THIS INSTRUMENT PREPARED BY

AND TO BE RETURNED TO:

Thomas J. Ansbro, Esquire

City of Dania Beach, Florida

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

**THIRD AMENDMENT TO TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT EXISTING BETWEEN CITY OF DANIA BEACH, FLORIDA AND**

**BROWARD COLLEGE**

This is an Amendment (the “Amendment”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_, to the Lease and License Agreement (the “Agreement”), which Agreement is dated June 28, 2000 and presently exists between the City of Dania Beach, Florida, a municipal corporation (the “City”) and Broward College (“BC”), formerly known as “Broward Community College”. A copy of the Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Amendment by this reference.

The First Amendment pertained to the provision of water services to the new facility to then be constructed by BC on the leased premises, and it is dated March 28, 2002. A copy is attached as Exhibit “B”, and it is made a part of and is incorporated into this Amendment by this reference.

The Second Amendment pertained to the provision of sanitary sewer service, other underground facilities as needed by BC, Florida Power & Light Company, and other providers in connection with the facilities authorized to be constructed by BC, and it is dated June 25, 2002. A copy is attached as Exhibit “C”, and it is made a part of and is incorporated into this Amendment by this reference.

The City and BC wish to further amend the Agreement.

In consideration of the mutual covenants, terms and conditions contained in the Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. Subparagraph (f) of Paragraph 25 of the Agreement, entitled “City Warranties”, is amended to delete the following language:
2. “Fishing will be allowed but only from the banks of the Lake”.

1. All other terms and conditions of the Agreement, except as amended by this Amendment, shall remain in full force and effect.
2. In the event of any conflict between any provision of the Agreement and any provision of this Amendment, the parties agree that the provisions of this Amendment are controlling.

**IN WITNESS OF THE FOREGOING,** the parties have set their hand and seal the day and year first above written.

**CITY:**

**CITY OF DANIA BEACH, FLORIDA,**

**a Municipal corporation.**

ATTEST:

LOUISE STILSON, CMC MARCO A. SALVINO, SR.

CITY CLERK MAYOR

APPROVED AS TO LEGAL FORM:

THOMAS J. ANSBRO

CITY ATTORNEY

**THE REMAINING PORTION OF THIS PAGE**

**WAS INTENTIONALLY LEFT BLANK**

Signed, sealed and delivered **BROWARD COLLEGE**

in the presence of:

Signature of Witness Signature

**PRINT** Name of Witness **PRINT** Name

Signature of Witness Title

**PRINT** Name of Witness

STATE OF FLORIDA )

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

The foregoing instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of BROWARD COLLEGE, on behalf of the entity. He/she is personally known to me or has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as identification.

Notary Public

PRINT Name of Notary Public

My Commission Expires: