

**Document Type: Current Submerged Land Lease
[CSL Coversheet]**

DM ID# _____

Instrument Desc.	RENEWAL		
Lease #	060024586		
Permit Application #	06-0126995-001, 06-0126995-008 & 06-0126995-010		
Document Date	5/3/2018		
Water Body	NEW RIVER		
Original County	BROWARD		
Section(s)	10 & 11		
Township(s)	50S		
Range(s)	42E		
Total Area	6.2704	Area Unit	(A) Acre(s)
Recording County	B:	P:	O
Recording County Instrument #			I
Lessee	CITY OF FORT LAUDERDALE		
Comments:			

Date prepped:
12/2/2019

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FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM

TO: TITLE & LAND RECORD FILE
FROM: KAREN McMILLAN, PLANNING MANAGER
SUBJECT: PAPERLESS INITIATIVE
DATE: 12/3/2019

All backup documentation may not have been included in the transmittal of this document or file. If any other information is needed, please contact the following people:

NAME:		BUREAU	
Tiana D. Brown		BPLA	
Cheryl McCall		BPLA	

This Instrument Prepared By:
Tiana D. Brown
Action No. 37099
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 LEASE RENEWAL

BOT FILE NO. 060024586

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Fort Lauderdale, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Sections 10 and 11, Township 50 South, Range 42 East, in New River, Broward County, Florida, containing 273,141 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 12, 2009.

TO HAVE THE USE OF the hereinabove described premises from January 1, 2018, the effective date of this lease renewal, through January 1, 2028, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 119-slip commercial docking facility to be used exclusively for mooring of recreational vessels and commercial tour vessels in conjunction with an upland performing arts center, marine facilities office, restaurants, and city parks, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 06-0126995-001, dated August 27, 2002, Permit No. 06-0126995-008, dated February 17, 2005, and Permit No. 06-0126995-010, dated August 4, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[01-01]

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$28,555.91, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B, and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee 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.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee 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 Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Fort Lauderdale, Florida
Attention: Bolivia Marine Facilities
2 South New River Drive, East
Fort Lauderdale, Florida 33301

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee 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 lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor 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 Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITIONS:

A. The Lessee shall develop and implement a Florida Fish and Wildlife Conservation Commission (FWC) approved marina educational program (which includes, at a minimum, permanent manatee educational signs, speed zone booklets, and manatee educational brochures) at the wet slip facility no later than 30 days prior to completion of construction of the docking facility. The Lessee must maintain this educational program during the term of this lease and all subsequent renewal terms. The Lessee will be responsible for the cost of the educational materials. The Lessee shall develop this educational program with the assistance of FWC. FWC shall approve this educational plan prior to its implementation. Marina educational program guidelines can be found at <http://myfwc.com/manatee/signs/Educationplan.pdf>, or can be obtained from FWC. Contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section at 620 South Meridian Street, 6A, Tallahassee, Florida 32399-1600 (Telephone 850-922-4330).

B. Mooring at the 23 floating dock slips identified as slip nos. 23-25, 40-42, and 103-119 on the table attached as Attachment C to this lease is temporary and transient in nature and is prohibited between the hours of midnight and 5:00 a.m. These floating dock slips shall be made available to the general public on a first come, first served basis each day.

C. Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

D. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

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

WITNESSES:

M. Sue Jones
Original Signature

M. Sue Jones
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

(SEAL)

BY: Cheryl C McCall
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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of May, 2018, 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 SUBJECT TO PROPER EXECUTION:

[Signature] 1/30/2018
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name KATHY C GRIFFIN
My Commission Expires: Notary Public - State of Florida
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Bonded through National Notary Assn.
Commission/Serial No. _____

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Jeanette A. Johnson
Jenette A. Johnson
Print Name

By [Signature]
DEAN J. TRANTALIS, Mayor

[Signature]
Katherine Skovrofsky
Print Name
(SEAL)

By [Signature]
LEE R. FELDMAN, City Manager

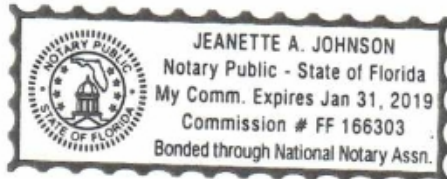
ATTEST: [Signature]
JEFFREY A. MODARELLI, City Clerk

Approved as to form:
ALAIN E. BOILEAU, Interim City Attorney

[Signature]
LYNN SOLOMON, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6th day of April, 2018, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.
(SEAL)



Jeanette A. Johnson
Signature: Notary Public, State of Florida
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

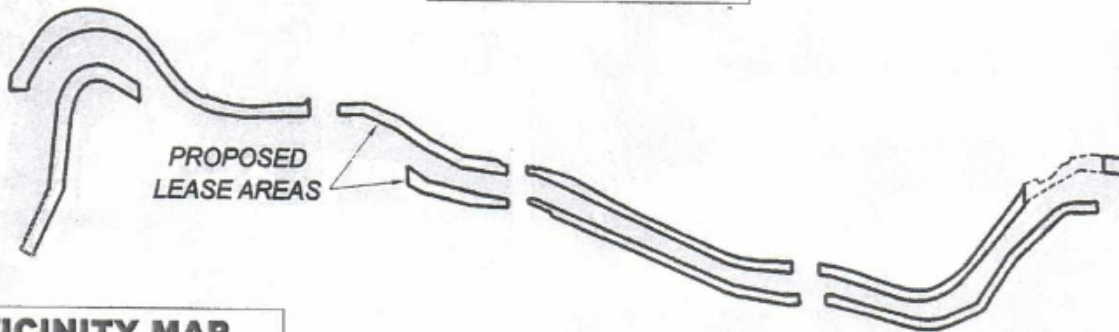
The foregoing instrument was acknowledged before me this 5th day of April, 2018, by LEE R. FELDMAN City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)
KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

[Signature]
Signature: Notary Public, State of Florida
KERRY ARTHURS
Name of Notary Typed, Printed or Stamped

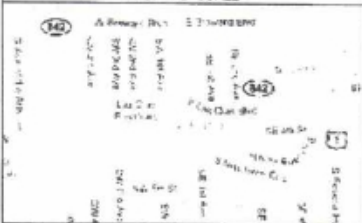
☒ Personally Known

AERIAL MAP



VICINITY MAP

NOT TO SCALE



ABBREVIATIONS

PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POB	POINT OF BEGINNING
PT	POINT OF TANGENCY
P.O.C.	POINT OF COMMENCEMENT

SURVEY NOTES:

1. THIS SPECIFIC PURPOSE SURVEY (FIELD SURVEY) WAS PREPARED FROM FEBRUARY 4-10, 2009.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE GRID REFERENCED TO THE NORTH AMERICAN DATUM, 83/90 ADJUSTMENT (NAD83/90), RELATIVE TO THE FLORIDA STATE PLANE COORDINATES SYSTEM FLORIDA, EAST ZONE, 0901. THE REFERENCE BEARING OF N 81°09'58" E, BETWEEN NATIONAL GEODETIC SURVEY (NGS) CONTROL STATIONS "HALL RESET" (AE8197) AND FT. LAUDERDALE S BELL MICROWAVE (AD7098).
5. THE LAND DESCRIPTION HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS SKETCH IS NOT A BOUNDARY SURVEY AS SUCH. STRUCTURES WERE LOCATED WATERWARD OF THE APPROXIMATE MEAN HIGH WATER LINE (BULKHEAD LINE) AS SHOWN HEREON, AS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. UPLAND OR LANDWARD FEATURES SHOWN HEREON, INCLUDING THE AERIAL IMAGE ARE SHOWN FOR GRAPHICAL PURPOSES ONLY. THE AERIAL IMAGE WAS OBTAINED FROM BROWARD COUNTY AND IS DATED 2007.
7. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO DESCRIBE THAT PORTION OF THE WATERWAY BEING CONSIDERED FOR A SOVEREIGN SUBMERGED LAND LEASE AREA.
8. MEAN HIGH WATER LINE REFERED TO IN THIS SURVEY IS THE WET FACE OF THE BULKHEAD LINE AS LOCATED FROM FIELD MEASUREMENTS.
9. THE PORTION OF THE NEW RIVER DEPICTED HEREON DOES NOT HAVE A MARKED OR DEFINED CHANNEL.
10. THIS SURVEY WAS NOT CONDUCTED TO LOCATE EXISTING OVERHEAD OR SUBAQUEOUS UTILITY CROSSINGS THAT EXIST WITHIN THIS SURVEY FOOTPRINT. UTILITIES SHOULD BE FIELD LOCATED PRIOR TO ANY CONSTRUCTION OR DREDGING ACTIVITY.
11. THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER
SPECIFIC PURPOSE SURVEY

COVER

SKETCH AND DESCRIPTION
BROWARD COUNTY, FLORIDA



SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
J3 Executive Centre
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date: 12-18-08
Drawn by: D.J.M.
Checked by: K.C.J.
Scale: 1" = 600'

