

This Instrument Prepared By:
Celeda Wallace
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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 062100966

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 payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Dania Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 36, Township 50 South, Range 42 East, in Atlantic Ocean, Broward County, Florida, containing 25,710 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 10, 1992.

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

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial fishing pier to be used exclusively for passive recreation/fishing in conjunction with an upland bait and tackle shop and restaurant, without fueling facilities, with a sewage pumpout facility, and without liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$4,419.70, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto 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.

6. 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 entire term of this lease renewal 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.

7. 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. 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.

8. 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.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, 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.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal 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 this lease, current 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.

11. 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.

12. 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 Dania Beach, Florida
100 West Dania Beach Boulevard
Dania, Florida 33044

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.

13. 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 renewal.

14. 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.

15. 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. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. 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 renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. 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.

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

19. 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 renewal 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.

20. 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 renewal, 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 12 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.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 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.

22. 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 renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal 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 docking facility.

24. 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.

25. 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.

26. LIVEABOARDS: The term "liveaboard" 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 liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. 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.

28. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

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

(SEAL)

Original Signature

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

Print/Type Name of Witness

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:

[Signature] _____
DEP Attorney Date 4/22/16

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Dania Beach, Florida,
a Florida municipal corporation (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Marco Salvino, Sr.
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 Marco Salvino, Sr. as Mayor, for and on behalf of the City of Dania Beach, Florida a Florida municipal corporation. 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

