

Jolene Chism

From: Sonia Sierra
Sent: Wednesday, May 3, 2023 10:48 AM
To: Jolene Chism
Subject: FW: [EXTERNAL:CAUTION!]- Lease Agreement Instrument #060218246/ Easement #, Action ID #46677

Hello Jolene,
Would you be so kind as to print this package and leave it up front so I may have D'Wayne sign it and start the routing. I will be in tomorrow afternoon.

Best Regards,
Sonia Sierra
Paralegal
(954) 828-5598 | ssierra@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Robert Dunckel <RDunckel@fortlauderdale.gov>
Sent: Wednesday, May 3, 2023 10:42 AM
To: Sonia Sierra <SSierra@fortlauderdale.gov>
Cc: Robert Dunckel <RDunckel@fortlauderdale.gov>; Jonathan Luscomb <JLuscomb@fortlauderdale.gov>; Erica Keiper <EKeiper@fortlauderdale.gov>
Subject: Re: [EXTERNAL:CAUTION!]- Lease Agreement Instrument #060218246/ Easement #, Action ID #46677

[Download full resolution images](#)
[Available until Jun 2, 2023](#)

[Click to Download](#)

Package for execution - Submerged Land Lease Bot 060218246.pdf
21.9 MB

Sonia,

Yes . . . approved to be signed by D'Wayne.

I'll need to get to you later with regard to Adobe sign.

Robert B. Dunckel
Assistant City Attorney
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954) 828-5040 | rdunckel@fortlauderdale.gov



CITY OF FORT LAUDERDALE
CITY ATTORNEY'S OFFICE

AV[®]



Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

RBD works for the City Attorney's Office on a part-time basis only. Because of medical issues he is telecommuting from home. If you have difficulty reaching him contact his Paralegal Assistant, Sonia Sierra at SSierra@fortlauderdale.gov or (954) 828-5598. In Sonia's absence please contact Erica Keiper, Sr. Legal Assistant, at EKeiper@fortlauderdale.gov or by phone at (954) 828-6088.

On May 3, 2023, at 10:16 AM, Sonia Sierra <SSierra@fortlauderdale.gov> wrote:

Hi Bob,

Please review the package for the CAM 23-0297. I will need your written approval so D'Wayne can sign the as to form and the route sheet. I tried to have it go to you thru adobe sign and the program noted the file was too large. I will be in the office tomorrow as I am meeting Lynn at 2. I will include your written approval and give it to D'Wayne for him to sign.

Best Regards,

Sonia Sierra

Paralegal

(954) 828-5598 | ssierra@fortlauderdale.gov

<image001.jpg>

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

From: Robert Dunckel <RDunckel@fortlauderdale.gov>

Sent: Monday, May 1, 2023 8:33 AM

To: Erica Keiper <EKeiper@fortlauderdale.gov>

Cc: Robert Dunckel <RDunckel@fortlauderdale.gov>; Sonia Sierra <ssierra@fortlauderdale.gov>;

Jonathan Luscomb <JLuscomb@fortlauderdale.gov>

Subject: Re: [EXTERNAL:CAUTION!]- Lease Agreement Instrument #060218246/ Easement #, Action ID #46677

Good Morning and a Happy Monday to all!

This was a "Sonia" item. Sonia is out this morning at a Doctor's appointment.

Erica, any way you can check on the status of the State Sovereignty Submerged Lands Lease for Las Olas Bight - CAM #23-0297 / 04/18/23 Agenda / Item CM-3?

If not, Sonia will pick it up upon her return.

Robert B. Dunckel

Assistant City Attorney

100 North Andrews Avenue

Fort Lauderdale, FL 33301

(954) 828-5040 | rdunckel@fortlauderdale.gov

<image002.jpg>

<image003.png>

Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

RBD works for the City Attorney's Office on a part-time basis only. Because of medical issues he is telecommuting from home. If you have difficulty reaching him contact his Paralegal Assistant, Sonia Sierra at ssierra@fortlauderdale.gov or (954) 828-5598. In Sonia's absence please contact Erica Keiper, Sr. Legal Assistant, at EKeiper@fortlauderdale.gov or by phone at (954) 828-6088.

