

This Instrument Prepared By:
Tiana D. Brown
Action No. 43441
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

EASEMENT NO. 42543
BOT FILE NO. 060358996
PA NO. 06-374260-002-EG

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 01, Township 50 South, Range 42 East, in Intracoastal Waterway,
Broward County, Florida, containing 12.651 square feet, more or less,
as is more particularly described and shown on Attachment A, dated August 25, 2020.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 19, 2021, 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 subaqueous force main pipes and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection General Permit No. 06-374260-002-EG, dated July 21, 2020, 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. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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 and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

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 the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the 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, Florida
Attention: Daniel Fisher
100 N Andrews Avenue
Fort Lauderdale, FL 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 paragraph 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. AMENDMENT/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.

15. 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.

16. 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 from 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.

17. 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(63), 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.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, 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.

Original Signature

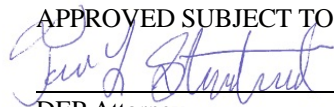
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, 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 SUBJECT TO PROPER EXECUTION:



4//29/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Fort Lauderdale, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Dean J. Trantalis
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Dean J. Trantalis as Mayor, for and on behalf of City of Fort Lauderdale, Florida. He is personally known to me or who has produced _____, as identification

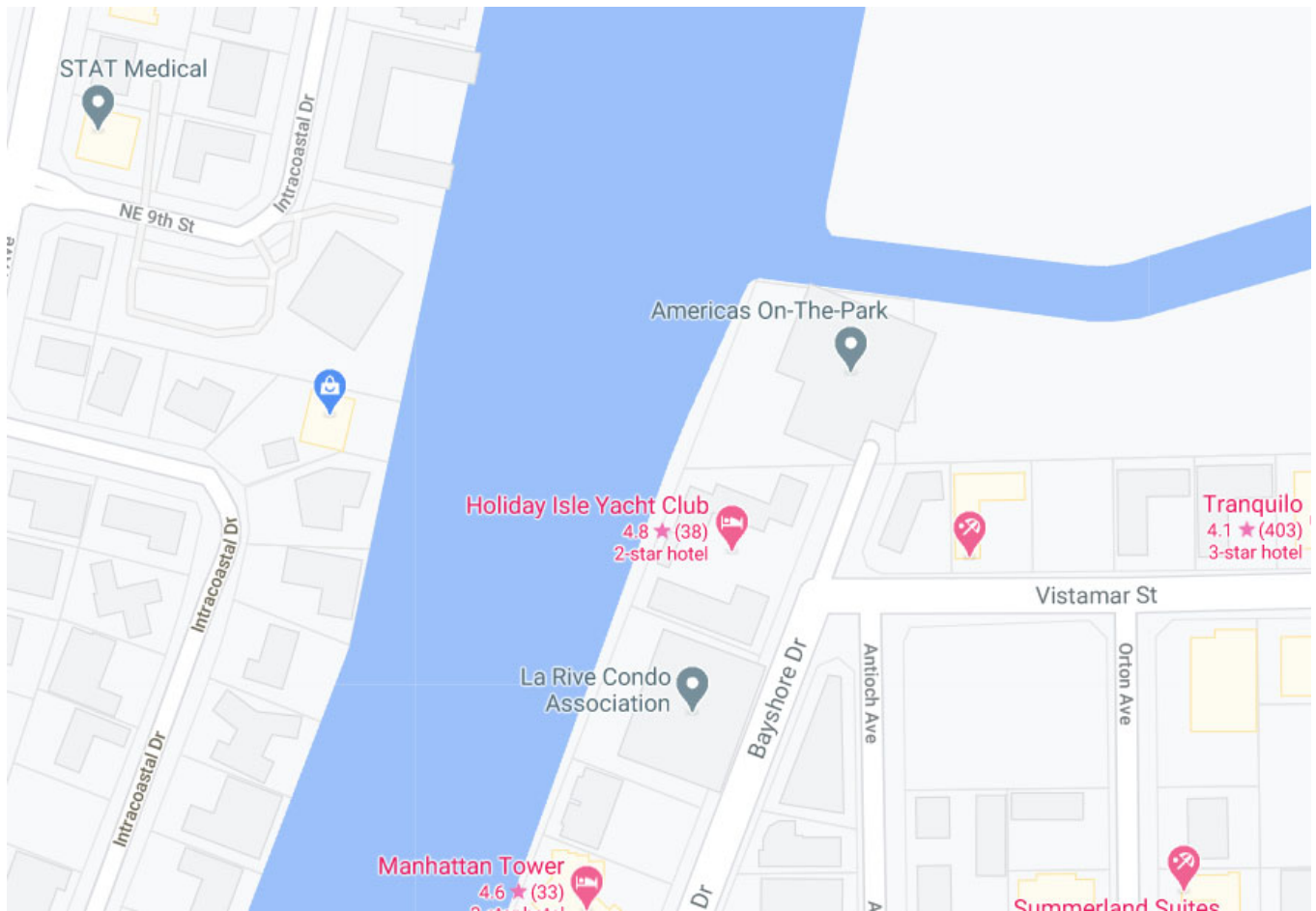
My Commission Expires:

Signature of Notary Public

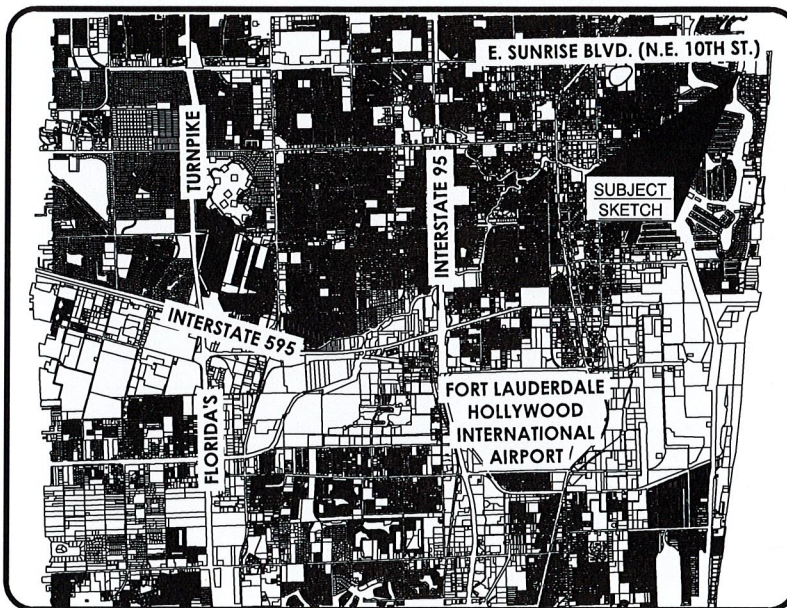
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



**INTRACOASTAL WATERWAY
SOVEREIGN SUBMERGED LAND EASEMENT
14-INCH FORCE MAINS
A PORTION OF SECTION 1, TOWNSHIP 50 SOUTH, RANGE 42 EAST
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**



LOCATION MAP

1" = 1000'

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

Plat of "SUNRISE" recorded in Plat Book 28, at Page 42 of the Public Records of Broward County, Florida.
Plat of "BIRCH OCEAN FRONT SUBDIVISION No. 2" recorded in Plat Book 21, at Page 22 of the Public Records of Broward County, Florida.
Broward County Highway Construction and Engineering Division map for Section 1, Township 50 South, Range 42 East.

Bearings and Coordinates shown hereon are referenced to grid north based upon the State Plane Coordinate System, Florida East Zone, North American Datum of 1983 (2011 Adjustment).

This sketch is a field survey performed on October 2, 2019 and recorded in the electronic field book.

Seawall (1) Elevation: Top=3.46 / Bottom=Unknown (NAVD '88)
Seawall (2) Elevation: Top=3.49 / Bottom=Unknown (NAVD '88)
Seawall (3) Elevation: Top=3.48 / Bottom=Unknown (NAVD '88)

A Mean High Water Elevation of 0.26 feet is reported for Tide Interpolation Point # 82 (County: Broward, Quad Name: Pompano Beach, NAVD '88 DATUM).

Linear Footage of shoreline within the easement is 75.81 feet.

Linear Units are Survey Feet.

All distances are Grid.

This map is intended to be displayed at a scale of 1" = 100' or smaller.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Restrictions with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information were furnished other than what is cited in the above pertinent information used for the preparation of this document, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE (BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA):

I hereby certify to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida that the Sketch and Legal Description shown hereon is true and correct to the best of my knowledge and belief.

LONGITUDE SURVEYORS LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number LB1335

By: Eduardo M. Suarez, FSM Signature Date: 12-2-21
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE:
Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

LONGITUDE SURVEYORS

**CITY OF FORT LAUDERDALE
INTRACOASTAL WATERWAY 31' WIDE SOVEREIGN SUBMERGED LAND
EASEMENT 14" FORCEMAINS**

7769 NW 48TH STREET SUITE 375 DORAL FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

JOB No. 182100021 PAGE 1 OF 3

LEGAL DESCRIPTION:

ALL SOVEREIGNTY LANDS LYING WITHIN THE FOLLOWING DESCRIBED LANDS BEING OVER AND ACROSS THE INTRACOASTAL WATERWAY, BEING IN THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 50 SOUTH, RANGE 42 EAST, FORT LAUDERDALE, BROWARD COUNTY, FLORIDA:

COMMENCE AT THE CALCULATED POINT OF INTERSECTION OF THE CENTERLINES OF BAYSHORE DRIVE AND VISTAMAR STREET (P.B. 21 - PG. 22)

THENCE RUN N20°46'06"E, 176.95 FEET FROM THE CALCULATED POINT OF INTERSECTION OF THE CENTERLINES OF BAYSHORE DRIVE AND VISTAMAR STREET, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF BAYSHORE DRIVE AND THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 19 (P.B. 21 - PG. 22);

THENCE RUN S88°12'51"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 37.90 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 1;

THENCE CONTINUE S88°12'51"W ALONG THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 184.08 FEET, TO THE NORTHWESTERLY CORNER OF SAID LOT 1;

THENCE CONTINUE S88°12'51"W ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 14.15 FEET, TO THE WEST EDGE (WETFACE) OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE, SAID WETFACE OF SEAWALL AND MEAN HIGH WATER LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY;

THENCE RUN N20°18'51"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 2.33 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE N20°18'51"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 4.67 FEET;

THENCE CONTINUE S69°41'09"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 7.00 FEET, TO THE WEST EDGE OF ANOTHER EXISTING SEAWALL AND SAID MEAN HIGH WATER LINE;

THENCE RUN N20°18'51"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 17.87 FEET;

THENCE CONTINUE N22°14'30"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 3.94 FEET;

THENCE CONTINUE N21°13'16"E ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 7.06 FEET, TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 340.00 FEET;

THENCE FROM A RADIAL BEARING OF S10°45'18"W FROM THE CENTER OF SAID CURVE, RUN WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 42°22'10" FOR AN ARC DISTANCE OF 251.43 FEET TO A POINT OF TANGENCY;

THENCE RUN N36°52'33"W FOR A DISTANCE OF 46.99 FEET, TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 360.00 FEET;

THENCE RUN NORTHWESTERLY AND WESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°29'18" FOR AN ARC DISTANCE OF 103.60 FEET TO A NON-TANGENT POINT OF INTERSECTION WITH THE EAST EDGE OF AN EXISTING WETFACE OF SEAWALL AND MEAN HIGH WATER LINE, SAID WETFACE OF SEAWALL AND MEAN HIGH WATER LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY;

THENCE RUN S11°48'05"W ALONG SAID WETFACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 35.27 FEET, TO A NON-TANGENT POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 340.00 FEET;

