

This Instrument Prepared By:  
Kathy Griffin  
Action No. 45895  
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

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42667  
BOT FILE NO. 110361835  
PA NO. 0401778-001-JC

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 the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Sections 5 and 6, Township 52 South, Range 26 East, in Gulf of Mexico, Collier County, Florida, containing 1,138,222 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 19, 2021.

TO HAVE THE USE OF the hereinabove described premises for a period of 15 years from July 22, 2022, 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 a sedimentation basin for purposes of restoring the gulf-fronting shoreline of Sand Dollar Island and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Joint Coastal Permit Permit No. 0401778-001-JC, dated February 11, 2022, 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:

City of Marco Island  
Attn: Mr. Mike Daniel  
50 Bald Eagle Drive  
Marco Island, FL 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.

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(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:



9/16/2022

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:

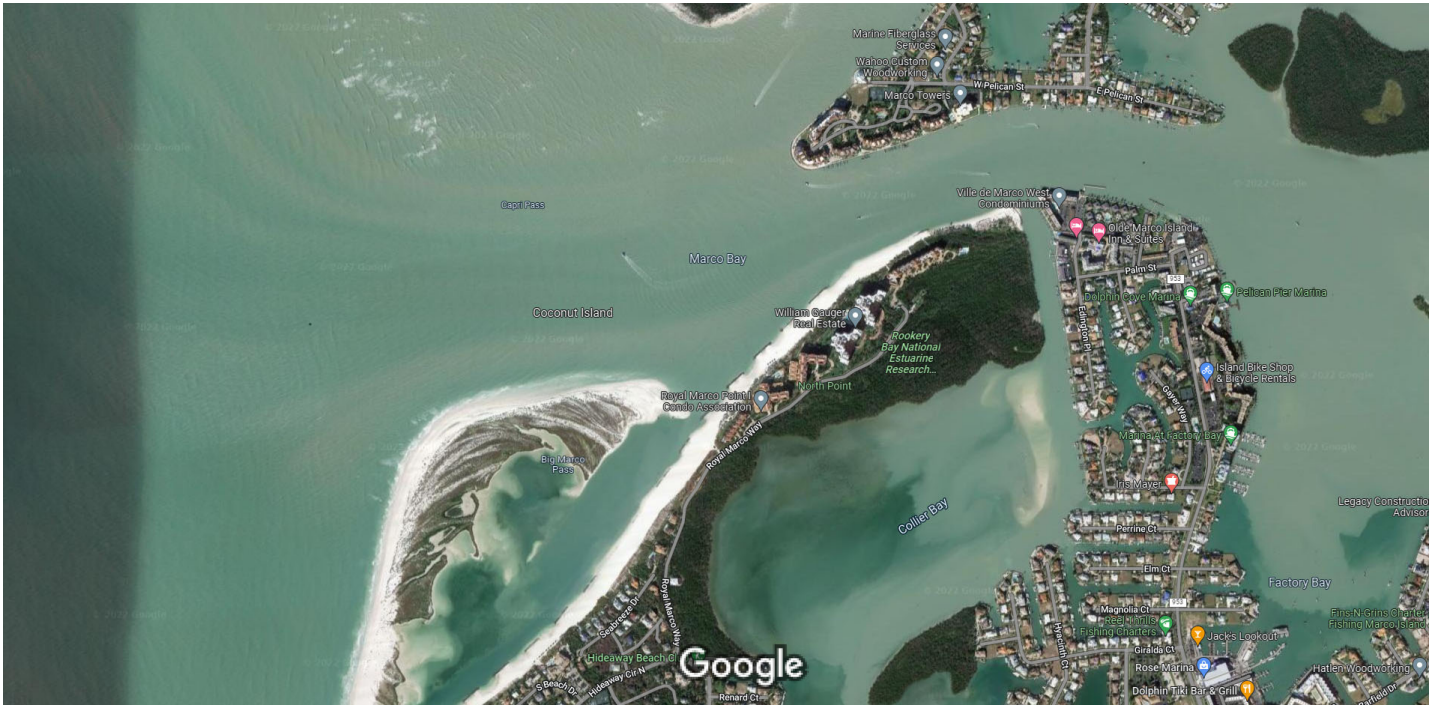
\_\_\_\_\_  
Signature of Notary Public

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

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

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

Google Maps Marco Island



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 500 ft



SKETCH OF DESCRIPTION  
OF THE PROPOSED SAND DOLLAR ISLAND SAND TRAP,  
SITUATED IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 26 EAST,  
COLLIER COUNTY, FLORIDA

- SHEET INDEX
- 1. COVER SHEET
  - 2. SAND DOLLAR ISLAND SAND TRAP  
PLAN VIEW / LEGAL DESCRIPTION




LOCATION MAP  
N.T.S.

COASTAL ENGINEERING CONSULTANTS, INC.  
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, V.P.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5295  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER  
CEC FILE NO. 21.020  
DATE OF SIGNATURE:

Attachment A  
Page 7 of 8  
SSL NO. 110361835

SHEET 1 FILE NO.: 21020-SLL-1		COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464		CLIENT: CITY OF MARCO ISLAND	
 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135		PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cedll.com		TITLE: SAND DOLLAR ISLAND SAND TRAP COVER SHEET	
DATE:	5/19/2021	SCALE:	AS NOTED		
DRAWN:	SDB F.B.	CHECKED:	MTP P.G.		
SEC.	TWP.	PRG.			
ACAD NO.	21020-Sand Trap-SLL.dwg				
REF. NO.	21.020	NO.	DATE	BY	REVISION DESCRIPTION

SKETCH OF DESCRIPTION  
THIS IS NOT A FIELD SURVEY

N69°22'19"E 2,213.16'

MEAN HIGH WATER LINE  
(MAY 2021)

PROPOSED SUBMERGED LAND EASEMENT  
1,138,275 SF OR 26.13 ACRES

BIG MARCO RIVER

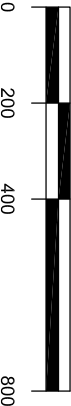
N21°26'08"W 1,039.62'

S43°20'27"N 181.74'  
S83°03'14"W 923.71'

POINT OF COMMENCEMENT  
FDEP CONTROL MONUMENT H-9  
N: 594,874.96  
E: 412,615.18

MEAN HIGH WATER LINE  
(MAY 2021)

HIDEAWAY BEACH



SCALE: 1" = 400'

LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)

A PARCEL LAND SUBMERGED WITHIN BIG MARCO RIVER, SITUATED IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CONTROL MONUMENT STAMPED H-9 AND HAVING A NORTHING OF 594,874.96' AND AN EASTING OF 412,615.18', RUN S83°03'14"W, A DISTANCE OF 923.71 FEET TO THE POINT OF BEGINNING;

THENCE N21°26'08"W 1,039.62 FEET;  
THENCE N69°22'19"E 2,213.16 FEET;  
THENCE S44°24'34"W 1,650.23 FEET;  
THENCE S43°20'27"W 781.74 FEET TO THE POINT OF BEGINNING.

SAID POINT BEING S57°35'14"W A DISTANCE 2,428.42 FEET FROM FDEP CONTROL MONUMENT STAMPED H-12 HAVING A NORTHING OF 596,064.92' AND AN EASTING OF 413,748.34'.

THE ABOVE DESCRIBES APPROXIMATELY 1,138,275 SQUARE FEET OR 26.13 ACRES OF SUBMERGED LAND.

COORDINATES AND BEARINGS ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA EAST ZONE.



COASTAL  
ENGINEERING  
CONSULTANTS  
INC.

Serving Coastal Communities Since 1977

28421 BONITA CROSSINGS BLVD  
BONITA SPRINGS, FLORIDA 34135

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CLIENT:  
CITY OF MARCO ISLAND

TITLE:  
SAND DOLLAR ISLAND SAND TRAP  
PLAN VIEW / LEGAL DESCRIPTION

DATE: 5/19/2021  
DRAWN: SDB F.B.  
CHECKED: MTP PG.  
SEC. TWP. RANG.  
ACAD NO. 21020-Sand Trap-SLL.dwg  
REF. NO. 21.020

SCALE: AS NOTED

NO.	DATE	BY	REVISION DESCRIPTION
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FILE NO.: 21020-SLL-2

SHEET 2