

CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, October 27, 2020 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held **by** Teleconference/Zoom, to discuss the October 27, 2020 Agenda.

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

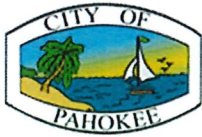
D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING

(This meeting is being held by teleconference/zoom)

TUESDAY, OCTOBER 27, 2020 6:30 P.M.

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES (N/A)
- F. CONSENT AGENDA

Purchase of Lawnmowers

- G. ORDINANCE(S)
- H. RESOLUTION(S)

Resolution 2020 - 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS MANAGEMENT TO SECURE APPROVAL OF THE PROPOSED SUBLEASE OF THE PAHOKEE MARINA RESTAURANT TO JPDT HOLDINGS CORPORATION ATTACHED HERETO AS EXHIBIT "A" FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE.

- I. PUBLIC HEARINGS
- J. PROCLAMATION(S)
- K. PRESENTATION(S)
- L. REPORT OF THE MAYOR
- M. REPORT OF THE CITY MANAGER
- N. REPORT OF THE CITY ATTORNEY
- O. OLD BUSINESS
- P. NEW BUSINESS
- Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- R. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
- S. ADJOURN

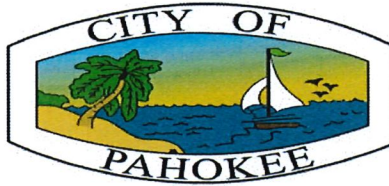
NOTICE

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SUBJECT TO CHANGE



CONSENT AGENDA



CITY OF PAHOKEE
PURCHASE ORDER REQUEST FORM

Date: 10/23/2020

Department: Public Service

Issue P.O. to: Everglades Equipment Group

Expense Account:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>TOTAL</u>
John Deere Z930M ZTrak	2	\$9,350.00	\$18,700.00

Total \$ 18,700.00

Disposition

Date Needed: Provide To

Explanation: Purchase of two (2) John Deere Z930M ZTrak to be used in Public Service department.

Attach supporting documentation:

Request Initiated by: 

Date: 10/21/20

Request Reviewed by: _____

Date: _____

Request Approved by: _____

Date: _____



JOHN DEERE

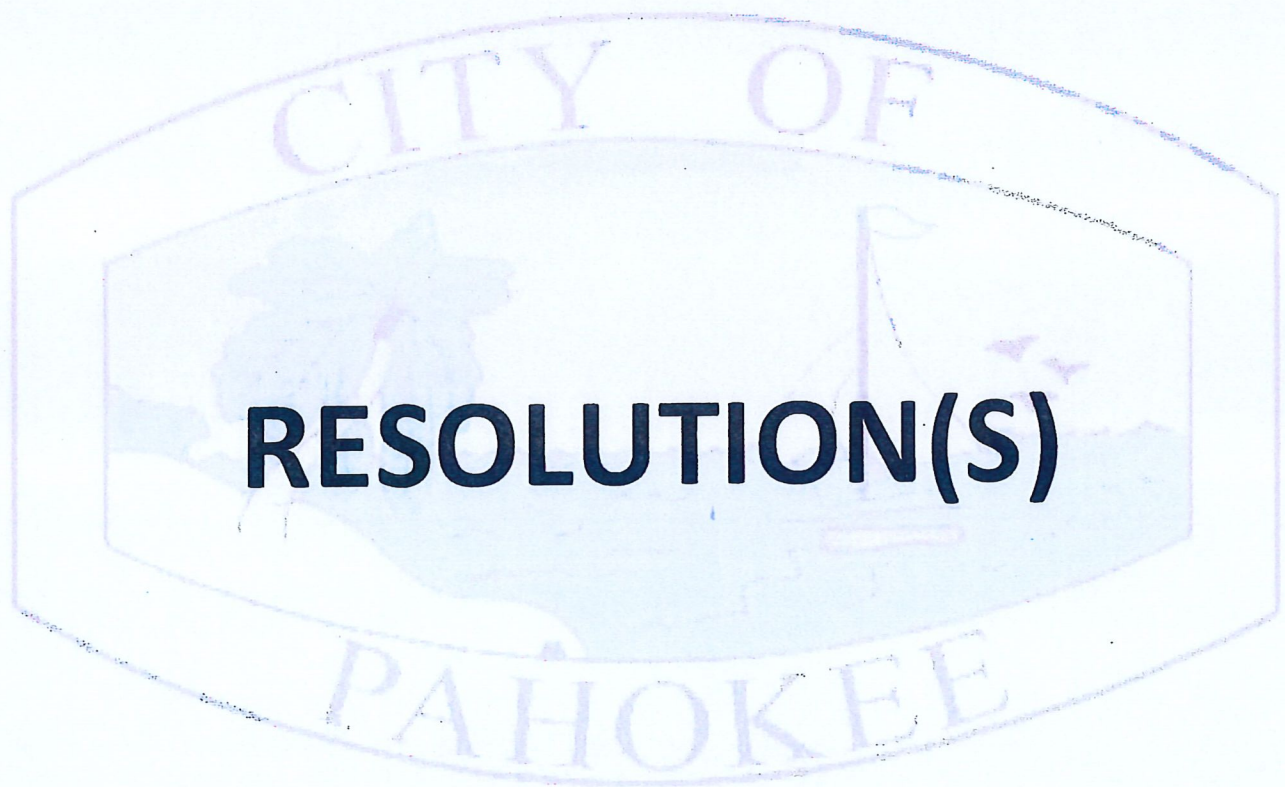
Selling Equipment



Quote Id: 22653459

Customer: CITY OF PAHOKEE

JOHN DEERE Z930M ZTrak				
Hours:				Suggested List
Stock Number:				\$ 11,931.00
				Selling Price
				\$ 9,350.00
Code	Description	Qty	Unit	Extended
2167TC	Z930M ZTrak	1	\$ 11,399.00	\$ 11,399.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	\$ 0.00
2091	Deluxe Comfort Seat with Armrests (24" High Back)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 342.00	\$ 342.00
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 150.00	\$ 150.00
Other Charges Total				\$ 532.00
Suggested Price				\$ 11,931.00
Customer Discounts				
Customer Discounts Total			\$ -2,581.00	\$ -2,581.00
Total Selling Price				\$ 9,350.00



RESOLUTION(S)

RESOLUTION 2020 – 30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS MANAGEMENT TO SECURE APPROVAL OF THE PROPOSED SUBLEASE OF THE PAHOKEE MARINA RESTAURANT TO JPDT HOLDINGS CORPORATION ATTACHED HERETO AS EXHIBIT “A” FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND; PROVIDING FOR INCORPORATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Pahokee is the lessee of lands owned by the State of Florida pursuant to Submerged Lands Lease No. 500224016, and Upland Lease No. 3471, comprising the Pahokee Marina, Campground and Restaurant; and

WHEREAS, the City published a competitive Invitation to Bid 2020-_____ for the portion of the leased lands described as the Pahokee Marina Restaurant; and

WHEREAS, the City submitted Invitation to Bid 2020-_____ to the Florida Department of Environmental Protection, Division of State Land Management and received the Division’s approval of the bid document in advance of publishing the invitation to bid; and

WHEREAS, the City has examined the bid submitted by JPDT Holdings Corporation (“JPDT”), and desires to consider same subject to execution of a Sublease Agreement with City and any documents required by the State of Florida; and

WHEREAS, the City desires to select JPDT as the successful proposer for Invitation to Bid 2020-_____ and enter into a Sublease Agreement for the Pahokee Marina Restaurant with JPDT, in substantially the form attached hereto as Exhibit “A”, provided that the Florida Department of Environmental Protection Division of State Lands secures approval of the transaction from the Board of Trustees of the Internal Improvement Trust Fund (BOT).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

Section 2. Authorization of City Manager. The City Manager is authorized to apply to the Florida Department of Environmental Protection Division of State Lands to secure approval of a Sublease Agreement for the Pahokee Marina Restaurant between the City and JPDT Holdings

Corporation, in substantially the form attached hereto as Exhibit "A," from the Board of Trustees of the Internal Improvement Trust Fund (BOT).

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this _____ day of October 2020.

ATTEST:

Keith W. Babb, Jr., Mayor

Nohemi Polanco, Interim City Clerk

Mayor Babb _____

Vice Mayor Murvin _____

Commissioner Bohlen _____

Commissioner Everett _____

Commissioner Hill _____

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Exhibit "A"

SUBLEASE AGREEMENT FOR PAHOKEE MARINA RESTRAURANT

ATTACHED

SUBLEASE AGREEMENT
"A"

Sublease Number

THIS SUBLEASE AGREEMENT is made and entered into this ____ day of _____ 2020 between the **CITY OF PAHOKEE**, a municipal corporation of the State of Florida, hereinafter referred to as "SUBLESSOR" or "City", and _____, a _____ company, its successors and assigns, hereinafter referred to as "SUBLESSEE".

WITNESSETH:

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number 3471.
2. **DESCRIPTION OF PREMISES**: The property subject to this Sublease, is situated in the County of Palm Beach, State of Florida and is more particularly described in Exhibit "B" attached hereto and hereinafter referred to as the "subleased premises".
3. **TITLE DISCLAIMER**: SUBLESSOR does not warrant or guarantee any title, right or interest in or to the Subleased premises.
4. **SUBLEASE TERM**: The term of this Sublease shall be for a period of ten (10) years commencing on _____ ("Effective Date") and ending on _____ ("Expiration Date"), with two (2) options to renew, for five (5) additional years each. A written request from SUBLESSEE must be submitted to SUBLESSOR no later than ninety (90) days prior to Expiration date. Any option to renew must be approved in writing, by the SUBLESSOR and consented to by the TRUSTEES.
5. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the operation of a Restaurant, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by Paragraph 24 of this Sublease.

6. **RENTAL PAYMENT:** SUBLESSEE shall annually pay rent to SUBLESSOR the following:

Year 1	\$1.00
Year 2	\$3,500
Year 3	2% of Gross Annual Revenue
Year 4	3% of Gross Annual Revenue
Year 5	4% of Gross Annual Revenue
Year 6-10	5% of Gross Annual Revenue
Year 10-20	5% of Gross Annual Revenue

“Gross Annual Revenue” is defined as all revenue of any nature generated from the subleased premises.

SUBLESSEE shall be responsible for accounting for all revenue received from customers on the subleased premises, including revenue received from customers due to any contracts, approved sub-subleases, licenses, or any agreements made by SUBLESSEE that generates revenue from the subleased premises. Gross Annual Revenue will not include taxes received by SUBLESSEE from customers.

Rent during Years 10-20 are only applicable upon approval of sublease renewal options pursuant to Paragraph 4. Each lease payment shall be paid in advance by Fed wire, certified or cashier's check on or before January 21 of each year.

7. **DELINQUENT RENTAL PAYMENT:** Should SUBLESSEE fail to pay the annual payment of rental on the due date, or within thirty days from the date thereof, such failure shall constitute a default by SUBLESSEE and SUBLESSOR may, at its option, immediately terminate this Sublease. Any extension of time for payment of rental beyond the thirty-day grace period must be authorized by SUBLESSOR, and interest shall be charged at the rate of one and one-half percent per month or fraction thereof on the amount of the delinquent rental beginning the first day following the due date of rental. Any court costs and attorneys' fees incurred by SUBLESSOR to collect past due rents shall be paid by SUBLESSEE.

8. **CONFORMITY:** This Sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated December 15, 1986, as amended from time to time, a copy of which is attached hereto as Exhibit "A", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this Sublease.

9. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights

conveyed herein, subject, however, to any pre-existing easements, rights-of-way and other third-party interests which were in existence at the time that the subleased premises were conveyed to SUBLESSOR and which, pursuant to the terms of the operative instruments, remain in full force and effect.

10. **ASSIGNMENT**: This Sublease shall not be assigned in whole or in part without the prior written approval of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written approval of SUBLESSOR and the TRUSTEES shall be void and without legal effect.

11. **RIGHT OF INSPECTION**: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this Sublease.

12. **PLACEMENT AND REMOVAL OF IMPROVEMENTS**: All buildings, structures, improvements, and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design, which approval shall not be unreasonably withheld. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this Sublease, provided all sums due SUBLESSOR as fees for the premises are paid. If, upon termination, all sums due hereunder have not been paid such equipment and improvements shall be and remain subject to a lien in favor of SUBLESSOR for the sums due.

13. **INSURANCE REQUIREMENTS**: During the term of this Sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this Sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this Sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800

Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this Sublease.

14. **INDEMNITY**: In consideration of the privileges herein granted, SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida, TRUSTEES, and SUBLESSOR from any and all claims, costs, expense, including attorney's fees, actions, lawsuits and demands of any kind or nature arising out of this Sublease. SUBLESSEE shall contact SUBLESSOR and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSOR and TRUSTEES shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at SUBLESSEE'S expense.

15. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

16. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this Sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

17. **TIME**: Time is expressly declared to be of the essence of this Sublease.

18. **BINDING EFFECT AND INUREMENT**: This Sublease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this Paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this Sublease or any interest therein by SUBLESSEE.

19. **NON-DISCRIMINATION**: SUBLESSEE shall not discriminate against any individual because of that

individual's race, color, religion, sex, sexual orientation, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

20. UTILITY FEES: SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind during the term of this Sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

21. RIGHT OF AUDIT: SUBLESSEE shall make available to SUBLESSOR all financial and other records relating to this Sublease, and SUBLESSOR shall have the right to either audit such records at any reasonable time, during business hours, or require the submittal of an annual, independent, detailed, financial audit performed by a Certified Public Accountant according to generally accepted accounting principles and auditing standards verifying all financial records relating to this Sublease. This right shall be continuous until three years after this Sublease expires or is terminated. This Sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes. In addition, SUBLESSEE shall maintain and allow public access to, all documents, papers, letters or other materials made or received in conjunction with this Sublease for a period of three years after the expiration or termination of this Sublease.

22. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance, or improvement of the subleased premises for the benefit of SUBLESSEE.

23. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 253.034, Florida Statutes, within twelve months of the Effective date of this Sublease. The Management Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of TRUSTEES and SUBLESSOR until the Management Plan is

approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this Sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this Sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of TRUSTEES and SUBLESSOR.

24. NOTICES: All notices given under this Sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR:
With a copy to:

SUBLESSEE: City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

With a mandatory copy to:

Burnadette Norris-Weeks P.A
City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL. 33311

TRUSTEES: Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands

Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

25. **DAMAGE TO THE PREMISES**: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this Paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this Paragraph shall survive the termination or expiration of this Sublease. This Paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in Paragraphs 14 and 15 of this Sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other

violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

26. **SURRENDER OF PREMISES:** Upon expiration or termination of this Sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. Upon termination of this Sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this Sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the improvements do not meet all conditions as set forth in Paragraphs 20 and 39 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. **BREACH OF COVENANTS TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:**

Should SUBLESSEE, at any time during the term of this Sublease, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for SUBLESSEE'S property because of SUBLESSEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should SUBLESSEE'S Sublease interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should SUBLESSEE fail promptly to make the necessary returns and reports required of it by state and federal law; should SUBLESSEE fail promptly to comply with all governmental regulations, both state and federal; should SUBLESSEE fail to comply with any of the terms and conditions of this Sublease and such failure continues for thirty (30) days after SUBLESSEE'S receipt of written notice of the failure from SUBLESSOR; then, in such event, and upon the happening of either or any of said events, SUBLESSOR shall have the right, at its discretion, to consider the same a default on the part of SUBLESSEE of the terms and provisions hereof, and, in the event of such default, SUBLESSOR shall have the option of either declaring this Sublease terminated, and the interest of SUBLESSEE forfeited, or maintaining this Sublease in full force and effect and exercising all rights and remedies herein conferred upon SUBLESSOR. The pendency of bankruptcy proceedings or arrangement proceedings to which SUBLESSEE

shall be a party shall not preclude SUBLESSOR from exercising either option herein conferred upon SUBLESSOR. In the event SUBLESSEE, or the trustee or receiver of SUBLESSEE'S property, shall seek an injunction against SUBLESSOR'S exercise of either option herein conferred, such action on the part of SUBLESSEE, its trustee or receiver, shall automatically terminate this Sublease as of the date of the making of such application, and in the event the court shall enjoin SUBLESSOR from exercising either option herein conferred, such injunction shall automatically terminate this Sublease.

28. **BEST MANAGEMENT PRACTICES**: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this Sublease in compliance with Paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

29. **SOVEREIGNTY SUBMERGED LANDS**: This Sublease does not authorize the use of any lands located waterward of the mean or ordinary high-water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

30. **SALES TAX**: SUBLESSEE shall be responsible for the payment of all sales tax calculated on the rental payments of this Sublease as required by Section 212.031, Florida Statutes and shall submit such sales tax in addition to and along with the rental payments required by Paragraph 6 this Sublease, unless SUBLESSEE provides written documentation verifying that the Department of Revenue has authorized SUBLESSEE to pay the required sales tax by direct payment to the Department of Revenue or that the Department of Revenue has issued SUBLESSEE an exemption for such sales tax payments.

31. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

32. **CONDITIONS AND COVENANTS**: All of the provisions of this Sublease shall be deemed covenants running with the land included in the subleased premises and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

33. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this Sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

34. **ENTIRE UNDERSTANDING**: This Sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES, SUBLESSEE and SUBLESSOR.
35. **CONVICTION OF FELONY**: If SUBLESSEE or any principal thereof is convicted of a felony during the term of this Sublease, such conviction shall constitute, at the option of the TRUSTEES and SUBLESSOR, grounds for termination of this Sublease.
36. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
37. **SUBSUBLEASES**: This Sublease is for the purposes specified herein and sub-subleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any sub-sublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
38. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated.
39. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this Sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida, or the United States or of any political subdivision or agency of either.
40. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this Sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan may be reviewed by the Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.
41. **GOVERNING LAW**: This Sublease shall be governed by and interpreted according to the laws of the State of Florida.
42. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this Sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Sublease or any provisions thereof.
43. **SPECIAL CONDITIONS**: The following special conditions shall apply to this Sublease:

43.1 The Restaurant shall be used by SUBLESSEE only for a restaurant and tiki bar. The Restaurant shall be open for business and provide a full lunch and dinner menu at least six days each week. The Restaurant is equipped with the equipment set forth on Exhibit "D" hereto; the City is not obligated to include any additional equipment.

SUBLESSEE shall not have any live or amplified music after 12:00 midnight. SUBLESSEE will comply with all City of Pahokee ordinances regarding hours of operation for serving of alcoholic beverages. SUBLESSEE shall not close the restaurant for a period lasting more than two weeks in any year. This Paragraph shall not apply in the event of an emergency declaration by Palm Beach County applicable to Pahokee, or another Force Majeure.

43.2 The lobby in the Conference Area of the subleased property may be used by SUBLESSEE for sales of merchandise and such other uses as the SUBLESSEE desires, and as are consistent with the uses permitted herein,

43.3 SUBLESSEE may, at its discretion, permit the SUBLESSOR to use the Conference Area from time to time, without charge, provided, however, that SUBLESSOR makes a written request therefore to the SUBLESSEE at least ten (10) days in advance.

43.4 SUBLESSEE shall have the right to place signs for the operation of SUBLESSEE's business or such signs as are required by federal laws. All signs must have the prior written approval of the SUBLESSOR.

43.5 The SUBLESSEE shall sign and comply with the provision of the Drug Free Workplace Certification attached as Exhibit "E".

43.6. The SUBLESSOR shall have the right to utilize the areas of the exterior (parking lot) parts of restaurant for the annual events;

- a. Tri-Cities BBQ (bi-annually)
- b. July 4th Fireworks Celebration
- c. Grassy Waters Festival
- d. I Love Pahokee Day
- e. Special Events

44. In addition to the requirements of Paragraph 35 hereof, SUBLESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes. SUBLESSEE also certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been suspended from doing business with City.

45. This Sublease shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect to this Sublease or any of the provisions herein contained. This Sublease and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns for the benefit of no other person or entity.

46. SUBLESSEE shall, if possible, use only Glades businesses/vendors/subcontractors to fulfill the terms of this Sublease.

46.1 "Glades" means the area from the Broward County line north along Canal L-36 to the Loxahatchee National Wildlife Refuge, thence north to Southern Boulevard along Canal L-40, thence west along Southern Boulevard to a north-south line 1 ½ miles west of Canal L-8, which coincides with a private agricultural road heading north from Southern Boulevard at that point where State Road 880 intersects Southern Boulevard from the South, thence north along the line of this north-south road to the boundary of the J.W. Corbett Wildlife Management Area, thence east and north along the boundary of the J.W. Corbett Wildlife Management Area to the Martin County line.

46.2 "Glades business" means a bidder or proposer which has a permanent place of business within the Glades and which holds a business tax receipt issued by the county that authorizes the bidder or proposer to provide the goods, services, or construction to be built and which is issued prior to the issuance of the invitation for bids/request for proposals for which a preference is sought. If the business is a joint venture/partnership, it is sufficient for qualification as a Glades business if at least one (1) of the joint ventures/partners meets the requirements set forth in this subparagraph.

46.3 "Glades subcontractor" means a subcontractor participating in a bid or proposal for goods, services

or construction which has a permanent place of business within the Glades and which holds a business tax receipt issued by the county that authorizes the Glades subcontractor to provide goods, services or construction services and which is issued prior to the issuance of the invitation for bids/requests for proposals for which a preference is sought. If the subcontractor is a joint venture/partnership, it is sufficient for qualification as a Glades subcontractor if at least one (1) of the joint venture's/partners meets the requirements set forth in this subparagraph.

46.4 SUBLESSEE shall pay to City a \$20,000 Deposit which shall be forfeited if SUBLESSEE fails, at any time, to fulfill the requirements in this paragraph. The Deposit shall be held by the SUBLESSOR in a separate interest-bearing account.

49. SUBLESSEE shall prepare a Capital Expenditure budget; which SUBLESSEE shall submit to City for approval by City before execution of the SUBLEASE and prior to any extension thereof.
50. SUBLESSEE shall market the subleased premises and, to carry out this responsibility, SUBLESSEE will have experienced personnel who will diligently promote such use of the subleased premises.
51. SUBLESSEE shall pay all operating and related expenses for the subleased premises from SUBLESSEE's accounts.
52. SUBLESSEE shall hire a qualified manager with at least 15 years of restaurant management experience to operate the Restaurant.
53. SUBLESSEE shall hire employees for the operation and maintenance of the subleased premises from residents of the City of Pahokee and immediately surrounding unincorporated area. SUBLESSEE may hire from other areas if it is shown that the particular expertise needed is not available in the City and immediately surrounding area.
54. SUBLESSEE agrees to open the Restaurant and Tiki Bar within 90 days of the Effective Date.
55. SUBLESSEE has completed the Disclosure of Beneficial Interest Form attached here as Exhibit "F"

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of _____ 2020.

"SUBLESSEE"

Witness

By: _____(SEAL)

Print/Type Witness Name

Type/Print Name

Title:

Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, 2020, by _____, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

"SUBLESSOR"

CITY OF PAHOKEE

a municipal corporation of the State of Florida

Witness

By: _____ (SEAL)

Print/Type Witness Name

Keith W. Babb, Jr.

Type/Print Name

Title: Mayor

Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2020, by Keith W. Babb, Jr., as Mayor of the City of Pahokee, a municipal corporation of the State of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Print/Type Notary Name
Commission Number:
Commission Expires:

Consented to by the TRUSTEES on this _____ day of _____, 2020.

APPROVED SUBJECT TO PROPER EXECUTION

By: _____
DEP Attorney

Brad Richardson, Senior Management Analyst Supervisor,
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

EXHIBIT "B"
DESCRIPTION OF SUBLEASED PROPERTY

B

LEGAL DESCRIPTION

A TRACT OF LAND DESCRIBING A PORTION OF THE HERBERT HOOVER DIKE LEVEE D-9 BETWEEN THE SOUTHEASTERLY RIGHT-OF-WAY LINE AND THE WATERS OF LAKE OKEECHOBEE LYING ADJACENT TO SECTION 13, TOWNSHIP 42 SOUTH, RANGE 36 EAST AND SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, CITY OF PAHOKEE, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE RIGHT-OF-WAY MAP PREPARED BY THE U.S. ENGINEER OFFICE - JACKSONVILLE, FLORIDA (NOW THE U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT) "CALOOSAHATCHEE RIVER AND LAKE OKEECHOBEE DRAINAGE AREAS, LEVEE RIGHT-OF-WAY", FLORIDA AS RECORDED IN PLAT BOOK 19, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

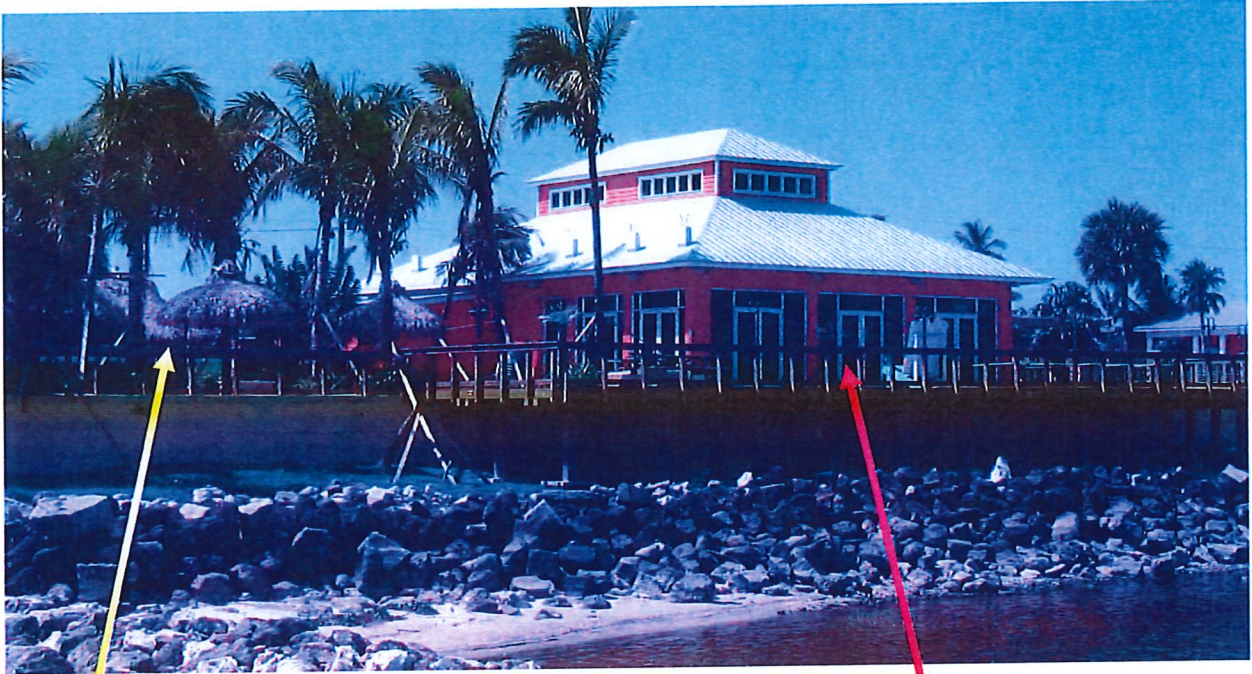
COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 18, NORTH $00^{\circ} 33' 02''$ WEST, A DISTANCE OF 1908.80 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HERBERT HOOVER DIKE LEVEE D-9 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH $56^{\circ} 52' 05''$ EAST, A DISTANCE OF 4391.05 FEET; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH $58^{\circ} 56' 57''$ EAST, A DISTANCE OF 15.16 FEET TO THE INTERSECTION WITH A LINE BEING THE NORTHWESTERLY PROJECTION OF THE WESTERLY LINE OF THE UNNAMED LOT (ASSUMED ROAD RIGHT-OF-WAY, AS EXTENDED NORTHERLY FROM THE RIDGEWAY BEACH PLAT AS RECORDED IN PLAT BOOK 7, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA) SITUATED BETWEEN LOTS A-23 AND A-24 ACCORDING TO THE SUPPLEMENTAL PLAT OF FRACTIONAL SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY AS RECORDED IN PLAT BOOK 14, PAGE 60 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY PROJECTION, SOUTH $31^{\circ} 03' 30''$ EAST, A DISTANCE OF 13.76 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID UNNAMED LOT (ALSO BEING THE NORTHEAST CORNER OF LOT A-24); THENCE ALONG THE NORTH LINE OF SAID UNNAMED LOT, SAID NORTH LINE ALSO BEING THE 17 FOOT CONTOUR ACCORDING TO SAID PLAT, NORTH $62^{\circ} 27' 20''$ EAST, A DISTANCE OF 51.43 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID UNNAMED LOT; THENCE ALONG A LINE BEING THE NORTHWESTERLY PROJECTION OF THE EASTERLY LINE OF SAID UNNAMED LOT, NORTH $31^{\circ} 03' 30''$ WEST, A DISTANCE OF 16.91 FEET MORE OR LESS TO THE INTERSECTION WITH THE SAID SOUTHEASTERLY LEVEE RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTHEASTERLY LEVEE RIGHT-OF-WAY LINE, NORTH $58^{\circ} 56' 57''$ EAST, A DISTANCE OF 450.95 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LEVEE RIGHT-OF-WAY LINE, NORTH $33^{\circ} 04' 43''$ WEST, A DISTANCE OF 383.43 FEET MORE OR LESS TO THE WATERS EDGE OF LAKE OKEECHOBEE, BEING THE 13.7 FOOT CONTOUR (RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM, 1929); THENCE SOUTHWESTERLY, ALONG SAID WATERS EDGE OF LAKE OKEECHOBEE FOR THE FOLLOWING 71 COURSES; SOUTH $76^{\circ} 19' 21''$ WEST, A DISTANCE OF 15.62 FEET; THENCE SOUTH $59^{\circ} 44' 25''$ WEST, A DISTANCE OF 14.47 FEET; THENCE SOUTH $63^{\circ} 42' 42''$ WEST, A DISTANCE OF 20.06 FEET; THENCE SOUTH $66^{\circ} 17' 27''$ WEST, A DISTANCE OF 10.74 FEET; THENCE SOUTH $15^{\circ} 21' 14''$ EAST, A DISTANCE OF 38.12 FEET; THENCE SOUTH $55^{\circ} 54' 37''$ WEST, A DISTANCE OF 210.10 FEET; THENCE NORTH

80°14'26" WEST, A DISTANCE OF 77.58 FEET; THENCE SOUTH 56°57'02" WEST, A DISTANCE OF 224.66 FEET; THENCE SOUTH 56°24'17" WEST, A DISTANCE OF 116.71 FEET; THENCE SOUTH 56°43'17" WEST, A DISTANCE OF 134.86 FEET; THENCE SOUTH 37°42'22" WEST, A DISTANCE OF 55.80 FEET; THENCE SOUTH 24°46'11" EAST, A DISTANCE OF 9.05 FEET; THENCE SOUTH 57°09'11" WEST, A DISTANCE OF 199.14 FEET; THENCE SOUTH 89°05'31" WEST, A DISTANCE OF 56.65 FEET; THENCE SOUTH 42°02'50" WEST, A DISTANCE OF 15.63 FEET; THENCE SOUTH 53°00'08" WEST, A DISTANCE OF 120.09 FEET; THENCE SOUTH 55°42'21" WEST, A DISTANCE OF 89.14 FEET; THENCE SOUTH 48°52'04" WEST, A DISTANCE OF 93.58 FEET; THENCE SOUTH 49°53'04" WEST, A DISTANCE OF 89.80 FEET; THENCE SOUTH 57°37'59" WEST, A DISTANCE OF 88.89 FEET; THENCE SOUTH 60°03'23" WEST, A DISTANCE OF 93.88 FEET; THENCE SOUTH 55°11'59" WEST, A DISTANCE OF 94.23 FEET; THENCE SOUTH 56°35'41" WEST, A DISTANCE OF 86.79 FEET; THENCE SOUTH 56°44'13" WEST, A DISTANCE OF 96.88 FEET; THENCE SOUTH 59°27'01" WEST, A DISTANCE OF 82.63 FEET; THENCE SOUTH 57°19'25" WEST, A DISTANCE OF 95.74 FEET; THENCE SOUTH 55°20'19" WEST, A DISTANCE OF 81.12 FEET; THENCE SOUTH 60°09'22" WEST, A DISTANCE OF 97.53 FEET; THENCE SOUTH 58°39'41" WEST, A DISTANCE OF 86.79 FEET; THENCE SOUTH 57°15'35" WEST, A DISTANCE OF 95.61 FEET; THENCE SOUTH 56°20'27" WEST, A DISTANCE OF 86.35 FEET; THENCE SOUTH 56°55'03" WEST, A DISTANCE OF 89.33 FEET; THENCE SOUTH 56°05'27" WEST, A DISTANCE OF 92.80 FEET; THENCE SOUTH 56°13'41" WEST, A DISTANCE OF 86.96 FEET; THENCE SOUTH 54°48'45" WEST, A DISTANCE OF 89.51 FEET; THENCE SOUTH 58°42'58" WEST, A DISTANCE OF 84.07 FEET; THENCE SOUTH 62°29'33" WEST, A DISTANCE OF 91.87 FEET; THENCE SOUTH 57°00'53" WEST, A DISTANCE OF 81.18 FEET; THENCE SOUTH 53°09'27" WEST, A DISTANCE OF 81.81 FEET; THENCE SOUTH 57°52'41" WEST, A DISTANCE OF 87.27 FEET; THENCE SOUTH 59°26'31" WEST, A DISTANCE OF 95.24 FEET; THENCE SOUTH 61°22'51" WEST, A DISTANCE OF 102.96 FEET; THENCE SOUTH 61°16'22" WEST, A DISTANCE OF 98.62 FEET; THENCE SOUTH 58°49'09" WEST, A DISTANCE OF 97.83 FEET; THENCE SOUTH 63°24'04" WEST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 61°28'19" WEST, A DISTANCE OF 93.01 FEET; THENCE SOUTH 49°42'27" WEST, A DISTANCE OF 96.16 FEET; THENCE SOUTH 57°45'38" WEST, A DISTANCE OF 80.79 FEET; THENCE SOUTH 78°06'53" WEST, A DISTANCE OF 95.55 FEET; THENCE SOUTH 47°56'54" WEST, A DISTANCE OF 108.37 FEET; THENCE SOUTH 38°39'35" WEST, A DISTANCE OF 95.26 FEET; THENCE SOUTH 53°28'22" WEST, A DISTANCE OF 92.74 FEET; THENCE SOUTH 52°39'55" WEST, A DISTANCE OF 88.04 FEET; THENCE SOUTH 64°43'36" WEST, A DISTANCE OF 90.37 FEET; THENCE SOUTH 47°19'57" WEST, A DISTANCE OF 96.28 FEET; THENCE SOUTH 56°16'43" WEST, A DISTANCE OF 87.14 FEET; THENCE SOUTH 57°34'01" WEST, A DISTANCE OF 94.97 FEET; THENCE SOUTH 57°21'52" WEST, A DISTANCE OF 87.16 FEET; THENCE SOUTH 53°29'51" WEST, A DISTANCE OF 86.08 FEET; THENCE SOUTH 57°20'24" WEST, A DISTANCE OF 95.92 FEET; THENCE SOUTH 57°20'27" WEST, A DISTANCE OF 94.69 FEET; THENCE SOUTH 54°36'52" WEST, A DISTANCE OF 76.84 FEET; THENCE SOUTH 58°57'58" WEST, A DISTANCE OF 206.42 FEET; THENCE SOUTH 65°55'50" WEST, A DISTANCE OF 87.94 FEET; THENCE SOUTH 50°40'52" WEST, A DISTANCE OF 74.00 FEET; THENCE SOUTH 58°57'58" WEST, A DISTANCE OF 34.13 FEET; THENCE SOUTH 69°39'10" WEST, A DISTANCE OF 84.62 FEET; THENCE SOUTH 50°20'12" WEST, A DISTANCE OF 94.04 FEET; THENCE SOUTH 64°24'46" WEST, A DISTANCE OF 87.71 FEET; THENCE SOUTH 62°54'29" WEST, A DISTANCE OF 71.26 FEET; THENCE SOUTH 63°04'42" WEST, A DISTANCE OF 81.12 FEET TO THE WESTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 13304, PAGE 0899 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 13304, PAGE 0899 AND A SOUTHEASTERLY

PROJECTION THEREOF, SOUTH 33°21'54" EAST, A DISTANCE OF 414.85 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID LEVEE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 56°52'05" EAST, A DISTANCE OF 1304.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.577 ACRES OR 2,333,813 SQUARE FEET MORE OR LESS.

Restaurant and Tiki Bar/Deck



Tiki Bar

Restaurant and Deck

EXHIBIT "C"

LEASE BETWEEN TRUSTEES AND SUBLESSOR(city)

C

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

SP. 18
T 425
R 37E

LEASE AGREEMENT

Palm Beach FL

(1) 3471

No. 3471

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by local governments which may properly use and possess them for the benefit of the people of the State of Florida as specified in the following lease.

This agreement is made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the City of Pahokee, as LESSEE.

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The Lessor does hereby lease to the Lessee the following described property in the County of Palm Beach, State of Florida, together with the improvements thereon, as applicable, and subject to all existing encumbrances, viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Thirty (30) years for development and management for public outdoor recreation and related purposes.

2. The Lessee shall, through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

3. The Lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

4. A Management Plan for this tract shall be prepared by the Lessee, in accordance with Section 253.034, Florida Statutes, within 12 months of the execution date of this Lease and shall be submitted

No. 3471

to the Board for approval through State Lands, acting as agent for the Board. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the Lessee and the Board at least every five (5) years. The Lessee shall not use or alter the property except as provided for in the approved Management Plan without the advance written approval of State Lands, as agent for the Board.

5. The Lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the Lessee, or its subagent when applicable, in any matter pertaining to this agreement.

