

PROPOSED

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING A SOVEREIGNTY SUBMERGED LANDS
3 EASEMENT FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
4 TRUST FUND OF THE STATE OF FLORIDA FOR CERTAIN PROPERTY LOCATED IN
5 FORT LAUDERDALE, FLORIDA; AUTHORIZING RECORDATION; AND PROVIDING
6 FOR SEVERABILITY AND AN EFFECTIVE DATE.

7
8 WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the
9 State of Florida ("Grantor") owns certain sovereignty submerged lands located in Fort
10 Lauderdale, Florida, more particularly described in the Sovereignty Submerged Lands
11 Easement attached hereto as Attachment 1 ("Easement");

12 WHEREAS, Grantor has agreed to grant to Broward County, Florida ("County") a
13 nonexclusive easement over such lands, subject to the terms and conditions set forth in
14 the Easement; and

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

18 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
19 BROWARD COUNTY, FLORIDA:

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

This Instrument Prepared By:

Lisa-Marie Raulerson

Action No. 43686

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. 42564

BOT FILE NO. 060360396

PA NO. 0283908-004-JC

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

A parcel of sovereignty submerged land in Section 13,
Township 50 South, Range 42 East, in Atlantic Ocean,
Broward County, Florida, containing 1,393,441 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated January 28, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from May 10, 2021, 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 the construction and maintenance of a sediment impoundment basin and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Consolidated Joint Coastal Permit No. 0283908-004-JC, dated February 3, 2017, 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/GUARANTEED 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. 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.

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 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
Resilience Division
115 South Andrews Avenue, Room 329H
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.

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. 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 paragraph 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(63), 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]

Approved by:

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mark D. Bogen, Mayor

_____ day of _____, 20_____

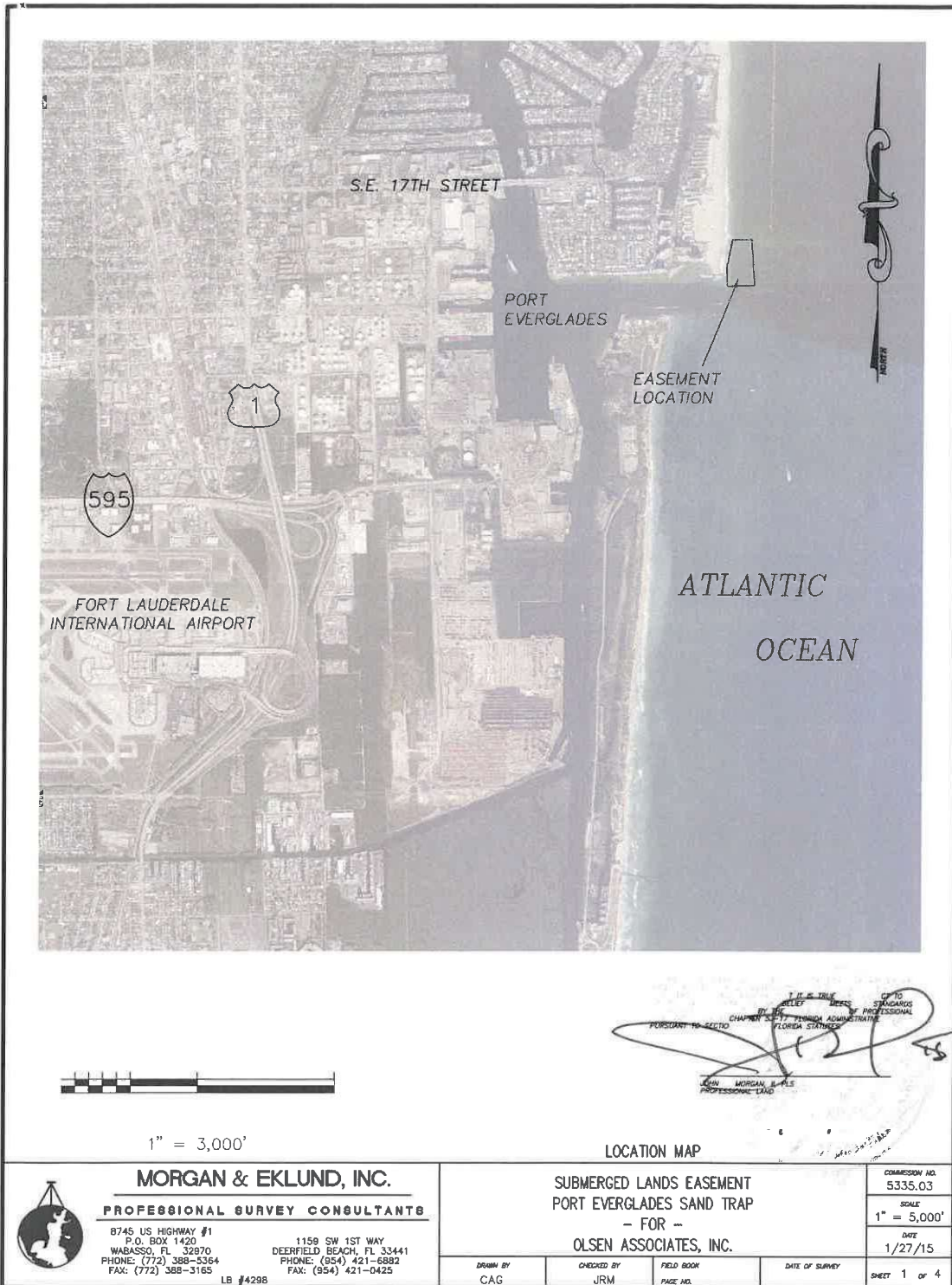
Broward County, Florida
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

