## PREPARED BY AND RETURN TO:

Folio No. $\qquad$

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), made this $\qquad$ day of , 2013, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 hereinafter "GRANTOR" ", or "CITY".
and
FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, whose address is 415 E. Country Club Circle, Plantation, Florida 33317 hereinafter "GRANTEE".

## WITNESSETH:

A. Grantor is the fee title owner of: (i) certain improvements consisting of, among other things, wells ("Wells") located upon real property more particularly described in Exhibit "A" attached hereto ("Well Property") and (ii) that certain real property more particularly described in Exhibit "B" located adjacent and contiguous to the Well Property (referred to as the "Easement Areas").
B. Grantor owns and operates the Fort Lauderdale Country Club, a private golf course, with a main address of 415 E. Country Club Circle, Plantation, Florida ("Golf Course") which is located adjacent and contiguous to the Easement Areas.
C. Grantor has determined that the Wells are no longer needed for municipal purposes and pursuant to Section 8.04(f) of the City Charter has agreed to this Easement Agreement and future conveyance of the Well Property contingent upon the Grantee acquiring a consumptive use permit in order to acquire property needed by the Grantor for its wellfield as more
particularly set forth in the Settlement and Remediation Agreement between the Grantor and Grantee.
D. Grantor has agreed to grant to Grantee, pursuant to the terms and conditions hereinafter set forth, easements for ingress and egress over the Easement Areas for access to the Wells, as well as easements for installation of irrigation systems, operations of the Wells and maintenance and other matters for the purpose of irrigating the Golf Course, as provided below.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.
2. Easement Areas. Grantor hereby grants to Grantee and its agents, employees, licensees and invitees, a non-exclusive easement on, over, under and across the Easement Areas and Well Property for the purposes of accessing and operating the Wells located on the Well Property, and for the installation and maintenance of pipes, irrigation lines and similar below ground components from the Golf Course through the Easement Areas and to the Wells for Grantee's use of the Wells to irrigate the Golf Course. The easement for Grantee's use of the Wells on the Well Property to irrigate the Golf Course is specifically conditioned upon Grantee obtaining a consumptive use permit and any other necessary permits from the applicable governmental authorities. Grantee agrees that it will not utilize the Wells for extracting water until such permit(s) are obtained.
3. Maintenance and Repair. Grantee shall be responsible for the repair and maintenance of the Easement Areas, the Wells and the Well Property as described herein, but not for repair or maintenance necessitated solely by the acts or omissions of Grantor, its agents or employees. Grantee shall use due care to maintain the Easements Areas, the Wells and the Well Property in a safe condition. Grantee shall not be responsible for the maintenance and repair of any Grantor owned improvements or facilities located on the Easement Areas, unless damage to said improvements or facilities is necessitated by the acts or omissions of the Grantee, its agents or employees.
4. Insurance. Grantee shall maintain on the Easement Areas, Wells and Well Property, at Grantee's sole expense: comprehensive general liability with combined single limits of not less than Two Million Dollars (\$2,000,000.00), on which policy(ies) City shall be an additional insured and be entitled to thirty (30) days' written notice of any cancellation or modification of said policy(ies). A certificate or duplicate policy(ies) showing such policy(ies) in force shall be delivered to City and updated or renewed certificates or policies shall be delivered to City throughout the term of this

