

This Instrument Prepared By:  
Celeda Wallace  
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 LEASE MODIFICATION

BOT FILE NO. 061391506

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, a Florida municipal corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 10, Township 50 South, Range 42 East, in the 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 August 19, 2015, the effective date of this modified lease, through April 12, 2025, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 32-slip commercial docking facility with a boat ramp to be used exclusively 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 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 26 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 annual lease fee of \$4,242.96, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. 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.

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(31), 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.

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 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) 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 renewal 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 (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 renewal, 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. 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  
2 South New River Drive East  
Fort Lauderdale, Florida 33330

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 renewal.

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

23. 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 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 agreement.

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. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street- 6A, Tallahassee, Florida 32399-1600 (phone 850/922-43330).

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 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 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 subsection 18-21.003(27), 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 and at the upland entrance to the docking facility which are clearly visible to passing boaters and 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.

WITNESSES:

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

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

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

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

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

(SEAL)

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

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:

*David L. Hill*      9/10/15  
DEP Attorney      Date

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

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

My Commission Expires: \_\_\_\_\_

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

WITNESSES:

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

\_\_\_\_\_  
Print Name

By \_\_\_\_\_  
JOHN P. "Jack" SEILER, Mayor

\_\_\_\_\_  
Print Name  
(SEAL)

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

ATTEST:

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

APPROVED AS TO FORM:  
CYNTHIA A. EVERETT, City Attorney

\_\_\_\_\_  
LYNN SOLOMON  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by JOHN P. "JACK" SEILER,  
Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

☒ Personally Known

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

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by LEE R. FELDMAN,  
City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

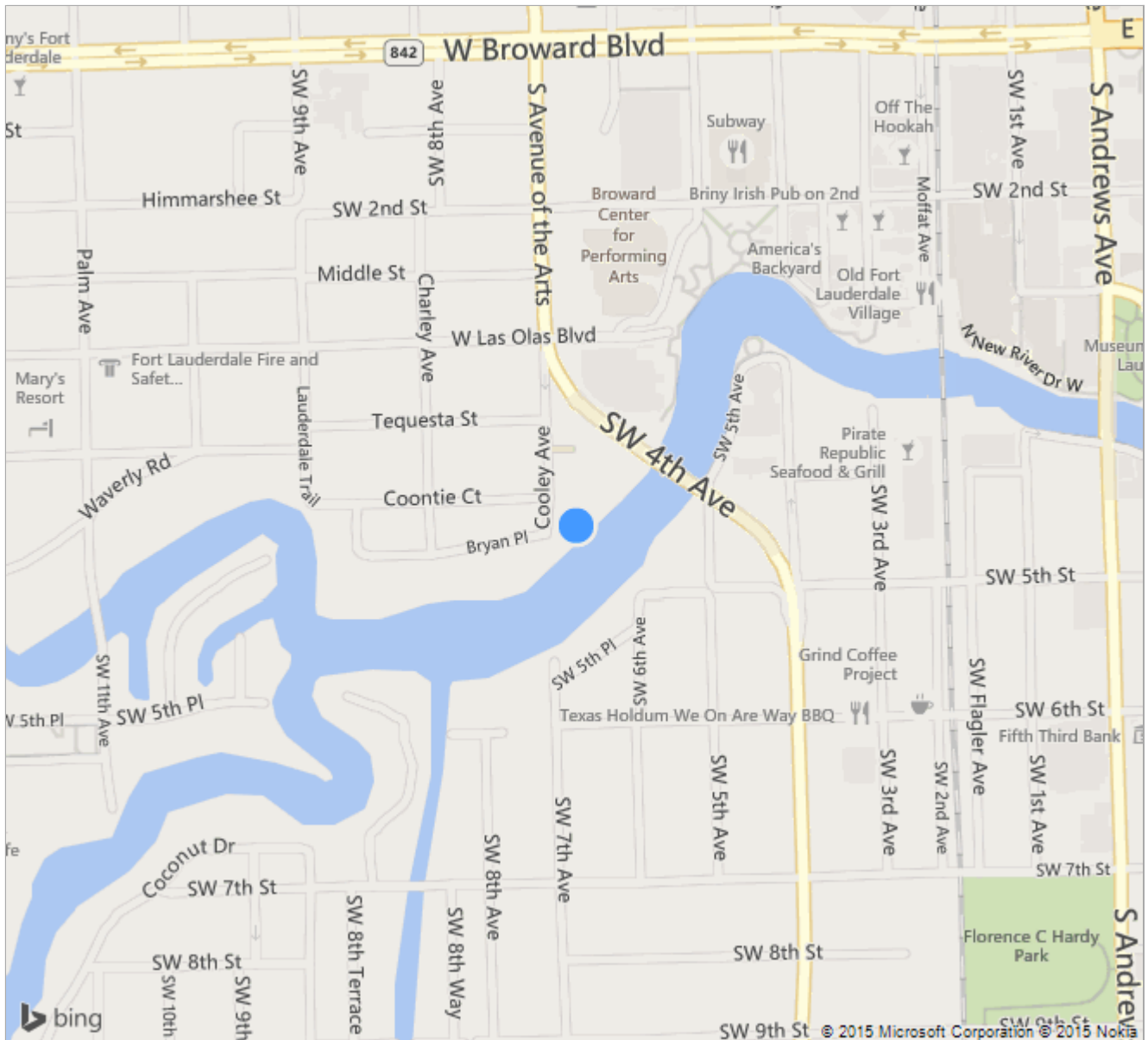
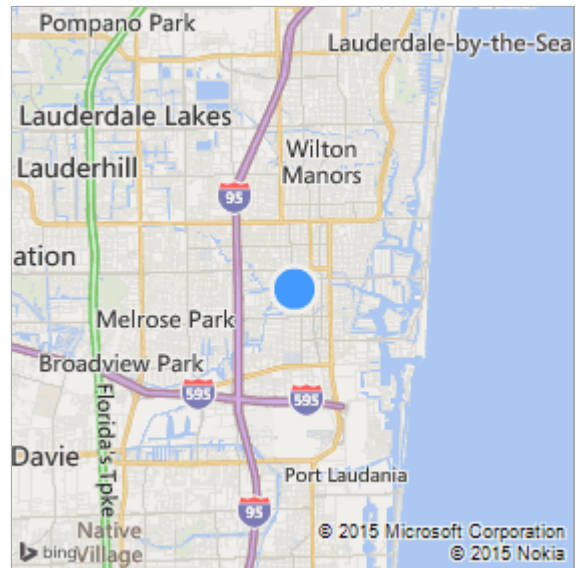
☒ Personally Known

