

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING, FOR RIGHT-OF-WAY PURPOSES, A
3 SOVEREIGNTY SUBMERGED LANDS EASEMENT ON, OVER, ACROSS, AND
4 THROUGH A PORTION OF REAL PROPERTY LOCATED IN THE UNINCORPORATED
5 AREA OF BROWARD COUNTY, FLORIDA, AND OWNED BY THE BOARD OF
6 TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF
7 FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

8
9 WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the
10 State of Florida ("Owner") is the owner of certain real property located in the
11 unincorporated area of Broward County, Florida ("Property"), which Property is more
12 particularly described in the legal description and sketch made subject to the Sovereignty
13 Submerged Lands Easement, which is attached hereto and made a part hereof as
14 Attachment 1 ("Easement");

15 WHEREAS, the Owner is willing to grant a 50-year Easement to Broward County,
16 Florida ("County"), effective August 25, 2013, and in accordance with the terms of
17 the Easement; and

18 WHEREAS, the Board of County Commissioners of Broward County, Florida
19 ("Board"), has determined that acceptance of the Easement serves a public purpose and
20 is in the best interest of the County, NOW, THEREFORE,

21 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
22 BROWARD COUNTY, FLORIDA:

23 Section 1. The recitals set forth in the preamble to this Resolution are true,
24 accurate, and incorporated by reference herein as though set forth in full hereunder.

25 Section 2. The Board hereby accepts the Easement, attached as Attachment 1,
26 effective August 25, 2013.

27 Section 3. The Easement shall be properly recorded in the Official Records of
28 Broward County, Florida.

29 Section 4. Severability.

30 If any portion of this Resolution is determined by any court to be invalid, the invalid
31 portion will be stricken, and such striking will not affect the validity of the remainder of this
32 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
33 legally applied to any individual, group, entity, property, or circumstance, such
34 determination will not affect the applicability of this Resolution to any other individual,
35 group, entity, property, or circumstance.

36 | Section 5. Effective Date.

37 | This Resolution is effective upon adoption.

ADOPTED this day of , 2025. **PROPOSED**

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By: /s/ Reno V. Pierre 03/13/2025
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 03/13/2025
Annika E. Ashton (date)
Deputy County Attorney

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 25275
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 RENEWAL

Easement No. 26349 (3082-06)
BOT File No. 060188566

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, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in Section 05,
Township 50 South, Range 42 East, in North Fork New River,
Broward County, Florida, containing 6,142 square feet,
more or less, as is more particularly described and shown on
Attachment A, dated February 1, 1983.

TO HAVE THE USE OF the hereinabove described premises from August 25, 2013, the effective date of this renewal easement, through August 25, 2063, the expiration date of this renewal 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 public transportation purposes only by or under the supervision of the Grantee. All of the foregoing subject to the remaining conditions of this easement.

[41]

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

Broward County, Florida
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

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. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

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

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

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

12. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

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. AMENDMENTS/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 of 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(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

BY: _____

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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 1/16/2025

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

Broward County, Florida (SEAL)
By its Board of County Commissioners

BY: _____
Original Signature of Executing Authority

Beam Furr
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Beam Furr, as Mayor, for and on behalf of Board of County Commissioners of Broward County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

DESCRIPTION:

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A PORTION OF THE RIGHT-OF-WAY OF N.W. 27TH AVENUE, LYING OVER THE LIMITS OF THE NORTH FORK OF THE NEW RIVER (AS SHOWN ON THE BROWARD COUNTY RIGHT-OF-WAY MAP #86502-2604, SHEET 6 OF 9), BEING IN SECTION 5, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BASELINE OF SURVEY AND THE CENTERLINE OF N.W. 8TH STREET; THENCE NORTH 01°50'46" WEST, ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 329.92 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 55°19'55" WEST, A DISTANCE OF 29.75 FEET; THENCE SOUTH 29°42'19" WEST, A DISTANCE OF 28.67 FEET; THENCE NORTH 01°50'46" WEST, ALONG THE WEST RIGHT-OF-LINE OF THE SAID N.W. 27TH AVENUE, A DISTANCE OF 106.94 FEET; THENCE NORTH 61°46'05" EAST, A DISTANCE OF 11.16 FEET; THENCE NORTH 80°35'15" EAST, A DISTANCE OF 60.53 FEET; THENCE NORTH 70°50'38" EAST, A DISTANCE OF 10.20 FEET; THENCE SOUTH 01°50'46" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SAID N.W. 27TH AVENUE, A DISTANCE OF 60.14 FEET; THENCE NORTH 76°13'10" WEST, A DISTANCE OF 5.19 FEET; THENCE SOUTH 55°19'55" WEST, A DISTANCE OF 41.65 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATED IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.141 ACRES, MORE OR LESS.

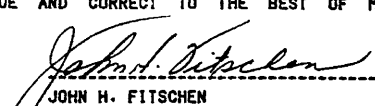
NW. 27TH AVENUE
78 0651
2/1/83 J.H.F

CERTIFICATE:

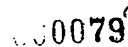
I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.06(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE FEB 1 1983

THIS LETTER AND/OR AFFIDAVIT IS NOT VALID
UNLESS IT BEARS AN ORIGINAL SIGNATURE
AND AN EMBOSSED SURVEYOR'S SEAL.

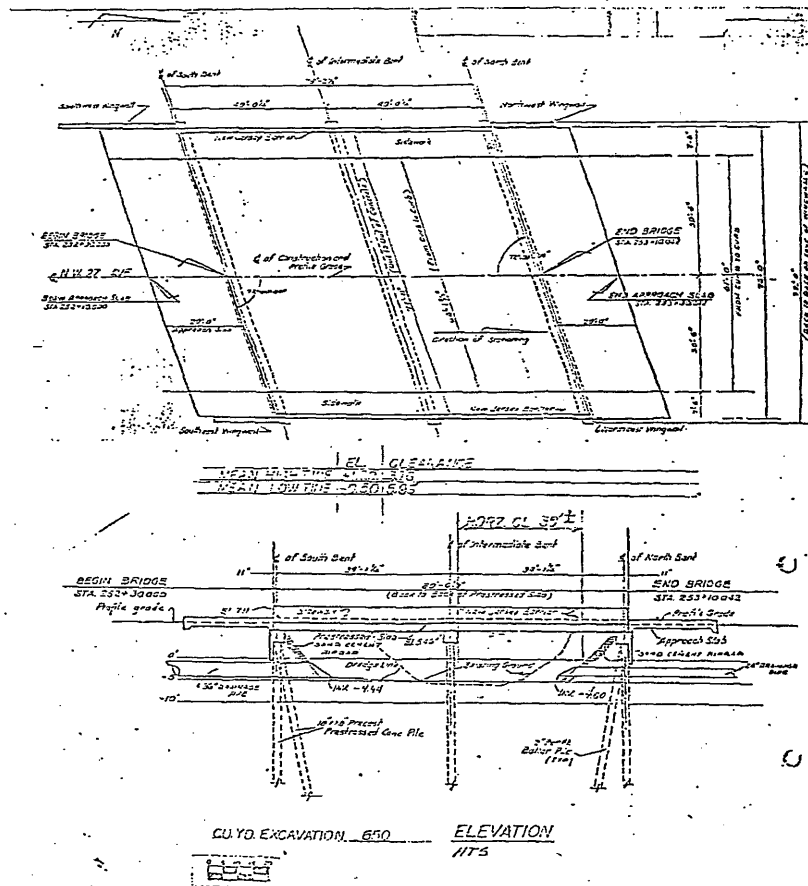

JOHN H. FITSCHEN
REGISTERED LAND SURVEYOR NO. 3608
STATE OF FLORIDA

0078



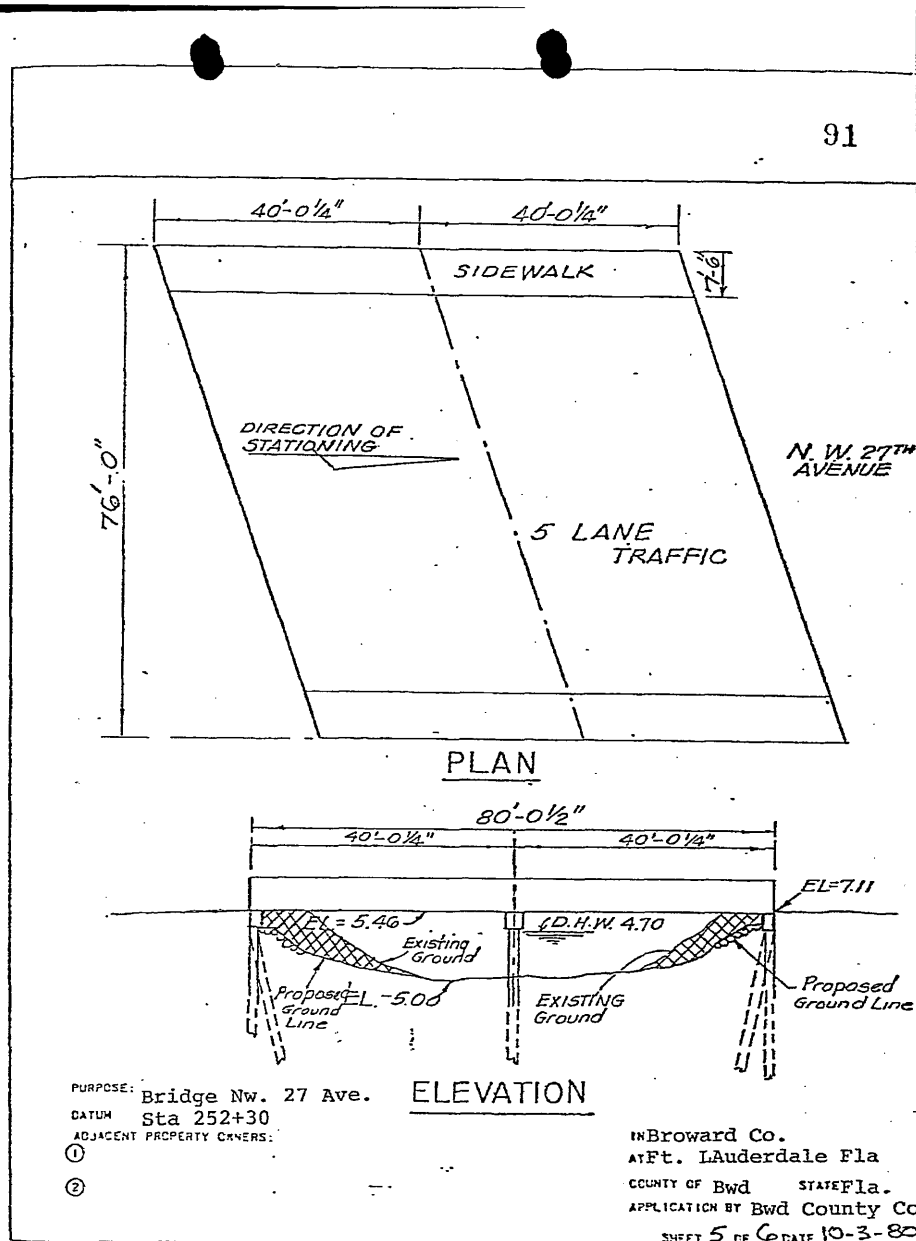
Attachment A
Page 7 of 15 Pages
Sovereignty Submerged Lands Easement No. 26349 (3082-06)

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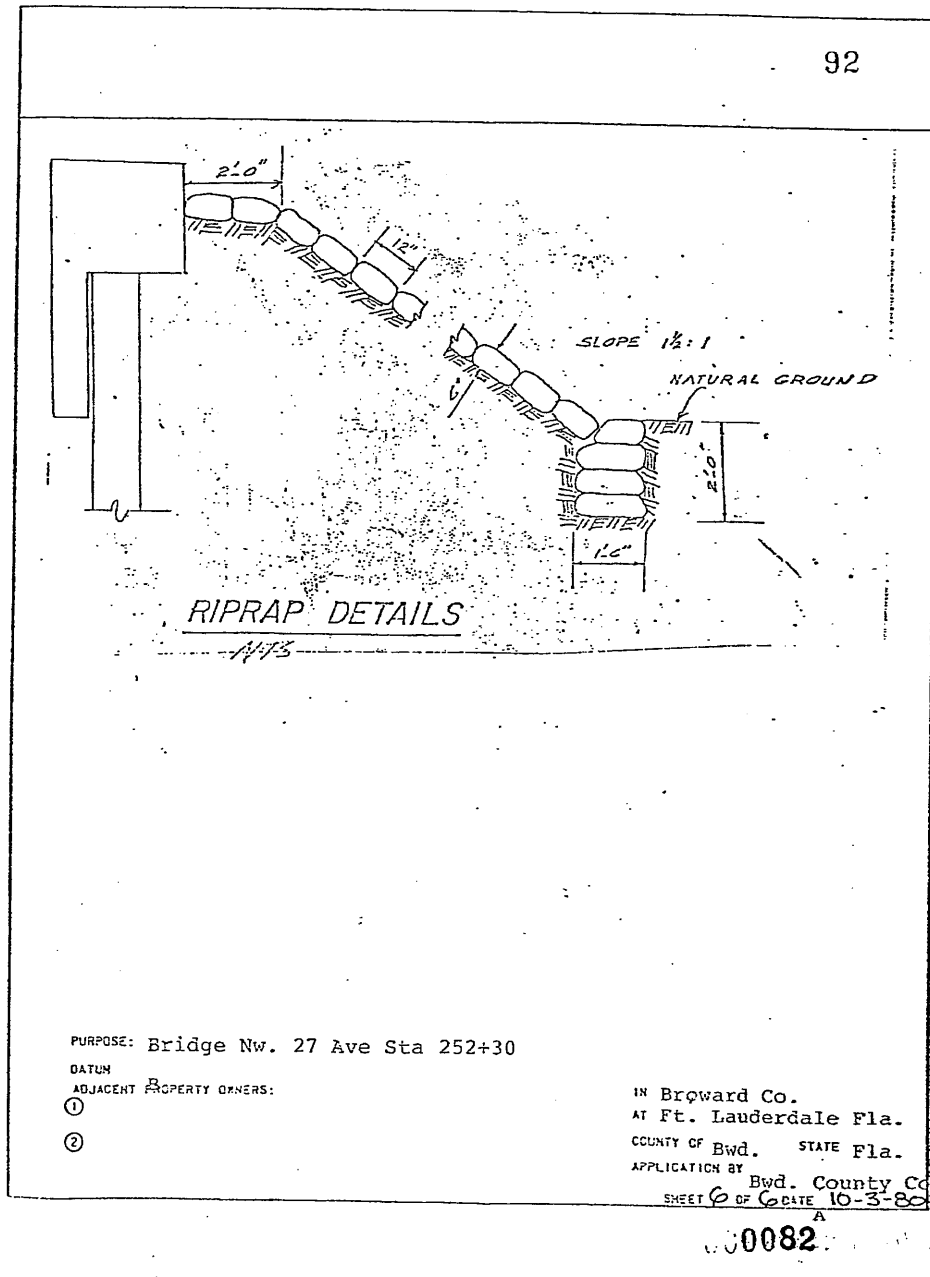


Proposed Bridge No. 27 Ave Sta 252+30
Ft. Lauderdale Fla. Bwd. Cty.
Application By Bwd. Cty. Bd. of County Commission
Waterway North Fork New River (Canal C-12)
May 19 1980

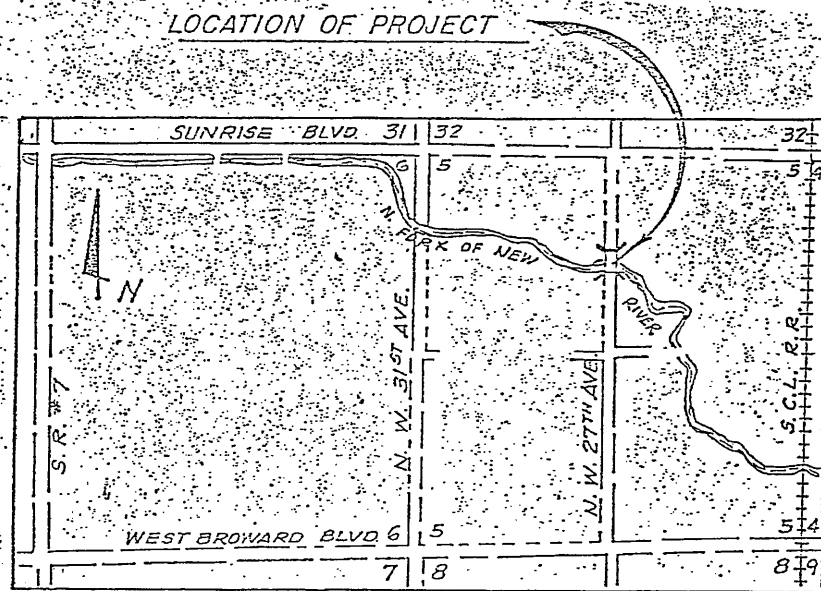
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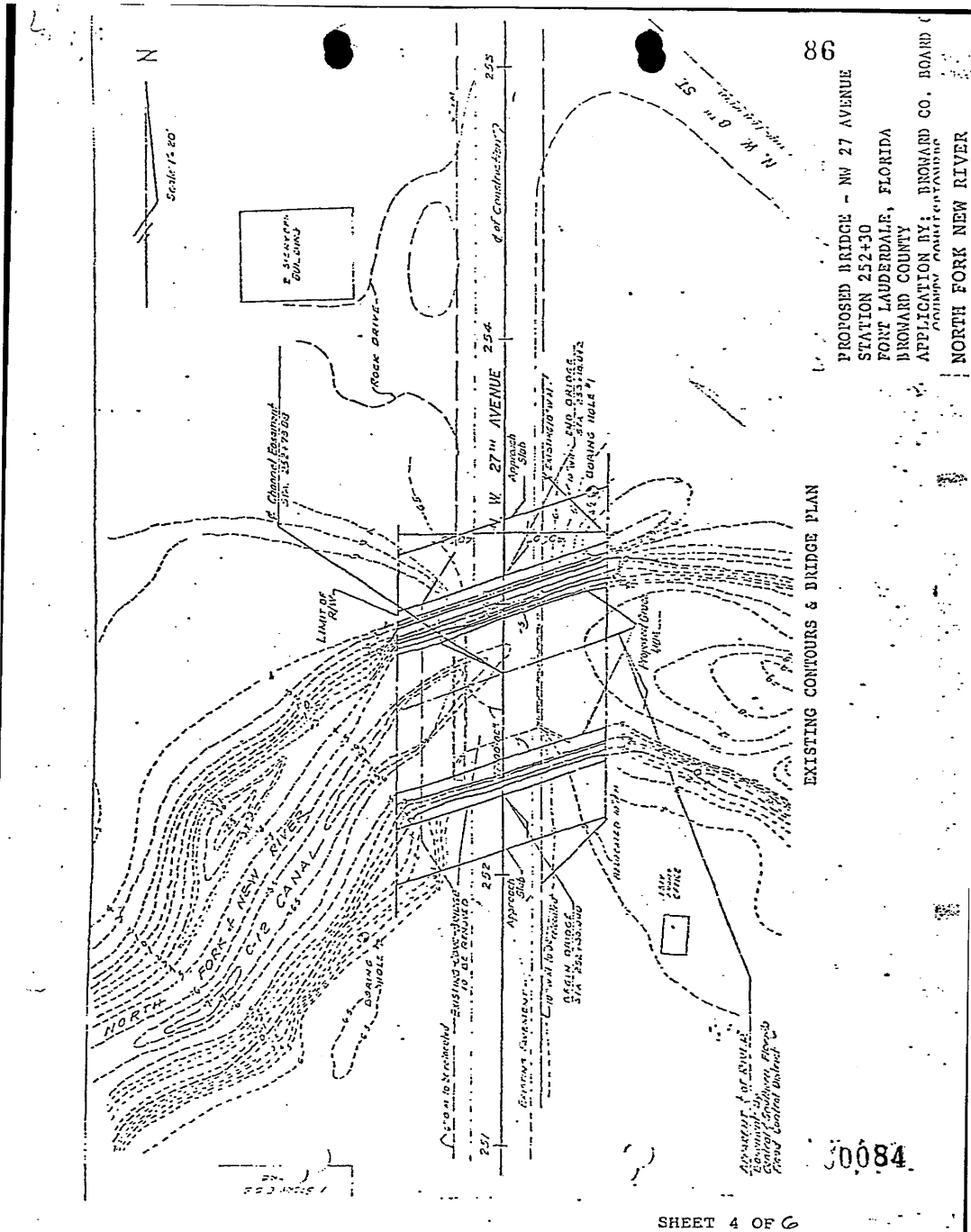
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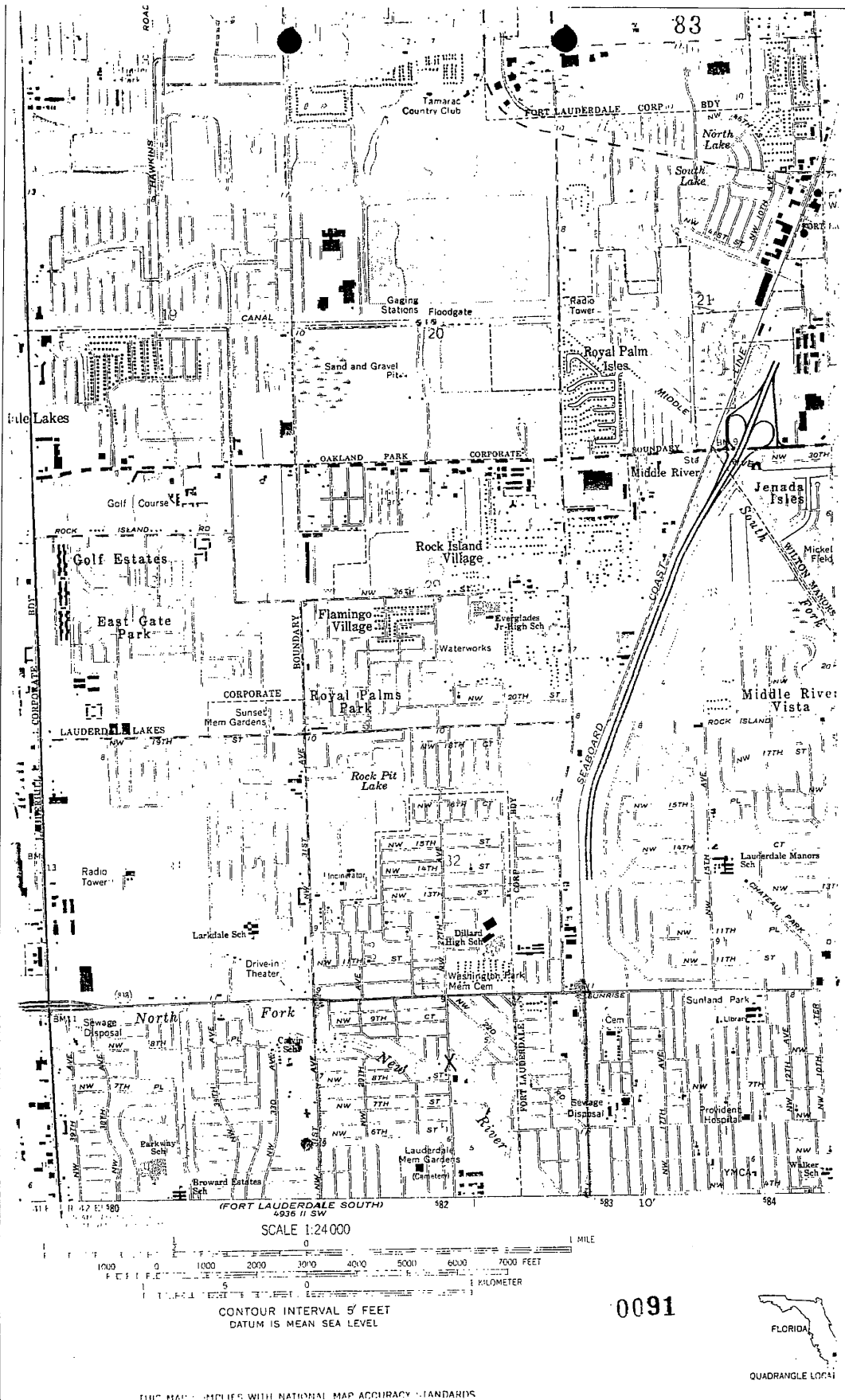


Proposed Bridge: N. 27 Ave Sta 252+30
Ft. Lauderdale Fla. Bwd. Cty.
Application By Bwd. Cty. Bd. of County Commission
Waterway North Fork New River (Canal C-12)
May 19 1980

0083

SHEET 1 OF 6



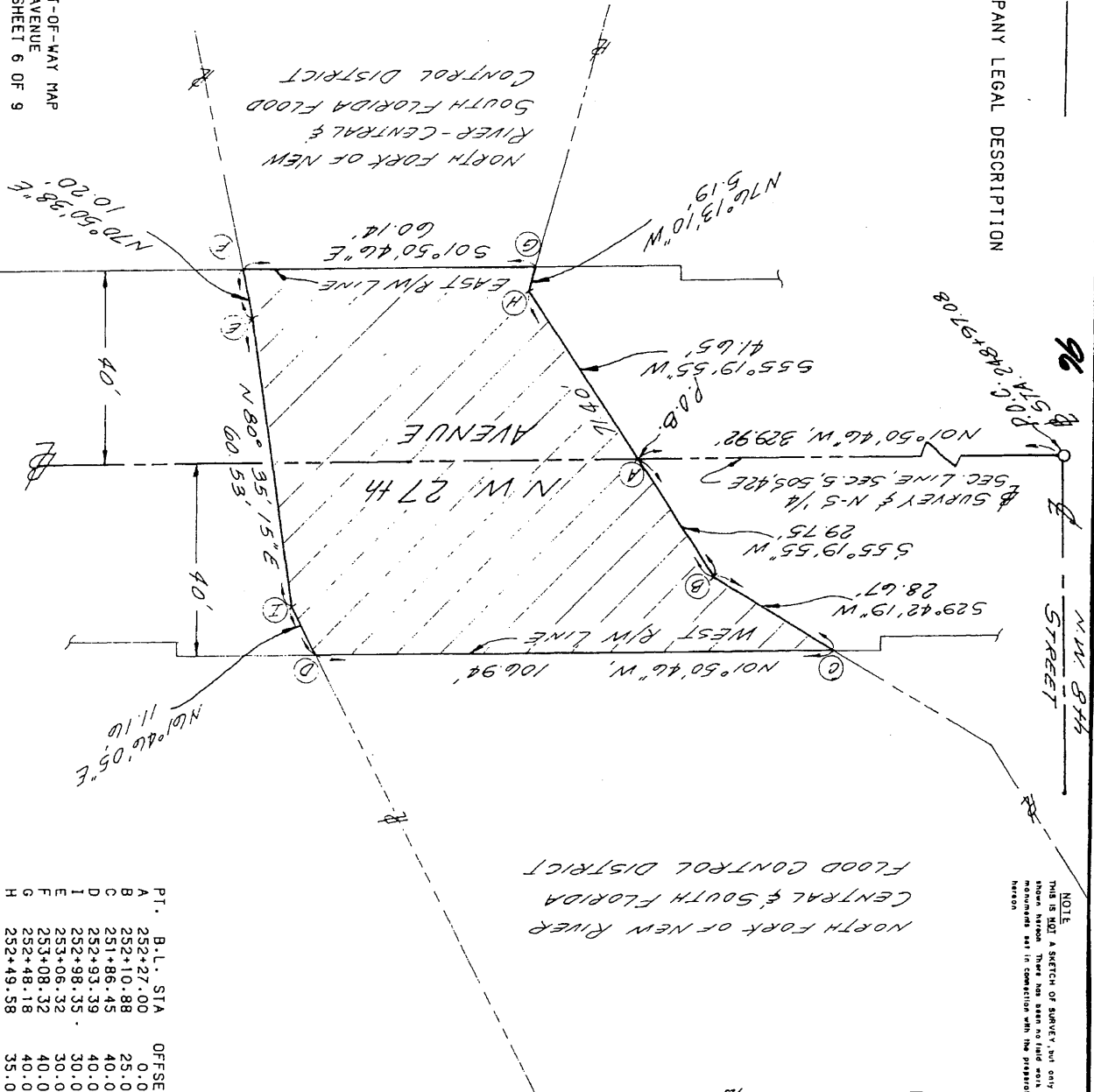


FOR

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REFERENCE MAP:
BROWARD COUNTY RIGHT-OF-WAY MAP
FOR S.W.-N.W. 27TH AVENUE
FILE # 86502-2604, SHEET 6 OF 9



NOTE
THIS IS NOT A SKETCH OF SURVEY, but only a graphic description of the description shown herein. There has been no field work, viewing of the subject property, or measurement and set in connection with the preparation of this information shown herein.

NORTH FORK OF NEW RIVER
CENTRAL & SOUTH FLORIDA
FLOOD CONTROL DISTRICT

CERTIFICATE:

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.06(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE FEB. 1, 1983

John H. Fitschen
JOHN H. FITSCHEN
REGISTERED LAND SURVEYOR NO. 3608
STATE OF FLORIDA

THIS SKETCH IS NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND AN EMBOSSED SURVEYOR'S SEAL.

PT.	B.L.	SIA	OFFSET
A	252+27.00		0.00 LT-RT
B	252+10.88		25.00 LT
C	251+86.45		40.00 LT
D	252+93.39		40.00 LT
I	252+98.35		30.00 LT
E	253+06.32		30.00 RT
F	253+08.32		40.00 RT
G	252+48.18		40.00 RT
H	252+49.58		35.00 RT

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CRAVEN-THOMPSON & ASSOCIATES, INC.

ARCHITECTS, ENGINEERS, PLANNERS, SURVEYORS

5901 NW 31 AVENUE, FORT LAUDERDALE, FLORIDA 33309 (772) 971-7777
OFFICES: 1001 S. UNIVERSITY AVENUE, SUITE 200, FORT LAUDERDALE, FLORIDA 33304

DATE: FEB. 1, 1983

JOB NO. <u>78-0651</u>	DRAWN BY <u>C.H.F.</u>	CHECKED BY <u>J.H.F.</u>	PG. <u>17</u>	FILE NO. <u>96</u>
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