against MIAMI BECKHAM for damages or injuries caused by CITY's negligence in CITY's use of the Property. The foregoing sentence shall not serve as a waiver of CITY's sovereign immunity or of any other legal defense available to CITY. Such indemnity shall be limited by the extent to which such costs are caused or contributed to by MIAMI BECKHAM or MIAMI BECKHAM's directors, officers, employees, agents, guests, invitees, licensees, attendees, or those for whom MIAMI BECKHAM are at law responsible (whether by reason of comparative negligence or otherwise) or by other third parties.

**9.04. Procedure Regarding Indemnification.**

(a) Notice of Claim. The Indemnified Party shall provide the Indemnifying Party with written notice whenever the Indemnified Party receives notice of a claim that would invoke an indemnification provision contained in this Comprehensive Agreement. Such written



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

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

(c) Cooperation with Defense. If and so long as the Indemnifying Party is actively contesting or defending a claim in accordance with this Section, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall join in making any appropriate and meritorious counterclaim or cross-claim in connection with the claim, except that in CITY's case, such joinder in a counterclaim or cross-claim shall be subject to CITY's prior approval, and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnifying Party.

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

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

(f) Claims Involving Matters Not Subject to Indemnification. If a claim involves matters partly within and partly outside the scope of the Indemnifying Party's obligation to indemnify as provided in this Section, the attorneys' fees, costs, and expenses of contesting or defending such a claim shall be allocated equitably between the Indemnified Party and the Indemnifying Party, in a manner agreed upon in writing by the parties, and subject to the limitations of Section 768.28, Florida Statutes.

## ARTICLE X

### DEFAULT / TERMINATION

**10.01. MIAMI BECKHAM Default.** The occurrence of the following shall constitute a "Default" by MIAMI BECKHAM under this Comprehensive Agreement: Failure by MIAMI BECKHAM to observe or perform in any material respect any material covenant, agreement, condition, or provision of this Comprehensive Agreement, if such failure continues for thirty (30) days after written notice thereof has been delivered by CITY to MIAMI BECKHAM; provided, however, that MIAMI BECKHAM will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, MIAMI BECKHAM commences such cure and diligently proceeds to complete the same thereafter. However, in no event shall a cure period for a Default continue for more than three hundred sixty-five (365) days.

**10.02. CITY Default.** In the event of any failure by CITY to observe or perform any material covenant, agreement, condition, or provision of this Comprehensive Agreement wherein MIAMI BECKHAM's remedies on account thereof are not otherwise specifically provided for in this Comprehensive Agreement, and if such failure shall continue for thirty (30) days after written notice thereof has been delivered by MIAMI BECKHAM to CITY, then CITY will be deemed to be in Default hereunder; provided, however, that CITY will not be in Default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period, CITY commences such cure and diligently proceeds to complete the same thereafter. However, in no event shall a cure period for a Default continue for more than three hundred sixty-five (365) days.

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

**10.04. Notices; Disputed Defaults; Immediate Relief for Certain Defaults.**

(a) Notices. If a party believes in good faith that the other party has breached any of its material obligations under this Comprehensive Agreement, is in Default as provided in Sections 10.01, 10.02 or 10.03, or has failed to cure a previously noticed Default, the Non-Defaulting Party shall promptly notify the Defaulting Party in writing of the nature of the breach, Default or failure to cure.

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

**10.05. Remedies; Nature of Relief; Defenses.**

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

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

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

**ARTICLE XI**

**FORCE MAJEURE**

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

## ARTICLE XII

### REPRESENTATIONS AND WARRANTIES

**12.01. Representations by MIAMI BECKHAM.** MIAMI BECKHAM represents and warrants, as of the Effective Date and at all times during the Term of this Comprehensive Agreement, as follows:

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

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

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

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

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

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

## ARTICLE XIII

### MISCELLANEOUS

**13.01. Taxes, Use Charges and Surcharges.**

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

(b) In the event that MIAMI BECKHAM is assessed any Property Taxes or it is determined by any competent authority that the Stadium or the Property is subject to Property Taxes, then MIAMI BECKHAM shall have the right to challenge such assessment/imposition to the fullest extent permitted by law, and CITY agrees to support any such appeal at the request of MIAMI BECKHAM. The parties recognize that MIAMI BECKHAM's use of the Property serves a public purpose and that the rights and obligations of MIAMI BECKHAM under this Comprehensive Agreement pay for the essential services provided by CITY to the Property. Accordingly, if, after the exhaustion of all appeals, MIAMI BECKHAM is required by a court of competent jurisdiction to pay Property Taxes, or a court of competent jurisdiction enters a final judgment ruling that Property Taxes are due on the Stadium or the Property, MIAMI BECKHAM shall pay the Property Taxes imposed. In the event that any action is initiated by any person or entity contesting the legality of any of the provisions of this Paragraph or any terms or provisions included in any subsequent agreement between or among the MIAMI BECKHAM and CITY related to Property Taxes, MIAMI BECKHAM shall defend at MIAMI BECKHAM's expense, counsel being subject to CITY's approval, and indemnify, and hold harmless CITY against any such action(s) at no cost or expense to CITY. MIAMI BECKHAM acknowledges and agrees that in the event a court of competent jurisdiction, after the exhaustion of all appeals, determines that this Paragraph or any terms or provisions included in any subsequent agreement among MIAMI BECKHAM and CITY related to Property Taxes is not enforceable, MIAMI BECKHAM shall be responsible for the payment of Property Taxes. Furthermore, nothing contained in this Section 13.01 shall prevent MIAMI BECKHAM from seeking reimbursement or contribution from any third party for any Property Taxes paid by MIAMI BECKHAM.

**13.02. Marketing/Promotion.** MIAMI BECKHAM intends to enter into agreements between MIAMI BECKHAM and third-parties with regard to marketing and promotional opportunities. CITY, subject to CITY's exercise of CITY's sole discretion, agrees to assist MIAMI BECKHAM with offsite signage including traffic signs and directional signage, and include MIAMI BECKHAM and the Inter Miami Site in appropriate marketing and tourism materials and information and public relations campaigns.

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

**13.04. Title.** CITY has title to the Property and shall have immediate title to all Improvements thereon.

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

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

**13.06. Assignment.** Subject to CITY's prior written consent, MIAMI BECKHAM may assign this Comprehensive Agreement at any time to any other Major League Soccer franchise; provided that, such assignee shall be responsible for the performance of all MIAMI BECKHAM's obligations under the terms of this Comprehensive Agreement. Nothing in this Section 13.06 shall limit or diminish MIAMI BECKHAM's rights to grant use to all or part of the Inter Miami Site to any party in accordance with the terms of this Comprehensive Agreement during its Term.

**13.07. Binding effect; No third party rights.** This Comprehensive Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Comprehensive Agreement. Neither of the Parties intends to directly or substantially benefit a third party by this Comprehensive Agreement. The Parties agree that there are no third party beneficiaries to this Comprehensive Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Comprehensive Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**13.08. Surrender of the Site.** Upon the expiration or earlier termination of this Comprehensive Agreement, MIAMI BECKHAM shall peaceably surrender the Stadium and the Inter Miami Site to CITY in good order and in the same condition as on the date on which a certificate of occupancy is issued for the reconstructed the Stadium and Inter Miami Site, ordinary wear and tear excepted. Upon the expiration or termination of this Comprehensive Agreement, MIAMI BECKHAM shall immediately remove all property owned by MIAMI BECKHAM and which MIAMI BECKHAM are permitted or required to remove from the Property under the provisions of this Comprehensive Agreement.

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

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

**13.11. Consents.** No consent or approval by CITY or MIAMI BECKHAM required under the terms of this Comprehensive Agreement shall be valid unless it is signed by an authorized officer of the party giving such consent or approval. In all instances where the consent or approval of CITY or MIAMI BECKHAM is required with respect to any decision or action of the other party, such consent, approval or concurrence shall not be withheld unreasonably. Notwithstanding the foregoing, either party shall be entitled to withhold its consent or approval on a matter that is left to that party's sole discretion as provided elsewhere in this Comprehensive Agreement. If either party withholds its consent or approval in response to a request from the other party for such consent or approval, the party disapproving the matter

in question shall, simultaneously with their response, state in writing its reasons for such disapproval, unless the matter in question is one of the matters expressly left to that party's sole discretion as provided elsewhere in this Comprehensive Agreement.

**13.12. Fort Lauderdale.** MIAMI BECKHAM shall endeavor in good faith not to abbreviate the word "Fort" in CITY's name in any written promotional materials relating to the Qualified Project.

