


MEMORANDUM

February 13, 2018

TO: Mark Berman, City Attorney
Tracy Lyons, Assistant City Attorney

FROM: Horacio Danovich, CIP Manager

RE: Memorandum of Understanding



Please prepare a Resolution to approve and execute a Memorandum of Understanding (MOU) between the City of Pompano Beach ("City") and Azur Equities and Floridians F.C. ("Azur").

Background Information

On May 10, 2016, the City issued RFP L-40-16 seeking a qualified firm to design, construct and operate a Sports Complex at the City's 12-Acre park in Palm Aire. Azur submitted a proposal on June 22, 2016. Staff reviewed the proposal and sought authorization from the City Commission to negotiate an agreement. The City Commission authorized Staff to proceed (February 2017).

The agreement is the first step in what Staff believes will be a lengthy process whereas Azur will need to secure Broward County approvals for dormitories, zoning modifications, etc. Staff believes the current design will likely be modified due to numerous field conditions previously unknown to Azur. Notwithstanding, the agreement is necessary to allow Azur to start the process.

Gail Serota, Attorney, assisted in the preparation of the MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF POMPANO BEACH
AND
AZUR EQUITIES AND FLORIDIANS F.C.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of _____, 2018 ("Effective Date") between the CITY OF POMPANO BEACH, a Florida municipal corporation ("City"), and AZUR EQUITIES, LLC, a Florida limited liability company and Floridians Football Club Inc., a Florida corporation (collectively, "Developer").

RECITALS:

In May, 2016, the City issued Request for Proposals L-40-16 dated May 10, 2016 for the "11 Acre Parks and Recreation Site Development" ("RFP"), seeking proposals from qualified firms to finance, design, construct, operate and maintain an 11.756-acre parcel of City-owned land located in the Palm-Aire subdivision (the "Parcel," more particularly described in Exhibit A) under a long-term agreement with the City. The City was seeking proposals for development of the Parcel as a recreational site to be operated in accordance with City standards, with uses compatible with other City facilities.

Developer submitted a response to the RFP entitled Floridians Pompano Beach SportsPark & Residences, dated June 22, 2016 (the "Proposal"). The Proposal contemplates development of a sports facility (the "Project") consisting of a soccer complex which can be used for other sports as well.

A 1,000-seat state-of-the-art covered soccer stadium (expandable to 4,000 seats), with a VIP suite, six luxury suites, and a press box;

A 14,000-square-foot clubhouse containing a gymnasium, store, cafeteria, offices, classroom, and computer room;

A rooftop soccer field to be located on the roof of the clubhouse;

Three full-size (adult) regulation soccer fields;

Three covered 5x5 soccer fields (each one 25 yards wide x 40 yards long);

Three covered fields for multiple sports;

An airnasium (gymnasium with a roof and open-air sides); and

80 apartments for use as dormitories.

At a City Commission meeting on January 10, 2017, Developer was selected as the highest-ranked proposer.

Developer and City expect to negotiate and enter into (i) an agreement which will establish detailed requirements for the design, development and construction of the Project (the “Development Agreement”), and (ii) a long-term lease of the Parcel to Developer, which will govern the use, operation, maintenance, and repair of the Project (the “Ground Lease;” the Development Agreement and Ground Lease are collectively the “Project Documents”). Both parties recognize that it will take time to finalize the Project Documents.

In order for Developer to develop the Parcel, both City and Developer will need to undertake a number of pre-development activities requiring City and Broward County (“County”) review and approval.

City and Developer are entering into this MOU, which is a non-binding interim agreement, in order to (i) summarize the significant terms of the Project Documents to be drafted; and (ii) allow Developer and City to commence certain pre-development activities while the terms and conditions of the final Development Agreement and Ground Lease are negotiated.

The understanding of the parties is as follows:

1. Incorporation of Recitals, RFP, and Proposal; Exhibits.

1.1 Incorporation. The foregoing recitals, and the terms and conditions of the RFP and the Proposal are incorporated into this MOU and will be incorporated into the Project Documents. Developer must comply with all provisions of the RFP, except as affirmatively and expressly required to the contrary by this MOU, the Development Agreement, or the Ground Lease.

1.2 Exhibits. The following exhibits are attached to and made a part of this MOU:

Exhibit A – Legal description of the Parcel

Exhibit B – Conceptual Site Plan for the Project

Exhibit C – Floridian SportsPark Timeline (“Development Timeline”)

Exhibit D – Rent Schedule

2. Minimum Project Requirements. The following are the minimum requirements for the Project to be developed on the Parcel. Each of these components will be described in detail in the Development Agreement.

