

This Instrument Prepared By:
Sue Jones
Action No. 43359
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. 42563
BOT FILE NO. 060359586
PA NO. 06-383931-EI

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 11,
Township 50 South, Range 42 East, in Tarpon River,
Broward County, Florida, containing 543 square feet, more or less,
as is more particularly described and shown on Attachment A, dated May 26, 2021.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 29, 2021, 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 sanitary 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 Consolidated Environmental Resource Permit No. 06-383931-EI, dated February 29, 2019, 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.

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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
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(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 Grantee and the Grantor have executed this instrument on the day and year first above written.

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: _____

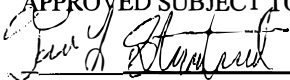
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"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:



8/23/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Fort Lauderdale, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Dean J. Trantalls

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Dean J. Trantalls as Mayor, for and on behalf of City of Fort Lauderdale, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name



McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

CERTIFIED TO:
THE BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SUBMERGED LAND EASEMENT TARPON RIVER SECTION 11-50S-42E SHEET 2 OF 3 SHEETS

LEGAL DESCRIPTION:

That part of the sovereign lands of the State of Florida that lie within the following described area in TARPON RIVER, being a portion of Section 11, Township 50 South, Range 42 East, Broward County, Florida, South and Southeast of and adjacent to Lot 20, Block 24, RIO VISTA ISLES, UNIT 3, according to the plat thereof as recorded in Plat Book 7, Page 47 of public records of Broward County, Florida, more fully described as follows:

Commencing at the most East, Northeast corner of said Lot 20; thence South 01°43'28" East, on the East line of said Lot 20, being the West right-of-way line of S.E. 9th Avenue, a distance of 140.72 feet to a point on the wetface of an existing seawall on the North line of said Tarpon River, being a point on the Mean High Water Line and to the Point of Beginning; thence continuing South 01°43'28" East, on the Southerly extension of said the East line of Lot 20 and West right-of-way line, a distance of 49.25 feet to a point on the wetface of an existing seawall on the South line of said Tarpon River, being a point on the Mean High Water Line; thence North 79°24'05" East, on said wetface and on said Mean High Water Line and Easterly extension thereof, a distance of 11.13 feet; thence North 01°43'28" West, on a line 11.00 feet East of and parallel with the said Southerly extension of East line of Lot 20 and West right-of-way line, a distance of 49.48 feet to a point on the Easterly extension of the wetface of an existing seawall on the North line of said Tarpon River; thence South 78°14'24" West, on said Easterly extension and on the wetface of an existing seawall on the North line of said Tarpon River, being on the Mean High Water Line, a distance of 11.17 feet to the Point of Beginning.

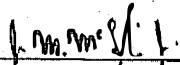
Said Submerged Land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 543 square feet or 0.0125 acres more or less.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 14th day of July, 2020.
Scaled NAD83 coordinate added this 31st day of July, 2020.
Revised Easement Limits the 26th day of May, 2021.

McLAUGHLIN ENGINEERING COMPANY


JAMES M. McLAUGHLIN JR.
Registered Land Surveyor No. 4497
State of Florida.



Digitally signed
by James M
McLaughlin Jr
Date: 2021.05.26
12:41:36 -04'00'

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations of rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A FIELD SURVEY.
- 5) Bearings and coordinates shown assume the East line of Lot 20, as South 01°43'28" East.

FIELD BOOK NO. OFFICE ONLY

DRAWN BY: JMMjr

JOB ORDER NO. V-5356

CHECKED BY: _____

C: \JMMjr\2020\5356 (SLS EASE)\dwg\5356 (SLS EASE).dwg 5/26/2021 12:25:16 PM EDT

Attachment A
Page 7 of 8 Pages
Easement No. 42563
BOT File No. 060359586



McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

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OF THE STATE OF FLORIDA

SOUTH RIO VISTA BOULEVARD
26.98' RADIUS= 20'

POINT OF COMMENCEMENT
MOST S. NE CORNER, LOT 20

**LOT 20, BLOCK 24
RIO VISTA ISLES UNIT 3
(PLAT BOOK 7, PAGE 47, B.C.R.)**

POINT OF BEGINNING
N 64°46'33.39"(Y)
E 94°03'36.36"(X)
SCALED NAD83

2' SEAWALL CAP

FORCE MAIN

TARPON RIVER
THE MEAN HIGH WATER
LINE LIES ON THE FACE
OF THE SEAWALL

2' SEAWALL CAP

**LOT 20, BLOCK 10
RIO VISTA ISLES UNIT 3
(P.B. 7, PG. 47, B.C.R.)**

**S.E. 9th AVENUE
(50' R/W)**

CONC. WALK & RAILING

140.72' S01°43'28"E

EAST LINE, LOT 20
& EAST R/W LINE

**S.E. 9th AVENUE
(50' R/W)**

578°14'24"W
11.17'
49.48'
N01°43'28"W
BRIDGE
(R/W NOT
DELINEATED)

**LOT 1, BLOCK 28
RIO VISTA ISLES UNIT 3
(PLAT BOOK 7, PAGE 47, B.C.R.)**

TARPON RIVER

**11' SUBMERGED LAND
EASEMENT (543 SQ. FT.)**

**LOT 1, BLOCK 23
RIO VISTA ISLES UNIT 3
(P.B. 7, PG. 47, B.C.R.)**

**SUBMERGED
LAND EASEMENT
IN TARPON RIVER
SECTION 11-50S-42E
SHEET 3 OF 3 SHEETS**

CERTIFIED TO:
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OF THE INTERNAL
IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

LEGEND:

R/W= RIGHT-OF-WAY

B.C.R.= BROWARD COUNTY RECORDS

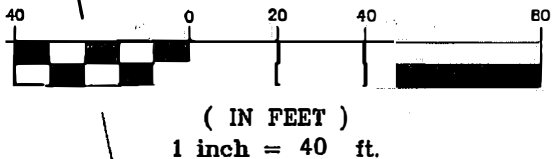
P.B.= PLAT BOOK

PG.= PAGE

SQ. FT.= SQUARE FEET

NAD83= North American Datum 1983

GRAPHIC SCALE



FIELD BOOK NO. OFFICE ONLY

DRAWN BY: JMMjr

JOB ORDER NO. V-5356

CHECKED BY:

C:\JMMjr\2020\V5356 (SLS EASE)\dwg\V5356 (SLS EASE).dwg 5/26/2021 12:25:16 PM EDT

Attachment A

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Easement No. 42563

BOT File No. 060359586

CAM 21-0999

Exhibit 3

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