

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas J. Ansbro, Esq.
**WEISS SEROTA HELFMAN
PASTORIZA & GUEDES, P.A.**
3107 Stirling Rd., Suite 300
Ft. Lauderdale, FL 33312
(954) 763-4242

**SECOND AMENDMENT TO "TIGERTAIL LAKE LEASE AND LICENSE
AGREEMENT" EXISTING BETWEEN CITY OF DANIA BEACH AND
BROWARD COMMUNITY COLLEGE**

This is a Second Amendment to the Lease and License Agreement (the "Agreement") identified above ("the Second Amendment"), which Second Amendment is entered into on JUNE 25, 2002. The Agreement presently exists between the City of Dania Beach, Florida, a municipal corporation (the "City") and Broward Community College ("BCC"). The Agreement is dated June 28, 2000. The first Amendment pertained to the provision of water services to the new facility to be constructed on the premises.

The City and BCC wish to further amend the Agreement, due to a request received by the City from BCC, pertaining to the provision of sewer service and other underground facilities as may be needed (such as subsurface electrical lines) by BCC from Broward County, Florida, Florida Power & Light Company and other utility providers. The City authorized execution of this Second Amendment pursuant to an ordinance, adopted on May 28, 2002.

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

1. Paragraph 10 of the Agreement, which paragraph is entitled "Utilities", is further amended to add the following new provision:

City also authorizes the District Board of Trustees of BCC ("Board") to execute documents, with full authority of the City to do so, to allow for the provision of sanitary sewer service, stormwater service or both, in connection with the facilities authorized to be constructed by BCC, as provided in paragraph 4 of this Agreement. City also authorizes such Board or City Officials, if required by the utility provider to grant and execute a utility easement to Florida Power and Light Company ("FPL") for subsurface utility lines to service such facilities. Such subsurface easement shall be non-exclusive in order that other utilities can use it to provide other utility services to the facilities. A copy of the legal

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description and sketch of such easement area is attached and incorporated by this reference.

2. All other terms and conditions of the Agreement, except as amended by this Second Amendment and the first Amendment, shall remain in full force and effect.

3. In the event of any conflict between any provision of the Agreement and any provision in this Amendment, the parties agree that the provisions of this Amendment are controlling.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF DANIA BEACH, FLORIDA

ATTEST: 6/7/07

BY: [Signature]
Mayor - Commissioner

BY: [Signature]
Charlene Johnson, City Clerk

BY: [Signature]
Ivan Patø, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

BY: [Signature]
Thomas J. Ansbro, City Attorney

Signed, sealed and delivered in the presence of:

BROWARD COMMUNITY COLLEGE

BY: [Signature]
Witness

BY: WILLIS HOLCOMBE
(Print or Type Name)

Joyce WARDEN
Print Name

[Signature]
(Signature)

By: [Signature]
Witness

AS ITS: PRESIDENT
(Title)

[Signature]
Print Name

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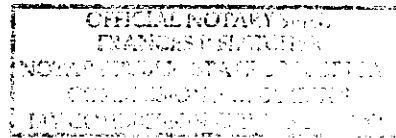
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on July 25,
2002, by Willis Holcombe, as its President on behalf of
Broward Community College. _____ is personally known to me or has produced
_____ as identification and did (did not) take an oath.

(NOTARY SEAL)

Francis P. Steinhilber

My Commission Expires:



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ENCLOSURE 2

ORDINANCE NO. 2000-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION OF A LEASE AND LICENSE AGREEMENT BETWEEN THE CITY AND BROWARD COMMUNITY COLLEGE ("BCC"), PERTAINING TO A PARCEL OF LAND LOCATED WITHIN THE AREA KNOWN AS TIGERTAIL LAKE PARK, INCLUDING A LICENSE FOR NON-EXCLUSIVE USE OF THE LAKE WITHIN TIGERTAIL PARK ("LAKE") MORE PARTICULARLY DESCRIBED IN THE LEASE; AUTHORIZING AND DIRECTING THE EXECUTION OF THE LEASE AND LICENSING AGREEMENT BY THE APPROPRIATE CITY OFFICIALS; PROVIDING FOR CONFLICTS; PROVIDING A SEVERANCE CLAUSE; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. That that certain Lease and License Agreement between the City of Dania Beach, as Landlord, and Broward Community College, a Florida corporation, as Tenant, and covering a parcel of land located within Tigertail Lake Park, including a license for the non-exclusive use of the lake within Tigertail Park and more particularly described in the Lease and License Agreement, an unexecuted copy of which is attached and made a part of this ordinance as Exhibit "A", is approved.

