

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 39894
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 MODIFICATION
TO ADD CO-GRANTEE AND PERMIT

EASEMENT NO. 41764
BOT FILE NO. 080238765
PA NO. 0359636-001- 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 Charlotte County, Florida and Sarasota County, 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 Section 19, Township 41 South, Range 20 East, in Gulf of Mexico, Stump Pass, and Lemon Bay, Charlotte and Sarasota Counties, Florida, containing 9,930,405 square feet, more or less, as is more particularly described and shown on Attachment A, dated December 19, 2014.

TO HAVE THE USE OF the hereinabove described premises from March 20, 2019, the effective date of this modified easement, through September 4, 2030, the expiration date of this modified easement. The terms and conditions on and for which this modified easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for erosion control (restoration, nourishment, groin, and Stump Pass maintenance dredging) 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 No. 0194790-017-JC, dated September 2, 2015 and Permit No. 0359636-001-JC, dated May 2, 2019, 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
Attn: Matthew Logan
18500 Murdock Circle
Port Charlotte, Florida 33948

Sarasota County, Florida
Attn: Lori Ann Carroll
1001 Sarasota Center Boulevard
Sarasota, Florida 34240

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.

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by Grantor, Grantee expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

[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 4/10/2025
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 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. _____

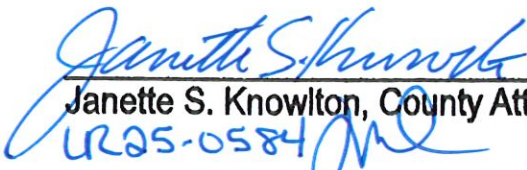
Printed, Typed or Stamped Name

**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
1225-0584

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

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

BY: _____
Original Signature of Executing Authority

Joe Neunder
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 Joe Neunder, as Chairman, for and on behalf of Board of County Commissioners of Sarasota County, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____

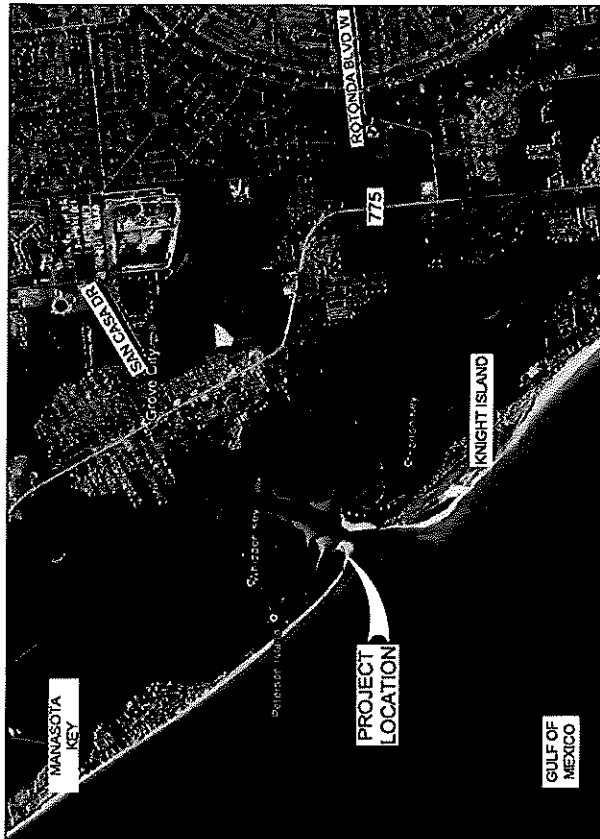
Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

**SKETCH OF DESCRIPTION
OF THE PROPOSED TERMINAL GROIN,
SITUATED IN SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA**

- SHEET INDEX**
1. COVER SHEET
 2. TERMINAL GROIN
 - PLAN VIEW/LEGAL DESCRIPTION

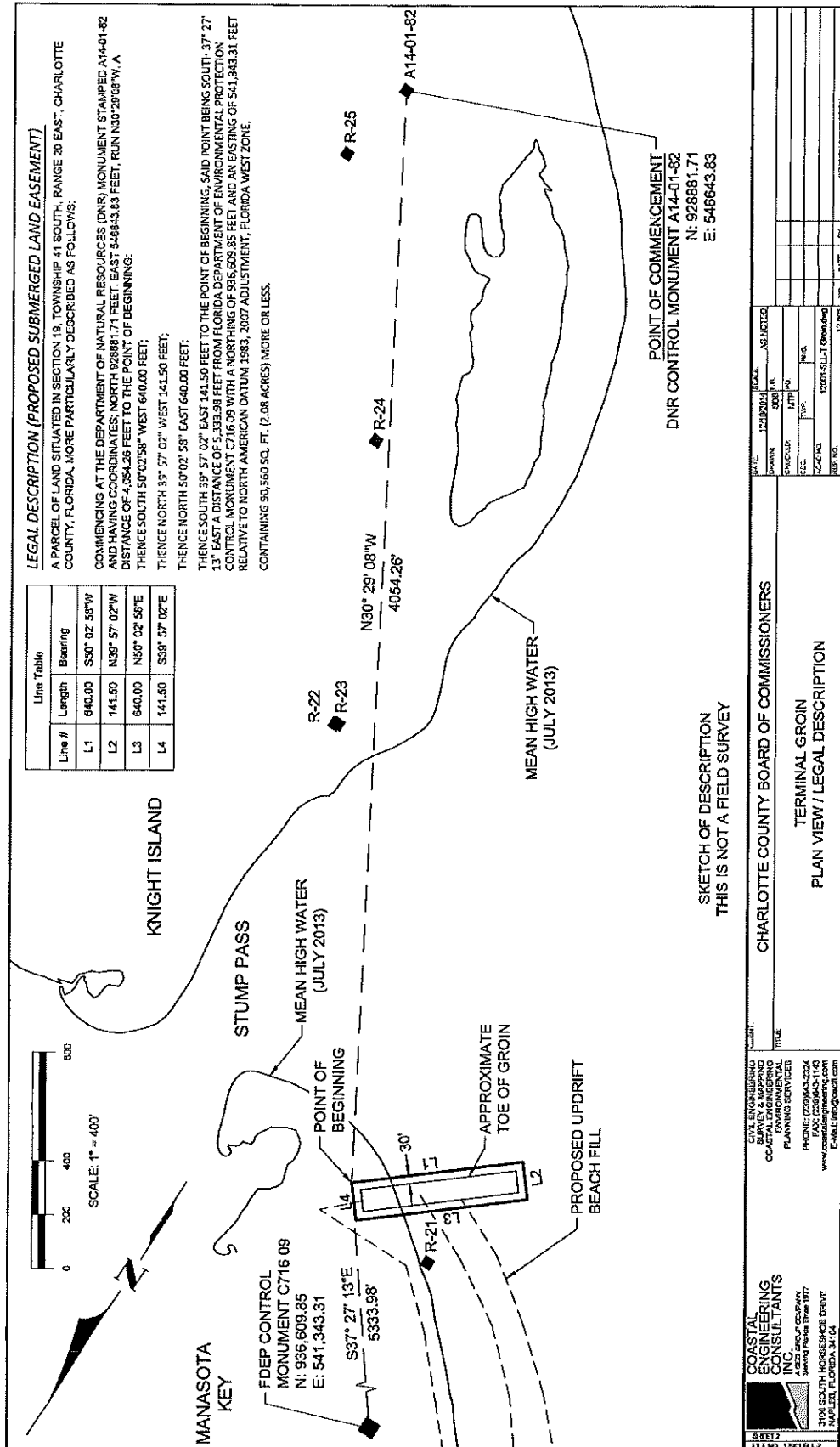


LOCATION MAP
N.T.S.

