

This Instrument Prepared By:  
Lisa-Marie Raulerson  
Action No. 48924  
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

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43001  
BOT FILE NO. 520367323  
PA NO. 52-0435390-003-EI

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 Clearwater, Florida d/b/a Clearwater Gas System, 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 22, Township 28 South, Range 15 East, in Cedar Creek, Pinellas County, Florida, containing 375 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 30, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from December 12, 2023, 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 natural gas pipeline 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 Consolidated Environmental Resource Permit No. 52-0435390-003-EI, dated November 1, 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 Clearwater, Florida  
d/b/a Clearwater Gas System  
777 Maple Street  
Clearwater, Florida 33755

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                      7/28/2024

DEP Attorney    Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Bruce Rector  
Mayor

By: \_\_\_\_\_  
Jennifer Poirrier  
City Manager

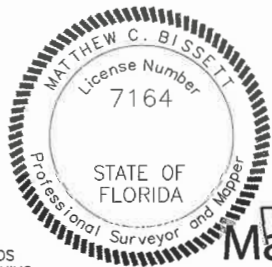
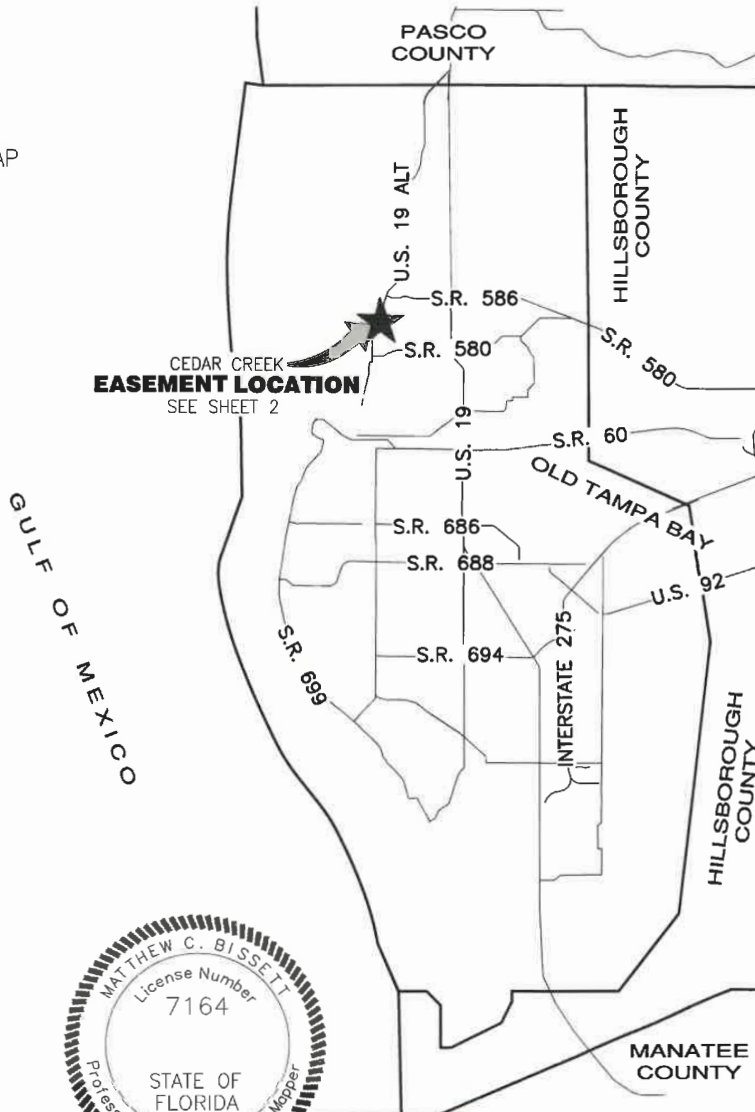
Approved as to form:

Attest:

\_\_\_\_\_  
Michael Fuino  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

**PINELLAS COUNTY, FLORIDA**  
SECTION 22, TWP. 28 S, RNG. 15 E



**LEGEND**

- = BASELINE
- = CENTERLINE
- = OFFICIAL RECORDS
- = POINT OF BEGINNING
- = POINT OF COMMENCEMENT
- = SECTION
- = TOWNSHIP
- = RANGE
- = RIGHT OF WAY
- = NOT TO SCALE
- = PROPOSED 5' EASEMENT
- = 0.009 ACRE (375 SQUARE FEET)

