

**AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF POMPANO BEACH
FOR
GRANT FUNDS TO FINANCE ARTWORK AT
POMPANO BEACH PIER IN POMPANO BEACH FISHING VILLAGE**

This Agreement ("Agreement") between BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale 33301 ("County"), and the City of Pompano Beach, a Florida municipal corporation ("City"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). County and City are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The 2000 Broward County Safe Parks and Land Preservation Bond Program provides for funds that may be allocated and distributed to municipalities to benefit municipal parks and recreation systems within the geographic boundaries of Broward County ("Park Bond Program").

B. The Board of County Commissioners of Broward County, Florida ("Board"), at a regular commission meeting held on November 7, 2017, approved the allocation and distribution of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) to the City from the Park Bond Program to help finance artwork for the Pompano Beach Pier at the Pompano Beach Fishing Village in the City of Pompano Beach, Florida.

C. The Parties desire to enter this Agreement for the purpose of allocating and disbursing the Grant Funds in accordance with the terms hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** City is the owner of the Pompano Beach Fishing Village in the City of Pompano Beach, Florida, as more particularly described in **Exhibit A**, attached hereto and made a part hereof ("Property").

3. **Term.** The term of this Agreement shall be effective for one (1) year commencing on the Effective Date ("Initial Term"). The Parties shall have the option to renew the Agreement upon the same terms and conditions, for one (1) additional six (6) month term ("Renewal Term"). To exercise the Renewal Term option, City must send written notice to County at least ninety (90) calendar days before the expiration of the Initial Term ("Notice of Renewal"), and County, through its Contract Administrator (as defined in Section 29), must give City written approval of the Renewal Term at least thirty (30) calendar days after receiving the Notice of Renewal. The Initial Term, and the Renewal Term if exercised, are collectively referred to herein as the "Term."

4. **Grant Funds.**

- 4.1 County shall pay the City, in accordance with Section 4.6, an amount up to, but not exceeding, TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) from the Park Bond Program (the "Grant Funds").
- 4.2 City shall comply with the requirements of the Park Bond Program identified in **Exhibit B** ("Bond Requirements"). City shall use the Grant Funds to fund artwork for the Pompano Beach Pier at the Property ("Funded Items"), as specified in **Exhibits B and B-1**. The Contract Administrator may approve changes to the Funded Items listed for the Property in **Exhibit B-1**, as long as the total amount of Grant Funds is not exceeded.
- 4.3 City shall not use Grant Funds for (i) architectural or engineering costs exceeding twelve percent (12%) of the Grant Funds; (ii) the City's administrative costs in overseeing or managing the Property; and (iii) recreation programming or operational costs.
- 4.4 City shall dedicate the Funded Items, when completed, for public recreational uses for a minimum of twenty-five (25) years ("Dedication Period"). City shall record such dedication, in the form attached hereto as **Exhibit C**, in the Public Records of Broward County, Florida, pursuant to Section 28.222, Florida Statutes.
- 4.5 If the City ceases to use the Funded Items for public recreational uses during the Dedication Period, County shall give a written demand to City for repayment of all Grant Funds. City shall repay all Grant Funds to County as specified in Section 9.

4.6 Billing and Payments.

4.6.1 City shall submit to County a monthly invoice, certified by the City Manager or his or her designee, as designated in writing, to be reimbursed for the actual costs of the Funded Items ("Invoice(s)"). An Invoice may only be submitted after the work reflected on such Invoice has been completed. Invoices must be submitted with an original Invoice plus a copy within fifteen (15) days of the end of the month, except the final Invoice must be submitted within sixty (60) days after the expiration or earlier termination of this Agreement.

4.6.2 Invoices shall designate the nature of the work performed and, as applicable, the personnel, hours, tasks, or any other details requested by the Contract Administrator. Additionally, the documentation required in **Exhibit B** must accompany every Invoice.

4.6.3 County shall pay the City via wire transfer within thirty (30) calendar days after receiving an Invoice. Payment may be withheld if the City fails to comply with a term, condition, or requirement of this Agreement. County shall reject an improper Invoice and provide written notice to City regarding the necessary corrective action within thirty (30) calendar days after receiving the Invoice.

4.6.4 County may withhold or recoup Grant Funds for (i) fraud or misrepresentation in connection with this Agreement; (ii) incomplete or defective construction of all or a portion of the Funded Items, which has not been remedied or resolved to the Contract Administrator's satisfaction; or (iii) noncompliance with the Bond Requirements. County shall provide written notice to City explaining the claim for withholding or recouping the Grant Funds and detailing the necessary corrective action. City shall have thirty (30) calendar days to cure such claim, to the extent such claim is curable. Any Grant Funds withheld under this Section 4.6.4 shall not be subject to payment of interest by County.

5. **Indemnification.** To the extent permitted by law, and without either Party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless and defend County and County's current and former officers, agents, servants, and employees (collectively and individually, "Indemnified Party") from and against any and all claims, actions, damages, liabilities, and expenditures, including attorneys' fees and court costs, in connection with any property damage or personal injury arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each

such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

6. **Insurance.** City is a state agency as defined by Section 768.28, Florida Statutes, and City shall furnish the Contract Administrator with written verification of liability protection in accordance with Florida law prior to final execution of this Agreement.

7. **Termination.** County may terminate this Agreement if City has not corrected a breach within thirty (30) calendar days after receiving written notice from County identifying said breach. For the purposes of this Agreement, "breach" as used in the foregoing sentence shall include, but is not limited to, the negligent or intentional submission of false or incorrect Invoices, failure to suitably perform or complete the Funded Items, abandonment or discontinuance of the Funded Items, misuse of Grant Funds, fraud or misrepresentation in connection with this Agreement, or noncompliance with the Bond Requirements identified in Exhibit B. Notice of termination shall be provided in accordance with the "Notices" Section of this Agreement.

8. **Financial Statements.**

8.1 City shall annually provide to County the "Single Audit Report" prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the City's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award. The Single Audit Report shall be provided to County within forty-five (45) calendar days after it is received by City.

8.2 **Schedule.**

8.2.1 City shall provide, within one hundred twenty (120) calendar days after the expiration or earlier termination of this Agreement, the Contract Administrator with a schedule of revenues and expenditures accounting for the Funded Items during all of the City's fiscal years for which Grant Funds were provided ("Schedule"). The Schedule shall include (i) all revenues relating to the Funded Items classified by the source of the revenues, and (ii) all expenditures relating to the Funded Items classified by the type of expenditures.

8.2.2 The Schedule shall be prepared by the City's Finance Director, in a form acceptable to the County Auditor. A transmittal letter, signed by the City's Finance Director, must accompany the Schedule and shall include: (i) the statement, "No Grant Funds, including interest earned on such funds, are due back to the County"

or, a listing of Grant Funds, including interest earned on such funds, which are due back to County; and (ii) an opinion or finding as to whether the Grant Funds received by City have been expended in accordance with this Agreement.

8.2.3 County may request, in writing, corrections to the Schedule. City shall make such corrections and submit the corrected Schedule to County within sixty (60) calendar days after the receipt of County's request.

8.2.4 In the event City fails to provide the Schedule within the timeframe specified in Section 8.2.1, County may request, in writing, repayment of all or any portion of the Grant Funds.

8.3 Failure of City to meet the financial reporting requirements of Section 8 shall result in the suspension of any payment due under this Agreement or any other grant agreement in effect, and disqualify City from obtaining future grant awards until the Single Audit Report or Schedule is received and accepted by County.

8.4 City shall repay any and all Grant Funds not used in strict compliance with this Agreement.

9. **Repayment or Recoupment.** If County demands repayment or recoupment of Grant Funds pursuant to Sections 4.5, 4.6.4, 8.2.4, or 8.4, City shall remit said funds to County within sixty (60) calendar days after receiving written notice from County regarding repayment or recoupment. If the Grant Funds are not repaid within the sixty-day period, County may (i) deduct the amount of the unrepaid Grant Funds from any payments owed by the County to the City under any contract, agreement, or County program; and (2) deny any pending or future requests from the City for funding under any County program.

10. **Audit Rights and Retention of Records.**

10.1 County shall have the right to audit the books, records, and accounts of City, its agents, contractors, subcontractors, and suppliers ("Agents") that are related to this Agreement. City and its Agents shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of City and its Agents shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Agents, as applicable, shall make same available in written form at no cost to County.

- 10.2 City and its Agents shall preserve and make available, at reasonable times within Broward County, for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or earlier termination of this Agreement or until resolution of any audit findings, whichever is longer ("Audit Period"). County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours advance notice.
- 10.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with Section 10 discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) calendar days from presentation of County's findings to City.
- 10.4 City shall ensure that the requirements of Section 10 are included in all agreements with its Agents that are related to this Agreement.

11. **Truth-in-Negotiation Representation.** The payment of Grant Funds to City under this Agreement is based upon representations supplied to County by City, and City certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12. **Third Party Beneficiaries.** The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13. **Notices.** For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

NOTICE TO COUNTY:

County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email Address: bhenry@broward.org

NOTICE TO CITY:

City Manager
100 West Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060
Email Address: Greg.Harrison@copbfl.com

With a copy to:

Horacio Danovich, CIP Manager
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060
Email Address: Horacio.Danovich@copbfl.com

14. **Assignment and Performance.** Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered without the prior written consent of the other Party. For County, such written consent may only be given by action of its Board.

15. **Independent Contractor.** City is an independent contractor under this Agreement. In taking any action or performing any obligation under this Agreement, neither City nor its Agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

16. **EEO Compliance.** City shall not unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work relating to this Agreement, and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall comply with the Americans with Disabilities Act in the course of providing any services funded by County. City shall include the foregoing or similar language in all agreements with its Agents performing work or services related to this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or other applicable law, all such remedies being cumulative.

17. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. **Compliance with Laws.** City shall comply with all applicable permits, regulations, ordinances, rules and laws of the State of Florida, the United States, any political subdivision, or agency of either in performing its duties, responsibilities, and obligations related to this Agreement.

19. **Severability.** In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both Parties elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section shall be made within ten (10) business days after the court's finding becomes final.

20. **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

21. **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Agreement, such reference is to the Section as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

22. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provisions of any Sections of this Agreement, the provisions contained in the Sections of this Agreement shall prevail and be given effect.

23. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth

Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

24. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

25. **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

26. **Payable Interest.**

26.1 County shall not be liable to pay any interest, whether as prejudgment interest or for any other purpose, to City. City waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

26.2 If the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest, uncompounded.

27. **Conflicts.** City agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. City further agrees that none of its officers or employees shall, during the Term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or City is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude City or any person from representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. City agrees that each of its contracts with Agents performing under this Agreement shall contain substantively identical language to ensure that each Agent and its officers and employees meet the obligations contained in this Section.

28. **Incorporation by Reference.** Attached Exhibits A, B, B-1, C, D, and E are incorporated into and made a part of this Agreement.

29. **Contract Administrator.** The "Contract Administrator," as referenced in this Agreement, shall be the County Administrator or his or her designee, as designated in writing. The County Administrator is defined as the administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

30. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

31. **Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

32. **Survival.** The following Sections and obligations shall survive the expiration or earlier termination of this Agreement: (i) Sections 4.5, 4.6.4, 8.2.4, 8.4, and 9 in connection with repayment or recoupment of Grant Funds; (ii) Section 5 pertaining to indemnification; (iii) Section 8.2 with regards to City providing a Schedule to County; and (iv) Section 10 in relation to County conducting audits during the Audit Period.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 2018, and CITY OF POMPANO BEACH, signing by and through its Mayor, 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: _____
_____ day of _____, 2018

Insurance requirements approved by
Broward County
Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Risk Manager (Date)

By: _____
Irma Qureshi (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Senior Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH
FOR GRANT FUNDS TO FINANCE ARTWORK AT POMPANO BEACH PIER IN
POMPANO BEACH FISHING VILLAGE.**

CITY

WITNESSES:

CITY OF POMPANO BEACH, a Florida
municipal corporation

Witness 1 (Print Name)

By: _____
LAMAR FISHER
MAYOR

Witness 1 (Signature)

By: _____
GREGORY P. HARRISON
CITY MANAGER

Witness 2 (Print Name)

Witness 2 (Signature)

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instruments were 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, a Florida 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
DESCRIPTION OF PROPERTY

FOLIO NUMBER:

4843-31-01-0200

SITE ADDRESS:

250-270 North Pompano Beach Boulevard, Pompano Beach, Florida 33062

LEGAL DESCRIPTION:

Fishing Pier Parcel

Lots 1 through 7 (inclusive), Block 7, POMPANO BEACH, according to the plat thereof, recorded in Plat Book 2, page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida.

TOGETHER WITH:

Pier Parking Lot

Lots 1 through 10 (inclusive), Block 8 and all of lots 6 through 10 (inclusive) and those portions of Lots 1 through 5 (inclusive) lying East of the East Right of Way line of State Road A-1-A, Block 9, POMPANO BEACH, according to the Plat thereof as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida;

TOGETHER WITH that certain 50 foot Right of Way lying between said Blocks 8 and 9. Said Right of Way vacated by City of Pompano Beach Ordinance 65-10 and recorded in Official Records Book 2942, Page 380.

LESS AND EXCEPTING therefrom that portion of the above described property lying within State Road A-1-A as now laid out and in use.

TOGETHER WITH:

A parcel of land lying in the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 31, Township 48 South, Range 43 East, bounded as follows: Bounded on the North at the intersection of the East Right of Way line of State Road A-1-A with the West line of said Block 9, POMPANO BEACH, as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida;

Bounded on the South by the Westerly extension of the South line of Block 9, POMPANO BEACH, according to the Plat thereof as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida;

Bounded on the West by the East Right of Way line of State Road A-1-A;

Bounded on the East by the West line of said Block 9, POMPANO BEACH, as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

A portion of the 50 foot Right of Way of Pompano Beach Boulevard (formerly known as Anthony Boulevard) as shown on POMPANO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the Plat thereof as recorded in Plat Book 2, Page 93, of the Public Records of Palm Beach County, Florida, being bounded as follows:

Bounded on the East by the West line of Block 7, of said POMPANO BEACH, a

subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East;
Bounded on the South by the Westerly prolongation of the South line of said Block 7,
POMPANO BEACH;

Bounded on the West by the East line of Block 8, of said POMPANO BEACH;

Bounded on the North by the Easterly prolongation of the North line of said Block 8;
said premises situate, lying and being in the City of Pompano Beach, Broward County,
Florida and containing a total net area of 6.3851 acres (278,136 square feet), more or
less.

EXHIBIT B
FUNDED ITEMS AND BOND REQUIREMENTS

1. **Description.** The Funded Items shall consist of artwork for the Pompano Beach Pier, as more particularly described in **Exhibit B-1**.
 - A. City agrees to construct the Funded Items in accordance with the plans and specifications prepared by, or under the supervision and review of, a registered professional architect, engineer, or other appropriate professional.
 - B. City is responsible for obtaining all state, federal, and local permits, licenses, agreements, leases, easements, and other approvals required for the Funded Items, and for following applicable state, federal, and local statutory requirements regarding the procurement of professional services for the Funded Items.
 - C. City shall erect a permanent sign acceptable to the Contract Administrator identifying the Park Bond Program and County as a funding source of the Funded Items.
2. **Required Documentation for Funded Items.**
 - A. The Contract Administrator is responsible for ensuring performance of the terms and conditions and shall approve all payment requests prior to payment. Contract Administrator shall have the right, at all reasonable times and upon notice to the City, to enter the Property to examine and inspect the Funded Items. On a quarterly basis, and until the completion of the Funded Items, City shall submit a status report, in the form attached hereto as **Exhibit E**, to the Contract Administrator in order to summarize the work accomplished, problems encountered, percentage of completion, and other appropriate information regarding the Funded Items. Photographs shall be submitted when appropriate to reflect work accomplished. City shall furnish to the Contract Administrator a copy of its contract(s) for the Funded Items within fifteen (15) calendar days of full execution of same.
 - B. Upon completion of the Funded Items, the engineer, architect, or other appropriate professional shall sign a statement certifying satisfactory completion of the Funded Items in accordance with the prepared plans and specifications.
3. **Bond Requirements.** City's acceptance of Grant Funds is conditioned on compliance with the following requirements:
 - A. All Grant Funds are to be paid on a reimbursement basis

pursuant to the requirements of Section 4 of this Agreement.

- B. The Funded Items shall be open to the public, and all City residents and non-City residents shall have access to, and use of, the Funded Items on equal terms and conditions. Any rates, charges, or fees for use of the Funded Items must be uniform for City residents and non-City residents. Differential rate structures for access to, or use of, the Funded Items on the basis of residency or non-residency in the City is prohibited.
- C. The Property shall be owned by City or have a lease with a minimum term of twenty-five (25) years from completion of the Funded Items. Proof of such ownership or leasehold status is attached as **Exhibit D**.
- D. The Funded Items must be used, operated, and maintained for public park recreational uses for a minimum of twenty-five (25) years.
- E. City must provide a resolution from its governing board supporting the Funded Items and authorizing execution of this Agreement.
- F. The Funded Items shall be consistent with recognized park and recreational standards for similar facilities.

EXHIBIT B-1

This summarizes the City's plans for the Funded Items, which consists of benches designed as artwork. This exhibit details the benches proposed by the Developer, including a location map and design of arch at the entrance to the Fishing Pier ("Arch"). The exact location will be defined later during the final design process, but the benches are expected to be located east of the edge of pavement along the eastern side of Pompano Beach Boulevard at the entryway to the Pier. The Arch will have an oval-shaped center plate depicting a Florida pompano fish, possibly constructed a la Gaudi with small ceramics intertwined together. The proposed benches will complement the arch and adopt a similar ceramic finish with a Florida pompano fish or some other marine life with colors to be determined by the artist.

Due to the nature of the design and the going price of similar unfinished benches which cost a minimum of approximately \$1,500 each, the anticipated costs may be as much as \$7,500 to \$10,000 per bench. The City intends to construct and install no less than two (2) benches, one at each side of the Arch. The City's total budget for the benches is \$20,000. Specifically, the Grant Funds from the County will be matched by a \$10,000 contribution from the City or Community Redevelopment Agency. The City estimates solicitation for the artist to adorn the benches will be issued by early summer 2018 and that the adorned benches will be installed by the first quarter of 2019.

