

This Instrument Prepared By:  
Kathy C. Griffin  
Action No. 44334  
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

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SOVEREIGNTY SUBMERGED LANDS EASEMENT  
MODIFICATION TO INCREASE SQUARE FOOTAGE

EASEMENT NO. 41357 (6310-06)  
BOT FILE NO. 060235946

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 16,  
Township 50 South, Range 42 East, in South Fork New River,  
Broward County, Florida, containing 26,963 square feet,  
as is more particularly described and shown on Attachment A,  
dated May 21, 2012.

TO HAVE THE USE OF the hereinabove described premises from July 28, 2021, the effective date of this modified easement, through July 18, 2071, the expiration date of this modified 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 installing a rip rap breakwater structure and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0296508-002, dated March 11, 2021, 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  
100 North 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.

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by Grantor, Grantee expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

*[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

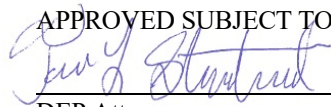
\_\_\_\_\_  
Print/Type Name of Witness

"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:



DEP Attorney

10/4/2021

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 the 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

Approved as to Form:  
Alain E. Boileau

\_\_\_\_\_  
Lynn Solomon, Esq.  
Asst. City Attorney

WITNESSES:

City of Fort Lauderdale, Florida (SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Christopher J. Lagerbloom, ICMA-CM  
Typed/Printed Name of Executing Authority

City Manager  
Title of Executing Authority

“GRANTEE”

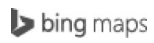
The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Christopher J. Lagerbloom ICMA-CM, as City Manager , for and on behalf of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed, or Stamped Name



**1720 SW 17th St, Fort Lauderdale, FL 33312**

**Location:** 26.09947, -80.165149



# SKETCH AND DESCRIPTION

## PUBLIC EASEMENT

THIS IS NOT A SURVEY



SUBMERGED LAND  
LEASE AREA

LOCATION MAP N.T.S.

