

This Instrument Prepared By
Tiana D. Brown
Action No. 46674
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 RENEWAL
AND MODIFICATION TO REFLECT CHANGE IN OWNERSHIP

EASEMENT NO. 00249 (4093-10)
BOT FILE NO. 100171172

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 Clay County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across sovereignty submerged 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 Sections 29 and 46,
Township 05 South, Range 26 East, in Peters Creek,
Clay County, Florida, containing 13,951 square feet, more or less,
as is more particularly described and shown on Attachment A, dated April 1, 1991.

TO HAVE THE USE OF the hereinabove described premises from April 30, 2021, the effective date of this modified easement, through April 30, 2071, 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 public transportation purposes (public vehicular bridge) only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. 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. 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:

Clay County, Florida
Attention: Richard C. Smith, Jr., Director of Engineering
477 Houston Street, Floor 3
Green Cove Springs, FL 32043

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.

4. WARRANTY OF TITLE/GUARANTEED 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. 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.

11. 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.

12. 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.

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. 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.

15. AMENDMENTS/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.

16. 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.

17. 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 of 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.

18. 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.

[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:

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

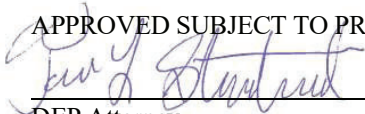
Print/Type Name of Witness

"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:



1/9/2023

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Clay County, Florida (SEAL)
By its Board of County Commissioners

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Betsy Condon

Typed/Printed Name of Executing Authority

Original Signature

Chairman

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 Betsy Condon as Chairman, for and on behalf of the Board of County Commissioners of Clay County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