45 N Beach Rd, Dania, FL 33004

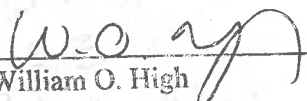



LEGAL DESCRIPTION FOR SUBMERGED LAND LEASE @ DANIA PIER

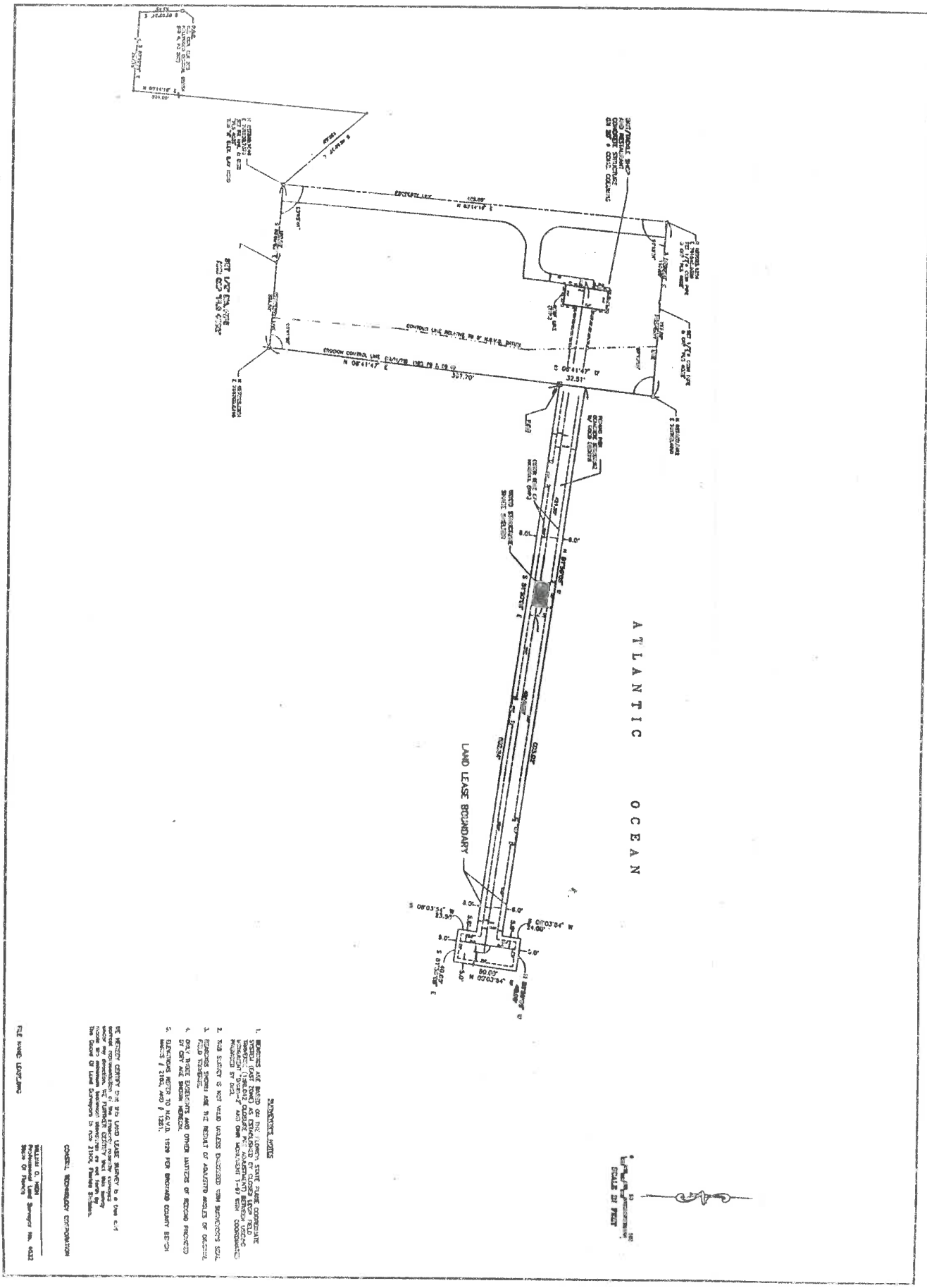
A portion of HOLLYWOOD CENTRAL BEACH according to the plat as recorded in Plat Book 4, at page 20-D of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Block 203 of the aforementioned plat of HOLLYWOOD CENTRAL BEACH and proceed S02-02-24E, along the Easterly line of said Block 203 for 53.45 feet; thence the following courses and distances: S86-12-58E, 267.15 feet; N05-14-16E, 861.86 feet; S40-55-37E, 138.63 feet; S 86-00-03E, 205.56 feet to the intersection with the Erosion Control Line as recorded in Miscellaneous Plat Book 3, at page 49, of the Public Records of Broward County, Florida; thence N06-41-47E, along said Erosion Control Line, 367.70 to the POINT OF BEGINNING of the following described parcel; thence, departing from said Erosion Control Line, S81-56-06E, 692.24 thence S08-03-54W, 23.50 feet; thence S81-56-06E, 40.00 feet; thence N08-03-54E, 80.00 feet; thence N81-56-06W, 40.00 feet; thence S08-03-54W, 24.00 feet; thence N81-56-06W, 693.02 feet to the intersection with the aforementioned Erosion Control Line; thence along said Erosion Control Line, S06-41-47W, 32.51 feet to the POINT OF BEGINNING; containing 25710 square feet more or less.

WE HEREBY CERTIFY that the attached SUBMERGED LAND LEASE SURVEY is a true and correct representation of the property as recently surveyed under my direction. WE FURTHER CERTIFY that this survey complies with the minimum technical standards as set forth by the Florida Board of Land Surveyors in rule 21-HH.


