CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: November 2, 2011 **AGENDA ITEM SUMMARY NO.** I-11-111-5

[ ] AWARDS / PRESENTATIONS / PETITIONS	[ ] REGULAR
[ ] CONSENT	[ ] RESOLUTION
[X] PUBLIC HEARING	[ ] DISCUSSION & DELIBERATION
[ ] ORDINANCE ON SECOND READING	[ ] BOARD APPOINTMENT
[X] ORDINANCE ON FIRST HEARING	[ ] WORKSHOP

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ABANDONING A PORTION OF EAST 20th STREET, A PORTION OF AVENUE B AND A PORTION OF AVENUE C EXHIBITED ON THE "REVISED PLAT OF COCOANUT LODGE" IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 7, PAGE 52 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LOCATED WITHIN THE CITY OF RIVIERA BEACH, FLORIDA, CONTAINING 25,202 SQUARE FEET, 0.6 ACRES, MORE OR LESS; PROVIDING CONDITIONS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDATION / MOTION: Staff recommends that the City Council consider the abandonment request.

•City Attorney PRN 10/25/11	Marina
•City Clerk	•Police 10/26/11
Community Development	•Public Works 10-26-11
•Finance	Purchasing
•Fire	Recreation & Parks
Human Resources	•Utilities Oct 26, 2011
Library	•CRA

APPROVED BY CITY MANAGER: Ruth C. Jones **DATE:** 10-26-11

Originating Dept. **COMMUNITY DEVELOPMENT**	**Costs: None to City** **Current FY: 2011-2012** **Funding Source:** [ ] Capital Improvement [ ] Operating [ ] Other: **Budget Account Number:**	**City Council Actions:** [ ] Approved [ ] Approved w/conditions [ ] Denied _____ [ ] Tabled to_____ [ ] Referred to Staff_____
Advertised: YES **Date: October 19, 2011** **Paper: Palm Beach Post** [ ] Not Required **Affected Parties** [X] Notified [ ] Not Required		**Attachments:** 1. Ordinance 2. FIA 3. Exhibit A & B 4. Aerial and Location Map 5. Rybovich Owned Property Map 6. CRA Res 7. City Res 8. Escrow Agreement 9. Res and Contract to Lease

SUMMARY: The City of Riviera Beach ("City"), the Riviera Beach Community Redevelopment Agency ("CRA"), and the Riviera Beach Utility Special District ("District") entered into lease as Lessors and Rybovich Riviera Beach LLC ("Rybovich") as Lessee for a certain lease entitled Submerged and Upland Lands Lease ("Lease") dated September 15,

2010 for a parcel located at the south end of the City Marina. Rybovich has agreed to terminate its interest in the Lease and move its proposed use of the property at the south end of the Marina to other property owned by Rybovich located east of US Highway 1 and on East 20th Street, but needs the abandonment of certain road rights-of-way, more particularly described in the Escrow Agreement approved by the CRA Board of Commissioners on September 14, 2011 and approved by the City Council September 21, 2011.

Rybovich currently operates a boat repair and refitting business on the north and south sides of East 20th Street and on the east side of Avenue B. As a specific condition of the Escrow Agreement to terminate the lease with the City, CRA, and District, Rybovich has formally requested and made application for the abandonment of approximately 25,202 square feet of East 20th Street, Avenue B north of 20th Street and Avenue C south of 20th Street, located adjacent to their properties for the purpose of creating a contiguous facility and an expansion to a larger facility.

Following the Abandonment of a portion of East 20th Street the traveling public will access the traffic signal at 20th Street and US Highway 1 by way of East 21st Street to Avenue C to East 20th Street.

The Planning and Zoning Board will review this Abandonment Application at an advertised public meeting October 27, 2011. The minutes of this meeting and the recommendation of the Planning and Zoning Board will be forwarded to the City Council on October 31, 2011.

RECOMMENDATION: Staff recommends that the City Council approve the ordinance on first reading.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Abandonment of a Portion of E. 20th St, Ave B, and Ave C

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (City)					
Cash Match (City)					
NET FISCAL IMPACT					
NO. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No __x___

Budget Account No.: Fund Dept/Div. Org. Object

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:
None at this time.

C. Departmental Fiscal Review:

Mary McKinney, Dir. of Community Development

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department

Purchasing and Grants

B. Other Department Review:

Department Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ABANDONING A PORTION OF EAST 20TH STREET, A PORTION OF AVENUE B AND A PORTION OF AVENUE C EXHIBITED ON THE "REVISED PLAT OF COCOANUT LODGE" IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 7, PAGE 52 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LOCATED WITHIN THE CITY OF RIVIERA BEACH, FLORIDA, CONTAINING 25,202 SQUARE FEET, 0.6 ACRES, MORE OR LESS; PROVIDING CONDITIONS; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, Rybovich Riviera Beach, LLC, a division of Rybovich, which owns certain property within the City of Riviera Beach and has requested an abandonment of 25,202 square feet of City owned right-of-way on East 20th Street, Avenue B and Avenue C; and

WHEREAS, Rybovich Riviera Beach, LLC owns all of the property on the north and south side of the rights-of-way; and

WHEREAS, the portions of rights-of-way being requested for abandonment lie within the Community Redevelopment Area of the City of Riviera Beach and the Community Redevelopment Agency Board of Commissioners voted on September 14, 201,1 to approve an Escrow Agreement in which they agree that the City should consider abandoning portions of East 20th Street, Avenue B and Avenue C; and

WHEREAS, the City of Riviera Beach City Council voted on September 21, 2011, to approve an Escrow Agreement contemplating the aforementioned abandonment and is willing to vacate said rights-of-way subject to specific concerns and conditions; and

WHEREAS, the City Council has held a public hearing and found that the above referenced rights-of-way should be abandoned as a public rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Council finds that is in the best interests of the City to abandon,

A PORTION OF EAST 20ST STREET, A PORTION OF AVENUE B AND A PORTION OF AVENUE C AS SHOWN ON THE "REVISED PLAT OF COCOANUT LODGE" IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 7, PAGE 52 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND NOW LOCATED WITHIN THE CITY OF RIVIERA BEACH

SAID LANDS LYING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 25,202 SQUARE FEET, 0.6 ACRES, MORE OR LESS.

SECTION 2. That the public rights-of-way as shown in Exhibit "A" and Exhibit "B" described below is hereby abandoned with the condition that an easement or easements be approved by the City Utility District Director for water and sewer lines located within the abandonment area and be recorded by the applicant in the public records of Palm Beach County within 30 days of final approval of the abandonment.

SECTION 3. That the public rights-of-way as shown in Exhibit "A" and Exhibit "B" described below is hereby abandoned on the condition that any building to take place over the abandonment area where water and sewer lines exist that the water and sewer lines will have to be relocated at the applicants expense and a Utility Easement(s) approved by the City's Utility District Director exhibiting the location of the relocated water and sewer lines be recorded by the applicant in the public records of Palm Beach County.

SECTION 4. That the public rights-of-way as shown in Exhibit "A" and Exhibit "B" and described below is hereby abandoned,

A PORTION OF EAST 20ST STREET, A PORTION OF AVENUE B AND A PORTION OF AVENUE C AS SHOWN ON THE "REVISED PLAT OF COCOANUT LODGE" IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 7, PAGE 52 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND NOW LOCATED WITHIN THE CITY OF RIVIERA BEACH

SAID LANDS LYING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 25,202 SQUARE FEET, 0.6 ACRES, MORE OR LESS.

SECTION 5. If any word, phrase, clause, subsection or section of this Ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

SECTION 6 All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its final passage and approval.

PASSED AND APPROVED on the first reading this _____ day of _____, _____.

PASSED AND ADOPTED on second and final reading this _____day of _____, _____.

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

BILLIE E. BROOKS
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

1ST READING		2ND & FINAL READING	
MOTIONED BY:_____		MOTIONED BY: _____	
SECONDED BY:_____		SECONDED BY:_____	
B. BROOKS	_____	B. BROOKS	_____
J. DAVIS	_____	J. DAVIS	_____
C. THOMAS	_____	C. THOMAS	_____
D. PARDO	_____	D. PARDO	_____
S. LOWE	_____	S. LOWE	_____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/11

Exhibit A

Sketch and Legal Description for: Rybovich Marine Center

Surveyor's Notes

1) This sketch and legal description is based on office information only and does not represent a boundary survey.

2) This legal description shall not be valid unless:

A) Provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.

B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.

Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

10/24/2011
Date of Signature

George C. Young, Jr.
Professional Surveyor and Mapper
Florida Certificate No. 3036

LEGAL DESCRIPTION

NO.	REVISIONS	DATE	BY
2	REVISED DESCRIPTION AND SKETCH	10/24/11	MRW
1	REVISED DESCRIPTION AND SKETCH	10/20/11	MRW

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 - 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066
TALLAHASSEE OFFICE
1990 COMMONWEALTH LANE
TALLAHASSEE, FL 32303
(850) 536-8455

LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/26/11	11-1056-01-01
Drawn By: R.L.I.	Checked: G.C.Y.	Sheet 1 OF 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: 20TH street Sk and Legal

Legal Description

Being a portion of East 20th Street and a portion of Avenue B, as shown on the "Revised Plat of Cocoanut Lodge" in Government Lot 4, Section 28, Township 42 South, Range 43 East, as recorded in Plat Book 7, Page 52, public records of Palm Beach County, Florida and now located within the City of Riviera Beach, Florida, more particularly described as follows, to wit:

Begin at the Southwest corner of Lot 10, Block 5 of said plat; Thence along the North right-of-way of East 20th Street (a 40 feet platted right-of-way) and the South line of Lots 10, 9, 8, 7, 6, 5 and 1 of said Block 5 a distance of 414.70 feet to the intersection of Avenue B (a 48 feet platted right-of-way as measured at right angles) and the Southeast corner of said Lot 1; Thence Northeasterly along the Westerly right-of-way of said Avenue B and the Easterly boundary of said Lot 1 to the Northeasterly corner of said Lot 1; Thence Southeasterly perpendicular to said right-of-way of Avenue B a distance of 24 feet; Thence Southwesterly along the center line of said Avenue B and parallel to said right-of-way a distance of 10.18 feet to the Westerly prolongation of the South line of the North 24.00 feet of Lot 4, Block 2, of said revised plat of Cocoanut Lodge; Thence Easterly along said Westerly prolongation of the South line of the North 24.00 feet of Lot 4, Block 2, a distance of 24.97 feet to the Easterly right-of-way line of said Avenue B; Thence Southwesterly along the Easterly right-of-way line of said Avenue B and the West line of said Lot 5, Block 2 to the intersection of the Easterly prolongation of the South right-of-way line of said East 20th Street; Thence Westerly along said Easterly prolongation and the Southerly right-of-way of said East 20th Street a distance of 453.07 feet to the Northwest corner of Lot 7, Block 6 of said Revised Plat of Cocoanut Lodge and the intersection of the east right-of-way of Avenue C (a 40 feet platted right-of-way); Thence North along a straight line to the Southwest corner of said Lot 10, Block 5 and the Point of Beginning.

Containing 20,682.0 square feet or 0.47 acres, more or less.

LEGAL DESCRIPTION

NO.	REVISIONS	DATE	BY
2	REVISED DESCRIPTION AND SKETCH	10/24/11	MRW
1	REVISED DESCRIPTION AND SKETCH	10/20/11	MRW

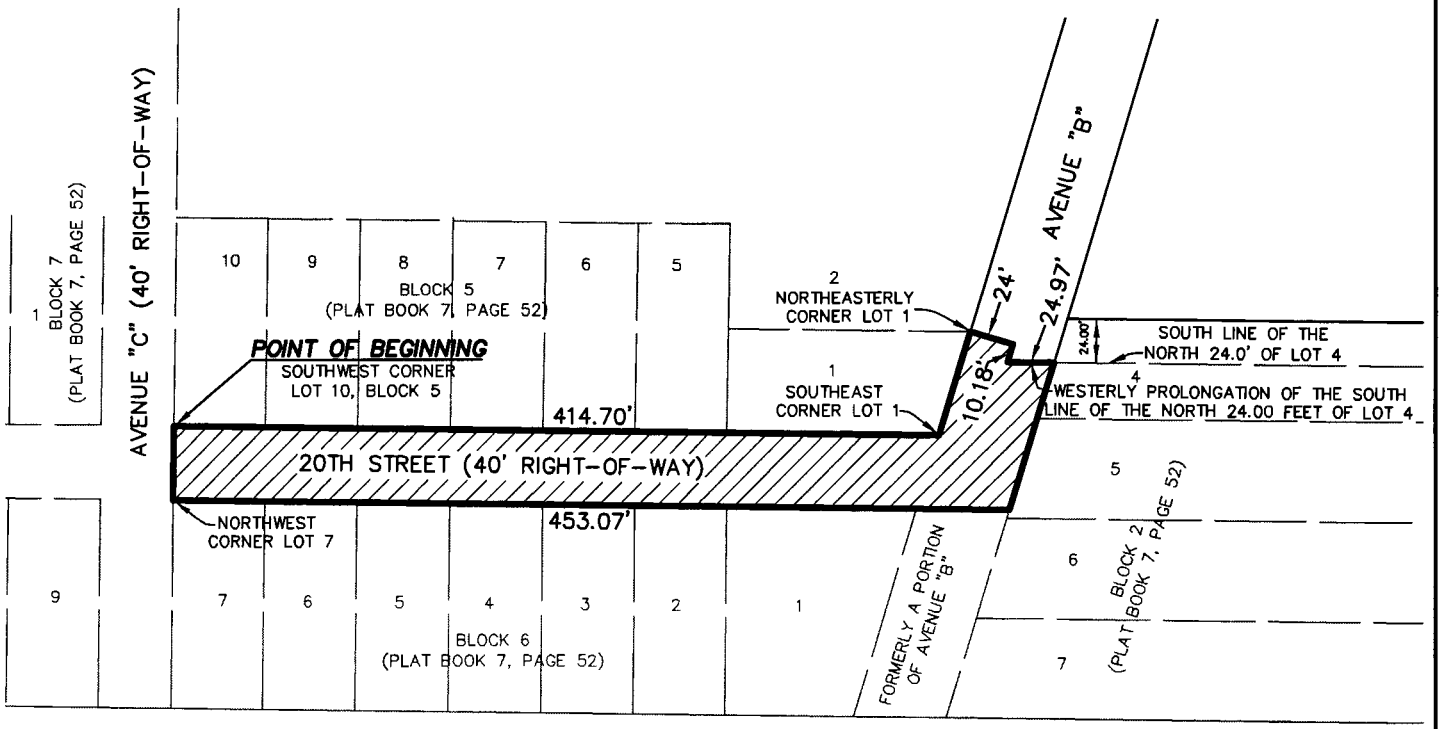
GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066
TALLAHASSEE OFFICE
1990 COMMONWEALTH LANE
TALLAHASSEE, FL 32303
(850) 536-8455

LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/26/11	11-1056-01-01
Drawn By: R.L.I.	Checked: G.C.Y.	Sheet 2 OF 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: 20TH street Sk and Legal



NOT TO SCALE

NOTE:
This drawing does not represent a boundary survey and is based on office information only.

LEGAL DESCRIPTION

NO.	REVISIONS	DATE	BY
2	REVISED DESCRIPTION AND SKETCH	10/24/11	MRW
1	REVISED DESCRIPTION AND SKETCH	10/20/11	MRW

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 388-1068
TALLAHASSEE OFFICE
1990 COMMONWEALTH LANE
TALLAHASSEE, FL 32303
(850) 536-8455

LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/26/11	11-1056-01-01
Drawn By:	Checked:	Sheet
R.L.I.	G.C.Y.	3 OF 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: 20TH street Sk and Legal

Exhibit B

Sketch and Legal Description for: Rybovich Marine Center

Surveyor's Notes

1) This sketch and legal description is based on office information only and does not represent a boundary survey.

2) This legal description shall not be valid unless:

A) Provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.

B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.

Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

9/26/2011
Date of Signature

George C. Young, Jr.
Professional Surveyor and Mapper
Florida Certificate No. 3086

LEGAL DESCRIPTION

NO.	REVISIONS	DATE	BY

GCY INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4109
CORPORATE OFFICE: PO Box 1469 • 1505 SW Martin Hwy. Palm City, FL 34991 (800) 368-1099
TALLAHASSEE OFFICE: 1900 Commonwealth Lane Tallahassee, FL 32303 (850) 536-5435

LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/26/11	11-1056-01-01
Drawn By:	Checked:	Sheet
R.L.L.	G.C.Y.	1 OF 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: Ave C street Sk and Legal

Legal Description

BEING A PORTION OF AVENUE C (A 40 FEET PLATTED RIGHT-OF-WAY), AS SHOWN ON THE 'REVISED PLAT OF COCOANUT LODGE' IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 7, PAGE 52, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND NOW LOCATED WITHIN THE CITY OF RIVIERA BEACH, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS,

TO WIT:

ALL THAT RIGHT-OF-WAY OF SAID AVENUE C LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF EAST 20TH STREET.

