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BROWARD COUNTY COMMISSION
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This Instrument Prepared By:
Frank Votra
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 LEASE RENEWAL AND
MODIFICATION TO REFLECT INCREASE IN SQUARE FOOTAGE

No. 061391506
PA No. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Lauderdale, Florida, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 10, Township 50 South, Range 42 East, in New River, Broward County, containing 42,480 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 8, 2005.

TO HAVE THE USE OF the hereinabove described premises from February 10, 2006, the effective date of this modified lease renewal, through April 12, 2015, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a thirty-two (32) slip docking facility with boat ramp exclusively to be used for mooring of commercial and recreational vessels in conjunction with an upland marina, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and with liveaboards as defined in paragraph 28, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this Lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (2,279 square feet) of \$305.76, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of the lease for the entire lease area (42,480 square feet) shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires. **HOWEVER, THE LESSEE'S PAYMENT OBLIGATION HERUNDER IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE CITY COMMISSION. IF NO APPROPRIATION IS MADE, LESSEE SHALL IMMEDIATELY VACATE THE LEASED PREMISES AND REMOVE ALL STRUCTURES THEREON.**

[01]

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

CLD

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. **ASSIGNMENT OF LEASE RENEWAL:** This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee 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 Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Lauderdale
C/o Supervisor of Marine Facilities
100 North Andrews Avenue
Fort Lauderdale, Florida, 33301

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. **TAXES AND ASSESSMENTS:** The Lessee 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 lease renewal.

15. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. **MAINTENANCE OF FACILITY /RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

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

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

30. SPECIAL LEASE CONDITIONS:

A. Lessee shall maintain for the term of this lease and any subsequent renewal periods the manatee informational display and manatee awareness signs.

B. The Lessee shall ensure compliance with the specific stipulation of this lease that no less than sixteen (16) slips of the total thirty-two (32) slips will be made available exclusively to nonpower vessels such as such as sailboats. No powercraft will be allowed in these slips. This requirement may be modified, at the discretion of the Lessor, if Broward County adopts a manatee protection plan acceptable to the Department of Environmental Protection.

C. A minimum of 90 percent of the wet slips at the marina shall be made available for rent to the public maintained on a "first-come, first-served" basis. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility and at the upland entrance to the marina which are clearly visible to passing boaters and the general public. The signs shall contain language clearly indicating that no less than 90 percent of the slips within this docking facility are available for rental by the general public. Any dockage rate sheet publications and dockage advertising for the marina shall clearly state that the wet slips are open to the public on a "first-come, first-served" basis.

WITNESSES:

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

Brent
Original Signature

Brent Bronning
Print/Type Name of Witness

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

(SEAL)

BY: Jeffery M. Gentry

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, 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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of August, 2006
by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, 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.

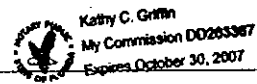
APPROVED AS TO FORM AND LEGALITY:

James D. Rubin
DEP Attorney

Kathy C. Griffin
Notary Public, State of Florida

Kathy C. Griffin
Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No. _____

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

Camilla R. Helm
Camilla R. Helm
[Witness type or print name]

[Signature]
Jim Naugle, Mayor

[Signature]
SONYA M. SAMUDA
[Witness type or print name]

[Signature]
George Gretsas, City Manager
ATTEST:

(CORPORATE SEAL)

[Signature]
Jonda K. Joseph
City Clerk

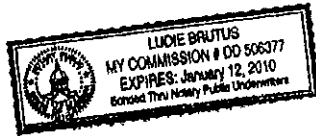
APPROVED AS TO FORM:

[Signature]
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this August 4, 2006,
by JIM NAUGLE, 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)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Ludie Brutus
Name of Notary Typed,
Printed or Stamped

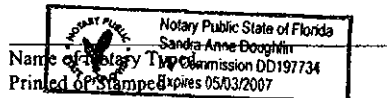
My Commission Expires: January 12, 2010
DD 506377
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 28th day of July, 2006,
by GEORGE GRETSAS, 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)

[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



My Commission Expires: 05/03/2007
Commission Number DD 197734

Legal Description

A Parcel of sovereignty submerged land in Section 10, Township 50 South, Range 42 East in the New River, in Fort Lauderdale, Broward County, Florida, more particularly described as follows:

PARCEL "A"

