

This Instrument Prepared By  
Tiana D. Brown  
Action No. 45855  
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. 40030 (5199-11)  
BOT FILE NO. 110225635

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

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

A parcel of sovereignty submerged land in  
Section 20, Township 52 South, Range 26 East, in Roberts Bay,  
Collier County, Florida, containing 12,204 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated October 19, 2000.

TO HAVE THE USE OF the hereinabove described premises from September 5, 2022, the effective date of this renewal easement, through September 5, 2072, the expiration date of this renewal easement. The terms and conditions on and for which this renewal easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Noticed General Permit No. 11-0158495-001, dated October 12, 1999, 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:

City of Marco Island, Florida  
Attn: Public Works Department  
1310 San Marco Road  
Marco Island, Florida 34145

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

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

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Original Signature

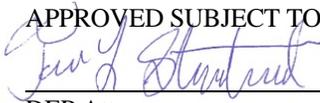
\_\_\_\_\_  
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



9/11/2022

DEP Attorney

Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

City of Marco Island, Florida (SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Original Signature of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

Erik Brechnitz  
\_\_\_\_\_  
Typed/Printed Name of Executing Authority

\_\_\_\_\_  
Original Signature

Chairman, City Council  
\_\_\_\_\_  
Title of Executing Authority

\_\_\_\_\_  
Typed/Printed Name of Witness

“GRANTEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Erik Brechnitz as Chairman, City Council, for and on behalf of City of Marco Island, Florida. He is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

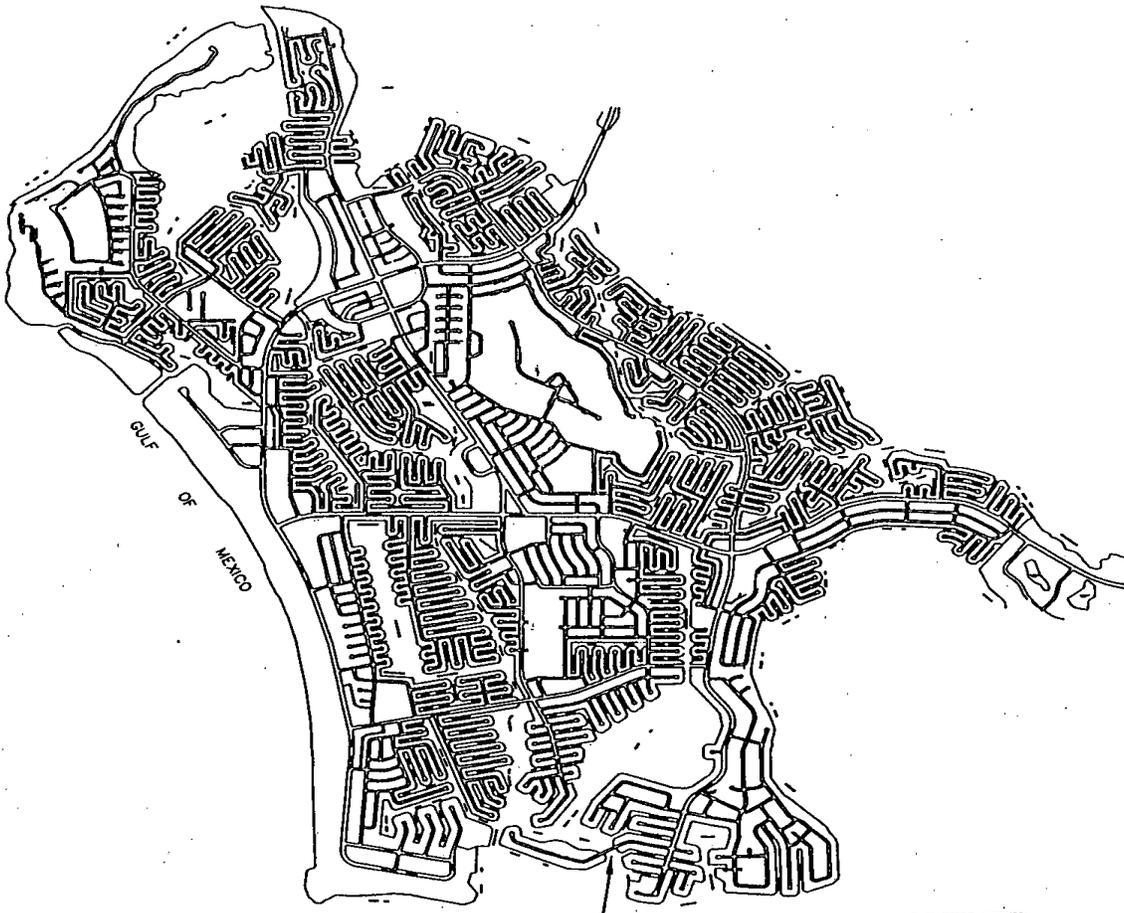
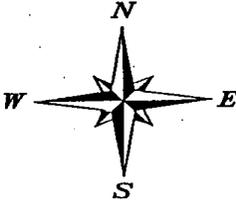
\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