Section 2. That the Mayor is authorized and directed to execute the Lease and License Agreement between the City of Dania Beach, as Landlord, and Broward Community College.

Section 3. If any section, clause, sentence or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 5. This ordinance shall take effect immediately at the time of its passage.

PASSED AND ADOPTED on first reading on this 13th day of June, 2000.

EXHIBIT "A"

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PASSED AND ADOPTED on second reading on this 27th day of June, 2000.

C.K. McElyea
C.K. MCELYEA
MAYOR - COMMISSIONER

ATTEST:

Sheryl Chapman
SHERYL CHAPMAN
ACTING CITY CLERK

ROLL CALL:

MAYOR McELYEA - YES
VICE-MAYOR BERTINO- YES
COMMISSIONER ETLING - YES
COMMISSIONER MIKES- YES

APPROVED AS TO FORM AND CORRECTNESS:

BY: *T.J. Ansbro*
THOMAS J. ANSBRO
CITY ATTORNEY

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TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT

THIS TIGERTAIL LAKE LEASE AND LICENSE AGREEMENT ("Lease") made and entered into this 28th day of June, 2000, by and between CITY OF DANIA BEACH, a Florida municipal corporation, hereinafter referred to as the "City" and BROWARD COMMUNITY COLLEGE, hereinafter referred to as "BCC".

WITNESSETH:

WHEREAS, the City presently owns and operates the property known as Tigertail Lake Park for the benefit of the citizens of Broward County, Florida, which is more particularly described in Exhibit "A" attached hereto ("Tigertail Park"); and

WHEREAS, the City acquired Tigertail Park from Broward County under an agreement and quit claim deed dated June 29, 1993, subject to certain restrictions contained therein and subject to an existing lease between Broward County and BCC dated July 12, 1983; and

WHEREAS, BCC and the City desire to enter into a new long term lease for a parcel of land located within Tigertail Lake and a license for the non-exclusive use of the lake within Tigertail Park ("Lake");

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do hereby consent and agree as follows:

1. Leased Premises: City hereby leases to BCC the real property more particularly described in and attached as Exhibit "A" ("Leased Premises"), pursuant to terms and conditions hereof.
2. License: City hereby grants to BCC the non-exclusive license to use all of the Lake.
3. Ingress and Egress: The City also grants to BCC the non-exclusive rights of ingress and egress from Anglers Avenue to the Leased Premises along roads and sidewalk designated by City as public thoroughfares in and around Tigertail Park as well as the non-exclusive rights of ingress and egress to and from the Lake from the surrounding shore of the Lake to conduct its activities and for purposes of maintaining the Lake.
4. Construction of Conference Building, Boathouse and Other Auxiliary Facilities: BCC agrees to design and construct on the Leased Premises a conference building, a boathouse and storage building, parking lot and other auxiliary facilities that support the instructional, recreational and community related activities available to BCC students, faculty and staff as well as the general public. All construction shall comply with the following conditions:

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(a) Construction of the improvements shall conform to the State Uniform Building Code for Public Educational Facilities Construction promulgated pursuant to Florida Statutes Section 235.26 and amendments thereto as well as by any other governmental authority having jurisdiction over the nature and content of the improvements to be constructed upon the Leased Premises and BCC shall obtain all necessary approvals and permits required by applicable governmental authorities. However, notwithstanding the foregoing, site plan elements (signs, parking, elevations, landscaping, etc.) shall be subject to approval by City for the improvements to be constructed as well as future improvements, if any.

(b) After commencement of construction, BCC agrees to carry such construction through continuously and with due diligence through completion in accordance with the plans and specifications approved by the appropriate governmental authorities.

City grants to BCC a non-exclusive easement over, under, on and through that portion of Tigertail Park previously designated as Utility Easement and described in attached Exhibit "C" for BCC to install, construct, operate, use, maintain and repair and replace electric service, drainage improvements and irrigation improvements to serve the Leased Premises.

5. Use of Leased Premises and Lake: BCC shall only use the Leased Premises for instructional, recreational and community related activities and programs available to BCC students, faculty and staff as well as the general public. The Leased Premises shall be under the sole control of BCC during the term of this Lease; however, BCC shall only have non-exclusive use of the Lake. The City shall give BCC notice of any permits granted by the City to third parties to use the Lake. The City shall retain the use of the Lake and the right to grant other licenses to use the Lake so long as such other licenses do not unreasonably interfere with the use of the Lake by BCC. BCC agrees not to use the Leased Premises for any other purpose than those set forth above without the prior written consent of City.

6. Term: This Lease shall be for a term of forty (40) years commencing July 1, 2000 and terminating on such date forty (40) years thereafter. Subject to the terms and conditions contained herein, the parties hereto shall have the right to mutually agree for an extension of this Lease or terms and conditions as are deemed appropriate.

7. Rent: In lieu of rent and as part of the consideration hereof, BCC agrees to provide a college level watersports program readily available to the citizens of the City utilizing the facilities to be constructed in accordance with Paragraph 4 above and to staff watersports programs for regularly scheduled community service sailing, canoeing and wind surfing classes for City adult residents. These classes will continue to be offered to all Broward residents and shall be scheduled several times during each week of classes. Also, the BCC facilities shall be available to various community groups and public service organizations on a regular scheduling basis as reasonably determined by BCC.

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8. Further Consideration: As further consideration for the granting of this Lease and license, BCC agrees to convey at the time of the execution of this Lease all of its right, title and interest in and to the existing building previously constructed or used by BCC and located at the southeast corner of the Lake. BCC shall also allow public parking in the parking facilities of BCC within the Leased Premises for those using the Lake facilities or other facilities of City around the Lake on a space available basis. Further, BCC agrees to charge the same fees for any resident of City as it charges to BCC students for any of its programs or activities open to the public or otherwise available to City residents.

9. Net Lease: Except as otherwise provided in this Lease, this Lease is an absolute net lease and BCC hereby assumes and agrees to pay and perform all payments, expenses, duties and obligations in relation to the Leased Premises, the improvements thereon or to be constructed and appurtenances thereto, and the use, maintenance and operation thereof, whether such duties and obligations would otherwise be construed to be those of City or BCC, so that no matter from what source arising, if anything shall be required to be done in, upon or about the Leased Premises, the improvements thereon or to be constructed thereon or appurtenances thereto, the same shall be done and fulfilled at the sole expense and responsibility of BCC, without any expense, liability or obligation whatsoever to or on the City, except for such obligations as are expressly assumed by City herein, if any.

10. Utilities: BCC covenants that it will promptly pay for all gas, water, electricity, trash and sewage disposal, and all other utilities used in connection with the Leased Premises during the term of this Lease.

11. Taxes: Throughout the term of this Lease, in the event any real estate taxes or other charges or assessments are levied against the Leased Premises or the leasehold by any governmental authority, BCC agrees to pay same prior to any said taxes or assessments become delinquent and shall provide evidence of payment of same to City.

12. Equipment: BCC agrees to provide all necessary equipment needed for its programs and such equipment shall at all times remain the property of BCC. BCC agrees to insure said equipment for fire, theft, vandalism and liability as a result of personal injury caused by said equipment.

13. Maintenance and Repairs of Leased Premises: The Leased Premises, all improvements, now or hereafter existing on the Leased Premises, both exterior and interior, and equipment located thereon, shall at all times be maintained in good, serviceable, neat, clean and presentable condition, all at the expense of BCC, it being an express condition of this Lease that the same be kept in an attractive manner at all times.

14. Maintenance of Lake: During the term of this Lease, BCC will provide the necessary aquatic weed control and maintenance of Lake and its banks. The City will pay one-half the cost of such control and maintenance. BCC will also maintain and repair any existing fencing.

