

Return to:  
Broward County Real Property and  
Real Estate Development Division  
1 North University Drive, Room 2100A  
Plantation, Florida 33324

Prepared and approved as to form by:  
Sunnaz Toreihi, Esq.  
Broward County Attorney's Office  
115 S Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio Number: 5142-01-02-4630

**AMENDMENT TO ORIGINAL EASEMENT BETWEEN  
BROWARD COUNTY AND AT&T ENTERPRISES, L.L.C.**

This Amendment to the Original Easement ("Amendment") between Broward County, a political subdivision of the State of Florida ("Grantor"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 and AT&T Enterprises, L.L.C. (formerly Concert Global Networks USA, L.L.C.), a Delaware limited liability company ("Grantee"), whose address is 208 South Akard Street, Dallas, Texas, 75202, is entered into and effective as of the date of complete execution by the Parties ("Effective Date"). Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

**RECITALS**

- A. Grantor is the fee simple owner of an undivided 1/6th interest in the following property located in Broward County, Florida (the "Easement Property"):

**See Exhibit A with accompanying sketch of description attached hereto  
and made a part hereof**

- B. Grantee's predecessor in interest, Concert Global Networks L.L.C., a Delaware limited liability company, and Grantor entered into that certain Original Easement agreement dated August 14, 2001, and recorded in Official Records Book 32155, Page 1352, as Instrument Number #101356603 ("Original Easement"), granting a non-exclusive easement for the construction, operation, and maintenance of an underground fiber optic system over the Easement Property described therein. The term of the Original Easement is twenty-five (25) years.
- C. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIIF") is the holder of the remaining 5/6th interest in the Easement Property and TIIF has granted a perpetual easement to Grantee over the Easement Property, recorded in the Official Records Book 30699, Page 0903, as Instrument Number #100418805 ("TIIF Easement").

- D. The Parties now desire to amend the Original Easement to be perpetual to align the term with the TIIF Easement.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Original Easement.
2. Amendments to the Original Easement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Original Easement shall remain in full force and effect.
3. The term provision of the Original Easement is amended as follows:

~~The term of this easement shall expire twenty-five (25) years from the date hereof. However, GRANTEE shall have the option for an additional term upon notice and payment of additional consideration acceptable to GRANTOR.~~ **The easement granted herein shall be perpetual and shall run with the land. The easement shall continue in full force and effect unless terminated by written instrument executed by the GRANTOR and the GRANTEE, or their respective successors or assigns, and recorded in the Official Records of Broward County, Florida.**

4. Except as expressly modified by this Amendment, all other terms, conditions, and provisions of the Original Easement shall remain unchanged and in full force and effect and are hereby ratified and confirmed.
5. Grantee, at its own expense, shall record this fully executed Amendment in the Official Records of Broward County, Florida.
6. Each individual executing this Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date he or she signs this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.
7. In the event of any conflict or ambiguity between this Amendment and the Original Easement, the Parties agree that this Amendment shall control. The Original Easement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Original Easement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
9. Grantee acknowledges that through the date this Amendment is executed by Grantee, Grantee has no claims or disputes against Grantor with respect to any of the matters covered by the Original Easement.
10. This Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Signature pages to follow)

**GRANTOR**

IN WITNESS WHEREOF, the Parties have made and executed this Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2026, and AT&T Enterprises, L.L.C., signing by and through its authorized signer, duly authorized to execute same.

**COUNTY**

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 \_\_\_\_\_, 2026

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

By Sunnaz Toreihi Digitally signed by Sunnaz Toreihi  
Date: 2026.04.23 17:01:28 -04'00'  
Sunnaz Toreihi (Date)  
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2026.04.23 17:01:54 -04'00'  
Annika E. Ashton (Date)  
Deputy County Attorney

ST/sr  
4/14/2026  
Amendment – Broward County and AT&T Enterprises, L.L.C.  
#1213654

**AMENDMENT TO ORIGINAL EASEMENT BETWEEN  
BROWARD COUNTY AND AT&T ENTERPRISES, L.L.C.**

IN WITNESS WHEREOF, the undersigned has signed and sealed this Amendment on the respective date under its signature and certifies that he/she has the authority to execute this Instrument.

