

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 AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR JOINT OPERATION AND MAINTENANCE OF 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 City of Lighthouse Point providing for Joint Operation and Maintenance of a Public 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 City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of February, 2010.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

LF  
5/21/10  
GA

Mary L. Chambers, MMC  
City Clerk  
P.O. Drawer 1300  
Pompano Beach, FL 33061

## INTERLOCAL AGREEMENT

BETWEEN

CITY OF POMPANO BEACH

AND LIGHTHOUSE POINT

PROVIDING FOR

JOINT OPERATION AND  
MAINTENANCE OF A PUBLIC PARK

CFN # 109178672  
OR BK 46907 Pages 211 - 242  
RECORDED 03/01/10 14:38:13  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1043  
#1, 32 Pages

CFN # 109230649  
OR BK 46967 Pages 334 - 345  
RECORDED 03/24/10 16:42:31  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 1043  
#1, 12 Pages

RE-RECORD CHANGES AS FOLLOWS:  
1) Adoption Date from January to  
February.  
2) Attachments of 20 Pages inadvertently  
included with the Agreement.

**THIS IS AN INTERLOCAL AGREEMENT** in accordance with the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, providing for joint operation and maintenance of a public park, between the City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "POMPANO BEACH," and the City of Lighthouse Point, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "LIGHTHOUSE POINT."

**WHEREAS**, by Resolution No. 79-92, passed and adopted January 23, 1979, POMPANO BEACH, in order to enable LIGHTHOUSE POINT to meet the open space requirements necessary for certification of the Lighthouse Point Land Use Plan by the Broward County Planning Council, did consent to the inclusion by LIGHTHOUSE POINT as open space in its Land Use Plan a seven (7) acre parcel, being a portion of the larger parcel commonly known as the Northeast 24th Street F.I.N.D. property, located on the South Side of Northeast 24th Street at the Intracoastal Waterway in the City of Pompano Beach; and

**WHEREAS**, any prior Interlocal Agreements between Pompano Beach and Lighthouse Point to develop, operate and maintain a park on the Northeast 24<sup>th</sup> Street F.I.N.D. Property have expired; and

**WHEREAS**, the governing bodies of POMPANO BEACH and LIGHTHOUSE POINT deem it to be to the mutual benefit of both cities to continue to operate and maintain a public park upon said Northeast 24<sup>th</sup> Street F.I.N.D. property.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises, covenants and undertakings hereinafter set forth, said cities hereby agree as follows:

**1. DESCRIPTION OF SITE.**

POMPANO BEACH and LIGHTHOUSE POINT agree to operate and maintain a public park on the site commonly known as the Northeast 24<sup>th</sup> Street F.I.N.D. property, owned by the Florida Inland Navigation District (F.I.N.D.) and designated by said District as MSA 726, which site is particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO  
MADE A PART HEREOF**

**2. F.I.N.D. LEASE AGREEMENT.**

POMPANO BEACH shall maintain its Lease Agreement with Florida Inland Navigation District (F.I.N.D.), owner of the aforesaid property, providing for lease of said property to POMPANO BEACH upon the usual terms and conditions established by F.I.N.D. for leases of its spoils areas. LIGHTHOUSE POINT agrees to reimburse POMPANO BEACH in the amount of one-half of any rental which may be charged for the property by F.I.N.D. It is understood and agreed that this Interlocal Agreement is subject to and subordinate to any applicable terms of the

F.I.N.D. Lease Agreement, and that in the event of any conflict between the terms of this Agreement and the terms of the F.I.N.D. Lease, the F.I.N.D. Lease shall be controlling.