POMPANO BEACH FISHING VILLAGE

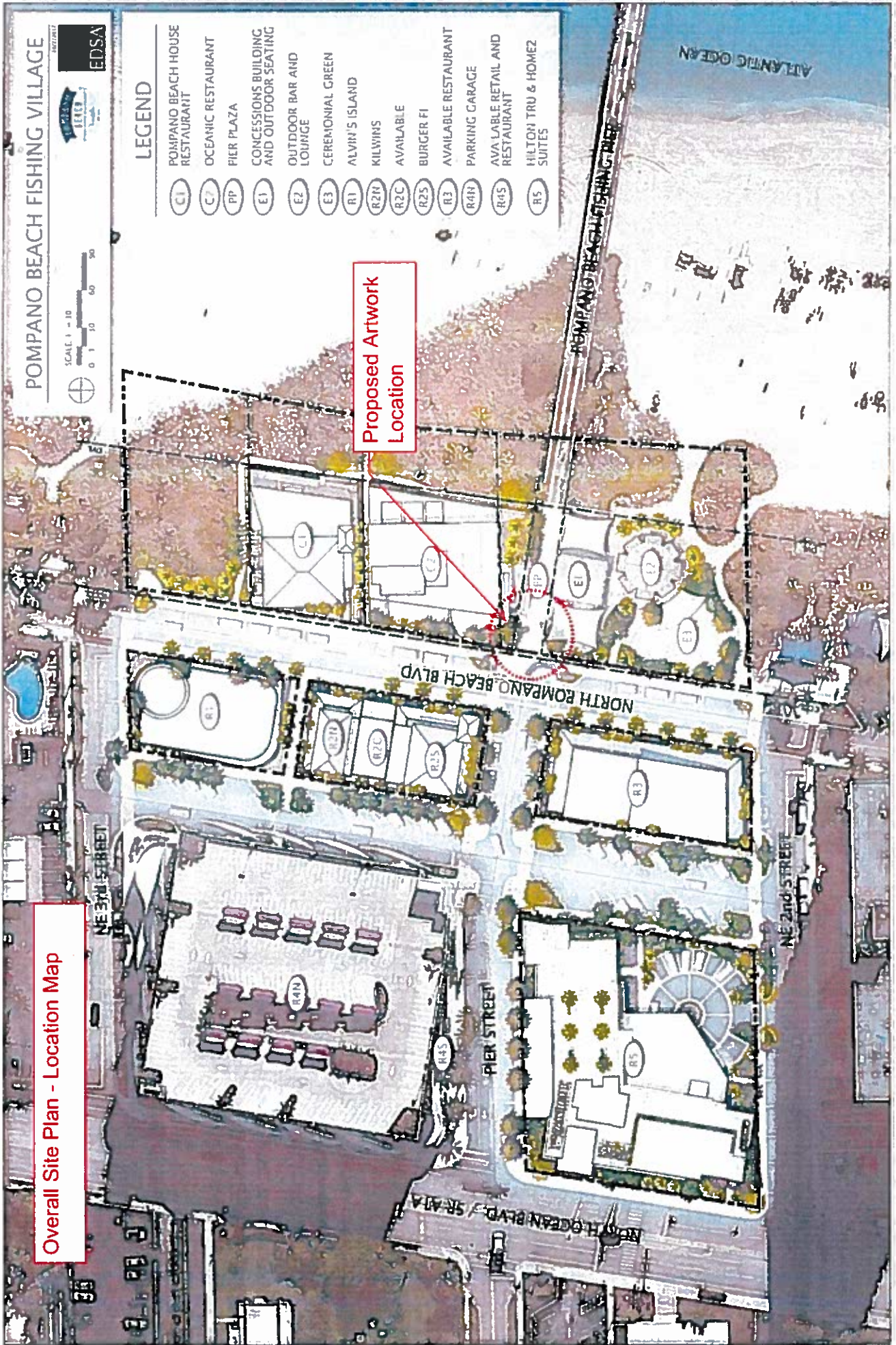


LEGEND

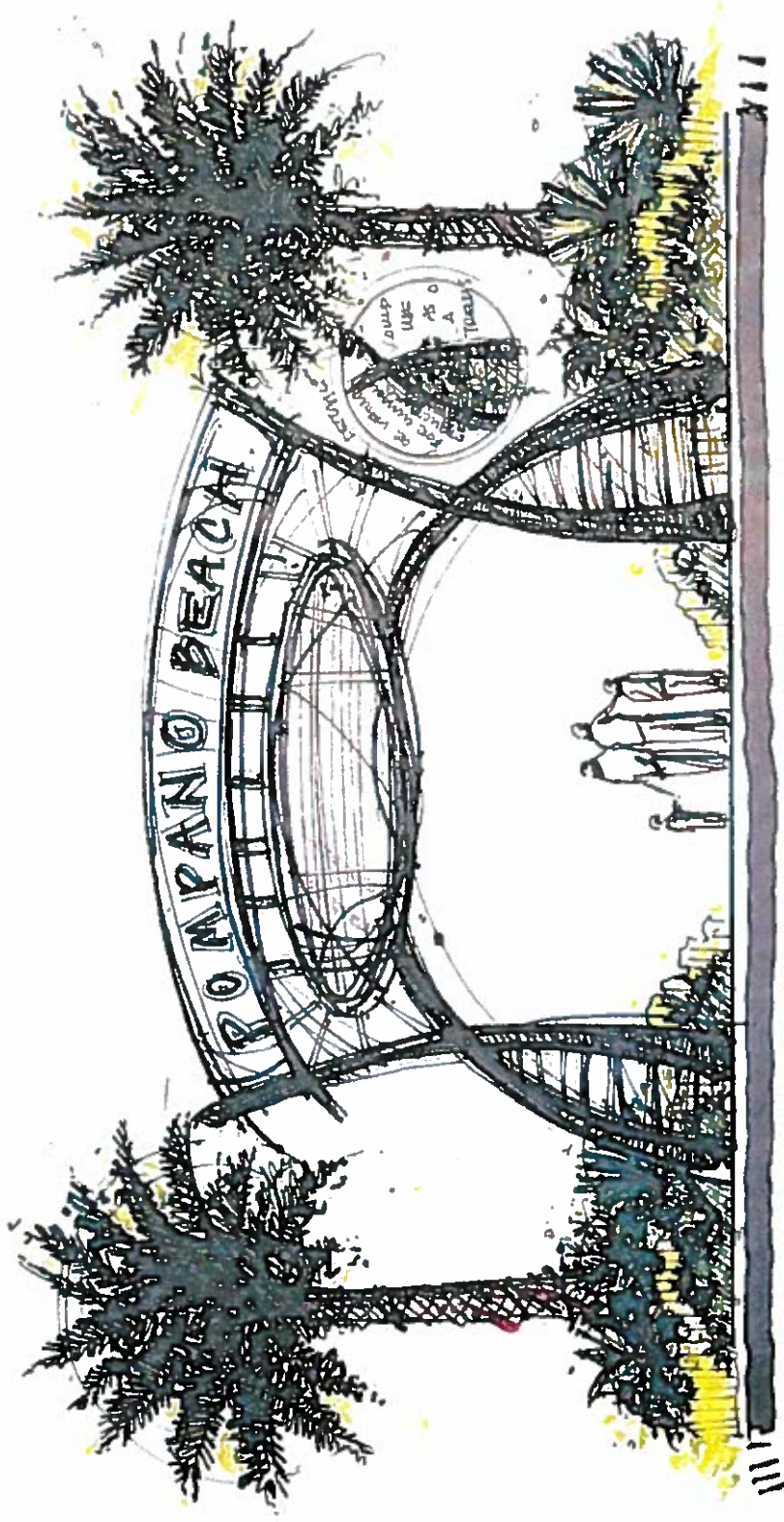
- (C1) POMPANO BEACH HOUSE RESTAURANT
- (C7) OCEANIC RESTAURANT
- (PP) PIER PLAZA
- (E1) CONCESSIONS BUILDING AND OUTDOOR SEATING
- (E2) OUTDOOR BAR AND LOUNGE
- (E3) CEREMONIAL GREEN
- (R1) ALVIN'S ISLAND
- (R2N) KILWINS
- (R2C) AVAILABLE
- (R2S) BURGER FI
- (R3) AVAILABLE RESTAURANT
- (R4N) PARKING GARAGE
- (R4S) AVAILABLE RETAIL AND RESTAURANT
- (R5) HILTON TRU & HOME2 SUITES

Proposed Artwork Location

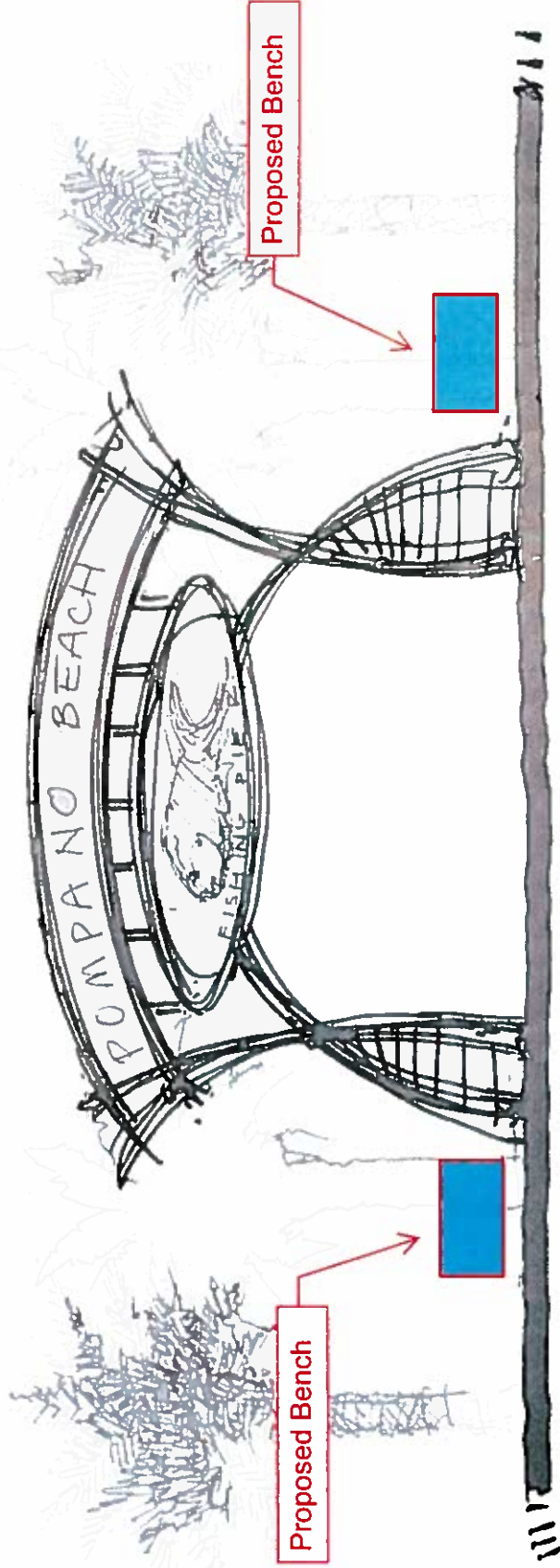
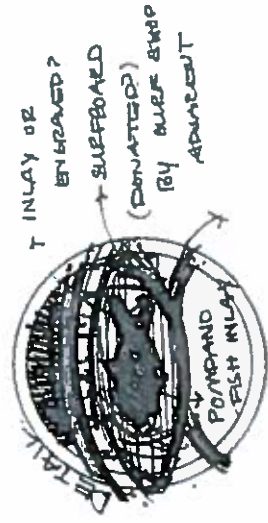
Overall Site Plan - Location Map



