

This Instrument Prepared By:
Celeda Wallace
Action No. 43764
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

SOVEREIGN SUBMERGED LANDS EASEMENT
RENEWAL AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

Easement No. 00017 (3830-43)
BOT File No. 431090528

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 City of Stuart, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 32,
Township 37 South, Range 41 East, in Storm Creek,
Martin County, Florida, as is more particularly described
and shown on Attachment A, dated February 5, 1987.

TO HAVE THE USE OF the hereinabove described premises from October 27, 2017, the effective date of this easement renewal, through October 27, 2067, the expiration date of this easement renewal. The terms and conditions on and for which this easement renewal is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994

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.

4. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. 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.

8. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts of omissions.

11. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

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

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of 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.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(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.

The remainder of this page is intentionally blank. Signature page follows.

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, 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.

Original Signature

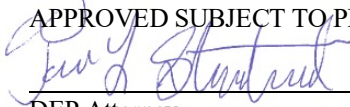
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, 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. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/4/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Stuart, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Eula R. Clarke
Typed/Printed Name of Executing Authority

Original Signature

Mayor
Title of Executing Authority

Typed/Printed Name of Witness

“GRANTEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20 ____, by Eula R. Clarke as Mayor, for and on behalf of City of Stuart, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

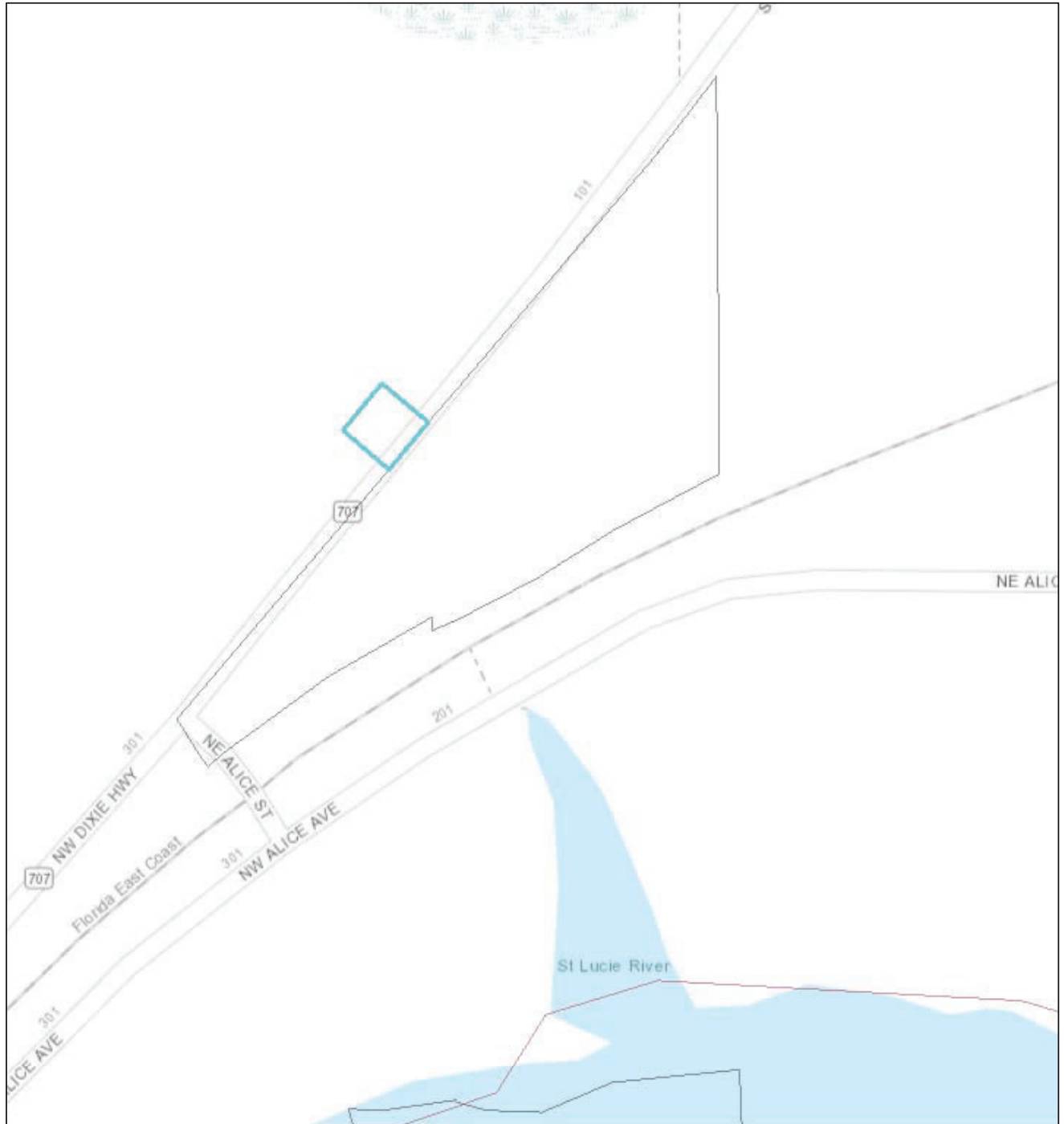
Signature of Notary Public

Notary Public, State of _____



Commission/Serial No. _____

Printed, Typed or Stamped Name

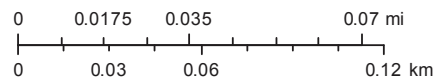
NW Dixie Hwy, Stuart, Florida 34994



July 23, 2018

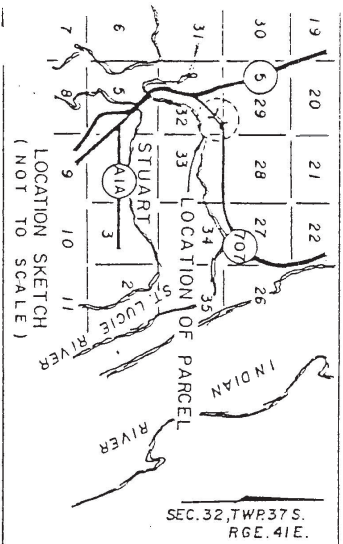
-  Public Land Survey System 2006
-  State Land Records (BTLSR)

1:2,257



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community
FDEP

Map created by Map Direct, powered by ESRI.
or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.



NOTES

BEARING REFERENCE - BEARING TAKEN FROM D.O.T. R/W MAP 8901 - (111) 205

ACCURACY OF SURVEY - 1 : 0,607 (SEE D.O.T. FIELD BK. NO. 1033703)

MONUMENTATION - SET 5/8" COPPER COATED RODS WITH PLASTIC CAP STAMPED FLA. D.O.T. AT 4 CORNERS

BENCH MARK DATUM AND DESCRIPTION - B.M. NO. L-236, ELEV. 9.04 C. & G. S. DISK ON STEEL ROD (PG. 12, QUAD BOOK NO. 270802 VERTICAL) FROM D.O.T. FIELD BOOK NO. 1015529 PG. 38

SAFE UPLAND LINE ELEV. WAS DETERMINED BY FIELD OBSERVATION OF TIDAL HIGH WATER MARK ON BRIDGE PILING & VEGETATION (SEE D.O.T. FIELD BOOK NO. 1033703)

APPROVED - FLDNR / BSM

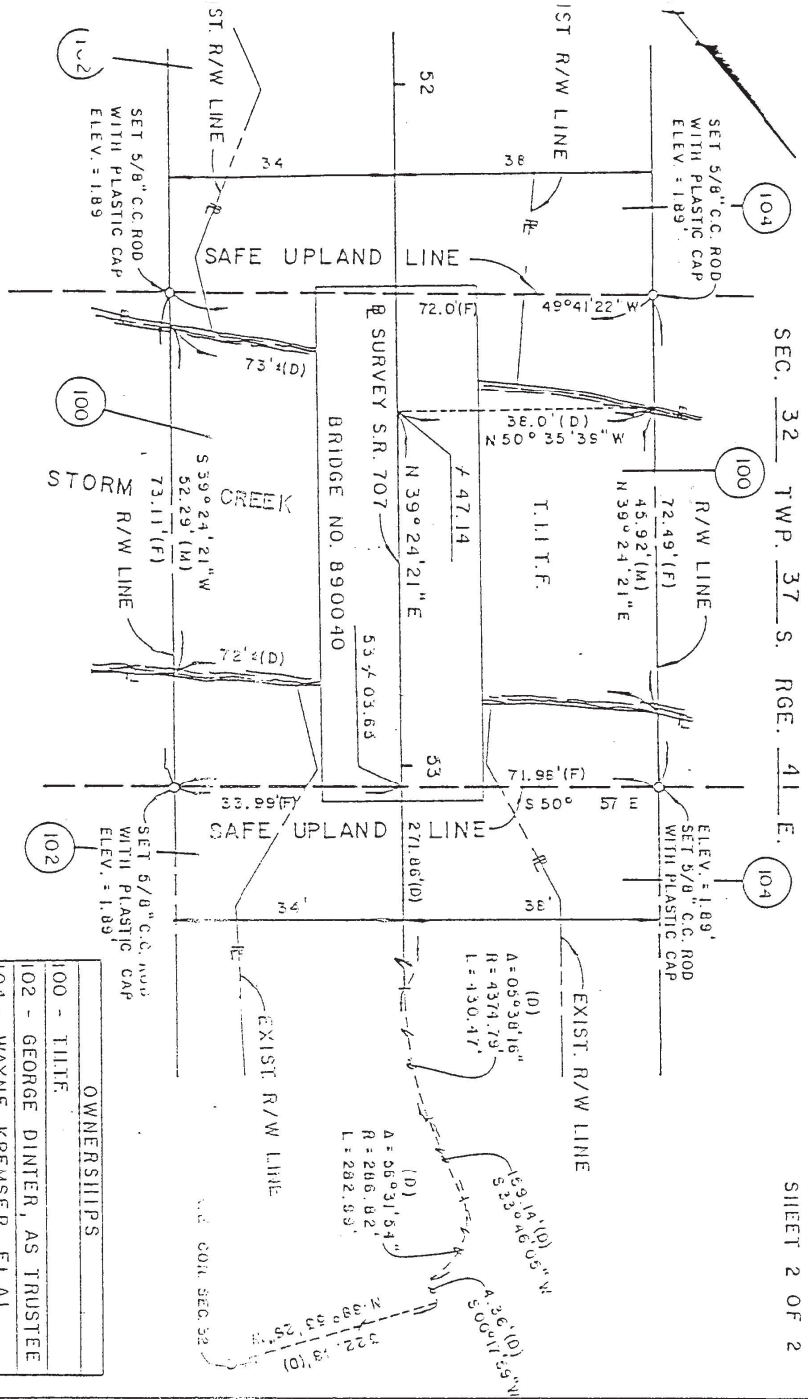
Date: 1 APR 88
 AS OF THE DATE
 OF SURVEY 5 FEB 87

