

**FIRST AMENDMENT TO THE MARINE TERMINAL LEASE AND OPERATING AGREEMENT  
BETWEEN BROWARD COUNTY AND FLORIDA INTERNATIONAL TERMINAL, LLC**

This First Amendment to the Marine Terminal Lease and Operating Agreement between Broward County and Florida International Terminal, LLC, is made and entered into by and between Broward County, a political subdivision of the state of Florida ("County"), and Florida International Terminal, LLC, a Florida limited liability company ("Terminal Operator") (collectively, the "Parties").

RECITALS

A. County and Terminal Operator entered into that certain Marine Terminal Lease and Operating Agreement, dated December 8, 2015 (the "Agreement").

B. The Parties desire to amend the Agreement to provide for revised effective dates for the Interim Premises and Final Premises, modified rental rate for the Interim Premises, modified berthing and gantry crane assignment provisions, and modified early termination rights of Terminal Operator.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise stated.
3. Article 1 of the Agreement is hereby amended to read as follows (original underlining omitted):

**1. CURRENT PREMISES, INTERIM PREMISES, AND FINAL PREMISES**

...

**B. INTERIM PREMISES**

Effective ~~January 1, 2017~~ March 1, 2019 or such earlier effective date (if Terminal Operator gate complex is completed) provided in writing to Terminal Operator by ~~County's Port Everglades Chief Executive/Port Director,~~ (the "Interim Premises Effective Date"), Terminal Operator shall quit and remove itself and relocate its operations from the Current Premises described on Exhibit "A" and lease and take from County and commence its operations pursuant to the terms and conditions provided herein, that

certain real property comprised of ~~±32.1~~ ±46.6 acres of land together with all appurtenances, rights, privileges, and hereditaments thereto, and all improvements thereon, located at Port Everglades, Broward County, Florida, as more particularly described on Revised Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as the {"Interim Premises."}. ~~Prior to the Interim Premises Effective Date, County shall provide Terminal Operator with an as-built survey of the Interim Premises. County shall demise the Interim Premises to Terminal Operator free of tenancies, perimeter fenced, and asphalt in good state of repair. County shall provide for a curb cut access on McIntosh Road by an access point to the Interim Premises to be constructed by County. If an earlier effective date is provided to Terminal Operator as set forth hereinabove, Terminal Operator shall take occupancy of the Interim Premises within ninety (90) calendar days from the date of the written notice sent by County's Chief Executive/Port Director. County shall demolish, at no cost to Terminal Operator, the existing marine operations/administrative office building located on the Interim Premises on or before December 31, 2019.~~

### C. FINAL PREMISES

Effective December 31, ~~2019~~ 2022 (County's intended "substantial completion date" for the construction of ±25 acres of land as a container yard and related marine infrastructure known as the Port Everglades Southport Turning Notch Construction Project ("STNCP")), or such ~~earlier effective~~ alternative date ~~(provided the gate complex is completed by Terminal Operator)~~ provided in writing to Terminal Operator by County's Chief Executive/Port Director (the "Final Premises Effective Date"), Terminal Operator shall lease and take from County and commence its operations pursuant to the terms and conditions provided herein, that certain real property comprised of ±46.6 acres of land ~~(inclusive of the Interim Premises)~~ together with all appurtenances, rights, privileges, and hereditaments thereto, and all improvements thereon, located at Port Everglades, Broward County, Florida, as more particularly described on Exhibit "C" attached hereto and made a part hereof, hereinafter referred to as the {"Final Premises."}. ~~Prior to the Final Premises Effective Date, County shall provide Terminal Operator with an as-built survey of the Final Premises. County shall demise the Final Premises to Terminal Operator free of tenancies, perimeter fenced, and asphalt in good state of repair. County shall provide for a curb cut on McIntosh Road or an access point to the Final Premises. County shall remove the existing fuel tank and remediate the property if necessary. If an earlier effective date is provided to Terminal Operator as set forth hereinabove, Terminal Operator shall take occupancy of the Final Premises within ninety (90) calendar days from after the Final Premises Effective Date of provided in the written notice sent by County's Chief Executive/Port Director. In no event, shall Terminal Operator be required to take occupancy of the Final Premises until County has demolished the existing building located thereon.~~ It is the expressed intent of County, that the "STNCP" be prosecuted so as to keep Berth 30 operational for Terminal Operator's intended uses.