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

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

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

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

**13.17. Severability.** If any provision of this Comprehensive Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Comprehensive Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Comprehensive Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Comprehensive Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Comprehensive Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Comprehensive Agreement, unless otherwise expressly provided. All terms and words used in this Comprehensive Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**13.18. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Comprehensive Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**13.19. Governing Law.** This Comprehensive Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Comprehensive Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Comprehensive Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Comprehensive Agreement, CITY and MIAMI BECKHAM hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Comprehensive Agreement or any acts or omissions in relation thereto.**

**13.20. Scrutinized Companies.** As a condition to the effectiveness of this Comprehensive Agreement and as a condition to any renewal of this Comprehensive 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 Comprehensive 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.

**13.21. 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](mailto:CLagerbloom@fortlauderdale.gov))

With a copy to:

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

**MIAMI BECKHAM:**

Pablo Alvarez ([Pablo.alvarez@intermiamicf.com](mailto:Pablo.alvarez@intermiamicf.com))  
Vice President & General Counsel  
800 Douglass Road, 7th Floor  
Miami FL 33134



(305) 406-1892

Stephanie J. Toothaker, Esquire  
([stephanie@toothaker.org](mailto:stephanie@toothaker.org))  
901 Ponce de Leon Dr.  
Fort Lauderdale, FL 33316  
(954) 648-9376

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

**CITY OF FORT LAUDERDALE, a Florida  
municipal corporation**

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Christopher J. Lagerbloom  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alain E. Boileau, City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 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)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name of Notary Typed  
My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ 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)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped  
My Commission Expires:

\_\_\_\_\_  
Commission Number

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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 \_\_\_\_ 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)

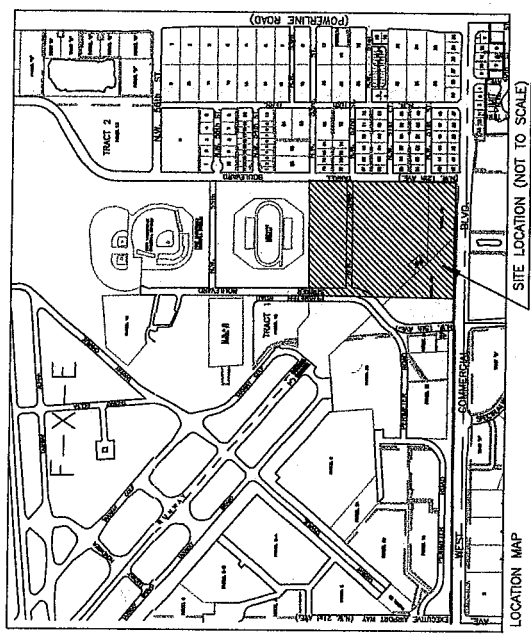
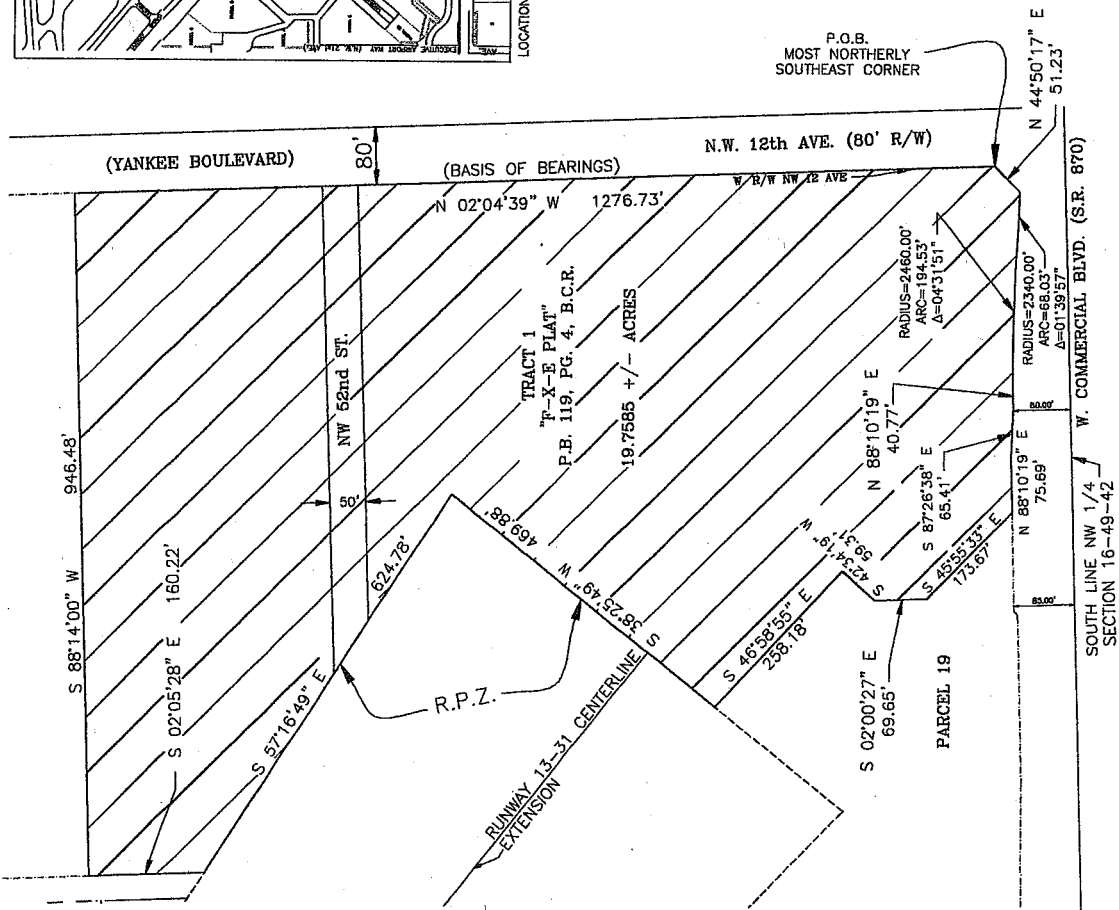
\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Name Typed, Printed or Stamped  
My Commission Expires:  
Commission Number:

# **COMPREHENSIVE AGREEMENT**

## **EXHIBIT 1**

# SKETCH AND DESCRIPTION



**LEGEND**

- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- P.G. = PAGE
- B.C.R. = BROWARD COUNTY RECORDS
- R.P.Z. = RUNWAY PROTECTION ZONE
- Δ = DELTA ANGLE



**DESCRIPTION: FXE PARK**

A PORTION OF TRACT 1, "T-X-B PLAT" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 119, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY SOUTHEAST CORNER OF SAID "T-X-B PLAT" (YANKEE BOULEVARD); THENCE NORTH 02°04'39" WEST, A DISTANCE OF 1276.73 FEET; THENCE SOUTH 88°14'00" WEST, A DISTANCE OF 946.48 FEET; THENCE SOUTH 02°05'28" EAST, A DISTANCE OF 160.22 FEET; THENCE SOUTH 57°16'48" EAST, A DISTANCE OF 824.78 FEET; THENCE SOUTH 57°16'48" EAST, A DISTANCE OF 258.18 FEET; THENCE SOUTH 46°38'19" EAST, A DISTANCE OF 238.178 FEET; THENCE SOUTH 87°26'38" EAST, A DISTANCE OF 65.41 FEET; THENCE SOUTH 88°10'19" EAST, A DISTANCE OF 75.69 FEET; THENCE SOUTH 88°10'19" EAST, A DISTANCE OF 40.77 FEET, TO A POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 04°31'51" AND AN ARC DISTANCE OF 194.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2340.00 FEET, A CENTRAL ANGLE OF 01°39'57" AND AN ARC DISTANCE OF 69.65 FEET TO A POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 860822 SQUARE FEET OR 19.7585 ACRES, MORE OR LESS.

**NOTES:**

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) USING THE WEST LINE OF NW 12TH AVE. PER FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT MAP (PLAT BOOK 119, PAGE 4). THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 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) 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: JUNE 26, 2019

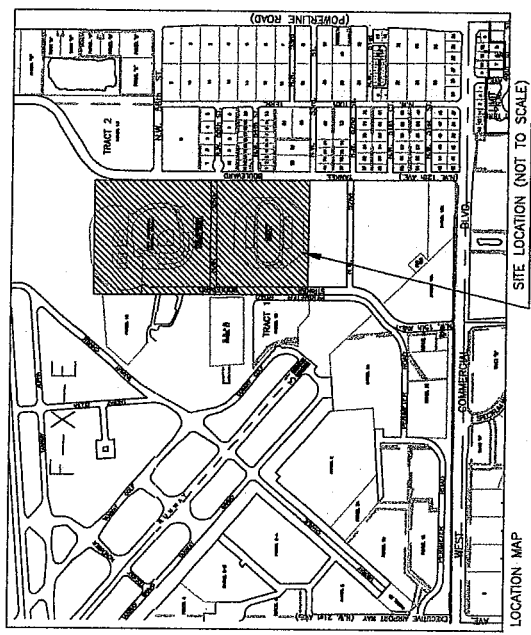
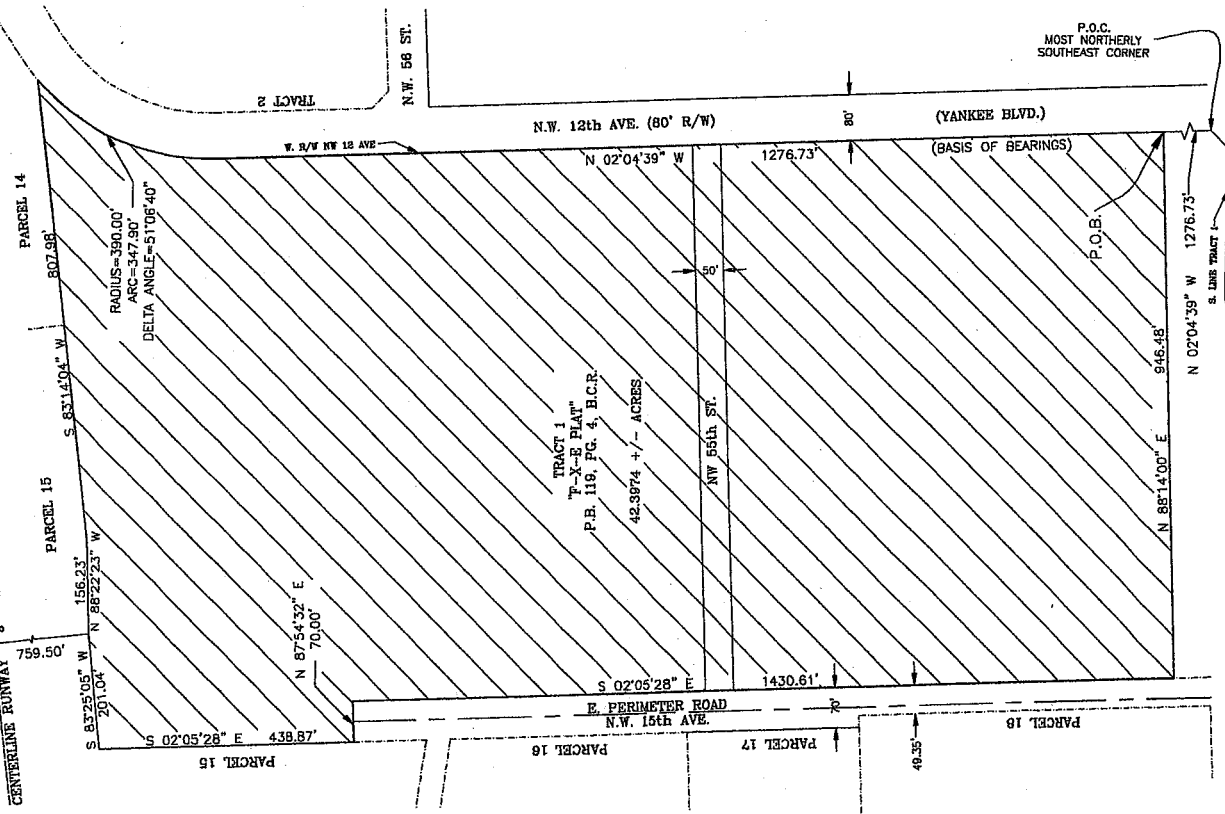
MICHAEL W. DONALDSON  
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
 STATE OF FLORIDA

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301	REVISIONS NO. DATE BY FIELD DESCRIPTION	PROJECT # P-2222 FXE PROPOSED PARK TRACT 1 SKETCH & DESCRIPTION NW CORNER COMMERCIAL AND NW 12 AVE	SHEET NO. 1 OF 1	TOTAL SHEETS 1 DATE PLOTTED 6/26/19 DRAWING FILE NO. 4-113-19
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# **COMPREHENSIVE AGREEMENT**

