

RESOLUTION NO. 2013-280

**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 REINSTATEMENT AND LEASE EXTENSION AGREEMENT NO. 4 BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No. 98-23, and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement No. 2 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2003, approved by City of Pompano Beach Resolution No. 2003-109, and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement No. 3 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2008, approved by City of Pompano Beach Resolution No. 2008-201, and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 2013 until March 1, 2018; now, therefore,


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

SECTION 1. That Lease Extension Agreement No. 4 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for a reinstatement and extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement No. 4 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 Reinstatement and Lease Extension Agreement No. 4 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

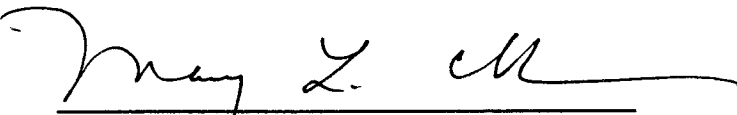
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of June, 2013.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
5/30/13
l:reso/2013-307

***REINSTATEMENT AND LEASE EXTENSION
AGREEMENT NO. 4***

THIS REINSTATEMENT AND LEASE EXTENSION AGREEMENT NO. 4, made and entered into this 17th day of June, 2013, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, under the laws of the State of Florida, hereinafter referred to as "LESSEE,"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida corporation, hereinafter referred to as "LESSOR."

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban Canal," more particularly described in the following:

- #1 That portion of the NE ¼ of the NW ¼ of the SE ¼ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O. R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E ½ of the NE ¼ of the NW ¼ of the SE ¼, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O. R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW ¼ of the NE ¼ of the SE ¼ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in OR. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, the Lease has been extended three times; and

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

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the LESSEE and LESSOR desire to reinstate and to extend the term of the Lease for an additional five years.

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

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto, and which Lease was extended for additional five year terms by Resolution No. 99-151, by Resolution No. 2003-108, and by Resolution No. 2008-202 is hereby reinstated and extended for an additional term commencing January 10, 2013 until March 1, 2018 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

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

"LESSOR":

Signed, sealed and delivered
in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

[Signature]

LAWRENCE D. KENTHAY
Typed, Stamped or Printed Name

[Signature]

CHRISTINE MERRITT
Typed, Stamped or Printed Name

By: [Signature]

ROY D. MERRITT
Typed, Stamped or Printed Name

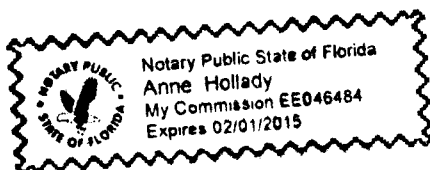
Title: Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of June, 2013 by Roy Merritt as Vice President of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced FL Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

EE046484
Commission Number

"LESSEE":

Witnesses:

CITY OF POMPAÑO BEACH

Betty J. Manis

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 2013 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 is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

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

Commission Number

GBL/jrm
5/30/13
l:agr/recr/2013-1117

4

RESOLUTION NO. 2008-202

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 LEASE EXTENSION AGREEMENT NO. 3 BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No. 98-23, and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement No. 2 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2003, approved by City of Pompano Beach Resolution No. 2003-109, and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement No. 3 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2008, approved by City of Pompano Beach Resolution No. 2008-201, and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 2008 until March 1, 2013; now, therefore,

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

SECTION 1. That Lease Extension Agreement No. 3 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for an extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement No. 3 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 Lease Extension Agreement No. 3 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of June, 2008.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
3/5/08
l:reso/2008-129

LEASE EXTENSION AGREEMENT NO. 3

THIS LEASE EXTENSION AGREEMENT NO. 3, made and entered into this
16th day of June, 2008, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, under the laws of the State of Florida, hereinafter referred to as "LESSEE,"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida corporation, hereinafter referred to as "LESSOR."

