This Instrument Prepared By:

<u>Kathy C. Griffin</u>

Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125

Tallahassee, Florida 32399

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

#### SOVEREIGNTY SUBMERGED LANDS EASEMENT

NO. <u>41691</u> BOT FILE NO. <u>580238015</u> PA NO. <u>0211217-006-JC</u>

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to <u>City of Venice</u>, <u>Florida</u>, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 1, 2, 12, 13 and 19, Township 39 South, Range 18 and 19 East, in Gulf of Mexico, Sarasota County, as is more particularly described and shown on Attachment A, dated March 25, 2013.

TO HAVE THE USE OF the hereinabove described premises for a period of <u>50</u> years from <u>June 13, 2014</u>, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

- 1. <u>USE OF PROPERTY</u>: The above described parcel of land shall be used solely for <u>four offshore borrow areas</u> and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit No. <u>0211217-005-JC</u>, dated <u>June 13, 2014</u>, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
- 2. <u>EASEMENT CONSIDERATION</u>: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

[40]

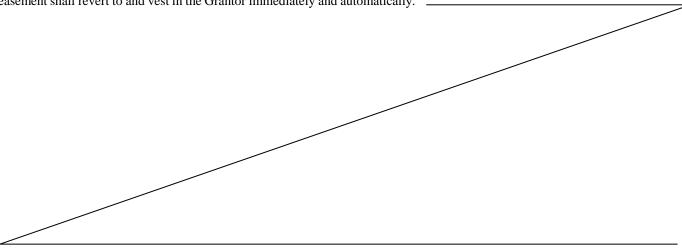
- 3. <u>WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND</u>: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
- 4. <u>RIGHTS GRANTED</u>: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
- 5. <u>DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS</u>: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
- 6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
- 7. <u>RIGHT TO INSPECT</u>: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
- 8. <u>INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS</u>: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 9. <u>ASSIGNMENT OF EASEMENT</u>: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.
- 10. <u>TERMINATION</u>: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Venice, Florida %Ms. Kathleen Weeden, P.E., City Engineer 401 West Venice Avenue Venice, FL 34285

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

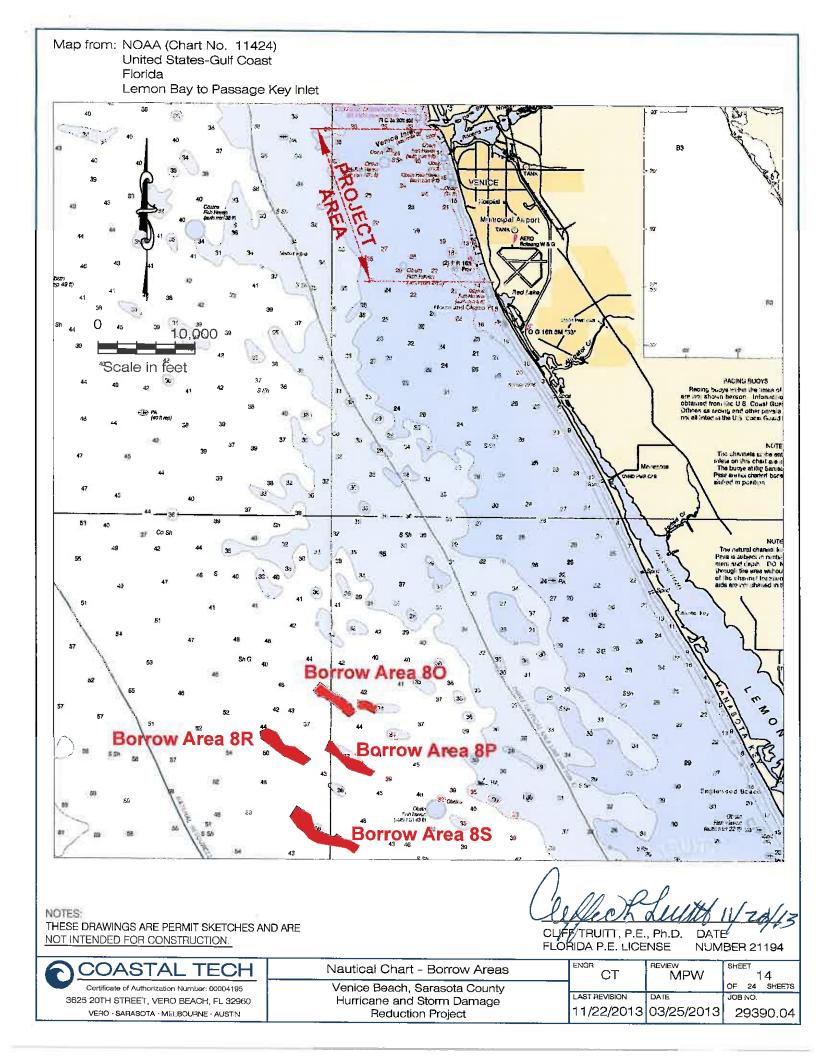
11. <u>TAXES AND ASSESSMENTS</u>: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed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

