

LEASE

This Indenture entered into this 21st day of December, 1981, by and between the City of North Port, Florida, a political subdivision of the State of Florida (the Lessor) and the Jockey Club of North Port Property Owners' Association, Inc., a Florida Corporation not for profit (the Lessee).

WITNESSETH

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), receipt whereof by the Lessor is hereby acknowledged, the Lessor does hereby lease unto the Lessee that certain property of the Lessor situated in Sarasota County, Florida, and more accurately described in Exhibit A attached hereto and made a part hereof, together with any and all structures and improvements thereon, subject to utility and drainage easements previously reserved to and by General Development Corporation, its successors and assigns, and subject to all other restrictions, reservations, easements, covenants and limitations of record.

THE PARTIES HEREBY COVENANT AND AGREE:

1. The Lessee's leasehold interest granted hereunder shall be perpetual, terminable only as specified in Paragraph 2 hereof. The Lessee shall pay a rental of One Dollar (\$1.00) per calendar year or fraction thereof. Future rental payments shall be made on the first day of each calendar year.

2. The leasehold interest gained hereunder shall be terminable at the option of the Lessor when leased premises shall cease to be used by the Lessee for the purposes

described herein, provided, however, that the said leasehold interest shall always be terminable at the option of the Lessor upon failure of the Lessee to abide by any of the covenants and agreements set forth in this Lease.

3. The Lessee shall not occupy the said premises, nor will it permit the same to be occupied or used, for any business or any purpose deemed to be extra hazardous on account of fire or otherwise. The Lessee shall not commit or suffer waste of said premises, and shall keep said premises, both interior and exterior, in as good condition as the same were at the day of occupancy, normal wear, tear and damage by the elements excepted.

4. The leasehold interest created hereby may be transferred or assigned only to the Lessor or to such other corporation as may be created as a direct successor to the Lessee as a part of a change in the corporation, the substantial purpose of which is to enable the Lessee to qualify for such advantages as may be allowed such corporation by federal or state law, including laws relating to taxation.

5. At the termination of this Lease or any additional terms hereof, the Lessee shall quit and surrender the premises in as good condition and state as received, reasonable wear, tear and damage by the elements excepted.

6. The Lessee shall not construct or locate any buildings upon said premises nor make any alterations in or upon said premises without first obtaining the written consent of the Lessor. Any such construction, location or alteration made in or upon said premises shall be made at the sole cost, charge and expenses of the Lessee. The Lessee, locating or constructing any buildings upon these premises shall retain ownership of such buildings. The

Lessor shall have the right, in its sole discretion, to provide and pay for such improvements as may be necessary for the health, safety and welfare of the general public, and such improvements shall become the property of the Lessor at the expiration of the term of this Lease.

7. The Lessee shall at all times save and keep the Lessor free and harmless from any and all liabilities occasioned by any act or neglect of the Lessee, or any agent, employee, licensee, invitee or of any tenant of said premises holding under the Lessee. The Lessee shall also maintain and save harmless the Lessor against any loss, cost, damage or expense arising out of or in connection with any accident causing injury to any person or property, whomsoever and whatsoever and due directly or indirectly, or in part as a result of the occupancy or use thereof by the Lessee, or any other person or persons holding under said Lessee.

8. The Lessee shall maintain a general public liability insurance coverage for said premises in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) per person for personal injuries and Twenty-five Thousand Dollars (\$25,000.00) per incident for property damage, protecting the Lessor as owner, and further agrees to annually supply the Lessor with a Certificate of Insurance showing said insurance coverage to be in full force and effect.

The Lessee shall maintain casualty insurance on any improvements which may be constructed on the said premises in an amount adequate to cover any loss which might be sustained by reason of fire, flood, windstorm, vandalism, civil insurrection and/or similar casualties, protecting the Lessor as owner together with a loss pay-

able clause as the parties' interest may appear, and agrees to annually supply the Lessor with a Certificate of Insurance showing said insurance coverage to be in full force and effect.

9. The Lessee shall permit any duly authorized representative of the Lessor to enter and inspect at all reasonable times, and to make or recommend such repairs to the said premises as the Lessor may reasonably desire.

10. The Lessee shall pay all charges for gas, water, sewer, electricity, telephone and/or any other utilities used upon the premises.

11. The Lessee shall comply with all generally applicable requirements of the federal, state, county and city authorities with respect to the manner in which it uses the leased premises and with duly adopted rules and regulations now in effect (or which may be later adopted by mutual agreement of the Lessee and the Lessor) of the City Commission governing the said premises, excluding any and all buildings whose ownership remains with the Lessee.

12. All property of any kind that may be on the premises during the continuance of this Lease shall be at the sole risk of the Lessee and the Lessor shall not be liable to the Lessee or any other person or persons for any injury, loss or damage to property or to any person or persons on the premises.

13. The provisions, terms and conditions of this Lease shall not be construed as the consent of the City of North Port or the State of Florida, or any of their agencies, subdivisions or employees, to be sued because of said leasehold.

14. The waiver by the Lessor of any breach of the Lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

15. These presents are upon this condition: That except as provided for in this Lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may immediately or at any time thereafter, unless such default shall have been corrected, and without further notice or demands, enter into and upon the said premises or any part thereof and repossess the same as of their former estate and expel the Lessee and remove its effect forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this Lease shall terminate, but without prejudice to any remedy which might otherwise be used by the Lessor for any breach of the Lessee's covenants herein contained. Upon a default resulting in a surrender of the leased premises, or any other termination or surrender of the leasehold interest as provided herein, the Lessee shall have title to and possession of its personal property on the premises. All such property or any part of it may be liquidated at the discretion of the Lessee, and the proceeds therefrom, at the discretion of the Lessee, may be returned to the membership of the Jockey Club of North Port Property Owners' Association, Inc. on a pro rata basis, or may be retained by the Lessee, or may be transferred to its successors and assigns, or may be transferred to the Lessor.

16. It is mutually acknowledged and understood between the parties that this Lease is entered into as part of a plan of settlement of certain litigation between the Lessee and General Development Corporation regarding

the rights of the Lessee in and to the described premises. The parties further acknowledge that it is the spirit and intent of such plan of settlement that the subject property be reserved for the sole enjoyment and use of the Lessee's membership, under the terms and provisions of such by-laws, rules and regulations as the Lessee may from time to time adopt. It is further mutually understood and agreed that the sole legitimate interests of the Lessor in the subject property are, in addition to the interests which are protected by the general police powers of the Lessor, the following:

(1) The assurance that no uses or activities shall occur upon the subject property which would adversely affect the water quality of Myakkahatchee Creek (big slough) which lies adjacent to the subject property and which is a public water supply.

(2) The assurance that the ownership of the subject property will remain in the Lessor in the event the Lessee shall cease to exist and shall not have assigned its interests under this Lease to some other entity similar to itself and acceptable to the Lessor.

The parties therefore agree that the rights of the Lessee shall, subject to the provisions hereof, be as near as possible to the rights which the Lessee would have if it were the fee simple owner of the subject property, and that all the provisions of this Lease shall be subject to and construed and enforced according to the declarations of intent set forth in this paragraph.

17. In accordance with the provisions of the foregoing paragraph, the Lessee shall be fully responsible for

the management of the subject property, and shall have sole discretion and control as to the activities and uses conducted on or about it so long as the same do not constitute a breach of the covenants and agreements contained herein. The Lessee shall be solely responsible for maintaining the leased premises, and for maintaining any and all improvements which may be constructed thereon. Nothing herein contained shall be construed to prevent the Lessee from making such reasonable charges as it deems necessary, to, whether to the public or to its own members, for the use, maintenance and management of the subject property.

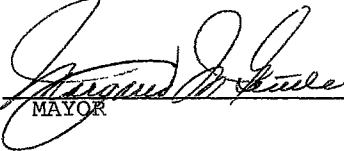
18. The Lessee shall not mortgage or encumber its leasehold interest, nor cause any lien to be put on said premises. In the event that a lien or encumbrance remains on said premises for ninety (90) days or more, after the Lessor receives notice of such lien or encumbrance, this Lease may be terminated at the option of the Lessor. In any event, the Lessee shall have sole financial responsibility of all costs, expenses and payment of any and all such liens and/or encumbrances.


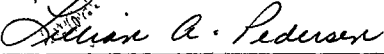
19. In the event the Lessor or the Lessee is required to pursue legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

20. All notices required to be served upon the Lessor shall be served by regular United States mail at the Municipal Building, 311 North Port Boulevard, City of North Port, Florida, 33596; and all notices required to be served upon the Lessee shall be served by regular United States mail to the Jockey Club of North Port Property Owners' Association, Inc., Appomattox at Pan American, North Port, Florida, 33596.

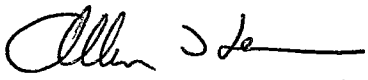
IN WITNESS WHEREOF, THE PARTIES have set their hand
and seal the day aforementioned.

CITY OF NORTH PORT, FLORIDA (Lessor)

BY: 
MAYOR


ATTEST:

CITY CLERK

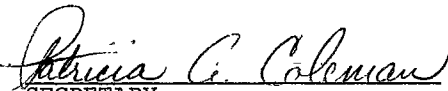
Approved as to form and correctness:


CITY ATTORNEY

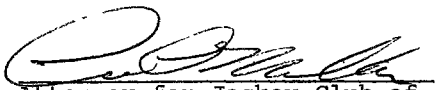
JOCKEY CLUB OF NORTH PORT PROPERTY
OWNERS' ASSOCIATION, INC.

BY: 
PRESIDENT

ATTEST:


SECRETARY

Approved:


Attorney for Jockey Club of
North Port Property Owners'
Association, Inc.

ADDENDUM NO. 1

LEASE OF PROPERTIES TO THE JOCKEY CLUB OF NORTH PORT
PROPERTY OWNERS' ASSOCIATION, INC.

CITY OF NORTH PORT, FLORIDA

THE FOLLOWING TRACTS LYING WITHIN THE FIFTY-SECOND
ADDITION TO PORT CHARLOTTE SUBDIVISION ACCORDING TO
THE PLOW THEREOF RECORDED IN PLAT BOOK 21, PAGES 13
AND 13A THROUGH 13NN, OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, STATE OF FLORIDA:

1. All of Tract "K" consisting of 2.10 $\frac{+}{-}$ acres and
Tract "L" consisting of 11.84 $\frac{+}{-}$ acres.

2. All of Tract "J" consisting of 2.15 $\frac{+}{-}$ acres reserv-
ing to General Development Corporation, its affiliates,
successors or assigns, that portion of Tract "J" lying
within the following described easement for a road and for
the installation, maintenance and repair of public utilities:
Beginning at the Northwesterly corner of Lot 1, Block 2642,
according to said plot run thence South 17°10'27" West along
the Westerly line of said Lot 1 and its Southerly extension
and along the Westerly line of said Tract "J", a distance of
331.53 feet to the Southwest corner of said Tract "J",
thence South 88°17'33" East along the Southerly line of said
Tract "J", a distance of 38.73 feet to the point of a curvature
of a circular curve concave Southerly having a radius of
940.00 feet; thence Easterly along the arc of said curve
through a central angle of 2°05'05" a distance of 34.20
feet; thence North 14°01'51" East a distance of 323.06 feet
to a point on the Northerly line of said Lot 1; thence North
88° 17'33" West along the Northerly line of said Lot 1, a
distance of 20.13 feet to the point of curvature of a circular
curve concave Northerly having a radius of 125.00 feet;
thence Westerly along said arc of said curve through a

central angle of 15°28'00" a distance of 33.74 feet to the POINT OF BEGINNING.

3. All of Tract "E" lying Northerly and Easterly of the Southeasterly extension of the Southwesterly line of Lots 25, 26, and 27 of Block 2638 consisting of 8.24 [±] acres reserving to General Development Corporation, its affiliates, successors or assigns the following described easement, lying within said Tract "E", being 20 feet in width and lying 10 feet on each side of the following described centerline, for drainage and the installation, maintenance and repair of public utilities; Beginning at the Southeast corner of Lot 10, Block 2638 according to said plot run South 77°19'33" East, a distance of 16.00 feet; thence North 50°59'34" East, a distance of 275.20 feet; thence North 25°35'55" East, a distance of 147.44 feet to the point on the Southerly right-of-way line of Mill Run Court and the end of said centerline description.