Sheet:
1 of 18
CADD ID: 1257SSLL-SH01

LEGAL DESCRIPTIONS

PARCEL N-I

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 45°46'17" W, A DISTANCE OF 2,523.89 FEET, TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE WESTERLY BOUNDARY OF THE NEW RIVER) AND THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST LAS OLAS BOULEVARD AND THE NORTH LINE OF BLOCK 32, ACCORDING TO PLAT BOOK 3, PAGE 78, AS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE, N 07°17'11" E, A DISTANCE OF 27.58 FEET; THENCE N 03°25'46" E, A DISTANCE OF 24.96 FEET; THENCE N 34°04'21" E, A DISTANCE OF 67.13 FEET; THENCE N 32°38'16" E, A DISTANCE OF 45.44 FEET; THENCE N 33°13'58" E, A DISTANCE OF 63.38 FEET; THENCE N 50°58'04" W, A DISTANCE OF 0.93 FEET, TO A POINT ON A CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A CHORD BEARING OF N 51°26'35" E, A RADIUS OF 209.49 FEET AND A CENTRAL ANGLE OF 24°49'04", A DISTANCE OF 90.78 FEET; THENCE N 63°49'22" E, A DISTANCE OF 11.93 FEET; THENCE N 71°00'10" E, A DISTANCE OF 12.63 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 12°29'48", A DISTANCE OF 43.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 301.93 FEET AND A CENTRAL ANGLE OF 29°59'29", A DISTANCE OF 158.07 FEET TO A POINT; THENCE S 18°32'36" E, A DISTANCE OF 2.01 FEET; THENCE S 64°17'13" E, A DISTANCE OF 34.38 FEET; THENCE S 52°39'55" E, A DISTANCE OF 18.59 FEET; THENCE S 57°00'14" E, A DISTANCE OF 14.25 FEET; THENCE S 45°46'36" E, A DISTANCE OF 27.03 FEET; THENCE S 35°16'49" E, A DISTANCE OF 26.71 FEET; THENCE S 46°20'52" E, A DISTANCE OF 27.42 FEET; THENCE S 36°41'27" E, A DISTANCE OF 44.77 FEET; THENCE S 33°51'08" E, A DISTANCE OF 38.31 FEET; THENCE S 40°40'46" E, A DISTANCE OF 52.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 24°58'12" FOR A DISTANCE OF 109.20 FEET TO A POINT; THENCE N 29°47'51" E, A DISTANCE OF 10.71 FEET; THENCE S 50°27'05" E, A DISTANCE OF 11.16 FEET; THENCE S 72°08'21" E, A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS 371.59 FEET AND A CENTRAL ANGLE OF 24°53'04" FOR A DISTANCE OF 101.26 FEET TO A POINT OF TANGENCY; THENCE N 82°56'18" E, A DISTANCE OF 10.00 FEET; THENCE N 86°22'28" E, A DISTANCE OF 67.50 FEET; THENCE S 89°44'48" E, A DISTANCE OF 40.25 FEET; THENCE N 81°02'13" E, A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 70°00'00" FOR A DISTANCE OF 24.43 FEET TO A POINT; THENCE N 84°43'52" E, A DISTANCE OF 7.43 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S 02°08'01" E DEPARTING FROM SAID MEAN HIGH WATER LINE AND RUNNING ALONG SAID RAILWAY A DISTANCE OF 57.07 FEET; THENCE S 88°00'00" W A DISTANCE OF 218.43 FEET; THENCE N 82°30'30" W, A DISTANCE OF 75.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:



SEA DIVERSIFIED, INC.
Surveying and Engineering Applications

J3 Executive Centre
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date:	12-18-08
Drawn by:	D.J.M.
Checked by:	K.C.J.
Scale:	1" = 60'

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Attachment A

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CAM 26-0521

Exhibit 2

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FEET AND A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 235.62 FEET, TO A POINT OF TANGENCY; THENCE N 37°30'00" W, A DISTANCE OF 100.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 112°30'00", A DISTANCE OF 441.79 FEET TO A POINT OF TANGENCY; THENCE S 30°00'00" W, A DISTANCE OF 80.00 FEET; THENCE S 05°00'00" W, A DISTANCE OF 25.53 FEET; THENCE S 88°00'00" W, A DISTANCE OF 62.95, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 63,005.97 SQUARE FEET OR 1.4464 ACRES, MORE OR LESS.

PARCEL N-2

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 20°43'31" W A DISTANCE OF 1,918.95 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF EXISTING BULKHEAD AND THE NORTHERLY BOUNDARY OF THE NEW RIVER) AND THE EASTERLY RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY, ACCORDING TO THE BRICKELL REDEVELOPMENT PLAT, RECORDED IN PLAT BOOK 147, PAGE 27, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE, N 87°56'46" E, A DISTANCE OF 97.59 FEET; THENCE S 67°08'40" E, A DISTANCE OF 121.17 FEET; THENCE S 55°50'16" E, A DISTANCE OF 127.78 FEET; THENCE S 63°42'59" E, A DISTANCE OF 123.78 FEET; THENCE S 83°05'45" E, A DISTANCE OF 119.55 FEET; THENCE S 52°02'09" E, A DISTANCE OF 26.88 FEET; THENCE N 87° 33'04" E A DISTANCE OF 9.95 FEET, MORE OR LESS TO INTERSECT THE WESTERN RIGHT OF WAY LINE OF S. ANDREWS AVENUE, AS NOW LAID OUT 70 FEET WIDE; THENCE S 02°09'42" E DEPARTING FROM SAID MEAN HIGH WATER LINE AND RUNNING ALONG SAID WESTERN RIGHT OF WAY LINE OF S. ANDREWS AVENUE A DISTANCE OF 32.23 FEET; THENCE N 81° 20'16" W A DISTANCE OF 165.06 FEET; THENCE N 63°50'16" W, A DISTANCE OF 132.55 FEET; THENCE N 56°00'00" W, A DISTANCE OF 122.12 FEET; THENCE N 67°00'00" W, A DISTANCE OF 120.00 FEET; THENCE S 88°00'00" W, A DISTANCE OF 81.57 FEET TO THE SAID EASTERN RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY; THENCE N 02° 08' 01" W ALONG SAID RIGHT OF WAY LINE 37.17 FEET , MORE OR LESS TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 24,545.89 SQUARE FEET OR 0.5635 ACRES, MORE OR LESS.

PARCEL N-3

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CITY OF FORT LAUDERDALE RIVERWALK ON THE NEW RIVER	Revisions: 	 SEA DIVERSIFIED, INC. Surveying and Engineering Applications J3 Executive Centre 1200 NW 17th Avenue, Suite 3 Delray Beach, Florida 33446		
SKETCH AND DESCRIPTION				
BROWARD COUNTY, FLORIDA	Date: 12-18-08 Drawn by: D.J.M. Checked by: K.C.J. Scale: 1" = 60'	Sheet: 13 of 18 CADD ID: 1257SSLL-SH013		

Attachment A

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Exhibit 2

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COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 00°57'39" W A DISTANCE OF 1,996.40 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE NORTHERLY BOUNDARY OF THE NEW RIVER) AND THE EASTERLY RIGHT OF WAY LINE OF S. ANDREWS AVENUE, AS NOW LAID OUT 70 FEET WIDE; THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE S 52°25'33" E A DISTANCE OF 14.99 FEET; THENCE N 35°12'39" E, A DISTANCE OF 9.68 FEET; THENCE S 52°11'01" E, A DISTANCE OF 19.08 FEET; N 36°53'30" E, A DISTANCE OF 8.41 FEET; THENCE S 74°10'29" E, A DISTANCE OF 79.62 FEET; THENCE S 70°01'00" E, A DISTANCE OF 41.49 FEET; THENCE S 61°34'48" E, A DISTANCE OF 75.00 FEET; THENCE S 63°11'02" E, A DISTANCE OF 41.34 FEET; THENCE S 63°02'29" E, A DISTANCE OF 48.76 FEET; THENCE S 64°07'33" E, A DISTANCE OF 110.28 FEET; THENCE S 65°58'28" E, A DISTANCE OF 111.84 FEET; THENCE S 66°55'32" E, A DISTANCE OF 188.57 FEET; THENCE S 71°36'07" E, A DISTANCE OF 14.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE, ALONG THE ARC OF SAID, HAVING A RADIUS OF 426.38 FEET AND A CENTRAL ANGLE OF 17°30'00", A DISTANCE OF 130.23 FEET TO A POINT OF TANGENCY; THENCE S 89°06'07" E, A DISTANCE OF 90.37 FEET, MORE OR LESS TO INTERSECT THE SOUTHERLY EXTENSION OF THE WESTERN RIGHT OF WAY LINE OF SE 3rd AVENUE, ACCORDING TO THE PLAT OF NEW RIVER CENTER AS RECORDED IN PLAT BOOK 151, PAGE 15 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE S 02°07'34" E DEPARTING FROM SAID MEAN HIGH WATER LINE OF THE NEW RIVER AND RUNNING ALONG SAID SOUTHERN EXTENSION OF THE WESTERN RIGHT OF WAY OF SE 3rd AVENUE A DISTANCE OF 37.16 FEET; THENCE N 86°00'00" W, A DISTANCE OF 113.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 20°00'00", A DISTANCE OF 157.08 FEET TO A POINT OF TANGENCY; THENCE N 66°00'00" W, A DISTANCE OF 675.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 24.98 FEET TO INTERSECT SAID EASTERN RIGHT OF WAY LINE OF S. ANDREWS AVENUE; THENCE N 02°09'42" W ALONG SAID EASTERN RIGHT OF WAY 30.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 30,318.10 SQUARE FEET OR 0.6960 ACRES, MORE OR LESS.