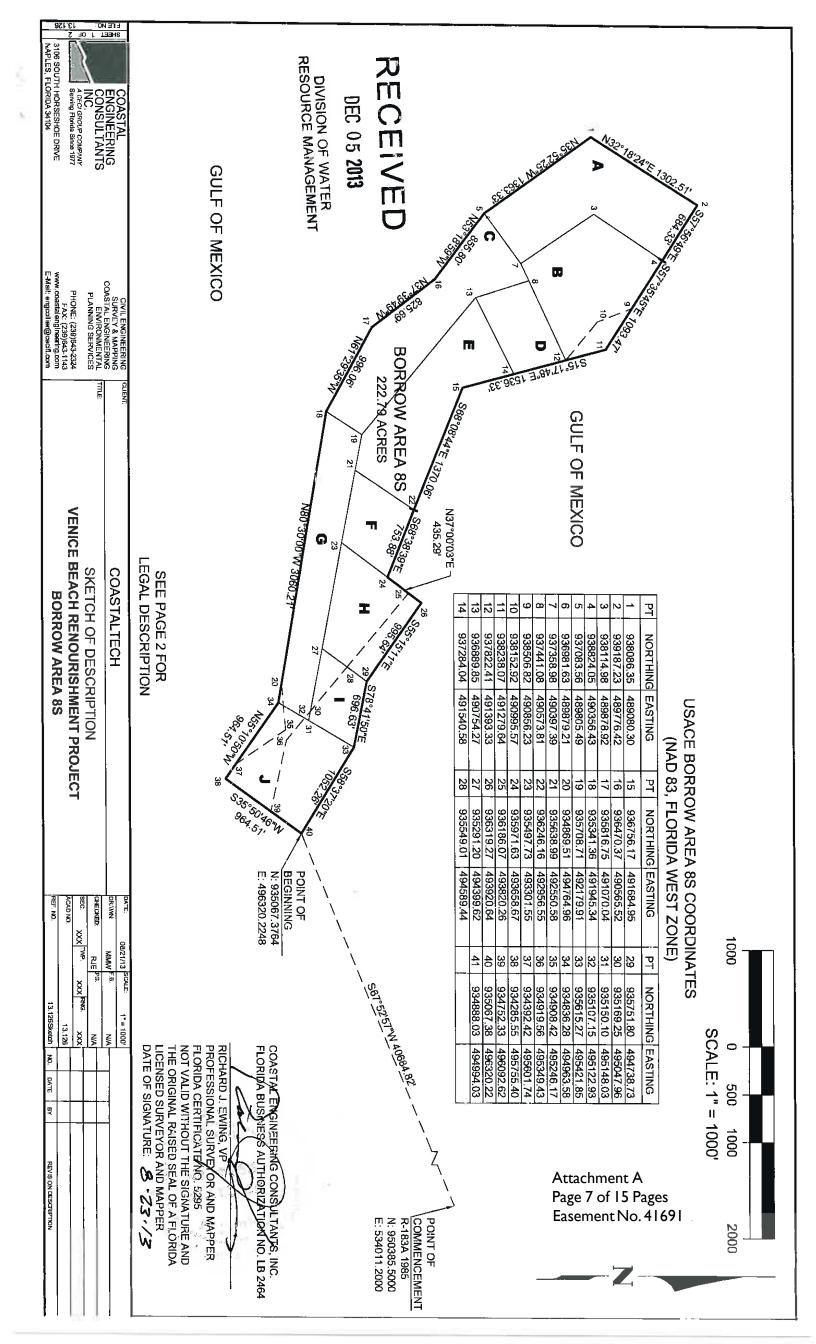
- 12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in Item 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 13. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 14. <u>AMENDMENT/MODIFICATIONS</u>: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.
- 15. <u>USACE AUTHORIZATION</u>: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.
- 16. <u>ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS</u>: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.
- 17. <u>UPLAND RIPARIAN PROPERTY INTEREST</u>: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.



WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA	
Original Signature	(SEAL)	
	BY:	
Print/Type Name of Witness	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	
Original Signature	Board of Trustees of the Internal Improvement Trust Fund of the State of Florida	
Print/Type Name of Witness		
STATE OF FLORIDA	"GRANTOR"	
COUNTY OF LEON		
	nistration, Division of State Lands, State of Florida Department of	
of Florida. She is personally known to me.	Board of Trustees of the Internal Improvement Trust Fund of the State	
APPROVED AS SUBJECT TO PROPER EXECUTION:  Notary Public, State of Florida		
DEP Attorney Date		
	Printed, Typed or Stamped Name	
	My Commission Expires:	
	Commission/Serial No	

WITNESSES:	City of Venice, Florida	(SEAL)
	BY:Original Signature of Executing Authority	
Original Signature	Original Signature of Executing Authority	
Typed/Printed Name of Witness	John Holic Typed/Printed Name of Executing Authority	
Original Signature	Mayor Title of Executing Authority	
Original Signature	The of Executing Authority	
Typed/Printed Name of Witness	"GRANTEE"	
STATE OF		
COUNTY OF		
	owledged before me thisday of	
My Commission Expires:	Notary Public, State of	
Commission/Serial No	Printed, Typed or Stamped Name	







CECI Group Services
Civil Engineering
Planning Services
Survey & Mapping
Coastal Engineering
Environmental Services

Website: www.coastalengineering.com

### VENICE BEACH RENOURISHMENT PROJECT BORROW AREA 8S (A-J) LEGAL DESCRIPTION

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO WESTERLY OF VENICE BEACH, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENT R183A 1985 WITH A NORTHING OF 950,385.50 FEET AND AN EASTING 534,011.20 FEET, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), FLORIDA WEST ZONE, RUN S 67°52′57" W 40,684.82 FEET TO THE POINT OF BEGINNING.

THENCE S 35°50′46″ W 964.51 FEET;
THENCE N 55°10′50″ W 964.51 FEET;
THENCE N 80°30′00″ W 3,060.21 FEET;
THENCE N 61°29′35″ W 996.06 FEET;
THENCE N 37°39′49″ W 825.69 FEET;
THENCE N 53°18′59″ W 855.80 FEET;
THENCE N 35°52′25″ W 1,363.33 FEET;
THENCE N 32°18′24″ E 1,302.51 FEET;
THENCE S 57°56′49″ E 684.33 FEET;
THENCE S 57°35′45″ E 1,093.47 FEET;
THENCE S 15°17′48″ E 1,536.33 FEET;
THENCE S 68°08′44″ E 1,370.06 FEET;
THENCE S 68°38′39″ E 753.88 FEET;
THENCE N 37°00′03″ E 435.29 FEET;
THENCE S 55°15′11″ E 995.64 FEET;

RECEIVED

DEC 05 2013

DIVISION OF WATER RESOURCE MANAGEMENT

THE ABOVE DESCRIBES APPROXIMATELY 222.79 ACRES OF SUBMERGED LAND.

THENCE S 58°37′20" E 1,052.26 FEET TO THE POINT OF BEGINNING.

COASTAL ENGINEERING CONSULTANTS, INC.

THENCE S 78°41'50" E 696.63 FEET;

FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, V.P.

