

This Instrument Prepared By:  
Sue Jones  
Action No. 43922  
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 EASEMENT

EASEMENT NO. 42549  
BOT FILE NO. 060359106  
PA NO. 06-0384624-001-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 sovereignty submerged lands described as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 11,  
Township 50 South, Range 42 East, in New River,  
Broward County, Florida, containing 2.676 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated November 4, 2020.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from July 8, 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 a subaqueous 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. 06-0384624-001, dated February 26, 2020, 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.

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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  
100 N. 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.

IN WITNESS WHEREOF, the Grantee and the Grantor 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

(SEAL)

Original Signature

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

"GRANTOR"

Print/Type Name of Witness

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:



9/21/2021

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

\_\_\_\_\_  
Typed/Printed Name of Witness

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

\_\_\_\_\_  
Typed/Printed Name of Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Original Signature of Executing Authority

Dean Trantalis

\_\_\_\_\_  
Typed/Printed Name of Executing Authority

Mayor

\_\_\_\_\_  
Title of Executing Authority

“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 Trantalis 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

**SUBMERGED LAND EASEMENT**

**IN NEW RIVER**

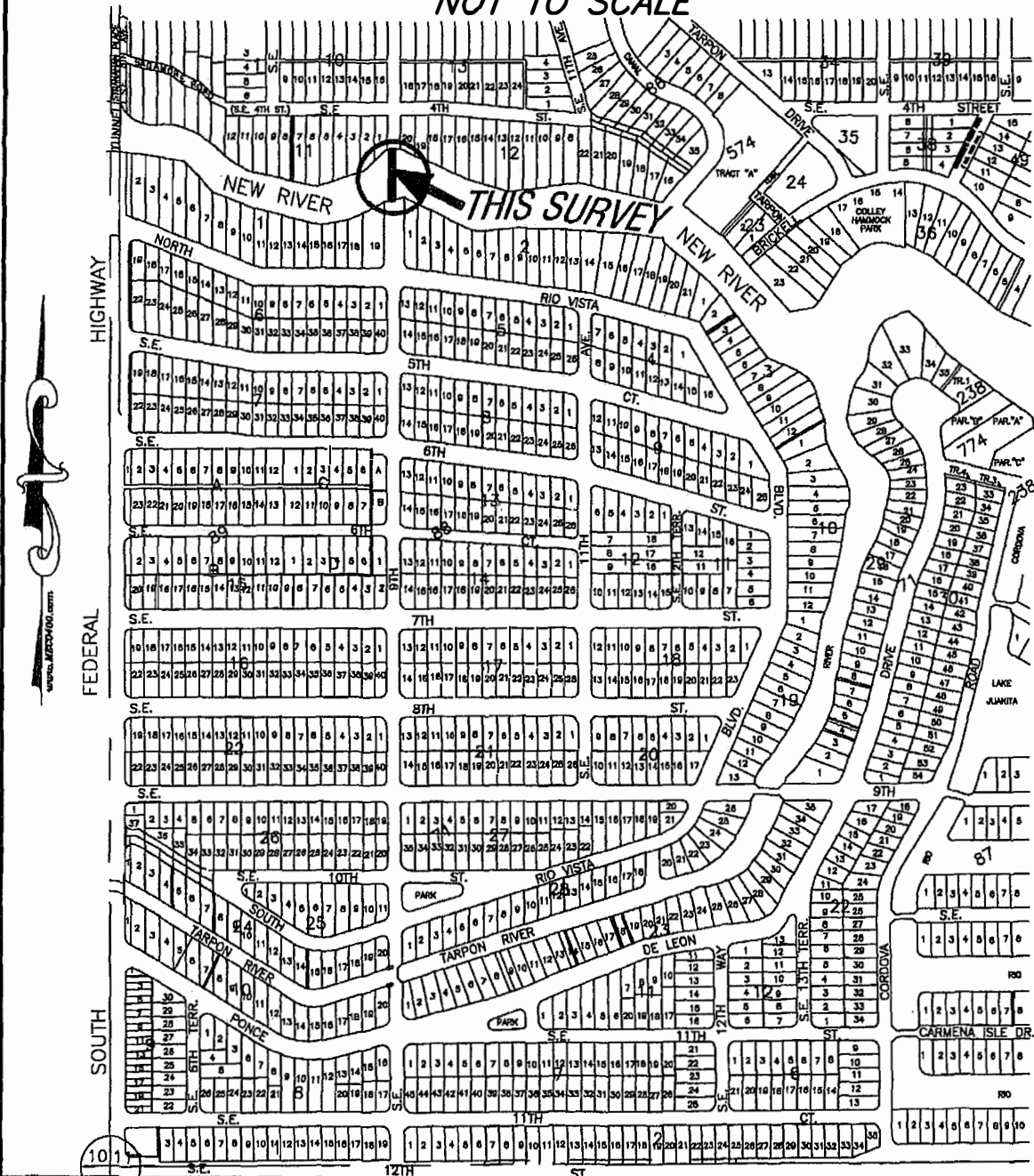
**SECTION 11-50S-42E**

**SHEET 1 OF 3 SHEETS**

**LOCATION MAP**

**NOT TO SCALE**

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



FIELD BOOK NO. GPS, EFB & PRINTS Attachment A

DRAWN BY: JMMjr

Page 6 of 9 Pages

JOB ORDER NO. V-5534

Easement No. 42549

CHECKED BY: \_\_\_\_\_

BOT File No. 060359106

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CAM 21-0999

Exhibit 4

Page 6 of 9



# 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

### NEW 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 NEW RIVER, being a portion of Section 11, Township 50 South, Range 42 East, Broward County, Florida, South of and adjacent to S.E. 9th Avenue right-of-way, between Blocks 1 and 12, COLEE HAMMOCK, according to the plat thereof as recorded in Plat Book 1, Page 17 of public records of Broward County, Florida; AND North of and adjacent to S.E. 9th Avenue right-of-way, between Blocks 1 and 2, RIO VISTA, according to the plat