

LAND RIGHTS SWAP AGREEMENT

THIS LAND RIGHTS SWAP AGREEMENT (hereinafter, "Agreement") is entered this ____ day of _____, 2023 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

-and-

CORAL RIDGE GOLF COURSE, INC., a Florida corporation, whose principal address is 3801 Bayview Drive, Fort Lauderdale, FL 33308 (hereinafter, "CORAL RIDGE")

RECITALS

A. As of the Effective Date hereof, City represents that it is the fee simple owner of the following described real property:

LEGAL DESCRIPTION

Exhibit "A-1"
("City Site")

B. Currently, Coral Ridge holds a leasehold interest under a Lease dated March 24, 1999, with an initial expiration date of March 23, 2019, on a portion of the City Site which serves as the maintenance facility and driving range for the Coral Ridge Golf Course. The leasehold interest is legally described as follows:

LEGAL DESCRIPTION

(Exhibit "A-2")
("Leasehold Site")

C. Coral Ridge has exercised one of its options to extend the term of the Lease and is in the third year of the first five (5) year option which will expire on March 23, 2024. Execution of the First Amendment shall extend the term of the Lease as set forth therein.

D. As of the Effective Date hereof, Coral Ridge represents that it is the fee simple owner of the following described real property:

LEGAL DESCRIPTION

(Exhibit "A-3")
("Golf Course")

E. City is the beneficial owner of an ingress, egress and sewer easement (“Existing Blue Line Easement”) within the Golf Course which provides access to the City’s pump station located within the unencumbered portion of the City Site and provides sewer infrastructure to support the City’s sewer system. The existing sewer infrastructure is located outside of the Existing Blue Line Easement and will be abandoned by the City.

F. City is interested in acquiring an easement to install a new sewer force main (“Green Line Easement”) and is interested in reconfiguring the Blue Line Easement together with an ingress and egress easement to the City Site . Upon completion of the sewer improvements for the reconfigured Blue Line Easement and inspection and acceptance by the City of the workmanship by the design and construction professionals, the Existing Blue Line Easement shall be abandoned by the City.

G. Replacement or rehabilitation of the existing force main is required under Consent Order 16-1487 entered in the matter of *State of Florida, Department of Environment Protection v. City of Fort Lauderdale OGC No. 16-1487* and must be completed on or before September 30, 2026 (the “Project”), subject to force majeure and subject to budget and appropriation by the City Commission.

H. Coral Ridge is interested in extending the term of the Lease in exchange for granting certain easements, rights and privileges to the City according to the terms and conditions set forth herein.

I. The City is willing to amend the Lease to extend the Lease for a term not to exceed fifty (50) years as set forth herein provided Coral Ridge grants the necessary easements, reasonably cooperates with the City and its agents and employees and complies with other terms, covenants and conditions set forth herein, provided such cooperation does not require Coral Ridge to materially alter its operations as a private premium golf course outside of the dates set forth herein.

J. An exchange of property rights as set forth herein to improve the City’s sewer service systems serves a valid municipal purpose and constitutes a public purpose and use under Section 8.04 (f) of the City Charter.

K. City and Coral Ridge are desirous of entering into this Land Rights Swap Agreement to exchange the foregoing property rights upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations exchanged between the parties, the sufficiency of which is hereby acknowledged, the parties hereby stipulate:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Effective Date.** The “Effective Date” of this Agreement shall be the date that the last party executes this Agreement.

3. **Lease.** Upon execution of the Second Amendment, the City shall extend the term of the Lease for a period of fifty (50) years, with no additional options, starting from the date as established in Section 8 below on the same terms and conditions of the existing lease, and Coral Ridge shall accept the amended Lease upon the terms and conditions hereinafter set forth.

4. **Easements.** Coral Ridge shall grant easements, including without limitation, the Green Line Easement and the Blue Line Easement for utility services, a temporary construction easement and an ingress and egress easement to the City Site and reasonably cooperate with the City, its employees and agents, including without limitations its design professionals and contractors in constructing the infrastructure improvements and City shall accept the easements, upon the terms and conditions hereinafter set forth. Failure to grant the easements or failure to reasonably cooperate with the City, its employees and/or agents shall serve as a basis to deny an extension of the term of the Lease for fifty years starting from the date the documents are exchanged as set forth in Section 8.

5. **Construction of Improvements.** Coral Ridge acknowledges and understands that the City, in accordance with the City's policies, laws, rules, resolutions and ordinances and procedures, will engage the services of designs professionals and contractors to construct the sewer infrastructure improvements within the Blue Line and Green Line Easements areas. It is anticipated such work shall be completed on or before September 30, 2026, subject to circumstances and events beyond the control of the City and subject to budget and appropriation of the City Commission of the City. However, both parties acknowledge that the City shall have up to ten (10) years to complete this Project. Coral Ridge shall also grant the City a temporary construction easement, which shall be recorded in the public records at the City's expense prior to commencement of construction during the Initial and Second Installation Period for the Blue Line Easement only as agreed upon by the City, Coral Ridge and the City's design professionals and contractors. Such construction within the Blue Line Easement shall only use the "open cut" methodology and within the Green Line Easement, the trenchless horizontal directional drilling methodology shall be used. Such requirements shall be incorporated in the Request for Proposal and other bid documents and the construction and/or design agreements. Installation of the force main within the Blue Line Easement shall occur during the time the Golf Course is closed for maintenance and shall not exceed ten (10) days ("Initial Installation Period"), subject to force majeure such as hurricanes and other conditions beyond the control of the City or its contractors and subject to Coral Ridge providing access and cooperating with efforts to complete the work and/or restore the Blue Line Easement Area and any temporary construction easement area. At the end of the ten (10) days, the driving range, maintenance area and temporary construction easement area shall be returned to the condition existing prior to commencement of the work such that it is safe for members to play golf. Thereafter, if additional restoration is required, the parties will settle on another time not to exceed ten (10) day ("Second Installation Period") which will coincide only with the period of time when the Golf Course is closed for maintenance. The timing for installation of the sewer infrastructure improvements within the Green Line Easement shall be at the discretion of the City but not to exceed ten (10) years. Coral Ridge shall determine in its sole discretion the dates of its closure and shall advise the City of the dates once they are determined. The City shall have notice at least One Hundred and Eight (180) days before closure dates subject to force majeure events that delay maintenance occurring on said dates that shall occur between June 1 and

September 1 each year. The Green Line Easement will not require a Temporary Construction Easement and the installation of such sewer utilities will not require disturbance of the surface of the Golf Course.

Coral Ridge shall not be deemed a third-party beneficiary under any design, construction or other agreements executed in connection with this Project. If the sewer infrastructure is not completed and the golf course is not restored to playing conditions, then the City shall pay liquidated damages of \$10,000 per day for the first ten (10) days starting on the next day following the end of the Initial Installation Period or the Second Installation Period, as the case may be, and \$15,000 per day starting from day eleven (11). In no event shall the cumulative liquidated damages for installation of sewer improvements within the Blue Line Easement and the Green Line Easement exceed \$750,000.00. If after the liquidated damages cap of \$750,000 has been met, the area in question has not been restored to playing conditions or the work is continuing, Coral Ridge, using commercially reasonable standards and judgment, has the right to issue a stop work order to the City and its agents until the area in question has been restored to playing conditions or the golf course is closed as reasonably determined by Coral Ridge. Coral Ridge shall specify in detail the work that must be completed to restore the area in question to playing conditions. Coral Ridge shall execute and deliver to all appropriate parties a release of the stop work order when the area in question has been restored to playing conditions. The stop work order may also be enforceable by Coral Ridge seeking an Emergency Injunction requiring the City and its agents to cease and desist and if pursued by Coral Ridge, the City and its agents waives all defenses against the issuance of an injunction except for force majeure or any delays in completion of the Blue Line Easement arising solely from Coral Ridge, its agents or employees (or other parties controlled by Coral Ridge whose cooperation is necessary) materially interfering with or failing to reasonably cooperate with the City, its employees or its agents during the two (2) ten (10) installation periods.

Prior to commencement of work, Coral Ridge, the City's Project Manager, its third party contractor and other necessary and appropriate parties shall have a preconstruction meeting with the principals of Coral Ridge to develop a written work plan, which shall be incorporated herein, to address such issues as maintenance, access, storage of materials, creating a description of "specialized restorative work" and agreeing on the allowance, designating the party responsible for completing the specialized work and other such other necessary work items with the intent of minimizing disruption to use of the Golf Course by its members and maintenance activity by Coral Ridge staff. During the meeting, the parties will create a temporary construction easement (for the Initial and Second Installation Period only) and will decide on the scope, manner and legal description of the temporary easement that is least disruptive to operations of Coral Ridge's golf course and Coral Ridge shall execute and deliver such easement to the City for recording at City's expense. Such temporary construction easement shall only be valid for the Initial and Second Installation Period as agreed to by the parties. The contractor hired to install the infrastructures shall return the affected area of the Golf Course to the condition existing prior to commencement of work, ordinary wear and tear, excepted and except for the "specialized restorative work" on the Golf Course which will be completed by Coral Ridge or the City's Design Build Firm and paid for by the City up to and not to exceed an allowance amount to be agreed upon at the preconstruction meeting. Subject to verification, Coral Ridge anticipates the restorative work shall cost approximately One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000) based on costs for the calendar year 2023. The City shall have no liability for specialized restorative work

performed by Coral Ridge, or its agents, other than to pay for cost of the work, not to exceed the agreed upon allowance, provided sufficient documents (i.e., including, without limitation, receipts, cancelled checks, employee timecard, invoices) are provided to the City within forty-five (45) days after the work is performed and approved by Coral Ridge. Coral Ridge will make good faith efforts to approve the specialized restorative work as soon as possible using commercially reasonable standards. If the specialized restorative work is completed by Coral Ridge or its agents, the City shall make payment to Coral Ridge for the restorative work within forty-five (45) days after all required and requested information has been provided to the City.

Further, the Design Build Firm must perform work during the Initial Installation Period and the Second Installation Period, if necessary, must maintain access to entrance after the Initial Installation Period and the time between the Initial Installation Period and the Second Installation Period and the parties must consult with each other and agree on a storage area for the pipe materials within the Golf Course during installation of the infrastructure within the Blue Line Easement only. Notwithstanding, the City shall have the right to store materials on the City Site but not Coral Ridge's leasehold site. Further, subject to compliance with the City's ordinances, rules and regulations, the City, its employees or agents may perform work twenty-four (24) hours a day during the Initial and Second Installation Period. Coral Ridge shall have the right to review responses to the City's Request for Proposal to the extent the response is not exempt from the public records laws of Florida and shall have the opportunity to make recommendations regarding an award of the contract to the successful bidder. However, the final decision shall be made by the City Commissioners giving due consideration to the recommendation of Coral Ridge.

6. Cooperation and Further Assurances. The terms and conditions of this Agreement are intended to be binding and enforceable against the respective parties and yet, both parties acknowledge that they certain aspects of this Project will require future consultation and agreement by the parties. Both parties agree to act in good faith and respond to requests for decisions, approvals and information and exercise commercially reasonable judgment in its actions and decision making process and to expeditiously m the City and/or its agents, contractors or employees. Both parties agree to execute such documents and provide such further assurances as reasonably required to consummate the exchange of property rights. This provision shall survive exchange of documents. Coral Ridge acknowledges that the final "as-built" survey will reflect the actual location of the infrastructure improvements and such location may require a modification of the sketch and legal description for all, some or one of the easements and Coral Ridge agrees to execute amended easements as needed to modify the legal description provided the "as-built" locations do not encroach on any tee box or fairway of the Golf Course on the Blue Line Easement. Both parties acknowledge the infrastructure within the Green Line easement is located underground under a fairway. The City and Coral Ridge shall have the right of specific performance to enforce this provision and other terms and conditions of this Agreement and in the event of litigation the prevailing party shall have the right to recover reasonable attorney's fees and costs through the appellate level.

7. Exhibits. The Exhibits to this Agreement consist of the following:

Land Rights Swap Agreement
Exhibit "A" City Site, Leasehold Site, Golf Course Site

Exhibit "B"	Existing Easement
Exhibit "C"	Template for Blue Line Easement
Exhibit "D"	Template for Green Line Easement
Exhibit "E"	Existing Lease
Exhibit "F"	First and Second Amendment to Lease
Exhibit "G"	Design Criteria Package

8. Simultaneous Exchange. Simultaneous with execution of this Agreement, the parties shall execute the First Amendment to the Lease. Prior to commencement of installation of the infrastructure improvements, Coral Ridge shall grant a temporary construction easement to the City in form and content agreed upon by the parties during development of the work plan. Provided both parties can provide clear and marketable title, free and clear of all liens, judgments, encumbrances and other adverse title matters, conveyance to the City of the Blue Line Easement, the Green Line Easement and ingress and egress easement to the City Site and execution and delivery of the Second Amendment to the Lease to Coral Ridge shall occur within fifteen (15) days after the earliest to occur (a) installation of the infrastructure within the Blue Line Easement and the Green Line Easement and acceptance by the City or (b) ten (10) years from the Effective Date of this Agreement. . Exchange of executed instruments shall occur within fifteen (15) days after the City sends notice at the addresses above of its readiness to exchange documents. The Commencement date of the fifty (50) year term shall be the earlier of the date the last party executes the Second Amendment which shall occur simultaneously with execution of the easements or ten years from the date of this Agreement. In the event, the infrastructure improvements as contemplated in the Land Rights Swap Agreement are completed and accepted before the expiration of the ten year period, then within fifteen (days) thereafter, the parties shall exchange documents. If the City's infrastructure work is not completed within ten (10) years from the Effective Date of this Agreement, the fifty (50) year term shall commence the date that is ten years from the Effective Date of this Agreement and the City shall be granted an additional five (5) years to complete the infrastructure improvements and receive the necessary easements.

In the event the subject easement area is encumbered by a ground tenant, mortgage or other lien, Coral Ridge agrees to secure a Joinder and Consent or secure releases therefor in form and substance reasonable acceptable to the City from the ground tenant, lender or other lien holder. Each party shall bear the responsibility of paying its own closing costs, if any, including attorney's fees and title search fees. The City shall be responsible for preparing the Blue Line and Green Line Easement, Legal description for Blue Line Easement, Green Line Easement and temporary construction easement, and Amendments to Lease, subject to approval by Coral Ridge and its attorney. The City shall take such reasonable steps necessary to abandon the existing Blue Line Easement prior to or simultaneously with the exchange of documents.

9. Liquidated Damages. Coral Ridge acknowledges and understand that as a public entity, this Project to install the force main must be publicly procured in accordance with the City's rules, regulations, ordinances and resolutions. The City acknowledges that a portion of this work will occur on Coral Ridge's Golf Course and the City will incorporate in its Request for Proposal and in its contract with the Design Build Firm certain requirements requested by the Coral Ridge and as described in the Design Criteria Package with goal of achieving minimum interruption to the business operations of Coral Ridge. In the event of damage to the Golf Course resulting from

work done by the design professionals or the contractor, Coral Ridge's sole remedy is against the City is to recover liquidated damages not to exceed \$750,000. Both parties acknowledge that it is difficult to ascertain the amount of the damages and that the liquidated damages described in Section 5 is fair and reasonable compensation for the loss of use to the Leased Area and/or Golf Course. Notwithstanding, the City shall not be liable to Coral Ridge or the Golf Course for any other damages, fees, costs, expenses or losses, including without limitation, actual, pecuniary, speculative, consequential or incidental damages except in the event of litigation and provided Coral Ridge is the prevailing party, the City shall pay reasonable attorney's fees and actual costs through the appellate level. Further, except for payment of liquidated damages and except for the right to extend the term of the Lease, Coral Ridge hereby releases the City, its public officials, agents, employees and officers from any and all claims, causes of action, liability, damages, claims, demands whatsoever, which Coral Ridge has or may have against the City relating to or arising from this Project including delays in completing the Project. The City releases Coral Ridge from all claims, causes of action, liability, damages, claims, demands which the City has against Coral Ridge under the Lease Agreement for those acts or omissions arising prior to the Effective Date of this Agreement. Nothing herein shall be deemed a release by the City of future claims or demands against Coral Ridge under the Lease Agreement arising after the Effective Date of this Agreement. Notwithstanding, Coral Ridge reserves all rights for causes of actions sounding in tort or trespass liability against the Design Build Firm and any claims for the failure of the Design to Build Firm to remove materials, store materials outside of any easement area or continue working after the stop work order is issued. Exercise of such right by Coral Ridge shall not affect completion of the Project except Coral Ridge may seek enforcement of the stop work order and any injunction allowed herein.

10. Good Faith. The parties agree that as to all contractual matters contemplated by this Agreement that they hereby covenant to perform in good faith and deal fairly each with the other to protect the parties' reasonable expectations hereunder.

11. Miscellaneous.

11.1 Incorporation of Exhibits and Schedules. All Exhibits and Schedules attached and referred to in this Agreement are hereby incorporated herein (and deemed to be a part of) this Agreement as fully set forth in this Agreement.

11.2 Time of the Essence. Time is of the essence of this Agreement.

11.3 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.4 Interpretation. Words used in the singular shall include the plural and vice-versa, and any gender shall be deemed to include the other. Whenever the words "including," "include" or "includes" are used in this Agreement, they should be interpreted

in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibits and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of this Agreement is not to be resolved against City or Coral Ridge but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

11.5 No Waiver. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be deemed to be a waiver by such party of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by such party while the other party continues to be so in default.

11.6 Consents and Approvals. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party in their contractual capacity hereunder shall not be unreasonably withheld, delayed or conditioned.

11.7 Governing Law. The laws of the State of Florida shall govern this Agreement.

11.8 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, City and Coral Ridge do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

11.9 Amendments. This Agreement may be amended by written amendment executed by all parties, but not otherwise.

11.10 Jurisdiction; Venue. Each party hereby consents to the exclusive jurisdiction of any state or federal court located where the City Site is located. Each party further consents and agrees that venue of any action instituted under this Agreement shall be proper solely in the jurisdiction where the City Site is located, and hereby waives any objection to such venue

11.11 Waiver of Trial by Jury. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement.

11.12 Computation of Days. In computing any period of time expressed in day(s) in this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

11.13. Authority. The City represents that the execution and delivery hereof has been approved at a duly convened, properly noticed, meeting of the City and the same is binding upon and enforceable against the City in accordance with its terms. Coral Ridge represents that: (i) the execution and delivery of this Agreement has been approved by all persons whose approval is required; (ii) this Agreement is binding upon Coral Ridge and enforceable against it in accordance with its terms; (iii) the individuals executing this Agreement on behalf of Coral Ridge are duly authorized and are empowered to execute the same for and on behalf of Coral Ridge. Coral Ridge is a Florida corporation duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper public officials.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By: _____
Dean J. Trantalis, Mayor

Date: _____

By: _____
Greg Chavarria, City Manager

Date: _____

Attest:

David R. Soloman, City Clerk

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By _____
Lynn Solomon, Asst. City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2023, by Dean Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____, 2023, by Greg Chavarria, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

CORAL RIDGE GOLF COURSE, INC.,
a Florida corporation

By: _____
J.J. Sehlke, Vice President

[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by J.J. Sehlke, as Vice President of Coral Ridge Golf Course, Inc., a Florida corporation is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A-1"

SKETCH & DESCRIPTION CITY SITE

Parcel A:

A ten acre tract of land lying in Section 24, Township 49 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commence at the center point of said Section; thence North 89° 55' 11" East, along the quarter-section line, a distance of 689.00 feet to the Point of Beginning of land herein to be described; thence South 32° 53' 25" East, a distance of 390.00 feet; thence North 57° 06' 35" East, a distance of 548.32 feet thence North 32° 53' 25" West, a distance of 533.45 feet; thence South 74° 10' 11" West, a distance of 46.58 feet; thence North 15° 49' 49" West a distance of 270.00 feet; thence South 74° 10' 11" West, a distance 435.53 feet; thence South 15° 49' 49" East, a distance of 270.00 feet; thence north 74° 10' 11" East, a distance of 70.00 feet; thence South 15° 49' 49" East, a distance of 100.00 feet; thence South 74° 10' 11" West, a distance of 70.00 feet; thence South 15° 49' 49" East , a distance of 198.00 feet, to the Point of Beginning.

TOGETHER WITH two (2) certain easements and rights of way which shall forever and perpetually be and remain appurtenances to the land hereinabove described as PARCEL A, said easements and rights of way being hereinafter described as Right of Way and easement "X" and Right of Way and easement "Y", viz;

RIGHT OF WAY AND EASEMENT "X":

**An easement and right of way 40 feet in width to be used only for a sewer line inlet and outlet and water mains, the center line of which is described as follows:
to-wit:**

Commence at the center point of said Section 24; thence North 69° 55' 11" East along the quarter section line of said Section 24, a distance of 698 feet; thence South 32° 53' 25" East, a distance of 390 feet; thence North 57° 06' 35" East, a distance of 442.11 feet to the Point of Beginning of the centerline of the forty foot easement herein described; thence due East along a line, said line being the Westerly prolongation of the centerline of Northeast 37th Court (Westchester Drive), a distance of 1099.59 feet to the intersection with the centerline tangent of Bay View Dive.

and also

RIGHT OF WAY AND EASEMENT "Y"

A right of way and easement twenty (20) feet in width, which right of way is to be used only and exclusively for road way purposes for ingress to and egress from the land described in Parcel "A", and also for erecting and maintaining along said right of way underground water lines and also for erecting along and on said right of way overhead utilities lines, provided however, that in the event the Party of the First Part desires the said utilities lines to be erected, placed, kept and maintained underground, the Party of the First Part and its

successors in title shall have the right to place said utilities lines underground without additional cost and expense to the Party of the Second Part herein, the center line of which right of way, is described as follows, to-wit:

Commence at the Point of Intersection of the centerline of Bay View Drive and the North boundary line of the Country Club Subdivision, according to the plat thereof recorded in Plat Book 36, Page 30, of the public records of Broward County, Florida; thence North $4^{\circ} 00'$ East, along the Northernly prolongation of the center line of said Bay View Drive, a distance of 630.79 feet; thence due West a distance of 1060.19 feet, to a point of curve; thence along said curve, to the right, the radius of which is 250.00 feet, central angle of $56^{\circ} 23' 14''$ an arc distance of 246.04 feet; thence South $56^{\circ} 23' 14''$ West, on a radial line, a distance of 200.00 feet, to the point of the beginning, thence continuing on the aforesaid radial line a distance of 110.25 feet to a point of curve; thence on said curve to the right, the radius of which is 100.00 feet central angle of $32^{\circ} 06' 57''$, an arc distance of 56.05 feet to a point of reverse curve; thence along said curve to the left, the radius of which is 77.73 feet, central angle of $105^{\circ} 30'$, an arc distance of 343.13 feet, to a point of tangent; thence South $16^{\circ} 59' 49''$ East, a distance of 210.86 feet, to a point of curve; thence along said curve to the right, the radius of which is 160.00 feet, central angel of $44^{\circ} 10'$, an arc distance of 123.34 feet, to a point of tangent; thence South $27^{\circ} 10' 11''$ West, a distance of 63.08 feet, to the termination of said twenty foot easement, said termination being on the North boundary line of the aforesaid ten acres tract and is South $74^{\circ} 10' 11''$ west, a distance of 103.69 feet, from the Northeasterly corner thereof.

EXHIBIT "A-2"

SKETCH & DESCRIPTION LEASEHOLD SITE

A PORTION OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 24; THENCE NORTH 89° 55' 11" EAST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 698.00 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 15° 49' 49" WEST, A DISTANCE OF 198.00 FEET; THENCE NORTH 74° 10' 11" EAST, A DISTANCE OF 70.00 FEET; THENCE NORTH 15° 49' 49" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 74° 10' 11" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 15° 49' 49" WEST, A DISTANCE OF 270.00 FEET; THENCE NORTH 74° 10' 11" EAST, A DISTANCE OF 435.53 FEET; THENCE SOUTH 15° 49' 49" EAST A DISTANCE OF 270.00 FEET; THENCE NORTH 74° 10' 11" EAST, A DISTANCE OF 46.58 FEET; THENCE SOUTH 32° 53' 25" EAST, A DISTANCE OF 373.45 FEET; THENCE SOUTH 57° 06' 35" WEST A OF 548.32 FEET; THENCN NORTH 32° 53' 26" WEST A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT “A-3”

**SKETCH & DESCRIPTION
GOLF COURSE**

TO BE PROVIDED BY CORAL RIDGE GOLF COURSE

EXHIBIT "B"

EXISTING EASEMENT

RIGHT OF WAY AND EASEMENT "Y"

A right of way and easement twenty (20) feet in width, which right of way is to be used only and exclusively for road way purposes for ingress to and egress from the land described in Parcel "A", and also for erecting and maintaining along said right of way underground water lines and also for erecting along and on said right of way overhead utilities lines, provided however, that in the event the Party of the First Part desires the said utilities lines to be erected, placed, kept and maintained underground, the Party of the First Part and its successors in title shall have the right to place said utilities lines underground without additional cost and expense to the Party of the Second Part herein, the center line of which right of way, is described as follows, to-wit:

Commence at the Point of Intersection of the centerline of Bay View Drive and the North boundary line of the Country Club Subdivision, according to the plat thereof recorded in Plat Book 36, Page 30, of the public records of Broward County, Florida; thence North 4° 00' East, along the Northernly prolongation of the center line of said Bay View Drive, a distance of 630.79 feet; thence due West a distance of 1060.19 feet, to a point of curve; thence along said curve, to the right, the radius of which is 250.00 feet, central angle of 56° 23' 14" an arc distance of 246.04 feet; thence South 56° 23' 14" West, on a radial line, a distance of 200.00 feet, to the point of the beginning, thence continuing on the aforesaid radial line a distance of 110.25 feet to a point of curve; thence on said curve to the right, the radius of which is 100.00 feet central angle of 32° 06' 57", an arc distance of 56.05 feet to a point of reverse curve; thence along said curve to the left, the radius of which is 77.73 feet, central angle of 105° 30', an arc distance of 343.13 feet, to a point of tangent; thence South 16° 59' 49" East, a distance of 210.86 feet, to a point of curve; thence along said curve to the right, the radius of which is 160.00 feet, central angel of 44° 10' , an arc distance of 123.34 feet, to a point of tangent; thence South 27° 10' 11" West, a distance of 63.08 feet, to the termination of said twenty foot easement, said termination being on the North boundary line of the aforesaid ten acres tract and is South 74° 10' 11" west, a distance of 103.69 feet, from the Northeasterly corner thereof.

EXHIBIT "C"

TEMPLATE FOR BLUE LINE EASEMENT

PREPARED BY AND RETURN TO:

[Legibly print, type or stamp name and address of natural person who prepared the instrument or under whose supervision it was prepared as required by § 695.26 (1) (b), Fla. Stat.]

Folio No: _____



(Space Reserved for Recording Information)

WATER AND SANITARY SEWER EASEMENT

"BLUE LINE EASEMENT"

THIS INDENTURE, made this __ day of _____, 20__, by and between:

Coral Ridge Golf Course, Inc., whose principal address is,

3801 Bayview Drive, Ft. Lauderdale, FL 33308, hereinafter "Grantor",

and

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter the "Grantee", its successors and assigns.

WITNESSETH:

That said Grantor(s), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns a ***nonexclusive*** easement for water and sanitary sewer utility infrastructure and facilities, for the distribution and transmission of raw water, potable water, and reclaimed/irrigation water and for the collection and transmission of sewage effluent, and the right to access and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such water and sanitary sewer utility infrastructure and facilities from time to time within the Easement Area and all other public purposes related thereto, as Grantee may deem necessary over, along, though, in, above, within and under the "Easement Area", said Easement Area lying and being in Fort Lauderdale, Broward County, Florida, more particularly described as follows:

SEE SKETCH & LEGAL DESCRIPTION
ATTACHED HERETO AS EXHIBIT "A"
(hereinafter, the "Easement Area")

Grantor(s) hereby covenants with said Grantee that said Grantor(s) is lawfully seized of fee simple title to the Easement Area and that Grantor(s) hereby fully warrants and defends the title to this Easement Area hereby granted and conveyed against the lawful claims of all persons whomsoever. Notwithstanding anything else contained herein, except for an emergency repair for a broken pipe that Grantee shall correct within three (3) days, Grantee shall coordinate with Grantor or any successor Property Owner to service any portion of the sewer and water infrastructure associated with this easement. The Grantee shall return the easement area to its original condition or shall reimburse Grantor for such reasonable expense for returning the Property to its original condition for any such repairs or improvements, and any future scheduled repairs or improvements shall be limited to constructing and completing any infrastructure, maintenance work, improvements or scheduled repairs to two (2) ten (10) day periods, in a year, as designated by Grantor or successor Property Owner, in its sole discretion, that shall occur between the months of May and September. The Grantor shall not limit the access to Grantors Property for emergency repairs and any other work, repair, installation or services shall be limited as agreed above. Grantee shall not disrupt access to the Property or the ability to utilize and enjoy the Property as a golf course except as allowed by Grantor in writing.

Grantor shall not construct any improvements within the easement area which conflicts or interferes with the rights of Grantee in the Easement Area other than the existing roadway as maintained by Grantor

*("Grantor" and "Grantee" are used for singular or plural, as context requires.)

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

Coral Ridge Golf Course, Inc.

[Witness print/type name]

By:

J.J. Sehlke, Vice President
[Print name and title]

[Witness print/type name]

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this _____ day of _____, 20__, by J.J. SEHLKE as Vice President_ of Coral Ridge Golf Course, Inc. and is authorized to sign this instrument on behalf of Coral Ridge Golf Course, Inc. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

APPROVED AS TO FORM:

_____, Esq.
Assistant City Attorney

Notary Public, State of Florida
Signature of Notary taking Acknowledgement.

Name of Notary Typed, Printed or Stamped.

My Commission Expires:

Commission Number

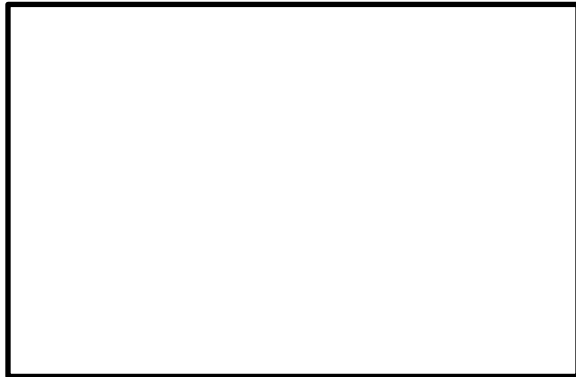
EXHIBIT "D"

TEMPLATE FOR GREEN LINE EASEMENT

PREPARED BY AND RETURN TO:

[Legibly print, type or stamp name and address of natural person who prepared the instrument or under whose supervision it was prepared as required by § 695.26 (1) (b), Fla. Stat.]

Folio No: _____



(Space Reserved for Recording Information)

WATER AND SANITARY SEWER EASEMENT

"GREEN LINE EASEMENT"

THIS INDENTURE, made this __ day of _____, 20__, by and between:

Coral Ridge Golf Course, Inc., whose principal address is,

3801 Bayview Drive, Ft. Lauderdale, FL 33308, hereinafter "Grantor",

and

CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, whose Post Office is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter the "Grantee", its successors and assigns.

WITNESSETH:

That said Grantor(s), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold unto the said Grantee, its successors and assigns a ***non-exclusive underground*** easement for water and sanitary sewer utility infrastructure and facilities, for the distribution and transmission of raw water, potable water, and reclaimed/irrigation water and for the collection and transmission of sewage effluent, and the right to access through horizontal directional drilling with limited access to the surface Property and install, inspect, test, maintain, repair, relocate, rehabilitate and replace such water and sanitary sewer utility infrastructure and facilities from time to time within the Easement Area with limited access to the surface of the Property, as Grantee may deem necessary under the "Easement Area", said Easement Area lying and being in Fort Lauderdale, Broward County, Florida, more particularly described as follows:

SEE SKETCH & LEGAL DESCRIPTION
ATTACHED HERETO AS EXHIBIT "A"

(hereinafter, the "Easement Area")

Grantor(s) hereby covenants with said Grantee that said Grantor(s) is lawfully seized of fee simple title to the Easement Area and that Grantor(s) hereby fully warrants and defends the title to this Easement Area hereby granted and conveyed against the lawful claims of all persons whomsoever. Notwithstanding anything else contained herein, except for an emergency repair for a broken pipe, where the broken pipe line is less than ten (10) feet below the surface, Grantee shall coordinate with Grantor or any successor Property Owner to service any portion of the sewer and water infrastructure associated with this easement and shall attempt in good faith to complete any maintenance while the Golf Course is closed. In the event the repair of an emergency pipe that is within ten (10) feet of the surface depth and requires an open cut of the land for an emergency repair, the Grantee shall return the easement area to its original condition or shall reimburse Grantor for such reasonable expense for returning the Property to its original condition for any such repairs or improvements. Grantee shall be limited to managing and completing any infrastructure improvements or scheduled repairs underground and shall not be entitled to utilize or disrupt the surface of the Property. All installation of any infrastructure shall be accomplished by horizontal directional drilling that shall not disrupt the Property or any access to the Property. Any scheduled repairs or installations to the water and sewer infrastructures shall not disrupt the use of the Property and all equipment and materials for such repairs that require above ground storage or actions shall be located on City owned Property and not on Grantor's Property or Grantor's Leased Property. The Grantor limits the access to Grantor's Property surface to Grantee except for emergency repairs that shall be completed within three (3) days of occurrence as agreed above.

Grantor shall not conduct any drilling or install or erect any foundation (other than a slab to grade), piling or other structural support, which may damage Grantee's pipes in the Easement Area. If so damaged, Grantor shall be responsible for the cost to repair the pipes.

*("Grantor" and "Grantee" are used for singular or plural, as context requires.)

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

Coral Ridge Golf Course, Inc.

[Witness print/type name]

By: _____
J.J. Sehlke, Vice President
[Print name and title]

[Witness print/type name]

STATE OF FLORIDA
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this _____ day of _____, 20__, by J.J. SEHLKE as Vice President of Coral Ridge Golf Course, Inc. and is authorized to sign this instrument on behalf of Coral Ridge Golf Course, Inc. He is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

APPROVED AS TO FORM:

_____, Esq.
Assistant City Attorney

Notary Public, State of Florida
Signature of Notary taking Acknowledgement.

Name of Notary Typed, Printed or Stamped.

My Commission Expires:

Commission Number

Exhibit E

s:bob\wip\l.crwtp

LEASE AND USE AGREEMENT

THIS LEASE AND USE AGREEMENT is entered into this 24
day of March, 1999, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal
corporation, hereinafter "Lessor"

and

CORAL RIDGE GOLF COURSE, INC., a Florida
Corporation, a Florida corporation,
hereinafter "Lessee"

ARTICLE 1. CONVEYANCE**1.1 Conveyance of Possessory Interest**

The Effective Date of this Lease is the date on which Lessor's City Commission approves execution of this Lease by the proper City officials. On the terms and conditions set forth in this Lease, and in consideration of the Lessee's periodic rent payments and performance under this Lease, as of the Commencement Date (hereinafter defined) of this Lease the Lessor conveys to the Lessee the present possessory interest in the Leased Premises described below.

1.2 Description of Leased Premises

The Leased Premises that are subject to this Lease are located in Broward County, Florida and are described as follows:

A PORTION OF SECTION 24, TOWNSHIP 49 SOUTH, RANGE 42
EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS
FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 24; THENCE
NORTH 89° 55' 11" EAST, ALONG THE QUARTER SECTION LINE,
A DISTANCE OF 698.00 FEET; TO THE POINT OF BEGINNING;
THENCE NORTH 15° 49' 49" WEST, A DISTANCE OF 198.00
FEET; THENCE NORTH 74° 10' 11" EAST, A DISTANCE OF
70.00 FEET; THENCE NORTH 15° 49' 49" WEST, A DISTANCE
OF 100.00 FEET; THENCE SOUTH 74° 10' 11" WEST, A
DISTANCE OF 70.00 FEET; THENCE NORTH 15° 49' 49" WEST,
A DISTANCE OF 270.00 FEET; THENCE NORTH 74° 10' 11"
EAST, A DISTANCE OF 435.53 FEET; THENCE SOUTH
15° 49' 49" EAST A DISTANCE OF 270.00 FEET; THENCE
NORTH 74° 10' 11" EAST, A DISTANCE OF 46.58 FEET;
THENCE SOUTH 32° 53' 25" EAST, A DISTANCE OF 373.45
FEET; THENCE SOUTH 57° 06' 35" WEST A OF 548.32 FEET;

THENCE NORTH 32° 53' 26" WEST A DISTANCE OF 230.00 FEET
TO THE POINT OF BEGINNING.