15. Maintenance and Repair by City: City will continue to provide grounds maintenance for Tigertail Park except for the Lake, the Leased Premises or as otherwise is specifically the obligation of BCC under the terms of this Lease. City agrees not to plant any trees on the southern and eastern banks of the Lake if such plantings would significantly interfere with the prevailing winds and consequently, with sailing activities on the Lake.

16. Insurance:

BCC agrees to provide public liability insurance on the structure and surrounding area. BCC accepts responsibility for all participants in BCC's watersports program and related activities including students, community service students, visitors, guests and community groups utilizing BCC's facilities and activities. BCC as a self-insured State supported entity, will provide self-insurance coverage in the amount of \$100,000.00/\$200,000.00.

17. Security: BCC reserves the right to fence the Leased Premises and otherwise provide for the security of any buildings and personal property located on the Leased Premises. BCC shall have the right to promulgate reasonable rules for those participating in its programs and utilizing the Leased Premises and the Lake.

18. Construction Liens: BCC shall not suffer, create or permit any construction liens or other liens to be filed against the Leased Premises or the Lake by reason of any work, labor, service or materials supplied or claimed to have been supplied to BCC. BCC shall comply with all bonding requirements (including the obligation for replacement surety bond if necessary) and construction laws for public entities, including but not limited to, proper payments and dispute resolution procedures under Chapter 218 of the Florida Statutes. BCC shall indemnify City against all claims from whatever source from all lienors or other claimants for any work, labor, service or materials supplied or claimed to have been supplied to BCC. Further, the parties acknowledge that as public entities under the current construction law statute of Florida, City is not subject to the filing of construction liens; however, in the event during the term of this Lease that such law changes, BCC will continue to indemnify City to the extent permitted by law against all costs, liabilities, suits, penalties, claims and demands including reasonable attorneys' fees resulting from the filing of a construction lien; and in the event such a lien is filed, BCC shall, within thirty (30) days after notice to BCC of the filing thereof, cause any such lien to be discharged of record or transferred to bond.

19. As Is: By the execution of this Lease, BCC is hereby accepting the Leased Premises and the Lake in "as is" condition with all faults and BCC acknowledges that City makes no warranties or representations that the Leased Premises or the Lake are fit for the purposes desired by BCC.

20. Default: Failure of BCC to comply with any of the covenants and conditions of this Lease shall constitute a default and City may, at its option, terminate this Lease after sixty (60) days notice in writing, unless the default is cured within the notice period; or in the event such default cannot be cured within such period of time and BCC shall commence to cure same within the notice period and thereafter diligently pursue the cure of the default to conclusion. Additionally, the

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happening of any of the following events shall constitute a default by BCC and should they occur, this Lease shall automatically terminate:

(a) Abandonment of the Leased Premises or discontinuation of operation of its aquatic programs at the Leased Premises and the Lake (other than discontinuation of operations involving normal hours of closing, seasonal closings or closings resulting from the necessity to repair or rebuild), or

(b) Filing by BCC of any bankruptcy proceedings, plan or arrangement, reorganization or any other proceeding under the Bankruptcy Act or other available statutes from which BCC cannot secure a discharge within sixty (60) days.

21. Assignment and Subletting: BCC agrees that this Lease shall not be assigned nor the Leased Premises sublet without the prior written consent of City except BCC may grant temporary licenses to use the building on a function by function basis.

22. Indemnification and Governmental Immunity: BCC is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents and employees to the extent permitted by law. In addition, to the extent permitted by law, BCC shall indemnify, hold harmless and, at City's option, defend City, its officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, expenses caused by the negligent acts or omissions of BCC, its employees, agents, servants or officers occurring, resulting from, or related to the subject matter of this Lease, including, without limitation, any and all claims, demands or causes of action of any nature whatsoever, resulting from injuries or damage sustained by any persons or property.

23. Use and Enjoyment: BCC, in the use and enjoyment of the Leased Premises and the Lake, shall comply with all governmental regulations, statutes, ordinances, rules and directives of the federal, state, county and municipal governments which have jurisdiction over (i) the Leased Premises and the Lake and (ii) the business or activities being conducted thereon.

24. BCC Warranties: BCC represents, warrants and covenants with City that:

(a) BCC and its representatives executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease.

(b) Neither the execution or delivery of this Lease, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which BCC is a party of by which it is bound, or constitute or will constitute a

default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) BCC and any officers executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease. BCC is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(d) Except for gasoline used as a fuel in its watercraft, BCC, its officers, agents or employees have not used, discharged or stored and will not use, discharge or store, any hazardous or toxic materials on or about the Leased Premises or the Lake and BCC has received no written notice with respect to hazardous waste or toxic substances on or under the Leased Premises or the Lake. To the best of BCC's knowledge, no such toxic or hazardous materials are now located on or below the Leased Premises or the Lake.

(e) That this Lease and all other documents to be executed and delivered by BCC in connection with the consummation of this Lease are valid, binding and enforceable in accordance with their respective terms and conditions.

25. City Warranties:

(a) City and its representatives executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease.

(b) Neither the execution or delivery of this Lease, nor fulfillment of or compliance with the terms of conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which City is a party of by which it is bound, or constitute or will constitute a default under any of the foregoing, or result or will result in the creation of a lien, claim, charge or encumbrance.

(c) City and any officers executing this Lease have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Lease and have taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Lease. City is not now the subject of a pending, threatened, or contemplated bankruptcy proceeding.

(d) That City, its officers, agents or employees have not used, discharged or stored and will not use, discharge or store, any hazardous or toxic materials on or

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about the Lease Premises or the Lake and City has received no written notice with respect to hazardous waste or toxic substances on or under the Leased Premises or the Lake. To the best of City's knowledge, no such toxic or hazardous materials are now located on or below the Leased Premises or the Lake.

(e) That this Lease and all other documents to be executed and delivered by City in connection with the consummation of this Lease are valid, binding and enforceable in accordance with their respective terms and conditions.

(f) City represents that during the term of this Lease it will not conduct or allow any boating or other watersports on the Lake except for the aquatic programs of BCC. Fishing will be allowed but only from the banks of the Lake.

26. Prior Agreements: This Lease supersedes and replaces that certain Tigertail Lake Agreement dated July 12, 1983 by and between Broward County and BCC.

27. Further Conditions: BCC acknowledges and agrees that this Lease is subject to the terms and conditions of that certain agreement between Broward County and City providing for transfer of real and personal property within Tigertail Park to City dated June 29, 1993; and in particular, Articles 5 and 6 of said agreement. This Lease is also subject to the restrictions contained in that certain quit claim deed from Broward County to City recorded in Official Records Book 20929, Page 662, Public Records of Broward County, Florida.

28. Notices: In the event any notices are to be delivered hereunder, said notice shall be effective upon receipt, if hand delivered or sent by overnight, commercial courier, or upon posting in the United States Mail, certified mail, return receipt requested addressed to the parties as follows:

As to City: Michael Smith, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

With Copy to: Thomas Ansbro, City Attorney
City of Dania Beach
Weiss, Serota, Helfman, Pastoriza
& Guedes, P.A.
1132 S.E. 2nd Avenue
Fort Lauderdale, FL 33316

As to BCC: Broward Community College
Mr. Tony Stallworth
225 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

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With Copy to:

John Latona, Esq.
College Attorney
Broward Community College
Downtown Center
225 East Las Olas Boulevard
Fort Lauderdale, FL 33301

29. Attorneys' Fees: In the event of any dispute which may arise concerning the terms or conditions of this Lease, the prevailing party in such dispute shall be entitled to recover all reasonable costs and expenses or such dispute, including, without limitation, its reasonable attorneys' fees and costs incurred through all levels of appellate litigation.

30. Entry on to the Leased Premises: City or any of its authorized agents or employees shall have the right to enter upon the Leased Premises during reasonable hours to inspect same for any reason or in order to make inquiry with respect to or ascertain whether BCC is complying with the terms of this Lease. In exercising its rights to inspect as provided for herein, City agrees that such right of inspection shall be conducted so as not to interfere with BCC's occupancy of the Leased Premises or any business being conducted by BCC thereon.

31. Rights are Cumulative: The rights of the parties hereunder shall be cumulative and shall be in addition to rights as otherwise provided by the statutes of the State of Florida. Failure on the part of any party to exercise promptly any rights afforded it by said laws shall not operate to forfeit such rights.

32. Successors and Assigns: This Lease shall be binding upon the parties hereto, their successors and assigns.

33. Eminent Domain: If, at any time during the term of this Lease the legal title to the Leased Premises or the improvements located thereon or any portion thereof be taken, appropriated, or condemned by reason of eminent domain, there shall be such division of the proceeds of award in such condemnation proceeding and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances. If the City and BCC are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within sixty (60) days after such award shall have been made, then the matters in dispute shall be by appropriate proceedings submitted to a court having jurisdiction of such matters and such controversy for its decision and the determination of such matters in dispute. If the legal title to the entire Leased Premises be wholly taken by condemnation proceedings, this Lease shall be automatically canceled. In general, it is the intent of this paragraph that upon condemnation the parties thereto shall share in the award to the extent that their respective interests are destroyed, damaged or depreciated by the exercise of the right of eminent domain.

34. Surrender of Leased Premises: BCC shall quietly and peaceably deliver the Leased Premises to City at the termination of this Lease in as good a condition as originally received,

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ordinary wear and tear expected, and subject to the repair and maintenance obligations as provided in this Lease. Any and all improvements, alterations, additions made by BCC at any time, including the original construction of the buildings, shall immediately be and remain a part of the Leased Premises and upon termination of this Lease, shall become the property of City without the necessity of City paying compensation therefor.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on this 28th day of June, 2000.

CITY:

CITY OF DANIA BEACH,
a Florida municipal corporation

ATTEST:

Sheryl Chapman
SHERYL CHAPMAN
ACTING CITY CLERK

[Signature]
For C.K. McELYEA
MAYOR/COMMISSIONER

[Signature]
MICHAEL W. SMITH, CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

BY: *[Signature]*
THOMAS J. ANSBRO
CITY ATTORNEY

[Signature]
College Attorney

BROWARD COMMUNITY COLLEGE

[Signature]
Chairperson, District Board of Trustees

WITNESSES:

Joyce Warden

[Signature]
President, Broward Community College

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ENCLOSURE 3

LEGAL DESCRIPTION

Portions of Lots 10 through 14, 21 through 23, 60 through 67 inclusive and all of Lots 15 through 20 inclusive, Block 10, and portions of Lots 9, 10 and 17 and all of Lots 11 through 16 inclusive, Block 11, together with rights-of-way lying adjacent to the above mentioned Lots, "HIGHLAND PARK UNIT NO. 2", according to the plat thereof, as recorded in Plat Book 12, Page 29, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 33, Township 50 South, Range 42 East, said point also being the Northwest corner of said Plat;

THENCE South 00°00'00" West on the West line of said Section 33, a distance of 795.96 feet;

THENCE South 90°00'00" East, 398.00 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve, concave to the Northwest, having a radial bearing of South 27°24'09" East from the radius point of the next described curve;

THENCE Northeasterly along the back of an existing concrete walk and on the arc of said curve, having a radius of 446.00 feet, a central angle of 28°19'30" and an arc distance of 220.49 feet;

THENCE South 81°43'45" East, 251.50 feet to a point on the existing railroad right-of-way line of C.S.X. Railroad as shown on Craven Thompson & Associates Inc. drawing, Project No. 89-0050, dated 11-13-95,

THENCE South 08°32'11" West on said right-of-way line, 383.63 feet;

THENCE North 63°55'08" West, 395.94 feet;

THENCE North 00°13'40" East, 96.69 feet to the POINT OF BEGINNING.

Said lands situate, lying, and being in the City of Dania, Broward County, Florida and containing 111,314 square feet (2.5554 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the surveyor for rights-of-way, easements, ownership, or other instruments of record.
3. Bearings shown hereon are relative to the West line of Section 33, Township 50 South, Range 42 East having an assumed bearing of South 00°00'00" W.
4. This sketch does not constitute a survey.