Proposed Arch by Developer

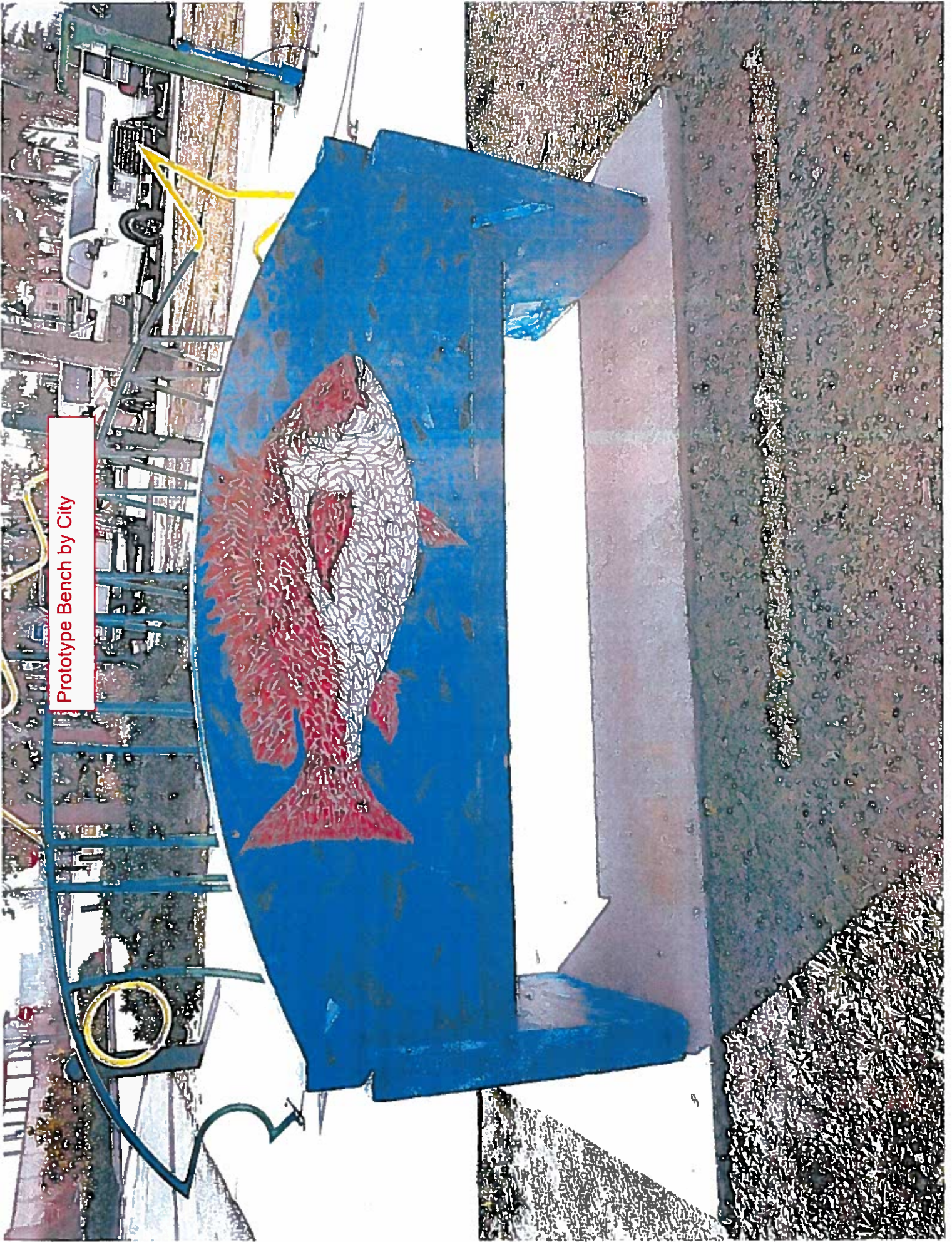


Arch by Developer with Pompano Fish Design



Prototype Bench by City





Prototype Bench by City



Prototype Bench by City



Prototype Bench by City

EXHIBIT C
CERTIFICATE OF OWNERSHIP AND DEDICATION

Pursuant to that certain Agreement between Broward County and the City of Pompano Beach for Grant Funds to Finance Artwork at Pompano Beach Pier in Pompano Beach Fishing Village ("Agreement"), dated _____, 2018, the City of Pompano Beach, a Florida municipal corporation, certifies ownership of the property described in **Exhibits A and D** of the attached Agreement and hereby dedicates, for use by the general public for a minimum of twenty-five (25) years from the date of execution hereof, the Funded Items described in **Exhibits B and B-1** of the attached Agreement.

IN WITNESS WHEREOF, the City of Pompano Beach has executed this Certificate of Ownership and Dedication on this _____ day of _____, 2018.

CITY

ATTEST:

Asceleta Hammond
CITY CLERK

BY: _____
Lamar Fisher
MAYOR

APPROVED AS TO FORM

Mark Berman
CITY ATTORNEY

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

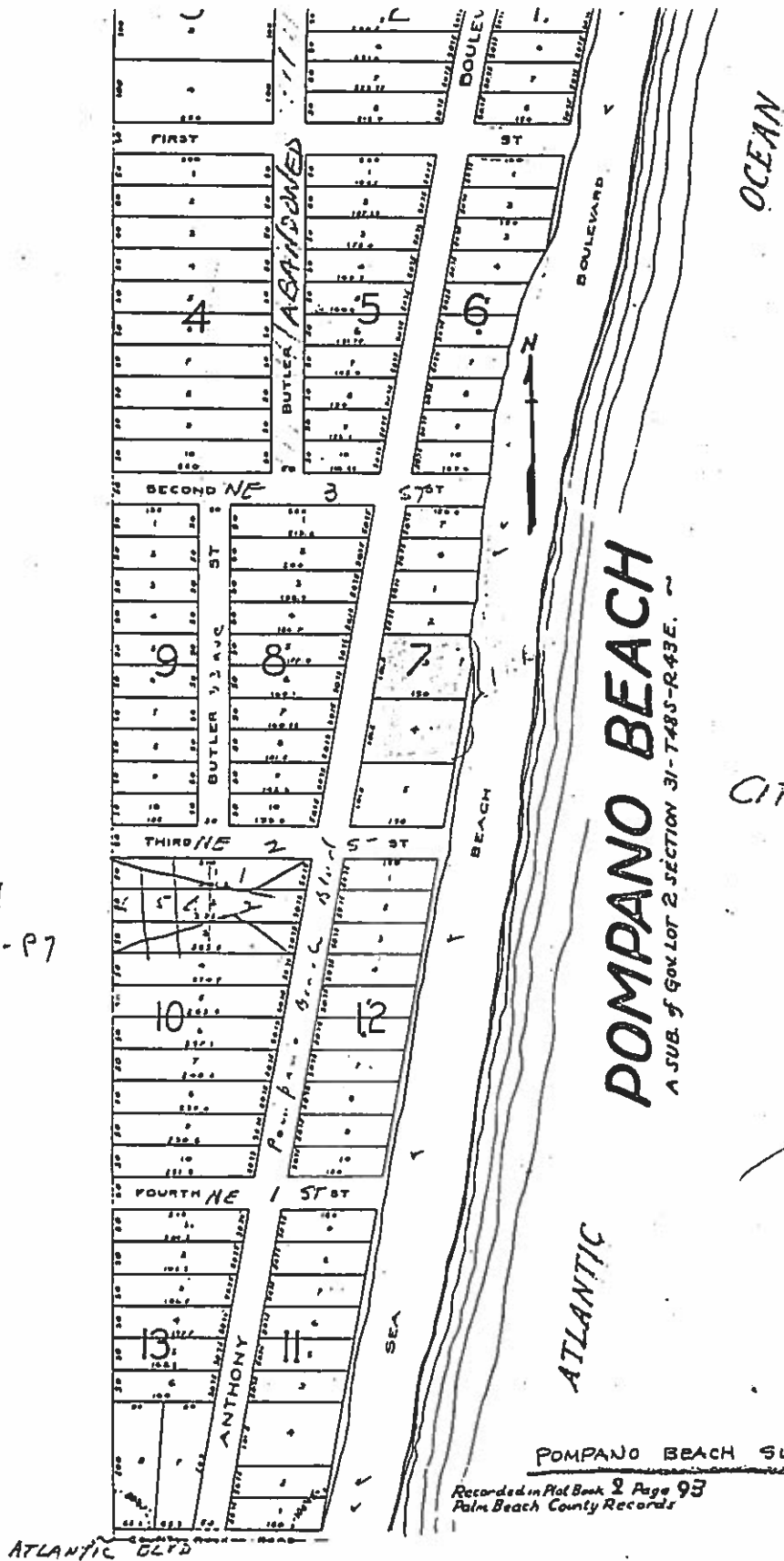
The foregoing Certificate of Ownership and Dedication was sworn to and subscribed before me this _____ day of _____, 20__, by _____, who is personally known to me OR who has produced _____ as identification.