2.1. A 1,000-seat state-of-the-art covered soccer stadium (expandable to 4,000 seats), with a VIP suite, six luxury suites, and a press box;

2.2. A 14,000-square-foot clubhouse containing a gymnasium, store, cafeteria, offices, classroom, and computer room;

- 2.3. A rooftop soccer field to be located on the roof of the clubhouse;
 - 2.4. Three full-size (adult) regulation soccer fields;
 - 2.5. Three covered 5x5 soccer fields (each one 25 yards wide x 40 yards long);
 - 2.6. Three covered fields for multiple sports;
 - 2.7. An airnasium (gymnasium with a roof and open-air sides); and
 - 2.8. 80 residential units to be used exclusively as dormitories (the “Dormitories”).
3. **Conceptual and Final Site Plans.** A preliminary site plan for the Project, showing the proposed locations and dimensions of the Project facilities, was submitted by Developer with the RFP and is attached as Exhibit B (“Conceptual Site Plan”). The Conceptual Site Plan may be modified by the Developer due to existing field conditions, City development requirements, and the development requirements of other governmental agencies having jurisdiction. After City and Developer have fulfilled all of the pre-development obligations set forth in this MOU, Developer will prepare a final site plan (“**Final Site Plan**”) which will be consistent with the Conceptual Site Plan, as modified. The Final Site Plan must be reviewed and approved by City staff and the City Commission.
4. **City’s Pre-Development Obligations.** Before development of the Project can commence, the City will undertake the following:
- 4.1. **1985 Settlement Agreement.** The Parcel is subject to a Stipulation, Settlement, and Master Plan Agreement for Palm-Aire approved by the Final Order Approving Settlement Agreement entered by the federal district court on July 29, 1985 in FPA Corporation v. City of Pompano Beach, Florida, Case No. 85-6454-CIV-Gonzalez (S.D. Fla. order dated July 29, 1985) (the “**1985 Settlement Agreement**”). Before any residential units can be built on the Parcel, the 1985 Settlement Agreement must be terminated or modified. The 1985 Settlement Agreement limits the total number of residential units which can be built within Palm-Aire and the location of those units. As of the current date, there are no residential units which can be allocated to the Parcel. The City estimates that it will take several months to resolve this issue.
 - 4.2. **Flex Receiving Area Map Amendment.** The City will propose a flex receiving area map amendment consistent with the Broward Next policies adopted in April 2017. However, no “**Flex Units**” will be allocated to the Parcel until the 1985 Settlement Agreement is amended or terminated to allow additional units in excess of the current maximum number of units, all of which are allocated to other parcels within Palm-Aire.

- 4.3. **Site Remediation.** The City has (i) obtained an environmental site assessment report for the Parcel; (ii) developed a remedial action plan approved by the City and the State of Florida meeting applicable federal and state legal requirements for cleanup of adverse environmental conditions on or adjacent to the Parcel ("RAP"); and (iii) obtained Broward County approval of the RAP. Broward County designated the Parcel as a Brownfield on December 1, 2017. The City expects to commence the required remediation by May 1, 2018. However, the City will have no liability for any delay to the Project resulting from the required remediation.
- 4.4. **Plat Note Amendment.** The plat of the Parcel includes a plat note ("Plat Note") limits the use of the Parcel to open space. After the language of the DRC amendment (described below) has been agreed to by the County, and the City has obtained County approval of the RAP, the City will then seek to modify the Plat Note to allow for park use. If City is unable to obtain a modification of the Plat Note, and replatting is required to allow for development of the Project, the Developer will be responsible for the replatting of the Parcel.
- 4.5. **Rezoning.** If rezoning of the Parcel is required for development of the Project, the City will prepare the rezoning application on Developer's behalf. Developer shall promptly provide to City staff all necessary information regarding the proposed uses of the Project.
5. **Developer's Pre-Development Obligations.** Before development of the Project can commence, the Developer will undertake the following:
- 5.1. **Development Timeline.** Attached as Exhibit C is Developer's proposed Development Timeline outlining all of the development approvals which Developer will be seeking, and the timeline for seeking the approvals. All development applications shall be coordinated with the City to assure protection of the City's three water wells on the Parcel.
- 5.2. **Replat of Parcel.** If replatting of the Parcel is required to allow for the Project uses, Developer shall provide a timeline for the replatting process, and identify the specific professionals who will handle the replatting. Developer will be responsible for all costs of replatting the Parcel.
- 5.3. **Modification of Deed Restriction.** The Parcel is subject to a Declaration of Restrictive Covenants recorded on October 6, 2010 in Official Records Book 47427, Page 1280, Public Records of Broward County, Florida; and the instrument recorded on June 24, 2013, in Official Records Book 49730, Page 48, Public Records of Broward County, Florida (collectively, the "DRC"). Developer, at its sole cost, will be responsible for obtaining from Palm Aire Associates, Limited Partnership (the "Grantor" of the Parcel) a written agreement providing that if the County amends the DRC applicable to the Parcel, the Grantor will

execute and deliver a **"Modification of Deed Restriction"** modifying the DRC (which currently limits the use of the Parcel to a public park) to allow use of the Parcel for the Project. The form of the agreement with the Grantor must be approved by the City Attorney prior to execution.

