

This Instrument Prepared By
Lisa-Marie Raulerson
Action No. 45837
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

EASEMENT NO. 00309 (4175-59)
BOT FILE NO. 590175764

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 Seminole 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 13 and 24, Township 21 South, Range 31 East, in Econlockhatchee River, Seminole County, Florida, as is more particularly described and shown on Attachment A, dated November 27, 1991.

TO HAVE THE USE OF the hereinabove described premises from March 10, 2022, the effective date of this renewal easement, through March 10, 2072, the expiration date of this renewal 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 public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the St. Johns River Water Management District Permit Nos. 4-117-0305G and 12-117-0059G, dated October 8, 1991, 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. 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:

Seminole County, Florida
1101 East First Street
Sanford, Florida 32771

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 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.

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. Nothing in this easement operates to alter any exemption from taxes to which GRANTEE is entitled under applicable law.

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.

19. SPECIAL EASEMENT CONDITIONS:

A. All spoil material is to be used for public purposes and deposited on public land.

B. Submerged Lands of the state adjacent to and downstream of the project site shall be protected from siltation and excess turbidity during and after construction by means of the best available technology for turbidity control. Turbidity control measures may include but are not limited to the use of staked hay bales, filter cloth, staged construction and turbidity screens. Turbidity control devices shall be inspected daily during construction and remain until the site has stabilized.

C. Fourteen days prior to construction of work authorized by this easement, the application shall provide written notification of the date of commencement of construction to the Planning Manager of the DSL East Central Florida District Office, 400 West Robinson, Suite S208, Orlando, Florida 32801.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantee and the Grantor 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:

 _____
DEP Attorney Date 11/1/2022

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE
COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

For the use and reliance of Seminole County only.

Date: _____

Approved as to form and legal sufficiency.

As authorized for execution by the Board of County
Commissioners at its _____, 20__, regular
meeting.

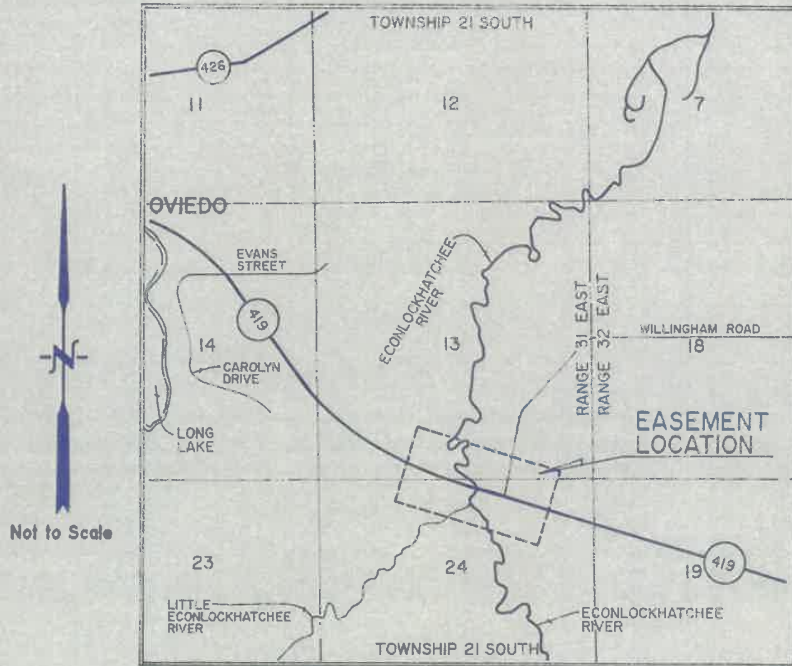
County Attorney

SPECIFIC PURPOSE SURVEY

For COUNTY ROAD NUMBER 419

BRIDGE REPLACEMENT PROJECT NUMBER PS - 060

SECTIONS 13 and 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA



VICINITY MAP

NOTE:
"VICINITY MAP" is based on
UNITED STATES GEOLOGICAL SURVEY
QUADRANGLE: 'OVIEDO, FLORIDA' (Dated, 1956)

SEE SHEET 2 FOR NOTES,
SEE SHEETS 3 and 4 FOR DETAIL SHEETS and
SEE SHEET 5 FOR DESCRIPTION.