Commencing at the Northwest corner of Section 10, Township 50 South, Range 42 East; thence North 88°00'21" East along the North line of Section 10, a distance of 978.40 feet to an intersection with the centerline of Southwest 7th Avenue; thence South 01°00'00" East feet along said centerline to a found iron pipe in concrete, said point being the intersection with the Northwesterly prolongation of the centerline of William H. Marshall Bridge over New River; thence continue South 01°00'00" East 48.85 feet to an intersection with Northwesterly prolongation of the Southwesterly right-of-way line of said bridge; thence South 55°58'20" East along said Southwesterly line 504.22 feet to an intersection with the face of seawall along New River, said intersection being the POINT OF BEGINNING; thence continue along said Southwesterly right-of-way line 55.03 feet; thence South 32°02'45" West 114.55 feet; thence South 47°00'37" West 281.52 feet; thence South 42°59'23" East 5.00 feet; thence South 47°00'37" West 163.20 feet; thence South 33°07'53" West 63.48 feet; thence North 56°52'07" West 60.00 feet to an intersection with the face of seawall; thence North 33°07'53" East along said face of seawall 70.80 feet; thence North 47°00'37" East along said face of seawall 444.82 feet; thence North 32°02'45" East along said face of seawall 109.20 feet to the POINT OF BEGINNING, containing 35,479 square feet.

TOGETHER WITH PARCEL "B"

Commencing at the Northwest corner of Section 10, Township 50 South, Range 42 East; thence North 88°00'21" East along the North line of Section 10, a distance of 978.40 feet to an intersection with the centerline of Southwest 7th Avenue; thence South 01°00'00" East 1,313.24 feet to an intersection with the prolongation of the Northwesterly right-of-way line of William H. Marshall Bridge over New River; thence South 55°58'20" East along said Northwesterly line 558.12 feet to an intersection with the face of seawall along New River, said intersection being the POINT OF BEGINNING; thence North 32°02'45" East, along said face seawall 96.43 feet; thence North 11°12'07" East along said seawall 19.77 feet; thence South 78°47'53" East 55.00 feet; thence South 11°12'07" West 29.89 feet; thence South 32°02'54" West 108.46 feet to a point in the Northwesterly right-of-way line of said bridge over New River; thence North 55°58'20" West along said right-of-way line 55.03 feet to the POINT OF BEGINNING; containing 7,001 square feet.

All of said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and contain 42,480 square feet or 0.9752 acres more or less.