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban Canal," more particularly described in the following:

- #1 That portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O. R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O. R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in OR. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the Lease gave an option to LESSEE to renew the Lease for the same period of time as any renewed Lease between LESSEE and Florida Inland Navigation District; and

WHEREAS, LESSEE entered into a Lease Extension Agreement No. 3 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2008, approved by City of Pompano Beach Resolution No. 2008-201, and the parties hereto are desirous of renewing the Lease so that both leases will terminate on or about the same time;

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

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto, and which Lease was extended for additional five year terms by Resolution No. 99-151 and by Resolution No. 2003-108, is hereby extended for an additional term commencing January 10, 2008 until March 1, 2013 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension

herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

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

"LESSOR":

Signed, sealed and delivered
in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

Brian D. Pinnell
BRIAN D. PINNELL
Typed, Stamped or Printed Name

By: Leroy A. Merritt
LERoy A. MERRITT
Typed, Stamped or Printed Name

Mark A. Beaudreau
Mark A. Beaudreau
Typed, Stamped or Printed Name

Title: VICE PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of May, 2008 by LERoy A. MERRITT as VICE PRESIDENT of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Christine Mercure
NOTARY PUBLIC, STATE OF FLORIDA

CHRISTINE MERCURE
(Name of Acknowledger Typed, Printed or Stamped)

DD 772184
Commission Number

"LESSEE":

Witnesses:

CITY OF POMPANO BEACH

Maria H. Dawy

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

Keith Chadwell
KEITH CHADWELL, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

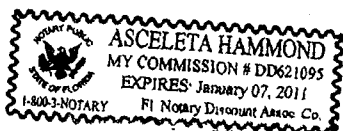
Approved by:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2008 by LAMAR FISHER as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

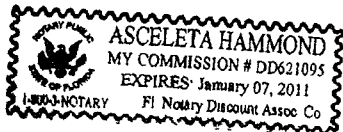
(Name of Acknowledger Typed, Punted or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2008 by KEITH CHADWELL as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

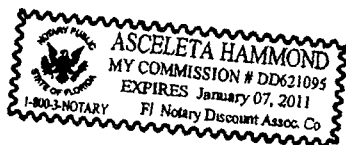
Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2008 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
3/5/08
l:agr/recr/2008-793

RESOLUTION NO. 2003-108

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 LEASE EXTENSION AGREEMENT NO. 2 BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23, and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement No. 2 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2003, approved by City of Pompano Beach Resolution No.2003-109, and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 2003 until March 1, 2008, now, therefore,

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

SECTION 1: That a Lease Extension Agreement No. 2 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for an extension to the Lease Agreement, approved by Resolution No 73-49, a copy of which Lease Extension Agreement No. 2 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 Lease Extension Agreement No. 2 between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of January, 2003.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
1/6/03
l:reso/2003-27

LEASE EXTENSION AGREEMENT NO. 2

THIS LEASE EXTENSION AGREEMENT NO. 2, made and entered into this
28th day of January, 2003, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation, under the laws of the State of Florida, hereinafter referred to as "LESSEE"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida corporation, hereinafter referred to as "LESSOR".

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban Canal", more particularly described in the following:

- #1 That portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O.R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O.R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in O.R. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the Lease gave an option to LESSEE to renew the Lease for the same period of time as any renewed Lease between LESSEE and Florida Inland Navigation District; and

WHEREAS, LESSEE entered into a Lease Extension Agreement No. 2 with the Florida Inland Navigation District for an additional five (5) year term from March 1, 2003, approved by City of Pompano Beach Resolution No.2003-109, and the parties hereto are desirous of renewing the Lease so that both leases will terminate on or about the same time;

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

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto, and which Lease was extended for an additional term by Resolution No. 99-151, is hereby extended for an additional term commencing January 10, 2003 until March 1, 2008 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension

herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

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

"LESSOR":

Signed, sealed and delivered
in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

K O S
Ken Alabaster
Typed, Stamped or Printed Name

By: [Signature]
ROY MERRITT
Typed, Stamped or Printed Name

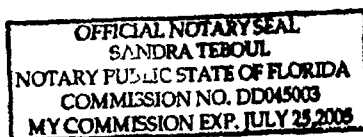
Anita Gruey
ANITA GRUEY
Typed, Stamped or Printed Name

Title: Vice President
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2003 by ROY MERRITT as VICE-PRESIDENT of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
SANDRA TEBOUL
(Name of Acknowledger Typed, Printed or Stamped)
DD045003
Commission Number

"LESSEE":

Witnesses:

Joanne Bochan

Shelley L. Bartholomew

CITY OF POMPANO BEACH

By:

W.F. Griffin
WILLIAM F. GRIFFIN, MAYOR

By:

C. William Hargett, Jr.
C. WILLIAM HARGETT, JR.,
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

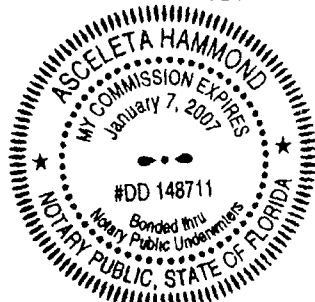
Approved by:

Gordon B. Linn
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by WILLIAM F. GRIFFIN as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

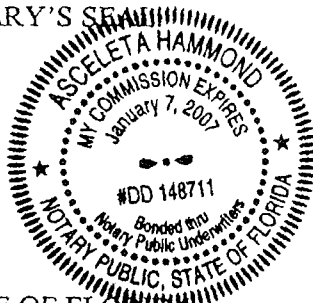
Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me

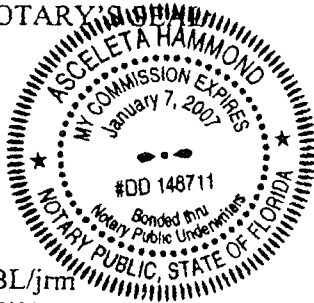
NOTARY'S SEAL



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of January, 2003 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL



GBL/jrm
1/6/03
l:agr/rect/2003-185

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

RESOLUTION NO. 98- 23

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 LEASE EXTENSION AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That a Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach providing for a five-year extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

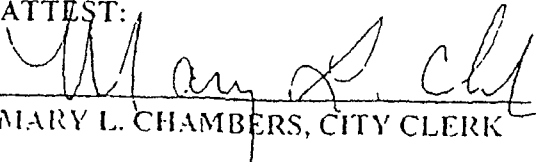
SECTION 2: That the proper City officials are hereby authorized to execute said Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of October, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease Agreement dated the 1st day of March, 1973, the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), a body corporate under the Laws of the State of Florida, did lease to the CITY OF POMPANO BEACH ("LESSEE"), a body corporate under the Laws of the State of Florida, a parcel of land in Broward County, Florida designated as MSA 727-B, to permit the use of said parcel for boating and recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the disposal of spoil.

IT IS AGREED between the parties hereto that subject to the conditions stated herein, the aforementioned Lease Agreement is extended for an additional term of five (5) years from March 1, 1998 for use by the LESSEE for boating and recreational purposes and uses incidental thereto, and upon condition that no structures or improvements of any kind are to be placed on said land without prior written consent of LESSOR and that any such structures or improvements placed thereon with LESSOR's consent are to be completely removed at the LESSEE's expense within thirty (30) days after request therefor; and

In all other respects the terms and conditions of the original Lease Agreement between the parties dated March 1, 1973 and amended on January 29, 1980, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and
seals this 14 day of November, 1997.

Witnessed and Attested to by:

Florida Inland Navigation District

Kathleen M. Saffron

Ann Shorstein

By: Ann Shorstein, Chair

April Boyd

Robert E. Quinn

City of Pompano Beach

Marshall Amaker

William F. Griffin

By: William F. Griffin

Title: Mayor

Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

14 day of November, 1997.

"LESSOR":

Witnessed and Attested by:

April D. Boyd

FLORIDA INLAND NAVIGATION DISTRICT

By: Ann Shorstein
Ann Shorstein, Chair

Jimmy K. Kimball

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of November, 1997 by Ann Shorstein, as Chair of the FLORIDA INLAND NAVIGATION DISTRICT. ~~He~~she is personally known to me or who has produced _____

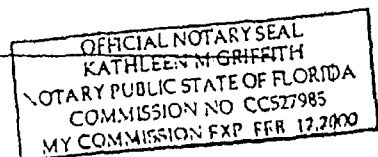
(type of identification) as identification.

NOTARY'S SEAL:

Kathleen M. Griffith
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Kathleen M. Griffith
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

"LESSEE":

Witnesses:

CITY OF POMPANO BEACH

Rakenn E. Quinn

By: William F. Griffin

William F. Griffin, Mayor

Shelly L. Bartholomew

By: C. William Hargett

C. William Hargett, City Manager

Attest:

Mary L. Chambers

(SEAL)

Mary L. Chambers, City Clerk

Approved by:

Gordon B. Linn

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

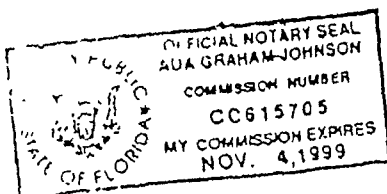
The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by WILLIAM F. GRIFFIN as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL

W. Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

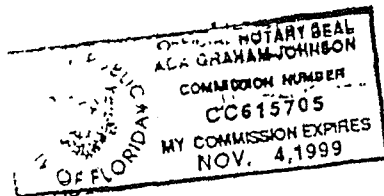


Lease Extension Agreement between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



ADA GRAHAM-JOHNSON
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

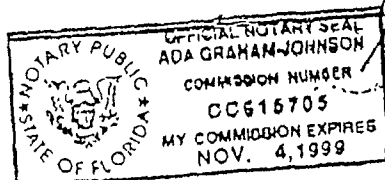
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of November, 1997 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



ADA GRAHAM-JOHNSON
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION DIRECTED TO FLORIDA INLAND
NAVIGATION DISTRICT (FIND) REGARDING SPOILS
AREA LOCATED ON NORTHEAST 14TH ST. CSWY. AT
THE INTRACOASTAL WATERWAY.

WHEREAS, the City desires to improve FIND property located in Pompano Beach at Northeast 14th St. CSwy. known as MSA 727-B, for a boat launch and picnic recreational project:

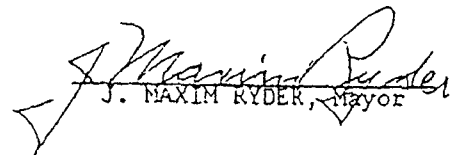
WHEREAS, the City five year lease on use of said property will expire in November, 1973, and the City seeks a new twenty-five year lease on said property, and,

WHEREAS, FIND encourages the use of spoils land for the general recreational purposes of the community and supports a boat launching project; now, therefore,

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

SECTION 1: It is the present intention of the City Commission of the City of Pompano Beach, Florida, to (a) enter into a twenty-five year lease with FIND for use of FIND property MSA 727-B on the same terms and conditions that are provided for in the existing five year lease between FIND and the City; (b) immediately upon said execution proceed with the development of said property in accordance with the attached preliminary drawing; (c) to thereafter submit a final development plan for FIND approval before starting construction.

PASSED AND ADOPTED this 5th day of December, 1972.


J. MAXIM RYDER, Mayor

ATTEST:


JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

THIS LEASE AGREEMENT made this 1ST day of March, 1973, between the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT, a body corporate under the laws of Florida, hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, a municipal corporation under the laws of Florida, hereinafter referred to as "Lessee".

WHEREAS, the Lessor purchased a parcel of land in Broward County, Florida, designated as MSA 727-B, a description of which is attached hereto as Exhibit "A" and made a part hereof, and a survey or map of said property is also attached hereto and made a part hereof as Exhibit "B", for use by the United States in connection with the improvement and maintenance of the Intra-coastal 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 the Lessee has requested the Lessor to permit it to use said parcel of land for recreational or conservational 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 the 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 boating and recreational purposes and upon condition that no structures or improvements of any kind are to be placed upon said land without prior written consent of the Lessor and that any such structures or improvements placed thereon with Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefor by 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 the Lessor and further agrees:

- (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 promptly pay in advance the annual rental of ONE DOLLAR (\$1.00).
- (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 written consent of the Lessor, except as herein provided.
- (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 save the Lessor harmless from any and all liability loss, damage, claim, action, costs, and attorney's fees resulting from or caused by any claim, loss, or damage to person or property on or about or by reason of said leased premises.

(k) That, upon the request of the Lessor, the Lessee, the City of Pompano Beach, agrees to remove any and all dredge spoil, placed on MSA's 726, 726B, 726C, and 727C from the Intracoastal Waterway Project, to other locations on city property, at its own expense. (MSA's 726, 726B, and 726C are located immediately south of N.E. 24th Street, and MSA 727C is located immediately north of N.E. 12th Street.)


3. This lease may be terminated by notice in writing by one party thereto to the other upon ninety (90) days notice.

4. The Lessee agrees to save the Lessor harmless from any liability by reason of property damages or personal liability to any person or persons, firm or corporation on or about said premises, and to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the Treasurer of the Lessor, with \$250,000.00 — \$500,000.00 limits, such policies to be deposited with and receipted payment of premiums thereof sent to the said Treasurer during the term of this lease, or any extension thereof. It is also mutually agreed that the policy limits above-referred-to shall be reviewed every five (5) years and, if the Lessor finds the limits inadequate, that they will be increased to an amount satisfactory to the Lessor in order to secure adequate coverage for the protection of the Lessor.