CONTAINING 4,520 SQUARE FEET OR 0.10 ACRE, MORE OR LESS.

LEGAL DESCRIPTION

NO.	REVISIONS	DATE	BY

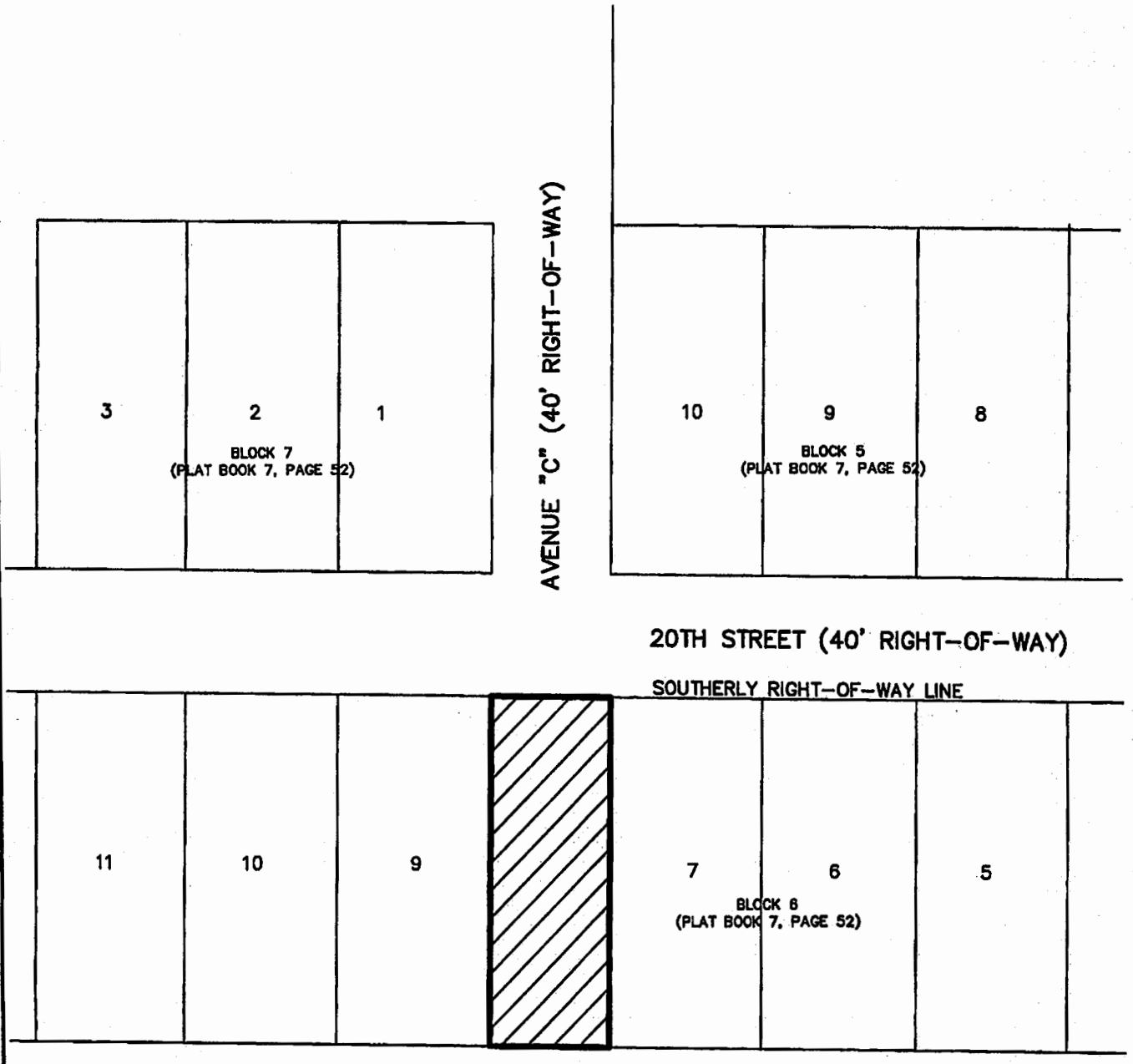
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4106
CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL. 34991 •
(800) 388-1068
TALLAHASSEE OFFICE
1990 COMMONWEALTH LANE
TALLAHASSEE, FL. 32303
(850) 539-5438

LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/28/11	11-1056-01-01
Drawn By:	Checked:	Sheet
R.L.L.	G.C.Y.	2 or 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

Drawing Name: Ave C street Sk and Legal



NOT TO SCALE

LEGAL DESCRIPTION

NOTE:
This drawing does not represent a boundary survey and is based on office information only.

NO.	REVISIONS	DATE	BY

GCY
INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
CORPORATE OFFICE
PO BOX 1468 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 388-1068
TALLAHASSEE OFFICE
1990 COMMONWEALTH LANE
TALLAHASSEE, FL 32303
(850) 536-8465

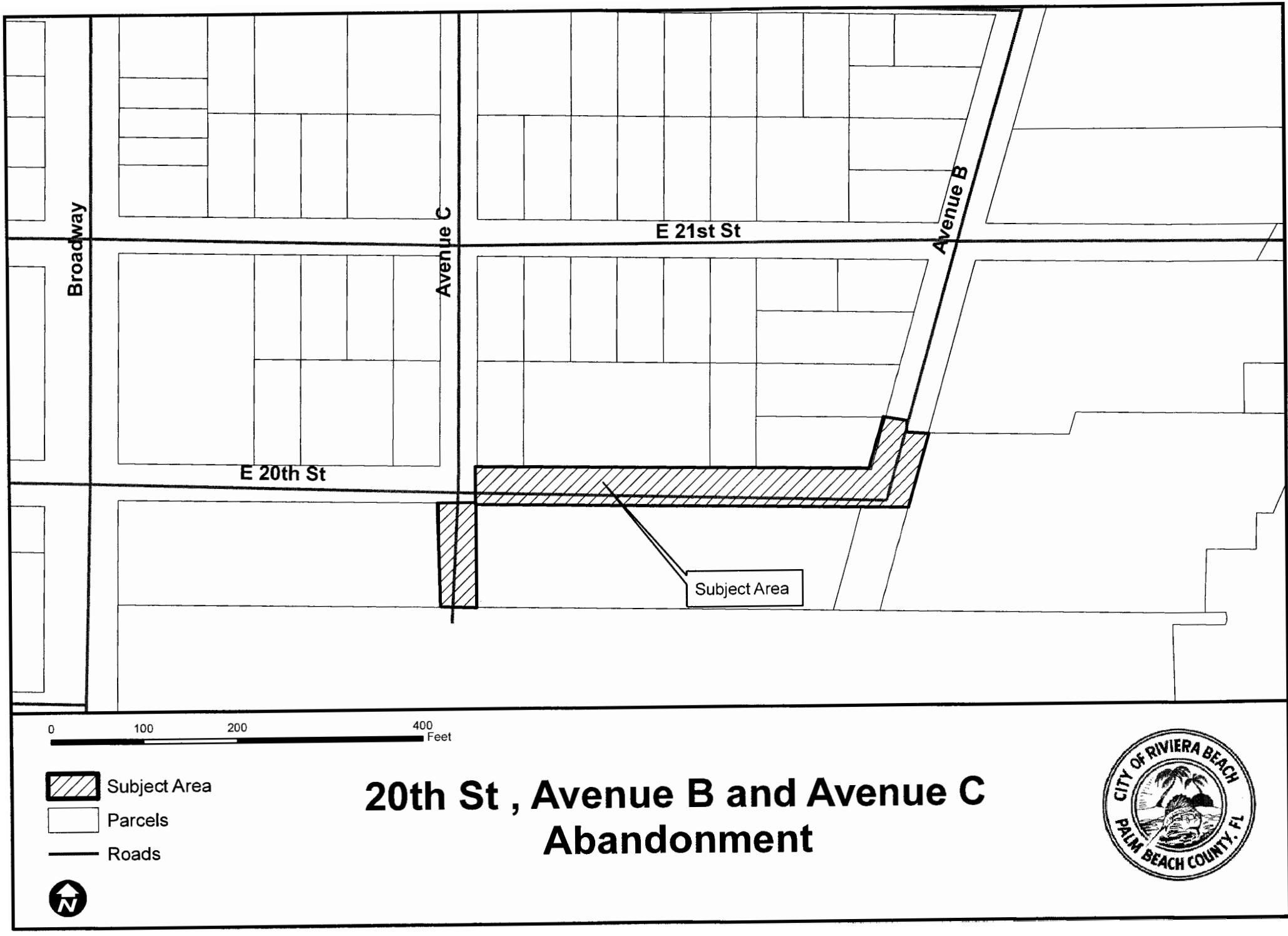
LEGAL DESCRIPTION FOR:
Rybovich Marine Center
PALM BEACH COUNTY, FLORIDA

Scale:	Date:	File & Drawing No.:
N/A	9/28/11	11-1056-01-01
Drawn By:	Checked:	Sheet
R.L.I.	G.C.Y.	3 OF 3

COPYRIGHT © 2010 BY GCY, INC., PROFESSIONAL SURVEYORS AND MAPPERS

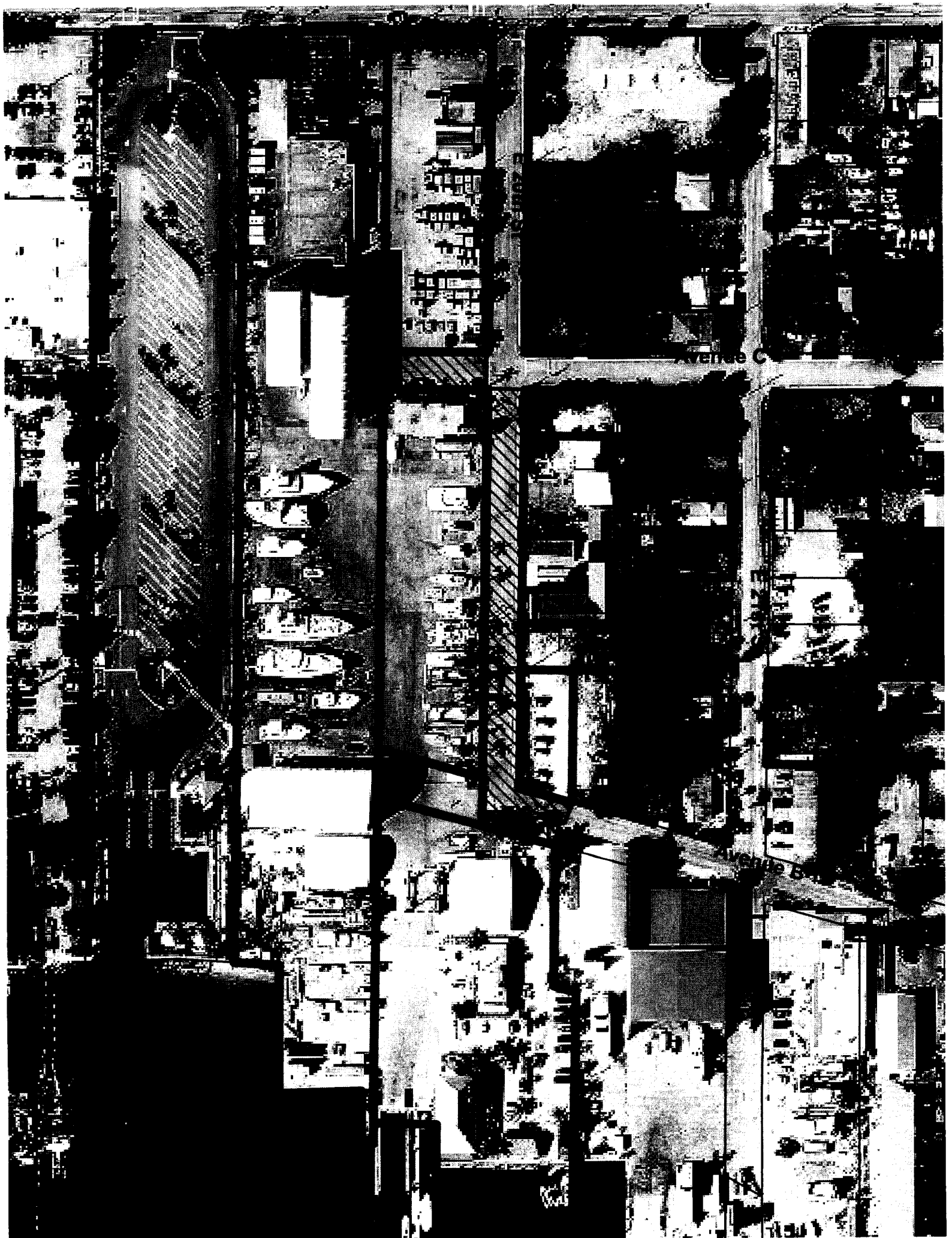
Drawing Name: Ave C street Sk and Legal

22nd
E 21st St
E 20th St



20th St , Avenue B and Avenue C Abandonment

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FL


Avenue C
Avenue B

RESOLUTION NO. 2011- 34

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOMENT AGENCY ("AGENCY") AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN THE AGENCY, THE CITY OF RIVIERA BEACH ("CITY"), CITY OF RIVIERA BEACH UTILITY DISTRICT ("UTILITY DISTRICT"), RYBOVICH RIVIERA BEACH LLC ("RYBOVICH") AND HAYGOOD & HARRIS, LLC ("ESCROW AGENT") REGARDING DISPOSITION OF THAT CERTAIN SUBMERGED AND UPLAND LANDS LEASE; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * *

WHEREAS, the Agency, City, and Utility District own certain property located in the City of Riviera Beach; and

WHEREAS, the Agency, City, and Utility District, as Lessors and the Rybovich as the Lessee entered into that certain lease entitled Submerged and Upland Lands Lease dated September 15, 2010 (hereinafter the "Lease"); and

WHEREAS, the Lease provides the terms and conditions for the lease of the certain uplands and submerged lands owned by the City and the Utility District and an option to lease certain property owned by the Agency; and

WHEREAS, Rybovich has agreed to terminate its interest in the Lease and move its proposed use of the property in the lease to other property, but needs the abandonment of certain road rights of way more particularly described herein ("Abandonment Application"); and

WHEREAS, Rybovich has agreed to tender a termination agreement ("Termination Agreement") to be kept in escrow and not delivered to the Lessors until the approval of Rybovich's Abandonment Application; and

WHERAS, staff recommends approval of the Escrow Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1 The Community Redevelopment Agency authorizes the execution of the Escrow Agreement attached hereto as Exhibit "A".

SECTION 2. Should any one or more of the provisions of this Resolution or Exhibit be held invalid, such provision shall be null and void, and shall be deemed separate from the remaining

provisions and shall in no way affect the validity of any of the remaining provisions of the Resolution.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of September, 2011

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: Judy L. Davis
Title: Chairperson

ATTEST:

_____
Executive Director

Approved as to form and legal sufficiency

_____ Date 9/9/2011
J. Michael Haygood
Haygood & Harris LLC
General Counsel to CRA

MOTION BY:	Dawn Pardo
SECONDED BY:	Billie Brooks
D. PARDO	AYE
J. DAVIS	AYE
B. BROOKS	AYE
C. THOMAS	AYE
S. LOWE	NAY

RESOLUTION NO. 134-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BY AND AMONG THE CITY OF RIVIERA BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, THE RIVIERA BEACH UTILITY SPECIAL DISTRICT, RYBOVICH RIVIERA BEACH LLC, AND HAYGOOD & HARRIS, LLC, AS ESCROW AGENT, REGARDING DISPOSITION OF THAT CERTAIN SUBMERGED AND UPLAND LANDS LEASE ENTERED INTO BY THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City"), the Riviera Beach Community Redevelopment Agency ("Agency"), and the Riviera Beach Utility Special District ("District") own certain properties located within the City of Riviera Beach; and

WHEREAS, the City, Agency, and District, as Lessors and Rybovich Riviera Beach LLC ("Rybovich") as Lessee, entered into that certain lease entitled Submerged and Upland Lands Lease dated September 15, 2010 (hereinafter the "Lease"); and

WHEREAS, the Lease provides the terms and conditions for the lease of the certain uplands and submerged lands owned by the City and the District and an option to lease certain property owned by the Agency; and

WHEREAS, Rybovich has agreed to terminate its interest in the Lease and move its proposed use of the property in the lease to other property owned by Rybovich, but needs the abandonment of certain road rights-of-way more particularly described in the Escrow Agreement; and

WHEREAS, Rybovich has agreed to tender a termination agreement to be kept in escrow and not delivered to Lessors unless and until the City approves an abandonment application for certain rights-of-way; and

WHEREAS, staff recommends approval of the Escrow Agreement to be held by Haygood & Harris, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That City Council authorizes the Mayor and City Clerk to execute the Escrow Agreement attached hereto as Attachment 1.

PASSED AND APPROVED this 21ST day of SEPTEMBER, 2011.

APPROVED:

THOMAS A. MASTERS
MAYOR

JUDY L. DAVIS
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

BILLIE E. BROOKS
CHAIR PRO TEM

CEDRICK A. THOMAS
COUNCILPERSON

DAWN S. PARDO
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. BROOKS

J. DAVIS	AYE
B. BROOKS	AYE
C. THOMAS	AYE
D. PARDO	AYE
S. LOWE	NAY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into this 21st day of September, 2011, by and between CITY OF RIVIERA BEACH, a Florida municipal corporation (hereinafter referred to as "City"), CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (hereinafter referred to as "Utility District"), RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as "Agency"), (the City, Utility District and Agency maybe collectively be referred to as "Lessors"), and RYBOVICH RIVIERA BEACH, LLC, a Florida limited liability company (hereinafter referred to as "Rybovich" or "Lessee") and J. MICHAEL HAYGOOD, P.A. (hereinafter referred to as "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Lessors own certain property located in the City of Riviera Beach; and

WHEREAS, the Lessors and the Lessee have entered into that certain lease entitled Submerged and Upland Lands Lease dated September 15, 2010 (hereinafter the "Lease"); and

WHEREAS, the Lease provides the terms and conditions for the lease of the certain uplands and submerged lands owned by the City and the Utility District and an option to lease certain property owned by the Agency; and

WHEREAS, Rybovich has agreed to terminate its interest in the Lease and move its proposed use of the property in the lease to other property, but needs the abandonment of certain road rights of way more particularly described herein ("Abandonment Application"); and

WHEREAS, Rybovich has agreed to tender the termination agreement ("Termination Agreement") attached as Exhibit "A" to be kept in escrow and not delivered to the Lessors until the approval of Rybovich's Abandonment Application; and

WHERAS, the City, Utility District, Agency, Rybovich and Escrow Agent desire to set forth the terms pursuant to which the Termination Agreement is to be held and disbursed.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties acknowledge and agree that the recitals set forth above are true and correct and are hereby made a part of this Agreement as if fully set forth herein.

2. Defined Terms. Any capitalized terms which are not separately defined in this Agreement shall have the meaning ascribed thereto in the Lease or Termination Agreement.

3. Delivery of Termination Agreement in Escrow. Upon execution of this Agreement, Rybovich shall deliver the fully executed Termination Agreement to the Escrow Agent which shall be held in trust by the Escrow Agent pursuant to the terms set forth herein.

4. Delivery of Termination Agreement. The Escrow Agent shall hold said Termination Agreement in escrow, and shall release and deliver the Termination Agreement only under the following conditions:

(a) The Termination Agreement shall be held in escrow by Escrow Agent until the City of Riviera Beach approves the Abandonment Application, which proposes the City's abandonment of approximately 450 lineal feet of East 20th Street between Avenue C and Avenue B, and approximately 60 feet of Avenue B starting at E 20th St and proceeding north. Rybovich shall submit a complete Abandonment Application with all required fees to the City of Riviera Beach within 30 days of the execution of this agreement. City staff shall process and review the abandonment request and the City Council shall render a decision within 120 days of the submission of the Abandonment Application. Upon the approval of the Abandonment Application and delivery of an executed ordinance approving the same to Rybovich and the Escrow Agent, the Escrow Agent shall deliver the Termination Agreement to the City, Utility District and the Agency.

(b) In the event that Rybovich has not submitted the Abandonment Application and all fees to the City within 30 days of the execution of this agreement, the Escrow Agent shall deliver the Termination Agreement to the City, Utility District and the Agency. The delivery of the Termination Agreement pursuant to this provision shall not prejudice Rybovich from applying for an abandonment of the specified streets.

(c) This Agreement shall not affect the City's right, duty, obligation, authority and power to act in its governmental police power or regulatory capacity in accordance with applicable laws, ordinances, codes or other building regulations. Notwithstanding any other provision of this Agreement, the consideration of the application for abandonment shall be subject to the established procedures and requirements of the City with respect to review and approval of similar applications. In no event shall the City, due to any provision of this Agreement, be obligated to take any action concerning regulatory approvals except through its established processed and in accordance with applicable provisions of law. In the event, the City does not approve the Abandonment Application, the Termination Agreement shall be returned to Rybovich.

(d) In the event that a party makes a demand or request for delivery of the Termination Agreement, the Escrow Agent shall send a copy of such request or demand to the other parties. In the event that Escrow Agent does not receive a written objection to the disbursement requested or demanded within five (5) business days of the receipt of the demand request by a party, the Escrow Agent shall disburse the Termination Agreement. In the event that Escrow Agent receives a timely objection to any disbursement, the Escrow Agent shall continue to hold the Termination Agreement until either (i) the parties deliver the Escrow Agent joint or mutual written instructions as to the disbursement of the Termination Agreement (ii) until directed to disburse the Termination Agreement by a court of competent jurisdiction.

4. General Conditions of Escrow. Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, the following conditions shall apply to this escrow, and the documents received hereunder.

(a) Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:

The financial status or insolvency of any other party, or any misrepresentation made by any other party.

Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agent prepared such instrument.

The default, error, action or omission of any other party to the escrow.

The expiration of any time limit or other consequence of delay, unless a properly executed Closing Instructions, accepted by Escrow Agent has instructed the Escrow Agent to comply with said time limit.

Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

(b) Completion of Duties: Upon completion of the disbursement of the Funds, in accordance with terms and conditions of this Agreement and the Closing Instructions of the Parties, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

(c) Agents: These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.

(d) Attorney's Fees: In the event that litigation is initiated relating to this escrow, the Parties hereto agree that Escrow Agent shall be held harmless from any reasonable attorney's fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault hereunder or under the Closing Instructions of the Parties. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the Funds are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of Escrow Agent. To that end, the Parties hereto, other than Escrow Agent, agree to indemnify Escrow Agent from all reasonable attorney's fees, court costs and expenses in connection with same, through final appellate review.

(e) Duties of Escrow Agent: Escrow Agent is authorized and agrees by acceptance of this Agreement to hold and deliver the same or the proceeds thereof in accordance with the terms hereof. In the event of doubt as to its liabilities or duties, Escrow Agent may, in his sole discretion (i) continue to hold the Termination Agreement until the Parties mutually agree in writing to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the Parties thereof. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as agent, or in the event of any suit initiated by

or against Escrow Agent, Escrow Agent may interplead any money held by Escrow Agent. Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred in negotiation, at trial and upon appeal, said fees and costs to be charged and assessed as court costs in favor of Escrow Agent and immediately paid by the non-prevailing party. The Parties agree that Escrow Agent shall not be liable to anyone for misdelivery or monies unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Escrow Agent is held harmless from any and all compliance with its obligations hereunder. Escrow Agent shall not be liable for any loss resulting from any default, error, action or omission, loss or impairment of funds in the course of collection or while on deposit result from failure or suspension of the depository institution or Escrow Agent's compliance with any legal process, order or judgment of any court, whether or not subsequently vacated or modified.

5. Notice. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of the date and time the same are personally delivered, when actually received pursuant to transmission by facsimile or telecopier, or when delivered by overnight courier, or three (3) business days after deposited with the United States Postal Service, postage prepaid by registered or certified mail and addressed as follows:

If to City:	The City of Riviera Beach 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Attention: City Manager and City Attorney
If to Utility District:	City of Riviera Beach Utility District 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404
If to Agency:	Riviera Beach Community Redevelopment Agency 2001 Broadway, Suite 300 Riviera Beach, Florida 33404 Attention: Executive Director
With a copy to:	J. Michael Haygood, P.A. 1551 Forum Place Suite 400-B West Palm Beach, Florida 33401
It to Rybovich:	Rybovich Riviera Beach, LLC 450 East Las Olas Boulevard, Suite 1500 Fort Lauderdale, Florida 33301 Attention: Carlos Viduera, Senior VP
With a copy to:	Bruce Loren & Associates 2000 Palm Beach Lakes Blvd, Suite 501 West Palm Beach, Florida 33409

If to Escrow Agent: J. Michael Haygood, P.A.
1551 Forum Place, Suite 400-B
West Palm Beach, Florida 33401

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and assigns.

7. Waiver; Modification. The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

9. Capitalized terms. Capitalized terms in this Agreement have the same meanings as defined in the Purchase Agreement.

10. Headings. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

11. Attorneys' Fees. In the event that it becomes necessary for any party to bring suit to enforce the terms of this Agreement, then the prevailing party(ies) shall be entitled to recover all costs, including reasonable attorneys' fees incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party.

12. Time. Time is of the essence of this Agreement and of the covenants and provisions hereof.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall be affected thereby and shall be enforced to the greatest extent permitted by law.

14. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Attest:

By: _____ 10/24/11
Carrie E. Ward, MMC, City Clerk

"CITY"

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

As to Form and Legal Sufficiency

By: _____
Pamala H. Ryan, Attorney for City & Utility District

"UTILITY DISTRICT"

CITY OF RIVIERA BEACH UTILITY DISTRICT

By: _____
Judy L. Davis, Chairperson

"AGENCY"

CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Judy L. Davis, Chairperson

"RYBOVICH"

RYBOVICH RIVIERA BEACH, LLC

By: _____
Carlos E. Vidueria, Vice President

"ESCROW AGENT"

Haygood & Harris, LLC

By: _____
J. Michael Haygood, Manager

RESOLUTION NO. 113-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A 25 YEAR SUBMERGED AND UPLAND LANDS LEASE WITH RYBOVICH RIVIERA BEACH LLC, THE RIVIERA BEACH COMMUNITY REDVELOPMENT AGENCY, AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO FACILITATE THE TERMS OF THE LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Community Redevelopment Agency (CRA) and the City of Riviera Beach (City) seek to redevelop certain property located within the Marina District pursuant to the City's Redevelopment Plan; and

WHEREAS, the property is located in the Marina District bordered to the east by the Intracoastal waterway, bordered to the west by Broadway/U.S. Highway 1, bordered to the south by East 11th Street and bordered to the north by East 15th Street and the northern boundary of Bicentennial Park; and includes the City marina docks and uplands, and additional property that includes streets, sidewalks, parking areas, improved and unimproved land, and recreation areas; and

WHEREAS, the CRA and City accepted and approved an amended Conceptual Master Development Plan, which is currently comprised of eighteen (18) separate project elements, at duly called public meetings held on February 10, 2010, and February 17, 2010 respectively; and

WHEREAS, the CRA, the City, and Viking Developers, LLC (Viking), are parties to a Master Development Agreement relating to the redevelopment of property located within the Marina District as set out in the Conceptual Master Development Plan; and

WHEREAS, pursuant to the Master Development Agreement, Viking retained the right to transfer and assign development rights to another bona fide developer for some or all of the project elements, subject to acceptance and approval by the City and the CRA; and

WHEREAS, Viking exercised its right and assigned the development of portions of the Conceptual Master Development Plan, specifically portions of what is referred to as Elements 13, 14, and 15 to Rybovich Riviera Beach LLC (Rybovich), with the City's and CRA's approval; and

WHEREAS, the City and CRA authorized staff to negotiate an agreement with Rybovich to facilitate the development of portions of Elements 13, 14, and 15; and

WHEREAS, the City and CRA have negotiated a 25 year Lease with Rybovich to lease approximately 121,050 square feet of upland land and approximately 164,389 square fee of submerged land, subject to certain conditions; and

WHEREAS, the City has determined that by entering into the Lease, it will facilitate increased revenue to the city and it will be beneficial to tourism and recreation by providing additional services, jobs, retail opportunities and economic development in the waterfront area of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. The Mayor and City Clerk are authorized to execute, on behalf of the City, a 25 year Submerged and Upland Lands Lease with Rybovich Riviera Beach LLC, the CRA, and the City of Riviera Beach Utility Special District. Said Lease is attached hereto.

SECTION 2. The City Manager is authorized to take all actions necessary to facilitate the terms of the Lease, including applying for grants and making payments as contemplated by the Lease.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval by City Council.

PASSED and APPROVED this 15TH day of SEPTEMBER, 2010.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/8/10

PHR:syj:09.02.10

SUBMERGED AND UPLAND LANDS LEASE

THIS LEASE AGREEMENT made this 15 day of September, 2010, is entered into by and among the City of Riviera Beach, Florida, a municipal corporation existing under the laws of the State of Florida (the "City"), the Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency") and the City of Riviera Beach Utility Special District ("the Utility District") (the City, the Agency, and the Utility District are collectively referred to as the "Lessor"), and Rybovich Riviera Beach LLC, a Florida limited liability company ("RRB" or the "Lessee") (collectively, the "Parties").

WITNESSETH:

The Parties to this lease make the following recitals, and agree that each are true and correct and incorporated into this lease.

WHEREAS, the Agency and City seek the redevelopment of certain property located at the City of Riviera Beach's Municipal Marina as a community redevelopment project ("Project") pursuant to the City's Community Redevelopment Plan ("CRA Plan"); and

WHEREAS, the Project is located in the Marina District approximately bordered by the East by the Intracoastal Waterway, bordered to the West by Broadway/U.S. Highway 1, bordered to the South by East 11th Street, and bordered to the North by East 15th Street and the Northern boundary by Bicentennial Park; and includes the City's Marina (docks and upland) and additional property that includes streets, sidewalks, parking areas, improved and unimproved premises, and recreation areas (the additional property includes properties owned by City, collectively, "City Property," properties owned by CRA, collectively, "CRA Property," as well as properties owned by Viking Developers, LLC, together are collectively called the "Project Site"); and

WHEREAS, the Project is located on Premises owned or controlled by the City, the Agency and Viking; and

WHEREAS, the submerged land portion of the Project was dedicated to the City by the State of Florida on May 24, 1977 (the "Dedication"); and

WHEREAS, on or about June 11, 2010, the State of Florida, Department of Environmental Protection staff, indicated, for purposes of a Sovereignty Submerged Land Lease, its willingness to reclaim a portion of the Dedication and lease said portion to the City and subsequently to reinstate such Dedication to the City upon the expiration of this lease; and

WHEREAS, on June 30, 2008, the Agency and the City issued Request for Proposals No. CRA 2008-001 ("RFP") soliciting a developer or developers to develop, lease, construct, operate, and manage the Project; and

WHEREAS, only one (1) developer (Viking) responded to the RFP; and

WHEREAS, on September 10, 2008, the Agency and the City, after a public review process, approved Viking as the developer for the Marina District, accepted Viking's Conceptual Master Development Plan, and directed Agency and City staff to negotiate the terms under which Viking would lease and/or acquire certain premises from the Agency and the City to develop the Project in accordance with the general requirements of the RFP; and

WHEREAS, the Agency and City accepted and approved an amended Conceptual Master Development Plan ("Master Concept Plan") at duly called public meetings held on February 10, 2010, and February 17, 2010, and authorized staff to negotiate and finalize the necessary and appropriate definitive agreements; and

WHEREAS, the Master Concept Plan is comprised of nineteen (19) separate project elements as shown on the attached Exhibit "A", which may be amended from time to time, which includes Element 13: "Working Waterfront Phase I", Element 14: "Marine Industry Workshops"; and Element 15: "Working Waterfront Phase II"; and

WHEREAS, the City approved a Master Agreement designating Viking as the Master Developer for the Marina District at a duly called meeting held on June 2, 2010, and further, the CRA approved the Master Agreement designating Viking as the Master Developer for the Marina District at a duly called meeting held on July 28, 2010; and

WHEREAS, in contemplation of the multi-phased, mixed-use development of elements of the Marina District, Viking, through its Master Agreement with the City and the Agency, has the right to transfer and assign its development rights to another bona fide developer for any and all development elements of the Project, subject to acceptance and approval by the City and the Agency; and

WHEREAS, Viking exercised its right to transfer, under the Master Agreement and assign the right to develop Elements 13, 14 and 15 of the Master Concept Plan to RRB; and

WHEREAS, the City, CRA and RRB hereby agree to enter into this lease; and

WHEREAS, the City finds that the additional revenue to be directly received by the City from the Annual Rent, property taxes and the "6% Grant Fee" (all identified in this lease), shall benefit the City and its residents by generating more revenue (decreasing the tax burden to the entire City of Riviera Beach) and increasing the City's ability to spend on the City's obligations and public services.

NOW, THEREFORE, in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Lessee, the property specifically depicted and described in Exhibit "B" of this lease (defined as the "Premises" below).

0. RECITALS. The foregoing recitals are true and correct and incorporated herein as part of this lease.

1. USE OF PREMISES; EFFECTIVE DATE; TERM:

(A) Use of Premises. The Lessee is hereby authorized to operate a mega-yacht (yachts at least 120 feet in length) marine vessel docking, fueling, haul out and repair facility, as well as ancillary parking for the operation's use. The facility will provide dockage and fuel as well as perform metal, carpentry, electrical, mechanical, plumbing, air conditioning, paint, fiberglass, and other associated marine work on commercial and noncommercial recreational vessels as well as government and/or research vessels (the "Use of Premises"). Lessee shall not use or permit or suffer the use of the Premises, as defined below, for any other purpose. The "Premises" consists of approximately 121,050 square feet of upland ("Upland Premises") and all rights and interests that the Lessor has to the approximately 164,389 square feet of submerged land ("Submerged Premises"), as described in Exhibits "B-1 (Upland)" and "B-2 (Submerged Land)" attached hereto. As to the dry stack storage facility on the Upland Premises, Lessee shall either ensure that the facility complies with the applicable building code and the City's ordinances or demolish that facility. Compliance or demolition must occur within one hundred twenty (120) days of the Effective Date of this lease. Further, RRB shall construct a new seawall (consisting of 513 lineal feet) of a depth of at least eight (8) feet included in the Premises. Lessee shall be responsible for all costs related to that construction of the seawall, and to the extent necessary, Lessee shall coordinate the construction of the seawall with the City.

(B) Easement to Lessor. Lessor is granted an easement for ingress and egress to the fuel tank for the purpose of operating its fueling facility, said easement to be presented to the City in a separate document prior to the Effective Date, subject to the City's approval (in its reasonable discretion), and recorded in the Public Records (the "Fuel Tank Easement").

(C) Effective Date. The effective date of this lease shall be thirty (30) days following satisfaction or waiver of all conditions precedent identified in paragraph 34 below or the date that the City enters into a Submerged Lands Lease with the State of Florida for the Submerged Premises, whichever is later (the "Effective Date").

(D) Initial Term of this Lease. The initial term of this lease shall be twenty-five (25) years from the Effective Date (the "Initial Term"), unless renewed as provided in paragraph 21 (the Initial Term and any renewal term is collectively defined as "the Term)".

2. ANNUAL RENT, PRE-PAID RENT; RENT CALCULATION:

(A) Annual Rent: The annual rent shall be $581,040.00 ("Annual Rent"), which is calculated according to the following formula, and subsequently adjusted as provided for herein:

Area Leased x Appraised Value x Capitalization Rate (the "Rent Formula").

1. "Area Leased" is defined as the square foot area of the upland property to be leased (which, prior to the exercise of the Option, is approximately 121,050 square feet);

2. "Appraised Value" is defined as the value per square foot of the Area Leased based upon comparable properties and methodologies used in the Appraisal performed by Anderson & Carr, Inc. dated March 22, 2010 and reviewed by the Appraisal performed by Callaway & Price, dated May 24, 2010 (collectively, the "Initial Appraisal") (which, prior to any re-appraisal, is $60.00 per square foot);

3. "Capitalization Rate" is defined as the fixed rate of eight percent (8%) for all purposes for the Term of this Lease.

(B) The Annual Rent shall be adjusted beginning on the second anniversary of the Effective Date, and each annual anniversary of the Effective Date thereafter to reflect changes in the cost of living. The cost of living adjustment shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of All Urban Consumers (CPIU), "All Items" U.S. Cities Average, unadjusted data (1982-1984=100) (the "Index"), but in no event shall any one adjustment exceed five percent (5%) (the "Adjustment Limit"). The Index published for the month prior to the second anniversary of the Effective Date shall be considered the initial "base" and each comparison Index used pursuant to the next sentence shall thereafter be the new "base" for the next succeeding adjustment, all subject to the Adjustment Limit and the 5-Year Appraisals provided for below. The then current Annual Rent for each lease year or partial lease year shall be adjusted by the percentage increase, if any, in the Index published for the last calendar month of the preceding lease year over the base, subject to the Adjustment Limit. The Annual Rent shall be paid in equal monthly installments, beginning on the Effective Date and continuing each year thereafter until this lease terminates or expires. As set forth herein and in section 15, Lessee shall pay monthly to Lessor any sales, use, or other tax (excluding state and federal income tax and property taxes) now or hereafter imposed by the United States of America, the State of Florida, or any political subdivision of them, including the city or municipality in which the Premises is located; provided that, such tax is imposed by Lessor on a non-discriminatory and good faith basis (by way of example, a tax applicable only to mega yacht facilities would be prohibited), on any form of rent due under this lease, or in substitution for any rent, notwithstanding the fact that the law imposing the tax may endeavor to impose it on Lessor.

(C) Re-Appraisal of Fair Market Value of Upland Premises. The Appraised Value of the Upland Premises shall be re-appraised every five (5) years during the Initial Term of this lease, and such re-appraisal shall be the basis to re-set the Annual Rent (the "5-Year Appraisal") to reflect the then-current Appraised Value, all in accordance with this subparagraph. No later than ninety (90) days prior to the expiration of the fifth year of this lease, and every five (5) years thereafter, the City shall cause the Appraised Value to be re-appraised by a qualified

MAI certified appraiser to determine the fair market value of the underlying unimproved Area Leased, based upon other properties with comparable water access of eight feet (8') depth or less, and based upon comparable properties and methodologies that were used in the Initial Appraisal to determine whether the Annual Rent should be re-set; however the 5-Year Appraisal shall not consider the value of any improvements to the Premises or personal property. The Lessee shall have ten (10) days from receipt of the City's appraisal to object in writing and shall have another thirty (30) days to submit its own counter-appraisal to the City prepared by a qualified MAI certified appraiser. If, after the exchange of the appraisal and the counter-appraisal, the Parties cannot agree to an adjusted Annual Rent, then the City's appraiser and the Lessee's appraiser shall, within ten (10) days, choose a third unbiased qualified MAI certified appraiser appraiser to perform a third appraisal (in accordance with this section), whose appraisal shall be binding upon the Parties and shall be used to re-set the Annual Rent until the next 5-Year Appraisal; however, in no event, shall the adjusted Annual Rent be less than the initial Annual Rent of $581,040.00.

(D) In addition to, but separate from Annual Rent, but subject to the condition precedent contained in paragraph 34(B) below, Lessee agrees to pay any fee charged by the State of Florida, Department of Environmental Protection, for the lease of the Submerged Premises or any easement fee or any other fee charged by the State of Florida directly arising from the sub-lease. In no event shall the Annual Rent be (as described in this paragraph 2) reduced because of payments to the State of Florida.

(E) The City may apply for grant monies to be used to improve the Premises. Provided that the Lessee has consented in writing (in its sole and absolute discretion) to such grant applications, Lessee agrees to pay to the City (in addition to and separate from Annual Rent) an annual rate of six percent (6%) of any monies received through these grants obtained by the City and used to improve the Premises (the "6% Grant Fee"). This 6% Grant Fee shall be paid by the Lessee to the City as follows: from the date that the monies are first disbursed to the Lessee to perform the improvements to the Premises, the grant amount shall be multiplied by six percent (6%) and divided by twelve to determine the monthly fee. This monthly fee shall be paid each month until the conclusion of the Initial Term. If any grant requires the posting or use of "matching" funds, then the City has no obligation to provide the source of those matching funds. RRB will be responsible for the payment of any matching fund requirement. Additionally, the 6% Grant Fee does include and shall not be based upon the amount of any matching fund monies paid by RRB.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within ten (10) days of their due dates.

5. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the Premises only for those activities specified herein and as conditioned by any applicable permits.

6. PROPERTY RIGHTS; LEASEHOLD FINANCING:

(A) Except as provided for in paragraphs 6(B) and 21(A) and (B) below, the Lessee shall make no claim of title or interest to the Premises by reason of the occupancy or use thereof, and all title and interest to the Premises is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, the Premises or the Lessee's leasehold interest in the Premises into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that the Premises, or the use thereof, may be purchased, sold, or re-sold.

(B) Leasehold Financing.

1. Notwithstanding anything to the contrary in this lease, Lessee shall have the right at any time and from time to time to encumber its interest in the Premises with one or more leasehold mortgages (the "Leasehold Financing"). Upon receipt of written notice from Lessee to Lessor of the Leasehold Financing or the application for Leasehold Financing ("Leasehold Mortgage"), the Lessor shall cooperate in good faith with the Lessee and/or the lender ("Leasehold Mortgagee") to provide all reasonable documentation and information for Lessee to obtain the Leasehold Financing. City agrees to provide Leasehold Mortgagee with copies of any notices of default delivered to Lessee under this lease and notice of any dispute proceedings between City and Lessee.

2. Cure Rights. In the event of a Monetary Default by Lessee under this lease (as defined below), Lessor shall accept payment by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this lease as if the same had been undertaken by Lessee. In the event of a Nonmonetary default by Lessee under this lease (as defined below), Lessor shall accept any curative acts undertaken by or at the instigation of any Leasehold Mortgagee in accordance with the terms of this lease as if the same had been undertaken by Lessee.

3. Estoppel Certificates. Within fifteen (15) days after written request from a Leasehold Mortgagee, Lessor shall deliver to the Leasehold Mortgagee an estoppel certificate signed by Lessor which certifies as to: (a) the nature of any existing defaults by Lessee alleged by City; and (b) any other matters reasonably requested by the Leasehold Mortgagee.

4. Interest of Leasehold Mortgagee in Leased Premises. The Leasehold Mortgagee shall have no interest in this lease or the Premises other than its interest as Leasehold Mortgagee.

5. Additional Provisions. Lessor agrees and acknowledges that it will enter into any amendments to this lease in order to reflect any other commercially reasonable terms that the Leasehold Mortgagee may from time to time reasonably request to confirm and protect the Leasehold Mortgagee's rights and interests as a leasehold mortgagee unless there is

good cause not to agree; except that, in no event shall such amendment increase any of Lessor's obligations, or materially diminish any of Lessor's rights, or diminish any of Lessee's monetary obligations to Lessor under this lease; provided, however, that the Lessor shall not be required to subordinate the fee to such financing, to assume liability with respect to such financing, to modify the Annual Rent, or to reduce the Lessee's obligations for taxes or insurance.

7. INTEREST IN UPLAND PROPERTY:

(A) Interest in Land. During the term of this lease, the Lessor shall maintain a fee simple title interest in the Upland Premises and the Lessor shall maintain the right to lease the Upland Premises, grant easements on and/or through the Upland Premises, and grant the right to develop the Upland Premises. In that regard, the parties expect that, upon satisfaction or waiver of the conditions precedent in this lease, the parties may be required to amend this lease so that the City may enter into a lease with the State of Florida for the Submerged Premises, and then in turn, the City shall enter into a sublease with RRB for the Submerged Premises portion of the Premises. Under the sublease, RRB's sole financial obligation shall be to reimburse the City for the fee charged by the State of Florida, Department of Environmental Protection, for the lease of the Submerged Premises or any easement fee or any other fee charged by the State of Florida directly arising from this lease.

(B) City's Application. Within fourteen (14) days of Lessee's request, the City shall file a joint application for an environmental resource permit and authorization to use state-owned sovereignty submerged lands with DEP's Southeast District Office, and the District Office recommends issuance of both the permit required under Part IV, Chapter 373, Florida Statutes, and the authorization to use sovereignty submerged lands under Chapter 253, Florida Statutes

8. ASSIGNMENT OF LEASE:

(A) Except for Lessee's right to Leasehold Financing (as provided for in paragraph 6(B) or as otherwise permitted in this lease), neither Lessee nor Lessee's legal representatives or successors in interest by operation of law or otherwise shall transfer this lease except as provided in this paragraph. For purposes of this paragraph, a "transfer" shall mean any of the following: (i) an assignment of this lease; (ii) a collateral assignment, mortgage, or encumbrance involving this lease; (iii) a sublease, license agreement, or other agreement permitting all or any portion of the Premises to be used by others; (iv) a reduction of Lessee's assets to the point that this lease is substantially Lessee's only asset; (v) a change or conversion in the form of entity of Lessee or any transferee or any entity controlling any of them which has the effect of limiting the liability of any of the partners, members, or other owners of the entity; (vii) any transfer of control of Lessee, which shall be defined as any issuance or transfer of stock in any corporate tenant or subtenant or any interest in any non-corporate entity tenant or subtenant, by sale, exchange, merger, consolidation, operation of law, or otherwise, or creation of new stock or interests, by which an aggregate of 50% or more of Lessee's stock or equity interest shall be vested in one or more parties who are not stockholders or interest holders as of the date of this lease, or any transfer of the power to direct the operation of any entity (by equity

ownership, contract, or otherwise), to one or more parties who are not stockholders or interest holders as of the date of this lease, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions

(B) Request for Consent. If Lessee requests Lessor's consent to a transfer, it shall submit in writing to Lessee, not later than thirty (30) days before any anticipated transfer, (i) the name and address of the proposed transferee, (ii) a duly executed counterpart of the proposed transfer agreement, (iii) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the Premises, and otherwise responsive to the reasonable consent section of this paragraph, and (iv) banking, financial or other credit information relating to the proposed transferee reasonably sufficient to enable Lessor to determine the financial responsibility and character of the proposed transferee, including balance sheets and profits and loss statements for the transferee covering the three (3) years before the transfer, certified by the transferee, and a list of personal, banking, business, and credit references for the transferee.

(C) Lessor shall not unreasonably withhold or delay its consent to a proposed transfer. Lessor shall be deemed to have reasonably withheld its consent unless all of the following conditions have been established to Lessor's reasonable satisfaction:

(i) The proposed transferee has sufficient financial wherewithal to discharge its obligations under this lease and the proposed agreement of transfer and as determined by Lessor and has a net worth, experience that is sufficient to maintain the use of the Property;

(ii) The proposed use of the Premises by the proposed transferee will be a use permitted under this lease;

(iii) The proposed transferee has substantial experience in the type of business it plans to conduct at the Premises;

(iv) There shall be no default by Lessee, beyond any applicable grace period, under any of the terms, covenants, and conditions of this lease at the time that Lessor's consent is requested and on the date of commencement of the term of the proposed transfer; and

(v) If the transfer is an assignment, the proposed assignee will assume in writing all of the obligations of Lessee under this lease.

(D) Permitted Transfers. Notwithstanding any other provision in this lease, Lessor's consent will not be required as to a transfer to the parent entity of Lessee or to a wholly owned subsidiary entity of Lessor or to the parent of Lessor, or to any affiliated into or with which Lessor may be merged or consolidated, provided that (i) the merger is not part of a sale or transfer of Lessee's business or assets to an affiliate of Lessee's business before the transfer, (ii) the resulting entity shall own all or substantially all of the assets of Lessee, and (iii) the net worth, experience of the resulting entity is at least equal to the net worth, experience of Lessee.

(E) Improper Transfer. Any transfer by Lessee in violation of this article shall be void and shall constitute a default under this lease.

(F) No Transfer. Notwithstanding any provision to the contrary in this lease, this lease shall not be assigned, sublet or otherwise transferred by the Lessee during the first five (5) years from the Effective Date.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: Lessee covenants and agrees from the Effective Date and throughout the Term of this lease that Lessee shall indemnify Lessor's Indemnified Parties (as defined below) from and against any and all claims, debts, suits, actions, demands, damages, obligations and/or causes of action which may be made against or upon the Lessor's Indemnified Parties, arising after the Effective Date and during the Term of this lease by reason of or in connection with any alleged act or omission of Lessee or any person claiming by, through or under Lessee; provided however, such indemnity shall not apply to any negligence or acts of Lessor or its officers, agents or employees; and if it becomes necessary for Lessor to defend any action seeking to impose such liability, Lessee shall pay Lessor all court costs and reasonable attorney's fees incurred by Lessor in effecting such defense (including all appellate levels), as and when said costs and fees become due and payable, in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against Lessor in the litigation in which such claim is asserted.

As to any claim, action or lawsuit brought by a third party to challenge the validity or enforceability of this lease, or to enjoin this lease arising solely from a claim that Lessee lacks capacity to sign or enter into, or improperly executed this lease, each party shall cooperate with each other as to jointly defending the claim, action or lawsuit. In any such claim, action or lawsuit, Lessor and Lessee (as to each other) shall bear their own attorney fees and costs. Nothing in the lease shall constitute a waiver of sovereign immunity of Lessor nor shall the same be construed as an agreement by the Lessor to be sued by third parties. Further, nothing contained in this Section or elsewhere in this lease is in any way intended to be a waiver of the limitation placed upon Lessor's liability as set forth in section 768.28, Fla. Stat., or of any other constitutional, statutory, common law or other protections afforded to public bodies or governments.

10. UTILITIES: Lessor shall execute, upon request by Lessee, such easements and rights of way as Lessee shall reasonably require for the purpose of connection to and use of existing and future drainage and utility facilities (including, but not limited to, water, gas, telephone, electric lines, cable, internet, telephone, storm drainage, sanitary sewer systems and surface drainage) located over, under, and across the Upland Premises. Lessee shall pay, directly to the provider thereof, when due, all bills for water, sewer rents, sewer charges, heat, gas, electricity, storm water, cable, internet and telephone or any other utility service used in the Premises from the commencement of the Term until the expiration of the Term. The source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. If Lessee shall require additional service line capacity of any of such utilities and if same are available on the Upland Premises, Lessee, at Lessee's

expense, shall have the right to the use of the same, subject to payment of any applicable fees for such additional capacity.

11. REPAIRS, INDEMNIFICATION, CONFORMITY WITH THE LAW:

Subject to the limitations contained in subparagraphs (G), (H), (I) below:

(A) Repairs. Lessee shall take good care of, and keep and maintain, the Premises in good and safe order and condition, and shall make or cause to be made all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Premises in good and safe, first class condition, however the necessity or desirability may arise. Lessor shall not have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair with respect to the Premises. Lessee shall be responsible for all code violations imposed against the Upland Premises, as if it was the owner of the Upland Premises.

(B) Hazardous Conditions. In the event that any Hazardous Substances are discovered at any time in, under or on the Premises, regardless of whether caused by the Lessee or invitee, the presence of which was not the result of migration of such Hazardous Substances from off of the Premises into, under or on the Premises, Lessee shall, at Lessee's expense, remove and dispose of the same in accordance with applicable law; except that, Lessee's obligations under this section shall not apply to any Hazardous Substances in, under or on the Premises existing prior to the execution of this lease.

(C) Indemnification. Lessee hereby indemnifies and defends Lessor Indemnified Parties from and against any claims, liability, obligation, damage, cost, expense, fines and penalties, including, without limitation, reasonable attorneys' fees and costs and reasonable and applicable consultants and contractors' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Premises, the presence of which was not the result of migration of such Hazardous Substances from off of the Premises into, under or on the Premises. Such obligation of Lessee shall include the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably satisfactory to Lessor), and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the Lessor Indemnified Parties resulting directly or indirectly from the presence, removal or disposal of any Hazardous Substances in, under or on the Premises, the presence of which was not the result of migration of such Hazardous Substances from the Premises into, under or on the Premises. Lessee's obligations shall not apply with respect to Hazardous Substances in, under or on the Premises existing prior to the execution hereof. Without limiting the foregoing, if the presence or release of any Hazardous Substance on or from the Premises caused or permitted by Lessee results in any violation of Environmental Laws or material contamination of the Premises, Lessee shall promptly take all actions at its sole cost and expense as are necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Material; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be

unreasonably withheld. The foregoing indemnifications shall survive the termination or expiration of this Lease for any reason.

(D) Notices. If Lessee receives any notice of, or otherwise becomes aware of, a release, threat of release, or written notice with regard to air emissions, water discharges, noise emissions, recycling, violation of any Environmental Law or any other environmental, health or safety matter affecting Lessee or the Premises (an "Environmental Complaint") independently or by written notice from any governmental authority having jurisdiction over the Premises, including the Environmental Protection Agency (the "EPA"), or with respect to any litigation regarding environmental conditions at or about the Premises, then Lessee shall give prompt oral and written notice of same to the Lessor detailing all relevant facts and circumstances.

(E) Lessor's Remedies. If Lessee does not diligently commence to remediate the environmental conditions it is required to remediate in accordance with the foregoing provisions, promptly after becoming aware of the same and thereafter diligently pursue the completion thereof in a reasonable time (and in any event in accordance with Requirements), Lessor shall have the right, but not the obligation, to enter onto the Premises or to take such actions as it deems necessary or advisable and practicable to cleanup, remove, resolve or minimize the impact of or otherwise deal with any such environmental conditions upon its obtaining knowledge of such matters independently or by receipt of any notice from any person (including the EPA.

(F) Definitions.

"Hazardous Substances" shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled or regulated by any Environmental Law.

"Environmental Law" shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq.,

Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

"Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation, and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are incurred at any time as a result of the remediation or mitigation of an Environmental Condition, including, without limitation, fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation and remediation, including the preparation of any feasibility studies or reports and the performance of any remedial, abatement, containment, closure, restoration or monitoring work;

"Lessor Indemnified Party or Parties" means, collectively, the City, the Agency, the Utility District and their respective elected and appointed officials and their respective heirs, legal representatives, successors, and assigns of any of the foregoing.

(G) Notwithstanding any other provision in this lease, Lessee shall have no obligation, liability or responsibility with regard to any Hazardous Substances in, under or on the Premises existing prior to the execution of this lease.

(H) Notwithstanding any other provision of this lease, Lessee may obtain any environmental impact study of the submerged lands and the upland that are included in the Premises. If, as a result of that study, material adverse environmental conditions are discovered with respect to any of submerged lands or the upland that is subject to this lease, then the City shall be responsible (at its cost) to mitigate those adverse environmental conditions, or either party (after providing written sixty (60) day notice to the other party of its intent to terminate), may terminate this lease. In case of termination pursuant to these grounds, neither Party shall have any further obligations under this lease. The City represents that, as of the date of the execution of this lease, it does not know or have any reason to know of any existing material adverse environmental conditions now existing in any of the submerged lands or the upland that is subject to the Premises.

(I) Notwithstanding any other provision in this lease, Lessor shall retain responsibility and liability for the replacement, repair, maintenance or damages relating to the fuel tanks under the Fuel Tank Easement in paragraph 1(B) and Lessee shall have no obligation, liability or responsibility for any Hazardous Substances relating to or resulting from such fuel tanks.

(J) Survival. The provisions of paragraphs 11(B)-(E) and (G)-(I) shall survive the termination or expiration of this lease for any reason.

12. INSURANCE:

(A) All Risk: The Lessee shall, in any event and without prejudice to any other rights of the Lessor, bear all risk of loss of or damage to the Premises arising from any causes whatsoever with or without the fault of the Lessor including, but not limited to, fire; lightning; hurricane; storm; tempest; explosion; impact; aircraft; vehicles; smoke; riot; civil commotion; bursting or overflowing of water tanks, apparatus or pipes; boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed; flood; labor disturbances; earthquake; malicious damage; or any other casualty or act of God, and shall maintain, at the Lessee's expense, at all times during the Term of this Lease (beginning on the Effective Date) an "All Risk" insurance policy against the risks enumerated above with a reputable insurance company authorized to do business in the State of Florida and of recognized responsibility. Such insurance shall be maintained at all times from the Effective Date of this lease in an amount and form specified below in this section. Provided always, however, that the Lessee shall bear all risk of loss of or damage to the Premises from the Effective Date of this Lease throughout the Term of this lease for any and all liabilities and, work or responsibilities required to be performed under the covenants and conditions of this lease. In addition, the Lessee shall maintain at its sole expense, all that insurance further required in accordance with this section.

(B) Lessee's Insurance: The Lessee at its own expense shall carry and maintain from the Effective Date and throughout the Term, with regard to the Use of the Premises, construction, maintenance and operation of the improvements and alterations, the following insurance:

(1) All Risk Property and Casualty Insurance against the risk enumerated above in this paragraph in an amount at all time equal to at least ninety percent (90%) of the full replacement value of the Improvements and Alterations to the Premises; provided however, the limits of coverage need not exceed $1,000,000.00.

(2) Public Liability and Property Damage Insurance including, but not limited to, insurance against assumed or contractual liability under this Lease with respect to the Premises, the improvements and the alterations, to afford protection with limits of liability in amounts approved from time to time by the Lessor, but not less than $1,000,000 in the event of bodily injury and death to any one persons in any one accident ($2,000,000 aggregate), and not less than $1,000,000 in property damage.

(3) Worker's Compensation or similar insurance in the form and amounts required by Florida law.

(4) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar facilities including, but not limited to business automobile liability insurance, liquor license liability insurance (if applicable) and employer's liability insurance. It shall be Lessee's sole

responsibility to determine whether any or all of the above insurance should be obtained and maintained from the Effective Date. Lessee's failure to obtain and maintain insurance from the Effective Date shall be at its sole risk and expense.

(C) Contractor Insurance: After the Effective Date and during Term, Lessee shall require any general contractor performing any work on the Premises to carry and maintain at no expense to the Lessor:

(1) Comprehensive General Liability Insurance including, but not limited to, contractor's liability coverage and contractual coverage of at least $1,000,000 with respect to personal injury or death, and $1,000,000 with respect to property damage;

(2) Worker's compensation or similar insurance in the form and amounts required by Florida law;

(3) Marine General Liability Insurance, including specialist operation coverage for damages potentially caused by dredging, e.g., severing underground/water utility lines, undercutting banks which could result in cave-ins or other conditions. The limits of coverage need not exceed $1,000,000.

(4) Environmental Impairment Liability Insurance to insure against and cover any and all issues related to the Lessee's responsibility for environmental protection that has been given solely to the Lessee or Lessee's contractor pursuant to the technical specifications of the project. Coverage must include a three (3) year additional reporting period upon the expiration of coverage if the coverage is written on a claims-made basis. Each occurrence limit to be no less than $5,000,000.

(D) Policy Provisions: All insurance which this lease requires the Lessee to carry and maintain or causes to be carried or maintained pursuant to this section shall be in such forms, for such amounts, for such periods of time. All insurance policies required hereunder shall be written by insurance companies with a minimum rating of "A" or its equivalent as per A.M. Best, Moody's or other nationally recognized rating agency. Further, all policies or certificates issued by respective insurers for public liability and all-risk property and casualty insurance will name the Lessor as an additional insured and shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee, the Lessor or any other person; provide that no cancellation, reduction in amount or material change in coverage thereof shall be in effect until at least ten (10) days after receipt by the Lessor of written notice thereof; and, shall be reasonably satisfactory to the Lessor in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which the Lessee may have against the Lessor.

(E) Delivery of Policies: The Lessee shall deliver promptly to the Lessor a certificate of insurance or a certified copy of each policy of insurance required by this lease at least ten (10) days prior to the date said insurance is required herein and shall also deliver no later than ten (10) days prior to the expiration of any such policy, a certificate of

insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment or the premiums therefore.

13. VENUE: The Parties agree that venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Palm Beach County, Florida.

14. DEFAULT/TERMINATION/NOTICES:

(A) Each of the following shall be an event of default under this lease: (i) Lessee fails to make any payment of rent within ten (10) days after the date such payment is due ("Monetary Default"); (ii) Lessee fails to perform any other obligation under this lease ("Nonmonetary Default"); (iii) Lessee becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Lessee; (iv) a receiver or trustee in bankruptcy is appointed for the Lessee's property and the appointment is not vacated and set aside within sixty (60) days from the date of appointment; or (v) Lessee rejects this lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings; or (vi) the leasehold estate granted to Lessee by this lease is taken in execution or other legal process. (Subsections (iii) through (vi) are defined collectively as an "Uncurable Default").

(B) Grace Periods

1. Monetary Defaults. Lessee shall have a period of five (5) business days after written notice from the Lessor of a Monetary Default in which to cure the default.

2. Nonmonetary Defaults. "Emergency" shall mean the threat of imminent injury or damage to persons or property or the imposition of a civil or criminal fine or penalty. Provided the default does not involve an Emergency that must be addressed in a shorter time frame, the Lessee shall have a period of thirty (30) days after notice from the Lessor of a Nonmonetary Default in which to cure the default. In addition, provided that the default does not involve an Emergency that must be addressed in a shorter time frame, this grace period shall be extended if the default is of a nature that it cannot be completely cured within such grace period solely as a result of nonfinancial circumstances outside of Lessee's control, provided that Lessee has promptly commenced all appropriate actions are thereafter diligently and continuously pursued by Lessee in good faith. If the Nonmonetary Default is not cured before the expiration of the grace period, as extended, then Lessor may pursue any and all remedies.

3. Statutory Notices. The notices of default to be given under this section may be the same as the notice required under section 83.20, Florida Statutes, or any successor statute and this lease shall not be construed to require Lessor to give two separate notices to Lessee before proceeding with any remedies.

4. Default Status. Lessee shall not be considered in default under this lease until any applicable grace period has expired without the applicable event of default

having been cured.

(C) Acceleration. If Lessee defaults, Lessor may declare the entire balance of all forms of rent due under this lease for the remainder of the Initial Term to be due and payable and may collect the then present value of the rents (calculated using a discount rate of the Miami Florida branch of the Federal Reserve Bank in effect as of the date of the default). If Lessor exercises its remedy to retake possession of the Property and collects from Lessee all forms of rent owed for the remainder of the Term, then Lessor shall account to Lessee, at the date of the expiration of the Initial Term, for the net amounts actually collected by Lessor as a result of reletting, net of the Lessee's obligations as specified above.

(D) Lessor's Right to Perform. If Lessee defaults, Lessor may, but shall have no obligation to, perform the obligations of Lessee, and if Lessor, in doing so, makes any expenditure or incurs any obligation for the payment of money, including reasonable attorney's fees, the sums so paid or obligations incurred shall be paid by Lessee to Lessor within five (5) days of rendition of a bill or statement to Lessee.

(E) Limitation of Remedies; Exculpation. Each party waives all punitive and special damages against each other caused by a default under this lease. None of Lessor's officers, employers, agents, directors, shareholders, partners, or affiliates shall ever have any personal liability to Lessee under this Lease. No act or omission of Lessor or its agents shall constitute an actual or constructive eviction of Lessee unless Lessor shall have first received notice of Lessee's claim and shall have failed to cure within thirty (30) days.

(F) Termination Caused by Inability of Lessee to Lease or Sublease Submerged Premises to Lessor. Notwithstanding any provision in this lease, if, for any reason during the Initial Term or the Term, the Lessee is unable to (after diligent and reasonable efforts) lease, sub-lease or continue to lease or sub-lease the Premises for the stated Use of Premises, then at the election of the Lessee, it may terminate this lease and all of its obligations hereunder, including any Option that has been exercised and any renewal.

(G) Notices. All notices required to be given by either party under this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following addresses:

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

If to Lessee: Rybovich Riviera Beach, LLC
450 East Las Olas Boulevard, Suite 1500
Fort Lauderdale, Florida 33301
Attention: Alex Muxo, Senior V.P.
Richard Handley, General Counsel

with a copy to: Bruce E. Loren, Esq.
2000 Palm Beach Lakes Blvd., Suite 501
West Palm Beach, Florida 33409

If to Lessor: The City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, Florida 33404
Attention: City Manager
City Attorney

With a copy to: The Riviera Beach Community
Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, Florida 33404
Attention: Executive Director

15. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments, property taxes or taxes or assessments of every kind and description, which are now or may be hereafter lawfully assessed and levied against the Premises during the Term. Failure to pay said taxes assessments in a timely manner shall be considered a Monetary Default.

(A) Tax Bills. Lessor, prior to the delivery of possession of the Premises to Lessee, shall make a mailing address change on the property tax records so that the tax bill and tax notices for the Premises will be mailed to Lessee as of the Effective Date. Prior to the date that the tax bill is mailed directly to Lessee pursuant hereto, Lessor, prior to delinquency, shall send to Lessee a copy of the tax bill for the Premises.

(B) Tax Payments. Following receipt of the aforesaid tax bills, Lessee shall pay, when due and before delinquency, the ad valorem real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the Leased Premises for the period commencing with the Effective Date and continuing for the remainder of the Term. The ad valorem taxes levied or assessed for the year in which Lessee commences paying Rent shall be prorated between Lessor and Lessee so that Lessee shall pay only such part thereof as pertains to the period commencing on the Effective Date, and the ad valorem taxes levied or assess for the year during which this Lease expires or is terminated shall be prorated between Lessor and Lessee so that Lessee shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Lessee be required to pay real estate taxes pertaining to any period prior to the Effective Date or subsequent to the expiration or earlier termination of the Lease. Within thirty (30) days of Lessee's request, Lessor shall reimburse Lessee that portion of the tax bill pertaining to any period prior to the Effective Date or subsequent to the expiration of the Term.

16. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the Premises or any part thereof to be used or occupied for any purpose or business other than the Use of Premises, unless the change in use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the Premises.

17. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the Premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The Premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

18. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the Premises.

19. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

21. RENEWAL PROVISIONS AND OPTION TO LEASE LAND FOR FUTURE ELEMENTS OF THE CONCEPTUAL MASTER PLAN:

(A) Lessee's Option.

1. Property Subject to Option. Beginning on the Effective Date and continuing for a period of five (5) years (the "Option Period"), RRB is granted an option, in its absolute and sole discretion, to lease all or part of the land as currently described in Elements 14 and 15 of the Conceptual Master Plan and the land underlying the water tank (which is specifically described on Exhibit C) for which Lessor has the authority to lease, currently and in the future (the "Option").

2. Option Notice. RRB may exercise the Option by giving written notice to the Lessor to be received no later than sixty (60) days prior to the expiration of the Option Period (the "Option Notice"). The Option Notice shall include a survey specifically describing the additional upland property to be incorporated into this lease (the "Option Premises"). RRB may exercise the Option multiple times for all or for specific portions of the Option Premises during the Option Period.

3. Annual Rent for Option Premises; other costs. If RRB exercises the Option, then the annual rent for the Option Premises (considering the property's physical features, such as direct access or limited access to the water) pursuant to the Option shall be calculated according to the Rent Formula contained in paragraph 2(A) and cost of living increase in paragraph 2(B) except that the City shall obtain a new appraisal of the Appraised Value of the Option Premises at the time of the Option Notice, which shall be re-appraised each time that the 5-Year Appraisal is performed. If the Option Notice includes the upland described on Exhibit C (i.e., the water tank property), then Lessee shall incur all costs to relocate the water tank to a location acceptable to the City, or alternatively, the Parties shall mutually agree to another solution regarding the water tank.

4. Option Fee. Provided that Lessee has not given an Option Notice, then RRB shall pay to the City an annual fee of $25,000.00 for each year that RRB does not exercise the Option, beginning on the second anniversary of the Effective Date of this lease and on the third, fourth and fifth anniversary (the "Option Fee"). All monies paid to the City for the Option Fee shall be a credit in favor of RRB against the next immediate Annual Rent due for the Option Premises, provided, however, if Lessee fails to exercise the Option within the Option Period, the Option Fee shall be retained by Lessor.

5. Remedies. Should Lessor breach any obligations regarding or relating to the Option, in addition to other damages, Lessee shall be entitled to equitable relief (including without limitation, injunctive relief and specific performance) to enjoin Lessor to comply with the Option.

(B) Renewal Term and Notice.

1. Notice. The Lessee is granted the right to renew this lease, in its absolute and sole discretion, for an additional term of twenty-five (25) years by delivering written notice to Lessor no earlier than two (2) years prior to the expiration of the Initial Term, but no later than one hundred and eighty (180) days prior to the expiration of the Initial Term (the "Renewal Term").

2. Annual Rent for the Renewal Term. The annual rent for the Renewal Term shall be calculated according to the Rent Formula contained in paragraph 2(A) and cost of living increase in paragraph 2(B), except that the Lessor shall obtain a new appraisal of the Appraised Value under the same procedure set forth in paragraph 2(C) based upon other properties with comparable water access of eight feet (8') depth or less, but the new appraisal shall also consider the fair market value of improvements to the Upland Premises; except that, the new appraisal shall not include the business value of the existing operation or any personal property in determining the new annual rent for the Renewal Term.

3. Grant Fee During Renewal Term. During the Renewal Term, the City may apply for grant monies to be used to improve the Premises. Provided that the Lessee has consented in writing (in its sole and absolute discretion) to such grant applications, Lessee agrees to pay to the City (in addition to and separate from Annual Rent) an annual rate of six

percent (6%) of any monies received through these grants obtained by the City and used to improve the Premises during the Renewal Term (the "Renewal 6% Grant Fee"). The 6% Grant Fee (as provided for in paragraph 3(E)), payable by the Lessee during the Initial Term or grants awarded during the Initial Term shall terminate at the conclusion of the Initial Term. The Renewal 6% Grant Fee shall be paid by the Lessee to the City as follows: from the date that the monies are unconditionally available to the Lessee to perform the improvements to the Premises, the grant amount shall be multiplied by six percent (6%) and divided by twelve to determine the monthly fee. This monthly fee shall be paid each month until this conclusion of the Renewal Term. If any grant requires the posting or use of "matching" funds, then the City has no obligation to provide the source of those matching funds. RRB will be responsible for the payment of any matching fund requirement. Additionally, the Renewal 6% Grant Fee does include and shall not be based upon the amount of any matching fund monies paid by RRB.

22. CONSTRUCTION LIENS: The interest of the Lessor in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the premises by or on behalf of Lessee. This exculpation in made with express reference to Section 713.10, Florida Statutes. Lessor and Lessee acknowledge and agree that there is no requirement under this lease that Lessee make any alterations or improvements to the Premises and no improvements to be made by Lessee to the Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Lessee, Lessee shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within TEN (10) days after notice to Lessee. Furthermore, Lessee, shall indemnify, defend, and save Lessor harmless from and against and damage or loss, including reasonable attorney's fees, incurred by Lessor as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of the Lessee. Lessee shall notify every contractor making improvements to or other work performed in the Premises by or on behalf of the Lessee.

23. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: All fixtures, installations, additions, alterations, and improvements made by Lessee will remain the property of Lessor on termination of this lease without compensation to Lessee; except that any property (e.g., machinery, platforms, equipment, etc.) associated with the lifting of vessels out of the water (unless acquired using grant proceeds subject to the 6% Grant Fee), shall be considered personal property for purposes of this lease and removed at Lessee's cost.

24. REMOVAL COSTS/LIEN ON UPLAND PROPERTY: If, at any time, Lessee constructs a permanent structure to the Premises (with the City's consent, which shall not be unreasonably withheld), that structure shall become the property of the City at the termination or expiration of this Lease, unless agreed upon in writing in advance between the Parties.

25. RECORDATION OF LEASE: The Lessee, at its own expense, shall record a memorandum of this lease, in the public records of the county within which the lease site is located within fourteen (14) days after receipt of an executed copy from the Lessor, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded memorandum which contains the O.R. book and pages at which the lease is recorded.

26. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of an authorized structure is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

27. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment.

28. ADVERTISEMENT/SIGNS /NON-WATERDEPENDENT ACTIVITIES, ADDITIONAL ACTIVITIES, MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over dedicated submerged lands without prior written consent from the applicable governmental agencies. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over dedicated submerged lands without prior written consent from the applicable governmental agencies.

29. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the Use of the Premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder, and the ordinances, rules and regulations of the City of Riviera Beach. Any material unlawful activity, which occurs on the Premises or in conjunction with the Use of the Premises, as a result of Lessee's negligence, after thirty (30) day written notice and opportunity to cure, may be grounds for default of this lease by the Lessor.

30. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. In no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period (unless such vessel is actively undergoing significant and continuing repairs), nor shall any such vessel constitute a legal or primary residence.

31. SPECIAL LEASE CONDITIONS:

(A) The Lessee and marina operations staff shall inform all slip occupants in writing of the availability and requirement to use the sewage pump out facilities provided at the marina.

(B) During the term of this lease and all subsequent renewal periods, the Lessee shall maintain the manatee informational display and manatee awareness signs as required by the State of Florida Wetland Resource Permit.

(C) Lessor shall cooperate with Lessee in obtaining all necessary permits and applications for grant monies for the continued expansion of the Improvements.

(D) The terms and conditions herein may be modified or additional conditions may be imposed as required for the following reasons:

(1) to conform to the adoption or revision of Florida Statutes (F.S.), rules, and standards that requires the modification of the lease for compliance;

(2) to ensure compliance with the Federal Endangered Species Act, 16 USC, s. 1531, et seq., and the Florida Endangered and Threatened Species Act of 1977, section 372.072, F.A.; and

(3) to conform to any modification to terms and conditions of a permit from the Department of Environmental Protection or the U.S. Army Corps of Engineers.

32. In any action, litigation or proceeding related to, connected with, or arising under this Lease, the prevailing party shall be entitled to reimbursement of its costs, including reasonable attorney's fees, including those costs and fees incurred on appeal, if any.

33. CONDEMNATION:

(A) For purposes of this section, any of the following three events shall be deemed a "Taking": (1) if any part of the Premises is taken or condemned through the exercise of the power of eminent domain by any governmental or private board, body, or agency having the right to exercise such power, (2) if any part of the Premises is conveyed to any condemning authority under threat of condemnation before or after proceedings have been commenced to acquire the property by the condemning authority, or (3) if a "Taking" is judicially declared in any proceeding involving the Premises in which Lessor is a party.

(B) Allocation of Award. Lessor and Lessee agree that any award or compensation on account of any Taking of any of the Premises which is the subject of this Lease shall be allocated as follows:

(1) Lessee shall receive that portion of the Award or compensation allocable to its leasehold estate so Taken and all awards for any improvements located on the Premises, subject to Lessor's right to receive the reversionary estate interest in such improvements; and

(2) Lessor shall be entitled to receive that portion of the award or compensation allocable to its reversionary estate, as encumbered by the lease.

(3) Condemnation Proceedings. Both Lessor and Lessee may appear in any such proceeding or action, to negotiate, prosecute, and adjust any claim for any award or compensation on account of any Taking as it relates to their respective interest in the Premises. All amounts paid in connection with any Taking of the Premises shall be applied pursuant to this section, and all such amounts are defined as the "Award." Lessor shall have no interest in any Award or any portion of it made in respect of Lessee's leasehold estate or the improvements, except as to its reversionary interest in them, all of which shall belong to and be paid to Lessee.

34. Conditions Precedent. In addition to any other conditions precedent to either Party's obligations under this lease, the following shall also be conditions precedent that must be satisfied or waived in writing. Otherwise, the lease will not become effective; except that, if all conditions precedent are not satisfied or waived within eighteen (18) months of the execution of this lease (the "Condition Precedent Period"), then Lessee may either terminate this lease or pay a monthly fee equal to $48,420.00 for every month until such time as the lease becomes effective. If Lessee chooses not to continue paying the monthly fee, then either party may terminate this lease, each party to bear its own costs.

(A) Lessor shall obtain written confirmation from the State of Florida, Board of Trustees, of the conditions under which, for the Term of this lease, the State of Florida will reclaim any or all rights and privileges (previously conveyed by the Dedication) to the Submerged Premises and the conditions under which such rights and privileges will be fully reinstated upon the termination of this lease, and Lessor confirms in writing that such conditions are acceptable to Lessor, such acceptance not to be unreasonably withheld;

(B) The Lessee provides written confirmation to the Lessor of its willingness to accept the terms of a sublease of the Lessor's proposed Sovereignty Submerged Land Lease from the State of Florida for the Submerged Premises.;

(C) The issuance of all permits by DEP necessary for the Use of Premises. The permit(s) shall not be considered to be issued until all applicable challenge periods have run and final permits have been issued or, if the permit(s) are challenged within the applicable challenge period, until the challenges are fully resolved and final permits are issued;

(D) The issuance of all permits by the U.S. Army Corp of Engineers ("ACOE") necessary for the Use of Premises. The permit(s) shall not be considered to be issued until all applicable challenge periods have run and final permits have been issued or, if the permit(s) are challenged within the applicable challenge period, until the challenges are fully resolved and final permits are issued;

(E) Lessee, at its sole cost and expense, obtains a title insurance commitment for a leasehold interest title insurance policy issued by a title insurance company licensed in the State of Florida insuring Lessee's leasehold interest in the Property. The title insurance commitment shall have a date subsequent to the Effective Date of this lease and shall show that title to Lessee's leasehold interest is good, marketable and insurable, subject to no liens, encumbrances, exceptions or qualifications that would render title unmarketable; and

(F) The November 2, 2010 election does not result in any ballot item preventing the City from fulfilling its obligations under this lease.

35. REPRESENTATIONS:

(A) Lessee represents and warrants as follows:

i. Lessee is duly organized, validly existing, and in good standing under the laws of Florida and is duly qualified to transact business in the State of Florida;

ii. Lessee has full power to execute, deliver, and perform its obligations under the lease;

iii. The execution and delivery of this lease, and the performance by Lessee of its obligations under this Lease, have been duly authorized by all necessary action of Lessee, and do not contravene or conflict with any provision of Lessee's Articles of Organization, Bylaws, Operating Agreement, or any other agreement binding on Lessee; and

iv. The individual executing this lease on behalf of Lessee has full authority to do so.

(B) Lessor represents and warrants to Lessee as follows:

i. Lessor has full right and authority to enter into this lease and perform Lessor's obligations under this lease;

ii. The Premises is not subject to any existing claim for construction liens resulting from work performed by or on behalf of Lessor, nor are there any existing tenants entitled to possession of the Premises;

iii. Lessor has not received any notice, nor is it aware of any pending taking or condemnation affecting the Premises; and

iv. This lease is and shall be binding upon and enforceable against Lessor in accordance with its terms, and the transaction contemplated by this lease will not result in a breach of, or constitute a default under, any agreement to which Lessor or the Premises are subject, except any issues arising from the Dedication.

(C) Except as set forth expressly in this lease, either Party does not make any warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises or any component of the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, or the accuracy or completeness of any statement or other matter previously disclosed to the other Party. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO EITHER

PARTY IN CONNECTION WITH THIS LEASE OR THE PROPERTY. BOTH PARTIES DISCLAIM ANY AN ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

35. SINGLE ASSET ENTITY: The Lessee shall be maintained as a single asset entity, owning no assets other than its interests in the Premises.

36. GOVERNING LAW: This lease shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws.

37. ENTIRE AGREEMENT:

(A) This lease, and the attachments hereto and thereto, contains all of the promises, agreements, conditions, inducements and understandings between City, the Agency and RRB and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein, therein and in such attachments hereto or thereto or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the Parties hereto.

(B) No covenant, agreement, term or condition of this lease shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by all Parties.

38. INVALIDITY OF CERTAIN PROVISIONS; SEVERABILITY:

If any provision of this lease (including without limitation of the Option) or its application to any person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and/or unenforceable (such as to require the City issue a Request for Proposal or similar procurement process), then the remainder of this lease, shall remain unaffected and shall remain valid and enforceable to the fullest extent permitted by law.

SIGNATURES ON FOLLOWING PAGES

EXECUTION

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have executed this Submerged and Upland Lands Lease as of the day and year first above written.

"LESSOR/THE CITY"

WITNESSES:

Print/Type Name of Witness

Print/Type Name of Witness

ATTEST:

By: 9/22/2010
Carrie E. Ward, City Clerk

CITY OF RIVIERA BEACH, FLORIDA

By: FOR
Thomas A. Masters, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by this 30TH day of September, 2010, by ~~Thomas A. Masters~~ DAWN S. PITTS, as Mayor of the City of Riviera Beach, Florida, who is personally known to me.

(SEAL)

Notary Public State of Florida
Shelia Y James
My Commission DD600058
Expires 11/17/2010

Notary Public, State of Florida

SHELIA Y. JAMES
Typed, printed or stamped name
My Commission Expires: _____

As to Form and Legal Sufficiency:

By:
Pamala H. Ryan, City Attorney

As to Terms and Conditions:

By:
Ruth C. Jones, City Manager

"LESSOR/ THE AGENCY"

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Dawn S. Pardo, Chairperson

WITNESSES:

_____
Print/Type Name of Witness

_____
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by this 30th day of September, 2010, by Dawn S. Pardo, as Chairperson of the Riviera Beach Community Redevelopment Agency, who is personally known to me.

(SEAL)

Notary Public State of Florida
Shelia Y James
My Commission DD600058
Expires 11/17/2010

_____
Notary Public, State of Florida

SHELIA Y. JAMES
Typed, printed or stamped name
My Commission Expires: _____

As to Terms and Conditions

By: _____
Tony T. Brown
CRA Executive Director

As to Form and Legal Sufficiency

By: _____
J. Michael Haygood
Interim CRA Attorney

"LESSOR/THE DISTRICT"

CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

WITNESSES:

Print/Type Name of Witness

Print/Type Name of Witness

By: Dawn S. Pardo, Chairperson

ATTEST:

By: Carrie E. Ward, District Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by this 30th day of September, 2010, by Dawn S. Pardo, Chairperson of the City of Riviera Beach Utility Special District, who is personally known to me.

(SEAL)

Notary Public State of Florida
Shelia Y James
My Commission DD600058
Expires 11/17/2010

Notary Public, State of Florida

SHELIA Y. JAMES
Typed, printed or stamped name
My Commission Expires: _____

As to Form and Legal Sufficiency:

By: Pamala H. Ryan
Pamala H. Ryan, District Attorney

"LESSEE"

RYBOVICH RIVIERA BEACH LLC
a Florida limited liability company

Kristi Buckmaster
Print/Type Name of Witness

By: _____
Carlos E. Vidueira, Vice President

Tangie Myers
Print/Type Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by this 16 day of September, 2010, by Carlos E. Vidueira, as Vice President of Rybovich Riviera Beach LLC, who is personally known to me.

(SEAL)

Notary Public State of Florida
Cynthia Holm
My Commission DD690814
Expires 08/17/2011

Cynthia Holm
Notary Public, State of Florida

Cynthia Holm
Typed, printed or stamped name
My Commission Expires: 8/17/2011

EXHIBIT A– MASTER CONCEPT PLAN

EXHIBIT B-1 LEGAL DESCRIPTION OF UPLAND

EXHIBIT B-2 – LEGAL DESCRIPTION OF SUBMERGED LANDS

EXHIBIT C – SURVEY/LEGAL DESCRIPTION OF WATER TANK PROPERTY

Exhibit A

Master Concept Plan

Exhibit A - Master Concept Plan

PROJECT ELEMENTS

EXHIBIT A

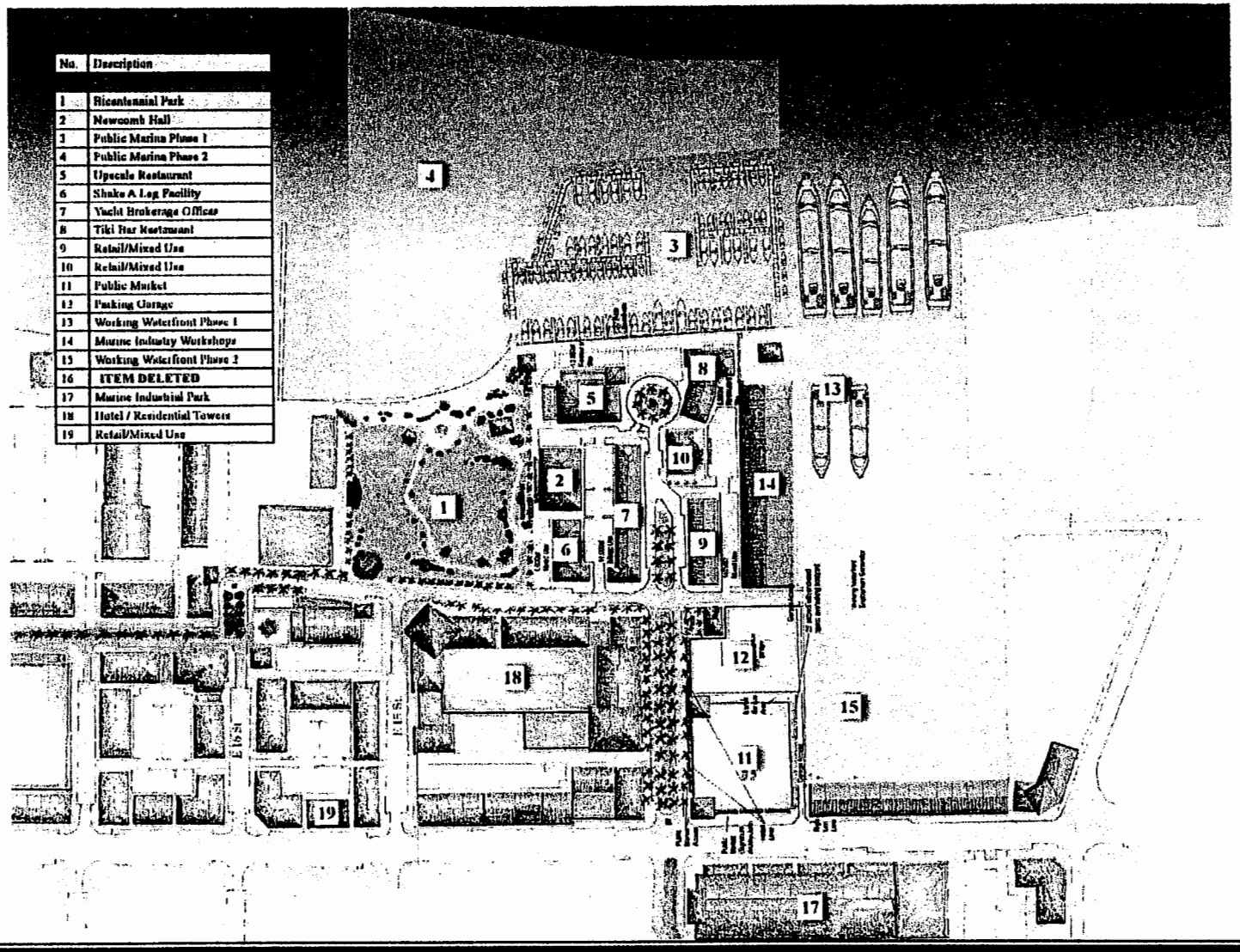
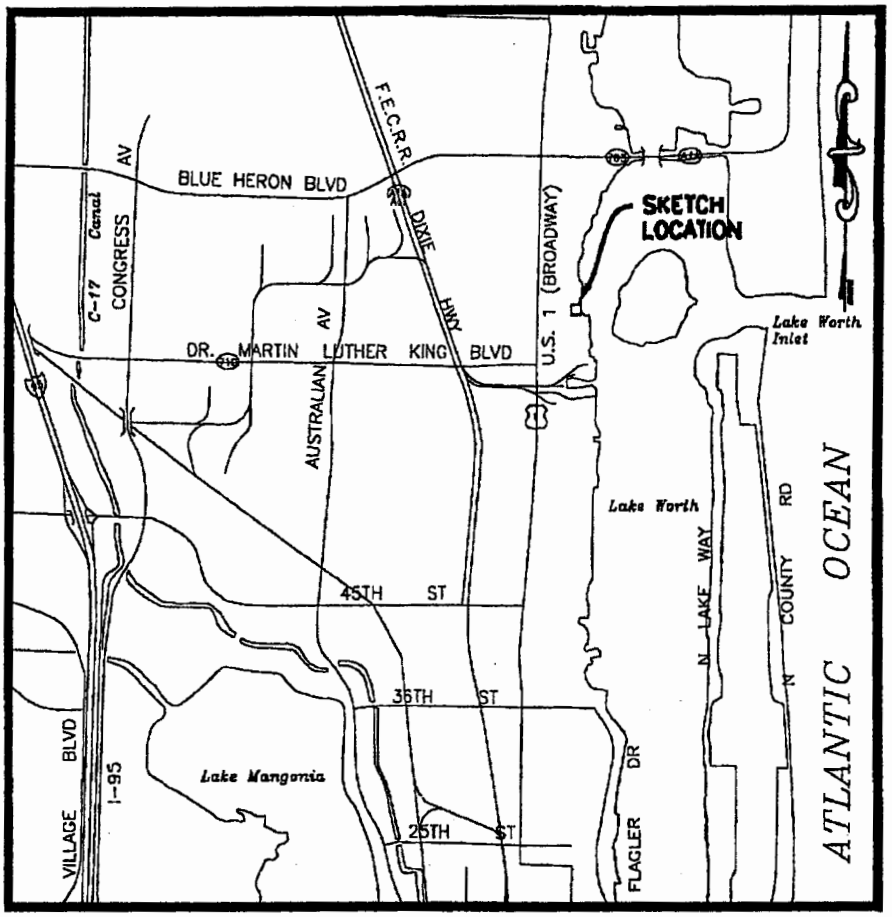


Exhibit B - 1

Legal Description of Upland

PROPOSED LEAS REA

NOT VALID WITHOU
ACCOMPANYING
SHEETS 2 AND 3 OF 3
THIS IS NOT A SURVEY



LOCATION MAP
NOT TO SCALE

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF PARCEL A, GRAND VIEW PLACE AND AN AREA LABELED AS PARK, AS SHOWN ON RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PORTION OF PARCEL A ALSO BEING KNOWN AS A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, TOGETHER WITH THE FILLED LANDS LYING EAST OF SAID PORTION OF PARCEL A, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15 OF SAID RIVIERA; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SAID LINE ALSO BEING THE NORTH LINE OF SAID PARCELS A AND LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810, SOUTH 88°56'04" EAST, A DISTANCE OF 124.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH 88°56'04" EAST, A DISTANCE OF 65.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE DEPARTING SAID SOUTH LINE OF LOT 6 AND SAID NORTH LINE OF PARCELS A AND 9 AND ALONG THE EAST LINE OF SAID LOT 6, NORTH 02°21'09" WEST, A DISTANCE OF 31.73 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°56'04" EAST, A DISTANCE OF 294.61 FEET; THENCE NORTH 01°15'05" WEST, A DISTANCE OF 29.19 FEET; THENCE NORTH 88°44'55" EAST, A DISTANCE OF 32.35 FEET; THENCE NORTH 02°10'14" WEST, A

DESCRIPTION CONTINUED ON SHEET 2

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6141 • Fax: 561.684.6360
Certificate of Authorization 6791

PROPOSED LEASE AREA
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
Not to Scale	10-3364	1
DATE	CAD FILE	OF 3
05-03-10	SEE LEFT	

Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Upland Parcel.dwg May 12, 2010 - 8:53am

PROPOSED LEAS AREA

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1 AND 3 OF 3
THIS IS NOT A SURVEY

DESCRIPTION CONTINUED

DISTANCE OF 28.36 FEET; THENCE SOUTH 88°56'04" EAST, A DISTANCE OF 12.02 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED IN THE FIELD ON NOVEMBER 18, 2008, SAID POINT BEING ON THE WET FACE OF AN EXISTING BULKHEAD; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE AND SAID WET FACE OF AN EXISTING BULKHEAD, SOUTH 02°10'14" EAST, A DISTANCE OF 342.80 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE AFOREMENTIONED PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810; THENCE ALONG SAID EASTERLY PROLONGATION AND THE SOUTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810, NORTH 88°56'04" WEST, A DISTANCE OF 436.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AVENUE C AND KNOWN IN THE FIELD, ALSO KNOWN AS OAK STREET NORTH AS SHOWN ON CENTRAL ADDITION TO RIVIERA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 71 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 123.46 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 68°03'26" EAST, A DISTANCE OF 83.39 FEET; THENCE NORTH 00°49'43" WEST, A DISTANCE OF 60.16 FEET; THENCE NORTH 48°37'28" WEST, A DISTANCE OF 10.22 FEET; THENCE NORTH 01°41'16" WEST, A DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 121,050.0119 SQUARE FEET OR 2.779 ACRES, MORE OR LESS.

NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S88°56'04"E ALONG THE SOUTH LINE OF LOT 6, RIVIERA, RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE HEREON DESCRIBED LANDS.

CALVIN, GIORDANO & ASSOCIATES, INC.

KEVIN M. BECK
Professional Surveyor and Mapper No. 6168
State of Florida

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization #791

PROPOSED LEASE AREA
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No
Not to Scale	10-3364
DATE	CAD FILE
05-03-10	SEE LEFT

SHEET 2 OF 3

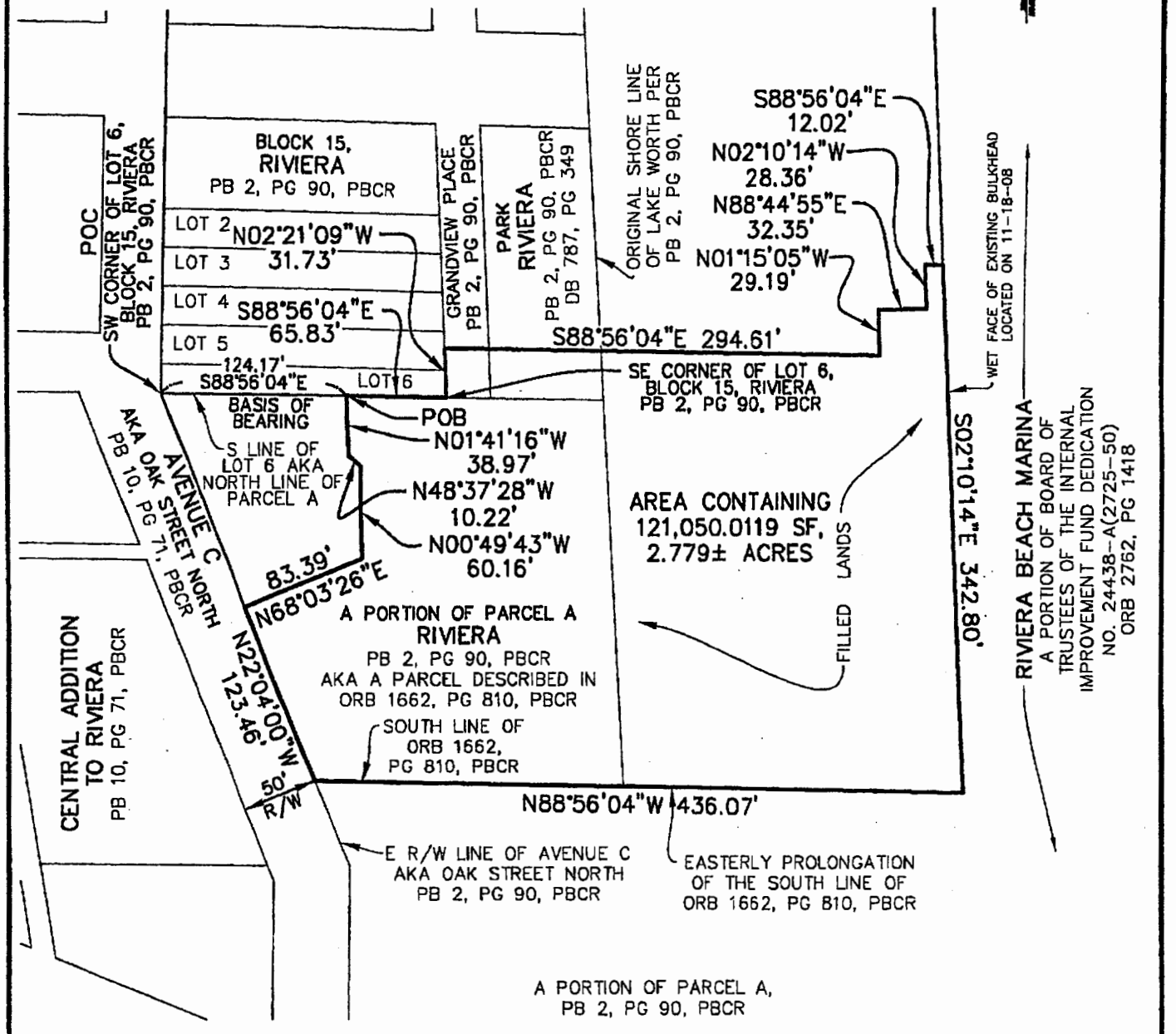
Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Upland Parcel.dwg May 12, 2010 - 8:53am

PROPOSED LEAS AREA

LEGEND

AKA	ALSO KNOWN AS
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PBCR	PALM BEACH COUNTY RECORDS
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 AND 2 OF 3
THIS IS NOT A SURVEY



Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Upland Parcel.dwg May 12, 2010 - 8:53am

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization 6791

PROPOSED LEASE AREA
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

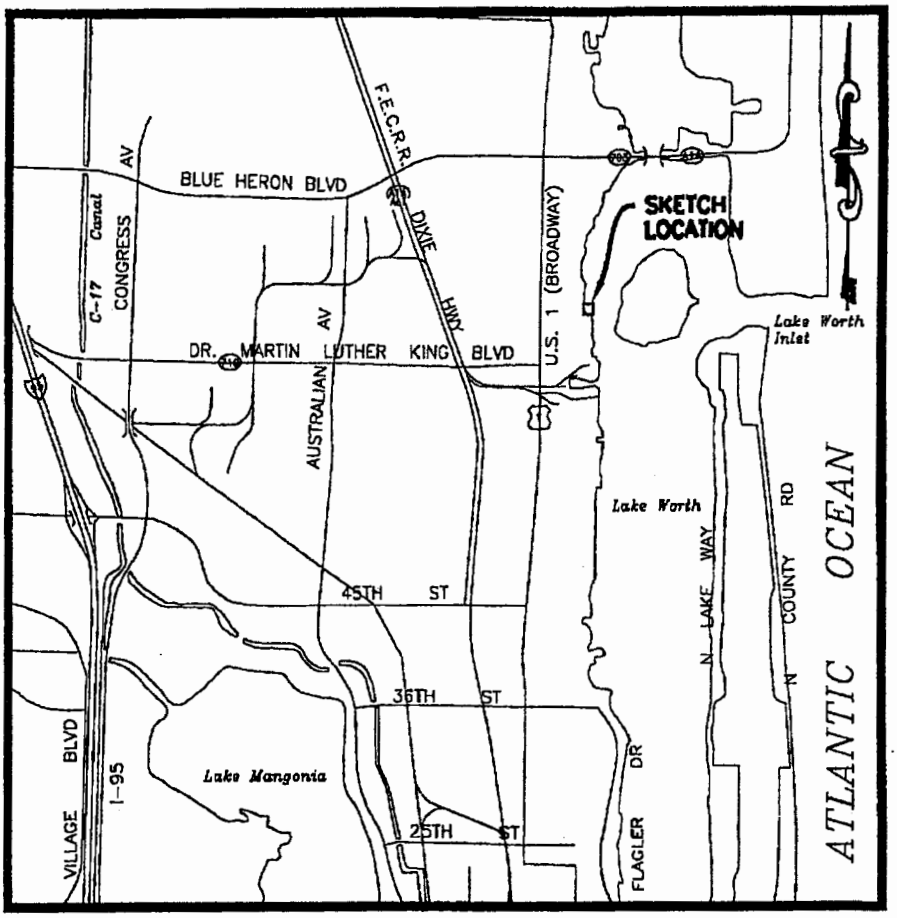
SCALE	PROJECT No	SHEET
1" = 100'	10-3364	3
DATE	CAD FILE	OF 3
05-03-10	SEE LEFT	

Exhibit B - 2

Legal Description of Submerged Lands

PROPOSED LEA AREA
SOVEREIGNTY LANDS

NOT VALID WITHOUT
ACCOMPANYING
SHEETS 2 AND 3 OF 3
THIS IS NOT A SURVEY



LOCATION MAP
NOT TO SCALE

DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF A PARCEL OF SOVEREIGNTY LAND AS DESCRIBED IN BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEDICATION NO. 24438-A(2725-50) RECORDED IN OFFICIAL RECORDS BOOK 2762, PAGE 1418 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1662, PAGE 810 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID PARCEL, SOUTH 88°56'04" EAST, A DISTANCE OF 436.07 FEET TO THE MEAN HIGH WATERS OF LAKE WORTH AS LOCATED IN THE FIELD ON NOVEMBER 18, 2008, SAID POINT BEING ON THE WET FACE OF AN EXISTING BULKHEAD AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE AND ALONG SAID BULKHEAD, NORTH 02°10'14" WEST, A DISTANCE OF 342.80 FEET; THENCE DEPARTING SAID BULKHEAD, NORTH 87°49'46" EAST, A DISTANCE OF 462.49 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED PARCEL OF SOVEREIGNTY LAND DEDICATION NO. 24438-A(2725-50); THENCE ALONG SAID EAST LINE, SOUTH 02°00'20" EAST, A DISTANCE OF 368.89 FEET TO A POINT OF THE EASTERLY PROLONGATION OF THE SOUTH LINE THE AFOREMENTIONED PARCEL OF LAND DESCRIBED IN OFFICIAL

REVISED: 05-04-10

DESCRIPTION CONTINUED ON SHEET 2

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization 6791

PROPOSED LEASE AREA
SOVEREIGNTY LANDS
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
Not to Scale	10-3364	1
DATE	CAD FILE	OF 3
05-03-10	SEE LEFT	

Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Waterward Parcel.dwg May 12, 2010 - 8:55am

PROPOSED LEASE AREA
SOVEREIGNTY LANDS
NOT VALID WITHOUT
ACCOMPANYING
SHEETS 1 AND 3 OF 3
THIS IS NOT A SURVEY

DESCRIPTION CONTINUED

RECORD BOOK 1662, PAGE 810; THENCE ALONG SAID EASTERLY PROLONGATION, NORTH 88°56'04" WEST, A DISTANCE OF 462.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 164,389.6592 SQUARE FEET OR 3.774 ACRES, MORE OR LESS.

NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

3. BEARINGS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S88°56'04"E ALONG THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1662, PAGE 810, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE HEREON DESCRIBED LANDS.

CALVIN, GIORDANO & ASSOCIATES, INC.

KEVIN M. BECK
Professional Surveyor and Mapper No. 6168
State of Florida

REVISED: 05-04-10

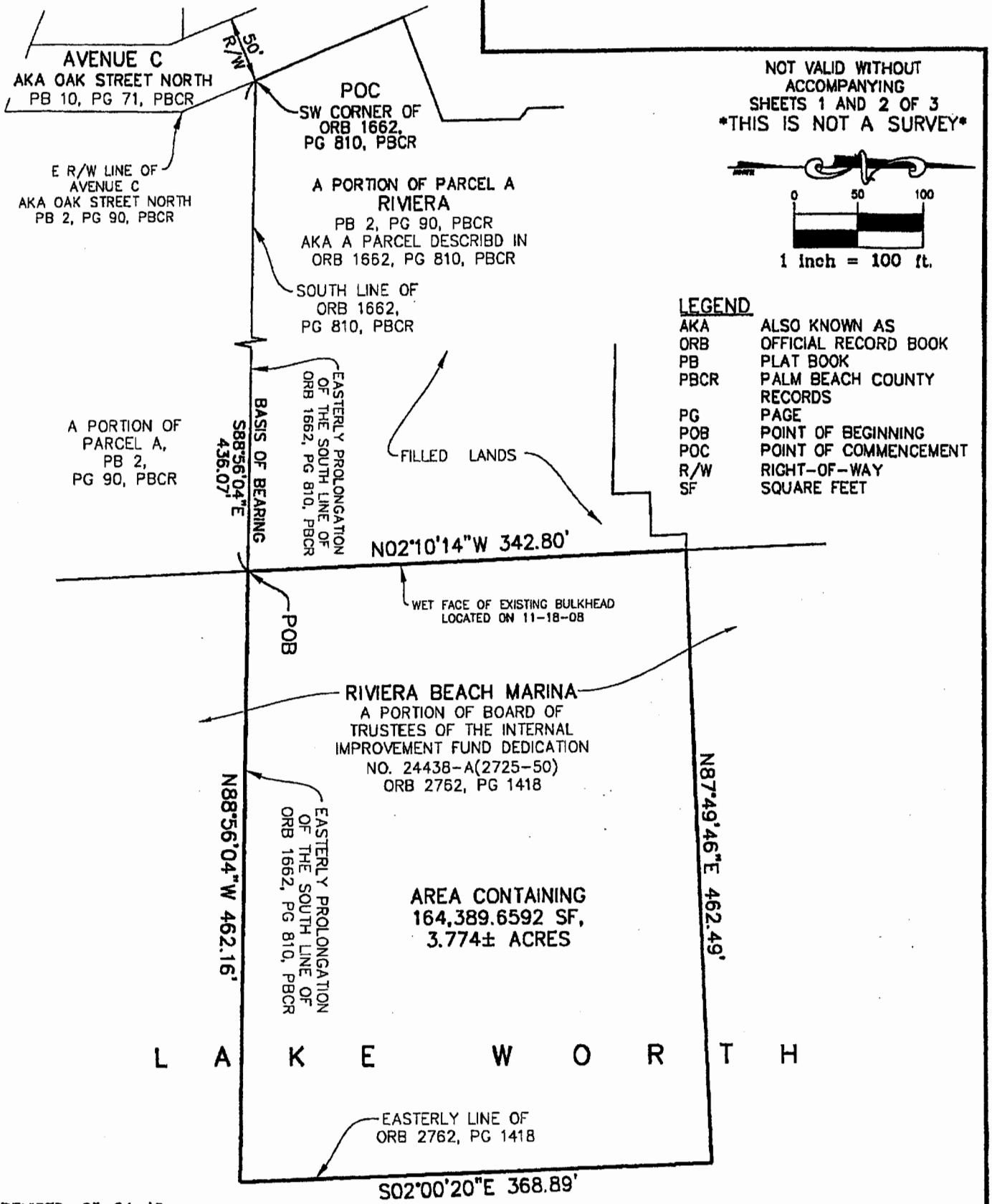
Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization #791

PROPOSED LEASE AREA
SOVEREIGNTY LANDS
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
Not to Scale	10-3364	2
DATE	CAD FILE	OF 3
05-03-10	SEE LEFT	

Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Waterward Parcel.dwg May 12, 2010 - 8:55am

PROPOSED LEAS AREA
SOVEREIGNTY LANDS



REVISED: 05-04-10

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340 West Palm Beach, Florida 33409
Phone: 561.684.6161 • Fax: 561.684.6360
Certificate of Authorization 6791

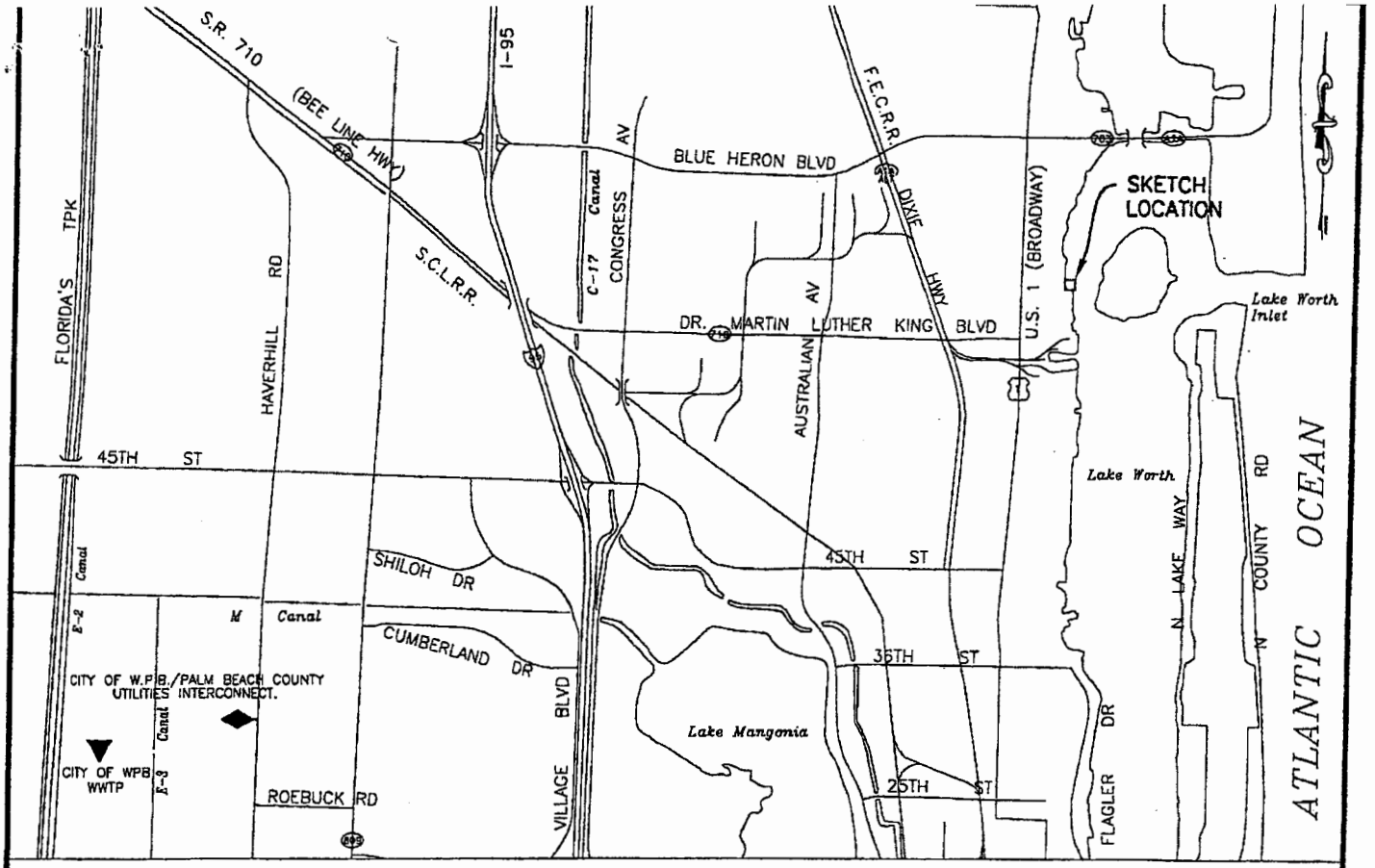
PROPOSED LEASE AREA
SOVEREIGNTY LANDS
CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
1" = 100'	10-3364	3
DATE	CAD FILE	OF 3
05-03-10	SEE LEFT	

Z:\2008\081936 International Harbor\Survey\Legal Descriptions\10-3364-V-SD-Waterward Parcel.dwg May 12, 2010 - 8:55am

Exhibit C

Survey/Legal Description of Water Tank Property



LOCATION MAP
NOT TO SCALE

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS SHOWN AND DESCRIBED HEREON WERE ABSTRACTED AND REFLECT THE RELEVANT MATTERS IDENTIFIED IN ATTORNEYS' TITLE INSURANCE FUND, INC. COMMITMENT FORM, FUND FILE NUMBER: 06-2007-12651, EFFECTIVE DATE: JANUARY 5, 2008 @ 11:00 PM.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983/90 (NAD 83/90). REFERENCE BEARING OF N01°03'56"E ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C, AS SHOWN HEREON.
5. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.
6. THE CONCRETE WALL AT THE WATER TANK SITE WAS FIELD LOCATED ON NOVEMBER 18, 2008.

CALVIN, GIORDANO & ASSOCIATES, INC.

RONNIE L. FURNISS
DATE SIGNED: 04-15-09
Professional Surveyor and Mapper No. 6272
State of Florida

REVISED: 4-1-09

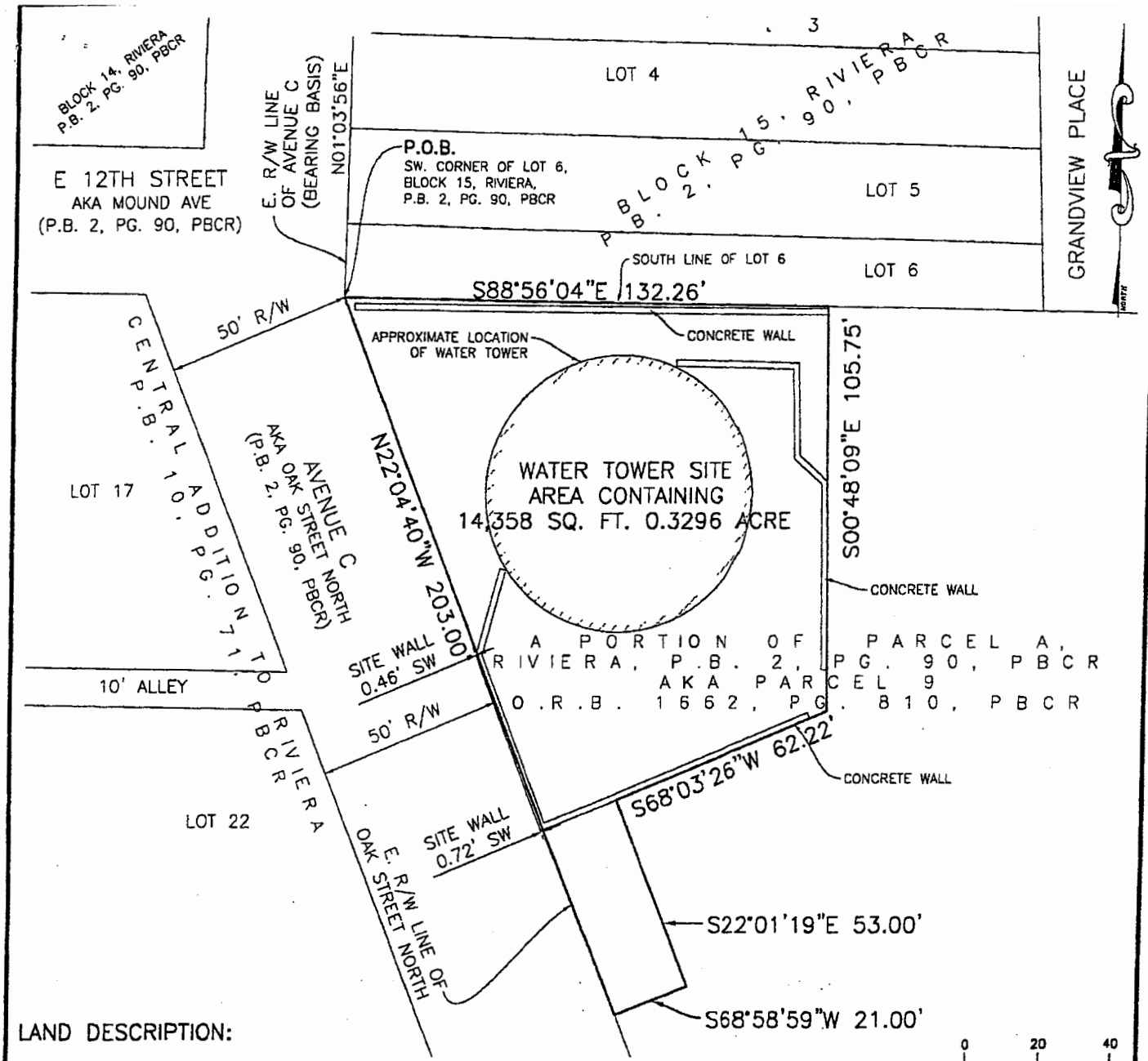
REVISED: 04-15-09

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax 561.684.6360
Certificate of Authorization 6791

RIVIERA BEACH UTILITY DISTRICT
WATER TANK SITE
SKETCH AND DESCRIPTION
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
N.T.S.	082084.1	1
DATE	CAD FILE	OF 2
12-22-08	SEE LEFT	

Z:\2008\082084.1 Riviera Beach CRA\Survey\Legal Descriptions\082084.1-V-SD-Bndy_1.dwg Apr 15, 2009 - 1:28pm



LAND DESCRIPTION:

A PORTION OF PARCEL A, RIVIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15 OF SAID PLAT; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SOUTH 88°56'04" EAST, 132.26 FEET; THENCE SOUTH 00°48'09" EAST, 105.75 FEET; THENCE SOUTH 68°03'26" WEST, 62.22 FEET; THENCE SOUTH 22°01'19" EAST, 53.00 FEET; THENCE SOUTH 68°58'59" EAST, 21.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C AS LABELED IN THE FIELD, ALSO KNOWN AS OAK STREET NORTH AS SHOWN ON AFORESAID PLAT OF RIVIERA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'40" WEST, 203.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF RIVIERA BEACH, FLORIDA,

CONTAINING 14,358 SQUARE FEET OR 0.3296 ACRE, MORE OR LESS.

REVISED: 4-1-09

REVISED: 04-15-09

LEGEND

AKA	ALSO KNOWN AS
FT.	FEET
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.B.	PLAT BOOK
PBCR	PALM BEACH COUNTY RECORDS
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
SQ.	SQUARE

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax 561.684.6360
Certificate of Authorization 8791

RIVIERA BEACH UTILITY DISTRICT
WATER TANK SITE
SKETCH AND DESCRIPTION
PALM BEACH COUNTY, FLORIDA

SCALE	PROJECT No	SHEET
1"=40'	082084.1	2
DATE	CAD FILE	OF 2
12-22-08	SEE LEFT	

Z:\2008\082084.1 Riviera Beach CRA\Survey\Legal Descriptions\082084.1-V-SD-Bndy_1.dwg Apr 15, 2009 - 1:28pm