

LEASE EXTENSION AMENDMENT No. 2

Agiloft ID 12417

THIS IS A LEASE EXTENSION AMENDMENT to the Lease Agreement dated the _____ day of _____, 20____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “LESSEE,”

and

BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT, an independent district of the State Florida, having its office and place of business at 1314 Marcinski Road, Jupiter, Florida 33477 hereinafter referred to as “LESSOR,”

WHEREAS, the parties entered into a Lease Agreement to lease a parcel of land in Broward County, Florida designated as MSA 727-C, known as Harbors Edge Park, to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material on November 29, 1988, ("Original Agreement"); and approved by City Resolution No. 89-40; and

WHEREAS, the parties entered into Reinstatement and Lease Extension Agreement No. 1 to the Original Agreement on November 26, 2014; and approved by City Resolution No. 2015-41; and whereby the lease was extended for a ten (10) year period, set to expire on September 29, 2024; and

WHEREAS, the LESSEE and LESSOR have mutually agreed to extend the Reinstatement and Lease Extension Agreement No. 1, which adopts all terms and conditions of the Original Agreement for an additional ten (10) year period;

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth LESEE and LESSOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. LESSEE shall pay LESSOR the sum of ten dollars (\$10.00) no later than September 29, 2024, which sum represents an annual rent of one dollar (\$1.00).

3. The terms and conditions contained within the Original Agreement between LESSEE and LESSOR, effective November 29, 1988, and subsequently amended on November 26, 2014, copies of which are attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect for the new lease extension term except as specifically amended hereinbelow.

4. Paragraph 3 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of two million dollars (\$2,000,000.00) per person/three million dollars (\$3,000,000.00) aggregate.

5. The parties hereto agree to extend the Reinstatement and Lease Extension Agreement No. 1, which incorporates the terms and conditions of the Original Agreement for an additional ten (10) year period, ending September 29, 2034.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the lease extension had been originally included in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH (“LESSEE”)

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“LESSOR”:

Witnesses:

**Board of Commissioners of the Florida Inland
Navigation District**

By: _____
T. Spencer Crowley III, Chair

Print Name

Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2255 Glades Road, Suite 240W Boca Raton FL 33431	CONTACT NAME: PHONE (A/C. No. Ext): 561-995-6706		FAX (A/C. No.): 561-995-6708
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Underwriters at Lloyd's, London			32727
INSURER B : Safety National Casualty Corporation			15105
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1358111550 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Excess Liability	Y		PK1017224	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 200,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Excess Auto			PK1017224	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 200,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4066328	3/1/2024	3/1/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Excess WC E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured.

APPROVED *David Daley*
 By David Daley at 4:26 pm, Aug 14, 2024

CERTIFICATE HOLDER**CANCELLATION**

Board of Commissioners of the Florida Inland Navigation District
 1314 Marcinski Rd.
 Jupiter FL 33477
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JL

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RESOLUTION NO. 2015-41

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND LEASE EXTENSION AGREEMENT NO. 1 BETWEEN THE CITY OF POMPANO BEACH AND THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT REGARDING HARBORS EDGE PARK; PROVIDING AN EFFECTIVE DATE.


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

SECTION 1. That an Agreement between the City of Pompano Beach and the Board of Commissioners of the Florida Inland Navigation District regarding Harbors Edge Park, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Board of Commissioners of the Florida Inland Navigation District.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of October , 2014.



LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

REINSTATEMENT AND
LEASE EXTENSION AGREEMENT NO. 1

WHEREAS, by Lease Agreement (“Lease”) dated the 29th day of November, 1988 the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (LESSOR”), an independent district of the State of Florida, did lease to the CITY OF POMPANO BEACH, FLORIDA (“LESSEE”), a parcel of land in Broward County, Florida designated as MSA 727-C, to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Ten (10) years: and

WHEREAS, the Lease, as extended, has lapsed without renewal; and

WHEREAS, the parties desire to reinstate and extend the term of the Lease for an additional term of ten (10) years.

WHEREAS, the Lessor is of the opinion that such use by the Lessee continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of ten (10) years to September 29, 2024.

2. Lessee shall pay Lessor the sum of Ten Dollars (\$10.00) not later than September 29, 2014 which sum represents an annual rent of One Dollar (\$1.00).

