

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 49066
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. 43035
BOT FILE NO. 270368013
PA NO. 27-0434319-002-EE

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 Hernando County, Florida, 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 06,
Township 23 South, Range 17 East, in Jenkins Creek,
Hernando County, Florida, containing 580 square feet, more or less,
as is more particularly described and shown on Attachment A, dated March 12, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from April 1, 2024, the effective 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 replacement of existing pedestrian foot bridge 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 Exemption No. 27-0434319-002-EE, dated May 25, 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:

Hernando County, Florida
Board of County Commissioners
16161 Flight Path Drive
Brooksville, Florida 34604

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 Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

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

"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 7/25/2024

DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

Hernando County, Florida,

By its Board of County Commissioners (SEAL)

BY: _____

Original Signature of Executing Authority

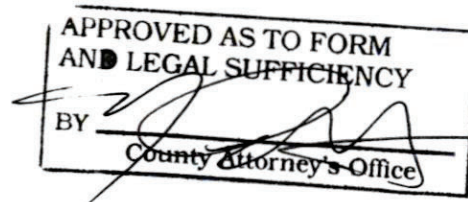
Elizabeth Narverud

Typed/Printed Name of Executing Authority

Chair

Title of Executing Authority

"GRANTEE"



The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Elizabeth Narverud as Chair, for and on behalf of Board of County Commissioners of Hernando County, Florida. She is personally known to me or who has produced _____, as identification.

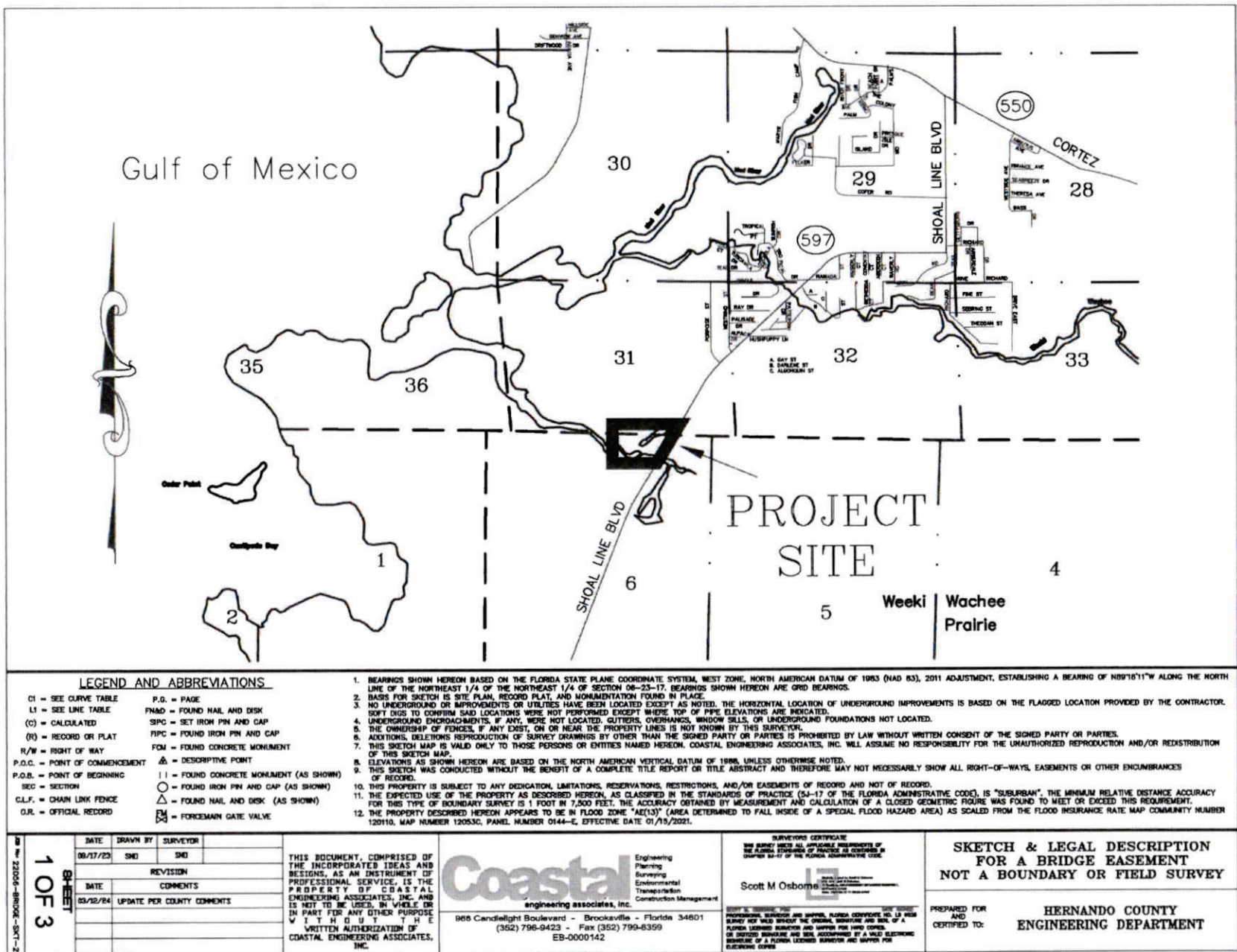
My Commission Expires:

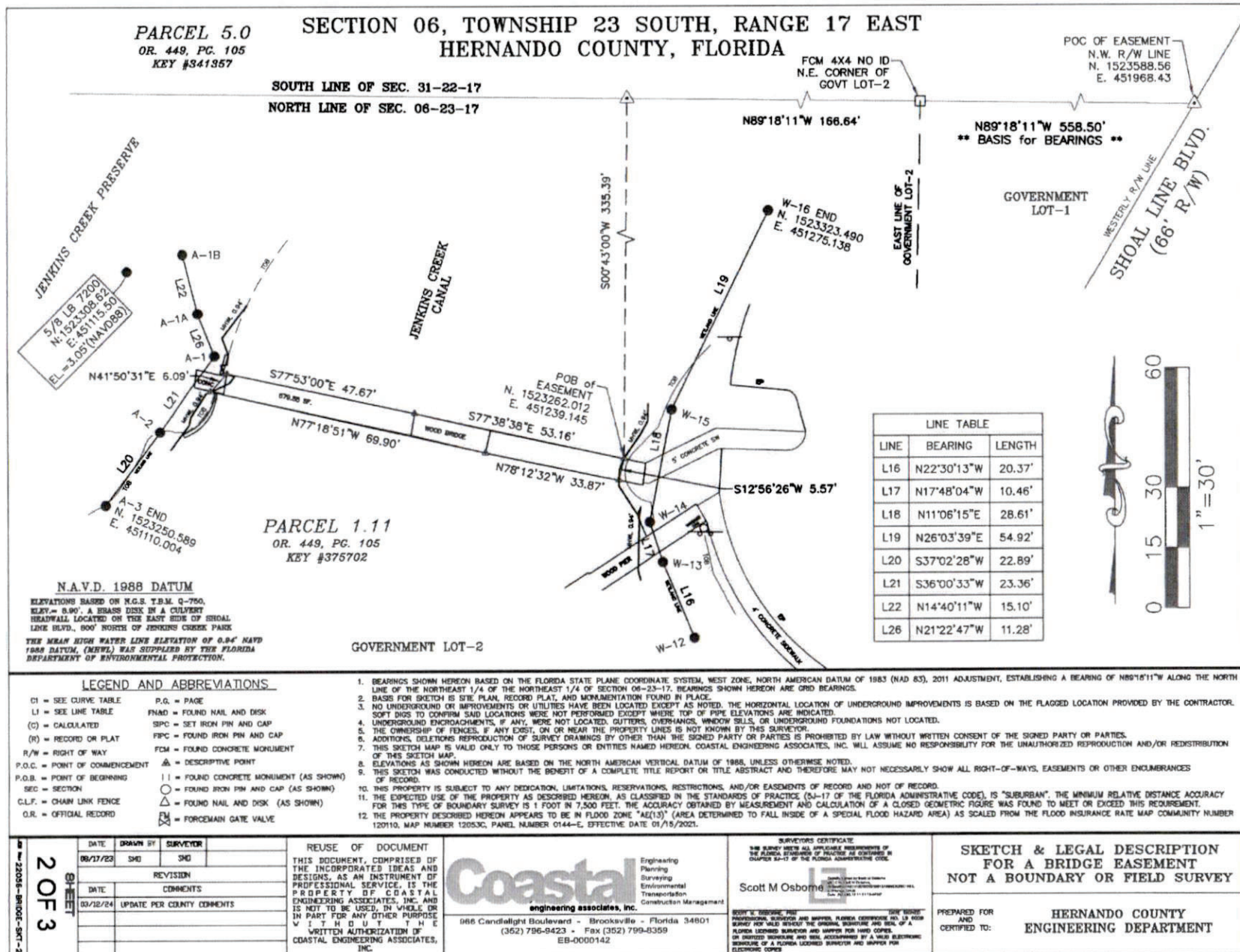
Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name