### **3. EFFECTIVE DATE; TERMS; TERMINATION.**

This Agreement shall become effective as of the expiration date of the last prior Interlocal Agreement between POMPANO BEACH and LIGHTHOUSE POINT, and the term of this Agreement shall be concurrent with the term of the current Lease Agreement between POMPANO BEACH and F.I.N.D. Upon termination or expiration of the said F.I.N.D. Lease, this Interlocal Agreement shall automatically terminate and neither party hereto shall have any further obligations hereunder. In the event of renewal or extension of the F.I.N.D. Lease, this Interlocal Agreement shall be automatically renewed for the additional term of any F.I.N.D. Lease renewal, said renewal of this Agreement to be effective as of the effective date or renewal of the F.I.N.D. Lease. Provided, however, if the POMPANO BEACH Land Use Plan ever requires inclusion as POMPANO BEACH open space of the 7 acres of the aforesaid property presently designated as LIGHTHOUSE POINT open space by Resolution No. 79-92 of the City of Pompano Beach, POMPANO BEACH reserves the right to terminate this Interlocal Agreement upon one hundred twenty (120) days written notice to LIGHTHOUSE POINT. In the event of such termination, POMPANO BEACH will reimburse LIGHTHOUSE POINT in the amount of one-half of the reasonable value of any permanent improvements located on the site as of the date of termination.

### **4. PARK FACILITIES.**

Facilities to be maintained at the park shall include, but are not limited to, a picnic area, playfield, walking/jogging path, parking area, restrooms and nature trail and beach area.

Additional or substitute facilities may be provided upon approval by the governing bodies of the respective cities.

**5. DESIGN, LAYOUT, ETC.**

Modifications to the current design and layout of the park and any required plans and specifications shall be the responsibility of the POMPANO BEACH Planning Department. Any final changes to the current design and layout shall be subject to approval by the LIGHTHOUSE POINT City Administrator or his designee. Materials of construction, fixtures, playground equipment, trees and shrubs for landscaping, etc. shall be selected by mutual agreement of officials of each city designated for that purpose by the POMPANO BEACH City Manager and the LIGHTHOUSE POINT City Administrator.

**6. MAINTENANCE; IMPROVEMENTS.**

POMPANO BEACH and LIGHTHOUSE POINT shall jointly undertake, diligently pursue and expeditiously perform and complete on a high standard of quality the required maintenance of the park contemplated by this Agreement in conformity with its design, plans and specifications. Costs of any subsequent permanent improvements agreed upon in writing by authorized officials from both cities shall be borne by the respective cities in equal shares as nearly as is practicable including, but not necessarily be limited to: any costs involved in obtaining any permits which may be necessary; clearing of land; construction of facilities, fences, parking areas, sodding and landscaping, etc. All necessary materials will be purchased and furnished by POMPANO BEACH; POMPANO BEACH will submit invoices to LIGHTHOUSE POINT in the amount of one-half of the actual cost to POMPANO BEACH of all materials furnished for the project. Necessary equipment and labor will be provided in equal shares, as nearly as practicable, by the respective cities. Supplying of labor and equipment will

be coordinated by the Public Works Directors of the respective cities. Overall control and supervision of the construction of the project shall be the responsibility of the Public Works Director of POMPANO BEACH.

**7. REPAIR AND REPLACEMENT OF FACILITIES.**

All costs involved in repair or replacement of any park facilities or equipment and costs of any major cleanup and/or emergency repairs made necessary by any natural disaster, major vandalism, public disturbance, etc., shall be borne equally by the respective cities in the same manner as the aforesaid development costs.

**8. MAINTENANCE.**

LIGHTHOUSE POINT undertakes, assumes and agrees to perform all routine park maintenance including, but not limited to, cleaning of restrooms, emptying of trash containers and ground maintenance, and to otherwise maintain the park and all improvements located thereon to a high standard of quality, and further agrees to open and close the park at such times as may be agreed upon by the respective cities. Beach and waterfront maintenance and clean up will be shared equally between both POMPANO BEACH and LIGHTHOUSE POINT with the coordinated efforts of the Public Works Directors of the respective cities.

**9. LAW ENFORCEMENT.**

Inasmuch as the entire park site is located within the corporate limits of POMPANO BEACH, law enforcement within the park shall be the responsibility of the Broward County Sheriff for POMPANO BEACH. However, LIGHTHOUSE POINT undertakes, assumes and agrees to provide routine patrol and surveillance by its Police Department, and further agrees to promptly notify the Broward County Sheriff for POMPANO BEACH whenever, in the judgment

of the LIGHTHOUSE POINT Police, the situation requires the presence of the Broward County Sheriff for POMPANO BEACH.

**10. UTILITIES.**

Any costs involved in bringing utility lines to the vicinity of the park premises shall be borne equally by the parties. POMPANO BEACH agrees that it will provide water and, if a septic tank is not utilized, sewer service at no charge, to LIGHTHOUSE POINT. LIGHTHOUSE POINT agrees to pay the entire cost of any electricity consumed on the park premises.