Digitally signed  
by Matthew C.  
Bissett  
Date: 2024.04.30  
21:14:23 -04'00'

MATTHEW C. BISSETT  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NUMBER PSM 7164

**ATWELL**  
WWW.ATWELL-GROUP.COM  
8725 PENDERY PLACE, SUITE 101  
BRADENTON, FLORIDA 34201  
941.379.8400  
CERTIFICATE OF AUTHORIZATION NUMBER LB7832

SHEET# 2024.04.30 - 11:24 AM - 3:22 PM | FILENAME: K:\23000030-SSL\REV\DWG\SSL\REV\23000030-SSL-001.DWG\001

PIPELINE, STATION, OR ACCOUNT NUMBER	SCALE 1"=30'	CONST. YR.	
FILENUMBER 23000030-SSL-001.DWG	DRAWN RWM	DATE 4/11/24	
REV. NO. - DESCRIPTION	BY	DATE	APP.
A ISSUE FOR REVIEW	ATW	07/10/23	MCB
B REVISE EASEMENT AREA	JEB	08/23/23	MCB

SKETCH OF EASEMENT  
WITH DESCRIPTION AT  
CEDAR CREEK IN  
PINELLAS COUNTY, FLORIDA

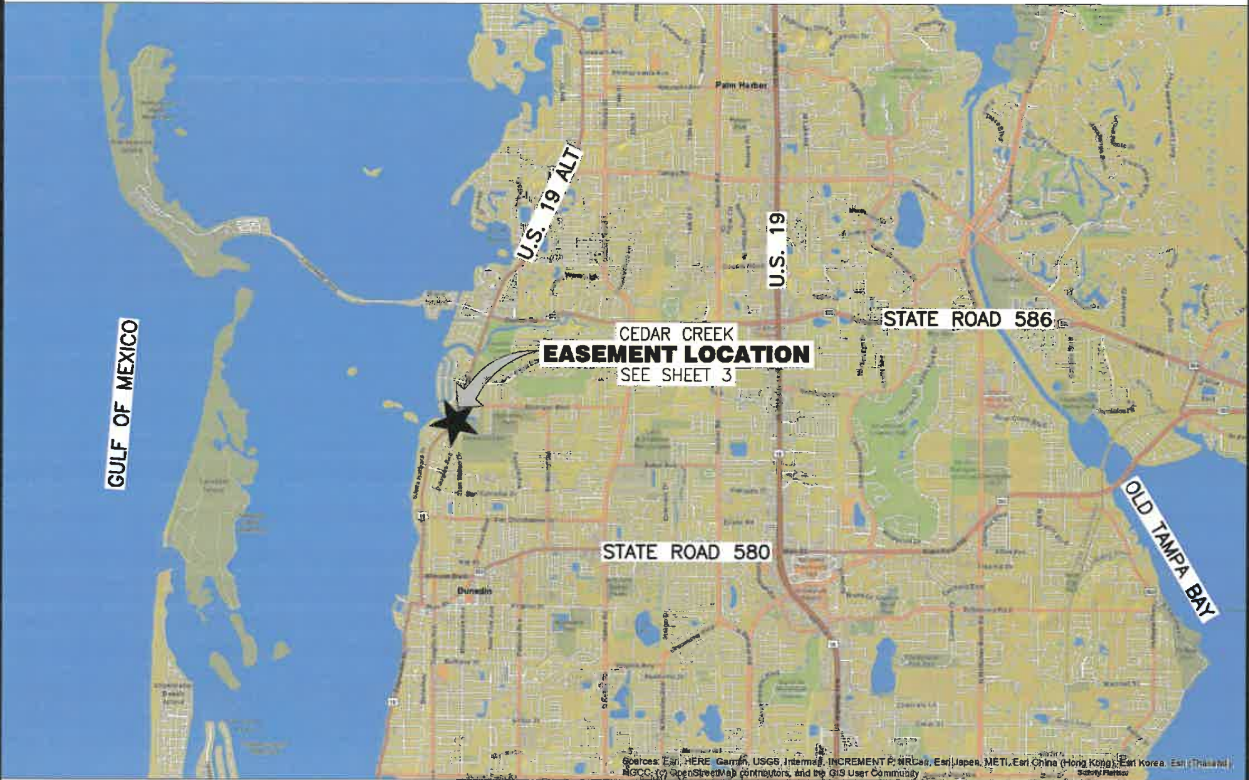
PROJECT NO. 23000030
PREVIOUS DWG. NO.
SHT. OF
DWG. NO. CEDAR_CREEK_SSL
SHT. 1 OF 4