(SEAL)

NOTARY PUBLIC, State of Florida
Printed Name: _____
My Commission Expires: _____

EXHIBIT D
PROOF OF PROPERTY OWNERSHIP/LEASEHOLD

Replotted
Book Br-P7



POMPANO BEACH SUB.
Recorded in Plat Book 2 Page 93
Palm Beach County Records

Section 31
of the Public

OR
H
B

#1

This Indenture Made this 8th day of December, A.D. 1951.

BETWEEN J. D. Blount, a widower,

of the County of Broward and State of Florida part y of the first part and City of Pompano Beach, a municipal corporation, Pompano Beach, Florida,

second part, WITNESSETH that the said part y of the first part for and in consideration of the sum of Ten Dollars and other good and valuable considerations

to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said part y of the second part and his successors heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot Two (2) of Block Seven (7) and Lot Seven (7) of Block Eleven (11) of POMFANO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the plat of said Pompano Beach recorded in Plat Book 2, at page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Broward County, Florida.

It is covenanted and agreed between the parties hereto that as a part of the consideration of the purchase price of these lots, that the grantee herein covenants and agrees that in the event the above described property is abandoned or ceases to be used for the public that the title to the same shall revert to the grantor, his heirs and assigns, and he, his heirs or assigns, shall have the right to re-enter and take possession of the said property immediately.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever. And the said part y of the first part covenants with the said part y of the second part that he is lawfully seized of the said premises that they are free from all encumbrances and that he has good right and lawful authority to sell the same; and that the said part y of the first part do hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Ethel M. Brantly
W. Marion Walton

STATE OF FLORIDA, COUNTY OF BROWARD
This instrument is for record on 8th day of December, 1951.
J. D. Blount
Notary Public, State of Florida
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of FLORIDA
County of BROWARD

I HEREBY CERTIFY, That on this 8th day of December, A.D. 1951, before me personally appeared J. D. Blount, a widower,

to me known, who executed the foregoing conveyance and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Pompano Beach and State of Florida, the day and year first above written.

W. Marion Walton
Notary Public, State of Florida
My commission expires Oct. 1, 1952
Qualified by American Bar Association, Inc.

#3

WGM:mrn 5/29/56

REC 709 JUL 1956

155.10
170.55

751121

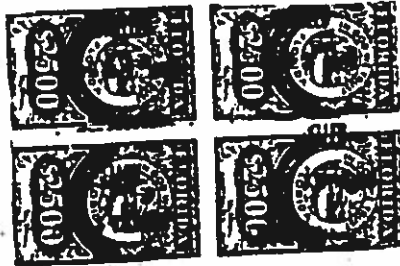
D E E D

THIS INSTRUMENT, executed the 31st day of July,
A. D. 1956, Between JAMES M. ARCHIBALD and R. C. KESTER, as
Administrators of the Estate of William Livingston Kester, also
known as William L. Kester, also known as W. L. Kester, deceased,
parties of the first part, and CITY OF POMPANO BEACH, a Florida
municipal corporation, party of the second part,

W I T N E S S E T H:

Said parties of the first part on the 30th day of
July, A. D. 1956, a petition applied to the County
Judge in and for Broward County, Florida, for authority to sell
certain real estate in said County hereinafter described, averring
it is necessary and expedient to sell the same and also each and
every jurisdictional fact; and the prayer in said petition having
appeared to and found by said Judge to be reasonable and just and
said petition true and the sale to the best interest of said estate
said Court rendered the order dated the 30th day of July,
A. D. 1956, directing said parties of the first part to sell the
said real estate at private sale; and thereupon the said parties
of the first part contracted to sell the said real estate to the
said party of the second part for the sum of One Hundred Fifty-Five
Thousand Eighty Dollars (\$155,080.00), to be paid as follows: in
cash.

NOW, THEREFORE, in consideration of the premises and the
sum of One Hundred Fifty-Five Thousand Eighty Dollars (\$155,080.00)
in hand paid, said parties of the first part hereby grant, bargain,
sell, alien, remise, release, convey and confirm unto the said
party of the second part, its successors and assigns forever,
said certain land in said County of Broward, State of Florida,
described as follows, to-wit:



City of Pompano Beach, Fla.
City of Pompano Beach, Fla.



3.50

Lots 1, 2, 3, 4, 5, and 8, of Block 1,
 Lots 6, and 7, of Block 7,
 Lots 1, and 2, of Block 11,
 Lots 3, and 10, of Block 12,
 all of Pompano Beach, according to the plat
 thereof recorded in Plat Book 2, page 93,
 of the public records of Palm Beach County,
 Florida; said lands situate, lying and being
 in Broward County, Florida.

TOGETHER with all and singular the tenements, hereditaments
 and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the
 second part, and to its successors and assigns, in fee simple forever,

And the said parties of the first part doth hereby covenant
 to and with the said party of the second part, its successors and
 assigns, that in all things preliminary to and in and about said
 sale and this conveyance the orders of said Court and the laws
 of tender have been followed and complied with in all respects.

This conveyance of the property described in this deed
 is made with the express understanding and agreement that the
 grantee in this deed accepts the title to said property in its
 present condition, and that this deed of conveyance of said prop-
 erty is made by the grantors herein without covenants or warranties
 of title, either expressed or implied by the Administrators of the
 Estate of William Livingston Kester, also known as William L.
 Kester, also known as W.L. Kester, deceased, or by any of his
 heirs at law.

The title is hereby conveyed subject to the lien of all
 taxes levied and assessed after the year 1955, the payment of
 which taxes after the year 1955, grantee herein assumes and agrees
 to pay.

The grantee herein, by the acceptance of this deed of
 conveyance, hereby makes the covenants contained herein, which
 covenants run with the title to said property, and which covenants
 are as follows, viz:

- (a) That the said property and each and every part
 and parcel thereof shall be used only, solely, exclusively and
 perpetually for municipal purposes and for no other purpose or

purposes so long as the title and possession and right of possession remains in the grantees in said deed, and provided further, that the following conditions and provisions in this deed shall be fully complied with.

(b) That there shall never be erected upon the property hereinbefore described, or any part or portion thereof, any building or structure of any kind or nature whatsoever, EXCEPT that there shall be permitted to be erected thereon a comfort station, PROVIDED that not more than one such comfort station shall ever be erected upon or in any one of each of said blocks of said parcel of land, to-wit: Blocks 1, 7, 11, and 12, of Pompano Beach, Broward County, Florida.

(c) That Jane K. Arceneild; H.C. Kester; Stewart R. Kester, and Robert L. Kester, as owners of certain lots in Blocks 2, 3, 4, 5, 8, 9, 10, and 13, of Pompano Beach, according to the plat thereof recorded in Plat Book 2, page 93, of the public records of Palm Beach County, Florida, and their heirs and assigns and their tenants, shall have the right of ingress and egress over and across all of the lots to be conveyed by this deed, from their aforesaid lots in Blocks 2, 3, 4, 5, 8, 9, 10, and 13, of Pompano Beach, to the Atlantic Ocean and from the Atlantic Ocean to the last mentioned lots.

(d) That all of the restrictive covenants contained in this deed shall be covenants running with the title to the land, forever and perpetually, and that the owners of the fee simple title to any lots in Blocks 2, 3, 4, 5, 8, 9, 10, and 13, of Pompano Beach, according to the plat thereof recorded in Plat Book 2, page 93, of the public records of Palm Beach County, Florida; said lands situate, lying and being in Broward County, Florida, and their heirs and assigns, shall forever have the right to enforce any and all of the covenants, conditions and restrictions in this deed by appropriate court proceedings.

O.F. 700 200
REC.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on this the day and year first above written.

SIGNED, SEALED and
DELIVERED by JANE K.
ARCHIBALD in the presence
of:

Richard E. Jordan
Gertrude L. Jordan

JKA Richard E. Jordan (SEAL)

HCK R. Kester (SEAL)

SIGNED, SEALED and
DELIVERED by R.C. KESTER, Jr.,
in the presence of:

J. H. Hurn
Walter B. Hurn

Administrators of the Estate of
William Livingston Kester, a/k/a
William L. Kester, a/k/a W.L. Kester,
deceased.

STATE OF MAINE
COUNTY OF CUMBERLAND SS.

BEFORE ME, an officer authorized to take acknowledgments, personally appeared JANE K. ARCHIBALD, well known to me and known to me as the individual and the official representative here and there acknowledged before me that she executed the foregoing deed in the capacity as set forth therein.

WITNESS my hand and official seal this 3rd day of August,
A.D. 1956.

Richard E. Jordan
Notary Public, Cumberland County,
Maine

My Commission Expires February 23, 1959
My commission expires _____

STATE OF FLORIDA
COUNTY OF BROWARD SS.