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

[Signature]
RICHARD J. EWING, V.P.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5285
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 12.001
DATE OF SIGNATURE: 12-19-14

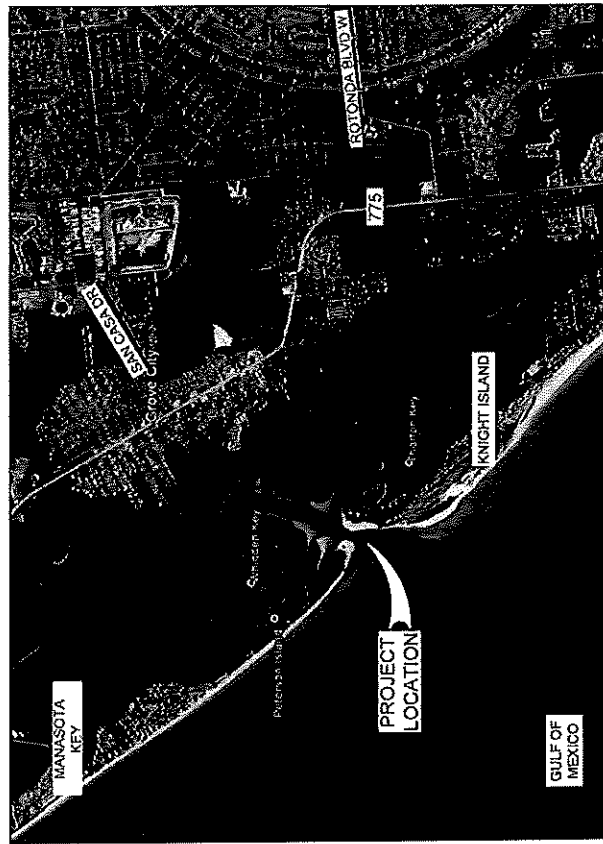
COASTAL ENGINEERING CONSULTANTS, INC.		CHARLOTTE COUNTY BOARD OF COMMISSIONERS	
1100 S. W. 11th Ave. Fort Lauderdale, FL 33304 Phone: (954) 333-1234 Fax: (954) 333-1235 www.coastal-engineering.com		COVER SHEET	
DATE: 12/19/14 DRAWN BY: J.E. CHECKED BY: J.E. SCALE: AS SHOWN SHEET NO.: 12.001 TOTAL SHEETS: 2		DATE: 12/19/14 BY: J.E. NO. 12.001 DESCRIPTION: SOVEREIGNTY SUBMERGED LANDS EASEMENT NO. 41764	



**SKETCH OF DESCRIPTION
OF THE PROPOSED STUMP PASS NAVIGATIONAL CHANNEL,
SITUATED IN SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST,
CHARLOTTE COUNTY, FLORIDA**