PARCEL N-4

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S22°35'24" E A DISTANCE OF 2,508.53 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE NORTHERLY BOUNDARY OF THE NEW RIVER) AND THE SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF SE 3rd AVENUE, AS NOW WIDENED; THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTH, WITH A CHORD BEARING S 78°26'25" E, THE ARC OF SAID CURVE, HAVING A RADIUS OF 833.34 FEET AND A CENTRAL ANGLE OF 08°51'40", A DISTANCE OF 128.88 FEET TO A POINT OF TANGENCY; THENCE S 74°00'35" E, A DISTANCE OF 10.00 FEET; THENCE S 71°30'35" E, A DISTANCE OF

CITY OF FORT LAUDERDALE RIVERWALK ON THE NEW RIVER	Revisions:		SEA DIVERSIFIED, INC. Surveying and Engineering Applications
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	Drawn by: D.J.M.		14 of 18
Checked by: K.C.J.	CADD ID: 1257SSLL-SH014		
BROWARD COUNTY, FLORIDA		Scale: 1" = 60'	

20.00 FEET; THENCE S 70°30'35" E, A DISTANCE OF 50.00 FEET; THENCE S 71°30'35" E, A DISTANCE OF 50.00; THENCE S 72°55'38" E, A DISTANCE OF 30.00 FEET; THENCE S 75°02'01" E, A DISTANCE OF 10.00 FEET; THENCE S 78°55'38" E, A DISTANCE OF 25.95 FEET; THENCE S 84°19'06" E, A DISTANCE OF 19.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 23°30'33", A DISTANCE OF 51.29 FEET, TO A POINT OF TANGENCY; THENCE N 72°10'21" E, A DISTANCE OF 10.00 FEET; THENCE N 69°40'21" E, A DISTANCE OF 5.00 FEET; THENCE N 64°40'21" E, A DISTANCE OF 15.00 FEET; THENCE N 59°40'21" E, A DISTANCE OF 15.00 FEET; THENCE N 55°43'35" E, A DISTANCE OF 30.00 FEET; THENCE N 52°46'27" E, A DISTANCE OF 24.40 FEET; THENCE N 48°20'15" E, A DISTANCE OF 21.80 FEET; THENCE N 43°35'06" E, A DISTANCE OF 5.16 FEET; THENCE N 43°39'18" E, A DISTANCE OF 24.98 FEET; THENCE N 38°26'19" E, A DISTANCE OF 28.00 FEET; THENCE N 37°09'27" E, A DISTANCE OF 271.21 FEET; THENCE N 33°56'22" E, A DISTANCE OF 2.56 FEET TO A POINT OF TANGENCY OF A CURVE CONCAVE TO THE NORTHWEST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 102.81 FEET AND A CENTRAL ANGLE OF 17°30'00", A DISTANCE OF 31.40 FEET TO A POINT; THENCE S 01°57'04" E DEPARTING FROM SAID MEAN HIGH WATER LINE A DISTANCE OF 70.12 FEET; THENCE S 39°00'00" W, A DISTANCE OF 225.00 FEET; THENCE S 42°00'00" W, A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 65°00'00", A DISTANCE OF 232.57 FEET TO A POINT OF TANGENCY; THENCE N 73°00'00" W, A DISTANCE OF 240.00 FEET; THENCE N 86°00'00" W, A DISTANCE OF 45.43 FEET MORE OR LESS TO A POINT ON SAID SOUTHERLY EXTENSION OF THE EASTERLY RIGHT OF WAY LINE OF SE 3rd AVENUE, AS NOW WIDENED; THENCE N 02°08'57" W ALONG SAID LINE 37.36 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 28,952.01 SQUARE FEET OR 0.6646 ACRES, MORE OR LESS.

PARCEL N-5

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=851570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 44°52'08" E A DISTANCE OF 2,741.15 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE NORTHERLY BOUNDARY OF THE NEW RIVER) AND THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF FEDERAL HIGHWAY (US 1); THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE S 86°37'27" E A DISTANCE OF 22.53 FEET; THENCE S 83°56'21" E A DISTANCE OF 45.19 FEET; THENCE S 06°03'39" W DEPARTING FROM SAID MEAN HIGH WATER LINE A DISTANCE OF 5.12 FEET; THENCE S 01°29'34" E A DISTANCE OF 47.84 FEET; THENCE N 85°00'00" W A DISTANCE OF 67.00 FEET, MORE OR LESS, TO A POINT ON THE SAID SOUTHERLY EXTENSION OF FEDERAL HIGHWAY (US 1); THENCE N 01°29'34" W ALONG SAID LINE 53.20 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 3,559.99 SQUARE FEET OR 0.0817 ACRES, MORE OR LESS.

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:



SEA DIVERSIFIED, INC.
Surveying and Engineering Applications

J3 Executive Centre
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date:	12-18-08
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Scale:	1" = 60'

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PARCEL S-6

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT; THENCE S 36°42'46" W, A DISTANCE OF 2,892.31 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE NORTHERLY BOUNDARY OF THE NEW RIVER) AND THE NORTHEASTERLY RIGHT OF WAY OF SW 4th AVENUE; THENCE ALONG SAID MEAN HIGH WATER LINE AND BULKHEAD LINE N 24°51'59" E, A DISTANCE OF 43.08 FEET; THENCE N25°35'29" E, A DISTANCE OF 204.34 FEET; THENCE N 05°36'31" E, A DISTANCE OF 254.54 FEET; THENCE N 14°02'24" E, A DISTANCE OF 37.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.42 FEET AND A CENTRAL ANGLE OF 29°48'52", A DISTANCE OF 68.88 FEET TO A POINT OF TANGENCY; THENCE N 43°51'16" E, A DISTANCE OF 9.01 FEET; THENCE N 57°04'19" E, A DISTANCE OF 5.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 51°05'14", A DISTANCE OF 62.41 FEET TO A POINT OF TANGENCY; THENCE S 71°50'27" E, A DISTANCE OF 10.00 FEET; THENCE S 65°44'36" E, A DISTANCE OF 26.05 FEET; THENCE S61°56'08" E, A DISTANCE OF 31.04 FEET; THENCE S60°12'17" E, A DISTANCE OF 71.55 FEET; THENCE N 02°08'01" W, DEPARTING FROM SAID MEAN HIGH WATER LINE A DISTANCE OF 56.16 FEET; THENCE N 58°09'13" W, A DISTANCE OF 90.05 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 97°24'06", A DISTANCE OF 212.50 FEET TO A POINT OF TANGENCY; THENCE S 24°26'41" W, A DISTANCE OF 56.01 FEET; THENCE S 05°36'31" W, A DISTANCE OF 297.52 FEET; THENCE S 24°51'59" W, A DISTANCE OF 225.68 FEET, MORE OR LESS, TO A POINT ON THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF SW 4th AVENUE; THENCE S 57°06'51" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 45.44 FEET TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 42,786.66 SQUARE FEET OR 0.9822 ACRES, MORE OR LESS.

PARCEL S-7

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 12°00'44" W, A DISTANCE OF 2,114.44 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE SOUTHERLY BOUNDARY OF THE NEW RIVER) AND THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF SW 1st AVENUE ALSO BEING THE EAST LINE OF BLOCK 40, KING SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 100 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S 64°05'36" E, ALONG SAID MEAN HIGH WATER LINE OF THE

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

**SKETCH AND
DESCRIPTION**

BROWARD COUNTY, FLORIDA

Revisions:



SEA DIVERSIFIED, INC.
Surveying and Engineering Applications

J3 Executive Centre
1200 NW 17th Avenue, Suite 3
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Date:	12-18-08
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Scale:	1" = 60'

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NEW RIVER, A DISTANCE OF 51.53 FEET; THENCE S 76°19'35" E, A DISTANCE OF 173.46 FEET; THENCE S 87°00'48" E, A DISTANCE OF 127.19 FEET, MORE OR LESS TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE WESTERN RIGH-OF-WAY LINE OF S. ANDREWS AVENUE; THENCE N 02°09'42" W ALONG SAID RIGHT-OF WAY LINE DEPARTING FROM SAID MEAN HIGH WATER LINE A DISTANCE OF 27.46 FEET; THENCE N 81°00'05" W, A DISTANCE OF 100.20 FEET; THENCE N 76°00'05 W, A DISTANCE OF 180.00 FEET; THENCE N 53°30'05" W, A DISTANCE OF 86.84 FEET; THENCE S 02°09'42" E, A DISTANCE OF 68.22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 14,701.36 SQUARE FEET OR 0.3375 ACRES, MORE OR LESS.

PARCEL S-8

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCES 00°46'32" W A DISTANCE OF 2,122.23 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER WET FACE OF THE EXISTING BULKHEAD AND THE SOUTHERLY BOUNDARY OF THE NEW RIVER) AND THE EASTERLY RIGHT-OF-WAY LINE OF S. ANDREWS AVENUE; THENCE S 67°44'18" E, ALONG SAID MEAN HIGH WATER LINE OF THE NEW RIVER, A DISTANCE OF 81.26 FEET; THENCE S 22°55'17" E A DISTANCE OF 14.39 FEET; THENCE S 67°23'08" E, A DISTANCE OF 184.52 FEET; THENCE S 59°20'43" E, A DISTANCE OF 3.12 FEET; THENCE N 29°20'49" E, A DISTANCE OF 1.45 FEET; THENCE S 67°22'30" E, A DISTANCE OF 205.13 FEET; THENCE S 67°16'27" E, A DISTANCE OF 154.38 FEET; THENCE S 66°22'35" E, A DISTANCE OF 86.80 FEET; THENCE S 72°44'29" E, A DISTANCE OF 51.76 FEET; THENCE S 81°28'26" E, A DISTANCE OF 178.41 FEET; THENCE N 88°06'19" E, A DISTANCE OF 35.73, MORE OR LESS FEET TO THE INTERSECTION OF SAID MEAN HIGH WATER LINE AND THE NORTHERLY EXTENSION OF WESTERN RIGHT-OF-WAY LINE OF SE 3rd AVENUE; THENCE N 02°08'57" W, ALONG SAID RIGHT-OF WAY LINE DEPARTING SAID MEAN HIGH WATER LINE A DISTANCE OF 30.96 FEET; THENCE N 90°00'00" W, A DISTANCE OF 55.54 FEET; THENCE N 80°00'00" W, A DISTANCE OF 170.00 FEET; THENCE N 67°30'00" W, A DISTANCE OF 740.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 20.12 FEET, MORE OR LESS, TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF S. ANDREWS AVENUE; THENCE S 02°09'42" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 29,375.0 SQUARE FEET OR 0.6744 ACRES, MORE OR LESS.