BEFORE ME, an officer authorized to take acknowledgments, personally appeared R.C. KESTER, well known to me, and known to me as the individual and the official representative here and there acknowledged before me that he executed the foregoing deed in the capacity as set forth therein.

WITNESS my hand and official seal this 31st day of July,
A.D. 1956.

J. H. Hurn
Notary Public, State of Florida at
Large.

My commission expires:
Notary Public, State of Florida at Large
Commission expires June 23, 1959.
Served by American Surety Co. of N. Y.



RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MANES
CLERK OF CIRCUIT COURT

County of Broward and State of Florida parties of the first part and City of Pompano Beach, A Municipal Corporation existing under the laws of the State of Florida,

second part, WITNESSETH that the said parties of the first part for and in consideration of the sum of Ten Dollars and other good and valuable considerations

to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot Ten (10) in Block Six (6) and Lot One (1) in Block Seven (7) of POMPAÑO BEACH, a Subdivision of Government Lot Two (2) in Section 31, Township 48 South, Range 43 East, according to the plat thereof, recorded in Plat Book 3, page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Broward County, Florida.

STATE OF FLORIDA, COUNTY OF BROWARD
This instrument filed for record on 29 day of July 1952 and recorded in Book 715 Page 117 RECORD VERIFIED
TLD 06807, Clerk of the Circuit Court
By Aubrey Chas. D. C.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging, unto the said party of the second part TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part covenants with the said party of the second part that they are lawfully seized of the said premises that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:
Betty J. Jones (SEAL)
W. M. Union Walter (SEAL)
W. H. Blount (SEAL)
Gertrude Blount (SEAL)

State of FLORIDA
County of BROWARD

I HEREBY CERTIFY, That on this 24th day of July 1952, before me personally appeared W. H. BLOUNT AND GERTRUDE BLOUNT, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

to be known to the person described in and who executed the foregoing conveyance, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Pompano Beach, and State of Florida in the County of Broward

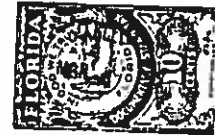
Betty J. Jones
Notary Public, State of Florida
My commission expires May 1953
Bonded by American Surety Co. of N.Y.

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454984

DEED 765 PAGE 456

WARRANTY DEED



THIS INDENTURE, Made this 5th day of December, A. D. 1951 between W. L. KESTER, a single man, of the County of Broward and State of Florida, party of the first part, and CITY OF POMPANO BEACH, a municipal corporation, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

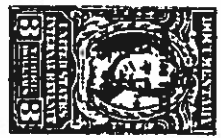
Lots 1, 2, 4, 5, 6, 7, 8 and 9, Block 6
Lots 4 and 5, Block 7
Lots 3, 8 and 9, Block 11
Lots 1, 2, 4, 5, and 6, Block 12

all being in Pompano Beach Subdivision, being a subdivision of Government Lot 2, Section 31, Township 48 South, Range 43 East, as recorded March 29, 1913 in Book 2 of Plats, Page 95, Public Records, Palm Beach County, said land lying, situate and being in Broward County, Florida.

The City covenants and agrees that the grantor herein may maintain his rental office on Lot 4 of Block 7, described above, free of all rent for a period of five years from the date hereof, at which time the grantor shall have the right to remove the existing building from said lot, and he covenants and agrees that in the event he fails to remove said building from said lot within five years from the date hereof, that said building shall revert to the grantee herein.

The above described property is conveyed subject to the following restrictions:

1. The City of Pompano Beach, as an additional consideration of the purchase price of the above described property, covenants and agrees that said property shall only be used for



municipal and public park purposes.

2. The City covenants and agrees that no buildings shall be erected by it on the above described property.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging to or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that he is lawfully seized of the said premises, that they are free from all incumbrances and that he has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered
in our presence:

W. L. Kester : W. L. Kester (SEAL)
W. Marion Walton :

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 5th day of December, A. D. 1951, before me personally appeared W. L. Kester, a single man, to me known to be the person described in and who executed the foregoing conveyance to the City of Pompano Beach, a municipal corporation, and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Pompano Beach, in the County of Broward and State of Florida, the day and year last aforesaid.

STATE OF FLORIDA, COUNTY OF BROWARD
This instrument filed for record 3 day
of Mar 1952 and recorded in book 765
of Deed on page 456 RECORD VERIFIED.
TED CABOT, Clerk of the Circuit Court
By Keith Walton D. C.

W. Marion Walton

Notary Public, State of Florida at large
My commission expires Oct. 31, 1953
Issued by American Surety Co. of N. Y.

151985
This Indenture Made this **30th** day of **November** . A. D. 1951 .
 BETWEEN **BENJAMIN HARRISON JAMES, JR., AND MARTHA B. JAMES, his wife**

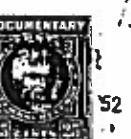
of the County of **Broward** and State of **Florida** parties of the first part and

CITY OF POMFANO BEACH, a municipal corporation

second part. WITNESSETH that the said parties of the first part, for and in consideration of the sum of **Ten Dollars and other good and valuable considerations**

to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents doth grant, bargain, sell and transfer unto the said party of the second part and its successors heirs and assigns forever, all that certain parcel of land lying and being in the County of **Broward** and State of **Florida**, more particularly described as follows:

Lot Three (3) of Block Seven (7), Pompano Beach, a Sub. of Gov. Lot Two (2), Section Thirty-one (31), Township Forty-eight (48) South, Range Forty-three (43) East, recorded in Plat Book Two (2), page Ninety-five (95), Palm Beach County Records.



TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part covenants with the said party of the second part that they are lawfully seized of the said premises that they are free from all encumbrances and that they good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

[Signatures]

[Signatures] (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF FLORIDA, COUNTY OF BROWARD

This instrument filed for record **3** day

of **Mar 1952** and recorded in book **765**
 of **Deed** on page **458** RECORDED VERIFIED

State of

County of

TED CABOT, Clerk of the Circuit Court

By *[Signature]* D. C. **3** November

A. D. 19 **51**.

I HEREBY CERTIFY, That on this **30** day of **November** before me personally appeared

BENJAMIN HARRISON JAMES, JR. AND MARTHA B. JAMES, his wife

to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at **Pompano Beach** and State of **Florida**, the day and year last aforesaid.

[Signature] (SEAL)
 Notary Public

My commission expires:

Notary Public, State of Florida at large
 My commission expires Sept. 19, 1954.
 Bonded by American Surety Co. of N. Y.

This Indenture Made this 19th day of December, A. D. 1951 .
BETWEEN

C. E. RIEDEL, a widower

of the County of Broward and State of Florida part y of the first part and

CITY OF POMPANO BEACH, a municipal corporation

part y of the second part. WITNESSETH, that the said part y of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable considerations.

to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents do es grant, bargain, sell and transfer unto the said part y of the second part and heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lots seven (7), eight (8), and nine (9) of Block 12 of POMPANO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the Plat of said Pompano Beach recorded in Plat Book 2, at page 93, of the Public Records of Palm Beach County, Florida.

Subject to City and County taxes for the year 1951.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging, or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever. And the said part y of the first part does covenants with the said part y of the second part that he has lawfully seized of the said premises that they are free from all encumbrances and that he has good right and lawful authority to sell the same; and that the said part y of the first part does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

W. Marion Walton

Katherine G. Jones

STATE OF FLORIDA, COUNTY OF BROWARD

DECEMBER 19, 1951

This instrument filed for

record on 8 day

of Dec 1951

at 12:30

of Dec 1951

RECORDED VERIFIED.

State of FLORIDA

T. D. C. BUT, Clerk of the Circuit Court

County of BROWARD

I HEREBY CERTIFY, That on this 19th day of December, A. D. 1951 . before me personally appeared

C. E. RIEDEL, a widower

to me known to be the person described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at in the County of Broward last aforesaid.

Pompano Beach and State of Florida

the day and year

W. Marion Walton (SEAL)

Notary Public

Notary Public State of Florida

My commission expires

187
This Indenture Made this 3rd day of June, A. D. 19 52.

BETWEEN Nellie L. Bostwick, a widow,

of the County of Broward and State of Florida part y of the first part and City of Pompano Beach, a Municipal Corporation, existing under the laws of the State of Florida,

second part. WITNESSETH that the said part y of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations

to her in hand paid, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said part y of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of and State of Florida, more particularly described as follows:

Lot Four (4) of Block Eleven (11) of POMPAÑO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the plat of said Pompano Beach recorded in Plat Book 2, at page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Broward County, Florida.



STATE OF FLORIDA, COUNTY OF BROWARD
This instrument filed for record 23 day of June 1952 in book 781 of Public Records at 479 RECORD VERIFIED.
T. D. C. 1. A. to the Circuit Court
By *[Signature]* D. C.



TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever. And the said party of the first part covenants with the said part y of the second part that she is lawfully seized of the said premises that they are free from all encumbrances and that she has good right and lawful authority to sell the same; and that the said part y of the first part do es hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part ha s hereunto set her hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]
W. March Walton

[Signature] (SEAL)
(SEAL)

State of FLORIDA

County of BROWARD

I HEREBY CERTIFY, That on this 3rd day of June before me personally appeared Nellie L. C. Bostwick, a widow,

A. D. 19 52.

to me known to be the person described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned,

WITNESS my signature and official seal at Pompano Beach, in the County of Broward and State of Florida the day and year last aforesaid.

My commission expires:

[Signature] (SEAL)
County Public

472239

784 MAR 6 18

This Underture.

