



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

March 20, 2019

City of Naples, Florida
Attn: Mr. Gregg Strakaluse
295 Riverside Circle
Naples, FL 34102

BOT No. 110242805, Easement No. 42246
Grantee: City Of Naples, Florida

Dear Mr. Strakaluse:

Enclosed is a fully executed **original** easement for your records. The **original** easement, at the option of the Grantee, may be recorded in the official records of the county where the easement site is located.

If the billing agent, phone number, or fax number change, or there is a change in the grantee's tax status, please notify the BUREAU OF PUBLIC LAND ADMINISTRATION'S ACCOUNTING SECTION in writing within 30 days of the date of any change.

Any future correspondence or inquiries should be directed to this office, at the letterhead address above or at (850) 245-2758. Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg
Enclosure

cc: File

This Instrument Prepared By:
Tiana D. Brown
Action No. 39484
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. 42246
BOT FILE NO. 110242805
PA NO. 180703-667

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 Naples, Florida, 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 Section 04,
Township 50 South, Range 25 East, in Gulf of Mexico,
Collier County, Florida, as is more particularly described
and shown on Attachment A, dated October 4, 2018.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from December 21, 2018, 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 a public stormwater conveyance improvement project and Grantee shall not engage in any activity related to this use except as described in the South Florida Water Management District Individual Environmental Resource Permit No. 11-100825-P, dated December 21, 2018, 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/GUARANTEED 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 Naples, Florida
Attention: Gregg R. Strakaluse
295 Riverside Circle
Naples, Florida 34102

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(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.

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

WITNESSES:

[Handwritten Signature]
Original Signature

TERRI D. GROSS
Print/Type Name of Witness

[Handwritten Signature]
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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of March, 2019, 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 AS SUBJECT TO PROPER EXECUTION:

[Handwritten Signature]
DEP Attorney
3/5/2019
Date

[Handwritten Signature]
Notary Public, State of Florida

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

WITNESSES:

Karla Gibbs
Original Signature

Karla Gibbs
Typed/Printed Name of Witness

Vicki L Smith
Original Signature

VICKI L. SMITH
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF COLLIER

City of Naples, Florida (SEAL)

BY: Bill Barnett
Original Signature of Executing Authority

Bill Barnett
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

“GRANTEE”

The foregoing instrument was acknowledged before me this 11th day of MARCH, 2019, by Bill Barnett as Mayor, for and on behalf of City of Naples, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:
4/24/2020

Commission/Serial No. 956667

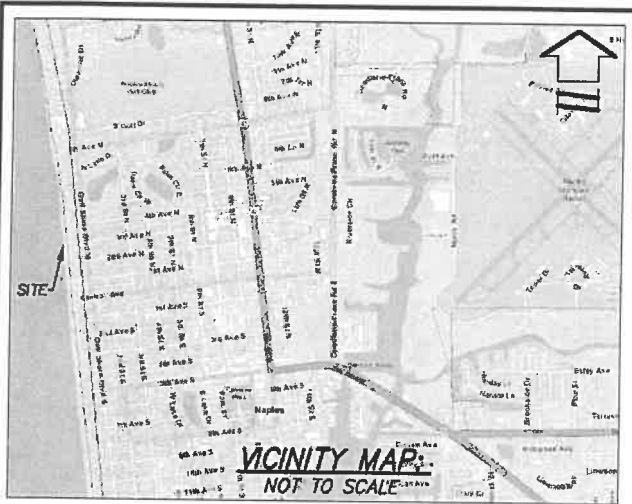
Vicki L Smith
Notary Public, State of FLORIDA

Printed, Typed or Stamped Name

Approved as to form and legality.

