

**ADDENDUM NUMBER 2
TO THE LEASE AGREEMENT
BETWEEN THE
FLORIDA INLAND NAVIGATION DISTRICT
AND THE CITY OF EDGEWATER**

By Agreement made and entered into this 18th day of April, 2014, by and between the **FLORIDA INLAND NAVIGATION DISTRICT** (hereinafter referred to as "DISTRICT") and the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY/LESSEE").

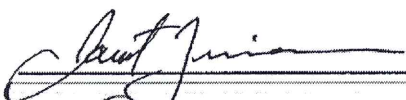
WITNESSETH

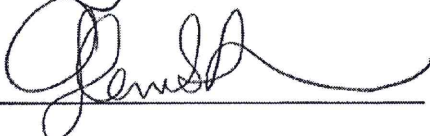
The DISTRICT and CITY/LESSEE mutually agree to amend that certain Agreement between the DISTRICT and CITY/LESSEE made and entered into on January 25, 2010 and that certain Addendum Number 1 entered into on August 6, 2012 as follows:

- 1) Both parties wish to utilize the option contained in paragraph number 6. **TERM:** The term of this LEASE shall be for a two (2) year period. The lease period shall commence on the date of execution and may be extended by the DISTRICT upon approval of a written request BY LESSEE. Therefore, the CITY/LESSEE hereby requests for an extension of the contract for an additional term of two (2) years. Thereby extending the current lease contract from January 25, 2014 through and until January 24, 2016.
- 2) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.


IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

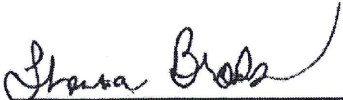
WITNESSES:





WITNESSES:






**FLORIDA INLAND
NAVIGATION DISTRICT**

By: 

EX DIR
FIND

Dated: 05/07/14

CITY OF EDGEWATER, FLORIDA



Tracey T. Barlow
City Manager

Dated: April 18, 2014

**ADDENDUM NUMBER 1
TO THE LEASE AGREEMENT
BETWEEN THE
FLORIDA INLAND NAVIGATION DISTRICT
AND THE CITY OF EDGEWATER**

By Agreement made and entered into this 20th day of August, 2012, by and between the **FLORIDA INLAND NAVIGATION DISTRICT** (hereinafter referred to as "DISTRICT") and the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY/LESSEE").

WITNESSETH

The DISTRICT and CITY/LESSEE mutually agree to amend that certain Agreement between the DISTRICT and CITY/LESSEE made and entered into on January 25, 2010 as follows:

- 1) Both parties wish to utilize the option contained in paragraph number 6. **TERM:** The term of this LEASE shall be for a two (2) year period. The lease period shall commence on the date of execution and may be extended by the DISTRICT upon approval of a written request BY LESSEE. Therefore, the CITY/LESSEE hereby requests for an extension of the contract for an additional term of two (2) years. Thereby extending the current lease contract from January 25, 2012 through and until January 25, 2014.
- 2) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

WITNESSES:

Susan D. B.

[Signature]

WITNESSES:

[Signature]

Donna Doney

**FLORIDA INLAND
NAVIGATION DISTRICT**

By: [Signature]
DAVID K. ROACH
Exec Director

Dated: 7/30/12

CITY OF EDGEWATER, FLORIDA

[Signature]
Tracey T. Barlow
City Manager

Dated: August 4, 2012

LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE") is made and entered into this 25th day of January, 2010, between the Parties, the Florida Inland Navigation District, an independent special district existing under the laws of the State of Florida (the "DISTRICT"), and the City of Edgewater, a political subdivision of the State of Florida, ("LESSEE").

WITNESSETH:

WHEREAS, DISTRICT is the owner in fee simple of a parcel of land in Volusia County, Florida, designated as Dredged Material Management Area V-26 (see Exhibit A) which will be used by DISTRICT and the United States for the improvement and maintenance of the Atlantic Intracoastal Waterway from St. Marys River, Florida to the Miami Harbor, Florida; and

WHEREAS, LESSEE desires to lease from DISTRICT Dredged Material Management Area V-26, a description of which is attached hereto as Exhibit A and made a part hereof, for the purpose of offloading dredged material for public road construction and industrial lot development within the ParkTowne Industrial Park, the "PROJECT", or for the use of public purposes by the LESSEE, subject to said rights of DISTRICT and to the terms and conditions of this Lease, and

WHEREAS, DISTRICT is of the opinion that the PROJECT and use by the LESSEE pursuant to the provisions of this agreement is in the public interest, and

WHEREAS, DISTRICT is agreeable that a lease should be executed for a limited term at a nominal rental subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto:

1. RECITALS: The recitals contained herein above are true and correct and incorporated herein by reference.

2. LEASE: DISTRICT hereby leases to LESSEE the property hereinafter known as the "Leased Premises" as described in paragraph 4 below, subject to the terms and conditions set forth herein.

3. PROJECT MANAGEMENT: The Project Manager for the DISTRICT is its Executive Director and all correspondence and communications from the LESSEE shall be directed to him/her. The Project Manager shall be responsible for overall coordination and oversight related to the performance of this lease.

4. DESCRIPTION OF THE LEASED PREMISES: The Leased Premises which is subject to this lease, is situated in Volusia County, State of Florida, as described in Exhibit A, attached hereto and made a part of this agreement.

5. EXISTING CONDITIONS: LESSEE agrees to accept the Leased Premises in as is condition subject to any existing easements and deed restriction.

6. TERM: The term of this LEASE shall be for a two (2) year period. The lease period shall commence on the date of execution and may be extended by the DISTRICT upon approval of a written request BY LESSEE.

7. PURPOSE: LESSEE shall manage the Leased Premises to provide a temporary area for the excavation and removal of dredged material for construction within the ParkTowne Industrial Park, the PROJECT. The LESSEE will take all precautions to ensure that no excavation is made into any portions of the dikes as shown in Exhibit B, Page 1 and 2 as well as there shall not be any excavation of materials below +5.0 NGVD or into the dike walls during the course of the PROJECT. Prior to excavating any materials, LESSEE or its contractors shall provide the DISTRICT with an "Excavation and Removal Plan" which shall include a pre-removal topographic survey of the containment area and basin for the area whereas material will be removed, show by mapping all areas intended to be excavated, elevations to be excavated to, all haul roads, and any material stockpile areas for the PROJECT.

8. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from, and upon the Leased Premises for all purposes that do not conflict with the DISTRICT's and the United States of America's Dredge Material

Management Program, however, use of the property is restricted to day light hours for the quiet enjoyment of the neighboring property owners.

9. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Premises or any use thereof not in conformance with this LEASE.

10. ASSIGNMENT: This LEASE shall not be assigned in whole or in part without the prior written consent of DISTRICT. Any assignment made either in whole or in part without the prior written consent of DISTRICT shall be void and without legal effect; provided, however, the District acknowledges and agrees that LESSEE may utilize the services of third party LESSEE's, engineers, etc., in performance of the material removal project, and any such third party contracts for such purpose shall require the LESSEE's to abide by the terms and conditions of this Lease Agreement.

11. EASEMENTS: All easements to be granted by LESSEE including, but not limited to, utility easements are expressly prohibited without the prior written approval of DISTRICT. Any easement not approved in writing by DISTRICT shall be void and without legal effect.

12. SUBLEASES: This LEASE is for the purposes specified herein, and subleases of any nature are prohibited without the prior written approval of DISTRICT. Any sublease not approved in writing by DISTRICT shall be void and without legal effect.

13. RIGHT OF INSPECTION: DISTRICT or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the Leased Premises and the works and operations of LESSEE in any matter pertaining to this LEASE. DISTRICT shall be noticed and shall be invited to attend all meeting between the LESSEE and their contractors regarding the PROJECT.

14. PLACEMENT AND REMOVAL OF IMPROVEMENTS: Any equipment, supplies, or improvements constructed or placed on the property by LESSEE in accordance with a plan approved by the DISTRICT shall be removed by LESSEE at the termination of this LEASE. No trees, other than non-native species, shall be removed

or major land alterations done without the prior written approval of DISTRICT. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this LEASE, pursuant to Paragraph 26 below.