- 5.4. **DRC Amendment.** Developer acknowledges that the Parcel is restricted to public park and open space uses in two different sections of the DRC, both of which must be amended. Developer shall prepare an application for amendment of the DRC (**"DRC Amendment"**) to modify the "public park" restriction and the language related to the open space restriction associated with the need for arsenic remediation, and submit the application to City staff for review. Developer shall present the DRC Amendment application to the City Commission for approval prior to presenting it to Broward County Planning Council staff for review and processing. Developer and City agree to jointly work with the County Environmental and Platting Divisions to determine how to amend the language in the remediation section of the DRC to allow the Plat Note restriction to "open space" to be amended to allow the development of the Project (including but not limited to the soccer training facility use), based on the approved RAP, in advance of completion of the remediation.
- 5.5. **Impact Fees.** Developer will be responsible for any impact fees due the County when the Plat Note is amended to allow use of the Parcel for the Project, and any impact fees imposed in connection with replatting the Parcel, if required.
- 5.6. **City' Joinder in Development Applications.** To the extent that the City, as owner of the Parcel (and not as the local government), is required to join in any applications or related development documents, Developer shall submit the applications to City, and City will have a period of 10 days after receipt of each application to either sign the application or return the unsigned application to Developer with comments and requested changes. Developer will make any corrections or changes reasonably required by the City. Developer acknowledges that the City's joinder in any application does not bind the City to approve the application.
- 5.7. **Major Site Plan and Major Building Plan Approvals.** After approval of the DRC Amendment and the Modification of Deed Restriction by Broward County and the City, Developer will be responsible for completing applications for Major Site Plan and Major Building Plan approvals and obtaining these approvals from the City Commission.

6. Governmental Activities.

- 6.1. **Interviews with Broward County Commissioners.** Developer shall prepare a presentation to be given to individual County Commissioners, including the Conceptual Site Plan, and meet with each County Commissioner personally to

explain the benefits the Project will bring to the community and to Broward County if the DRC Amendment is approved. City staff will informally review, comment on and approve the Developer's presentation and Conceptual Site Plan before the meetings, and will attend the meetings in support of the Project.

- 6.2. **General Outreach.** Developer shall obtain feedback on the proposed use and conceptual site plan from key members of the City's Planning and Zoning Board, City Commission, Collier City community, Golfview Estates Mobile Home Park, Palm Aire North residents and owners, and other key stakeholders. The layout of the Project should be located on the Conceptual Site Plan and Final Site Plan in a manner which will reasonably mitigate real or perceived impacts on adjacent residential uses.
- 6.3. **County Commission Hearing.** Prior to the County Commission hearing on the DRC Amendment, the Developer shall meet a second time with the District 2 County Commissioner to confirm his support for the DRC Amendment. City staff will attend this final meeting to support the Project and the DRC Amendment. Developer shall attend the County Commission hearing on the DRC Amendment and be prepared to present a PowerPoint presentation about the Project to explain the public benefits of the DRC Amendment.
- 6.4. **City Commission Hearing.** Developer shall prepare the backup for the City Commission agenda item and attend the final City Commission hearing to approve the DRC Amendment and the Modification of Deed Restriction. The City will record the DRC Amendment and the Modification of Deed Restriction in the Public Records of Broward County, with Developer to pay all recording costs.
- 6.5. **Major Site Plan and Major Building Plan Approvals.** The Developer will be responsible for completing applications for Major Site Plan and Major Building Plan approvals and obtaining these approvals from the City Commission.
7. **Development Agreement Terms.** In addition to setting forth in detail the pre-development obligations of the City and Developer, the Development Agreement shall include the following:
 - 7.1. **Construction Requirements.** The Development Agreement will address the submission of construction plans; City's review and approval of the construction contract and the general contractor; Developer's obligations during the construction process (protection of site, maintenance of traffic plan, hurricane plans); insurance, bonding, and indemnity requirements; installation of utilities; and similar provisions.
 - 7.2. **Participation in City's Local Business Program and Small Business Enterprise Programs.** Developer agrees to procure at least 10% of construction services

from local businesses within the City, and at least 10% of construction services from small businesses under the City's Small Business Enterprise Program. The Development Agreement will include reporting and record-keeping requirements to evidence compliance with these goals.