City of North Port

CHAPTER 2D - PLANNING & ZONING

ORDINANCE NO. 80-82

(Dedication and Acceptance of Public Property)

(Tracts D, E, F, G, J, K & L of Fifty-Second Addition)

AN ORDINANCE OF THE CITY OF NORTH PORT, FLORIDA, RELATING TO THE DEDICATION AND ACCEPTANCE OF CERTAIN PROPERTIES; PROVIDES FOR THE ACCEPTANCE OF DESCRIBED PROPERTIES; PROVIDES FOR THE USE OF SAID PROPERTIES; PROVIDES FOR THE RELEASE OF SAID PROPERTIES; PROVIDES FOR THE MAINTENANCE OF SAID PROPERTIES; PROVIDES FOR A SEVERABILITY CLAUSE; PROVIDES FOR A CONFLICT CLAUSE; PROVIDES FOR AN EFFECTIVE DATE.

WHEREAS, the General Development Corporation, by a duly executed Dedication Instrument, has dedicated certain properties to the City of North Port, Florida, for the use and benefit of the general public of this City, and

WHEREAS, the City of North Port considers it advisable to accept these dedicated properties and deemed that such dedication and acceptance to be in the interest of the health, safety and general welfare of its citizenry;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, TO WIT:

SECTION 1 - ACCEPTANCE CLAUSE: The City Commission hereby accepts the dedication, granting and conveyance of properties described herein from the General Development Corporation, a Delaware Corporation authorized to do business in the State of Florida, whose Post Office address is 1111 South Bayshore Drive, Miami, Florida 33131.

SECTION 2 - DESCRIPTION OF THE DEDICATED PROPERTIES CLAUSE: The tracts and/or parcels of land wholly situated within the corporate limits of the City of North Port, County of Sarasota, State of Florida, being herein dedicated and accepted, are as follows:

Tracts D, E, F, G, J, K & L of the Fifty-Second Addition to Port Charlotte Subdivision according to the Plat recorded in Plat Book 21 at Pages 13, 13A through 13NN of the Public Records of Sarasota County, Florida. Reserving to General Development Corporation, its affiliates, successors or assigns an easement for a road, installation, maintenance and repair of public utilities; thereon, the total of which is 59.71 acres ±:

1. That portion of Tract "D" being more specifically described as follows:

Beginning at the southeast corner of Lot 19, Block 2618 according to the Plat of said Fifty-Second Addition to Port Charlotte Subdivision, said point also being on the northwesterly right-of-way line of North Pan American Boulevard; run thence N 62°45'00" W along the southerly line of said Lot 19 for a distance of 100 feet; thence S 28°18'04" W a distance of 96.61 feet; thence S 60°48'52" E for a distance of 100 feet to a point on a circular curve concave northwesterly having a radius of 2960 feet and being on said northwesterly right-of-way line; thence from a tangent bearing of N 29°11'08" E run northeasterly along the arc of said curve and said right-of-way line through a central angle of 1°56'08" for a distance of 100 feet to the POINT OF BEGINNING.

2. That portion of Tract "E" being more specifically described as follows:

An easement for purposes of installation and maintenance of public utilities across Tract "E" according to the Plat of the Fifty-Second Addition to Port Charlotte Subdivision as recorded in Plat Book 21 at Pages 13, 13A through 13NN of the Public Records of Sarasota County, Florida. Said easement being 20 feet in width and lying 10 feet each side of the following described centerline:

Beginning at the southeast corner of Lot 10, Block 2638 according to said Plat run S $77^{\circ}19'33''$ E a distance of 16.00 feet; thence N $50^{\circ}59'34''$ E a distance of 275.20 feet; thence N $25^{\circ}34'55''$ E a distance of 147.44 feet to a point on the southerly right-of-way line of Mill Run Court and the end of said centerline description.