thereof as recorded in Plat Book 1, Page 18 of public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of Lot 1 of said Block 11; thence South 01°18'44" East, on the East line of said Lot 1, being the West right-of-way line of S.E. 9th Avenue, a distance of 124.62 feet; thence North 88°40'25" East, a distance of 15.47 feet to a point on the wetface of an existing bulkhead on the North line of said New River, being a point on the Mean High Water Line and to the Point of Beginning; thence continuing North 88°40'25" East, on said wetface and Mean High Water Line, a distance of 15.00 feet; thence South 01°34'35" East, a distance of 176.21 feet to a point on the wetface of an existing bulkhead on the South line of said New River, being a point on the Mean High Water Line; thence South 72°28'41" West, on said wetface and on said Mean High Water Line, a distance of 15.60 feet; thence North 01°34'35" West, a distance of 180.56 feet to the Point of Beginning.

Said Submerged Land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 2,676 square feet or 0.0614 acres more or less.

### 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 shown assume the East line of said Lot 1, Block 11, as South 01°18'44" East.
- 6) The coordinates and dimensions as shown on this drawing meet or exceed the one (1) foot tolerance requirements of the Corps of Engineers.
- 7) This property has undetermined linear feet of shoreline on the New River as it abuts public right-of-way.
- 8) There is no visible shoreline vegetation within the Submerged Area.
- 9) The Mean High Water Line Elevation (0.32) per the Florida Department of Environmental Protection, Tidal Water Survey Procedural Approval, signed by W. Lamar Evers, PSM, 11/4/20.
- 10) Elevations shown refer to North American Vertical Datum (1988) and are indicated thus: (-) 15.2' & \*2.46

### 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 4th day of November, 2020.

**McLAUGHLIN ENGINEERING COMPANY**



**JERALD A. McLAUGHLIN**  
Registered Land Surveyor No. 5269  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

Attachment A

DRAWN BY: JMMjr

JOB ORDER NO. V-5534

Page 7 of 9 Pages

Easement No. 42549

CHECKED BY: \_\_\_\_\_

BOT File No. 060359106

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**LB#285**

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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 INTERNAL**  
**IMPROVEMENT TRUST FUND**  
**OF THE STATE OF FLORIDA**

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

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**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 4th day of November, 2020.

APPROVED  
By Jorge G. Alfonso at 1:28 pm, Dec 21, 2020

**McLAUGHLIN ENGINEERING COMPANY**

JERALD A. McLAUGHLIN  
Registered Land Surveyor No. 5269  
State of Florida.