PARCEL S-9

A PORTION OF SUBMERGED LAND LYING WITHIN SECTIONS 10 AND 11, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CITY OF FORT LAUDERDALE RIVERWALK ON THE NEW RIVER SKETCH AND DESCRIPTION BROWARD COUNTY, FLORIDA	Revisions:	SEA DIVERSIFIED, INC. Surveying and Engineering Applications  J3 Executive Centre 1200 NW 17th Avenue, Suite 3 Delray Beach, Florida 33445							
		<table border="1"> <tr> <td>Date:</td> <td>12-18-08</td> </tr> <tr> <td>Drawn by:</td> <td>D.J.M.</td> </tr> <tr> <td>Checked by:</td> <td>K.C.J.</td> </tr> <tr> <td>Scale:</td> <td>1" = 60'</td> </tr> </table>	Date:	12-18-08	Drawn by:	D.J.M.	Checked by:	K.C.J.	Scale:
Date:	12-18-08								
Drawn by:	D.J.M.								
Checked by:	K.C.J.								
Scale:	1" = 60'								

COMMENCING AT THE NATIONAL GEODETIC SURVEY CONTROL STATION "HALL RESET" (POINT IDENTIFICATION "AE8197"), HAVING FOR ITS COORDINATES IN FEET X= 937316.95 AND Y=651570.19, IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901), REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, THENCE S 21°58'11" E, A DISTANCE OF 2,642.33 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE NEW RIVER (WET FACE OF THE EXISTING BULKHEAD AND THE SOUTHERLY BOUNDARY OF THE NEW RIVER) AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF SE 3rd AVENUE; THENCE S 81°32'56" E, ALONG SAID MEAN HIGH WATER LINE OF THE NEW RIVER, A DISTANCE OF 26.21 FEET; THENCE S 75°31'51" E, A DISTANCE OF 100.48 FEET; THENCE S 76°49'16" E, A DISTANCE OF 26.51 FEET; THENCE S 74°24'31" E, A DISTANCE OF 140.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 230.84 FEET AND A CENTRAL ANGLE OF 41°00'00", A DISTANCE OF 165.19 FEET, TO A POINT OF TANGENCY; THENCE N 64°35'29" E, A DISTANCE OF 47.12 FEET; THENCE N 66°06'55" E, A DISTANCE OF 30.78 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 35°00'00", A DISTANCE OF 45.81 FEET, TO A POINT OF TANGENCY; THENCE N 31°06'55" E, A DISTANCE OF 37.67 FEET; THENCE N 33°37'31" E, A DISTANCE OF 114.80 FEET; THENCE N 39°36'35" E, A DISTANCE OF 17.00 FEET; THENCE N 37°37'01" E, A DISTANCE OF 17.64 FEET; N 39°36'35" E, A DISTANCE OF 17.00 FEET; THENCE N 45°44'24" E, A DISTANCE OF 196.82 FEET; THENCE N 47°40'05" E, A DISTANCE OF 10.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 58.45 FEET AND A CENTRAL ANGLE OF 39°40'30", A DISTANCE OF 40.48 FEET TO A POINT; THENCE S 05°34'50" E, A DISTANCE OF 1.97 FEET; THENCE N 88°09'26" E, A DISTANCE OF 61.66 FEET; THENCE N 89°39'03" E, A DISTANCE OF 24.26 FEET MORE OR LESS, TO A POINT AT THE INTERSECTION OF THE SOUTHERLY MEAN HIGH WATER LINE OF THE NEW RIVER AND THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF FEDERAL HIGHWAY (US 1); THENCE N 01°29'34" W, DEPARTING FORM SAID MEAN HIGH WATER LINE, A DISTANCE OF 35.46 FEET; THENCE S 88°30'00" W, A DISTANCE OF 70.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 42°30'00", A DISTANCE OF 92.72 FEET TO A POINT OF TANGENCY; THENCE S 46°00'00" W, A DISTANCE OF 200.00 FEET; THENCE S 33°30'00" W, A DISTANCE OF 200.00 FEET; THENCE S 65°00'00" W, A DISTANCE OF 100.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 40°00'00", A DISTANCE OF 129.15 FEET TO A POINT OF TANGENCY; THENCE N 75°00'00" W, A DISTANCE OF 280.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 29.53 FEET TO A POINT ON SAID NORTHERLY EXTENTION LINE OF THE EAST RIGHT-OF WAY LINE OF SE 3rd AVENUE; THENCE S 02°09'34" E, ALONG SAID LINE A DISTANCE OF 30.09 FEET TO THE POINT OF BEGINNING.

SAID SUBMERGED LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 35,895.69 SQUARE FEET OR 0.8241 ACRES, MORE OR LESS.

THE TOTAL AREA OF THE ABOVE DESCRIBED NINE (9) PARCELS IS 273,140.67 SQUARE FEET OR 6.2704 ACRES, MORE OR LESS.

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:



SEA DIVERSIFIED, INC.
Surveying and Engineering Applications

J3 Executive Centre
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date: 12-18-08

Drawn by: D.J.M.

Checked by: K.C.J.

Scale: 1" = 60'

Sheet:

18 of 18

CADD ID: 1257SSLL-SH018

Attachment A

Page 16 of 31 Pages

SSLL No. 060024586

CAM 26-0521

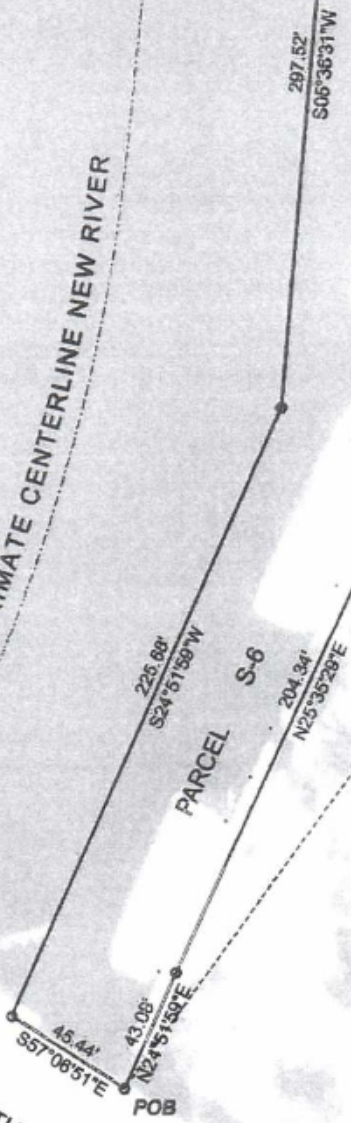
Exhibit 2

Page 18 of 33



APPROXIMATE CENTERLINE NEW RIVER

SW 4TH AVENUE



297.52'
S06°36'31"W

254.54'
N05°36'31"E

SW 5TH AVENUE

SAILBOAT BEND
PLAT BOOK 21 PAGE 9
BROWARD COUNTY RECORDS

P.O.C.
HALL RESET
X 937316.95
Y 651570.19

CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

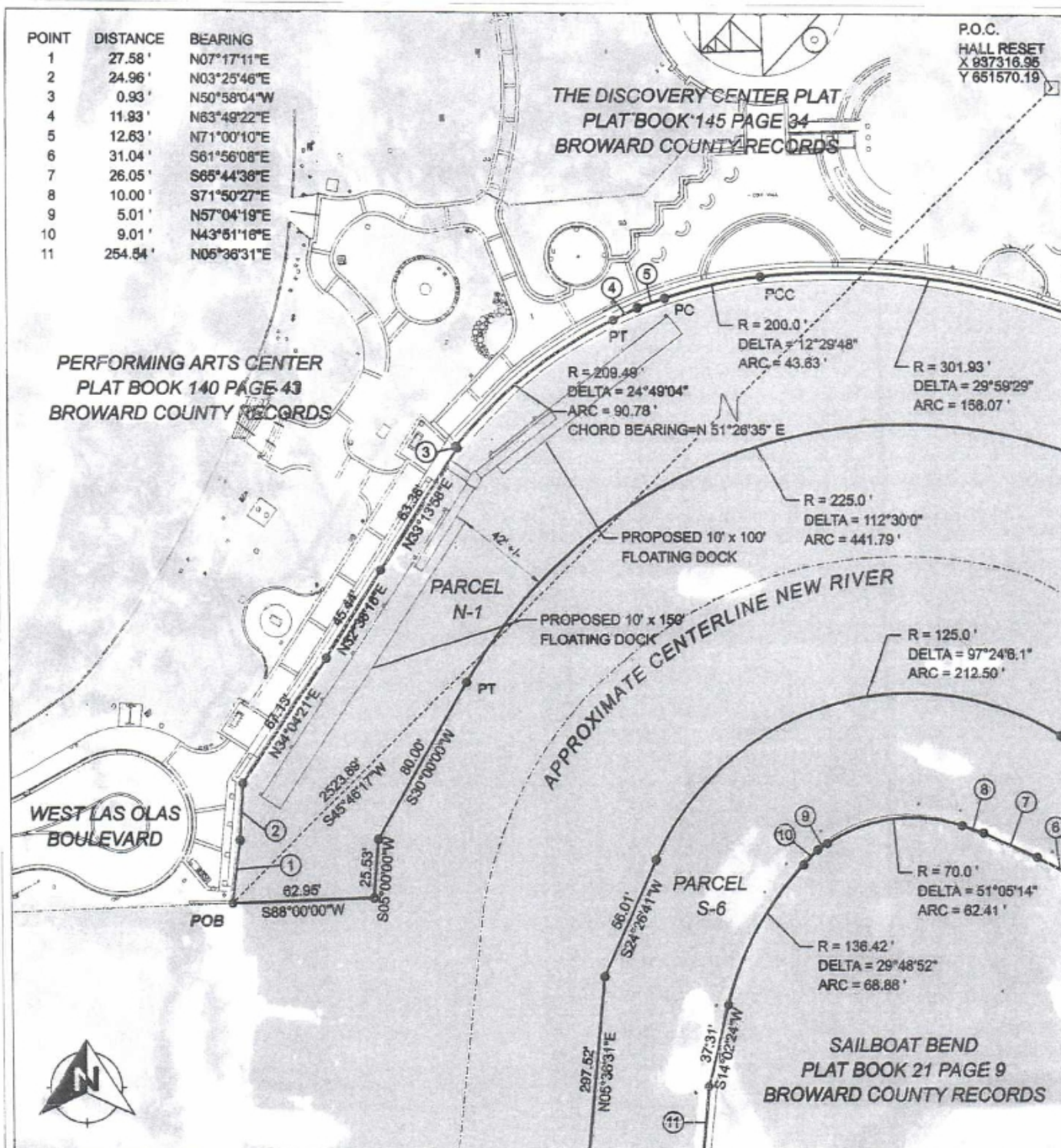
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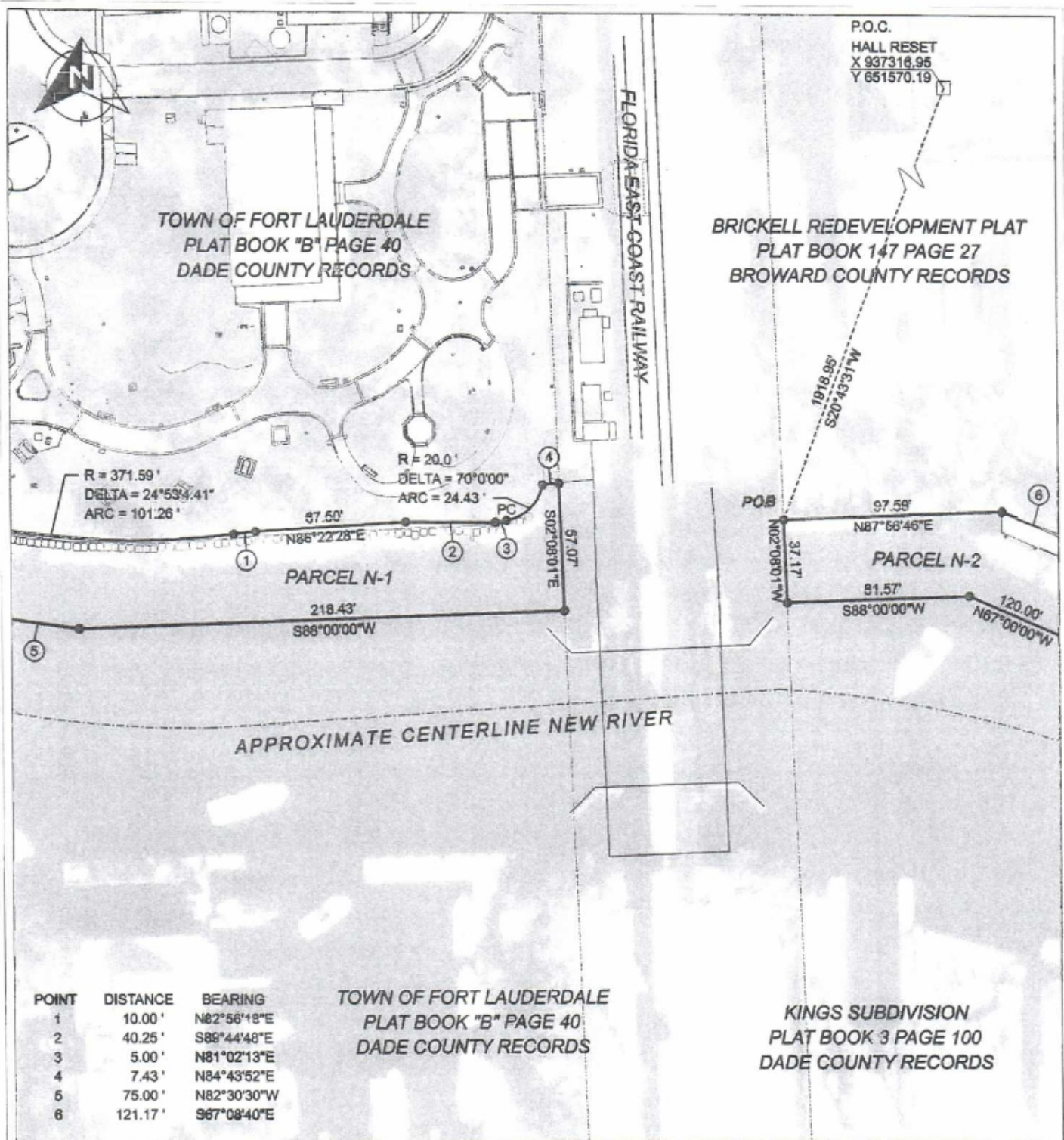


SEA DIVERSIFIED, INC.
Surveying and Engineering Applications
J3 Executive Centre
1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date:	12-18-08
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Checked by:	K.C.J.
Scale:	1" = 60'

Sheet:	2 of 18
CADD ID:	1257SSLL-SH02





CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

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Surveying and Engineering Applications

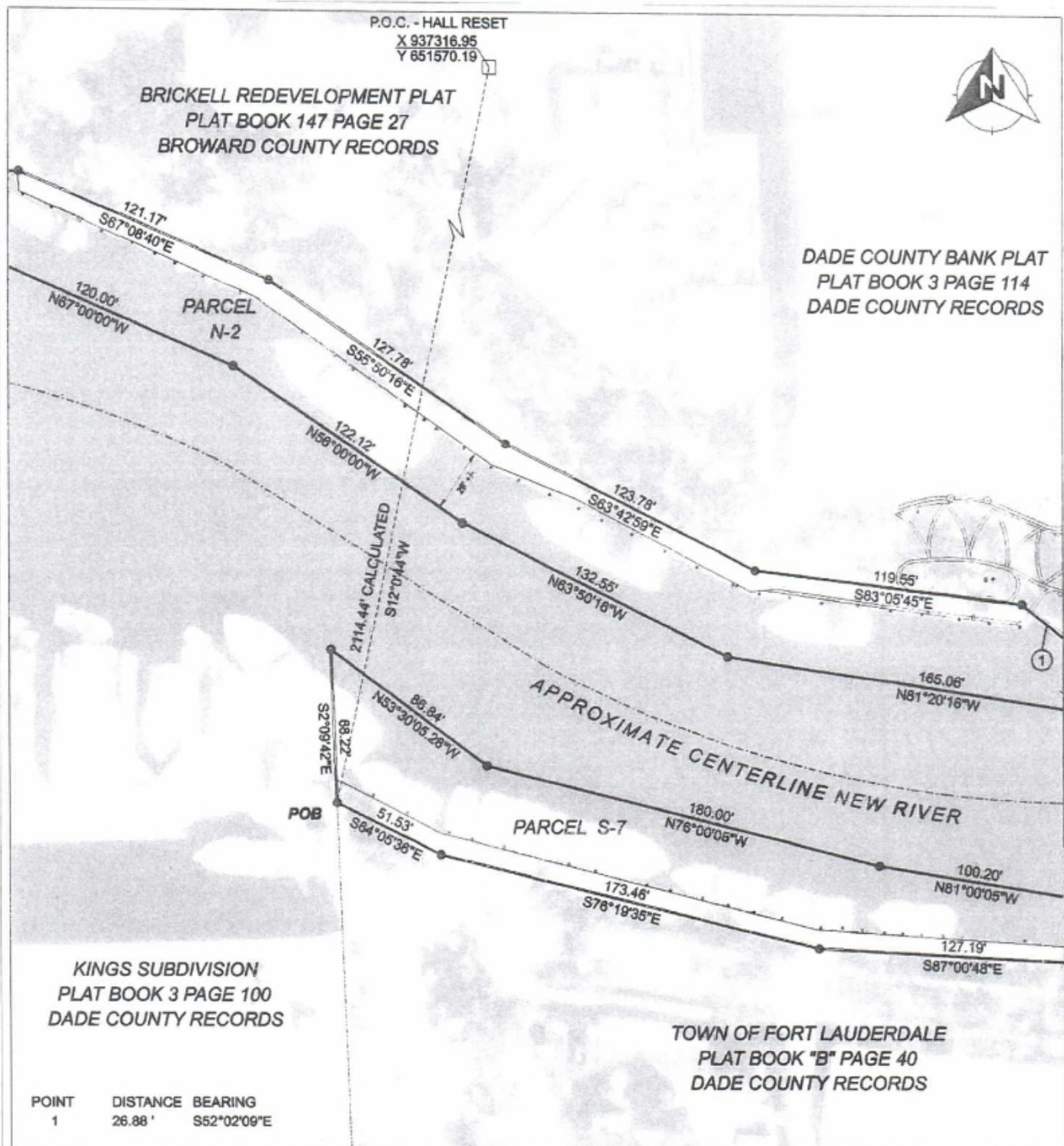
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1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date:	12-18-08
Drawn by:	D.J.M.
Checked by:	K.C.J.
Scale:	1" = 60'

