

CERTIFICATION OF LANDS

Certificate Number: Various

Project Name: Broward County, Florida Shore Protection Project

Segment: III

Broward County, as Local Sponsor of the Construction of Segment III of the Broward County, Florida Shore Protection Project authorized by Public Law 104-303 under the Cooperation Agreement dated October 16, 2018, does hereby certify that the below described interests in lands are dedicated to the Construction of Segment III of the Broward County, Florida Shore Protection Project (“Project”) and shall not be conveyed, transferred, or otherwise altered or encumbered by Broward County for the life of the Project without the express written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or his/her designated representative.

Broward County does certify that it owns the below described interests in the lands depicted on the attached maps at the time of execution of this Certificate and that these recited interests will not be impaired during the life of the Project except as written consent is given as provided above. Broward County also certifies that all persons and businesses that have been displaced by acquisition of below lands have been relocated in full compliance with Public Law 91-646, as amended and that the other provisions of Public Law 91-646, as amended, have been complied with.

Broward County does hereby grant to the Department of the Army an irrevocable right to enter for the purposes of construction, inspection and, if necessary, for the purpose of completing,

operating, repairing, maintaining, replacing, or rehabilitating the Project upon lands which Broward County owns or controls for the Project.

Broward County hereby certifies that it has at least the following minimum interest in the lands depicted on the attached maps and as identified thereon:

Perpetual Storm Damage Reduction Easements

Temporary Work Area Easements (Access/Staging/Stockpiling)

Broward County, Florida

By: _____

Bertha Henry
County Administrator
On Behalf of the Broward County
Board of County Commissioners

Date: _____

ATTORNEY'S CERTIFICATE

Certificate Number: Various

Project Name: Broward County, Florida Shore Protection Project

Segment: III

I, ANDREW J. MEYERS, County Attorney for Broward County, a political subdivision of the State of Florida, with its principal office in Fort Lauderdale, Florida, do hereby certify that the provisions of Public Law 91-646, as amended, have been complied with and that the person who executed the attached Certification was empowered to execute the same on behalf of Broward County.

Dated and Signed this _____ day of _____, 2018.

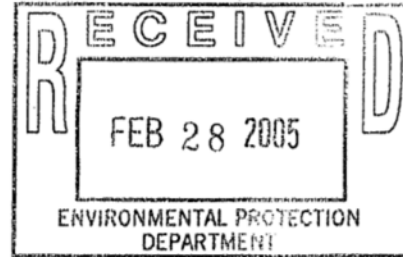
Office of the County Attorney
Broward County, Florida
Andrew J. Meyers
County Attorney
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



City of Dania Beach
FLORIDA

February 25, 2005

Stephen Higgins
Beach Erosion Administrator
Broward County Environmental Protection Department
Biological Resources Division
218 SW 1st Avenue
Fort Lauderdale, FL 33301



RE: BROWARD COUNTY SHORE PROTECTION PROJECT, SEGMENT III-
PERPETUAL STORM DAMAGE REDUCTION EASEMENT

Dear Mr. Higgins:

Please refer to your letter dated January 31, 2005, addressed to City Manager Pato (copy attached for ease of reference).

On February 22, 2005, the Dania Beach City Commission adopted Resolution No. 2005-033, authorizing the proper City officials to execute the above document. We have enclosed for your records, one (1) fully executed original of the easement as well as a copy of the Resolution.

If you have any questions regarding this agreement, please contact City Attorney Thomas J. Ansbro, at 954-924-3635.

Sincerely,

Miriam Nasser
Deputy City Clerk

Enclosures

“Broward’s First City”

This instrument prepared by:
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF DANIA BEACH
100 W DANIA BEACH BOULEVARD
DANIA BEACH, FL 33004-3643

FOLIO NO. 504236000030
AND
504236000040

LEGAL DESCRIPTION:
SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: February 22, 2005.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR: City of Danla Beach

Louise Stilson

Witness signature

Miriam Nasser

Witness signature

C.K. McElyea

C.K. McElyea, Mayor
Louise Stilson, City Clerk

Witness print name

Miriam Nasser

Witness print name

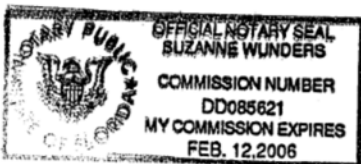
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of February, 2005, by C.K. McElyea, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(Seal)
Suzanne Wunders
Signature of Notary Public

Suzanne Wunders
(Typed or printed name)



SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

EXHIBIT B

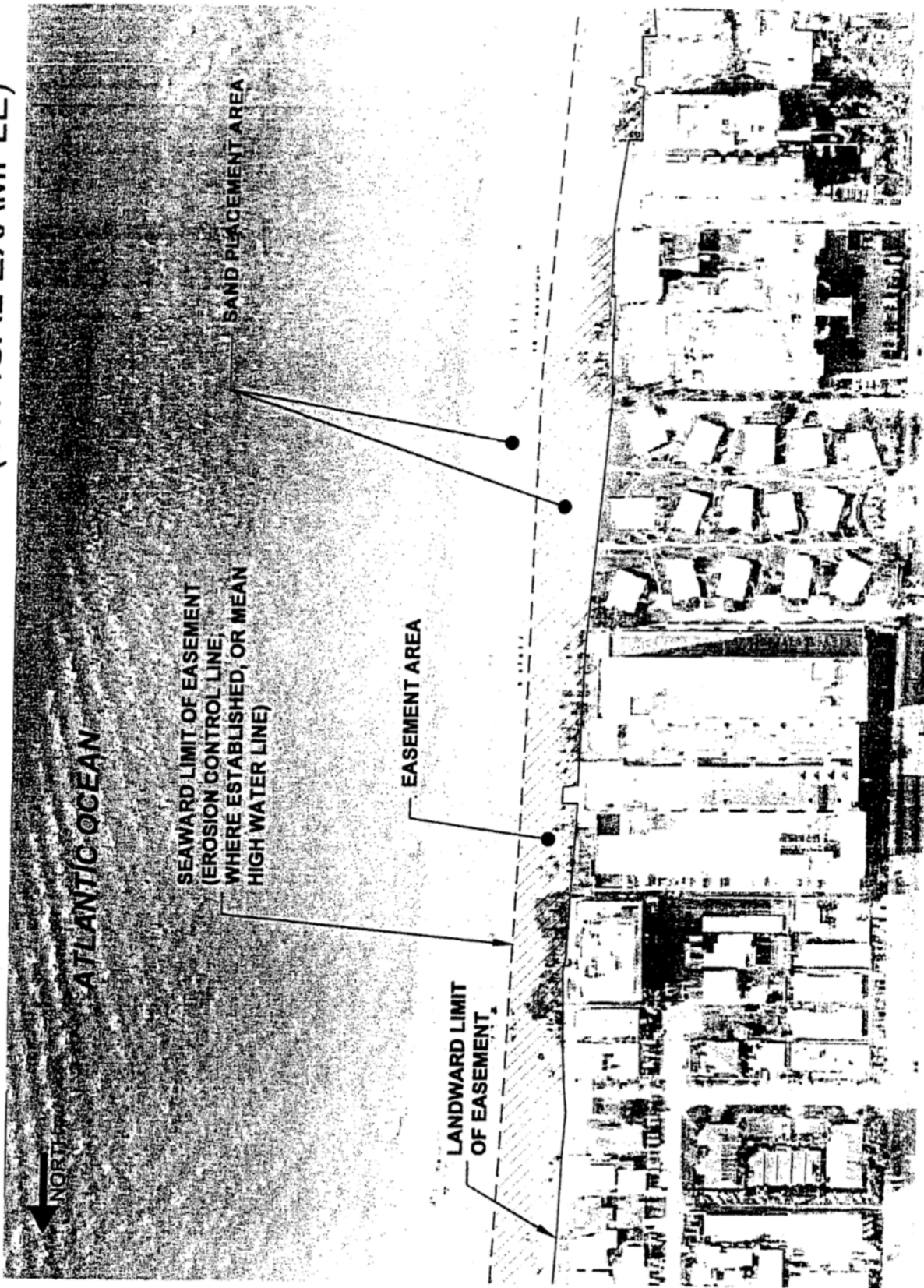
PROPERTY ID NUMBER 504236000030 LEGAL DESCRIPTION:

36-50-42 TRACT OF LAND IDENTIFIED AS PARCEL 1 IN DB 779/373 LESS PART INC'D IN FOL
DESC'D PROP; COMM AT NE COR BLK 203 OF HOLLYWOOD CENTRAL BEACH, S 53.45, E 182.66, TO
POB, E 84.89, NLY 861.86, WLY 84.86, CONT WLY 165, SLY 758.69, ELY 165.05, SLY 105.50 TO POB

PROPERTY ID NUMBER 504236000040 LEGAL DESCRIPTION:

36-50-42 TRACT OF LAND DESC IN DB 398 PG 56, LESS PT DESC'D AS, COMM AT NE COR OF BLK
203 HOLLYWOOD CENTRAL BEACH, SLY 53.45 TO POB, ELY 182.66, NLY 864, ELY 84.86, SLY
1011.03, WLY 248.19, NLY 150 TO POB

ILLUSTRATION OF EASEMENT AREA (TYPICAL EXAMPLE)



SCALE
0 100 200 FT

RESOLUTION NO. 2005-033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A "PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT" IN WHICH BROWARD COUNTY WILL BE THE GRANTEE, IN CONNECTION WITH THE BEACH RENOURISHMENT PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the proper city officials are authorized to execute a "Perpetual Beach Storm Damage Reduction Easement" in which Broward County will be the grantee, in connection with the beach renourishment program.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.


Section 3. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 22nd day of February, 2005.



C.K. MCELYEA
MAYOR - COMMISSIONER

ATTEST:



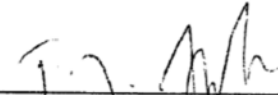
LOUISE STILSON
CITY CLERK

ROLL CALL:

COMMISSIONER ANTON - YES
COMMISSIONER CHUNN - YES
COMMISSIONER FLURY - YES
VICE-MAYOR MIKES - YES
MAYOR MCELYEA - YES

APPROVED AS TO FORM AND CORRECTNESS:

BY:



THOMAS J. ANSBRO
CITY ATTORNEY



ENVIRONMENTAL PROTECTION DEPARTMENT – Biological Resources Division
218 S.W. 1st Avenue • Fort Lauderdale, Florida 33301 • 954-519-1230 • FAX 954-519-1412

January 31, 2005

Mr. Ivan Pato, City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Subject: Broward County Shore Protection Project, Segment III
Perpetual Storm Damage Reduction Easements

Dear Mr. Pato:

As you are no doubt aware, Broward County is poised to begin construction of the shore protection project, which includes the shoreline of the City of Dania Beach. The project bids have been received and opened, and upon award by the County Commission, the contractor will begin mobilization. This letter is a third request that the City of Dania Beach execute the Perpetual Storm Damage Reduction Easement (easement), sent to you via Certified Mail on October 15, 2001, and again on June 3, 2003.

The easement allows Broward County and the US Army Corps of Engineers to construct the beach project and to maintain it into the future. It also provides assurances that the areas restored with publicly funded sand remain open to the public. The Federal Government requires owners of property within the beach fill area to execute the easement, the language of which was composed by the Army Corps of Engineers. Broward County has little latitude in altering the document.

To the extent that a property is not covered by an executed easement, the Federal Government will not contribute to the costs of constructing that parcel of beach, whether above or below the Erosion Control Line. The Federal Government share of the project is approximately 58%. To the extent that easements are not obtained consistent with Corps of Engineers guidance, Federal participation will be reduced and local costs will rise.

We are now at the point in the process where the County must demonstrate to the Corps that the beaches to be restored are covered by an easement. Please have the easement executed at your earliest convenience so that federal dollars are maximized. Thank you for your prompt attention to this important matter.

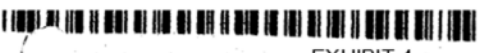
Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Figgins".

Stephen Figgins
Beach Erosion Administrator

c: Richard Wilkins, Director, EPD
Eric Myers, Director, Biological Resources Division
Daphne Jones, Assistant County Attorney
Pamela Landi, Office of Public and Governmental Relations

16



INSTR # 101549805

OR BK 32501 PG 1751

RECORDED 12/17/2001 11:18 AM

COMMISSION

BROWARD COUNTY

DOC STMP-D

0.70

DEPUTY CLERK 2020

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR: *Mr. Ira Drescher - Pres*

FOLIO NO. 504236010010

RENAISSANCE ON THE OCEAN ~~5573~~

LEGAL DESCRIPTION:

~~5573 RENAISSANCE~~ *6001 N. Ocean Drive #1005*

HOLLYWOOD AIRPORT BEACH HOTEL

~~FT LAUDERDALE FL 33348-8373~~

122-4 B PARCEL 'A' LESS RENAISSANCE

Hollywood, FL 33019

ON THE OCEAN CONDO

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: *October 25*, 20*01*.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby

(3)

acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: IRADRESSAUX ON THE CLEAN CORRIDOR ASSOCIATION
Ira Drecher, Resident.

[Signature]
Witness signature
David Rapaport
Witness signature

DAVID RAPAPORT
Witness print name
JILL ELLIS
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25th day of Oct, 2001, by Ira Drecher, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(Seal)
[Signature]
Signature of Notary Public

MADINE EDWARDS
Notary Public, State of Florida
My comm. exp. Mar. 29, 2005
Comm. No. DD 013589

MADINE EDWARDS
(Typed or printed name)

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the mean high water line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

LAW OFFICES OF
ROBERT G. HARRIS

HARRIS COURT
530 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA 33441
TELEPHONE: (954) 725-7688
FACSIMILE: (954) 725-7687

ROBERT G. HARRIS
ALSO A MEMBER OF OHIO BAR

BOCA RATON: (561) 487-5801
FACSIMILE: (561) 488-2705

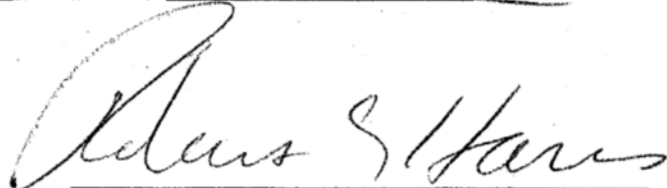
BOCA RATON
P.O. Box 273322
BOCA RATON, FLORIDA 33427

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number: 504236010010

I, ROBERT G. HARRIS, ESQ., do hereby certify that Broward County is vested with the estates in the lands shown on the easement attached hereto as Exhibit "A" granted by RENAISSANCE ON THE OCEAN CONDOMINIUM ASSOCIATION, INC.

Dated and signed this 14th day of December, 2001.


ROBERT G. HARRIS, ESQ.

INSTR # 104929507
OR BK 39488 Pages 1901 - 1905
RECORDED 04/21/05 16:04:18
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 1032
#3, 5 Pages

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR: TRG-HALLANDALE BEACH (TOWER ONE), LTD. TRACT NO. 5142 26 02 0011
TRG-HALLANDALE BEACH (TOWER TWO), LTD. TRACT NO. 5142 26 01 0200
TRG-HALLANDALE BEACH (TOWER THREE), LTD. LEGAL DESCRIPTION: 5142 26 02 024
2828 Coral Way, Penthouse Suite [See Schedule "A" for legal]
Miami, Florida 33145

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: April 20, 2005

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed

without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

~~IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.~~

Signed, sealed and delivered
in the presence of:

GRANTOR:

Witness signature

Witness print name

Witness signature

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

(Seal)

My Commission Expires:

Signature of Notary Public

(Typed or printed name)

C:\MyFiles\esement_perpet vpd

[SEE NEXT PAGE FOR EXECUTION]

Signed, sealed and delivered
in the presence of:

TRG-HALLANDALE BEACH (TOWER ONE), LTD., a
Florida limited partnership

By: TRG-Hallandale Beach (Tower One), LLC, a Florida
limited liability company, its sole general partner

By: TRG-Hallandale Beach, Ltd., a Florida limited
partnership, sole member

By: TRG-Hallandale Beach, Inc., a Florida
corporation, general partner

By: [Signature]
Name: R LEE HODGES
Title: VICE PRESIDENT

(Signature)

Print Name: Marisel Garcia

(Signature)

Print Name: Karen Serzen

Signed, sealed and delivered
in the presence of:

TRG-HALLANDALE BEACH (TOWER TWO), LTD., a
Florida limited partnership

By: TRG-Hallandale Beach (Tower Two), LLC, a Florida
limited liability company, its sole general partner

By: TRG-Hallandale Beach, Ltd., a Florida limited
partnership, sole member

By: TRG-Hallandale Beach, Inc., a Florida
corporation, general partner

By: [Signature]
Name: R LEE HODGES
Title: VICE PRESIDENT

(Signature)

Print Name: Marisel Garcia

(Signature)

Print Name: Karen Serzen

Signed, sealed and delivered
in the presence of:

TRG-HALLANDALE BEACH (TOWER THREE), LTD., a
Florida limited partnership

By: TRG-Hallandale Beach (Tower Three), LLC, a Florida
limited liability company, its sole general partner

By: TRG-Hallandale Beach, Ltd., a Florida limited
partnership, sole member

By: TRG-Hallandale Beach, Inc., a Florida
corporation, general partner

By: [Signature]
Name: R LEE HODGES
Title: VICE PRESIDENT

(Signature)

Print Name: Marisel Garcia

(Signature)

Print Name: Karen Serzen

Address: 2828 Coral Way
Miami, FL 33145

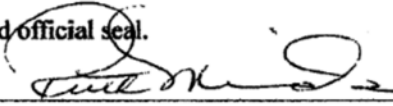
ACKNOWLEDGEMENTS

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

On this 20th day of April, 2005 before me, the undersigned notary public, personally appeared R. LEE HODGES, as VICE PRESIDENT of TRG-Hallandale Beach, Inc., a Florida corporation, general partner of TRG-Hallandale Beach, Ltd., a Florida limited partnership, the sole member of TRG-Hallandale Beach (Tower One), LLC, a Florida limited liability company, the sole general partner of TRG-HALLANDALE BEACH (TOWER ONE), LTD., a Florida limited partnership, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of said corporation and partnership and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC-STATE OF FLORIDA
Ruth Miranda
Commission # DD396134
Expires: FEB. 20, 2009


NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): RUTH MIRANDA
Commission No.: DD 396134

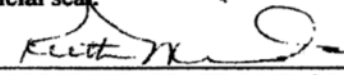
My Commission Expires Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

On this 20th day of April, 2005 before me, the undersigned notary public, personally appeared R LEE HODGES, as VICE PRESIDENT of TRG-Hallandale Beach, Inc., a Florida corporation, general partner of TRG-Hallandale Beach, Ltd., a Florida limited partnership, the sole member of TRG-Hallandale Beach (Tower Two), LLC, a Florida limited liability company, the sole general partner of TRG-HALLANDALE BEACH (TOWER TWO), LTD., a Florida limited partnership, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of said corporation and partnership and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC-STATE OF FLORIDA
Ruth Miranda
Commission # DD396134
Expires: FEB. 20, 2009


NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): RUTH MIRANDA
Commission No.: DD 396134


My Commission Expires Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

On this 20th day of April, 2005 before me, the undersigned notary public, personally appeared R LEE HODGES, as VICE PRESIDENT of TRG-Hallandale Beach, Inc., a Florida corporation, general partner of TRG-Hallandale Beach, Ltd., a Florida limited partnership, the sole member of TRG-Hallandale Beach (Tower Three), LLC, a Florida limited liability company, the sole general partner of TRG-HALLANDALE BEACH (TOWER THREE), LTD., a Florida limited partnership, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of said corporation and partnership and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC-STATE OF FLORIDA
Ruth Miranda
Commission # DD396134
Expires: FEB. 20, 2009

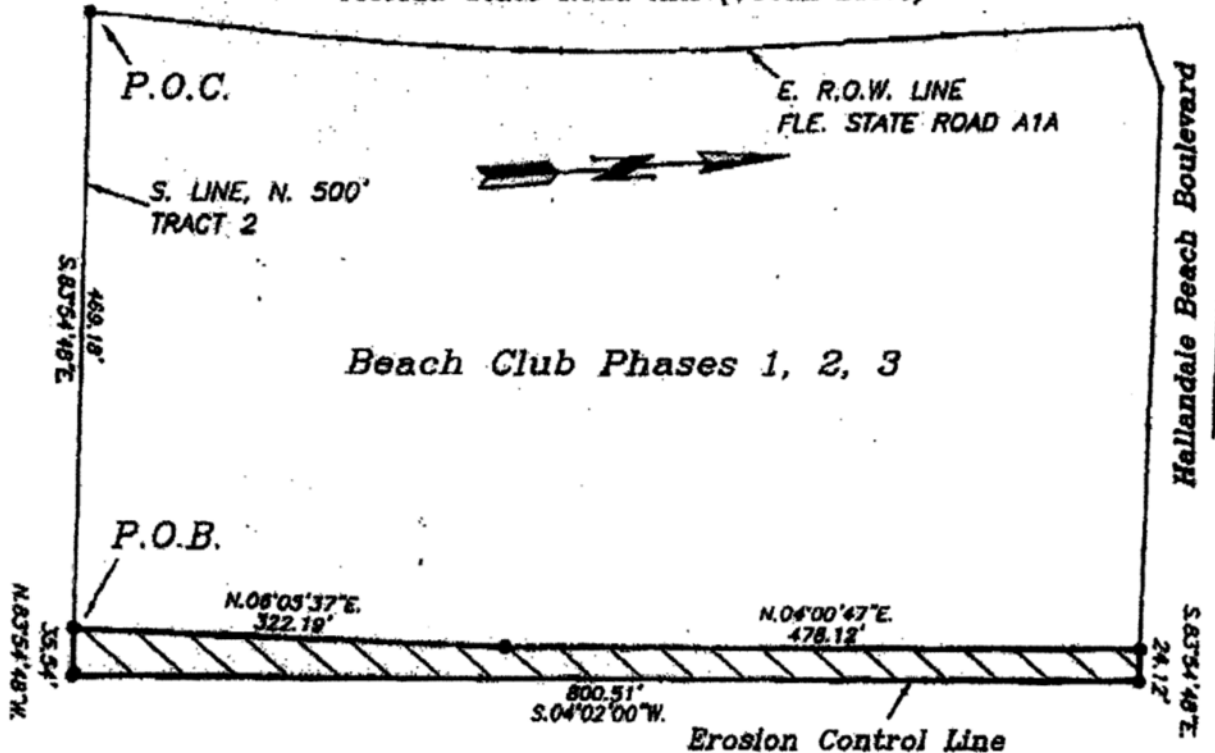

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): RUTH MIRANDA
Commission No.: DD 396134

My Commission Expires Bonded Thru Atlantic Bonding Co., Inc.

HIGH SURVEYING & MAPPING

Florida State Road A1A (Ocean Drive)

April 4, 2005



Legal Description

Commence at the intersection of the South line of the North 550 feet of Tract 2 of SECOND AMENDED PLAT OF SEMINOLE BEACH according to the plot thereof as recorded in Plat Book 15, at page 19 of the Public Records of Broward County, Florida and the Easterly right of way line of Florida State Road A1A as described in Official Records Book 27726, at page 790, Public Records of Broward County, Florida and proceed S83°54'48"E, along the said South line of the North 550 feet of aforementioned Tract 2, 469.18 feet to the POINT OF BEGINNING of the following described parcel; thence proceed N06°05'37"E, 322.19 feet; thence N04°00'47"E, 478.12 feet to the intersection with the Southerly right of way line (extended Easterly) of Hollandale Beach Boulevard, said right of way being 50 feet in width; thence S83°54'48"E, along said Southerly right of way line of Hollandale Beach Boulevard, 24.12 feet to the intersection with the Erosion Control Line of the Atlantic Ocean; thence S04°02'00"W, along said Erosion Control Line of the Atlantic Ocean, 800.51 feet to the intersection with the aforementioned South line of the North 500 feet of aforementioned Tract 2; thence N83°54'48"W, along the said South line of the North 500 feet of Tract 2, 35.54 feet to the POINT OF BEGINNING.

By: _____

William O. High
Professional Land Surveyor No. 4632
State of Florida

12360 S.W. 132 Court / Suite 216 / Miami, Florida 33186 / 305-252-0698 / Fax: 305-252-9551
E-MAIL: HIGHSURVEY@AOL.COM

FERRELL SCHULTZ

FILE PRO AT
DRAWER: "EASEMENTS"

Ferrell Schultz Carter Zumpano & Fertel

A PROFESSIONAL ASSOCIATION

PO Box 01-9693
201 South Biscayne Boulevard
34th Floor, Miami Center
Miami, Florida 33131-4325

telephone 305-371-8585
facsimile 305-371-5732
reception1st@ferrellschultz.com

FACSIMILE TRANSMISSION

PLEASE NOTE OUR TELEFAX NO.: 305-371-5732

Joseph Beeler
R. Edison Briggs, Jr.
Beatrice A. Butchko
Francis L. Carter
Bryan R. Cleveland
Vivien de las Cuevas
Ignacio G. del Valle
Milton M. Ferrell, Jr.
Alan K. Fertel
Norman A. Fleisher
Alexis Gonzalez
Sandra P. Greenblatt
Ralph Kénci
Jeffrey T. Kucera
Lee F. Lasris
David P. Lederman
H. Eugene Lindsey, III
Requiel M. Masas
William R. Middelthon, Jr.
Gary M. Murphree
Sharon-Jo Nachman
Sheri E. Nott
Carlos A. Nuñez-Vivaa
Leon N. Patricios
William M. Pearson
Jessica Romero
Karen E. Solas-Manales
Thomas G. Schultz
Adam R. Shevin
William J. Simonitch
Steve L. Wasserstein
Joseph I. Zumpano

FILE NO. : 005132 (Hallandale-Oceanfront)
DATE : 2/7/2002
TO : Stephen H. Higgins
CC: : Mr. Ira M. Elegant
Mr. Ed McGann
Mr. Gary M. Murphree
Ms. Nadia K. Owen
TELEFAX NO. : (954) 519-1412
: (305) 358-5202
: (954) 455-5972 or (954) 455-5989
: HAND DELIVERED
: (305) 661-1914
FROM : Ignacio G. Del Valle

NUMBER OF PAGES BEING TRANSMITTED
(Including Cover Sheet): 6

COMMENTS/INSTRUCTIONS:

Attached please find my letter to you of even date herewith which is self explanatory.

This facsimile contains **PRIVILEGED AND CONFIDENTIAL INFORMATION** intended only for the use of the Addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank You.

PLEASE CALL (305) 371-8585 IF YOU DO NOT RECEIVE THE FOLLOWING TRANSMISSION IN ITS ENTIRETY.

Of Counsel
Martin Greenbaum
William L. Ribbey, P.A.
European Community Counsel
Gerald Bler

FERRELL SCHULTZ

Ferrell Schultz Carter Zumpano & Fertel
A PROFESSIONAL ASSOCIATION

PO Box 01-9693 telephone 305-371-8585
201 South Biscayne Boulevard facsimile 305-371-5732
34th Floor, Miami Center receptionist@ferrellschultz.com
Miami, Florida 33131-4325

February 7, 2002

Joseph Bolor
R Edson Briggs, Jr.
Beatrice A. Butenko
Francis L. Carter
Bryan R. Cleveland
Vivian de los Cueros
Ignacio G. del Valle
Milton M. Ferrell, Jr.
Alan K. Fertel
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Jeffrey T. Kucara
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David P. Ledorman
H. Eugene Lindzey, III
Robyn E. Lustgarten
Raquel M. Matas
William R. Middleton, Jr.
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Sharon-Jo Noehman
Shon E. Norr
Carlos A. Nuñez-Vivas
Leon N. Patricia
William M. Pearson
Jossica Romero
Karon E. Salas-Morales
Thomas G. Schultz
Adam R. Shevin
William J. Simonitsch
Steve L. Wasserstein
Jason S. Weiss
Joseph I. Zumpano
Of Counsel
Martin Greenbaum
European Community Counsel
Gerold Iblor
Alliated Professional Association
William L. Richey, P.A.

Department of Planning and Environmental Protection
Biological Resources Division
218 S.W. 1st Avenue
Fort Lauderdale, Florida 33301

Attn: Stephen H. Higgins
Beach Erosion Administrator

**Re: Perpetual Beach Storm Damage Reduction Easement
Folio No.: 514226020011
Hallandale Oceanfront Property**

Dear Mr. Higgins:

The undersigned represents Security Management Corp. and Posner, Victor, et al Trustee, the owners of the referenced property. Pursuant to our telephone conference this morning, in response to your October 2001 letter to our clients in connection with the referenced proposed Easement, enclosed please find copy of January 23, 2002 letter from Coastal Systems International, Inc. addressed to Arquitectonica which is self explanatory.

Based on the findings of our Surveyor it appears that both you and I agree that there may not be a need for the said owners to grant the proposed Easement since, on the subject Property, the Easement would toll at the Erosion Control Line, which coincides with the east Property line and, therefore, there would be nothing to grant. After you have had an opportunity to review the survey, please advise your final decision.

For your information, I have requested Ms. Nadia Owen to please forward to you a print of the survey of the Property.

Sincerely,


Ignacio G. del Valle

IGV/mb
Enclosure

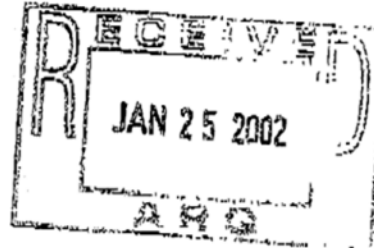
cc: Mr. Ira M. Elegant
Mr. Ed McGann
Mr. Gary M. Murphree
Ms. Nadia K. Owen



COASTAL SYSTEMS INTERNATIONAL, INC.
464 South Dixie Highway • Coral Gables, Florida 33146
Tel: 305/661-3655 • Fax: 305/661-1914
www.CoastalSystemsInt.com

193700

January 23, 2002



Ms. Anne Cotter
ARQUITECTONICA
550 Brickell Avenue
Miami, Florida 33131

RE: THE PROPOSED BEACH RENOURISHMENT AND PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT RELATIVE TO FOLIO No. 514226020011, BROWARD COUNTY, FLORIDA

Dear Anne:

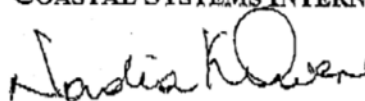
Pursuant to my conversation with Ms. Martha Zimring of the Broward County Shore Protection Project, this is to provide clarification relative to the issues concerning the landward limit of the proposed beach renourishment project and requested Perpetual Beach Storm Damage Reduction Easement. Please note the following:

- The landward limit of the proposed beach renourishment project (project) is designed to toll at the seaward edge of any bulkheads, seawalls or vegetation located on the property. On vacant lots with no armoring structures or established vegetation line, the landward limit of the project will be the east property line. On the subject property that is the Erosion Control Line (ECL).
- Ms. Zimring stated that submittal of an easement by all riparian property owners is required to obtain federal funding for the project. When executing the easement, an attachment can be included as part of Schedule A clearly defining the landward extent of the project on the property (also see attached recommended amendment to Schedule A). As Security Management Corp. has no right to convey an easement with regard to property east of the ECL, we will contact you to discuss strategy for resolution of this issue.
- The project is scheduled to begin in August 2002 in the Hollywood Beach area and expected to continue after the end of the marine turtle nesting season, which is October 31, 2002.
- Plans for the proposed project are available from Mr. Steve Higgins, Beach Administrator, Broward County Department of Planning and Environmental Protection.

193700
Ms. Anne Cotter
January 23, 2002
Page 2

Based on the above, it is not recommended that additional fieldwork be performed in order to create a vegetation line. I hope the above information will assist you and the Owner in making a decision relative to the proposed development of the site. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
COASTAL SYSTEMS INTERNATIONAL, INC.



Nadia K. Owen
Environmental/Permitting Project Manager

NKO

cc: Ignacio del Valle, Esq., Ferrell Schultz et al, P.A.
Ira M. Elegant, Esq., Buchbinder & Elegant, P.A.

SCHEDULE A DRAFT

~~That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of the established vegetation line that exists on the property.~~

A?

There is no established vegetation line on the subject property. The storm damage reduction easement will therefore fall at the Erosion Control Line.



BROWARD COUNTY, FLORIDA
DEPARTMENT OF PLANNING & ENVIRONMENTAL
PROTECTION
BIOLOGICAL RESOURCES DIVISION

218 SW First Avenue
Fort Lauderdale, Florida 33301
Phone: 954-519-1230
Fax: 954-519-1412

TELEFAX TRANSMISSION

Date: 2-8-02

To: SEE BELOW

Fax Number: SEE BELOW

From: STEVE HIGGINS

Subject: POSNER EASEMENT

Pages (including this cover): 7

Message:

TO: MANDA ZIMRING - 561-392-7073
LINDA WHITMAN - 782-8785
CHRIS CREED - 904-384-7368
DOUG MANN - 561-391-9116

I HAVEN'T GOT THE SURVEY YET; WE'LL
DECIDE WHAT TO DO WHEN WE SEE IT.

INSTR # 102604510
OR BK 34499 Pages 608 - 610
RECORDED 01/31/03 12:05:50
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 1922
#7, 3 Pages

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

SEARCHED
INDEXED
MARTA *561-392-2256*

Gene

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
KELLER, ROBERT H
5401 SURF RD
HOLLYWOOD FL 33019-4420

FOLIO NO. 514201026430
LEGAL DESCRIPTION:
HOLLYWOOD CENTRAL BEACH 4-20 B
LOT 16 BLK 193

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: 1/12, 2003

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby

acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

George Kubik
Witness signature
Nicola Bartley
Witness signature

George Kubik
Witness print name
Nicola Bartley
Witness print name

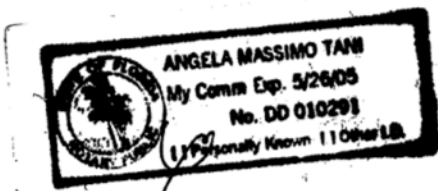
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12th day of July, 2002, by ROBERT KUBER, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(Seal) [Signature]
Signature of Notary Public

(Typed or printed name)



SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

LAW OFFICES OF
ROBERT G. HARRIS

EXHIBIT 4
Page 31 of 65

HARRIS COURT
530 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA 33441
TELEPHONE: (954) 725-7688
FACSIMILE: (954) 725-7687

ROBERT G. HARRIS
ALSO A MEMBER OF OHIO BAR

BOCA RATON: (561) 487-5801
FACSIMILE: (561) 488-2705

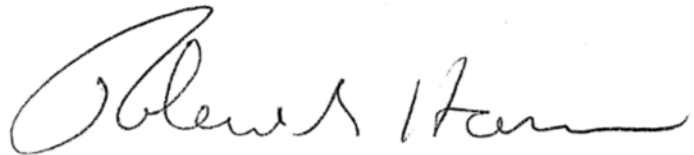
BOCA RATON
P.O. Box 273322
BOCA RATON, FLORIDA 33427

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number: 514201026430

I, ROBERT G. HARRIS, ESQ., do hereby certify that Broward County is vested with the estates in the lands shown on the easement attached hereto as Exhibit "A" granted by ROBERT H. KELLER.

Dated and signed this 30 day of October, 2002.



ROBERT G. HARRIS, ESQ.

INSTR # 102604509
OR BK 34499 Pages 605 - 607
RECORDED 01/31/03 12:05:50
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 1922
#6, 3 Pages

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
GRAMPA, R P & CAROL S
5505 N SURF RD
HOLLYWOOD FL 33019-4421

FOLIO NO. 514201026660
LEGAL DESCRIPTION:
HOLLYWOOD CENTRAL BEACH 4-20 B
LOT 17, 18 BLK 194

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: Sept. 7, 2002

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR: Ronald Grampa
Carol Grampa

Sahade Sella
Witness signature
Nelson Delgado
Witness signature


Lananda Sullivan
Witness print name
NELSON DELGADO
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of SEPTEMBER, 2002, by RONALD GRAMPA + CAROL GRAMPA who is personally known to me or who has produced FLORIDA DRIVERS LICENSE as identification.

My Commission Expires:

(Seal) Richard Lowy
Signature of Notary Public
RICHARD LOWY
(Typed or printed name)

 Richard Lowy
My Commission CC843354
Expires June 6, 2003

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

HARRIS COURT
530 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA 33441
TELEPHONE: (954) 725-7688
FACSIMILE: (954) 725-7687

ROBERT G. HARRIS
ALSO A MEMBER OF OHIO BAR

BOCA RATON: (561) 487-5801
FACSIMILE: (561) 488-2705

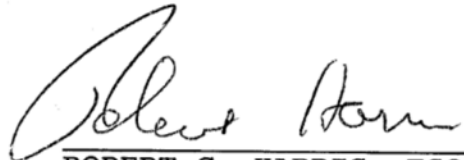
BOCA RATON
P.O. Box 273322
BOCA RATON, FLORIDA 33427

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number: 514201026660

I, ROBERT G. HARRIS, ESQ., do hereby certify that Broward County is vested with the estates in the lands shown on the easement attached hereto as Exhibit "A" granted by RONALD P. & CAROL S. GRAMPA.

Dated and signed this 30 day of October, 2002.



ROBERT G. HARRIS, ESQ.

INSTR # 102604507
 OR BK 34499 Pages 599 - 601
 RECORDED 01/31/03 12:05:50
 BROWARD COUNTY COMMISSION
 DOC STMP-D: \$0.70
 DEPUTY CLERK 1922
 #4, 3 Pages

This instrument prepared by:
 Broward County Attorney's Office
 Governmental Center, Suite 423
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
 TWO M INVEST PROPERTIES INC
 5600 N SURF RD UNIT 1
 HOLLYWOOD FL 33019-4511

FOLIO NO: 514201026870
LEGAL DESCRIPTION:
 HOLLYWOOD CENTRAL BEACH 4-20 B
 LOT 17,18 BLK 195

GRANTEE: Broward County, a political subdivision of the State of Florida
 Governmental Center, Room 423
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

DATE: December 24, 2002

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way around the building on land described in Schedule A (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities,

railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR: TWO M INVEST PROPERTIES INC

David Was
Witness signature
Joseph A. Lortundo
Witness signature

Michael Mignocchi, President
DAVID WAS
Witness print name
JOSEPH A LORTUNDO
Witness print name

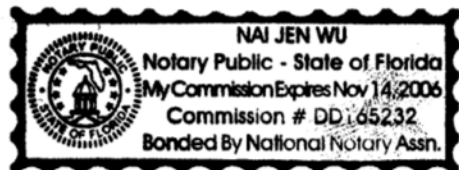
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of Dec, 2006, by Michael Mignocchi, who is personally known to me or who has produced Florida Driver I.D. as identification.

My Commission Expires:

(Seal)

Nai Jen Wu
Signature of Notary Public
Nai Jen Wu
(Typed or printed name)



SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any existing construction including a bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

LAW OFFICES OF
ROBERT G. HARRIS

HARRIS COURT
530 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA 33441
TELEPHONE: (954) 725-7688
FACSIMILE: (954) 725-7687

ROBERT G. HARRIS
ALSO A MEMBER OF OHIO BAR

BOCA RATON: (561) 487-5801
FACSIMILE: (561) 488-2705
E-MAIL: RHARRIS571@AOL.COM

BOCA RATON
P.O. Box 273322
BOCA RATON, FLORIDA 33427

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number: 514201026870

I, ROBERT G. HARRIS, ESQ., do hereby certify that Broward County is vested with the estates in the lands shown on the easement attached hereto as Exhibit "A" granted by TWO M. INVESTMENT PROPERTIES, INC.

Dated and signed this 26 day of January, 2003.


ROBERT G. HARRIS, ESQ.

INSTR # 103196141
OR BK 35785 Pages 699 - 701
RECORDED 08/08/03 13:09:13
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 2020
#5, 3 Pages

This instrument prepared by:
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
LETO, JOAN REV LIV TR
5121 JACKSON ST
HOLLYWOOD FL 33021-7233

FOLIO NO. 514201027031
LEGAL DESCRIPTION:
HOLLYWOOD CENTRAL BEACH 4-20 B
LOT 17 BLK 196

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: March 25, 2003.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

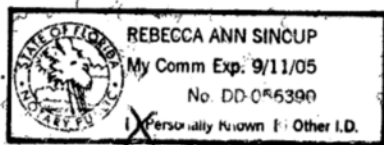
Angel J. Proctor
Witness signature
Loise Debin
Witness signature

Jan Leto Rev-Liv Jr.
Angel J. Proctor
Witness print name
Loise Debin
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of March, 2003, by Jan Leto, who is personally known to me or who has produced _____ as identification.

My Commission Expires:



(Seal)

Rebecca Ann Sincup
Signature of Notary Public

Rebecca Ann Sincup
(Typed or printed name)

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of the plus eight foot contour line. This Easement does not alter any potential development rights for this property.

Law Office of
MICHELLE G. TRCA, P.A.
The International Building
2455 East Sunrise Boulevard, Suite 905
Ft. Lauderdale, Florida 33304

Telephone: (954) 564.6616
Facsimile: (954) 561.0997
Email: michelletrca@earthlink.net

ATTORNEY AT LAW
LICENSED MORTGAGE BROKER
CERTIFIED PUBLIC ACCOUNTANT (MARYLAND)

www.floridaclosings.net

July 24, 2003

ATTORNEYS' TITLE CERTIFICATION

TO: Ms. Marda L. Zimring, MA, AICP
Marda L. Zimring, Inc.
701 DeSoto Road
Boca Raton, Florida 33432

Broward County Attorney
115 South Andrews Avenue
Ft. Lauderdale, Florida 33316

RE: Property ID # 5142 01 02 7031

Dear Ms. Zimring and Broward County Attorney:

The undersigned does hereby certify that, based upon a search of the public records of Broward County, Florida, the apparent owner of the above-referenced property, more particularly described in the Easement attached hereto and incorporated herein by reference, is:

**JOAN LETO, Trustee under Revocable Trust Agreement
dated March 28, 1994.**

The apparent property address is:

Be advised that this certification does not constitute a title commitment, title insurance or an opinion of title. This certification is prepared for you only and is not to be relied upon by any other person, entity or governmental body.

Very truly yours,


Michelle G. Trca, Esquire

MGT/mc

INSTR # 103196142
OR BK 35785 Pages 702 - 704
RECORDED 08/08/03 13:09:13
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 2020
#6, 3 Pages

This instrument prepared by:
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
LETO, JOHN A SR TR
5121 JACKSON ST
HOLLYWOOD FL 33021-7233

FOLIO NO. 514201027040
LEGAL DESCRIPTION:
HOLLYWOOD CENTRAL BEACH 4-20 B
LOT 18 BLK 196

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: 3/6/, 2003

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

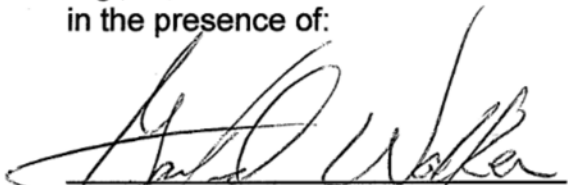
Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR: JOHN A. LETO, SR.

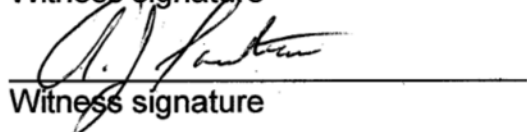


Witness signature

John A. Leto Sr.

GARLAND WALKER

Witness print name



Witness signature

Angela J. Parenteau

Witness print name

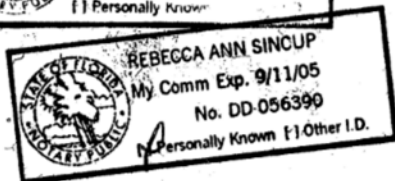
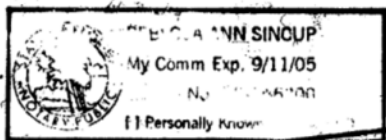
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 6 day of March, 2003, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(Seal)


Signature of Notary Public



Rebecca Sincup
(Typed or printed name)

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of the plus eight foot contour line. This Easement does not alter any potential development rights for this property.

Law Office of
MICHELLE G. TRCA, P.A.
The International Building
2455 East Sunrise Boulevard, Suite 905
Ft. Lauderdale, Florida 33304

Telephone: (954) 564.6616
Facsimile: (954) 561.0997
Email: michelletrca@earthlink.net

ATTORNEY AT LAW
LICENSED MORTGAGE BROKER
CERTIFIED PUBLIC ACCOUNTANT (MARYLAND)

www.floridaclosings.net

July 24, 2003

ATTORNEYS' TITLE CERTIFICATION

TO: Ms. Marda L. Zimring, MA, AICP
Marda L. Zimring, Inc.
701 DeSoto Road
Boca Raton, Florida 33432

Broward County Attorney
115 South Andrews Avenue
Ft. Lauderdale, Florida 33316

RE: Property ID # 5142 01 02 7040

Dear Ms. Zimring and Broward County Attorney:

The undersigned does hereby certify that, based upon a search of the public records of Broward County, Florida, the apparent owner of the above-referenced property, more particularly described in the Easement attached hereto and incorporated herein by reference, is:

**JOHN A. LETO, SR., Trustee under Revocable Living Trust Agreement
dated March 28, 1994.**

The apparent property address is:

Be advised that this certification does not constitute a title commitment, title insurance or an opinion of title. This certification is prepared for you only and is not to be relied upon by any other person, entity or governmental body.

Very truly yours,


Michelle G. Trca, Esquire

MGT/mc

INSTR # 103196140
OR BK 35785 Pages 696 - 698
RECORDED 08/08/03 13:09:13
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 2020
#4, 3 Pages

This instrument prepared by:
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
LETO, CHARLOTTE
6270 NW 41 TERR
COCONUT CREEK FL 33073

FOLIO NO. 514201027041
LEGAL DESCRIPTION:
HOLLYWOOD CENTRAL BEACH 4-20 B
LOT 19 BLK 196

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: April 1, 2023.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

[Handwritten Signature]

Witness signature

[Handwritten Signature]

Witness signature

Charlotte Leto

Hanne Hachereau

Witness print name

Lee Ann Haskett

Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2003, by Charlotte Leto, who is personally known to me or who has produced L300-102-43-599-0 as identification.

(Seal)

My Commission Expires:

[Handwritten Signature]
Signature of Notary Public

Hanan Swares
(Typed or printed name)



Hanan Swares
My Commission DD172414
Expires December 16, 2006

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of the plus eight foot contour line. This Easement does not alter any potential development rights for this property.

**Law Office of
MICHELLE G. TRCA, P.A.
The International Building
2455 East Sunrise Boulevard, Suite 905
Ft. Lauderdale, Florida 33304**

Telephone: (954) 564.6616
Facsimile: (954) 561.0997
Email: michelletrca@earthlink.net

ATTORNEY AT LAW
LICENSED MORTGAGE BROKER
CERTIFIED PUBLIC ACCOUNTANT (MARYLAND)

www.floridaclosings.net

July 24, 2003

ATTORNEYS' TITLE CERTIFICATION

TO: Ms. Marda L. Zimring, MA, AICP
Marda L. Zimring, Inc.
701 DeSoto Road
Boca Raton, Florida 33432

Broward County Attorney
115 South Andrews Avenue
Ft. Lauderdale, Florida 33316

RE: Property ID # 5142 01 02 7041

Dear Ms. Zimring and Broward County Attorney:

The undersigned does hereby certify that, based upon a search of the public records of Broward County, Florida, the apparent owner of the above-referenced property, more particularly described in the Easement attached hereto and incorporated herein by reference, is:

CHARLOTTE LETO, Trustee under Trust Agreement dated September 15, 1995.

The apparent property address is:

Be advised that this certification does not constitute a title commitment, title insurance or an opinion of title. This certification is prepared for you only and is not to be relied upon by any other person, entity or governmental body.

Very truly yours,



Michelle G. Trca, Esquire

MGT/mc

3

INSTR # 103196139
OR BK 35785 Pages 693 - 695
RECORDED 08/08/03 13:09:13
BROWARD COUNTY COMMISSION
DOC STMP-D: \$0.70
DEPUTY CLERK 2020
#3, 3 Pages

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR: PRESIDENT, VILLA VIS-À-VIS APARTMENTS
5409 N SURF ROAD
HOLLYWOOD FL 33019
FOLIO NO. 514201AA
LEGAL DESCRIPTION:
VILLA VIS-À-VIS APARTMENTS, INC.

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: Sept 4, 2002.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities,

3

railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
PRESIDENT, VILLA VIS A-VIS APARTMENTS, INC.

[Handwritten Signature]
Witness signature
[Handwritten Signature]
Witness signature

[Handwritten Signature]
Witness signature
Jacqueline Villalobos
Witness print name
DIANE DESANTI
Witness print name

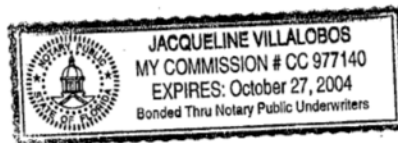
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5 day of Sept, 2002, by Stephen J Straley, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

(Seal)
[Handwritten Signature]
Signature of Notary Public

(Typed or printed name)



SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

Law Office of
MICHELLE G. TRCA, P.A.
The International Building
2455 East Sunrise Boulevard, Suite 905
Ft. Lauderdale, Florida 33304

Telephone: (954) 564.6616
Facsimile: (954) 561.0997
Email: michelletrca@earthlink.net

ATTORNEY AT LAW
LICENSED MORTGAGE BROKER
CERTIFIED PUBLIC ACCOUNTANT (MARYLAND)

www.floridaclosings.net

July 24, 2003

ATTORNEYS' TITLE CERTIFICATION

TO: Ms. Marda L. Zimring, MA, AICP
Marda L. Zimring, Inc.
701 DeSoto Road
Boca Raton, Florida 33432

Broward County Attorney
115 South Andrews Avenue
Ft. Lauderdale, Florida 33316

RE: Property ID # :

Parcel 1:	5142 01 AA 0010
Parcel 2:	5142 01 AA 0011
Parcel 3:	5142 01 AA 0020
Parcel 4:	5142 01 AA 0030
Parcel 5:	

(common elements)

Dear Ms. Zimring and Broward County Attorney:

The undersigned does hereby certify that, based upon a search of the public records of Broward County, Florida, the apparent owner of the above-referenced property, more particularly described in the Easement attached hereto and incorporated herein by reference, is:

Parcel 1: **STEPHEN J. STRALEY and JODY L. STRALEY, husband and wife**
Parcel 2: **STEPHEN J. STRALEY and JODY L. STRALEY, husband and wife**
Parcel 3: **STEPHEN J. STRALEY and JODY L. STRALEY, husband and wife**
Parcel 4: **STEPHEN J. STRALEY and JODY L. STRALEY, husband and wife**
Parcel 5: **VILLA VIS-A-VIS APARTMENTS, INC., a dissolved Florida corporation**

NOTE: VILLA VIS-A-VIS APARTMENTS, INC., a Florida corporation, FEI 59-1706937, was administratively dissolved on August 26, 1994.

**Title Certification page 2
re Villa Vis-a-Vis Apartments
July 24, 2003**

NOTE: By virtue of Florida Statute 607.1405(1) and Fund Title Note 11.04.02(D) - a corporation continues in existence even though dissolved, "but may not carry on any business *except that appropriate to wind up and liquidate its business and affairs*" and property of a corporation dissolved on or after July 1, 1990 will be conveyed by an authorized agent, in the same manner as if dissolution has not occurred, with the restriction that the transfer must apparently be "*appropriate to wind up and liquidate [the corporation's] business and affairs.*" F.S. 607.1405(1).

NOTE: By virtue of Florida Statute 607.1430, *the circuit court of the county is granted jurisdiction to liquidate the assets and business of a corporation in an action by a shareholder, a group of shareholders, a creditor, the corporation or the Department of Legal Affairs and Section F.S. 607.1432 and F.S. 607.1434 which provide for appointment of a receiver.*

NOTE: The Termination of Condominium Agreement and Consent recorded October 14, 1994 in Official Records Book 22721, page 840 of the Public Records of Broward County, Florida, purports to terminate the condominium; however, the association did not render its consent to such termination as such termination was not signed by the association; further, the association, **Villa Vis-A-Vis Apartments, Inc.**, is referenced in said termination as "Villas Vis-A-Vis Apartments Condominium Association" and not by its registered name, Villa Vis-A-Vis Apartments, Inc.

The apparent property address is:

5409 North Surf Road, Hollywood, Florida 33019-4420.

Be advised that this certification does not constitute a title commitment, title insurance or an opinion of title. This certification is prepared for you only and is not to be relied upon by any other person, entity or governmental body.

Very truly yours,


Michelle G. Trca, Esquire

MGT/mc

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
PRESIDENT, AQUARIUS CONDO
2751 S. OCEAN DRIVE
HOLLYWOOD FL 33020

FOLIO NO. 514224BB
LEGAL DESCRIPTION:
AQUARIUS CONDO

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: _____ APRIL 3, 2002.

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule AA (the AEasement Area) for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the AProject), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

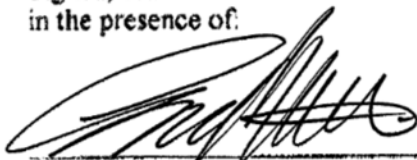
Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

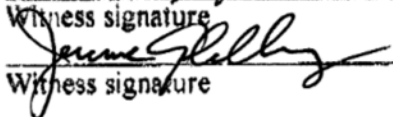
This easement shall commence on the date the United States Army Corps of Engineers (ACorps) or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

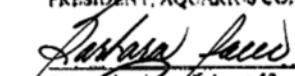
Signed, sealed and delivered
in the presence of:

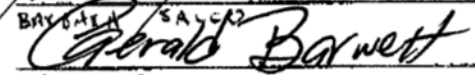
GRANTOR:
PRESIDENT, AQUARIUS CONDOMINIUM, INC.

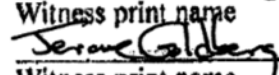


Witness signature


Witness signature



BARBARA SACCO


Witness print name



Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3rd day of APRIL, 2002, by BARBARA SACCO, who is personally known to me or who has produced _____ as identification.

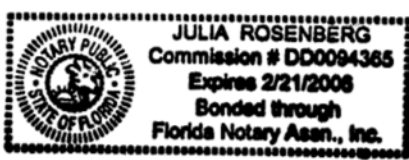
(Seal)

My Commission Expires:



Signature of Notary Public
JULIA ROSENBERG

(Typed or printed name)



SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

LAW OFFICES OF
ROBERT G. HARRIS

EXHIBIT 4
Page 60 of 65

HARRIS COURT
530 SOUTH FEDERAL HIGHWAY
DEERFIELD BEACH, FLORIDA 33441
TELEPHONE: (954) 725-7688
FACSIMILE: (954) 725-7687

ROBERT G. HARRIS
ALSO A MEMBER OF OHIO BAR

BOCA RATON: (561) 487-5801
FACSIMILE: (561) 488-2705

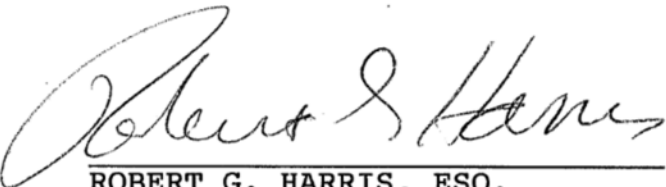
BOCA RATON
P.O. Box 273322
BOCA RATON, FLORIDA 33427

ATTORNEY'S TITLE CERTIFICATE

Title Certificate Number: 514224BB

I, ROBERT G. HARRIS, ESQ., do hereby certify that Broward County is vested with the estates in the lands shown on the easement attached hereto as Exhibit "A" granted by AQUARIUS CONDOMINIUM ASSOCIATION, INC.

Dated and signed this 25th day of April, 2002.



ROBERT G. HARRIS, ESQ.



INSTR # 101597992
OR BK 32599 PG 1510
RECORDED 01/09/2002 02:42 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 0.70
DEPUTY CLERK 1922

This instrument prepared by:
Anitra D. Lanczi, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33301
Phone: (954) 357-7600

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

GRANTOR:
CITY OF HOLLYWOOD
P O BOX 2207
HOLLYWOOD FL 33022

FOLIO NO. SEE EXHIBIT B

LEGAL DESCRIPTION: SEE EXHIBIT B

GRANTEE: Broward County, a political subdivision of the State of Florida
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

DATE: November 7, 20⁰¹

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is acknowledged, GRANTOR grants to GRANTEE, its agents, successors and assigns, an assignable easement and right-of-way in, on, over and across the land described in Schedule "A" (the "Easement Area") for use by GRANTEE, its representatives, agents, contractors, and assigns to construct; preserve; survey; operate; maintain; repair; rehabilitate; and replace; a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, temporarily store, and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Broward County Shore Protection Project (the "Project"), together with the right of public use only on the Easement Area; to facilitate preservation of the beach, dunes and vegetation; to remove from the Easement Area debris and obstructions within the limits of the Easement Area.

Reserving, however, to the GRANTOR, and the heirs, successors and assigns of GRANTOR, the right to construct beach access structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the beach or dune in shape, dimension or functions, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the GRANTEE, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further reserving to the GRANTOR, and the heirs, successors and assigns of GRANTOR all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This easement shall commence on the date the United States Army Corps of Engineers ("Corps") or the GRANTEE awards the contract for construction of the Project. This easement may not be otherwise conveyed, transferred, altered, encumbered, or impaired without the written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or a designated representative.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Janet D'Andrea
Witness signature
Marion Grinke
Witness signature

Mara Giuliani
Mara Giuliani, Mayor
JANET D'ANDREA
Witness print name
MARION GRINKE
Witness print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of Nov., 2001, by Mara Giuliani, who is personally known to me or who has produced — as identification.

My Commission Expires:



(Seal)

Michele Anzalone
Signature of Notary Public

Michele Anzalone
(Typed or printed name)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: Daniel L. Abbott
DANIEL L. ABBOTT
CITY ATTORNEY

SCHEDULE A

That portion of the property described as the "Legal Description" that is landward of the Erosion Control Line and seaward of any bulkhead, seawall, revetment, privacy wall, or fence that exists on the property.

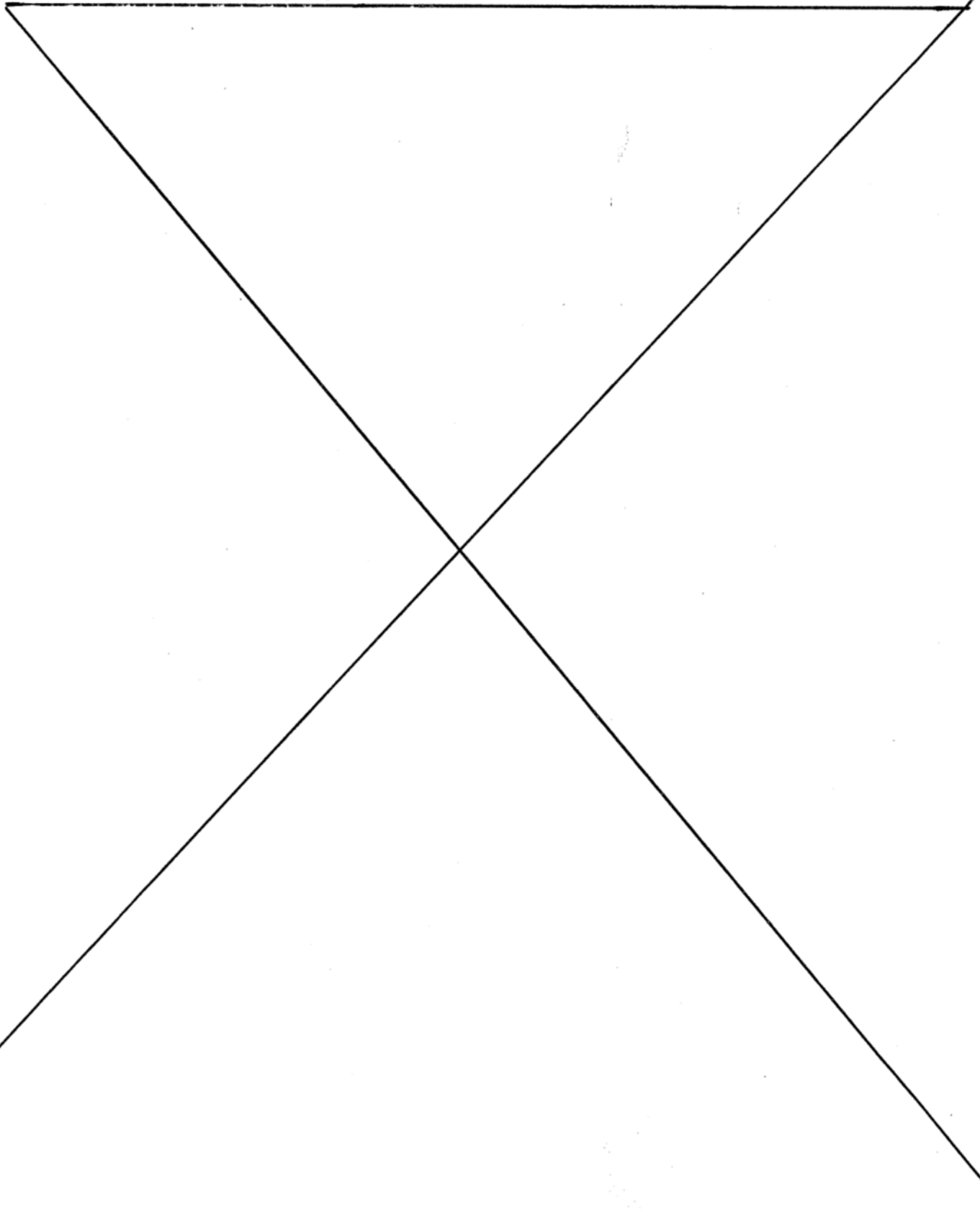


EXHIBIT B

1.- HOLLYWOOD CENTRAL BEACH, Plat Book 4, Page 20. Sheets B & D.

From the North boundary of the City of Hollywood to the Centerline of Sheridan Street. Ownership by O.R. Book 7696, Page 42 & 43. Also O.R. Book 10142, Page 392 & 393.

2.- HOLLYWOOD BEACH SECOND ADDITION, Plat Book 4, Page 6.

From the Centerline of Sheridan Street to the Centerline of Arkansas Street. Ownership by O.R. Book 7696, Page 42 & 43 and also by O.R. Book 10142, Page 392 and 393.

3.- HOLLYWOOD BEACH FIRST ADDITION, Plat Book 1, Page 31.

From the Centerline of Arkansas Street to the Centerline of Johnson Street. Ownership by Deed Book 241, page 341 & 342; Deed Book 276, page 402 & 403; Deed Book 421, Page 138 & 139.

4.- HOLLYWOOD BEACH, Plat Book 1, Page 27.

From the Centerline of Johnson Street to the south line of Section 13, Township 51 South, Range 42 East. Ownership by the following Instruments:

Deed Book 204, Pages 293 to 296
Deed Book 238, Pages 219 to 224
Deed Book 276, Pages 384 to 386
O.R. Book 6278, Pages 255 to 263
O.R. Book 10498, Page 48
O.R. Book 10504, Page 57

5.- ATLANTIC SHORES NORTH BEACH SECTION, Plat Book 9, Page 36.

From the Southline of Section 13, Township 51 South, Range 42 East to the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East.

Access to the Beach from Surf Road is guaranteed by the Court decision Recorded in O.R. Book 2974, Pages 538 to 540.

6.-BEVERLY BEACH, Plat Book 22, Page 13.

From the Southline of the North one-half (1/2) of Section 24, Township 51 South, Range 42 East to the southline of Section 24, Township 51 South, Range 42 East.

A 7.5 foot easement for right of ingress and egress to the public beach guarantee by easement agreement recorded in O.R. Book 7905, Pages 368 and 369.

7.-ACCESS AGREEMENT BETWEEN DIPLOMAT TOWERS AND THE CITY OF HOLLY WOOD over the South one-half (1/2) of the North one-half (1/2) of Lot 15 in Block 14, Plat of Beverly Beach, for ingress and egress of the Public from State Road A-1-A to the public beach.

8.- AMENDED PLAT OF SEMINOLE BEACH, Plat Book 1, Page 15.

From the Southline of Section 24, Township 51 South, Range 42 East to the South Boundary of the City of Hollywood. The only access to the public beach East of the Erosion Control line as established by maps recorded in Miscellaneous Plat Book 5, Page 7, Broward County, Florida, is by Hallandale Avenue within the City of Hallandale.

9. – RIGHTS-OF-WAYS

Balboa Street
Walnut Street
DeSoto Street
Palm Street
Elm Street
Oak Street

Franklin Street
Perry Street
Evans Street
Allen Street
Meade Street
Custer Street