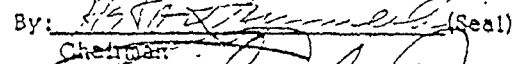
5. This lease supercedes and cancels a previous lease dated November 12, 1968, between the same parties hereto and upon the same property which prior lease ran for a term of five (5) years, and it is mutually agreed by the parties hereto that, upon the execution of this lease, the previous lease shall become null and void, and shall no longer be of any force or effect, and shall be completely cancelled thereby.

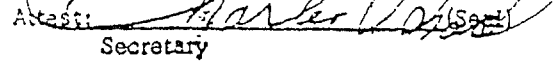
IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals on the day and year first above written.

Signed, sealed and delivered in
our presence:

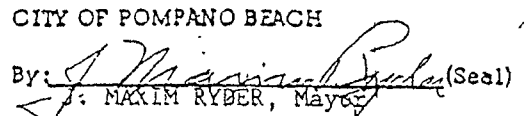

Geo E. Owen

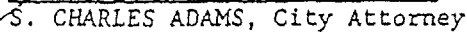
BOARD OF COMMISSIONERS OF THE
FLORIDA INLAND NAVIGATION DISTRICT

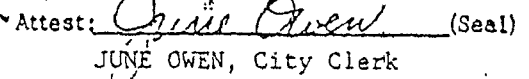
By:  (Seal)
Chairman

Attest:  (Seal)
Secretary


JOHN G. CARTWRIGHT, City Manager

CITY OF POMPANO BEACH
By:  (Seal)
MAXIM RYDER, Mayor


S. CHARLES ADAMS, City Attorney

Attest:  (Seal)
JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

EXHIBIT "A"

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the
Southeast Quarter of Section 30, Township 48 South, Range 43, lying
West of the westerly right-of-way of the Intracoastal Waterway as said
right-of-way is shown on Page 6-c of Plat Book 17, Broward County
Public Records, less and except the South 50 feet thereof.

Term. 9/1/00, 1999 -- Feb 28, 2003
22

Pompano

RESOLUTION NO. 99- 151

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 LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MERRITT'S BOAT AND ENGINE WORKS, INC. FOR LEASE OF LAND LYING UNDER CALIBAN CANAL AND WATER RIGHTS CONNECTED THERETO FOR BOATING, RECREATIONAL, CONSERVATIONAL AND MARINE PURPOSES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach held a twenty-five (25) year lease with the Florida Inland Navigation District dated March 1, 1973; and

WHEREAS, the City of Pompano Beach entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23; and

WHEREAS, the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. are desirous of renewing their Lease for approximately the same period of time commencing January 10, 1999 until February 28, 2003; now, therefore,

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

SECTION 1: That a Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc. providing for an extension to the Lease Agreement, approved by Resolution No. 73-49, a copy of which Lease Extension 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 Lease Extension Agreement between the City of Pompano Beach and Merritt's Boat and Engine Works, Inc.

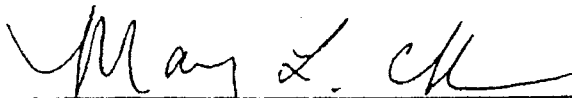
SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of March, 1999.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

amd
3/9/99
I resol99-226a

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT, made and entered into this 23rd
day of March, 1999, by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal
corporation, under the laws of the State of Florida, hereinafter
referred to as "LESSEE"

and

MERRITT'S BOAT AND ENGINE WORKS, INC., a Florida
corporation, hereinafter referred to as "LESSOR".

WHEREAS, LESSOR holds title to a portion of the property known as the "Caliban
Canal", more particularly described in the following:

- #1 That portion of the NE ¼ of the NW ¼ of the SE ¼ lying North of the North line of Rock Road, and lying South of the most Northerly edge of that certain canal (known as the Boar Basin Canal) running East to West through said land, O.R. Book 2312, Page 133, Broward County Records.
- #2 Beginning at the SE corner of the E ½ of the NE ¼ of the NW ¼ of the SE ¼, run North 309.56 feet to the South line of the road right-of-way, then West 31.43 feet, then South 309.56 feet to the Southern boundary, thence East to Point of Beginning, O.R. Book 2312, Page 133, Broward County Records.
- #3 That portion of the NW ¼ of the NE ¼ of the SE ¼ lying West of the right-of-way of the Intracoastal Canal and lying South of the most Northerly edge of that certain canal (known as the Boat Basin Canal) running East to West, through said land from the Intracoastal Waterway. Said parcels lying in Section 30, Township 48 South, Range 43 East, as recorded in O.R. Book 2312, Page 133, Broward County Records.

