

This Sublease Agreement is made between the Department of Natural Resources of the State of Florida on behalf of the Division of Recreation and Parks, as Sublessor, and Broward County, Florida, as Sublessee. The parties, for and in consideration of mutual covenants and agreements, agree as follows:

1. The parties acknowledge that:

A. The Board of Trustees of the Internal Improvement Trust Fund (hereinafter referred to as the "Board") holds title to certain property identified as Westlake for public outdoor recreation and,

B. The Department of Natural Resources of the State of Florida, Division of Recreation and Parks, as the Lessee of Westlake, agrees to sublease the property to Broward County for public outdoor recreation and related purposes in order to represent the State in coordination with local management.

2. Description of Premises: The property subject to this Sublease, is situated in Broward County and described in Exhibit "A" of the Trustees Lease Agreement No. 3417 attached as Exhibit "B", both attached hereto and made a part hereof. Sublessor further agrees that it shall initiate procedures to amend the legal description of the leased property to include any heretofore or hereafter acquired property of the Sublessor that is included within the boundaries of the Westlake Park property should it be determined that Sublessor holds title to such property which has been excluded from the legal description.

3. Term and Purpose: This Sublease shall be for a period coterminous with the time remaining on Trustees Lease Agreement No. 3417 dated November 19, 1986, and attached hereto as Exhibit "B", for environmental protection and public outdoor recreation and related purposes, unless otherwise terminated pursuant to the provisions of this Sublease.

4. Conformity: This Sublease shall be subject to all the terms and conditions of the Trustees Lease Agreement No. 3417. The Sublessee shall prevent any unauthorized use of the property or any use not in conformance with Exhibit "B" and this Sublease.

5. Right of Use: The Sublessee shall have the right to enter upon the property for all purposes necessary to the full enjoyment of the rights herein granted.

6. Assignment: This Sublease and any rights and privileges conferred herein shall not be assigned or transferred by the Sublessee without the prior written approval of the Sublessor.

7. Management Plan: A Management Plan for the subleased premises shall be prepared by SUBLESSEE, in accordance with Section 253.034, Florida Statutes, and Section 18-2.005 and Chapter 18-4, Florida Administrative Code, within 12 months of the execution date of this sublease and shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises, or mitigation permitted by the Department of Environmental Regulation, until the Management Plan is approved, without the prior written approval of the TRUSTEES and SUBLESSOR. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing the development and Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the execution date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every five (5) years. SUBLESSEE shall not use or alter the property except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Management Plan prepared under this

sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. Development Time Frame: The Sublessee shall at its sole cost and expense make available to the public, within ten years from the effective date of this Sublease, site improvements on the property for public recreational use and protection of the natural resources. This provision shall be in accordance with the final management plan described in paragraph 7. All site improvements shall be constructed in a manner consistent with sound construction practices and the construction of any new facilities, improvements or alterations of the premises shall meet applicable state, county and municipal building codes. The Sublessee shall keep the premises free and clear of all liens for labor and materials and, to the extent provided by law, shall hold the Sublessor and the Board harmless with respect to Sublessee's work. In the event the lien for labor or materials is filed, the Sublessee shall promptly exercise its available legal remedies to contest or satisfy, in good faith, such lien (in which event Sublessee agrees to be bound by the final result).

9. Site Plan: The Sublessee shall submit a final site plan to the Sublessor for review and approval prior to construction of any new facilities. Site plan of existing and proposed facilities shall be included in the final management plan.

10. Incurred Costs: All costs of construction, construction operation, maintenance, use and restoration of the property, shall be the responsibility of the Sublessee. The Sublessee shall be responsible for any and all assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of the Sublease.

11. Ownership of Improvements: All improvements provided by the Sublessee shall be and remain the property of the Sublessee during the effective period of this Sublease.

12. Security and Maintenance: The Sublessee shall provide security and protection of the premises and keep the property clean and maintained in good condition.

13. User Fees: All user fees which the Sublessee may wish to impose shall be uniformly imposed among users regardless of the political

jurisdiction in which the user may reside.

14. Right of Inspection: The Sublessor and its duly authorized agents shall have the right at any reasonable time to inspect the property and the works and operations thereon of the Sublessee in any matter pertaining to this Sublease. Should the Sublessee violate any covenant(s) or conditions of this Sublease or Trustees Lease Agreement No. 3417, Sublessor shall notify Sublessee in writing that it requires Sublessee's correction of that violation. Sublessee must cure the violation within 90 days following the date of notice. Upon Sublessee's failure to cure the violation within the time prescribed, Sublessor may terminate this Sublease upon 30 days prior written notice to Sublessee.

15. Right of Audit: The Sublessee shall make available to the Sublessor all financial records relating to this Sublease, and the Sublessor shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the operation of Sublessee's facilities. This Sublease may be terminated by the Sublessor upon written notice and in accordance with the time frames and procedures for curing violations of this Sublease set forth in paragraph 14, if the Sublessee fails to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

16. Signs: The Sublessee shall, within 90 days from date of Sublease, erect a temporary information sign on the site. The sign shall identify the park name and state that funds for acquisition were provided by the Conservation and Recreation Lands Program administered through the State of Florida, Department of Natural Resources, and a photograph of its placement shall be sent to the Sublessor. The temporary sign shall remain in place until construction completion at which time a permanent sign, bearing the same information, shall be placed at the site.

17. Easements: The Sublessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted should be filed timely with the Sublessor.