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE, NO. 5295

NOT VALID WITHOUT THE SIGNATURE AND

THE ORIGINAL RAISED SEAL OF A FLORIDA

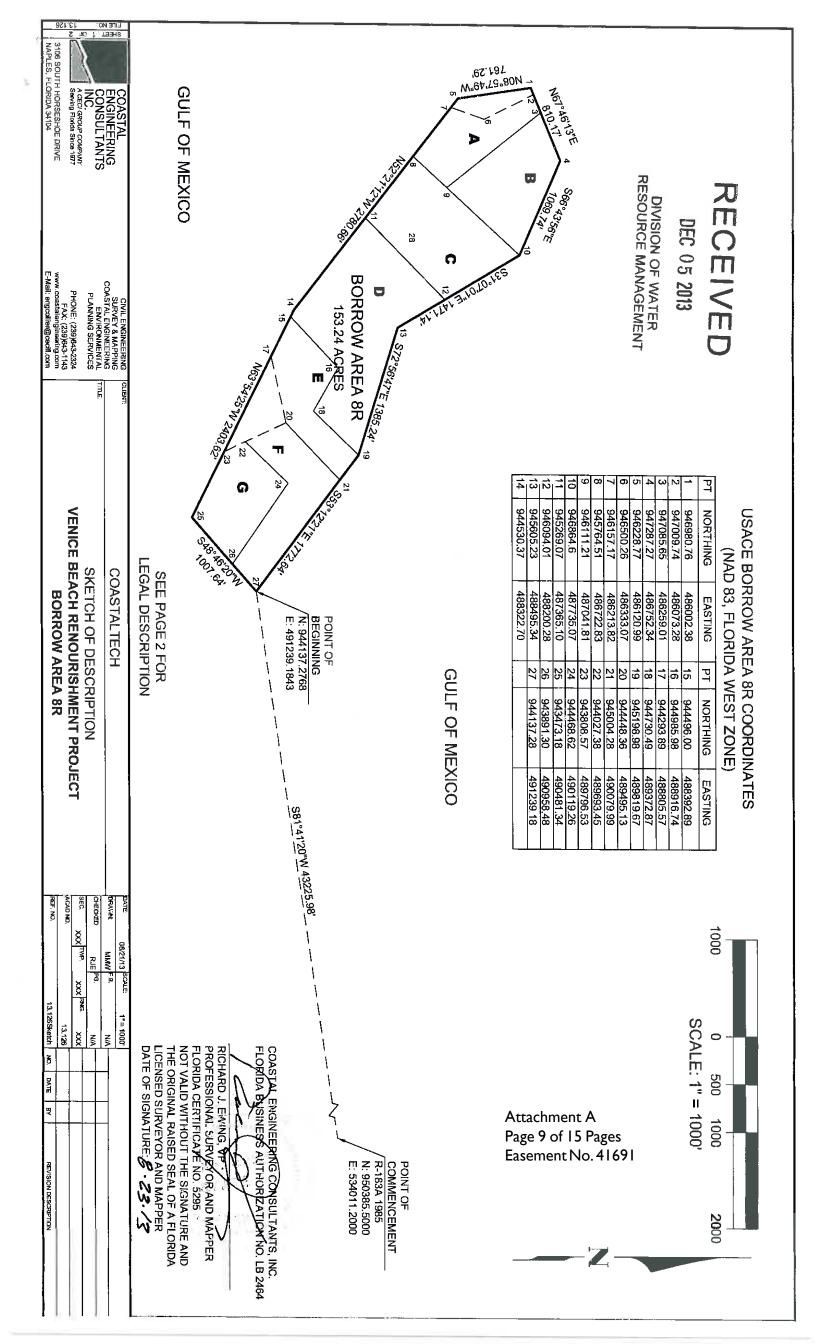
LICENSED SURVEYOR AND MAPPER

DATE OF SIGNATURE: 8-23-/3

3106 So. Horseshoe Drive, Naples, Florida 34104 \* Phone (239) 643-2324 Fax (239) 643-1143 \* E-mail: info@cecifl.com

SFRUNG FLORDA SINCE 1977

Attachment A Page 8 of 15 Pages Easement No. 41691





A CECI GROUP COMPANY

CECI Group Services
Civil Engineering
Planning Services
Survey & Mapping
Coastal Engineering
Environmental Services
Website:www.coastalengineering.com

### VENICE BEACH RENOURISHMENT PROJECT BORROW AREA SR (A-G) LEGAL DESCRIPTION

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO WESTERLY OF VENICE BEACH, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENT R183A 1985 WITH A NORTHING OF 950,385.50 FEET AND AN EASTING 534,01120 FEET, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAO 1983), FLORIDA WEST ZONE, RUN S 81°41'20" W 43,225.98 FEET TO THE POINT OF BEGINNING.

THENCE S 48°46'20" W 1,007.64 FEET;
THENCE N 63°54'25" W 2,403.62 FEET;
THENCE N 52°21'12" W 2,780.66 FEET;
THENCE N 08°57'49" W 761.29 FEET;
THENCE N 67°46' 13" E 810.17 FEET;
THENCE S 66°43'56" E 1,069.74 FEET;
THENCE S 31°07'01" E 1,471.14 FEET;
THENCE S 72°56'47" E 1,385.24 FEET;
THENCE S 53°12'21" E 1,772.64 FEETTO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 15324 ACRES OF SUBMERGED LAND.

