

INSPECTION AGREEMENT

This Agreement is entered into this 21st day of ^{February} January, 2017 by and between the City of Fort Lauderdale, Florida, a Florida municipal corporation (the "CITY") whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attn: City Manager and Las Olas SMI, LLC, a Delaware limited liability company whose address is 17330 Preston Road, Suite 220A, Dallas, Texas 75252 (the "LICENSEE")

RECITALS

- A. THE CITY holds a Leasehold interest in the Las Olas Marina (the "Marina") located at 201 South Birch Road, Ft. Lauderdale, FL as evidenced by that Modified Sovereignty Submerged Lands Lease dated October 3, 1996 by and between the City and The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF") and the City owns approximately 7.64 acres of uplands gifted to the City in fee simple by TIITF which currently consists of a surface parking lot (the "Parking Lot") located 240 E. Las Olas Circle, Ft. Lauderdale, FL, both of which are more legally described as follows:

See Exhibit "A" (the Marina and Parking Lot are collectively referred to as the "Property")

- B. The Licensee was awarded a bid to redevelop the Marina and the Parking Lot by the CITY as more particularly described in its response to the CITY's Request for Proposal.
- C. The Licensee is desirous of conducting certain preliminary investigations of the Property and is seeking permission to enter upon the Property for the purpose of conducting such preliminary investigations under terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the LICENSEE and CITY agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Investigation and Study by LICENSEE.**

2.1 LICENSEE shall have the right, at its expense, through its agents, servants, employees and contractors to enter upon the Property for the purpose of conducting an investigation, discovery, inspection and testing of the Property, including soil testing and boring, environmental studies, surveying, provided, however, any entry upon the Property must be coordinated in advance with the CITY and provided such investigations, tests or inspections does not interfere with the ongoing operations of the Marina or the public or CITY's use of the Parking Lot.

2.2 In connection with such inspection, there shall be no soil tests or other invasive tests that can or may cause damage to the Property unless LICENSEE has received prior written approval of such tests by the CITY, such consent not to be unreasonably withheld, conditioned or delayed. All such entries shall be at the risk of

LICENSEE; CITY shall have no liability for any injuries sustained by LICENSEE or any of LICENSEE'S agents, servants, employees or contractors. LICENSEE agrees to repair or restore promptly any damage to the Property caused by LICENSEE, its agents, servants, employees or contractors. Unless otherwise agreed between the parties, upon completion of LICENSEE'S investigations and tests, LICENSEE shall restore the Property to the same condition as it existed before LICENSEE'S entry upon the Property.

3. **Investigation Period.** The Investigation Period under Paragraph 2 shall be for a period of ending on the earlier of (i) one hundred eighty (180) days after the date hereof or (ii) the date the Ground Lease Agreement is fully executed by CITY and LICENSEE or an affiliate of LICENSEE .

4. **Effective Date.** The Effective Date of this Agreement shall be the date the last party executes this Agreement.

5. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that the rights of Licensee under this Agreement shall not be deemed a lease of the Property but rather a license granted for the purpose of entry onto the Property.

6. **Indemnity**

6.1 LICENSEE shall protect, defend, indemnify and hold harmless CITY, its officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LICENSEE under this Agreement, conditions contained therein, the location, construction, repair, or use by LICENSEE, or the breach or default by LICENSEE, its agents, servants, employees or contractors of any covenant or provision of this Agreement, the negligent acts or omission or willful misconduct of LICENSEE or LICENSEE'S agents, servants, employees or contractors except for any occurrence arising out of or resulting from the intentional torts or gross negligence of CITY, its officers and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Property by LICENSEE, its agents, servants, employees or contractors, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, its agents, servants, employees or consultants is included in the indemnity.

LICENSEE further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by CITY, LICENSEE shall assume and defend not only itself but also CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that CITY (exercisable by CITY's Risk Manager) shall retain the right to select



counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of this Agreement and shall cover any acts or omissions occurring during the term of the Agreement, including any period after termination, revocation or expiration of the Agreement while any curative acts are undertaken. Notwithstanding the foregoing, in no event shall the discovery by LICENSEE of contamination at the Property alone be considered damage to property, resulting from LICENSEE'S or LICENSEE's agents, servants, employees or contractors' use of or access to the Property which is subject to the indemnity covenants of LICENSEE contained herein.