ATW# 23000030-SSL-001

**PINELLAS COUNTY, FLORIDA**  
SECTION 22, TWP. 28 S, RNG. 15 E



LOCATION MAP  
(N.T.S.)



**LEGEND**

- = BASELINE
- = CENTERLINE
- = OFFICIAL RECORDS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
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- R/W = RIGHT OF WAY
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- ▭ = PROPOSED 5' EASEMENT  
0.009 ACRE (375 SQUARE FEET)

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CERTIFICATE OF AUTHORIZATION NUMBER LB7832

S:\MEB\B\BARTILA.DWG - Aug 11, 24 - 3:27 PM | E:\P\H\K\23000030-CEDAR CREEK SURVEY\DWG\SSL-001.DWG/2024

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=30'	CONST. YR.	
FILENUMBER	CADD FILENAME	DRAWN RWM	DATE 4/11/24	
REV. NO. - DESCRIPTION	BY	DATE	APP.	
A ISSUE FOR REVIEW	ATW	07/10/23	MCB	
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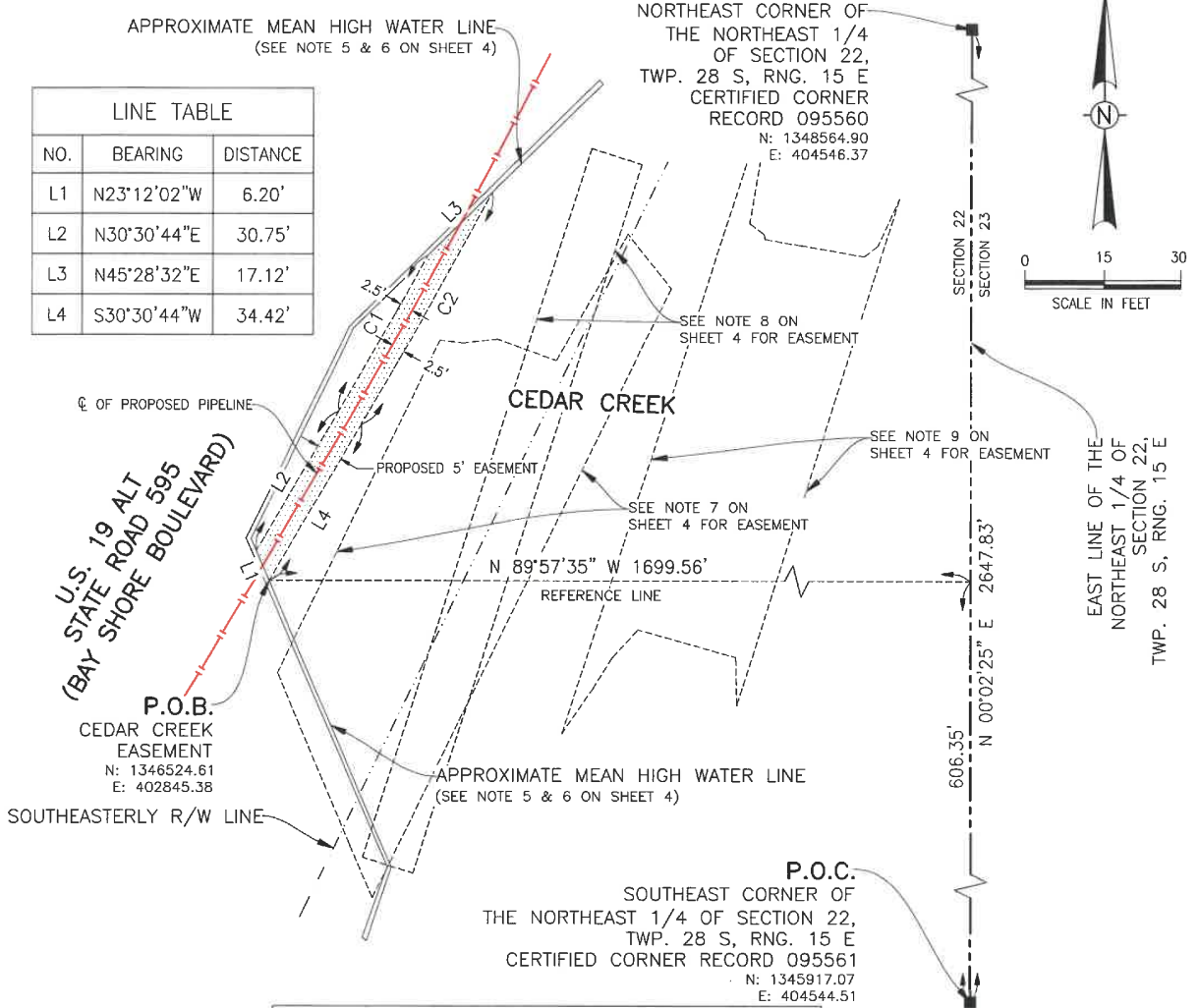
SKETCH OF EASEMENT  
WITH DESCRIPTION AT  
CEDAR CREEK IN  
PINELLAS COUNTY, FLORIDA