## **EXHIBIT 2**

# SKETCH AND DESCRIPTION



- LEGEND**
- P.O.B. = POINT OF BEGINNING
  - P.D.C. = POINT OF COMMENCEMENT
  - R/W = RIGHT OF WAY
  - P.B. = PLAT BOOK
  - B.C.R. = BROWARD COUNTY RECORDS
  - R.P.Z. = RUNWAY PROTECTION ZONE
  - A = DELTA ANGLE

DESCRIPTION: FXE SOCCER

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

COMMENCING AT THE MOST NORTHERLY SOUTHWEST CORNER OF SAID "T-X-E PLAT", THENCE NORTH 02°04'39" WEST ALONG THE WEST RIGHT OF WAY LINE OF NORTHWEST 12TH AVENUE (YANKEE BOULEVARD) AND THE LINES OF SAID "T-X-E PLAT", A DISTANCE OF 1276.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 02°04'39" WEST ALONG THE WEST RIGHT OF WAY LINE OF NORTHWEST 12TH AVENUE, A DISTANCE OF 1276.73 FEET TO A POINT OF BEGINNING OF SAID "T-X-E PLAT" CONCAVE TO THE SOUTHWEST, THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE OF NORTHWEST 12TH AVENUE, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 51°08'40" AND AN ARC DISTANCE OF 347.50 FEET; THENCE NORTH 88°14'00" WEST NON-TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 807.98 FEET; THENCE NORTH 82°23'31" WEST A DISTANCE OF 156.23 FEET; THENCE SOUTH 87°25'05" WEST ALONG A LINE PARALLEL WITH AND 759.50 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES, THE CENTERLINE OF FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 9-27, A DISTANCE OF 70.00 FEET; THENCE SOUTH 02°05'28" EAST A DISTANCE OF 438.87 FEET; THENCE NORTH 87°54'32" EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 02°05'28" WEST A DISTANCE OF 1430.61 FEET; THENCE NORTH 86°14'00" EAST A DISTANCE OF 946.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 1846853 SQUARE FEET OR 42.3874 ACRES, MORE OR LESS.

- NOTES:**
- 1) BEARINGS SHOWN HEREIN ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983/90) USING THE WEST LINE OF NW 12TH AVE. PER FXE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT TRACT 1.
  - 2) THIS IS NOT A SKETCH OF SURVEY. IT DOES NOT REPRESENT A FIELD SURVEY.
  - 3) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF-WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
  - 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

DATED: JUNE 28, 2019

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

FIELD BOOK NO. _____ SHEETS _____ DATE 8/26/2019	CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301	REVISIONS NO. _____ DATE _____ BY _____ DESCRIPTION _____	PROJECT # P 22222 FXE PROPOSED SOCCER SKETCH & DESCRIPTION TRACT 1 NW CORNER COMMERCIAL AND NW 12 AVE
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# **COMPREHENSIVE AGREEMENT**

## **EXHIBIT 3**

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

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

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.