Agreement. City shall have the right to review the amount of comprehensive general liability insurance provided by Grantee at ten (10) year intervals following the date of this Agreement. If at the time of such review, the City requires lessees of City-owned property to provide insurance coverage in an amount in excess of Two Million Dollars ( $\$ 2,000,000.00$ ) minimum combined single limits, then the amount of insurance required herein of Grantee may be increased to the amount generally required to be provided by lessees of City property and Grantee agrees to provide same in accordance with the provisions of this Easement. Failure by the Grantee to maintain such insurance after written demand therefor, and the expiration of one hundred twenty (120) days' notice, shall constitute a default by the Grantee.
5. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless City from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs) arising from, or connected to Grantee's use of the Easement Areas, Wells or Well Property.
6. Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Areas, Wells and Well Property, including, without limitation, the right to grant further easements for all uses, including operation of the Grantor's well field; provided, however, such additional easements given by Grantor shall not be inconsistent or unreasonably interfere with the easement rights granted herein. Grantee's easement pursuant to this Agreement shall not be inconsistent with or unreasonably interfere with Grantor's use of the Easement Areas or Well Property or Grantor's well field. Grantor shall, at no cost to Grantee, upon (i) request of Grantee and (ii) Grantee's receipt of the requisite permit for the use of the Wells, convey title to the Well Property to Grantee, by virtue of a quit claim deed in the form attached hereto as Exhibit "C." Upon such conveyance, the easement as related to the Well Property and Grantor's ownership rights related thereto, shall terminate, provided, however, that the easement rights granted to Grantee for the remainder of the Easement Areas shall continue in full force and effect.
7. Default. If any party fails to comply with any provision of this Agreement, such party shall be deemed to be a "Defaulting Party." In such event, any other party (who shall be deemed to be a "Non-Defaulting Party") may, upon thirty (30) days prior written notice to the Defaulting Party (or, in the event of emergency, such lesser notice as is reasonable under the circumstances), proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the Defaulting Party. Within thirty (30) days of written demand (including providing copies of invoices reflecting costs), the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default, together with interest thereon at the Default Rate. The Default Rate shall be the "Prime Rate" from time to time publicly announced by the Wall Street Journal. After the delivery of written notice in accordance with the provisions of this Section, failure by Grantee to comply with any of the terms or conditions of this Agreement, shall be sufficient grounds for Grantor to terminate this Agreement; provided, however, the foregoing right to terminate shall not be exercised by Grantor if,
within the thirty (30) day notice period: (i) Grantee cures the default; or (ii) if the default is curable by other than payment of money, but cannot reasonably be cured within such time period, Grantee begins to cure such default within such time period and diligently pursues such action to completion.
8. Notices. All notices, demands, statements, and requests ("Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given or served as of the date the same are: (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the address set forth above; or (ii) one (1) business day following the delivery, to a private express package courier, prepaid, addressed to the address set forth above. The refusal of a party to accept certified or registered mail or of a private courier package delivery service shall be deemed delivery on the date of such refusal. A party may change its address for Notice by Notice to the other given in accordance with the provisions of this paragraph.
9. Duration. It is the intent of the parties that the easements granted herein shall be perpetual, run with the Easement Areas, and shall inure to the benefit of Grantee, its successors and assigns, subject to the termination by Grantor as provided in Section 7 above.
10. Entire Agreement. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing.
11. Governing Law; Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the state courts of Broward County.
12. Construction. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.
13. Attorneys' Fees: In the event a party brings suit to enforce any provision of this Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees at trial and appellate levels).

## [THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation
$\overline{\text { Witness }}$
By:
John P. "Jack" Seiler, Mayor

Print Name

## Witness

By:
Lee Feldman, City Manger
Print Name

Approved as to form:

By:
ATTEST:

| Jonda K. Joseph, City Clerk |  |
| :--- | :--- |
| STATE OF FLORIDA | ) |
| COUNTY OF BROWARD |  |

The foregoing instrument was acknowledged before me this day of , 2013 by JOHN P. "JACK" SEILER, Mayor of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced $\qquad$ as identification.

Notary Public, State of Florida Print Name:

Commission No.:
My Commission Expires:
$\qquad$

## STATE OF FLORIDA

## COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of , 2013 by LEE FELDMAN, City Manager of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced identification.

Notary Public, State of Florida Print Name:

Commission No.:
My Commission Expires:

FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation

Witness

## Print Name

Witness

Print Name

Witness
Print Name
Witness
Print Name

By:
Name: Jean Smith
Title: President

By:
Name: Joseph Angella
Title: Secretary

The foregoing instrument was acknowledged before me this $\qquad$ day of _, 2013 by , as of Fort Lauderdale Country Club, Inc., a Florida not-for-profit corporation. He/she/they is/are ( ) personally known to me or ( ) has/have produced as identification.
(NOTARY SEAL)
Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

STATE OF FLORIDA
COUNTY OF BROWARD
)
)
)

The foregoing instrument was acknowledged before me this $\qquad$ day of , , 2013 by , as $\qquad$ of Fort Lauderdale Country Club, Inc., a Florida not-for-profit corporation. He/she/they is/are ( ) personally known to me or ( ) has/have produced as identification.