1.3 Conditions of Conveyance

It is expressly found by the City Commission of the City of Fort Lauderdale that this Lease furthers and serves a valid municipal purpose. Except to the extent modified by the terms of this Lease, the conveyance herein is subject to all of the following:

(a) Each condition, restriction and limitation recorded against the Leased Premises as of the date this Lease is recorded in the Public Records of Broward County, Florida;

(b) Existing or future land planning, land use or zoning laws or ordinances of any governmental entity for the State of Florida, Broward County, the City of Fort Lauderdale, or any other governmental entity with legal authority to impose such restrictions;

(c) Each question of title and survey that may arise in the future, but the Lessee acknowledges that it has had the opportunity to examine the boundary lines and the Lessor's present title, and that it is satisfied with respect to the accuracy and sufficiency of both;

(d) Covenants within that Warranty Deed from Florida State Utilities Corp, a Florida corporation to the City of Fort Lauderdale, a Florida municipal corporation, said deed dated August 22, 1956 and recorded at Official Record Book 731, Page 634 of the Public Records of Broward County, Florida;

(e) Lessor expressly disclaims any warranty of ingress and egress. Any ingress and egress rights to the Leased Premises are derived independent of this Lease;

(f) Lessor owns additional lands abutting the Leased Premises and Lessor retains ingress/egress rights over, above, within and through the Leased Premises to access such other Lessor-owned lands abutting the Leased Premises;

(g) Lessor retains the right to terminate this Lease prior to expiration of the Lease Term and without default by Lessee as more particularly set forth in Section 2.3 hereof;

(h) Lessee's satisfactory performance of all of the

terms and conditions contained in this Lease; and

(i) Underground utility facilities, including, but not limited to water, wastewater, stormwater, and electrical lines. Prior to the Commencement Date, Lessor shall supply Lessee with "as built" plans or sketches outlining the location and type of utility facilities.

ARTICLE 2. TERM OF LEASE

2.1 Initial Term; Commencement Date; Record Notice of Commencement Date.

The Initial Term of this Lease commences on the "Commencement Date" and runs for twenty (20) years thereafter, unless the parties terminate the Lease earlier. The Commencement Date shall be the first day of the calendar month immediately following the expiration of a forty-five (45) day period from the date the Phase I and Phase II Environmental Assessments (establishing the Environmental Baseline) is received by Lessor's City Manager. [See Section 6.3.1 - Environmental Baseline; Termination Prior to Commencement Date.] Upon receipt by Lessor's City Manager, Lessor shall have an obligation to immediately supply same to Lessee. Lessor and Lessee shall record, at Lessee's expense, a Notice of Commencement Date on or before the Commencement Date in the event the Lease is not terminated pursuant to Section 6.3.1 (a) or (b). The parties reserve the right to amend this Lease to further extend the Commencement Date in the event Lessor elects remediation and cleanup of Hazardous Substances demonstrated by the Environmental Baseline in lieu of termination of the Lease as provided in Section 6.3.1 (b).

2.2 Extension of Term

Lessee has the option of extending this Lease for up to two (2) additional five (5) year terms ("Option Terms"), as long as Lessee has not been in default of any of the material provisions of the Lease prior to the exercise of the option. To exercise the option(s), Lessee must give to Lessor written notice not more than sixteen (16) months, nor not less than twelve (12) months before the expiration date of the Initial Term or Option Term whichever the case may be. The Option Term(s) extension of this Lease shall be on the same terms and conditions as the original Lease and the Initial Term, except that rent will be adjusted as set forth in Section 3.2. "Term" as used herein shall apply to both the Initial Term as well as the Option Term(s), if properly exercised. As a condition precedent to the exercise of any Extended Term(s) herein, Lessee shall perform the Periodic Environmental Procedures set forth in Section 6.10 hereof.

2.3 Termination of Lease prior to expiration of Term

The Term of this Lease shall be subject to termination, in whole or in part, by Lessor prior to the expiration of the Lease Term and irrespective of any Lessee default, or lack thereof, for any municipal water or wastewater purposes whatsoever, provided:

(a) Lessor provides Lessee with not less than twenty-four (24) months advance written notice;

(b) Such termination shall only be effective as to that portion of the Leased Premises actually needed by Lessor for municipal water or wastewater purposes;

(c) The termination shall be limited to the smallest portion of the Leased Premises consistent with the projected municipal water or wastewater purposes for the property which is the object of the termination;

(d) Lessor shall make every good faith effort to design and use that portion of the Leased Premises which is the object of termination in such a manner that preserves maximum utility to Lessee's remaining possessory interests and uses; and

(e) The rent for the Leased Premises shall be proportionately abated from the date of termination as to that portion of the Leased Premises terminated.

ARTICLE 3. RENT

3.1 Amount and Payment of Rent

Lessee is obligated to pay an annual rent of \$5,000.00, plus applicable tax. The annual rent for the second and subsequent years is subject to adjustment as outlined below. The annual rent is payable, in advance, without Lessor's demand on the Commencement Date for the first year of the Lease and annually thereafter on the anniversary date of the Commencement Date. Annual rents shall be delivered to the Lessor's City Treasurer, P.O. Drawer 14250, Ft. Lauderdale, FL 33302-4250.

3.2 Rent Adjustments

The annual rent shall be adjusted annually in accordance with the terms of this Section. The annual rent for the second year of the Term and each successive year thereafter shall be adjusted in accordance with the fractional increase or decrease in the Consumer Price Index, as more particularly set forth below. The adjustment to the annual rent to be made and, therefore, the adjusted annual rent for each year shall be

determined as follows:

(a) In the event the "Consumer Price Index for All Urban Consumers, U.S. City Average (1982 - 1984 = 100)" (hereinafter referred to as the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or a comparable successor or substitute index designated by the Lessor, appropriately adjusted, reflects increases or decreases in the cost of living as contrasted with the cost of living as reflected by the Price Index for the month preceding the Commencement Date (hereinafter referred to as the "Base Price Index"), then the annual rent shall be adjusted in accordance with subsection (b) below.

(b) The annual rent for the second annual rental period, and for all successive annual rental periods thereafter, shall be adjusted by multiplying the adjusted annual rent for the preceding year by a fraction, the numerator of which shall be the Price Index for the month preceding the appropriate anniversary of the Commencement Date, and the denominator of which (for each such fraction) shall be the Base Price Index. In no event shall the adjusted rents hereunder be less than the amount of the annual rent specified in Section 3.1 above.

(c) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of terms contained in the Price Index, or in the event the U.S. Department of Labor ceases to prepare and publish such Price Index, the adjustment of annual rent thereafter shall be in accordance with the most closely comparable price index published by the U.S. Department of Labor or U.S. Department of Commerce. If such is not determined by either of those Departments, then the most closely comparable price index as determined by the Lessor shall apply to the adjustments.

ARTICLE 4. ADDITIONAL PAYMENTS

4.1 Net Lease

This Lease is a net Lease, and the payment of annual rent hereunder is to be net to the Lessor such that, except as otherwise provided in this Lease, beginning on the Commencement Date all costs, expenses, taxes, [except (i) income taxes and (ii) taxes on Lessor's gross or net worth, if any, imposed against Lessor] special assessments and any other charges, fees or like impositions incurred or imposed against the Leased Premises, or any use thereof including revenue derived therefrom,

and any costs, expenses, fees, taxes or assessments on any improvements constructed thereon shall be made and paid by Lessee in accordance with the terms and provisions of this Lease it being the intent of the parties that, except as may be specifically provided for herein, Lessee is responsible for paying all expenses and obligations that relate to the Leased Premises or any improvements on the Leased Premises and that arise or become due during the Term of the Lease. The Lessee hereby indemnifies, agrees to defend and holds Lessor harmless against these expenses and obligations, such indemnification, hold harmless and defense including reasonable attorneys' fees, experts' fees and costs.

4.2 Additional Rent Payments

In addition to the annual rent due under Section 3.1, all other payments that Lessee makes under this Lease are considered additional rent, regardless of whether the payments are so designated. All additional payments are due and payable at the time Lessor demands payment or at the time the next succeeding rent installment is due, whichever occurs first.

4.3 Utility or service charges

Lessee agrees to pay all charges for rent, gas, electricity or other illumination, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises. If these charges remain unpaid after they become due, Lessor may exercise its remedies as set forth in Section 12.4 of this Lease. Lessor will not be liable to Lessee for damages or otherwise because of Lessee's failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises. No such failure, interruption, or curtailment may constitute a constructive or partial eviction.

4.4 Lessee's tax responsibilities

Subject to the provisions of Section 4.6 respecting Lessee's right to challenge the validity of any tax, tax claim, assessment, fee or other governmental charge against the Leased Premises, the use thereof, improvements thereto or personalty located thereon, the Lessee must pay all taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon and that arise during the Lease Term. Lessee must pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not limited to the following:

(a) All taxes, assessments, water, sewer, garbage rates and charges, public utility charges, excise levies, licenses and permit fees;

(b) All such charges whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

(c) All such charges that are assessed, levied, confirmed or imposed upon the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

(d) All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:

(1) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon;

(2) All or any part of the improvements on the Leased Premises or personalty situated thereon;

(3) Any appurtenance to the Leased Premises;

(4) The rent and income received by the Lessee from any subtenant;

(5) Any use or occupation of the Leased Premises;

(6) Any document to which the Lessee is a party and that creates or transfers an interest or estate in the Leased Premises;

(7) Sales or use tax arising from Lessee's operations; or

(8) Any taxes or charges applicable to the rents paid under this Lease.

4.5 Payments and receipts

The Lessee must deliver to the Lessor official receipts that show payment of all charges required under this Article. These receipts must be delivered to the place where rental payments are to be made. The Lessee shall pay every tax or other charge required under this Article and shall deliver the receipts to Lessor at least thirty (30) days before the tax or charge becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by Lessee in

accordance with Section 4.6 of this Lease.

4.6 Lessee's challenges of tax

The Lessee may contest the validity of any tax, tax claim, or charge or assessment, described in Section 4.4 of this Lease without being in default for nonpayment of taxes under this Lease, provided the Lessee complies with this Section. The Lessee must give Lessor written notice of the Lessee's intention to contest. The Lessee must also furnish the Lessor with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by Lessor. The bond or cash must be in an amount that is 1.5 times the amount of the taxes contested and must be conditioned on payment of the taxes once the validity has been determined. The Lessee must give the written notice accompanied by evidence of the bond or escrow to the Lessor not later than sixty (60) days before the contested taxes would otherwise become delinquent.

4.7 Payment In Lieu Of Taxes (P.I.L.O.T.)

In the event that as a result of legislation or judicial precedent or decree subsequent to November 1, 1997 any tax, fee, charge or assessment which prior to November 1, 1997 could have been lawfully levied or imposed against the Leased Premises (had it not been owned by a municipality and used for municipal purposes), improvements located thereon, personality situated thereon or operations conducted thereon, ceases to be a lawful levy after the Effective Date hereof, then, in that event, Lessee agrees to continue to pay to City a "Payment In Lieu Of Taxes" in an amount equal to the amount City would have realized from the imposition, levy and payment of such taxes, fees, charges or assessments, had the continued imposition of levy of such taxes, fees, charges or assessments remained lawful. At the time any such imposition or levy ceases to be lawful, the Base Assessed Value of the object of the tax, fee, charge or assessment shall initially be determined in accordance with the assessed value on the tax rolls for the preceding year or on the closest comparable increment of valuation of such tax, fee, charge or assessment. Thereafter the assessed value of such object shall be adjusted by the overall change in the City's overall assessment roll, excluding changes due to new construction and annexation. Such "Payments In Lieu Of Taxes" shall be in accordance with the millage rates adopted by the taxing authorities in each successive year of the term. The "Payment In Lieu Of Taxes" herein shall be payable within the same time frames as ad valorem real property taxes.

4.8 Lessor's remedy for Lessee's nonpayment

If the Lessee fails, refuses, or neglects to pay any taxes,

fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 4.6 of this Agreement, the Lessor may pay them. On the Lessor's demand, the Lessee must repay the Lessor all amounts Lessor has paid, plus expenses and attorneys' fees reasonably incurred in connection with such payments, together with interest at the rate of twelve (12.0%) per cent per annum from the date Lessor paid such outstanding taxes or other charges. On the day the Lessor demands repayment or reimbursement from the Lessee, the Lessor is entitled to collect or enforce these payments in the same manner as a payment of rent. The Lessor's election to pay the taxes, fees, assessments or other governmental charges does not waive the Lessee's default.

