

This Instrument Prepared By:
Ramsey Jones
Action No. 48039
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42995
BOT FILE NO. 563701866

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 Port Saint Lucie, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

A parcel of sovereignty submerged land in
Section 4, Township 36 South, Range 40 East, in
St. Lucie County, Florida, containing 2,321 square feet, more or less,
as is more particularly described and shown on Attachment A, dated June 21, 2023.

TO HAVE THE USE OF the hereinabove described premises from September 7, 2023, the effective date of this easement, through September 7, 2073, the expiration date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the installation and operation of a new utility line and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit Environmental Resource Permit No. 56-0387619-003-EG, dated March 17, 2023, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

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

3. WARRANTY OF TITLE/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.

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

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

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

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

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

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

City of Port Saint Lucie
121 SW Port Saint Lucie Blvd
Port St Lucie, FL 34984

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

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

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

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

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

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

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantee and the Grantor 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:

Toni Sturtevant 1/18/2023

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Port Saint Lucie (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Shannon M. Martin
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 Shannon M. Martin as Mayor, for and on behalf of City of Port Saint Lucie. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

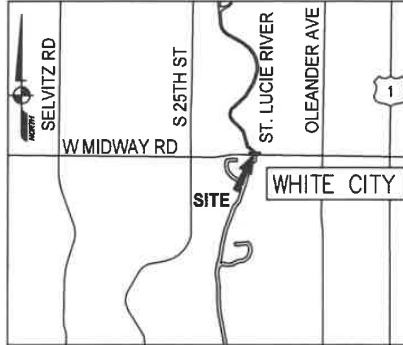
Commission/Serial No. _____

Printed, Typed or Stamped Name

SKETCH AND DESCRIPTION
20 FOOT SOVEREIGN SUBMERGED LAND EASEMENT
 MIDWAY ROAD AT ST. LUCIE RIVER
 SECTION 4, TOWNSHIP 36 SOUTH, RANGE 40 EAST
 ST. LUCIE COUNTY, FLORIDA
NOT A FIELD SURVEY

22-21995

SECTION 4, TOWNSHIP 36 SOUTH, RANGE 40 EAST



COM REVERSED
 SEW Date 8/23/23

NOTE
 ELEVATIONS SHOWN HEREON
 ARE BASED ON THE NORTH
 AMERICAN VERTICAL DATUM OF 1988
 (NAVD 1988)

NOTE: VERTICAL CONVERSION
 FROM (NAVD 1988) TO (NGVD
 1929) IS +1.499

LOCATION SKETCH
 (NOT TO SCALE)

STATE PLANE COORDINATES					
NO.	NORTHING	EASTING	LATITUDE	LONGITUDE	DESCRIPTION
A	1105825.68	869427.19	27.374376°	(-)80.342881°	P.O.C. \square PI STATION 352+28.76 FDOT INSTRUMENT #5081674 ROAD PLAT BOOK 108, PG. 5, SLCR.
B	1105887.07	869505.84	27.374544°	(-)80.342637°	P.O.B. WESTERLY MHWL ST. LUCIE RIVER AT MIDWAY ROAD BRIDGE- NORTH SIDE
C	1105883.57	869622.46	27.374533°	(-)80.342278°	P.O.T. EASTERLY MHWL ST. LUCIE RIVER AT MIDWAY ROAD BRIDGE- NORTH SIDE

LEGAL DESCRIPTION:

A portion of the sovereign lands of the State of Florida that lie within the St. Lucie River, in Section 4, Township 36 South, Range 40 East, St. Lucie County, Florida, being a strip of land 20 foot wide, the centerline of which described as follows:

COMMENCE at the Florida Department of Transportation, (FDOT), Baseline Point of intersection, station. 352+28.76, as recorded and described in Instrument #5081674 Road Plat Book 108, Page 5, St. Lucie County Public Records; thence N 52°01'24" E, 99.78 feet to a point on the Westerly Mean High Water Line of the St Lucie River and the POINT OF BEGINNING; thence S 88°16'40" E, 116.67 feet to the easterly Mean High Water Line. of said St. Lucie River and the POINT OF TERMINATION.

The intention of said description is to extend from the westerly Mean High Water Line to the easterly Mean High Water Line of said St. Lucie River, side lines of which to shorten or extend to form a 20 foot continuous strip of land.

Said lands situate in St. Lucie County, Florida and containing 2,321 square feet (0.0535 acres) more or less.

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 2506 SE WILLOUGHBY BOULEVARD
 STUART, FLORIDA 34994
 (772) 781-6266 / www.AVIROMSURVEY.com
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JOB #:	10707-1
SCALE:	N/A
DATE:	6/21/2023
BY:	J.S.T.
CHECKED:	D.A.H.
F.B. S-113 PG.	25-26
SHEET:	1 OF 3

SKETCH AND DESCRIPTION
20 FOOT SOVEREIGN SUBMERGED LAND EASEMENT
MIDWAY ROAD AT ST. LUCIE RIVER
SECTION 4, TOWNSHIP 36 SOUTH, RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA
NOT A FIELD SURVEY