On Apr 29, 2023, at 7:13 AM, Jonathan Luscomb <JLuscomb@fortlauderdale.gov> wrote:

Hi, where are we with execution of the State Submerged Land Lease?

Thanks

Jonathan

Get [Outlook for iOS](#)

From: no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>
Sent: Saturday, April 29, 2023 5:00:32 AM
To: Celeda.Wallace@dep.state.fl.us <Celeda.Wallace@dep.state.fl.us>; Jonathan Luscomb <JLuscomb@fortlauderdale.gov>
Subject: [EXTERNAL:CAUTION!]- Lease Agreement Instrument #060218246/ Easement #, Action ID #46677

[::CAUTION::] This email originated from *outside* The City of Fort Lauderdale. Do Not Reply, click links, or open attachments from an unknown or suspicious origin. Confirm the email address is from an expected source before taking action. Report any suspicious emails to spamadmin@fortlauderdale.gov

2023-04-29

City of Fort Lauderdale / Administration
Jonathan Luscomb
100 North Andrews Avenue

FORT LAUDERDALE, FL 33301
Application: Las Olas Bright Mooring Field Area

Dear Jonathan Luscomb,

We sent a Lease Agreement for your review on 2023-02-28. To date, we have yet to receive the signed original document. Please note, the instrument requires execution by notarized signature(s) and two witnesses. Pursuant to Chapter 695, Florida Statutes, the name(s) of the person(s) executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below the signatures. Should you have any questions about the attached lease, please contact me at (850) 245-2753 or Celeda.Wallace@FloridaDEP.gov.

Upon fully signing the attached lease, please mail all pages of the signed copy to:

Department of Environmental Protection
Attn: Submerged Closing Agent
3900 Commonwealth Boulevard
Mail Station 125
Tallahassee, Florida 32399

Thank you in advance for your cooperation in this matter,

Celeda Wallace
Bureau of Public Land Administration
Division of State Lands



<Package for execution - Submerged Land Lease Bot 060218246.pdf>

City of Fort Lauderdale

<https://fortlauderdale.legistar.com/Calendar.aspx>

www.fortlauderdale.gov/fltv

www.youtube.com/cityoffortlauderdale

Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99



Action Summary

Tuesday, April 18, 2023

6:00 PM

<https://www.fortlauderdale.gov/government/city-commission-meetings>

VIRTUAL MEETING ONLY

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor

PAM BEASLEY-PITTMAN Vice Mayor - Commissioner - District III

JOHN C. HERBST Commissioner - District I

STEVEN GLASSMAN Commissioner - District II

WARREN STURMAN Commissioner - District IV

GREG CHAVARRIA, City Manager

DAVID R. SOLOMAN, City Clerk

D'WAYNE M. SPENCE, Interim City Attorney

PATRICK REILLY, City Auditor

Approval of the Consent Agenda**Approve the Consent Agenda**

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CONSENT MOTION**CM-1** [23-0384](#)

Motion Approving an Event Agreement for Victoria Park Civic Association Spring Festival 2023 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-2 [23-0361](#)

Motion Declaring the Great American Beach Party on Fort Lauderdale Beach, Scheduled for May 27, 2023, as a Public Purpose Special Event and Creating a Temporary Exemption Relating to the Sale, Possession and Consumption of Alcohol at the Event - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-3 [23-0297](#)

Motion Approving a Sovereignty Submerged Land Lease Renewal/Board of Trustees of the Internal Improvement Trust Fund of the State of Florida / BOT FILE NO. 060218246 - Las Olas Bight Mooring Field - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman and Mayor Trantalis

CM-4 [23-0306](#)

Motion Authorizing the Exercise of the First Three (3) Year Option under Lease by and between City of Fort Lauderdale and 1 East Broward Owner LLC and the Execution of the First Amendment - (Commission District 2)

REMOVED FROM AGENDA**CM-5** [23-0388](#)

Motion Approving the Lease Agreement between YMCA of South Florida, INC and the City of Fort Lauderdale, in Substantially the Form Attached - \$231,863 (10-Year Rent) - (Commission District 3)

APPROVED



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0297

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: April 4, 2023

TITLE: Motion Approving a Sovereignty Submerged Land Lease Renewal/Board
of Trustees of the Internal Improvement Trust Fund of the State of Florida
/ BOT FILE NO. 060218246 – Las Olas Bight Mooring Field (**Commission
District 2**)

Recommendation

Staff recommends the City Commission approve a Motion authorizing the Proper City Officials to execute the renewal of the Sovereign Submerged Land Lease at the Las Olas Bight Mooring Field with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The Term of the new lease runs from January 1, 2023 through January 1, 2033.