- 7.3. **Letter of Credit.** Developer shall deliver to the City an irrevocable letter of credit in an amount sufficient to cover damages suffered by the City if Developer fails to perform any of its obligations under the Development Agreement and the Ground Lease. The letter of credit shall be delivered to the City prior to the issuance of the first development permit for the Project. The City shall determine the amount of the letter of credit. The letter of credit must be issued by a U.S. bank or savings and loan association operating in the State of Florida and acceptable to the City. The letter of credit must be renewed periodically at least 30 days prior to expiration. Developer's failure to obtain a renewal of the letter of credit will be a material event of default under the Development Agreement and Ground Lease.
- 7.4. **Phased Construction.** Developer intends to construct the Project in one phase. However, if, as a result of delays in obtaining development approvals, Developer wishes to construct the Project in Phases, Developer will present a phasing schedule to the City for its approval.
- 7.5. **Payment and Performance Bond.** Developer will be required to obtain a payment and performance bond insuring completion of the Project, with the City as obligee. The payment bond shall be in the form set forth in Section 255.05, Florida Statutes, with a surety licensed and approved by the State of Florida to issue payment and performance bonds in the State of Florida. The performance bond shall be in form acceptable to the City. The bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in Section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work provided for in the contract. The bonds shall be in an amount equal to the cost of construction and completion of the Project consistent with all governmental regulations. With approval of the City, the Developer may cover portions of the Project or substitute a payment or performance bond with a cash escrow or an irrevocable letter of credit drawn on a U.S. bank or savings and loan association operating in the State of Florida and acceptable to the City. The letter of credit must be renewed periodically at least 30 days prior to expiration. Developer's failure to obtain a renewal of the letter of credit will be a material event of default under the Development Agreement and Ground Lease.

- 7.6. **Evidence of Construction Funds.** Prior to commencement of construction, Developer will provide evidence satisfactory to City that the Developer has sufficient funds available to complete construction of the Project.
- 7.7. **Additional Matters to be addressed in Development Agreement and/or Ground Lease.** The Development Agreement and/or the Ground Lease shall include provisions regarding the following:
- 7.7.1. Final review of the design for the Project by the City; City approval if the design conforms to standards acceptable to the City,.
 - 7.7.2. Inspection of the Project by the City to ensure that the Developer's activities comply with the Development Agreement.
 - 7.7.3. Monitoring by the City of the maintenance practices to be performed by the Developer entity to ensure that the Project is properly maintained.
 - 7.7.4. Periodic filing by the Developer of the appropriate financial statements that pertain to the Project.
 - 7.7.5. Procedures governing the rights and responsibilities of the City and the Developer in the course of the construction and operation of the Project, and in the event of a termination of the Development Agreement or a material default by the Developer. The procedures must include conditions that govern the assumption of City duties and responsibilities by the Developer.
 - 7.7.6. A provision under which the City and the Developer agrees to provide notice of default and cure rights for the benefit of the other entity.
 - 7.7.7. A provision that terminates the authority and duties of the Developer and dedicates the Project to the City.
 - 7.7.8. Provisions regarding the financing of the Project by Developer. The Developer may enter into a private-source financing agreement with a lender, provided that no liens will encumber the City's fee interest in the Parcel.
 - 7.7.9. Provisions relating to insurance for the Project. Developer shall comply with all insurance requirements set forth in the RFP. Developer shall, upon request by City, provide City will copies of actual insurance policies and declaration pages to evidence Developer's compliance with insurance requirements in the Development Agreement and the Ground Lease.