18. Liability: To the extent allowed by law, the Sublessee hereby agrees to indemnify and hold the Department harmless from any and

all claims or demands for any personal injury or property damage resulting or occurring in connection with any actions of Sublessee under this Sublease and shall investigate all claims of every nature at its expense. In addition, the Sublessee hereby agrees to be responsible for any injury or property damage resulting from any actions of Sublessee under this Sublease. The Sublessee shall provide, during the term of this Sublease, fire and extended coverage insurance to include all improvements located on the premises for their full insurable value, or, in the alternative, Sublessee shall provide evidence of self-insurance sufficient to cover the loss of such improvements. Any policies of insurance shall name Sublessor, Sublessee, and the Board as the insured. The Sublessee shall also provide public liability coverage in the form of insurance policies or self-insurance for any and all claims against Sublessee, Sublessor, the Board and the State of Florida. The Sublessee shall submit annually, written evidence of insurance to the Bureau of State Lands Management (hereinafter referred to as the "Bureau"), 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. Any insurance policies purchased by Sublessee pursuant to this paragraph shall be purchased from a financially responsible insurer duly authorized to do business in the State of Florida. Prior to the construction or removal of any buildings or improvements on the premises, Sublessee shall promptly notify the Sublessor. The Sublessee agrees to notify the insurance agent of any changes which affect the value of any improvements and will request the insurance agent to adjust the insurance coverage to reflect any changes in value. Sublessee shall be financially responsible for any loss due to failure to obtain adequate insurance coverage. If an action is commenced against the Sublessor or the Board based on any claim arising out of the ownership or use of the leased premises by the Sublessee during the term of this Sublease (including, without limitation, any action seeking damages for loss of life, personal injury or damage to property occurring in or about the leased premises), to the extent provided by law, Sublessee shall pay the expense of Sublessor's and the Board's defense. If a judgment is entered in such action against both Sublessor and/or Board and Sublessee, or if they agree that a settlement of the claim or lawsuit should be made, Sublessee shall be responsible for payment of such judgment or settlement. Nothing contained

herein shall be deemed to constitute a waiver of sovereign immunity on the part of Sublessor, Sublessee or Board, or to affect, limit or reduce the protection afforded Sublessor or Sublessee under provisions of Section 375.251, Florida Statutes, or to protect Sublessee from liability for any deliberate, willful or malicious act of Sublessee, including without limitation litigation and appeals. Each party to this Sublease shall be responsible for their own attorney's fees.

19. Termination: Upon termination or expiration of this Sublease, the Sublessee shall surrender the premises to the Sublessor. In the event no further use of this parcel or any part thereof is needed, the Sublessee shall give notification to the Sublessor and the Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the premises. Notification will include a legal description, the lease number, and an explanation of the release. Upon termination of this Sublease, all improvements shall automatically become the property of the Board, unless the Board, at its option, should require immediate removal at the Sublessee's expense of any and all such improvements upon written notice to the Sublessee. Any improvements to remain on the property upon termination of this Sublease shall be at the Board's discretion. The Sublessee shall meet the following conditions upon termination of this Sublease:

(a) The Sublessee shall properly dispose of utility fees, including having all the utilities turned off.

(b) The Sublessee shall not commit waste; reasonable wear and tear is acceptable.

(c) Prior to formal release, a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(d) If the premises do not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any expenses incurred in meeting the prescribed conditions.

(e) The termination and/or expiration of this Sublease is subject to all of the conditions and terms of Trustees Lease Agreement No. 3417.

20. Non-Discrimination: As a condition of obtaining this Sublease, the Sublessee hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this Sublease or upon lands adjacent to and used as an adjunct of the subleased area.

IN WITNESS WHEREOF, The lawfully designated agent of the
Department of Natural Resources of the State of Florida has hereunto
subscribed his name and caused his official seal to be hereunto affixed
on the 22nd day of DECEMBER, 1988, and the lawfully
designated agent of Broward County, Florida, has hereunto subscribed his
name and caused his official seal to be hereunto affixed on the _____
day of _____, 1988.

(SEAL)

STATE OF FLORIDA
DEPARTMENT OF
NATURAL RESOURCES

SUBLESSOR;
FLORIDA DEPARTMENT OF
NATURAL RESOURCES

WITNESSED BY:

Andrew Bowden
Sherry Serrance

By: Tom Gardner
Tom Gardner, Executive Director
Its Agent for this Purpose

Patricia E. Sargent
DNR Attorney

The foregoing instrument was acknowledged before me this _____ day
of _____, 1988 by Tom Gardner, as Executive Director
of Florida Department of Natural Resources.

NOTARY PUBLIC
My Commission Expires:

(SEAL)

Broward County
BROWARD, FLORIDA

SUBLESSEE:
Broward County
BROWARD, FLORIDA

WITNESSED BY:

Belene Bruce
Margaret A. Masters

By: Scott L. Cowan Vice Chairman
Its Agent for this Purpose
Jeffrey S. Siniawsky
COUNTY ATTORNEY

The foregoing instrument was acknowledged before me this 29th day of
November, 1988, by Scott L. Cowan, Vice Chairman
Belene Bruce, asst. Co. admin., as Jeffrey S. Siniawsky, Co. attorney.

Phyllis Jean Flanagan
Notary Public
My Commission Expires:

B.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 26, 1992
BONDED THRU GENERAL INS. UND.