By James D. Fox
James D. Fox, City Attorney





LEGAL DESCRIPTION:

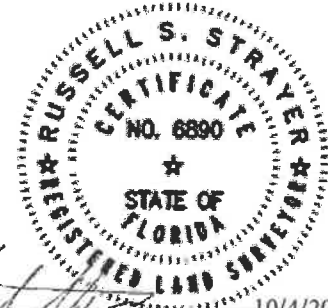
A SOVEREIGN SUBMERGED LAND EASEMENT LYING ADJACENT TO SECTION 4, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; BEING THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCE AT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL MONUMENT #T-67, AS DESCRIBED IN EROSION CONTROL LINE BOOK 1, PAGE 54-64, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE N20°15'03"W, A DISTANCE OF 403.18 FEET TO SAID EROSION CONTROL LINE FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EROSION CONTROL LINE, S83°00'41"W, A DISTANCE OF 54.02 FEET; THENCE S73°20'20"W, A DISTANCE OF 271.16 FEET; THENCE S68°02'17"W, A DISTANCE OF 661.39 FEET; THENCE N21°57'08"W, A DISTANCE OF 120.00 FEET; THENCE N68°02'16"E, A DISTANCE OF 621.42 FEET; THENCE N83°00'41"E, A DISTANCE OF 336.98 FEET; THENCE N83°00'41"E, A DISTANCE OF 55.01 FEET TO SAID EROSION CONTROL LINE; THENCE S05°21'31"E, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 30.98 FEET; THENCE S06°38'14"E, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 29.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 106,048.75 SQUARE FEET OR 2.43 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.



[Signature]
 RUSSELL S. STRAYER
 PROFESSIONAL SURVEYOR & MAPPER
 LICENSE NUMBER LS 6890
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

10/4/2018
 DATE

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SHEET 1 OF 2

SKETCH OF DESCRIPTION OF:

A SOVEREIGN SUBMERGED LAND EASEMENT FOR THE NAPLES BEACH RESTORATION AND WATER QUALITY IMPROVEMENT PROJECT

SECTION 4, TOWNSHIP 50 SOUTH, RANGE 25 EAST
 COLLIER COUNTY FLORIDA



Dewberry

2201 CANTU COURT SUITE 107
 SARASOTA, FLORIDA 34232
 PHONE: 941.702.9686
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

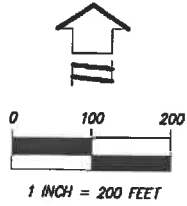
CERTIFIED TO:

ERICKSON CONSULTING ENGINEERS
 CITY OF NAPLES
 BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT FUND

DATE: 10/04/18
 REV DATE:
 SCALE 1" = N/A

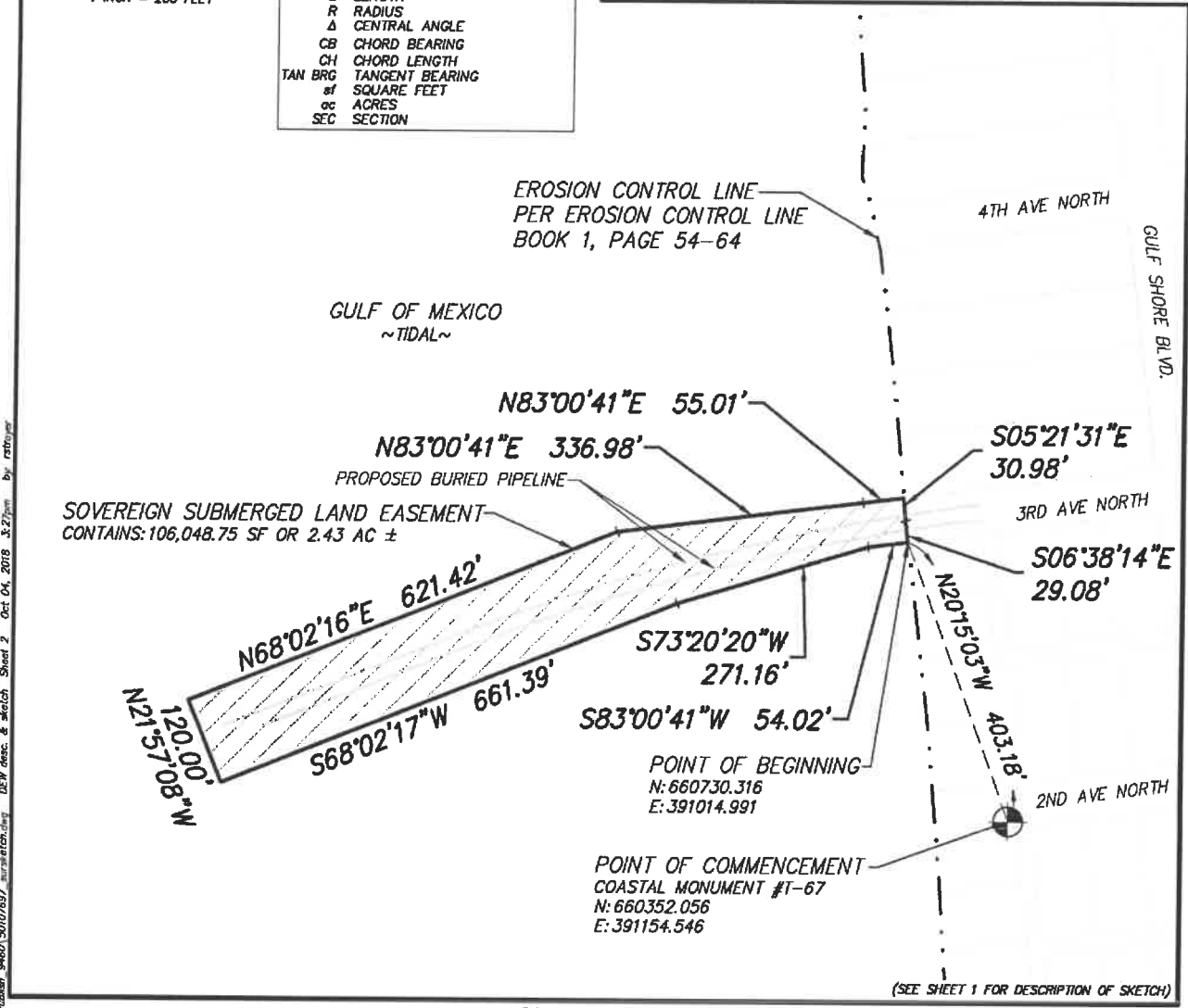
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 CHECKED BY: MF

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 DEW desc. & sketch Sheet 1 Oct 04 2018 3:27pm by: rstrayer



LEGEND:


| | |
|---------|----------------------------|
| — — | LINE BREAK |
| POC | POINT ON A CURVE |
| PC | POINT OF CURVATURE |
| PRC | POINT OF REVERSE CURVATURE |
| PT | POINT OF TANGENCY |
| R/W | RIGHT OF WAY |
| OR | OFFICIAL RECORDS BOOK |
| PG | PAGE |
| L | LENGTH |
| R | RADIUS |
| Δ | CENTRAL ANGLE |
| CB | CHORD BEARING |
| CH | CHORD LENGTH |
| TAN BRG | TANGENT BEARING |
| sf | SQUARE FEET |
| ac | ACRES |
| SEC | SECTION |



SHEET 2 OF 2

SKETCH OF DESCRIPTION OF:
A SOVEREIGN SUBMERGED LAND EASEMENT FOR THE NAPLES BEACH RESTORATION AND WATER QUALITY IMPROVEMENT PROJECT

SECTION 4, TOWNSHIP 50 SOUTH, RANGE 25 EAST
 COLLIER COUNTY FLORIDA



Dewberry

2201 CANTU COURT SUITE 107
 SARASOTA, FLORIDA 34232
 PHONE: 941.702.9686
 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

CERTIFIED TO:

ERICKSON CONSULTING ENGINEERS
 CITY OF NAPLES
 BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT FUND

DATE: 10/04/18
 REV DATE:
 SCALE 1" = N/A

PROJ: 50107697
 DRAWN BY: RSS
 CHECKED BY: MF

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