8. **Ground Lease.** The Ground Lease will be a document separate from the Development Agreement, but it will be executed at the same time as the Development Agreement.
 - 8.1. **Lease Term.** Although the Ground Lease will be signed at the same time as the Development Agreement, the Ground Lease term will not commence until the date of issuance of the first building permit for the Project (“**Lease Commencement Date**”). The initial term of the Ground Lease will be 25 years, with an option for Developer to renew the Ground Lease for an additional 25 years on the same terms, provided that no event of default has occurred which has not been cured.
 - 8.2. **Rent.** Developer will commence paying Ground Lease Base Rent (“**Base Rent**”) under the Ground Lease three years after the Lease Commencement Date. Base Rent shall be paid in accordance with the rent schedule attached as **Exhibit D**, subject to modification by agreement of the City and Developer. Rent will be payable monthly.
 - 8.3. **Other Lease Provisions.** The Ground Lease will include provisions including but not limited to the following: lease commencement date; initial lease term; renewal term; rent commencement date; rent – base rent, percentage rent, rent increases, renewal term rent; City approval of Developer’s general contractor; construction provisions (including start date and construction timeline); permitted uses; provisions relating to financing of the Project such as a leasehold mortgage; transfer rights; and provisions relating to indemnification and insurance and escalation of insurance coverages during the term of the Ground Lease.
9. **Project Costs.** Developer and City agree that City shall have no responsibility whatsoever for any costs related to the development, operation, or maintenance of any portion of the Project. The City shall have responsibility for costs only as expressly set forth in this MOU or the RFP. This provision shall survive the termination of this MOU.
10. **Real Estate Brokers, Salespersons, and Lobbyists.** Developer and City acknowledge, each to the other, that there are no real estate brokers, real estate agents, or lobbyists representing either party in connection with this MOU or the Development Agreement and Ground Lease to be negotiated by the parties. Developer shall indemnify and hold the City harmless against any claim or demand, including reasonable attorneys’ fees, made by any real estate broker, real estate agent, or lobbyist who has dealt with or consulted with Developer or any of Developer’s representatives, employees, or agents in connection with this MOU, the Development Agreement, or the Ground Lease. This paragraph shall survive the termination of this MOU.
11. **Developer’s Good Faith and Due Diligence.** Developer shall proceed in good faith and exercise due diligence in undertaking the responsibilities set forth in this MOU and the responsibilities to be set forth in the Development Agreement and the Ground Lease.

12. **Effect of this MOU.** The terms set forth in this MOU are intended to be non-binding and shall be subject to and superseded by the terms and conditions to be negotiated, approved, and included in the Development Agreement and the Ground Lease. In the event any element included in the Development Agreement and the Ground Lease cannot be achieved or implemented due to legal issues or other impediments, the parties may either (i) terminate this non-binding MOU without further liability each to the other (except as otherwise provided herein); (ii) agree to vary the terms set forth in this MOU; or (iii) extend the term of this MOU to explore other alternatives to accomplish the Project. Developer agrees that the City's approval of this MOU, the Development Agreement, or the Ground Lease shall not obligate the City to issue or approve any comprehensive plan amendment, development permit, or development application. Developer hereby releases City from, and agrees to indemnify and hold City harmless against, all claims and liabilities arising out of, related to, or in connection with the City's or the County's failure or refusal to issue or approve any such amendment, permit, or application. Developer further agrees that this MOU does not grant a property right or a vested right to any development permit, comprehensive plan amendment, or other approval.
13. **Termination of MOU.** This MOU shall be effective from the date it has been signed by Developer, approved by the City Commission, and signed by all required City parties ("**Effective Date**") until the earliest of the following to occur, at which point the MOU shall automatically terminate without need for further notice: (i) full execution of the Development Agreement and the Ground Lease; or (ii) mutual written agreement by the Developer and the City to terminate this MOU; or (iii) 365 days from the Effective Date, unless the Developer and the City agree in writing to an extension. In the event of any termination of this MOU, Developer and City shall not be liable to each other, except to the extent that any provision set forth herein survives the termination of this MOU.
14. **Counterpart Signature Pages.** This MOU may be executed by counterpart signature pages.

City and Developer have executed this MOU as of the date set forth on the first page .

CITY OF POMPANO BEACH, a Florida
municipal corporation

By: _____
Greg Harrison, City Manager

ATTEST:

Asceletha Hammond, City Clerk

Approved for legal form and sufficiency for the
use and benefit of the City only:

By: _____
Mark Berman, City Attorney

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

AZUR EQUITIES, LLC, a Florida limited liability company

By: _____
Pascal Cohen, its Manager

FLORIDIANS FOOTBALL CLUB, INC., a Florida corporation

By: _____
Franck Gotsman, President

EXHIBIT A-1

LEGAL DESCRIPTION ORIGINAL PARK PROPERTY

THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°22'47" WEST 1275.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4), NORTH 88°41'12" EAST 334.48 FEET TO THE NORTHWEST CORNER OF TRACT A OF "LLOYD E. OLSEN PLAT", AS RECORDED IN PLAT BOOK 103, PAGE 9, BROWARD COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT A AND ITS SOUTHERLY EXTENSION, ALSO BEING THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SOUTHWEST ONE-QUARTER (SW1/4), SOUTH 01°20'18" EAST 1275.77 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF PARCEL G OF "GIBSON'S PLAT", AS RECORDED IN PLAT BOOK 99, PAGE 45 BROWARD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 88°48'35" WEST 333.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 426,012 SQUARE FEET (9.78 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE 1/4) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 6-28-2013

