

This Instrument Prepared By
Celeda Wallace
Action No. 37135
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. 42108
BOT FILE NO. 410241383
PA NO. 430353341.009

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 Manatee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 10, Township 35 South, Range 18 East, in Braden River, Manatee County, Florida, as is more particularly described and shown on Attachment A, dated October 17, 2016.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 8, 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 public transportation purposes only by or under the supervision of the governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 430353341.009, dated January 31, 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. 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:

County Administrator
Manatee County, Florida
Post Office Box 1000
Bradenton, Florida 34206

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: Except as described in the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 430353341.009, dated January 31, 2018, 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.

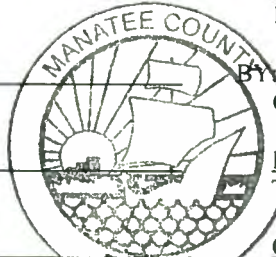
17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged 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.

WITNESSES:

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

Priscilla Trace
Original Signature
Priscilla Trace, Chairman
Typed/Printed Name of Witness



Priscilla Whisenant Trace
Original Signature of Executing Authority
Priscilla Whisenant Trace
Typed/Printed Name of Executing Authority

Original Signature
Typed/Printed Name of Witness

Chairman
Title of Executing Authority

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: Ruth G. [Signature]
DEPUTY CLERK

7/24/18

STATE OF Florida
COUNTY OF Manatee

"GRANTEE"

The foregoing instrument was acknowledged before me this 24 day of July, 2018, by Priscilla Whisenant Trace as Chairman, for and on behalf of Board of County Commissioners of Manatee County, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:
June 29, 2019
Commission/Serial No. FF 245219

Marianne Lopata
Notary Public, State of Florida
Marianne Lopata
Printed, Typed or Stamped Name



DESCRIPTION:

A PORTION OF BRADEN RIVER LOCATED IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE S 82°13'54" E, A DISTANCE OF 738.25 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89°24'05" E, A DISTANCE OF 232.03 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHERLY, ALONG THE MEAN HIGH WATER LINE OF BRADEN RIVER, THE FOLLOWING SIX (6) COURSES: 1) S 05°38'19" W, A DISTANCE OF 34.40 FEET; 2) THENCE S 61°37'42" W, A DISTANCE OF 35.77 FEET; 3) THENCE S 9°32'21" W, A DISTANCE OF 26.54 FEET; 4) THENCE S 18°02'23" W, A DISTANCE OF 23.52 FEET; 5) THENCE S 15°34'13" W, A DISTANCE OF 59.98 FEET; 6) THENCE S 05°30'41" W, A DISTANCE OF 41.96 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 177.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,965.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00° 05' 57", A DISTANCE OF 5.13 FEET AND WHOSE CHORD BEARS N 89°21'06" W, A DISTANCE OF 5.13 FEET; THENCE NORTHERLY, ALONG THE AFORESAID MEAN HIGH WATER LINE, THE FOLLOWING EIGHT (8) COURSES: 1) N 00°59'41" E, A DISTANCE OF 11.86 FEET; 2) THENCE N 09°02'32" E, A DISTANCE OF 44.25 FEET; 3) THENCE N 02°10'17" W, A DISTANCE OF 47.53 FEET; 4) THENCE N 10°06'22" W, A DISTANCE OF 12.66 FEET; 5) THENCE N 32°24'09" E, A DISTANCE OF 28.84 FEET; 6) THENCE N 80°06'08" W, A DISTANCE OF 15.64 FEET; 7) THENCE N 12°12'22" E, A DISTANCE OF 37.01 FEET; 8) THENCE N 15°47'28" E, A DISTANCE OF 21.92 FEET TO THE POINT OF BEGINNING.

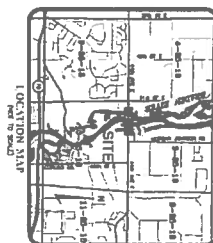
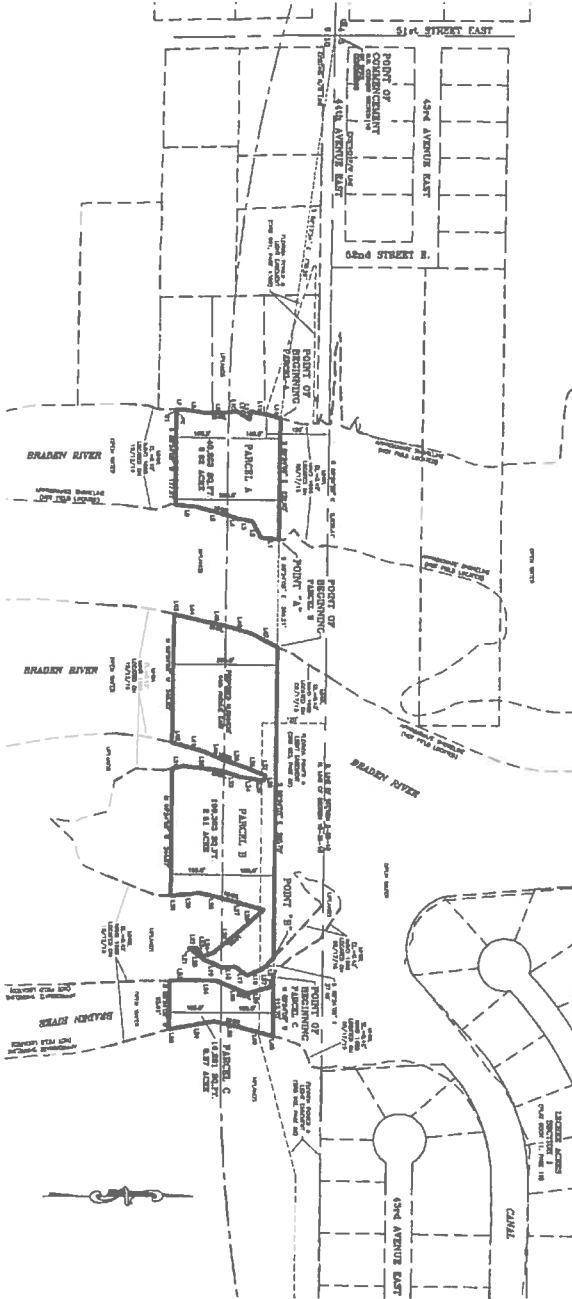
PARCEL B

THENCE FROM AFORESAID POINT A, S 89°24'05" E, A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89°24'05" E, A DISTANCE OF 595.70 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT B; THENCE SOUTHERLY, NORTHWESTERLY AND SOUTHERLY, ALONG THE MEAN HIGH WATER LINE OF BRADEN RIVER, THE FOLLOWING SIXTEEN (16) COURSES: 1) S 46°31'51" E, A DISTANCE OF 30.88 FEET; 2) THENCE S 21°42'56" E, A DISTANCE OF 33.33 FEET; 3) THENCE S 35°55'12" W, A DISTANCE OF 27.71 FEET; 4) THENCE S 03°28'00" E, A DISTANCE OF 24.64 FEET; 5) THENCE S 23°52'51" W, A DISTANCE OF 39.24 FEET; 6) THENCE S 37°17'50" W, A DISTANCE OF 27.73 FEET; 7) THENCE S 39°09'17" W, A DISTANCE OF 7.76 FEET; 8) THENCE N 00°51'53" W, A

DISTANCE OF 14.58 FEET; 9) THENCE N 52°22'47" E, A DISTANCE OF 20.05 FEET; 10) THENCE N 19°03'25" W, A DISTANCE OF 21.18 FEET; 11) THENCE N 39°39'57" W, A DISTANCE OF 65.31 FEET; 12) THENCE N 41°26'07" W, A DISTANCE OF 60.87 FEET; 13) THENCE S 15°59'40" W, A DISTANCE OF 81.17 FEET; 14) THENCE S 12°37'51" W, A DISTANCE OF 44.60 FEET; 15) THENCE S 05°34'23" E, A DISTANCE OF 50.34 FEET; 16) THENCE S 00°19'40" W, A DISTANCE OF 7.01 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 244.57 FEET; THENCE NORTHERLY AND SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING TWELVE (12) COURSES: 1) N 12°00'27" W, A DISTANCE OF 21.12 FEET; 2) THENCE N 06°29'14" E, A DISTANCE OF 75.02 FEET; 3) THENCE N 19°00'03" E, A DISTANCE OF 38.74 FEET; 4) THENCE N 09°05'24" E, A DISTANCE OF 31.59 FEET; 5) THENCE N 06°43'55" E, A DISTANCE OF 13.90 FEET; 6) THENCE N 72°44'51" W, A DISTANCE OF 9.96 FEET; 7) THENCE S 21°24'49" W, A DISTANCE OF 16.13 FEET; 8) THENCE S 22°29'09" W, A DISTANCE OF 27.98 FEET; 9) THENCE S 18°20'40" W, A DISTANCE OF 43.99 FEET; 10) THENCE S 23°26'42" W, A DISTANCE OF 39.91 FEET; 11) THENCE S 15°37'06" W, A DISTANCE OF 45.65 FEET; 12) THENCE S 14°21'23" W, A DISTANCE OF 16.60 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 246.90 FEET; THENCE NORTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) N 13°49'18" E, A DISTANCE OF 7.59 FEET; 2) THENCE N 13°10'06" E, A DISTANCE OF 56.30 FEET; 3) THENCE N 11°58'37" E, A DISTANCE OF 38.36 FEET; 4) THENCE N 16°39'50" E, A DISTANCE OF 52.92 FEET; 5) THENCE N 27°24'32" E, A DISTANCE OF 55.13 FEET TO THE POINT OF BEGINNING.

PARCEL C

THENCE FROM AFORESAID POINT B, S 89° 24' 05" E, A DISTANCE OF 37.49 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89° 24' 05" E, A DISTANCE OF 113.75 FEET; THENCE SOUTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) S 15° 11' 47" W, A DISTANCE OF 3.42; 2) THENCE S 15° 01' 47" W, A DISTANCE OF 56.51 FEET; 3) THENCE S 13° 55' 34" W, A DISTANCE OF 55.40 FEET; 4) THENCE S 09° 37' 28" E, A DISTANCE OF 82.83 FEET; 5) THENCE S 15° 33' 08" E, A DISTANCE OF 6.81 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89° 24' 05" W, A DISTANCE OF 93.61 FEET; THENCE NORTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) N 00° 21' 02" W, A DISTANCE OF 49.20 FEET; 2) THENCE N 01° 15' 40" E, A DISTANCE OF 42.25 FEET; 3) THENCE N 22° 29' 46" E, A DISTANCE OF 62.55 FEET; 4) THENCE N 15° 43' 19" W, A DISTANCE OF 45.43 FEET; 5) THENCE N 69° 37' 30" W, A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING.



- LEGEND:**
- Survey Boundary
 - Proposed Boundary
 - Easement Boundary
 - Right-of-Way Boundary
 - Survey Point
 - Proposed Point
 - Easement Point
 - Right-of-Way Point
 - Other
 - Contour
 - Proposed Contour
 - Easement Contour
 - Right-of-Way Contour
 - Other
 - Proposed Other
 - Easement Other
 - Right-of-Way Other
 - Other
 - Proposed Other
 - Easement Other
 - Right-of-Way Other

NOTES:

1. This site plan is based on the survey of the property shown on the site plan.
2. The survey was conducted by the Surveyor General of Florida, and is in accordance with the laws of the State of Florida.
3. The survey was conducted in accordance with the laws of the State of Florida, and is in accordance with the laws of the State of Florida.
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10. The survey was conducted in accordance with the laws of the State of Florida, and is in accordance with the laws of the State of Florida.

LINE TABLE

LINE NO.	FROM	TO	BEARING	DISTANCE	CURVE	AREA	PERIMETER
1	1	2	N 89° 15' 00" W	100.00			
2	2	3	S 89° 15' 00" E	100.00			
3	3	4	S 00° 00' 00" E	100.00			
4	4	5	S 89° 15' 00" E	100.00			
5	5	6	N 89° 15' 00" W	100.00			
6	6	7	N 00° 00' 00" W	100.00			
7	7	8	N 89° 15' 00" W	100.00			
8	8	9	S 89° 15' 00" E	100.00			
9	9	10	S 00° 00' 00" E	100.00			
10	10	11	S 89° 15' 00" E	100.00			
11	11	12	N 89° 15' 00" W	100.00			
12	12	13	N 00° 00' 00" W	100.00			
13	13	14	N 89° 15' 00" W	100.00			
14	14	15	S 89° 15' 00" E	100.00			
15	15	16	S 00° 00' 00" E	100.00			
16	16	17	S 89° 15' 00" E	100.00			
17	17	18	N 89° 15' 00" W	100.00			
18	18	19	N 00° 00' 00" W	100.00			
19	19	20	N 89° 15' 00" W	100.00			
20	20	21	S 89° 15' 00" E	100.00			
21	21	22	S 00° 00' 00" E	100.00			
22	22	23	S 89° 15' 00" E	100.00			
23	23	24	N 89° 15' 00" W	100.00			
24	24	25	N 00° 00' 00" W	100.00			
25	25	26	N 89° 15' 00" W	100.00			
26	26	27	S 89° 15' 00" E	100.00			
27	27	28	S 00° 00' 00" E	100.00			
28	28	29	S 89° 15' 00" E	100.00			
29	29	30	N 89° 15' 00" W	100.00			
30	30	31	N 00° 00' 00" W	100.00			
31	31	32	N 89° 15' 00" W	100.00			
32	32	33	S 89° 15' 00" E	100.00			
33	33	34	S 00° 00' 00" E	100.00			
34	34	35	S 89° 15' 00" E	100.00			
35	35	36	N 89° 15' 00" W	100.00			
36	36	37	N 00° 00' 00" W	100.00			
37	37	38	N 89° 15' 00" W	100.00			
38	38	39	S 89° 15' 00" E	100.00			
39	39	40	S 00° 00' 00" E	100.00			
40	40	41	S 89° 15' 00" E	100.00			
41	41	42	N 89° 15' 00" W	100.00			
42	42	43	N 00° 00' 00" W	100.00			
43	43	44	N 89° 15' 00" W	100.00			
44	44	45	S 89° 15' 00" E	100.00			
45	45	46	S 00° 00' 00" E	100.00			
46	46	47	S 89° 15' 00" E	100.00			
47	47	48	N 89° 15' 00" W	100.00			
48	48	49	N 00° 00' 00" W	100.00			
49	49	50	N 89° 15' 00" W	100.00			
50	50	51	S 89° 15' 00" E	100.00			
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53	53	54	N 89° 15' 00" W	100.00			
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55	55	56	N 89° 15' 00" W	100.00			
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57	57	58	S 00° 00' 00" E	100.00			
58	58	59	S 89° 15' 00" E	100.00			
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66	66	67	N 00° 00' 00" W	100.00			
67	67	68	N 89° 15' 00" W	100.00			
68	68	69	S 89° 15' 00" E	100.00			
69	69	70	S 00° 00' 00" E	100.00			
70	70	71	S 89° 15' 00" E	100.00			
71	71	72	N 89° 15' 00" W	100.00			
72	72	73	N 00° 00' 00" W	100.00			
73	73	74	N 89° 15' 00" W	100.00			
74	74	75	S 89° 15' 00" E	100.00			
75	75	76	S 00° 00' 00" E	100.00			
76	76	77	S 89° 15' 00" E	100.00			
77	77	78	N 89° 15' 00" W	100.00			
78	78	79	N 00° 00' 00" W	100.00			
79	79	80	N 89° 15' 00" W	100.00			
80	80	81	S 89° 15' 00" E	100.00			
81	81	82	S 00° 00' 00" E	100.00			
82	82	83	S 89° 15' 00" E	100.00			
83	83	84	N 89° 15' 00" W	100.00			
84	84	85	N 00° 00' 00" W	100.00			
85	85	86	N 89° 15' 00" W	100.00			
86	86	87	S 89° 15' 00" E	100.00			
87	87	88	S 00° 00' 00" E	100.00			
88	88	89	S 89° 15' 00" E	100.00			
89	89	90	N 89° 15' 00" W	100.00			
90	90	91	N 00° 00' 00" W	100.00			
91	91	92	N 89° 15' 00" W	100.00			
92	92	93	S 89° 15' 00" E	100.00			
93	93	94	S 00° 00' 00" E	100.00			
94	94	95	S 89° 15' 00" E	100.00			
95	95	96	N 89° 15' 00" W	100.00			
96	96	97	N 00° 00' 00" W	100.00			
97	97	98	N 89° 15' 00" W	100.00			
98	98	99	S 89° 15' 00" E	100.00			
99	99	100	S 00° 00' 00" E	100.00			
100	100	101	S 89° 15' 00" E	100.00			
101	101	102	N 89° 15' 00" W	100.00			
102	102	103	N 00° 00' 00" W	100.00			
103	103	104	N 89° 15' 00" W	100.00			
104	104	105	S 89° 15' 00" E	100.00			
105	105	106	S 00° 00' 00" E	100.00			
106	106	107	S 89° 15' 00" E	100.00			
107	107	108	N 89° 15' 00" W	100.00			
108	108	109	N 00° 00' 00" W	100.00			
109	109	110	N 89° 15' 00" W	100.00			
110	110	111	S 89° 15' 00" E	100.00			
111	111	112	S 00° 00' 00" E	100.00			
112	112	113	S 89° 15' 00" E	100.00			
113	113	114	N 89° 15' 00" W	100.00			
114	114	115	N 00° 00' 00" W	100.00			
115	115	116	N 89° 15' 00" W	100.00			
116	116	117	S 89° 15' 00" E	100.00			
117	117	118	S 00° 00' 00" E	100.00			
118	118	119	S 89° 15' 00" E	100.00			
119	119	120	N 89° 15' 00" W	100.00			
120	120	121	N 00° 00' 00" W	100.00			
121	121	122	N 89° 15' 00" W	100.00			
122	122	123	S 89° 15' 00" E	100.00			
123	123	124	S 00° 00' 00" E	100.00			
124	124	125	S 89° 15' 00" E	100.00			
125	125	126	N 89° 15' 00" W	100.00			
126	126	127	N 00° 00' 00" W	100.00			
127	127	128	N 89° 15' 00" W	100.00			
128	128	129	S 89° 15' 00" E	100.00			
129	129	130	S 00° 00' 00" E	100.00			
130	130	131	S 89° 15' 00" E	100.00			
131	131	132	N 89° 15' 00" W	100.00			
132	132	133	N 00° 00' 00" W	100.00			
133	133	134	N 89° 15' 00" W	100.00			
134	134	135	S 89° 15' 00" E	100.00			
135	135	136	S 00° 00' 00" E	100.00			
136	136	137	S 89° 15' 00" E	100.00			
137	137	138	N 89° 15' 00" W	100.00			
138	138	139	N 00° 00' 00" W	100.00			
139	139	140	N 89° 15' 00" W	100.00			
140	140	141	S 89° 15' 00" E	100.00			
141	141	142	S 00° 00' 00" E	100.00			
142	142	143	S 89° 15' 00" E	100.00			
143	143	144	N 89° 15' 00" W	100.00			
144	144	145	N 00° 00' 00" W	100.00			
145	145	146	N 89° 15' 00" W	100.00			
146	146	147	S 89° 15' 00" E	100.00			
147	147	148	S 00° 00' 00" E	100.00			
148	148	149	S 89° 15' 00" E	100.00			
149	149	150	N 89° 15' 00" W	100.00			
150	150	151	N 00° 00' 00" W	100.00			
151	151	152	N 89° 15' 00" W	100.00			
152	152	153	S 89° 15' 00" E	100.00			
153	153	154	S 00° 00' 00" E	100.00			
154	154	155	S 89° 15' 00" E	100.00			
155	155	156	N 89° 15' 00" W	100.00			
156	156	157	N 00° 00' 00" W	100.00			
157	157	158	N 89° 15' 00" W	100.00			
158	158	159	S 89° 15' 00" E	100.00			
159	159	160	S 00° 00' 00" E	100.00			
160	160	161	S 89° 15' 00" E	100.00			
161	161	162	N 89° 15' 00" W	100.00			
162	162	163	N 00° 00' 00" W	100.00			
163	163	164	N 89° 15' 00" W	100.00			
164	164	165	S 89° 15' 00" E	100.00			
165	165	166	S 00° 00' 00" E	100.00			
166	166	167	S 89° 15' 00" E	100.00			
167	167	168	N 89° 15' 00" W	100.00			
168	168	169	N 00° 00' 00" W				

July 24, 2018 - Regular Meeting
Agenda Item #41

Approved in Open Session 7/24/18,
Manatee County
Board of County Commissioners

Subject

Sovereignty Submerged Lands Easement for the 44th Avenue East Bridge over the Braden River

Briefings

None

Contact and/or Presenter Information

Joy Leggett Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Chris Munyon, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6285

Action Requested

- Execution of the Sovereignty Submerged Lands Easement to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Enabling/Regulating Authority

Chapter 125, Florida Statutes

Background Discussion

- The County will be constructing a new bridge across the Braden River as part of the 44th Avenue East Road Improvement Project from 45th Street East to 44th Avenue Plaza East (Project Number 6086960).
- Prior to construction of the bridge, which is within the Sovereignty Submerged Lands of Florida, Manatee County is required to attain an easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
- The bridge piers will be constructed within the Sovereignty Submerged Lands of Florida which includes tidal lands, islands, sandbars, shallow banks and lands water ward of the ordinary or mean high waterline, beneath navigable freshwater, or beneath tidally influenced waters.
- The Sovereignty Submerged Lands Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is for a period of 50 years.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney
D'Agostino

Instructions to Board Records

Please return original, executed Easement to Chris Munyon, Real Property Specialist, Property Acquisition Division, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205.

Please provide digital copies to Chris Munyon at chris.munyon@mymanatee.org and Eric Shroyer at eric.shroyer@mymanatee.org.

Distributed; Orig. Esmt sent to C. Munyon via courier, 7/26/18, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

Attachment: [Sovereignty Submerged Lands Easement.pdf](#)

Attachment: [Response Memo to CAO Matter No. 2018-0159 dtd 6.18.18.pdf](#)



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

DATE: June 18, 2018

TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 6-18-18*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PJD 6-18-2018*

RE: **44th Avenue East Bridge over Braden River Sovereignty Submerged Lands Easement; CAO Matter No. 2018-0159**

Issue Presented:

In this Request for Legal Services, you have asked whether a proposed Sovereignty Submerged Lands Easement (Easement) from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is legally acceptable for consideration by the Board of County Commissioners of Manatee County, Florida (Board).

Brief Answer:

I have reviewed the Easement. Below are my recommended changes and advice to staff. I have no objection from a legal standpoint to the attached revised Easement being presented the Board for consideration and execution.

Discussion:

Design of a bridge crossing the Braden River at 44th Avenue East is complete and Public Works Staff is moving forward towards construction. The County was recently issued an Environmental Resource Permit (ERP) by the Southwest Florida Water Management District for

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

the construction of the bridge. In order to construct the bridge, piers need to be constructed within submerged lands owned by the Board of Trustees of the Internal Improvement Trust Fund. According to the ERP, the proposed bridge requires a Sovereignty Submerged Land Easement pursuant to Chapter 18-21.005(1)(e)(2) of the Florida Administrative Code.

The Internal Improvement Trust Fund (Fund) and its Board of Trustees, were established in 1855, to oversee the management, sale and development of public lands granted to the State through various Congressional Acts. Today, the Department of Environmental Protection (DEP) performs all staff duties and functions related to the acquisition, administration, and disposition of state lands vested in the Board of Trustees of the Fund. Accordingly, the DEP has prepared the proposed Easement. Construction of the bridge cannot begin without an Easement from the Fund.

The County Attorney's Office (CAO) has identified only five (5) aspects of the Easement which pose a concern. In paragraph one (1), the Easement recites that the 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." Our office requested that this language be modified to simply say "Manatee County, a political subdivision of the State of Florida." Counsel for DEP was willing to change the language to "the governmental entity having maintenance responsibility" citing concerns over future road expansion or conversion to a state road. This modification proposed by the DEP is legally acceptable.

In paragraph three (3), the CAO requested that the address for notice to the County be modified. DEP has agreed to make this requested change.

In paragraph five (5), the Easement recites that "[t]he 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." The CAO asked DEP's counsel if the DEP has any knowledge of having previously granted any rights for this land in the Braden River to any third parties. In response, counsel directed us toward a website where we could purportedly see what state authorizations exist in the DEP database.

Despite my efforts to navigate this website and uncover the existence of any prior grants, I was unable to successfully answer this question. After presenting the DEP with a public records request for the relevant documents, DEP provided various documents, most of which dealt with property in Martin County, and were therefore, not relevant. One of the documents provided by DEP was entitled Amendment to Easements. That document purported to amend at least fourteen (14) easements granted to Florida Power & Light Company over various lands. I emailed DEP's counsel and requested a copy of the entire exhibit to that document as only page 3 of 6 was attached. I also requested a copy of the original easement which that document amended. DEP provided me with the original easement to Florida Power & Light Company as well as the entire

exhibit to the Amendment to Easements. For staff's benefit, all relevant supplemental documentation provided by the DEP is attached.

According to the records provided by DEP, the easement area is subject to the attached Sovereign Submerged Lands Easement granted to Florida Power and Light Company, as amended by the Amendment to Easement, also attached. Pursuant to that easement, as amended, Florida Power and Light Company has the right to install and maintain three (3) subaqueous electrical cables in the same area that the County desires to have an easement. I have already provided staff with this easement, as amended.

Staff should understand that if this Easement is executed, the County's rights will be subject to Florida Power and Light Company's easement rights. Accordingly, staff needs to ensure that all design and construction of the bridge is done in coordination with Florida Power and Light Company to accommodate their infrastructure and easement rights. Similarly, staff must make certain that any work performed by the County does not infringe upon the rights of Florida Power and Light Company, whose rights are superior.

Paragraph six (6) of the Easement contains a prohibition against the County damaging the easement lands. Since the project of constructing a bridge will, of course, involve some measure of damage (or disturbance), the CAO recommended that this paragraph be revised to say "Except as otherwise permitted by Environmental Resource Permit No. 430353341.009, Grantee shall not damage the easement lands or unduly interfere with public or private rights therein." DEP has agreed to revise this paragraph in a substantially similar way as follows:

Except as described in the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 430353341.009, dated January 31, 2018, Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

Paragraph ten (10) of the Easement contained a closing quotation mark which needed to be removed. DEP's counsel agreed with us and indicated that this edit would be made.

Conclusion:

Attached is the revised Easement, which incorporates all of the above recommended changes and edits. I have no objection from a legal standpoint to this revised Easement being presented to the Board for consideration. I express no opinion as to the business judgment of entering into this Easement.

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department
June 18, 2018
Page 4 of 4

I will continue to assist staff to revise these documents if so requested. This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Cheri Coryea, Deputy County Administrator
Charlie Bishop, Director, Property Management Department
Eric Shroyer, P.E., Project Manager, Public Works Department

This Instrument Prepared By
Celeda Wallace
Action No. 37135
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. 42108
BOT FILE NO. 410241383
PA NO. 430353341.009

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 Manatee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 10,
Township 35 South, Range 18 East, in Bradley River,
Manatee County, Florida, as is more particularly described
and shown on Attachment A, dated October 17, 2016.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 8, 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 public transportation purposes only by or under the supervision of the governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 430353341.009, dated January 31, 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. 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:

County Administrator
Manatee County, Florida
Post Office Box 1000
Bradenton, Florida 34206

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/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.

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: Except as described in the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 430353341.009, dated January 31, 2018, 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.

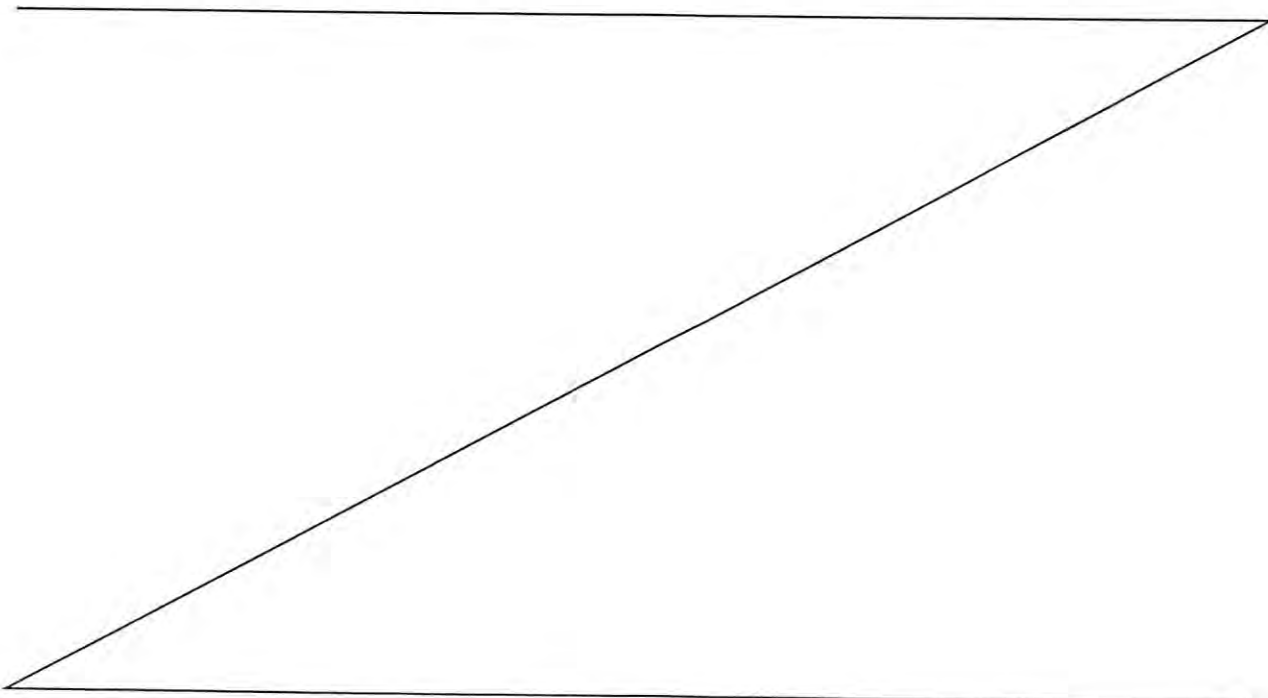
14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce 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.



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:

Notary Public, State of Florida

DEP Attorney

Date

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

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

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Priscilla Whisenant Trace
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 this _____ day of _____, 20____, by Priscilla Whisenant Trace as Chairman, for and on behalf of Board of County Commissioners of Manatee County, Florida. She 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

DESCRIPTION:

A PORTION OF BRADEN RIVER LOCATED IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10: THENCE S 82°13'54" E, A DISTANCE OF 738.25 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89°24'05" E, A DISTANCE OF 232.03 FEET TO A POINT HERINAFTER REFERRED TO AS POINT A; THENCE SOUTHERLY, ALONG THE MEAN HIGH WATER LINE OF BRADEN RIVER, THE FOLLOWING SIX (6) COURSES: 1) S 05°38'19" W, A DISTANCE OF 34.40 FEET; 2) THENCE S 61°37'42" W, A DISTANCE OF 35.77 FEET; 3) THENCE S 9°32'21" W, A DISTANCE OF 26.54 FEET; 4) THENCE S 18°02'23" W, A DISTANCE OF 23.52 FEET; 5) THENCE S 15°34'13" W, A DISTANCE OF 59.98 FEET; 6) THENCE S 05°30'41" W, A DISTANCE OF 41.96 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 177.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2,965.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00° 05' 57", A DISTANCE OF 5.13 FEET AND WHOSE CHORD BEARS N 89°21'06" W, A DISTANCE OF 5.13 FEET; THENCE NORTHERLY, ALONG THE AFORESAID MEAN HIGH WATER LINE, THE FOLLOWING EIGHT (8) COURSES: 1) N 00°59'41" E, A DISTANCE OF 11.86 FEET; 2) THENCE N 09°02'32" E, A DISTANCE OF 44.25 FEET; 3) THENCE N 02°10'17" W, A DISTANCE OF 47.53 FEET; 4) THENCE N 10°06'12" W, A DISTANCE OF 12.66 FEET; 5) THENCE N 32°24'09" E, A DISTANCE OF 28.84 FEET; 6) THENCE N 80°06'08" W, A DISTANCE OF 15.64 FEET; 7) THENCE N 12°12'22" E, A DISTANCE OF 37.01 FEET; 8) THENCE N 15°47'28" E, A DISTANCE OF 21.92 FEET TO THE POINT OF BEGINNING.

PARCEL B

THENCE FROM AFORESAID POINT A, S 89°24'05" E, A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89°24'05" E, A DISTANCE OF 595.70 FEET TO A POINT HERINAFTER REFERRED TO AS POINT B; THENCE SOUTHERLY, NORTHWESTERLY AND SOUTHERLY, ALONG THE MEAN HIGH WATER LINE OF BRADEN RIVER, THE FOLLOWING SIXTEEN (16) COURSES: 1) S 46°31'51" E, A DISTANCE OF 30.38 FEET; 2) THENCE S 21°42'56" E, A DISTANCE OF 33.33 FEET; 3) THENCE S 35°55'12" W, A DISTANCE OF 27.71 FEET; 4) THENCE S 03°28'00" E, A DISTANCE OF 24.64 FEET; 5) THENCE S 23°52'51" W, A DISTANCE OF 39.24 FEET; 6) THENCE S 37°17'50" W, A DISTANCE OF 27.73 FEET; 7) THENCE S 39°09'17" W, A DISTANCE OF 7.76 FEET; 8) THENCE N 00°51'53" W, A

DISTANCE OF 14.58 FEET; 9) THENCE N 52°22'47" E, A DISTANCE OF 20.05 FEET; 10) THENCE N 19°03'25" W, A DISTANCE OF 21.18 FEET; 11) THENCE N 39°39'57" W, A DISTANCE OF 65.31 FEET; 12) THENCE N 41°26'07" W, A DISTANCE OF 80.87 FEET; 13) THENCE S 15°59'40" W, A DISTANCE OF 81.17 FEET; 14) THENCE S 12°37'51" W, A DISTANCE OF 44.60 FEET; 15) THENCE S 05°34'23" E, A DISTANCE OF 50.34 FEET; 16) THENCE S 00°19'40" W, A DISTANCE OF 7.01 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 244.57 FEET; THENCE NORTHERLY AND SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING TWELVE (12) COURSES: 1) N 12°00'27" W, A DISTANCE OF 21.12 FEET; 2) THENCE N 06°29'14" E, A DISTANCE OF 75.02 FEET; 3) THENCE N 19°00'03" E, A DISTANCE OF 38.74 FEET; 4) THENCE N 09°05'24" E, A DISTANCE OF 31.59 FEET; 5) THENCE N 06°43'55" E, A DISTANCE OF 13.90 FEET; 6) THENCE N 72°44'51" W, A DISTANCE OF 9.96 FEET; 7) THENCE S 21°24'49" W, A DISTANCE OF 16.13 FEET; 8) THENCE S 22°29'09" W, A DISTANCE OF 27.98 FEET; 9) THENCE S 18°20'40" W, A DISTANCE OF 43.99 FEET; 10) THENCE S 23°26'42" W, A DISTANCE OF 39.91 FEET; 11) THENCE S 15°37'06" W, A DISTANCE OF 45.65 FEET; 12) THENCE S 14°21'23" W, A DISTANCE OF 16.60 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 246.90 FEET; THENCE NORTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) N 13°49'18" E, A DISTANCE OF 7.59 FEET; 2) THENCE N 13°10'06" E, A DISTANCE OF 56.30 FEET; 3) THENCE N 11°58'37" E, A DISTANCE OF 38.36 FEET; 4) THENCE N 16°39'50" E, A DISTANCE OF 52.92 FEET; 5) THENCE N 27°24'32" E, A DISTANCE OF 55.13 FEET TO THE POINT OF BEGINNING.

PARCEL C

THENCE FROM AFORESAID POINT B, S 89°24'05" E, A DISTANCE OF 37.49 FEET TO THE POINT OF BEGINNING AND THE MEAN HIGH WATER LINE OF BRADEN RIVER; THENCE S 89°24'05" E, A DISTANCE OF 113.75 FEET; THENCE SOUTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) S 15°11'47" W, A DISTANCE OF 3.42; 2) THENCE S 15° 01' 47" W, A DISTANCE OF 56.51 FEET; 3) THENCE S 13°55'34" W, A DISTANCE OF 55.40 FEET; 4) THENCE S 09°37'28" E, A DISTANCE OF 82.83 FEET; 5) THENCE S 15°33'08" E, A DISTANCE OF 6.81 FEET TO THE END OF SAID MEAN HIGH WATER LINE; THENCE N 89°24'05" W, A DISTANCE OF 93.61 FEET; THENCE NORTHERLY, ALONG THE MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) COURSES: 1) N 00°21'02" W, A DISTANCE OF 49.20 FEET; 2) THENCE N 01°15'40" E, A DISTANCE OF 42.25 FEET; 3) THENCE N 22°29'46" E, A DISTANCE OF 62.55 FEET; 4) THENCE N 15°43'19" W, A DISTANCE OF 45.43 FEET; 5) THENCE N 69°37'30" W, A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING.

After Recording RETURN TO:
 Bureau of Submerged Lands and Preserves
 3900 Commonwealth Boulevard
 Mail Station No. 125
 Tallahassee, Florida 32399

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

SOVEREIGN SUBMERGED LANDS EASEMENT

NO. 00281(4141-41)

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 Florida Power and Light Company, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 10,
 Township 35 South, Range 18 East, in Braden River,
Manatee County, as is more particularly described
 and shown on Attachment A, dated July 29, 1991.

TO HAVE THE USE OF the hereinabove described premises for a period of 30 years from September 13, 1991, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

1. The above described parcel of land shall be used solely for the installation and maintenance of three subaqueous electrical cables.
2. The consideration for this easement shall be an amount as determined by the rule establishing fees for utility crossings. Once the rule is adopted, payment shall be remitted to the Grantor according to the rule. The established fee shall be assessed from the effective date of the subject rule.
3. Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
4. 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. Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
6. 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.

RECORD VERIFIED
 R.B. SHORE CLERK OF CIRCUIT COURT
 BY: 

7. 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. The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

9. Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. 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 Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Florida Power and Light Company
700 Universe
Juno Beach, Florida 33408

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.

12. 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. Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee shall be allowed a 30-day grace period after expiration of this easement to apply in writing for a renewal. If the Grantee fails to apply for a renewal within the grace period, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the premises and remove all structures and equipment occupying and erected thereon at its expense.

14. 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 Item 11 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.

15. 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.

Page 2 of 5 Pages
Easement No. 00281(4141-41)

O.R. 1373 PG 1010

16. The Grantee, at its own expense, shall record this easement and any subsequent approved renewal and/or modified easements in the official records of the county within which the easement site is located within ten (10) days after receipt of a fully executed copy of this easement, and shall provide the Grantor with a copy of the recorded easement indicating the book and page at which the easement is recorded.

17. 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.

18. SPECIAL EASEMENT CONDITIONS:

a. 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 erosion control. Erosion control measures may include but are not limited to the use of staked hay bales, filter cloth, staged construction and turbidity screens. Erosion control devices shall be inspected daily during construction and remain until the site has stabilized.

b. Fourteen days prior to construction of work authorized by this easement, the Grantee shall provide written notification of the date of commencement of construction to the Planning Manager of the Division of State Lands West Central Florida District Office, 8402 Laurel Fair Circle, Suite 212, Tampa, Florida 33612. All correspondence shall include the applicants name and file number 411872253.

WITNESSES:

[Signature]
Original Signature

Teresa B. Cook
Typed/Printed Name of Witness

[Signature]
Original Signature

Karen H. Parrish
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared Deborah H. Parrish, to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of March, A.D., 1992.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
DNR Attorney

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

(SEAL)

BY [Signature]
Deborah H. Parrish, Deputy Director,
Division of State Lands, Agent for the
Board of Trustees of the Internal
Improvement Trust Fund

"GRANTOR"

[Signature]
Notary Public (SEAL)
State of Florida at Large

Leigh O'Shields
Typed/Printed Name of Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires April 18, 1995

Commission No. CC100616

WITNESSES:

[Signature]
Original Signature

Constance Brahm
Typed/Printed Name of Witness

[Signature]
Original Signature

Barbara C. Hill
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared J. E. HERTZ to me well known and known to me to be the person who executed the foregoing instrument, and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29 day of JANUARY, A.D., 1992.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 13, 1995
~~BONDED THROUGH GENERAL INS. UND.~~
Commission No. CC142588

Florida Power and Light Company (SEAL)
Grantee

BY [Signature]
Original Signature of Executing Authority

J. E. Hertz
Typed/Printed Name of Executing Authority

Vice President - Corp. Services
Title of Executing Authority

"GRANTEE"

[Signature]
Notary Public

Barbara C. Hill
Typed/Printed Name of Notary Public

State of FLORIDA at Large

AMENDMENT TO EASEMENTS

This Amendment to Easements is entered into this 9th day of October, 1995, by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Grantor, and Florida Power & Light Company, a Florida corporation, as Grantee.

WHEREAS, the parties hereto have entered into those easements identified on Exhibit "A" which is attached hereto and by reference made a part hereof (the "Easements"); and

WHEREAS, the parties hereto wish to amend the Easements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties agree as follows:

1. The Easements are hereby amended to add the following paragraph:

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.

2. The terms of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Except as expressly set forth herein, all other provisions of the Easements remain the same and the Easements shall remain in full force and effect and are hereby ratified and confirmed as of the date of this Amendment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day first above written.

GRANTOR

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

By: Carolyn Thompson (SEAL)
Carolyn Thompson, Senior
Management Analyst, Bureau of Land
Management Services, Division of
State Lands, Department of
Environmental Protection

Keith Clayton
Witness

Keith Clayton
Printed/Typed Name

Keisha L. Wilson
Witness

Keisha L. Wilson
Printed/Typed Name

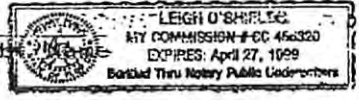
APPROVED AS TO FORM AND LEGALITY

By: Sayk. Herin
DEP Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of October, 1995, by Carolyn Thompson, as Senior Management Analyst, Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, acting 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.

Leigh O'Shea
Notary Public, State of Florida



Printed/Typed Name: _____
Commission Number: _____
Commission Expires: _____

GRANTEE

FLORIDA POWER & LIGHT COMPANY, a Florida corporation

By: John M. Chism
John M. Chism, Director of Land Management and Assistant Secretary

(Corporate Seal)

Sharon M. Powell
Witness

Sharon M. Powell
Printed/Typed Name

Donna M. Rodebaugh
Witness

Donna M. Rodebaugh
Printed/Typed Name

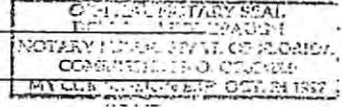
STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3rd day of October, 1995, by John M. Chism, as Director of Land Management and Assistant Secretary, Florida Power & Light Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

Donna M. Rodebaugh
Notary Public, State of Florida

Printed/Typed Notary Name

Commission Number: _____
Commission Expires: _____



SUBMERGED LANDS EASEMENT REPORT

COUNTY	DER_NUMBER	EASEMENT NO.	GRANTEE	EFFDATE	EXPDATE	USEDFOR	SEC TWP RGE WATERBODY	SQFT	ACRES	AP TYPE
DADE	130680356	26403(3356-13)	FLORIDA POWER & LIGHT	10/18/83	10/18/13	TWO PUBLIC UTILITY POWER LINES	04 54S 42E BISCAYNE BAY	13764.96	0.316	NA 45
DADE	131228216	27917(3705-13)	FLORIDA POWER & LIGHT	11/18/86	11/18/16	PLACEMENT OF 2 SUBAQUEOUS PUBLIC UTILITY ELECTRICAL CABLES	05 54S 42E BISCAYNE BAY	23958.00	0.976	NA 43
DADE	131456326	00055(3870-13)	FLORIDA POWER & LIGHT COMPANY	02/28/89	02/28/19	SUBAQUEOUS ELECTRICAL LINE PIPELINE	14 52S 42E BISCAYNE BAY	0.00	0.211	NA
FLAGLER	181778202	00178(4015-18)	FLORIDA POWER & LIGHT COMPANY	07/10/90	07/10/20	INSTALLTN/MAINTENANCE SUBAQUEOUS PUBLIC UTILITY ELECTRCL CBL	32 10S 31E INTRACOASTAL WATERWAY	0.40	0.000	HA 43
FLAGLER	181992312	28941	FLORIDA POWER & LIGHT COMPANY	01/13/93	01/13/23	INSTALLATION OF SUBAQUEOUS ELECTRICAL UNTILITY CABLE	12 12S 31E INTRACOASTAL WATERWAY	6683.00	0.000	NA 43
	182525212	29398	FLORIDA POWER & LIGHT CO.	12/22/94	12/22/19	INSTALLATION OF A SUBAQUEOUS ELECTRICAL UTILITY CABLE	02 12S 31E ICWN & LEIGH CANAL	31508.00	0.000	NA 43
FRANKLIN	190189021	26604(3549-19)	FLORIDA POWER & LIGHT	05/16/85	05/16/15	INSTALL 3 PHASE, 100KCM 15KV SUBAQUEOUS INSULATED UTILITY CBL	29 07S 04W CARRABELLE RIVER	2831.40	0.065	NA 43
FRANKLIN	130680356	26403(3356-13)	FLORIDA POWER & LIGHT	10/18/83	10/18/13	REPLACE AND REMOVE SUBAQUEOUS CABLE	04 54S 42E BISCAYNE BAY	13764.96	0.316	NA 45
FRANKLIN	131228216	27917(3705-13)	FLORIDA POWER & LIGHT	11/18/86	11/18/16	PLACEMENT OF 2 SUBAQUEOUS PUBLIC UTILITY ELECTRICAL CABLES	05 54S 42E BISCAYNE BAY	23958.00	0.976	NA 43
INDIAN RIVER	311644744	00205(4044-31)	FLORIDA POWER & LIGHT	10/23/90	10/23/90	SUBAQUEOUS UTILITY-CABLE(TV, TELEPHONE, ELECTRICAL)	02 32S 39E INDIAN RIVER	224859.00	0.000	17 53
LEE	360692345	26405(3385-36)	FLORIDA POWER & LIGHT	03/20/84	03/20/14	"ONE"PRIMARY SUBAQUEOUS ELECTRICAL UTILITY CABLE	01 46S 24E ESTERO BAY	0.00	23.160	NA

Note to file: The original easement together with a copy of all 6 pps of the Exhibit A has been filed in BOT File No. 050994134 - See that file for the complete copy/file

SUBMERGED LANDS EASEMENT REPORT

COUNTY	DER_NUMBER	EASEMENT NO.	GRANTEE	EFFDATE	EXPDATE	USED FOR	SEC TWP RGE WATERBODY	SQFT	ACRES	AP TYPE
LEE	360928395	26600(3532-36)	FLORIDA POWER & LIGHT COMPANY	04/08/85	04/08/15	SUBAQUEOUS ELECTRICAL CABLE	34 47S 25E IMPERIAL RIVER	0.00	0.616	NA
	361457179	00360(4241-36)	FLORIDA POWER & LIGHT COMPANY	01/26/93	01/26/18	FOR A LONGARD TUBE THAT ACT BREAKWATER TO STABILIZE THE	26 43S 20E GULF OF MEXICO	22100.00	0.000	15 42
MANATEE	410189153	26265(3251-41)	FLORIDA POWER & LIGHT COMPANY	07/17/82	/ /	CONST., MAINTENANCE & USE OF TRANSMISSION LINE STRUCTURES	10 34S 18E MANATEE RIVER	0.00	11.100	NA
MANATEE	41020180W	29220	FLORIDA POWER & LIGHT COMPANY	03/30/94	03/30/24	2 UTILITY CROSSING (AERIAL)	32 34S 18E BRADEN RIVER	226500.00	0.000	NA 43
MANATEE	411872253	00281(4141-41)	FLORIDA POWER & LIGHT COMPANY	09/13/91	09/13/21	INSTALLATH/MAINTAINENCE OF 3 SUBAQUEOUS ELECTRICAL CABLES	10 35S 18E BRADEN RIVER	119703.00	0.000	NA 43
MANATEE	412036623	00312(4178-41)	FLORIDA POWER & LIGHT COMPANY	02/03/92	02/03/22	INSTALLATION/MAINTENANCE OF A SUBAQUEOUS CABLE CROSSING	21 34S 16E ANNA MARIA SOUND	173721.00	0.000	NA 43
MARTIN	430189218	26333(3259-43)	FLORIDA POWER & LIGHT	12/07/82	12/07/32	CABLE INSTALLATION	17 38S 42E ST. LUCIE RIVER	0.00	2.160	NA
MARTIN	431188288	27865(3682-43)	FLORIDA POWER & LIGHT	10/13/86	10/13/16	SUBAQUEOUS CABLE	NA 38S 41E ST. LUCIE CANAL	0.00	0.000	NA
MARTIN	432110868	28901(-)	FLORIDA POWER & LIGHT COMPANY	11/23/92	11/23/22	INSTALLATION/MAINTENANCE OF SUBAQUEOUS ELECTRICAL CABLE.	HG 38S 41E MANATEE POCKET	39291.00	0.000	NA 43
	482373254	29384	FLORIDA POWER & LIGHT COMPANY	01/13/95	01/13/24	PLACEMENT FIBER OPTIC CALBE	07 22S 32E ECONLOCKHATCHEE RIVER	7228.00	0.000	NA 43
PALM BEACH	500189276	26239(3206-50)	FLORIDA POWER & LIGHT COMPANY	03/25/82	/ /	SUBAQUEOUS UTILITY EASEMENT FOR DISTRIBUTION CABLE INSTALLN	21 46S 43E INTRACOASTAL WATERWAY	0.00	0.150	NA
PALM BEACH	500786596	26443(3421-50)	FLORIDA POWER & LIGHT COMPANY	11/17/83	11/17/13	UTILITY CABLE CROSSING	03 45S 43E LAKE WORTH	0.00	0.000	NA
PALM BEACH	500875496	26578(3500-50)	FLORIDA POWER & LIGHT	02/19/85	02/19/15	SUBAQUEOUS TRANSHMISSION	07 41S 43E LAKE WORTH CREEK	0.00	0.000	NA
PALM BEACH	500933486	26565(3529-50)	FLORIDA POWER & LIGHT COMPANY	03/13/85	03/13/15	SUBAQUEOUS UTILITY CABLE	21 42S 43E LAKE WORTH	0.00	0.000	NA

Note to file: The original amendment together with a copy of all 6 pps of the Exhibit A has been filed in BOF file No. 050974134. See that file for the complete copy/file.

SUBMERGED LANDS EASEMENT REPORT

COUNTY	DER_NUMBER	EASEMENT NO.	GRANTEE	EFFDATE	EXPDATE	USEDFOR	SEC TWP RGE	WATERBODY	SQFT	ACRES	AP TYPE
PALM BEACH	501516816	00188(4025-50)	FLORIDA POWER & LIGHT COMPANY	08/28/90	08/28/20	INSTALLATION/MAINTENANCE SUBAQUEOUS ELECTRICAL UTILITY CABLE.	07 41S 43E	LAKE WORTH CREEK	0.00	0.000	NA 43
PALM BEACH	501731006	00186(4023-50)	FLORIDA POWER & LIGHT	07/19/90	07/19/20	INSTALLATION/MAINTENANCE OF A SUBAQUEOUS ELECTRICAL CABLE	34 42S 43E	LAKE WORTH	0.00	3.430	NA
PALM BEACH	502102746	28988	FLORIDA POWER & LIGHT COMPANY	04/30/93	04/30/23	INSTALLATION OF A SUBAQUEOUS ELECTRICAL UTILITY CROSSING	17 41S 43E	INTERCOASTAL WATERWAY	11997.00	0.000	NA 43
	502180406	28907	FLORIDA POWER & LIGHT COMPANY	12/09/94	12/09/19	A SUBAQUEOUS ELECTRICAL CABLE	34 42S 43E	LAKE WORTH	21090.00	0.000	NA 43
WELLS	520109351	26257(3168-52)	FLORIDA POWER CORPORATION	05/16/82	/ /	INSTALLATION, MAINTENANCE & USE OF A SUBAQUEOUS ELEC. CABLE	16 29S 15E	CLEARWATER HARBOR/INTRACOS TAL WATERWAY	0.00	3.000	NA
WELLS	520159373	26290(3246-52)	FLORIDA POWER CORPORATION	09/21/82	/ /	INSTALLATION/MAINTENANCE & USE OF SUBAQUEOUS ELECTRIC CABLE	19 30S 15E	THE BRACKS	0.00	0.400	NA
WELLS	521345633	28256(3791-52)	FLORIDA POWER CORPORATION	12/15/87	12/15/17	INSTALLATION OF A SUBAQUEOUS ELECTRIC UTILITY CABLE	02 27S 15E	ANCLOTE RIVER	0.00	0.500	NA
	522330273	29167	FLORIDA POWER CORPORATION (78th AVE BRIDGE)	02/14/95	02/14/25	AN EXISTING SUBAQUEOUS UTILITY CABLE AND AN OVERHEAD ELECTRI	30 30S 15E	INTRACOSTAL WATERWAY	5855.00	0.000	02-43
PUTNAM	540189432	26406(3366-54)	FLORIDA POWER & LIGHT COMPANY	07/19/83	07/19/33	TWO OVERHEAD TRANSMISSION LINES & SUPPORT STRUCTURES	39 10S 27E	ST. JOHNS RIVER	0.00	0.000	NA
ST. JOHNS	550673042	26364(3346-55)	FLORIDA POWER & LIGHT	03/15/83	03/15/33	CABLE INSTALLATION	05 07S 30E	TOLOMATO RIVER	0.00	1.530	NA
ST. JOHNS	550826822	26470(3453-55)	FLORIDA POWER & LIGHT COMPANY	02/15/84	02/15/14	CABLE INSTALLATION	10 08S 30E	HATANZAS RIVER/INTRACOS TAL WATERWAY	0.00	6.870	NA
ST. JOHNS	551266022	28034(3776-55)	FLORIDA POWER & LIGHT COMPANY	11/04/87	11/04/17	SUBAQUEOUS UTILITY TRANSMISSION LINE	10 08S 30E	HATANZAS RIVER/SAN JULIAN CREEK	0.00	15.240	NA

Note to file:

SUBMERGED LANDS EASEMENT REPORT

COUNTY	DER_NUMBER	EASEMENT NO.	GRANTEE	EFFDATE	EXPDATE	USEDFOR	SEC TWP RGE WATERBODY	SQFT	ACRES	AP TYPE
ST. JOHNS	551953562	00263(4120-55)	FLORIDA POWER & LIGHT COMPANY	10/23/91	10/23/21	INSTALLATH/MAINTENACE SUBAQUEOUS ELECTRICAL CABLE CROSSIG	05 08S 30E MANTANZAS RIVER	403624.00	9.260	NA 43
ST. JOHNS	552315692	29036	FLORIDA POWER & LIGHT COMPANY	09/08/93	09/08/23	INSTALLATION OF A SUBAQUEOUS CROSSING	15 08S 30E MANTANZAS RIVER	228254.00	0.000	NA 43
ST. LUCIE	560189468	26241(3190-56)	FLORIDA POWER & LIGHT CORPORATION	04/06/82	/ /	INSTALLATION/MAINTENANCE AND USE OF A SUBAQUEOUS CABLE	27 36S 40E ST. LUCIE RIVER	0.00	1.100	NA
ST. LUCIE	560189478	26334(3293-56)	FLORIDA POWER LIGHT & COMPANY	12/07/82	12/07/32	CABLE INSTALLATION	27 36S 40E ST. LUCIE RIVER	0.00	2.250	NA
ST. LUCIE	560629128	26395(3311-56)	FLORIDA POWER & LIGHT COMPANY	11/24/82	11/24/32	CABLE REPLACEMENT/ REPAIR	03 35S 40E INDIAN RIVER	0.00	0.000	NA
ST. LUCIE	560845789	26536(3479-56)	FLORIDA POWER AND LIGHT COMPANY	09/20/84	09/20/14	SUBAQUEOUS UTILITY CROSSING	10 34S 40E INDIAN RIVER	0.00	23.880	NA
SARASOTA	580189533	26291(3283-58)	FLORIDA POWER AND LIGHT COMPANY	11/18/82	/ /	INSTALLATION AND MAINTENANCE OF CABLE RELOCATION	22 36S 17E NEW PASS	0.00	0.750	NA
SARASOTA	580189543	26292(3280-59)	FLORIDA POWER & LIGHT COMPANY	11/18/82	/ /	INSTALLATION/MAINTENANCE AND USE OF A SUBAQUEOUS CABLE	22 36S 17E SARASOTA BAY	0.00	0.750	NA
SEMINOLE	591034034	28015(3764-59)	FLORIDA POWER & LIGHT	08/10/87	08/10/17	4 WOODEN H-FRAME POWERLINE SUPPORT STRUCTURES W/3 CON	16 19S 30E ST. JOHNS RIVER	0.00	9.520	NA
VOLUSIA	640179764	29052	FLORIDA POWER AND LIGHT COMPANY	10/28/93	10/28/23	EXISTING SUBAQUEOUS ELECTTRICAL CABLE	36 14S 32E HALIFAX RIVER	77136.00	0.000	NA 43
VOLUSIA	640189594	26156(3113-64)	FLORIDA POWER AND LIGHT COMPANY	05/05/81	/ /	INSTALLATION/MAINTENANCE AND USE OF SUBAQUEOUS CABLE	14 14S 32E HALIFAX RIVER	0.00	1.120	NA
VOLUSIA	640189604	26276(3256-64)	FLORIDA POWER & LIGHT COMPANY	09/02/82	/ /	SUBAQUEOUS UTILITY EASEMENT FOR CABLE INSTALLATION	27 15S 33E HALIFAX RIVER	0.00	2.030	NA
VOLUSIA	640875504	26560(3522-64)	FLORIDA POWER & LIGHT	01/08/85	01/08/15	SUBQUEOUS CABLE INSTALLATION	31 17S 34E INDIAN RIVER NORTH	0.00	6.210	NA

SUBMERGED LANDS EASEMENT REPORT

COUNTY	DER_NUMBER	EASEMENT NO.	GRANTEE	EFFDATE	EXPDATE	USEDFOR	SEC TWP RGE	WATERBODY	SQFT	ACRES	AP TYPE
VOLUSIA	641301064	28045(3779-64)	FLORIDA POWER & LIGHT CORP.	12/22/87	12/22/17	SUBAQUEOUS ELECTRIC TRANSMISSION LINE	34 25S 33E	HALIFAX RIVER	0.00	1.790	NA
*** Total ***									5504479.07	156.378	

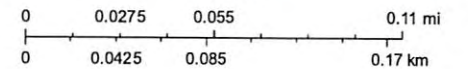
TIITF Submerged Lands Easement 00281(4141-41); DMID 141802



June 15, 2018

- Public Land Survey System 2006
- State Land Records (BTLDSR)

1:2,257



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FDEP
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user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TITLE AND LAND RECORDS SECTION
BOARD OF TRUSTEES LAND DATABASE SYSTEM
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

WORKSHEET ID: 111600
COUNTY: Manatee
FILE NUMBER: BRADEN RIVER BRIDGE PROJECT
APPLICANT: PAMELA DAGOSTINO
COMPANY: MANATEE COUNTY
SITE: 44TH AVE EAST ACROSS THE BRADEN RIVER
TYPE OF ACTIVITY:
PROJECT LOCATION: 3 35S 18E
10 35S 18E
AQUATIC PRESERVE: N/A
WATER BODY: BRADEN RIVER

DETERMINATION STATEMENT: RECORDS INDICATE THE LANDS LYING BELOW THE MEAN HIGH WATER LINE AT THIS SITE ARE STATE OWNED, AND SUBJECT TO BOARD OF TRUSTEES SUBMERGED LANDS EASEMENT NO. 00281(4141-41) - DMID 141802, TO FLORIDA POWER & LIGHT AS MODIFIED ON 10/09/1995 - DMID 36840. THESE COMMENTS CORRECT AND SUPERCEDE WORKSHEET NO. 106598 FROM NOV, 2016.
TO CELEDA WALLACE, BPLA
TONI STURTEVANT, OGC
MJK 6/15/2018

PREPARER: KNAPP_M
DATE APPROVED:
APPROVED BY:
WORKSHEET STATUS: Review