

This Instrument Prepared By:
Tiana D. Brown
Action No. 31100
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
MODIFICATION TO CHANGE DESCRIPTION OF USE

EASEMENT NO. 41345
BOT FILE NO. 520235813

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, 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 03, Township 29 South, Range 15 East, in Stevenson Creek, Pinellas County, Florida, as is more particularly described and shown on Attachment A, dated May 18, 2011.

TO HAVE THE USE OF the hereinabove described premises from October 13, 2016, the effective date of this modified easement, through August 10, 2061, the expiration date of this modified easement. The terms and conditions on and for which this modified easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the existing bridge, the existing sanitary force main, a conduit containing a fiber optic cable, and the reclaimed water pipeline at Douglas Avenue. 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. INDEMNIFICATION/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
Attention: Mr. James Benwell
100 South Myrtle Avenue
Clearwater, Florida 33756

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:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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

Original Signature

Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, 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:

Benjamin M. Medina

12/15/2016

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Clearwater, Florida (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

George N. Cretekos

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 this _____ day of _____, 20____, by George N. Cretekos as Mayor, for and on behalf of City of Clearwater, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

SURVEYOR'S REPORT:

SPECIFIC PURPOSE SURVEY

The intent of this legal and sketch is to show the easement area necessary at the City of Clearwater Bridge crossing Stevenson's Creek.

INDEX OF SURVEY

- See sheet 1 for report.
 - See sheet 2 for vicinity map.
 - See sheet 3 for map of survey.
 - See sheet 4 for utility locations.
- The map and report are not full and complete without the other.

DESCRIPTION OF EASEMENT AREA:

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

Commence at the Northeasterly corner of Lot 10 as Platted in the Fairmont Plat Book 9, Page 85 as recorded in the Public Records of Pinellas County, FL; thence run N64°57'40"E a distance of 420.08 feet to a point on the SAFE UPLAND ELEVATION LINE located on the southerly side of Stevenson's Creek and a Point of Beginning; thence N 39°16' 52" E a distance of 129.61 feet to a point on the SAFE UPLAND ELEVATION LINE located on the northerly side of Stevenson's Creek ; thence N53°27'06"W along the SAFE UPLAND ELEVATION LINE 129.21 feet; thence S 39° 16' 52" W a distance of 129.61 feet to a point on the SAFE UPLAND ELEVATION LINE on the southerly side of said Stevenson's Creek; thence S53°27'06"E along the SAFE UPLAND ELEVATION LINE 129.21 feet to the point of beginning; Containing .384 acres, more or less.

DATA SOURCES:

1. The Horizontal Control was based on a survey prepared for the City of Clearwater named "Clearwater Harbor Reclaimed Water System" dated October, 2010 by McKim & Creed..
2. This legal and sketch were prepared based on information from a field survey prepared by the City of Clearwater Survey Division.
3. Benchmark utilized were City of Clearwater Bench Mark # H-7, Elevation = 13.1165, N.G.V.D. 1988

LIMITATIONS:

1. Use of this survey by anyone other than those prepared for/certified to, will be the re-users sole risk without liability to the surveyor.
2. There may be additional easements and/or restrictions affecting this property that may be found in the public records of this county.
3. Printed dimensions shown on the survey supersede scaled dimensions. There may be items drawn out of scale to graphically show their location.
4. Last date of fieldwork 11/09/11.
5. The Safe Upland Elevation Line of 1.30 feet, North American Vertical Datum, 1988, was obtained from Lamar Evers, Florida Department of Environmental Protection Bureau of Survey and Mapping, 3900 Commonwealth Blvd., Tallahassee, Florida .
6. No information for the property owner or the adjoining property owners was provided to the surveyor.
7. Underground foundations and their locations have not been determined or located.
8. This is not a boundary survey. All Safe Upland Elevation Line information was provided by Lamar Evers, Florida Department of Environmental Protection. All easement area information was calculated and created by the City of Clearwater.
9. No interior mapping was performed and shown on this survey for necessary permitting issues.

Apparent physical use:

The subject property is state sovereign submerged lands located in the southwest 1/4 of Section 3, Township 29 South, Range 15 East, Pinellas County, Florida.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Thomas L. Markey
 THOMAS L. MARKEY
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NUMBER LS 02260
 STATE OF FLORIDA

