

**SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY
AND ILLINOIS UNION INSURANCE COMPANY**

This Settlement Agreement ("Settlement Agreement") by and between Broward County ("County"), a political subdivision of the State of Florida, and Illinois Union Insurance Company, an Illinois Corporation ("Insurer") (collectively, the "Parties") is entered into and effective as of the date it is fully executed by the Parties.

RECITALS

A. The Insurer provided the County with a Contractors Pollution Liability II Insurance Policy (Policy # G24880163001) ("Insurance Policy"), whereby, among other things, Insurer would pay for the costs associated with remediating contamination.

B. The County contends that Insurer did not fulfill its obligations under the Insurance Policy including, but not limited to, its responsibility to pay for the costs of removal and disposal of asbestos-contaminated material ("ACM") at Trails End Yard ("TEY").

C. On May 29, 2020, the County filed a lawsuit against Insurer in the Seventeenth Judicial Circuit in and for Broward County, Florida, Case No. CACE20008893 ("Lawsuit"), alleging a breach of contract.

D. The Parties have since engaged in considerable negotiations in an effort to amicably resolve all claims that the County has against Insurer arising out of, or relating to the ACM at TEY.

E. The Parties desire to reduce their negotiations to writing so that it is binding upon them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Representations:** The foregoing Recitals are true and correct, and are incorporated herein by reference.
2. **Terms of Settlement:** The Parties do hereby covenant and agree as follows:
 - A. Within thirty (30) calendar days after the date this Settlement Agreement has been fully executed by the Parties, Insurer shall pay to the County the sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000) ("Settlement Payment"), in full and final settlement of all matters addressed by this Settlement Agreement.

- B. Within seven (7) calendar days after receipt and clearance of payment from Insurer in accordance with subsection 2.A above, County will file a Dismissal with Prejudice in the Lawsuit.
 - C. The Parties shall each bear their own attorney's fees and costs relating to the Lawsuit.
3. **No Admission of Fault:** By entering into this Settlement Agreement, no party admits fault, nor shall this Settlement Agreement be considered an admission by the Insurer of coverage under the Policy, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of ongoing negotiations and litigation.
4. **Mutual Final Releases:** The Parties, by execution of this Settlement Agreement, hereby release, waive, and discharge each other from any and all claims, demands, damages, causes of action, actions, litigation costs, including attorney's fees, and losses of every kind and nature, whether known or unknown, arising from or relating to the ACM at TEY, including but not limited to any right to coverage for the ACM at TEY that the County or any other party who may qualify as an insured has under the Policy. The Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action or damages arising from or relating to the ACM at TEY.

The foregoing release does not include, and shall not release, any claims, causes of action or damages the County or Tutor Perini Fort Lauderdale Hollywood Venture ("TPFLHV") has or may have against each other arising from or relating to the ACM at TEY. TPFLHV joins in this Settlement Agreement to release Insurer from all claims, demands, damages, causes of action, actions, litigation costs, including attorney's fees, and losses of every kind and nature, whether known or unknown, arising from or relating to the ACM at TEY. By joining in this Settlement Agreement, Insurer releases TPFLHV from all claims, demands, damages, causes of action, actions, litigation costs, including attorney's fees, and losses of every kind and nature, whether known or unknown, arising from or relating to the ACM at TEY. County agrees that upon receipt of the Settlement Payment it will revise and reissue Construction Price Element and Memorandum #109 ("CPEAM #109") issued by County on December 5, 2018. CPEAM #109 shall be reduced from \$1,917,495.30 to \$685,495.29. The reduction of CPEAM #109 is without prejudice to the County or TPFLHV and is not intended as any admission of wrongdoing by such parties or acknowledgment of responsibility. County and TPFLHV reserve all rights with respect to the allocation of the Settlement Payment, responsibility for the ACM costs, and under CPEAM #109. TPFLHV further reserves all rights with respect to any deductions taken by the County for CPEAM #109 against any of TPFLHV's Payment Applications.

5. **Default:** In the event of a default of any of the covenants and conditions set forth herein, attorney's fees and costs to enforce this Settlement Agreement will be recoverable by the prevailing party.
6. **Binding Effect:** The undersigned represent that they have been empowered by the respective Parties to enter into, on behalf of the Parties, and to bind the Parties to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto.
7. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.
8. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement 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 Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.**
9. **Severability:** The Parties acknowledge and agree that if any part, term or provision of this Settlement Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or in conflict with any law of the State of Florida, such provision shall be severed from the Settlement Agreement and the validity of the remaining portions or provisions shall not be affected thereby.
10. **Merger:** This document incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements or 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 Settlement 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.

11. **Joint Preparation:** The Parties acknowledge that they have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent 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.
12. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
13. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.
14. **Further Assurance:** The Parties shall execute all such further instruments, and to take all such further actions that may be reasonably required by any party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.
15. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
16. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the termination of the Settlement Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Settlement 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 _____, 2021, Illinois Union Insurance Company, signing by and through its _____, duly authorized to execute same, and Tutor Perini Fort Lauderdale Hollywood Venture, 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 _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 357-1292

Alexander J. Williams, Digitally signed by Alexander J. Williams, Senior Assistant County Atty
Senior Assistant County Atty
Date: 2021.08.25 16:11:09 -04'00'
By _____
Alexander J. Williams, Jr. Date
Senior Assistant County Attorney

Michael J. Kerr Digitally signed by Michael J. Kerr
Date: 2021.08.25 16:20:14 -04'00'
By _____
Michael J. Kerr Date
Deputy County Attorney

SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY
AND ILLINOIS UNION INSURANCE COMPANY

INSURER

WITNESSES:

[Signature]
Signature
KRISTEN Americk
Print Name of Witness above

[Signature]
Signature
Zachary Mills
Print Name of Witness above

ILLINOIS UNION INSURANCE COMPANY

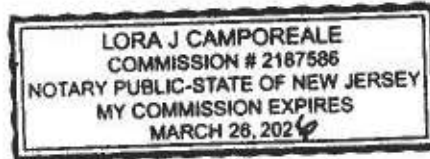
By: [Signature]
Authorized Signor
Melody Curry, VP Environmental
Print Name and Title CLAIMS

24 day of August, 2021

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



Joined in by: TPFLHV

TUTOR PERINI FORT LAUDERDALE
HOLLYWOOD VENTURE

WITNESSES:

Lisa M. Melonas

Signature

Lisa M. Melonas

Print Name of Witness above

Michele

Signature

Michelle DeGrand

Print Name of Witness above

By: *Jack Frost*

Authorized Signor

JACK FROST PRES/COO

Print Name and Title

23 day of Aug, 2021

ATTEST:

A. Fiore

Corporate Secretary or other person
authorized to attest

Anthony C. Fiore
Executive VP, Treasurer and
(CORPORATE SEAL OR NOTARY)

Corporate Secretary
Tutor Perini Corporation -
Management Sponsor

