

This Instrument Prepared By:
Tiana Brown
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41161
BOT FILE NO. 060233956
PA NO. 06-0290688-001

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Broward County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 31,
Township 48 South, Range 43 East, in Atlantic Ocean,
Broward County, as is more particularly described
and shown on Attachment A, dated August 29, 2008.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from June 29, 2012, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for subaqueous ocean outfall pipe and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0290688-001, dated January 7, 2010, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all easement interest in the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Broward County, Florida
Attention: Mr. Alan Garcia, P.E., Director of Water and Wastewater Services
2555 West Copans Road
Pompano Beach, Florida 33069

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

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

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

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

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

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

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

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

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

APPROVED AS SUBJECT TO PROPER EXECUTION:

Sally H. Hain 8/7/15
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

BROWARD COUNTY, FLORIDA

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Angela Benjamin 4/26/17
Angela F. Benjamin (Date)
Assistant County Attorney

Michael J. Kerr 4/27/17
Michael J. Kerr
Deputy County Attorney

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by
_____ who is personally known to me or who has produced _____ as
identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

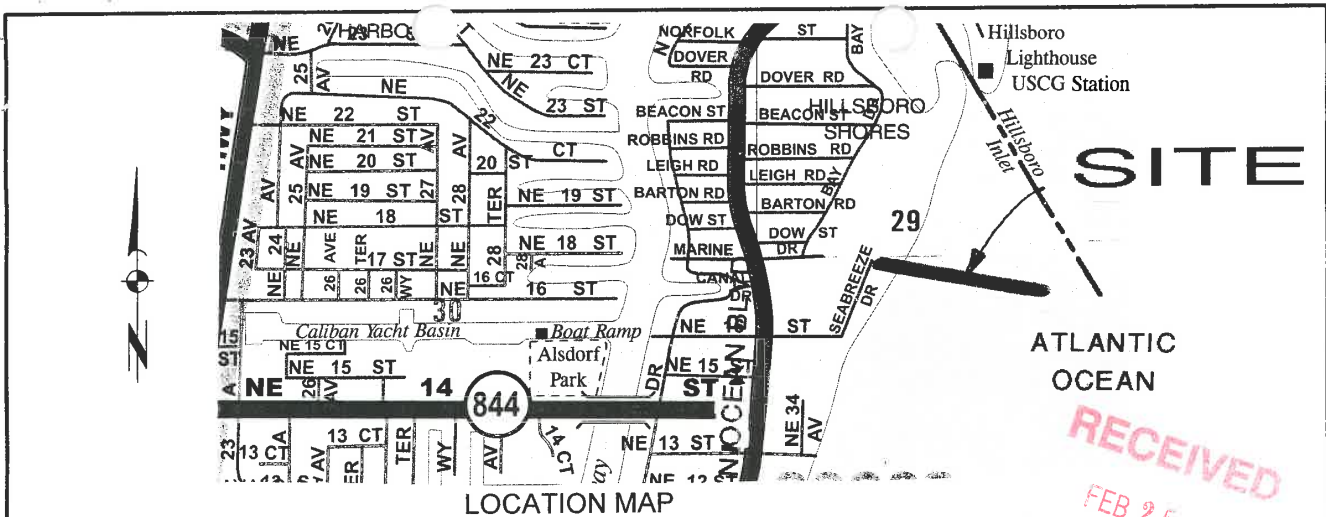
(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment) typed, printed or
stamped

(Title or rank)

(Serial number, if any)

My commission expires:



SURVEY NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL OF THE SURVEYOR WHOSE NAME APPEARS BELOW.
2. NO UNDERGROUND IMPROVEMENTS WERE LOCATED.
3. THIS IS A FIELD SURVEY.
4. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES NAD 83(90) AND ESTABLISHED USING GPS EQUIPMENT BASED UPON FOUND BROWARD COUNTY ENGINEERING DEPT. GPS CONTROL MONUMENTS O11 AND O12
5. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE UNDERSIGNED SURVEYOR
6. UNDERWATER LOCATION OF EXISTING OUTFALL PIPE PROVIDED BY HAZEN AND SAWYER.
7. THE EROSION CONTROL LINE SHOWN HEREON IS TAKEN FROM THE "1980 MEAN HIGH WATER LINE & PROPOSED EROSION CONTROL LINE" SURVEY PREPARED BY ARTHUR V. STROCK & ASSOCIATES, INC. AND DATED JUNE 1980, AND OBTAINED FROM THE STATE OF FLORIDA WEBSITE.
8. A PORTION OF THE PLATS OF WAHOO BEACH AND AMENDED PLAT OF HILLSBORO SHORES SECTION "C" LIE EASTERLY OF THE EROSION CONTROL LINE.
9. ABBREVIATIONS: P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; FD. = FOUND; N = NORTHING; E = EASTING; C/L = CENTERLINE; P.B. = PLAT BOOK; SEC. = SECTION; TWP. = TOWNSHIP; RGE. = RANGE; BLK = BLOCK

DESCRIPTION

A STRIP OF SUBMERGED LAND BEING 100 FEET IN WIDTH, LYING 50.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, AND LYING IN THE ATLANTIC OCEAN, BROWARD COUNTY, FLORIDA, PARTIALLY WITHIN SECTION 29, TOWNSHIP 48 SOUTH, RANGE 43 EAST, AND EXTENDING EASTERLY OF SAID SECTION 29 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 29; THENCE N88°26'36"E, ALONG THE EAST-WEST ONE-QUARTER SECTION LINE OF SAID SECTION 29, A DISTANCE OF 795.90 FEET TO A POINT ON THE EROSION CONTROL LINE, AS DEPICTED ON THE DRAWING ENTITLED "1980 MEAN HIGH WATER LINE & PROPOSED EROSION CONTROL LINE" SURVEY PREPARED BY ARTHUR V. STROCK & ASSOCIATES, INC. AND DATED JUNE, 1980; THENCE S12°29'23"W, ALONG SAID EROSION CONTROL LINE, 10.90 FEET TO THE POINT OF BEGINNING; THENCE S81°01'54"E, 7,170.23 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

SAID SUBMERGED LANDS CONTAINING 722,023 SQUARE FEET, 16.57 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA THAT THE ATTACHED SPECIFIC PURPOSE SURVEY OF HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION ON AUGUST 29, 2008. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Kathleen L. Hall

KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N
BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429

FLORIDA L.B. #6555

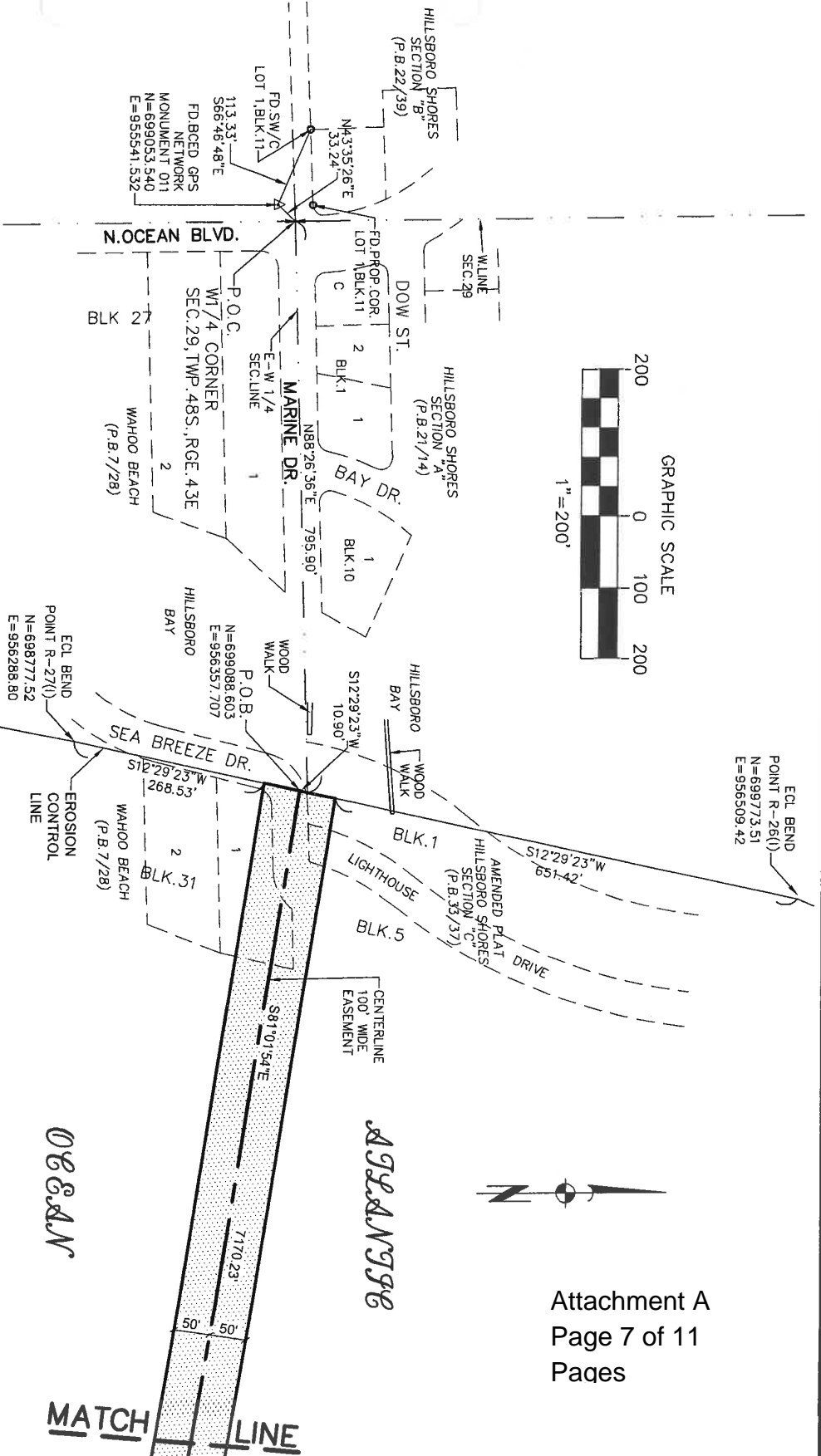
DATE: 8/29/08
SHEET 1 OF 6
JOB NO.: 3861



ECL. BEND
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Attachment A
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Pages

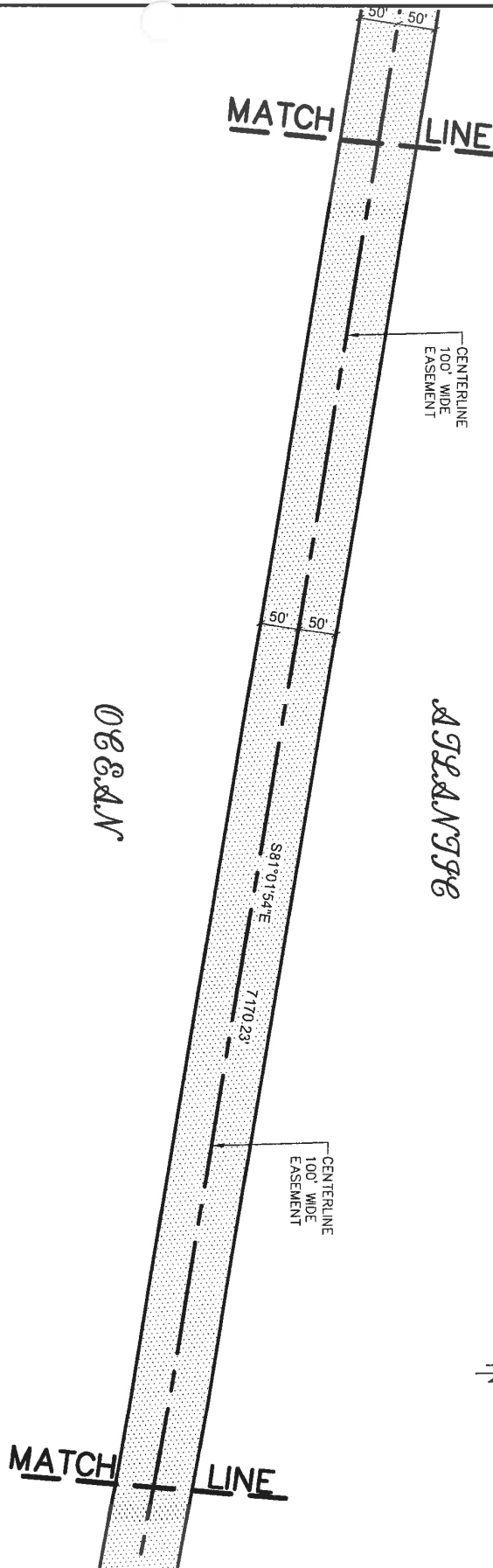


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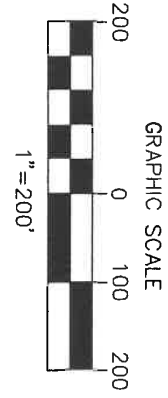


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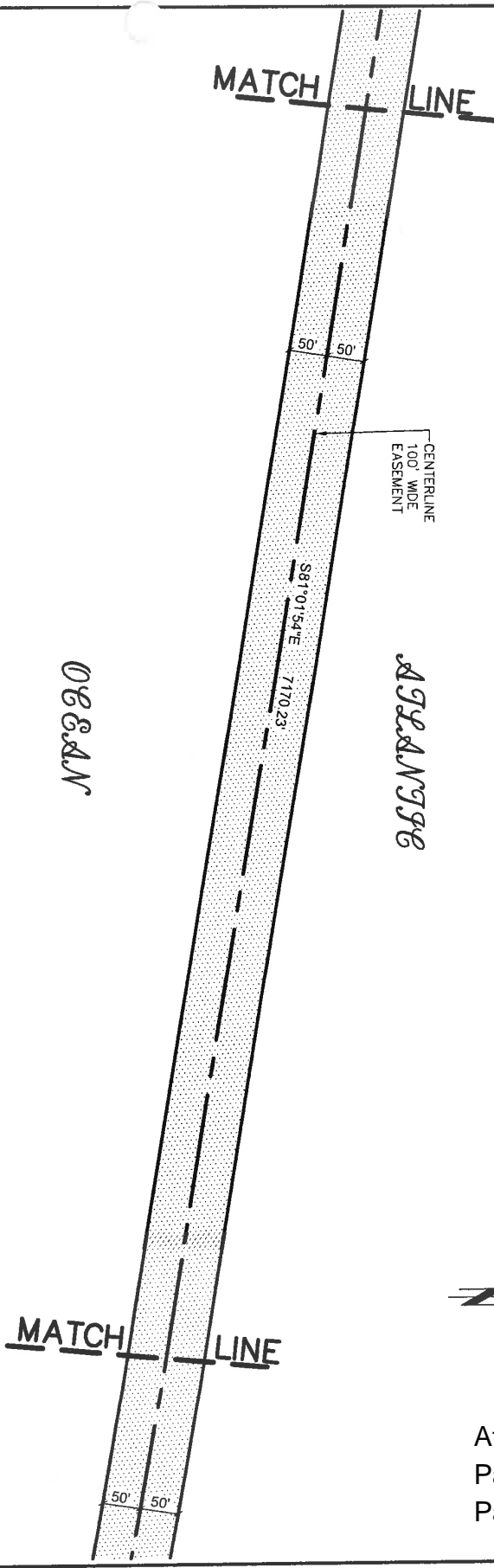


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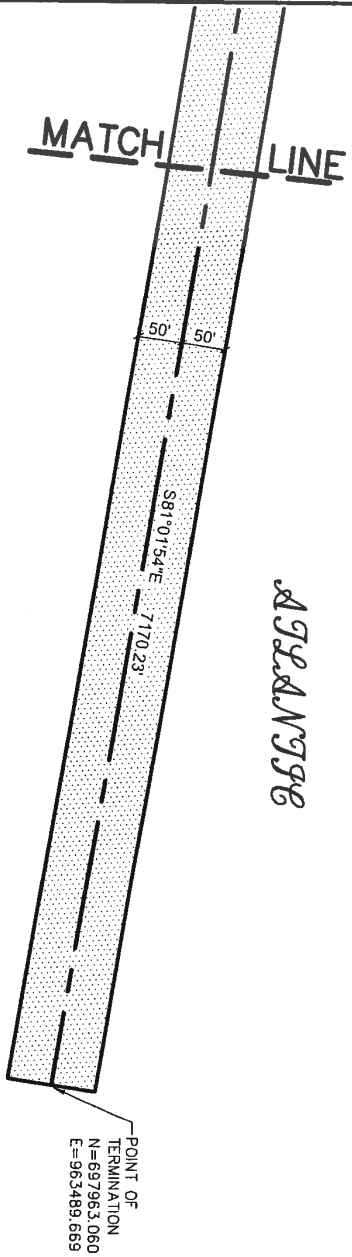
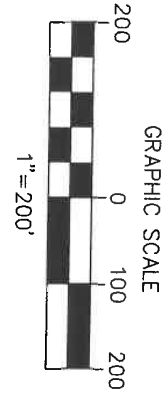


Attachment A
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ORLANDO

ADJACENT

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