D. CONDITION OF CURRENT PREMISES, INTERIM PREMISES, AND FINAL PREMISES

County makes no representations or warranties whatsoever as to: (i) the condition of the Current Premises, Interim Premises, and Final Premises described on Exhibits "A," Revised Exhibit "B," and Exhibit "C" respectively, ~~or and~~ (ii) whether the Current Premises, Interim Premises, and Final Premises comply with applicable federal, state, and local laws, ordinances, rules, ~~or and~~ regulations. The Current Premises is hereby demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS**," subject to the existing findings contained in the environmental baseline audit previously performed on the Current Premises attached hereto as Exhibit "D." The Interim Premises and Final Premises shall be demised in "**AS IS CONDITION**" and "**WITH ALL FAULTS**," ~~except as provided in paragraphs B and C hereinabove,~~ subject to the future findings contained in the environmental baseline audits to be conducted by County on both the Interim Premises, and Final Premises as provided herein. Not less than ~~ninety (90)~~ thirty (30) calendar days prior to the dates specified herein when Terminal Operator is to take possession and lease the Interim Premises and Final Premises, County shall complete an environmental baseline audit for each parcel of land. The completed environmental baseline audit for the Interim Premises and the completed environmental baseline audit for the Final Premises shall be incorporated into and made a part of this Agreement as Composite Exhibit "E" by reference hereof. County shall remediate, ~~at its sole cost,~~ if necessary, any environmental contamination located on the Interim Premises and Final Premises, which that was not caused by prior to Terminal Operator's occupancy of same. Terminal Operator hereby releases County from any and all claims, demands, causes of action, damages, fees, costs, and liabilities on account of the condition of the Current Premises, Interim Premises, and Final Premises, and any failure of any of the component parts of the Current Premises, Interim Premises, and Final Premises to be in good and working order, except as provided herein.

4. Article 4 of the Agreement is hereby amended to read as follows (original underlining omitted):

**4. RENTAL, FEES, AND CHARGES**

...

B. RENTAL PAYMENTS FOR INTERIM PREMISES

Effective on the "Interim Premises Effective Date", the ~~then current per acre rental rate~~ total annual rental for the Interim Premises is One Million Two Hundred Thirty-seven Thousand Four Hundred Seventy-five Dollars (\$1,237,475.00) payable by Terminal Operator to County for the Current Premises, shall be the per acre rental rate used to calculate the total monthly rental charges for the Interim Premises, which together with applicable sales taxes thereon, is due and payable by Terminal Operator to County in

equal monthly installments for each twelve (12) month period that Terminal Operator occupies and leases the Interim Premises. The monthly rental ~~charges amount~~ for the Interim Premises shall be billed by County and paid by Terminal Operator, in advance, on the first (1<sup>st</sup>) day of each and every month. ~~Notwithstanding the foregoing, County shall not charge Terminal Operator any rent for the Interim Premises for the first four (4) weeks from the Interim Premises Effective Date.~~

C. RENTAL PAYMENTS FOR FINAL PREMISES

1) Effective as of the "Final Premises Effective Date," the total starting annual rental amount (together with applicable sales taxes thereon) payable by Terminal Operator to County for the Final Premises, shall be determined as follows:

(a) The starting total annual rental amount shall be an amount equal to the market rent of the Final Premises as defined hereinbelow. The starting total annual rental amount for the Final Premises shall be effective on the Final Premises Effective Date. The market rent of the Final Premises shall be established as follows:

(b) The market rent for the Final Premises shall be equal to the product of the "Land and Improvements MR" and Rental Percentage Adjustment Factor (as hereinafter defined). The "Land and Improvements MR" shall be determined by an appraisal based upon the market value of the Terminal Operator's rights of use of the Final Premises together with the market value of the improvements thereon, as encumbered by this Agreement. The existing office building, which will be demolished by County, shall not be factored into any written appraisal. The Parties ~~hereto~~ acknowledge and agree, that the unamortized value of the Terminal Operator improvements to the Final Premises (as of the date the "all in" bundled rate is negotiated), will be deducted from the appraised value of the Land and Improvements MR for the purpose of determining the land rent component to be used in negotiating the "all in" bundled rate.