“GRANTEE”

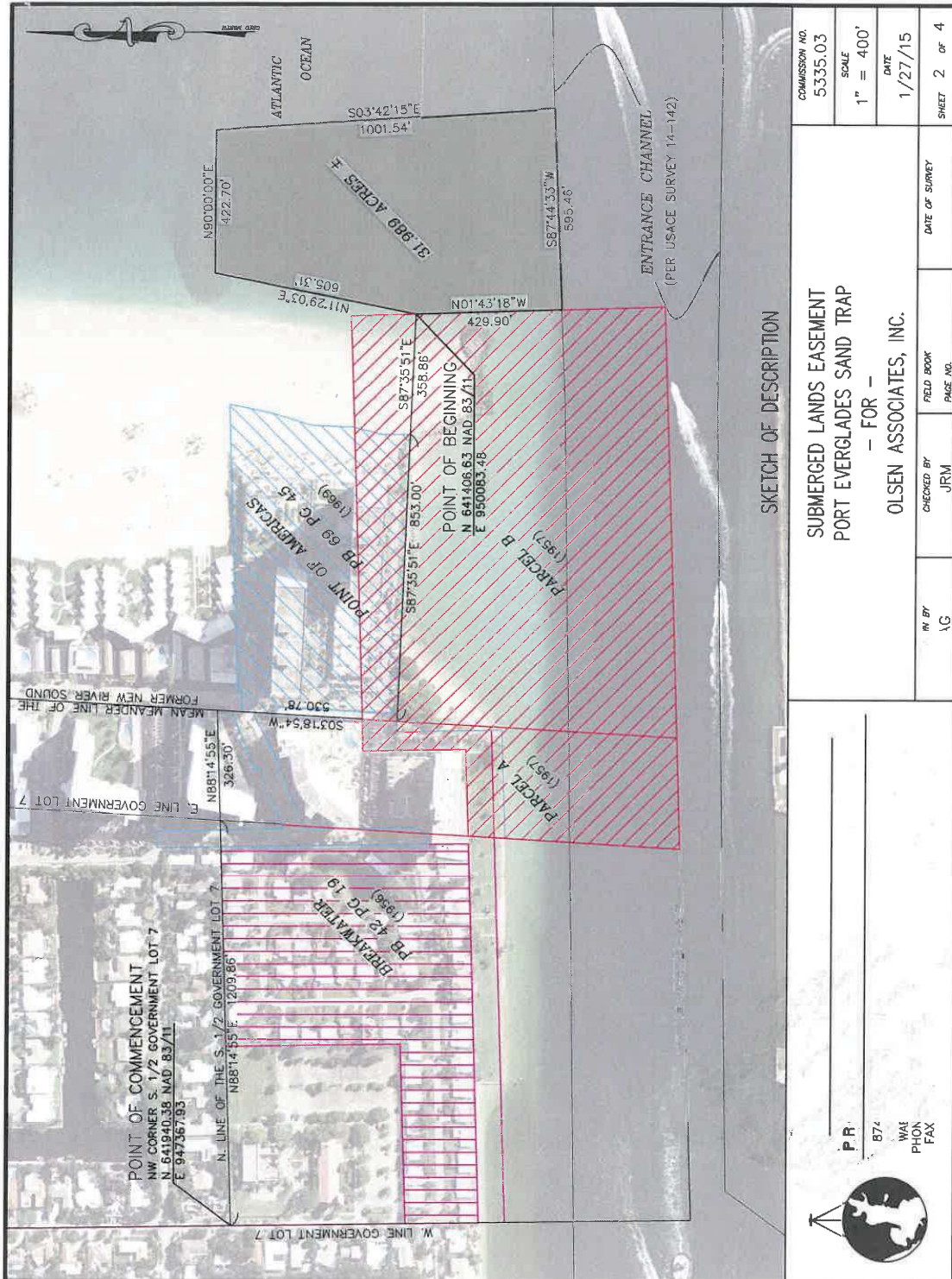
Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Christina A. Price Digitally signed by Christina A. Price
Date: 2026.05.01 13:25:05 -04'00'
Christina A. Price (Date)
Senior Assistant County Attorney