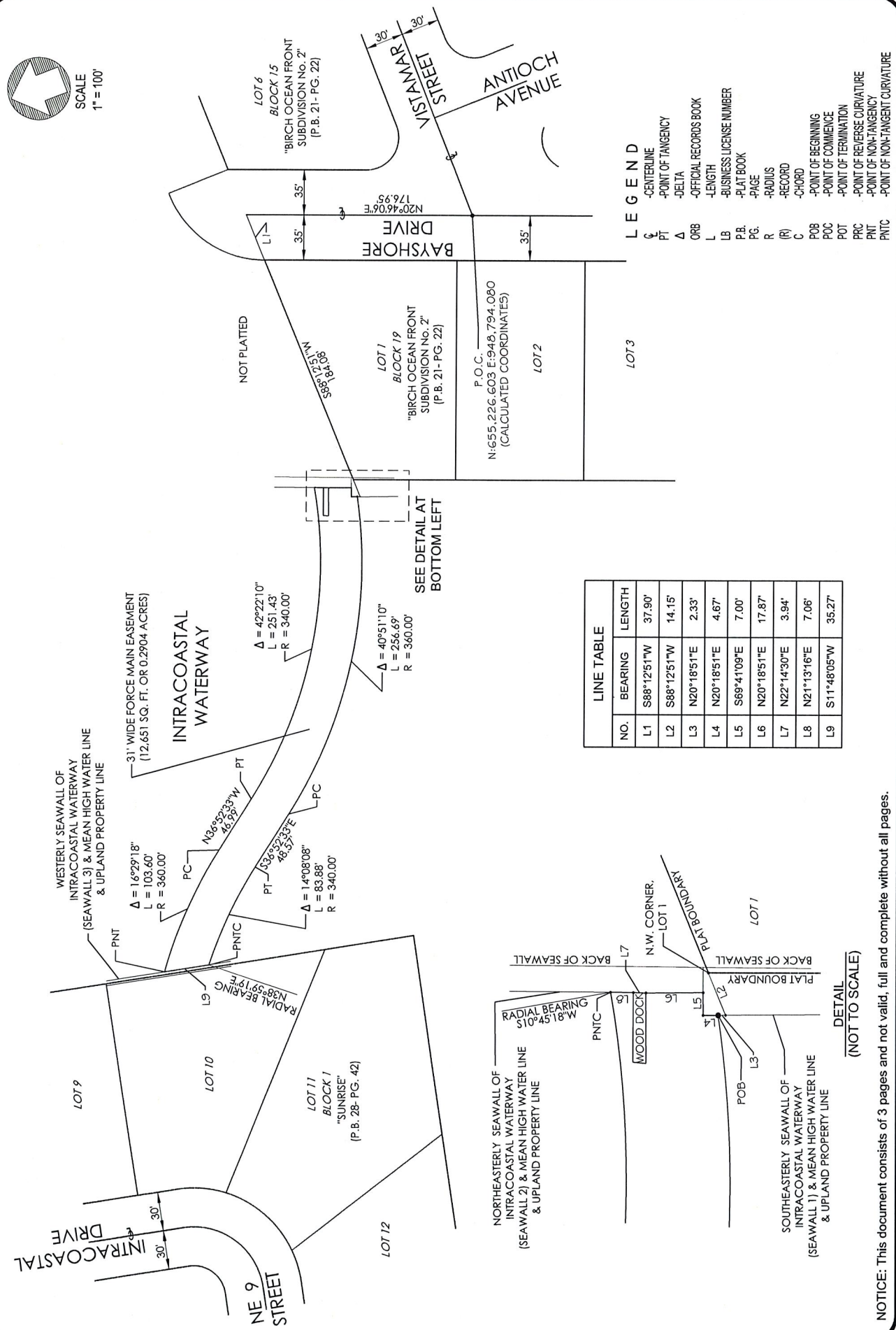
THENCE FROM A RADIAL BEARING OF N38°59'19"E FROM THE CENTER OF SAID CURVE, RUN SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°08'08" FOR AN ARC DISTANCE OF 83.88 FEET TO A POINT OF TANGENCY;

THENCE RUN S36°52'33"E FOR A DISTANCE OF 48.57 FEET, TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET;

THENCE RUN SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°51'10" FOR AN ARC DISTANCE OF 256.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 12,651 SQUARE FEET AND/OR 0.290 ACRES, MORE OR LESS.

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

n.d.k.

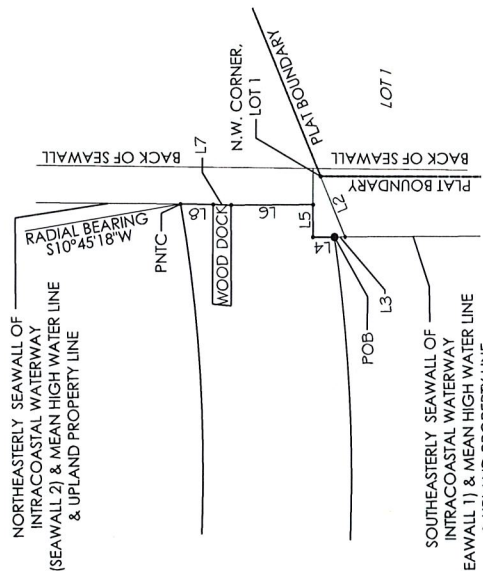


LEGEND

- CENTERLINE
- POINT OF TANGENCY
- DELTA
- OFFICIAL RECORDS BOOK
- LENGTH
- BUSINESS LICENSE NUMBER
- PLAT BOOK
- PAGE
- RADIUS
- RECORD
- CHORD
- POINT OF BEGINNING
- POINT OF COMMENCE
- POINT OF TERMINATION
- POINT OF REVERSE CURVATURE
- POINT OF NON-TANGENCY
- POINT OF NON-TANGENT CURVATURE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S88°12'51"W	37.90'
L2	S88°12'51"W	14.15'
L3	N20°18'51"E	2.33'
L4	N20°18'51"E	4.67'
L5	S69°41'09"E	7.00'
L6	N20°18'51"E	17.87'
L7	N22°14'30"E	3.94'
L8	N21°13'16"E	7.06'
L9	S11°48'05"W	35.27'

DETAIL
(NOT TO SCALE)



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