15. INSURANCE BY LESSEE: In consideration for the privilege herein granted, LESSEE shall not claim any damages from the DISTRICT in connection with or on account of, and as between the parties shall be solely responsible for, any injuries or damages arising in or on the Leased Premises while being used by LESSEE and its agents, representatives, and employees. The DISTRICT does not warrant or represent that the Lease Premises are safe or suitable for the purpose for which LESSEE is permitted to use it, and LESSEE assumes all risks in its use. Contractors and sub-contractors utilized by LESSEE pursuant to this LEASE, shall have public liability and workmen's compensation insurance in the amount of not less than one million dollars (\$1,000,000.00). LESSEE has represented that it maintains insurance to the statutory limitations required by law. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the LESSEE as set forth in Section 768.28, Florida Statutes.

It is specifically understood and agreed that in no event shall DISTRICT or any interest of DISTRICT in the Subject Premises or any portion thereof be liable for or subject to any construction lien or liens for improvements or work made by or for LESSEE; and this Agreement specifically prohibits the subjecting of DISTRICT's interest in the Subject Premises or any portion to any construction lien or liens for improvements made by LESSEE which LESSEE is responsible for payment under the terms of this Agreement. All persons dealing with LESSEE are hereby placed upon notice of this provision. All memoranda and short forms of this agreement which shall be recorded among any public records shall contain the provisions set forth above in this paragraph; provided, however, nothing contained in this sentence shall permit or authorize the recording of and memorandum or short form of this Agreement other than by DISTRICT.

16. ADDITIONAL INSURANCE: LESSEE shall require any third party contractors, engineers, consultants, etc., to maintain insurance in the amounts and types indicated above.

17. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Premises and/or to the improvements thereon, including any and all ad-valorem taxes and drainage and special assessments or taxes of every kind and all construction liens which may be hereafter lawfully assessed and levied against the Leased Premises, resulting from LESSEE use of the Lease Premises for the purposes provided for herein.

18. NO WAIVER OF BREACH: The failure of DISTRICT to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this LEASE shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of DISTRICT of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by DISTRICT.

19. NON-DISCRIMINATION: LESSEE shall assure and certify that it will comply with Title IV of the Civil Rights ACT of 1964 (PL 88-352) as amended and, in accordance with that Act, shall not discriminate against any individual's race, color, creed, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.

20. UTILITY FEES: LESSEE shall be responsible for payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises, if needed by LESSEE, and for having the utilities turned off when the Leased Premises are surrendered.

21. COMPLIANCE WITH LAWS: LESSEE agrees that this LEASE is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules and laws of the State of Florida or the United States or of any political subdivision or agency of either.

22. NOTICE: All notices given under this LEASE shall be in writing and shall be served by certified mail to the last address of the party to whom notice is to be given, as designated by such party in writing. DISTRICT and LESSEE hereby designate their address as follows:

TO DISTRICT: Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
Attn: Executive Director

TO LESSEE: City of Edgewater
P.O. Box 100
Edgewater, Fl. 32132-0100
Attn: City Manager

Copies of all Notices shall also be delivered to the DISTRICT'S Project Manager.

23. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this LEASE, DISTRICT shall give written notice to LESSEE to immediately remedy such breach. In the event LESSEE fails to immediately remedy the breach to the satisfaction of DISTRICT upon receipt of written notice, or longer period if it is not capable of being immediately cured but LESSEE has commenced the cure, DISTRICT may either terminate this LEASE and recover from LESSEE all damages DISTRICT may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorney's fees; or maintain this LEASE in full force and effect and exercise all rights and remedies herein conferred upon DISTRICT.

24. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or cause to be done, in, on, or upon the Leased Premises or as affecting said Leased Premises, any act which may result in damage or depreciation of value to the Leased Premises, or any part thereof. Any alterations to the property caused by the LESSEE shall be restored to their original conditions.

25. HAZARDOUS MATERIALS: LESSEE agrees that, during the term of this lease, it:

A. Shall keep or cause the Leased Premises to be kept free of hazardous wastes or substances.

B. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of LESSEE or any assignees, a release of hazardous wastes or substances onto the Leased Premises.

C. Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

D. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this lease, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

E. Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste within the Leased Premise, and shall immediately provide DISTRICT with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste within the Leased Premises.

F. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Leased Premises, arising from LESSEE' use of the Leased Premises.