FIELD BOOK NO. \_\_\_\_\_

Attachment A  
Page 8 of 9 Pages

DRAWN BY: JMMjr

JOB ORDER NO. V-5534

Easement No. 42549

CHECKED BY: \_\_\_\_\_

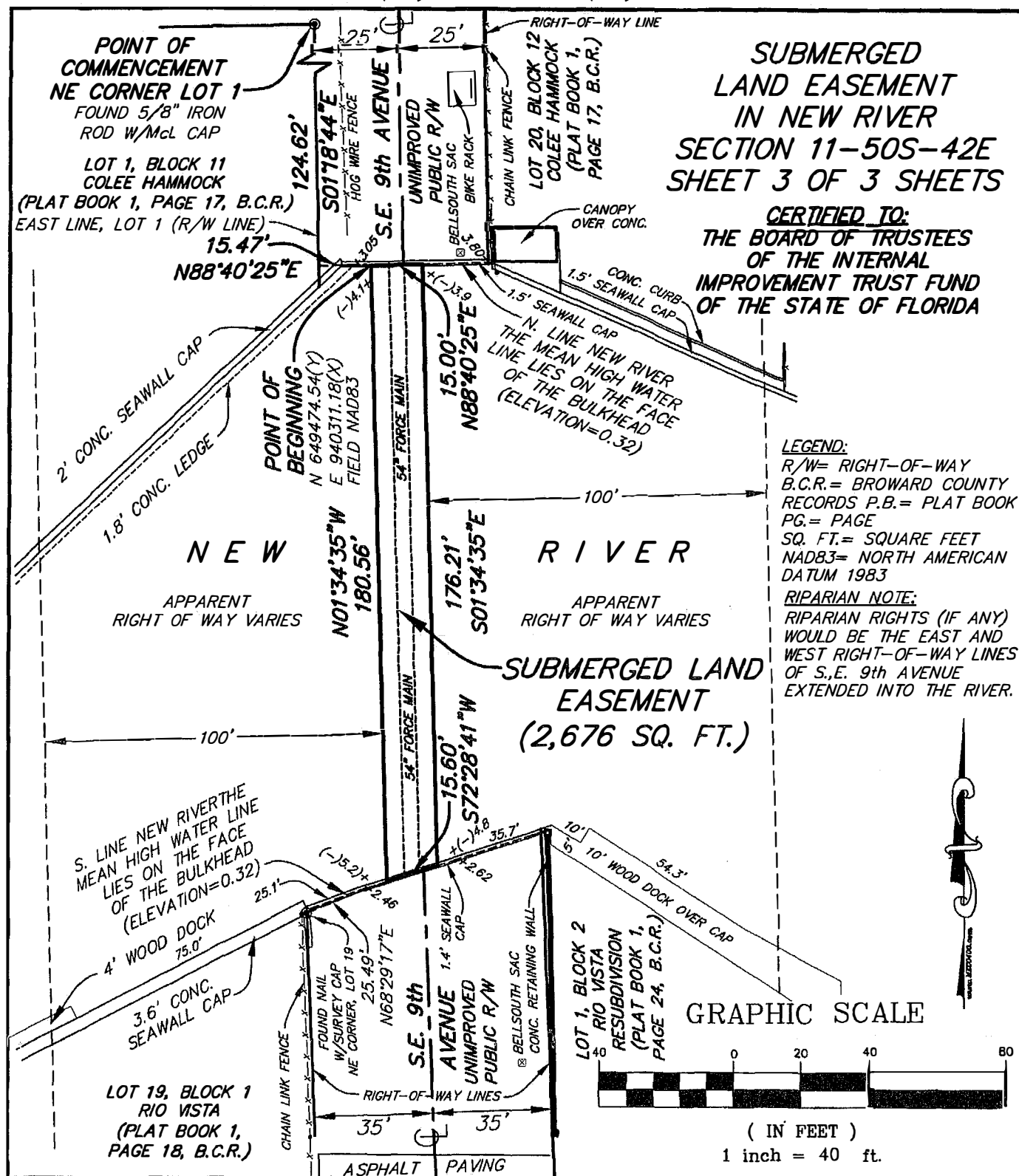
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FIELD BOOK NO. \_\_\_\_\_

Attachment A

DRAWN BY: JMMjr

Page 9 of 9 Pages

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Easement No. 42549

CHECKED BY: \_\_\_\_\_

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Exhibit 4

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