**11. ORGANIZED ACTIVITIES.**

Either city may conduct planned or organized recreational activities at the park upon mutual agreement of the Recreation Directors of the respective cities.

**12. INDEMNIFICATION.**

LIGHTHOUSE POINT agrees to indemnify and hold harmless POMPANO BEACH, to the extent permitted by law, for any and all claims for damage or injury to persons or any damage to property of any kind arising from the failure of LIGHTHOUSE POINT to keep the park facilities in good condition and repair, or arising from the failure of LIGHTHOUSE POINT to provide adequate surveillance of the park area, to the extent that LIGHTHOUSE POINT has assumed such obligations pursuant to the provisions of Paragraphs 8 and 9 above. Each city further agrees to indemnify and hold harmless the other city from any claims for damage or injury to persons or any damage to property arising out of the use of the park premises and caused by any willful or negligent act or omission to act of any employee, agent or contractor of the indemnifying city.

**13. STATUS OF EMPLOYEES.**

It is expressly understood and agreed that no employee of either city shall ever be considered the employee of the other city for any purpose whatsoever, notwithstanding the fact that, at times, employees of both cities may be engaged in construction or other activities at the park site under the supervision and control of a supervising employee of one of the cities.

**14. NOTICES.**

Unless otherwise specifically provided herein, all notices shall be in writing and sent to the city official designated below at the address designated, postage prepaid, and shall be deemed effective when deposited in the United States Mail.

**POMPANO BEACH:**

City Manager  
City of Pompano Beach  
P. O. Drawer 1300  
Pompano Beach, Florida 33061

**LIGHTHOUSE POINT:**

City Administrator  
City of Lighthouse Point  
2200 NE 38<sup>th</sup> Street  
Lighthouse Point, Florida 33064

**15. SOLE AGREEMENT.**

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement which are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.



**16. MODIFICATION.**

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**17. EXECUTION.**

This document shall be executed in three (3) counterparts, each of which shall be deemed to be a duplicate original. One such duplicate original shall be retained by each of the parties and the third shall be filed with the Clerk of the Circuit Court of Broward County in accordance with the requirements of Section 163.01, Florida Statutes.

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

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

Christine Wadka

By: Lamar Fisher

LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Dennis W. Beach

DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

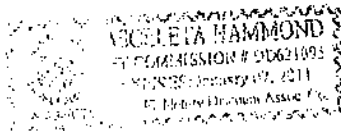
Approved as to Form:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of February, 2010 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:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

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

\_\_\_\_\_  
Commission Number

**"LIGHTHOUSE POINT":**

Witnesses:

[Signature]  
\_\_\_\_\_  
[Signature]

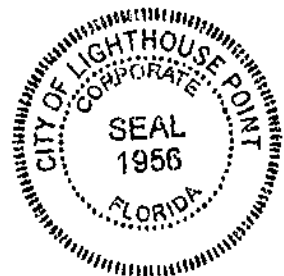
**CITY OF LIGHTHOUSE POINT**

By: [Signature]  
FRED SCHORR, MAYOR

Attest:

Carol Landau  
CAROL LANDAU, CITY CLERK

(SEAL)



Approved as to Form:

[Signature]  
MICHAEL D. CIRULLO, JR.  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of January, 2010 by FRED SCHORR as Mayor of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Kim E. Smith  
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 27 day of January, 2010 by CAROL LANDAU as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Kim E. Smith  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

MEB/jrm/ds  
1/8/10  
l:agm/recr/2010-433

## SCHEDULE A REVISED

### MSA 726

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

### MSA 726-B

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

### MSA 726-C

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

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

## EXHIBIT "A"

**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. 1 BETWEEN THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT AND THE CITY OF POMPANO BEACH RELATING TO EXCHANGE CLUB PARK; 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 No. 1 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach relating to Exchange Club 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 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 23rd day of January, 2007.