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires: $\qquad$

## EXHIBIT <br> A


（SKETCH AND DESCRIPTION ONLY－NOT A SURVEY）

## LEGAL DESCRIPTION：（FUTURE TRANSFER PARCEL）

A portion of South Tract，AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB，according to the Plat thereof，as recorded in Plat Book 42，at Page 46，of the Public Records of Broward County， Florida，and being more particularly described as follows：

COMMENCE at the Easternmost corner of said South Tract，said corner also being the beginning of a curve concave to the Northwest，having a radius of 250.00 feet，and from said point a radial line bears South $47.54^{\prime} 59^{\prime \prime}$ West，the following two（2）courses being coincident with the Easterly boundary of said South Tract；Thence Southwesterly along the arc of said curve，through a central angle of $130^{\circ} 59^{\prime} 13^{\prime \prime}$ ，a distance of 571.54 feet to a point of tangency；Thence South $88^{\circ} 54^{\prime} 12^{\prime \prime}$ West，a distance of 40.46 feet to a point curvature with a curve concove to the Southeast having a radius of 200.10 feet，the following course being coincident with the boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB and the Easterly boundary of said South Tract；Thence Southwesterly along the arc of soid curve，through a central angle of $60^{\prime} 26^{\prime \prime} 43^{\prime \prime}$ ，a distance of 211.10 feet； Thence North $61^{\prime} 32^{\prime} 31^{\prime \prime}$ West，a distance of 10.63 feet to the POINT OF BEGINNING；Thence South $88^{\circ} 54^{\prime} 12^{\prime \prime}$ West，a distance of 40.00 feet；Thence North $01^{\prime} 05^{\prime} 48^{\prime \prime}$ West，a distance of 40.00 feet；Thence North $88^{\circ} 54^{\prime} 12^{\prime \prime}$ East，a distance of 40.00 feet；Thence South $01^{\circ} 05^{\prime} 48^{\prime \prime}$ East，a distance of 40.00 feet to the POINT OF BEGINNING．

Said lands lying and situate in the City of Plantation，Broward County，Florida，containing 0.037 acres， more or less．

Subject to existing easements，rights－of－way，covenants，reservations and restrictions of record，if any．

## NOTES：

1．UNLESS IT 日EARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING，SKETCH，PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID．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．

2．LANDS SHOWN hEREON WERE NOT AbStracted by ibl GROUP，INC．FOR EASEMENTS AND RIGHTS－OF－WAY OF RECORD．

3．DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY．

4．bearings are based on the southeasterly line of tract＂D＂，amended plat of portion of lauderdale golf and country club，said southeasterly line having a日EARING OF NORTH 28＊26＇59＂EAST．