194

Made this 23rd

day of June

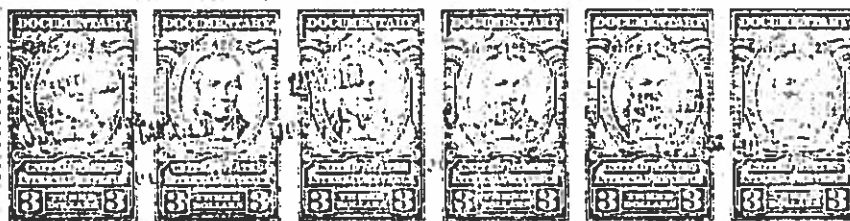
A. D. 19 52

Between INEZ MABEL DOBBS and HARRY L. DOBBS, her husband

of the County of Dade and State of Florida
parties of the first part, and City of Pompano Beach, a Municipal Corporation,
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Broward and
State of Florida party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations ~~Dollars~~ to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lots 5 and 6, Block 11 of POMPAÑO BEACH, a subdivision, according to the Plat thereof, recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]
[Signature]

Inez Mabel Dobbs
Harry L. Dobbs

[Signature]

473433

DEED 785 PAGE 465
Quit-Claim Deed

JANUARY 1952

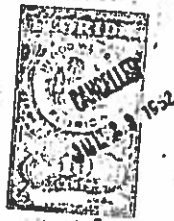
195

This Deed, Executed this 18th day of July, A. D. 1952, by
 G. B. Hogan, Jr. and Jean Blount Hogan, his wife,
 of the County of Broward and State of Florida,
 parties of the first part, and City of Pompano Beach, a Municipal Corporation,
 of the County of Broward and State of Florida,
 party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
 Ten Dollars and other good and valuable considerations ~~therefor~~
 in hand paid by the said party of the second part, the receipt whereof is hereby acknowl-
 edged, have remised, released and quit-claimed, and by these presents do remise, re-
 lease and quit-claim unto the said party of the second part, and its ~~heirs~~, suc-
 cessors and assigns forever, the following described lot, piece or parcel of land, situate,
 lying and being in the County of Broward, State of Florida, to-wit:

Lot Ten (10) in Block Six (6) of POMPANO BEACH, and Lot One (1)
 in Block Seven (7) of POMPANO BEACH, a Subdivision of Govern-
 ment Lot Two (2) in Section 31, Township 48 South, Range 43
 East, according to the plat thereof recorded in Plat Book 2,
 page 93, of the Public Records of Palm Beach County, Florida;
 said lands situate, lying and being in Broward County, Florida.

JUL 29 11 13 AM '52



To Have and to Hold the same together with all and singular the appurtenances there-
 unto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and
 claim whatsoever of the said parties of the first part, either in law or equity, to the only proper
 use, benefit and behoof of the said party of the second part, its ~~heirs~~, successors
 and assigns forever.

In Witness Whereof, The said parties of the first part have hereunto set their
 hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

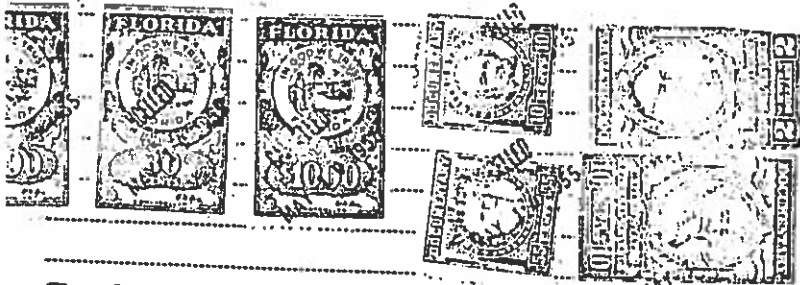
Betty A. Jones
 W. B. Jones

45
 This Indenture, Made this 9th day of May
 A. D. 1955, BETWEEN JOHN OLAH, joined by his wife, EDYTHE A. OLAH,

of the County of Broward and State of Florida
 part i.e.e. of the first part, and CITY OF POMPAÑO BEACH municipal
 existing under the laws of the State of Florida or corporation
 address at Pompano Beach with permanent postoffice

County of Broward State of Florida, called
 Grantee....., party of the second part, Witnesseth, that the said part i.e.e. of the first part, for
 and in consideration of the sum of Ten Dollars,
 and other good and valuable considerations,
 to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bar-
 gained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents
 do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said
 party of the second part and its successors and assigns forever, all that certain parcel of land lying
 and being in the County of Broward and State of Florida
 more particularly described as follows:

Lot Three (3) in Block Six (6), of Pompano Beach, a Subdivision
of Government Lot Two (2), Section 31, Township 48 South, Range
43 East, according to the plat thereof recorded in Plat Book 2,
Page 93, of the Public Records of Palm Beach County, Florida;
said lands situate, lying and being in Broward County, Florida.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right,
 title, interest and estate, dower and right of dower, reversion, remainder and easement thereto be-
 longing or in anywise appertaining. To have and To hold the same in fee simple forever.

And the said part i.e.e. of the first part do covenant with the said party of the second
 part, that they are lawfully seized of the said premises; that they are free of all incumbrances,
 and that they have good right and lawful authority to sell the same; and that said part i.e.e. of
 the first part doth hereby fully warrant the title to said land, and will defend the same against the
 lawful claims of all persons whomsoever.

In Witness Whereof, The said part i.e.e. of the first part have hereunto set their
 hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

Physician
William D. Sanders

John Olah (Seal)
Edythe A. Olah (Seal)

return: William D. Sanders
 May 11 1955

Warranty Deed

STATUTORY

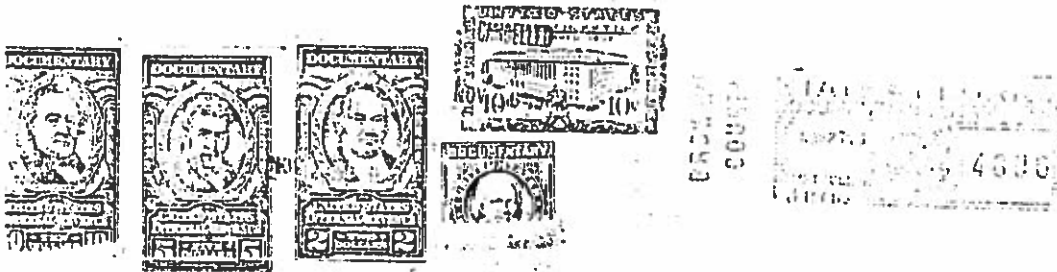
This Indenture, Made this 27th day of November 1963, Between

HAZEL MOBLEY LEWIS, a widow,
 of the County of Broward, State of Florida, grantor, and
 CITY OF POMPAÑO BEACH, FLORIDA, a municipal corporation of the State
 of Florida,
 whose post office address is 101 S.W. 1st Avenue, Pompano Beach,
 of the County of Broward, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of SIXTEEN THOUSAND (\$16,000.00) Dollars,
 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
 lowing described land, situate, lying and being in Broward County, Florida, to-wit:

Lot 6, Block 1, Pompano Beach, according to the Plat thereof,
 recorded in Plat Book 2, Page 93, of the Public Records of Palm
 Beach County, Florida.

Together with the littoral, riparian and other similar rights
 appurtenant thereto.



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
 of all persons whomsoever.
 (Herein the terms "grantor" and "grantee" shall be construed to include masculine, feminine, singular, or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
 Signed, sealed and delivered in our presence:

Harry G. Fitcher
Dr. J. J. Sullivan

Hazel Mobley Lewis
 HAZEL MOBLEY LEWIS (Seal)
 (Seal)
 (Seal)
 (Seal)

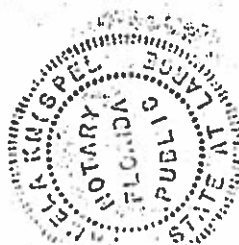
STATE OF FLORIDA
 COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
 appeared HAZEL MOBLEY LEWIS, a widow,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
 me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of November
 19 63.

My commission expires:



Pamela L. Lussel
 NOTARY PUBLIC, STATE OF FLORIDA at LARGE
 MY COMMISSION EXPIRES JAN. 25, 1966 Notary Public

RECORDED IN OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 W. E. BUNCH, JR.
 CLERK OF CIRCUIT COURT

63 NOV 27 PM 12:19

4

Prepared by:

Walter L. Morgan, Esq.
Morgan, Olsen and Olsen, LLP
633 S. Federal Highway, #400A
Ft. Lauderdale, FL 33301

Parcel ID #: 4943 06 11 0020

Quit-Claim Deed

This Indenture, Made this 14th day of June, 2006, between

ROBERT R. KRILICH, joined by his wife, DONNA KRILICH, grantor*

whose post office address is c/o Royce Realty, 1000 Royce Boulevard, Oakbrook Terrace, IL 60181, and

CITY OF POMPANO BEACH, a municipality of the State of Florida, grantee

whose post office address is 100 West Atlantic Boulevard, Pompano Beach, FL 33061

*"grantor" and "grantee" are used for singular or plural, as context requires

WITNESSETH: That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim, to the said grantee, and grantee's heirs and assigns forever, the following described real property lying and being in Broward County, Florida, to-wit:

The North five feet (5') of Lot 2, Block 1, together with the West five feet (5') of Lots 2 and 3, Block 1, of POMPANO BEACH PARK, according to the plat thereof, as recorded in Plat Book 21, Page 20, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee forever.

3

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witnesses:

Paula Haiko
Print Name Paula Haiko

Robert R. Krilich
Robert R. Krilich

Laurie Ann K. Duerr
Print Name Laurie Ann K. Duerr

Donna Krilich
Donna Krilich

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Robert R. Krilich, joined by his wife, Donna Krilich [☒] who are personally known to me or [] who produced drivers' licenses as identification.