26. SURRENDER OF PREMISES: Upon termination or expiration of this LEASE, LESSEE, shall surrender the Leased Premises to DISTRICT. Upon termination or expiration of this LEASE, all structures permanently affixed to the land and all improvements made will become the property of the DISTRICT, provided, however, that

if any structures are such, in the DISTRICT'S determination, that they can be moved without harm to the area where situated then the LESSEE may, within ten (10) days following termination of the LEASE, remove the same. Upon final termination, the property must be left in essentially the same condition as when it was first leased to the LESSEE, save for ordinary wear and tear, with exception of the removed material as herein stipulated, unless otherwise approved in writing by the DISTRICT. The LESSEE shall grade the excavated area to provide an even and gradual slope towards the weir system so that no standing water accumulates in the excavation area after rain events. The LESSEE shall provide an "as built" survey of the containment area, for the area whereas material will be removed, at the end of any individual PROJECT and at the end of the LEASE. Any areas, such as the dikes or areas below +5.0 NGVD, that were excavated in non-compliance with the "Excavation and Removal Plan" shall be restored to the DISTRICT's satisfaction.

27. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:

Fee title to the Leased Premises is held by DISTRICT. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of DISTRICT therein.

28. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this LEASE shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

29. DUPLICATE ORIGINALS: This LEASE is executed in duplicate originals, each of which shall be considered an original for all purposes.

30. ENTIRE UNDERSTANDING: This LEASE sets forth the entire understanding between the Parties and shall only be amended with the prior written approval of the Parties.

31. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and the improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Leased Premises free of trash or litter, meeting all building and safety codes in the location situated.

32. GOVERNING LAW: This LEASE shall be governed by and interpreted according to the laws of the State of Florida.

33. SECTION CAPTIONS: Articles, subsection and other captioned contained in this LEASE are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope or extent of intent of this LEASE or any provisions thereof.

34. ATTORNEY'S FEES: In the event of any litigation arising out of or resulting from this LEASE, the venue of such litigation shall be had only in the state courts in Palm Beach County, Florida. The prevailing party in such litigation shall be entitled to its costs and reasonable attorney's fees (at trial, appellate, and post-judgment proceeding levels).

IN WITNESS WHEREOF, the parties have caused this LEASE to be executed on the day and year first written above.

ATTEST:

CITY OF EDGEWATER

BY: Bonnie Wenzel

BY: [Signature]
Its Mayor
LESSEE

ATTEST:

FLORIDA INLAND NAVIGATION DISTRICT

BY: [Signature]