EXHIBIT "A"

PARCEL I

Lots 12 and 13 in Block 2

Lots 6, 7, 13 and 16 in Block 4

Lots 9, 13 and 16 in Block 5

Lots 12 and 13 in Block 6

Lots 7 and 19 in Block 7

Lot 3 in Block 9

Lots 18, 20 and 25 in Block 10

Lots 12, 21 and 23 in Block 11

Lots 11, 15 and 16 in Block 12

Lot 5 in Block 13

Lot 5 in Block 14

Lot 6 in Block 15

Lots 18, 19 and 20 in Block 17

Lots 15, 23 and 26 in Block 18

Lots 13, 14 and 15 in Block 19

Lots 8, 14 and 15 in Block 20

Lots 6, 9, 23 through 27 in Block 23

Lots 17 and 18 in Block 24

Lots 9, 10 and 13 in Block 25

Lots 5, 7, 8, 16 and 18 in Block 26

Lots 4, 7, 9, 10, 17 and 18 in Block 27

Lots 16 and 18 in Block 28

Lots 3 through 6, 13, 14, 19 and 20 in Block 29

Lots 1, 2, 5 and 14 in Block 30

Lot 8 in Block 31

Lot 16 in Block 32

Lots 8, 11 and 12 in Block 34

Lots 3 and 4 in Block 35

Lot 18 in Block 36

Lots 3, 4, 19 and 20 in Block 39

Lot 5 in Block 40

Lots 4, 14, 19 and 20 in Block 41

Lots 13, 15 and 18 in Block 42

Lots 4 through 6, 8, 13 through 15 and 18 in Block 43

Lots 5 and 6 in Block 44

Lots 3, 5 and 7 in Block 45

Lots 13 and 14 in Block 46

Lot 8 in Block 47

Lot 20 in Block 53

Lots 16, 23, 36 and 37 in Block 55

Lots 8, 20 and 21 in Block 56

All in HOLLYWOOD CENTRAL BEACH BUSINESS SECTION, according to the plat thereof, recorded in Plat Book 6, page 16, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

PARCEL II

Lots 1, 2, 3 and 6 less State Road Right-of Way, 12 and 15 in Block 1

Lots 14 and 15 in Block 2

Lots 10 and 11 in Block 7

Lot 17 in Block 10

Lots 3, 6 and 11 less State Road Right-of-Way, 12, 14 and 15 in Block 17

Lots 19 and 20 in Block 18

Lots 17 and 18 in Block 19

Lots 2, 9 and 10 in Block 20

Lots 13 through 16 in Block 21

Lots 3, 4, 11, 12 and 29 in Block 22

Lots 7 and 14 in Block 23

Lot 29 in Block 24

Lot 18 in Block 25

Lot 14 in Block 26

Lots 1 through 10 in Block 28

Lots 9 and 10 in Block 31

Lots 13 through 15 in Block 32

Lots 4, 9, 10 less State Road Right-of-Way, 19 and 20 in Block 33

Lots 11 and 12 in Block 43

Lot 20 in Block 45

Lot 28 in Block 53

Lots 30, 33, 34 and 35 in Block 55

Lots 12, 13 and 35 in Block 56

All in HOLLYWOOD CENTRAL BEACH BUSINESS SECTION, according to the plat thereof, recorded in Plat Book 6, page 16, of the Public Records of Broward County, Florida, said lands situate, lying and being in Broward County, Florida.

PARCEL III

Lots 4, 5, 7 and 9 less State Road Right-of-Way, 16 through 20, 22 and 23 in Block 1

Lots 2 through 7, 9, 10, 16, through 19, and 21 through 24 in Block 2

Lots 1 through 24 in Block 3

Lots 1 through 5, 8, 9, 14, 15, 17 through 19, and 23 in Block 4

Lots 1 through 8, 10 through 12, 14, 15, 17, 18 and 21 through 24 in Block 5

Lots 1, 2, 4 through 6, 9, through 11, and 16 through 24 in Block 6

Lots 1, 3 through 6, 8, 9, 12 through 18, and 20 through 24 in Block 7

Lots 1 through 17 and 24 in Block 8

Lots 1, 2, and 4 through 26 in Block 9

Lots 1 through 3, 5 through 14, 19, 21 through 24 and 26 in Block 10

Lots 1 through 11, 13 through 20, 22, and 24 through 26 in Block 11

Lots 1 through 10, 13, 14, and 17 through 26 in Block 12
Lots 2, 3, 4, 6 through 16, and 19 through 26 in Block 13
Lots 1 through 4, 6 through 11, and 13 through 26 in Block 14
Lots 1 through 4, and 7 through 26 in Block 15
Lots 1 through 25 in Block 16
Lots 1, 2, 4, 5, 8 through 10, 13, 17 and 21 through 30 in Block 17
Lots 1 through 10, 13, 14, 16, 21, 22, 25 and 27 through 30 in Block 18
Lots 1, 2, 5 through 12, 16, and 22 through 30 in Block 19
Lots 1, 3, through 7, 11 through 13, 16 through 18, and 21 through 30 in Block 20
Lots 1 and 2, 5 through 8, 10 through 12, 17, 18 and 21 through 30 in Block 21
Lots 1, 2, 5 through 10, 16 through 20, 22, 23, 26, 30 in Block 22
Lots 1 through 4, 8, 11 through 13, 15 through 22, and 28 through 30 in Block 23
Lots 2 through 13, 15, 16, 19 through 28, and 30 in Block 24
Lots 1, 2, 4 through 6, 8, 11, 12, 14 through 17, 19 and 20 in Block 25
Lots 1 through 4, 6, 11 through 13, 15, 17, 19, and 20 in Block 26
Lots 1 through 3, 6, 8, 11 through 16, 19 and 20 in Block 27
Lots 11 and 12 in Block 28
Lots 1, 2, 7 through 10, and 15 through 18 in Block 29
Lots 6, 7, 9 through 13, and 15 through 20 in Block 30
Lots 1 through 3, 5 through 7, 11 through 15, 17, 19, and 20 in Block 31
Lots 5 through 12, and 17 through 20 in Block 32
Lots 1, 2, 5 through 8, 11 through 18 in Block 33
Lots 1 through 7, 9, 10, and 18 through 20 in Block 34
Lots 1, 2, 5, and 7 through 16 in Block 35
Lots 1, 2, 3, 4, 8, 11 through 14, 19 and 20 in Block 36
Lots 1 through 10 in Block 37
Lots 1 through 10 in Block 38