Upon request by City, Licensee shall provide copies of all property condition reports and environmental assessments conducted or surveys completed by Licensee, its agents, employees or contractors on the Marina.

7. Insurance.

7.1 During the term of this Agreement, LICENSEE at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of LICENSEE. LICENSEE shall provide the CITY a certificate of insurance evidencing such coverage. LICENSEE's insurance coverage shall be primary insurance as respects to the CITY for all applicable policies. The limits of coverage under each policy maintained by LICENSEE shall not be interpreted as limiting LICENSEE's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the CITY's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the CITY, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the LICENSEE against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the LICENSEE under this Agreement.

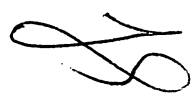
7.2 At all times during the term of this Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the following insurance coverages:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.



The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the LICENSEE. The coverage shall contain no special limitation on the scope of protection afforded to the CITY, its officials, employees, or volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the LICENSEE does not own vehicles, the LICENSEE shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statute.

LICENSEE must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

Insurance Certificate Requirements

- a. The LICENSEE shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The LICENSEE shall provide a Certificate of Insurance to the CITY with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the LICENSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the LICENSEE shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.



f. The CITY shall be named as an Additional Insured with a Waiver of Subrogation except for Workers' Compensation and Employer's Liability where an Additional Insured is not permitted.

g. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The LICENSEE has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the LICENSEE's expense.

If the LICENSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the LICENSEE may provide an Umbrella/Excess insurance policy to comply with this requirement.

The LICENSEE's insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be excess of Applicant's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the LICENSEE that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained during the term of this Agreement, and any lapse in coverage shall be considered breach of contract. In addition, LICENSEE must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of LICENSEE's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the LICENSEE's insurance company and the CITY's Risk Management office as soon as practicable.

It is the LICENSEE's responsibility to ensure that all subcontractors comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. LICENSEE further confirms that LICENSEE's insurance will apply as excess over any other valid and collectible coverage of their vendors. Any and all deficiencies are the responsibility of the LICENSEE.

8. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language in this Agreement expresses the mutual intent of each



party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9. Severability. If any provision of this Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement 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 License, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

10. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

11. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

12. Non-Discrimination. LICENSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

13. Termination. In the event of emergency, the CITY may cancel this Agreement during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Agreement. Either party may send notice to the other party at the addresses set forth in the preamble.

14. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state



courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Agreement, CITY and LICENSEE hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.**

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

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' followed by a horizontal line.

AS TO LICENSEE:

LAS OLAS SMI, LLC, a Delaware limited liability company

WITNESSES:

Pam Myers
Pam Myers
[Witness type or print name]

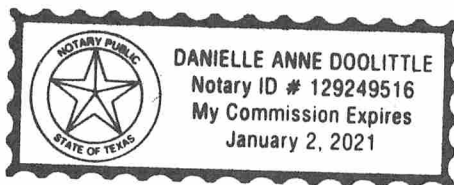
By: 32

Tammy Wright
Tammy Wright
[Witness type or print name]

STATE OF Texas
COUNTY OF Collin

The foregoing instrument was acknowledged before me this February 10, 2017, 2017, by Bryan Redmond, of **Las Olas SMI, LLC**, a Delaware limited liability company who has the authority to execute this Inspection Agreement. He is (check one) ☒ personally known to me or _____ presented _____ as identification.

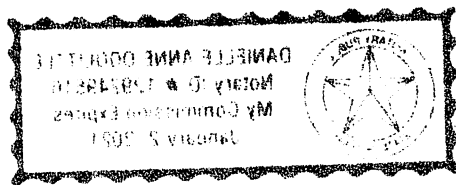
(SEAL)



Danielle Doolittle
Notary Public, State of ~~Florida~~ Texas
(Signature of Notary taking Acknowledgment)

Danielle Doolittle
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
January 2, 2021
Commission Number



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

WITNESS:

H. Skouridakis
Haterina Skouridakis
Print or type name

CITY OF FORT LAUDERDALE

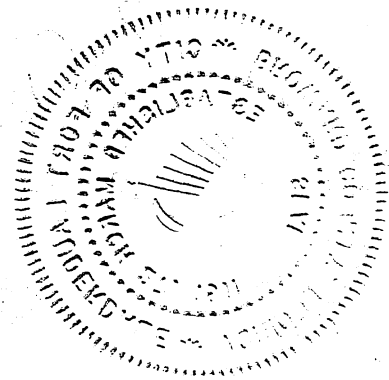
By L.R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jeffery A. Modarelli
Jeffery A. Modarelli, City Clerk

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

By Lynn Solomon
Lynn Solomon, Assistant City Attorney



DESCRIPTION:

Portions of those certain lands of the New River Sound together with a portion of the AMENDED PLAT OF LAS OLAS BY THE SEA SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 6 of the Public Records of Broward County, Florida, lying in Section 12, Township 50 South, Range 42 East, Broward County, Florida, being described as follows:

COMMENCE at the Northeast corner of Lot 6, Block 12, LAUDER DEL MAR, according to the plat thereof, as recorded in Plat Book 7, Page 30 of said Public Records; thence South 89°02'35" West, along the North line of said Lot 6, and its Westerly extension, a distance of 239.92 feet to the POINT OF BEGINNING; thence South 03°46'51" East, a distance of 190.17 feet; thence South 05°23'36" East, a distance of 19.75 feet; thence South 02°43'00" East, a distance of 63.17 feet; thence South 01°21'24" East, a distance of 154.66 feet; thence South 04°35'16" West, a distance of 19.98 feet; thence South 07°25'12" West, a distance of 90.81 feet; thence South 07°36'31" West, a distance of 52.66 feet; thence South 07°09'00" West, a distance of 214.39 feet to an intersection with the arc of a curve concave to the Northwest and whose radius point bears North 49°02'29" West from the last described point; thence Southwesterly and Westerly along the arc of said curve having a radius of 15.00 feet, a central angle of 59°53'33", an arc distance of 15.68 feet to the point of tangency; thence North 79°08'56" West, along the North right-of-way line of East Las Olas Boulevard, as described in Official Records Book 3465, Page 622 of said Public Records, a distance of 347.33 feet; thence North 08°12'14" East, along the existing bulkhead line as described in City of Fort Lauderdale Ordinance No. C-1421 and recorded in Official Records Book 1282, Page 182 of said Public Records, a distance of 650.86 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Easterly along the arc of said curve and said bulkhead line, said curve having a radius of 110.00 feet, a central angle of 80°50'21", an arc distance of 155.20 feet to a point of tangency; thence North 89°02'35" East, and continuing along said bulkhead line, a distance of 181.31 feet to the POINT OF BEGINNING.

TOGETHER WITH:

BEGINNING at the Northwest corner of the "RESUBDIVISION OF LOTS 5,7,8,9,10,11 and 12, MOONEY POINT" according to the Plat thereof, as recorded in Plat Book 68, Page 27 of said Public Records; thence South 89°02'35" West, along the existing bulkhead line as described in said City of Fort Lauderdale Ordinance C-1421, a distance of 135.83 feet to a point of curvature of a curve concave to the Northeast; thence Westerly and Northerly along the arc of said curve and said bulkhead line, said curve having a radius of 110.00 feet, a central angle of 99°09'39", an arc distance of 190.38 feet to a point of tangency; thence North 08°12'14" East, and continuing along said bulkhead line, a distance of 192.70 feet; thence South 79°08'56" East, along the South right-of-way line of East Las Olas Boulevard as described in said Official Records Book 3465, Page 622, a distance of 266.02 feet to an intersection with a line being the Northerly extension of the face of the bulkhead line as it existed on May 5, 1958 and shown on the City of Fort Lauderdale's Engineering plan entitled "Bulkhead Line and Fill Plan - Birch -Las Olas Parking Lot and Adjoining Area"; thence South 09°05'17" West, along said bulkhead line and its Northerly extension, a distance of 267.42 feet to the POINT OF BEGINNING.

Subject to all easements, rights-of-way, and reservations of record.

Containing 7.64 acres, more or less.

Bearings described herein are relative to the Transverse Mercator Projection, Florida East Zone, Grid North.