**GRANTEE**

Witness #1:

[Signature]  
Signature

SEAN MCGUIRE  
Print Name of Witness

Address: 19715 WAR ADMIRAL RD  
EAGLE RIVER AK  
99577

Witness #2

[Signature]  
Signature

Jana Lee  
Print Name of Witness

Address: 18757 SARICHOFF LOOP  
Eagle RIVER AK 99577

AT&T Enterprises, L.L.C., a Delaware limited liability company

By [Signature]  
Signature

Shawn Uschmann  
Print Name

AVP AT&T Enterprises LLC  
Title

Address: 505 E Bluff Drive  
Anchorage AK 99501

16 day of APRIL, 2026

**ACKNOWLEDGMENT**

STATE OF AK  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or [ ] online notarization, this 16th day of APRIL, 2026 by Shawn Uschmann the AVP, AT&T Enterprises LLC, a Delaware LLC, on behalf of the AT&T Enterprises, LLC  who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

Notary Public:

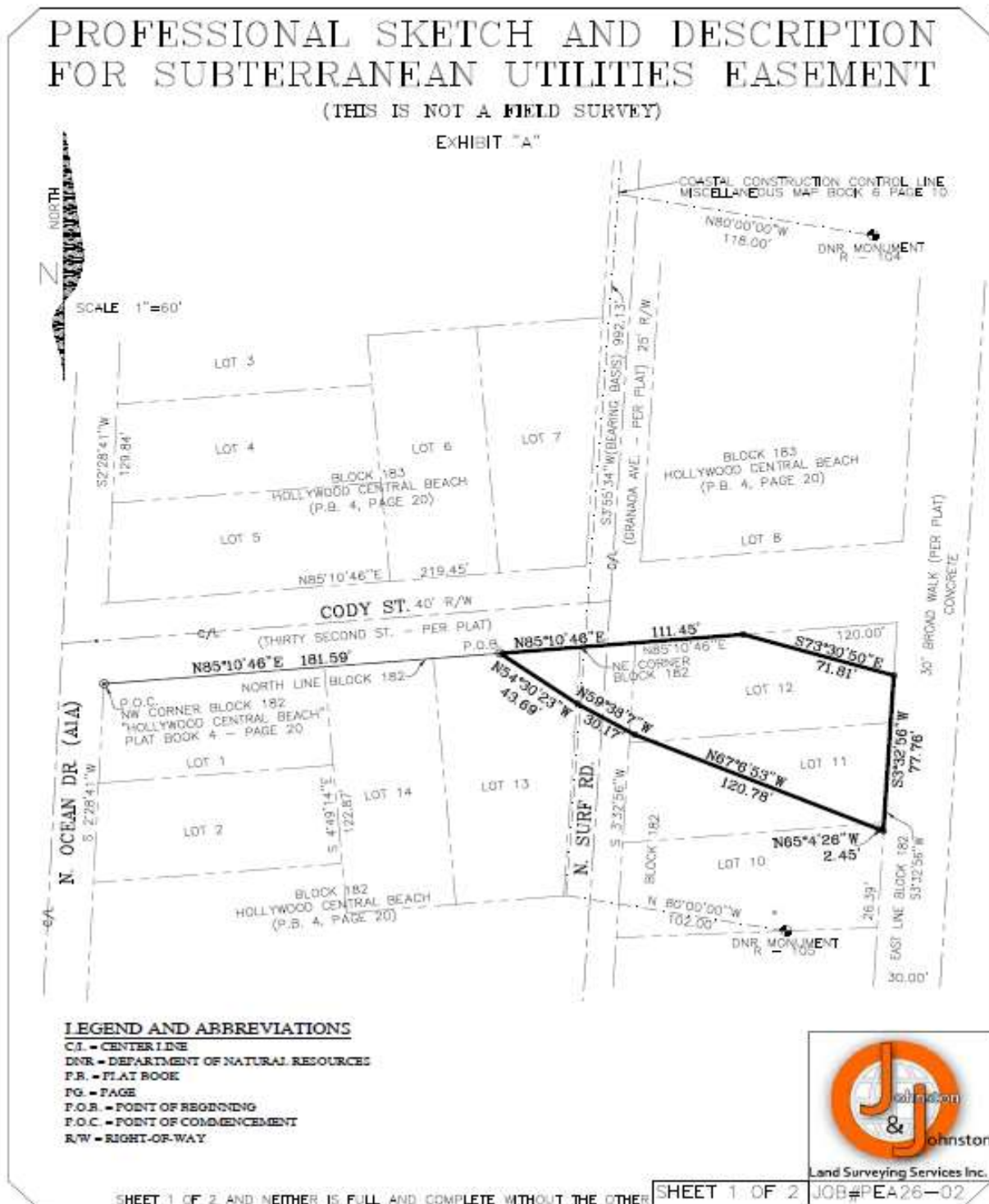
[Signature]  
Signature: Kari Lee  
Print Name:

State of \_\_\_\_\_  
My Commission Expires: 9/19/26  
Commission Number: 220919002

(Notary Seal)



**EXHIBIT A**  
**THE EASEMENT PROPERTY**



PRINTING ELECTRONICALLY SIGNED DOCUMENT: IN ORDER FOR THIS PAGE OF THE DOCUMENT TO BE VIEWED CORRECTLY IT MUST BE PRINTED ON AN 8.5x11 (LETTER SIZE) PAPER AND WITH NO SCALING, FITTING TO PAGE, OR CUSTOM SIZE OPTIONS. PRINTING THIS SHEET NOT TO SCALE IS ONLY FOR VISUAL AID PURPOSES. THE SIGNING SURVEYOR TAKES NO LIABILITY IN INFORMATION OBTAINED FROM ITS USE IN SUCH MANNER.

# PROFESSIONAL SKETCH AND DESCRIPTION FOR SUBTERRANEAN UTILITIES EASEMENT

(THIS IS NOT A FIELD SURVEY)

EXHIBIT "A"

## LEGAL DESCRIPTION FOR UPLAND BEACH EASEMENT

A PORTION OF LOTS 10,11,12 AND 13 IN BLOCK 182, AND,  
A PORTION OF GRANADA AVENUE, NOW KNOWN AS NORTH SURF ROAD,  
ALL AS SHOWN ON THE PLAT OF 'HOLLYWOOD CENTRAL BEACH'  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 4, AT PAGE 20 OF  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,  
AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID BLOCK 182,  
THENCE RUN ALONG ITS NORTH LINE,  
N85°10'46"E AND 181.59 FEET TO A POINT OF BEGINNING,  
THENCE CONTINUE N85°10'46"E AND RUN 111.45 FEET,  
THENCE RUN S73°30'50"E AND 71.81 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 182,  
THENCE RUN S3°32'56"W ALONG THE EAST LINE OF SAID BLOCK 182 FOR 77.76 FEET,  
THENCE RUN N65°04'26"W AND 2.45 FEET,  
THENCE RUN N67°06'53"W AND 120.78 FEET,  
THENCE RUN N39°38'07"W AND 30.17 FEET,  
THENCE RUN N54°30'23"W AND 43.69 FEET  
TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 9342.4 SQUARE FEET,  
OR 0.2145 ACRES, MORE OR LESS,  
ALL LYING IN SECTION 01, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA

THE BEARINGS IN THIS DESCRIPTION  
ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE BETWEEN  
DEPARTMENT OF NATURAL RESOURCES MONUMENTS R-104 AND R-105, BEING N03°55'34"E.

### SURVEYOR'S NOTES

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL (UNLESS DIGITALLY SIGNED) OF A FLORIDA LICENSED SURVEYOR AND MAPPER
2. BEARINGS, SHOWN HEREON, ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE BETWEEN DNR MONUMENTS R-104 AND R-105 BEING N3°55'34"E
3. THIS DOES NOT AND IS NOT INTENDED TO REPRESENT A SURVEY OR FIELD SURVEY PREPARED UNDER THE DIRECTION OF THE UNDERSIGNED.
4. THE PURPOSE OF THESE DOCUMENTS IS TO PROVIDE A LEGAL DESCRIPTION AND GRAPHICAL DEFINITION THEREOF FOR A SUBTERRANEAN UTILITIES EASEMENT
5. THE TEXT HEREON AND THE GRAPHIC HEREON INCLUDED HEREIN TOGETHER FORM THE CONTENTS OF THIS DOCUMENT. NEITHER HEREON IS COMPLETE WITHOUT THE OTHER.
6. ADDITIONS, OR DEVIATIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



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6 13:04:49  
-04'00'

*Henry Johnston*

2026.04.06  
13:04:07  
-04'00'

3/20/26

HENRY A. JOHNSTON P.L.S. #6843

JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LPA#7699  
7777 DAVE ROAD EXT. #3024-7  
DAVE FL 33024  
PHONE 954-295-9518



THIS SKETCH OF DESCRIPTION IS COMPLIANT TO  
MINIMUM TECHNICAL STANDARDS PURSUANT TO  
CHAPTER 5319.052, FLORIDA ADMINISTRATIVE CODE

SHEET 2 OF 2 AND NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER

SHEET 2 OF 2

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