Daniel C. Look
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807

Certificate of Authorization 6791

SKETCH AND
LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	1 of 3
DATE	CAD FILE	
06-24-13		

EXHIBIT A-2

LEGAL DESCRIPTION ADDITION TO THE PARK PROPERTY

A PORTION OF THE EAST 135.00 FEET OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 32, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 01°22'47" WEST 637.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 32, SOUTH 88°45'32" WEST 135.00 FEET; THENCE SOUTH 01°22'47" EAST ALONG A LINE 135.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 32 637.41 FEET; THENCE NORTH 88°48'35" EAST 135.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 86,058 SQUARE FEET (1.976 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not obstructed, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE 1/4) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was prepared by the undersigning surveyor as directed by the client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 06-23, 2013 6-28-2013

Daniel C. Look
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Oler Drive, Suite 600
Fort Lauderdale, Florida 33316

LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS



Calvin Giordano & Associates, Inc.
1800 Oler Drive, Suite 600
Fort Lauderdale, Florida 33316
Certificate of Authorization 6701

SKETCH AND LEGAL DESCRIPTION

SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
DATE 06-24-13	CAD FILE	

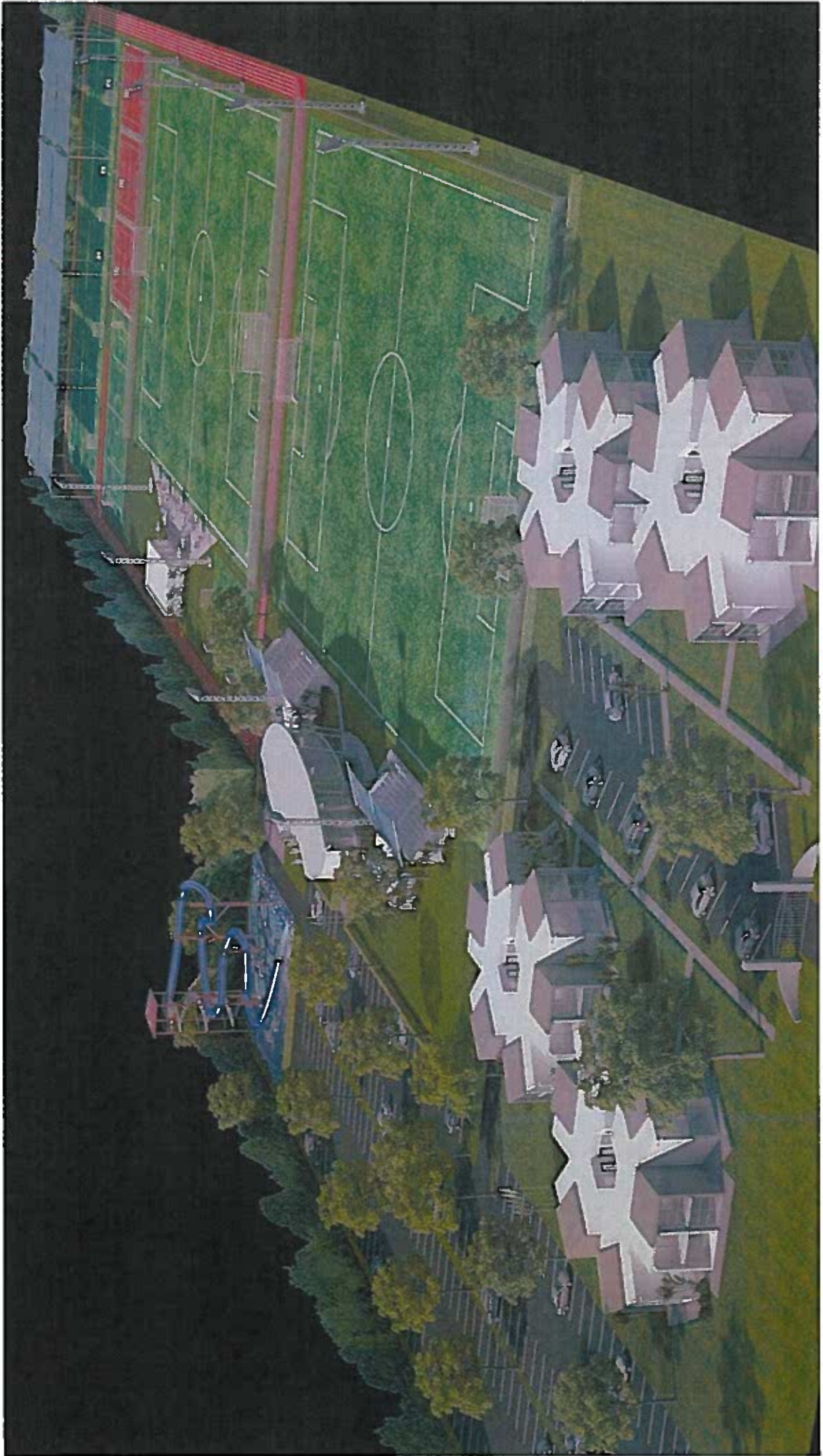
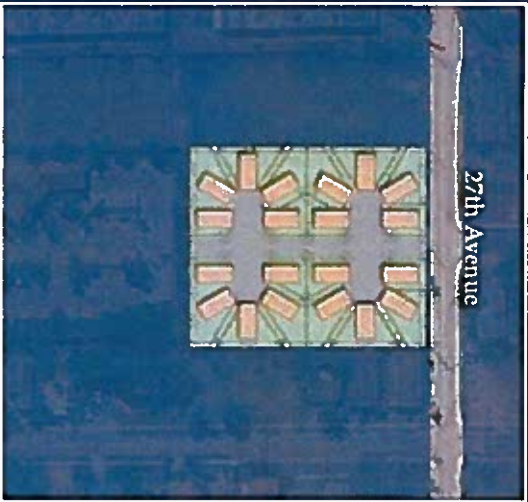