3. Paragraph 3 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of \$1,000,000 per person/\$2,000,000 aggregate.

4. The term of the Lease may be further extended by mutual written agreement between the parties.

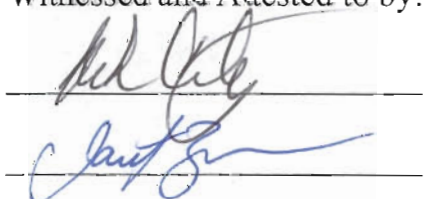
5. Lessor shall have the right, from time to time, to utilize the leased premises for activities undertaken by the United States of America and/or Lessor, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. Lessor shall give Lessee not less than thirty (30) days written notice of Lessor's intent to exercise its rights under this paragraph. Lessor shall have the exclusive possession and use of any part or portion of the leased premises Lessor, in its sole judgment, deems necessary for such purposes. Upon the completion of Lessor's activities, possession shall be restored to Lessee. Any improvements to the leased premises which were installed by Lessee with Lessor's permission which are damaged due to Lessor's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at Lessor's expense.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated November 29, 1988 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 26 day of NOVEMBER, 2014.

"LESSOR"

Witnessed and Attested to by:



Florida Inland Navigation District

By: 

E. Tyler Chappell, Its Chair

"LESSEE CITY":

Witnesses:

CITY OF POMPANO BEACH

Aally J. Fischer

By: [Signature]
LAMAR FISHER, MAYOR

CHRISTINE KENDAL

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

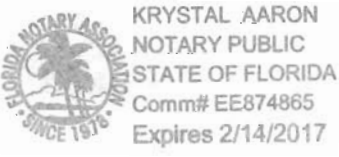
[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, 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:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A



Exhibit A**MSA 727-C**

The East one-half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 30, Township 48 South, Range 43 East, Broward County, Florida, and that part of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section, lying west of the west right-of-way line of the Intracoastal Waterway, said right-of-way line being shown on Plat recorded in Plat Book 17, Page 6-C, of the Public Records of said County, LESS the South 150 feet thereof, said tract containing 10.54 acres, more or less



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road Suite 200E Boca Raton, FL 33431	CONTACT NAME: PHONE (A/C, No, Ext): 561-995-6706 FAX (A/C, No): 561-995-6708 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: UNDERWRITERS AT LLOYDS LONDON</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER B: NEW YORK MARINE & GEN INS CO</td> <td style="text-align: center;">16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792	INSURER B: NEW YORK MARINE & GEN INS CO	16608	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach, FL 33060															

COVERAGES **CERTIFICATE NUMBER:** 41806921 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PK1017213	03/01/14	03/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Self-Insd-Ret \$ 200,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insd-Ret			PK1017213	03/01/14	03/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self-Insd-Ret \$ 200,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess WC SIR \$750,000			WC2014EPP00262	03/01/14	03/01/15	Emp Liab 1,000,000 Emp Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured.

CERTIFICATE HOLDER Board of Commissioners of the Florida Inland Navigation District 1314 Marcinski Rd Jupiter, FL 33477 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

RESOLUTION NO. 89-40CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT (F.I.N.D.) WHEREBY THE CITY LEASES FROM THE DISTRICT A PARCEL OF LAND IN THE VICINITY OF N.E. 12 STREET AND THE INTRACOASTAL WATERWAY, DESIGNATED AS MSA 727-C FOR DEVELOPMENT AS A PUBLIC PARK; PROVIDING AN EFFECTIVE DATE.

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

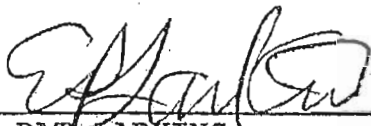
SECTION 1: That an Agreement between the City of Pompano Beach and the Florida Inland Navigational District (F.I.N.D.), a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City Officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Florida Inland Navigational District (F.I.N.D.).

SECTION 3: That Resolution No. 88-88, passed and adopted April 12, 1988, by which a previous draft of this Lease was approved, is hereby rescinded.


SECTION 4: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 29th day of November, 1988.