PROJECT NO. 23000030
PREVIOUS DWG. NO.
SHT. OF
DWG. NO. CEDAR_CREEK_SSL
SHT. 2 OF 4

ATW# 23000030-SSL-001

**PINELLAS COUNTY, FLORIDA**  
SECTION 22, TWP. 28 S, RNG. 15 E

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N23°12'02"W	6.20'
L2	N30°30'44"E	30.75'
L3	N45°28'32"E	17.12'
L4	S30°30'44"W	34.42'



CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1197.50'	001°37'52"	34.09'	34.09'	N29°41'48"E
C2	1202.50'	002°24'45"	50.64'	50.63'	S29°18'21"W

**LEGEND**

- BL = BASELINE
- C = CENTERLINE
- O.R. = OFFICIAL RECORDS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- R/W = RIGHT OF WAY
- N.T.S. = NOT TO SCALE
- [Symbol] = PROPOSED 5' EASEMENT  
0.009 ACRE (375 SQUARE FEET)

NOT A FIELD SURVEY.

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 941.379.8400  
 CERTIFICATE OF AUTHORIZATION NUMBER LB7832

PIPELINE, STATION, OR ACCOUNT NUMBER	SCALE 1"=30'	CONST. YR.
FILENUMBER 23000030-SSL-001.DWG	CADD FILENAME 23000030-SSL-001.DWG	DATE 4/11/24
REV. NO. - DESCRIPTION	BY	DATE
A ISSUE FOR REVIEW	ATW	07/10/23
B REVISE EASEMENT AREA	JEB	08/23/23

SKETCH OF EASEMENT  
WITH DESCRIPTION AT  
CEDAR CREEK IN  
PINELLAS COUNTY, FLORIDA

PROJECT NO. 23000030
PREVIOUS DWG. NO.
SHT. OF DWG. NO. CEDAR_CREEK_SSL
SHT. 3 OF 4

ATW# 23000030-SSL-001

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**PINELLAS COUNTY, FLORIDA**

DESCRIPTION

SECTION 22, TWP. 28 S, RNG. 15 E

**5' WIDE CEDAR CREEK EASEMENT**

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA, LYING IN AND BEING A PART OF SECTION 22 TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, (WITH ALL BEARINGS, DISTANCES AND COORDINATES, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, IN U.S. FEET (GRID) AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, BEING N 00°02'25" E): COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST CORNER OF SAID SECTION 22; THENCE N 00°02'25" E, ALONG THE EAST LINE THEREOF, 606.35 FEET; THENCE N 89°57'35" W 1699.56 FEET TO THE MEAN HIGH WATER LINE LYING ON THE SOUTHERLY SIDE OF CEDAR CREEK, SAME BEING THE POINT OF BEGINNING; THENCE N 23°12'02" W, ALONG SAID MEAN HIGH WATER LINE, 6.20 FEET; THENCE N 30°30'44" E 30.75 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 34.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1197.50 FEET AND A CENTRAL ANGLE OF 01°37'52" (CHORD BEARING N 29°41'48" E 34.09 FEET) TO THE MEAN HIGH WATER LINE LYING ON THE NORTHERLY SIDE OF CEDAR CREEK; THENCE N 45°28'32" E, ALONG SAID MEAN HIGH WATER LINE, 17.12 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY, 50.64 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1202.50 FEET AND A CENTRAL ANGLE OF 02°24'45" (CHORD BEARING S 29°18'21" W 50.63 FEET) TO A POINT OF TANGENCY; THENCE S 30°30'44" W 34.42 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.009 ACRE (375 SQUARE FEET), MORE OR LESS.

**BSM REVIEWED**  
*Bl. Swil* Date 9/21/23

NOTES:

- ALL BEARINGS, DISTANCES AND COORDINATES, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, IN U.S. FEET (GRID) AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, BEING N 00°02'25" E
- PRIMARY HORIZONTAL CONTROL POINT USED AS FOLLOWS:  
PINELLAS COUNTY GEODETIC CONTROL POINT:  
NGS DESIGNATION: SAN JOSE K  
NGS PID: AL0340  
NAD 83 (2011) EPOCH 2010.000  
LATITUDE: 28°02'05.71774" N  
LONGITUDE: 82°47'08.90964" W  
FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, U.S. SURVEY FEET:  
NORTHING: 1,346,237.36  
EASTING: 402,958.57
- THIS SKETCH OF EASEMENT WITH DESCRIPTION IS NOT A FIELD SURVEY OR A BOUNDARY SURVEY; NOR IS IT A MEAN HIGH WATER LINE SURVEY.
- THIS SKETCH OF EASEMENT WITH DESCRIPTION WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO RULES 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE.
- THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON SHEET 3 OF 4 IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.
- MEAN HIGH WATER (MHW) TIDAL DATUM ELEVATIONS OBTAINED FROM THE NATIONAL OCEANIC SERVICE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION:  
STATION ID: 8726761  
NAME: DUNEDIN CITY DOCK, FL  
TIDAL EPOCH: 1983-2001  
ELEVATIONS REFERRED TO MEAN LOWER LOW WATER (MLLW):  
MHW = 2.53 FEET (0.770 METER)  
NAVD88 = 1.75 FEET (0.533 METERS)  
MLLW = 0.00 FEET (0.000 METERS)  
ELEVATIONS REFERRED TO NAVD88:  
MHW = 0.78 FEET  
NAVD88 = 0.00 FEET  
MLLW = -1.75 FEET
- EASEMENT FOR THE INSTALLATION OF A SUBAQUEOUS WATER MAIN AND THE DREDGING THEREOF.
- EASEMENT NO. 26242 (3182) GRANTED TO GENERAL TELEPHONE COMPANY OF FLORIDA FOR A SUBAQUEOUS UTILITY PIPE. CEDAR CREEK EASEMENT.
- SOVEREIGNTY SUBMERGED LANDS EASEMENT #00261 (4117) GRANTED TO PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS FOR A PERIOD OF 50 YRS FROM 7-23-1991. A PUBLIC BICYCLE & WALKING TRAIL ACROSS CEDAR CREEK.



**ATWELL**

WWW.ATWELL-GROUP.COM

8725 PENDER PLACE, SUITE 101

BRADENTON, FLORIDA 34201

941.379.8400

CERTIFICATE OF AUTHORIZATION NUMBER LB7832

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PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE	CONST. YR.		PROJECT NO. 23000030
FILENUMBER		N/A			
CADD FILENAME		DRAWN	DATE		PREVIOUS DWG. NO.
23000030-SSL-001.DWG		RWM	9/11/23		
REV. NO.	DESCRIPTION	BY	DATE	APP.	SHT. OF DWG. NO. CEDAR_CREEK_SSL SHT. 4 OF 4
A	ISSUE FOR REVIEW	ATW	07/10/23	MCB	
B	REVISE EASEMENT AREA	JEB	08/23/23	MCB	B

SKETCH OF EASEMENT  
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ATW# 23000030-SSL-001