COASTAL ENGINEERING CONSULTANTS, INC. FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, .P.

PROFESSIONAL "?'JEYOR AND MAPPER

FLORIDACER IFICATE NO.5295

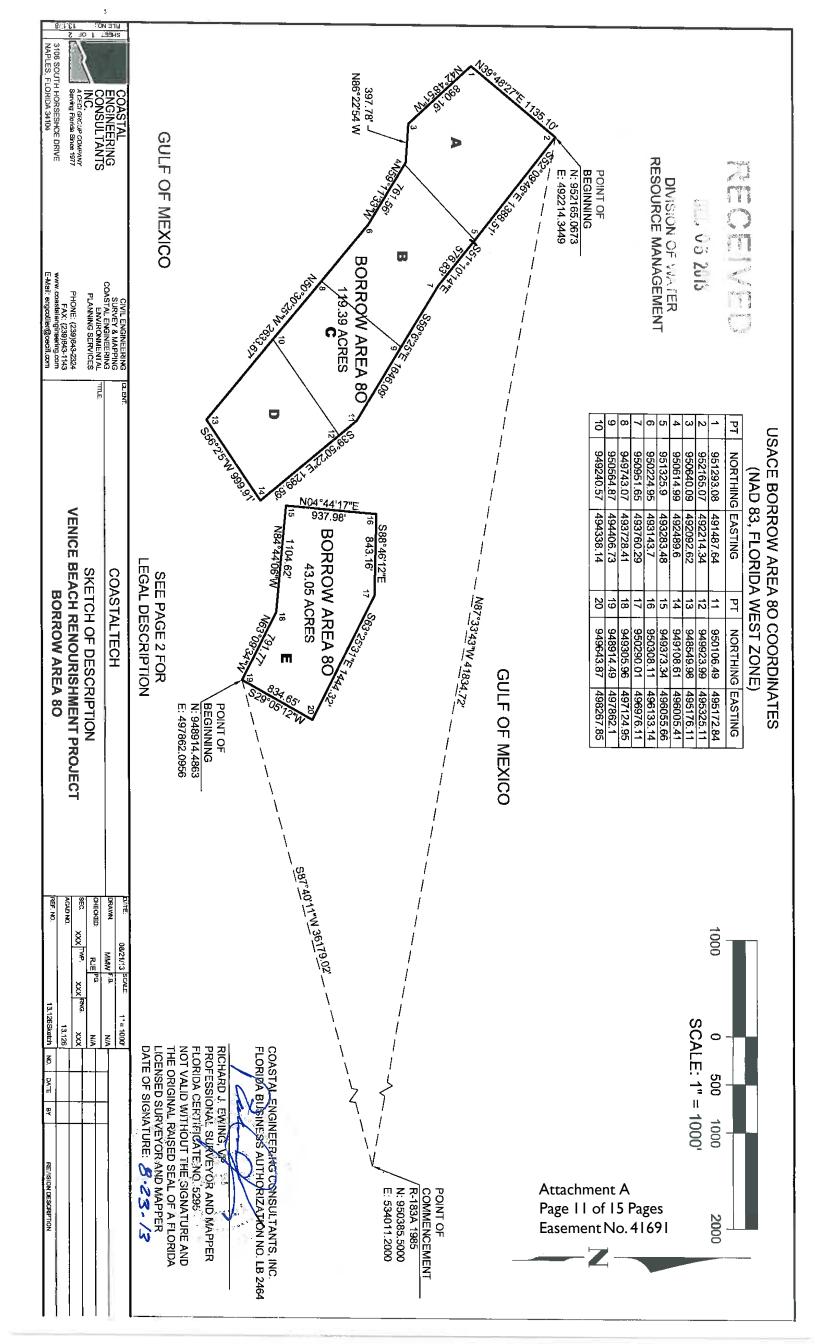
NOT VALID WITHOUT THE SIGNATURE AND

THE ORIGINL RAISED SEAL OF A FLORIDA

LICENSED SURVEYOR AND MAPPER

DATEOFSIGNATUR:8.2\$/

3106 So. Horseshoe Drive, Naples, Florida 34104 .; Phone (239) 643-2324 Fax (239) 643-1143 "E-mail: info@cecifl.com ... 1 R r :.\'U Fl.UJ:/Li.I,\',''f \'X J > 77