Perk J. Adacosta
 Perk J. Adacosta
 Professional Surveyor and Mapper No. 4328
 State of Florida

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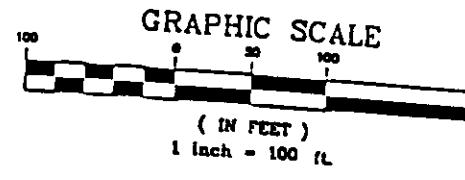
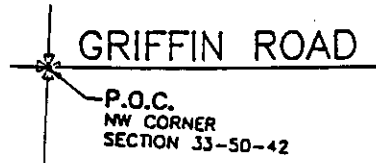
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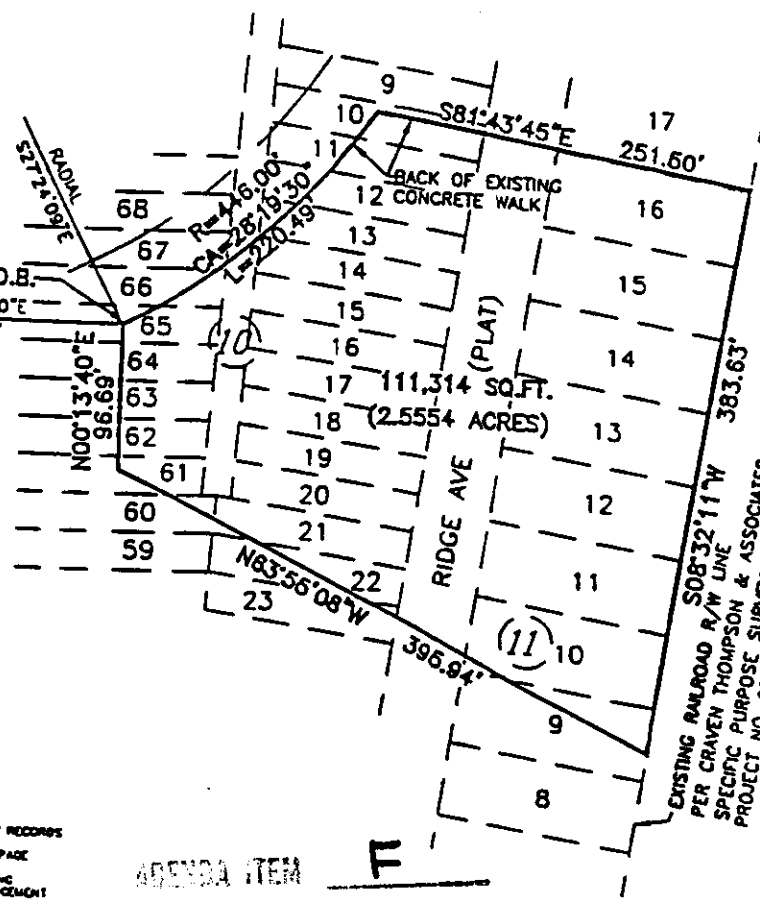
Prepared by
 CALVIN, GIORDANO AND ASSOCIATES, INC
 Two Oakwood Blvd., Suite 120
 Hollywood, Florida 33020
 November 17, 1998
 Revised November 19, 1998
 P:\Project\971826\SURVEY\LEGAL DESCRIPTIONS\PL LGL.DOC

SKETCH OF DESCRIPTION

PORTIONS OF LOTS 10-14, 21-23, 60-67 INCLUSIVE AND ALL OF LOTS 15-20 INCLUSIVE, BLOCK 10, AND PORTION OF LOTS 9, 10 & 17 AND ALL OF LOTS 11-16 INCLUSIVE, BLOCK 11 TOGETHER WITH ADJOINING RIGHTS-OF-WAYS, "HIGHLAND PARK UNIT NO. 2", PLAT BOOK 12, PAGE 29, BROWARD COUNTY RECORDS CITY OF DANIA, BROWARD COUNTY, FLORIDA



RAVENSWOOD ROAD
WEST LINE SECTION 33
S00°00'00\"/>



- LEGEND:
- B.C.R. . . . BROWARD COUNTY RECORDS
 - CA . . . DELTA ANGLE
 - FB/PG . . . FIELD BOOK AND PAGE
 - L . . . ARC DISTANCE
 - P.O.B. . . . POINT OF BEGINNING
 - P.O.C. . . . POINT OF COMMENCEMENT
 - PLAT BOOK . . . PLAT BOOK
 - PG . . . PAGE
 - R . . . RADIUS DISTANCE
 - SQ.FT . . . SQUARE FEET
 - C . . . CENTERLINE