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

  
\_\_\_\_\_  
JOHN C. RAYSON, MAYOR

LEASE EXTENSION AGREEMENT No. 1

WHEREAS, by Lease Agreement dated the 25th day of August, 1981 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 ("LESSEE"), a municipal corporation under the Laws of the State of Florida, a parcel of land in the City of Pompano Beach, Broward County, Florida designated as MSA 726 (partial), 726B and 726C, to permit the use of said parcel for recreational and conservation 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 modify and extend the aforementioned Lease Agreement for an additional term of five (5) years, that Paragraph 4 be stricken in its entirety and a Revised Paragraph 4 be inserted to read as shown below, and that the that Lease area be expanded to include all of MSA 726; and

WHEREAS, the LESSEE acknowledges that the LESSOR has identified that MSA 726, 726B and 726C are necessary for the continued long term management of dredged material from the Intracoastal Waterway Project and that periodically the LESSEE may require the full use of MSA 726, 726B and 726C for such use at which time the LESSOR, after being duly noticed by LESSEE, shall vacate MSA 726, 726B and 726C in accordance with the provisions of the Lease.

NOW THEREFORE, 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 to August 25, 2011 and that the full extent of MSA 726 is included in the Lease Agreement, pursuant to the Revised Schedule A attached hereto, for use by the LESSEE for recreational and conservation purposes and upon the 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 structures or improvements placed thereon with LESSOR's consent are to be completely removed at LESSEE's expense within ninety (90) days after request therefore. Additionally, the existing Paragraph 4 is stricken in its entirety and the following Revised Paragraph 4 is inserted:

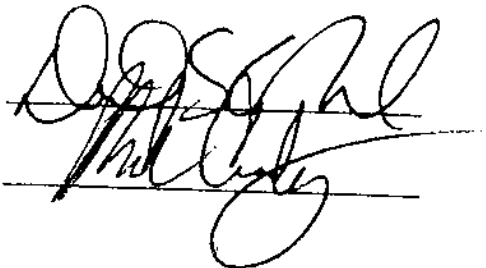
4. INDEMNIFICATION - The Lessee is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents, contractors, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract. INSURANCE - Lessee is a state agency as defined by Section 768.28, Florida Statutes, and shall furnish Lessor with written verification of liability protection, in the minimum amount of \$1,000,000 and in accordance with state law, prior to final execution of said agreement.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated August 25, 1981 shall remain in full force and effect during this extended term of the Lease.


[intentionally left blank]

IN WITNESS WHEREOF the parties hereto have set their hands and seals  
this 17<sup>th</sup> day of FEBRUARY, 2007.

Witnessed and Attested to by:



Florida Inland Navigation District

  
By: Charles A. Padera, Chair

City of Pompano Beach

See Attached Signature Pages

By: \_\_\_\_\_  
Title: \_\_\_\_\_



"CITY":

Witnesses:

Elizabeth J. Landa  
Signature

Shelley R. Bartholomew  
Signature

CITY OF POMPANO BEACH

By: John C. Rayson  
JOHN C. RAYSON, MAYOR

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

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

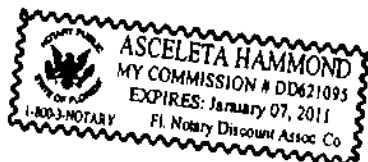
Approved As To Form:

Gordon B. Linn  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2007 by JOHN C. RAYSON, 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)

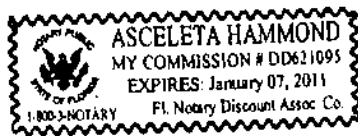
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2007 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:



Asceleeta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

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

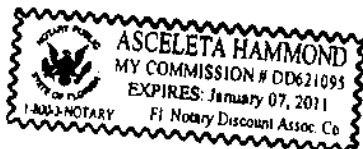
\_\_\_\_\_  
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2007 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:



Asceleeta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

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

\_\_\_\_\_  
Commission Number

## SCHEDULE A REVISED

### MSA 726

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

### MSA 726-B

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

### MSA 726-C

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

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

CITY OF POMPANO BEACH  
Broward County, Florida

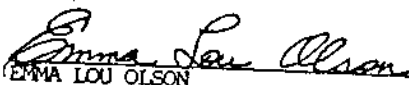
A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE BOARD OF COMMISSIONERS OF THE FLORIDA INLAND NAVIGATION DISTRICT WHEREBY THE CITY LEASES FROM THE DISTRICT A PARCEL OF LAND IN THE VICINITY OF NORTHEAST 24TH STREET AND THE INTRACOASTAL WATERWAY FOR DEVELOPMENT AS A PUBLIC PARK IN COOPERATION WITH THE CITY OF LIGHTHOUSE POINT; PROVIDING AN EFFECTIVE DATE.