BY: [Signature]
Executive Director

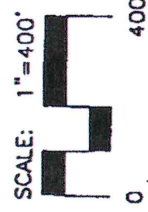
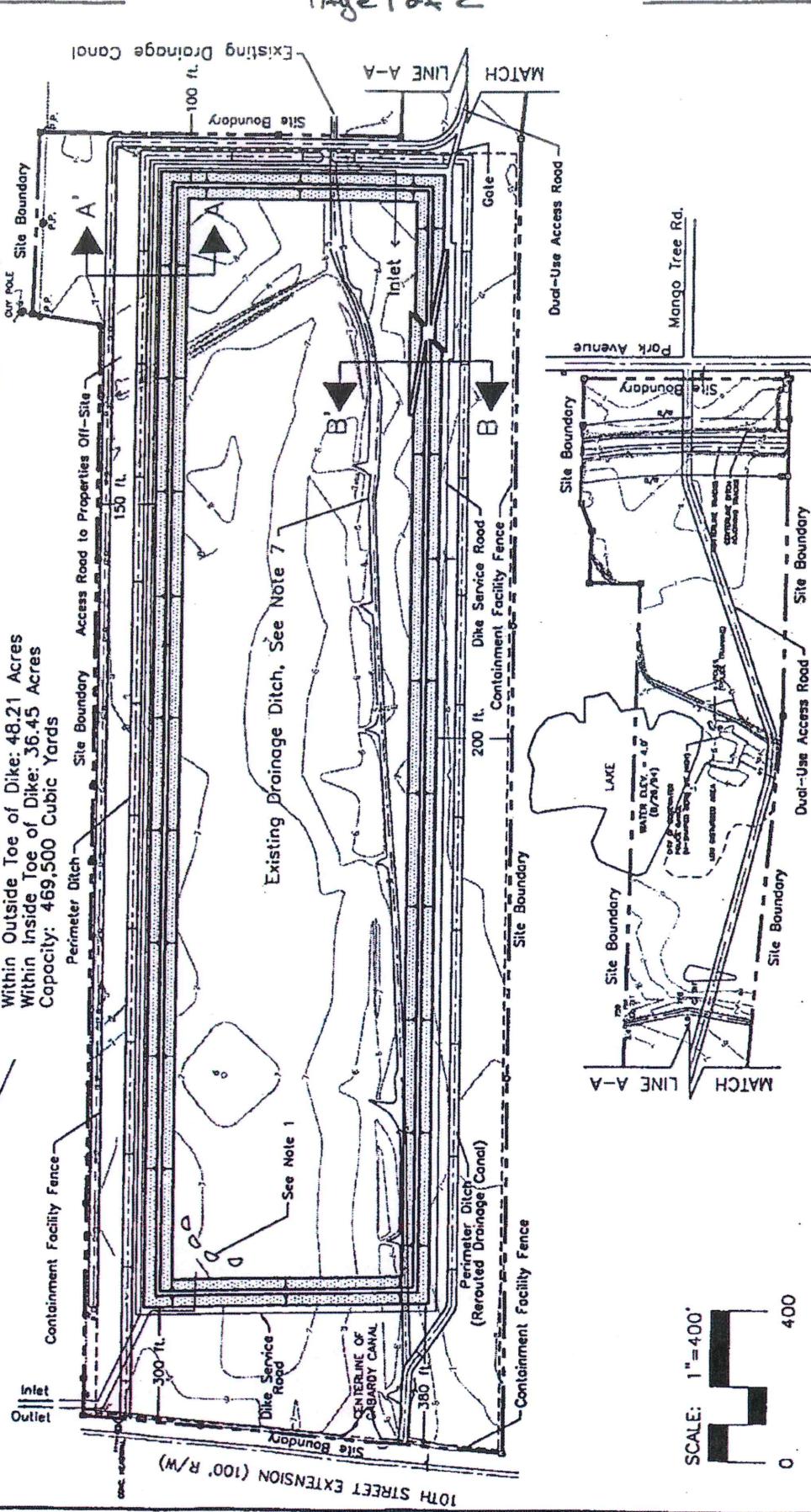
Exhibit A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 29 AND 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 573 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE MONUMENT STAMPED "PLS 2027" LOCATED AT THE SOUTHWEST CORNER OF SECTION 49, TOWNSHIP 17 SOUTH, RANGE 34 EAST (THE SEYMOUR PICKETT GRANT); THENCE N.71°36'38"E., ALONG THE SOUTH LINE OF SAID SECTION 49, A DISTANCE OF 1856.33 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 49, THE SOUTH RIGHT OF WAY LINE OF TENTH AVENUE AND THE NORTH LINE OF SAID SECTION 29 AND SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE N.71°38'38"E., ALONG SAID LINE, 782.96 FEET; THENCE S.23°18'56"E., 194.01 FEET; THENCE N.66°41'04"E., 80.00 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 80.00 FEET WEST OF, WHEN MEASURED AT A RIGHT ANGLE TO, THE EAST LINE OF THE AFORESAID SECTION 29; THENCE S.23°18'56"E., ALONG SAID LINE, 3145.54 FEET; THENCE S.67°17'32"W., 939.54 FEET; THENCE N.23°19'31"W., 3198.50 FEET; THENCE N.66°40'29"E., 80.00 FEET; THENCE N.23°19'31"W., 198.30 FEET TO THE POINT OF BEGINNING.
CONTAINING 71.95 ACRES MORE OR LESS.

Notes:

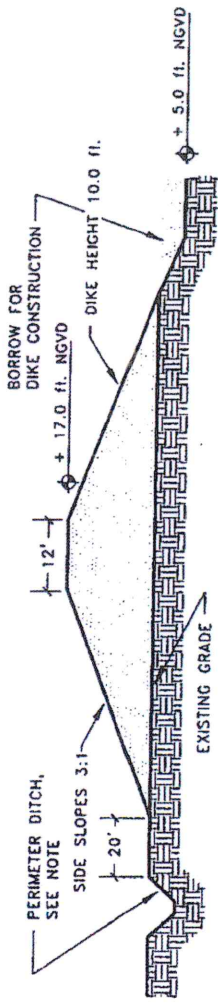
1. Weirs: Four 9ft. Diameter CM Half-Pipes With Removable Flash Boards Adjustable From Excavated Grade @ the Weirs (+3.0' NGVD) to 12.0' Above Excavated Grade @ Weirs (+15.0' NGVD) with Connecting Manifold. Weirs Must be Located at the Deepest Point of Excavated Basin, Not on 20-ft Excavation Setback.
2. Containment Area:
Within Outside Toe of Dike: 48.21 Acres
Within Inside Toe of Dike: 36.45 Acres
Capacity: 469,500 Cubic Yards
3. Sections A-A', B-B', See Sheet 5 of 5.
4. Elevation Datum: NGVD of 1929.
5. Total Area of Site - 106.80 Acres. Of This, 52.8 Acres Outside Perimeter Ditch to Remain as Undisturbed Buffer.
6. Perimeter Ditch/Service Road, See Sheet 5 of 5.
7. Existing Drainage Ditch to be Rerouted to West Perimeter Ditch.