E. PAT LARKINS MAYOR

ATTEST:



VERNADETTE HEWETT
CITY CLERK

DCR/MD
7/6/88
#004DD/265

-2-

a. To accept the leased premises as is and in its existing condition subject to the use by the United States for spoil disposal in accordance with the aforesaid easement.

b. To pay one dollar (\$1.00) a year rental making payment of a lump sum total of twenty-five dollars (\$25.00) upon execution of this Lease.

c. Not to permit or suffer any waste in or upon said premises; to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida, or any rules and regulations of any governmental agency having jurisdiction over the leased premises.

d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.

e. Not to assign or sublet this Lease, or any portion of the leased premises, without the prior written consent of the Lessor.

f. Not to permit the use of said premises for purposes other than for recreational purposes as herein provided.

g. To make no unlawful, improper, or offensive use of the premises.

h. At the termination of this Lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.

i. To pay any and all taxes levied upon the Leased premises during the terms of this lease.

j. To display prominently the fact the property is owned by, and leased from, the Florida Inland Navigation District.

3. The Lessee agrees to indemnify, defend and hold Lessor harmless from and against all demands, claims, actions or causes of actions, losses, damages, obligations, liabilities, penalties, taxes and interest thereon, costs and expenses, including without limitation interest, penalties and

that, in the event it changes from being self-insured to being covered by indemnity insurance, it will include Lessor as an additional insured for this Lease under any such indemnity insurance policy, which should (i) be with a reputable insurance company to be approved by the Executive Director of the Lessor, and (ii) have minimum limits of \$500,000/ \$1,000,000. A certificate of self-insurance, or a copy of any indemnity insurance policy, will be deposited with the Lessor's Executive Director during the term of this Lease, or any extensions thereof. With respect to any indemnity insurance policy, receipts of payments or premiums thereof shall be sent to the said Executive Director by Lessee within thirty (30) days of said premiums being due. The provisions of this Paragraph shall survive termination of the Lease.

4. The Lessor and the Lessee further agree that:

a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the Executive Director of the Lessor and the Lessee has in hand a written communication from the Executive Director confirming such receipt.

b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the Executive Director of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.

c. The Lessor retains the right to cancel this Lease Agreement with 90 days written notice to the Lessee if the Lessee fails to conform to, or comply with, any of the conditions specified in paragraph 2 above.

5. This Lease may be terminated by either party hereto, by giving notice in writing from the one party to the other, ninety (90) days before the termination thereof and said notice may be given at any time during the term of this Lease.

CITY OF POMPANO BEACH

Donald J. Rahmsal
City Attorney

By: [Signature]
Mayor

[Signature]
City Manager

Attest: Vernadette D. Skivell
City Clerk

Signed, sealed and delivered in
the presence of

(SEAL)

Georgia M. Hamika

Mary L. Collier

EXHIBIT "A"

MSA 727-C

The East One-half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 30, Township 48 South, Range 43 East, Broward County, Florida, and that part of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section, lying west of the west right-of-way line of the Intracoastal Waterway, said right-of-way line being shown on Plat recorded in Plat Book 17, Page 6-C, of the Public Records of said County, LESS the South 150 feet thereof, said tract containing 10.54 acres, more or less.

LEASE AGREEMENTFOR MSA 727-C

THIS LEASE AGREEMENT MADE THIS 29th day of November, 1988, between the BOARD OF COMMISSIONERS, FLORIDA INLAND NAVIGATION DISTRICT, a body corporate created and existing under the laws of the State of Florida, hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, hereinafter referred to as Lessee.

WHEREAS, the Lessor is the owner in fee of a parcel of land in Broward County, Florida, designated as MSA 727-C, for the use by the United States in connection with the improvement and maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida and now holds the title thereto subject to an easement heretofore granted by it to the United States of America for such use; and

WHEREAS, said parcel of land is subject to immediate occupancy and use at any time by the United States pursuant to said easement; and

WHEREAS, the City of Pompano Beach has requested the Florida Inland Navigation District to permit it to use MSA 727-C, a description of which is attached hereto as Exhibit A and made a part hereof, for recreation purposes subject to said prior right and easement of the United States and to the terms and conditions of this Lease, and

WHEREAS, the Lessor is of the opinion that such use by the Lessee is in the public interest and should be granted for a limited term at a nominal rental subject only to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed by the parties hereto:

1. SUBJECT to conditions stated herein, the Lessor does hereby lease the above-mentioned parcel of land as is and in its existing condition to the Lessee for a term of twenty-five (25) years from the date hereof for use by the City of Pompano Beach solely for recreational purposes and upon condition that no structures, fences, utilities or improvements of any kind are placed on said land without prior written consent of the Lessor and that any such structures, fences, utilities or improvements placed thereon with the Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefor by the Lessor.