3. That portion of Tract "J" as described in O.R.B. 1274 at Pages 378 to 381 of the Public Records of Sarasota County, Florida, being more specifically described as follows:

An easement for a road, construction, maintenance and repair of public utilities, lying in Section 29, Township 39 south, Range 21 east, Sarasota County, Florida, and being a portion of Lot 1, Block 2642, a portion of Tract "J" and a portion of the 65 foot drainage right-of-way lying north of said Tract "J," all as shown on the Plat of Fifty-Second Addition to Port Charlotte Subdivision recorded in Plat Book 21, Pages 13 and 13A through 13NN of the Public Records of Sarasota County, Florida; further described as follows:

Beginning at the northwesterly corner of said Lot 1, run thence S $17^{\circ}10'27''$ W along the westerly line of said Lot 1 and its southerly extension and along the westerly

line of said Tract "J," a distance of 331.53 feet to the southwest corner of said Tract "J;" thence S 88°17'33" E along the southerly line of said Tract "J" a distance of 38.73 feet to the point of curvature of a circular curve concave southerly having a radius of 940.00 feet; thence easterly along the arc of said curve through a central angle of 2°05'05" a distance of 34.20 feet; thence N 14°01'51" E a distance of 323.06 feet to a point on the northerly line of said Lot 1; thence N 88°17'33" W along the northerly line of said Lot 1, a distance of 20.13 feet to the point of curvature of a circular curve concave northerly having a radius of 125.00 feet; thence westerly along the arc of said curve through a central angle of 15°28'00" a distance of 33.74 feet to the POINT OF BEGINNING.

SECTION 3 - USE OF PROPERTIES CLAUSE: The City Commission hereby commits these properties to the following uses:

- a. Use as open spaces, recreation purposes and other related activities for the benefit of the public.
- b. Use, maintenance and repair of drainage facilities and for temporary retention of storm water runoff from the property included and other contiguous property.

SECTION 4 - RELEASE OF PROPERTIES CLAUSE: Properties described herein shall not be used for any other purpose except that which is specified in Section 3 above. Whenever said properties shall be discontinued or cease to be used for the purposes described above, the title thereto shall ipso facto revert to General Development Corporation, its successors or assigns.

SECTION 5 - MAINTENANCE RESPONSIBILITIES CLAUSE: The City Commission, in consideration of the dedication of said properties, does hereby agree to maintain these properties for the purposes described herein.

SECTION 6 - SEVERABILITY CLAUSE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7 - CONFLICT CLAUSE: Any ordinance or portion thereof in conflict herewith is hereby repealed to the extent of such conflict.


SECTION 8 - EFFECTIVE DATE: This Ordinance shall become effective ten (10) days after final adoption pursuant to provisions of Section 14 of the City Charter.

APPROVED FOR ADOPTION on first reading held in public session this 15th day of September 1980 A.D.

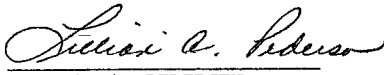
PASSED AND ADOPTED on the second and final reading held in public session this 22nd day of September 1980 A.D.

CITY OF NORTH PORT, FLORIDA

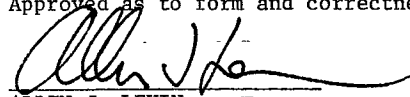
By:


MARGARET M. GENTLE
MAYOR

ATTEST:


LILLIAN A. PEDERSEN
CITY CLERK

Approved as to form and correctness:


ALLEN J. LEVIN
CITY ATTORNEY



City of North Port

CHAPTER 2D - PLANNING & ZONING

ORDINANCE NO. 81-96

(Dedication and Acceptance of Public Property)

(Amendment #1 to Ordinance No. 80-82)

AN ORDINANCE OF THE CITY OF NORTH PORT, FLORIDA, RELATING TO THE DEDICATION AND ACCEPTANCE OF CERTAIN PROPERTIES FROM GENERAL DEVELOPMENT CORPORATION; PROVIDES FOR AN AMENDMENT TO ORDINANCE NO. 80-82, DATED 22 SEPTEMBER 1980; PROVIDES FOR A SEVERABILITY CLAUSE; PROVIDES FOR A CONFLICT CLAUSE; PROVIDES FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, TO WIT:

SECTION 1 - AMENDING CLAUSE: Section 2 of Ordinance No. 80-82, dated 22 September 1980 is amended to read:

"Section 2 - DESCRIPTION OF DEDICATED PROPERTIES CLAUSE: The following tracts lying in the Fifty-Second Addition to Port Charlotte Subdivision according to the plat thereof recorded in Plat Book 21, Pages 13 and 13A through 13NN, of the Public Records of Sarasota County, Florida:

- (1) All of Tracts F, G, K and L.
- (2) All of Tract "D" reserving to General Development Corporation, its affiliates, successors or assigns, the following described easement for the installation, maintenance and repair of public utilities:
Beginning at the southeast corner of Lot 19,

Block 2618 according to the plat of said Fifty-Second Addition to Port Charlotte Subdivision, said point also being on the northwesterly right-of-way line of North Pan American Boulevard; run thence North $62^{\circ}45'00''$ West along the southerly line of said Lot 19 for a distance of 100 feet; thence South $28^{\circ}18'04''$ West a distance of 96.61 feet; thence South $60^{\circ}48'52''$ East for a distance of 100 feet to a point on a circular curve concave northwesterly having a radius of 2960 feet and being on said northwesterly right-of-way line; thence from a tangent bearing of North $29^{\circ}11'08''$ East run northeasterly along the arc of said curve and said right-of-way line through a central angle of $1^{\circ}56'08''$ for a distance of 100 feet to the POINT OF BEGINNING.

- (3) All of Tract "E" reserving to General Development Corporation, its affiliates, successors or assigns the following described easement, lying within said Tract "E," being 20 feet in width and lying 10 feet on each side of the following described centerline, for the installation, maintenance and repair of public utilities: Beginning at the southeast corner of Lot 10, Block 2638 according to said

plat run South $77^{\circ}19'33''$ East, a distance of 16.00 feet; thence North $50^{\circ}59'34''$ East a distance of 275.20 feet; thence North $25^{\circ}35'55''$ East, a distance of 147.44 feet to a point on the southerly right-of-way line of Mill Run Court and the end of said center-line description.

- (4) All of Tract "J" reserving to General Development Corporation, its affiliates, successors or assigns, the following described easement for a road and for the installation, maintenance and repair of public utilities: Beginning at the northwesterly corner of Lot 1, Block 2642, according to said plat run thence South $17^{\circ}10'27''$ West along the westerly line of said Lot 1 and its southerly extension and along the westerly line of said Tract "J," a distance of 331.53 feet to the southwest corner of said Tract "J," thence South $88^{\circ}17'33''$ East along the southerly line of said Tract "J," a distance of 38.73 feet to the point of curvature of a circular curve concave southerly having a radius of 940.00 feet; thence easterly along the arc of said curve through a central angle of $2^{\circ}05'05''$ a distance of 34.20 feet; thence North $14^{\circ}01'51''$ East a distance of 323.06 feet to a point on the northerly

line of said Lot 1; thence North 88°17'33"
West along the northerly line of said Lot 1,
a distance of 20.13 feet to the point of
curvature of a circular curve concave north-
erly having a radius of 125.00 feet; thence
westerly along the arc of said curve through
a central angle of 15°28'00" a distance of
33.74 feet to the POINT OF BEGINNING.

(5) All of which contains 59.71 acres, more or
less."

SECTION 2 - SEVERABILITY CLAUSE: If any section, subsection, sentence,
clause, phrase or portion of this Ordinance is for any reason held invalid or
unconstitutional by any court of competent jurisdiction, such portion shall be
deemed a separate, distinct and independent provision and such holding shall
not affect the validity of the remaining portions thereof.

SECTION 3 - CONFLICT CLAUSE: Any ordinance or portion thereof in con-
flict herewith is hereby repealed to the extent of such conflict.


SECTION 4 - EFFECTIVE DATE CLAUSE: This Ordinance shall become effective
ten (10) days after final adoption pursuant to provisions of Section 15 of the
City Charter.

APPROVED FOR ADOPTION on the first reading held in public session this
26th day of May 1981 A.D. .

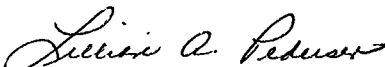
PASSED AND ADOPTED on the second and final reading held in public session
this 1ST day of June 1981 A.D.

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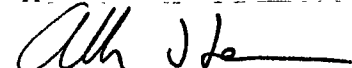
CITY OF NORTH PORT, FLORIDA

By: 
MARGARET M. GENTLE
MAYOR

ATTEST:


LILLIAN A. PEDERSEN
CITY CLERK

Approved as to form and correctness:


ALLEN J. LEVIN
CITY ATTORNEY