WHEREAS, LESSEE and LESSOR entered into an agreement to lease the Caliban Canal and said lease was recorded in Official Records Book 5823, page 1653 of the Public Records of Broward County, Florida, hereinafter referred to as "The Lease"; and

WHEREAS, LESSEE has requested LESSOR to continue to permit it to use and lease said parcel of land lying under the Caliban Canal and the water rights connected thereto for recreational or conservational purposes subject to the terms and conditions of this Lease; and

WHEREAS, the Lease gave an option to LESSEE to renew the Lease for the same period of time as any renewed Lease between LESSEE and Florida Inland Navigation District; and

WHEREAS, LESSEE entered into a Lease Extension Agreement with the Florida Inland Navigation District for an additional five (5) year term from March 1, 1998, approved by City of Pompano Beach Resolution No.98-23, and the parties hereto are desirous of renewing the Lease so that both leases will terminate on or about the same time;

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

1. The Lease Agreement entered into on January 10, 1974 (adopted by City of Pompano Beach Resolution No. 74-296), for the above-mentioned parcel of land lying under the Caliban Canal and the water rights connected thereto is hereby extended for an additional term commencing January 10, 1999 until February 28, 2003 subject to all the terms and conditions set forth in the Lease.

2. All the terms, covenants and conditions contained in the Lease, a copy of which is attached hereto and made a part hereof, with the exception of the provision of the extension herein granted, shall remain unchanged and the parties agree to keep, observe and perform all covenants and conditions contained therein.

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

"LESSOR":

Signed, sealed and delivered
in the presence of:

MERRITT'S BOAT AND ENGINE WORKS, INC.

Christine Mercure

Christine mercure
Typed, Stamped or Printed Name

Anita Garvey

ANITA GARVEY
Typed, Stamped or Printed Name

By: [Signature]

Roy Merritt
Typed, Stamped or Printed Name

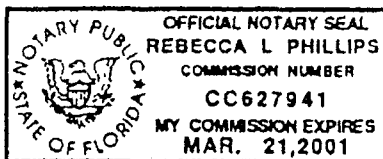
Title: Vice-President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12 day of March, 1999 by Roy Merritt as Vice-President of the MERRITT'S BOAT AND ENGINE WORKS INC., a Florida corporation on behalf of said corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Rebecca L. Phillips
NOTARY PUBLIC, STATE OF FLORIDA

REBECCA L. PHILLIPS

(Name of Acknowledger Typed, Printed or Stamped)

CC627941
Commission Number

"LESSEE"

Witnesses:

CITY OF POMPANO BEACH

Ascalita Hammond

By: [Signature]
E. PAT LARKINS, MAYOR

Shelby R. Bartholomew

By: [Signature]
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS
CITY CLERK

(SEAL)

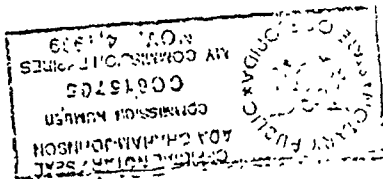
Approved by:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999, by E. PAT LARKINS, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

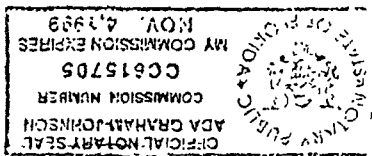
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

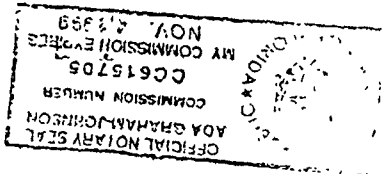
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of March, 1999 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL amd
3/9/99
lagr/vecn99-1628a

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION DIRECTED TO FLORIDA INLAND
NAVIGATION DISTRICT (FIND) REGARDING SPOILS
AREA LOCATED ON NORTHEAST 14TH ST. CSWY. AT
THE INTRACOASTAL WATERWAY.

WHEREAS, the City desires to improve FIND property located in Pompano Beach at Northeast 14th Street CSwy. known as MSA 727-B, for a boat launch and picnic recreational project:

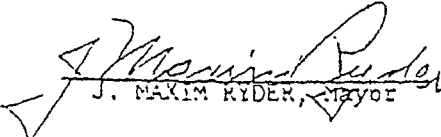
WHEREAS, the City five year lease on use of said property will expire in November, 1973, and the City seeks a new twenty-five year lease on said property, and,

WHEREAS, FIND encourages the use of spoils land for the general recreational purposes of the community and supports a boat launching project; now, therefore,

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

SECTION 1: It is the present intention of the City Commission of the City of Pompano Beach, Florida, to (a) enter into a twenty-five year lease with FIND for use of FIND property MSA 727-B on the same terms and conditions that are provided for in the existing five year lease between FIND and the City; (b) immediately upon said execution proceed with the development of said property in accordance with the attached preliminary drawing; (c) to thereafter submit a final development plan for FIND approval before starting construction.

PASSED AND ADOPTED this 5th day of December, 1972.


J. MAXIM RYDER, Mayor

ATTEST:


JUDY OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

THIS LEASE AGREEMENT made this 1ST day of March, 1973, between the BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT, a body corporate under the laws of Florida, hereinafter referred to as Lessor, and the CITY OF POMPANO BEACH, a municipal corporation under the laws of Florida, hereinafter referred to as "Lessee".

WHEREAS, the Lessor purchased a parcel of land in Broward County, Florida, designated as MSA 727-B, a description of which is attached hereto as Exhibit "A" and made a part hereof, and a survey or map of said property is also attached hereto and made a part hereof as Exhibit "B", for use by the United States in connection with the improvement and maintenance of the Intra-coastal 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 the Lessee has requested the Lessor to permit it to use said parcel of land for recreational or conservational 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 the 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 Tampa Bay solely for boating and recreational purposes and upon condition that no structures or improvements of any kind are to be placed upon said land without prior written consent of the Lessor and that any such structures or improvements placed thereon with Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefor by 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 the Lessor and further agrees:

- (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 promptly pay in advance the annual rental of ONE DOLLAR (\$1.00).
- (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 written consent of the Lessor, except as herein provided.
- (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.

(l) To save the Lessor harmless from and all liability loss, damage, claim, action, costs, and attorney's fees resulting from or caused by any claim, loss, or damage to person or property on or about or by reason of said leased premises,

(k) That, upon the request of the Lessor, the Lessee, the City of Pompano Beach, agrees to remove any and all dredge spoil, placed on MSA's 726, 726B, 726C, and 727C from the Intracoastal Waterway Project, to other locations on city property, at its own expense. (MSA's 726, 726B, and 726C are located immediately south of N.E. 24th Street, and MSA 727C is located immediately north of N.E. 12th Street.)

3. This lease may be terminated by notice in writing by one party thereto to the other upon ninety (90) days notice.

4. The Lessee agrees to save the Lessor harmless from any liability by reason of property damages or personal liability to any person or persons, firm or corporation on or about said premises, and to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the Treasurer of the Lessor, with \$250,000.00 — \$500,000.00 limits, such policies to be deposited with and receipted payment of premiums thereof sent to the said Treasurer during the term of this lease, or any extension thereof. It is also mutually agreed that the policy limits above-referred-to shall be reviewed every five (5) years and, if the Lessor finds the limits inadequate, that they will be increased to an amount satisfactory to the Lessor in order to secure adequate coverage for the protection of the Lessor.

5. This lease supercedes and cancels a previous lease dated November 12, 1968, between the same parties hereto and upon the same property which prior lease ran for a term of five (5) years, and it is mutually agreed by the parties hereto that, upon the execution of this lease, the previous lease shall become null and void, and shall no longer be of any force or effect, and shall be completely cancelled thereby.

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
our presence:

[Signature]

Geo E. Quinn

BOARD OF COMMISSIONERS OF THE
FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature] (Seal)

Attest: [Signature] (Seal)
Secretary

[Signature]
JOHN G. CARTWRIGHT, City Manager

[Signature]
S. CHARLES ADAMS, City Attorney

CITY OF POMPANO BEACH

By: [Signature] (Seal)
J. MAXIM RYDER, Mayor

Attest: [Signature] (Seal)
JUNE OWEN, City Clerk

LEASE AGREEMENT

FOR

MSA 727-B

EXHIBIT "A"

MSA 727-B

The Southeast Quarter of the Northwest Quarter of the
Southeast Quarter of Section 30, Township 48 South, Range 43, lying
West of the westerly right-of-way of the Intracoastal Waterway as said
right-of-way is shown on Page 6-c of Plat Book 17, Broward County
Public Records, less and except the South 50 feet thereof.