2. Upon and SUBJECT to the terms and conditions stated herein, which it agrees to perform and abide by, the Lessee does hereby lease said parcel of land from Lessor and further agrees:

-2-

- a. To accept the leased premises as is and in its existing condition subject to the use by the United States for spoil disposal in accordance with the aforesaid easement.
 - b. To pay one dollar (\$1.00) a year rental making payment of a lump sum total of twenty-five dollars (\$25.00) upon execution of this Lease.
 - c. Not to permit or suffer any waste in or upon said premises; to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida, or any rules and regulations of any governmental agency having jurisdiction over the leased premises.
 - d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.
 - e. Not to assign or sublet this Lease, or any portion of the leased premises, without the prior written consent of the Lessor.
 - f. Not to permit the use of said premises for purposes other than for recreational purposes as herein provided.
 - g. To make no unlawful, improper, or offensive use of the premises.
 - h. At the termination of this Lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
 - i. To pay any and all taxes levied upon the Leased premises during the terms of this lease.
 - j. To display prominently the fact the property is owned by, and leased from, the Florida Inland Navigation District.
3. The Lessee agrees to indemnify, defend and hold Lessor harmless from and against all demands, claims, actions or causes of actions, losses, damages, obligations, liabilities, penalties, taxes and interest thereon, costs and expenses, including without limitation interest, penalties and reasonable attorneys' and legal assistants' fees (at the trial, appellate, and post-judgment levels) asserted against, imposed upon or incurred by the Lessor or its successors by reasons of or resulting from or in any way connected with Lessee's occupation or use of the leased premises and every part thereof by Lessee, the employees, agents, guests and invitees of Lessee and any and all person(s), firm or corporation on or about the Leased Premises. Lessee further agrees to include Lessor under the Lessee's self-insurance program as an additional insured for this Lease. Lessee further agrees

that, in the event it changes from being self-insured to being covered by indemnity insurance, it will include Lessor as an additional insured for this Lease under any such indemnity insurance policy, which should (i) be with a reputable insurance company to be approved by the Executive Director of the Lessor, and (ii) have minimum limits of \$500,000/ \$1,000,000. A certificate of self-insurance, or a copy of any indemnity insurance policy, will be deposited with the Lessor's Executive Director during the term of this Lease, or any extensions thereof. With respect to any indemnity insurance policy, receipts of payments or premiums thereof shall be sent to the said Executive Director by Lessee within thirty (30) days of said premiums being due. The provisions of this Paragraph shall survive termination of the Lease.

4. The Lessor and the Lessee further agree that:

a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the Executive Director of the Lessor and the Lessee has in hand a written communication from the Executive Director confirming such receipt.

b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the Executive Director of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.

c. The Lessor retains the right to cancel this Lease Agreement with 90 days written notice to the Lessee if the Lessee fails to conform to, or comply with, any of the conditions specified in paragraph 2 above.

5. This Lease may be terminated by either party hereto, by giving notice in writing from the one party to the other, ninety (90) days before the termination thereof and said notice may be given at any time during the term of this Lease.

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

Signed, sealed and delivered in the presence of

[Signature]

Nancy G. Breen

BOARD OF COMMISSIONERS OF FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature] Chairman

Attest: [Signature]

(SEAL)

CITY OF POMPANO BEACH

Donald J. Rahus
 City Attorney

[Signature]
 City Manager

By: *[Signature]* Mayor

Attest: *Vernon D. Bennett*
 City Clerk

Signed, sealed and delivered in
 the presence of

(SEAL)

Georgia M. Hamika

Mary L. Collins

EXHIBIT "A"

MSA 727-C

The East One-half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 30, Township 48 South, Range 43 East, Broward County, Florida, and that part of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section, lying west of the west right-of-way line of the Intracoastal Waterway, said right-of-way line being shown on Plat recorded in Plat Book 17, Page 6-C, of the Public Records of said County, LESS the South 150 feet thereof, said tract containing 10.54 acres, more or less.