11/19/11
 DATE SIGNED

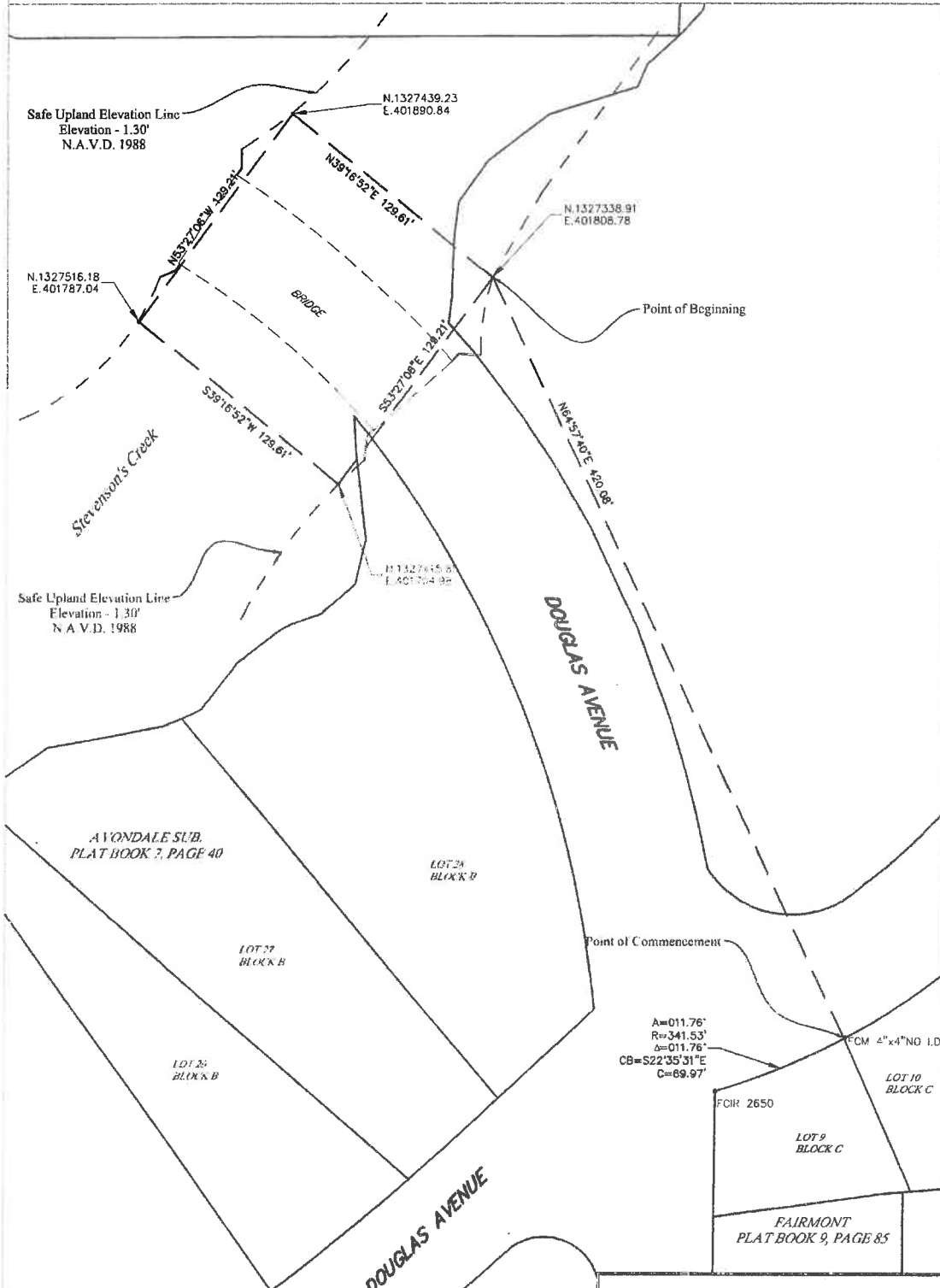
**CITY OF CLEARWATER, FLORIDA
ENGINEERING DEPARTMENT**

DRAWN BY L. CHEEK	DEPARTMENT OF ENVIRONMENTAL PROTECTION	OWN. NO. Lg_2011-04
CHECKED BY T.L.M	DESCRIPTION OF EASEMENT AREA	SHEET 1 OF 4
DATE 11/09/2011	DOUGLAS AVENUE BRIDGE	SD-789-2009 3-29-15E
	UTILITY EASEMENT	

SKETCH OF DESCRIPTION BRIDGE EASEMENT NOT A FIELD SURVEY



Scale: 1"=60'



