

REINSTATEMENT AND FIRST AMENDMENT
TO MSA-726 LEASE AGREEMENT

THIS FIRST AMENDMENT TO MSA-726 LEASE AGREEMENT (“First Amendment”) dated as of this _____ day of _____, 2018, by and between FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, hereinafter referred to as Landlord, and the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, hereinafter referred to as Tenant.

RECITALS

- A. Landlord is the owner of a parcel of land located in the City of Pompano Beach, Broward County, Florida, said parcel being designated in the Landlord’s Long-Range Dredged Material Management Plan as Dredged Material Management Area (DMMA) 726, 726-B and 726-C, as more particularly described on Exhibit “A” attached hereto and made a part hereof by reference (the “Premises”).
- B. Landlord and Tenant entered into that certain MSA-726 Lease Agreement for the Premises dated as of October 13, 2016 (the “Lease”) for a one-year term ending on August 25 2017 (the “Initial Term”).
- C. The Lease granted the Tenant an option to extend the Initial Term for up to four (4) additional one (1) year terms. However, a period of time greater than one year has elapsed without renewal of the Lease.
- D. Tenant has requested Landlord to reinstate and amend the Lease to provide for a single renewal term of five (5) years until August 25 2022.
- E. Landlord is willing to reinstate and amend the lease as requested.

WITNESSETH

THEREFORE, in consideration of the premises, the mutual covenants and agreements, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, Landlord and Tenant agree that:

1. INCORPORATION OF RECITALS

The foregoing recitals are true, correct and incorporated herein by reference.

2. REINSTATEMENT/AMENDMENT/RENEWAL TERM

The Lease is hereby reinstated and amended to grant the Tenant a single renewal term commencing August 26, 2017, and terminating August 25, 2022 (the “Renewal Term”). Paragraph 5 of the Lease is hereby deleted. Any further renewals shall be negotiated between the parties.

3. CONFIRMATION OF LEASE

Except as amended by this First Amendment, the Lease is ratified, confirmed and accepted.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the year and date aforesaid.

Signed, sealed and delivered in the presence of:

AS TO LANDLORD:

FLORIDA INLAND NAVIGATION DISTRICT

Witness
Print Name: _____

BY: _____

Mark Crosley, Executive Director

Witness
Print Name: _____

DATED: _____

Approved as to form and legal sufficiency:

Peter L. Breton, Esq., General Counsel

AS TO TENANT:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

MSA 726

That portion of the northwest quarter of the northeast quarter of the northeast quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying west of the westerly right of way line of the Intracoastal Waterway from Jacksonville to Miami, Florida, as that right of way line is shown on the plat recorded in Plat Book 17 at Page 6-A, of the public records of said Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel;

MSA 726-B

The Northeast quarter (NE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 30, Township 48 South, Range 43 East, containing 10 acres more or less, according to the U.S. Public Land Surveys, and adjoining on the West that certain tract of land designated as MSA 726, as deeded to the Board of Commissioners of the Florida Inland Navigation District by the Model Land Company and recorded in Deed Book 276, Page 239, of the Public Records of and in Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

MSA 726-C

That portion of Block 1, Hillsboro Harbor, Unit "A", according to the plat thereof, recorded in Plat Book 28, Page 23, of the public records of Broward County, Florida, described as follows:

Beginning at a point on the East boundary of said Block 1, said point being 22 feet South of the Northeast corner of said Block 1; thence West and parallel with the north boundary of said Block 1, a distance of 54.5 feet; thence South and parallel to the said East boundary of Block 1, to an intersection with the southerly boundary of said Block 1; thence southeasterly along said southerly boundary to the Southeast corner of said Block 1; thence north along the said east boundary of Block 1, a distance of 626.89 feet, more or less, to the point of beginning.