Lots 1, 2, and 5 through 18 in Block 39

Lots 1 through 4, 6 through 13, and 16 through 20 in Block 40

Lots 1 through 3, 5, 6, 8 through 10, 13 and 15 in Block 41

Lots 1 through 4, 6, through 12, 14, 16, 17, 19 and 20 in Block 42

Lots 1, through 3, 7, 19 and 20 in Block 43

Lots 3, 4, 9, 10, and 16 through 18 in Block 44

Lots 1, 2, 4, 6, 9 through 18 in Block 45

Lots 1 through 8, 11, 12, and 15 through 20 in Block 46

Lots 3, 4, 6, 7, and 9 through 16 in Block 47

Lots 1 through 5, and 7 through 15, 17 through 20 in Block 48

Lots 1 through 7, 13, through 19, 23 through 25, 27, and 30 through 40 in Block 53

Lots 1 through 10, 13, and 36 through 40 in Block 54

Lots 3 through 15, 17 through 22, 24 through 27, 29, 31, 32, 38, 39, 40 in Block 55

Lots 1 through 7, 9 through 11, 14 through 19, 22 through 27, 30 through 34 and 36 through 40 in Block 56

All in HOLLYWOOD CENTRAL BEACH BUSINESS SECTION, according to the plat thereof, recorded in Plat Book 6, page 16, of the Public Records of Broward County, Florida.

AND

All of Blocks 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160 and 161 in THE LAKE MABEL SECTION OF HOLLYWOOD, according to the plat thereof, recorded in Plat Book 9, page 39, of the Public Records of Broward County, Florida.

Less that portion of Lot 1 in Block 147 lying West of the East line of the SE 1/4 the NE 1/4 of the NW 1/4 of Section 35, Township 50 South Range 42 East.

Said lands situate, lying and being in Broward County, Florida.

PARCEL IV

Lots 2 through 8 in Block 1

Lots 1 through 6 and Lot 8 in Block 2

Lots 1 through 3 in Block 3

Lots 1 through 4 in Block 4

Lots 1 through 4, and 9 through 28 in Block 5

Lots 1 through 8 and 10 through 14, 16, 17, 19, 21, 23, 24, 26 and 28 in Block 6

Lots 1 through 10, and 13 through 21 in Block 7

Lots 1, 3, 6, through 9, and 12 through 22 in Block 8

Lots 1, 2, 4, 7 through 19, 21 and 22 in Block 9

Lots 1 through 9, 11, 12, 14, 15, and 18 through 22 in Block 10

Lots 1 and 4 through 8 in Block 11

Lots 3 through 8 in Block 12

Lots 1, and 3 through 8 in Block 13

Lots 1 through 8 in Block 14

Lots 1, 3 through 28 in Block 15

Lots 1 through 4, 8, 10, 12, 13, 15 through 17, 20, 21 and 23 through 28 in Block 16

Lots 4 through 7, and 9 through 28 in Block 17

Lots 1, 2, 4, through 16, and 20 through 28 in Block 18

Lots 1 through 6, 8 through 11, 13, through 15, 18 through 20, and 22 through 28 in Block 19

Lots 1, 3 through 6, 8 through 22, and 24 through 28 in Block 20

Lots 1, 2, 4 through 12, 14 through 19, and 21 through 28 in Block 21

Lots 1 through 4, 6 through 9, 17 through 28 in Block 22

Lots 1 through 4, 9 through 22 and 24 through 28 in Block 23

Lots 1, 3, 4, 7 through 11, 13 through 16, and 21 through 28 in Block 24

Lots 1 through 4, 6 through 15, 17 through 25, 27 and 28 in Block 25

Lots 1 through 22, 27 and 28 in Block 26

Lots 1 through 4, 6 through 9 and 12 in Block 27

Lots 1 through 7, and 9 through 12 in Block 28

Lots 1, 2, 4 through 12 in Block 29

Lots 1 through 7 and 9 through 12 in Block 30

Lots 1, 2, 4 through 12 in Block 31

Lots 1 through 12 in Block 32

Lots 1 through 6, 8, 11 and 12 in Block 33

Lots 1, 2, 4 through 12 in Block 34

All in HOLLYWOOD CENTRAL BEACH NUMBER 3, according to the plat thereof, recorded in Plat Book 10, page 6, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