(c) The "Rental Percentage Adjustment Factor" shall be the percentage factor being utilized by County, to establish rental rates at Port Everglades (in its sole discretion) at the time of the rental adjustment.

(d) The written appraisal report for the Final Premises shall be completed by County and provided to Terminal Operator not less than two hundred seventy (270) calendar days before ~~December 31, 2019, or the earlier~~ Final Premises Effective Date effective date as provided in Article 1, subsection C herein. The appraisal report will follow the narrative format suggested by the American Appraisal Institute, the content of which will conform to the Uniform Standards of Professional Appraisal Practice and will identify any comparable properties with specificity. County's Port Everglades Department shall send Terminal Operator written notice of the starting total annual rental amount for the Final Premises, with the final written appraisal report. If Terminal Operator is not in agreement with the starting total annual rental amount for the Final Premises as set forth

in said notice, then Terminal Operator may, at its sole cost and expense, hire its own review appraiser to appraise the Final Premises using the same "Land and Improvements MR" methodology as used by County as provided hereinabove. Terminal Operator's review appraisal must be completed within sixty (60) calendar days following Terminal Operator's receipt of County's final written appraisal report. Terminal Operator shall provide County's Port Everglades Department with a copy of the review appraisal report upon its completion. If Terminal Operator fails to provide a completed review appraisal report within the sixty (60) calendar day period, then Terminal Operator shall thereafter have no further rights to dispute the starting total annual rental amount for the Final Premises as set forth in County's Port Everglades Department's written notification. If Terminal Operator does provide a completed review appraisal within the (60) calendar day period, and if such review appraisal does not agree with County's Port Everglades Department's appraisal, then the appraiser selected by County and the appraiser selected by Terminal Operator shall together select and engage a third appraiser ("Dispute Resolution Appraiser") within seven (7) calendar days following the date County's Port Everglades Department receives Terminal Operator's review appraisal. The costs and expenses of the Dispute Resolution Appraiser shall be bore equally between County and Terminal Operator. The Dispute Resolution Appraiser shall use the same "Land and Improvements MR" methodology, as set forth hereinabove. The Dispute Resolution Appraiser must complete its appraisal ("Dispute Resolution Appraisal") within fourteen (14) calendar days of its engagement date, and provide copies of the Dispute Resolution Appraisal to both County's Port Everglades Department and Terminal Operator. The "Land and Improvements MR," as determined by the Dispute Resolution Appraiser, shall be binding on ~~both the Parties hereto~~ and be the value multiplied by the County's Rental Percentage Adjustment Factor to determine the starting total annual rental amount for the Final Premises.

...

5. Article 35 of the Agreement is hereby amended to read as follows (original underlining omitted):

### **35. PREFERENTIAL BERTHING AND CRANES**

County shall, upon receipt of a berth application filed with the County Port Everglades Department's Harbormaster ~~§~~Section in accordance with the provisions of Port Everglades Tariff, provide access to and availability of Berth 30 to provide for a vessel up to 900 feet in length at Southport to Terminal Operator on a preferential basis seven (7) days per week. County shall, upon receipt of an order for a container gantry crane(s) placed with the County's Port Everglades Department's Harbormaster ~~§~~Section in accordance with the provisions of Port Everglades Tariff, provide Terminal Operator with container gantry cranes SP6 and SP7 on a preferential basis seven (7) days per week. Should container gantry crane SP6 or SP7 not be available due to an out-of-service status, or Berth 30 not be available due to an out-of-service status, County will furnish Terminal

Operator with an alternate berth and crane(s) at Southport. Terminal Operator shall not assert any claims or demands against County due to County's inability to furnish an alternate berth and crane(s).