ARTICLE 5. USE OF PREMISES

5.1 Permissible uses

Lessee may not use any of the Leased Premises, nor permit another person to use the Leased Premises, for any purpose other than golf course or those uses that are accessory to golf course uses as identified on the Site Plan attached hereto and incorporated herein as Exhibit "A" (hereinafter, "Leasehold Site Plan"). Lessee may not make any use of the Leased Premises which unreasonably interfere with the service or functionality of the underground utility facilities referenced in Section 1.3 above. The Leasehold Site Plan may be amended from time to time with the consent of Lessor, which such consent may be withheld in Lessor's absolute and unfettered discretion. Any proposed change to the Leasehold Site Plan (i) altering or modifying any of the permitted uses as reflected on the initial Leasehold Site Plan, (ii) affecting more than 10% of the floor area or height of a building or structure reflected on the initial Leasehold Site Plan, (iii) any modification or alteration of the external appearance of a building or structure (excluding minor cosmetic alteration of the external facade of a building or structure, including, signage, awnings or architectural features) shall be deemed a "Significant Modification" of the Leasehold Site Plan. Any proposed significant Modification of the Leasehold Site Plan shall be subject to the prior written consent of the Lessor, which such consent may be withheld in Lessor's absolute and unfettered discretion. Any other proposed modification to the Leasehold Site Plan shall be subject to the prior written consent of Lessor's City Manager, which such consent shall not unreasonably be withheld. The Leasehold Site Plan process set forth above shall exist independent of any similar process required by the City's Unified Land Development Regulations.

5.2 Compliance with regulations of public bodies

Lessee covenants and agrees that it will, at its own cost

and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the requirements relating to sanitation, fire hazard, zoning, setbacks, environmental requirements and other similar requirements designed to protect the public. Lessee shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the term of this Lease, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental body having jurisdiction over the Leased Premises.

5.3 Improvements

Lessee shall not construct any improvements upon the Leased Premises which are not reflected on the Leasehold Site Plan without Lessor's express written consent, as set forth in Section 5.1 above. Lessee shall not construct any improvements, nor perform any alteration, modification or demolition of improvements without first (i) providing the City Engineer with a complete set of plans and specifications therefor and (ii) securing from the City Engineer written approval indicating that the proposed construction, alteration, modification or demolition does not interfere with the underground utility facilities within the Leased Premises as referenced in Section 1.3 (i) above. As a condition of the issuance of such written approval, the City Engineer may impose reasonable conditions which would safeguard the underground utility facilities. The City Engineer shall not unreasonably withhold written approval of plans for construction, alteration, modification or demolition of improvements. Any improvements constructed upon the Leased Premises shall be at the Lessee's sole cost and expense. Upon expiration or termination of this Lease as provided for herein, any improvements constructed upon the Leased Premises by Lessee during the term of the Lease shall be demolished and removed and the Leased Premises restored to its condition at the time of commencement of the Lease Term, all at Lessee's sole cost and expense, unless Lessor notifies Lessee to the contrary in writing, in which event any such improvements shall become the property of Lessor. In the event Lessor terminates this Lease during the first ten (10) years of the Initial Term, as provided herein, and directs Lessee to not demolish and remove improvements, Lessor shall pay Lessee an amount equal to the unamortized or undepreciated balance of the capital cost of the improvements, using depreciation schedules and lives as reflected on Lessee's federal income tax returns.

5.4 Alterations, additions, or demolitions

Lessee shall not make any alterations or additions or

demolitions to improvements on the Leased Premises which are not in accordance with the process outlined in Section 5.1, above. Lessee shall submit to Lessor plans and specifications for all proposed alterations and additions to the Site Plan at the time Lessee's consent is sought.

5.5 Liability for personal property

All personal property placed or moved onto the Leased Premises is at the risk of Lessee or other owner of the personal property. Lessor shall not be liable for any damage to such personal property, or for personal injuries to Lessee or any of Lessee's agents, servants, employees, contractors, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of that person; provided, however, if the damage or injury is caused by Lessor's tortious acts or omissions, then to the extent the damage or injury in question is caused by Lessor's tortious acts or omissions, then Lessee's liability to Lessor hereunder shall be proportionately abated.

5.6 Liability for damages or injuries

Lessor shall not be liable for any damage or injury incurred or sustained in or on or in the use of the Leased Premises which such damage or injury results from the tortious acts or omissions of any person, including the Lessee's guests, invitees, agents, servants, employees or contractors or trespassers on the Leased Premises; provided, however, if the damage or injury is caused by Lessor's tortious conduct, to the extent the damage or injury in question is caused by Lessor's tortious conduct, then Lessee's liability to Lessor shall be proportionately abated.

5.7 Quiet enjoyment

Subject to the terms of the conveyance of possession and the terms of this Lease, Lessee is entitled to quiet, undisturbed and continued possession of the Leased Premises and to be free from any claims against Lessor and all persons claiming through Lessor, as long as Lessee has not defaulted on any provisions of this Lease.

5.8 Protective barriers

Lessee shall design, furnish, install and maintain, at its sole cost and expense, appropriate protective physical barrier(s), sufficient to provide protection of Lessor's adjacent pumping station and associated facilities, vehicles and personnel from activities association with the operation of the Leased

Premises as a golf driving range or any uses incidental thereto. Lessee shall also remove and reinstall such protective physical barrier(s) as required by Lessor when necessary to enable Lessor to provide required maintenance and repairs to the adjacent pumping station and associated facilities.

ARTICLE 6. HAZARDOUS SUBSTANCES

6.1 Definitions

For the purposes of this Article, the following terms shall have the meaning as set forth below:

(a) "Environmental Agency" means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are not or hereafter become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated byphenyls, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sect. 1251, et. seq. (33 U.S.C. Sect. 1251) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sect. 1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sect. 6901, et. seq. (42 U.S.C. Sect. 6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sect. 9601, et. seq. (42 U.S.C. Sect. 9601), or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes.

(c) "Hazardous Substances Laws" means all local, state, and federal laws, ordinances, statutes, rules, regulations and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or

transportation of any Hazardous Substances.

6.2 Lessor's consent required

Lessee covenants and agrees that, after the Commencement Date of the Term, in the use of the Leased Premises no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless Lessee first obtains the written consent of Lessor's City Manager. Those substances used by Lessee in the normal course of its business in accordance with that list set forth on Exhibit "B", attached hereto and made a part hereof, and the use of such substances by Lessee is hereby approved by Lessor.

6.3 Compliance with Hazardous Substances Laws

During the Lease term, and with respect to Hazardous Substances brought onto the Leased Premises during the term of this Lease by any person whomsoever other than Lessor, its agents, employees, contractors or licensees, Lessee shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws. With respect to Hazardous Substances brought onto the Leased Premises during the term of this Lease by any person whomsoever other than Lessor, its agents, employees, contractors or licensees, Lessee shall be absolutely liable to Lessor for any violation of Hazardous Substances Laws.

6.3.1 Environmental Baseline; Termination Prior to Commencement Date.

Within ninety (90) days after the Effective Date of this Lease, the Lessor and Lessee shall cause a Phase I and Phase II Environmental Assessment to be performed by an environmental expert which normally engages in the business of conducting environmental assessments and which is mutually acceptable to the Lessor and Lessee. The environmental expert shall perform a qualitative and quantitative analysis of the presence of Hazardous Substances on, within and below the Leased Premises. The cost of the Phase I and Phase II Environmental Assessment shall be borne equally by the Lessor and Lessee. Together the Environmental Assessments shall constitute the "Environmental Baseline" which shall be deemed to describe the presence of Hazardous Substance(s) on, within or below the Leased Premises prior to the Commencement Date of this Lease. Such Environmental Baseline shall be distributed to Lessor and Lessee and shall be kept on file in the City of Fort Lauderdale's Office of the City Engineer.

(a) If the Environmental Baseline establishes the

presence of Hazardous Substance(s) in levels that violate the Hazardous Substance Laws, then Lessee shall have the option to terminate this Lease by delivering written notice thereof to Lessor no later than five (5) business days prior to the date which otherwise would have been the Commencement Date of this Lease.

(b) If the Environmental Baseline establishes the presence of Hazardous Substances that violate the Hazardous Substance Laws, then the Lessor shall have the option to either (i) perform remediation and cleanup of the Hazardous Substances evidenced by the Environmental Baseline, which such Hazardous Substances are situated on, within or below the Leased Premises, or (ii) terminate this Lease. In either event (i) or (ii) such election shall be made by delivering written notice thereof to Lessee no later than five (5) business days prior to the date which otherwise would have been the Commencement Date of this Lease.

(c) Upon termination of the Lease under either subsection (a) or (b) above, the covenants in Section 6.3.1 regarding the cost of the Phase I and Phase II Environmental Assessment to be borne equally by the Lessor and Lessee shall survive termination. In addition, the following Sections shall survive the termination under subsection (a) or (b) above: 5.5 - Liability for personal property; 5.6 - Liability for damages or injuries; 6.7 - Hazardous Substances Indemnification; 10.2 - Indemnification against claims.

6.4 Hazardous Substances Handling

With respect to Hazardous Substances brought onto the Leased Premises during the term of this Lease by any person whomsoever other than Lessor, its agents, employees, contractors or licensees, Lessee covenants and agrees to ensure that any and all activities conducted upon the Leased Premises by any person other than Lessor, its agents, employees, contractors or licensees be conducted only in compliance with all Hazardous Substances Laws and all conditions of any and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises. Lessee covenants that any and all Hazardous Substances brought onto the Leased Premises during the term of this Lease by any person whomsoever other than Lessor, its agents, employees, contractors or licensees and removed from the Leased Premises shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Substances and wastes and only in accordance with Hazardous Substances Laws and consistent with all conditions of any and all permits, licenses and other Environmental Agency approvals required for such removal and transportation. Lessee covenants that in any and all activities

conducted upon the Leased Premises by any person whomsoever, other than Lessor, its agents, employees, contractors or licencees, that Hazardous Substances shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of the Lease, Lessee shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Commencement Date by any person whomsoever, other than Lessor, its agents, employees, contractors or licencees to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that Lessee shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying Lessor of Lessee's intention to do so and affording Lessor reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect Lessor's interest with respect thereto.

6.5 Notices

If at any time Lessee shall become aware, or have reasonable cause to believe, that any Hazardous Substance has come to be located on or beneath the Leased Premises, Lessee shall immediately upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to Lessor. In addition, Lessee shall immediately notify Lessor in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Laws, (ii) any written claim made or threatened by any person against Lessee, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall also supply to Lessor as promptly as possible, and, in any event, within five (5) business days after Lessee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or Lessee's use thereof.

6.6 Environmental Liabilities

(a) Lessor acknowledges that Lessee shall not be responsible to Lessor or liable to Lessor for any violation of Hazardous Substance Laws which occurred prior to the Commencement Date of this Lease or for the presence of such Hazardous Substances within the Leased Premises where the presence of such Hazardous Substances predate the Environmental Baseline, except for Hazardous Substances evidenced by the Environmental Baseline found on, within or below the Leased Premises, the presence of which results from the acts or omissions of Lessee, its agents, servants, employees, contractors or licensees.

(b) Hazardous Substances not revealed in the Environmental Baseline, but subsequently discovered on, under or within the Leased Premises at levels that are in violation of the Hazardous Substance Laws shall be the absolute responsibility of the Lessee, unless (i) Lessee demonstrates by clear and convincing evidence that the presence of such Hazardous Substances on, under or within the Leased Premises predates the Environmental Baseline, or (ii) Lessee demonstrates by a preponderance of the evidence that the presence of such Hazardous Substances on, under or within the Leased Premises was caused by the acts or omissions of the Lessor, its agents, employees, contractors or licensees.

6.7 Hazardous Substances Indemnification

Lessee shall indemnify, defend and hold Lessor harmless of and from all claims, demands, fines, penalties, causes of action, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and experts' fees), which Lessor may sustain (unless any of the foregoing was caused by Lessor's negligence or willful misconduct or that of Lessor's agents, employees, contractors, or licensees), occurring during the Term of this Lease, and which resulted from Hazardous Substances brought upon the Leased Premises, during the term of this Lease by any person whomsoever, other than Lessor, its agents, employees, contractors or licensees. This indemnification shall survive the termination of this Lease. The indemnification in this Lease shall not extend to any claim, demand, fine, penalty, cause of action, liability, damage, loss, cost or expense related to the presence of any Hazardous Substances that are documented in the Environmental Baseline or that existed on, above or below the Leased Premises prior to the Commencement Date of this Lease, except that nothing herein shall be construed as releasing Lessee from liability for Hazardous Substances evidenced by the Environmental Baseline which are found on, within or below the Leased Premises, the presence of which resulted from the acts or omissions of Lessee, its agents, servants, employees, contractors

or licensees.

(a) In addition, and not in limitation of the foregoing, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees, experts' fees and court costs) arising from or in any way related to, damage to the environment, costs of investigation charged by Environmental Agencies, personal injury, or damage to property, due to a release of Hazardous Substances on, under, above, or about the Leased Premises or in the surface or groundwater located on or under the Leased Premises, or gaseous emissions (excluding methane, radon, and other naturally occurring gases) from the Leased Premises or any other condition existing on the Leased Premises resulting from Hazardous Substances where any of the foregoing occurred during the term of this Lease as a result of Hazardous Substances brought onto the Leased Premises during the Term of this Lease by any person whomsoever, other than Lessor, its agents, employees, contractors or licensees. Lessee further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any employee of Lessee, regardless of whether Lessee has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees. The term "property damage" as used in this Article includes, but is not limited to, damage to the property of the Lessee, Lessor and of any third parties caused by or resulting from Lessee's breach of any of the covenants in this Article and shall include any remedial activities performed by an Environmental Agency or by Lessee pursuant to directives from an Environmental Agency.

(b) Further Lessee shall indemnify, defend and hold Lessor harmless from and against all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Term of this Lease, including, without limitation, the cost of any required or necessary inspection, required by law, audit, clean up required by law, or detoxification or remediation required by law and the preparation of any closure or other required plans, consent orders, license applications, or the like, whether such action is required by law or not, to the full extent that such action is attributable to the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Term of this Lease, and all fines

and penalties associated with any of the foregoing.

(c) Lessee agrees that its foregoing obligation to indemnify, defend and hold Lessor harmless extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as indemnifying Lessor for any and all reasonable attorneys' fees, experts' fees and costs incurred by Lessor in Lessor's enforcement of the provisions of this Article respecting Hazardous Substances. The indemnifications provided in this Lease shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitations for such claim or cause of action.

(d) Lessee's obligations to indemnify, defend and hold Lessor harmless pursuant to this Section 6.7 shall be with respect to claims, damages, fines, penalties, causes of action, liabilities, losses, costs and expenses (including reasonable attorneys' and experts' fees) which resulted from Hazardous Substance brought in, on, under, above or about the Leased Premises during the term of this Lease by any person whomsoever other than Lessor, its agents, employees, contractors or licensees.

6.8 Right of entry for testing

At any time during the Term of the Lease, Lessor may, upon reasonable prior written notice to Lessee (taking into account the potential disruption of the Lessee's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("Lessor's Tests") to determine the presence and extent of contamination by Hazardous Substances in, on, under, above or about the Leased Premises. The Lessor shall not be entitled to conduct the Lessor's Tests unless: (1) an Environmental Agency shall have issued a notice of violation with respect to Hazardous Substances on, within, above, about, or under the Leased Premises; or (2) the Lessor has probable cause to believe that the Lessee has violated Hazardous Substances Laws relating to the Lessee's use of the Leased Premises. Notwithstanding the limitations set forth in number (1) and (2) above, the Lessor may conduct Lessor's Tests no less often than every five (5) years without being subject to the limitations set forth in numbers (1) and (2) above.

(a) The Lessor's Tests shall be at the sole cost of the Lessor. The cost and expenses relating to the Lessor's Tests shall not be included in the scope of any indemnification provided in favor of the Lessor in this Lease. No Lessor Tests shall be conducted until the Lessor

has provided to Lessee the name of the testing contractor (which shall be fully licensed to conduct the Lessor Tests) and a certificate of insurance with limits reasonably acceptable to the Lessee confirming that the Lessee is an additional insured and that coverage exists for property damage, personal injury and business interruption which may result from the Lessor's Tests. The Lessor agrees to indemnify and hold the Lessee harmless with respect to any loss, claim or damage (including attorneys' fees and expenses) which the Lessee shall suffer as the result of the conduct of the Lessor's Tests.

6.9 Environmental Procedure; Consent to Assignment

Any provision herein to the contrary notwithstanding, Lessee, or its proposed assignee, whichever the case may be, shall, at its own cost and expense, furnish to Lessor an updated Phase I & Phase II Environmental Assessment of the Leased Premises, performed by environmental experts reasonably found qualified by Lessor, as a condition precedent to Lessor's consent to an assignment of the leasehold interest. The foregoing is referred to hereinafter as the "Environmental Procedure." The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances on, above, within or below the Leased Premises and shall involve the same testing methods and the same sample locations and methods as those established in the Environmental Baseline. If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws and that were not identified in the Environmental Baseline, Lessor may withhold consent to the assignment of the leasehold interest until security is posted with Lessor which is reasonably deemed by Lessor to be adequate to cover the costs of any legally required clean-up, detoxification or remediation of the Property from the presence of Hazardous Substances in excess of the Environmental Baseline upon, within or below the Leased Premises and any and all fines or penalties associated therewith.

6.10 Periodic Environmental Procedure

In addition to the requirements in Section 6.9 of this Article, for the Environmental Procedure to be performed as a condition precedent to the Lessor's consent to any assignment of this Lease, the Lessee shall, periodically, as set forth herein, perform the Environmental Procedure for the benefit of the Lessor as follows:

(i) ten (10) months prior to the expiration of the Initial Term;

(ii) ten (10) months prior to the expiration of the

first five (5) year Extended Term, if exercised; and

(iii) ten (10) months prior to the expiration of the second five (5) year Extended Term, if exercised.

The foregoing are referred to as the "Periodic Environmental Procedure". In each case, the Periodic Environmental Procedure shall be completed, such that the updated Phase I & Phase II Environmental Assessments are delivered to the Lessor not later than 45 days subsequent to the date specified in (i), (ii) or (iii) above. At the time of each Periodic Environmental Procedure, the Lessee shall comply with the remediation, clean-up and security requirements as set forth in the Environmental Procedure. If the Periodic Environmental Procedure establishes the presence of Hazardous Substances in levels that are in violation of the Hazardous Substances Laws and that were not identified in the Environmental Baseline, Lessee shall post security with Lessor which is reasonably deemed by Lessor to be adequate to cover the costs of any legally required clean-up, detoxification or remediation of the Property from the presence of Hazardous Substances in excess of the Environmental Baseline upon, within or below the Leased Premises and any and all fines or penalties association therewith.

ARTICLE 7. CONDITION OF PREMISES

7.1 Lessee's acceptance and maintenance of premise

Lessee accepts the Leased Premises in the condition they are in as of the Commencement Date of this Lease. Lessee agrees to maintain the Leased Premises in a good state of repair and in first-class condition. Lessee shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that Lessee brings, constructs or places on the Leased Premises. Lessee must repair, replace and renovate the Leased Premises and all the property located on it as often as is necessary to keep these items in a first-class condition and good state of repair. Lessee shall maintain the grass in the "repump area" as set forth on the Leasehold Site Plan.

7.2 Damage to premises

On Lessor's demand, Lessee shall pay for all damages to the Leased Premises which are incurred or sustained during the term of this Lease, which such damages are not caused by Lessor, any of its agents, servants, officials, employees or contractors; provided, however, if the damage or injury is caused by Lessor's tortious acts or omissions, or the tortious acts or omissions of Lessor's agents, servants, officials, employees or contractors, then to the extent the damage or injury in question is caused by

thereby, then Lessee's liability to Lessor hereunder shall be proportionately abated. If Lessee fails to repair any damage or destruction not caused by Lessor or otherwise fails to maintain the Leased Premises, Lessor may repair the damage or destruction or may conduct any maintenance that Lessor deems necessary in its sole discretion. Under such circumstances, the cost of such repair or maintenance is considered additional rent.

7.3 Condition at end of term

At the earlier of the expiration of the Lease Term or the termination of this Lease, Lessee will quit the Leased Premises and surrender them to Lessor. The Leased Premises must be in good order and condition at the time of surrender thereof. At the time of surrender all landscaping shall be in a healthy and vibrant condition. Lessee shall remove all personal and other property that belongs to Lessee and will repair all damages to the Leased Premises caused by that removal.

ARTICLE 8. LIENS

8.1 No liens created by Lessee

The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the Leased Premises and that no person shall ever be entitled to any lien, directly or indirectly derived through or under the Lessee or its agents or servants, or on account of any act or omission of Lessee, which lien shall be superior to the lien of this Lease reserved to Lessor upon the Leased Premises. All persons contracting with the Lessee, or furnishing materials or labor to said Lessee, or to his agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge same within ninety (90) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Lessee shall not be deemed to be the agent of Lessor, so as to confer upon a laborer bestowing labor upon the Leased Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Premises a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the Lessor's estate. This provision shall be deemed a notice under Section 713.10(1) Florida Statutes of the "non-liability" of the Lessor.

ARTICLE 9. ENTRY AND INSPECTION OF PREMISES

9.1 Lessor's inspection and entry rights

Lessor, or any agent thereof, shall be entitled to enter the

Leased Premises during any reasonable business hour for any of the following reasons:

- (a) to examine the Leased Premises;
- (b) to make all repair(s), addition(s), or alteration(s) that Lessor deems necessary for safety, comfort or preservation of the Leased Premises or improvements located thereon; or
- (c) to remove signs, fixtures, alterations or additions that do not conform to this Lease;

provided that nothing herein shall be construed in such a manner to impose upon Lessor the obligation to so enter the Leased Premises and perform any act referenced above.

9.2 Liability for entry

Lessee shall have no claim or cause of action against Lessor because of Lessor's entry or other action taken under Section 9.1; except to the extent that any such claim or cause of action is due to the intentional or negligent conduct of the Lessor, its agents, employees, contractors or licensees.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1 Indemnity against costs and charges

Lessee shall be liable to Lessor for all costs, expenses, reasonable attorneys' and expert witness fees (including administrative, trial and appellate levels) and damages which may be incurred or sustained by Lessor by reason of Lessee's breach of any of the provisions of this Lease.

10.2 Indemnification against claims

(a) Lessee hereby indemnifies, holds harmless and agrees to defend Lessor, its officials, agents, servants and employees harmless from and against any and all claims, suits, actions, damages, proceedings, fines, penalties and causes of action arising during the Term of this Lease and pertaining to the use of the Leased Premises during the term of this Lease, or that arose from Lessee's failure to comply with any laws, statutes, ordinances, rules or regulations or that arose from Lessee's failure to abide by the terms and conditions of this Lease, for any bodily injury, loss of life or damage to property sustained in or about the Leased Premises or fines or penalties assessed by governmental authority, on, to or about the buildings and improvements placed thereon, or their appurtenances, or upon adjacent

sidewalks, and from and against all costs, attorneys' or expert witness fees (including administrative, trial and appellate levels), expenses, liabilities, judgments and decrees incurred in or arising out of any such claim(s), the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them. Lessee shall also pay for all costs and expenses associated with the defense of any action or proceeding brought against Lessor, its officials, agents, servants and employees as the result of any such claim, suit, action, etc. as aforesaid. The indemnification provided herein shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitations for such claim or cause of action.

(b) Notwithstanding the foregoing or any provision of this Lease to the contrary, Lessee shall not be obligated to indemnify, defend or save Lessor harmless to the extent that any injuries, damages or liabilities arise out of or as a consequence of any acts, omissions, negligence or willful misconduct of Lessor, its agents, or employees; provided, however, to the extent that any such injuries, damages or liabilities are caused by the tortious conduct of Lessor, its agents or employees, then Lessee's obligation to indemnify, defend and save Lessor harmless shall be proportionately abated.

10.3 Workers' Compensation

Lessee shall carry, maintain and pay for all Workers' Compensation insurance for any of its servants or employees who shall come upon the Leased Premises. Furthermore, Lessee shall not permit any of its agents or contractors, their principals or any of their employees or servants to come upon the Leased Premises unless the proper Workers' Compensation has been provided and continues to remain in full force and effect while such agents or contractors have any of their principals, employees or servants upon the Leased Premises.

10.4 Liability insurance

Lessee shall, at its own cost and expense, provide, pay for, and continuously maintain comprehensive and all inclusive public liability and property damage insurance for the benefit for the Lessor and the Lessee, with policy limits of not less than Two Million Dollars (\$2,000,000.00) for any one person and any one accident, which coverage shall include property damage, personal injuries and death, and shall name Lessor as an additional named insured.

10.5 Policies

Lessee shall deliver to Lessor duplicate copies of all insurance policies required under this Article and proof of full payment therefor within ten (10) days prior to the Commencement Date. From time to time, Lessee shall procure and pay for renewals of this insurance before it expires. Lessee shall deliver to lessor the renewal policy at least ten (10) days before the existing policy expires. All policies must be issued by companies of recognized responsibility, licensed to do business in Florida and must contain a provision that prohibits cancellation unless Lessor and any additional insureds are given at least ten (10) days' prior written notice of cancellation.

ARTICLE 11. ASSIGNMENTS AND SUBLETS

11.1 Permissible assignments and sublets

Lessee may not assign this Lease, nor sublet, license or grant any concession for the use of the Leased Premises, to another person without obtaining Lessor's prior written consent. Lessor may not withhold consent unreasonably.