AND

Lots 4 through 12 in Block 11

Lots 1 through 6 in Block 12

Lots 7 through 12, LESS Road right-of-way in Block 12

Lots 7 through 12 in Block 13

Lots 1 through 6, LESS Road right-of-way in Block 13

Lots 1 through 3 and 5 through 12 in Block 14

Lots 1 through 12 in Block 15

Lots 1 through 12 in Block 16

Lots 1 through 12 in Block 17

Lots 1 through 6 and 8 through 12 in Block 18

Lots 1 through 6 and 8 through 34 in Block 19

Lots 1 through 12 and 14 through 35 in Block 20

Lots 1 through 35 in Block 21

Lots 1 through 35 in Block 22

Lots 1 through 11 and 14 through 24 in Block 23

Lots 1 through 7 and 9 through 19 in Block 24

Lots 1 through 12 and 14 through 18 in Block 25

Lots 1 through 18 in Block 26

Lots 1 through 16 and 18 in Block 27

Lots 1 through 5, 7 through 10 and 13 through 18 in Block 28

Lots 1 through 18 in Block 29

Lots 1 through 6 and 8 through 18 in Block 30

Lots 1 through 4, 6, and 10 through 18 in Block 31

Lot 2 through 12 and 14 through 17 in Block 32

Lots 1 through 18 and 20 through 30 in Block 33

Lots 1 through 12, 15 through 22 and 24 through 30 in Block 34

Lots 1 through 12, and 14 through 28 in Block 35

Lots 1 through 22, 24 and 26 in Block 36

Lots 1 through 7 and 12 through 27 in Block 37

Lots 20 through 28, 30 through 33 and 35 through 37, in Block 38; Lots 1 through 5, 7 through 12; 15 and 16 LESS Road right-of-way in Block 38

Lots 1 through 4, 6 through 20 and 22 in Block 39; Lots 24 through 42 LESS Road right-of-way in Block 39

Lots 1 through 25 and 27 through 42 in Block 40

Lots 1 through 16, 18, 19 and 26 through 44 in Block 41

Lots 1 through 44 in Block 42

All of Block 71, LESS Road right-of-way

Lots 2 through 18, 20 through 23, 26 through 28, 30 through 36, 39, 40, 43, 44 and Block 72

Lots 1 through 4, 6 through 36, 38 through 42, 44 through 48 and 50 through 54 Block 73

Lots 1 through 6 and 8 through 16 in Block 74

All of Block 75

Lots 1 through 11 in Block 76

Lots 1 through 12, and 15 through 23 in Block 77

Lots 1 through 4, 6 through 8, 10 through 15, 17 through 21 and 23 and 24 in Block 78

Lots 1, 3 through 8, 12 through 14, 17 through 19 and 22 through 24 in Block 79

Lots 3, through 6, 8, 9, 12, 15, 16, 18, 19, 23 and 24 in Block 80

Lots 4 through 10, 12 through 18, and 20 through 23 in Block 81

Lots 1, 3 through 8, 10 through 22 and 24 in Block 82

Lots 1 through 12, 16 through 21 and 24 in Block 83

Lots 1 through 10, and 13 through 23 in Block 84

Lots 1 through 5, 7 through 12, 14, 17 through 23 in Block 85

Lots 1 through 8 and 10 through 21 in Block 86

Lots 1 through 14 and 16 through 21 in Block 87

Lots 1, 3 through 5, 7 through 15, and 18 through 21 in Block 88

Lots 1 through 5, 7 through 11, and 14 through 21 in Block 89

Lots 1 through 21 in Block 90

Lots 1 through 21 in Block 91

Lots 1 through 3, 5 through 11, 13 through 16 and 18 through 21 in Block 92

Lots 1 through 5, 7 through 13 and 15 through 20 in Block 93

Lots 1 through 21 in Block 94

Lots 1 through 11 and 16 through 21 in Block 95

Lots 1 through 6, 8 through 16, and 18 through 23 in Block 96

Lots 1 through 28 in Block 97

Lots 1 through 8, 11 through 26 and 28 in Block 98

Lots 1 through 14, 16 through 22 and 24 through 28 in Block 99

Lots 1 through 28 in Block 100

Lots 1 through 28 in Block 101

Lots 15 through 20 and 22 through 28 in Block 102; Lots 1 through 14 LESS Road right-of-way in Block 102

Lots 24 through 27 in Block 141; Lots 1 through 6 LESS Road right-of-way in Block 141

Lots 1 through 5, 23, 24, 26 and 27 in Block 142; Lots 6 and 22 LESS canal right-of-way in Block 142

Lots 1, 2, 5, and 23 through 27 in Block 143; Lots 6 and 22 LESS canal right-of-way in Block 143

Lots 1 through 4 and 10 through 13 in Block 145; Lots 5 through 9 LESS canal right-of-way in Block 145

Lots 1 through 4 and 10 through 14 in Block 146; Lots 5 through 9 LESS canal right-of-way in Block 146

Lots 1, 2, 4, 5 and 8 through 15 in Block 147; Lots 6, 7, 8 and 9 LESS canal right-of-way in Block 147

Lots 2, 3, 5 and 7 through 15 in Block 148

Lots 1 through 5 and 8 through 15 in Block 149

Lots 1, 2, 4 through 6, and 8 through 15 in Block 150

Lots 1 through 6, 8 through 10, and 12 through 16 in Block 151

Lots 1 through 6, 12, 14, 15 and 17 in Block 152

Lots 1; 3 through 15 and 17 in Block 153

Lots 1 through 3, 5, 6, 8 through 11, 14 and 15, in Block 154

Lots 2 through 17 in Block 155

Lots 1 through 6, 9, 10, 12 through 14, 17 and 18 in Block 156 .

Lots 1 through 6, 10 through 16, 18 and 19 in Block 157

Lots 1, 2 and 5 through 19 in Block 158

Lots 1 through 19 in Block 159

Lots 1 and 3 through 19 in Block 160

Lots 1 through 10, 12 through 14, and 17 through 20 in Block 161

Lots 1 through 18 in Block 162

Lots 1, 3 through 6, 9 through 14 and 16 through 21 in Block 163

Lots 1 through 10, 13 through 16 and 18 through 22 in Block 164

Block 165 LESS Parcel #60, recorded in Plat Book 17, page 20C

Lots 1 through 5, 9, 10, 16 through 18, 20, 23 and 24 in Block 166

Lots 2 through 6, 8 through 10 and 18 through 25 in Block 167

Lots 1 through 7, 9, 16, 17, 18, 20 through 22, 24 and 25 in block 168

Lots 6 and 7 in Block 169

All in HOLLYWOOD CENTRAL BEACH, according to the plat thereof, recorded in Plat Book 4, page 20, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

AND

East 1/2 of the NE 1/4 of the NE 1/4 of the SW 1/4 of Section 2, Township 51 South, Range 42 East

AND

North 1/2 of NE 1/4 of SW 1/4 of SW 1/4, Less State Road, Section 36, Township 50 South, Range 42 East

AND

Lots 1 and 2, Block 21; and

Lots 1 and 2, Block 36; and

Lots 10 and 11, Block 7;

All in HOLLYWOOD CENTRAL BEACH BUSINESS SECTION, Plat Book 6, page 16, of the Public Records of Broward County, Florida,

AND

Lot 3, Block 20; Lot 25, Block 22; Lot 4, Block 23; HOLLYWOOD CENTRAL BEACH NUMBER 3, Plat Book 10, page 6, Public Records of Broward County, Florida,

AND

Lot 26, Block 22; Lots 7 and 15, Block 41; Lot 43, Block 72; Lot 7, Block 73; Lots 13, 14 and 20, Block 81; Lots 13 and 14, Block 97; Lot 14, Block 155; Lot 13, Block 164; Lot 18, Block 168; HOLLYWOOD CENTRAL BEACH, Plat Book 4, page 20, Public Records of Broward County, Florida.

PAGE 11

EXHIBIT "A"

A parcel of land being a portion of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of Section 2, Township 51 South, Range 42 East; and a portion of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 36, Township 50 South, Range 42 East; and a portion of HOLLYWOOD CENTRAL BEACH NUMBER 3, as recorded in Plat Book 10, Page 6, of the Public Records of Broward County, Florida; and all of HOLLYWOOD CENTRAL BEACH BUSINESS SECTION, as recorded in Plat Book 6, Page 16, of said Public Records of Broward County, Florida; and a portion of THE LAKE MAZEL SECTION OF HOLLYWOOD, as recorded in plat Book 9, Page 39, of said Public Records of Broward County, Florida; and a portion of HOLLYWOOD CENTRAL BEACH as recorded in plat Book 4, Page 20, of said public Records of Broward County, Florida; said plats lying in Sections 1, 2 and 11, Township 51 South, Range 42 East and Sections 25, 35 and 36, Township 50 South, Range 42 East, Broward County, Florida, more particularly described as follows:

PORTION 'A'

COMMENCING at the Northwest corner of said Section 11; thence North 87° 52' 08" East, along the North boundary of said Section 11, also being the centerline of Sheridan Street, 2003.36 feet; thence South 01° 21' 32" West, 50.09 feet to a point on the Southerly Right-of-Way line of Sheridan Street, also lying on the West boundary of Lot 12, Block 12 of said HOLLYWOOD CENTRAL BEACH; said point being the POINT OF BEGINNING; thence North 87° 52' 08" East, along said Southerly Right-of-Way line, 667.73 feet; thence North 87° 57' 27" East, continuing along said Right-of-Way line, 825.97 feet to the shoreline of WEST LAKE; thence South 02° 57' 13" East, along said shoreline, 1260.07 feet to the easterly extension of the North Right-of-Way line of Scott Street; thence South 88° 01' 51" West, along said Northerly Right-of-Way line, 925.22 feet; thence South 87° 59' 08" West, continuing along said Northerly Right-of-Way line, 330.13 feet to the platted West Right-of-Way line of Eleventh Avenue of said HOLLYWOOD CENTRAL BEACH; thence North 01° 23' 28" East, along said Right-of-Way line, 642.68 feet to the platted southerly Right-of-Way line of Thomas Street of said HOLLYWOOD CENTRAL BEACH; thence South 87° 55' 38" West, along said Right-of-Way line, 183.50 feet to a point on the Southerly extension of the West boundary of Lot 4, Block 11 of said HOLLYWOOD CENTRAL BEACH; thence North 01° 21' 32" East, along said Southerly extension and the West boundary of said Lot 4, and its northerly extension, 174.39 feet to the Southeast corner of Lot 10, Block 11 of said HOLLYWOOD CENTRAL BEACH; thence South 87° 54' 46" West, along the South boundary of Lots 10, 11, and 12, Block 11 of said HOLLYWOOD CENTRAL BEACH, 150.00 feet to the Southwest corner of said Lot 12 also lying on the West boundary of said HOLLYWOOD CENTRAL BEACH; thence North 01° 21' 32" East, along said West boundary, 442.92 feet to the POINT OF BEGINNING.