EXHIBIT B



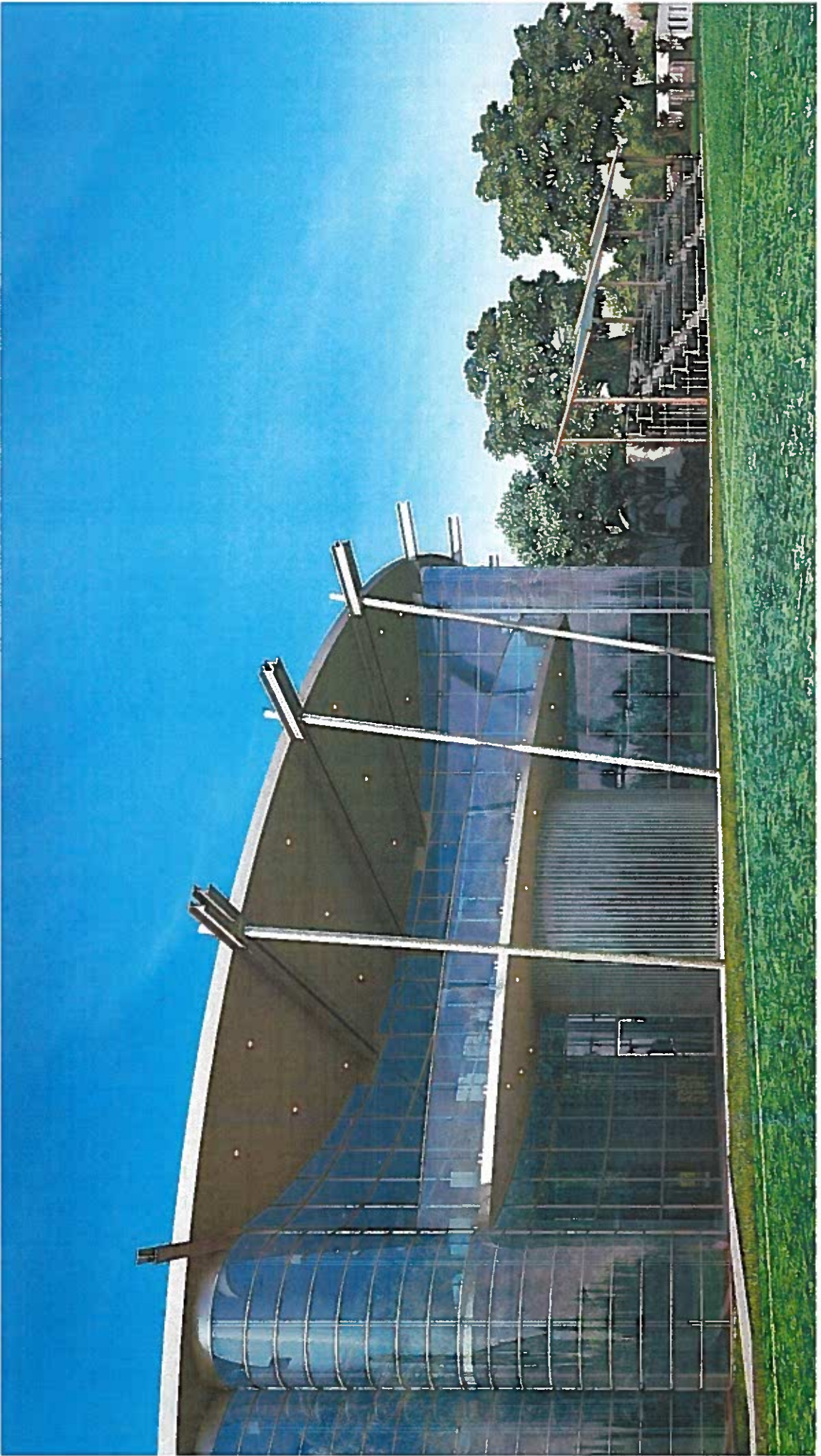








Exhibit C
Floridians SportsPark Proposed Project Development Timeline

	TASK	Start Date	Estimated Duration	Estimated Completion Date
1	MOU approved at City Commission	02 / 13 / 2018	3 Months	02 / 13 / 2018
2	Execution of MOU	03 / 11 / 2018		
3	City provides new updated surveys	04 / 15 / 2018		
4	Floridians work with Broward County Planning and Zoning Dept. to rezone site and allow residential development	04 / 15 / 2018	9 Months	02 / 15 / 2018
5	Floridians start working on final site plan using new accurate surveys	04 / 15 / 2018	2 Months	06 / 15 / 2018
6	City starts remediation	05 / 01 / 2018	12 Months	05 / 01 / 2019
7	Floridians present new site plan	05 / 15 / 2018		
8	Floridians submit to City's Development Review Committee (DRC), Planning and Zoning Board (PNZ), and Architectural Appearance Committee (AAC)	06 / 15 / 2018	6 Months	12 / 15 / 2018
9	Floridians obtains approvals from City's DRC, PNZ, and AAC	12 / 15 / 2018		
10	Floridians submit full plans to City for permitting	02 / 15 / 2019	6 Months	07 / 15 / 2019
11	City completes remediation	05 / 01 / 2019		
12	City approves all permits for the SportsPark Complex	07 / 15 / 2019		
13	City / County secures no further action needed for remediation	07 / 31 / 2019		
14	Groundbreaking ceremony	09 / 04 / 2019		
15	Construction on the SportsPark complex starts	09 / 04 / 2019	20 Months	05 / 04 / 2021
16	Groundbreaking Gala event	09 / 07 / 2019		
