

This Easement was prepared by:
Scott E. Woolam,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 34742

OAE1
[0.231 acres +/-]

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

EASEMENT

Easement Number 33086

THIS EASEMENT, made and entered into this 7th day of November 2017, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Department of Management Services under Lease Number 2985 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for public ingress and egress; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Broward County, Florida, to-wit:

(See EXHIBIT "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** GRANTOR does hereby grant to the GRANTEE a perpetual non-exclusive easement for as long as the easement is used and maintained for public ingress and egress. If this easement is ever abandoned for said use, all right title and interest conveyed under this easement shall automatically and immediately terminate and revert to GRANTOR.
3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to a perpetual non-exclusive easement for as long as the easement is used and maintained for public ingress and egress upon and across the Easement Area. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere or conflict with GRANTEE'S exercise of this easement.
4. **ASSIGNMENT:** This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.
5. **RIGHT OF INSPECTION:** GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.
6. **NON-DISCRIMINATION:** GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.
7. **LIABILITY:** GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and subject to the limitations and conditions as prescribed by Section 768.28, F.S. to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as 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. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE.

Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

10. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. **SOVEREIGNTY SUBMERGED LANDS**: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

12. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

13. **TIME**: Time is expressly declared to be of the essence of this easement.

14. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated.

15. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

16. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and

shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the Instrument Number at which the easement is recorded.

17. **GOVERNING LAW:** This easement shall be governed by and interpreted according to the laws of the State of Florida.

18. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

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

WITNESSES:

[Signature]
Maxine - A. SWGH

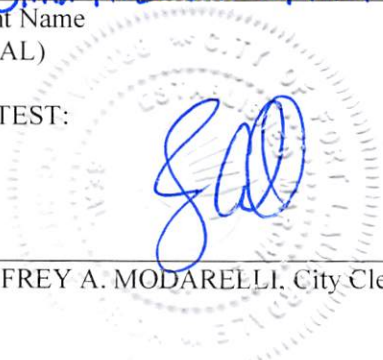
Print Name

[Signature]
Gina Rizzuto-Smith

Print Name

(SEAL)

ATTEST:



JEFFREY A. MODARELLI, City Clerk

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By [Signature]
JOHN P. "Jack" SEILER, Mayor

By [Signature]
LEE R. FELDMAN, City Manager

FOR

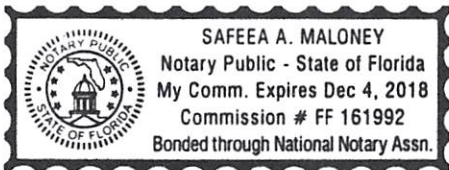
Approved as to form:
CYNTHIA A. EVERETT, City Attorney

[Signature]
TANIA MARIE AMAR
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21st day of November, 2017, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



[Signature]
Signature: Notary Public, State of Florida

Safeea A. Maloney
Name of Notary Typed, Printed or Stamped

Personally Known

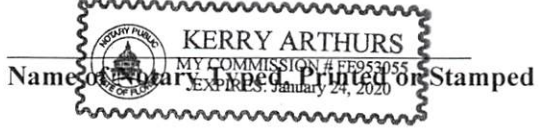
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 16th day of November, 2017, by ~~LEE R. FELDMAN~~ Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

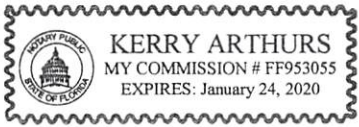
Christopher Lagerbloom

[Signature]
Signature: Notary Public, State of Florida



[Signature]
Name of Notary Typed, Printed or Stamped

Personally Known



Witnesses:

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

Print Name: _____

By: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration
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

Print Name: _____

Approved as to Form and Legality:
By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Cheryl C. McCall,
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. She is
personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:
Notary Public, State of Florida

DEP Attorney Date

Printed, Typed or Stamped Name
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN BLOCK 10, TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK B, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 10;
THENCE SOUTH 02°08'22" EAST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 262.29 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 87°57'13" EAST, A DISTANCE OF 152.15 FEET;
THENCE SOUTH 02°06'44" EAST, A DISTANCE OF 37.97 FEET;
THENCE NORTH 87°57'13" EAST, A DISTANCE OF 201.80 FEET, TO A POINT ON THE WEST LINE OF BLOCK 11;
THENCE SOUTH 02°06'18" EAST, ALONG THE WEST LINE OF BLOCK 11, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 87°57'13" WEST, A DISTANCE OF 353.93 FEET, TO A POINT ON THE WEST LINE OF BLOCK 10;
THENCE NORTH 02°08'22" WEST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 49.97 FEET, TO THE POINT OF BEGINNING

CONTAINS 10023 SQUARE FEET, 0.230 ACRES MORE OR LESS.

SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

BSM APPROVED
By: SK
Date: August 25, 2017

ROAD EASEMENT