Laurie Ann K. Duerr
Notary Public
My Commission Expires:



Laurie Ann K. Duerr
Commission #DD242790
Expires: Aug 19, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

RESOLUTION NO. 2007-136

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM ROBERT R. KRILICH AND DONNA KRILICH TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert R. Krilich and Donna Krilich are willing to convey to the City of Pompano Beach certain real property via Quit Claim Deed; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the Quit Claim Deed; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City of Pompano Beach accepts the conveyances of real property from Robert R. Krilich and Donna Krilich, dated June 16, 2006, a copy of which is attached hereto and incorporated by reference as if set forth in full.

SECTION 2. That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acquisition of the aforesaid property is for a public purpose, to wit: future right-of-way.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of February, 2007.


JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
6/2/0/06
L.reso/2006-285

Prepared by and Return to:
Gordon B. Linn, City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061
Folio Nos. 8331 01 0200
8331 01 0300

QUIT CLAIM DEED

Executed this 31 day of MARCH, 2009, by

BARBARA TURNAGE LINTON, a married woman, of 1201 Great Oaks Way, Knoxville, TN 37909, first party, to

CITY OF POMPANO BEACH, a municipal corporation of the County of Broward, State of Florida, whose post office address is 100 W. Atlantic Boulevard, P. O. Box 2083, Pompano Beach, Florida 33061, second party, to

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot 2, Block 7 and Lot 7, Block 11, POMPANO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the plat thereof, recorded in Plat Book 2, page 93, of the Public Records of Palm Beach County, Florida, as rerecorded in Palm Beach Transcript Plat Book 1, Page 15 of the Public Records of Broward County, Florida; said premises situate, lying and being in the City of Pompano Beach, Broward County, Florida.

The party of the first part hereby attests and affirms that the subject land is not, nor has it ever been, her homestead, nor is the subject land contiguous to her homestead.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

NOTE: The purpose of this Quit Claim Deed is to release the reverter provision and to release the right to enforce the restrictions and the reversion in the Warranty Deed between J. D. Blount and the City of Pompano Beach dated December 8, 1951, and recorded January 8, 1952, in Deed Book 758, Page 510 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

WITNESSES:

WITNESSES:
Wm. J. Spilton, Jr.

W. T. LINTON, III
(Print or Type Name)

(Print or Type Name)

Barbara Turnage Linton
BARBARA TURNAGE LINTON

BARBARA TURNAGE LINTON

Keith R. Alley

Ken Oskey
(Print or Type Name)

(Print or Type Name)

STATE OF TENNESSEE :

COUNTY OF King

The foregoing instrument was acknowledged before me on this 31st day of March, 2009 by BARBARA TURNAGE LINTON, a married woman. She is personally known to me or produced _____, as identification.

NOTARY SEAL:



Jana M. Anderson
NOTARY PUBLIC, STATE OF TENNESSEE
(Signature of the Notary Taking Acknowledgment)

NOTARY PUBLIC, STATE OF TENNESSEE
(Signature of the Notary Taking Acknowledgment)

(Signature of the Notary Taking Acknowledgment)

Tina M. Gardner
(Name of Acknowledger Typed, Printed or Stamped)

(Name of Acknowledger Typed, Printed or Stamped)

Expiration: Sept. 6, 2011
(Commission Number)

(Commission Number)

GBL/jrm
L:realcsi/2009-520

Prepared by and Return to:
Gordon B. Linn, City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061
Folio Nos. 8331 01 0200
8331 01 0300

QUIT CLAIM DEED

Executed this 2 day of Apr., 2009, by

ROBERT BLOUNT TURNAGE, a married man, of 7 Trilby Branch,
Longwood, Florida 32779, first party, to

CITY OF POMPANO BEACH, a municipal corporation of the County
of Broward, State of Florida, whose post office address is 100 W.
Atlantic Boulevard, P. O. Box 2083, Pompano Beach, Florida 33061,
second party, to

(Wherever used herein the terms "first party" and "second party" shall include singular and plural,
heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and
00/100 DOLLARS (\$10.00) in hand paid by the second party, the receipt of which is hereby
acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all
the right, title, interest, claim and demand which the said first party has in and to the following
described lot, piece or parcel of land situate, lying and being in the County of Broward, State of
Florida, to-wit:

**Lot 2, Block 7 and Lot 7, Block 11, POMPANO BEACH, a
subdivision of Government Lot 2 of Section 31, Township 48
South, Range 43 East, according to the plat thereof, recorded
in Plat Book 2, page 93, of the Public Records of Palm Beach
County, Florida, as rerecorded in Palm Beach Transcript Plat
Book 1, Page 15 of the Public Records of Broward County,
Florida; said premises situate, lying and being in the City of
Pompano Beach, Broward County, Florida.**

The party of the first part hereby attests and affirms that the subject land is not, nor has it ever
been, his homestead, nor is the subject land contiguous to his homestead.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity
and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit
and behoof of said second party forever.

NOTE: The purpose of this Quit Claim Deed is to release the reverter provision and to release the right to enforce the restrictions and the reversion in the Warranty Deed between J. D. Blount and the City of Pompano Beach dated December 8, 1951, and recorded January 8, 1952, in Deed Book 758, Page 510 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

WITNESSES:

Kelly Newell
Kelly Newell
(Print or Type Name)

Cardace Adams
Cardace Adams
(Print or Type Name)

Robert Blount Turnage
ROBERT BLOUNT TURNAGE

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me on this 2 day of April, 2009 by ROBERT BLOUNT TURNAGE, a married man. He is personally known to me or produced fl. Driver's License T652-762-55-027-C., as identification.

NOTARY SEAL:



Beatriz I. Taylor
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of the Notary Taking Acknowledgment)

Beatriz I. Taylor
(Name of Acknowledger Typed, Printed or Stamped)

February 17, 2012.
(Commission Number)

GBL/jrm
L:realcst/2009-519

3
Prepared by and Return to:
Gordon B. Linn, City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, Florida 33061

Folio Nos. 8331 01 0200
8331 01 0300

QUIT CLAIM DEED

Executed this 1 day of April, 2009, by

BRENDA TURNAGE BOLTON, a married woman, of 6 Mitchell Spring Court, Simpsonville, SC 29681, first party, to

CITY OF POMPANO BEACH, a municipal corporation of the County of Broward, State of Florida, whose post office address is 100 W. Atlantic Boulevard, P. O. Box 2083, Pompano Beach, Florida 33061, second party, to

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) in hand paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

Lot 2, Block 7 and Lot 7, Block 11, POMPANO BEACH, a subdivision of Government Lot 2 of Section 31, Township 48 South, Range 43 East, according to the plat thereof, recorded in Plat Book 2, page 93, of the Public Records of Palm Beach County, Florida, as rerecorded in Palm Beach Transcript Plat Book 1, Page 15 of the Public Records of Broward County, Florida; said premises situate, lying and being in the City of Pompano Beach, Broward County, Florida.

The party of the first part hereby attests and affirms that the subject land is not, nor has it ever been, her homestead, nor is the subject land contiguous to her homestead.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only proper use, benefit and behoof of said second party forever.

NOTE: The purpose of this Quit Claim Deed is to release the reverter provision and to release the right to enforce the restrictions and the reversion in the Warranty Deed between J. D. Blount and the City of Pompano Beach dated December 8, 1951, and recorded January 8, 1952, in Deed Book 758, Page 510 of the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

WITNESSES:

Karen Cooper

KAREN COOPER

(Print or Type Name)

Trancheda Westwood

Trancheda Westwood

(Print or Type Name)

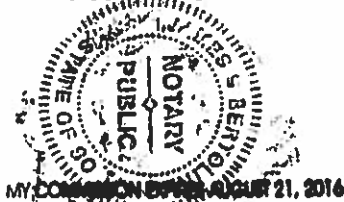
Brenda Turnage Bolton

BRENDA TURNAGE BOLTON

STATE OF SOUTH CAROLINA :
COUNTY OF GREENVILLE :

The foregoing instrument was acknowledged before me on this 1 day of APRIL, 2009 by BRENDA TURNAGE BOLTON, a married woman. She is personally known to me or produced SC DRIVERS LICENSE, as identification.

NOTARY SEAL:



GBL/jrm
L:realest/2009-601

J. S. Bertolini
NOTARY PUBLIC, STATE OF SOUTH CAROLINA
(Signature of the Notary Taking Acknowledgment)

JAMES S. BERTOLINI
(Name of Acknowledger Typed, Printed or Stamped)

(Commission Number)

EXHIBIT E
STATUS REPORT OF FUNDED ITEMS AT
POMPANO BEACH PIER IN POMPANO BEACH FISHING VILLAGE

Reporting Period: _____

Date Report Prepared: _____

Project Information:

Name of City	
Person Preparing the Report for City	
Job Title	
Funded Items Start-Up Date	
Expected Completion Date	

1. **Describe the current status of the Funded Items, identify the tasks performed and work accomplished during the Quarter, and attach photographs of same:**

2. **Describe problems encountered and provide a detailed explanation of corrective action taken or to be taken:**

Problem:	Corrective Action:

3. Percentage of Funded Items completed to date _____%.

4. Other Relevant Information:

CERTIFICATION

I hereby certify that the information reported in this status report and all supporting documentation is correct, and that all tasks and activities were conducted in accordance with the Agreement between Broward County and the City of Pompano Beach for Grant Funds to Finance Artwork at Pompano Beach Pier in Pompano Beach Fishing Village.

Signature

Print Name

Job Title