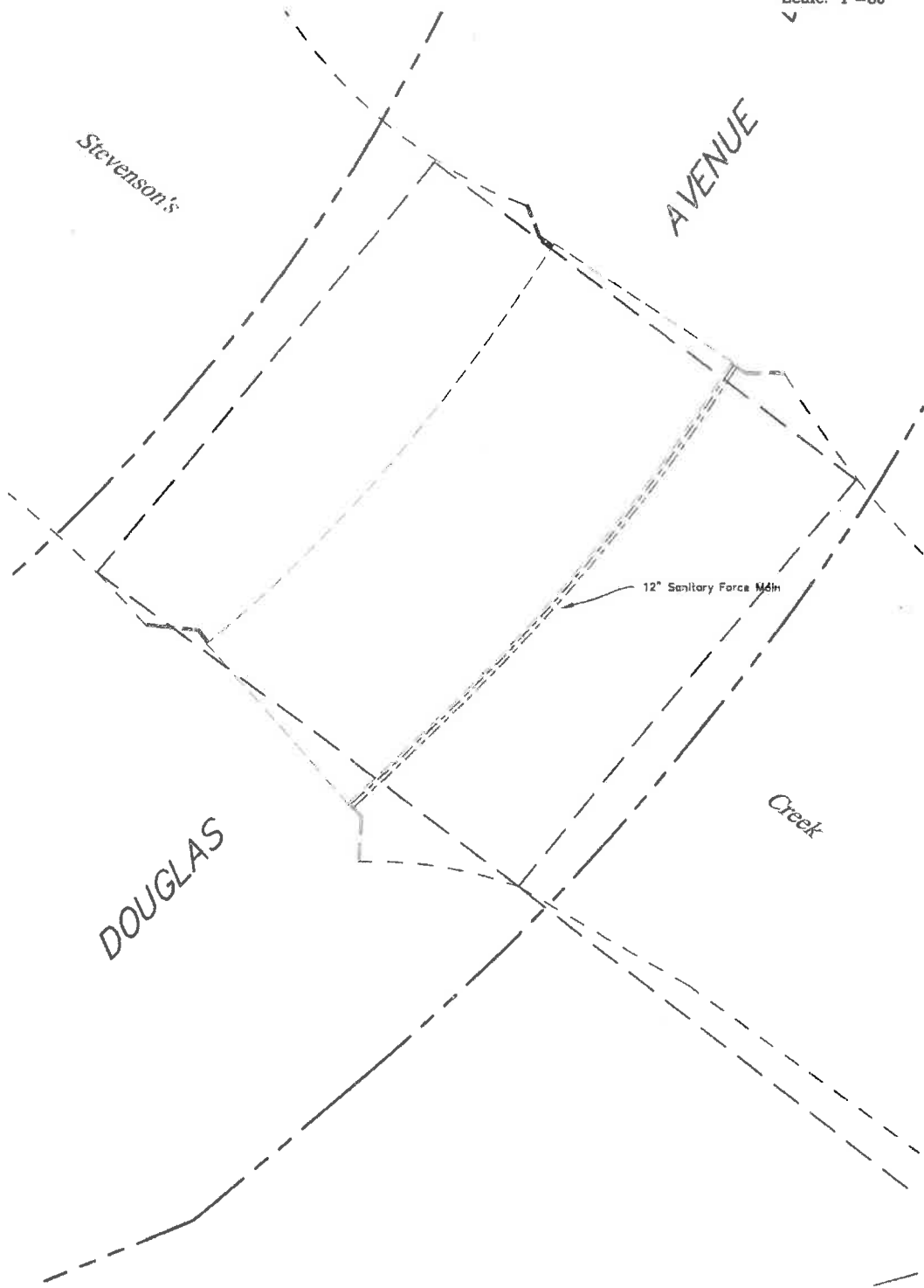
DATUMS

VERTICAL : NORTH AMERICAN VERTICAL DATUM OF 1988
BASED ON THE FOLLOWING BRASS DISK,
TIDAL B.M. DESIGNATED 872 6724 A TIDAL.
HORIZONTAL : NORTH AMERICAN DATUM (NAD 83) (1983)
FLORIDA STATE PLANE COORDINATES,
FLORIDA WEST ZONE 85 (1983)

CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. CHEEK	DEPARTMENT OF ENVIRONMENTAL PROTECTION	DRG. NO. Lg_2011-04
CHECKED BY T.L.M.	SKETCH OF EASEMENT	SHEET 3 OF 4
DATE 11/09/2011	DOUGLAS AVENUE BRIDGE	ECT-1109-010 3-28-15E
UTILITY EASEMENT		

SKETCH OF UTILITY LOCATIONS

NOT A FIELD SURVEY



CITY OF CLEARWATER, FLORIDA ENGINEERING DEPARTMENT		
DRAWN BY L. CHEEK	DEPARTMENT OF ENVIRONMENTAL PROTECTION	DWG. NO. Egl_2011-04
CHECKED BY T.L.M.	SKETCH OF UTILITY LOCATIONS	SHEET 4 OF 4
DATE 11/08/2011	DOUGLAS AVENUE BRIDGE	REV-TMCP-REV 3-28-15E
UTILITY EASEMENT		