COMMENCING at the Southwest corner of said Section 2; thence North 87° 52' 08" East, along the South boundary of said Section 2, also being the centerline of Sheridan Street, 2003.36 feet; thence North 02° 09' 39" West, 50.00 feet to a point on the northerly Right-of-Way line of Sheridan Street also lying on the West boundary of said HOLLYWOOD CENTRAL BEACH, said point being the POINT OF BEGINNING; thence North 02° 09' 39" West, along said West boundary, 2688.37 feet to a point on the South Right-of-Way line of Custer Street of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 02° 12' 41" West, continuing along said West boundary extended 25.00 feet to a point on the northerly Right-of-Way of said Custer Street; thence South 87° 12' 01" West, along said northerly Right-of-Way, 665.52 feet to the westerly boundary of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 02° 12' 49" West, along said westerly boundary, 700.29 feet to the North Right-of-Way line of Meade Street of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence South 87° 15' 40" West, along said North Right-of-Way line, 665.54 feet to said westerly boundary of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 02° 12' 58" West, along said westerly boundary, 650.99 feet to the southerly Right-of-Way line of Allen Street of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 87° 19' 18" East, along said southerly Right-of-Way line, 332.78 feet to the westerly boundary of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 02° 12' 53" West, along said westerly boundary, 1401.28 feet to the southerly Right-of-Way line of Columbus Street of HOLLYWOOD CENTRAL BEACH NUMBER 3, said Right-of-Way line also lying 25.00 feet South of and parallel with the North boundary of said Section 2; thence North 87° 26' 35" East, along said Right-of-Way line, 382.81 feet to a point on the southerly extension of the East boundary of Lot 1, Block 11, of said HOLLYWOOD CENTRAL BEACH NUMBER 3; thence North 01° 17' 52" West, along said southerly extension and the East boundary and the northerly extension of said Lot 1, Block 11, a distance of 1283.49 feet to the South Right-of-Way line of Dania Beach Boulevard; thence North 87° 54' 34" East, along said South Right-of-Way line, 1280.57 feet; thence North 87° 59' 17" East, continuing along said South Right-of-Way line, 3036.64 feet; thence South 88° 41' 10" East, continuing along said South Right-of-Way line, 864.95 feet, to a point on the West Right-of-Way line of the Intra-coastal waterway; thence South 08° 18' 56" West, along said West Right-of-Way line, 313.40 feet; thence South 02° 17' 26" West, continuing along said West Right-of-Way line, 252.95 feet; thence South 02° 34' 41" West, continuing along said :

West Right-of-Way line, 394.81 feet, to a point on the arc of a nontangent curve, radial line through said point bears North 04° 38' 14" East; thence continuing along said West Right-of-Way line along the arc of a curve concave to the Northeast, having a radius of 160.00 feet, a delta of 68° 02' 43", an arc distance of 190.02 feet to a point of reverse curvature; thence along the arc of a curve concave to the South, having a radius of 160.00 feet, a delta of 162° 15' 41", an arc distance of 453.12 feet to a point of tangency; thence; South 00° 25' 37" West, along said West Right-of-Way line, 3328.54 feet; thence South 11° 55' 14" West, along said West Right-of-Way line of the Intercoastal waterway as recorded in O. R. Book 2596, Page 881 - 1004 of the Public Records of Broward County, Florida, 830.96 feet; thence South 00° 55' 16" East, continuing along said West Right-of-Way line, 1034.56 feet to a point on said North Right-of-Way line of Sheridan Street; thence South 87° 57' 53" West, along said North Right-of-Way line, 283.28 feet to a point on the East boundary of said Section 2; thence South 87° 57' 27" West, continuing along said North Right-of-Way line, 130.01 feet to a point on the East boundary of Lot 12, Block 102, of said HOLLYWOOD CENTRAL BEACH; thence South 02° 09' 57" East, along said east boundary, also being the North Right-of-Way line of Sheridan Street, 50.00 feet; thence South 87° 57' 27" West, continuing along said North Right-of-Way line, 1280.86 feet to a point on the arc of a nontangent curve, radial line through said point bears South 83° 56' 45" East; thence along the arc of said curve concave to the East, having a radius of 355.00 feet; a delta of 04° 25' 49", an arc distance of 27.45 feet to a point of nontangency; thence South 87° 57' 27" West, continuing along said North Right-of-Way line, 420.48 feet to a point on the arc of a nontangent curve, radial line through said point bears South 75° 36' 25" West, thence along said curve concave to the West, having a radius of 360.00 feet, a delta of 04° 22' 01", an arc distance of 27.44 feet to a point of nontangency; thence South 87° 57' 27" West, continuing along said North Right-of-Way line, 818.69 feet; thence South 87° 52' 08" West, continuing along said North Right-of-Way line, 667.85 feet to the POINT OF BEGINNING.

