

State of Florida
Department of Natural Resources
Division of State Lands

Document Conversion

FILE HEADER SHEET

FILE #: 3051 (1)

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

LEASE AGREEMENT

(1) 3051

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No. 3051

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

WHEREAS, Board of Trustees of the Internal Improvement Trust Fund is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RESOURCE MANAGEMENT, as LESSOR, and CITY OF HALLANDALE, as LESSEE,

WITNESSETH:

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 premises 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 land for a period of Ninety-nine (99) years for public outdoor recreational purposes and related activities by the lessee.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

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

This instrument was prepared by
Daniel S. Meisen
Elliot Building
Tallahassee, Florida 32304

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public outdoor recreational purposes and related activities by the lessee.

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

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

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee 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 shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the legally 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 the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 10th day of October, A. D. 19 78.

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

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

By *Harmon W. Shultz*
Executive Director, Department of
Natural Resources,
Agent for the Board of Trustees of
the Internal Improvement Trust Fund
authorized to execute this instrument
for and on its behalf pursuant to
Section 253.431, Florida Statutes,
and resolution recorded in its min-
utes of November 4, 1975.

CITY OF HALLANDALE

By: *William Hulbert*

(SEAL)

Attest: *James B. Stutz*

Approved as to legal sufficiency
City Attorney's Office
J. Bart Budetti, City Attorney

By: *Robert Ruff*

ASST. City Attorney

EXHIBIT A

Tracts 1 and 2, INGALLS TRACT, according to the plat thereof, as recorded in Plat Book 19, Page 16, Public Records of Broward County, Florida.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