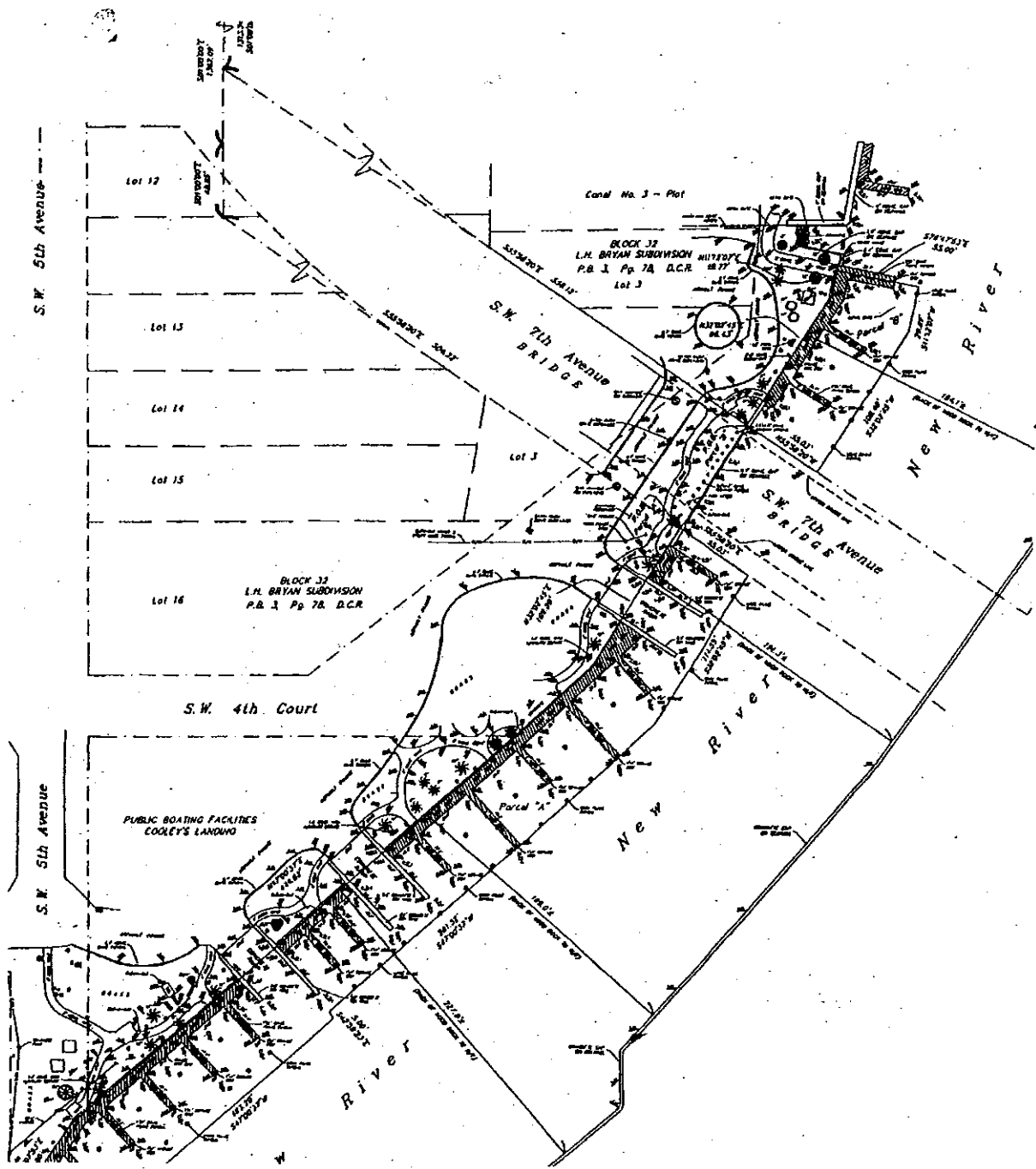
CERTIFICATION

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 6th day of October, 2004.
Revised Submerged Land Area, this 8th day of December, 2005.

McLAUGHLIN ENGINEERING COMPANY


JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269



304751

FILED 863 MAR 11 1957

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR BROWARD COUNTY, AT LAW

CITY OF FORT LAUDERDALE, a municipal corporation of Florida,

NO. 9506-C

Petitioner,

-vs-

WILLIAM FRANK MARSHALL, et al.,

Defendants.

STATE OF FLORIDA, BROWARD COUNTY

This instrument filed for record

FEB 25 1957

and recorded MINUTES OF CIRCUIT COURT

Page 103 Record Verified

FRANK H. MARKS, Clerk

By [Signature] D. C.

J U D G M E N T

THIS CAUSE, coming on for trial before the Honorable James H. Walden, one of the Judges of the above styled Court, and RICHARD H. HAY and eleven other men of the County of Broward, State of Florida, who, being duly sworn according to law to try what compensation shall be made to the defendants for the properties sought to be appropriated, and having heard the evidence produced before them and the charges of the Court, returned the following verdict:

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR BROWARD COUNTY, AT LAW

CITY OF FORT LAUDERDALE, a municipal corporation of Florida,

NO. 9506-C

Petitioner,

-vs-

WILLIAM FRANK MARSHALL, et al.,

Defendants.

V E R D I C T

We, the Jury, sworn and empanelled to try the above entitled cause with respect to the property herein after described, find for the Petitioner and as follows:

FIRST. That an accurate description of the properties taken in fee simple by the Petitioner, City of Fort Lauderdale, a municipal corporation of Florida, for its uses and purposes are the following described parcels of real estate and rights pertaining thereto, situate, lying and being in Broward County, Florida, to-wit:

PARCEL NO. 1

Beginning at the Northwest corner of the unnumbered Block of TOWN OF FORT LAUDERDALE, or otherwise described as beginning at the intersection of North First Street and Colee Avenue, and running thence South along said Colee Avenue, 250 feet, more or less to North River Street; thence Northeasterly along North River Street, 150 feet; thence Northwesterly, 150 feet more or less, to the Place of Beginning, forming a triangular shaped lot and the strip of land lying between North River Street and New River beginning at Colee Avenue, and running Northeasterly along New River, 150 feet. Together with all riparian rights and privileges. Including right-of-way for North River Street as shown on the plat of TOWN OF FORT LAUDERDALE, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida.