SEMINOLE COUNTY
ENGINEERING DEPARTMENT

JOB No. 27908-A1
SHEET 1 OF 5 SHEETS

9-13-91	Revised Safe Upland Line (S.U.L.)
REVISIONS	
IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
	JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS 136 E. ROBINSON ST. ORLANDO, FLORIDA 32801 407-841-2122
FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT	
CERTIFIED: FIELD SURVEY	
DATE: 08/30/91	
 <small>Michael M. Gentry, P.L.S.</small>	

SPECIFIC PURPOSE SURVEY

SEE SHEETS 3 and 4 FOR DETAIL SHEETS
and SEE SHEET 5 FOR DESCRIPTION

NOTES:

1. Bearings shown hereon are based on the centerline of COUNTY ROAD 419 through the Northeast 1/4 of SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST as Bearing N 73°04'30" W, as shown on the Right-of-Way Map for State Road 419 (formerly State Road 203) Project 5436 and as described and recorded in Deed Book 110, Page 243, Public Records of Seminole County, Florida.
2. This Plat represents a Plat of the Description prepared by JONES, WOOD and GENTRY, INC., per clients instruction and does not indicate ownership. The Description was prepared for Road Right-of-Way Easement Acquisition.
3. Utilities and Underground Improvements not shown.
4. Improvements not shown, other than bridges.
5. Baseline of Survey, Centerline of COUNTY ROAD 419 and Boundary Data as shown hereon is based on JONES, WOOD and GENTRY, INC. CONTROL SURVEY for COUNTY ROAD 419, Project No. PS-060, Dated 01/29/90 through 01/07/91.
6. The Safe Upland Line (S.U.L.) as shown hereon was determined by Howard, Needles, Tammen and Bergendoff, Project Engineering Consultants and the Army Corp of Engineers. The location of the Safe Upland Line was provided by Howard, Needles, Tammen and Bergendoff.
7. The specific purpose of this survey is to describe those lands within the Existing and Proposed Right-of-Way limits for COUNTY ROAD 419, Project No. PS-060 lying below the Safe Upland Line (S.U.L.) along the Econlockhatchee River, monuments were set at the intersection points of the provided Safe Upland Line location with the Proposed Right-of-Way Line. The Proposed Right-of-Way Line is shown on the Right-of-Way plans prepared by JONES, WOOD and GENTRY, INC.
8. Reminders of Parent Tracts lying partially within the limits of the lands described herein are shown on the Right-of-Way plans for COUNTY ROAD 419, Project No. PS-060 prepared by JONES, WOOD and GENTRY, INC.


LEGEND:

- | | |
|---|---|
| T.B. = Tangent Bearing | ● = Recovered PK NAIL & WASHER stamped "LB 1" |
| STA. = Station | ○ = Set 1/2" IRON BAR with CAP stamped "LB 1" |
| LT. = Left | |
| RT. = Right | |
| P.C. = Point of Curvature | |
| P.I. = Point of Intersection | |
| P.O.C. = Point On Curve | |
| P.T. = Point of Tangency | |
| P.O.L. = Point On Line | |
| R/W = Right-of-Way | |
| (C) = Computed | |
| (P) = Plat | |
| (D) = Deed | |
| O.R.B. = Official Records Book | |
| J.W.B. = Jurisdictional Wetlands Boundary | |
| S.U.L. = Safe Upland Line | |
| P.O.B. = POINT OF BEGINNING | |
| Δ = Delta (Intersection Angle) | |
| D = Degree of Curve | |
| R = Radius | |
| L = Arc Length | |
| D.B. = Deed Book | |
| Pg. = Page | |
| B = Baseline | |
| C = Centerline | |

9-13-91 Revised Safe Upland Line (S.U.L.)

NOTES

IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.



JONES, WOOD & GENTRY, INC.
PROFESSIONAL LAND SURVEYORS

136 E. GARDINER ST.
ORLANDO, FLORIDA 32801
407-841-2122

FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT

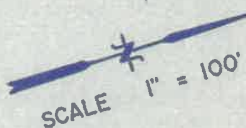
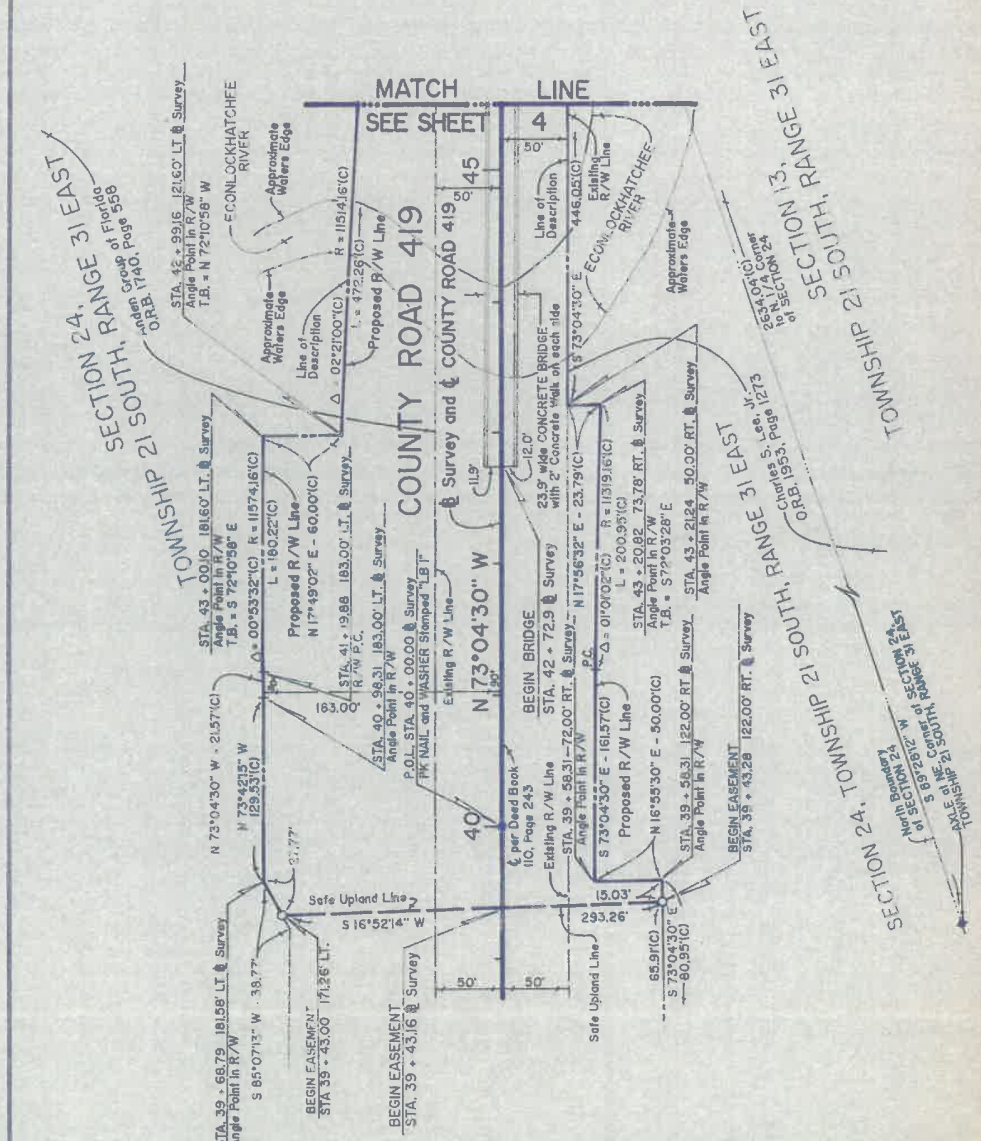
CERTIFIED:
FIELD SURVEY
DATE: 08/30/91

Michael M. Crozier
MICHAEL M. CROZIER, P.L.S., No. 3156

JOB No. 27908-A1
SHEET 2 OF 5 SHEETS

SPECIFIC PURPOSE SURVEY

SEE SHEET 2 FOR NOTES and
SEE SHEET 5 FOR DESCRIPTION



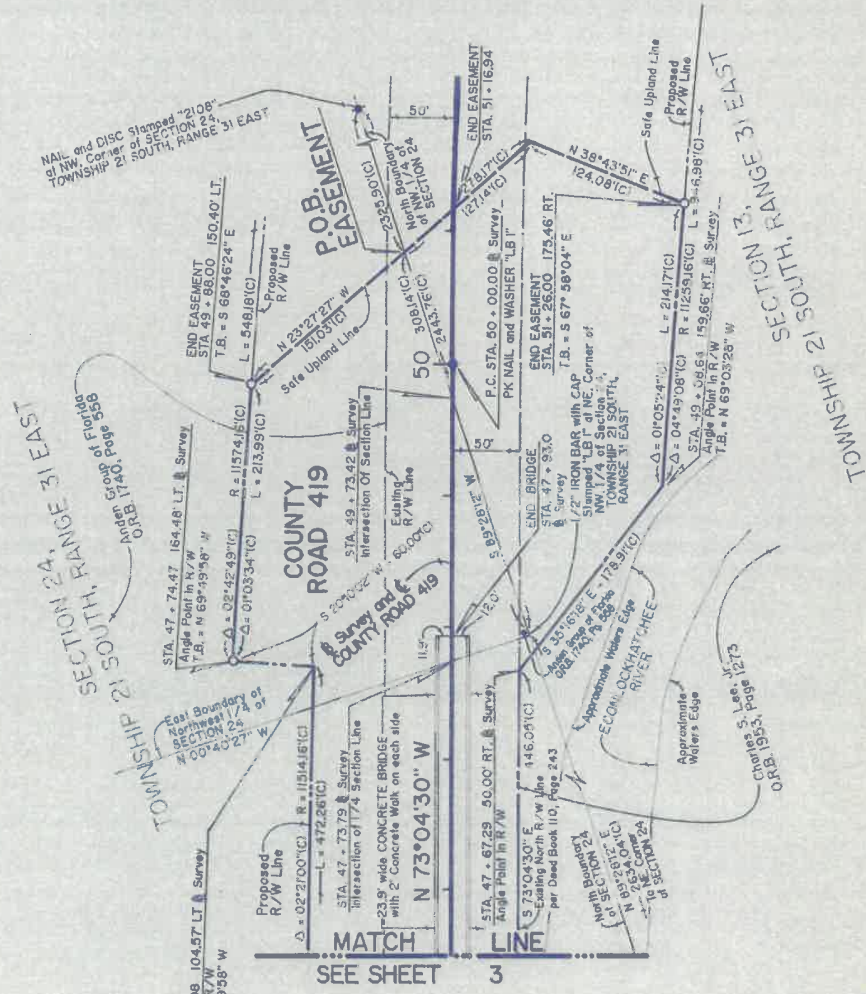
NOTE:
 Ownership of lands below the Econlockhatchee River Ordinary High Water Mark are subject to Judicial Determination. The Ordinary High Water Mark is not shown.

JOB No. 27908-AI
 SHEET 3 OF 5 SHEETS

9-13-91	Revised Safe Upland Line (S.U.L.)
NOTATIONS	
IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
MEMBER	JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS
F.S.P.L.S.	136 E. ROBINSON ST. ORLANDO, FLORIDA 32801 407-841-2122
FOR: SEMINOLE COUNTY ENGINEERING DEPARTMENT	
CERTIFIED: FIELD SURVEY DATE: 8-30-91	
MICHAEL W. CROZIER, P.L.S., INC. 3188	

SPECIFIC PURPOSE SURVEY

SEE SHEET 2 FOR NOTES and
SEE SHEET 5 FOR DESCRIPTION



NOTES:

- The 'POINT OF BEGINNING' as shown hereon has scaled coordinates of:
1,571,000 NORTHING
444,900 EASTING
The coordinates are scaled from the U.S. GEOLOGICAL OVIEDO QUADRANGLE (7.5 Minute Series) based on 1927 NAD FLORIDA COORDINATE SYSTEM, EAST ZONE.
- Ownership of lands below the Econlockhatchee River Ordinary High Water Mark are subject to Judicial Determination. The Ordinary High Water Mark is not shown.

JOB No. 27908-AI
SHEET 4 OF 5 SHEETS

9-13-91 Revised Safe Upland Line (S.U.L.)	
REVISIONS	
IT IS CERTIFIED THAT THE PLAT REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
	JONES, WOOD & GENTRY, INC. PROFESSIONAL LAND SURVEYORS 136 E. RICHMOND ST. ORLANDO, FLORIDA 32801 407-841-2122
F.R.: SEMINOLE COUNTY ENGINEERING DEPARTMENT	
CERTIFIED: FIELD SURVEY DATE: 08/30/91	
 MICHAEL M. CROZIER, P.E. No. 3388	

DESCRIPTION

(Road Right-of-way Easement Across the Econlockhatchee River)

From the Northeast corner of the Northwest 1/4 of Section 24, Township 21 South, Range 31 East, Seminole County, Florida, run South 89 degrees 28 minutes 12 seconds West 308.14 feet along the North boundary of said Northwest 1/4 for the POINT OF BEGINNING; thence run North 23 degrees 27 minutes 27 seconds West 127.14 feet; thence run North 38 degrees 43 minutes 51 seconds East 124.08 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11259.16 feet; thence from a tangent bearing of South 67 degrees 58 minutes 04 seconds East, run Southeasterly 214.17 feet along the arc of said curve through a central angle of 01 degrees 05 minutes 24 seconds to the end of said curve; thence run South 35 degrees 16 minutes 18 seconds East 178.91 feet to a point on the North right-of-way line of County Road 419 as described and recorded in Deed Book 110, Page 243, Public Records of Seminole County, Florida; thence run South 73 degrees 04 minutes 30 seconds East 446.05 feet along said North right-of-way line; thence run North 17 degrees 56 minutes 32 seconds East 23.79 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11319.16 feet; thence from a tangent bearing of South 72 degrees 03 minutes 28 seconds East, run Southeasterly 200.95 feet along the arc of said curve through a central angle of 01 degrees 01 minutes 02 seconds to the end of said curve; thence run South 73 degrees 04 minutes 30 seconds East 161.57 feet; thence run North 16 degrees 55 minutes 30 seconds East 50.00 feet; thence run South 73 degrees 04 minutes 30 seconds East 15.03 feet; thence run South 16 degrees 52 minutes 14 seconds West 293.26 feet to a point on the North right-of-way line of Chuluota Road as recorded in Plat Book 6, Pages 76 and 77, Public Records of Seminole County, Florida; thence run South 85 degrees 07 minutes 13 seconds West 27.77 feet along said North right-of-way line; thence run North 73 degrees 42 minutes 15 seconds West 129.53 feet to a point on a line parallel with and 183.00 feet Southwest of, when measured at right angles to, the centerline of County Road 419 as described and recorded in the aforesaid Deed Book 110, Page 243; thence run North 73 degrees 04 minutes 30 seconds West 21.57 feet along said parallel line to the beginning of a tangent curve concave Northeasterly and having a radius of 11574.16 feet; thence run Northwesterly 180.22 feet along the arc of said curve through a central angle of 00 degrees 53 minutes 32 seconds to the end of said curve; thence run North 17 degrees 49 minutes 02 seconds East 60.00 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11514.16 feet; thence from a tangent bearing of North 72 degrees 10 minutes 58 seconds West, run Northwesterly 472.26 feet along the arc of said curve through a central angle of 02 degrees 21 minutes 00 seconds to the end of said curve; thence run South 20 degrees 10 minutes 02 seconds West 60.00 feet to a point on a nontangent curve concave Northeasterly and having a radius of 11574.16 feet; thence from a tangent bearing of North 69 degrees 49 minutes 58 seconds West, run Northwesterly 213.99 feet along the arc of said curve through a central angle of 01 degrees 03 minutes 34 seconds; thence run North 23 degrees 27 minutes 27 seconds West 151.03 feet to the POINT OF BEGINNING.

CONTAINING: 6.145 Acres or 267,676 square feet, more or less

SUBJECT TO: Easements and leases, if any.

REVISED: November 27, 1991 (Added square footage)

REVISED: September 13, 1991

August 30, 1991
Sheet 5 of 5 Sheets
Job #27908-A1

JONES, WOOD & GENTRY, INC.
136 East Robinson Street
Orlando, Florida 32801

File:\wp5\desc27\279081a