DESCRIPTION: PUBLIC SUBMERGED LAND EASEMENT

A PORTION OF SOVEREIGN SUBMERGED LANDS LYING UNDER THE WATERS OF THE SOUTH FORK NEW RIVER IN SECTION 16, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST  $\frac{1}{4}$ , OF THE WEST  $\frac{1}{4}$ , OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, OF SAID SECTION 16; THENCE SOUTH  $02^{\circ}03'41''$  EAST ALONG THE EAST LINE OF SAID WEST  $\frac{1}{4}$ , A DISTANCE OF 206.75 FEET MORE OR LESS TO INTERSECT THE SAFE UPLAND LINE OF THE SOUTH FORK NEW RIVER PER FDEP REQUEST FOR APPROXIMATE TIDAL DATUM ELEVATIONS DATED SEPTEMBER 17, 2020 AND BEING 0.75' NAVD88, SAID POINT HAVING FLORIDA STATE PLANE COORDINATES OF 930457 EAST AND 642643 NORTH AND ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH  $13^{\circ}39'14''$  EAST, A DISTANCE OF 37.86 FEET TO A POINT 12 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, THE NORTHERLY LINE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION EASEMENT NUMBER 30010, SAID POINT HAVING FLORIDA STATE PLANE COORDINATES OF 930474.5 EAST AND 642598.4 NORTH; THENCE SOUTH  $72^{\circ}33'12''$  WEST, A DISTANCE OF 28.64 FEET; THENCE SOUTH  $70^{\circ}46'52''$  WEST, A DISTANCE OF 45.82 FEET; THENCE SOUTH  $72^{\circ}56'24''$  WEST, A DISTANCE OF 42.17 FEET; THENCE SOUTH  $78^{\circ}54'50''$  WEST, A DISTANCE OF 102.70 FEET; THENCE SOUTH  $79^{\circ}39'59''$  WEST, A DISTANCE OF 42.76 FEET; THENCE SOUTH  $83^{\circ}02'56''$  WEST, A DISTANCE OF 86.20 FEET; THENCE NORTH  $89^{\circ}21'49''$  WEST, A DISTANCE OF 21.21 FEET; THENCE NORTH  $82^{\circ}51'54''$  WEST, A DISTANCE OF 30.49 FEET; THENCE NORTH  $71^{\circ}15'39''$  WEST, A DISTANCE OF 33.01 FEET; THENCE NORTH  $62^{\circ}44'30''$  WEST, A DISTANCE OF 41.08 FEET; THENCE NORTH  $66^{\circ}30'27''$  WEST, A DISTANCE OF 74.44 FEET TO A POINT HAVING FLORIDA STATE PLANE COORDINATES OF 929947.7 EAST AND 642587.6 NORTH; THENCE DEPARTING SAID PARALLEL LINE NORTH  $33^{\circ}52'52''$  WEST, A DISTANCE OF 110.78 FEET MORE OR LESS; THENCE NORTH  $52^{\circ}19'41''$  WEST, A DISTANCE OF 88.56 FEET MORE OR LESS; THENCE NORTH  $44^{\circ}04'11''$  WEST, A DISTANCE OF 38.22 FEET MORE OR LESS; THENCE NORTH  $04^{\circ}14'32''$  WEST, A DISTANCE OF 86.03 FEET MORE OR LESS TO A POINT HAVING FLORIDA STATE PLANE COORDINATES OF 929782.5 EAST AND 642847.2 NORTH; THENCE NORTH  $89^{\circ}54'16''$  EAST, A DISTANCE OF 43.83 FEET MORE OR LESS TO INTERSECT THE SAFE UPLAND LINE; THE FOLLOWING 17 COURSES FOLLOW ALONG SAID SAFE UPLAND LINE; THENCE SOUTH  $34^{\circ}02'32''$  WEST, A DISTANCE OF 25.52 FEET; THENCE SOUTH  $14^{\circ}59'49''$  WEST, A DISTANCE OF 16.71 FEET; THENCE SOUTH  $04^{\circ}24'03''$  EAST, A DISTANCE OF 18.99 FEET; THENCE SOUTH  $20^{\circ}37'56''$  EAST, A DISTANCE OF 21.03 FEET; THENCE SOUTH  $48^{\circ}05'19''$  EAST, A DISTANCE OF 17.54 FEET; THENCE SOUTH  $61^{\circ}30'01''$  EAST, A DISTANCE OF 45.60 FEET; THENCE SOUTH  $29^{\circ}43'01''$  EAST, A DISTANCE OF 18.18 FEET; THENCE SOUTH  $46^{\circ}20'05''$  EAST, A DISTANCE OF 38.27 FEET; THENCE SOUTH  $29^{\circ}17'19''$  EAST, A DISTANCE OF 67.01 FEET; THENCE SOUTH  $77^{\circ}08'45''$  EAST, A DISTANCE OF 58.20 FEET; THENCE SOUTH  $25^{\circ}49'34''$  EAST, A DISTANCE OF 29.64 FEET; THENCE SOUTH  $72^{\circ}09'40''$  EAST, A DISTANCE OF 114.97 FEET; THENCE SOUTH  $74^{\circ}12'57''$  EAST, A DISTANCE OF 134.09 FEET; THENCE SOUTH  $54^{\circ}53'43''$  EAST, A DISTANCE OF 28.62 FEET; THENCE NORTH  $82^{\circ}56'45''$  EAST, A DISTANCE OF 73.79 FEET; THENCE NORTH  $47^{\circ}19'35''$  EAST, A DISTANCE OF 43.61 FEET; THENCE NORTH  $75^{\circ}02'25''$  EAST, A DISTANCE OF 84.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 26963 SQUARE FEET OR 0.6190 ACRES MORE OF LESS.

Page 8 of 14  
SSL NO. 060235946  
Easement No. 41357

SHEET 1 OF 2

CERTIFIED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: OCTOBER 7th, 2020  
MICHAEL W. DONALDSON  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6490  
STATE OF FLORIDA

*Michael W. Donaldson*

CITY OF FORT LAUDERDALE

EXHIBIT 1

SEC. 16, TWP. 50 S., RGE. 42 E.

PUBLIC EASEMENT

BY: M.D.

CHK'D M.D.

ENGINEERING DATE: 10/7/20

DIVISION SCALE: N.T.S.

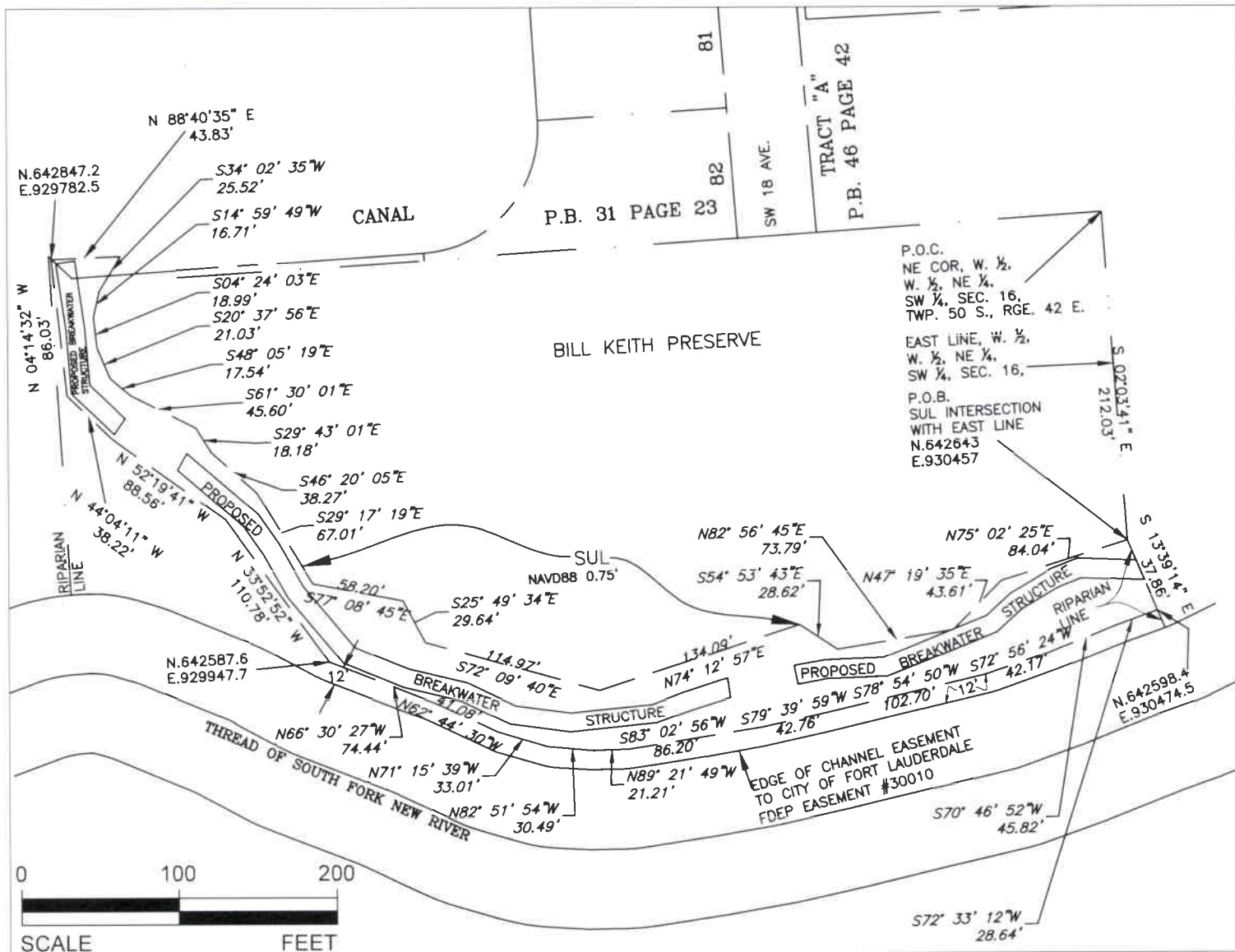
Page 8 of 14



# SKETCH AND DESCRIPTION

## PUBLIC EASEMENT

THIS IS NOT A SURVEY



### NOTES:

- 1) THIS IS NOT A SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) SUBJECT TO EXISTING EASEMENTS, RIGHT-OF WAYS, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY
- 3) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM 1983/90 EAST ZONE AND ARE BASED ON GPS RTK DATA.
- 4) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 5) THE SUL WAS OBTAINED FROM FDEP DATED SEPTEMBER 17, 2020 WITH THE ELEVATION BEING 0.75' NAVD88. THE METHOD USED WAS A CONTOUR LINE CREATED FROM THE TOPOGRAPHIC SURVEY AT ELEVATION 0.75'. TANGENT POINTS WERE CONNECTED TO CREATE A SMOOTH LINE.

### LEGEND:

|        |  |
|--------|--|
| COR.   | DENOTES CORNER   |
| P.B.   | DENOTES PLAT BOOK                                      |
| P.O.B. | DENOTES POINT OF BEGINNING                             |
| P.O.C. | DENOTES POINT OF COMMENCEMENT                          |
| MHWL   | DENOTES MEAN HIGH WATER LINE                           |
| FDEP   | DENOTES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |
| RGE.   | DENOTES RANGE  |
| SEC.   | DENOTES SECTION  |
| TWP.   | DENOTES TOWNSHIP                                       |
| CONST. | DENOTES CONSTRUCTION                                   |
| N.T.S. | DENOTES NOT TO SCALE                                   |
| RTK    | DENOTES REAL-TIME KINEMATIC                            |
| GPS    | DENOTES GLOBAL POSITIONING SYSTEM                      |
| SUL    | DENOTES SAFE UPLAND LINE                               |
| NAVD88 | DENOTES NORTH AMERICAN VERTICAL DATUM OF 1988          |
| FDEP   | DENOTES FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION |

Page 9 of 14  
SSL NO. 060235946  
Easement No. 41357

SHEET 2 OF 2

CITY OF FORT LAUDERDALE

EXHIBIT 1

SEC. 16, TWP. 50 S., RGE. 42 E.

PUBLIC EASEMENT

BY: M.D.

CHK'D M.D.

ENGINEERING DATE: 10/7/20

DIVISION: SCALE: 1" = 100'

Page 9 of 14

This instrument prepared by:  
Noel M. Pfeffer, Deputy County Attorney  
Broward County Attorney's Office  
115 South Andrews Ave, Rm. 423  
Fort Lauderdale, FL 33301  
954-357-7600

**QUIT CLAIM DEED**  
(Pursuant to F. S. 125.411)

THIS DEED, made this day of September 27, 2005, by BROWARD COUNTY, a political subdivision of the State of Florida (the "GRANTOR"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and CITY OF FORT LAUDERDALE, a Florida municipal corporation (the "GRANTEE"), whose address is 100 N. Andrews Avenue Fort Lauderdale, FL 33301.

WITNESSETH:

That GRANTOR for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to GRANTEE, its heirs, successors and assigns, forever, the following described lands, lying and being in Broward County, Florida, to wit:

(See attached Exhibit A)

SUBJECT TO:

1. All matters of record including existing public purpose utility and government easements and rights of way.
2. An Interlocal Agreement between Broward County and City of Fort Lauderdale for the Acquisition, Improvement, Enhancement, Operation and Management of Green Space Site 125, recorded simultaneously herewith;
3. Conservation Easement imposed by Broward County, recorded simultaneously herewith;
4. Resolution of the Board of County Commissioners of Broward County, Florida approving the conveyance pursuant to Section 125.38 F.S. recorded simultaneously herewith.

06/02/04

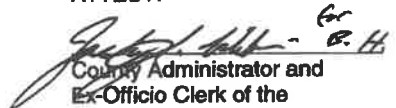
1

Approved BCC 9/27/05 #72A  
Submitted By EPD/Land Prosecution  
RETURN TO DOCUMENT CONTROL

(2) p/c

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

(Official Seal)  
ATTEST:

  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

BROWARD COUNTY, FLORIDA  
By Its Board of County Commissioners

By   
Mayor

27<sup>th</sup> day of September, 2005



Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Deputy County Attorney

6<sup>th</sup> day of September, 2005

06/02/04

2

**Exhibit A**

**Legal Description of Property**

**DESCRIPTION:**

Lot Seventeen (17) of Mrs. E.F. Marshall's Subdivision of Government Lots 1, 2, 3, and 4, and E1/2 of the NE1/4 and the NW1/4 of the NW1/4 of Section 16, Township 50 South, Range 42 East, according to the plat thereof recorded in Plat Book 1, Page 2 of the Public Records of Broward County, Florida, except that portion included in the NE1/4 of the SW1/4 of said Section 16, together with all submerged lands and riparian rights thereto belonging or in anywise appertaining.

