

Prepared By and Return To:
 Robin J. Smith
 Government Operations Consultant II
 Bureau of Public Land Administration
 Division of State Lands
 Department of Environmental Protection
 3800 Commonwealth Boulevard, MS130
 Tallahassee, FL 32399-3000

**JOHN U. LLOYD BEACH STATE PARK AND BROWARD COUNTY, FLORIDA
 ACKNOWLEDGMENT AND AGREEMENT**

THIS ACKNOWLEDGMENT AND AGREEMENT (“Acknowledgment”) is made this _____, 20__, by BROWARD COUNTY, FLORIDA (the “County”) for the benefit of BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (“Board of Trustees”), STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS (“DRP”) and NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not-for-profit corporation (“NOVA”).

WITNESSETH

WHEREAS, by warranty deed dated August 27, 1974, recorded in Official Records Book 5973, Page 371, Public Records of Broward County, Florida (the “Deed”), the County conveyed to the Board of Trustees the following described real property located in Broward County, Florida (the “Property”) for the express purpose of using the Property only for recreational purposes:

(See Exhibit “A” – Attached)

WHEREAS, the Deed includes a restriction which restricts the use of the Property only for recreational purposes as administered by the State of Florida Department of Environmental Protection (as successor in interest to the Department of Natural Resources), Division of Recreation and Parks, in accordance with their rules and regulations (the “Restriction”) and a reverter in favor of the County in the event the Property is abandoned or ceases to be used for the aforementioned recreational purposes for a period of one year (the “Reverter”); and

WHEREAS, DRP has advised the County that the Property is currently managed by DRP, under Board of Trustees’ Lease No. 2787 as part of John U. Lloyd Beach State Park; and

WHEREAS, DRP desires to sublease (the “Sublease”) that portion of the Property which is more particularly described in Exhibit “B” attached hereto and made a part hereof (“Subleased Premises”) to NOVA for use as part of and in conjunction with the operation of the Nova Southeastern University Oceanographic Center; and

WHEREAS, the Board of Trustees, DRP, and NOVA wish to obtain written acknowledgment from the County that the County agrees to waive the Restriction and Reverter as to the Subleased Premises only, for so long as the Sublease is in effect.

NOW, THEREFORE, the County hereby acknowledges and agrees to waive the Restriction and Reverter as to the Subleased Premises only, for so long as the Sublease is in effect. Upon termination of the Sublease for any reason, the Restriction and Reverter set forth in the Deed shall be in full force and effect. Provided the County is promptly informed of any changes in the use of the Subleased Premises or the party in possession thereof, the County further agrees that if it believes such use is a violation of the Restriction, no reversion of the Subleased Premises shall occur until (i) the County has given notice of such violation to the Board of Trustees, DRP and NOVA, and (ii) the cure periods in the Sublease shall have expired without such violation having been remedied.

All notices and elections to be given or delivered by or to any entity hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Board of Trustees:

Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida
State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000
Attention: Bureau Chief

State of Florida Department of Environmental Protection
Division of Recreation and Parks
Office of Park Planning MS 525
3900 Commonwealth Boulevard
Tallahassee, Florida 32399
Attention: Office Chief

County:

Broward County
Real Property Section
115 South Andrews Avenue
Ft. Lauderdale, Florida 33301

NOVA:

Nova Southeastern University, Inc.
3301 College Avenue
Ft. Lauderdale-Davie, Florida 33314-7796
Attention: President

With a copy to:

Nova Southeastern University, Inc.
3301 College Avenue
Ft. Lauderdale-Davie, Florida 33314-7796
Attention: Vice President for Legal Affairs

The County acknowledges that the Board of Trustees, DRP and NOVA are relying on the statements and representations contained in this Acknowledgment as an inducement for the grant of the Sublease to NOVA.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be executed on the date first above written.

BROWARD COUNTY, FLORIDA
By its Board of County Commissioners

(Witness Signature)

By: _____

(Print Witness Name)

Printed Name: _____

(Witness Signature)

Title: _____

(Print Witness Name)

Attest: _____

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County
Florida

Printed Name: _____

(OFFICIAL SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, as _____ and _____, respectively, on behalf of the Board of County Commissioners of Broward County, Florida, who are personally known to me or who produced _____ as identification.