LEGAL DESCRIPTION

The part of the submerged lands sand bars, fills, islands and other lands in Storm Creek in Section 32, Township 37 South, Range 41 East, Merrill County, Florida, said part being more particularly described as follows:

Commence at the Northeast corner of said Section 32; thence N 88° 53' 26" W along the North line of said Section 32 a distance of 322.48 feet; thence S 00° 17' 59" W a distance of 4.36 feet to the beginning of a non-tangent curve concave Southeastwardly having a radius of 286.82 feet and a chord bearing of S 62° 02' 17" W; thence Southwesterly along said curve through a central angle of 56° 31' 54" an arc distance of 282.99 feet to the end of said curve; thence S 33° 46' 05" W a distance of 159.14 feet to the beginning of a tangent curve concave Westerly having a radius of 4374.79 feet; thence Southwesterly along said curve through a central angle of 05° 30' 16" an arc distance of 430.47 feet to the end of said curve; thence S 39° 24' 21" W a distance of 271.86 feet; thence N 50° 35' 39" W a distance of 38.00 feet to the water's edge of Storm Creek and the POINT OF BEGINNING; thence N 39° 24' 21" E a distance of 72.49 feet to a point on the Easterly safe upland line of Storm Creek; thence Southwesterly along said safe upland line of Storm Creek a distance of 79.81 feet; thence S 39° 24' 21" W a distance of 73.11 feet to a point on the Westerly safe upland line of Storm Creek; thence Northwesterly along said upland line of Storm Creek a distance of 7200 feet to the POINT OF BEGINNING.

Containing 5,240 square feet, more or less



OWNERSHIPS
100 - T.I.L.F.
102 - GEORGE DINTER, AS TRUSTEE
104 - WAYNE KREMSER, ET AL.

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 PARCEL SKETCH FROM OFFICIAL RIGHT OF WAY MAP
 OF SECTION 32-37-41E, STATE ROAD 707(A-1A)
 IN MARLIN COUNTY, FLORIDA
 DATED 9/11/80 REVISED
 SHOWING RIGHT OF WAY OR EASEMENT RIGHTS IN
 RELATION TO PROPERTY OF
 SCALE: 1" = 20' DRAWN BY: JSC Date: 1/21/97

I HEREBY CERTIFY: That this Map, consisting of 1 sheet is a true and accurate depiction of a field survey performed for the Florida Department of Transportation, in 1986, by William D. Galasso Florida Registered Land Surveyor No. 4233 survey being shown and certified in the book 1033703. I FURTHER CERTIFY that, to the best of my knowledge and belief, this Map is true and accurate and meets the minimum technical requirements for boundary surveys as set forth in rule 21(H)-6.01 adopted by the Florida board of land surveyors on September 1, 1981

By: Walter K. Kelle
 Registered Land Surveyor No. 3503, State of Florida
 Date: 2-5-87