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5. IBI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO.
LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES.
```

| REVISIONS |  | DATE |
| :--- | :--- | :--- |
|  |  | BY |
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## CERTIFICATION：

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and bellief and that it meets the Minimum Technical Standards set forth by the Florlda Board of Professional Surveyors And Mappers in Chapter $5 \mathrm{~J}-17.050$ through 5J－17．052，Florida Administrative Code．

For The Flrm： I日I Group．Inc．


| 1BI | IBI GROUP, Inc. Engineers authorization Li 5610 SURVEYORS PLANNERS |
| :---: | :---: |
| GROUP |  |

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

LEGAL DESCRIPTION: (FUTURE TRANSFER PARCEL)

## PARCEL-8

A portion of North Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of West Tract as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY; Thence North $89^{\circ} 49^{\prime} 49^{\prime \prime}$ East along the Northerly boundary of said West Tract, a distance of $1,741.18$ feet; Thence South $00^{\prime \prime} 10^{\prime \prime} 11^{\prime \prime}$ East, a distance of $1,402.16$ feet to a point on the Eosterly boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence South $00^{\circ} 00^{\prime} 02^{\prime \prime}$ West along the Easterly boundary of said Reserved area, a distance of 87.38 feet; Thence North $89^{\circ} 59^{\prime} 58^{\prime \prime}$ West, a distance of 73.68 feet to the POINT OF BEGINNING; Thence continue North $89^{\circ} 59^{\prime} 58^{\prime \prime}$ West, a distance of 40.00 feet; Thence North $00^{\prime} 00^{\prime} 02^{\prime \prime}$ East, a distance of 40.00 feet; Thence South $89^{\circ} 59^{\prime} 58^{\prime \prime}$ East, a distance of 40.00 feet; Thence South $00^{\circ} 00^{\prime} 02^{\prime \prime}$ West, a distance of 40.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 0.037 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS IT bEARS THE SIGNATURE AND THE ORIGINAL

RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. 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.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY I日I gROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER instruments and does not constitute a field survey.
4. bearings are based on the southeasterly line of TRACT "D". AMENDED PLAT OF PORTION OF LAUDERDALE GOLF and country club, said southeasterly line having a日EARING OF NORTH 28*26'59" EAST.
5. IBI GROUP. INC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.


## CERTIFICATION:

1 HEREBY CERTIFY that the attached Sketch and Descriptlon is true and correct to the best of my knowledge and bellef and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers In Chapter $5 \mathrm{~J}-17.050$ through 5J-17.052, Florida Administrative Code.

For The Firm: 181 Group, Inc.

| REVISIONS | DATE |  |
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| 1BI |  |
| :---: | :---: |
| GROUP |  |

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

## LEGAL DESCRIPTION: (FUTURE TRANSFER PARCEL)

## PARCEL-9

A portion of North Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of West Tract os shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence North $89^{\circ} 49^{\prime} 49^{\prime \prime}$ East along the Northerly boundary of said West Tract, a distance of $2,070.70$ feet; Thence South $00^{\prime \prime} 0^{\prime} 11^{\prime \prime}$ East, a distance of 494.55 feet to a point on the Northerly boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence South $51^{\circ} 26^{\prime} 59^{\prime \prime}$ West along the Northerly boundary of said Reserved area, a distance of 225.44 feet; Thence South $38^{\prime} 33^{\prime} 01^{\prime \prime}$ East, a distance of 156.21 feet to the POINT OF BEGINNING; Thence continue South $38^{\circ} 33^{\prime} 01^{\prime \prime}$ East, a distance of 40.00 feet; Thence South $51^{\prime 2} 26^{\prime} 59^{\prime \prime}$ West, a distance of 40.00 feet; Thence North $38^{\circ} 33^{\prime} 01^{\prime \prime}$ West, a distance of 40.00 feet; Thence North $51^{\circ} 26^{\prime} 59^{\prime \prime}$ East, a distance of 40.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 0.037 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL

RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS GY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIEITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "D", AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, SAID SOUTHEASTERLY LINE HAVING A EEARING OF NORTH $28^{\circ} 26^{\prime} 59^{\prime \prime}$ EAST.
5. IBI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.


## CERTIFICATION:

I HEREGY CERTIFY that the attached Skatch and Description is true and correct to the best of my knowledge and bellef and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers In Chapter 5J-17.050 through $5 \mathrm{~J}-17.052$, Florlda Administrative Code.

For The Firm: IBI Group, Inc.

DATE: $4 / 26 / 13$


|  | IBI GROUP, Inc. AUTHORIZATION Li 5610 ENGINEERS SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS |
| :---: | :---: |
| GROUP |  |

(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

LEGAL DESCRIPTION: (FUTURE TRANSFER PARCEL)
PARCEL-24
A portion of South Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Easternmost corner of said South Tract, said corner also being the point of curvature for a curve concave to the Northwest having a radius of 250.00 feet as shown on said plat; Thence North $42^{\circ} 05^{\prime} 01^{\prime \prime}$ West along on Easterly boundary of said South Tract, a distance of 171.81 feet, the following course being coincident with the boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB and the Easterly boundary of said South Tract; Thence continue North $42^{\circ} 05^{\prime} 01^{\prime \prime}$ West, a distance of 180.36 feet; Thence South $47^{\circ} 54^{\prime} 59^{\prime \prime}$ West, a distance of 14.36 feet to the POINT OF BEGINNING; Thence continue South $477^{\circ} 54^{\prime} 59^{\prime \prime}$ West, a distance of 40.00 feet; Thence North $42^{\circ} 05^{\prime} 01^{\prime \prime}$ West, a distance of 40.00 feet; Thence North $47^{\prime} 54^{\prime} 59^{\prime \prime}$ East, a distance of 40.00 feet; Thence South $42^{\circ} 05^{\prime} 01^{\prime \prime}$ East, a distance of 40.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 0.037 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. 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.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER instruments and does not constitute a field survey.
4. bearings are based on the southeasterly line of TRACT "D", AMENDED PLAT OF PORTION OF LAUDERDALE GOLF and country club, said southeasterly line having a BEARING OF NORTH $28^{\circ} 26^{\prime} 59^{\prime \prime}$ EAST.
5. IEI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.


## CERTIFICATION:

| AGRICULTURE AND CONSUMER SERVICES. |
| :--- |
| REVISIONS |
|  |

I HEREEY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and bellef and that it meets the Minimum Technical Standards set forth by the Florida Board of Professlonal Surveyors And Mappers in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Cade.

For The Firm: IBI Group, Inc.


## EXHIBIT B

| IBI GROUP, Inc. AUTHORIZATION $\#$ LB 5610 |  |
| :---: | :---: |
| ENGINEERS SU | SURVEYORS PLANNERS |
| LANDSCAPE ARCHITECTS | environmental consultants |
| $\begin{aligned} & 2200 \text { PARK CENTRAL 8LVD. N. } \\ & \text { SUTE TOO } \\ & \text { POMPANO BEACH, FLORIDA, } 33084 \\ & \text { (954) } 974-2200 \end{aligned}$ |  |

## LEGAL DESCRIPTION: ACCESS AND USE EASEMENT

A portion of South Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Easternmost corner of said South Tract, said corner also being the beginning of a curve concave to the Northwest, having a radius of 250.00 feet, and from said point a radial line bears South $47 * 54^{\prime} 59^{\prime \prime}$ West, the following two (2) courses being coincident with the Easterly boundary of said South Tract; Thence Southwesterly along the arc of said curve, through a central angle of $130^{\circ} 59^{\prime} 13^{\prime \prime}$, a distance of 571.54 feet to a point of tangency, Thence South $88^{\circ} 54^{\prime} 12^{\prime \prime}$ West, a distance of 40.46 feet to the POINT OF BEGINNING; said point also being the beginning of a curve concave to the Southeast having a radius of 200.10 feet and a central angle of $89.55^{\prime} 55^{\prime \prime}$, the following two (2) courses being coincident with the boundary of that certain Reserved area os shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB and the Easterly boundary of said South Tract; Thence Southwesterly along the arc of said curve, a distance of 314.08 feet to a point of reverse curvature with a curve concave to the West, having a radius of 250.00 feet and a centrol angle of $18^{\prime} 30^{\prime} 23^{\prime \prime}$; Thence Southerly along the arc of said curve, a distance of 80.75 feet, the following four (4) courses being coincident with the boundary of said Reserved area; Thence South $88^{\circ} 54^{\prime} 12^{\prime \prime}$ West, a distance of 186.88 feet; Thence North $010^{\circ} 05^{\prime} 48^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $88^{\circ} 54^{\prime} 12^{\prime \prime}$ East, a distance of 400.00 feet; Thence South $01^{\circ} 05^{\prime} 48^{\prime \prime}$ East, a distance of 120.80 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 2.580 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. 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.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY IB GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT "D". AMENDEO PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, SAID SOUTHEASTERLY LINE HAVING A EEARING OF NORTH $28^{\circ} 26^{\prime} 59^{\prime \prime}$ EAST.