11.2 Continued liability of Lessee

If Lessee makes any assignment, sublease, license or grant of a concession under Section 11.1, Lessee will nevertheless remain unconditionally liable for the performance and financial obligations of all the terms, conditions, and covenants of this Lease.

11.3 Lessor's right to collect rent from any occupant

If Lessee is in default on any payments under this Lease and any other person is subletting or occupying the Leased Premises, or if Lessee assigns this Lease, Lessor may collect rent from the assignee, subtenant or occupant. Lessor may apply the net amount collected to the rent required under this Lease. Lessor's collection of the rent does not waive the covenant against assignment and subletting under Section 11.1, nor does it constitute Lessor's acceptance of the assignee, subtenant or occupant as a Lessee, nor Lessor's waiver of Lessee's further performance of the covenants contained in this Lease.

11.4 Successors in interest

The covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Wherever used, the singular number shall include the plural and the use of any gender shall be applicable to all genders.

11.5 Statement of Lease status

Lessor and Lessee are entitled to demand from each other a statement of the status of this Lease. The party who demands this statement must notify the other in writing. Within twenty (20) days after receiving that written notice, the other party shall deliver a written statement indicating that the Lease is in good standing or describing the reasons that it is not and a statement as to the status of the rents. Failure to give this written reply within that period constitutes a representation that the Lease is in good standing, on which any person may rely within twenty (20) days after the expiration of the twenty (20) day notice period. The notice or the reply is deemed given, and time begins to run, when the notice or reply is deposited in the U.S. mail, with sufficient postage prepaid, and addressed to the appropriate party at the place and in the manner prescribed for giving notice under this Lease. Any such statement of lease status either requested or given by the Lessor's City Manager, or any Assistant City Manager, in the absence of the City Manager, shall be deemed sufficient for the purposes of this Lease.

ARTICLE 12. LESSOR'S REMEDIES

12.1 Remedies for nonpayment of rent or additional payments

Lessor has the same remedies for Lessee's failure to pay rent as for Lessee's failure to make additional payments.

12.2 Accord and satisfaction

If Lessee pays or Lessor receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. Lessor may accept any check or payment without prejudice to Lessor's right to recover the balance due or to pursue any other available remedy.

12.3 Abandonment of premises or delinquency in rent

If Lessee abandons or vacates the Leased Premises before the end of the Lease Term, or if Lessee is in arrears in rent payments, Lessor may cancel this Lease, subject to the notice and opportunity to cure provisions set forth in Section 12.4. On cancellation, Lessor is entitled to peaceably enter the Leased Premises as Lessee's agent, to regain possession or relet the Leased Premises. Lessor will incur no liability for the entry. As Lessee's agent, Lessor may relet the Leased Premises with or without any improvements, fixtures or personal property that may

be upon it, and the reletting may be made at such price, on such terms, and for such duration as Lessor determines and for which Lessor receives rent. Lessor shall apply any rent received from reletting to the payment of rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, Lessor does not realize the full rental provided under this Lease, Lessee shall pay any deficiency. If Lessor realizes more than the full rental, Lessor shall pay the excess to Lessee on Lessee's demand, after deduction of the expenses of reletting. Notwithstanding the foregoing, Lessor is not obligated to relet the premises and Lessor may, if it so elects, merely regain possession of the Leased Premises.

12.4 Dispossession on default

If Lessee defaults in the performance of any covenant or condition of this Lease, Lessor may give Lessee written notice of that default. If Lessee fails to cure a default in payment of rent or additional rent within three (3) days or fails to cure any other default within ten (10) days after notice is given, Lessor may terminate this Lease. If the default is of such a nature that it cannot be completely cured within ten (10) days, Lessor may terminate this Lease only if Lessee fails to proceed with reasonable diligence and in good faith to cure the default. Termination of this Lease may occur only after Lessor gives not less than three (3) days' advance notice to Lessee. On the date specified in the notice, the term of this Lease will end, and, Lessee will quit and surrender the Leased Premises to Lessor, except that Lessee will remain liable as provided under this Lease. On termination of the lease, Lessor may peaceably re-enter the Leased Premises without notice to dispossess Lessee, any legal representative of Lessee, or any other occupant of the Leased Premises. Lessor may retain possession through summary proceedings or otherwise and Lessor will then hold the Leased Premises as if this Lease had not been made. Lessee waives the requirement that Lessor serve any notice of intention to re-enter or to institute legal proceedings for repossessing the Leased Premises.

12.5 Damages on default

If Lessor retakes possession under Section 12.4, Lessor has the following rights:

(a) Lessor is entitled to the rent and additional rent that is due and unpaid, and those payments will become due immediately, and will be paid up to the time of the re-entry, dispossession or expiration, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor, etc.) that Lessor incurs in returning the Leased Premises to good order

and preparing it for re-rental, if Lessor elects to re-rent, plus interest on rent and additional rent when due at the highest lawful interest rate permitted.

(b) Lessor is entitled, but is not obligated to re-let all or any part of the Leased Premises in Lessor's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

Lessor's election to not re-let all or any part of the Leased Premises shall not release or affect Lessee's liability for damages. Any suit that Lessor brings to collect the amount of the deficiency for any rental period will not prejudice in any way Lessor's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-rental, Lessor may alter, repair, replace, landscape or decorate any part of the Leased Premises in any way that Lessor considers advisable and necessary to re-let the Leased Premises. Lessor's alteration, repair, replacement, landscape or decoration will not release Lessee from liability under this Lease.

Lessor is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. Lessee will not receive any excess of the net rents collected from re-letting over the sums payable by Lessee to Lessor under this Section.

12.6 Bankruptcy or insolvency

Subject to the provisions hereof respecting severability, should Lessee, at any time during the term of this Lease, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it or institute a composition or an arrangement proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, or as it may be amended from time to time, the Lessee agrees to provide adequate protection and adequate assurance of future performance to the Lessor which will include but not be limited to the following:

(a) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within the time specified above in Section 12.4 below made upon the Lessee by the Lessor which will include all costs and attorneys' fees expended by Lessor to the date of the curing of the default; and

(b) An additional one (1) years' advance rental will be required as additional security of future performance

which must be paid to the Lessor within forty-five (45) days of the filing of the petition in bankruptcy; and

(c) All obligations of the Lessee must be performed in accordance with the terms of the Lease.

If at any time during the pendency of the bankruptcy proceeding the Lessee or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of this Lease, or fails to cure any pre-filing default, or fails to make the additional security deposit required under the adequate assurance of future performance clause above, the LESSEE STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

12.7 Litigation venue

Lessee waives the privilege of venue and agrees that all litigation between Lessor and Lessee between them in the State Courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

12.8 Condemnation

Lessee waives any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of the eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Leased Premises. If any eminent domain power that is exercised interferes with Lessee's use of the Leased Premises, the rentals under this Lease will be proportionately abated. If a partial taking or condemnation renders the Leased Premises unsuitable for Lessee's purposes under this Lease, the Lease term will cease as of the date the condemning authority requires possession. If an eminent domain power is exercised, Lessee has no claim against Lessor for the value of an unexpired term of this Lease.

12.9 Holdover tenancy

If Lessee remains in possession of the Leased Premises after the Lease expires or terminates for any reason, Lessee will be deemed to be occupying the Leased Premises as a month-to-month tenant at sufferance. Lessee will be subject to all of the provisions of this Lease, except that the fixed rent will be at a monthly rate equal to twice the amount of one-twelfth (1/12th) of

the annual rent, as adjusted under Section 3.2, payable on the first day of each and every month during the holdover period. During any hold-over period Lessee shall remain liable for additional rents in accordance with the terms and conditions of this Lease during its Term.

12.10 Cumulative remedies

Lessor's remedies contained in the Lease are in addition to the rights of a landlord under Florida statutes governing non-residential landlord-tenant relationships and to all other remedies available to a landlord at law or in equity.

12.11 Costs and attorneys' fees

The Lessor as the prevailing party in any litigation respecting the collection of any delinquent rent or additional payments or in the enforcement of any provision of this Lease shall be entitled to an award of all costs, including expert witness fees, and reasonable attorneys' fees (both trial and appellate).

ARTICLE 13. NOTICES

13.1 Notices

All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same shall only be deemed given if forwarded as follows:

(a) By certified mail, return receipt requested, to the following addresses:

LESSOR: City of Fort Lauderdale
City Manager
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with copy to:

City of Fort Lauderdale
Director of Public Services
949 N.W. 38th Street
Fort Lauderdale, Florida 33309

-and-

City of Fort Lauderdale
City Attorney
P.O. Drawer 14250
Ft. Lauderdale, FL 33302-4250

LESSEE: Coral Ridge Golf Course, Inc.
3801 Bayview Drive
Ft. Lauderdale, FL 33308
Attn:

with copy to: Shutts & Bower, L.L.P.
200 E. Broward Blvd.
Suite 200
Ft. Lauderdale, FL 33301
Attn: George Platt, Esq.

or to such other addresses as the parties may by writing designate to the other party.

(b) The notice may also be served by personal delivery to Lessor or Lessee, or to the agent of Lessee in charge of the Leased Premises.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Time is of essence

Time is of the essence as to the performance of all terms and conditions under this Lease.

14.2 Lessor's cumulative rights

Lessor's rights under this Lease are cumulative, and Lessor's failure to exercise promptly any rights given under this Lease shall not operate to forfeit any of these rights.

14.3 No waiver

Lessor's or Lessee's express or implied consent, approval, or waiver with regard to any breach of any covenant, agreement, or obligation under this Lease is considered to cover only that particular breach. It will not be construed to apply to any other breach, whether of the same or of any other covenant, agreement, or obligation under this Lease, unless the waiver or consent is written, so states, and is signed by the party making it.

14.4 Severability

If any Section, subsection, sentence, clause, provision or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

14.5 Modifications, releases, and discharges

No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the Lessor and Lessee.

14.6 Interpretation of Lease

This Lease is governed by, and will be construed in accordance with the laws of the State of Florida. If any Lease provision, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of that provision, will not be affected. Rather, this Lease is to be enforced to the extent permitted by law. The table of contents, captions, headings, and titles of this Lease are solely for convenience of reference and are not to affect its interpretation. Each covenant, agreement, obligation, or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context requires.

14.7 Entire agreement

This Lease contains the entire agreement between the parties as of this date. The execution of this Lease has not been induced by either party by representations, promises, or understandings not expressed in this Lease. No collateral agreements, stipulations, promises or undertakings exist with regard to the subject matter of this Lease that are not expressly contained in it.

14.8 Subordination

The Lessor shall never be obligated to subordinate its fee simple interest in the Leased Premises.

14.9 Time

In computing any period of time prescribed by this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or Legal Holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or Legal Holiday. When the period of time proscribed herein is less than seven (7) days, intermediate Saturdays, Sundays and Legal Holidays shall be excluded in this computation. Legal Holidays shall be those holidays designated

in Sect. 683.01, Florida Statutes and such others as may be designated by Lessor's City Commission as holidays for its employees.

14.10 Recording

Prior to the Commencement Date, this Lease and Use Agreement shall be recorded, at Lessee's sole cost and expense, in the Public Records of Broward County, Florida and a copy thereof shall be filed with Lessor's City Clerk.

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

WITNESSES:

CITY OF FORT LAUDERDALE

Shari Stowers

[Signature]
Mayor

Gloria Brackett Beck

[Signature]
City Manager

(CORPORATE SEAL)

ATTEST:

[Signature]
City Clerk

Approved as to form:

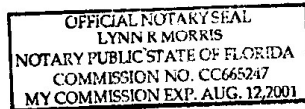
[Signature]
Asst. City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 24, 1999, by JIM NAUGLE, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Lynn R Morris
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Name of Notary Typed,
Printed or Stamped

My Commission Expires:

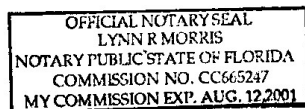
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 24, 1999, by F.T. JOHNSON, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Lynn R Morris
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

CORAL RIDGE GOLF COURSE, INC.,
a Florida corporation

[Signature]
[Signature]

By Robert Trent Jones

ATTEST:

Margaret Darwell

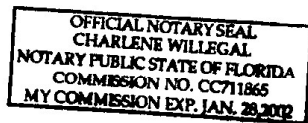
(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this Feb 4, 1999, by Robert Trent Jones and Marge Darwell, as President and Secretary, respectively, of CORAL RIDGE GOLF COURSE, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced as identification and did not (did) take an oath.