Further, if the County's Port Everglades Department's Harbormaster Section determines, at the time of Terminal Operator's berth application, that Berth 31 and two (2) container gantry cranes are available for Terminal Operator's use, County will provide said berth and cranes to Terminal Operator for the period of time specified in Terminal Operator's berth application.

The Parties ~~hereto~~ acknowledge and agree, that there will be no penalty to County for failure to furnish Terminal Operator with an alternate crane(s) and berth. Within thirty (30) calendar days following the date the Port Everglades Southport Turning Notch Construction Project is substantially completed, the County's Port Everglades Department shall, in lieu of Berth 30, provide Terminal Operator a preferential berth at Southport, Port Everglades needed to accommodate Terminal Operator's 1100 foot container ship(s) calling at Port Everglades and two container gantry cranes.

6. Article 36 is hereby amended to read as follows (original underlining omitted):

**36. TERMINAL OPERATOR'S EARLY TERMINATION RIGHTS**

A. ~~FOR CONVENIENCE~~ MATERIAL ADVERSE CHANGE

~~Terminal Operator may elect to terminate this Agreement for its convenience upon the giving of not less than twenty four (24) months prior written notice to County's Port Everglades Department's Chief Executive/Port Director of its intent to terminate for its convenience ("Termination Notice"). The effective termination date shall be the last day in the twenty four (24) month period, which begins on the date such Termination Notice is received by County's Port Everglades Department's Chief Executive/Port Director. Upon the date County's Port Everglades Department's Chief Executive/Port Director receives Terminal Operator's Termination Notice, Terminal Operator shall immediately revert to and pay all Port Everglades' charges, i.e., dockage, wharfage, crane rental, etc., at the then current published Port Everglades Tariff rates. If the Termination Notice is received prior to the Final Premises Effective Date, Terminal Operator shall also pay rental charges at the then current square foot rental rate in place as of the Termination. Further, Terminal Operator shall remain liable for its annual MGP payments payable monthly due over the twenty four (24) month period, in accordance with the terms and conditions of this Agreement, which shall be credited towards Terminal Operator's invoices for Port Everglades Tariff charges for dockage and container wharfage. In the event Terminal Operator's Termination Notice is received by County's Port Everglades Department's Chief Executive/Port Director after the Final Premises Effective Date (where Terminal Operator is paying County an "all in" bundled rate), Terminal Operator shall immediately revert to and pay all Port Everglades' charges, i.e.,~~

~~dockage, wharfage, crane rental, etc., at applicable Tariff rates. Further, Terminal Operator shall remain liable for its MGP payments due over the twenty-four (24) month period in accordance with the terms and conditions of this Agreement. A summary of the required payments to be made pursuant to this paragraph is set forth in Exhibit "H" attached hereto~~

In the event of a Material Adverse Change ("MAC") on Terminal Operator's operations at Port Everglades, Terminal Operator shall give County's Port Everglades Chief Executive/Port Director written notice of the occurrence of such an event ("MAC Notice"). The County's Port Everglades Chief Executive/Port Director and representatives of Terminal Operator shall meet to discuss the MAC's impact on Terminal Operator and an amendment to this Agreement to include, without limitation, adjustment to MGP and the size and location of the leasehold. If the Parties are unable to reach an agreement reasonably satisfactory to Terminal Operator within ninety (90) calendar days after the date of the MAC Notice, Terminal Operator shall have the right to terminate this Agreement by giving six (6) months prior written notice to County's Port Everglades Chief Executive/Port Director, which six (6) month period shall be deemed to have commenced on the date of the MAC Notice ("MAC Termination Notice"). In such event, Terminal Operator shall cease its operations at Port Everglades on the effective termination date set forth in the MAC Termination Notice. Termination under this section shall not be deemed a Default or Triggering Event, and upon the effective termination date, the Parties shall thereafter be released and relieved from all further obligations hereunder, except for those obligations of Terminal Operator that survive the expiration or early termination of this Agreement.