5. IBI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO. LE5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.


## CERTIFICATION:

I HEREBY CERTIFY thot the attached Sketch and Descrlption is true and correct to the best of my knowledge and belief and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter $5 \mathrm{~J}-17.050$ through $5 \mathrm{~J}-17.052$, Florlda Administrative Code.

For The Firm: IBI Group, Inc.


(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

## LEGAL DESCRIPTION: ACCESS AND USE EASEMENT

Portions of North Tract and West Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, os recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said West Troct; Thence North $89^{\circ} 49^{\prime} 49^{\prime \prime}$ East along the Northerly boundary of said West Tract, a distance of 1,741.18 feet; Thence South $00^{\prime \prime} 10^{\prime \prime} 11^{\prime \prime}$ East, a distance of $1,402.16$ feet to the POINT OF BEGINNING, the following five (5) courses being coincident with the boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence South $00^{\circ} 00^{\prime} 02^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $89^{\circ} 59^{\prime} 58^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $00^{\circ} 00^{\prime} 02^{\prime \prime}$ East, a distance of 386.76 feet; Thence North 37.04'01" West, a distance of 16.59 feet; Thence South $89^{\circ} 59^{\prime} 58^{\prime \prime}$ East, a distance of 410.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 3.675 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL Purposes only and is not valid. 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.
2. Lands shown hereon were not abstracted by lei GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. bearings are based on the southeasterly line of TRACT "D". AMENDED PLAT OF PORTION OF LAUDERDALE GOLF and country club, said southeasterly line having a BEARING OF NORTH $28^{\circ} 26^{\prime} 59^{\prime \prime}$ EAST.
5. IEI GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED EY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.


LOCATION SKETCH (NOT TO SCALE)

## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description Is true and correct to the best of my knowledge and beliaf and that it meets the Minimum Technical Standards set forth by the Florida Board of Professional Survayors And Mappers in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code.

For The Firm: isi Group, Inc.

PROFESSIONAL SURVEYOR and MAPPER $\$ 5999$ STATE OF FLORIDA


(SKETCH AND DESCRIPTION ONLY - NOT A SURVEY)

## LEGAL DESCRIPTION: ACCESS AND USE EASEMENT

Portions of North Tract and West Tract, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, according to the Plat thereof, as recorded in Plat Book 42, at Page 46, of the Public Records of Broward County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said West Tract; Thence North $89^{\circ} 49^{\prime} 49^{\prime \prime}$ East along the Northerly boundary of said West Tract, a distance of 2,070.70 feet; Thence South $00^{\prime} 10^{\prime \prime} 11^{\prime \prime}$ East, a distance of 494.55 feet to the POINT OF BEGINNING, the following four (4) courses being coincident with the boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence South $38^{\circ} 33^{\prime} 01^{\prime \prime}$ East, a distance of 400.00 feet; Thence South $51^{\prime} 26^{\prime} 59^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $38^{\circ} 33^{\prime} 01^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $51^{\prime} 26^{\prime} 59^{\prime \prime}$ East, a distance of 400.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 3.673 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS it bears the signature and the original RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. 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.
2. Lands shown hereon were not abstracted by lb GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER instruments and does not constitute a field survey.
4. bearings are based on the southeasterly line of TRACT " ${ }^{\text {" }}$, amended plat of portion of lauderdale golf and country club, said southeasterly line having a BEARING OF NORTH $28^{\circ} 26^{\prime} 59^{\prime \prime}$ EAST.
5. I日I GROUP, INC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

| REVISIONS |  |  |  |  |  |  |  |  | DATE | BY |