Background

The Las Olas Bight Mooring Field sits atop Submerged Sovereign Lands owned by the State of Florida and leased to the City under the Board of Trustees of the Internal Improvement Trust Fund. Under the lease, the City pays an annual fee for the use of the land. The fee is based on a flat rate per square foot plus a percentage of revenues derived from the use of the submerged land (dockage revenues). For 2023/2024, the base annual lease fee due will be \$16,118.93 plus a renewal fee of \$712.66. Lease fees are budgeted annually and vary slightly from year to year depending on mooring field revenues and the Consumer Price Index.

The City has been leasing submerged at the Las Olas Bight Mooring Field since 1998 and has renewed the lease each time it has expired. The expired lease term ran from January 2015 through December 2022. Notice of renewal and the new instrument was received via email on February 28, 2023.

Resource Impact

There will be an approximate unbudgeted fiscal impact to the City of \$712.60

<i>Funds available as of March 9, 2023</i>					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT / ACTIVITY NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-6061-575-30-3313	New River Docks	Services / Materials – Land Leases	\$355,527	\$69,116	\$712.60
TOTAL AMOUNT ►					\$712.60

Strategic Connections:

This item is a 2022 Top Commission Priority, advancing the Parks and Public Places initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Places Focus Area
- Goal 3: Build a healthy and engaging community.
- Objective: Improve access to and enjoyment of our beach, waterways, parks and open spaces for everyone

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Here.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Element
- Goal 1: Be a community where persons of all ages are able to partake in a fun and healthy lifestyle.

Attachments:

Exhibit 1 – Sovereignty Submerged Land Lease BOT FILE NO. 060218246

Prepared by: Jonathan Luscomb, Marine Facilities Supervisor

Department Director: Phil Thornburg, Parks & Recreation Department

This Instrument Prepared By:
Celeda Wallace
Action No.46677
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

BOT FILE NO. 060218246

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 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 sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 12,
Township 50 South, Range 42 East, in the Intracoastal Waterway,
Broward County, Florida, containing 119.995 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated December 22, 1997.

TO HAVE THE USE OF the hereinabove described premises from January 1, 2023, the effective date of this lease renewal, through January 1, 2033, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 10-slip managed municipal anchorage mooring field to be used exclusively in conjunction with an adjacent city marina (Instrument No. 060232076), without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 27, 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 of \$16,118.93, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[01-02]

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(32), 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 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. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease 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 and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) 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 wet slips, from rental of wet slips 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 wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, 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, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, 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 which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease 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 this lease, current 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 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.

12. 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 set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease 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 Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. 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.

14. 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.

15. 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. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. 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 or upon lands adjacent to and used as an adjunct of the leased area.

17. 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.

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

19. 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 the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. 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 shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. 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, 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 12 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.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee.

22. 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 agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease 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 docking facility.

24. 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 premises. No restaurant or dining activities are to occur within the leased premises. 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 lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee 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 Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. 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.

27. LIVEABOARDS: 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.

28. 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.

29. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. 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 that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

B. Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

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

IN WITNESS WHEREOF, the Lessor and the Lessee 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

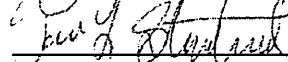
Print/Type Name of Witness

"LESSOR"

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:

 2/23/2023
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA

WITNESSES:

Doris Deneke
Doris Deneke
[Witness type or print name]

Briana Houska
Briana Houska
[Witness type or print name]

Dean J. Trantalis
By: Dean J. Trantalis, Mayor

Greg Chavarria
By: Greg Chavarria, City Manager

ATTEST:



Approved as to form:
D'Wayne M. Spence, Interim City Attorney

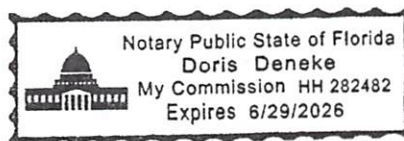
D'Wayne M. Spence
By:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this 15 day of May, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Doris Deneke
Notary Public, State of Florida

Doris Deneke
Name of Notary Typed, Printed or Stamped



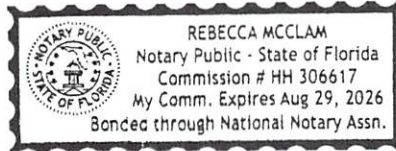
Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 11th day of May, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Rebecca McClam
Notary Public, State of Florida
Rebecca McClam
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

LEASE AREA DESCRIPTION

A parcel of submerged land located in Section 12, Township 50 South, Range 42 East, Broward County, Intracoastal Waterway containing 119,995 square feet, as described on the attached sketch labeled as Exhibit A and dated December 22, 1997, located immediately waterward of that upland property with the following legal description:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

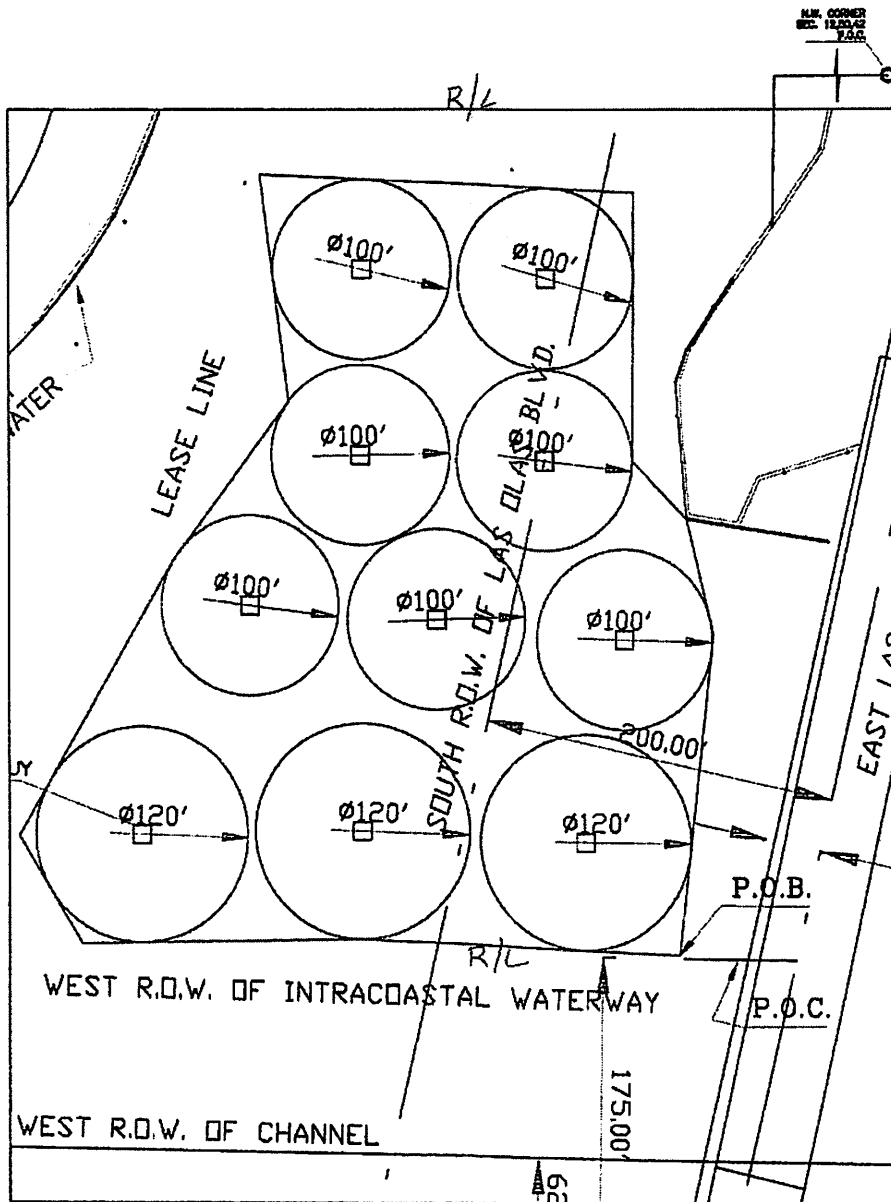
BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE; THENCE RUNNING NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE EXISTING FIVE-FOOT SIDEWALK ON LAS OLAS BOULEVARD; THENCE RUNNING EASTERLY ALONG SOUTH EDGE OF SIDEWALK TO ITS PROJECTED INTERSECTION WITH THE WEST SHORE LINE OF NEW RIVER SOUND; THENCE SOUTHERLY AND WESTERLY ALONG SAID SHORE LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LAS OLAS BOULEVARD; THENCE WESTERLY ALONG SOUTH RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE AND POINT OF BEGINNING, SAID PARCEL OF LAND CONSTITUTING 0.607 ACRES, MORE OR LESS.