AGENDA ITEM

JUN 25 2002

ENCLOSURE 2

P:\PROJECTS\971826\SURVEY\SKETCH\971826P1.DWG BETH

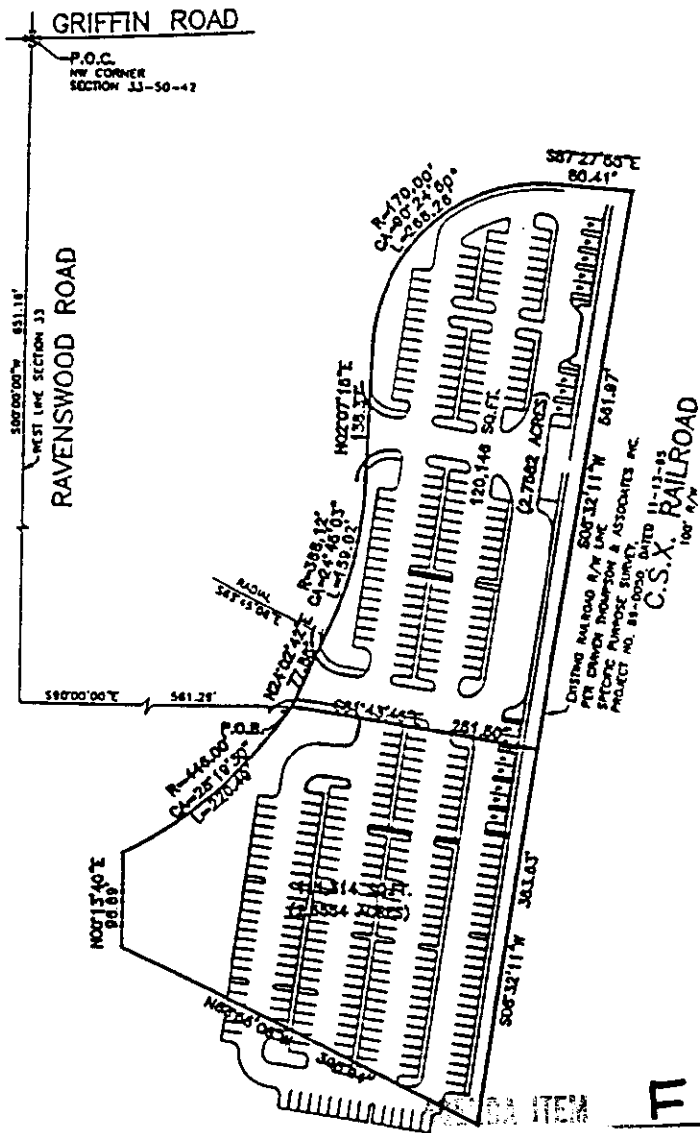
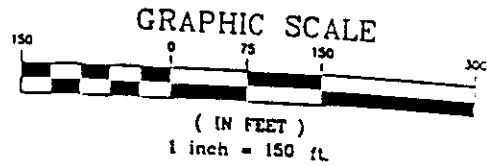
SHEET 2 OF 3

REVISION	DWN	DATE	FB/PG
REVISE SKETCH & DESCRIPTION	BAS	11-19-98	N/A



Calvin, Giordano & Associates, Inc.
 Engineers Surveyors Planners
 2 Oakwood Boulevard Suite 120
 Hollywood, Florida 33020
 954.921.7781 954.921.8807 fax
 Certificate of Authorization No. 67

LOCATION SKETCH
FOR INFORMATIONAL PURPOSES ONLY
CITY OF DANIA, BROWARD COUNTY, FLORIDA




REVISION F
DATE 08 2003
3

JUN 25 2002

ENCLOSURE 2

P:\PROJECTS\971826\SURVEY\SKETCH\971826P3.DWG BETH SHEET 3 OF 3 S'

REVISION	DWN	DATE	FB/PG
REVISE SOUTHERN PORTION	BAS	11-19-98	N/A



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