SHEET INDEX

1. COVER SHEET
2. STUMP PASS NAVIGATIONAL CHANNEL
PLAN VIEW / LEGAL DESCRIPTION

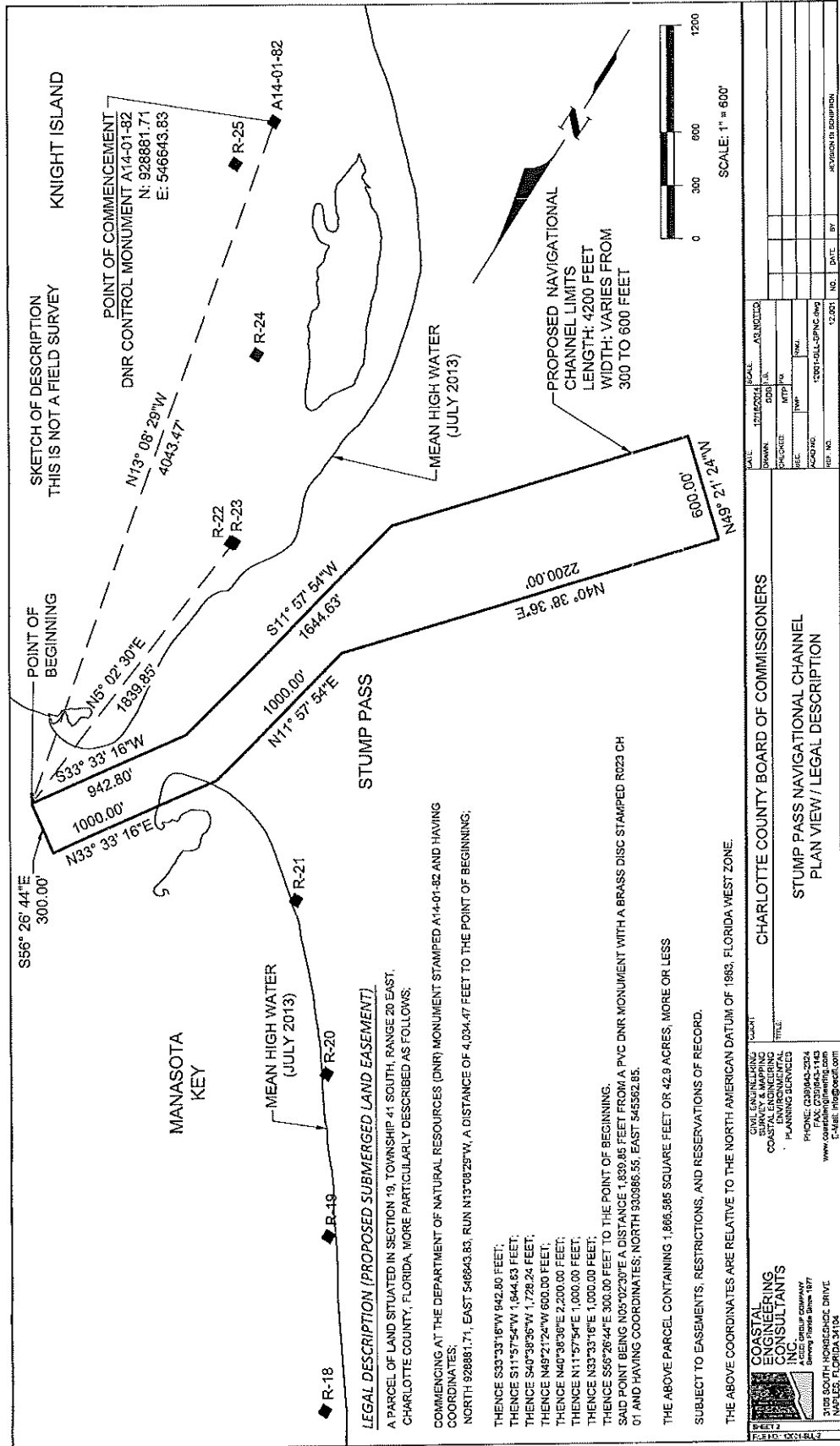


LOCATION MAP
N.T.S.

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. 12.001
DATE OF SIGNATURE: 12-19-14

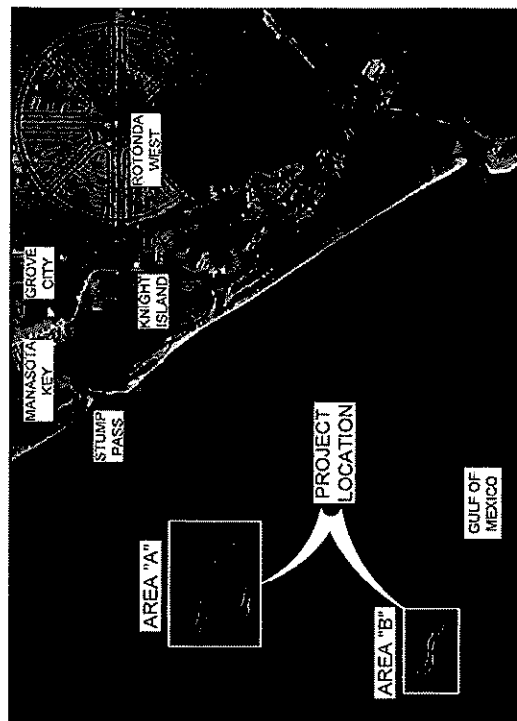
COASTAL ENGINEERING CONSULTANTS, INC. 3109 SOUTH HORSBURGH DRIVE PALM BEACH, FLORIDA 33410 PHONE: (561) 842-2224 www.coastalengr.com E-Mail: info@ceci.com		DATE: 12/19/2014 DRAWN: RJE CHECKED: MTP SEC: MTP ADJUSTED: MTP SCALE: 1"=200'		SCALE: 1"=200' DATE: 12/19/2014 DRAWN: RJE CHECKED: MTP SEC: MTP ADJUSTED: MTP SCALE: 1"=200'	
PROJECT: STUMP PASS NAVIGATIONAL CHANNEL LOCATION: SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA		CLIENT: CHARLOTTE COUNTY BOARD OF COMMISSIONERS COVER SHEET		REVISION DESCRIPTION NO. DATE BY	



SKETCH OF DESCRIPTION OF THE STUMP PASS PROPOSED OFFSHORE BORROW AREAS, ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA

SHEET INDEX

1. COVER SHEET
2. OFFSHORE BORROW AREA "A" LEGAL DESCRIPTIONS
3. OFFSHORE BORROW AREA "A" PLAN VIEW
4. OFFSHORE BORROW AREA "B" LEGAL DESCRIPTIONS
5. OFFSHORE BORROW AREA "B" PLAN VIEW



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. 5285
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER,
CEG FILE NO. 12.001
DATE OF SIGNATURE: 12-19-14

COASTAL ENGINEERING CONSULTANTS, INC. 3100 SOUTH BAYVIEW DRIVE AUSTIN, TEXAS 78746 PHONE: (202) 443-1140 FAX: (202) 443-1140 www.coastalengr.com E-Mail: info@cegi.com		CIVIL ENGINEERING SURVEY & MAPPING CONSULTANTS ENVIRONMENTAL PLANNING SERVICES PHONE: (202) 443-1140 FAX: (202) 443-1140 www.coastalengr.com E-Mail: info@cegi.com		SHEET NO. 12.001 PROJECT NO. 12001-01 OFFSHORE BORROW AREAS SCALE: 1" = 100'		CHECKED BY: [Signature] DATE: 12/19/14 DESIGNED BY: [Signature] DATE: 12/19/14 DRAWN BY: [Signature] DATE: 12/19/14 REVISION OF DESCRIPTION	
CHARLOTTE COUNTY BOARD OF COMMISSIONERS COVER SHEET							

AREA "A1" LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)	AREA "A2" LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)	AREA "A3" LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)
A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO, LYING ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE FLORIDA DEPARTMENT OF NATURAL RESOURCES (FDNR) MONUMENT STAMPED A14-01-82 AND HAVING COORDINATES NORTH 928.881.71, EAST 546.643.83, RUN S71°34'34"W, A DISTANCE OF 18.349.13 FEET TO THE POINT OF BEGINNING; THENCE S27° 11' 49"W 573.32 FEET; THENCE S88° 49' 41"W 846.49 FEET; THENCE N62° 48' 12"W 1911.95 FEET; THENCE N69° 08' 02"W 868.61 FEET; THENCE N27° 11' 48"E 571.71 FEET; THENCE N66° 56' 30"E 453.87 FEET; THENCE S62° 48' 11"E 178.06 FEET; THENCE S8° 45' 43"W 369.21 FEET; THENCE S27° 11' 48"W 98.73 FEET; THENCE S62° 48' 13"E 180.00 FEET; THENCE N27° 11' 48"E 100.00 FEET; THENCE S62° 48' 12"E 649.61 FEET; THENCE S82° 27' 24"E 690.63 FEET; THENCE N27° 11' 53"E 117.73 FEET; THENCE S82° 48' 12"E 538.95 FEET; THENCE N78° 32' 12"E 246.72 FEET; THENCE S78° 30' 11"E 235.62 FEET; THENCE S51° 07' 35"E 574.60 FEET TO THE POINT OF BEGINNING. SAID POINT HAVING COORDINATES NORTH 925,082.57, EAST 529,235.20 RELATIVE TO NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT, FLORIDA WEST ZONE. CONTAINING 2,578,030 SQ. FT. (59.2 ACRES) MORE OR LESS.	A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO, LYING ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE FLORIDA DEPARTMENT OF NATURAL RESOURCES (FDNR) MONUMENT STAMPED A14-01-82 AND HAVING COORDINATES NORTH 928.881.71, EAST 546.643.83, RUN S64°08'22"W, A DISTANCE OF 16,014.16 FEET TO THE POINT OF BEGINNING; THENCE S40° 13' 11"E 1720.00 FEET; THENCE S48° 46' 49"W 464.75 FEET; THENCE N45° 27' 30"W 602.52 FEET; THENCE S40° 48' 49"W 350.24 FEET; THENCE N40° 13' 11"W 1300.00 FEET; THENCE S48° 46' 49"W 300.00 FEET; THENCE N40° 13' 11"W 519.99 FEET; THENCE N49° 46' 49"E 1157.08 FEET; THENCE S13° 39' 17"E 418.33 FEET; THENCE S40° 13' 11"E 325.84 FEET; THENCE N49° 46' 49"E 200.00 FEET TO THE POINT OF BEGINNING. SAID POINT HAVING COORDINATES NORTH 921,896.62, EAST 532,233.35 RELATIVE TO NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT, FLORIDA WEST ZONE. CONTAINING 1,929,754 SQ. FT. (44.3 ACRES) MORE OR LESS.	A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO, LYING ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE FLORIDA DEPARTMENT OF NATURAL RESOURCES (FDNR) MONUMENT STAMPED A14-01-82 AND HAVING COORDINATES NORTH 928.881.71, EAST 546.643.83, RUN S68°22'17"W, A DISTANCE OF 20,834.40 FEET TO THE POINT OF BEGINNING; THENCE S69° 38' 25"E 667.06 FEET; THENCE S17° 31' 08"W 144.62 FEET; THENCE S74° 22' 14"E 1079.42 FEET; THENCE N20° 23' 35"E 104.78 FEET; THENCE S69° 36' 25"E 520.00 FEET; THENCE S20° 23' 35"W 520.00 FEET; THENCE N69° 36' 25"W 454.58 FEET; THENCE N79° 54' 42"W 1062.55 FEET; THENCE S20° 23' 39"W 159.93 FEET; THENCE N69° 36' 25"W 770.00 FEET; THENCE N20° 23' 36"E 820.00 FEET TO THE POINT OF BEGINNING. SAID POINT HAVING COORDINATES NORTH 920,531.14, EAST 527,556.13 RELATIVE TO NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT, FLORIDA WEST ZONE. CONTAINING 1,354,078 SQ. FT. (31.1 ACRES) MORE OR LESS.

COASTAL ENGINEERING CONSULTANTS, INC. 3105 SOUTH SHORELINE DRIVE NAPLES, FLORIDA 34104 PHONE: (239) 432-2324 FAX: (239) 432-1143 www.coastalengr.com E-mail: info@cei.com		CLIENT: CHARLOTTE COUNTY BOARD OF COMMISSIONERS OFFSHORE BORROW AREA "A" LEGAL DESCRIPTIONS	
CIVIL ENGINEERING SURVEY & MAPPING COASTAL ENGINEERING ENVIRONMENTAL PLANNING SERVICES		DATE: 12/01/10 DRAWN: JBD/JS CHECKED: MTP/JS IN CHARGE: JBD/JS SCALE: 1"=100'-0" (OFFSHORE BORROW AREA "A") PROJECT: 12007-OFFSHORE BORROW AREA "A" NO. 12-001 DATE 12/01/10	

AREA "B1" LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO, LYING ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FLORIDA DEPARTMENT OF NATURAL RESOURCES (FDNR) MONUMENT STAMPED AT 14-01-82 AND HAVING COORDINATES NORTH 928.881.71, EAST 546.643.83, RUN S42°32'16"W, A DISTANCE OF 32.413.83 FEET TO THE POINT OF BEGINNING;

THENCE S87° 35' 43"E 490.46 FEET;
THENCE S61° 02' 47"E 568.74 FEET;
THENCE S26° 05' 28"W 50.08 FEET;
THENCE S61° 02' 47"E 282.93 FEET;
THENCE N28° 57' 13"E 100.90 FEET;
THENCE S28° 57' 13"E 364.97 FEET;
THENCE S51° 35' 03"E 765.44 FEET;
THENCE S28° 57' 12"W 494.16 FEET;
THENCE N61° 02' 48"W 494.05 FEET;
THENCE N16° 02' 49"W 141.42 FEET;
THENCE N61° 02' 48"W 935.14 FEET;
THENCE N28° 57' 13"E 50.00 FEET;
THENCE N61° 02' 49"W 30.25 FEET;
THENCE N79° 28' 54"W 705.95 FEET;

SAID POINT HAVING COORDINATES NORTH 904,998.14, EAST 524,729.64
RELATIVE TO NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT, FLORIDA
WEST ZONE.

CONTAINING 1,081,234 SQ. FT. (24.8 ACRES) MORE OR LESS.

AREA "B2" LEGAL DESCRIPTION (PROPOSED SUBMERGED LAND EASEMENT)

A PARCEL OF LAND SUBMERGED IN THE GULF OF MEXICO, LYING ADJACENT TO SECTION 19, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FLORIDA DEPARTMENT OF NATURAL RESOURCES
(FDNR) MONUMENT STAMPED A14-01-82 AND HAVING COORDINATES NORTH
1928.88171, EAST 546.643.83, RUN S46°12'05"W, A DISTANCE OF 33.213.89
TO THE POINT OF BEGINNING.

THENCE S50° 19' 13"E 645.07 FEET;
THENCE S23° 45' 19"E 244.16 FEET;
THENCE S60° 37' 31"E 458.00 FEET;
THENCE S23° 14' 42"E 728.00 FEET;
THENCE S89° 22' 30"W 427.08 FEET;
THENCE N87° 11' 25"W 833.87 FEET;
THENCE N60° 37' 30"W 734.75 FEET;
THENCE N22° 45' 02"W 620.24 FEET;
THENCE N22° 22' 29"E 401.02 FEET TO

SAID POINT HAVING COORDINATES NORTH 905,893.50, EAST 522,670.83
RELATIVE TO NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT, FLORIDA
WEST ZONE.

CONTAINING 1,030,164 SQ. FT. (23.6 ACRES) MORE OR LESS,

COASTAL ENGINEERING CONSULTANTS INC.  3108 SOUTH HENDERSON DRIVE NARFEE, FL 33064-1404 (305) 293-3400	CIVIL/ENVIRONMENTAL ENGINEERING COASTAL/ENVIRONMENTAL PLANNING/DESIGN/CONSTRUCTION	DATE: 12/15/01 DRAWN: JAC CHECKED: JAC DATE: 12/15/01 APPROVED: JAC	SHEET NO. 1 TOTAL SHEETS 1
	PHONE: (305) 293-3400 FAX: (305) 293-3400 WWW: www.coastal-engineering.com E-MAIL: info@coastal-engineering.com	PROJECT NO. 01-001 SHEET NO. 1 DATE: 12/15/01	PROJECT NO. 01-001 SHEET NO. 1 DATE: 12/15/01