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



David Feidhelm
Florida Bar #494119

EXHIBIT A LAS OLAS BIGHT LEASE AREA

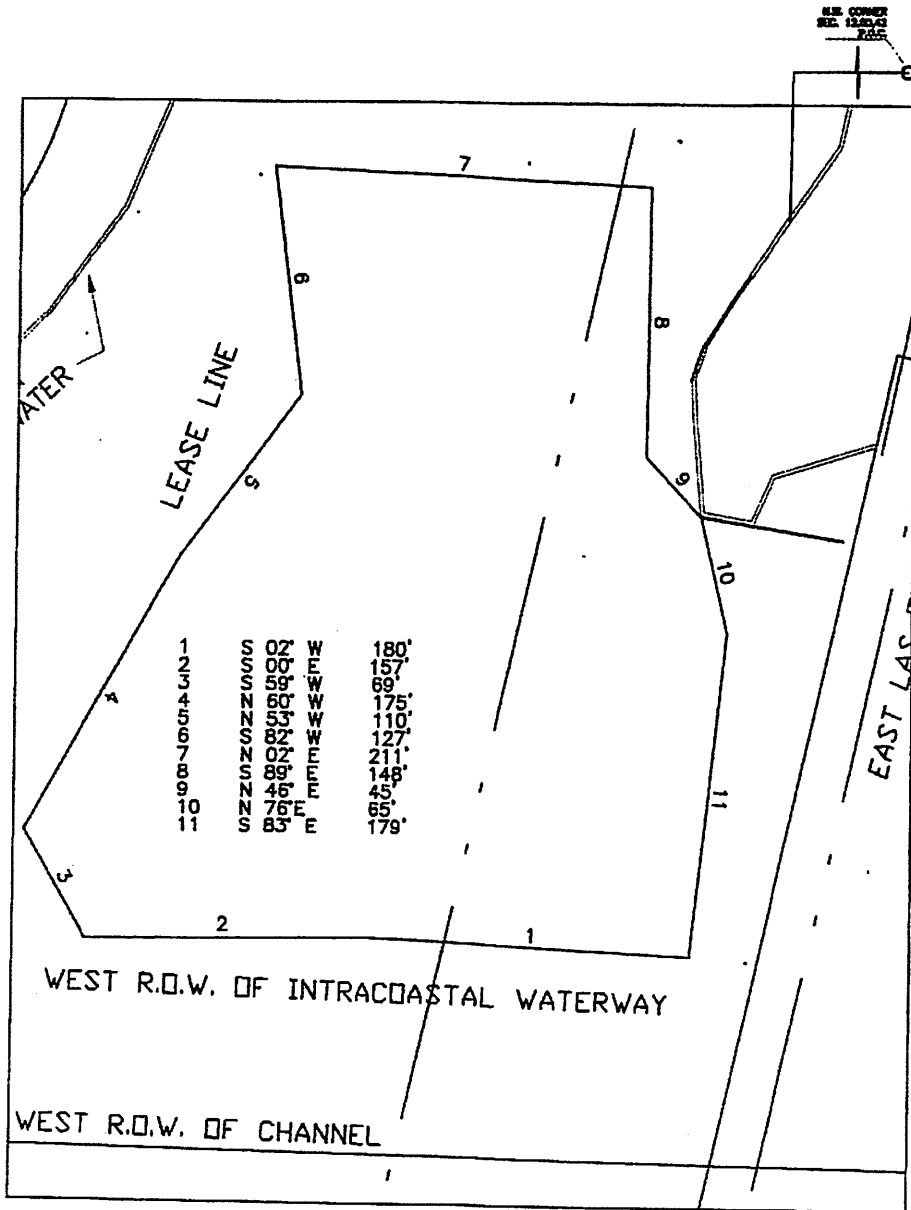


TOTAL AREA = 119,995± SQ. FEET
TOTAL DOCKING FOOTAGE (BULKHEAD)= 217'

CITY OF FT. LAUDERDALE
office of the City Engineer

N
1 1/2" = APPROX
100'

LAS OLAS BIGHT LEASE AREA



CITY OF FT. LAUDERDALE
office of the City Engineer

OPINION OF TITLE IN SUPPORT OF THE APPLICATION OF THE CITY OF
FORT LAUDERDALE TO THE BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND FOR THE LEASE OF SOVEREIGNTY SUBMERGED
LANDS ADJACENT TO THE LAS OLAS BIGHT ANCHORAGE

I, David Feldheim, Assistant City Attorney for the the City of Fort Lauderdale, hereby states that title to the following legally described property is vested in the City of Fort Lauderdale and constitutes upland ownership of property for purposes of the application of the City of Fort Lauderdale for the lease of sovereignty submerged lands:

A PARCEL OF LAND IN SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE; THENCE RUNNING NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE TO ITS INTERSECTION WITH THE SOUTH EDGE OF THE EXISTING FIVE-FOOT SIDEWALK ON LAS OLAS BOULEVARD; THENCE RUNNING EASTERLY ALONG SOUTH EDGE OF SIDEWALK TO ITS PROJECTED INTERSECTION WITH THE WEST SHORE LINE OF NEW RIVER SOUND; THENCE SOUTHERLY AND WESTERLY ALONG SAID SHORE LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF LAS OLAS BOULEVARD; THENCE WESTERLY ALONG SOUTH RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.E. 26TH AVENUE AND POINT OF BEGINNING, SAID PARCEL OF LAND CONSTITUTING 0.607 ACRES, MORE OR LESS.

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


David Feldheim
Florida Bar #494119



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

12

Today's Date: 5/3/2023

DOCUMENT TITLE: COFL and Board of Trustees of the Internal Improvement Trust Fund of the State of Florida sovereignty submerged land easements BOT FILE No 060218246 – Las Olas Bight Mooring Field

COMM. MTG. DATE: 4/18/2023 CAM #: 23-0297 ITEM #: CM-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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, or 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, or real.

1) Dept: CAO Router Name/Ext: Sonia/ x-5598 # of originals routed: 1 Date to CAO: 5/3/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached:

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/9/23 D'Wayne M. Spence
Attorney's Name Initials DWS

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 05/10/23

4) City Manager's Office: CMO LOG #: May 10 Document received from: CCO 5/10/23

GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR GRE CHAVARRIA'S SIGNATURE ☐ N/A FOR GREG CHAVARRIA TO SIGN

PER ACM: A.FAJARDO (Initial/Date) PER ACM: S. GRANT (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions:

Forward 1 originals to ☐ Mayor ☒ CCO Date: 5/12/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:

6) City Clerk: Forward originals to CAO for ~~FINAL APPROVAL~~ Date:

7) CAO forwards originals to ~~CCO~~ Date:

8) City Clerk: Scan original and forwards 1 originals to: Sonia Sierra x- 5598 – CAO

Attach certified Reso # ☐ YES ☐ NO

Original Route form to Sonia ext. 5598
Rev. 9/9/2020