PARCEL NO. 2

The unnumbered Block in TOWN OF FORT LAUDERDALE, as shown on the plat thereof recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida, described as follows; Bounded on the North by North First Street, on the West by Colee Avenue, and on the South by New River; also described as all that part of Block 36, North of New River in TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida, excepting from the said described tract the property conveyed by A. W. Shackelford and wife to W. B. Snyder and M. A. Hortt. by Warranty Deed, dated December 12, 1912, and recorded in Deed Book 94, page 146, of the public records of Dade County, Florida; and also including right-of-way for North River Street as shown on plat of TOWN OF FORT LAUDERDALE, according to the plat thereof recorded in Plat Book "B", Page 40, of the public records of Dade County, Florida. Together with all riparian rights and privileges.

SECOND. That the compensation to be made by the petitioner for the taking in fee simple of the above described parcels is as follows:

PARCEL NO. 1

William Frank Marshall, owner of Parcel No. 1.	\$8,600.00
To G. H. Martin, Attorney for William Frank Marshall	<u>950.00</u>
Total	\$9,550.00

PARCEL NO. 2

To Glades County, owner of Parcel No. 2.	\$ 9,500.00
To Dixon, DeJarnette, Brad- ford & Williams, Attorneys for Glades County	<u>1,000.00</u>
Total	\$10,500.00

SO SAY WE ALL.

DATED this the 25th day of February, 1957.

/s/ RICHARD H. HAY
As Foreman

WHEREUPON, IT IS CONSIDERED, ORDERED AND ADJUDGED by the Court that the parcels of property described in said Verdict be and the same are respectively appropriated for the use of the Petitioner, City of Fort Lauderdale, a municipal corporation of Florida, in fee simple.

FURTHER ORDERED AND ADJUDGED that the Petitioner has deposited sufficient moneys in the Registry of the Court to pay the amounts specified in said Verdict, and that the Clerk of this Court shall pay the amount awarded for the taking of each parcel, as well as attorney's fees, to the party entitled to such compensation under the Verdict above described, upon the signing of a receipt for such payment by the attorneys of record for said party.

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FURTHER ORDERED AND ADJUDGED that the Clerk of the Court shall return to the Petitioner, after paying the awards made in said Verdict, the balance of the sum of \$25,000.00 paid into the Registry of the Court by Petitioner under the Order of Taking, less Registry fees.

FURTHER ORDERED that pursuant to stipulation between all parties herein, no costs shall be taxed against the Petitioner by Defendants, Glades County and William Frank Marshall.

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, this the 25th day of February, 1957.

James H. Walden
Judge Circuit Court

JULIAN E. ROSS,
Attorney for Petitioner.

STATE OF FLORIDA - BROWARD COUNTY

This instrument filed for record

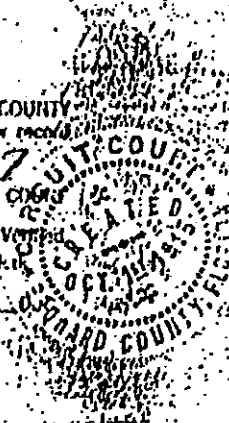
Feb 25, 1957

and recorded MINUTES OF CIRCUIT COURT

51 page 633

Record Verified
FRANK H. MARKS, Clerk

Frank H. Marks



RECORDED IN OFFICIAL SIGNATURE BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

By *W. L. Sharp* D.C.

#102422

THIS INSTRUMENT, Made this 2nd day of September A.D. 1926, BETWEEN O.E. Farrington and Ines Farrington, his wife of the County of Broward in the State of Florida parties of the first part and the city of Fort Lauderdale, a Municipal Corporation, of the County of Broward, in the State of Florida, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to have in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, remise, released, and quit claimed and by these presents does grant, bargain, sell, convey, remise, release, and quit claim unto the said party of the second part, to its successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

The West Ten (10) feet of all that portion of Block Thirty-six (36) Fort Lauderdale, Florida, which lies north of New River, according to plat thereof recorded in the Public Records of Dade County, Florida.