As used herein, the term "Material Adverse Change" means an event that is outside the control of Terminal Operator and results in a reduction in the actual number of container (shipmoves) handled by Terminal Operator equal to twenty-five percent (25%) or more of the actual number of container (shipmoves) handled for the prior contract year. For example, if the actual number of container (shipmoves) handled for a given contract year is 80,000 and the actual number of container (shipmoves) handled by Terminal Operator for the prior contract year was 106,667 or more, a MAC would exist.

**B. DELAY TO COUNTY'S SUBSTANTIAL COMPLETION DATE FOR THE SOUTHPORT TURNING NOTCH CONSTRUCTION PROJECT**

Terminal Operator may elect to terminate this Agreement in the event, County's intended substantial completion date, for the Southport Turning Notch Construction Project [to wit: December 31, ~~2019~~ 2022], is delayed six (6) ~~months~~ or more months. County's Port Everglades Department shall provide Terminal Operator with written notice of a six (6) ~~months~~ or more month delay to the ~~aforsaid~~ substantial completion date within thirty (30) calendar days following County's Port Everglades Department's finalization of the exact nature and duration of the delay ("Delay Notice"). The Delay Notice shall include the new intended substantial completion date. Terminal Operator

shall have ~~sixty (60)~~ one hundred twenty (120) calendar days ~~from~~ after the date the Delay Notice ~~was is~~ sent by County's Port Everglades Department to elect to terminate this Agreement or ~~accept the new intended substantial completion date~~ lose its right to terminate this Agreement under this provision.

In the event Terminal Operator elects to terminate this Agreement pursuant to this subsection, it shall provide County's Port Everglades Department with written notice of its election to terminate ("Delay Termination Notice"). The effective termination date of this Agreement shall be provided in the Delay Termination Notice and shall not be later than twelve (12) months ~~from~~ after the date of Terminal Operator's ~~written Delay Termination Notice~~ ("Wind Down Period"). Terminal Operator shall, accordingly, wind down its business operations and affairs at Port Everglades over said Wind Down Period and quit and surrender ~~its then current leasehold interest at Southport, Port Everglades~~ the Interim Premises to County by the effective termination date. Terminal Operator shall continue to pay County the ~~then existing monthly rental payment amount up through the effective termination date, however, the annual Minimum Guaranteed Payment (MGP) amount for the Wind Down Period, which shall be in an amount reduced to ninety percent (90%) of the then existing annual MGP amount, prorated monthly, as applicable.~~ Termination under this section shall not be deemed a Default or Triggering Event, and upon the effective termination date, the Parties shall thereafter be released and relieved from all further obligations hereunder, except for those obligations of Terminal Operator that survive the expiration or early termination of this Agreement.

Further, in the event ~~of such termination by~~ Terminal Operator elects to terminate this Agreement pursuant to this delay provision, County will compensate Terminal Operator for any ~~of the~~ permanent improvements it had made to the Interim Premises, in an amount based upon an appraisal methodology and fair market value calculation that at a minimum: i) provides County with a credit, ~~which that~~ equals the amount of the total rent credit previously provided to Terminal Operator by County hereunder; ii) does not value the improvements at more than their depreciated value; and, iii) does not utilize an appraisal method that includes or attributes any economic value to the improvements. If the Parties ~~hereto~~ cannot agree upon an appraisal method, the procedure set forth hereinbelow shall be followed and the panel of three (3) appraisers shall follow the guidelines hereinabove set forth.

