

This Instrument Prepared By:
Tiana D. Brown
Action No. 39046
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 EASEMENT

EASEMENT NO. 42214
BOT FILE NO. 060242466
PA NO. 06-0367971-001-EG

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 25,
Township 49 South, Range 42 East, in Middle River,
Broward County, Florida, as is more particularly described
and shown on Attachment A, dated December 7, 2018.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from December 21, 2018, the effective date of this 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 subaqueous wastewater force main and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection General Permit No. 06-0367971-001-EG, dated September 12, 2018, 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
c/o Mr. Krishan Kandial
100 N Andrews Ave., F1 4
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(60), 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. _____

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:

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

Original Signature

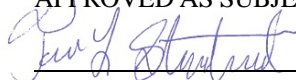
Print/Type Name of Witness

"GRANTOR"

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 AS SUBJECT TO PROPER EXECUTION:



DEP Attorney

1/28/2019

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

WITNESSES:

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

Print Name

By _____
DEAN J. TRANTALIS, Mayor,

Date: _____, 20__

Print Name

By _____
CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

(SEAL)

ATTEST:

JEFFREY A. MODARELLI, City Clerk

Approved as to form:

“GRANTEE”

ROBERT B. DUNCKEL
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Dean J. Trantalis,
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

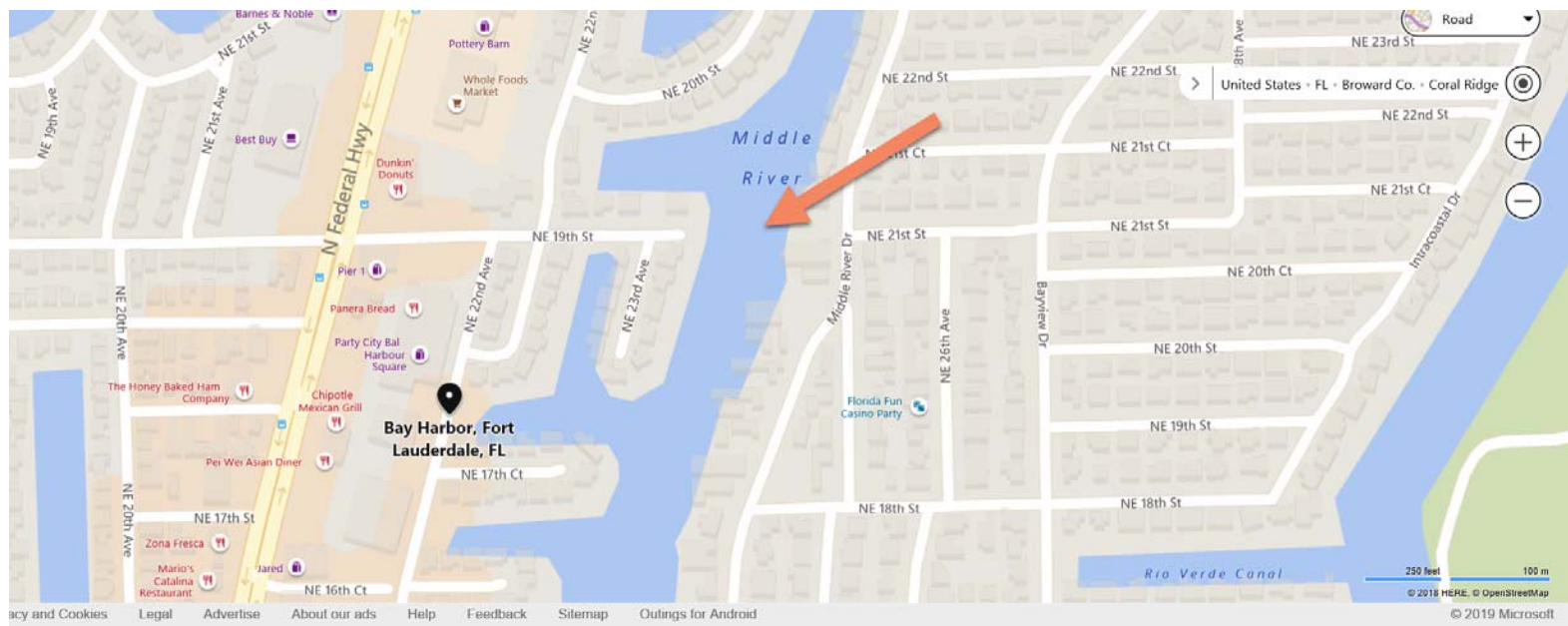
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Christopher J.
Lagerbloom, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)

Signature: Notary Public, State of Florida

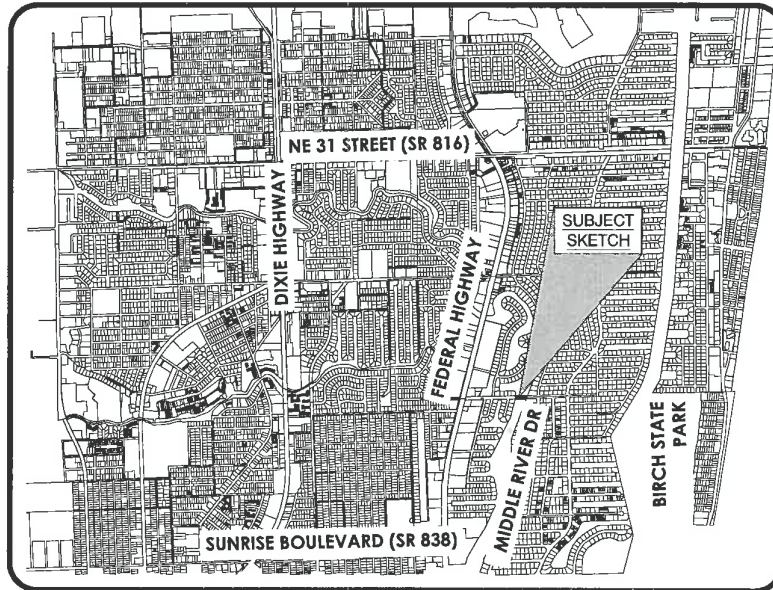
☒ Personally Known

Name of Notary Typed, Printed or Stamped



SCANNED

**MIDDLE RIVER
SOVEREIGN SUBMERGED LAND EASEMENT
16-INCH FORCE MAIN
A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 42 EAST
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**



LOCATION MAP

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

1" = 4000'

The Legal Description of the Subject Parcel was generated from the following documents:

Plat of "BAL HARBOUR" recorded in Plat Book 40, at Page 47 of the Public Records of Broward County, Florida.
Plat of "LIVERMORE ESTATES" recorded in Plat Book 19, at Page 11 of the Public Records of Broward County, Florida.
Plat of "CORAL RIDGE GALT ADDITION" recorded in Plat Book 27, at Page 46 of the Public Records of Broward County, Florida.
Broward County Highway Construction and Engineering Division map for Section 25, Township 49 South, Range 42 East.

Bearings and Coordinates shown hereon are referenced to grid north based upon the State Plane Coordinate System, Florida East Zone, North American Datum of 1983 (2011 Adjustment).

This sketch is a field survey performed on June 13, 2018 and recorded in the electronic field book.

Seawall (1) Elevation: Top=2.58 / Bottom=Unknown (NAVD '88)
Seawall (2) Elevation: Top=2.62 / Bottom=Unknown (NAVD '88)

A Mean High Water Elevation of 0.26 feet is reported for Tide Interpolation Point # 82 (County: Broward, Quad Name: Pompano Beach, NAVD '88 DATUM).

Linear Footage of shoreline within the easement is 41.51 feet.

Linear Units are Survey Feet.

All distances are Grid.

This map is intended to be displayed at a scale of 1"-100' or smaller.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Restrictions with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information were furnished other than what is cited in the above pertinent information used for the preparation of this document, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE (BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA):

I hereby certify to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida that the Sketch and Legal Description shown hereon is true and correct to the best of my knowledge and belief.