(SEAL)

Charlene Willegal
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)



Charlene Willegal
Name of Notary Typed,
Printed or Stamped

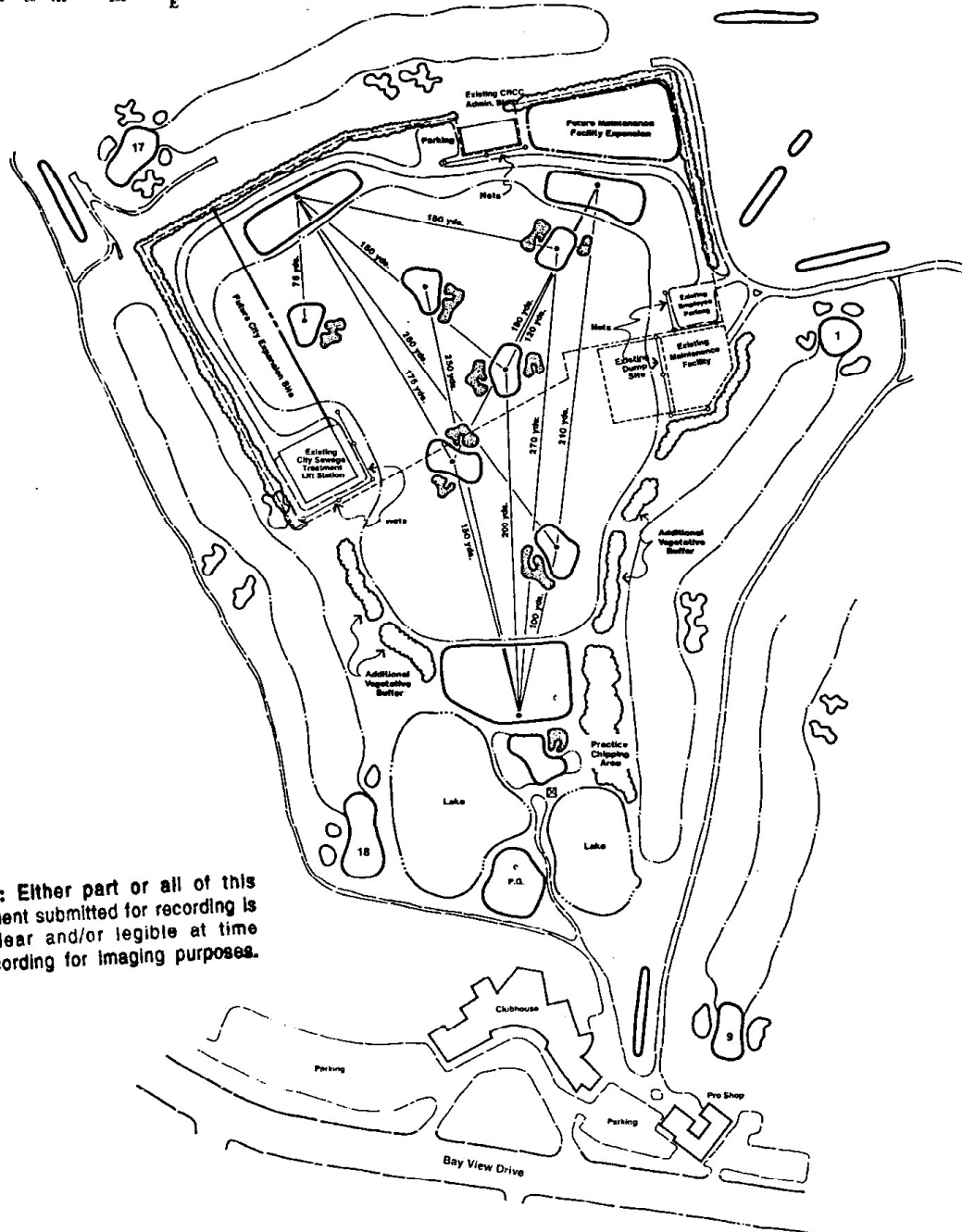
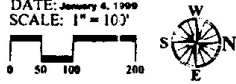
My Commission Expires:

CC711865
Commission Number

s:bob\wip\l.crwtp

Coral Ridge Country Club Concept D
Driving Range Expansion

DATE: January 4, 1999
SCALE: 1" = 100'



NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes.

Exhibit F

FIRST AMENDMENT TO LEASE

This First Amendment (the “First Amendment”) to that certain Lease dated March 24, 1999 by and between the City of Fort Lauderdale, a Florida municipal corporation, and Coral Ridge Golf Course, Inc., a Florida corporation (the “Lease”) is entered into as the dates set forth below.

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, “CITY”)

-and-

CORAL RIDGE GOLF COURSE, INC., a Florida corporation, whose principal address is 3801 Bayview Drive, Fort Lauderdale, FL 33308 (hereinafter, “CORAL RIDGE”)

R E C I T A L S

A. City represents that it is the fee simple owner of the following described real property:

LEGAL DESCRIPTION **Exhibit “A”** **(“City Site”)**

B. Currently, Coral Ridge holds a leasehold interest on real property described in the Lease with an initial expiration date of March 23, 2019.

C. Coral Ridge has exercised one of its options to extend the term of the Lease and is in the third year of the first five (5) year option which will expire on March 23, 2024 and wishes to extend the term of this Lease pursuant to this First Amendment.

D. Coral Ridge represents that it is the fee simple owner of the entire Golf Course as described in Exhibit “B”.

E. City is the beneficial owner of an ingress, egress and sewer easement (“Blue Line Easement”) within the Golf Course which provides access to the City’s pump station located within the unencumbered portion of the City Site.

F. City is interested in acquiring an easement to install a new sewer force main (“Green Line Easement”) and is interested in reconfiguring the Blue Line Easement.

G. Replacement or rehabilitation of the existing force main is required under Consent Order 16-1487 entered in the matter of *State of Florida, Department of Environment Protection v. City of Fort Lauderdale OGC No. 16-1487* and must be completed on or before September 30,

2026 (the “Project”), subject to force majeure and subject to budget and appropriation by the City Commission.

H. Coral Ridge is interested in extending the term of the Lease in exchange for granting certain easements, rights and privileges to the City.

I. The City is willing to amend the Lease to extend the Lease for a term not to exceed fifty (50) years, under the current rental terms pursuant to the Second Amendment attached to the Land Rights Swap Agreement as Exhibit “C”, provided Coral Ridge grants the necessary easements, cooperates with the City and its agents and employees and complies with other terms, covenants and conditions set forth in the Land Rights Swap Agreement by and between the City and Coral Ridge.

J. The City agrees to extend the term of the Lease and Coral Ridge accepts the extension subject to the terms and conditions of the Land Rights Swap Agreement by and between the City and Coral Ridge.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth herein, the City and Coral Ridge agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Subject to the terms and conditions of the Land Rights Swap Agreement, the term of the Lease is extended by this First Amendment until the earliest to occur of (a) completion of the installation of the infrastructure within the Blue Line Easement and the Green Line Easement and acceptance by the City, grant of easements and awarding the Second Amendment or (b) ten (10) years from the Effective Date of the Land Rights Swap Agreement. In the event, the infrastructure improvements as contemplated in the Land Rights Swap Agreement are completed and accepted by the City before the ten year period ends, then, the fifty year (50) term shall commence on the date that the last party executes the Second Amendment which execution shall occur simultaneously with the exchange of documents as required under the Land Rights Swap Agreement.. Upon expiration of the ten year period or when the infrastructure work within the Blue Line Easement and Green Line Easement is completed and accepted by the City, the parties shall execute a Second Amendment to this Lease which will memorialize the commencement of the fifty (50) year term. No fifty(50) year extension shall be granted during the 10 year period if the Lessee fails to grant the Easements or fails to reasonably cooperate with the Lessor in installing the infrastructure within the Blue Line and the Green Line Easements.

3The First Amendment to the Lease shall be effective upon full execution by the parties.

4The First Amendment to the Lease may be executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.

5In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and the First Amendment to the Lease, the terms and provisions of this First Amendment to the Lease shall control to the extent of any such conflict or ambiguity.

6.The terms and conditions of the Lease is hereby ratified and shall remain in full force and effect, except as specifically amended by the First Amendment to the Lease.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their authorized officials.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By _____
_____, Mayor

Date: _____

By _____
_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

D'Wayne M. Spence, Interim City Attorney

By _____
Lynn Solomon, Asst. City Attorney

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____, 2023, by _____, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____, 2023, by _____, City
Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally
known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

CORAL RIDGE GOLF COURSE, INC.,
a Florida corporation

By: _____
J.J. Sehlke, Vice President

[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by J.J. Sehlke, as Vice President of Coral Ridge Golf Course, Inc., a Florida corporation who is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Exhibit F

SECOND AMENDMENT TO LEASE

This Second Amendment (the “Second Amendment”) to that certain Lease dated March 24, 1999 by and between the City of Fort Lauderdale, a Florida municipal corporation, and Coral Ridge Golf Course, Inc., a Florida corporation, as amended (the “Lease”) is entered into as the dates set forth below.

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose mailing address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter, “CITY”)

-and-

CORAL RIDGE GOLF COURSE, INC., a Florida corporation, whose principal address is 3801 Bayview Drive, Fort Lauderdale, FL 33308 (hereinafter, “CORAL RIDGE”)

R E C I T A L S

A. City represents that it is the fee simple owner of the following described real property:

LEGAL DESCRIPTION **Exhibit “A”** **(“City Site”)**

B. Currently, Coral Ridge holds a leasehold interest on real property described in the Lease with an initial expiration date of March 23, 2019.

C. Coral Ridge has exercised one of its options to extend the term of the Lease and is in the third year of the first five (5) year option which will expire on March 23, 2024 and has entered into a First Amendment to extend the term of the Lease until the earliest to occur of (a) completion of the installation of the infrastructure within the Blue Line Easement and the Green Line Easement and acceptance by the City, grant of easements and awarding the Second Amendment or (b) ten (10) years from the Effective Date of the Land Rights Swap Agreement.

D. Coral Ridge represents that it is the fee simple owner of the entire Golf Course as described in Exhibit “B”.

E. City is the beneficial owner of an ingress, egress and sewer easement (“Blue Line Easement”) within the Golf Course which provides access to the City’s pump station located within the unencumbered portion of the City Site.

F. City is interested in acquiring an easement to install a new sewer force main (“Green Line Easement”) and is interested in reconfiguring the Blue Line Easement.

G. Replacement or rehabilitation of the existing force main is required under Consent Order 16-1487 entered in the matter of State of Florida, Department of Environment Protection v. City of Fort Lauderdale OGC No. 16-1487 and must be completed on or before September 30, 2026 (the "Project"), subject to force majeure and subject to budget and appropriation by the City Commission.

H. Coral Ridge is interested in extending the term of the Lease in exchange for granting certain easements, rights and privileges to the City.

I. The City is willing to amend the Lease to extend the Lease for a term not to exceed fifty (50) years starting from the date the last party signs this Second Amendment, under the current rental terms, provided Coral Ridge grants the necessary easements, cooperates with the City and its agents and employees and complies with other terms, covenants and conditions set forth in the Land Rights Swap Agreement by and between the City and Coral Ridge.

J. The City agrees to extend the term of the Lease and Coral Ridge accepts the extension subject to the terms and conditions of the Land Rights Swap Agreement by and between the City and Coral Ridge.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth herein, the City and Coral Ridge agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Subject to the terms and conditions of the Land Rights Swap Agreement, the term of the Lease is hereby extended for an additional fifty years (50) , with no options to renew, starting from the date the last party executes this Second Amendment. This paragraph shall supersede and replace paragraph 2 of the First Amendment.
3. This Second Amendment to the Lease shall be effective upon full execution by the parties.
4. This Second Amendment to the Lease may be executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.
5. In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and this Second Amendment to the Lease, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.
6. The terms and conditions of the Lease is hereby ratified and shall remain in full force and effect, except as specifically amended by the First Amendment and Second Amendment to the Lease.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their authorized officials.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By _____
_____, Mayor

Date: _____

By _____
_____, City Manager

Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

By _____
Lynn Solomon, Asst. City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____, 2023, by _____, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____, 2023, by _____, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

WITNESSES:

CORAL RIDGE GOLF COURSE, INC.,
a Florida corporation

By: _____
J.J. Sehlke, Vice President

[Witness print or type name]

[Witness print or type name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by J.J. Sehlke, as Vice President of Coral Ridge Golf Course, Inc., a Florida corporation who is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT “G”
DESIGN CRITERIA PACKAGE

“Available upon Request” Please contact Sylejman Ujkani in Public Works at email address Sujkani@fortlauderdale.gov to request a copy.