 William O. High 4/10/92
 Professional Land Surveyor No. 4632
 State of Florida

		COASTAL TECHNOLOGY COOPERATIVE COASTAL, ENVIRONMENTAL, CIVIL, ENGINEERING AND PLANNING 1775 HARRISON STREET, SUITE 200, FORT LAUDERDALE, FLORIDA 33305	Title of Sheet LANDLEASE SURVEY FOR DANIA FISHING PIER	15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
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- MANAGEMENT NOTES**
1. BOUNDARY AND PIER CONTROL LINE ARE SHOWN AS DOTTED LINES. THE BOUNDARY AND PIER CONTROL LINE ARE SHOWN AS DOTTED LINES. THE BOUNDARY AND PIER CONTROL LINE ARE SHOWN AS DOTTED LINES.
 2. THE SURVEY IS NOT VALID UNLESS BOUNDARY AND PIER CONTROL LINE ARE SHOWN AS DOTTED LINES.
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THE CENTER POINT OF THE LAND LEASE SURVEY IS A 200' x 100' AREA. THE CENTER POINT OF THE LAND LEASE SURVEY IS A 200' x 100' AREA. THE CENTER POINT OF THE LAND LEASE SURVEY IS A 200' x 100' AREA.

DATE: 11/11/82
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

	COASTAL TECHNOLOGY CORPORATION COASTAL, ENVIRONMENTAL, CIVIL, UNDERGROUND AND PLANNING 170 ROCKDALE AVENUE, SUITE 202, FORT LAUDERDALE, FLORIDA 33304	(No. Of Sheet) LANDLEASE SURVEY FOR DANIA FISHING PIER	SHEET NO. 1 OF 1
	DATE: 11-17-82 DRAWN BY: [Name] CHECKED BY: [Name] APP. 2-10-82	PROJECT NO. 062100966 SHEET NO. 1 OF 1	SCALE: AS SHOWN

ORDINANCE NO. 13-98

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA, FLORIDA, CHANGING THE NAME OF THE CITY OF DANIA, FLORIDA FROM "DANIA" TO "DANIA BEACH", AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE UPON THE APPROVAL OF SUCH NAME CHANGE BY A MAJORITY OF THE ELECTORS OF THE CITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City Commission of the City of Dania, Florida that the public be afforded the opportunity to decide as to whether the name of the City of "Dania" should be changed to the City of "Dania Beach"; and

WHEREAS, the City Commission desires to place this issue on the ballot of the November 3, 1998 election, for its citizens to decide;

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

Section 1. The name of the City of Dania, Florida shall be changed from "Dania" to the City of "Dania Beach", Florida.

Section 2. This Ordinance shall not take effect unless the same is approved by a majority of the electors of the City of Dania voting at an election to be held on November 3, 1998.

Section 3. The ballot measure to be submitted shall be in substantially the following form:

ORDINANCE CHANGING THE NAME OF THE CITY OF DANIA FROM "DANIA" TO THE CITY OF "DANIA BEACH".

Shall the name of the City of Dania be changed from "Dania" to "Dania Beach"?

YES for approval

NO for rejection

If a majority of the electors voting upon such question approve the adoption of the Ordinance, then this Ordinance shall be in full force and effect as provided below. If a majority of the electors voting upon such question does not approve the adoption of the Ordinance, then this Ordinance shall be null and void.

Section 4. 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 5. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. This ordinance shall take effect immediately upon its approval by the electors.

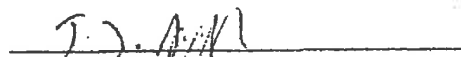
PASSED AND ADOPTED on first reading this 11th day of August, 1998.

PASSED AND ADOPTED on second reading this 25th day of August, 1998.

ATTEST:
CITY CLERK



APPROVED AS TO FORM AND
CORRECTNESS:


CITY ATTORNEY
MAYOR-COMMISSIONER

Roll Call:

Mayor Cali -yes
Vice-Mayor Etling-yes
Commissioner Bertino -yes
Commissioner Hyde -yes
Commissioner Mikes -yes

G:\WPFILES\TJ\ADANIA\CITY NAME CHANGE.ORD
07/27/98/2

CUMULATIVE
11:40pm Nov 3 1998

GENERAL ELECTION
BROWARD COUNTY, FLORIDA
NOVEMBER 3, 1998


City Of Dania		
Precincts Counted	8	100.00%
Absentee Precincts Counted	2	100.00%
Registered Voters	10,248	100.00%
Ballots Cast	4,490	43.81%

City Of Dania		
Ordinance Changing The Name		
From "Dania" To "Dania Beach"		
Yes for Approval	1,983	57.93%
No for Rejection	1,440	42.07%

City Of Dania		
Amend Dania Charter To Provide For		
The Employment Of Department Heads		
By The City Manager		
Yes for Approval	1,671	51.81%
No for Rejection	1,554	48.19%

We, The Broward County Canvassing
Board, Do Hereby Certify The Above
Election Results


County Judge


Supervisor Of Elections


County Commissioner

467664

DEED 779 PAGE 373

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED No. 20057

JUN 9 8 11 AM 1952

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND of the State of Florida, under authority of law, for and in consideration of the sum of Three Hundred Eighty-six and 60/100 (\$386.60) Dollars to them in hand paid by the CITY OF DANIA, a municipal corporation of this State located in Broward County, Florida, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the CITY OF DANIA, and its successors, the following described lands in Broward County, Florida, to wit:

PARCEL 1:

Commence at the common corner to Lots 71 and 72 of Block 172, Hollywood Central Beach Subdivision, as recorded in Plat Book 4, Page 20-D, Broward County, at the east end of the boundary between said lots;

Thence Easterly in projection of said boundary 125 feet to the point of beginning;

From point of beginning, thence South 10° 53' 50" West 1300 feet more or less to the SE corner of Lot 97 of said Block 172;

Thence southerly 150 feet more or less along the East boundary of Lots 98, 99, 100 of said Block 172 to the SE corner of Lot 100;

Thence South 85° 41' 20" East 500 feet, more or less, as of 1951 to the ordinary high water mark of the Atlantic Ocean;

Thence Northerly along the ordinary high water mark of the Atlantic Ocean as of 1951 to a point in projection Easterly of the boundary between Lots 71 and 72 of said Block 172;

Thence Westerly along the projection of the boundary between Lots 71 and 72 400 feet, more or less, to the point of beginning.

Containing 16.0 acres, more or less.

And unto the said CITY OF DANIA, its successors and assigns, the following described lands in Broward County, Florida,

to wit:

*City of Dania
Dania, Fla*

235

PARCEL 2:

DEED 779 PAGE 374

Commence at the common corner to Lots 71 and 72 of Block 172, Hollywood Central Beach Subdivision, as recorded in Plat Book 4, Page 20-D, Broward County, at the east end of the boundary between said lots;

Thence Easterly in projection of said boundary 125 feet to the point of beginning;

Thence South $10^{\circ} 53' 50''$ West 1300 feet more or less, to the SE corner of Lot 97 of Block 172;

Thence northerly along the East boundary of Lots 97 to 55, both inclusive, of said block to the NE corner of Lot 55;

Thence continuing in the projection of the east boundary of said lots Northerly 720 feet, more or less, to the North boundary of Section 36 of Township 50 South, Range 42 East;

Thence East along the North line of said Section 36 480 feet, more or less, to the ordinary high water mark of the Atlantic Ocean as of 1951;

Thence Southerly along the ordinary high water mark of the Atlantic Ocean 1620 feet, more or less, to a point in the Easterly projection of the line between Lots 71 and 72 of Block 172 aforesaid;

Thence Westerly 400 feet, more or less, in projection of said line to a point 125 feet Easterly of the common corner at the East end of the boundary between Lots 71 and 72, the point of beginning.

Containing 17.5 acres, more or less.

This conveyance is made upon the express condition that "Parcel 1" above described shall never be used for any other than public purposes and that neither said parcel, nor any part thereof, shall ever be sold, conveyed, leased or otherwise disposed of by the grantee, or its successors, to any person, firm or corporation. "Parcel 2" may be sold and conveyed by the grantee, or its successors, in compliance with the terms of that certain compromise agreement entered into between the said City of Dania and Hollywood Inc., a corporation, made in settlement of objections to the sale of the lands herein heretofore filed with the said Trustees.