By: Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2026.05.01 13:25:22 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney



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LEGAL DESCRIPTION

THAT PART OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA BEING ADJACENT TO SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY FLORIDA, AND LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF GOVERNMENT LOT 7, LOCATED IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF "BREAKWATER" SUBDIVISION AS RECORDED IN PLAT BOOK 42 PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, SAID POINT HAVING COORDINATES OF NORTHING 641,940.38 FEET AND EASTING 947,367.93 FEET REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 2011 (NAD 83/11); PROCEED N88°14'55"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 7 A DISTANCE OF 1,209.86 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 7; THENCE, CONTINUING N88°14'55"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF SAID GOVERNMENT LOT 7 A DISTANCE OF 326.30 FEET TO A POINT ON THE MEAN MEANDER LINE OF THE FORMER NEW RIVER SOUND AS SHOWN ON THE PLAT OF THE "POINT OF AMERICAS" AS RECORDED IN PLAT BOOK 69 PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE ALONG SAID MEAN MEANDER LINE OF THE FORMER NEW RIVER SOUND S03°18'54"W A DISTANCE OF 530.78 FEET TO A POINT ON THE EXTENSION OF THE CENTERLINE OF THE NORTH JETTY OF PORT EVERGLADES AND THE SOUTH LIMITS OF THE "POINT OF AMERICAS" PLAT; THENCE S87°35'51"E ALONG SAID SOUTH LIMITS OF THE "POINT OF AMERICAS" PLAT A DISTANCE OF 853 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE CONTINUING S87°35'51"E ALONG THE EASTERLY EXTENTION OF SAID SOUTH LIMITS OF THE "POINT OF AMERICAS" PLAT, AND INTO THE WATERS OF THE ATLANTIC OCEAN, A DISTANCE OF 358.86 FEET TO A POINT ON THE EAST LINE OF "PARCEL B" AS DESCRIBED IN THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND QUITCLAIM DEED NUMBER 21666 AND THE POINT OF BEGINNING, SAID POINT HAVING COORDINATES OF NORTHING 641,406.63 FEET AND EASTING 950,083.48 FEET NAD 83/11; THENCE N11°29'03"E A DISTANCE OF 605.31 FEET TO A POINT; THENCE N90°00'00"E A DISTANCE OF 422.70 FEET TO A POINT; THENCE S03°42'15"E A DISTANCE OF 1,001.54 FEET TO A POINT ON THE NORTH LIMIT OF THE PORT EVERGLADES ENTRANCE CHANNEL AS SHOWN ON THE U.S. ARMY CORPS OF ENGINEERS JACKSONVILLE DISTRICT DRAWING OF SURVEY NUMBER 14-142; THENCE S87°44'33"W ALONG THE NORTH LINE OF SAID PORT EVERGLADES ENTRANCE CHANNEL A DISTANCE OF 595.46 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL B; THENCE N01°43'18"W ALONG SAID EAST LINE OF SAID PARCEL B A DISTANCE OF 429.90' TO THE POINT OF BEGINNING.