AND

All that part of the West Half (W1/2) of the West Half (W1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16), Township Fifty (50) South, Range Forty-two (42) East, lying north of the South Fork of New River.

AND

That portion of Section 16, Township 50 South, Range 42 East, Broward County, Florida, described as follows: Commence at the Northwest corner of the Southwest Quarter of said Section 16, Township 50 South, Range 42 East; thence North 88°40'40" East, a distance of 1004.45 feet to the point of beginning; thence North 01°40'05" West, a distance of 20 feet, more or less; thence South 44° East, a distance of 60 feet, more or less; thence South 29° East, a distance of 60 feet, more or less; thence South 05° West, a distance of 58 feet, more or less; thence South 44° West, a distance of 65 feet, more or less; thence South 61° West, a distance of 45 feet, more or less; thence North 01°40'05" West, a distance of 180 feet to the point of beginning.

Said lands lying in Broward County, Florida, containing 148,848 square feet (3.42 acres), more or less.

06/02/04

3

1

Prepared by:  
JOSEPH M. BALOCCO, ESQ.  
1323 SE Third Avenue  
Fort Lauderdale, FL 33316

WARRANTY DEED (STATUTORY FORM-SECTION 689.02 F.S.)

THIS INDENTURE, made this 6 day of September, 2005 BETWEEN Kenelm Denison, a married man, Grantor, located at the following address: One Point of View Drive, Sawdust Creek, MI 49453 and Broward County, a political subdivision of the State of Florida, Grantees, located at the following address: 115 N. Andrews Ave, Fort Lauderdale, FL 33301

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Lot Seventeen (17) of Mrs. E.F. Marshals Subdivision of Government Lots 1, 2, 3 and 4, and the East 1/2 of the NE 1/4 and the NW 1/4 of the NW 1/4 of Section 16, Township 50 South, Range 42 East, according to the Plat thereof, recorded in Plat Book 1, Page 2 of the Public Records of Broward County, Florida, except that portion included in the NE 1/4 of the SW 1/4 of said Section 16, together with all submerged lands and riparian rights thereto belonging or otherwise appertaining, AND

All that part of the West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Fifty (50) South, Range Forty-Two (42) East, lying North of the South Fork of the New River, AND

That portion of Section 16, Township 50 South, Range 42 East, Broward County, Florida, described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 16, Township 50 South, Range 42 East; thence continue North 88°40'40" East, a distance of 1,004.45 feet to the Point of Beginning; thence North 01°40'05" West, a distance of 20 feet more or less; thence South 44° East, a distance of 60 feet, more or less; thence South 29° East a distance of 60 feet, more or less; thence South 05° West, a distance of 58 feet, more or less; thence South 44° West, a distance of 65 feet, more or less; thence South 61° West, a distance of 45 feet, more or less; thence North 01°40'05" West, a distance of 180 feet to the Point of beginning.

Tax Folio Nos. 10216-02-01710, 10216-02-01700, 10216-02-02400

Subject to: Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters appearing on the plat or otherwise common to the subdivision; Outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record; and real property taxes for the year 2005 and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor herein hereby certifies under oath and warrants to the Grantee that the above described real property is not now nor has it ever been the homestead or the primary residence of Grantor or any of Grantors legal dependents nor has it been adjacent to or contiguous to the homestead or primary residence of Grantor or any of their legal dependents and that Grantor resides at the following address:

1 SOUTH MARINA DRIVE  
KEY LARGO, FLORIDA 33306

"Grantor" and "Grantee" are used for singular or plural, as the context requires.

Signatures continued on following page . . . . .

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

Signed, sealed, and delivered in our presence:

Witness Signature

Kenelm Denison

JACK R. MATTHEWS

Witness Printed Name

Witness Signature

JOHN J. O'NEILL

Witness Printed Name

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 04 day of September, 2005, by Kenelm Denison, who is personally known to me or who has produced a valid drivers license for identification.



(SEAL)

Notary Public

Print Name: Randie J. Valentine

My Commission Expires: 3/18/2008