22-21995

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings and Coordinates shown hereon are referenced to Grid North, based on the 2018 Adjustment of the North American Datum of 1983 (NAD 83/2018, Epoch 2010.00), of the Florida State Plane Coordinate System (Transverse Mercator Projection), East Zone.
5. Benchmark Description: Florida Department of Transportation Brass Disk "BM-2" Elevation 2.33 feet (NAVD 1988)
6. The determination of the mean high water line of (-)0.13 was obtained using Land Boundary Information Systems LABINS.com on 06/27/2023 using tide interpolation point 925, St. Lucie County, Quad: Ankona.
7. Data shown hereon was compiled from instrument(s) of record and does not constitute a Boundary Survey.
8. This survey is not a Mean High Water Survey and should not be relied upon as such. The purpose of this survey is to provide a legal description of the subject property in accordance with the Florida Statutes and applicable case law.
9. Proposed route was provided by the client.
10. Abbreviation Legend: \perp = Baseline; \odot = Centerline; EL: Elevation; F.D.O.T. = Florida Department of Transportation; L.B. = Licensed Business; M.H.W.L. = Mean High Water Line; NAD = North American Datum; NAVD = North American Vertical Datum; P.B. = Plat Book; PI = Point of Intersection; P.L.S. = Professional Land Surveyor; PG. = Page; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; R/W = Right-of-Way; S.L.C.R. = St. Lucie County Records; W/ With.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Legal Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Legal Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

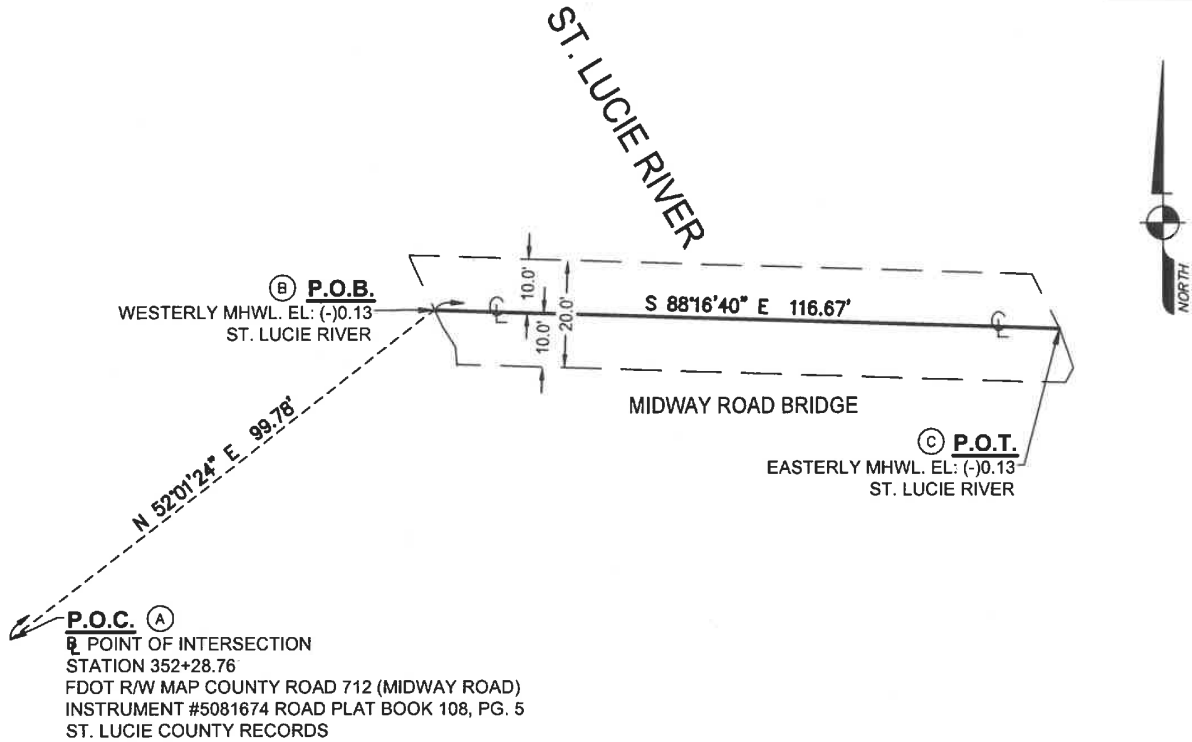
Michael D. Digitally signed by
Michael D. Aviom, PLS
Date: 2023.06.29
09:35:39 -04'00'
Aviom, PLS

MICHAEL D. AVIROM, P.L.S.
Florida Registration No. 3268
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

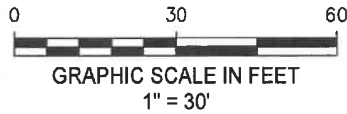
<p>REVISIONS</p> <table border="1" style="width: 100%; height: 100px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>									 <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 2506 SE WILLOUGHBY BOULEVARD STUART, FLORIDA 34994 (772) 781-6266 / www.AVIROMSURVEY.com <small>© 2023 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>JOB #:</td><td>10707-1</td></tr> <tr><td>SCALE:</td><td>N/A</td></tr> <tr><td>DATE:</td><td>6/21/2023</td></tr> <tr><td>BY:</td><td>J.S.T.</td></tr> <tr><td>CHECKED:</td><td>D.A.H.</td></tr> <tr><td>F.B. S-113 PG.</td><td>25-26</td></tr> <tr><td>SHEET:</td><td>2 OF 3</td></tr> </table>	JOB #:	10707-1	SCALE:	N/A	DATE:	6/21/2023	BY:	J.S.T.	CHECKED:	D.A.H.	F.B. S-113 PG.	25-26	SHEET:	2 OF 3
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F.B. S-113 PG.	25-26
SHEET:	3 OF 3