

Orig. 30

ORDINANCE NO. 2018- 13

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OF SOVEREIGNTY SUBMERGED LANDS LEASE BY AND BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE CITY OF POMPANO BEACH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That renewal of a Sovereignty Submerged Lands Lease between the City of Pompano Beach and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, a copy of which is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 24th day of October, 2017.

PASSED SECOND READING this 14th day of November, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

MEB/jmz
10/2/2017
l:ord/2018-2

PLEASE RETURN TO:

Ascelela Hammond, CMC

City Clerk

P.O. Drawer 1300, Suite 253

Pompano Beach, FL 33061

Orig. 30

This Instrument Prepared By:

Celeta Wallace

Action No. 35404

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 060005606

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Pompano Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20 and 29, Township 48 South, Range 43 East, in Hillsboro Inlet, Broward County, Florida, containing 26,111 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 13, 2000.

TO HAVE THE USE OF the hereinabove described premises from November 2, 2017, the effective date of this lease renewal, through November 2, 2022, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 16-slip commercial docking facility to be used exclusively for mooring of charter boats and recreational vessels in conjunction with an upland bait and tackle shop and city parking lot, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the South Florida Water Management District Environmental Resource Standard General Permit No. 06-03017-P, dated June 21, 2000, and Modified Permit No. 07-0924-5, dated October 23, 2007, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$4,549.69, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Pompano Beach, Florida
Public Works Director
1201 NE 5th Avenue
Pompano Beach, Florida 33061

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITIONS:

A. Waterborne craft moored at the docking facility, on either a temporary or permanent basis, shall be limited to vessels with drafts that provide clearance of at least one (1) foot above the submerged bottom at all times while mooring at the docking facility. Boat moorings at the docking facility shall be limited to no more than a total of fifteen (15) vessels. Mooring shall be limited to the boat slip locations shown on Attachment A.

B. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

C. The Lessee shall comply with manatee protection conditions as contained in the South Florida Water Management District Environmental Resource Standard General Permit No. 06-03017-P, dated June 21, 2000.

D. The Lessee agrees to distribute copies of the Broward County "Manatee Protection Zone" booklet to users of the docking facility. The booklets are available free of charge from the Florida Inland Navigation District (561-627-3386).

E. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at the ends of each finger pier adjacent to the Hillsboro Inlet and shall operate the lights at night or in conditions of reduced visibility. The lighted aides are required to be on at night and during limited visibility conditions.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: Cheryl C McCall (SEAL)

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 9/25/2017
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name KATHY C GRIFFIN
My Commission Notary Public - State of Florida
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Bonded through National Notary Assn.
Commission/Serial No.

WITNESSES:

Sandra M. Morway
Original Signature

SANDRA M MORWAY
Typed/Printed Name of Witness

Shelly R. Bartholomew
Original Signature

Shelly R. Bartholomew
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17th day of November, 2017, by Lamar Fisher as Mayor, for and on behalf of City of Pompano Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

9/21/2020
Commission/Serial No. GG 000246

City of Pompano Beach, Florida (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Lamar Fisher
Typed/Printed Name of Executing Authority

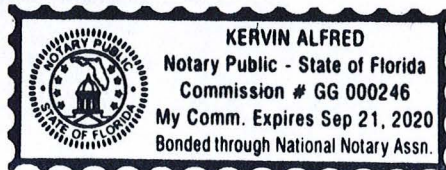
Mayor
Title of Executing Authority

"LESSEE"

[Signature]
Signature of Notary Public

Notary Public, State of Florida

Kevin Alfred
Printed, Typed or Stamped Name



"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Morris

By: [Signature]
LAMAR FISHER, MAYOR

Shelly R. Bartholomew

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

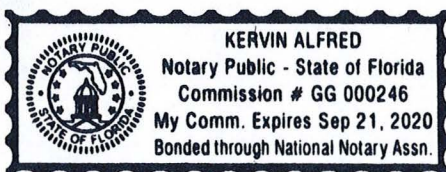
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of November, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

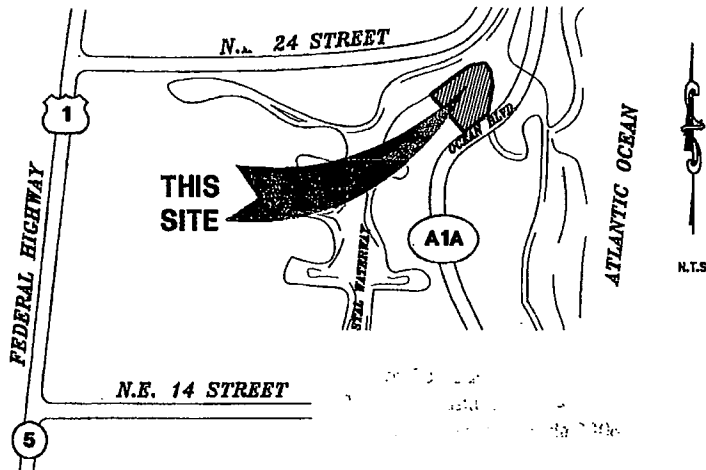
NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number



LOCATION SKETCH
PART OF SECTIONS 20,29-T48S-R43E
NOT TO SCALE

DESCRIPTION OF BOUNDARY

LOTS 26 AND 27, BLOCK 20, OF HILLSBORO SHORES SECTION "B", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, AT PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH

THAT PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF LOT 27 OF BLOCK 20 OF HILLSBORO SHORES, SECTION "B", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, AT PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27, A DISTANCE OF 129.68 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 27; THENCE NORTHWESTERLY ALONG A PROJECTION OF THE EASTERLY LINE OF SAID LOT 27 IF SAID EASTERLY LINE WERE PROJECTED NORTHWESTERLY, A DISTANCE OF 99.14 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS SAME IS RECORDED IN PLAT BOOK 17, PAGE 5B OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY A DISTANCE OF 130.16 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 20; THENCE EASTERLY 21.71 FEET TO THE POINT OF BEGINNING; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A-1-A AS SAME IS NOW LOCATED AND CONSTRUCTED, A DISTANCE OF 82 FEET NORTHEASTERLY OF THE MOST SOUTHEAST CORNER OF LOT 27, BLOCK 20, HILLSBORO SHORES, SECTION "B", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ROAD A-1-A A DISTANCE OF 62 FEET PLUS OR MINUS TO SAID SOUTHEASTERLY CORNER OF SAID LOT 27; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID LOT 27, AND THE PROJECTION NORTHWESTERLY OF SAID NORTHEASTERLY PROPERTY LINE OF SAID LOT 27 A DISTANCE OF 185 FEET, PLUS OR MINUS; THENCE SOUTHEASTERLY ALONG A CONCRETE CAP RUBBLE ROCK WALL A DISTANCE OF 195 FEET, PLUS OR MINUS TO THE POINT OF BEGINNING, CONTAINING 0.13 ACRES, MORE OR LESS, LYING AND BEING IN SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. ALL OF SAID LANDS CONTAINING 0.737 ACRES, MORE OR LESS.

DESCRIPTION OF SUBMERGED LAND LEASE:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 27 OF BLOCK 20 OF HILLSBORO SHORES, SECTION "B", ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 22, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S88°36'30"W A DISTANCE OF 21.71 FEET TO THE POINT OF BEGINNING LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS SAME IS RECORDED IN PLAT BOOK 17, PAGE 5B OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N29°23'58"W A DISTANCE OF 65.00 FEET; THENCE N60°36'02" E A DISTANCE OF 170.27 FEET; THENCE S50°09'14"E A DISTANCE OF 259.92 FEET; THENCE S39°50'48"W A DISTANCE OF 65.00 FEET; THENCE N50°09'14"W A DISTANCE OF 195 FEET PLUS OR MINUS TO A POINT ON THE EXTENSION OF THE EASTERLY LINE OF THE SAID LOT 27; THENCE N33°09'59"W A DISTANCE OF 34.90' TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE S48°15'08"W A DISTANCE OF 130.16 FEET TO THE POINT OF BEGINNING. SAID LAND LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 23,328 SQUARE FEET, MORE OR LESS.

NOTE: DESCRIPTION PROVIDED BY THE CITY OF POMPANO BEACH ENGINEERING DIVISION AND ARE BASED ON LAND SURVEYS BY MICHAEL D. AVIRON, DATED APRIL 16, 1987.

No.	DATE	REVISION
4	6/13/00	REVISE NEW DOCK AREA
3	2/11/00	ADD OWNERSHIP DETAIL
2	1/13/00	ADD SUBMERGED LAND LEASE PARCEL
1	1/10/00	LOCATE WOOD BRIDGE FENDERS

WILLIAMS, HATFIELD & STONER, INC.

CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2101 NORTH ANDREWS AVENUE, SUITE 300, FORT LAUDERDALE, FL, 33311

PHONE: (954) 566-8341 • FAX: (954) 565-5421

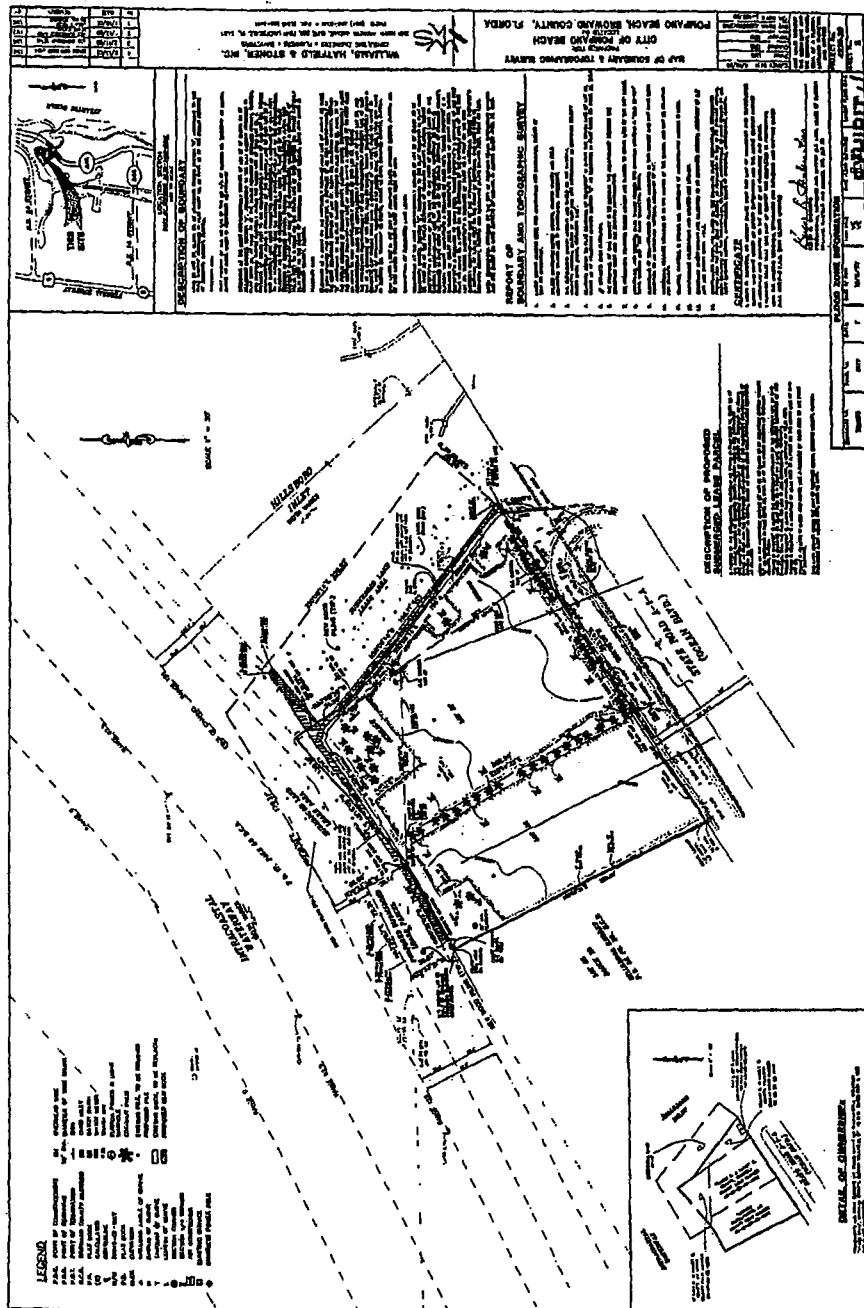


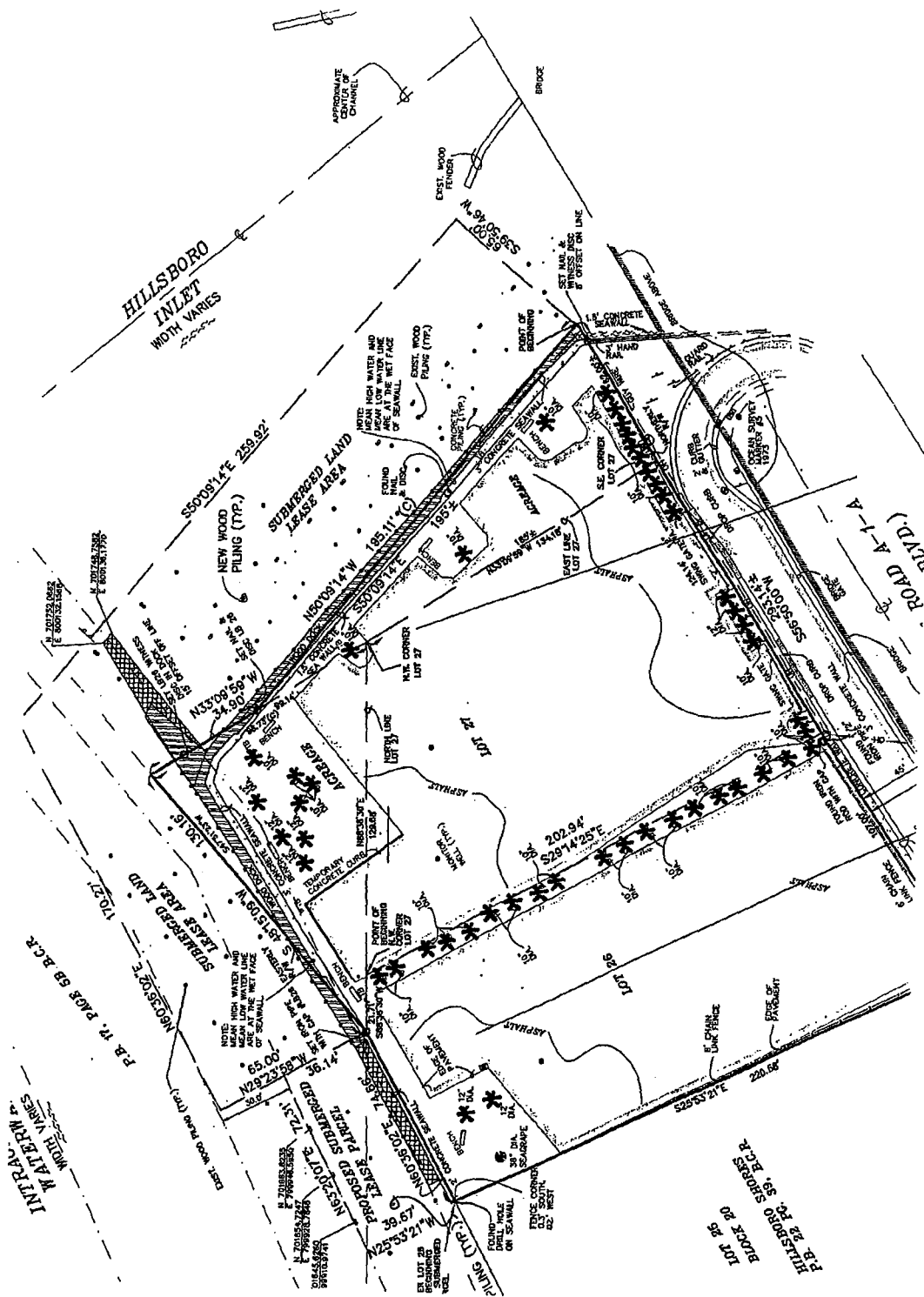
EXHIBIT 4

DESCRIPTION OF PROPOSED SUBMERGED LEASE PARCEL

A PORTION OF THE INTRACOASTAL WATERWAY AS SHOWN IN PLAT BOOK 17, PAGE 5B OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA LYING IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST AND THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 SOUTH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 28 OF BLOCK 20 OF HILLSBORO SHORES SECTION "B" AS RECORDED IN PLAT BOOK 22, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
THENCE N 25°53'21" W ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 28 A DISTANCE OF 39.87 FEET TO A POINT ON A LINE 30.00 FEET SOUTHEAST OF AND PARALLEL WITH THE RANGE 125 LINE OF THE INTRACOASTAL WATERWAY;
THENCE N 63°20'07" E, ALONG SAID PARALLEL LINE, A DISTANCE OF 72.31 FEET;
THENCE S 29°23'58" E A DISTANCE OF 36.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 28;
THENCE S 60°36'02" W ALONG SAID NORTH LINE A DISTANCE OF 74.66 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2,783 SQUARE FEET, MORE OR LESS.



ADD/REVISED SUBMITTAL

OCT 05 1999

STATE OF FLORIDA
COUNTY OF BROWARD

89-03680

SPECIAL WARRANTY DEED

20,625.00
Broward County for Documentary
Stamp Tax as required by law.
M.V. Remola, County Clerk

WILL CALL
CHICAGO TITLE INSURANCE CO.
800 W CYPRUS AVE
SUITE 110
FORT LAUDERDALE, FL 33309

THIS SPECIAL WARRANTY DEED is made the 4 day of October, 1999 by the FEDERAL DEPOSIT INSURANCE CORPORATION, AS MANAGER OF THE FSLIC RESOLUTION FUND, AS RECEIVER FOR SUNRISE SAVINGS AND LOAN ASSOCIATION, having its principal place of business located at 285 Peachtree Center Avenue, Suite 300, Atlanta, Georgia 30303 (hereinafter referred to as "Grantor") to CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, having a mailing address of 2700 West Atlantic Boulevard, Pompano Beach, Florida 33069 (hereinafter referred to as "Grantee"). Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

OCT 6 3 22 PM '99

W I T N E S S E T H:

THAT, Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all of its leasehold interest in Parcels 1, 2 and 3 (the "Leasehold Property") and all of its fee simple interest in Parcels 4 and 5 (the "Fee Simple Property") in and to that certain real property lying and being in Broward County, Florida, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and being more particularly described on Exhibit "A" and "A-1" attached hereto and made a part hereof by reference (collectively, the "Property").

TO HAVE AND TO HOLD the Fee Simple Property in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Property in leasehold and fee simple as specified above, that Grantor has good right and lawful authority to sell and convey said Property, and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor; except, however, that this conveyance is made subject to those matters contained and shown on Exhibit "B" which is attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered GRANTOR:
in the presence of:

Robert A. Barnes
Witness

(Signature)
Witness

FEDERAL DEPOSIT INSURANCE CORPORATION, AS MANAGER OF THE FSLIC RESOLUTION FUND, AS RECEIVER FOR SUNRISE SAVINGS AND LOAN ASSOCIATION

By: *(Signature)*
Title: Regional Director

This instrument prepared by:

Robert A. Barnes, Esq.
Federal Asset Disposition Association
285 Peachtree Center Avenue, Suite 600
Atlanta, Georgia 30303
138c-yardarn

SHEET 1 OF 5
(Signature)

STATE OF GEORGIA
COUNTY OF FULTON

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joe Ferguson Regional Director of the Federal Deposit Insurance Corporation, as Manager of the FSLIC Resolution Fund, as Receiver for Sunrise Savings and Loan Association, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporate instrumentality.

Given under my hand and seal of office this 4th day
of October, 1989.

[Signature]
Notary Public

My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires Feb. 16, 1991

[Notary Seal]

0446825PC0714

11@c-yardarm

SHEET 2 OF 5

Exhibit A
LEASEHOLD PROPERTY

Parcel 1:

Lot 27, Block 20 of HILLSBORO SHORES SECTION "B", according to the Plat thereof, as recorded in Plat Book 22, Page 39, of the Public Records of Broward County, Florida.

Parcel 2:

That portion of the SW 1/4 of the SW 1/4 of Section 20, Township 48 South, Range 43 East, which is described as follows:
Beginning at the most Northwesterly corner of Lot 27, of Block 20 of HILLSBORO SHORES SECTION "B", according to the Plat thereof, recorded in Plat Book 22, Page 39, of the Public Records of Broward County, Florida, and running thence Easterly along the North line of said Lot 27, a distance of 129.68 feet to the northeasterly corner of said Lot 27; thence Northwesterly along a projection of the Easterly line of said Lot 27 if said Easterly line were projected Northwesterly, a distance of 99.14 feet to an intersection with the Easterly right-of-way line of the Intracoastal Waterway as same is recorded in Plat Book 17, at Page 58, of the Public Records of Broward County, Florida; thence Southwesterly along said Easterly right-of-way line of the Intracoastal Waterway a distance of 130.16 feet to a point on the South line of said Section 20; thence Easterly 21.71 feet to the Point of Beginning; said lands situate, lying and being in Broward County, Florida.

Parcel 3:

Beginning at a point on the Northerly right-of-way line of A-1-A as same is now located and constructed, a distance of 62 feet Northeasterly of the most Southeast corner of Lot 27, Block 20, HILLSBORO SHORES, SECTION "B", according to the Plat thereof, as recorded in Plat Book 22, at Page 39, of the Public Records of Broward County, Florida; thence Southwesterly along the Northerly right-of-way line of said A-1-A, a distance of 62 feet plus or minus to said Southeasterly corner of said Lot 27; thence Northwesterly along the Northeasterly property line of Lot 27, and the projection Northwesterly of said Northeasterly property line of Lot 27, a distance of 185 feet plus or minus; thence Southeasterly along a concrete cap rubble rock wall a distance of 195 feet plus or minus to the Point of Beginning. Said lands lying and being in Section 29, Township 48 South, Range 43 East, Broward County, Florida, and in Section 20, Township 48 South, Range 43 East, Broward County, Florida.

MEMO: Legibility of writing.
Typing or printing unsatisfactory in
this document when microfilmed.

20060226 PC:J 7:15

SHEET 3 OF 5

EXHIBIT A-1

FEE SIMPLE PROPERTY

Parcel 4:

Lot 26, Block 20, of HILLSBORO SHORES SECTION "B", according to the Plat thereof, as recorded in Plat Book 22, at Page 39, of the Public Records of Broward County, Florida.

Parcel 5:

Lots 31, 32, and 33, Block 10, of HILLSBORO SHORES, SECTION "A", according to the plat thereof, recorded in Plat Book 21, page 14, Public Records of Broward County, Florida, together with that certain portion of Bay Drive and/or State Road A1A (No. 140) lying North and West of Lots 31 and 32, Block 10, HILLSBORO SHORES, SECTION "A", according to the plat thereof, recorded in Plat Book 21, page 14, Public Records of Broward County, Florida, being more particularly described as follows:
Commence at the Southwest corner of Lot 30, of said Block 10 of HILLSBORO SHORES, SECTION "A", thence Northerly along a line parallel with and 50 feet East of the Westerly right-of-way of said Bay Drive, a distance of 136.10 feet to the Point of Beginning; thence continue Northerly along the prolongation of the last above described course, a distance of 49.42 feet; thence Northwesterly along a tangent curve concave to the Southeast, having a radius of 50.00 feet, an arc distance of 50.79 feet; thence tangent to said curve, a distance of 154.20 feet to the Northwesterly boundary of said Block 10, and point of cusp (said point of cusp being 34.06 feet Southwesterly from the Northerly most corner of said Lot 32 as measured along the Northwesterly boundary of said Lot 32; thence Southwesterly along the Northwesterly boundary of said Block 10, said boundary being a circular curve concave to the Southeast, having a radius of 386.44 feet, an arc distance of 227.66 feet to the Southwest corner of said Lot 31; thence Northwesterly along the Northwesterly prolongation of the Southerly boundary of said Lot 31, a distance of 23.26 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida; LESS the property described in County Deed recorded June 10, 1965, in Official Record Book 3029, page 482, Broward County, Florida; LESS the property described in Special Warranty Deed recorded December 28, 1968, in Official Record Book 3346, page 51, Public Records of Broward County, Florida; LESS the property described in Special Warranty Deed recorded December 28, 1968, in Official Record Book 3346, page 53, Public Records of Broward County, Florida.

BR46825P61716

SHEET 4 OF 5

EXHIBIT "B"

1. Taxes and assessments for the year 1989 and subsequent years.
2. Matters appearing on the Plat of Hillsboro Shores Section "A", as recorded in Plat Book 21, at Page 14. (as to Parcel 5)
3. Matters appearing on the Plat of Hillsboro Shores Section "B", as recorded in Plat Book 22, at Page 39. (as to Parcels 1 and 4)
4. Riparian and littoral rights are neither guaranteed nor insured.
5. Easement granted to the United States of America by instrument dated April 10, 1931 and filed April 17, 1931 in Deed Book 223, at Page 403.
6. Easement granted to the United States of America by instrument dated January 30, 1931 and filed May 26, 1931 in Deed Book 225, at Page 1.
7. The property herein described on Exhibit "A" attached hereto being artificially filled land in what was formerly navigable waters, it is subject to any and all rights of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
8. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying or formerly lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line or other apparent boundary line separating the publicly use area from the upland private area, or such upland private area as it may have existed prior to construction, if any, of seawall or bulkhead thereon.
9. Reservations in favor of The Trustees of the Internal Improvement Fund of the State of Florida as contained in Deed dated July 25, 1955 and filed August 4, 1955 in Official Records Book 430, at Page 376 as corrected by Deed dated September 1, 1955 and filed September 29, 1955 in Official Records Book 458, at Page 504. (as to Parcel 3)
10. Terms and provisions of the Lease between William K. Beatty and Nancy C. Beatty, his wife, as Lessor and Daniel L. Garnsey, as Lessee dated May 1, 1974 as evidenced by that Memorandum of Lease dated May 7, 1974 and filed in Official Records Book 5756, at Page 984, as assigned by instrument filed February 13, 1981 in Official Records Book 9413, at Page 350 and further assigned by instrument filed May 6, 1982 in Official Records Book 10173, at Page 52, as affected by Agreement dated March 15, 1984 and filed April 18, 1984 in Official Records Book 11614, at Page 219, and affected by instrument filed December 15, 1987 in Official Records Book 15037, at Page 624. (as to Parcels 1, 2 and 3)
11. Tenancy rights of parties now in possession.
12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
13. Any and all matters that would be revealed and disclosed by an accurate survey and inspection of the premises.

NOTE: All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

150c-yardarm

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

SHEET 5 OF 5