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## CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description is true and correct to the best of my knowledge and belief and that if meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors And Mappers in Chapter $5 \mathrm{~J}-17.050$ through $5 \mathrm{~J}-17.052$, Florida Administrative Code.

For The FIrm: |BI Group, Inc.


WILLIAM N. FIELD, P.S.M PROFESSIONAL SURVEYOR and MAPPER $\$ 5999$ STATE OF FLORIDA

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| (SKETCH AND DESCRIPTION ONLY - NOT A SURVEY) ACCESS AND USE EASEMENT |  |  |  |  |  |  |
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# IBI 

IBI GROUP, Inc. authorization ib 5610


LEGAL DESCRIPTION: ACCESS AND USE EASEMENT
A portion of South Troct, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, occording to the Plat thereof, as recorded in Plat Book 42, ot Page 46, of the Public Records of Broword County, Florida, and being more particularly described as follows:

COMMENCE at the Easternmost corner of said South Tract, said corner also being the point of curvature for a curve concave to the Northwest having a radius of 250.00 feet as shown on said plat; Thence North $42^{\circ} 05^{\prime} 01$ " West along an Easterly boundary of said South Tract, a distance of 171.81 feet to the POINT OF BEGINNING, the following three (3) courses being coincident with the boundary of that certain Reserved area as shown on said AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; Thence South $47^{\circ} 54^{\prime} 59^{\prime \prime}$ West, a distance of 237.00 feet; Thence North $42^{\circ} 05^{\prime} 01^{\prime \prime}$ West, a distance of 400.00 feet; Thence North $47^{\circ} 54^{\prime} 59^{\prime \prime}$ East, a distance of 187.94 feet to a point at the beginning of a non-tangent curve concave to the Southwest, having a radius of 500.00 feet, and from said point a radial line bears South $22^{\prime} 19^{\prime} 19^{\prime \prime}$ West, the following two (2) courses being coincident with the boundary of said Reserved area and the Easterly boundary of said South Tract; Thence Southeasterly olong the arc of said curve, through a central angle of $25^{\prime} 35^{\prime} 40^{\prime \prime}$, a distance of 223.35 feet to a point of tangency; Thence South $42^{\circ} 05^{\prime} 01^{\prime \prime}$ East, a distance of 184.00 feet to the POINT OF BEGINNING.

Said lands lying and situate in the City of Plantation, Broward County, Florida, containing 2.097 ocres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

## NOTES:

1. UNLESS it bears the signature and the original RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS GY OTHER THAN THE SIGNING party or parties is prohibited without written consent of the signing party or parties.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED GY IBI GROUP, INC. FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. bearings are based on the southeasterly line of TRACT "D", AMENDED PLAT OF PORTION OF LAUDERDALE GOLF and COUNTRY CLUB, SAID SOUTHEASTERLY LINE HAVING A BEARING OF NORTH 28.26'59" EAST.
5. IBI GROUP, iNC.'S CERTIFICATE OF AUTHORIZATION NO. LB5610 IS ISSUED BY THE FLORIDA DEPARTMENT OF agriculture and consumer services.

| REVISIONS | DATE | BY |
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## EXHIBIT C

This instrument Prepared By
And when recorded return to:
Stephen K. Tilbrook, Esq.
Shutts \& Bowen, LLP
200 E. Broward Blyd., Suite 2100
Fort Lauderdale, FL 33301

## QUIT CLAIM DEED

(City of Fort Lauderdale /Fort Lauderdale Country Club. Inc.)
THIS INDENTURE, is made as of the $\qquad$ day of $\qquad$ , 20 $\qquad$ , between CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Grantor") and FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, whose address is 415 Country Club Circle, Plantation, Florida 33317 ("Grantee").

Witnesseth that, Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in County of Broward, and State of Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witness

Print Name

Witness

## Print Name

## ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation

By:
John P. "Jack" Seiler, Mayor

By:
Lee Feldman, City Manger

Approved as to form:

By:
Assistant City Attorney

Jonda K. Joseph, City Clerk

## STATE OF FLORIDA

COUNTY OF BROWARD
) ) )

The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ , 20 by JOHN P. "JACK" SEILER, Mayor of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced as identification.

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

## STATE OF FLORIDA

The foregoing instrument was acknowledged before me this $\qquad$ day of $20 \ldots$ by LEE FELDMAN, City Manager of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced
$\qquad$ as identification.
(NOTARY SEAL)

Notary Public, State of Florida Print Name:<br>Commission No.:<br>My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