**SECTION 06, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA**

LEGAL DESCRIPTION OF BRIDGE EASEMENT

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

A PARCEL OF LAND LYING WITHIN THE JENKINS CREEK PRESERVE IN SECTION 06, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF SHOAL LINE BOULEVARD AND THE NORTH BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG THE NORTH LINE OF SAID SECTION 6, RUN N89°18'11"W, 558.50 FEET TO THE EAST BOUNDARY LINE OF GOVERNMENT LOT-2; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 6, N89°18'11"W, 166.64 FEET; THENCE LEAVING THE NORTH LINE OF SAID SECTION 6, RUN S00°43'00"W, 335.39 FEET TO A POINT ON THE MEAN HIGH WATER LINE AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE POINT OF BEGINNING; THENCE S12°56'26"W, 5.57 FEET TO A POINT ON THE SAID MEAN HIGH WATER LINE; THENCE LEAVING SAID MEAN HIGH WATER LINE, RUN N78°12'32"W, 33.87 FEET; THENCE N77°18'51"W, 69.90 FEET TO A POINT ON THE SAID MEAN HIGH WATER LINE; THENCE LEAVING SAID MEAN HIGH WATER LINE, RUN N41°50'31"E, 6.09 FEET TO A POINT ON THE SAID MEAN HIGH WATER LINE; THENCE LEAVING SAID MEAN HIGH WATER LINE, RUN S77°53'00"E, 47.67 FEET; THENCE S77°38'38"E, 53.16 FEET TO A POINT ON THE SAID MEAN HIGH WATER LINE, AND THE POINT OF BEGINNING.

CONTAINING 579.55 S.F. MORE OR LESS

DOM REV 3/12/24

LEGEND AND ABBREVIATIONS

C1 = SEE CURVE TABLE
C2 = SEE CURVE TABLE
C3 = SEE CURVE TABLE
(C) = CALCULATED
(R) = RECORD OR PLAT
R/W = RIGHT OF WAY
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
C.L.F. = CHAIN LINK FENCE
O.R. = OFFICIAL RECORD

P.D. = PAGE
F.M.D. = FOUND NAIL AND DISK
S.P.C. = SET IRON PIN AND CAP
F.P.C. = FOUND IRON PIN AND CAP
F.C.M. = FOUND CONCRETE MONUMENT
Δ = DESCRIPTIVE POINT
□ = FOUND CONCRETE MONUMENT (AS SHOWN)
○ = FOUND IRON PIN AND CAP (AS SHOWN)
△ = FOUND NAIL AND DISK (AS SHOWN)
⊠ = FORCEMAIN DATE VALUE

- BEARINGS SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, ESTABLISHING A BEARING OF N89°18'11"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 06-23-17, BEARINGS SHOWN HEREON ARE GRID BEARINGS.
- RAISE FOR SECTION IS SET PLAT, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
- NO UNDERGROUND OR IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR.
- UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS OR UNDERGROUND FOUNDATIONS NOT LOCATED.
- THE OWNERSHIP OF RECORDS, IF ANY, EXIST, OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
- ADDITIONS, DELETIONS REPRODUCTION OF SURVEY DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
- THIS SECTION MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SECTION MAP.
- ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
- THIS SECTION WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
- THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
- THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (S&P-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
- THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "AE(1)" (AREA DETERMINED TO FALL INSIDE OF A SPECIAL FLOOD HAZARD AREA) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12033C, PANEL NUMBER 0144-E, EFFECTIVE DATE 01/15/2021.

3 OF 3 SHEET	DATE 03/12/24	DRAWN BY SD	DATE 03/12/24	REVISION UPDATE PER COUNTY COMMENTS	REUSE OF DOCUMENT THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.	 Engineering Planning Surveying Environmental Transportation Construction Management 980 Candlelight Boulevard - Brooksville - Florida 34601 (852) 798-0423 - Fax (852) 798-0350 EB-0000142	SURVEYORS CERTIFICATE I, SCOTT M. OSBORNE, A PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA, LICENSE NO. 120110, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF THIS PROJECT. Scott M Osborne State of Florida Professional Surveyor License No. 120110	SKETCH & LEGAL DESCRIPTION FOR A BRIDGE EASEMENT NOT A BOUNDARY OR FIELD SURVEY PREPARED FOR AND CERTIFIED TO: HERNANDO COUNTY ENGINEERING DEPARTMENT