CONTAINING 31.989 ACRES MORE OR LESS.

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 <p>MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS</p> <p>8745 US HIGHWAY #1 P.O. BOX 1420 WABASSO, FL 32870 PHONE: (772) 388-5354 FAX: (772) 388-3165 LB #4298</p> <p>1158 SW 1ST WAY DEERFIELD BEACH, FL 33441 PHONE: (954) 421-6882 FAX: (954) 421-0425</p>	<p>SUBMERGED LANDS EASEMENT PORT EVERGLADES SAND TRAP - FOR - OLSEN ASSOCIATES, INC.</p>			<p>COMMISSION NO. 5335.03</p>
	<p>DRAWN BY CAG</p>	<p>CHECKED BY JRM</p>	<p>FIELD BOOK PAGE NO.</p>	<p>DATE OF SURVEY 1/27/15</p>
			<p>SCALE</p>	
			<p>SHEET 3 of 4</p>	

SURVEY NOTES

1. THIS IS NOT A FIELD SURVEY.
2. GRID COORDINATES SHOWN ARE IN FEET, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NGS ADJUSTMENT OF 2011 (NAD 83/11).
3. GRID COORDINATES ARE BASED ON CONTROL MONUMENTS AS SHOWN IN THE CONTROL TABLE.
4. THE BASIS OF BEARINGS IS THE NORTH LINE OF THE SOUTH 1/2 OF GOVERNMENT LOT 7, HAVING A BEARING OF N88°14'55"E.
5. AERIAL IMAGERY WAS TAKEN IN 2011 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
6. AERIAL IMAGERY IS DISPLAYED HEREON FOR INFORMATION PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
7. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PROHIBITED WITHOUT WRITTEN CONSENT.

MONUMENT	NAD 83/90		SPCS 0901	NAVD 88	US SURVEY FEET	
	NORTHING	EASTING	EASTING	ELEVATION	AGENCY	STAMPING
S 314	639997.82	948468.71	948468.71	8.03	NGS	S 314 1970
19. 19	636321.90	947851.15	947851.15	17.35	FLHD	19. 19
19. 36	636225.38	947836.46	947836.46	17.82	FLHD	19. 65
USN NR-1	640345.96	948794.59	948794.59	-----	NGS	USN NORTH RANGE 1955 NO 1 1970
USN NR-2	640102.96	948321.06	948321.06	-----	NGS	USN NORTH RANGE 2 1981
G 311	643184.51	948570.74	948570.74	10.06	CGS	G 311 1970
258	639951.30	948551.35	948551.35	7.37	M&E	NO STAMPING
259	639951.09	948585.29	948585.29	7.65	M&E	NO STAMPING

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 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8745 US HIGHWAY #1 P.O. BOX 1420 WABASSO, FL 32970 PHONE: (772) 388-5364 FAX: (772) 388-3165 LB #4298	SUBMERGED LANDS EASEMENT PORT EVERGLADES SAND TRAP - FOR - OLSEN ASSOCIATES, INC.		COMMISSION NO. 5335.03
	DRAWN BY CAG	CHECKED BY JRM	FIELD BOOK PAGE NO.