Meeting Date: 04/12/2016 Agenda Item 28

REQUESTED COMMISSION ACTION:

____ Consent X Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE AN ORDINANCE OF THE CITY COMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLSBORO INLET FISHING CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. ($4,800 annual revenue to City)

Summary of Purpose and Why:

The purpose of this ordinance is to revise the lease the City has with the Hillsboro Inlet Fishing Center (Hillsboro Inlet Mariana) to allow the Fishing Center to sell live bait on the premises. The monthly lease payment will increase by $400 per month and the cost for the installation and maintenance of the system required to contain the bait will be the responsibility of the Fishing Center.

(1) Origin of request for this action: Hillsboro Inlet Fishing Center
(2) Primary staff contact: Robert McCaughan, Public Works Director 954 786-4097
(3) Expiration of agreement: July 1, 2019
(4) Fiscal impact and source of funding: $4,800 Annual Revenue

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	3/31/2016	APPROVE	Robert McCaughan
Finance	4/1/16	APPROVE	S. Gibble
Budget	4/5/16	APPROVE	Stacey A. Lydell
City Attorney	4/1/16	APPROVE	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2016-686
March 28, 2016

TO: Robert A. McCaughan, Public Works Director

FROM: Mark E. Berman, City Attorney

RE: Ordinance for First Amendment to Hillsboro Inlet Fishing Center Lease

As requested in your memorandum dated March 4, 2016, Public Works Department Memorandum No. 2016-24, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLSBORO INLET FISHING CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

MARK E. BERMAN

/jrm
l:cor/pw/2016-686

Attachment

ORDINANCE NO. 2016-_____

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 FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLSBORO INLET FISHING CENTER, INC.; 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 a First Amendment between the City of Pompano Beach and Hillsboro Inlet Fishing Center, Inc., a copy of which Amendment 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 Amendment.

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 _____ day of _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
3/28/16
L:ord/2016-182

FIRST AMENDMENT

THIS FIRST AMENDMENT is entered into on this _____ day of _____, 2016, by and between:

> **CITY OF POMPANO BEACH, FLORIDA,** a municipal corporation of the State of Florida, 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, hereinafter referred to as "LESSOR,"
>
> and
>
> **HILLSBORO INLET FISHING CENTER, INC.,** a Florida corporation, having its principal address at 2705 N. Riverside Drive, Pompano Beach, Florida 33062, hereinafter referred to as "LESSEE."

WHEREAS, the parties entered into a Lease Agreement for premises delineated as City of Pompano Beach Hillsboro Inlet Property, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2014-44; and

WHEREAS, the parties now desire to amend certain terms and conditions to the agreement to include the selling of live bait on the premises; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

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

2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.

3. Paragraph 2. of the Original Agreement is hereby amended as follows:

> 2. **PURPOSE.** The premises shall be used as a marina for a charter fleet which may comprise drift boats, dive boats, charter boats, and other seagoing vessels of similar or complementary nature, and uses related thereto (including <u>sale of live bait in support of said uses,</u> emergency and rescue vessels and supporting vessels), to be operated under LESSEE's supervision and to the extent permitted by the covenants of the non-tax bond issue. However, LESSEE shall not sell nor allow

the sale of petroleum fuels and motor oils to third parties on the Premises; provided however, this limitation does not preclude the delivery of fuel and petroleum products by third parties to the charter fleet (owners and operators docked at the marina as subtenants or licensees) on the Premises. For purposes of this section, the term "third parties" does not include owners or operators of commercial vessels docked at the marina as subtenants or licensees. LESSEE will otherwise comply with all covenants and conditions of the Internal Improvement Trust Fund lease and the provisions of the Hillsboro Inlet Marina Waterways Assistance Grant from the Florida Inland Navigation District. LESSEE and its occupants may operate a wholesale business and/or retail outlet for the sale of any seafood and other marine produce, if, and to the extent, permitted by the State of Florida, and if such sale complies with all applicable statutes, ordinances and regulations. LESSEE, subtenants and licensees may prepare (for consumption except for cooking) seafood and other marine produce for their respective customers, subject to the requirement that the premises are cleaned and kept sanitary.

. . .

4. Paragraph 9. of the Original Agreement is hereby amended as follows:

9. **BASE RENT.** The initial monthly base rent for the Premises shall be $1,350 per Charter Slip times seven slips, plus $500 per tow boat slip times one slip, plus $2,250 per drift boat docking point times two drift boat docking points. Payments shall be due on the 5th Calendar Day of each month, and shall be delinquent if not paid by the 15th Calendar Day of the due month. Rent shall be adjusted each month as follows:

A. For each Charter Boat slip occupied by a charter boat on the first day of the calendar month in excess of seven slips, rent shall be increased by 85% of the monthly rent per Charter Boat slip.

. . .

I. <u>Rent shall be increased by $400 per month for such periods that a live bait business is actively operating at the Marina. The $400 per month shall not be subject to increases under Section 10.</u>

5. Paragraph 12. of the Original Agreement is hereby amended as follows:

12. **ASSIGNMENT, SUBLEASING, AND LICENSING.** LESSEE shall not, without prior approval of LESSOR, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this agreement by an independent contractor unless otherwise expressly provided in this

Agreement. LESSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CITY, it being understood that the only activity that LESSEE may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located there, be they demised to the others or under the control of CITY, is as authorized under the terms of this Agreement. However and notwithstanding these limitations, LESSEE shall be permitted to sublease or license slips and docking points for uses set forth in Section 2 and as set forth below, without CITY's approval.

. . .

LESSEE shall maintain copies of all licenses and subleases it grants, which shall be available for inspection by the CITY's City Manager, Deputy City Manager, and Public Works Director.

LESSEE may allow the installation of concrete pedestals along the southern boundary of the Marina, within 25 feet of the Intracoastal seawall, tanks on those pedestals for keeping live bait, and associated pumps and piping into the Intracoastal Waterway. Location of pedestals is shown in Exhibit D. There shall be landscaping along the northern portion of the bait fish operation, to obscure the tanks and equipment from view from the parking lot. To the extent there is not obscuring landscaping along the southern portion of the bait fish operation (by the adjoining property owner), LESSEE shall require obscuring landscaping along that portion of the bait fish operation. Electrical service to the equipment shall be underground from the meter to the electrical equipment. All such improvements are at no cost to the CITY and subject to required city approved building permit(s). LESSEE is responsible for maintenance and operation of installed system, and all such improvements shall not be removed upon installation unless written approval from the CITY for such removal is first obtained.

LESSEE may permit signage along the finger pier (a/k/a emergency dock — on the northern portion of the Western dock) identifying the bait company, and availability of bait delivery of bait to Marina occupants, and to the general public from boats temporarily docked at the finger pier, as approved by CITY and per permits as required. "Temporarily" means for a period of 30 minutes or less, in the absence of unusual or exigent circumstances.

6. Paragraph 21. to the Original Agreement is hereby amended as follows:

21. **LESSEE IMPROVEMENTS.**

. . .

CITY shall design and install signage at the north end of the West Dock, signifying that the use of the finger pier is limited to emergency use only. See Section 12 regarding sale of bait on the finger pier.

7. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

8. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

"LESSOR":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH,** 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:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"LESSEE":

Witnesses:

HILLSBORO INLET FISHING CENTER, INC.
a Florida corporation

By: _____
M. ROSS SHULMISTER, Vice-President

Mary E. Gritter
Print Name

Debra M. Troyer
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 2016, by **M. ROSS SHULMISTER** as Vice-President of **HILLSBORO INLET FISHING CENTER, INC.,** a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

DEBRA M TROYER
Notary Public - State of Florida
My Comm. Expires Nov 26, 2016
Commission # EE 827416
Bonded Through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

MEB/jm
3/28/16
L:agr/pw/2016-682

ORIGINAL 12

ORDINANCE NO. 2014-44

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 LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLSBORO INLET FISHING CENTER, INC.; 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 a Lease Agreement between the City of Pompano Beach and Hillsboro Inlet Fishing Center, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

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

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 10th day of June, 2014.

PASSED SECOND READING this 24th day of June, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
5/23/14
L:ord/2014-280

original 12

Lease Agreement

This Lease Agreement is entered into effective July 1, 2014, by and between THE CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" or as "Lessor", and HILLSBORO INLET FISHING CENTER, INC., a Florida Corporation, hereinafter referred to as "LESSEE".

Know all men by these presents, that

Whereas, the CITY owns and operates municipal dockage facilities and other improvements at the Hillsboro Inlet; and

Whereas, the LESSEE is desirous of leasing from CITY certain dockage facilities and improvements at the Hillsboro Inlet; now

Therefore, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **PREMISES.** CITY leases to LESSEE certain premises delineated as City of Pompano Beach Hillsboro Inlet Property (the "Premises"), and more particularly described as Lot 26, Block 20 of HILLSBORO SHORES SECTION "8", according to the Plat thereof, as recorded in Plat Book 22, Page 39 of the Public Records of Broward County Florida. The premises includes additional lands and submerged lands set forth in Exhibits A and B.

   The premises are configured with a continuous dock and ten slips along the Northern perimeter designed for perpendicular docking, and a continuous dock along the Western perimeter, with three slips designed for docking parallel to the docks. For convenience, the Western slips are referred to, from South to North, as Drift Boat Docking Point 1, Drift Boat Docking Point 2, and the Emergency Dock. For convenience, the Northern slips are referred to, from East to West, as Slip 1, Slip 2, and Charter Boat Slips 3 through 10. For convenience, a diagram is attached hereto as Exhibit C, but does not alter any terms of this Lease.

   The premises include submerged land adjacent to the above-described real property (See Section 33).

2. **PURPOSE.** The Premises shall be used as a marina for a charter fleet which may comprise drift boats, dive boats, charter boats, and other seagoing vessels of similar or complementary nature, and uses related thereto (including emergency and rescue vessels and supporting vessels), to be operated under LESSEE's supervision and to the extent permitted by the covenants of the non-tax bond issue. However, LESSEE shall not sell nor allow the sale of petroleum fuels and motor oils to

third parties on the Premises; provided, however, this limitation does not preclude the delivery of fuel and petroleum products by third parties to the charter fleet (owners and operators docked at the marina as subtenants or licensees) on the Premises. For purposes of this section, the term "third parties" does not include owners or operators of commercial vessels docked at the marina as subtenants or licensees. LESSEE will otherwise comply with all covenants and conditions of the Internal Improvement Trust Fund lease and the provisions of the Hillsboro Inlet Marina Waterways Assistance Grant from the Florida Inland Navigation District. LESSEE and its occupants may operate a wholesale business and/or retail outlet for the sale of any seafood and other marine produce, if, and to the extent, permitted by the State of Florida, and if such sale complies with all applicable statutes, ordinances and regulations. LESSEE, subtenants and licensees may prepare (for consumption except for cooking) seafood and other marine produce for their respective customers, subject to the requirement that the premises are cleaned and kept sanitary.

For purposes of this Lease, a "subtenant" is a person or other legal entity which leases a portion of the Premises from LESSEE; a "licensee" is a person or other legal entity which occupies a portion of the Premises under a license from LESSEE; "occupant" encompasses subtenants, licensees, boats occupying a slip, boats occupying a docking point, owners of boats, licensed captains of boats occupying a slip or docking point, and, where the context requires, crews and LESSEE.

3. **ACCEPTANCE OF PREMISES.** LESSEE acknowledges that it is thoroughly and completely familiar and knowledgeable of the Premises and is fully advised of the condition, nature of construction and state of repair. LESSEE fully accepts the Premises in the present condition, subject to repair and maintenance obligations of CITY.

4. **NO LIENS CREATED.** LESSEE covenants and agrees that LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Premises. Should any such lien be filed against CITY without CITY's expressed consent, LESSEE shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law, unless CITY shall agree otherwise. LESSEE shall not be deemed to be the agent of CITY under any term, paragraph, condition or covenant of this Agreement.

5. **OPERATING COSTS.**

   A. CITY agrees to pay promptly all operating costs of the marina billed to it or to LESSEE, and incurred as a result of LESSEE's business operations on the Premises, which costs are not by this Lease an expense of LESSEE. Operating costs include but are not limited to utility charges, CITY's employees if any (except as specifically set forth herein), ad valorem taxes, and other normal business expenses, plus or except as may otherwise be set forth herein. Operating costs do not include any expense incurred by an occupant or by LESSEE which costs would not be the expense of a marina owner.

B. CITY shall provide garbage and/or refuse receptacles in the parking lot, and at or near the building, and the same shall be removed by CITY contractors at CITY EXPENSE. LESSEE (and all occupants under LESSEE) shall deposit all other garbage and trash generated by its business operations on a daily basis in enclosed containers (dumpsters) at the Hillsboro Inlet location and CITY shall provide for removal on a regular basis at CITY's cost. Any garbage and trash that does not fit in the enclosed containers shall be properly disposed of at LESSEE's expense and shall not be left on the Premises.

C. CITY shall provide connections for municipal water service, electricity, sanitary sewer service, cable television (CATV) and telephone for LESSEE and its occupants. LESSEE or its licensees and subtenants ("occupants") shall pay directly for telephone and CATV services if such services are desired, and for electric service to individual slips and to the office. Specifically, the connections shall consist of the following: one electric meter for each slip and one for the office; one water connection for each slip plus one for the office and plus one for irrigation purposes; one (1) telephone and CATV connection for each slip and for the office; and plumbing for public rest room facilities.

D. It shall be CITY's responsibility to have the public rest room facilities cleaned at least on a daily basis and maintained at all times in a clean and sanitary condition and furnish at its expense toilet and washroom supplies. CITY grants LESSEE permission and authority to supplement this function at LESSEE's expense for labor and for materials not supplied by CITY.

E. The CITY shall pay the costs of electricity for the property, except for metered access (office and occupied individual slips). CITY shall maintain the lighting and other electrical fixtures serving the marina.

F. CITY shall provide adequate water for irrigation purposes through the installed irrigation system. The water for irrigation may be recycled water.

6. **REPAIRS, MAINTENANCE AND SURRENDER.** CITY shall at its expense maintain the Premises (except as provided otherwise herein), in the same **or better** state of repair and condition as existed on the date of commencement of this Agreement, or better, reasonable wear and tear excepted. Such maintenance shall NOT include cleaning windows, washing and waxing floors, carpet cleaning, and repair of ice machines, all of which shall be LESSEE's responsibility. CITY may provide a reasonable inventory of light bulbs, and toilet and washroom supplies, and, if it does so, authorizes but does not require LESSEE to replace light bulbs and toilet and washroom supplies from that inventory. LESSEE at its expense agrees to repair any damage caused by LESSEE or by its subtenants and licensees ("occupants") not covered by insurance. Upon the termination of this Agreement, the entire Premises, in the same or better state of repair and condition as existed on the date of

commencement of this Agreement, shall be surrendered to CITY, reasonable wear and tear excepted. LESSEE may remove ice machines and other removable fixtures installed by LESSEE.

CITY shall make all exterior repairs, including repairs of the roof, sidewalks, and parking lot, as well as repairs as required because of water entering the demised premises from the roof or other parts of the building or from other causes not resulting from the negligence or intentional act of LESSEE or its occupants. CITY shall maintain the exterior of the building in good condition. CITY shall maintain the seawalls, docks, pilings, and the parking lot on the premises so as to maintain the value of the capital assets in a manner consistent with generally accepted landlord/tenant responsibilities. LESSEE shall promptly report, preferably in writing, to CITY any defective or dangerous conditions known to LESSEE, and CITY shall maintain all landscaping, planted areas and grassy areas, in a same or similar fashion as at the commencement of this Agreement. Also, CITY shall maintain the installed irrigation system in good order and repair. CITY may provide a reasonable inventory of sprinkler heads and other supplies, authorizes (but does not require) LESSEE to replace defective sprinkler heads and perform other minor maintenance. LESSEE is expected to notify CITY of any required maintenance.

If CITY shall fail to make a needed repair within thirty five (35) days of being notified of the necessity, and shall also fail within that same time to provide justification for the failure, LESSEE may submit a letter of intent to make the repair, which must include the cost of the repair. Thereupon, CITY shall either make the repair within an additional thirty five (35) days from receipt of the letter of intent, or shall object to the reasonableness of the cost of repair, together with a counterproposal within that same additional thirty five (35) days. If within the time allowed CITY shall fail to object to the reasonableness of LESSEE's repair proposal, or shall object without making a counterproposal, LESSEE may proceed to make the repair, and shall be entitled to deduct the cost of the repair (which may not exceed the cost stated in the letter of intent) from an ensuing monthly rent payment. If the repair is needed to correct a dangerous or hazardous condition, the time periods shall be reduced from thirty five (35) days to fourteen (14) days.

CITY shall not be liable to LESSEE for damage to property of LESSEE or any loss of revenue to LESSEE resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities, except to the extent such liability is covered by insurance; however, CITY shall be otherwise liable to LESSEE for damage to property of LESSEE caused by the intentional or negligent acts of agents, employees and servants of CITY.

7. **TERM.** The term of this Agreement is for the period of five (5) years, commencing July 1, 2014, at 12:01 a.m. and ending at midnight on June 30, 2019, unless sooner terminated, as provided herein. This Agreement may be extended upon the agreement of both parties for one additional five (5) year term.

8. **POSSESSION.** LESSEE agrees to take possession of the Premises as of the effective date of this Lease.

9. **BASE RENT.** The initial monthly base rent for the Premises shall be $1,350 per Charter Slip times seven slips, plus $500 per tow boat slip times one slip, plus $2,250 per drift boat docking point times two drift boat docking points. Payments shall be due on the 5th Calendar Day of each month, and shall be delinquent if not paid by the 15th Calendar Day of the due month. Rent shall be adjusted each month as follows:

A. For each Charter Boat slip occupied by a charter boat on the first day of the calendar month in excess of seven slips, rent shall be increased by 85% of the monthly rent per Charter Boat slip.

B. For each vacant Charter Boat slip in excess of one, rent shall be reduced by 85% of the monthly rent per Charter Boat slip. By way of example, if seven Charter Boat slips are occupied, the base rent shall apply; but if five Charter Boat slips are occupied, the base rent shall be reduced by 85% of the rent for two Charter Boat slips.

C. For each vacant Drift Boat docking points, rent shall be reduced by 90% of the monthly rent for each Drift Boat docking points.

D. If and when CITY obtains permission for occupancy of Slip 1 of a houseboat or office boat, and Slip 1 becomes occupied, rent shall increase by the base rent for a tow boat slip.

E. If a tow boat slip shall become vacant, rent shall be reduced by 100% of the base rent for that vacant slip.

F. Vacancies and occupancies shall be determined as of the first calendar day of each month, and LESSEE shall notify CITY with the submission of the monthly rent payment of the current occupancies and vacancies.

SUMMARY:	Base Rent	Adjustments for Vacancies/Occupancies
Charter Boats	$1,350 x 7	85% of Base Rent per slip
Drift Boats	$2,250 x 2	90% of Base Rent per slip
Tow/Rescue Boats	$ 500 x 1	100% of Base Rent per slip
other types	subject to agreement between CITY and LESSEE	

G. In the event any slip or docking point is vacant for more than one month, CITY may refer any prospective occupant to LESSEE. If the prospective occupant is qualified to operate a business as a charter boat and LESSEE fails to approve the prospective occupant for a vacant charter boat slip without justification, that slip shall be deemed occupied for a period of four months (unless sooner occupied by a licensee or subtenant). If the prospective occupant is qualified to operated a business as a drift boat and LESSEE fails

to approve the prospective occupant for a vacant drift boat docking point without justification, that docking point shall be deemed occupied for a period of four months (unless sooner occupied by a licensee or subtenant).

H. In the event there are more than four vacancies (a vacant drift boat docking point shall be deemed to be one and one-half vacancies) for four consecutive months, or for more than six months in any calendar year, CITY may terminate this lease upon sixty days notice.

10. COST OF LIVING INCREASES; DELINQUENCY. Monthly rent shall not increase for a period of three years.

Commencing July 1, 2017, the base rent shall be increased or decreased by a factor based on the Cost of Living Index, as herein defined, and as set forth below, until termination of the Lease. Increases shall be calculated and imposed biennially, commencing with the renewal period starting July 1, 2017, and on every second anniversary thereafter.

In the event of any controversy arising as to the proper adjustment for rental payments as herein provided, LESSEE shall continue paying the base rent under the last preceding rental adjustment as herein provided plus 2½%, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

LESSEE shall pay to CITY a penalty of two and one half percent (2½%) of monies due for any period during which any payment is delinquent (unpaid more than ten (10) days from the due date), said penalty not to exceed Five Hundred ($500.00) Dollars. Failure of LESSEE to pay any sums due hereunder within thirty (30) days after receipt of written notice of delinquency shall authorize CITY, at its option and without any legal proceedings, to declare the Agreement in default, to cancel the same, and to re-enter and to take possession of the premises.

In addition to the rent and other charges outlined herein, LESSEE's occupants shall responsible for the payment of all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Pompano Beach, excluding ad valorem taxes.

<u>Cost of Living Index and Changes</u>

The parties hereto adopt as a standard of measuring such fluctuations, the Consumers' Price Index, United States average of all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as "The Index." The average of the Index for the month of April, 2016, shall be the "Initial Reference Index" as that term is hereinafter used. This adjustment shall be made and the base rent for the first adjustment period (July 1, 2017 – June 30, 2018) of this lease shall be arrived at by multiplying the monthly base rent for each type of slip by a fraction, the numerator of which shall be the index for April 2017, and the denominator of which shall be the Initial Reference Index.

For each successive adjustment period, the previous numerator shall become the denominator, and the Index for the month of April preceding the renewal term shall become the numerator, and the adjusted rent shall be the rent for the then-current period multiplied by the newly determined fraction. By way of example, the base rent for the second adjustment period (July 1, 2019) shall be (i) the base rent for the first renewal period (July 1, 2017) multiplied by (ii) the Index for the April (2019) immediately preceding the start of the second adjustment period, divided by (iii) the Index for the April (2017) immediately preceding the start of the first renewal period, which is illustrated by the following formula:

R1 = Base rent for the then-current period
R2 = Base rent starting July 1 of the new adjustment period
I1 = Index for the April preceding the start of the then-current period
I2 = Index for the April preceding the start of the new adjustment period

$$R2 = \frac{R1 \times I2}{I1}$$

with the limitation that R2 cannot be greater than 1.05 x R1 nor less than 0.95 x R1.

There shall be a cap on CPI Adjustments, and no increase or decrease may exceed five percent (5%).

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor each month. Should it be published at other, then the basic standard shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the biennial increase or decrease. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and the adjustment of the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau, most closely approaching such discontinued Index, shall be used in making the adjustment herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor of a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit the question to a commercial arbitrator, selected under the Commercial Arbitration Rules of the American Arbitration Association, or to such other arbitrator as the parties may agree. In reaching this conclusion a new Index shall be selected approximating as nearly as

can be the Index hereinbefore first contemplated, which new Index may be one published by a governmental agency, or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar shall be agreed upon by the parties thereto, or, failing such agreement, a generally accepted or approved Index shall be selected by the arbitrator chosen in the above manner. The selection of an Index by such arbitrator in either of the above mentioned events shall be binding upon the parties hereto.

In the event of any controversy arising as to the proper adjustment for rental payments herein provided, the Lessee shall continue paying the rental under the preceding rental plus two and one half percent (2½%) until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjusted period.

CITY shall notify LESSEE not less than twenty (20) calendar days before the commencement of each adjustment period of the indices upon which the rent (and vacancy abatements) will be adjusted, substantially in the format: "The index for this past April was ___, the index upon which current rent was based is ___, the percentage increase/decrease will be [I2 (new index)]÷[I1 (old index)] = ___%. The new monthly base rent for Charter Boat slips will be $___, for Drift Boat docking points will be $___, and for Tow Boat slips will be $___."

The percentage of monthly reductions of rent for vacancies and increase for additional occupancies shall remain as set forth in Section 9.

11. **INSURANCE.**

LESSEE shall require licensees and subtenants to maintain insurance, at their expense, during their occupancy of a slip or docking point, with an insurance company or companies acceptable to CITY, liability insurance for the operation of their respective vessels in the minimum amount of $1,000,000.00 single limit coverage for each occurrence for liability, bodily injury, loss of life, property loss or damage, and products liability. Insurance shall be required to cover liabilities occurring on or created by vessels occupying slips or docking points, and by acts or omissions incident to the operation of individual licensees' and subtenants' businesses.

LESSEE shall maintain copies of all insurance policies, which shall be available for inspection by the City Manager, CITY's Risk Manager, and the City Attorney at any reasonable time. LESSEE shall require subtenants and licensees to provide CITY with a certificate of insurance for each licensee and subtenant within twenty one (21) days of the date of this Lease for licensees and subtenants occupying a slip or docking point at the commencement of this Lease, and within twenty one (21) days of the commencement of occupancy by subsequent licenses and subleases.

12. **ASSIGNMENT, SUBLEASING, AND LICENSING.** LESSEE shall not, without

prior approval of LESSOR, assign or transfer this Agreement nor any share, part or interest in it, nor any of the rights or privileges granted by it, nor enter into any contract requiring or permitting the doing of anything under this agreement by an independent contractor unless otherwise expressly provided in this Agreement. LESSEE further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Premises, with any individual, partnership or corporation without prior approval of CITY, it being understood that the only activity that LESSEE may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located there, be they demised to the others or under the control of CITY, is as authorized under the terms of this Agreement. However and notwithstanding these limitations, LESSEE shall be permitted to sublease or license slips and docking points for uses set forth in Section 2 and as set forth below, without CITY's approval.

LESSEE may license slips for uses set forth in Section 2 as follows:

Slip 2 (Northern Perimeter) may be licensed for use by a tow or salvage boat, or other emergency vessel, the purpose of which shall be to respond to maritime emergencies in or near the City of Pompano Beach and adjacent Intracoastal and Ocean waters. For good cause shown, and with consideration to any safety issues which the proximity of the A1A overpass may create, CITY's city manager or public works director may approve the licensing of Slip 2 for use by a Charter Boat or other oceangoing vessel. LESSEE's base rent for that slip shall be determined by the nature of the occupying vessel (Charter Boat, tow boat, rescue boat, dive boat, etc.) as a commercial fishing vessel, or as a tow or other type of rescue vessel or adjunct use.

Subject to compliance with applicable statutes, ordinances and regulations, Slip 1 (Northern Perimeter) may be licensed to for use by an oceangoing vessel configured as a business office, as an adjunct to the function of a tow or salvage boat licensed to use Slip 2. Because of the occasionally hazardous waters at the entrance to Slip 1, it may not be licensed to a vessel which accepts passengers for carriage or other non-stationary uses wherein a member of the general public becomes a passenger for compensation. It may also be licensed to a tow, salvage, or rescue boat.

Charter boat slips 3 through 10 may be licensed only for use by Charter Boats, which are defined as oceangoing vessels capable of, and registered for, carrying six (6) passengers, plus the boat's crew, for purposing of fishing. For good cause shown, and at LESSEE's specific request, CITY's city manager or public works director may grant a waiver to allow for a charter vessel with a greater or lesser passenger capacity, but such approval shall have considered safety, compliance with US Coast Guard rules and regulations, probable effect on other licensees and the public, and conformance with the purposes for which this Lease is granted by CITY.

Drift boat docking points 1 and 2 may be licensed for any commercial passenger use by boats which are defined as oceangoing vessels capable of, and registered for carrying twenty five (25) or more passengers, plus the boat's crew, for

purposes of fishing. Those slips may also be configured for use by dive boats, which are defined as oceangoing vessels equipped for carrying divers with fishing gear, cameras, self-contained underwater breathing apparatus (SCUBA), or snorkels. If Intracoastal side slips are reconfigured for use by charter boats (as defined above), Intracoastal side slips may also be licensed for charter boat use.

For good cause shown, and at LESSEE's specific request, CITY's city manager or its public works director may grant a waiver to allow for a different nature of commercial oceangoing vessel involving fishing or marine produce, but such approval shall have considered safety, compliance with US Coast Guard rules and regulations, probable effect on other licensees and the public, and conformance with the purposes for which this Lease is granted by CITY.

The portion of the Western dock which extends northward of the Northern dock may be designated by LESSEE or by the CITY as an Emergency Dock, for use by the general public and other maritime users in emergency situations. CITY or LESSEE may erect signage indicating the purpose of the Emergency Dock, and reasonable limitations on its use. Both CITY and LESSEE are authorized to enforce rules and regulations as they apply to the Emergency Dock, with assistance of any law enforcement agency having jurisdiction of the Premises (marine, land, or both), or by civil action, or both.

Licenses and subleases shall, at a minimum, contain the following information:

a. Description of the boat slip
b. Name of the boat owner (licensee) or subtenant
c. Description of the boat, to include the name
d. Rent or monthly license fee, which shall include the base rent to the City under Section 9 (with Cost-of-Living Increases), additional charges for taxes, utilities, and other expenses of LESSEE
e. Basis and procedures for increases of rent, license fees, and expenses
f. Term of the license or sublease, plus any automatic renewals and provisions for termination
g. Required insurance
h. Licensee's and subtenant's obligation to adhere to rules and regulations, and terms of this Lease
i. Activities in which the licensee or subtenant is authorized to engage

LESSEE shall maintain copies of all licenses and subleases it grants, which shall be available for inspection by the CITY's City Manager, Deputy City Manager, and Public Works Director.

13. DELIVERIES AND FUELING.

A. General deliveries may be made at the Premises as required.

B. Except for bona fide emergencies, only LESSEE's licensees and subtenants

may fuel their vessels from, at, or in the vicinity of the Premises, providing the fuel is acquired from an authorized dealer of marine fuel and by an operator that is independent of licensees and subtenants.

C. On-board servicing and maintenance of boats is permitted. [See section 28]

14. **LAWS AND ORDINANCES.** LESSEE agrees to comply with all applicable state statutes, Broward County and CITY's ordinances, and any safety requirements of all federal, state and local governments; and LESSEE shall, to the extent practicable, require all licensees to also comply with all applicable state statutes, Broward County and CITY's ordinances, and any safety requirements of all federal, state and local governments. LESSEE and its occupants shall maintain all required licenses from governmental agencies in full force and effect during the term of this Agreement.

Both CITY and LESSEE are authorized to enforce compliance with statutes, ordinances and safety requirements, with assistance of any law enforcement agency having jurisdiction of the Premises (marine, land, or both), or by civil action, or both.

15. **INDEMNIFICATION AGAINST CLAIMS.** Each party shall indemnify and save the other harmless from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this Agreement, to the extent provided by law, for any bodily injury, loss of life, or damage to property sustained in or about the premises, or the appurtenances to them, arising out of any alleged act or omission of the indemnitor or its employees, agents or servants, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments or decrees which may be entered in them, except to the extent covered by insurance. Each will further, upon the indemnitee's request, assume and defend any action that may be brought against the indemnitee as the result of any alleged act or omission of the indemnitor or its employees, agents or servants and shall further assume and pay all associated costs and attorneys' fees which may be reasonably incurred by the indemnitee. Notwithstanding, each shall be liable for the intentional or negligent acts of its own employees and agents, except to the extent covered by insurance. Notwithstanding this paragraph, CITY does not waive its sovereign immunity.

16. **OWNERSHIP AT TERMINATION.** Except for removable fixtures, all fixtures, alterations, improvements, structures, additions and modifications of every kind now existing or later erected, installed or placed within the Premises shall, at the end of the term or earlier termination of this Agreement, for any reason, be and become the property of CITY and shall be left in good condition and repair, ordinary wear and tear excepted unless CITY at its option permits LESSEE to remove all or a portion of same. In such event LESSEE at its sole expense shall promptly remove same. LESSEE further agrees at its sole expense to promptly repair and restore all portions of the entire Premises to good condition upon such removal. A fixture is defined as an article which was a chattel, but which, by being

physically annexed or affixed to the Premises by LESSEE and incapable of being removed without structural or functional damage to the Premises, becomes a part and parcel of them. Nonfixture personalty owned by LESSEE (or by a licensee) at the expiration of the term or earlier termination of this Agreement, for any reason, shall continue to be owned by LESSEE (or the licensee), and at the time of such expiration or earlier termination, LESSEE at its option, may remove all such personalty, provided LESSEE is not then in default of any covenant or condition of this Agreement; otherwise, all property shall remain on the Premises until the damages suffered by CITY from any such default have been ascertained and compensated. Any damage to the Premises caused by the removal by LESSEE of any such personalty shall be repaired by LESSEE immediately at its expense.

17. **LOUDSPEAKERS AND SPOTLIGHTS.** LESSEE shall not at any time use or permit the use of exterior (land-based) spot lights (except lighting that is directed downward, and does not create glare toward adjacent properties or marine traffic) or loudspeakers or any device to amplify sound including, but not limited to, voice, music (live or otherwise), with the exception of the sounding of horns for navigational purposes and informational messages through the Dockmaster's office. A continuing violation of this provision shall be considered a basis for termination of this Agreement by CITY pursuant to the provisions for default as provided for herein.

18. **DEFAULT.** It is agreed that upon any default by LESSEE in keeping and performing any and all material terms and conditions of this Agreement to be kept and performed by LESSEE, CITY may, at its option, declare this Agreement terminated and may, after thirty (30) days written notice to LESSEE to cure such default, re-enter and take possession of the Premises. The power granted in this paragraph to CITY is in addition to any other rights or remedies which CITY may have under the existing laws of the State of Florida with regard to the removal of tenants, distress or other legal recourse. All rights and remedies available to CITY may be exercised concurrently or separately.

19. **NON-WAIVER.** The failure of either party to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

20. **DAMAGE TO PREMISES.** In the event the Premises or the building of which the Premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by CITY at its expense as soon as funds are available, but CITY shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by LESSEE or others pursuant to this Agreement unless the losses (less deductibles) are covered by insurance.