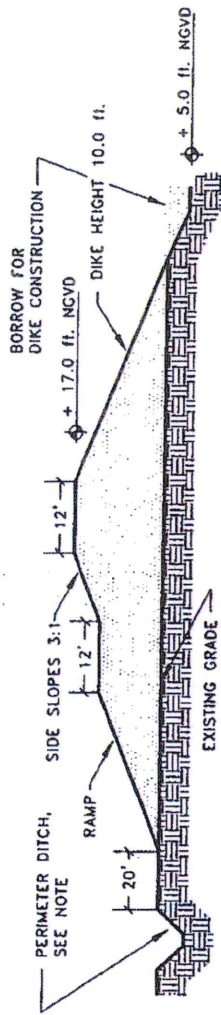
TAYLOR ENGINEERING INC.
8086 CYPRESS GREEN DRIVE
JACKSONVILLE, FLORIDA 32256

Site Plan, V-26
Dredged Material Management Area
Volusia County, Florida

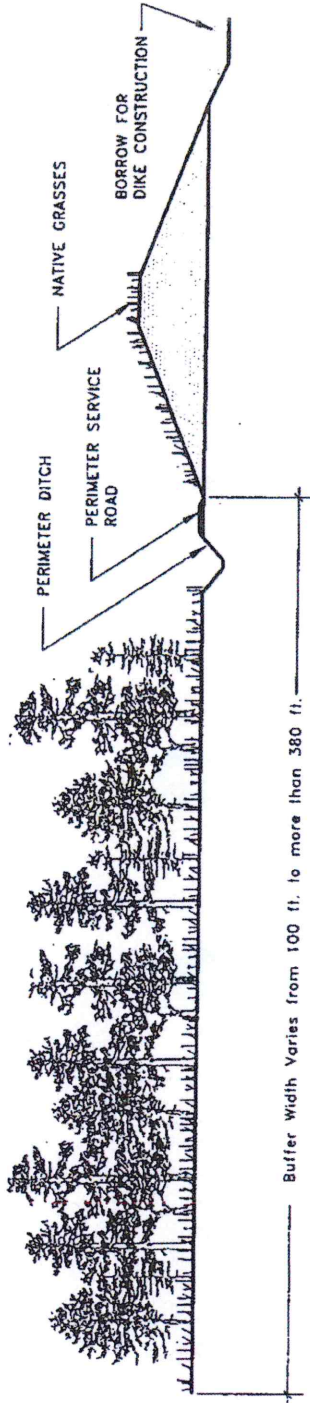
PROJECT	C-9313
REVISION	
SHEET	3 of 6
DATE	Aug., 1995



Section A-A'
N.T.S.



Section B-B'
N.T.S.



Dredged Material Management Area - Vegetation Plan
N.T.S.

- NOTES:
1. PERIMETER DITCH:
SIDE SLOPE 2:1
MEAN INVERT ELEV. +5.0 ft. NGVD
BOTTOM SLOPE AS REQUIRED FOR DRAINAGE
 2. DIKE CREST AND BASIN INTERIOR
ELEVATIONS EXPRESSED AS SITE MEAN VALUE.

PROJECT	C-9313
DRAWN BY	
SHEET	5 of 6
DATE	Aug., 1995

Typical Dike and Ramp Sections, Vegetation Plan
Site V-26
Volusia County, Florida

TAYLOR ENGINEERING, INC.
9086 CYPRESS GREEN DRIVE
JACKSONVILLE, FLORIDA 32256