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

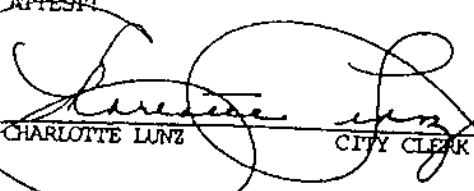
SECTION 1: That the proper City officials are hereby authorized to execute a Lease Agreement between the City of Pompano Beach and the Board of Commissioners of the Florida Inland Navigation District (F.I.N.D.), whereby the City leases from F.I.N.D. a parcel of land in the vicinity of Northeast 24th Street and the Intracoastal Waterway designated as MSA 726, 726-B and 726-C, for a term of Twenty-five (25) years at a rental of One (\$1.00) Dollar per year, said parcel of land to be developed as a Public Park in cooperation with the City of Lighthouse Point pursuant to that certain Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point recorded at O. R. Book 9343, Page 270, Public Records of Broward County.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of August, 1981.

  
EMMA LOU OLSON MAYOR

ATTEST:

  
CHARLOTTE LUNZ

CITY CLERK

FOR

File

MSA 726 (less the easterly 100 feet), MSA 726-B and 726-C

THIS LEASE AGREEMENT made this 25th day of August, 1981, 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 is the owner in fee of a parcel of land in Broward County, Florida, designated as MSA 726, 726-B and 726-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 Florida Inland Navigation District now leases to the Hillsboro Inlet Improvement and Maintenance District the easterly 100 feet of MSA 726; and

WHEREAS, the City of Pompano Beach has requested the Florida Inland Navigation District to permit it to use MSA 726 (less the easterly 100 feet), MSA 726-B and 726-C, a description of which is attached hereto as Exhibit A and made a part hereof, 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 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 and conservation purposes and upon condition that no structures, fences, or improvements of any kind are to be placed upon said land without prior written consent of the Lessor and that any such structures, fences, or improvements placed thereon with the Lessor's consent are to be completely removed at Lessee's expense within ninety (90) days after request therefore 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 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 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 written consent of the Lessor, except as herein provided.

(f) Not to permit the use of said premises for purposes other than for recreational and conservation 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 cause the recreation area to be posted at entrances and other appropriate points indicating the property as being leased from and owned by the Florida Inland Navigation District.

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.

day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

[Signature]

[Signature]  
City Manager  
[Signature]  
City Attorney

BOARD OF COMMISSIONERS OF THE  
FLORIDA INLAND NAVIGATION DISTRICT

By: [Signature] (SEA)  
Chairman

Attest: [Signature] (SEA)  
Secretary

CITY OF POMPANO BEACH

By: [Signature] (SEA)  
Mayor

Attest: [Signature] (SEA)  
City Clerk

Schedule A

MSA 726 (Partial)

That portion of the northwest quarter of the northeast quarter of the northeast quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying west of the westerly right of way line of the Intracoastal Waterway from Jacksonville to Miami, Florida, as that right of way line is shown on the plat recorded in Plat Book 17 at Page 6-A, of the public records of said Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel. ALSO EXCLUDING therefrom the easterly 100 feet now under lease to the Hillsboro Improvement and Maintenance District.

MSA 726-B

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

MSA 726-C

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

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

Exchange City  
Pa.

RESOLUTION NO. 81- 52

CITY OF POMPANO BEACH  
Broward County, Florida

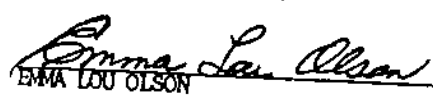
A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR JOINT DEVELOPMENT, OPERATION AND MAINTENANCE OF A PUBLIC PARK; PROVIDING AN EFFECTIVE DATE.