6. The Lessee hereby agrees, immediately upon execution of this Lease Agreement, to bind adequate fire, extended risk and liability insurance coverage from a financially-responsible insurer duly authorized to do business in the State of Florida, and will at that time notify the Lessor in writing of the amount of coverage, the insurance agent and company writing the coverage, which will be submitted to the following: Bureau of State Lands Management, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303. Lessee will make arrangements with the insurance agent to have the Lessor annually receive a copy of the issued insurance policy. Lessee further agrees to immediately notify the Lessor and the insurance agent of any erection or removal of any building or other improvement on subject land and any changes affecting the value of any improvements and to request said agent to make adequate changes in the coverage to reflect the changes in value. Said Lessee agrees to be financially responsible for any loss due to failure to obtain adequate insurance coverage.

7. The Lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the Lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of

No. 3471

this agreement to the extent allowable by law.

8. The Lessee agrees to 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.

9. The lessee shall not discriminate against any person or persons because of race, creed, color, sex, national origin or location of residency in the conduct of its operations hereunder.

10. This agreement is for the purposes specified herein, and subleases of any nature, are prohibited, unless previously authorized by the Lessor.

11. This lease agreement may be terminated by mutual agreement of the parties hereto. However, the lease agreement shall be terminated at the option of the Lessor when and if the said premises, including land and improvements, shall cease to be used for outdoor recreation purposes. The Lessee shall upon termination surrender the premises.

12. Upon cessation of occupation of said property, the Lessee agrees to leave all fixed improvements for the use of the Lessor and to put no claim upon said fixed improvements. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the Lessee, payable upon demand of the Lessor.

13. The Lessee hereby agrees to require that, in the event no further use of this parcel or any part thereof is needed, the lessee shall give notification to the Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release.

No. 3471

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 15th day of December, A.D. 1986.

Approved as to Form and
Legality

By: Ray L. Heiser

Approved for Compliance
with Chapter 253.03, F.S.

By: Steve Calaway

Buzz Meloy
WITNESS

Conroy M. Murray
WITNESS

By: [Signature]
EXECUTIVE DIRECTOR, DEPARTMENT
OF NATURAL RESOURCES AS AGENT
FOR THE BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

By: Alvin Davis

Title: Acting Mayor
FOR THE CITY OF PAHOKEE

EXHIBIT "A"

A tract of land describing all that portion of the Herbert Hoover Dike Levee D-9 lying between the southeasterly right of way line and the waters of Lake Okeechobee from station 108+69.5 to station 163+06.5, all according to the right of way map prepared by the Central and Southern Florida Flood Control District, DWG. No. L-D9-2, more particularly described as follows:

Commencing at the Southwest Corner of fractional Section 18, Township 42 South, Range 37 East, Palm Beach County, Florida; thence North 0° 26' 16" West, along the West line of said Section 18, a distance of 1910.19 feet to a point on the southeasterly right of way line of the Herbert Hoover Dike Levee D-9, a works of the Central and Southern Florida Flood Control District, as now laid out and in use, said point being station 99+65.03; thence North 57° 00' 48" East, along the said right of way line, a distance of 904.47 feet to the Point of Beginning, said point being station 108+69.50; thence continue North 57° 00' 48" East, along the said right of way line, a distance of 3486.18 feet to a point, said point being station 143+55.68; thence North 59° 06' 15" East, along the said right of way line, a distance of 1950.82 feet to a point, said point being station 163+06.50; thence North 30° 53' 45" West, to the waters edge of Lake Okeechobee; thence in a southwesterly direction, along the waters edge of Lake Okeechobee, to a point on a line (said line bearing North 32° 59' 12" West from the Point of Beginning above described); thence South 32° 59' 12" East to the Point of Beginning, said point being station 108+69.50. Containing 30 acres, more or less.

NO. 3471
EXHIBIT A
PAGE 1 OF 1

(2) 3471 v

ATL8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT NO. 1 TO LEASE NUMBER 3471

THIS LEASE AMENDMENT is entered into this 2nd day of June, 1994, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the CITY OF PANOKEE, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 1986, LESSOR and LESSEE entered into Lease No. 3471;

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit A of Lease No. 3471 is hereby amended to include the real property described in Exhibit "A", a copy of which is attached hereto and by reference made a part hereof.

2. The following special conditions are understood and agreed by the LESSOR and LESSEE:

- A. LESSEE shall develop, at its expense, ten (10) camp sites on the herein described lease premises. These sites will be grouped at the northern end of the camping area and shall be restricted to non-motorized users. This camping area should only be

cleared to the degree necessary to support a tent pad and picnic table, and should be placed radiant to a centralized picnic shelter. Potable water and a convenient rest room facility is to be constructed on site. An specific area shall be designated in the event of an overflow of non-motorized campers.

- B. LESSEE shall provide parking for trail users at some designated trailhead site, to be located adjacent to main the access road leading to the Hoover Dike. The LESSEE shall construct a sign designating the area as a trailhead site and informing visitors of available parking.
- C. LESSEE shall plan the remaining camping area for vehicular campers so that travel on the top of the Hoover Dike within the camping area is kept to a minimum, so as to minimizes conflict with the non-motorized users.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease No. 3471 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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

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

Odessa Hunter
Witness
Odessa Hunter
Printed/typed
Glenn Kestler
Witness
Glenn Maddox
Printed/typed

BY: James O. Orak (SEAL)
CHIEF, BUREAU OF LAND
MANAGEMENT SERVICES, DIVISION
OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
2nd day of June, 1994 by Daniel T. Crabb, as Chief,
Bureau of Land Management Services, Division of State Lands,
Department of Environmental Protection, who is personally known
to me and who did not take an oath.

My Commission Expires:



SYLVIA V. SCOTT
MY COMMISSION # 00295530 EXPIRES
JULY 25, 1997
NOTARY PUBLIC, STATE OF FLORIDA

Sylvia V. Scott
Notary Public, State of Florida
Printed, typed or stamped name:
Sylvia V. Scott
00295530
(Serial Number, if any)

Approved as to Form and Legality

By: S. Daniels
DRP Attorney

CITY OF PAHOKEE

Kenneth M. Schenck, Jr.
Witness
KENNETH M. SCHENCK, JR.
Printed/typed
Guyle P. Renard
Witness
GUYLE P. RENARD
Printed/typed

By: Kenneth M. Schenck, Jr. (SEAL)
Its: MAYOR
"LESSEE"

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
16th day of May, 1994 by Raman Hartman,
as Mayor of Pahokee, who is personally known to
me or has produced _____ as identification.

My Commission Expires:

Debra Palmer
Notary Public, State of Florida
Printed, typed or stamped name:
Debra Palmer
Notary Public, State of Florida
My Commission Expires Oct. 4, 1994 CC052991
(Serial Number, if any)

EXHIBIT "A"

Legal Description of the Leased Property

A parcel of land lying within the United States Levee Right-of-Way of Lake Okeechobee, said land situate in Section 13, Township 42 South, Range 36 East; and Section 18, Township 42 South, Range 37 East, City of Pahokee, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 13; thence north 00 degrees 41' 02" west along the east line of said Section 13, a distance of 1954.38 feet to the point of beginning; thence south 56 degrees 56' 31" west, a distance of 1320.40 feet; thence north 33 degrees, 29' 54" west, a distance of 352.17 feet; thence north 58 degrees 49' 58" east along the shore line of said Lake Okeechobee, a distance of 1523.33 feet to a point on the said east line of Section 13 and the west line of said Section 18; thence continue along said line north 54 degrees 27' 10" east, a distance of 695.07 feet; thence south 32 degrees 53' 04" east, a distance of 334.56 feet; thence south 57 degrees 06' 09" west, a distance of 884.80 feet to a point on the said west line of Section 18 and the point of beginning of the herein described parcel.

Said parcel containing 16.49 acres, more or less.