A CECI GROUP COMPANY

CECI Group Services

Civil Engineering Planning Services Survey & Mapping Coastal Engineering Environmental Services

Website: www.coastalengineering.com

## VENCE BEACH RENOURISHMENT PROJECT BORROW AREA 80 (A-D) LEGAL DESCRIPTION

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO WESTERLY OF VENICE BEACH, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENT R183A 1985 WITH A NORTHING OF 950,385.50 FEET AND AN EASTING 534,01120 FEET,RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), FLORIDA WEST ZONE, RUN N 87°33'43" W 41,834.72 FEET TO THE POINT OF BEGINNING.

THENCE S 52°09'46" E 1388.51 FEET; THENCE S 51°10'14" E 576.83 FEET; THENCE S 59°06'25" E 1646.09 FEET; THENCE S 39°50'22" E 1299.59 FEET; THENCE S 56°02'05" W 999.91 FEET; THENCE N 50°30'25" W 2633.67 FEET; THENCE N 59°11'33" W 761.56 FEET; THENCE N 86°22'54" W 397.78 FEET;

THENCE N 42°48'51" W 890.16 FEET;

RECEIVED

DEC 052013

DWISION OF WATER RESOURCE MANAGEMENT

THENCE N 39°48'27" E 1,135. 10 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 1939 ACRES OF SUBMERGED LAND.

TOGETHER WITH THE FOLLOWING "SUB AREA E" LEGAL DESCRIPTION:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENT R138A WITH A NORTHING OF 950,385.50 FEET AND AN EASTING 53401120 FEET, RELATIVE TO THE NORTHAMERICAN DATUM OF 1983 (NAO 1983), FLORIDAWEST ZONE, RUN S 87°40'11' W 3679.02 FEET TO THE POINT OF BEGINNING.

THENCE N 63°09'34" W 791.77 FEET; THENCE N 84°44'06" W 1,104.62 FEET; THENCE N 04°44'17" E 937.98 FEET; THENCE S 88°46'12" E 843.16 FEET; THENCE S 63°25'31" E 1,444.32 FEET;

3106 So. Horseshoe Drive, Naples, Florida 34104 \*Phone (239) 643-2324 Fax (239) 643-1143 · E-mail:info@cecifl.com  $S: "R!"/; \Cii\cdot LUR/U. S. \Ci'\cdot 1?77$ 

Venice Beach Renourishment Project August 22, 2013 Page 2

THENCE S 29°05'12" W 834.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 43.05 ACRES OF SUBMERGED LAND.

**ORIZATION NO.LB 2464** 

COASTAL ENGINEERING CONSULTANTS, NC.