Sheet:

5 of 18

CADD ID: 1257SSLL-SH05



CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:
REVISED LEASE DIMENSION 03-06-2009

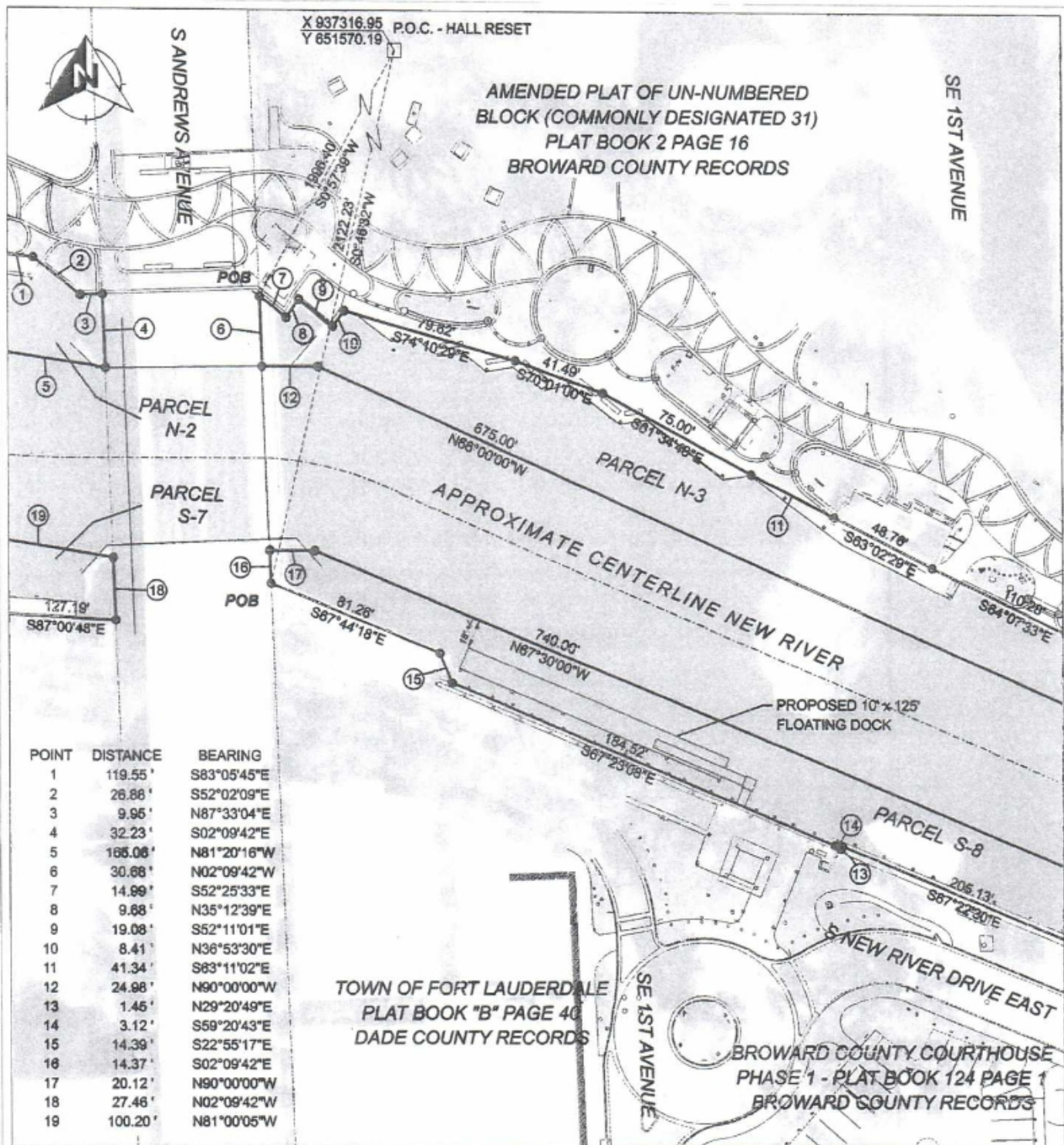


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Surveying and Engineering Applications

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1200 NW 17th Avenue, Suite 3
Delray Beach, Florida 33445

Date:	12-18-08
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Scale:	1" = 60'

Sheet:	6 of 18
CADD ID:	1257SSLL-SH06



CITY OF FORT LAUDERDALE
 RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:



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 Delray Beach, Florida 33445

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Checked by: K.C.J.

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Sheet:

7 of 18

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Attachment A

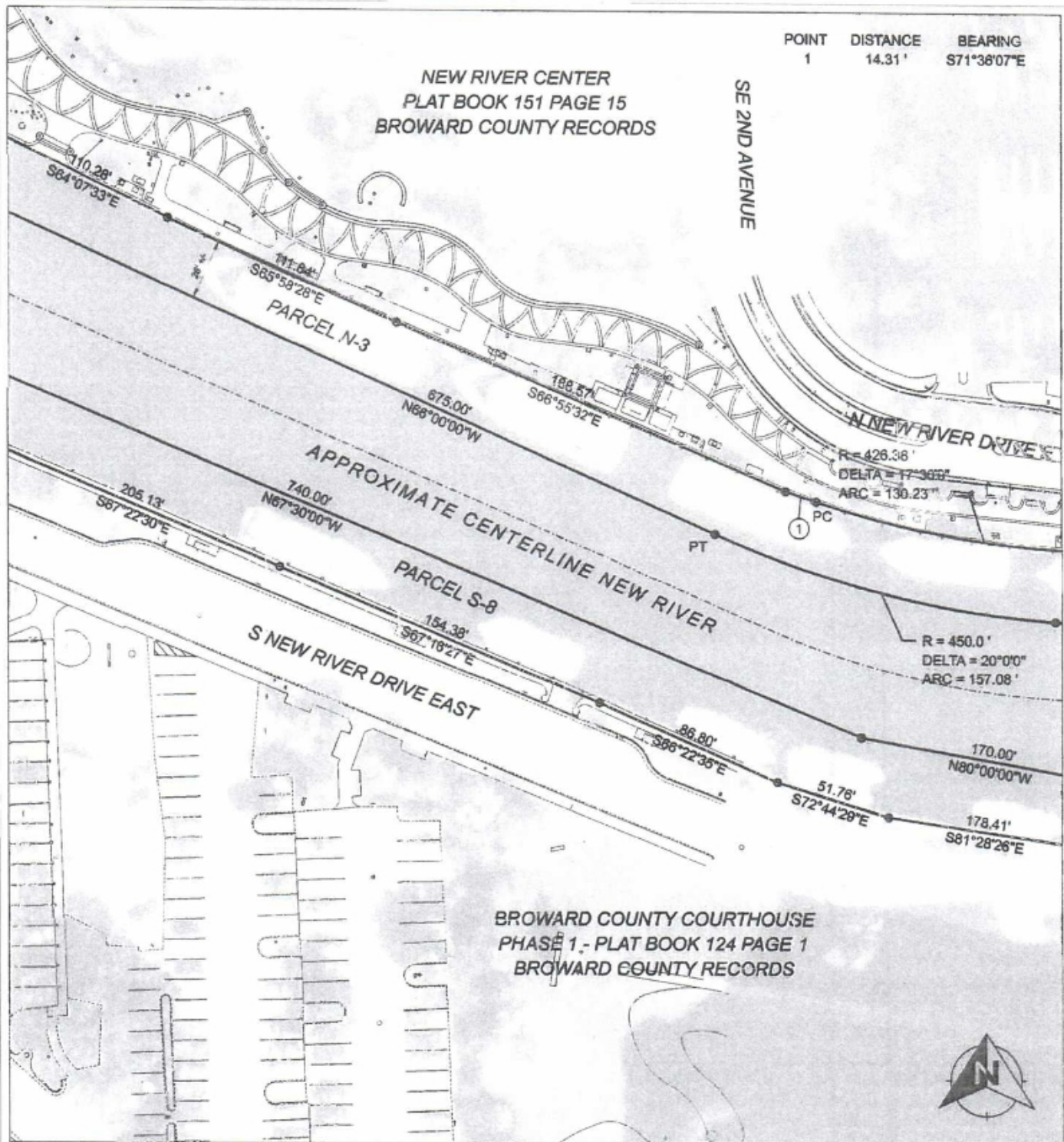
Page 22 of 31 Pages

SSLL No. 060024586

CAM 26-0521

Exhibit 2

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CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

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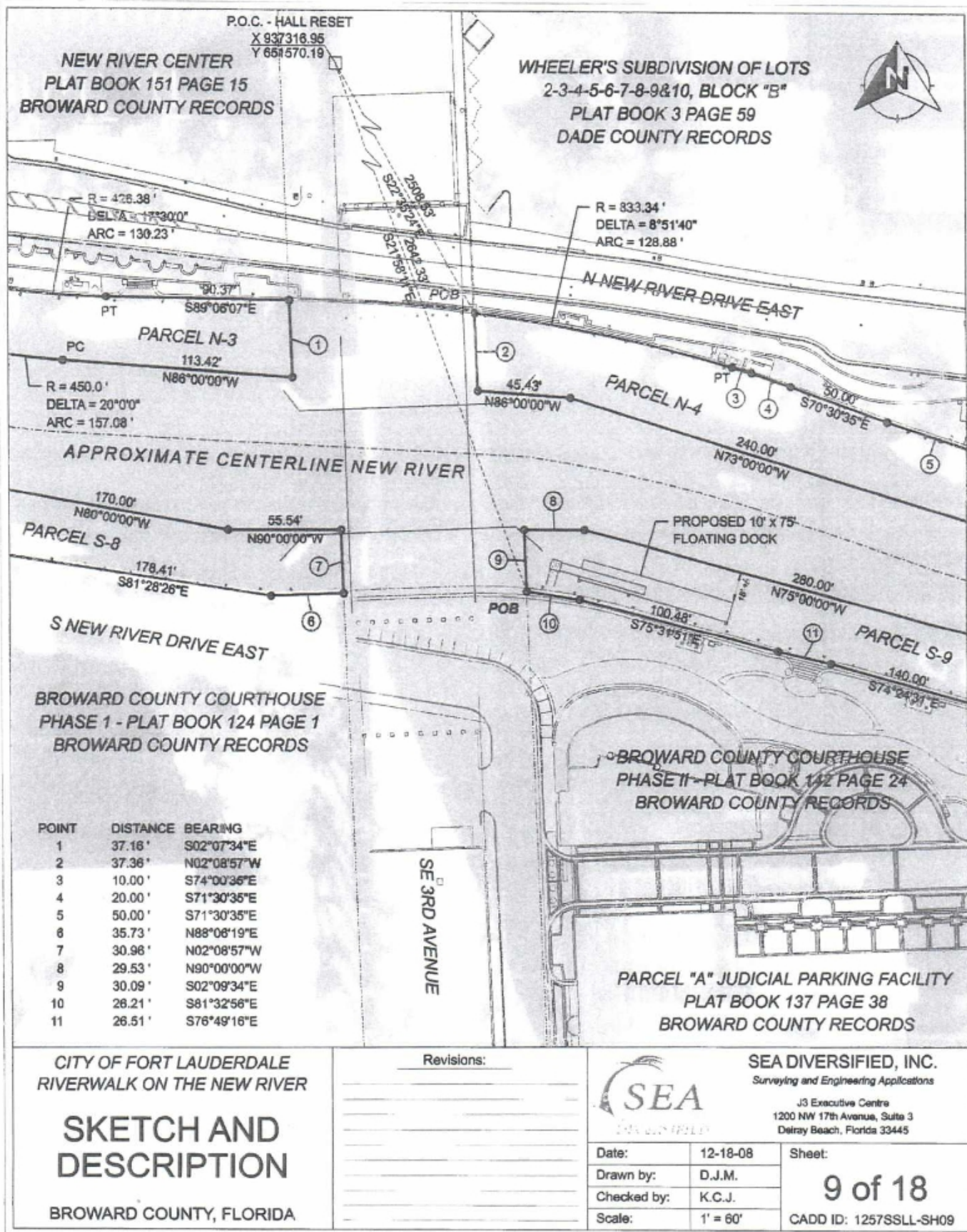
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Checked by: K.C.J.
Scale: 1" = 60'

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8 of 18

CADD ID: 1257SSLL-SH08



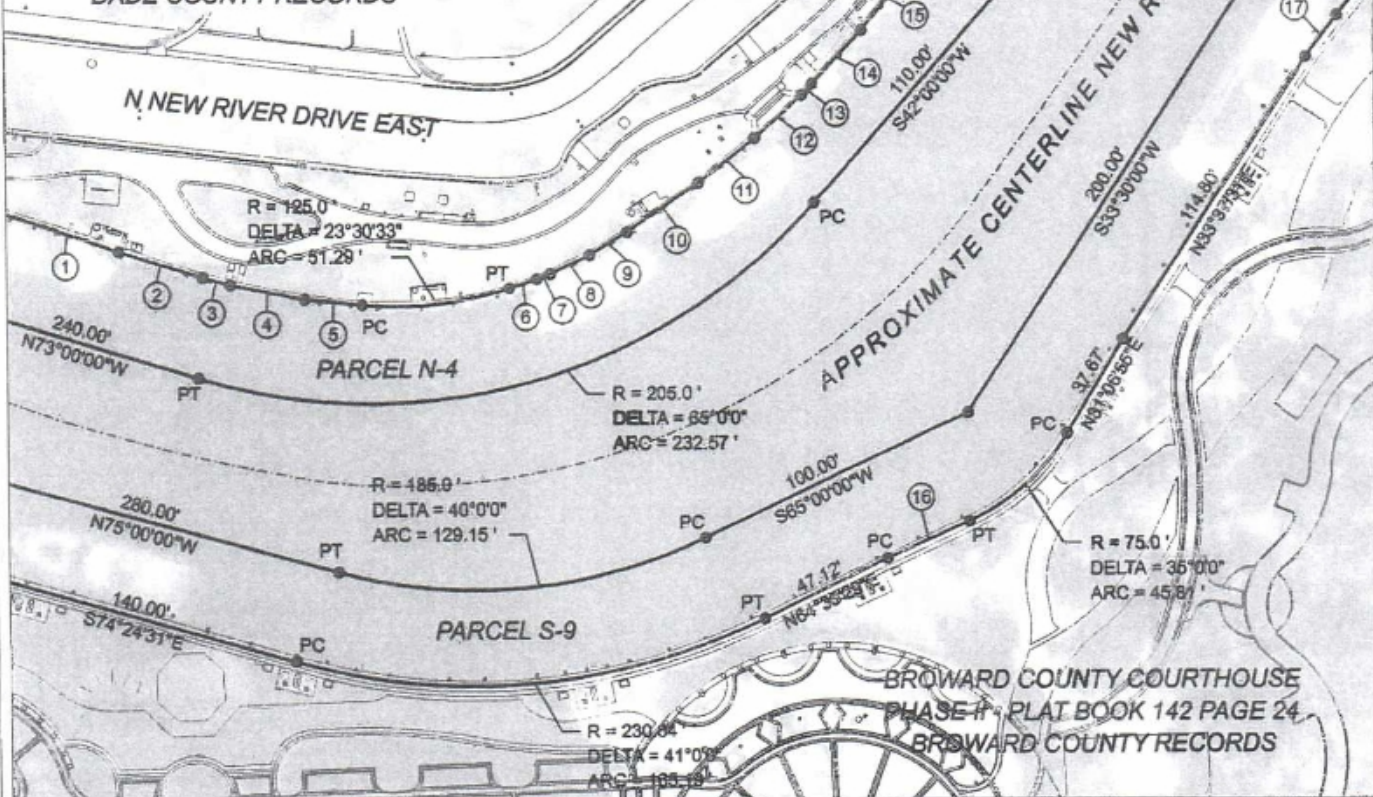
Attachment A
Page 24 of 31 Pages
SSLL No. 060024586

POINT	DISTANCE	BEARING
1	50.00'	S71°30'35"E
2	30.00'	S72°55'38"E
3	10.00'	S75°02'01"E
4	25.95'	S78°55'38"E
5	19.71'	S84°19'06"E
6	10.00'	N72°10'21"E
7	5.00'	N69°40'21"E
8	15.00'	N64°40'21"E
9	15.00'	N59°40'21"E
10	30.00'	N55°43'35"E
11	24.40'	N52°46'27"E
12	21.80'	N48°20'15"E
13	5.16'	N43°35'08"E
14	24.98'	N43°39'18"E
15	28.00'	N38°26'19"E
16	30.78'	N66°06'55"E
17	17.00'	N39°36'35"E
18	17.64'	N37°37'01"E



STRANAHAN AND BROWN'S SUBDIVISION
PLAT BOOK 1 PAGE 7
BROWARD COUNTY RECORDS

WHEELER'S SUBDIVISION OF LOTS
2-3-4-5-6-7-8-9&10, BLOCK "B"
PLAT BOOK 3 PAGE 59
DADE COUNTY RECORDS



CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:
REVISED LEASE DIMENSIONS 03-06-2009

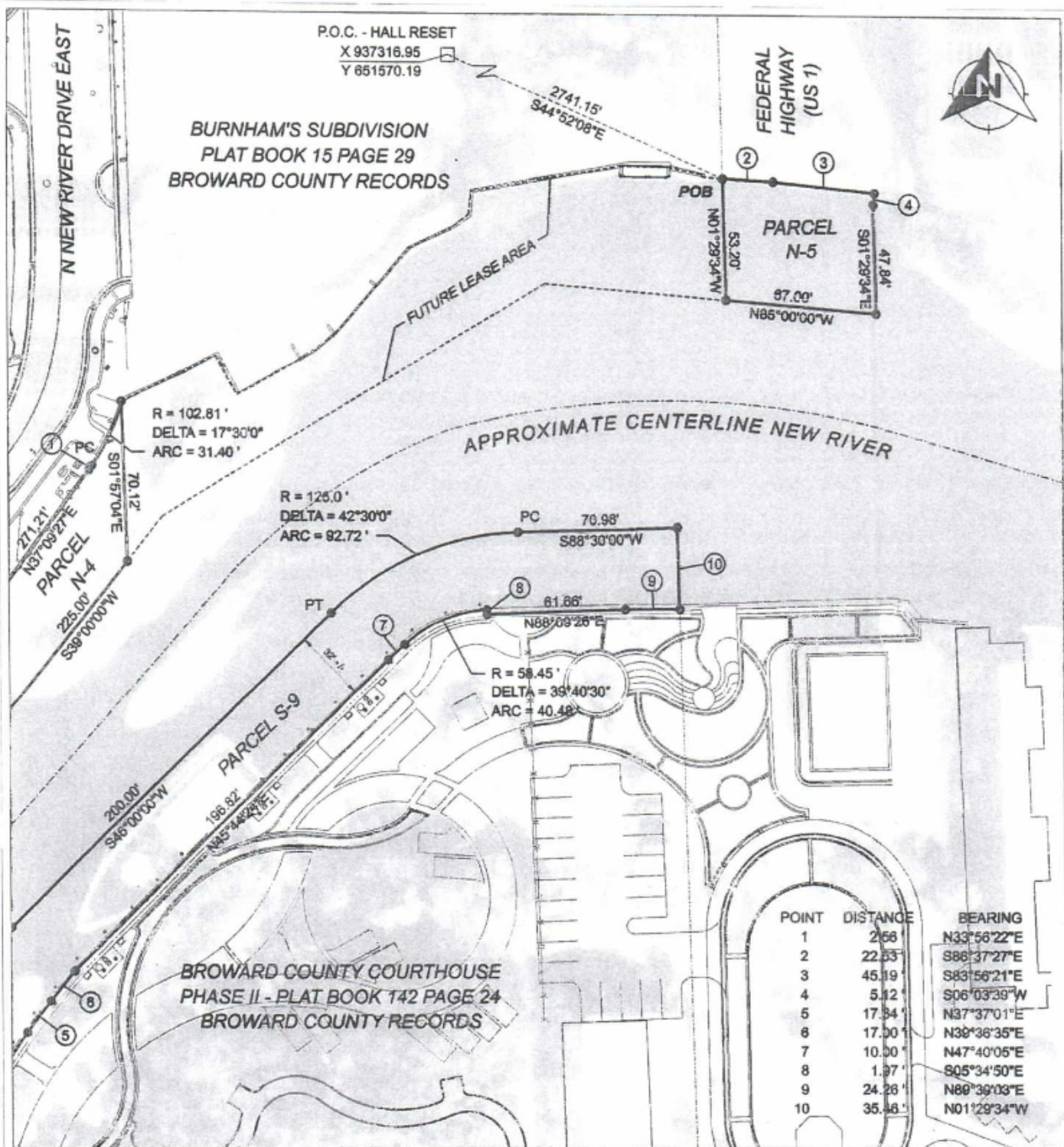


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Surveying and Engineering Applications

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Delray Beach, Florida 33445

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Drawn by: D.J.M.
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Scale: 1" = 60'

Sheet:
10 of 18
CADD ID: 1257SSLL-SH10



CITY OF FORT LAUDERDALE
RIVERWALK ON THE NEW RIVER

SKETCH AND DESCRIPTION

BROWARD COUNTY, FLORIDA

Revisions:



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Date: 12-18-08
Drawn by: D.J.M.
Checked by: K.C.J.
Scale: 1" = 60'

Sheet:

11 of 18

CADD ID: 1257SSLL-SH011

OPINION OF TITLE IN SUPPORT OF THE APPLICATION OF THE CITY OF
FORT LAUDERDALE TO THE BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND FOR THE LEASE OF SOVEREIGNTY SUBMERGED
LANDS ADJACENT TO THE NEW RIVER MUNICIPAL DOCKS

I, David Feldheim, Assistant City Attorney for the the City of Fort Lauderdale, hereby states that title to the following legally described property is vested in the City of Fort Lauderdale and constitutes upland ownership of property for purposes of the application of the City of Fort Lauderdale for the lease of sovereignty submerged lands:

ALL THAT PORTION OF SOUTH RIVER DRIVE WEST (PLATTED AS SOUTH AS SOUTH RIVER STREET) SHOWN ON THE PLAT OF "TOWN OF FORT LAUDERDALE", RECORDED IN PLAT BOOK "B", PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE NORTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF SOUTHWEST 4TH AVENUE AND BOUNDED ON THE SOUTHWEST BY THE NORTHEASTERLY RIGHT OF WAY LINE OF THE W.H MARSHALL BRIDGE ACROSS THE NEW RIVER.

TOGETHER WITH:

THAT PORTION OF SAID SOUTH NEW RIVER DRIVE WEST AND OF SOUTH NEW RIVER DRIVE EAST (BOTH PLATTED AS SOUTH RIVER STREET) BOUNDED ON THE WEST BY THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF SOUTHWEST 1ST AVENUE AND ON THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF SOUTH FEDERAL HIGHWAY.

TOGETHER WITH:

THAT PORTION OF NORTH NEW RIVER DRIVE WEST (PLATTED AS NORTH RIVER STREET) ACCORDING TO SAID PLAT OF "TOWN OF FORT LAUDERDALE", LYING EAST AND WEST OF THE FLORIDA EAST COAST RAILROAD, BOUNDED ON THE WEST BY THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF WEST LAS OLAS BOULEVARD AND BOUNDED ON THE EAST BY THE WEST RIGHT OF WAY LINE OF SOUTH ANDREWS AVENUE.

TOGETHER WITH:

THAT PORTION OF NORTH NEW RIVER DRIVE EAST (SAID NORTH RIVER STREET) BOUNDED ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH ANDREWS AVENUE AND BOUNDED ON THE EAST BY THE EAST RIGHT OF WAY LINE OF SOUTHEAST 5TH AVENUE.

ALL SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.


David Feldheim
Florida Bar #494119

City of Ft. Lauderdale

Submerged Land Lease Modification: BOT No. 060024586 (River walk Docks)

Location and Slip Dimensions

Slip #	Slip Name	Slip Size In feet	Slip Location	Slip Type
1	SB 1	48 X 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
2	SB 2	30 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
3	SB 3	35 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
4	SB 4	35 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
5	SB 5	35 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
6	SB 6	35 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
7	SB 7	35 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
8	SB 8	50 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
9	SB 9	50 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
10	SB 10	45 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
11	SB 11	45 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
12	SB 12	60 X 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
13	SB 13	60 X 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
14	SB 14	40 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
15	SB 15	40 x 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
16	SB 16	60 X 30	Sheet 2, 3 and 4 of 18	transient/liveaboard
17	SNR 1	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
18	SNR 2	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
19	SNR 3	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
20	SNR 4	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
21	SNR 5	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
22	SNR 6	50 x 30	Sheet 6 of 18 South Side of New River	commercial not open to public
23	SNR 7	26 x 20	Sheet 7 of 18 South side of New River	free/no overnight 12am to 5am
24	SNR 8	26 x 20	Sheet 7 of 18 South side of New River	free/no overnight 12am to 5am
25	SNR 9	26 x 20	Sheet 7 of 18 South side of New River	free/no overnight 12am to 5am

26	SNR 10	35 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
27	SNR 11	35 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
28	SNR 12	45 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
29	SNR 13	45 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
30	SNR 14	45 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
31	SNR 15	45 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
32	SNR 16	50 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
33	SNR 17	50 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
34	SNR 18	45 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
35	SNR 19	40 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
36	SNR 20	40 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
37	SNR 21	40 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
38	SNR 22	40 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
39	SNR 23	40 x 30	Sheet 7,8,9 and 10, of 18 South Side of New River	transient/liveaboard
40	SNR 24	26 x 20	Sheet 9 of 18 South Side of New River	free/no overnight
41	SNR 25	26 x 20	Sheet 9 of 18 South Side of New River	free/no overnight
42	SNR 26	26 x 20	Sheet 9 of 18 South Side of New River	free/no overnight
43	SNR 27	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
44	SNR 28	40 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
45	SNR 29	40 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
46	SNR 30	40 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
47	SNR 31	40 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
48	SNR 32	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
49	SNR 33	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
50	SNR 34	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
51	SNR 35	40 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
52	SNR 36	35 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
53	SNR 37	35 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
54	SNR 38	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
55	SNR 39	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
56	SNR 40	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
57	SNR 41	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
58	SNR 42	45 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
59	SNR 43	35 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard

60	SNR 44	35 x 30	Sheet 10 and 11 of 18 South Side of New River	transient/liveaboard
61	NNR 45	56 x 30	Sheet 5,6 & 7 of 18 North Side of New River	commercial not open to public
62	NNR 46	56 x 30	Sheet 5,6 & 7 of 18 North Side of New River	commercial not open to public
63	NNR 47	56 x 30	Sheet 5,6 & 7 of 18 North Side of New River	commercial not open to public
64	NNR 48	58 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
65	NNR 49	58 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
66	NNR 50	58 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
67	NNR 51	58 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
68	NNR 51	58 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
69	NNR 52	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
70	NNR 53	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
71	NNR 54	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
72	NNR 55	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
73	NNR 56	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
74	NNR 57	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
75	NNR 58	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
76	NNR 59	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
77	NNR 60	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
78	NNR 61	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
79	NNR 62	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
80	NNR 63	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
81	NNR 64	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
82	NNR 65	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
83	NNR 66	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
84	NNR 67	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
85	NNR 68	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
86	NNR 69	50 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
87	NNR 70	50 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
88	NNR 71	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
89	NNR 72	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
90	NNR 73	35 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
91	NNR 74	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
92	NNR 75	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
93	NNR 76	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
94	NNR 77	35 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard

95	NNR 78	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
96	NNR 79	50 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
97	NNR 80	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
98	NNR 81	40 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
99	NNR 82	45 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
100	NNR 83	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
101	NNR 84	30 x 30	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
102	RHD	26 x 20	Sheet 7,8,9 & 10 of 18 North Side of New River	transient/liveaboard
103	PACA 1	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
104	PACA 2	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
105	PACA 3	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
106	PACA 4	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
107	PACA 5	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
108	PACA 6	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
109	PACA 7	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
110	PACA 8	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
111	PACA 9	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
112	PACA 10	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
113	PACA 11	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
114	PACA 12	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
115	PACA 13	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
116	PACA 14	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
117	PACA 15	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
118	PACA 16	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight
119	PACA 17	23 X 20	Sheet 3 & 4 of 18 North Side of New River	free/no overnight

Sign #	Location in Sketch	Location on Site
1	Sheet 4 of 18	South Side of River on Seawall
2	Sheet 7 of 18	South Side of River on Seawall
3	Sheet 11 of 18	South Side of River on Seawall
4	Sheet 10 of 15	North Side of River on Seawall