

This Instrument Prepared By:
Tiana D. Brown
Action No. 36964
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. 42104
BOT FILE NO. 060241346
PA NO. 06-0356510-001-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 10,
Township 50 South, Range 42 East, in Tarpon River,
Broward County, Florida, containing 5,561 square feet, more or less,
as is more particularly described and shown on Attachment A, dated November 1, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from December 5, 2017, 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 sewer 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. 06-0356510-001, dated August 29, 2017, 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.

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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
Attention: Daniel Rey
100 North Andrews Avenue
Fort Lauderdale, Florida 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.

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

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

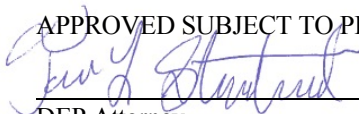
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/23/2021

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:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

Jeffery A. Modarelli,
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Robert B. Dunckel, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

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 ____ day of _____, 2021, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

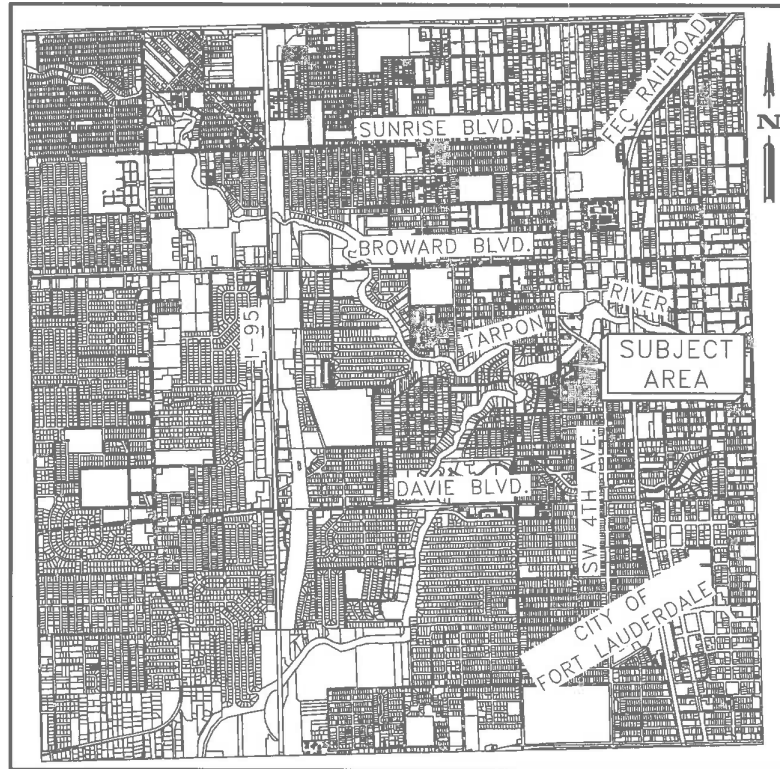
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

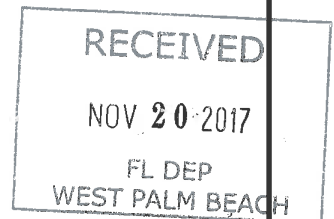
Personally Known_____ OR Produced Identification_____

Type of Identification Produced _____

TARPON RIVER
SOVEREIGN SUBMERGED LAND EASEMENT
30-INCH FORCE MAIN
A PORTION OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



LOCATION MAP
 1" = 4,000'



SURVEYOR'S CERTIFICATION:

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. ALSO, THIS SKETCH AND LEGAL COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

[Signature]

JIM SULLIVAN
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER LS6889
 ERDMAN ANTHONY OF FLORIDA, INC.
 LICENSE BUSINESS NUMBER LB7334
 STATE OF FLORIDA

11-01-2017
 DATE



CITY OF FORT LAUDERDALE	ERDMAN ANTHONY  5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL 33417 © 2017 ERDMAN ANTHONY	TARPON RIVER 20' WIDE SOVEREIGN SUBMERGED LAND EASEMENT 30" FORCE MAIN			
		60302.00	N/A	11/01/17	1 OF 4

LEGAL DESCRIPTION:

ALL SOVEREIGNTY LANDS LYING WITHIN THE FOLLOWING DESCRIBED LANDS BEING OVER AND ACROSS THE TARPON RIVER IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 50 SOUTH, RANGE 42 EAST, FORT LAUDERDALE, BROWARD COUNTY, FLORIDA:

COMMENCING AT A NAIL & WASHER "LB7019" FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 10, BEING NORTH 87°55'26" EAST, 2670.11 FEET FROM A NAIL & WASHER "LB7019" FOUND FOR THE NORTH QUARTER CORNER OF SECTION 9 OF SAID TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE SOUTH 02°05'48" EAST, 2150.94 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AS SHOWN ON DR. KENNEDY HOMES (P.B. 179, PG. 115 B.C.R.);

THENCE NORTH 87°54'12" EAST, 960.43 FEET OVER AND ACROSS SAID NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF THE R/W FOR SW 7TH AVE. (40 FEET WIDE (P.B. 7, PG. 19 B.C.R.)) AND THE NORTH R/W LINE OF TARPON RIVER AS ESTABLISHED BY THE EXISTING SEAWALL AND EDGE OF WATER BEING THE M.H.W. LINE;

THENCE NORTH 64°19'20" EAST, 4.33 FEET ALONG SAID R/W FOR SW 7TH AVE. AND TARPON RIVER TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 64°19'20" EAST, 5.37 FEET CONTINUING ALONG SAID R/W FOR SW 7TH AVE. AND TARPON RIVER;

THENCE NORTH 30°50'37" EAST, 28.30 FEET CONTINUING ALONG SAID R/W FOR SW 7TH AVE. AND TARPON RIVER TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 01°24'30" EAST, 282.79 FEET OVER AND ACROSS SAID TARPON RIVER TO THE SOUTH R/W LINE OF SAID TARPON RIVER AND THE NORTHEAST R/W CORNER OF SW 7TH AVE. (20 FEET WIDE R/W);

THENCE SOUTH 02°07'23" EAST, 10.25 FEET ALONG THE EXISTING EAST R/W LINE OF SAID SW 7TH AVE. (20 FEET WIDE) TO THE NORTH EDGE OF AN EXISTING SEAWALL AND M.H.W. LINE AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87°41'14" WEST, 20.00 FEET OVER AND ACROSS SAID SW 7TH AVE. R/W TO THE WEST R/W LINE OF SAID SW 7TH AVE. AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02°07'23" WEST, 10.44 FEET ALONG THE EXISTING WEST R/W LINE OF SAID SW 7TH AVE. TO A POINT IN THE TARPON RIVER;

THENCE NORTH 01°24'30" WEST, 256.78 FEET CONTINUING OVER AND ACROSS SAID TARPON RIVER TO THE POINT OF BEGINNING AND CONTAINING 0.1277 ACRES (5,561 SQUARE FEET) MORE OR LESS.

BSM APPROVED

By: J.A. Date: 11/9/2017

CITY OF FORT LAUDERDALE	ERDMAN ANTHONY  5405 OKEECHOBEE BLVD., SUITE 200 WEST PALM BEACH, FL 33417 © 2017 ERDMAN ANTHONY	TARPON RIVER 20' WIDE SOVEREIGN SUBMERGED LAND EASEMENT 30" FORCE MAIN			
		60302.00	N/A	11/01/17	2 OF 4

ABBREVIATIONS:

B.C.R.	=	BROWARD COUNTY RECORDS
B.C.C.C.	=	BROWARD COUNTY CIRCUIT COURT
E.O.W.	=	EDGE OF WATER
ESMT.	=	EASEMENT
FND.	=	FOUND
F.M.	=	FORCE MAIN
INST.	=	INSTRUMENT
M.H.W.	=	MEAN HIGH WATER
N&W	=	NAIL AND WASHER
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
RGE.	=	RANGE
R/W	=	RIGHT OF WAY
SEC.	=	SECTION
S.S.L.E.	=	SOVEREIGN SUBMERGED LAND EASEMENT
S.S.L.L.	=	SOVEREIGN SUBMERGED LAND LEASE
TWP.	=	TOWNSHIP

SURVEYOR'S NOTES:

1. 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 (1990 ADJUSTMENT). ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) REFERENCED TO FDOT MONUMENTS "C04" AS REFERENCED IN PROJECT NETWORK CONTROL (428724-1-52-01).
3. THIS SKETCH IS A FIELD SURVEY ON SEPTEMBER 2017.
4. A FIELD SURVEY WAS PERFORMED BY ERDMAN ANTHONY WITH A LAST FIELD DAY OF SEPTEMBER 9, 2017 AS RECORDED IN FIELD BOOK EA MISC. 31.
5. SEAWALL(1) ELEVATIONS: SEAWALL(2) ELEVATIONS:
TOP = +2.00 TOP = +2.30
BOTTOM = UNKNOWN BOTTOM = -2.00
6. A M.H.W. ELEVATION OF +0.25 FEET IS REPORTED FOR TIDE STATION ID 872-2939 WITH A DATE OF OCTOBER 27, 2015.
7. LINEAR FOOTAGE OF SHORELINE WITHIN THE EASEMENT AREA IS 56.01 FEET.
8. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.
9. LINEAR UNITS ARE US SURVEY FEET.
10. ALL DISTANCES ARE GRID.
11. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=100' OR SMALLER.
12. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
13. ADDITIONS OR DELETIONS TO THIS MAP AND REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
14. THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT ALL SHEETS OF THIS SET.

CITY OF FORT LAUDERDALE

**ERDMAN
ANTHONY** 

5405 OKEECHOBEE BLVD., SUITE 200
WEST PALM BEACH, FL 33417

© 2017 ERDMAN ANTHONY

**TARPON RIVER
20' WIDE SOVEREIGN SUBMERGED
LAND EASEMENT
30" FORCE MAIN**

60302.00

N/A

11/01/17

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