MARCO ISLAND



PROJECT LOCATION

RECEIVED

DEC 20 1999

D.E.P. - South District



3050 North Horseshoe Drive, Suite 270  
Naples, Florida 34104  
(941) 649-1509 FAX: (941) 649-7056

DATE: 11-29-99  
SCALE: NO SCALE  
DRAWN BY: MMS  
CHECKED BY: MMS

CLIENT: THE CITY OF MARCO ISLAND  
TITLE: CAXAMBAS COURT BRIDGE

LEGAL DESCRIPTION  
BEING PART OF SECTION 20,  
TOWNSHIP 52 SOUTH, RANGE 26 EAST,  
OF COLLIER COUNTY, FLORIDA.

(Public Easement)

Commencing at the southeast corner Lot 1, Block 414, Marco Beach Unit Thirteen, as recorded in Plat book 6, Pages 92 through 99, Public Records of Collier County, lying in Section 20, Township 52 South, Range 26 East of Collier County, Florida;

Thence North 62°00'06" East along the northerly right-of-way line of Caxambas Court (60' wide) 4.11 feet; to the face of a concrete seawall, being the mean high water line and also the Point of Beginning (Northing 574349.031, Easting 423170.046) of the Public Easement herein described;

Thence continue along said northerly right-of-way line North 62°00'06" East 29.87 feet;  
Thence South 67°04'15" East 16.75 feet;  
Thence North 62°00'06" East 291.32 feet;  
Thence North 27°59'54" West 13.00 feet to said northerly right-of-way line of Caxambas Court (60' wide);  
Thence along said northerly right-of-way line North 62°00'06" East 24.13 feet to the face of a concrete seawall, being the mean high water line;  
Thence along the face of said seawall and mean high water line South 27°56'36" East 60.00 feet to the southerly right-of-way line of Caxambas Court (60' wide);  
Thence along said southerly right-of-way line South 62°00'06" West 24.08 feet;  
Thence North 27°59'54" West 15.00 feet;  
Thence South 62°00'06" West 265.34 feet;  
Thence South 67°04'15" East 19.32 feet to said southerly right-of-way line of Caxambas Court (60' wide);  
Thence along said southerly right-of-way line South 62°00'06" West 31.26 feet to the face of a concrete seawall, being the mean high water line;  
Thence along said seawall and mean high water line North 65°10'31" West 15.09 feet;  
Thence along said seawall and mean high water line North 69°08'40" West 22.46 feet;  
Thence along said seawall and mean high water line North 64°45'00" West 37.75 feet;  
Thence along said seawall and mean high water line North 73°41'01" West 1.17 feet to the Point of Beginning.

Subject to easements and restrictions of record.

Containing 12,204 square feet or 0.28 acres, more or less.

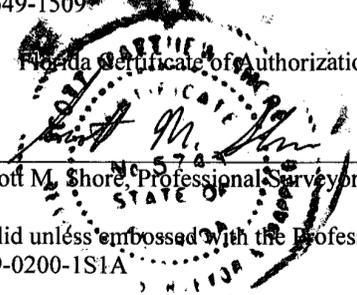
This Public Easement being on the waters of Copeland Waterway.

The Coordinates shown here are based on NAD83/90 State Plane Coordinates – Florida East Zone.

Bearings are based on the northerly Right-of-Way line of Caxambas Court (60' wide), as being North 62°00'06" East.

RWA Surveying, Inc.  
Land Surveyors and Mappers  
3050 North Horseshoe Drive, Suite 270  
Naples, Florida 34104  
(941) 649-1509

Florida Certificate of Authorization #6952

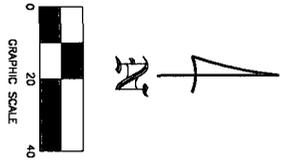
By:  \_\_\_\_\_ Date: 10-19-00  
Scott M. Shore, Professional Surveyor and Mapper LS# 5743

Not valid unless embossed with the Professional's Seal.  
Ref. 99-0200-1S1A

Sheet 1 of 2

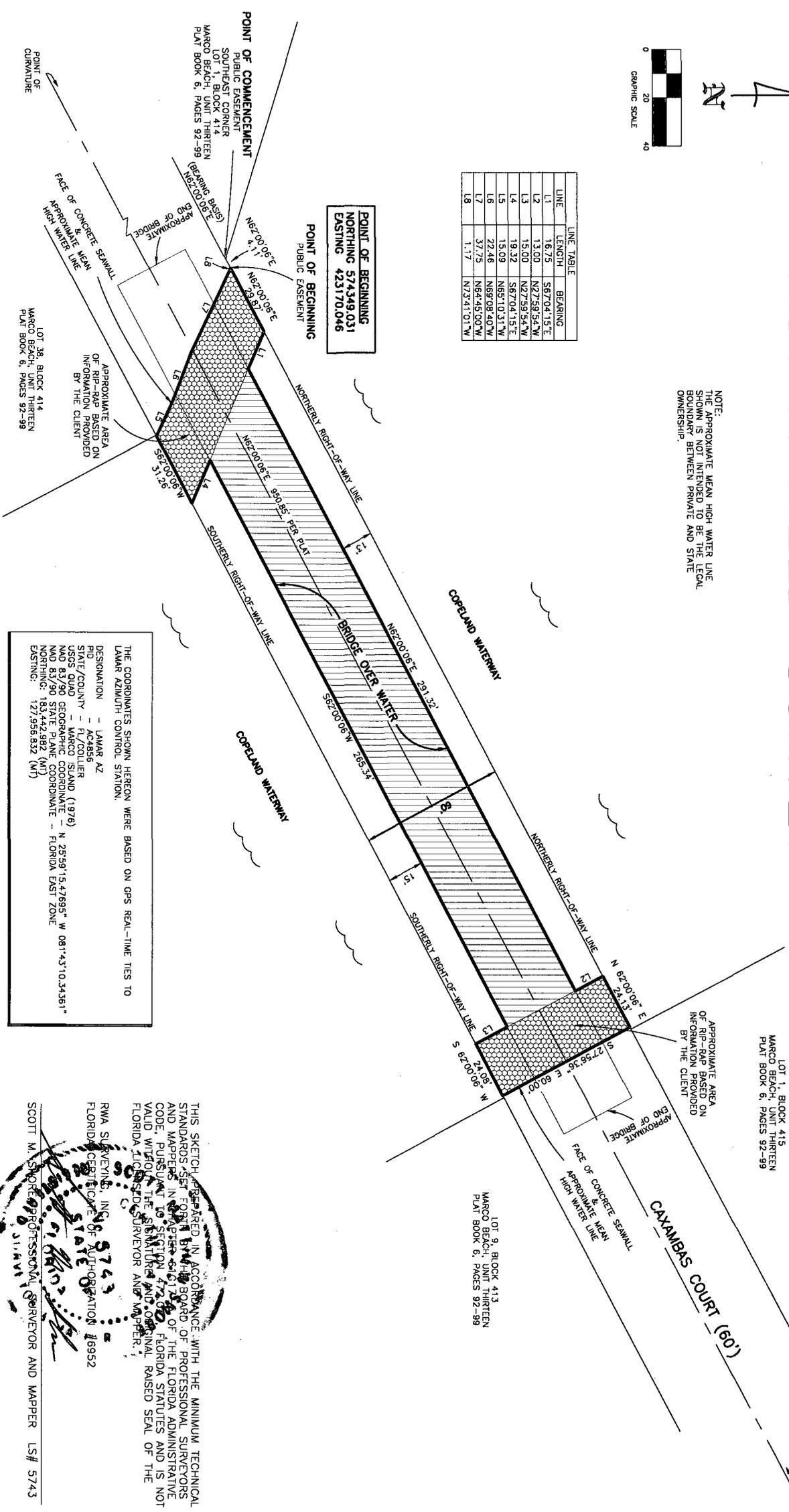
99-0200-3S2

**\* NOT A FIELD SURVEY \***



NOTE:  
THE APPROXIMATE MEAN HIGH WATER LINE SHOWN IS NOT INTENDED TO BE THE LEGAL BOUNDARY BETWEEN PRIVATE AND STATE OWNERSHIP.

LINE	LENGTH	BEARING
L1	16.75	S67°04'15"E
L2	13.00	N27°59'54"W
L3	15.00	N27°59'54"W
L4	19.32	S67°04'15"E
L5	15.09	N65°10'31"W
L6	22.48	N65°08'40"W
L7	32.75	N64°45'00"W
L8	1.17	N73°41'01"W



