

This Instrument Prepared By:
Celeta Wallace
Action No. 50892
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT
RENEWAL AND MODIFICATION TO INCREASE SQUARE FOOTAGE

EASEMENT NO. 29726 (5161-08)
BOT FILE NO. 080217835
PA NO. 47014131.010

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 Charlotte 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 05, 06, 08, 16, 17, 21 and 28, Township 41 South, Range 20 East, in Buck Creek, Ainger Creek and Oyster Creek, Charlotte County, Florida, containing 29,233 square feet, more or less, as is more particularly described and shown on Attachment A, dated April 25, 1996 and February 6, 2025.

TO HAVE THE USE OF the hereinabove described premises from March 24, 2025, the effective date of this modified easement renewal, through August 2, 2071, the expiration date of this modified easement renewal. 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 operation and maintenance of 3 bridge right-of-way crossings 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 Southwest Florida Water Management District Environmental Resource General Permit No. 470141131.010, dated July 24, 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:

Charlotte County, Florida
410 Taylor Street, Unit 104
Punta Gorda, Florida 33950

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 Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 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

"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:

Toni Sturtevant 6/13/2025
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

Charlotte County, Florida (SEAL)

By its Board of County Commissioners

BY: _____

Original Signature of Executing Authority

Joseph Tiseo

Typed/Printed Name of Executing Authority

Chairman

Title of Executing Authority

“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 Joseph Tiseo as Chairman, for and on behalf of the Board of County Commissioners of Charlotte County, 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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Attest.

Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

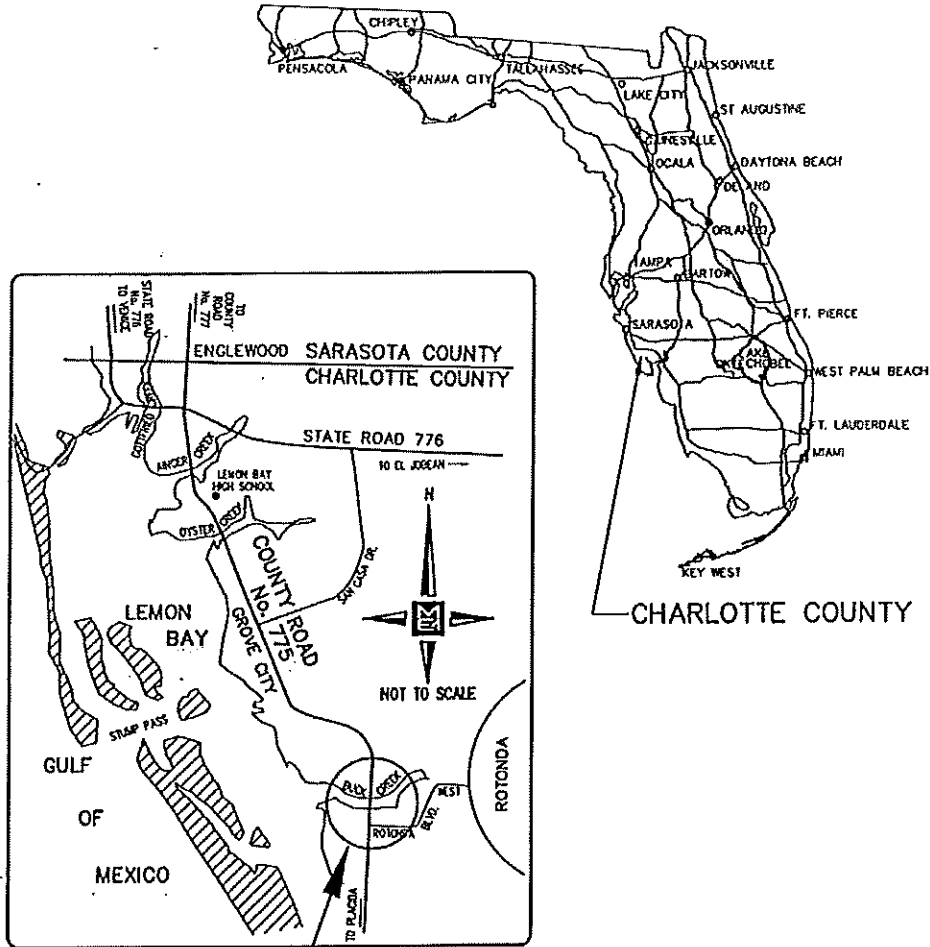
By: _____ Deputy Clerk


Janette S. Knowlton, County Attorney

EXHIBIT A
DESCRIPTION AND SKETCH
NOT A FIELD SURVEY

SHEET 1 OF 3

LOCATED IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST
 CHARLOTTE COUNTY, FLORIDA



**EASEMENT LOCATION
 BUCK CREEK**

Ralph J. Rhodes
 4/25/96
 THIS IS A THREE PAGE DOCUMENT AND
 IS NOT VALID UNLESS RECORDED WITH
 ALL THREE PAGES.