LONGITUDE SURVEYORS LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By:  Signature Date: 12/14/18

Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE:
Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

RECEIVED

DEC 14 2018

FL DEP
WEST PALM BEACH

LONGITUDE SURVEYORS

7715 NW 48TH STREET SUITE 310 DORAL FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

CITY OF FORT LAUDERDALE
MIDDLE RIVER 20' WIDE SOVEREIGN SUBMERGED LAND EASEMENT
16" FORCEMAIN
JOB No. 18199.0.01 PAGE 1 OF 3

LEGAL DESCRIPTION:

ALL SOVEREIGNTY LANDS LYING WITHIN THE FOLLOWING DESCRIBED LANDS BEING OVER AND ACROSS THE MIDDLE RIVER, BEING IN THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 42 EAST, FORT LAUDERDALE, BROWARD COUNTY, FLORIDA:

COMMENCE AT THE CALCULATED SOUTH ¼ CORNER (P.B. 27 - PG. 46) OF SAID SECTION 25, BEING N87°55'44"E, 1310.75 FEET FROM THE CALCULATED CORNER OF THE SE CORNER OF THE WEST ¼ OF THE SE ¼ OF SAID SECTION 25;

THENCE RUN S87°44'27"W ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION SAID SECTION 25, SAID LINE ALSO BEING THE CENTERLINE OF NE 21 STREET, FOR A DISTANCE OF 235.94 FEET TO A POINT ALONG THE EASTERLY RIGHT OF WAY OF MIDDLE RIVER AS ESTABLISHED BY THE MEAN HIGH WATER LINE, SAID POINT BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL;

THENCE RUN S24°38'58"W ALONG THE EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER, SAID LINE BEING THE MEAN HIGH WATER LINE, FOR A DISTANCE OF 1.62 FEET TO A POINT ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER;

THENCE CONTINUE S16°27'48"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER, SAID LINE BEING THE MEAN HIGH WATER LINE, FOR A DISTANCE OF 2.81 FEET TO A POINT ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE RUN S88°51'18"W OVER AND ACROSS SAID MIDDLE RIVER TO THE EAST EDGE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE, SAID SEAWALL AND MEAN HIGH WATER LINE ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF MIDDLE RIVER, FOR A DISTANCE OF 274.70' AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE RUN N07°17'41"E ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 20.22 FEET TO A POINT ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE RUN N88°51'18"E OVER AND ACROSS SAID MIDDLE RIVER TO THE WEST EDGE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE, SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER, FOR A DISTANCE OF 276.02 FEET TO A POINT ALONG THE EXISTING SEAWALL AND MEAN HIGH WATER LINE, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE RUN S10°21'18"W ALONG THE WEST EDGE SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 1.68 FEET TO A POINT ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE;

THENCE CONTINUE S80°29'48"E ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 0.56 FEET TO A POINT ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE;

THENCE CONTINUE S09°18'55"W ALONG SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE FOR A DISTANCE OF 1.39 FEET TO A POINT, SAID POINT BEING INTERSECTION OF THE SOUTHWESTERLY CORNER OF THE EXISTING SEAWALL AND THE MEAN HIGH WATER LINE;

THENCE CONTINUE S00°44'36"E ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 5.10 FEET TO A POINT ALONG SAID MEAN HIGH WATER LINE, SAID MEAN HIGH WATER LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF MIDDLE RIVER;

THENCE CONTINUE S13°55'21"W ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 5.00 FEET TO A POINT ALONG SAID MEAN HIGH WATER LINE;

THENCE CONTINUE S24°38'58"W ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 3.13 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5,526 SQUARE FEET AND/OR 0.127 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE (STANDARDS OF PRACTICE):

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes

LONGITUDE SURVEYORS LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____

Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Signature Date: 12/1/18

NOTICE:

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LONGITUDE

S U R V E Y O R S

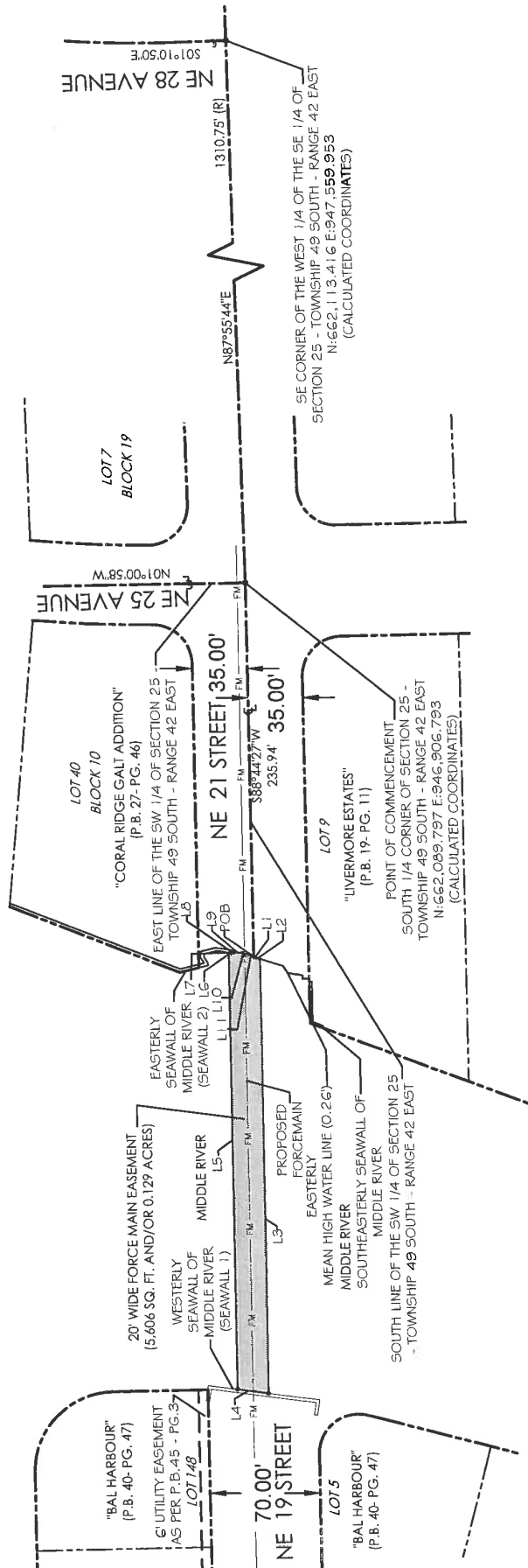
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JOB No. 18199.0.01 PAGE 2 OF 3

CITY OF FORT LAUDERDALE
MIDDLE RIVER 20' WIDE SOVEREIGN SUBMERGED LAND EASEMENT
16" FORCEMAIN



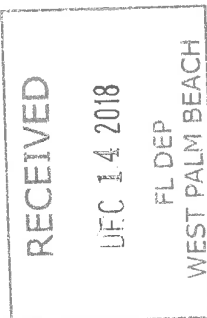
SCALE
1" = 100'



LEGEND

- C - CENTERLINE
- PT - POINT OF TANGENCY
- Δ - DELTA
- ORB - OFFICIAL RECORDS BOOK
- L - LENGTH
- LB - BUSINESS LICENSE NUMBER
- PB - PLAT BOOK
- PG - PAGE
- R - RADIUS
- (R) - RECORD
- C - CHORD
- PBB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- POT - POINT OF TERMINATION
- PRC - POINT OF REVERSE CURVATURE
- PNT - POINT OF NON-TANGENCY
- PNTC - POINT OF NON-TANGENT CURVATURE

LINE TABLE		
NO.	BEARING	LENGTH
L1	S24°38'58"W	162'
L2	S16°27'48"W	281'
L3	S88°51'18"W	274.70'
L4	N07°17'41"E	20.22'
L5	N88°51'18"E	276.02'
L6	S10°21'18"W	168'
L7	S80°29'48"E	0.56'
L8	S09°18'55"W	1.39'
L9	S00°44'36"E	5.10'
L10	S13°55'21"W	5.00'
L11	S24°38'58"W	3.13'



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