(2) 3471

ATL1

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

AMENDMENT NUMBER 2 TO LEASE NUMBER 3471
CITY CAMPGROUND

THIS LEASE AMENDMENT is entered into this 23rd day of August, 2001, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the CITY OF PANORAMA, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 15, 1998, LESSOR and LESSEE entered into Lease Number 3471; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to extend the period of the lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph 1 of the lease is hereby amended to extend the period of the lease for an additional fifteen (15) years from December 16, 2016 through December 15, 2031.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3471, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

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

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

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

Frederica W. Jones
Witness

Frederica W. Jones
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS
AND MANAGEMENT CONSULTANT
MANAGER, BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"



The foregoing instrument was acknowledged before me this
23rd day of August, 2001, by Gloria C. Nelson,
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, 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.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Joseph. P. Alsin
DEP Attorney

CITY OF PAHOKEE, FLORIDA, BY ITS
BOARD OF CITY COMMISSIONERS

[Signature]
Witness

KEN SCHENOK
Print/Type Witness Name

[Signature]
Witness

Shelia Sanchez
Print/Type Witness Name

By: [Signature]

ROY SINGLETARY
Print/Type Name

Title: MAYOR

"LESSOR"



STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this
21 day of August, 2001, by Roy Singletary
as Mayor, on behalf of the City of Pahokee
He/she is personally known to me.

[Signature]
Notary Public, State of Florida

Debra Palmer
Print/Type Notary Name

Commission Number:

Commission Expires:



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 FEE WAIVED LEASE
MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 500224016

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 Pahokee, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 18, Township 42 South, Range 37 East, in Lake Okeechobee, Palm Beach County, Florida, containing 584,954 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 17, 2015.

HAVE THE USE OF the hereinabove described premises from November 25, 2015, the effective date of this modified lease, through May 13, 2023, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 112-slip docking facility with marginal docks, boat ramps, boat lifts, fishing pier, and breakwater to be used exclusively for mooring of governmental, commercial fishing charters, tours, and recreational vessels in conjunction with an upland 112-unit dry storage facility, public recreational development, including a campground, restaurant, and boat repair facilities, with fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 50-0129049-001-EI, dated April 10, 1998, Modified Permit No. 50-0129049-003, dated February 22, 2001, Modified Permit No. 50-0129049-004, dated September 17, 2002, Modified Permit No. 50-0129049-006, dated October 22, 2002, Consolidated Environmental Resource Permit No. 50-0129049-008, dated May 17, 2005, Consolidated Environmental Resource Permit No. 50-0129049-009, dated July 12, 2006, Modified Permit No. 50-0129049-013, dated January 12, 2007, and Environmental Resource Permit No. 50-0302773-003, dated November 25, 2015, incorporated herein and made a part of this lease by reference. The construction of the proposed structures depicted on Attachment A of this modified lease shall be completed no later than November 25, 2020. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 10 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 permits referenced in paragraph 1 of this lease. 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 arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

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 Pahokee, Florida
207 Begonia Drive
Pahokee, Florida 33476

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 "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.

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. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

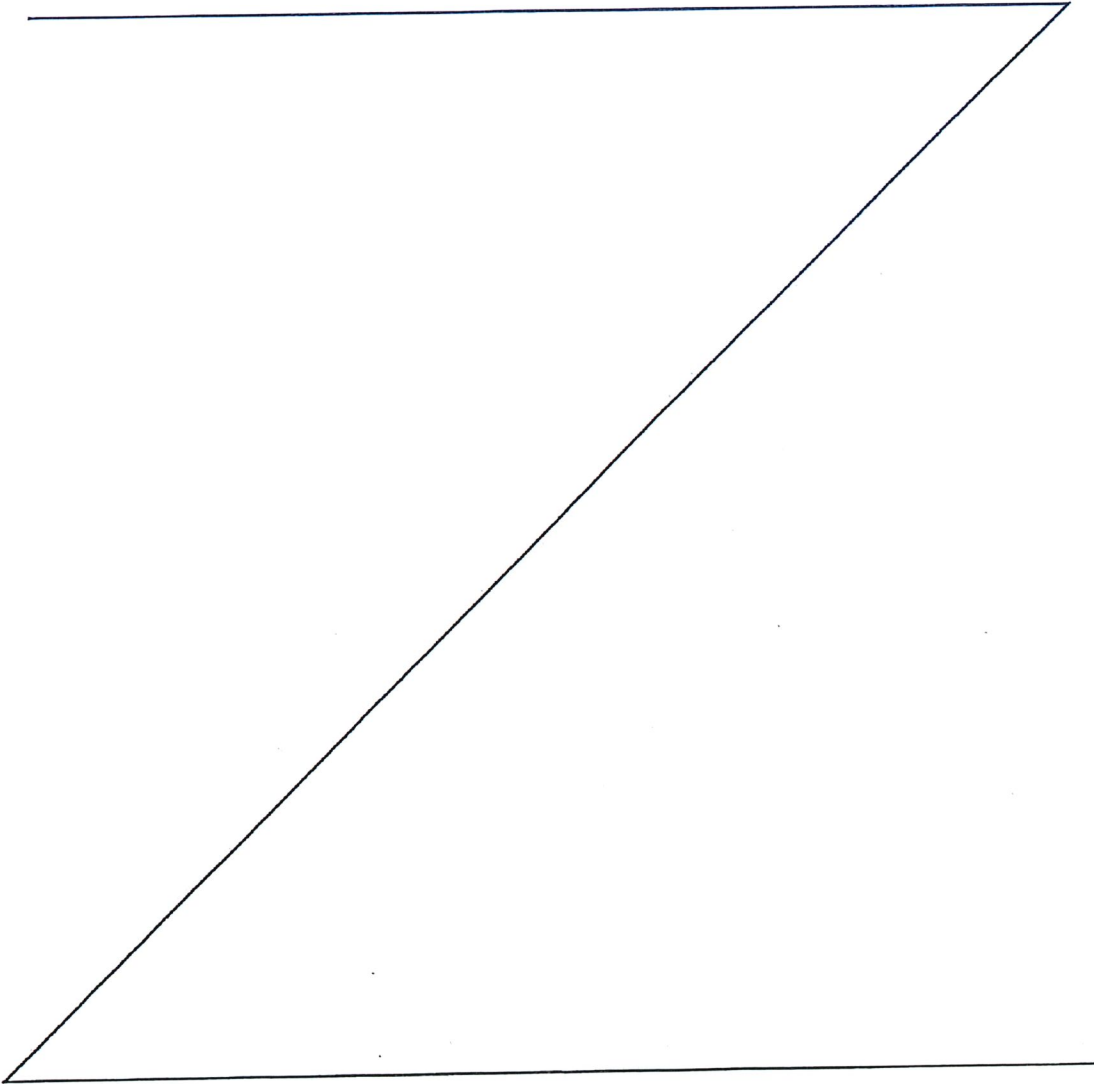
B. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee educational brochures) at centralized display no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this educational program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/Educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (Telephone 850-922-4330).

C. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the northeastern rock breakwater, access walkway or terminal platform of the fishing pier. To ensure compliance, the Lessee shall place and maintain signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

D. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

E. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

F. The Lessee and marina operations staff shall inform all wet slip occupants in writing of the availability and requirement to use the sewage pumpout facilities provided on the uplands.



WITNESSES:

Kathy C Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C. McCall
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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of July, 2016, 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 6/1/16

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name KATHY C GRIFFIN
My Commission Expires Notary Public - State of Florida
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Bonded through National Notary Assn.
Commission/Serial No.

WITNESSES:

Angelica Kles
Original Signature

Angelica Kles
Typed/Printed Name of Witness

Cyan L. Branes
Original Signature

Tijana Warner
Typed/Printed Name of Witness

STATE OF Florida
COUNTY OF Palm Beach

City of Pahokee, Florida (SEAL)

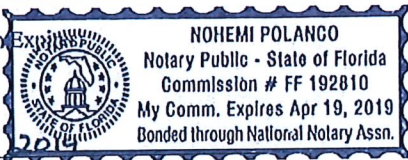
BY: Keith W. Babb, Jr.
Original Signature of Executing Authority

Keith W. Babb, Jr.
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 6 day of July, 2016, by Keith W. Babb, Jr. as Mayor, for and on behalf of City of Pahokee, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires 
Apr. 19, 2019
Commission/Serial No. FF 192810

Noemi Polanco
Signature of Notary Public

Notary Public, State of Florida

Noemi Polanco.
Printed, Typed or Stamped Name

 Maps

190 N Lake Ave, Pahokee, FL 33476

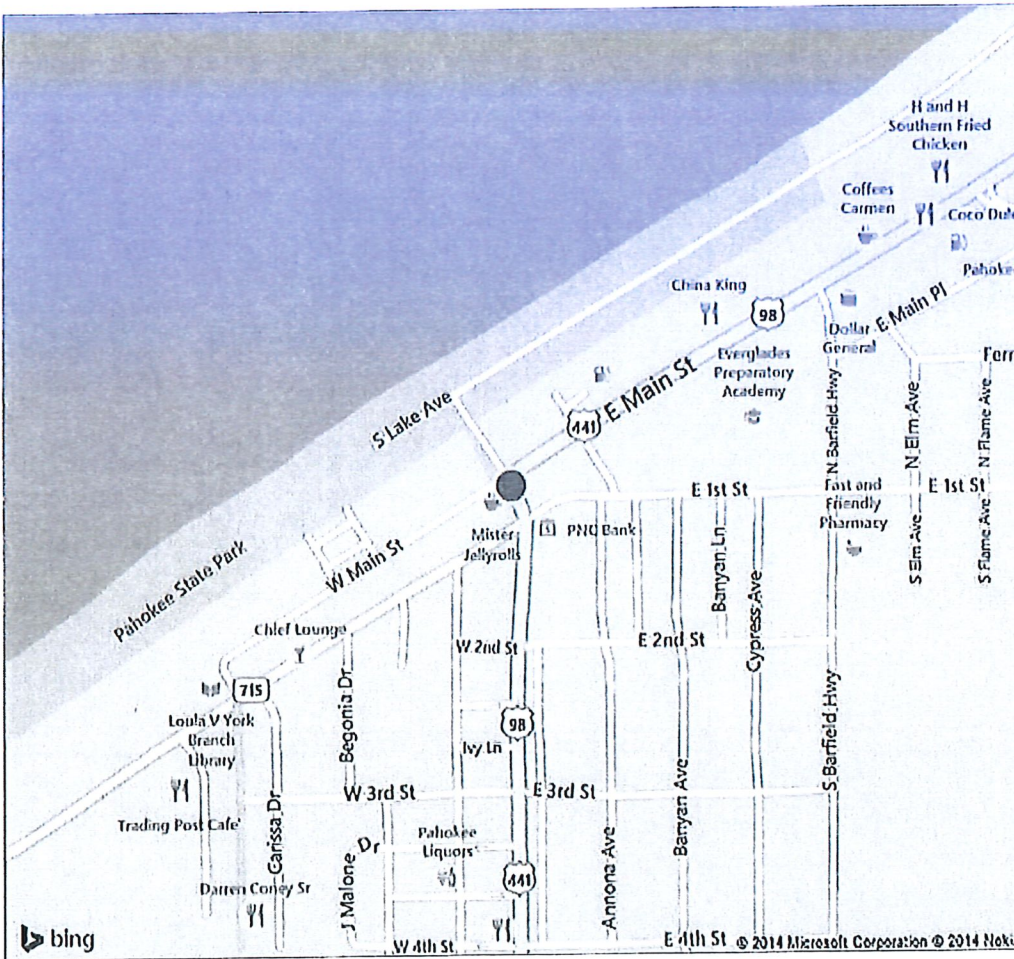
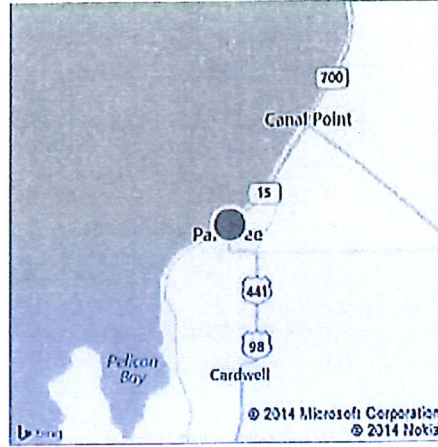


EXHIBIT "D"
LIST OF RESTAURANT EQUIPMENT
ATTACHED



PAHOKEE RESTAURANT

EQUIPMENT PURCHASES



CONTINENTAL REACH-IN



ALTO SHAMM



11 LANTERNS



8 HEAT LAMPS

Prepared by

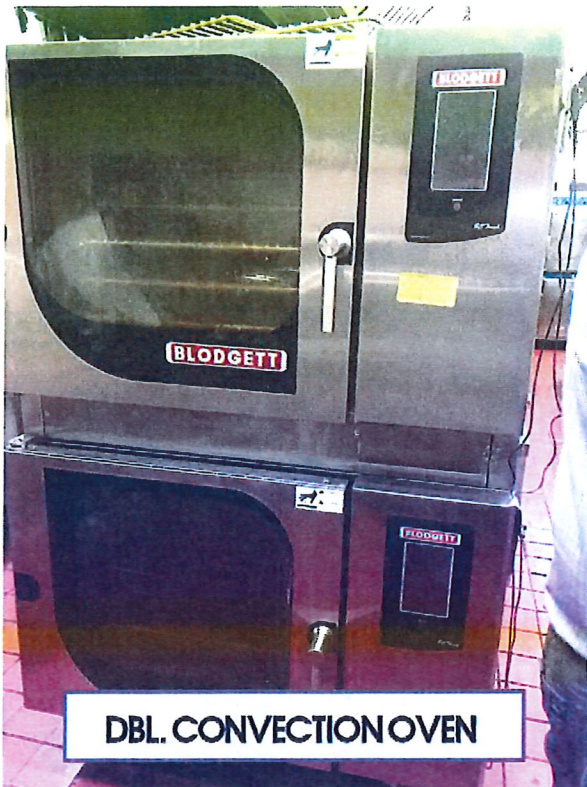
D

PAHOKEE RESTAURANT

EQUIPMENT PURCHASES



MIXER



DBL. CONVECTION OVEN



VULCAN SOUP KETTLE



TRUE REACH-IN FRIDGE

EXHIBIT "E"
DRUG FREE WORKPLACE CERTIFICATION
ATTACHED

EXHIBIT "E"

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, TENANT agrees to:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the Premises and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the TENANT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- (3) Give each employee engaged in services on behalf of TENANT a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of employment, the employee will abide by the terms of the statement and will notify the TENANT of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance law of the United States or any state, for a violation occurring on the Premises no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Robert F. Lambert, the Managing Member of Everglades Reserve Holdings, LLC, who does certify that said Tenant has implemented a drug- free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

(Signature)

(Date)

EXHIBIT "F"
DISCLOSURE OF BENEFICIAL INTEREST

ATTACHED

DISCLOSURE OF BENEFICIAL INTEREST

TO: CITY OF PAHOKEE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Managing Member of Everglades Reserve Holdings, LLC (the "Tenant") which entity is providing operation and management services for the Pahokee Campground, Marina and Restaurant, located at _____ (the "Facility").

2. Affiant's address is: _____

3. Attached hereto, and made a part hereof, as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the TENANT and the percentage interest of such person or entity. Disclosure does not apply to non-profit corporation, government agencies, or to an individual's or entity's interest in an entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public. If any of the foregoing exceptions to the disclosure requirement apply, Affiant shall execute this instrument below and insert on Exhibit "A" the exception that applies.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath

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