This Instrument Prepared By:
Celeda Wallace
Action No. 49971
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 130
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43048
BOT FILE NO. 410368293
PA NO. 41-0433100-002-EI

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Manatee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 04, Township 35 South, Range 16 East, in the Manatee River, Manatee County, Florida, containing 149,843 square feet, more or less, as is more particularly described and shown on Attachment A dated November 16, 2023.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from August 29, 2024, 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 the construction, operation, and maintenance of a subaqueous fiber optic cable and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 41-0433100-002-EI, dated August 26, 2024, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

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.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

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

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

Signature:_____

Printed Name:_____

Address: 3800 Commonwealth Boulevard

Tallahassee, Florida 32399

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

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Boulevard
Tallahassee, Florida 32399

"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:

9/25/2026

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Signature: Vicki Tessmer

Printed Name: Vicki Tessmer

Address: 1115 Manatee Ave. W.
Bradenton, FL 34205

Signature: Quantana Acevedo

Printed Name: Quantana Acevedo

Address: 9000 Town Center Parkway
Lakewood Ranch, FL 34202

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

BY: Tal
Original Signature of Executing Authority 10/20/26

Tal Siddique
Typed/Printed Name of Executing Authority

Chairperson
Title of Executing Authority

Attest: Angelina Colonneso
Clerk of the Circuit Court and Comptroller

By: Robin Roth DC
Deputy Clerk

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

GRANTEE

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 20th day of October 20 26, by Tal Siddique as Chairperson, for and on behalf of Board of County Commissioners of Manatee County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

March 6, 2028

Commission/Serial No. HH 500953

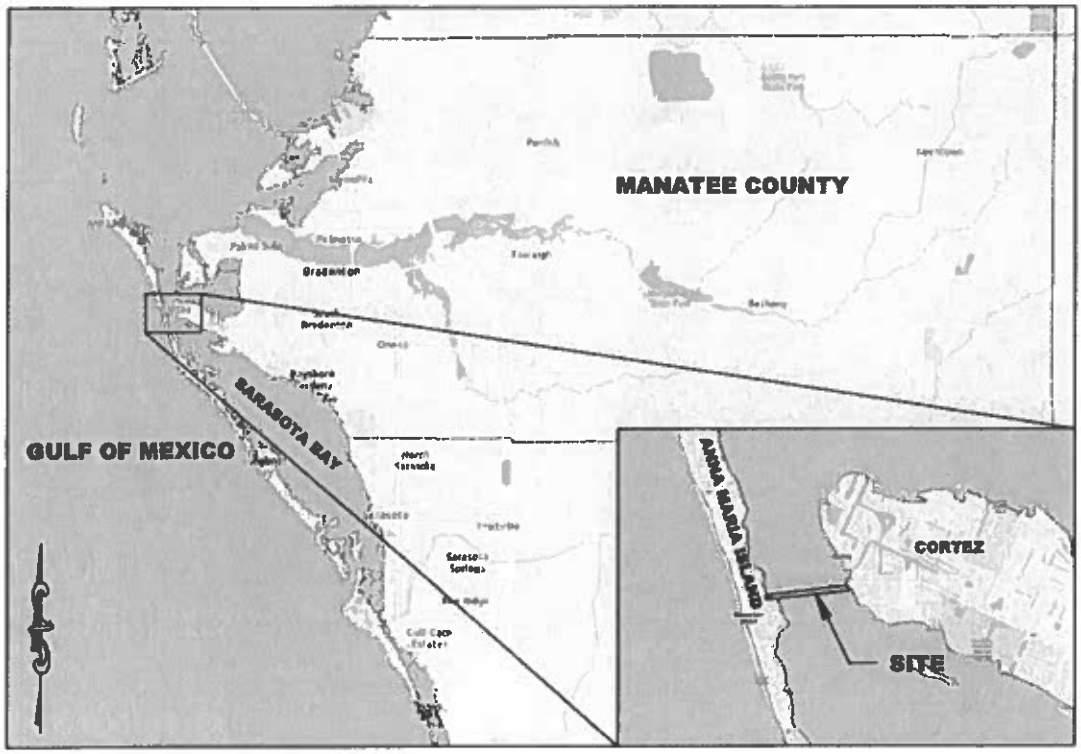
Quantana Acevedo
Signature of Notary Public

Notary Public, State of Florida

Quantana Acevedo
Printed, Typed or Stamped Name

QUANTANA D. ACEVEDO
Notary Public-State of Florida
Commission # HH 500953
My Commission Expires
March 06, 2028

LEGAL DESCRIPTION AND SKETCH



THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE PUT FORTH IN RULES 5J-17.050 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2023.11.16 15:47:49 -05'00'

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

DATE

NOTES

1. THIS IS NOT A FIELD SURVEY.
2. STATE PLANE COORDINATES LISTED HEREON ARE NAD 83/11, FL WEST ZONE.

Hyatt Survey Services, Inc. LB No. 7203 Geographic Data Specialists 2012 Lena Road Bradenton, Florida 34211 Phone: (941) 748-4693	**SOVEREIGN SUBMERGED LAND EASEMENT** **SARASOTA BAY - 149,842.5 SF ±**			
	SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: N/A
	MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2757	

DESCRIPTION

A SOVEREIGN SUBMERGED LAND EASEMENT LYING WITHIN THE WATERS OF THE MANATEE RIVER LOCATED IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA; COMMENCE AT THE SOUTHWEST CORNER OF LOT 13 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "STONES RESUBDIVISION" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 4, PAGE 51; THENCE N 17°02'47" W ALONG THE WEST LINE OF SAID LOT 13 A DISTANCE OF 52.25 FEET, TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE CONTINUE N 17°02'47"W ALONG A NORTHERLY EXTENSION OF SAID WEST LINE A DISTANCE OF 22.46 FEET; THENCE DEPARTING SAID NORTHERLY EXTENSION N 72°57'13" E , A DISTANCE OF 99.89 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF SARASOTA BAY AND THE POINT OF BEGINNING; THENCE THROUGH AND ACROSS THE WATERS OF SARASOTA BAY, N 85°41'48" E, A DISTANCE OF 535.12 FEET; THENCE N 85°49'17" E , A DISTANCE OF 766.69 FEET; THENCE N 85°34'21" E, A DISTANCE OF 349.36 FEET; THENCE N 83°23'52" E, A DISTANCE OF 159.71 FEET; THENCE N 80°02'21" E, A DISTANCE OF 521.73 FEET; THENCE N 79°49'56" E, A DISTANCE OF 146.47 FEET; THENCE N 83°04'21" E, A DISTANCE OF 26.78 FEET TO THE ACTUAL MEAN HIGH WATERLINE FALLING ON THE FACE ON AN EXISTING SEAWALL AND A NON-TANGENT POINT OF CURVATURE; THENCE ALONG THE MEAN HIGH WATER LINE AND FACE OF SEAWALL ALONG SAID NON-TANGENT CURVE CONCAVE EASTERLY WITH A RADIUS OF 35.46 FEET, CHORD S 56°43'37" E 37.04', A DISTANCE OF 38.97 FEET; THENCE DEPARTING THE SEAWALL FACE AND CONTINUING ALONG THE MEAN HIGH WATER LINE S 30°13'07" W, A DISTANCE OF 10.38 FEET; THENCE S 16°08'18" W, A DISTANCE OF 29.93 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE THROUGH AND ACROSS THE WATERS OF SARASOTA BAY S 66°40'06" W, A DISTANCE OF 6.54 FEET; THENCE S 81°57'55" W, A DISTANCE OF 29.08 FEET; THENCE S 80°39'35" W, A DISTANCE OF 143.30 FEET; THENCE S 80°02'17" W, A DISTANCE OF 523.57 FEET; THENCE S 83°23'52" W, A DISTANCE OF 162.57 FEET; THENCE S 85°34'21" W, A DISTANCE OF 344.61 FEET; THENCE S 85°49'17" W, A DISTANCE OF 766.75 FEET; THENCE S 85°43'39" W, A DISTANCE OF 505.71 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF SARASOTA BAY; THENCE ALONG SAID MEAN HIGH WATER LINE N 05°53'39" W, A DISTANCE OF 14.43 FEET; THENCE N 29°56'15" W, A DISTANCE OF 29.84 FEET; THENCE N 46°23'06" W, A DISTANCE OF 24.79 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 149,842.5 SQUARE FEET MORE OR LESS.

BOM REVIEWED By SEW Date 2/28/24

NOTES

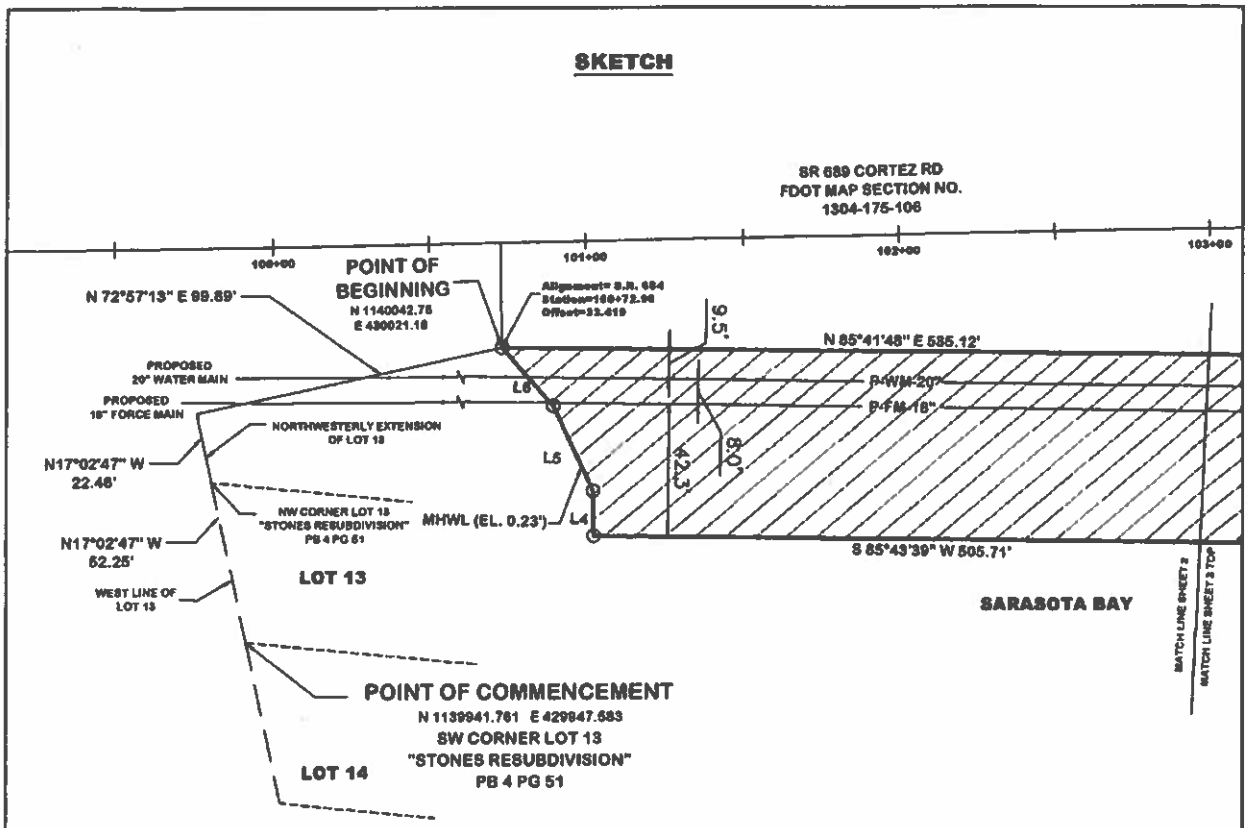
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Hyatt Survey Services, Inc.
LB No. 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693

SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: N/A
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2757	

SKETCH

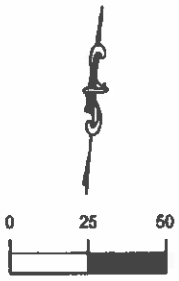


LINE INFORMATION

L4	N 05°53'39" W 14.43'
L5	N 29°56'15" W 29.84'
L6	N 46°23'06" W 24.79'

ABBREVIATIONS

PB	PLAT BOOK
P-FM-18	PROPOSED 18" FORCE MAIN
PG	PAGE
PID	PARCEL IDENTIFICATION
P-WM-20	PROPOSED 20" WATER MAIN
AC	ACRES
SF	SQUARE FEET
R	RADIUS
A	ARC LENGTH
CH	CHORD
MHWL	MEAN HIGH WATER LINE
EL.	ELEVATION



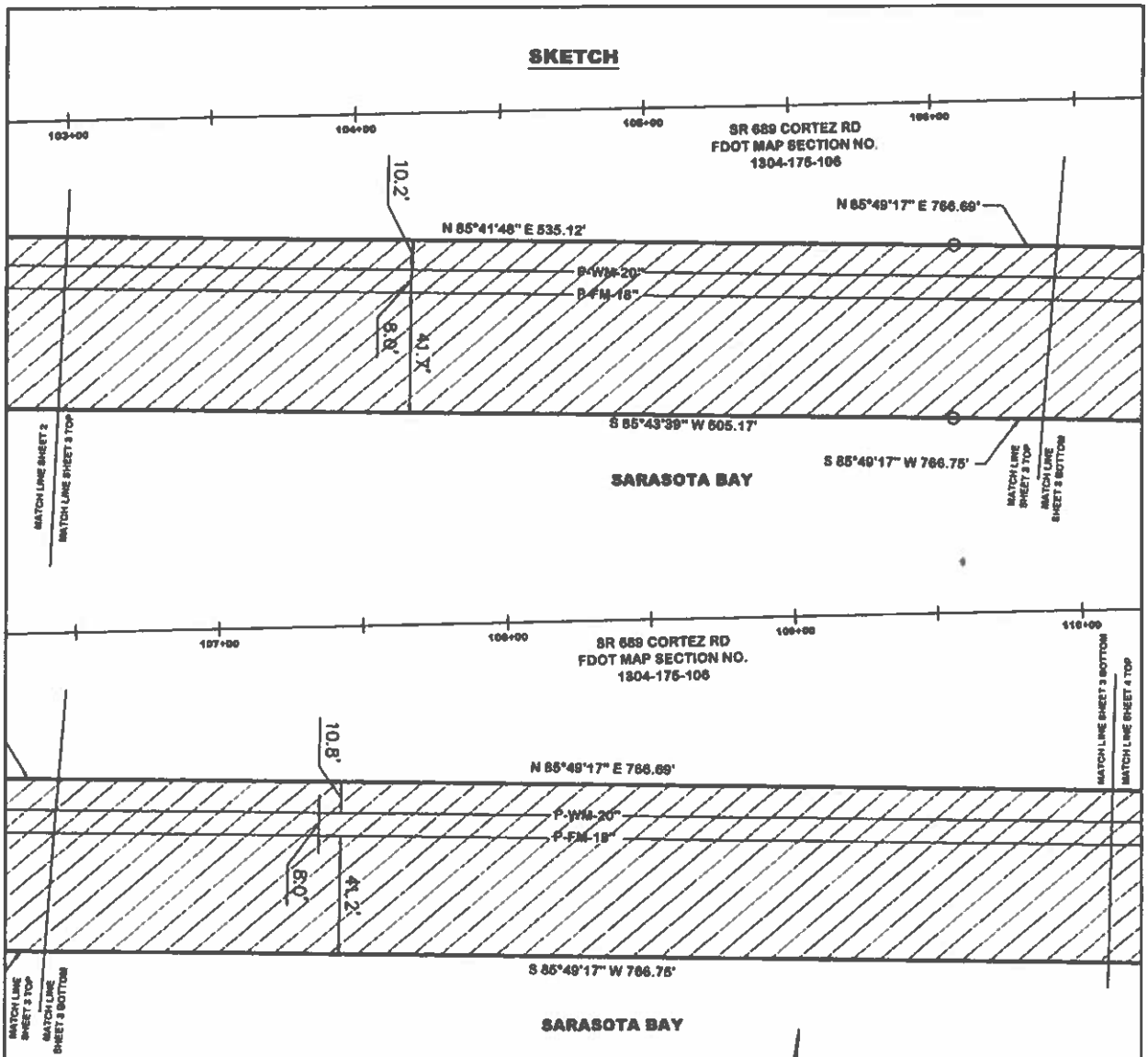
PAGE 3 OF 7

(SEE PAGE 2 OF 7 FOR NOTES AND DESCRIPTION)

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SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: 1" = 50'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2757	



ABBREVIATIONS

PB	PLAT BOOK
PG	PAGE
PID	PARCEL IDENTIFICATION
AC	ACRES
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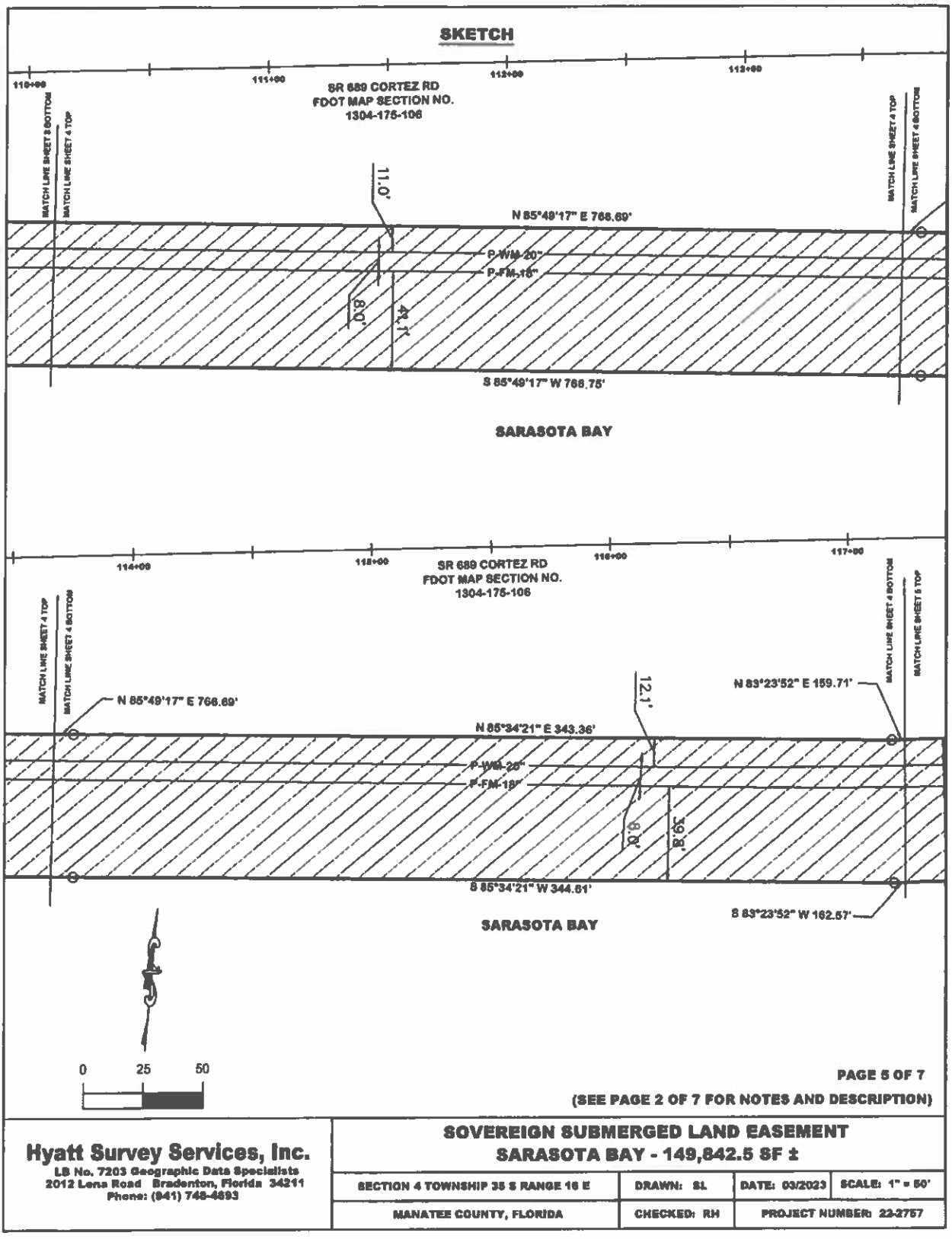
PAGE 4 OF 7

(SEE PAGE 2 OF 7 FOR NOTES AND DESCRIPTION)

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SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: 1" = 50'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2767	



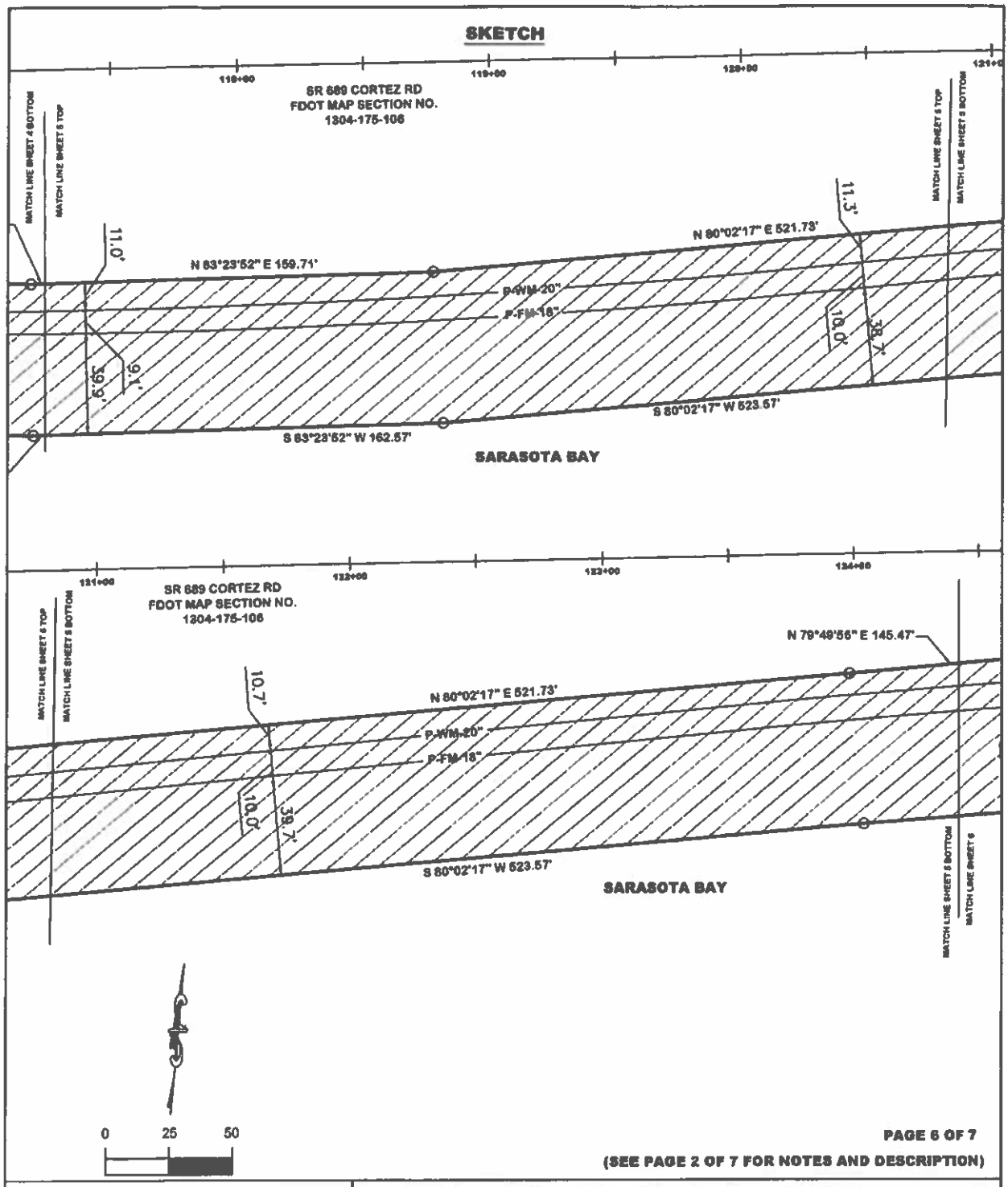
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(SEE PAGE 2 OF 7 FOR NOTES AND DESCRIPTION)

Hyatt Survey Services, Inc.
LB No. 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693

SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: 1" = 50'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2757	



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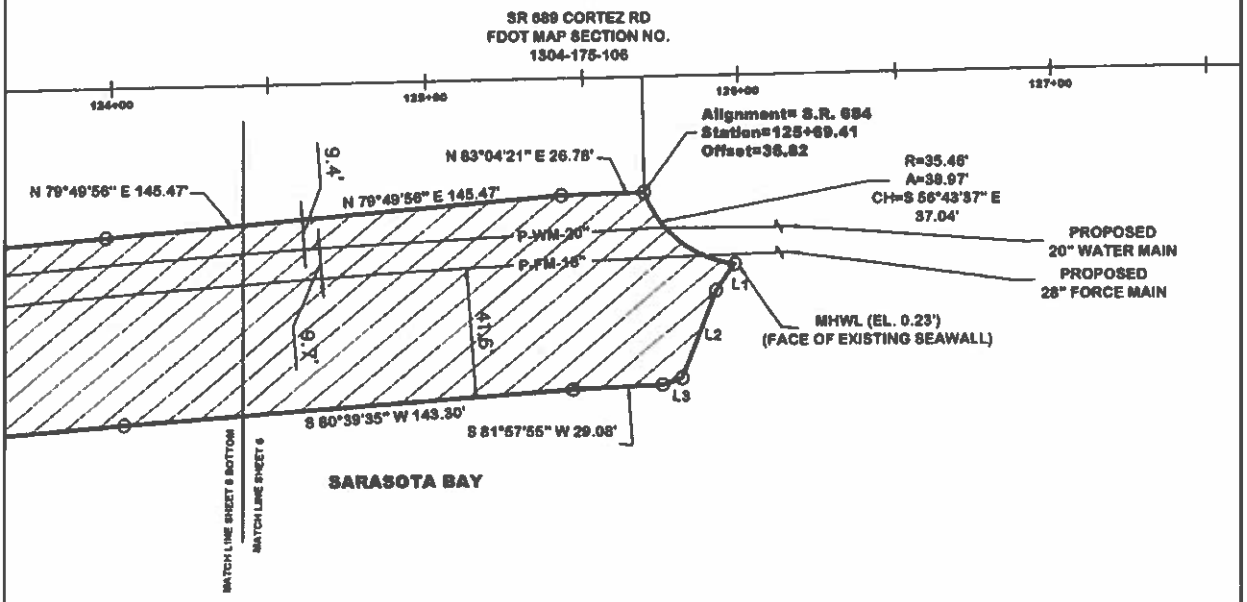
(SEE PAGE 2 OF 7 FOR NOTES AND DESCRIPTION)

Hyatt Survey Services, Inc.
LB No. 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4893

SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

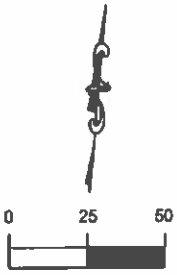
SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: 1" = 50'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2767	

SKETCH



LINE INFORMATION

L1	S 30°13'07" W	10.38'
L2	S 16°08'18" W	29.93'
L3	S 66°40'06" W	6.54'



PAGE 7 OF 7

(SEE PAGE 2 OF 7 FOR NOTES AND DESCRIPTION)

Hyatt Survey Services, Inc.
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2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4683

SOVEREIGN SUBMERGED LAND EASEMENT
SARASOTA BAY - 149,842.5 SF ±

SECTION 4 TOWNSHIP 35 S RANGE 16 E	DRAWN: SL	DATE: 03/2023	SCALE: 1" = 50'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2757	

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 -Regular Meeting

Subject
Execution of Sovereignty Submerged Lands Easement between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County for submerged property located in Sarasota Bay by Cortez Bridge, Bradenton, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6289
Tim Cristello, RWP, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6284

Action Requested
• Execution of Sovereignty Submerged Lands Easement between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Manatee County.

Enabling/Regulating Authority
• Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board
N/A

Background Discussion
• SR684 Cortez Road-Gulf Drive-123rd Street West (Bridge Project), Capital Improvement Project (CIP) Plan Number 6093070, is a Public Works project to relocate and adjust the utilities for Florida Department of Transportation (FDOT) road project.
• As part of the project, a Sovereignty Submerged Lands Easement is needed and grants Manatee County rights for the construction, operation, and maintenance of a subaqueous Fiber Optic Cable.
• The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida will convey Easement Number 43048, BOT File Number 410368293, for the installation of conduit to the Force Main for the future installation of a Fiber Optic Cable that will improve connections to Manatee County facilities on the island.

• The easement is approximately 149,842.50 square feet of submerged land located in Sarasota Bay on the south side of Cortez Bridge.
• Public Works has reviewed the easement and recommends approval of the easement that is the subject of this agenda item.
• Upon approval by the Board of County Commissioners and execution of the easement document, Property Acquisition will provide the original signed easement to the Florida Department of Environmental Protection (FDEP) for execution. After FDEP has fully executed the easement, the completed document will be returned to Property Acquisition for recording. The recording fees of $103.50 is to be charged to the CIP project funding number 404-6093070.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
Please ensure that the Chairperson signs page 5 of the easement, and that it is properly witnessed, notarized, and attested as per the signature page.

Please return the original signed Sovereignty Submerged Lands Easement Agreement via Inter office mail to Tim Cristello, Property Management Department, Property Acquisition Division at 9000 Town Center Parkway, Lakewood Ranch, Suite 1507E.

The recorded easement document will be provided to Board Records.

Please email a copy of the approved agenda item:

Tim Cristello at Tim.Cristello@mymanate.org
Dafne Seeland at Dafne.seeland@manatee.org
Jim Shuler at Jim.Shuler@manatee.org
Bill Kersey at Bill.Kersey@manatee.org
Distributed 10/21/26, RT

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A



SOVEREIGNTY SUBMERGED LANDS EASEMENT

N
W E
S

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
SARASOTA BAY, FLORIDA 34215

Manatee County FLORIDA

DISTRICT 3 - TAL SIDDIQUE