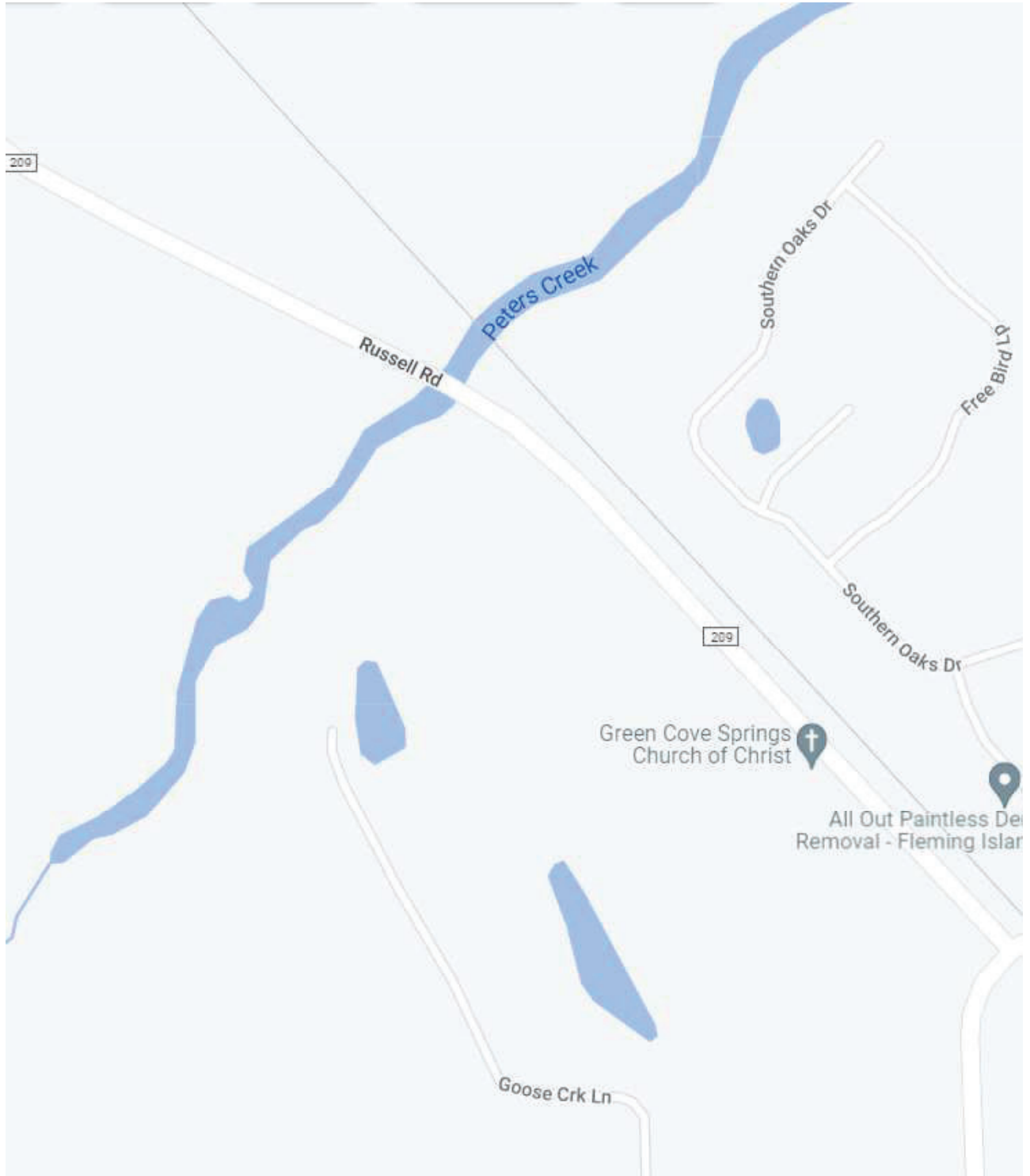
Notary Public, State of _____

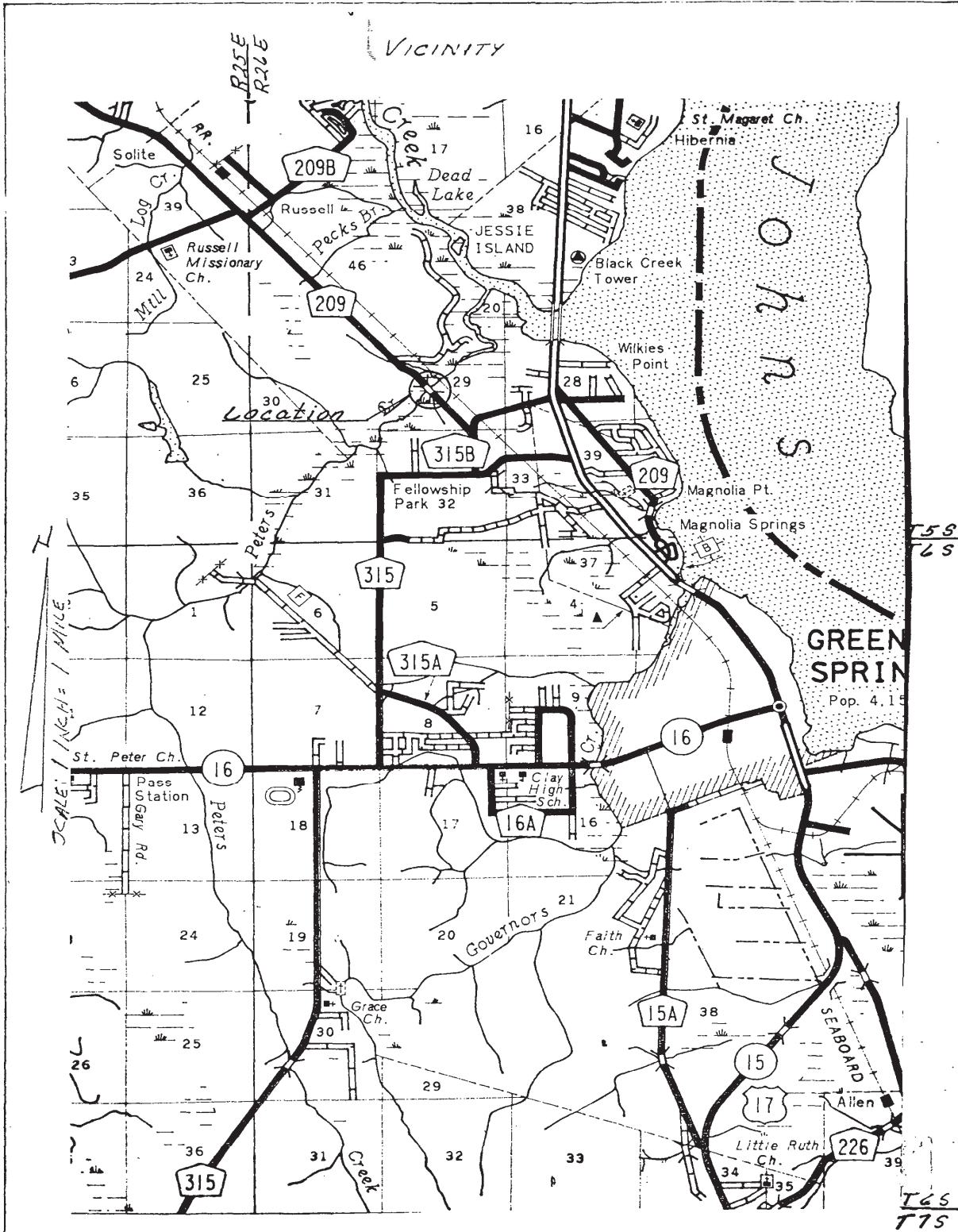
Commission/Serial No. _____

Printed, Typed or Stamped Name

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board





VICINITY

CLAY CO.

SPECIFIC PURPOSE SURVEY FOR:
 EASEMENT AT BRIDGE OVER PETERS CREEK UPDATED 3-27-91
 UPDATED 10-5-90

DRAWN BY: <i>M.L.P.</i>	Department of Transportation P O Box 1099 Lake City, Mo 64601	DATE: <i>10-28-88</i>
CHECKED BY: <i>J.C.B.</i>	Lake City, Mo 64601	JCB NO. <i>71550-2602</i>
FIELD BOOK NO. <i>001228 & 36564</i>	Phone 752-3300	SHEET <i>1 OF 4</i>

Source of Description: Prepared by Undersigned

EASEMENT DESCRIPTION


That part of:

The submerged lands, sandbars, fills, islands, and other lands in Peters Creek, being in the Moses E. Levy Grant, Section 46, Township 5 South, Range 26 East, and Government Lot 4, Section 29, Township 5 South, Range 26 East, Clay County, Florida,

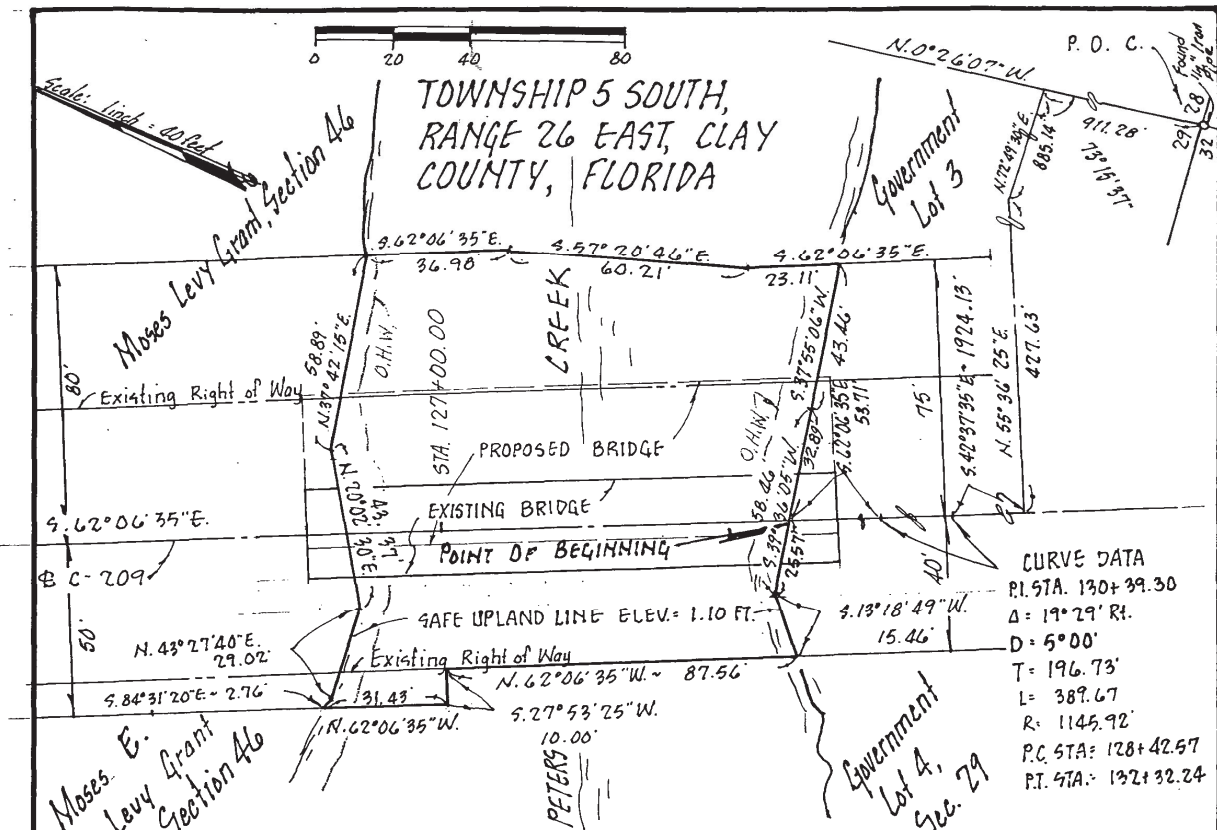
Lying within the following described boundaries:

Commence at the Southeast corner of Section 29, Township 5 South, Range 26 East, and run North 00°26'07" West, 911.28 feet; thence South 72°49'30" West, 885.14 feet; thence South 55°36'25" West, 427.63 feet; thence North 42°37'35" West, 1,924.13 feet to the beginning of a curve concave Southwesterly having a radius of 1,145.92 feet; thence Northwesterly along the arc of said curve through a total central angle of 19°29'00" a distance of 389.67 feet to the end of said curve; thence North 62°06'35" West, 53.71 feet to the Point of Beginning; thence South 39°36'05" West, 25.57 feet; thence South 13°18'49" West, 15.46 feet to the Southwesterly right of way line of State Road No. C-209; thence North 62°06'35" West along said Southwesterly right of way line a distance of 87.56 feet; thence South 27°53'25" West, 10.00 feet; thence North 62°06'35" West, 31.43 feet; thence South 84°31'20" East, 2.76 feet; thence North 43°27'40" East, 29.02 feet; thence North 20°02'30" East, 43.37 feet; thence North 37°42'15" East, 58.89 feet; thence South 62°06'35" East, 36.98 feet; thence South 57°20'46" East, 60.21 feet; thence South 62°06'35" East, 23.11 feet; thence South 37°55'06" West, 43.46 feet; thence South 39°36'05" West, 32.89 feet to the Point of Beginning,

Containing 13,951 square feet, more or less.


J.C. Brown, R.L.S. 3638
Not valid unless embossed
with Surveyors Seal

SPECIFIC PURPOSE SURVEY FOR:		
EASEMENT AT BRIDGE OVER PETERS CREEK		Updated 3-27-91 Updated 10-5-90
DRAWN BY: N.A.	Department Of Transportation P. O. Box 1089 Lake City, Fla. 32056 Phone: 752-3300	DATE: 10-28-88
CHECKED BY: J.C.B.		JOB NO. 71550-2602
FIELD BOOK NO. N.A.		SHEET 4 OF 4



CURVE DATA
 P.I. STA. 130+39.30
 $\Delta = 19^{\circ}29' R.$
 $D = 5^{\circ}00'$
 $T = 196.73'$
 $L = 389.67'$
 $R = 1145.92'$
 P.C. STA: 128+42.67
 P.T. STA: 132+32.24

ELEVATIONS ESTABLISHED FROM USC & GS B.M. 5-30 (ELEVATION = 20.390 FT.) 51.7 FEET LEFT OF SURVEY LINE STATION 141+25 AND IS BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929,

BEARINGS ARE REFERENCED TO THE BEARING FOR THE CENTERLINE OF STATE ROAD C-209, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 71550 - 2602, SHEET 3 OF 5.

THE SAFE UPLAND ELEVATION WAS ESTABLISHED BY RUNNING ALONG BANK AT THE VEGETATION LINE AS PER INSTRUCTION FROM BUREAU OF SURVEY AND MAPPING. (ELEVATION = 1.10 FT.)

NOTES:
 THERE ARE NO ENCROACHMENTS UNLESS SHOWN.
 SURVEY TO BE MONUMENTED AFTER COMPLETION OF CONSTRUCTION.
 SURVEY UPDATED: OCT. 5, 1990
MARCH 27, 1991

CERTIFICATION:
 I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED IN DEC. 1987, UNDER THE RESPONSIBLE CHARGE OF RONALD L. HUGHES FLORIDA REGISTERED LAND SURVEYOR NO. 3747. I FURTHER CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL REQUIREMENTS FOR SPECIFIC PURPOSE SURVEYS AS SET FORTH IN RULE 21HH-6 AS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS.

[Signature]
 FLORIDA REGISTERED LAND SURVEYOR NO. 3638
 DATE: APRIL 1, 1991

SPECIFIC PURPOSE SURVEY FOR
 EASEMENT AT "PETERS CREEK BRIDGE"

Updated 3-27-91
 Updated 10-5-90

DRAWN BY: ELM	DEPARTMENT OF TRANSPORTATION P.O. BOX 1089 LAKE CITY, FLA. 32056	DATE: 10-28-88
CHECKED BY: JCB	PHONE: 904-752-3300	JOB NO. 71550-2602
FIELD BOOK NO. 1228		SHEET 3 OF 4

LEGEND:

NO. NUMBER
 S/D SUBDIVISION
 N.E. NORTHEAST
 N NORTH
 E EAST
 S SOUTH
 W WEST
 (112) DENOTES D.O.T. PARCEL NUMBER
 Δ DELTA
 L ARC LENGTH
 R RADIUS
 CB CHORD BEARING
 PC POINT OF CURVATURE
 ⊕ CENTERLINE
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 STA. STATION
 ELEV. ELEVATION
 R.R. RAILROAD
 BM BENCHMARK
 DR. DRIVE
 O.H.W. ORDINARY HIGH WATER
 LT. LEFT
 CO. COUNTY
 P.O.C POINT OF COMMENCEMENT
 P.I. POINT OF INTERSECTION
 D DEGREE
 T TANGENT
 FT. FEET

SPECIFIC PURPOSE SURVEY FOR:

EASEMENT AT PETERS CREEK BRIDGE

DRAWN BY: E.L.M.	DEPARTMENT OF TRANSPORTATION	DATE: APRIL 1, 1991
CHECKED BY: J.C.B.	P.O. BOX 1089	JOB NO. 71550-2602
FIELD BOOK NO. 36524 ^f 1228	LAKE CITY, FLORIDA 32056	SHEET 2 OF 4
	PHONE: 904-752-3300	