The Parties ~~hereto~~, acting reasonably, shall attempt to agree on the methodology to be used in such appraisal within ninety (90) calendar days after County's Port Everglades Department's receipt of Terminal Operator's ~~Delay Termination Notice~~. If the Parties agree on the appraisal methodology, the Parties ~~hereto~~ shall each select an appraiser to serve on a panel as hereinafter provided, to determine only the fair market value. If the Parties ~~hereto~~ do not agree on the appraisal methodology, they shall each select an appraiser to serve on a panel as hereinafter provided, to determine both the appraisal methodology and the fair market value. Each Party ~~hereto~~ shall give notice to the other of the identity of the appraiser it wishes to designate, and such individual shall

be a MAI appraiser, with at least ten (10) years' experience in determining valuation of commercial properties in Broward County or the surrounding area. The two (2) appraisers thus selected, shall, within fifteen (15) calendar days, designate a third, neutral, and similarly qualified individual to serve as the neutral chairperson of a panel of three (3) appraisers. If the two (2) appraisers cannot agree upon a neutral, third appraiser, then the Parties ~~hereto~~ shall submit the matter to the South Florida Chapter of the Appraisal Institute for selection of the neutral third appraiser. If the Parties ~~hereto~~ agree on the appraisal methodology, the panel of three (3) appraisers shall then determine only the fair market value. If the Parties ~~hereto~~ do not agree on the appraisal methodology, the panel of three (3) appraisers shall then determine both the appraisal methodology and the fair market value for the improvements. The panel of three (3) appraisers shall be permitted to request such further information from the Parties ~~hereto~~ as they may require to make their determination, and shall be permitted to conduct such further investigation, including requesting records of either Party ~~hereto~~, as they may require to render its decision. The panel of three (3) appraisers shall issue its decision within forty-five (45) calendar days after the conclusion of its deliberations and shall provide a written explanation of its conclusions to County's Port Everglades Department and Terminal Operator. The agreement to submit this valuation process to a panel of three (3) appraisers is specifically enforceable by ~~both the Parties hereto~~ both the Parties hereto in any court having jurisdiction over the improvements. No individual who is, or has at any time been, an officer, employee, or consultant of either Party ~~hereto~~ may serve as a member of the panel without the express written consent of ~~both the Parties~~ both the Parties. The decision of the panel of three (3) appraisers will be final and binding upon the Parties ~~hereto~~ and may be entered in any court having jurisdiction over the improvements.

Notwithstanding the foregoing, in the event circumstances surrounding the six (6) ~~months~~ or more month delay should materially change (within ~~sixty (60)~~ forty-five (45) calendar days ~~from~~ after the date the Delay Notice was sent by County's Port Everglades Department to Terminal Operator), leading to a conclusion by County's Port Everglades Department that the expected delay to the ~~aforesaid~~ substantial completion date will not exceed six (6) ~~months~~ or more months, then County's Port Everglades Department shall immediately notify Terminal Operator in writing of any shortened delay schedule. In such event, Terminal Operator shall have the right to rescind any Delay ~~Termination~~ Notice previously ~~sent~~ given under this subsection to County's Port Everglades Department ~~thereby accepting the new intended substantial completion date.~~

7. Preparation of this First Amendment has been a joint effort of County and Terminal Operator, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
8. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.
9. This First Amendment is effective upon the date of complete execution by the Parties.

10. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019, and Florida International Terminal, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**County**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 468-3690

By \_\_\_\_\_  
Russell J. Morrison (Date)  
Senior Assistant County Attorney

RJM:cr  
01/11/19  
FIT1Amd\_FINAL  
#18-3001.05

**FIRST AMENDMENT TO THE MARINE TERMINAL LEASE AND OPERATING AGREEMENT  
BETWEEN BROWARD COUNTY AND FLORIDA INTERNATIONAL TERMINAL, LLC**