**POINT OF BEGINNING**  
NORTHING 574349.031  
EASTING 423170.046  
PUBLIC EASEMENT

THE COORDINATES SHOWN HEREON WERE BASED ON GPS REAL-TIME TIES TO LAMAR AZIMUTH CONTROL STATION.  
DESIGNATION - LAMAR AZ  
PID ID - AC4856  
STATE/COUNTY - FL/COLLIER  
NAD 83/90 GEODETIC CORNERS (1976) N 25°59'15.47895" W 081°43'10.34381" NORTHING: 183,442,982 (M) EASTING: 127,956,832 (M)

THIS SKETCH PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 472.00 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.00, FLORIDA STATUTES AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.  
RVA SURVEYING, INC. 5743  
FLORIDA LICENSE NO. 10952  
SCOTT M. SHORT, PROFESSIONAL SURVEYOR AND MAPPER LS# 5743

DESIGNED:	SMS	8-16-00
DRAWN:	SMS	8-16-00
CHECKED:	SMS	8-16-00

DATE:	8-16-00
HORIZ. SCALE:	1"=40'
VERT. SCALE:	1"=20'
SEC. TWP. RGE.	20 52 26

CLIENT:	THE CITY OF MARCO ISLAND
TITLE:	SKETCH & DESCRIPTION OF EASEMENT AREA AT THE CAXAMBAS COURT BRIDGE
PROJECT:	CAXAMBAS COURT BRIDGE

CROSS REFERENCE:	PROJECT NO.:	SHEET NUMBER:	FILE NO.:
27 08, PG. 39-40	99-0200	2 OF 2	0200-352



3950 North Horseshoe Drive, Suite 270  
Marco Beach, FL 33414  
(941) 946-6058 FAX (941) 949-7056  
E-Mail: www.csr@rva.com