Notary Public

Print Notary Name

(SEAL)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"
Legal Description of the Property

The Navy land is included in this

74-215942

WARRANTY DEED

08-27-74
RECORDED
INDEXED
AUG 27 1974
BROWARD COUNTY, FLORIDA

THIS WARRANTY DEED MADE THIS *27th* day of *August*, A. D., 1974, by Broward County, a political subdivision of the State of Florida, Courthouse, Fort Lauderdale of the County of Broward and State of Florida, hereinafter called the Grantor, to the State of Florida Board of Trustees of the Internal Improvement Trust Fund whose post office address is Elliot Building, Tallahassee, Florida 32304, hereinafter called the Grantee:

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Broward County, Florida, viz:

Government lots two (2) and five (5) of Section 24, Township 50 South, Range 42 East, Broward County, Florida, as shown by the survey of J. W. McLaughlin, Registered Engineer, dated July 2, 1953, hereto attached and made a part hereof as "Exhibit A"

Subject to that certain Lease by Resolution Min Book 15, page 175, a fifty year Lease, beginning July 1, 1957. A corrected description of the U. S. Navy Lease attached hereto and made a part hereof as "Exhibit B". Less and except from said Government Lot two (2), Section 24, Township 50 South, Range 42 East, that certain Quitclaim Deed O. R. 5124, page 213 with a 50 foot easement attached hereto and made a part hereof as "Exhibit C".

Less and except from said Government Lot two (2), Section 24, Township 50 South, Range 42 East, that certain Deed O. R. 3589, page 93 and modified by that certain Quitclaim Deed O. R. 5124, page 211, both attached hereto and made a part hereof, as "Exhibits D and Da"; and

The south 25.0 feet of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 24, Township 50 South, Range 42 East, lying East of the East right of way of County Beach Road, as recorded in Right-of-Way Map Book 6, Page 4 of the Public Records of Broward County, Florida; and

All that external area lying Southwesterly of an arc formed by a 25.0 feet Radius, tangent to a line 25.0 feet North of and parallel to the South boundary of said Section 24 and tangent to the East right of way line of said County Beach Road. As indicated by that certain special Warranty Deed O. R. 3688, page 281, attached hereto and made a part hereof as "Exhibit E"; and

Copy of original Warranty Deed

74 000 11 P 12:05

5973 P 371

RECORDED
INDEXED
AUG 27 1974
BROWARD COUNTY, FLORIDA

Exhibit "A"
Legal Description of the Property

that portion of the SE ¼ of the SW ¼ of Section 24, Township 50 South, Range 42 East, described as follows: Beginning at a point on the South Boundary of the Southwest Quarter of Section 24, Township 50 South, Range 42 East and 2372.18 feet East of the Southwest corner of said Southwest Quarter; thence on said South boundary run Easterly a distance of 109.09 feet to a point; thence on a line 350.00 feet Easterly of and parallel to the East right of way of the Florida East Coast Canal (Intracoastal Waterway), run Northerly a distance of 31.8 feet to a point of Curvature of a circular curve to the Right having a radius of 1382.40 ft. and a Central angle of 29°12'50"; thence on the Arc of said curve run Northeasterly a distance of 704.86 feet to a point of Tangency; thence on the tangent produced continue Northeasterly a distance of 275.88 feet to a point on the East boundary of aforesaid Southwest Quarter; thence on said East boundary run Northerly a distance of 190.74 feet to a point; thence on a line forming an angle 31°37'05" in the Southwest Quadrant run Southwesterly a distance of 438.12 feet to a point of Curvature of a circular curve to the left, having a radius of 1482.40 feet and a Central angle of 29°12'50"; thence on the Arc of last aforesaid curve continue Southwesterly a distance of 755.85 feet to a Point of Tangency; thence on the tangent produced, being a line 250.3 feet Easterly of and parallel to the East right of way of the Florida East Coast Canal (Intracoastal Waterway) run southerly a distance of 36.45 Feet to the Point of Beginning; described above. As indicated by that certain special Warranty Deed of conveyance, O. R. Book 2506, page 778 attached hereto and made a part hereof as "Exhibit F";

Subject to easements, restrictions, covenants and rights of way of record.

And further subject to the following restrictions, conditions and limitations:

1. That access and egress not be restricted to Nova, the United State Navy, and the United States Coast Guard properties.
2. Said land shall be used only for recreational purposes as administered by the Department of Natural Resources, Division of Recreation and Parks, in accordance with their rules and regulations.
3. Should the said land conveyed hereby be abandoned or cease to be used for the aforementioned recreational purposes for a period of one year the title thereto shall revert to the Grantor, ipso facto.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the

5973 REC 372

Exhibit "A"
Legal Description of the Property

Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1974.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness:

Corinne L. Desmond

Lynne Austin

County of Broward
By its Board of County Commissioners

BY: Jack S. Moss
Its Chairman

ATTEST: E. N. Stobel

County Comptroller and Ex-Officio
Clerk of the Board of County Commissioners



APPROVED AS TO
FORM AND LEGALITY
[Signature]
ATTORNEY - D.N.R.

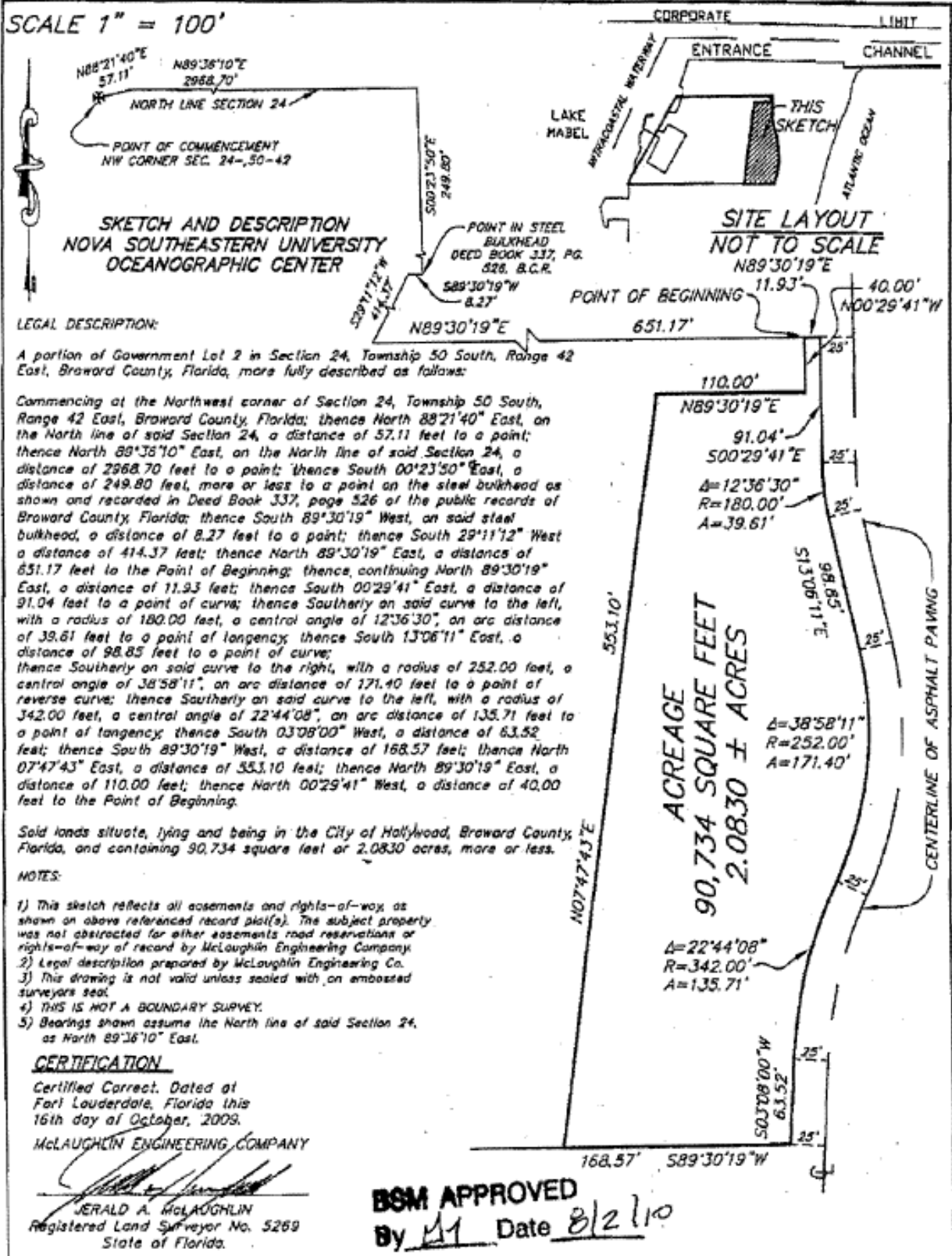
Exhibit "B"

Legal Description of Subleased Premises



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
 PHONE (954) 763-7611 * FAX (954) 763-7615



FIELD BOOK NO. _____
 JOB ORDER NO. U-5207, U-5478
 C:\JMMj\2009\U5207 REF. DWG.: 00-3-131

DRAWN BY: JMMj
 CHECKED BY: LCR Jr. / SAM