**Terminal Operator**

FLORIDA INTERNATIONAL TERMINAL, LLC, a  
Florida limited liability company

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



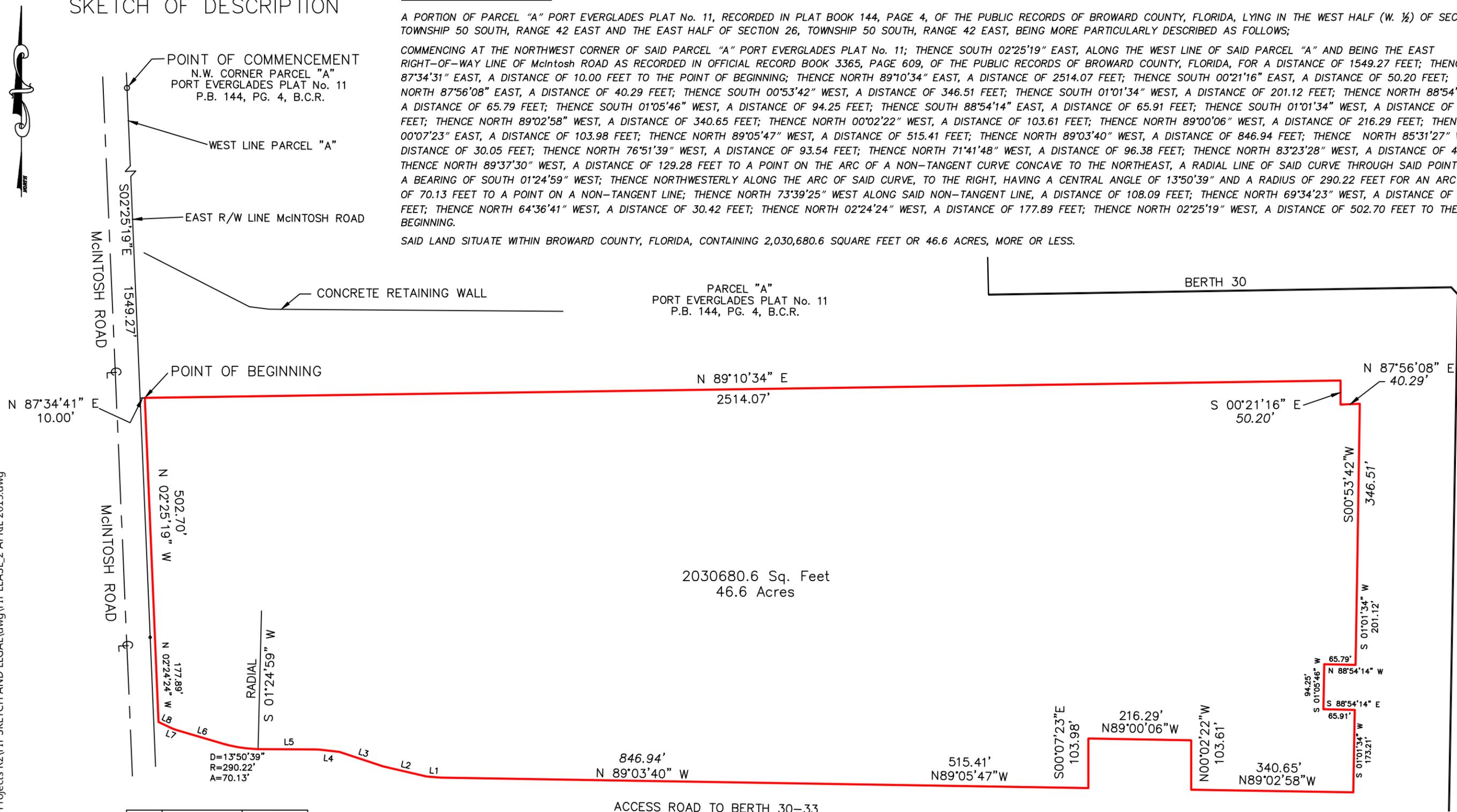
SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A" PORT EVERGLADES PLAT No. 11, RECORDED IN PLAT BOOK 144, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN THE WEST HALF (W. 1/2) OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND THE EAST HALF OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A" PORT EVERGLADES PLAT No. 11; THENCE SOUTH 02°25'19" EAST, ALONG THE WEST LINE OF SAID PARCEL "A" AND BEING THE EAST RIGHT-OF-WAY LINE OF McIntosh ROAD AS RECORDED IN OFFICIAL RECORD BOOK 3365, PAGE 609, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR A DISTANCE OF 1549.27 FEET; THENCE NORTH 87°34'31" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°10'34" EAST, A DISTANCE OF 2514.07 FEET; THENCE SOUTH 00°21'16" EAST, A DISTANCE OF 50.20 FEET; THENCE NORTH 87°56'08" EAST, A DISTANCE OF 40.29 FEET; THENCE SOUTH 00°53'42" WEST, A DISTANCE OF 346.51 FEET; THENCE SOUTH 01°01'34" WEST, A DISTANCE OF 201.12 FEET; THENCE NORTH 88°54'14" WEST, A DISTANCE OF 65.79 FEET; THENCE SOUTH 01°05'46" WEST, A DISTANCE OF 94.25 FEET; THENCE SOUTH 88°54'14" EAST, A DISTANCE OF 65.91 FEET; THENCE SOUTH 01°01'34" WEST, A DISTANCE OF 173.21 FEET; THENCE NORTH 89°02'58" WEST, A DISTANCE OF 340.65 FEET; THENCE NORTH 00°02'22" WEST, A DISTANCE OF 103.61 FEET; THENCE NORTH 89°00'06" WEST, A DISTANCE OF 216.29 FEET; THENCE SOUTH 00°07'23" EAST, A DISTANCE OF 103.98 FEET; THENCE NORTH 89°05'47" WEST, A DISTANCE OF 515.41 FEET; THENCE NORTH 89°03'40" WEST, A DISTANCE OF 846.94 FEET; THENCE NORTH 85°31'27" WEST, A DISTANCE OF 30.05 FEET; THENCE NORTH 76°51'39" WEST, A DISTANCE OF 93.54 FEET; THENCE NORTH 71°41'48" WEST, A DISTANCE OF 96.38 FEET; THENCE NORTH 83°23'28" WEST, A DISTANCE OF 41.96 FEET; THENCE NORTH 89°37'30" WEST, A DISTANCE OF 129.28 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 01°24'59" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°50'39" AND A RADIUS OF 290.22 FEET FOR AN ARC DISTANCE OF 70.13 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 73°39'25" WEST ALONG SAID NON-TANGENT LINE, A DISTANCE OF 108.09 FEET; THENCE NORTH 69°34'23" WEST, A DISTANCE OF 9.66 FEET; THENCE NORTH 64°36'41" WEST, A DISTANCE OF 30.42 FEET; THENCE NORTH 02°24'24" WEST, A DISTANCE OF 177.89 FEET; THENCE NORTH 02°25'19" WEST, A DISTANCE OF 502.70 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 2,030,680.6 SQUARE FEET OR 46.6 ACRES, MORE OR LESS.