TO HAVE AND TO HOLD the above granted and described premises forever.

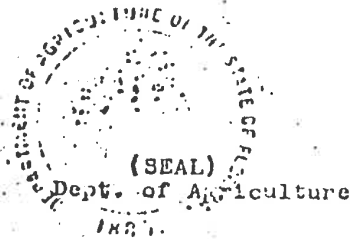
SAVING AND RESERVING unto the said Trustees of the

DEED 779 PAGE 375

Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: (None)

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 9th day of January, A. D. 1952.



Fuller Warren (SEAL)
Governor

C. M. Gay (SEAL)
Comptroller

Edwin L. Linton (SEAL)
Treasurer

Richard W. Edwin (SEAL)
Attorney General

Richard W. Edwin (SEAL)
Commissioner of Agriculture

As and composing the Trustees of the Internal Improvement Fund of the State of Florida

(SEAL)
Trustees I. I. Fund

STATE OF FLORIDA, COUNTY OF BROWARD

This instrument filed for record on the 9th day of January 1952, in the County of Broward, Florida, Deed No. 779, Page 375, is hereby certified to be a true and correct copy of the original as the same appears from the records on file in this office.

10:00 A.M. 1/9/52

By *Richard W. Edwin* D. C.

206670

Internal Improvement Fund, State of Florida

DEED NO. 15,689,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Chapter 21130, Acts of 1941, Laws of Florida, and according to the provisions and procedure provided for in Chapter 21130, Acts of 1941, Laws of Florida, and for and in consideration of the sum of twenty-one and 00/100 (\$21.00) Dollars, to them in hand paid by

City of Dania, a municipal corporation

Broward

County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said

City of Dania, a municipal corporation

and its successors

and assigns, forever, the following described lands, to-wit:

Starting at the Southwest corner of Section 36, Township 50 South, Range 42 East, Broward County, Florida;

run East along the township line 1,416.29 feet to the East line of Canal as shown on plat of Hollywood Central Beach Subdivision, on file and of record at Page 20 in Plat Book 4, of the Public Records of Broward County, Florida;

thence, run North 3° 01' 50" East, along said East line of Canal, 2,128.35 feet to the Northwest corner of Block 203 of said subdivision;

thence, leave said Canal and run South 85° 41' 20" East along the North boundary of said Block 203, a distance of 442.98 feet to the Northeast corner of said Block 203, which point is the point of beginning of the tract herein conveyed;

Beginning at the said Northeast corner of Block 203, run South 85° 41' 20" East across New River Sound, 464.47 feet to the mean high water line on the East shore of New River Sound as shown on said Plat of Hollywood Central Beach;

thence, following the meanders of said mean high water line run South, 11° 21' 00" West, 200.0 feet;

thence, run South 2° 29' 50" West, 200.0 feet;

thence, run South 2° 47' 20" West, 200.0 feet;

thence, run South 12° 49' 50" West, 253.69 feet;

thence, run South 39° 30' 50" West, 132.63 feet;

thence, run South 12° 12' 30" East, 69.70 feet;

thence, run South 63° 44' 10" West, 61.59 feet;

thence, run South 85° 26' 50" West, 50.0 feet;

thence, run North 52° 05' 50" West, 100.0 feet;

thence, run North 15° 29' 30" West, 213.70 feet to a Permanent Reference Monument set at the Southeast corner of Block 203 of said subdivision;

thence, run North 2° 26' 50" West, along said mean high water line and also along the East boundary of Blocks 200, 201 and 202 of said subdivision, a distance of 300.0 feet to a Permanent Reference Monument set at the Southeast corner of said Block 203;

thence, run North 2° 26' 50" West, along the East boundary of said Block 203; a distance of 213.50 feet to the point of beginning;

containing 9.64 acres, more or less.