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





450 SW 7th Ave, Fort Lauderdale, FL 33312



## 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.

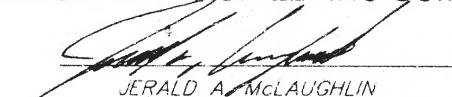
All of said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containg 42,480 square feet or 0.9752 acres more or less.

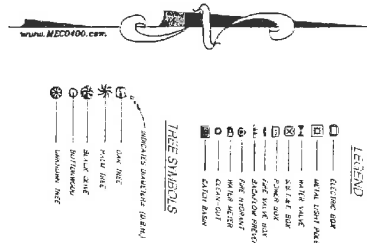
## CERTIFICATION

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  
State of Florida.

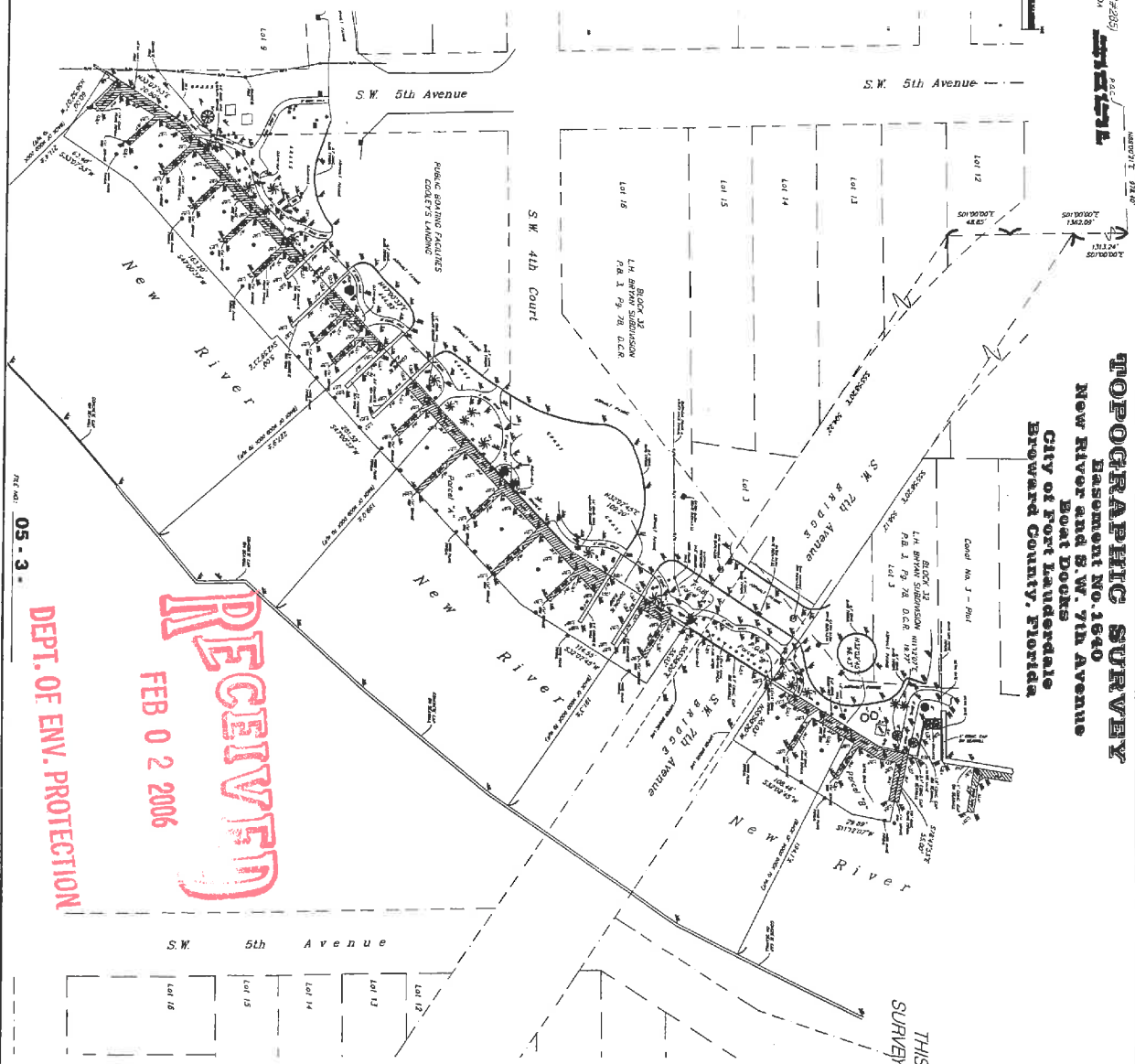
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0-1485

Chester Dr.

Dug, May

C. L. May 1905 (U. 1485) Dug



05 - 3 -  
DEPT. OF ENV. PROTECTION

RECEIVED  
FEB 02 2006



A Parcel of sovereignly submerged land in Section 10, Township 30 South, Range 42 East in the New River, in Fort Lauderdale, Broward County, Florida, more particularly described as follows:

[illegible]

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 5th day of October, 2004.  
 Noted Submerged Land Area, this 5th day of October, 2005.

~~MCLAUGHLIN ENGINEERING COMPANY~~

304751

DEC 863 PAGE 110

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,

STATE OF FLORIDA, BROWARD COUNTY  
This instrument filed for record

-vs-

WILLIAM FRANK MARSHALL,  
et al.,

and recorded MINUTES OF CIRCUIT COURT

Defendants.

51 page 110 Record Verified  
FRANK H. MARKS, Clerk

By *Frank H. Marks* D.C.

JUDGMENT

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 pro-  
duced before them and the charges of the Court, re-  
turned 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.

VERDICT

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 Colce Avenue, and running thence South along said Colce Avenue, 250 feet, more or less to North River Street; thence Northeastly along North River Street, 150 feet; thence Northwestly, 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 Colce Avenue, and running Northeastly 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 Colce 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. Hottel 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	950.00
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	1,000.00
Total	\$10,500.00

SO SAY WE ALL.

DATED this the 25<sup>th</sup> 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.

