

RESOLUTION NO.

1 A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
2 COUNTY, FLORIDA, ACCEPTING AN EASEMENT, RELATED TO THE PROVISION OF
3 WATER AND WASTEWATER SERVICES, OVER, ACROSS, UNDER, AND THROUGH
4 REAL PROPERTY LOCATED IN THE CITY OF DANIA BEACH, FLORIDA; AND
5 PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

6
7 WHEREAS, Liberty Property Limited Partnership, a Pennsylvania limited
8 partnership ("Grantor"), is the owner of certain property located in the City of Dania Beach,
9 Florida ("Property"), which Property is more particularly described in the legal description
10 and sketch made subject to the Easement Agreement, which is attached hereto and made
11 a part hereof as Attachment 1;

12 WHEREAS, Broward County, Florida ("County"), requested from Grantor a
13 nonexclusive and perpetual easement over, across, under, and through the Property for
14 water mains, wastewater force mains, reclaimed water mains, and/or any other water and
15 wastewater installations that may be required for purposes of providing water supply
16 service for domestic, commercial, industrial, or other uses and for the collection of
17 domestic, commercial, industrial, or other kinds of wastewater to and from the Property
18 and other parcels of real property that may or may not abut and be contiguous to the
19 Property ("Easement");

20 WHEREAS, Grantor is willing to grant such Easement to the County as provided
21 in the Easement Agreement; and

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

25 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
26 BROWARD COUNTY, FLORIDA:

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

29 Section 2. The Board hereby accepts the Easement as provided in the
30 Easement Agreement attached to this Resolution as Attachment 1.

31 Section 3. The Easement Agreement shall be properly recorded in the Official
32 Records of Broward County, Florida.

33 Section 4. Severability.

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

40 | Section 5. Effective Date.

41 | 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/ Stacey-Ann M. Rowe 01/03/2025
Stacey-Ann M. Rowe (date)
Senior Assistant County Attorney

By: /s/ Annika E. Ashton 01/03/2025
Annika E. Ashton (date)
Deputy County Attorney

Attachment 1

Return to:
Broward County Water and
Wastewater Services Engineering Division
2555 West Copans Road
Pompano Beach, Florida 33069

Prepared by:

Broward County Water and Wastewater Services
2555 West Copans Road
Pompano Beach, Florida 33069
and approved as to form by:
Stacey-Ann M. Rowe
Senior Assistant County Attorney

Folio Number: 5041 2516 0010

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is made this 23rd day of September, 2024 ("Effective Date"), by Liberty Property Limited Partnership, a Pennsylvania limited partnership ("Grantor") whose address is 1800 Wazee Street, Suite 500, Denver, CO 80202, in favor of Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. 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 the following property located in Broward County, Florida (the "Property"):

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

- B. Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply service for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the Property, which may or may not abut and being contiguous to the easement ("Easement").
- C. Grantor is willing to grant the Easement to Grantee under the terms herein.

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, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.
2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.
3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.
4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.
5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.
6. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
7. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

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

GRANTOR

Witness #1:

Sabrina Lasarte
Signature

Sabrina Lasarte
Print Name of Witness

Address: 8355 NW 12th Street
Doral, FL, 33126

Witness #2

[Signature]
Signature

Dominico Walker
Print Name of Witness

Address: 567 Stonemont Dr
Weston, FL 33326

Liberty Property Limited Partnership, a
Pennsylvania limited partnership
By: Liberty Property Trust, a Maryland Trust, its general
partner

By [Signature]
Signature

Paris Del Rio
Print Name

Vice President
Title

23 day of September, 2024

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF miami dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23 day of Sept., 2024 by Paris Del Rio, the Vice President, on behalf of Liberty Property Trust, general partner of Liberty Property Limited Partnership, a Pennsylvania General Partnership ☒ who is personally known to me or ☐ who has produced _____ as identification.

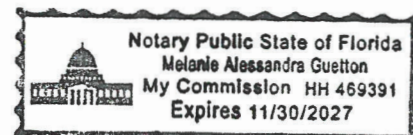
Notary Public:
Signature: [Signature]
Print Name: Melanie Guetton

State of Florida
My Commission Expires: 11/30/2027
Commission Number: HH469391

(Notary Seal)

Approved as to form by the
Office of the Broward County Attorney

By: Stacey-Ann M. Rowe Digitally signed by Stacey-Ann M. Rowe
Date: 2025.01.03 09:57:00 -05'00'
Stacey-Ann M. Rowe
Senior Assistant County Attorney



SKETCH & LEGAL DESCRIPTION
UTILITY EASEMENT
PORTION OF PARCEL 'A'
P.B. 121, PAGE 34, B.C.R.
DANIA BEACH, BROWARD COUNTY, FLORIDA

EXHIBIT A

LAND DESCRIPTION:

A Portion of Parcel A, of FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34, of the Public Records of Broward County, Florida. Being more particularly described as follows;

Commence at the most West Northwest corner of said Parcel 'A'; thence N88°34'16"E, along a North line of said Parcel 'A', a distance of 26.05 feet to the **POINT OF BEGINNING**; thence continue N88°34'16"E, along the said North line, 10.42 feet; thence S14°52'05"W, along a line 10 feet East and parallel to the East line of an existing 25 feet utility easement, as recorded in the Official Record Book 5814, Page 372, Broward County, Florida, a distance of 32.95 feet; thence N88°34'16"E, 16.64 feet to the west line of an existing Utility Easement, as recorded at Official Record Book 15102, Page 854, Broward County Records; thence S14°51'56"W, along said easement line, a distance of 20.83 feet; thence S88°34'16"W, 16.64 feet; thence S14°52'05"W, along a said 10 feet East and parallel line, a distance of 64.60 feet; thence S88°34'16"W, along a South line of said Parcel 'A', a distance of 10.42 feet; thence N14°52'05"E, along the East line of said existing utility easement, a distance of 118.39 feet to the **POINT OF BEGINNING**.

Said lands lying and situate in Broward County, Florida containing 1,517 square feet, more or less.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor. The property shown hereon is subject to agreements, covenants, easements
3. The land description shown hereon was prepared by the surveyor.
4. No underground improvements were located.
5. Bearings are based on the north line of north line of Parcel 'A', having a bearing of N88°34'16"E.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; O.R.B. = Official Record Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Legal Description & Sketch of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Legal Description & Sketch meets the Standards of Practice set forth in Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Date: 9/9/2024


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 AND 2**

REVISIONS

REVISE 9/09/2024



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **10704-5**

SCALE: -

DATE: 11/18/2022

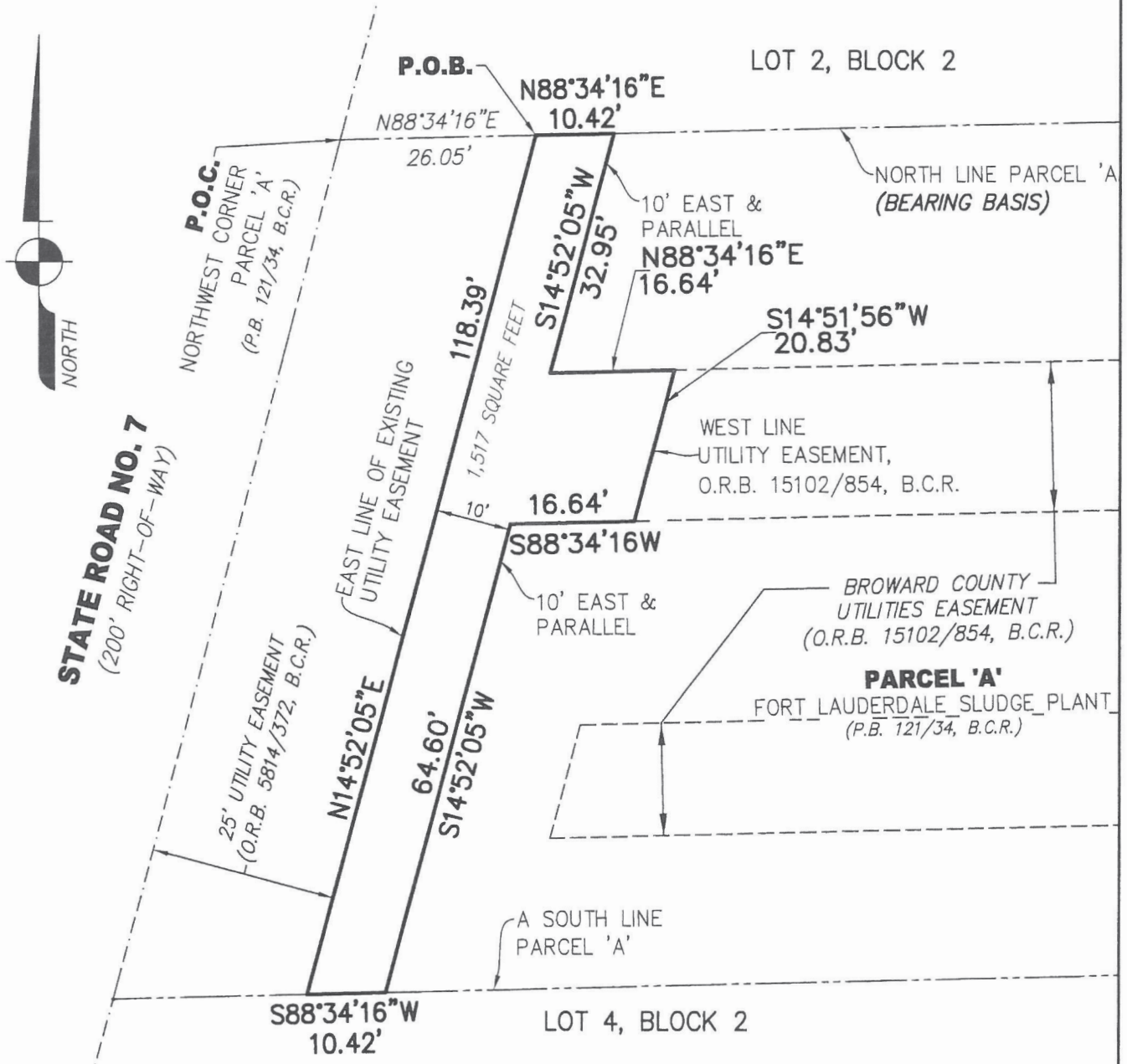
BY: W.R.E.

CHECKED: J.T.D.

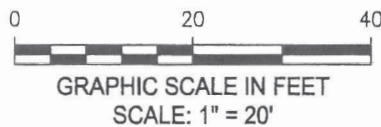
F.B. - PG. -

SHEET: **1 OF 2**

SKETCH & LEGAL DESCRIPTION
UTILITY EASEMENT
PORTION OF PARCEL 'A'
P.B. 121, PAGE 34, B.C.R.
DANIA BEACH, BROWARD COUNTY, FLORIDA



**NOT VALID WITHOUT
SHEETS 1 AND 2**



REVISIONS

REVISE 9/09/2024



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JOB #: 10704-5

SCALE: 1" = 20'

DATE: 11/18/2022

BY: W.R.E.

CHECKED: J.T.D.

F.B. - PG. -

SHEET: 2 OF 2

OPINION OF TITLE

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed easement covering the real property, hereinafter described, it is hereby certified that the following report, based on that certain *Title Search Property Information Report issued by Attorneys' Title Fund Service, LLC and identified as File No. 1569637*, reflects a comprehensive search of the Public Records affecting the above described property covering the period from the beginning to the 11th day of October, 2024, at the hour of 11:00 p.m. (collectively, "Title Evidence"), inclusive, of the following described property:

Legal Description of Property: *Attached as Exhibit "A" and incorporated by reference and made a part hereof*

Title is vested in the current owner pursuant to the following deed, attached hereto as Exhibit "B":

Warranty Deed from 4030 S State Road 7, LLC, a Delaware limited liability company to Liberty Property Limited Partnership, a Pennsylvania limited partnership, recorded October 4, 2018 in Instrument Number 115364547, Public Records of Broward County, Florida.

Basing my opinion on said Title Evidence, I am of the opinion that on the last mentioned dated, the fee simple title to the above-described real property was vested in:

**LIBERTY PROPERTY LIMITED PARTNERSHIP, A PENNSYLVANIA
LIMITED PARTNERSHIP**

Subject to the following:

1. **Mortgage(s) of Record:**
 - a. NONE
2. **List of Easements and Rights-of-Way lying within the plat boundaries:**
 - a. All matters contained on the Plat of Fort Lauderdale Sludge Plant, as recorded in Plat Book 121, Page 34, as affected by

Agreement for Amendment of Notation of Plat recorded in Instrument Number 116255009, Public Records of Broward County, Florida.

- b. Easement to Broward County, Florida recorded in O.R. Book 5814, Page 372, Public Records of Broward County, Florida.
- c. Easement, restrictions and covenants per Developer's Agreement between Fort Lauderdale, Florida and Broward County, Florida recorded in O.R. Book 14591, Page 521, Public Records of Broward County, Florida.
- d. Easement to Broward County contained in instrument recorded January 8, 1988, under O.R. Book 15102, Page 854, Public Records of Broward County, Florida.
- e. Easement to Florida Power & Light Company recorded February 14, 2012, under O.R. Book 48513, Page 512, Public Records of Broward County, Florida.
- f. Right of Way Agreement to Florida Power & Light Company recorded in O.R. Book 2202, Page 982, Public Records of Broward County, Florida.
- g. Reciprocal Cross Access Easement Agreement between Broward County and Liberty Property Limited Partnership, a Pennsylvania limited partnership recorded in Instrument Number 116071240, as assigned by Broward County to Wheelabrator in Instrument Number 116071241, Public Records of Broward County, Florida.
- h. Declaration of Restrictive Covenants recorded in Instrument Number 117428804, Public Records of Broward County, Florida.
- i. Easement to Florida Power and Light Company recorded in Instrument Number 118155346, Public Records of Broward County, Florida.

3. Other Documents:

- a. Notice of Commencement June 12, 2023, under Instrument Number 118914476, Public Records of Broward County, Florida.
- b. Ordinance No. 84-6(z) recorded in O.R. Book 11644, Page 897, Public Records of Broward County, Florida. (Ordinance rezoning property and Development Order)
- c. Ordinance No. 84-7(z) recorded in O.R. Book 11644, Page 916, Public Records of Broward County, Florida. (Ordinance rezoning property and Development Order)
- d. Ordinance No. 2005-53 recorded in O.R. Book 41179, Page 1696, Public Records of Broward County, Florida. (Amendment to Broward County Land Use Plan)
- e. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 116747894, Public Records of Broward County, Florida.

- f. Recorded Notice of Environmental Resource Permit recorded in Instrument Number 117032989, Public Records of Broward County, Florida.

4. General Exceptions:

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date of the Title Evidence.
- b. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
- c. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title Evidence that would be disclosed by an accurate and complete land survey of the land.
- d. Any lien or right to a lien for services, labor, material or equipment not shown by the Public Records.
- e. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to date of Title Evidence, and any adverse claim to all or part of the Land that is, at date of Title Evidence, or was previously under water.
- f. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at date of Title Evidence.
- g. Taxes and assessments for the year 2024, and all subsequent years, which are not yet due and payable.
- h. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

[REST OF PAGE INTENTIONALLY LEFT BLANK]

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar. Respectfully submitted this 17 day of October, 2024.


Annette Lopez, Esq.

Florida Bar No. 13703

EXHIBIT “A”

A portion of Parcel A, of FORT LAUDERDALE SLUDGE PLANT, according to the Plat thereof, as recorded in Plat Book 121, Page 34, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the most West Northwest corner of said Parcel 'A'; thence N 88°34'16" E, along a North line of said Parcel 'A', a distance of 26.05 feet to the POINT OF BEGINNING; thence continue N 88°34'16" E, along the said North line, 10.42 feet; thence S 14°52'05" W, along a line 10 feet East and parallel to the East line of an existing 25 feet utility easement, as recorded in the Official Record Book 5814, Page 372, Broward County, Florida, a distance of 32.95 feet; thence N 88°34'16" E, 16.64 feet to the west line of an existing Utility Easement, as recorded at Official Record Book 15102, Page 854, Broward County Records; thence S 14°51'56" W, along said easement line, a distance of 20.83 feet; thence S 88°34'16" W, 16.64 feet; thence S 14°52'05" W, along a said 10 feet East and parallel line, a distance of 64.60 feet; thence S 88°34'16" W, along a South line of said Parcel 'A', a distance of 10.42 feet; thence N 14°52'05" E, along the East line of said existing utility easement, a distance of 118.39 feet to the POINT OF BEGINNING.

Said lands lying and situate in Broward County, Florida

EXHIBIT “B”

First American Title Ins. Co.
National Commercial Services
4211 West Boy Scout Blvd, Suite 650
Tampa, FL 33607
NCS File No. 926268

② This Instrument prepared by:
Nicholas G. Milano, Esquire
Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301

Folio Nos.: 5041 25 16 0010 and 5041 25 16 0020

THIS INSTRUMENT REPRESENTS A CONVEYANCE BY GRANTOR AS AGENT FOR GRANTEE AS PRINCIPAL PURSUANT TO A REVERSE EXCHANGE MADE IN ACCORDANCE WITH SECTION 1031, I.R.C. THEREFORE, PURSUANT TO RULE 12B-4.014(5), F.A.C., THERE ARE NO STATE OF FLORIDA DOCUMENTARY STAMP TAXES DUE OR PAYABLE UNDER SECTION 201.02, F.S., IN CONNECTION WITH THIS TRANSFER.

DEED

THIS DEED is effective as of the 28th day of September, 2018, between **4030 S State Road 7, LLC, a Delaware limited liability company**, whose address is c/o Exchange Strategies Corporation, 900 E. Hamilton Avenue, Suite 100, Campbell, CA 95008 ("Grantor"), and **Liberty Property Limited Partnership, a Pennsylvania limited partnership**, whose address is 750 Park of Commerce Blvd., Suite 110, Boca Raton, FL 33487 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all of the real property located in the County of Broward, State of Florida, more particularly described as:

Parcel A and Parcel B, of FORT LAUDERDALE SLUDGE
PLANT, according to the Plat thereof, as recorded in Plat Book
121, Page 34, of the Public Records of Broward County, Florida.

(the "Property") together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, subject to the following:

SUBJECT TO:

1. Zoning and/or restrictions and prohibitions imposed by any governmental authority;
2. Matters appearing on the plat;
3. Easements, conditions, covenants and restrictions of record which are not re-imposed by this Deed, and

4. Such matters as reflected on Exhibit "B".

To have and to Hold, the same in fee simple forever.

Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land; that Grantor fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

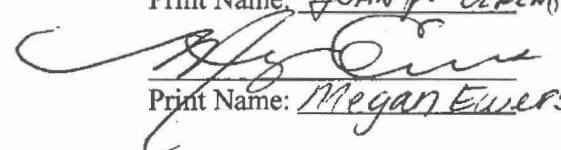
WITNESSES:

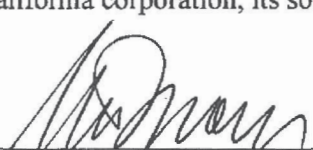
4030 S State Road 7, LLC, a Delaware
limited liability company

By: ExStra LLC, a Delaware limited
liability company, its sole Member

By: Exchange Strategies Corporation, a
California corporation, its sole Member


Print Name: JOHN P. CERENO


Print Name: Megan Ewers

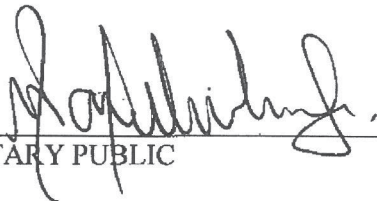
By: 
Stan Freeman, President

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

This 26th day of September, 2018, personally came before me, Stan Freeman, who being by me duly sworn, says that he is President of Exchange Strategies Corporation, sole Member of ExStra LLC, a Delaware limited liability company, the sole Member of 4030 S State Road 7, LLC, a Delaware limited liability company; and that said instrument was signed by him on behalf of said corporation, acting as sole Member of ExStra LLC, as sole Member of 4030 S State Road 7, LLC by authority duly given. And said Stan Freeman acknowledged the said instrument to be the act and deed of said corporation, acting as sole Member of ExStra LLC, as the sole Member of 4030 S. State Road 7, LLC and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires:

Oct/31/2018

[Notarial Seal]

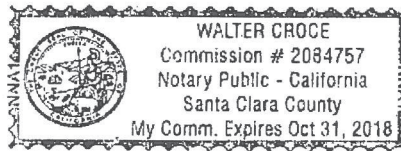


EXHIBIT "B"

PERMITTED EXCEPTIONS

1. The lien of the taxes for the year 2018, and all subsequent years, which are not yet due or payable.
2. Matters shown on plat of Fort Lauderdale Sludge Plant, recorded in Plat Book 121, Page 34.
3. Reservations by the Board of Commissioners of Everglades Drainage District contained in that certain Deed recorded Deed Book 466, Page 194; as affected by Release of Reservations No. 13834 recorded in Official Records Book 11790, Page 440 and Non Use Commitment No. 444 recorded in Official Records Book 11790, Page 443.
4. Right-of-Way Agreement by and between Powell Brothers, Inc., a Florida corporation, and Florida Power & Light Company, recorded in Official Records Book 2202, Page 982.
5. Easement granted to Broward County recorded in Official Records Book 5814, Page 372.
6. Developer's Agreement by and between Broward County and the City of Fort Lauderdale, recorded in Official Records Book 14591, Page 521.
7. Easement granted to Broward County recorded in Official Records Book 15102, Page 854.
8. Easement granted to Florida Power and Light Company recorded in Official Records Book 48513, Page 512.
9. That certain unrecorded Commercial Lease by and between Liberty Property Limited Partnership, a Pennsylvania limited partnership as Landlord and City of Fort Lauderdale, a municipal corporation of Florida, as Tenant dated May 23, 2018.
10. Reservation of an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same in accordance with Section 270.11(1), Florida Statutes in favor of the City of Fort Lauderdale, Florida by virtue of deed recorded in herein in the Public Records of Broward County, Florida, without right of entry.