LINE	BEARING	DISTANCE
L1	N 85°31'27" W	30.05'
L2	N 76°51'39" W	93.54'
L3	N 71°41'48" W	96.38'
L4	N 83°23'28" W	41.96'
L5	N 89°37'30" W	129.28'
L6	N 73°39'25" W	108.09'
L7	N 69°34'23" W	9.66'
L8	N 64°36'41" W	30.42'

NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PROPERTY.
2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. FOR CLARITY PURPOSES THE 10 FOOT ROADWAY EASEMENT, OPENINGS AND NON-VEHICULAR ACCESS LINE ALONG THE WEST LINE OF PORT EVERGLADES PLAT No. 11 ARE NOT SHOWN.

NOTES CONT:

3. SUBSURFACE UTILITIES, FOUNDATIONS, PIPELINES, ENCROACHMENTS, ETC.. WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
4. BEARINGS SHOWN HEREON ARE ASSUMED.

DATE	REVISIONS	DESCRIPTION
10/31/18		REVIEWED AND RESUBMITTED
09/22/15		REVISED SKETCH AND LEGAL DESCRIPTION

**BROWARD COUNTY** PORT EVERGLADES DEPARTMENT  
Hollywood/Ft.Lauderdale/Dania

PROJECT:  
(FIT) FLORIDA INTERNATIONAL TERMINAL LEASE

DESIGNED:	DRAWN: MTB	CHECKED:	DRAWING No:
DATE: 04/28/15	SCALE: 1"=200'	CADD FILE:	SHEET: 1 OF 1