PORTION C

COMMENCING at the South quarter corner of said Section 35; thence North 01° 19' 48" West, along the North-South quarter section line of said Section 35, a distance of 1348.06 feet to a point on the North Right-of-Way line of Dania Beach Boulevard, also being the POINT OF BEGINNING; thence continue along said North-South quarter section line, North 01° 19' 48" West, 2606.22 feet to the North Right-of-Way line of Martin Drive of said THE LAKE HABEL SECTION OF HOLLYWOOD, also being the South boundary of the Dania Cut-Off Canal; thence North 67° 32' 16" East, along said North Right-of-Way line of Martin Drive, 2858.69 feet; thence North 68° 57' 56" East, continuing along said North Right-of-Way line of Martin Drive, 1610.32 feet to a point on the West Right-of-Way line of the Intracoastal Waterway; thence South 00° 54' 27" West, along said West Right-of-Way line, 349.37 feet; thence South 09° 05' 04" West, continuing along said West Right-of-Way line, 658.99 feet; thence South 02° 17' 26" West, continuing along said West Right-of-Way line, 1765.02 feet; thence South 00° 36' 28" East, continuing along said West Right-of-Way line 1324.75 feet to a point on said North Right-of-Way line of Dania Beach Boulevard; thence South 84° 09' 44" West, along said North Right-of-Way line, 746.48 feet; thence South 87° 59' 17" West, continuing along said North Right-of-Way line, 3177.80 feet to the Point of Beginning.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

WESTLAKE

Lease No. 3417

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property for use by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida may enter into leases for the use, benefit and possession of public lands for the benefit of the State;

NOW THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF FLORIDA, as LESSEE, to provide for the Division of Recreation and Parks to sublease the lands to local government for environmental protection and compatible outdoor recreation and related purposes and to represent the State in matters requiring coordination of local management of the lands.

W I T N E S S E T H

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

1. The Lessor does hereby lease to the Lessee the following described lands in the County of Broward, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described lands for a period of fifty (50) years, for the purposes of subleasing to local government and representing the State in coordination of local management for environmental protection and compatible public outdoor recreation and related purposes or until termination of the sublease agreement with local government, whichever occurs first.

EXHIBIT B

2. The Lessee shall have the right to enter upon said lands for all purposes necessary to the full enjoyment of the rights herein conveyed to it, and shall take reasonable steps to prevent the unauthorized use of said lands.

3. The Lessee shall require the Sublessee to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and any and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subject property during the effective period of the sublease, except as otherwise specified herein.

4. The Lessee hereby agrees to require the Sublessee to submit annual evidence of insurance to the following: Bureau of State Lands Management, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303.

5. This lease agreement may be terminated by mutual agreement of the parties hereto; however, the lease agreement shall be terminated at the sole option of the Lessor when and if the said premises including land and improvements shall cease to be used for environmental protection and compatible public outdoor recreation and related purposes.

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

7. Upon termination or expiration of the sublease agreement with local government as provided for herein, this Lease Agreement shall terminate and the Lessee shall surrender up the premises to the Lessor. Furthermore, the Lessee herein shall require the sublessee to leave all fixed improvements for the use of the

Lessor and to put no claim upon said improvements; or at the option of the Lessor, the Lessee shall require the Sublessee to remove any and all improvements on the property at the Sublessee's expense. The Lessee shall assure that the Sublessee meets the following conditions upon termination of the Sublease.

(a) The premises shall meet applicable county and municipal building and safety codes.

(b) The Sublessee shall properly dispose of utility fees, including having the utilities turned off.

(c) The Sublessee shall not commit waste; ordinary wear and tear is acceptable.

(d) Prior to formal release a representative of the Bureau of State Lands Management shall perform an on-site inspection and the keys to any buildings on the premises shall be turned over to the Bureau.

(e) If the premises does not meet all conditions agreed upon, the Sublessee shall reimburse the Board for any resulting expenses.

8. In the sublease of the property, the Lessee herein shall require the Sublessee to agree to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of the agreement allowing for its use of the lands, to the extent allowable by law.

9. The Lessor warrants that it has the right to lease the hereinafter described lands and property; however, this Lease Agreement does not convey fee simple title.

10. The Lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the Sublessee in any matter pertaining to this agreement, following coordination with the Lessee herein.

11. The Lessee herein and its Sublessee are hereby authorized to grant utility easements which will be necessary to

service authorized facilities located within the leased premises. Copies of any such easements granted should be filed timely with the Lessor.

12. This agreement is for the purposes specified herein and subleases of any nature excepting utility easements incident to authorized facilities (Provision 11) are prohibited, unless previously authorized by the Lessor. It is provided, however, that the Lessee is authorized to sublease the lands to an appropriate body or local government or public agency to develop and manage primarily for environmental protection and compatible public outdoor recreation and related purposes.

13. The Lessee shall require the Sublessee to prepare a management plan in accordance with Section 253.034, Florida Statutes, within twelve (12) months of the execution date of this agreement and it shall be submitted, through the Lessee, to the Lessor for approval by the Land Management Advisory Committee and the Board. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the Lessee and the Board at least every five years. The Sublessee may use the property while the management plan is being developed provided such use is consistent with the management statement at purchase and approved by the Lessee.

14. The land management plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved land management plan.

15. Execution of this agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historical sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Archives, History and Records Management (DAHRM). The land management plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the DAHRM to insure that adequate measures have been

planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the tract.

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 19 day of December, A.D., 1986, and the Department of Natural Resources, Division of Recreation and Parks, has duly executed same this 19 day of December, A.D., 1986.

(SEAL)
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

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

By: [Signature]
DIRECTOR, DIVISION OF STATE
LANDS, AGENT FOR THE BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

(SEAL)
STATE OF FLORIDA DEPARTMENT
OF NATURAL RESOURCES

FLORIDA DEPARTMENT OF NATURAL
RESOURCES

By: [Signature]
ELTON J. GISSENDANNER
EXECUTIVE DIRECTOR

Approved for compliance with
Section 253.03, Florida
Statutes

By: Catherine Daniels

Approved as to form and
legality:

By: Darryl L. Heiser