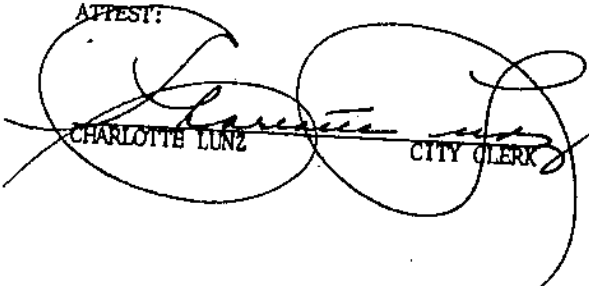
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the proper City officials are hereby authorized to enter into an Interlocal Agreement between the City of Pompano Beach and the City of Lighthouse Point providing for joint development, operation and maintenance of a public park, a copy of which Agreement is attached hereto and made a part hereof as if set forth in full.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of December, 1980.

  
EMMA LOU OLSON MAYOR

ATTEST:  
  
CHARLOTTE LUNZ CITY CLERK

DCR/mcs  
12/3/80  
183



81- 5516

INTERLOCAL AGREEMENT

BETWEEN

CITY OF POMPANO BEACH

AND

CITY OF LIGHTHOUSE POINT

PROVIDING FOR

JOINT DEVELOPMENT, OPERATION AND  
MAINTENANCE OF A PUBLIC PARK

THIS IS AN INTERLOCAL AGREEMENT in accordance with the Florida Inter-local Cooperation Act of 1969, Section 163.01, Florida Statutes, providing for joint development, operation and maintenance of a public park, between the City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "POMPANO BEACH" and the City of Lighthouse Point, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "LIGHTHOUSE POINT";

WHEREAS, by Resolution No. 79-92, passed and adopted January 23, 1979, POMPANO BEACH, in order to enable LIGHTHOUSE POINT to meet the open space requirements necessary for certification of the LIGHTHOUSE POINT Land Use Plan, by the Broward County Planning Council, did consent to the inclusion by LIGHTHOUSE POINT as open space in its Land Use Plan a seven (7) acre parcel, being a portion of the larger parcel commonly known as the Northeast 24th Street F.I.N.D. property, located on the South Side of Northeast 24th Street at the Intracoastal Waterway in the City of Pompano Beach; and

WHEREAS, said Resolution further provides that one-half of the cost of any development of the said Northeast 24th Street F.I.N.D. property shall be paid by the City of Lighthouse Point; and

WHEREAS, the governing bodies of POMPANO BEACH and LIGHTHOUSE POINT deem it to be to the mutual benefit of both Cities to jointly develop, operate and maintain a public park upon said Northeast 24th Street F.I.N.D. property;

RETURN TO: CHARLOTTE LUNZ, CITY CLERK  
CITY OF POMPANO BEACH  
P. O. BOX 1300  
POMPANO BEACH, FLA. 33061

25.00

Jan 8 1 02 PM '81

9343 REC 270

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and undertakings hereinafter set forth, said Cities hereby agree as follows:

1. ESTABLISHMENT OF PARK; DESCRIPTION OF SITE.

POMPANO BEACH and LIGHTHOUSE POINT agree to establish, develop, operate and maintain a public park on the site commonly known as the Northeast 24th Street F.I.N.D. property, owned by the Florida Inland Navigation District (F.I.N.D.) and designated by said District as MSA 726, which site is particularly described as follows:

The Northwest One-Quarter of the Northeast One-Quarter of the Northeast One-Quarter lying north and west of canal right of way less the South 36 feet and less:

Beginning at a point on N/L 665.78 feet West of Northeast corner of Section, South 118.75 feet to canal R/W, Southwest 231.02 feet, North 162.79 feet to N/L of Section, East 225.42 feet to POB, and less the North 47 feet except the East 225.42 feet, Section 30, Township 48 South, Range 43 East.

LESS the East 100 feet of the above.

AND

The Northeast One-Quarter of the Northwest One-Quarter of the Northeast One-Quarter less the South 36 feet and less the North 47 feet, Section 30, Township 48 South, Range 43 East.

AND

Block 1, Hillsboro Harbor, Unit "A" according to the plat thereof recorded at Plat Book 28, Page 23, Public Records of Broward County, Florida, less the North 47 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida, and containing approximately 14 acres more or less.