17	Floridians unveil new website and international marketing campaign	09 / 07 / 2019		
18	Floridians unveil International competition / Junior Youth World Cup.	09 / 07 / 2019		
19	Floridians announce Board and Hall of Champions.	09 / 07 / 2019		
20	Temporary certificate of occupancy	05 / 04 / 2021		
21	Final certificate of occupancy			
22	OPENING CEREMONY / SportsPark is now officially OPEN !!!!!	05 / 14 / 2021		
23	Junior Youth World Cup of Pompano Beach inaugural tournament	Summer 2021		
24	Floridians semiprofessional team launches new season in its own stadium.	Summer 2021		

Exhibit D
Floridians SportsPark Rent Schedule

Base rent \$48,000.00
Increase each 10 year: 3%

Lease Year	Rent		Lease Year	
1	\$0		26	\$50,923.20
2	\$0		27	\$50,923.20
3	\$0		28	\$50,923.20
4	\$24,000.00		29	\$50,923.20
5	\$24,000.00		30	\$50,923.20
6	\$48,000.00		31	\$52,450.90
7	\$48,000.00		32	\$52,450.90
8	\$48,000.00		33	\$52,450.90
9	\$48,000.00		34	\$52,450.90
10	\$48,000.00		35	\$52,450.90
11	\$24,720.00		36	\$52,450.90
12	\$24,720.00		37	\$52,450.90
13	\$24,720.00		38	\$52,450.90
14	\$24,720.00		39	\$52,450.90
15	\$24,720.00		40	\$52,450.90
16	\$49,440.00		41	\$54,024.42
17	\$49,440.00		42	\$54,024.42
18	\$49,440.00		43	\$54,024.42
19	\$49,440.00		44	\$54,024.42
20	\$49,440.00		45	\$54,024.42
21	\$50,923.20		46	\$54,024.42
22	\$50,923.20		47	\$54,024.42
23	\$50,923.20		48	\$54,024.42
24	\$50,923.20		49	\$54,024.42
25	\$50,923.20		50	\$54,024.42