

P ① ✓ 9/25/15 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT:

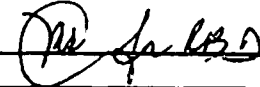
BEACH STORM DAMAGE REDUCTION CONSENT OF USE

Approved Comm. Mtg. on: 08/18/15 CAM #: 15-0983 ITEM #: M-1

Routing Origin: CAO Also attached: copy of CAM Original Document

1) **City Attorney's Office:** Approved as to Form / # One Original Delivered to City Manager on August 24, 2015.

Robert B. Dunckel



CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward One original to Mayor.

3) **Mayor:** Please sign as indicated and forward One original to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Please return One original to ~~Laura Gomer~~, CAO.

Meredith (Bob)

For Recording

Original Route form to ~~Laura Gomer~~, CAO, Extension 5036

Meredith

BEACH STORM DAMAGE REDUCTION
CONSENT OF USE

GRANTORS: CITY OF FORT LAUDERDALE
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

GRANTEE: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FL,
a political subdivision of the State of Florida
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

DATE: Date Broward County 2011

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is acknowledged, Grantor grants, to the fullest extent of its interest, to Grantee, its agents, successors, and assigns, consent of use in, on, over, and across the land described in Exhibit "A" for use by the Board of County Commissioners of Broward County, Florida ("County"), its representatives, agents, contractors, and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the rights: to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Broward County Shore Protection Project, together with the rights: of public use only on the portion of Grantors' property described in Exhibit "A;" to plant vegetation on said dunes and berms; to facilitate preservation of dunes and vegetation; to remove from said land debris and obstructions within the limits of the easement all in support of and in accordance with the authorized federal Broward County Shore Protection Project – Segment II reserving, however, to the Grantor, its heirs, successors, and assigns, the right to construct beach access structures in accordance with any applicable federal, state, or local laws or regulations, provided that: such structures shall not violate the integrity of the dune in shape, dimension, or function; prior approval of the plans and specifications for such structures is obtained from the designated representative of the County; and such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the project; and further reserving to the Grantor, its heirs, successors, and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby created and conveyed; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines and further subject to the terms and conditions of those certain public beach purposes easements in favor of the general public.

The term of this consent of use shall commence on the date that Broward County awards the contract for the first construction of Segment II of the Broward County Shore Protection Project and shall terminate fifty (50) years after the date of completion of the first construction of the project. In the event the County fails to award the contract for construction of Segment II of the Broward County Shore Protection Project on or before December 31, 2016, this consent of use shall automatically terminate and be cancelled of record.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the date first above written.

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type or print name]

K. Sprouck
Katerina Sprouckides
[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE
By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

ATTEST: [Signature]
Jeff Modarelli,
Senior Assistant City Clerk

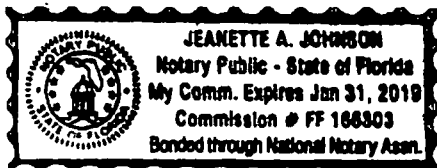
Approved as to form:

[Signature]
Robert B. Dunckel, Asst. City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

[Handwritten initials]

My Commission Expires:

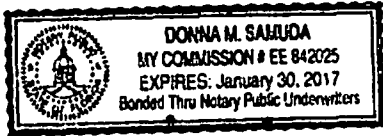
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

Stanley D. Hawthorne, Acting City Manager for:

The foregoing instrument was acknowledged before me this 18th day of
September, 2015, by LEE R. FELDMAN, City Manager of the CITY OF FORT
LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not
take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Donna H. Samuda
Name of Notary Typed,
Printed or Stamped

My Commission Expires January 30, 2017

EE 842025
Commission Number

Handwritten initials

Exhibit "A" Legal Description – Fort Lauderdale Beach

That portion of the property between the North Boundary of Section 30, Township 49 South, Range 42 East (centerline of Oakland Park Boulevard) on the North to Reference Monument Marker R72 on the South that is landward of the Mean High Water Line (MHWL) or Erosion Control Line (ECL), where one exists or will be established in the future, and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

LESS AND EXCEPT:

The North 1551.5 feet (as measured at right angles) of Section 6, Township 50 South, Range 43 East, Broward County, Florida, lying East of State Road A-1-A, and lying West of the Atlantic Ocean, lying and being in Broward County, Florida;

AND FURTHER LESS AND EXCEPT:

The South 1,343.43 feet of Section 31, Township 49 South, Range 43 East, Less the South 943.43 feet thereof; said lands lying, situate and being in Broward County, Florida.

RBD