2. F.I.N.D. LEASE AGREEMENT.

POMPANO BEACH shall enter into a Lease Agreement with Florida Inland Navigation District (F.I.N.D.), owner of the aforesaid property, providing for lease of said property to the City of Pompano Beach upon the usual terms and conditions established by F.I.N.D.

for leases of its spoils areas. LIGHTHOUSE POINT agrees to reimburse POMPANO BEACH in the amount of one-half of any rental which may be charged for the property by F.I.N.D. It is understood and agreed that this Interlocal Agreement is subject to and subordinate to any applicable terms of the F.I.N.D. Lease Agreement, and that in the event of any conflict between the terms of this Agreement and the terms of the F.I.N.D. Lease, the F.I.N.D. Lease shall be controlling.

3. EFFECTIVE DATE; TERMS; TERMINATION.

This Agreement shall become effective upon the effective date of the aforesaid Lease Agreement between POMPANO BEACH and F.I.N.D., and the term of this Agreement shall be concurrent with the term of said Lease Agreement. Upon termination or expiration of the said F.I.N.D. Lease, this Interlocal Agreement shall automatically terminate and neither party hereto shall have any further obligations hereunder. In the event of renewal of the F.I.N.D. Lease, this Interlocal Agreement shall be automatically renewed for the additional term of any F.I.N.D. Lease renewal, said renewal of this Agreement to be effective as of the effective date of renewal of the F.I.N.D. Lease. Provided, however, if the POMPANO BEACH Land Use Plan ever requires inclusion as POMPANO BEACH open space of the 7 acres of the aforesaid property presently designated as LIGHTHOUSE POINT open space by Resolution No. 79-92 of the City of Pompano Beach, POMPANO BEACH reserves the right to terminate this Interlocal Agreement upon sixty (60) days written notice to LIGHTHOUSE POINT. In the event of such termination, POMPANO BEACH will reimburse LIGHTHOUSE POINT in the amount of one-half of the reasonable value of any permanent improvements located on the site as of the date of termination.

4. PARK FACILITIES.

Facilities to be provided at the proposed park shall include, but are not limited to, a picnic area, playfield, walking/jogging path, parking area, restrooms and nature trail. Additional or sub-

stitute facilities may be provided upon approval by the governing bodies of the respective Cities.

5. DESIGN, LAYOUT, ETC.

Design and layout of the park and any required plans and specifications shall be the responsibility of the POMPANO BEACH Planning Department. Final design and layout shall be subject to approval by the Administrative Assistant to the Mayor of LIGHTHOUSE POINT or his designee. Materials of construction, fixtures, playground equipment, trees and shrubs for landscaping, etc. shall be selected by mutual agreement of officials of each City designated for that purpose by the POMPANO BEACH City Manager and the Administrative Assistant to the Mayor of LIGHTHOUSE POINT.

6. DEVELOPMENT; SUBSEQUENT IMPROVEMENTS.

POMPANO BEACH and LIGHTHOUSE POINT shall jointly undertake, diligently pursue and expeditiously perform and complete on a high standard of quality the improvement of the park contemplated by this Agreement in conformity with the aforesaid design, plans and specifications. Costs of initial development and the costs of any subsequent permanent improvements shall be borne by the respective Cities in equal shares as nearly as is practicable. It is anticipated that such costs will include, but not necessarily be limited to: costs incurred in platting the land and obtaining the necessary plat approvals; any costs involved in obtaining any permits which may be necessary; clearing of land; construction of facilities, fences, parking areas, sodding and landscaping, etc. All necessary materials will be purchased and furnished by POMPANO BEACH; POMPANO BEACH will submit invoices to LIGHTHOUSE POINT in the amount of one-half of the actual cost to POMPANO BEACH of all materials furnished for the project. Necessary equipment and labor will be provided in equal shares, as nearly as practicable, by the respective Cities. Supplying of labor and equipment will be coordinated by the Public Works Directors of the

respective Cities. Overall control and supervision of the construction of the project shall be the responsibility of the Public Works Director of POMPANO BEACH.

7. REPAIR AND REPLACEMENT OF FACILITIES.

All costs involved in repair or replacement of any park facilities or equipment and costs of any major cleanup and/or emergency repairs made necessary by any natural disaster, major vandalism, public disturbance, etc., shall be borne equally by the respective Cities in the same manner as the aforesaid development costs.