THE Above described land having a frontage of feet on Colee Avenue in the City of Fort Lauderdale, is conveyed by the part of the first part to the party of the second part for the purpose of increasing the width to sixty (60) feet of said Colee Avenue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

O.E. Farrington (Seal)
Mrs. Ines Farrington (Seal)

Pauline Johnson
Catherine J. Prater

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements O.E. Farrington and Ines Farrington his wife, to me well known and known to me to be the individuals described in and who executed the foregoing quit-claim deed, and they acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

AND I FURTHER CERTIFY, That the said Ines Farrington known to me to be the wife of the said O.E. Farrington on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of quit-claiming and conveying her separate estate or dower interest in and to the land therein described and granted, and that she executed the said deed freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Ft. Lauderdale in the County of Broward and State of Florida this 2nd day of Sept A.D. 1926.

Pauline Johnson
Notary Public State of Florida at large
My commission expires July 14, 1928

P. SEAL:

STATE OF FLORIDA)
COUNTY OF BROWARD)

This instrument filed for record 1st day of Nov 1926 and recorded in book 52 of Deeds on page 237, RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court,

By *W. L. Sharp* D.C.

02422

THIS INSTRUMENT, Made this 28th day of July A.D. 1926, BETWEEN S.P. Snyder and B. Ino., of the County of Broward in the State of Florida

WARRANTY DEED - 557 Page 352

GRADUO This Indenture, Made this 6th day of February, 1956 Between J. ALAN BURNS and BETTY S. BURNS, his wife,

of the County of Broward in the State of Florida part les of the first part, and CITY OF FORT LAUDERDALE, a Municipal Corporation of Florida, City Hall, Fort Lauderdale,

of the County of Broward in the State of Florida part y of the second part.

Witnesseth, that the said part les of the first part, for and in consideration of the sum of TEN THOUSAND DOLLARS... to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part y of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lot Seventeen (17) of L. H. BRYAN'S SUBDIVISION of Block 32 of the Town of Fort Lauderdale, according to the plat thereof recorded in Plat Book 3, page 74, of the public records of Dade County, Florida,

Together with all riparian rights thereunto appertaining and together with all of the rights, titles and interest of the grantors herein in and to the area lying between the parcel herein conveyed and the waters of New River.

Subject to 1956 taxes.



FEB 7 5 31 PM '56



And the said part les of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written. Signed, Sealed and Delivered in Our Presence

Georgia K. Broughton Dorothy Christ

J. Allan Burns Betty S. Burns

State of Florida, County of Broward I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. ALAN BURNS and BETTY S. BURNS, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. WITNESS my hand and official seal at Fort Lauderdale, County of Broward and State of Florida, this 6th day of February, A. D. 1956

Georgia K. Broughton Notary Public My Commission Expires

FRANK H. MARKS CLERK OF CIRCUIT COURT

Notary Public, State of Florida et al My commission expires June 20, 1959 Bonded by American Surety Co. of N. Y.

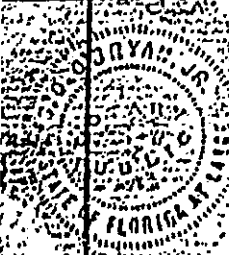
I HEREBY CERTIFY, That on this 11th day of April,
A. D. 1956, before me personally appeared Russell E. Fraser and J. B. Fraser, Sr.,
President and Secretary respectively of J. B. Fraser & Sons, Inc., a corporation
under the laws of the State of Florida,
to me known to be the persons described in and who executed the foregoing
conveyance to

and severally acknowledged
the execution thereof to be their free act and deed for the uses and purposes
therein mentioned.

WITNESS my signature and official seal at
in the County of Broward and State of Florida, the day and
year last aforesaid.

My Commission Expires _____

Frank H. Marks
Notary Public
Henry Marks, State of Florida at large
My commission expires June 17, 1958
Bonded by American Surety Co. of N.Y.



RECORDED IN OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

Warranted Title
TO CORPORATION

TO

Date _____
ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of _____

On this _____ day of _____
A. D. 19____, at _____, this
instrument was filed for record, and
being duly acknowledged and proven,
I have recorded the same on pages _____
of Book _____ in the
public records of said County.
In Witness Whereof, I have here-
unto set my hand and affixed the
seal of the Circuit Court of the
Judicial Circuit
of said State, in and for said County.

Clerk

ENGLISH, McCAUGHAN & O'BRYEN
Real Estate Brokers
FORT LAUDERDALE, FLORIDA