RALPH J. RHODES
 FLORIDA REGISTERED LAND SURVEYOR No. 3959
 MOSBY ENGINEERING ASSOCIATES, INC. LB 6170

REVISIONS:

DRAWN BY: DU/RS DATE: 4/25/96
 CHECKED BY: R.J.R. DATE: 4/25/96
 JOB No. 23851

VICINITY MAP



MOSBY ENGINEERING ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PLANNERS
 3859 BEE RIDGE ROAD
 SARASOTA, FLORIDA 34233
 PHONE: 941 924-1101
 FAX NO.: 941 924-7130

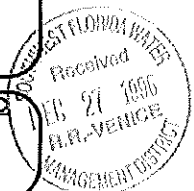


EXHIBIT A

DESCRIPTION AND SKETCH

NOT A FIELD SURVEY

SHEET 2 OF 3

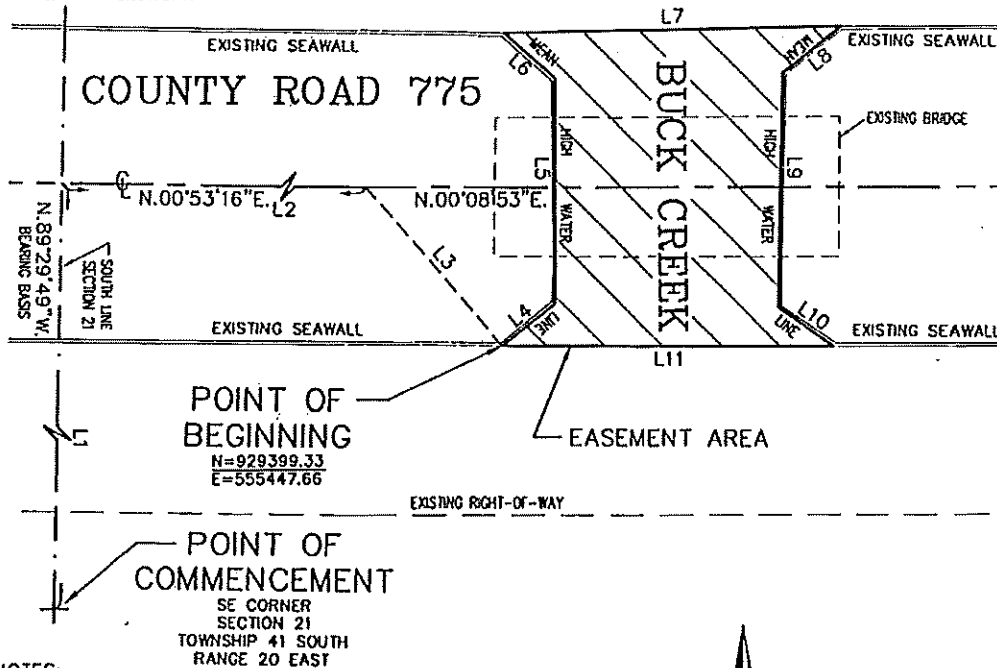
SKETCH OF DESCRIPTION OF SUBMERGED LAND LEASE EASEMENT
LOCATED IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

LINE TABLE

NO.	BEARING	DISTANCE
1	N.89°29'49"W.	1319.64'
2	N.00°53'16"E.	1200.25'
3	N.49°25'53"E.	63.91'
4	N.39°05'38"W.	20.62'
5	S.89°28'39"W.	68.67'
6	S.41°47'02"W.	21.01'
7	N.00°55'48"W.	102.68'
8	S.39°03'07"E.	22.75'
9	S.89°27'51"E.	71.34'
10	N.35°13'03"E.	20.61'
11	S.00°11'21"W.	101.00'

EXISTING RIGHT-OF-WAY

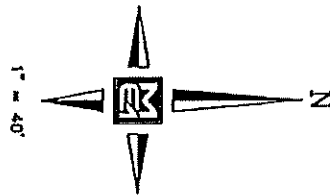
SEE NOTE NO. 4
MEAN HIGH WATER LINE = 0.90' (NGVD 1929)
SAFE UPLAND ELEVATION LINE = 1.40' (NGVD 1929)



NOTES:

1. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH, AND IS PREPARED EXCLUSIVELY FOR DESCRIBING THE SUBMERGED LAND LEASE EASEMENT SHOWN HEREON.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 21, AS BEING N.89°29'49"W. (ASSUMED DATUM).
3. HEAVY SOLID LINE DELINEATES SUBJECT EASEMENT BOUNDARY. HATCH DENOTES EASEMENT AREA.
4. MTHL SHOWN WAS OBTAINED ON 4/23/96 FROM DOUG THOMPSON, FDEP, SURVEY & MAPPING. THE APPROVED SURVEY METHOD IS: EXTEND ESTABLISHED DATUM, SURVEY FILE NO. 1203.

LEGEND
 CL CENTERLINE
 MTHL MEAN HIGH WATER LINE
 NGVD NATIONAL GEODETIC VERTICAL DATUM
 FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



GRAPHIC SCALE
[Signature]
 4-25-96

THIS IS A THREE PAGE DOCUMENT AND IS NOT VALID UNLESS RECORDED WITH ALL THREE PAGES.

RALPH J. RHODES
 FLORIDA REGISTERED LAND SURVEYOR No. 3959
 MOSBY ENGINEERING ASSOCIATES, INC. LB 6170

REVISIONS:

DRAWN BY: GCU DATE: 4/25/96

SKETCH OF



MOSBY ENGINEERING ASSOCIATES, INC.
 CONSULTING ENGINEERS AND PLANNERS
 3859 BEE RIDGE ROAD
 SARASOTA, FLORIDA 34233
 PHONE: 941 554-1101



EXHIBIT A
DESCRIPTION AND SKETCH
NOT A FIELD SURVEY

SHEET 3 OF 3

DESCRIPTION OF SUBMERGED LAND LEASE EASEMENT
LOCATED IN SECTION 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA
THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

A PARCEL OF SUBMERGED LAND LYING IN SECTION 21, TOWNSHIP
41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21;
THENCE N.89°29'49"W. ALONG THE SOUTH LINE OF SAID SECTION
21, A DISTANCE OF 1319.64 FEET TO A POINT ON THE CENTERLINE
OF COUNTY ROAD 775; THENCE N.00°53'16"E. ALONG SAID
CENTERLINE, A DISTANCE OF 1200.25 FEET; THENCE N.49°25'53"E.,
A DISTANCE OF 63.91 FEET TO THE MEAN HIGH WATER LINE OF
BUCK CREEK (SAID MEAN HIGH WATER LINE BEING ALONG THE FACE
OF THE SOUTHERLY SEAWALL AT SAID BUCK CREEK AND SAID
COUNTY ROAD 775) FOR A POINT OF BEGINNING; THENCE
WESTERLY ALONG SAID MEAN HIGH WATER LINE AND THE FACE OF
SAID SOUTHERLY SEAWALL, THE FOLLOWING THREE (3) COURSES:

- 1) N.39°05'38"W., A DISTANCE OF 20.62 FEET;
- 2) S.89°26'39"W., A DISTANCE OF 68.67 FEET;
- 3) S.41°47'02"W., A DISTANCE OF 21.01 FEET;

THENCE N.00°55'48"W. ACROSS SAID BUCK CREEK, A DISTANCE OF
102.68 FEET TO THE MEAN HIGH WATER LINE (SAID MEAN HIGH
WATER LINE BEING ALONG THE FACE OF THE NORTHERLY SEAWALL
AT SAID BUCK CREEK AND SAID COUNTY ROAD 775); THENCE
EASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE FACE OF
SAID NORTHERLY SEAWALL THE FOLLOWING THREE (3) COURSES:

- 1) S.39°03'07"E., A DISTANCE OF 22.75 FEET;
- 2) S.89°27'51"E., A DISTANCE OF 71.34 FEET;
- 3) N.35°13'03"E., A DISTANCE OF 20.81 FEET;

THENCE S.00°11'21"W. ACROSS SAID BUCK CREEK, A DISTANCE OF
101.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.163 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY
THAT THE SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID
SKETCH MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL
STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Ralph J. Rhodes
RALPH J. RHODES

FLORIDA REGISTERED LAND SURVEYOR No. 3959
MOSBY ENGINEERING ASSOCIATES, INC. LB 6170

4-15-96
DATE
OF SIGNATURE

THIS IS A THREE PAGE DOCUMENT AND
IS NOT VALID UNLESS RECORDED WITH
ALL THREE PAGES.

(NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL)

REVISIONS:

DRAWN BY: G.R. DATE: 4/15/96
CHECKED BY: J.R. DATE: 4/15/96

LEGAL DESCRIPTION



MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233
PHONE: 941 924-1101



SHEET 1 OF 3

The map shows the state of Florida with major cities labeled. An inset map provides a detailed view of the area around Sarasota and Charlotte counties. The inset map includes the following labels:

- STATE ROAD 776
- COUNTY ROAD No. 775
- LEMONS BAY HIGH SCHOOL
- GULF OF MEXICO
- ROTUNDA
- NOT TO SCALE
- 1 MILE
- TO EL JOBEAN
- TO PLACIDA
- TO CLEARWATER
- TO TAMPA
- TO LAKESHORE
- TO SARASOTA
- TO ENGLEWOOD
- TO CHARLOTTE
- TO LEE
- TO MANATEE
- TO HILLSBORO
- TO PALM BEACH
- TO WEST PALM BEACH
- TO FT. LAUDERDALE
- TO MIAMI
- TO KEY WEST

THIS IS A THREE PAGE DOCUMENT AND
IS NOT VALID UNLESS RECORDED WITH
ALL THREE PAGES.

RALPH J. RHODES
FLORIDA REGISTERED LAND SURVEYOR No. 3959
NOSBY ENGINEERING ASSOCIATES, INC. LB 6170

REVISIONS:

DRAWN BY: ROR/DA DATE: 6/25/95

VICINITY MAP



MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233
PHONE: 841-874-1101



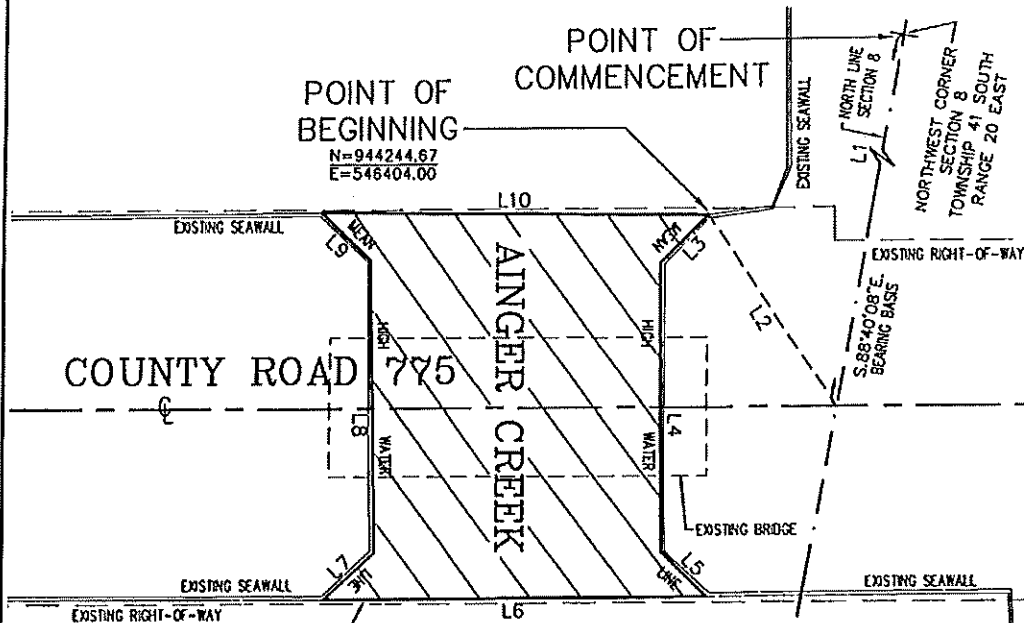
EXHIBIT A

DESCRIPTION AND SKETCH

NOT A FIELD SURVEY

SHEET 2 OF 3

SKETCH OF DESCRIPTION OF SUBMERGED LAND LEASE EASEMENT
LOCATED IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA



LINE TABLE

NO.	BEARING	DISTANCE
1	S.88°40'08"E	185.96'
2	S.48°01'00"W	69.60'
3	S.52°56'40"E	20.47'
4	N.81°04'21"E	88.07'
5	N.36°40'27"E	19.53'
6	S.08°19'13"E	117.39'
7	N.52°02'44"W	21.14'
8	S.80°19'36"W	89.27'
9	S.34°59'35"W	20.34'
10	N.08°03'43"W	118.84'

NOTES:

1. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY AS SUCH, AND IS PREPARED EXCLUSIVELY FOR DESCRIBING THE SUBMERGED LAND LEASE EASEMENT SHOWN HEREON.

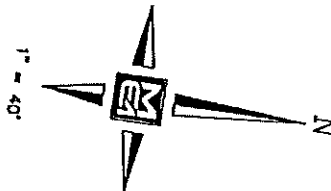
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, AS BEING S.88°40'08"E. (ASSUMED DATUM).

3. HEAVY SOLID LINE DELINEATES SUBJECT EASEMENT BOUNDARY. HATCH DENOTES EASEMENT AREA.

4. MHWL SHOWN WAS OBTAINED ON 4/23/96 FROM DOUG THOMPSON, FDEP, SURVEY & MAPPING. THE APPROVED SURVEY METHOD IS: EXTEND PUBLISHED DATUM, SURVEY FILE NO. ENGLEWOOD/LEMON BAY 8725747.

LEGEND

CL CENTERLINE
MHWL MEAN HIGH WATER LINE
NGVD NATIONAL GEODETIC VERTICAL DATUM
FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



THIS IS A THREE PAGE DOCUMENT AND IS NOT VALID, UNLESS RECORDED WITH ALL THREE PAGES.

RALPH J. RHODES
FLORIDA REGISTERED LAND SURVEYOR No. 3959
WOSBY ENGINEERING ASSOCIATES, INC. LB 6170

REVISIONS:

DRAWN BY: RDR/DATE: 4/25/96
CHECKED BY: RJR/DATE: 4/25/96

SKETCH OF



MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233
PHONE: 941 924-1101



EXHIBIT A
DESCRIPTION AND SKETCH
NOT A FIELD SURVEY

SHEET 3 OF 3

- DESCRIPTION OF SUBMERGED LAND LEASE EASEMENT
LOCATED IN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

THAT PART OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA
THAT LIE WITHIN THE FOLLOWING DESCRIBED AREA:

A PARCEL OF SUBMERGED LAND LYING IN SECTION 8, TOWNSHIP 41
SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 8;
THENCE N.88°34'38"W. ALONG THE SOUTH LINE OF SAID SECTION
8, A DISTANCE OF 2379.57 FEET TO A POINT ON THE CENTERLINE
OF COUNTY ROAD 775; THENCE N.23°15'30"W. ALONG SAID
CENTERLINE, A DISTANCE OF 2400.00 FEET; THENCE N.38°18'22"E.,
A DISTANCE OF 54.68 FEET TO THE MEAN HIGH WATER LINE OF
OYSTER CREEK (SAID MEAN HIGH WATER LINE BEING ALONG THE
FACE OF THE SOUTHEASTERLY SEAWALL AT SAID OYSTER CREEK
AND SAID COUNTY ROAD 775) FOR A POINT OF BEGINNING; THENCE
WESTERLY ALONG SAID MEAN HIGH WATER LINE OF OYSTER CREEK
AND THE FACE OF SAID SOUTHEASTERLY SEAWALL, THE
FOLLOWING THREE (3) COURSES:

- 1) N.65°17'53"W., A DISTANCE OF 18.35 FEET;
- 2) S.66°15'02"W., A DISTANCE OF 63.73 FEET;
- 3) S.23°40'57"W., A DISTANCE OF 20.75 FEET;

THENCE N.23°11'55"W. ACROSS SAID OYSTER CREEK, A DISTANCE
OF 106.62 FEET TO THE MEAN HIGH WATER LINE (SAID MEAN HIGH
WATER LINE BEING ALONG THE FACE OF THE NORTHWESTERLY
SEAWALL AT SAID OYSTER CREEK AND SAID COUNTY ROAD 775);
THENCE EASTERLY ALONG SAID MEAN HIGH WATER LINE AND
ALONG THE FACE OF SAID NORTHWESTERLY SEAWALL, THE
FOLLOWING THREE (3) COURSES:

- 1) S.63°50'17"E., A DISTANCE OF 21.17 FEET;
- 2) N.66°40'56"E., A DISTANCE OF 63.16 FEET;
- 3) N.20°46'21"E., A DISTANCE OF 20.68 FEET;

THENCE S.23°07'35"E. ACROSS SAID OYSTER CREEK, A DISTANCE
OF 104.39 TO THE POINT OF BEGINNING.
CONTAINING 0.169 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY
THAT THE SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID
SKETCH MEETS THE REQUIREMENTS OF THE MINIMUM TECHNICAL
STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
LAND SURVEYORS IN CHAPTER 61G17-5, FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Ralph J. Rhodes
RALPH J. RHODES
FLORIDA REGISTERED LAND SURVEYOR No. 3939
MOSBY ENGINEERING ASSOCIATES, INC. LB 6170

4-25-96
DATE
OF SIGNATURE

(NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL)

THIS IS A THREE PAGE DOCUMENT AND
IS NOT VALID UNLESS RECORDED WITH
ALL THREE PAGES.

REVISIONS:

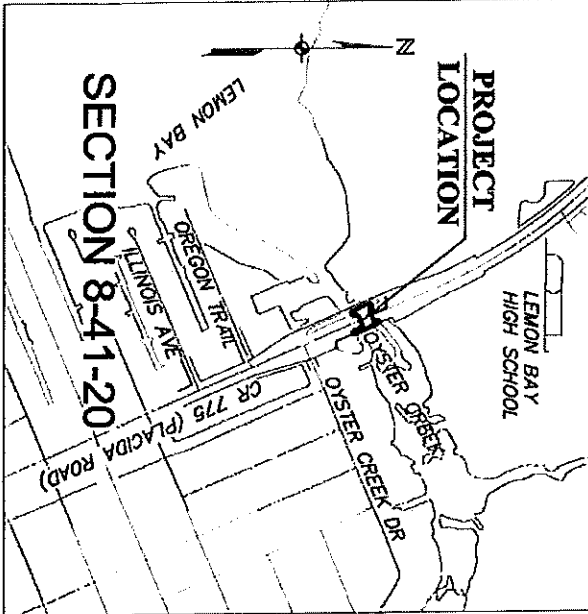
DRAWN BY: G.B.U. DATE: 4/25/96
CHECKED BY: R.J.R. DATE: 4/25/96

LEGAL DESCRIPTION

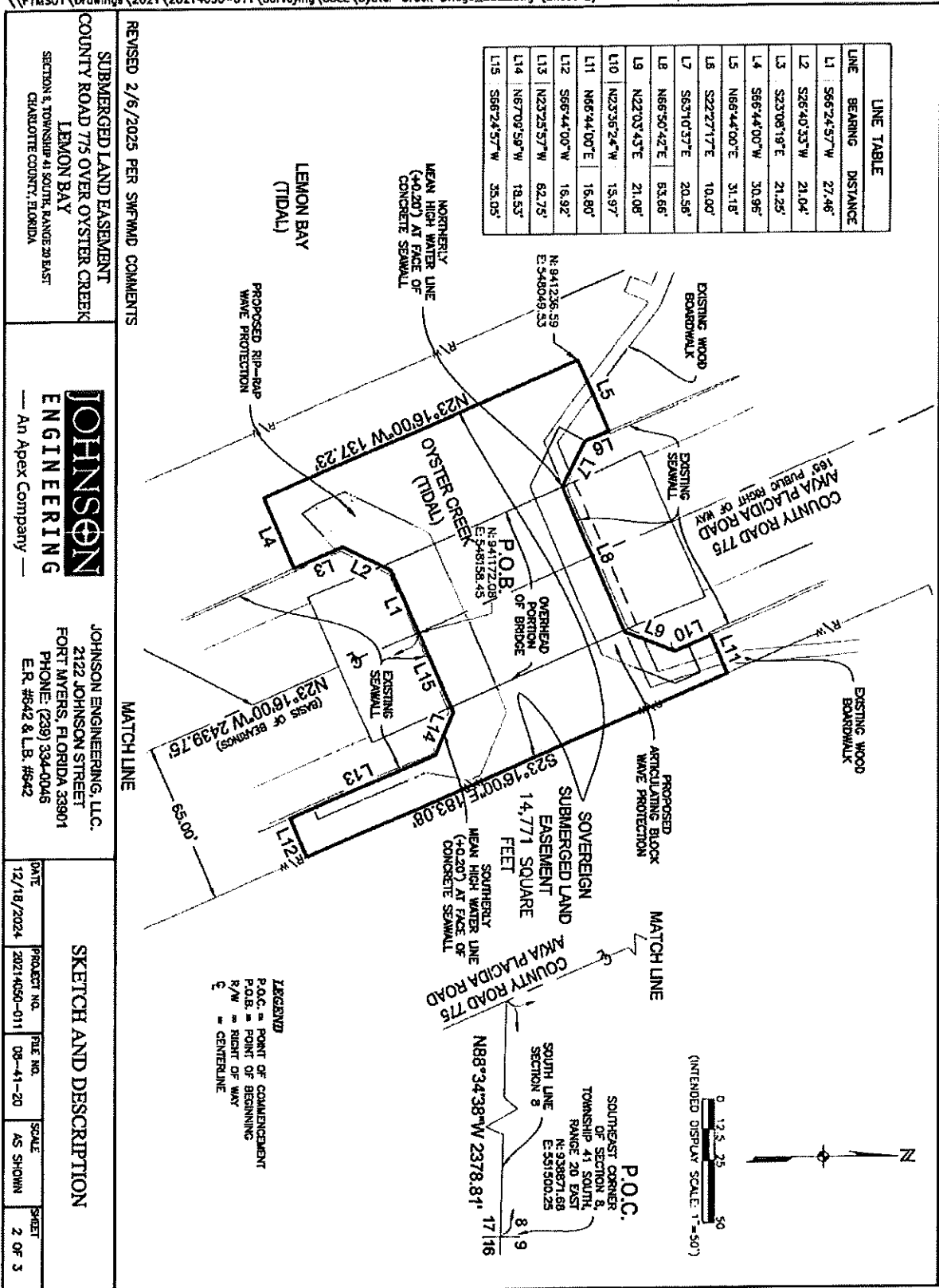


MOSBY ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS AND PLANNERS
3859 BEE RIDGE ROAD
SARASOTA, FLORIDA 34233
PHONE: 941 924-1101



<p>BSM Reviewed By: <u>SEW</u> Date: <u>2/16/25</u></p> <p>FDEP By: <u>SEW</u> Date: <u>2/16/25</u></p> <p>VICINITY MAP (INTENDED DISPLAY SCALE: 1"=1,000')</p> <p>REVISED 2/5/2025 PER SWFWMD COMMENTS</p>		<p>NOTES:</p> <ol style="list-style-type: none"> BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, WHEREIN THE CENTERLINE OF SURVEY OF COUNTY ROAD 775 (PLACIDA ROAD) BEARS NORTH 2° 16' 00" WEST. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL. THE SPECIFIC PURPOSE OF THIS SKETCH IS TO DEFINE THE LIMITS OF A SUBMERGED LAND EASEMENT FOR NEW WAVE PROTECTION STRUCTURES FOR COUNTY ROAD 775 BRIDGE OVER OYSTER CREEK. THIS IS NOT A BOUNDARY SURVEY. PARCEL CONTAINS 14,771 SQUARE FEET (0.34 ACRES), MORE OR LESS. THE MEAN HIGH WATER ELEVATION OF 0.20 FEET (NAVD 88) WAS PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PER LETTER DATED 12/19/2024. DESCRIPTION ON SHEET 3 OF 3 THIS IS NOT A FIELD SURVEY. 										
<p>SUBMERGED LAND EASEMENT COUNTY ROAD 775 OVER OYSTER CREEK LEMON BAY SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST CHARLOTTE COUNTY, FLORIDA</p>	<p>JOHNSON ENGINEERING — An Apex Company —</p> <p>JOHNSON ENGINEERING, LLC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE: (239) 334-0046 E.R. #642 & L.B. #642</p>	<p>SKETCH AND DESCRIPTION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DATE</th> <th>PROJECT NO.</th> <th>R/L NO.</th> <th>SCALE</th> <th>SHEET</th> </tr> <tr> <td>12/18/2024</td> <td>20214050-011</td> <td>08-41-20</td> <td>AS SHOWN</td> <td>1 OF 3</td> </tr> </table>	DATE	PROJECT NO.	R/L NO.	SCALE	SHEET	12/18/2024	20214050-011	08-41-20	AS SHOWN	1 OF 3
DATE	PROJECT NO.	R/L NO.	SCALE	SHEET								
12/18/2024	20214050-011	08-41-20	AS SHOWN	1 OF 3								
<p>THIS SKETCH HAS BEEN DIGITALLY SIGNED BY: MATTHEW M. HOWARD (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 4912 ON THE DATE ADJACENT TO THE SEAL.</p> <p>PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.</p> <p>THIS IS NOT A FIELD SURVEY</p> <p>I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.</p> <p>Digitally signed by RICHARD G. DANIELS LS7229 STATE OF FLORIDA Date: 2025.02.06 07:39:41 -05'00'</p>												

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.052 F.A.C.



SUBMERGED LAND EASEMENT COUNTY ROAD 775 OVER OYSTER CREEK LEMON BAY SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST CHARLOTTE COUNTY, FLORIDA	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> JOHNSON ENGINEERING — An Apex Company — </div> <div style="text-align: center;"> JOHNSON ENGINEERING, LLC. 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE: (239) 334-0046 E.R. #642 & L.B. #642 </div> </div>	<div style="text-align: center; margin-bottom: 10px;"> DESCRIPTION </div> <p style="text-align: center;"> SOVEREIGN SUBMERGED LAND EASEMENT OYSTER CREEK LYING IN LEMON BAY SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST ENGLEWOOD, CHARLOTTE COUNTY, FLORIDA </p> <p> THAT PORTION OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA LYING WITHIN SECTION 8, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ENGLEWOOD, CHARLOTTE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: </p> <p> COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.88°34'38"W., ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2,378.81 FEET TO THE CENTERLINE OF COUNTY ROAD 775; THENCE N.23°16'00"W., ALONG SAID CENTERLINE, A DISTANCE OF 2,439.75 FEET TO THE SOUTHERLY MEAN HIGH WATER LINE OF OYSTER CREEK AND THE POINT OF BEGINNING; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE (3) COURSES: </p> <p style="margin-left: 40px;"> S.66°24'57"W., A DISTANCE OF 27.46 FEET; S.26°40'33"W., A DISTANCE OF 21.04 FEET; S.23°08'19"E., A DISTANCE OF 21.25 FEET; </p> <p style="margin-left: 40px;"> THENCE S.66°44'00"W., A DISTANCE OF 30.96 FEET; THENCE N.23°16'00"W., A DISTANCE OF 137.23 FEET; THENCE N.66°44'00"E., A DISTANCE OF 31.18 FEET TO THE NORTHERLY MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING FIVE (5) COURSES: </p> <p style="margin-left: 40px;"> S.22°27'17"E., A DISTANCE OF 10.00 FEET; S.63°10'37"E., A DISTANCE OF 20.56 FEET; N.66°50'42"E., A DISTANCE OF 63.66 FEET; N.22°03'43"E., A DISTANCE OF 21.08 FEET; N.23°36'24"W., A DISTANCE OF 15.97 FEET; </p> <p style="margin-left: 40px;"> THENCE N.66°44'00"E., A DISTANCE OF 16.80 FEET; THENCE S.23°16'00"E., A DISTANCE OF 183.08 FEET; THENCE S.66°44'00"W., A DISTANCE OF 16.92 FEET TO THE AFOREMENTIONED SOUTHERLY MEAN HIGH WATER LINE OF OYSTER CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE (3) COURSES: </p> <p style="margin-left: 40px;"> N.23°25'57"W., A DISTANCE OF 62.75 FEET; N.67°09'59"W., A DISTANCE OF 18.53 FEET; S.66°24'57"W., A DISTANCE OF 35.05 FEET TO THE POINT OF BEGINNING, </p> <p style="margin-left: 40px;"> CONTAINING 14.771 SQUARE FEET OR 0.34 ACRES, MORE OR LESS. </p>		
REVISED 2/6/2025 PER SWFTMWD COMMENTS				
SKETCH AND DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/18/2024	2021-4050-011	08-41-20	AS SHOWN	3 OF 3