8. MAINTENANCE.

LIGHTHOUSE POINT undertakes, assumes and agrees to perform all routine park maintenance, including but not limited to cleaning of restrooms, emptying of trash containers and ground maintenance, and to otherwise maintain the park and all improvements located thereon to a high standard of quality, and further agrees to open and close the park at such times as may be agreed upon by the respective Cities.

9. LAW ENFORCEMENT.

Inasmuch as the entire park site is located within the corporate limits of POMPANO BEACH, law enforcement within the park shall be the responsibility of the POMPANO BEACH Police Department. However, LIGHTHOUSE POINT undertakes, assumes and agrees to provide routine patrol and surveillance by its Police Department, and further agrees to promptly notify the POMPANO BEACH Police Department whenever, in the judgment of the LIGHTHOUSE POINT Police, the situation requires the presence of the POMPANO BEACH Police.

10. UTILITIES.

Any costs involved in bringing utility lines to the vicinity of the park premises shall be borne equally by the parties. POMPANO BEACH agrees that it will provide water and, if a septic tank is not utilized, sewer service at no charge to LIGHTHOUSE POINT. LIGHTHOUSE POINT agrees to pay the entire cost of any electricity consumed on the park premises.

11. ORGANIZED ACTIVITIES.

Either City may conduct planned or organized recreational activities at the park upon mutual agreement of the Recreation Directors of the respective Cities.

12. INDEMNIFICATION.

LIGHTHOUSE POINT agrees to indemnify and hold harmless POMPADO BEACH, to the extent permitted by law, for any and all claims for damage or injury to persons or any damage to property of any kind arising from the failure of LIGHTHOUSE POINT to keep the park facilities in good condition and repair, or arising from the failure of LIGHTHOUSE POINT to provide adequate surveillance of the park area, to the extent that LIGHTHOUSE POINT has assumed such obligations pursuant to the provisions of Paragraphs 8 and 9 above. Each City further agrees to indemnify and hold harmless the other City from any claims for damage or injury to persons or any damage to property arising out of the use of the park premises and caused by any willful or negligent act or omission to act of any employee, agent or contractor of the indemnifying City.

13. STATUS OF EMPLOYEES.

It is expressly understood and agreed that no employee of either City shall ever be considered the employee of the other City for any purpose whatsoever, notwithstanding the fact that, at times, employees of both Cities may be engaged in construction or other activities at the park site under the supervision and control of a supervising employee of one of the Cities.

14. NOTICES.

Unless otherwise specifically provided herein, all notices shall be in writing and sent to the city official designated below at the address designated, postage prepaid, and shall be deemed effective when deposited in the United States Mail.

POMPANO BEACH: City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

LIGHTHOUSE POINT: Administrative Assistant to the Mayor  
City of Lighthouse Point  
Post Office Box 5100  
Lighthouse Point, Florida 33064

15. SOLE AGREEMENT.

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Interlocal Agreement which are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

16. MODIFICATION.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

17. EXECUTION.

This document shall be executed in three (3) counterparts, each of which shall be deemed to be a duplicate original. One such duplicate original shall be retained by each of the parties, and the third shall be filed with the Clerk of the Circuit Court of Broward County in accordance with the requirements of Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals affixed hereto on the

respective dates inserted following each set of signatures.

Witnesses:

Jean Diehl  
Edith D. Parsons

CITY OF POMPANO BEACH

BY Emma Lou Olson  
EMMA LOU OLSON MAYOR

BY John H. Schoeberlein  
JOHN H. SCHOEBERLEIN CITY MANAGER

ATTESTED:

BY Charlotte Lunz  
CHARLOTTE LUNZ CITY CLERK

Approved as to form:

BY Donald C. Roberge  
DONALD C. ROBERGE CITY ATTORNEY

this 11th day of December, 1980.

Witnesses:

Vivian C. Marion  
Bette B. Hyndrick

CITY OF LIGHTHOUSE POINT

BY Frank E. McDonough  
FRANK E. McDONOUGH MAYOR

ATTESTED:

BY Frances S. Marsh  
FRANCES S. MARSH CITY CLERK

Approved as to form:

BY Richard H. Roth  
RICHARD H. ROTH CITY ATTORNEY

this 19th day of December, 1980

RECORDED IN THE OFFICIAL RECORD BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR