

Meeting Date: 04/26/2016

Agenda Item 18

REQUESTED COMMISSION ACTION:

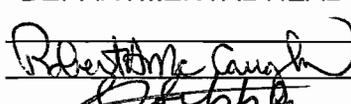
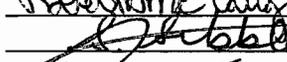
     Consent      X   Ordinance         Resolution         Consideration/Discussion         Presentation

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 SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE CITY OF POMPANO BEACH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (No Cost)

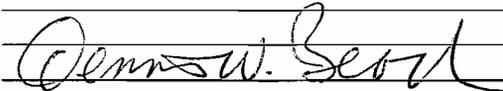
**Summary of Purpose and Why:**

The purpose of this ordinance is to renew the submerged land lease the City has with State of Florida and modify the existing terms of the lease to allow for the increased dimensions of future new pier. This lease is no cost to City as it is a fee waived lease with the pier currently earning no income. In the future, if the pier did earn income the City would be required to pay 6% of reported total direct and indirect income earned by pier. This is a 5-year lease that will expire April 1, 2021.

- (1) Origin of request for this action: State of Florida, Department of Environmental Protection
- (2) Primary staff contact: Robert McCaughan, Public Works Director      954 786-4507
- (3) Expiration of Lease: April 1, 2021
- (4) Fiscal impact and source of funding: None.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	4/14/2016	APPROVE	
Finance	4/15/16	APPROVE	
Budget	4/18/16	APPROVE	
City Attorney	4/15/16	APPROVE	

  X   City Manager



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			



**City Attorney's Communication #2016-675**  
March 23, 2016

**TO:** Robert A. McCaughan, Public Works Director

**FROM:** Jill R. Mesojedec, FRP, Paralegal

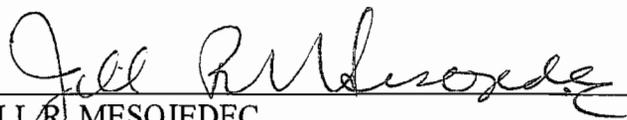
**VIA:** Mark E. Berman, City Attorney 

**RE:** Ordinance – Renew Modified Submerged Land Lease for Municipal Pier with the State of Florida

As requested in your memorandum dated March 23, 2016, Public Works Department Memorandum No. 2016-26, I have prepared and attached the following captioned ordinance:

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

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

  
JILL R. MESOJEDEC

/jrm  
l:cor/pw/2016-675

Attachment

**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 SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE CITY OF POMPANO BEACH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm  
3/23/16  
l:ord/2016-172

This Instrument Prepared By:  
Tiana D. Brown  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL  
AND MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 060129546  
PA NO. 0333632-001-JC

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

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

A parcel of sovereignty submerged land in Section 31,  
Township 48 South, Range 43 East, in Atlantic Ocean,  
Broward County, Florida, containing 43,298 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated July 13, 2015.

TO HAVE THE USE OF the hereinabove described premises from February 11, 2016, the effective date of this modified lease renewal, through April 1, 2021, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a public recreational pier that includes an observation tower, which is partially located on the leased premises, turtle friendly lighting, seating, shade structures, educational signage and bait cutting stations. The pier is to be used exclusively for passive recreation and fishing in conjunction with an upland public recreational area, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. 0333632-001-JC, dated February 11, 2016, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Page 12 of this modified lease shall be completed no later than February 11, 2021. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 12 herein. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

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

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

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

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

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

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

City of Pompano Beach, Florida  
100 W. Atlantic Boulevard, 4th Floor  
Pompano Beach, Florida 33060

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

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

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

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

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

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

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

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

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

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit any person from residing in the observation tower on either a temporary or permanent basis.

B. All permanent exterior lighting shall be maintained as depicted on the lighting drawings, tables and cut sheets approved, stamped and signed by the Florida Fish and Wildlife Commission on October 8, 2015.

C. During the operation of the pier, the Lessee shall implement and follow, at all times, the protocols established in the Sea Turtle Protection Plan approved by the State of Florida Department of Environmental Protection ("Department") on October 15, 2015. All signage required by the plan shall be installed prior to the pier's reopening, and shall be maintained in perpetuity to include replacement of faded, damaged or lost signs. Signs shall be posted in high traffic areas and made easily visible to pier patrons.

D. The Lessee shall expeditiously recover any breakaway debris, such as pier deck sections or railing, dislodged from the pier following the impact of storms. Any storm damage that occurs shall be reported to the JCP Compliance Officer, and shall be supported by photo documentation.

E. Following completion of construction, the Lessee shall provide free access on or about the pier to Department employees for the purpose of conducting compliance inspections, observations or data acquisition. Sufficient space shall be provided for the installation and maintenance of scientific instrumentation, such as those used to record tides, waves, sediment, temperature, turbidity, water quality, meteorologic, hydrologic, and hydrographic.

F. The Lessee shall allow Department staff, including engineers, access onto the pier immediately following storm events to evaluate any structural damage and/or beach and coastal erosion conditions.

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

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

Original Signature

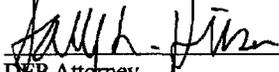
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

 \_\_\_\_\_  
DEP Attorney Date 3/21/16

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Pompano Beach, Florida (SEAL)

\_\_\_\_\_  
Original Signature

BY:

\_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Lamar Fisher  
\_\_\_\_\_  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Mayor  
\_\_\_\_\_  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Lamar Fisher as Mayor, for and on behalf of City of Pompano Beach, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

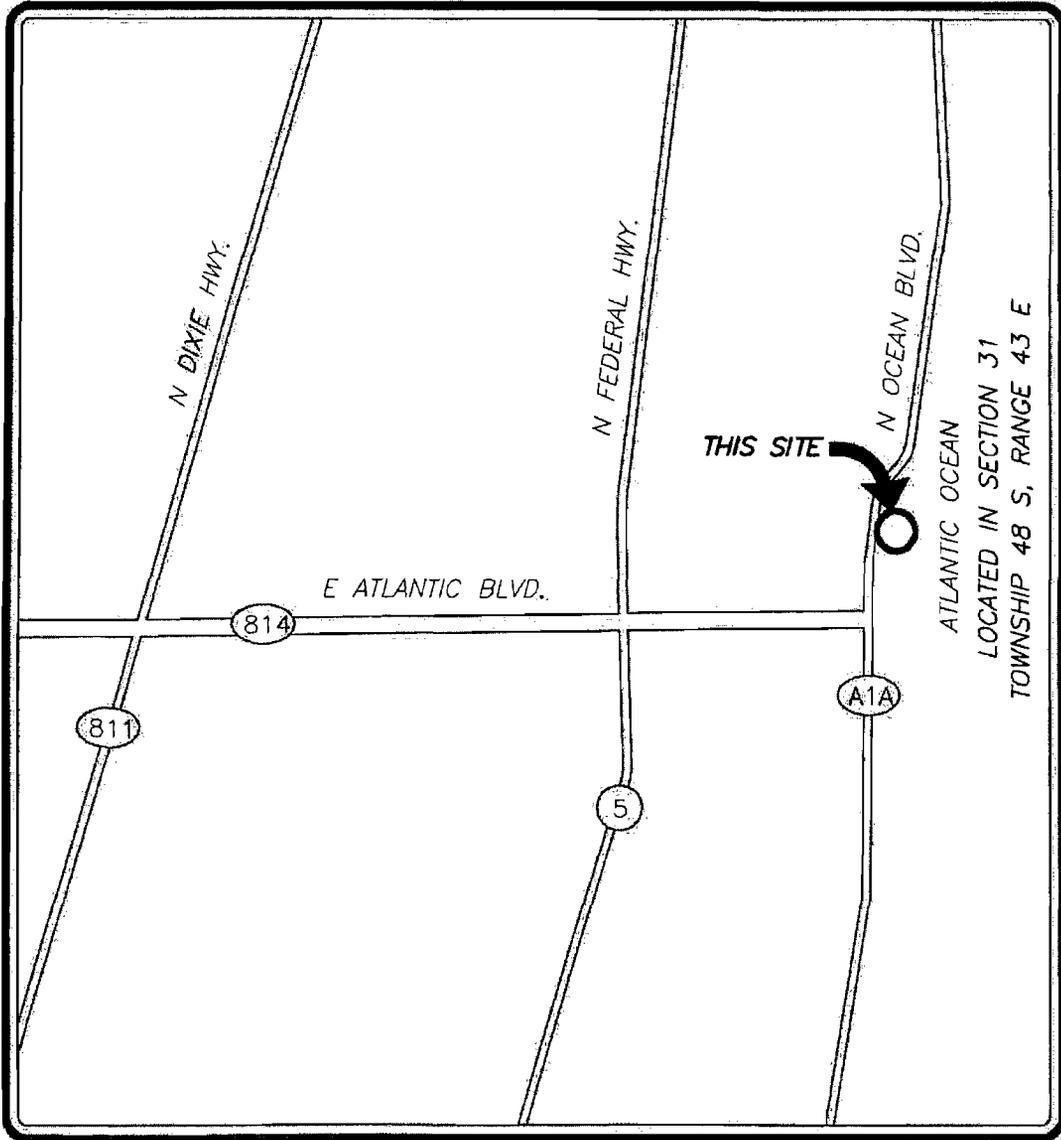
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

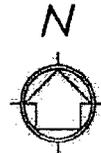


Engineering ♦ Planning ♦ Surveying ♦ Environmental  
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411  
 (866) 909-2220 phone (561) 687-1110 fax  
 CERTIFICATE OF AUTHORIZATION No. LB 7055  
 JACKSONVILLE - ORLANDO - TALLAHASSEE - TAMPA  
 www.wantmangroup.com

**THIS IS A FIELD SURVEY**  
 PREPARED FOR:  
**CITY OF POMPANO BEACH, FLORIDA**



LOCATION MAP  
 (NOT TO SCALE)



DATE:	REVISION:	BY:				
07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE 06/04/15	JOB 31411445.00
			CHECKED	DGZ	SHEET 1 OF 6	DWG 144500_Sub Pcl

K:\31411445.00 Pompano Pier\dwg\Legals\144500\_Sub Pcl.dwg Sh 1 Jul 13, 2015

# WGI

## Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental  
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411  
 (866) 909-2220 phone (561) 687-1110 fax  
 CERTIFICATE OF AUTHORIZATION No. LB 7055  
 JACKSONVILLE - ORLANDO - TALLAHASSEE - TAMPA  
 www.wantmangroup.com

### THIS IS A FIELD SURVEY

PREPARED FOR:  
**CITY OF POMPANO BEACH, FLORIDA**

#### LEGAL DESCRIPTION:

A SUBMERGED PARCEL OF LAND LYING IN THE ATLANTIC OCEAN AND BEING A PORTION OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST, LYING EAST OF THE MEAN HIGH WATER BASE LINE OF THE ATLANTIC OCEAN, AS RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID BASE LINE ALSO KNOWN AS THE EROSION CONTROL LINE AS SHOWN ON THE MISCELLANEOUS MAP OF POMPANO BEACH/LAUDERDALE-BY-THE-SEA EROSION CONTROL LINE, AS RECORDED IN MISCELLANEOUS MAP BOOK 7, PAGE 6 OF SAID RECORDS, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE PERMANENT REFERENCE MONUMENT DESIGNATED R-34 AND SHOWN ON THE MISCELLANEOUS MAP OF COASTAL CONSTRUCTION CONTROL LINE AS RECORDED IN MISCELLANEOUS MAP BOOK 6, PAGE 10 OF SAID PUBLIC RECORDS; THENCE SOUTH 56°37'18" EAST, FOR 205.53 FEET TO A POINT OF INTERSECTION WITH SAID MEAN HIGH WATER BASE LINE, SAID POINT ALSO BEING AN ANGLE POINT OF SAID BASE LINE, THE FOLLOWING TWO (2) COURSES BEING ALONG SAID BASE LINE (EROSION CONTROL LINE); THENCE NORTH 03°57'55" EAST, FOR 343.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°57'55" EAST, FOR 71.76 FEET; THENCE SOUTH 80°51'13" EAST, FOR 23.70 FEET; THENCE SOUTH 09°08'47" WEST, FOR 15.28 FEET; THENCE SOUTH 80°51'13" EAST, FOR 406.53 FEET;

(Continued on Sheet 3)

#### SURVEYOR'S NOTES:

1. THIS IS A SPECIFIC PURPOSE SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE. THE PURPOSE OF THIS SURVEY IS FOR APPROVAL OF A SUBMERGED LAND LEASE.

2. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE RUNNING NORTH FROM CONTROL POINT R-34 AS SHOWN ON BROWARD COUNTY COASTAL CONSTRUCTION CONTROL LINE, MISCELLANEOUS MAP BOOK, 6, AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY RECORDS, SAID LINE BEARS NORTH 08°53'20" EAST AND ALL OTHER BEARING RECITED HEREON ARE RELATIVE THERETO.

3. RIPARIAN RIGHTS LINES SHOWN HEREON, ARE NOT A LEGAL OR APPROVED LINES. THE CITY OF POMPANO BEACH HAS ADDITIONAL RIGHTS FURTHER NORTH AND SOUTH BUT OUTSIDE THE LIMITS OF THIS SURVEY.

4. THE COORDINATE VALUES SHOWN HEREON ARE STATE PLANE COORDINATES (TRANSVERSE MERCATOR PROJECTION), FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) 1983, (2007 ADJUSTMENT).

5. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

#### CERTIFICATION:

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

FOR THE FIRM  
 WANTMAN GROUP, INC.

BY:  DATE: 7/13/15  
 DEREK G. ZEMAN,  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 5655

DATE: 07/13/15 REVISION: REVISED PER FDEP COMMENTS BY: MRG

07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE	06/04/15	JOB	31411445.00
			CHECKED	DGZ	SHEET	2 OF 6	DWG	144500_Sub Pcl

K:\31411445.00 Pompano Pier\dwg\Legals\144500\_Sub Pcl.dwg Sh. 2 Jul 13, 2015



Engineering ♦ Planning ♦ Surveying ♦ Environmental  
 2035 VISTA PARKWAY, SUITE 100, WEST PALM BEACH, FL 33411  
 (866) 909-2220 phone (561) 687-1110 fax  
 CERTIFICATE OF AUTHORIZATION No. LB 7055  
 JACKSONVILLE - ORLANDO - TALLAHASSEE - TAMPA  
 www.wantmangroup.com

**THIS IS A FIELD SURVEY**  
 PREPARED FOR:  
**CITY OF POMPANO BEACH, FLORIDA**

(Continued from Sheet 2)

THENCE NORTH 09°08'47" EAST, FOR 9.54 FEET; THENCE SOUTH 80°51'13" EAST, FOR 61.77 FEET; THENCE SOUTH 09°08'47" WEST, FOR 9.54 FEET; THENCE SOUTH 80°51'13" EAST, FOR 304.25 FEET; THENCE SOUTH 09°08'47" WEST, FOR 98.96 FEET; THENCE NORTH 80°51'13" WEST, FOR 54.26 FEET; THENCE NORTH 35°51'13" WEST, FOR 49.50 FEET; THENCE NORTH 09°08'47" EAST, FOR 13.04 FEET; THENCE NORTH 80°51'13" WEST, FOR 214.99 FEET; THENCE SOUTH 09°08'47" WEST, FOR 9.54 FEET; THENCE NORTH 80°51'13" WEST, FOR 61.77 FEET; THENCE NORTH 09°08'47" EAST, FOR 9.54 FEET; THENCE NORTH 80°51'13" WEST, FOR 171.24 FEET; THENCE NORTH 09°08'47" EAST, FOR 10.00 FEET; THENCE NORTH 80°51'13" WEST, FOR 235.29 FEET; THENCE SOUTH 09°08'47" WEST, FOR 15.28 FEET; THENCE NORTH 80°51'13" WEST, FOR 17.22 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAIN 0.994 ACRES, MORE OR LESS.

DATE:	REVISION:	BY:						
07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE	06/04/15	JOB	31411445.00
			CHECKED	DGZ	SHEET	3 OF 6	DWG	144500_Sub Pcl

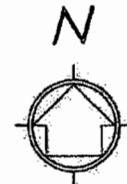
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**LEGEND:**

- BCR = Broward County Records
- FND = Found
- MMB = Miscellaneous Map Book
- MPB = Miscellaneous Plat Book
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- (P) = Per Plat
- PG = Page
- PRM = Permanent Reference Monument

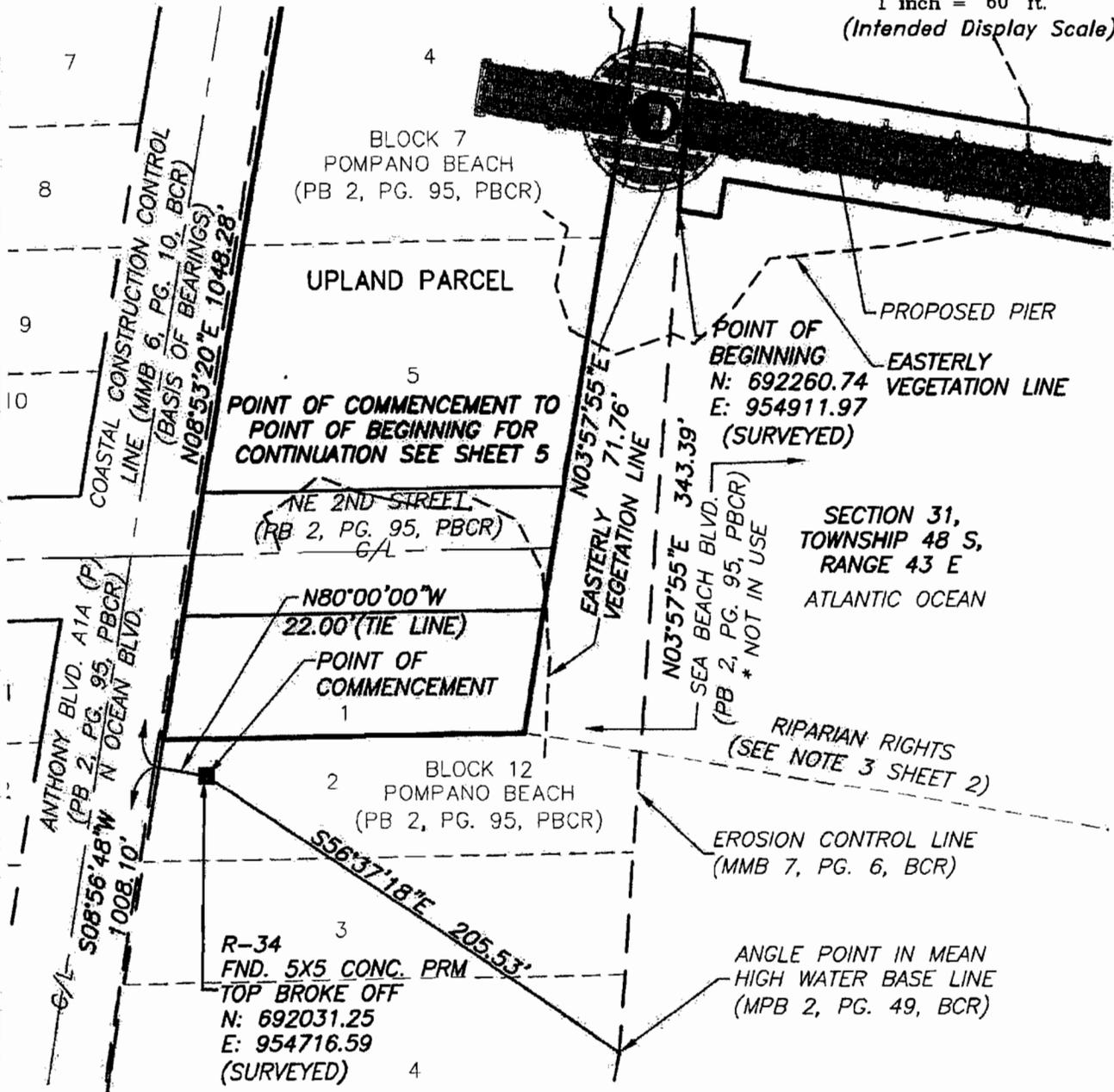


**GRAPHIC SCALE**



( IN FEET )  
 1 inch = 60 ft.  
 (Intended Display Scale)

**THIS IS A FIELD SURVEY**  
 PREPARED FOR:  
**CITY OF POMPANO BEACH, FLORIDA**



DATE:                      REVISION:                      BY:

07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE 06/04/15	JOB 31411445.00
			CHECKED	DGZ	SHEET 4 OF 6	DWG 144500_Sub Pcl

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**WGI**

**Wantman Group, Inc.**

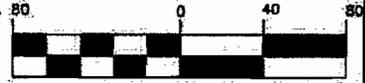
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**GRAPHIC SCALE**

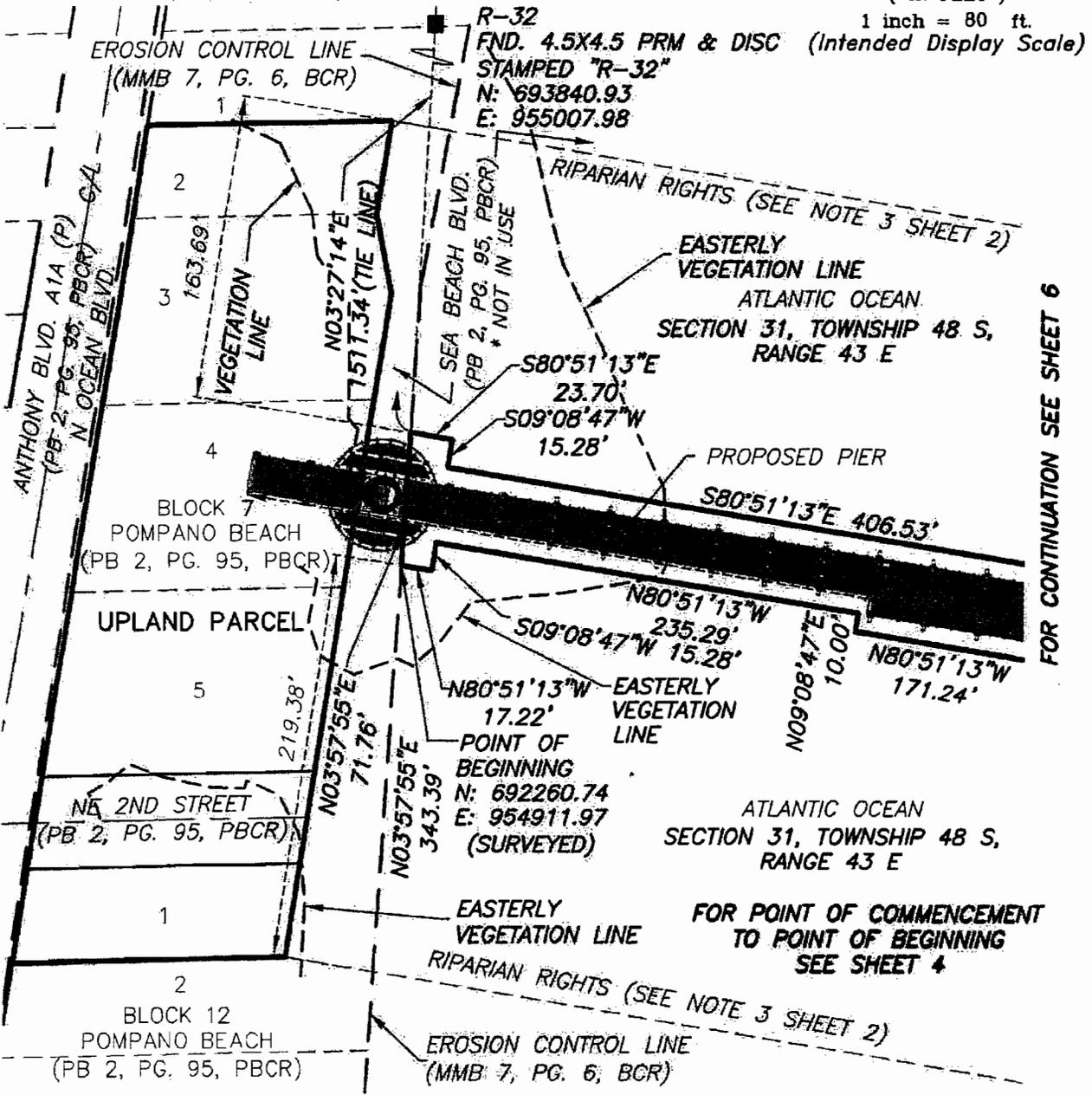


( IN FEET )

1 inch = 80 ft.

(Intended Display Scale)

**THIS IS A FIELD SURVEY**  
PREPARED FOR:  
**CITY OF POMPANO BEACH, FLORIDA**



DATE: REVISION: BY:

07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE	06/04/15	JOB	31411445.00
			CHECKED	DGZ	SHEET	5 OF 6	DWG	144500_Sub Pcl

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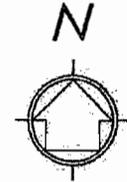
# WGI

## Wantman Group, Inc.

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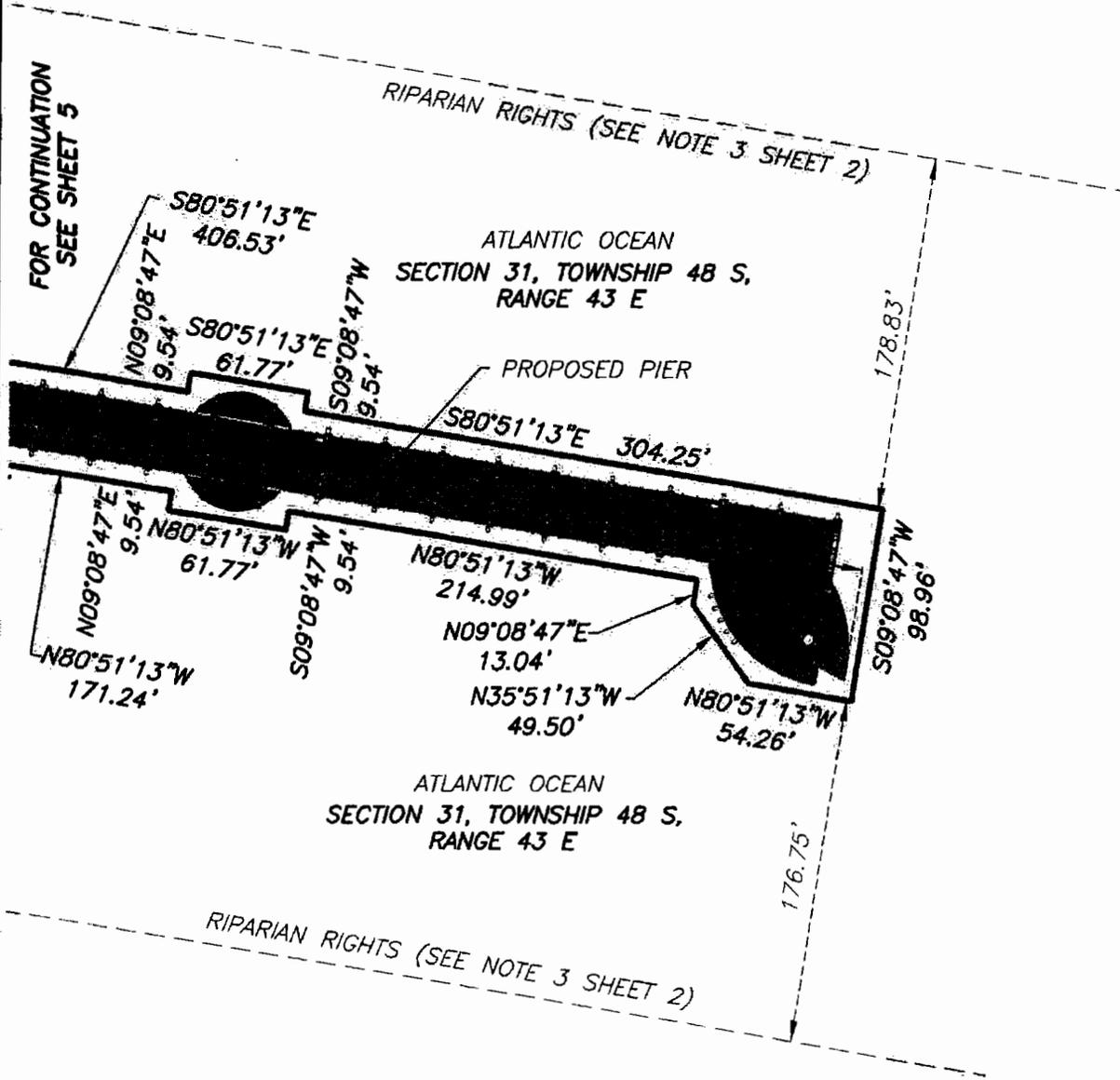


### GRAPHIC SCALE



( IN FEET )  
 1 inch = 80 ft.  
 (Intended Display Scale)

**THIS IS A FIELD SURVEY**  
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**CITY OF POMPANO BEACH, FLORIDA**



DATE: REVISION: BY:

07/13/15	REVISED PER FDEP COMMENTS	MRG	OFFICE	MRG	DATE 06/04/15	JOB 31411445.00
			CHECKED	DGZ	SHEET 6 OF 6	DWG 144500_Sub Pcl

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41 40  
97 45

454984

DEED 765 PAGE 456

WARRANTY DEED



THIS INDENTURE, Made this 5<sup>th</sup> day of December, A. D. 1951 between W. L. KESTER, a single man, of the County of Broward and State of Florida, party of the first part, and CITY OF POMPANO BEACH, a municipal corporation, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

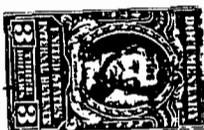
- Lots 1, 2, 4, 5, 6, 7, 8 and 9, Block 6
- Lots 4 and 5, Block 7
- Lots 3, 8 and 9, Block 11
- Lots 1, 2, 4, 5, and 6, Block 12

all being in Pompano Beach Subdivision, being a subdivision of Government Lot 2, Section 31, Township 48 South, Range 43 East, as recorded March 29, 1913 in Book 2 of Plats, Page 95, Public Records, Palm Beach County, said land lying, situate and being in Broward County, Florida.

The City covenants and agrees that the grantor herein may maintain his rental office on Lot 4 of Block 7, described above, free of all rent for a period of five years from the date hereof, at which time the grantor shall have the right to remove the existing building from said lot, and he covenants and agrees that in the event he fails to remove said building from said lot within five years from the date hereof, that said building shall revert to the grantee herein.

The above described property is conveyed subject to the following restrictions:

1. The City of Pompano Beach, as an additional consideration of the purchase price of the above described property, covenants and agrees that said property shall only be used for



municipal and public park purposes.

2. The City covenants and agrees that no buildings shall be erected by it on the above described property.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging to or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

And the said party of the first part does covenant with the said party of the second part that he is lawfully seized of the said premises, that they are free from all incumbrances and that he has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

[Signature] : W. L. Kester (SEAL)  
W. Marion Walton :

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this <sup>5th</sup> day of December, A. D. 1951, before me personally appeared W. L. Kester, a single man, to me known to be the person described in and who executed the foregoing conveyance to the City of Pompano Beach, a municipal corporation, and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Pompano Beach, in the County of Broward and State of Florida, the day and year last aforesaid.

STATE OF FLORIDA, COUNTY OF BROWARD  
This instrument filed for record 3 day  
of Mar 1952 and recorded in book 765  
of Deeds on page 456 RECORD VERIFIED.  
TLD CABOT, Clerk of the Circuit Court  
By Keith Walton D. C.

W. Marion Walton  
Notary Public, State of Florida at Large  
My commission expires Oct. 31, 1953.  
Bonded by American Surety Co. of N. Y.

1985  
This Indenture

Made this 30<sup>th</sup> day of November, A. D. 1951.

BETWEEN BENJAMIN HARRISON JAMES, JR., AND MARTHA B. JAMES, his wife

of the County of Broward and State of Florida parties of the first part and

CITY OF POMFANO BEACH, a municipal corporation

second part. WITNESSETH, that the said parties of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable considerations

to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents doth grant, bargain, sell and transfer unto the said party of the second part and its successors heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot Three (3) of Block Seven (7), Pompano Beach, a Sub. of Gov. Lot Two (2), Section Thirty-one (31), Township Forty-eight (48) South, Range Forty-three (43) East, recorded in Plat Book Two (2), page Ninety-five (95), Palm Beach County Records.



TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: TO HAVE AND TO HOLD the same in fee simple forever. And the said parties of the first part covenants with the said party of the second part that they are lawfully seized of the said premises that they are free from all encumbrances and that they good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part ha ve hereunto set their hands and seal s the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Handwritten signatures of Benjamin Harrison James, Jr. and Martha B. James, Jr. with (SEAL) markings.

STATE OF FLORIDA, COUNTY OF BROWARD

This instrument filed for record 3 day of Mar 1952 and recorded in book 765 of Deed on page 458

State of Broward

TED CABOT, Clerk of the Circuit Court

I HEREBY CERTIFY, That on this 30 day of November, A. D. 19 51, before me personally appeared BENJAMIN HARRISON JAMES, JR. AND MARTHA B. JAMES, his wife

to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Pompano Beach in the County of Broward and State of Florida the day and year last aforesaid.

Handwritten signature of Notary Public with (SEAL) marking.

My commission expires: Notary Public, State of Florida at large My commission expires Sept. 19, 1954. Bonded by American Surety Co. of N. Y.