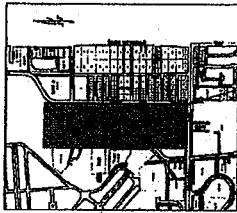
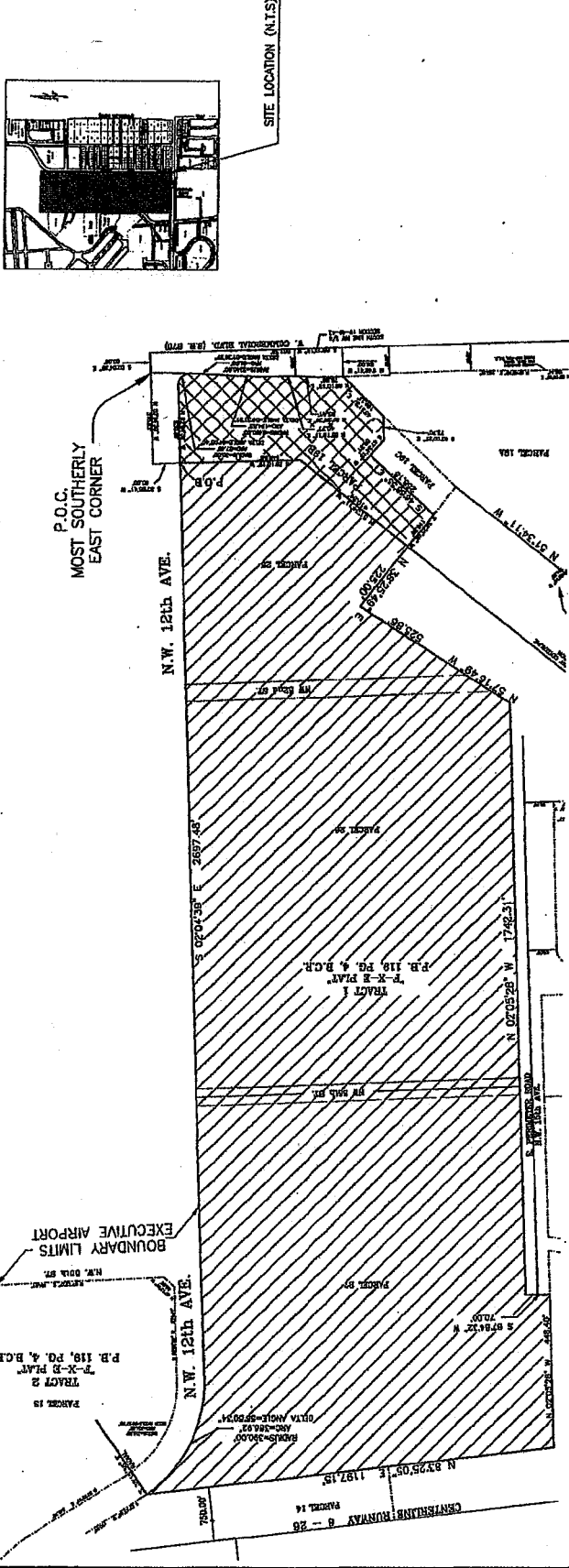
TOGETHER WITH: PARCEL 19-B

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

# SKETCH AND DESCRIPTION

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



SITE LOCATION (N.T.S)

**NOTES:**

- 1) BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS DERIVED FROM FLORIDA STATE PLANE COORDINATES (1983) 900 USING THE EAST LINE OF PARCEL 26 PER THE AIRPORT & LEASE PARCEL MAP CITY OF FORT LAUDERDALE EXECUTIVE AIRPORT PROJECT NO. 11404 BEING N 02°04'30\"/>
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) TO EXISTING EASEMENTS, RESTRICTIONS OF RECORD, EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
- 4) HEIGHT OF BUILDING OR OBJECTS, MOVING OR STATIONARY, OVER THE ENTIRE DESCRIBED TRACT SHALL BE RESTRICTED TO AVOID BEING FEDERAL OBSTACLES TO AIR TRAFFIC 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 J. Doolittle*  
 MICHAEL J. DOOLITTLE  
 SURVEYOR AND MAPPER NO. 6490  
 STATE OF FLORIDA

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

DATE: 5/12/15  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 IN CHARGE: [blank]

NO.	DATE	REVISIONS

PROJECT # P-1404  
 F&E PARCEL(S) 19B, 25, 26 & 27 COMBINED  
 TRACT 1  
 SKETCH & DESCRIPTION  
 NW CORNER COMMERCIAL AND NW 12 AVE

NO.	DATE	REVISIONS

TOGETHER WITH PARCEL 19-A  
 A PORTION OF TRACT 1, P.B. 118, P.C. 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: CHANGING AS THE MOST SOUTHERLY EAST CORNER OF SAID AVENUE AND THE LANE OF SAID P-2-A PLAT, AND THE EAST-NORTH-EAST CORNER OF SAID AVENUE AND THE LANE OF SAID P-2-A PLAT, BEING NORTH 02°04'30\"/>

DESCRIPTION PARCELS 25, 26, AND 27 COMBINED  
 A PORTION OF TRACT 1, P.B. 118, P.C. 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: CHANGING AS THE MOST SOUTHERLY EAST CORNER OF SAID AVENUE AND THE LANE OF SAID P-2-A PLAT, AND THE EAST-NORTH-EAST CORNER OF SAID AVENUE AND THE LANE OF SAID P-2-A PLAT, BEING NORTH 02°04'30\"/>

# **COMPREHENSIVE AGREEMENT**

## **EXHIBIT 4**

**(WILL BE PROVIDED UPON  
COMPLETION OF EXHIBIT)**