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 25<sup>th</sup> 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 623

Record Verdict  
FRANK H. MARKS, Clerk

By *Frank H. Marks*

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



#102422

THIS INSTRUMENT, Made this 2nd day of September A.D. 1926, BETWEEN O.E. Farrington and Inez 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, remised, 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 Coles 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 Coles 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. Inez Farrington (Seal)

Pauline Johnson  
Catherine J. Foster

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 Inez 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 Inez 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

K. F. SEAL:

STATE OF FLORIDA )  
COUNTY OF BROWARD )

This instrument filed for record 1st day of Nov 1926 and recorded in book 135 of Deeds on page E37, RECORD VERIFIED.

FRANK A. BRYAN, Clerk of Circuit Court,

By *W.R. Ship* D.C.

#102423

THIS INSTRUMENT, Made this 28th day of July A.D. 1926, BETWEEN S.P. Snyder and Son, Inc., 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,



2-7-1956

#699699

Form 14 Florida, Photostat WARRANTY DEED--Miscellaneous

557 Page 352

TUTSLAND REAL ESTATE CO. REAL ESTATE  
Title Law Firm Public Policy Notary

699699

**This Indenture,**

Made this 6th

day of February

A. D. 1956

Between

J. ALAN BURNS and BETTY S. BURNS, his wife,

of the County of Broward in the State of Florida  
parties of the first part, and CITY OF FORT LAUDERDALE, a municipal  
corporation of Florida, City Hall, Fort Lauderdale,

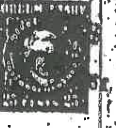
of the County of Broward in the State of Florida  
parties of the second part.

**Witnesseth,** that the said parties of the first part, for and in consideration  
of the sum of TEN THOUSAND AND OTHER VALUABLE CONSIDERATION----- Dollars,  
to them in hand paid by the said parties of the second part, the receipt  
whereof is hereby acknowledged, have granted, bargained and sold to the  
said parties of the second part, its successors ~~heirs~~ 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 78, 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.



And the said parties 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

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

Return to: JULIAN E. ROSS  
P. O. Box 1440, Fort Lauderdale, Fla.

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

718786

# This Indenture.

Made this 4th day of April, A. D. 1956

Between **J. B. FRASER & SONS, INC.**, a corporation existing under the laws of the State of Florida, having its principal place of business in the

County of Broward and State of Florida  
 party of the first part, and  
CITY OF FORT LAUDERDALE, a municipal corporation of Florida,  
 State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lots Three (3), Four (4) and Five (5) of L. H. BRYAN'S SUBDIVISION of Block Thirty-two (32) of Town of Fort Lauderdale, according to the plat thereof recorded in Plat Book 3, page 78, of the public records of Dade County, Florida; TOGETHER with all riparian rights appertaining thereto.

SUBJECT, HOWEVER, to that certain mortgage given by the Grantor herein to ERNST WERNER and ANTOINETTE WERNER, his wife, covering the above described property, and given to secure the payment of three (3) promissory notes in the aggregate sum of Twelve Thousand (\$12,000.00) Dollars, which mortgage has been recorded in the public records of Broward County, Florida.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said party of the first part do as covenant with the said party of the second part that it is lawfully seized of the said premises, that they are free of all incumbrance, and that it has good right and lawful authority to sell the same; and that said party of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year above written.

Signed, Sealed and Delivered in Our Presence:

J. B. FRASER & SONS, INC.

*Margaret Schmitt*  
*Don Dykstra*  
*Shirley E. Fraser*  
 Attest: *John Fraser*  
 Secretary

Attachment B  
 E. O. No. 1440, Fort Lauderdale



State of Florida,

County of BROWARD.

I HEREBY CERTIFY, That on this 4<sup>th</sup> day of April,  
 A. D. 19 56, 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 \_\_\_\_\_

Notary Public

Notary Public, 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

**Warranty Deed**  
 TO CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,  
 County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_,  
 A. D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., this  
 instrument was filed for record, and  
 being duly acknowledged and proven,  
 I have recorded the same on page \_\_\_\_\_  
 of Book \_\_\_\_\_  
 of 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

D. C.

ENGLISH, MCCAUGHAN & O'BRYEN  
 FIRST FEDERAL BUILDING