

EXHIBIT A

LICENSE AGREEMENT AND GRANTED VARIANCES

04.6

RESOLUTION NO. 2017- 256

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 PARKING LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SANDS HARBOR, INC.; 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 Sands Harbor, Inc., 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 Sands Harbor, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of June, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

Ocy.b

PARKING LICENSE AGREEMENT SANDS HARBOR HOTEL

THIS AGREEMENT, made this 19th day of June, 2017, by
and between:

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

and

SANDS HARBOR, INC., a Florida Corporation, of 101 North
Riverside Drive, Suite 205, Pompano Beach, Florida 33062,
hereinafter referred to as "LICENSEE."

WHEREAS, the CITY owns a municipal parking lot at 109 North Oceanside Boulevard,
Pompano Beach, Florida, (herein called "Oceanside") consisting of approximately 6.2 acres and
situated east of a hotel property owned by LICENSEE located at 125 North Riverside Drive,
Pompano Beach, Florida (herein called "Property") consisting of approximately 4.0 acres;

WHEREAS, LICENSEE has been granted variances for parking on its Property over the
years in which parking for their hotel and offices can be off-site including parking spaces on the
Oceanside parking lot to fulfil their parking zoning requirements; the variances are attached
herein as described as Exhibit B;

WHEREAS, LICENSEE currently purchases CITY monthly parking passes for
Oceanside for \$30 per month plus tax for 100 to 200 parking spaces at Oceanside;

WHEREAS, CITY amended its parking code on April 26, 2017, requiring commercial
establishments desiring greater than 2 parking passes to enter into a license agreement to be able
to park monthly in Oceanside;

WHEREAS LICENSEE desires to obtain from CITY a license to park automobiles owned by LICENSEE's hotel customers, employees, and office tenants on the Property under a license agreement (herein called "Agreement");

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions hereinafter contained, it is agreed by the parties hereto as follows:

1. License Area. CITY hereby grants to LICENSEE and LICENSEE hereby accepts from CITY a license to park the vehicles of its employees and customers of its hotel on the Property located in the area depicted in Exhibit "A," hereinafter referred to as "Oceanside." The License Area is to be used for parking vehicles owned or operated by LICENSEE's hotel guests, employees, tenants, vendors and others associated with the hotel, by LICENSEE twenty-four (24) hours a day, seven (7) days a week. The use of the License Area shall be a considered a temporary use.

2. Financial Compensation to CITY by LICENSEE. The use of said City Property by LICENSSEE for this restricted purpose shall be at a monthly fee of eight thousand seven hundred dollars (\$8,700.00) plus sales tax, escalating annually at a rate of three percent (3.0%) for the privilege of purchasing 174 overnight parking passes described in the City Parking Ordinance, Section 76.06 (C) (2) (d). Payment is due no later than the first day of the month. A late fee of ten percent (10.0%) will be assessed if LICENSEE fails to pay for parking beyond the tenth (10) day of the month for the month being contracted for.

3. Term of Agreement. This license shall be for a period of two (2) years commencing on the date of execution hereof by all parties for twenty-four (24) months or until terminated in accordance with provisions hereinafter stated. An extension may be granted by the mutual consent of both parties in writing.

4. **Termination of Agreement.** CITY may terminate this Agreement at any time with or without cause by giving the LICENSEE ninety (90) calendar days' notice.

5. **City Garage.** The CITY contemplates constructing a new multi-level garage on Oceanside to accommodate more parking demand by the general public and monthly parking customers. During the period that a new garage is being built, CITY will make its best efforts on behalf of the LICENSEE to find substitute parking suitable for its guests of the hotel only. Employees of the hotel and tenants of LICENSEE's office complex will need to find other suitable parking spaces in the area. However, the CITY contemplates providing employee parking on the west side of the intercostal waterway in the near future and operating a bus or tram service to transport employees in the beach area to and from their parking to their place of employment.

6. **License Area Maintenance.** CITY shall be responsible to maintain the License Area including but not limited to removing litter, garbage, or other material deposited on the License Area on a periodic basis. LICENSEE shall deposit with the CITY the sum of four thousand dollars (\$4,350.00), equal to one-half month in license fees to be used by CITY for maintenance of the License Area if, in the opinion of the CITY, such maintenance is necessary. The deposit shall be due upon the execution of the License Agreement. The CITY will notify LICENSEE prior to utilizing said deposit of its intent

7. **Maximum Vehicle Storage.** LICENSEE may park a maximum of 125 vehicles on the License Area and shall at no times overpark vehicles. Refer to Exhibit C for a description of LICENSEE's demand for parking at its Property. Vehicles include passenger cars and ¾ ton pickup trucks; no large vans or oversized vehicles nor commercial vehicles defined in the City's Code of Ordinances may park in Oceanside. No vehicles may be parked that are not titled or without tags and current registration. Spaces are available on a "first-come, first-serve" basis.

Vehicles, according to the Parking Ordinance Section 76.06 (C) (2) (d), may park overnight at their own risk. LICENSEE may increase its quota of parking passes up to 200 passes subject to approval by the City Manager or its designee by paying the additional prorata fee.

8. Bankruptcy/Foreclosure. In the event of bankruptcy or foreclosure of the LICENSEE, the license agreement becomes null and void.

9. Signage. The LICENSEE may install one sign in front of the License Area facing North Riverside Drive to designate that the License Area may be used for guests of the hotel with the proper display of a hangtag issued under this Agreement. The cost of the signage shall be borne by the LICENSEE. The signage must be permitted with the CITY. LICENSEE shall maintain the sign in good condition in the opinion of the CITY.

10. Taxes. As further consideration of this License Agreement, LICENSEE agrees to pay any taxes, including sales taxes, of whatever nature that may validly be levied against the license area premises or pursuant to this Agreement during the continuance of this Agreement

11. Permitted Use. LICENSEE specifically agrees that it will use the CITY Property pursuant to this Agreement only for the intended purpose. Further, that it will not suffer or permit the premises or any part thereof to be used for any other purpose without the express written consent of CITY. Failure to abide by this provision will be a cause of default of the Agreement and the CITY may terminate the license with written notice unless LICENSEE corrects the cause of default within 30 days.

12. Public Benefit. The license area shall be used to benefit the general public by relieving the congested parking on the LICENSEE'S property and providing parking to service a hotel that promotes the use of the CITY's recreational beaches and other public spaces.

13. City Approval of New Licensee. Should the LICENSEE sell an interest in part or whole of its property or dealership situated near the License Area as described herein above,

the CITY reserves the right to approve of the new LICENSEE and the continuation of the license. Such approval shall not be unreasonably withheld.

14. Additional Improvements/Alterations. It is further expressly agreed by LICENSEE that it shall not make any alteration to the License Area. In the event additional improvements are sought by the LICENSEE, those improvements may be constructed at LICENSEE's expense according to the written agreement of the LICENSEE and CITY. The CITY will not withhold approval of any reasonable improvements requested provided the proposed improvements do not cause a hazard to public safety and do not interfere with the use of the parking lot by the general public as determined by the City Engineer.

15. License Definition. It is expressly understood and agreed that no real or personal property is leased to LICENSEE by CITY. This license is nonexclusive and is not intended to restrict the rights of the public for pedestrian foot-trail passage to access the public beaches and other amenities. CITY and LICENSEE acknowledge that the intention of this license is for CITY to grant a license to LICENSEE to store vehicles of LICENSEE and LICENSEE's guests and tenants for LICENSEE's use and benefit, and that there is no intention whatsoever to grant to LICENSEE, its successors or assigns, or to any other person or entity, any permanent rights of any kind in CITY's real property. This agreement shall not be recorded in the Public Records of Broward County, Florida.

16. Hold Harmless. LICENSEE assumes all risks in the use and maintenance of the License Area. LICENSEE shall be solely responsible for any damage to, or loss of, motor vehicles parked within the License Area as well as the property of the LICENSEE. LICENSEE further covenants and agrees to indemnify and hold harmless CITY and its officials, officers and employees from any and all claims (which shall include, but not be limited to, the defense of any claims and any and all costs in any judicial or quasi-judicial proceedings and for any and all

damages or penalties of any kind or nature), suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of this license or the carelessness, negligence or improper conduct of LICENSEE or any tenant, servant, agent or employee of LICENSEE.

17. Insurance. LICENSEE shall procure at its own cost and expense the insurance coverage set forth in EXHIBIT D naming the City of Pompano Beach as an additional insured pursuant to this Agreement, said Certificate of Insurance to be approved by the CITY's Risk Manager prior to execution of this Agreement. If LICENSEE subcontracts with a vehicle transport operator rather than transporting the vehicles themselves, the CITY retains the right to approve the subcontractor which shall not be unreasonably withheld. However, the subcontractor must also, in addition to the LICENSEE, obtain insurance coverage set forth in Exhibit D.

18. Non-Transferability. LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the previous written consent of CITY. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not specifically a party to this Agreement and license, then this license shall be null and void and terminated without notice to LICENSEE. The CITY will not unreasonably withhold approval for said purposes.

19. Rights of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in the Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision

thereof give any third person any right of subrogation or action over or against any party to this Agreement.

20. Risks and Hazards Emergency. Notwithstanding any provision herein to the contrary, if at any time CITY determines there is an emergency in its sole discretion of the existence of hazardous motor vehicles on the License Area which poses a risk or hazard to the public health, safety or welfare, then the LICENSEE shall, immediately upon receipt of written, email, or verbal notice from CITY, remove the motor vehicles, at LICENSEE's sole expense. If the vehicles are not immediately removed, CITY may remove the motor vehicles and LICENSEE agrees to pay for the costs to remove the motor vehicles. During any time of a hurricane alert, CITY will notify LICENSEE to remove all vehicles in Oceanside if the CITY determines it is in the best interest of the public that such removal is necessary.

21. Compliance with Laws/Regulations. LICENSEE and his/her employees, agents, representatives, tenants and/or subcontractors agree to comply and adhere to all applicable laws and regulations, including but not limited to, all state laws and local ordinances and regulations regarding traffic and parking that exist or as amended from time to time.

22. Venue. Should any disputes resulting from this agreement arise between CITY and LICENSEE, or any other party in interest, the jurisdiction for any litigation and dispute resolution proceedings shall be in Broward County, Florida.

23. Public Records

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

24. Notices. Any notice required under the terms of this License Agreement must be in writing and must be sent by Certified Mail to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:

FOR CITY:

Gregory P. Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Blvd., #430
Pompano Beach, Florida 33060-1300
greg.harrison@copbfl.com

Mark E. Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., #467
Pompano Beach, Florida 33060
Mark.berman@copbfl.com

Suzette Sibble, Assistant City Manager
Pompano Beach CRA
100 W. Atlantic Blvd., #430
Pompano Beach, Florida 33060
Suzette.sibble@copbfl.com

FOR LICENSEE:

Charles J. Seitz, President
Sands Harbor, Inc.
101 N. Riverside Drive, Suite 205
Pompano Beach, Florida 33062
sands@sandsharbor.com

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: _____

Lamar Fisher
LAMAR FISHER, MAYOR

Shelley K. Bartholomew

By: _____

Gregory P. Harrison
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

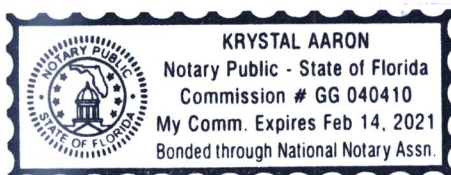
Approved by:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of June, 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 is personally known to me.

NOTARY'S SEAL:



Krystal Aaron

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

"LICENSEE":

Witnesses:

SANDS HARBOR, INC.
a Florida corporation

Christine Kendel

By: Charles J. Seitz

CHARLES J. SEITZ, President

Christine Kendel

Print Name

Shelley R. Bartholomew

Shelley R. Bartholomew

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of May, 2017 by **CHARLES J. SEITZ** as President of SANDS HARBOR, INC, a Florida corporation, who is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



Christine Kendel
NOTARY PUBLIC, STATE OF FLORIDA

Christine Kendel
(Name of Acknowledger Typed, Printed or Stamped)

FF 241525
Commission Number

EXHIBIT B

SANDS HARBOR HOTEL CITY VARIANCES

VARIANCE
97-17

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPAÑO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #97-17

SANDS HARBOR, INC.
c/o Charles J. Seitz, President
125 North Riverside Drive
Suite 2814
Pompano Beach, Florida 33062

Parcel "A", SANDS YACHTEL, according to the plat thereof as
recorded in Plat Book 126, Page 36, of the public records of Broward
County, Florida.

AKA: 101 North Riverside Drive ZONED: B-3

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.113 (B) OF
CHAPTER 155 OF THE CODE OF ORDINANCES OF THE CITY OF POMPAÑO BEACH,
FLORIDA.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A variance be granted in order to construct an office addition to an
existing building without providing the required 40 parking spaces for
the addition, while eliminating 40 existing spaces on the site, rather than
providing an additional 80 parking spaces elsewhere on the site, as
required by the Code.

* * * * *

WHEREAS, it appears that special and peculiar circumstances which are not the result of
the actions of the petitioner or his representative affect the land, buildings or structures for which
approval is sought, and further, that the denial of the request by the petitioner would deprive the
petitioner of the reasonable use of his property, NOW, THEREFORE, the Zoning Board of
Appeals finds that the granting of this permission will be in harmony with the general purpose and
intent of the Zoning Ordinances of the City of Pompano Beach, Florida, and will make possible the
reasonable use of the petitioner's property. The Board further finds that to deny the petitioner his
request would impose an unreasonable and unnecessary hardship upon the petitioner and that the
granting of this permission is wholly harmonious and consistent with the best interest of the
general public.

* * * * *

IT IS, THEREFORE, ORDERED THAT A VARIANCE IS GRANTED TO PETITIONER:

SANDS HARBOR, INC.

To:

Construct an office addition to the existing building on the site without
providing 40 parking spaces for the addition, while eliminating 40 existing
parking spaces on the site, as requested.

This Approval is subject to the following conditions:

- 1) Petitioner shall purchase, on an annual basis, 80 parking decals (in addition
to the 40 decals required by any excursion vessel operating from the property,
by virtue of a previous variance).

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Appeal #97-17
Page 2

- 2) At such time as parking decals or parking spaces are no longer available, the petitioner shall obtain the use of 80 parking spaces, by a manner acceptable to the City.
- 3) There shall be no valet parking on the south end of the building, between Sands Harbor and Basin Marine Center.

This Approval shall become effective and final fifteen (15) days from the date of passage provided, however, that in the event an appeal, as provided for in Section 155.025, has been timely filed, no action may be taken on the order by the Zoning Board of Appeals until the conclusion of the appeal before the City Commission.

In accordance with the provisions of Section 158.024 (J) of the Code of Ordinances, the relief granted by the Zoning Board of Appeals is limited to the authority vested in the Board and does not exempt the petitioner or owner from the responsibilities of obtaining all applicable permits and/or approvals as may be required by law, or by the City, for both new and existing structures.

Any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action unless, within the said 180 day period, or other time period as ordered by the Board, any and all permits and/or approvals required by law, or by the City, including building permits, have been properly acquired or unless within the 180 day period, a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that had been approved by the Board. If no approval or permit is required, the use allowed by the Zoning Board of Appeals must be commenced within the said 180 day period unless otherwise provided by the Board or unless within the 180 day period a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that has been approved by the Board.

Any request for an extension from the time frames as required by an order of the Zoning Board of Appeals must be made by the petitioner or owner and it shall be the petitioner's or owner's burden to establish a good and sufficient cause for any extension of time. There shall be no more than five (5) extensions of time in any one case, each of which shall be no greater than 180 days or in the aggregate in excess of 900 days for any variance, special exception or other specific order of the Zoning Board of Appeals.

DONE AND ORDERED this 20th day of February, 1997.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

lrh
cc: Thomas Johnston
1201 E. Atlantic Boulevard
Suite 103
Pompano Beach, Florida 33060

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS

CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #97-17

SANDS HARBOR, INC.
c/o Charles J. Seitz, President
125 North Riverside Drive Suite 2814
Pompano Beach, Florida 33062

Parcel "A", SANDS YACHTEL, according to the plat thereof as recorded
in Plat Book 126, Page 36, of the public records of Broward County, Florida.

AKA: 101 North Riverside Drive ZONED: B-3

This is an Appeal pursuant to Chapter 155 of the Pompano Beach Code of Ordinances whereby the petitioner requests the Pompano Beach Zoning Board of Appeals to exercise its authority pursuant to Section 155.024 (J) of the Code and grant an extension of time to a previously granted variance by the Board in conjunction with Appeal #97-51.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A 180 day extension of the variance approval granted on February 20, 1997, to allow construction of an office addition to the existing building on the site without providing 40 parking spaces for the addition, while eliminating 40 existing parking spaces on the site, rather than providing an additional 80 parking spaces elsewhere on the site, as required by the Code.

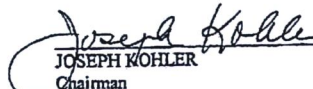
WHEREAS, the petitioner has made a timely request for the modification of the expiration date of the variance approval granted in conjunction with Appeal #97-17 and has demonstrated by the evidence presented that the approval should be modified by granting an extension of said expiration date;

IT IS THEREFORE ORDERED THAT:

The modification be granted as requested, making the new expiration date February 16, 1998.

All other terms and conditions of said variance, as previously granted, shall remain the same.

DONE AND ORDERED this 19th day of September, 1997.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

lrb

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #96-11

SANDS HARBOR, INC.
c/o Charles Scitz, President
125 North Riverside Drive
Pompano Beach, Florida 33062

That portion of the West one-half of the Southwest one-quarter of the Southeast one-quarter of Section 31, Township 48 South, Range 43 East, Broward County, Florida, lying east of the east right of way line of the Intracoastal Waterway, west of the west right of way line of Riverside Drive, north of a line, said line being 180 feet North of (as measured at a right angle) the South boundary of said Section 31, and south of a line, said line being 338.40 feet South of, (measured at a right angle) and parallel to the North boundary of said West one-half of the Southwest one-quarter of the Southeast one-quarter.

AKA: 125 North Riverside Drive ZONED: B-3

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.113 (B) (14)
(PARKING-BOATS FOR HIRE, CHARTER BOATS) OF CHAPTER 155 OF THE CODE OF
ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A variance be granted in order to operate an excursion vessel with a capacity of 120 persons (including crew) from the subject property without providing 40 on site parking spaces, as required by the Code.

* * * * *

WHEREAS, it appears that special and peculiar circumstances which are not the result of the actions of the petitioner or his representative affect the land, buildings or structures for which approval is sought, and further, that the denial of the request by the petitioner would deprive the petitioner of the reasonable use of his property, NOW, THEREFORE, the Zoning Board of Appeals finds that the granting of this permission will be in harmony with the general purpose and intent of the Zoning Ordinances of the City of Pompano Beach, Florida, and will make possible the reasonable use of the petitioner's property. The Board further finds that to deny the petitioner his request would impose an unreasonable and unnecessary hardship upon the petitioner and that the granting of this permission is wholly harmonious and consistent with the best interest of the general public.

* * * * *

IT IS, THEREFORE, ORDERED THAT A VARIANCE IS GRANTED TO PETITIONER:

SANDS HARBOR, INC.

To:

Operate an excursion vessel with a capacity of 120 persons (including crew) from the subject property without providing 40 on site parking spaces as required by the Code.

This Approval is subject to the following conditions:

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Page 2

- 1) The owner or applicant shall pay for the use of 40 parking spaces in the City parking lot across from the hotel as long as this or a similar vessel offers cruises from the Sands Harbor Hotel.
- 2) The cruises shall be limited to afternoon and evening hours.

This Approval shall become effective and final fifteen (15) days from the date of passage provided, however, that in the event an appeal, as provided for in Section 155.025, has been timely filed, no action may be taken on the order by the Zoning Board of Appeals until the conclusion of the appeal before the City Commission.

In accordance with the provisions of Section 158.024 (J) of the Code of Ordinances, the relief granted by the Zoning Board of Appeals is limited to the authority vested in the Board and does not exempt the petitioner or owner from the responsibilities of obtaining all applicable permits and/or approvals as may be required by law, or by the City, for both new and existing structures.

Any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action unless, within the said 180 day period, or other time period as ordered by the Board, any and all permits and/or approvals required by law, or by the City, including building permits, have been properly acquired or unless within the 180 day period, a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that had been approved by the Board. If no approval or permit is required, the use allowed by the Zoning Board of Appeals must be commenced within the said 180 day period unless otherwise provided by the Board or unless within the 180 day period a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that has been approved by the Board.

Any request for an extension from the time frames as required by an order of the Zoning Board of Appeals must be made by the petitioner or owner and it shall be the petitioner's or owner's burden to establish a good and sufficient cause for any extension of time. There shall be no more than five (5) extensions of time in any one case, each of which shall be no greater than 180 days or in the aggregate in excess of 900 days for any variance, special exception or other specific order of the Zoning Board of Appeals.

DONE AND ORDERED this 19th day of October, 1995.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

lkh
11.2.95

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #88-61

SANDS HARBOR HOTEL AND MARINA
125 North Riverside Drive
Pompano Beach, Florida 33062

Parcel "A", SANDS YACHTEL, according to the
plat thereof as recorded in Plat Book 126, Page 36,
of the public records of Broward County, Florida.
AKA: 125 North Riverside Drive ZONED: B-2

This is an Appeal pursuant to Chapter 155 of the Pompano Beach
Code of Ordinances whereby the petitioner requests the Pompano
Beach Zoning Board of Appeals to exercise its authority pursuant to
Section 155.024 (J) of the Code and grant an extension of time to a
variance previously granted by the Board in Appeal #88-6 (October 22, 1987).

PETITIONER:

SANDS HARBOR HOTEL AND MARINA

Requests:

A one year extension to the variance previously
granted in Appeal #88-6.


WHEREAS, the petitioner has made a timely request for the
modification of the expiration date of the variance granted in Appeal
#88-6, and has demonstrated by the evidence presented that the variance
should be modified by granting a one year extension to said expiration
date;

IT IS THEREFORE ORDERED THAT:

The variance granted in Appeal #88-6 is hereby
modified by granting a one year extension to the
expiration date.

All other terms and conditions of said variance,
as previously granted, shall remain the same.

DONE AND ORDERED this 19th day of May, 1988.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

lrh
6.3.88



ADS

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #88-6

SANDS HARBOR INN
c/o M. Zayani
P.O. Box 2814
Pompano Beach, Florida 33061

Parcel "A", SANDS YACHTEL, according to
the plat thereof as recorded in Plat Book 126,
Page 36, of the public records of Broward
County, Florida.
AKA: 125 N. Riverside Drive
ZONED: B-2

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.111
(PARKING SPACE SIZE) OF CHAPTER 155 OF THE CODE OF ORDINANCES
OF THE CITY OF POMPANO BEACH, FLORIDA.

PETITIONER:

SANDS HARBOR INN

Requests:

A variance be granted in order to construct a
retail and office center while providing 28 valet
parking spaces, rather than providing parking
spaces in accordance with the parking layout
diagram on file in the Planning Department.

WHEREAS, it appears that special and peculiar circumstances which are
not the result of the actions of the petitioner or his representative affect the
land, buildings or structures for which approval is sought, and further, that the
denial of the request by the petitioner would deprive the petitioner of the
reasonable use of his property, NOW, THEREFORE, the Zoning Board of Appeals
finds that the granting of this permission will be in harmony with the general
purpose and intent of the Zoning Ordinances of the City of Pompano Beach,
Florida, and will make possible the reasonable use of the petitioner's property.
The Board further finds that to deny the petitioner his request would impose
an unreasonable and unnecessary hardship upon the petitioner and that the
granting of this permission is wholly harmonious and consistent with the best
interest of the general public.

IT IS, THEREFORE, ORDERED THAT PERMISISON IS GRANTED TO

PETITIONER:

SANDS HARBOR INN

To:

Construct a retail and office center while providing 28
valet parking spaces, as requested.


This Approval shall become effective and final seventeen (17) days from
the date of passage during which time the City Commission shall have the

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authority and power to reverse this decision in accordance with the provisions of Section 226.1 of the City Charter.

In accordance with the provisions of Ordinance No. 75-86, unless otherwise provided by the Zoning Board of Appeals in a specific order, any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action, unless within said 180 day period a building permit, based upon and incorporating the decision of the Board is issued, or if no building permit is required, a use is commenced pursuant to the decision of the Board.

DONE AND ORDERED this 22nd day of October, 1987.


JOSEPH KOHLER
Vice Chairman
Zoning Board of Appeals

lrh
11.7.87

EXHIBIT C

SANDS HARBOR HOTEL PARKING DEMAND

Parking Permits: May 2017

Suite	Name	Permits	M-F 9 a.m.-5 p.m.	7 DAYS 9 a.m.-5 p.m.	7 DAYS PM ONLY
101	Courtesy Boat Rental	5		5	
111	Pompano Dive Center	16		16	
113E	As Electric Inc.	1		1	
113W	Pompano Dive Center	0			
114W	Elite 1 Fear	0			
114E	Kenneth Arena	0			
115	Blanton-Abba Gana	0			
116	Yachting Bliss	5		5	
117	Alco Exterior	2		2	
118E	Easy Rx Pad	3		3	
118W		0			
119	Green Rock Materials	3		3	
119W		0			
120E	Fusion Systm Solutions	0			
120W	St George Group Inc.	1		1	
121	Coastline Marine	0			
122	Jeffrey P Wilson	1		1	
123	Sandpiper Yachts	2		2	
124	Dockmaster				
201	Sunset Catch				
202	Sunset Catch Mang				
203	ITCG	2		2	
RUSTY	Rusty Hook	14			14
	Admin	4		4	
	Desk	10		5	5
	HK	6		3	3
	Maintenance	5		3	2
	Marina	30		15	15
	Patio	35		20	15
	Monthly Pkg	2		1	1
	Extra				
206	Beat This, Inc	0			
207	South FL Real Estate & Devel	0			
208	MB Management	4		4	
209	Flagship Mgmt	0			
210/211	Flagship Mgmt	9		9	
212	Flagship Mgmt	0			
214	Souther Airways	7		7	
102	KC JetSkis	0			
101	ShearArt by Michelle	0			
103	Coastal Treasures	0			
104	South FL Dive Headquarters	6		6	
		173	44	74	55

EXHIBIT D

INSURANCE

STANDARDIZED INSURANCE REQUIREMENTS OF THE CITY OF POMPANO BEACH

Insurance

The vendor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Public Liability & Auto Liability Insurance
- 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.
 - 2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury..... \$1,000,000.	\$1,000,000.
_____ explosion & collapse hazard	Property Damage \$1,000,000.	\$1,000,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined..... \$1,000,000.	\$1,000,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury..... \$1,000,000.	\$1,000,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person)	\$1,000,000.	
XXXX	comprehensive form	Bodily Injury (each accident).....	\$1,000,000.	\$1,000,000.
_____	owned	Property Damage.....	\$1,000,000.	\$1,000,000.
_____	Hired	-- or -- Bodily Injury and		
_____	Non-owned	Property Damage combined	\$1,000,000.	\$1,000,000.

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EXCESS LIABILITY

_____	Umbrella form	Bodily injury and Property damage		
_____	other than umbrella	Combined	\$2,000,000.	\$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Firm shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.