CITY may elect, at its sole option, not to repair or reconstruct the Premises or the facility which are a part of this Lease, and upon written notice of such election

from CITY to LESSEE the obligation of LESSEE to pay rent shall cease and this Agreement shall thereupon terminate. However, if CITY does not give notice of termination, LESSEE's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for LESSEE and its occupants in continued operation of business. In the event the demised premises are rendered only partially unsuitable for LESSEE's operations, rent abatement shall be prorated. Prorated rental shall be determined by CITY.

21. **LESSEE IMPROVEMENTS.** LESSEE shall not attach, affix or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of CITY any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith, CITY may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and, if then approved, may incorporate all or part thereof within this Agreement as attachments thereto. A writing signed by the CITY's Public Works Director, which shall include a statement of whether or not a Building Permit is required, shall constitute consent. CITY's approval will not constitute approval by any County, State or Federal Agency which may have jurisdiction over the proposed improvements.

CITY and LESSEE acknowledge that LESSEE owns pedestals and workbenches at each slip, and that each occupant has or may have one or two signs at each pedestal or workbench identifying the occupant of the adjacent slip, and other pertinent information. LESSEE shall require signage that is not gaudy or oversized, so as to present a professional appearance to the public, and may enact reasonable regulations to accomplish that requirement.

CITY shall design and install signage at the north end of the West Dock, signifying that the use of the finger pier is limited to emergency use only.

22. **TIME OF PERFORMANCE.** Time is of the essence in this Agreement and the parties agree promptly to perform, comply with and abide by all terms and conditions of this Agreement.

23. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. LESSEE's occupants shall not violate any of the requirements of this Agreement.

24. **PARAGRAPH HEADINGS.** Paragraph headings of this Agreement are for convenience of the parties, are not part of the substance of this Agreement, and shall have no effect upon the construction or interpretation of any terms, conditions or part of this Agreement.

25. **GOVERNING LAW.** This Agreement shall be construed and enforced according to the

laws of the State of Florida, notwithstanding conflict of law provisions of the State of Florida.

26. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

27. **NOTICE.** The parties to this Agreement shall be contacted and noticed at the following addresses:

CITY: Director of Public Works
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

LESSEE: Hillsboro Inlet Fishing Center, Inc.
2705 North Riverside Drive
Pompano Beach, Florida 33062

28. **REPAIRS TO VESSEL.** Any repairs to be done to vessels at the premises shall be limited to those of a minor and routine nature that do not generate excessive air, water or noise pollution.

29. **WASTEWATER.** All vessels docked at the Premises shall at all times abide by all city, state and federal regulations governing the discharge of sewage, including, but not limited to, 40 CFR Parts 3 and 4 and 33 CFR 159.7, Pages 520-521 NAVIGATION AND NAVIGABLE WATERS CHAPTER 1, COAST GUARD, DEPARTMENT OF TRANSPORTATION (CONTINUED) PART 159, MARINE SANITATION DEVICES. In the event the City at any time reasonably believes any vessel is not in compliance with same, the City shall have the right to inspect said vessel to verify compliance. LESSEE shall maintain records of all wastewater discharges and shall furnish CITY with a copy of such records upon request.

30. **RIGHT TO ENTER.** CITY may enter the office building at any time upon giving reasonable notice to the LESSEE and so long as the same does not unduly interfere with the conduct of regular business by LESSEE and its occupants. In the event of an emergency, CITY shall not be required to give notice prior to entering the office building. CITY may enter the public portions of the premises at any time.

31. **PARKING SPACES AND ADDITIONAL LANDS – LESSEE'S EXCLUSIVE USE.** There shall be available at and contiguous to the Premises 53 parking spaces for the exclusive use of LESSEE and its licensees and subtenants. At LESSEE's request, CITY may assist enforcing LESSEE's possession of those spaces, which may include issuing parking citations. LESSEE may also, at its own

expenses and risk, enter into a towing agreement with a commercial towing company. LESSEE shall be afforded use and benefit of the adjacent parking facilities on Lot 27 and additional lands described in Exhibit A.

LESSEE may designate or allow the designation of parking spaces along the Northern perimeter as reserved for the occupant. LESSEE may designate or allow the designation of other spaces in the parking area provided that the number of Handicap Spaces must not be less than required by law or ordinance. LESSEE shall establish the criteria for designating or allowing the designation of reserved spaces, but is under no obligation to designate or allow the designation of reserved spaces. No occupant may be entitled to more than two reserved spaces.

32. **SIGNAGE.** LESSEE, may, at its own expense, erect or place in a manner as it sees fit signage for the advertising of LESSEE and Lessee's licensees on the Premises, and for information regarding the Fishing Fleet and its operation, including parking management. Thereafter, LESSEE shall maintain said signage in a good state of repair, and shall repair any damage thereto, or replace them. CITY shall also lend reasonable assistance in obtaining approval of signage on the A1A right-of-way from the Florida Dept. of Transportation; and shall give reasonable approval or assistance (or both) for other signage which would help tourists and others locate and navigate to the Fishing Center's premises. Nothing in this Lease is intended to exempt LESSEE or its licensees and subtenants from the CITY's sign ordinance.

33. **SUBMERGED LAND LEASE.** City agrees to maintain for the exclusive use of LESSEE the submerged land lease at no additional cost to LESSEE as described on Exhibit B and attached hereto throughout the term of the lease subject to the approval of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. LESSEE specifically agrees to abide by the terms and conditions of the Sovereignty Submerged Land Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the City of Pompano Beach.

34. **CITY OFFICIALS.** Whenever any provision of this Lease calls for approval by CITY, unless specifically provided otherwise in this Lease, that approval shall be valid if given by CITY's Public Works Director or by CITY's City Manager.

WHEREFORE, the parties have hereunto set their hands and seals effective the day and year first above stated.

CITY OF POMPANO BEACH	HILLSBORO INLET FISHING CENTER, INC.
By: _____	By: _____
LAMAR FISHER, Mayor	JOHN CASELLI, President

By: _____
DENNIS BEACH, City Manager

Attest:

_____
MARY CHAMBERS, City Clerk [SEAL]

Approved by:

_____
GORDON B. LINN, City Attorney

EXHIBIT A ADDITIONAL LANDS

THAT PORTION OF THE SW¼ OF THE SW¼ 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 RECOREDED 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 OF 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 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 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 62 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 SOUTHEREASTERLY 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.

TOGETHER WITH

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.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

EXHIBITB SUBMERGED LAND LEASE HILLSBORO INLET MARINA

PARCEL 1

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 27 OF BLOCK 20 OR HILLSBORO SHORES, SECTION B, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 22, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY; 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 RECORED IN PLAT BOOK 17, PAGE 58 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°50'46" WA DISTANCE OF 65.0 FEET; THENCE N 50°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°15'09"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. SAID DESCRIPTION PROVIDED BY THE CITY OF POMPANO BEACH ENGINEERING DIVISION AND ARE BASED ON LAND SURVEYS BY MICHAEL D. AVIRON, DATED APRIL 16, 1987.

PARCEL 2

A PORTION OF THE INTRACOASTAL WATERWAY AS SHOWN IN PLAT BOOK 17, PAGE 58 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA LYING IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE43 SOUTH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 26 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 N25°53'21" W ALONG THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 26 A DISTANCE OF 39.67 FEET TO A POINT ON A LINE 30.00 FEET SOUTH EAST OF AND PARALLEL WITH THE RANGE 125 LINE OF THE INTRACOASTAL WATERWAY; THENCE N63°20'07" E ALONG SAID PARALLEL LINE A DISTANCE OF 72.31 FEET; THENCE S29°23'58"E A DISTANCE OF 36.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 26; THENCE S60°36'02"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.

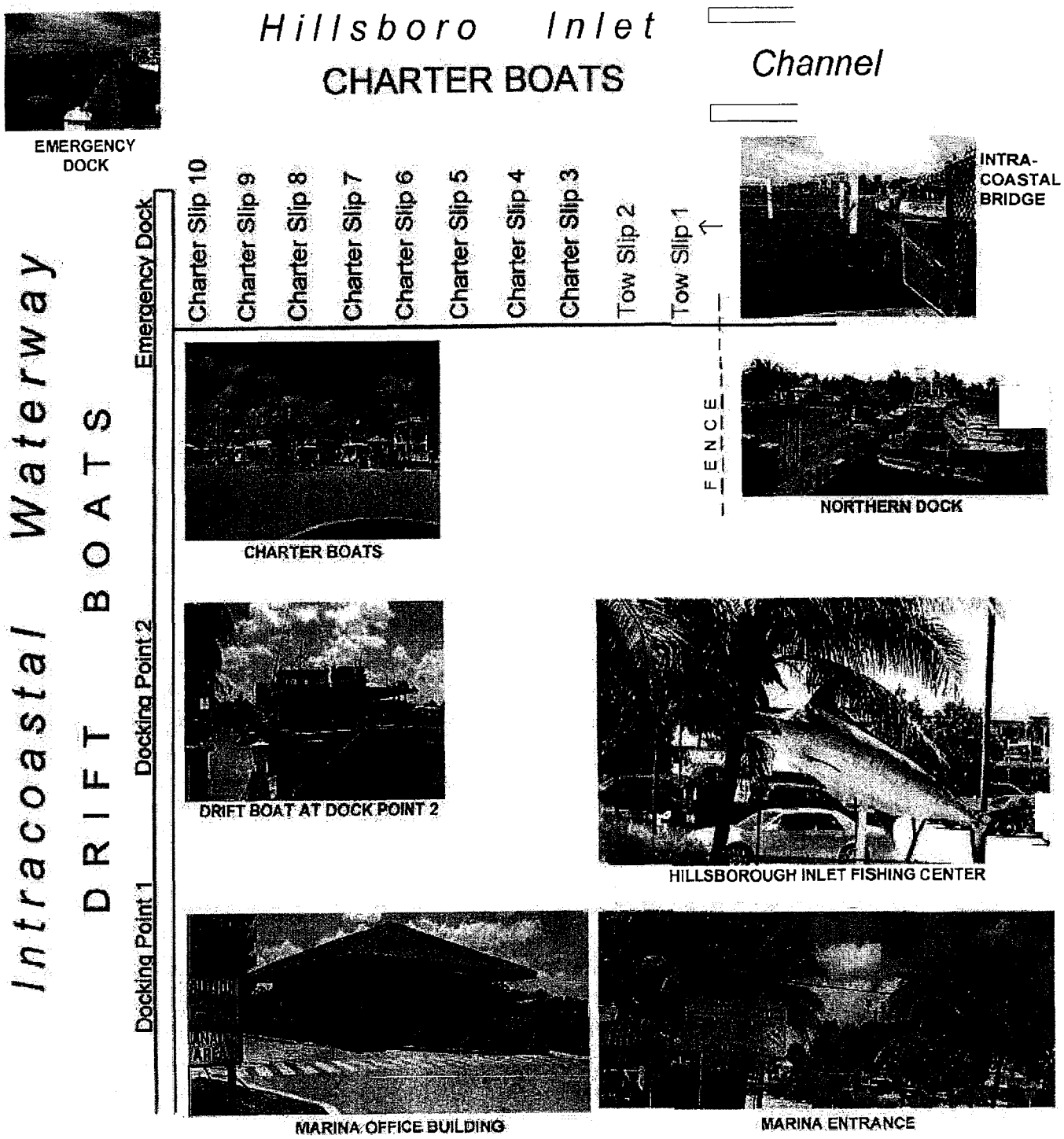

EXHIBIT C
MARINA DIAGRAM

Photos are not part of diagram, and are included solely to show current usage