Sheet 1 of 3
DER/ss
Job No. C162J
89012.DR4

Return to Real Estate Office
Public Works Department
City of Fort Lauderdale
P. O. Drawer 14260
Fort Lauderdale, FL 33302

Exhibit "B"

BK 17136FE0651

BK 25663PG0180:

UTILITY EASEMENT

P A R C E L
LAS OLAS DEL MAR
(PLAT BOOK 147, PAGE 20)

LEGAL DESCRIPTION

SUBMERGED LAND LEASE
BIRCH/LAS OLAS NEW DOCKS
CITY OF FORT LAUDERDALE,
BROWARD COUNTY, FLORIDA

A portion of submerged land lying in New River Sound in Section 12, Township 50 South, Range 42 East, and being West of Parcels A and B, LAS OLAS DEL MAR I, according to the plat thereof, recorded in Plat Book 147, Page 20, of the public records of Broward County, Florida, and being all more fully described as follows:

Commencing No. 1 at the Southwest corner of said Parcel "A"; thence North 78°24'38" West, on the North right-of-way line of Las Olas Boulevard, a distance of 9.44 feet to the Point of Beginning NO.1; thence North 79°14'14" West, on the said North right-of-way line, a distance of 152.00 feet to a point, said point bearing North 40°51'50" West, a distance of 38.73 feet from Monument IWBW-120, as shown on U.S. Army Engineer District Map, Intracoastal Waterway Map, Sheet 16 of 20, File No. 88-24,258, last dated July 17, 1963; thence North 08°28'41" East, a distance of 120.89 feet; thence North 00°31'29" West, a distance of 460.86 feet; thence North 10°48'48" East, a distance of 202.04 feet; thence South 79°11'12" East, a distance of 272.34 feet; thence South 16°44'43" East, a distance of 25.57 feet to a point on curve and a point on the wet face of an existing bulkhead; thence Southwesterly on a curve to the left, whose tangent is perpendicular to the last mentioned course and on the said wet face of an existing bulkhead, with a radius of 110.00 feet and a central angle of 64°46'34", an arc distance of 124.36 feet to a point of tangency, said point of tangency bearing North 78°05'08" west, a distance of 8.07 feet from the offset Permanent Reference Monument marking the Westerly point of curvature on the West boundary of said Parcel "A"; thence South 08°28'39" West, on the said wet face, a distance of 640.27 feet; thence South 29°42'22" West, on the said wet face, a distance of 10.84 feet to the Point of Beginning No.1

TOGETHER WITH:

Commencing No.2 at the Northwest corner of said Parcel B; thence North 09°04'20" West, a distance of 19.21 feet to the Point of Beginning No.2; thence North 17°28'19" West, on the wet face of an existing bulkhead, a distance of 12.19; thence North 78°18'20" west, a distance of 152.61 feet to a point, said point bearing South 30°25'53" West, a distance of 82.70 feet from said Monument IWBW-120; thence South 08°46'53" West, a distance of 63.08 feet; thence South 10°40'38" East, a distance of 264.42 feet; thence North 89°28'31" East, a distance of 131.32 feet, to a point on a curve, and to a point on the wet face of an existing bulkhead; thence Northwesterly on a curve to the right and on said wet face, whose tangent bears North 53°12'54" West, with a radius of 111.14 feet and a central angle of 60°57'29", an arc distance of 118.25 feet to a point, said point bearing North 55°52'42" West, from the Permanent Reference Monument marking the point of curvature on the west line of said Parcel "B"; thence North 08°31'08" East, on the said wet face, a distance of 179.02 feet to the Point of Beginning No.2

