



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

October 2, 2013

Re: Overdue Sovereign Submerged Land Easement

BOT File No: 060235946 – City of Fort Lauderdale, Florida

TO WHOM IT MAY CONCERN:

On February 26, 2013 a sovereign submerged land (**easement**) instrument was emailed to you with instructions to execute the instrument and return it to our office within 30 days. To date, we have not yet received the executed instrument. Please accept this notice that you do not have the required authorization from the Board of Trustees of the Internal Improvement Trust Fund (BOT) to use the sovereign submerged land. **Please note that any use of sovereign submerged lands requires written authorization from the BOT. Any use without such written authorization will be considered a willful violation of Chapter 253, Florida Statutes.**

Upon receipt and acceptance of the instrument plus payment of any fees that may be due, we will execute the (**easement**) instrument and return it to you for recording in the county records where the facility is located.

If you have any questions, please feel free to contact me at 850/245-2555.

Sincerely,

Kathy C. Griffin

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

mb/kcg
cc: File

www.dep.state.fl.us

2013 OCT -4 PM 12:11
CITY MANAGER

This Instrument Prepared By:
Kathleen Pezone
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

BOT FILE NO. 060235946
EASEMENT NO. 41357
PA NO. 06-0296508-001

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Fort Lauderdale, Florida hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 16,
Township 50 South, Range 42 East, in South Fork of New River,
Broward County, as is more particularly described
and shown on Attachment A, dated May 21, 2012.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from July 18, 2011, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for a breakwater structure and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0296508-001, dated July 18, 2011, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

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10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee 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 or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

19. ACCRETION INTEREST: In further consideration of the issuance of this easement by the Grantor, Grantee consents to the construction and maintenance of the structures authorized hereunder and expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

City of Fort Lauderdale, Florida

(SEAL)

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF _____

COUNTY OF _____

BY:

Original Signature of Executing Authority

John P. "Jack" Seiler

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

"GRANTEE"

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by John P. "Jack" Seiler as Mayor, for and on behalf of City of Fort Lauderdale, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No.

Printed, Typed or Stamped Name

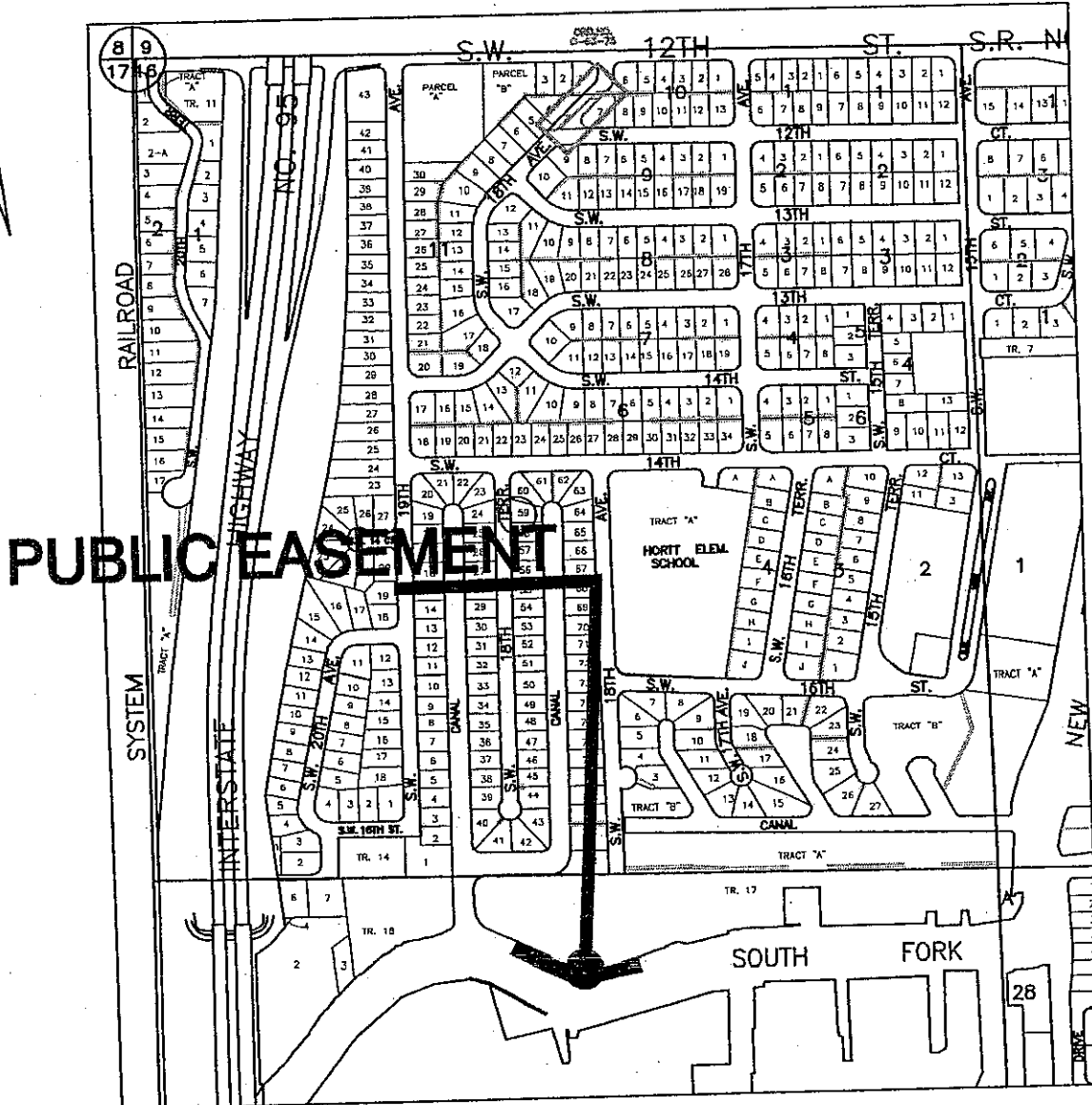
LOCATION SKETCH

RECEIVED

JUN 04 2012

THIS IS NOT A SURVEY

FL DEP
WEST PALM BEACH



NOT VALID UNLESS SIGNED AND SEALED WITH A RAISED SEAL.

- P.O.B. DENOTES POINT OF BEGINNING
- P.B. DENOTES PLAT BOOK
- P.O.C. DENOTES POINT OF COMMENCEMENT

ANTHONY R. IRVINE
PROFESSIONAL SURVEYOR AND MAPPER NO.4420
STATE OF FLORIDA

SHEET V-1 OF 3

CITY OF FORT LAUDERDALE		
PROJECT NO. 11183		
SEC. 16-50S-42E		
SOUTH FORK NEW RIVER		
BY: T.I.	ENGINEERING	DATE: 6-16-11
CHK'D KTC	DIVISION	SCALE: N.T.S.

6/16/11 4-133-95

LEGAL DESCRIPTION

THIS IS NOT A SURVEY



DESCRIPTION: PUBLIC SUBMERGED LAND EASEMENT

A PORTION OF SOVEREIGN SUBMERGED LANDS LYING UNDER THE WATERS OF THE SOUTH FORK NEW RIVER IN SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 16; THENCE NORTH 88°19'45" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1083.25 FEET; THENCE SOUTH 01°40'15" EAST, A DISTANCE OF 186.49 FEET MORE OR LESS TO INTERSECT THE MEAN HIGH WATER LINE OF THE SOUTH FORK NEW RIVER, SAID POINT HAVING FLORIDA STATE PLANE COORDINATES OF 929916.0 EAST AND 642647.0 NORTH AND ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 401.5 FEET MORE OR LESS TO A POINT HAVING STATE PLANE COORDINATES OF 930289.0 EAST AND 642584.4 NORTH; THENCE SOUTH 11°11'16" EAST, A DISTANCE OF 27.93 FEET MORE OR LESS TO A POINT 20 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION EASEMENT NUMBER 30010, SAID POINT HAVING FLORIDA STATE PLANE COORDINATES OF 930294.5 EAST AND 642557.0 NORTH; THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 20 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF SAID EASEMENT NUMBER 30010, FOR 409 FEET MORE OR LESS TO A POINT HAVING FLORIDA STATE PLANE COORDINATES OF 929906.3 EAST AND 642620.0 NORTH; THENCE NORTH 19°52'36" EAST, A DISTANCE OF 28.66 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 9358 SQUARE FEET, OR 0.2148 ACRES MORE OR LESS.

FLORIDA STATE PLANE COORDINATES REFERENCED HEREON ARE EAST ZONE AND WERE DERIVED FROM A COMBINATION OF REAL TIME KINEMATIC GPS OBSERVATIONS AND MEASUREMENTS MADE FROM RECTIFIED ORTHOGRAPHIC AERIAL PHOTOGRAPHY PROVIDED BY BROWARD COUNTY PROPERTY APPRAISERS OFFICE.

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON FLORIDA STATE PLANE COORDINATES EAST ZONE.

NOT VALID UNLESS SIGNED AND SEALED WITH A RAISED SEAL.

- P.O.B. DENOTES POINT OF BEGINNING
- P.B. DENOTES PLAT BOOK
- P.O.C. DENOTES POINT OF COMMENCEMENT

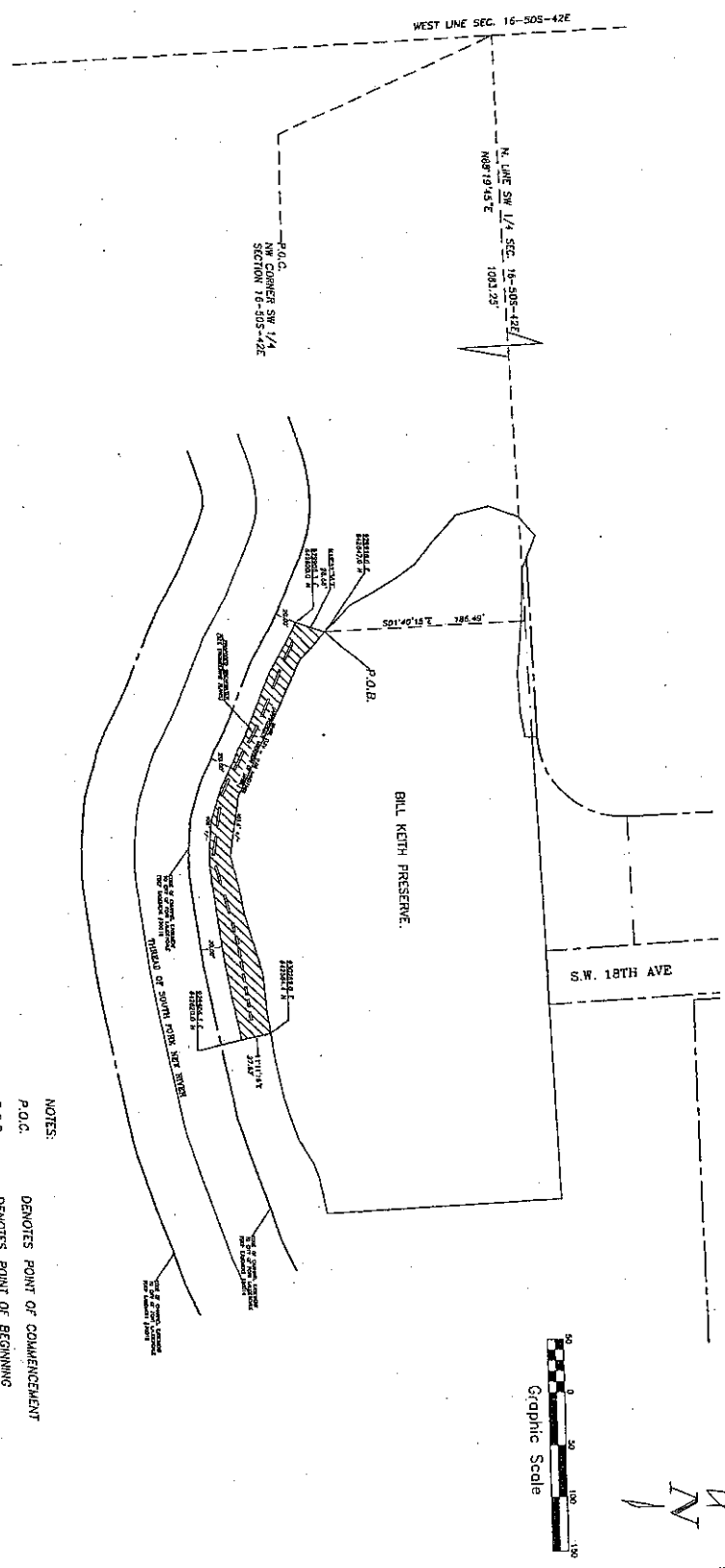
ANTHONY R. IRVINE
PROFESSIONAL SURVEYOR AND MAPPER NO.4420
STATE OF FLORIDA

SHEET V-2 OF 3

CITY OF FORT LAUDERDALE		
PROJECT NO. 11183		
SEC. 16-50S-42E		
SOUTH FORK NEW RIVER		
BY: T.I.	ENGINEERING	DATE: 6-16-11
CHK'D KTC	DIVISION	SCALE: N.T.S.

6/16/11 4-133-95

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



NOTES:

- P.O.C. DENOTES POINT OF COMMENCEMENT
- P.O.B. DENOTES POINT OF BEGINNING
- MHWL DENOTES MEAN HIGH WATER LINE

MHWL ELEVATION WAS DETERMINED FROM INFORMATION PROVIDED ON THIS SURVEY BY KATHLEEN HALL, P.S.M. 4103, DATED 7/09/02. THIS ELEVATION WAS RELATIVE TO NGVD 1929 AND WAS CONVERTED TO NAVD 1988 USING THE NOAA GEODETIC TOOLKIT.

THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH A RAISED SURVEYOR'S SEAL.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: 5/21/11

ARTHUR S. IRVING
 PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 MAPPER NO. 4420

SHEET NO. V-3 OF 3 TOTAL SHEETS 3 DATE 5/21/11 DRAWING TITLE 4-121-85	PROJECT # P-11183 BILL KEITH PRESERVE PUBLIC EASEMENT DRAWING SKETCH AND DESCRIPTION	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHG.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	BY	CHG.	DESCRIPTION																					CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE <small>100 North Andrews Avenue, Fort Lauderdale, Florida 33301</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DRAWN BY: TL</td> <td>DATE: 05/16/11</td> </tr> <tr> <td>DESIGNED BY: TL</td> <td>SCALE: As shown</td> </tr> <tr> <td>CHECKED BY: KTD</td> <td> </td> </tr> <tr> <td>FIELD BOOK: </td> <td> </td> </tr> </table>	DRAWN BY: TL	DATE: 05/16/11	DESIGNED BY: TL	SCALE: As shown	CHECKED BY: KTD		FIELD BOOK: 	
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