RICHARIFI EWG

FLORID

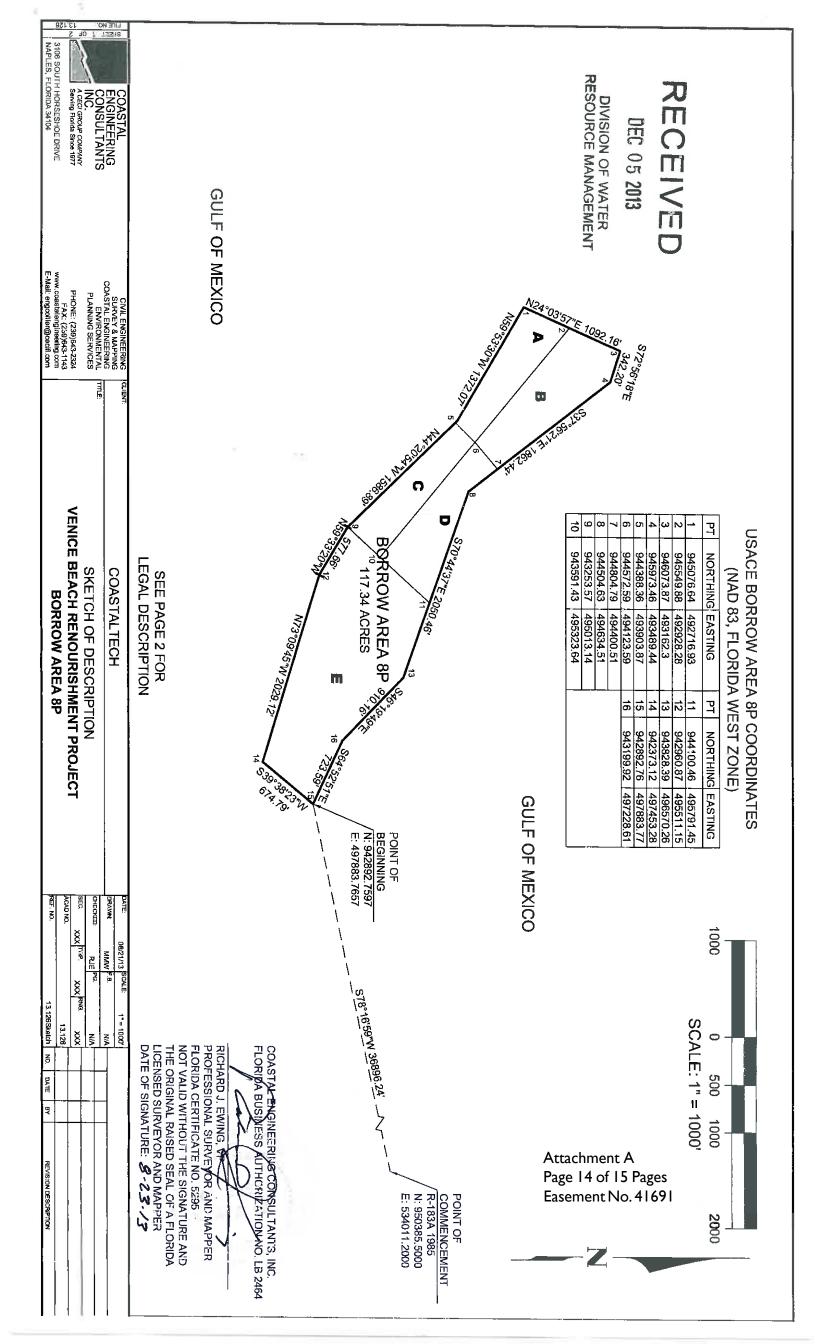
PROFESSIONAL SU. . EYOR AND MAPPER

FLORIDA « eR=rftcA:rt JO . 5295

SINE

NOT VALID: WITHOUIT THE SIGNATURE AND THE OR, GINAL; RAISE SEAL OF A FLORIDA

LICENSED SURVEYOR AND MAPPER DATE OF SIGNATURE: 823-/3





A CECI GROUP COMPANY

CECI Group Services
Civil Engineering
Planning Services
Survey & Mapping
Coastal Engineering
Environmental Services

Website: www.coastalengineering.com

RECEIVED

DEC 05 2013

DIVISION OF WATER

RESOURCE MANAGEMENT

# VENICE BEACH RENOURISHMENT PROJECT BORROW AREA 8P (A-E) LEGAL DESCRIPTION

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO WESTERLY OF VENICE BEACH, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENT R183A 1985 WITH A NORTHING OF 950,385.50 FEET AND AN EASTING 534,011.20 FEET, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 1983), FLORIDA WEST ZONE, RUN S 78°16′59" W 36,896.24 FEET TO THE POINT OF BEGINNING.

THENCE \$ 39°38'23" W 674.79 FEET;

THENCE N 73°09'45" W 2,029.12 FEET;

THENCE N 59°33'20" W 577.66 FEET;

THENCE N 44°20′54" W 1,586.89 FEET;

THENCE N 59°53'30" W 1,372.07 FEET;

THENCE N 24°03'57" E 1,092.16 FEET;

THENCE S 72°56'18" E 342.20 FEET;

THENCE S 37°56'21" E 1,862.44 FEET;

THENCE S 70°44'37" E 2,050.46 FEET;

THENCE S 46°19'49" E 910.16 FEET

THENCE S 64°52′51" E 723.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES APPROXIMATELY 117.34 ACRES OF SUBMERGED LAND.

COASTAL ENGINEERING CONSULTANTS, INC.

FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, V.P.

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5295

NOT VALID WITHOUT THE SIGNATURE AND

THE ORIGINAL RAISED SEAL OF A FLORIDA

LICENSED SURVEYOR AND MAPPER

DATE OF SIGNATURE: 8-23-13

3106 So. Horseshoe Drive, Naples, Florida 34104 \* Phone (239) 643-2324 Fax (239) 643-1143 \* E-mail: info@cecifl.com SERVING FLORIDA SINCE 1977