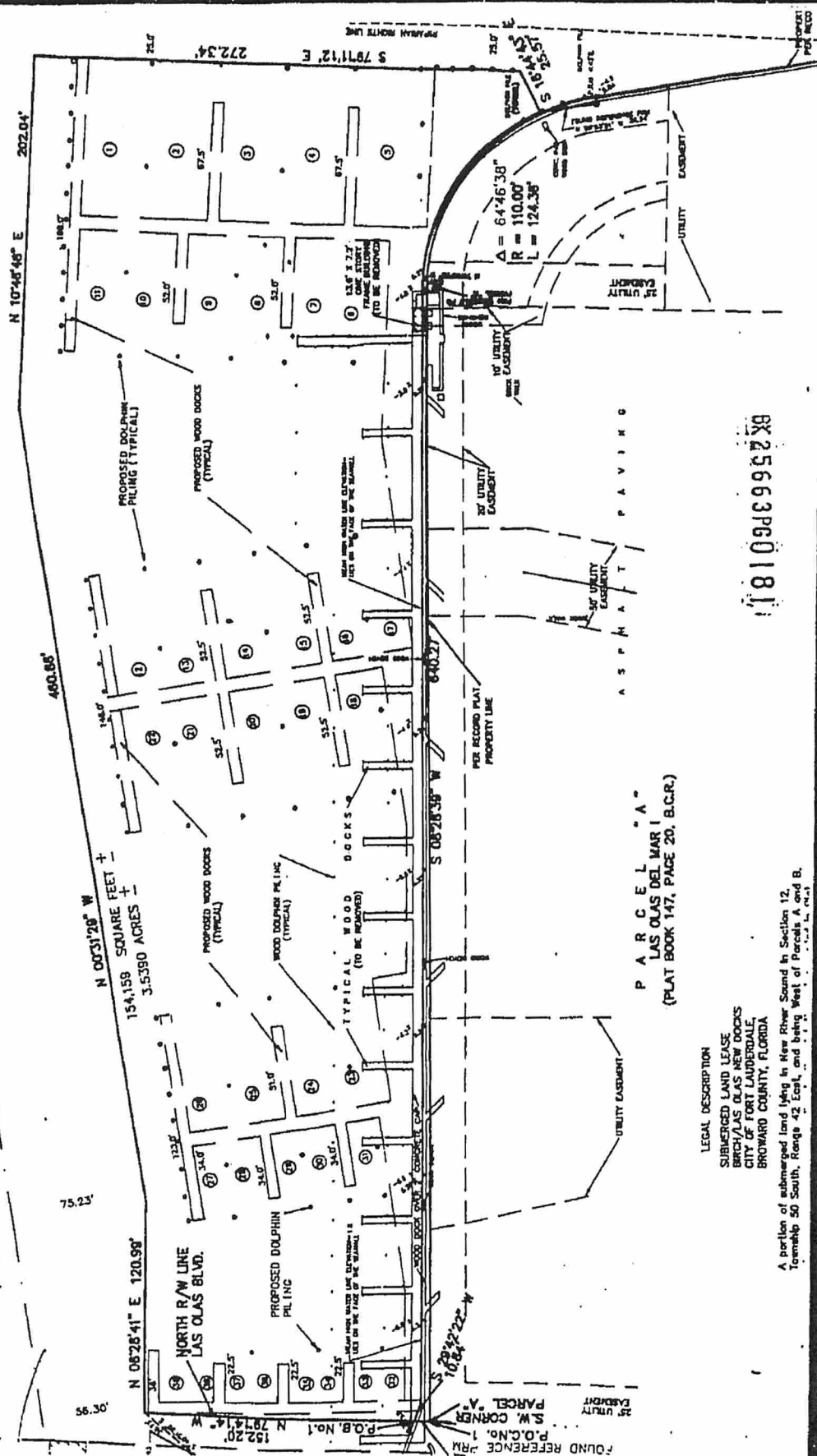
Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 193,772 square feet or 4.4484 acres more or less.

Attachment A
Page 8 of 15 Pages
SSLL No. 060232076

FILE NO.:

95 - 3 - 31 "A"

INTRACOASTAL WATERWAY

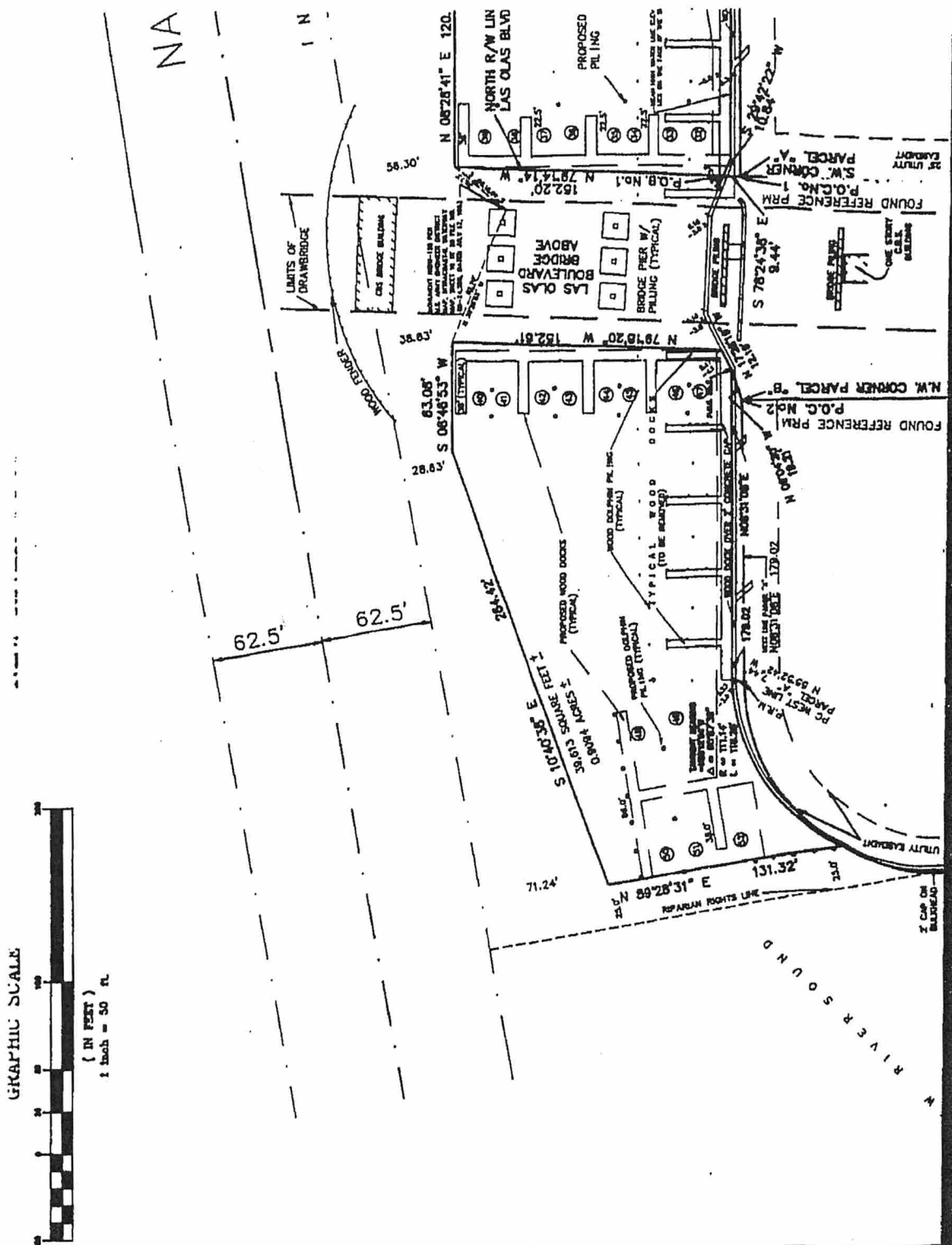


BK 25663 PG 0181

PARCEL "A"
LAS OLAS DEL MAR I
(PLAT BOOK 147, PAGE 20, B.C.R.)

LEGAL DESCRIPTION
SUBMERGED LAND LEASE
BIRCH/LAS OLAS NEW DOCKS
CITY OF FORT LAUDERDALE
BROWARD COUNTY, FLORIDA

A portion of submerged land lying in New River Sound in Section 12,
Township 30 South, Range 42 East, and being West of Parcels A and B,
is hereby leased to the City of Fort Lauderdale, Florida.





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

① Letter
① Agreement 3/8/17
② ✓
①

Today's Date: 2/8/17

DOCUMENT TITLE: Letter of Authorization – Suntex Marina Investors, LLC and Inspection Agreement

COMM. MTG. DATE: 2/7/17 CAM #: 17-0116 ITEM #: CM-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 2/23/17

LS
Initials

[Signature]

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 2/23/17

4) City Manager's Office: CMO LOG #: Feb 18 Date received from CCO: 2/28/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 2/28/17

5) Mayor/CRA Chairman: Please sign as indicated Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 2 original and forwards 1 original(s) to: Shaniece Louis / CAO / Ext. 5036 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to CAO

*Email executed copies to
Shaniece Louis