

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060519

1. ACTION REQUESTED/PURPOSE: Authorize the Chairwoman to execute a Sovereign Submerged Land Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

2. WHAT ACTION ACCOMPLISHES: Execution of this easement allows Lee County to construct a bridge over the Imperial River, claimed as sovereign submerged land by the State of Florida, as part of the Imperial Street Widening Project.

3. MANAGEMENT RECOMMENDATION: Approval Recommended.

| | | |
|-------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------|
| 4. Departmental Category: 09 C9B | | 5. Meeting Date: 05-09-2006 |
| 6. Agenda: | 7. Requirement/Purpose: (specify) | 8. Request Initiated: |
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Statute | Commissioner _____ |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Ordinance | Department <u>Transportation</u> |
| <input type="checkbox"/> Appeals | <input type="checkbox"/> Admin. Code | Division _____ |
| <input type="checkbox"/> Public | <input type="checkbox"/> Other | By: <u>Scott Gilbertson</u> |
| <input type="checkbox"/> Walk-On | | |

9. Background: Lee County submitted for a South Florida Water Management Permit for the Imperial Street Widening Project in June of 2004. As part of the permitting process, the Florida Department of Environmental Protection is requiring a sovereign submerged land easement for the construction of the new bridge over the Imperial River. The FDEP has forwarded this easement to Lee County for execution prior to the start of any construction within the Imperial River.

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services | | | County Manager/P.W. Director |
|-------------------------------------------------------|-------------------------|-----------------|-------|-------------------------------|-----------------|------------|----------------|------------------------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. |
| <i>S. Gilbertson</i> S. Gilbertson Date 4/26/06 | | | | <i>[Signature]</i> 4/26/06 | RK 4/26 | WR 4/26/06 | RK for RB 4/26 | <i>[Signature]</i> Lavender Date 4-25-06 |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

| |
|-------------------------|
| RECEIVED BY |
| COUNTY ADMIN: <i>RK</i> |
| 4-26-06 |
| 3:30 |
| COUNTY ADMIN |
| FORWARDED TO: <i>RK</i> |
| 4/27/06 |
| 2:30 PM |

| |
|-----------------------|
| Rec. by CoAtty |
| Date: <i>4/26/06</i> |
| Time: <i>11:35 AM</i> |
| Forwarded To: |
| <i>4/26/06</i> |
| <i>2:50 pm</i> |

This Instrument Prepared By
Joe Duncan
Recurring Revenue Section
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

SOVEREIGN SUBMERGED LANDS EASEMENT

EASEMENT NO. 40726
BOT FILE NO. 360231485
PA NO. 36-05656-P

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 the Lee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 36,
Township 47 South, Range 25 East, in Imperial River,
Lee ~~Collier~~ County, as is more particularly described
and shown on Attachment A, dated June 6, 2005.

TO HAVE THE USE OF the hereinabove described premises from March 7, 2006, the effective date of this easement. The terms and conditions of 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 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 except as described in the Department of Environmental Protection, Environmental Resource Permit No. 36-05656-P, dated March 7, 2006, 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. AUTOMATIC TERMINATION: This easement shall automatically terminate when, in the opinion of Grantor, the easement is not utilized for the purposes authorized. Any costs or expenses incurred by Grantor in removing Grantee or its property from the easement area shall be paid by Grantee.

4. WARRANTY OF TITLE/GUARANTEED 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.

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9. **RIGHT TO TERMINATE:** Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. **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.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts of omissions.

12. **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.

13. **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.

14. **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.

15. **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.

16. **RECORDATION OF EASEMENT:** The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

17. **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.

18. **ACOE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE 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.

19. **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.

20. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in Rule 18-21.003, 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.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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 this _____ day of _____, 20____, by Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, 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 AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF LEE

Lee County, Florida

(SEAL)

By its Board of County Commissioners

BY:

Original Signature of Executing Authority

Tammy Hall

Typed/Printed Name of Executing Authority

Chairwoman

Title of Executing Authority

"GRANTEE"

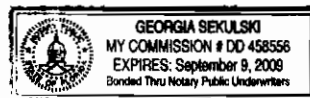
The foregoing instrument was acknowledged before me this 12th day of April, 2006, by Tammy Hall as Chairwoman, for and on behalf of the Board of County Commissioners, Lee County, Florida. She is personally known to me or who has produced _____, as identification

My Commission Expires:

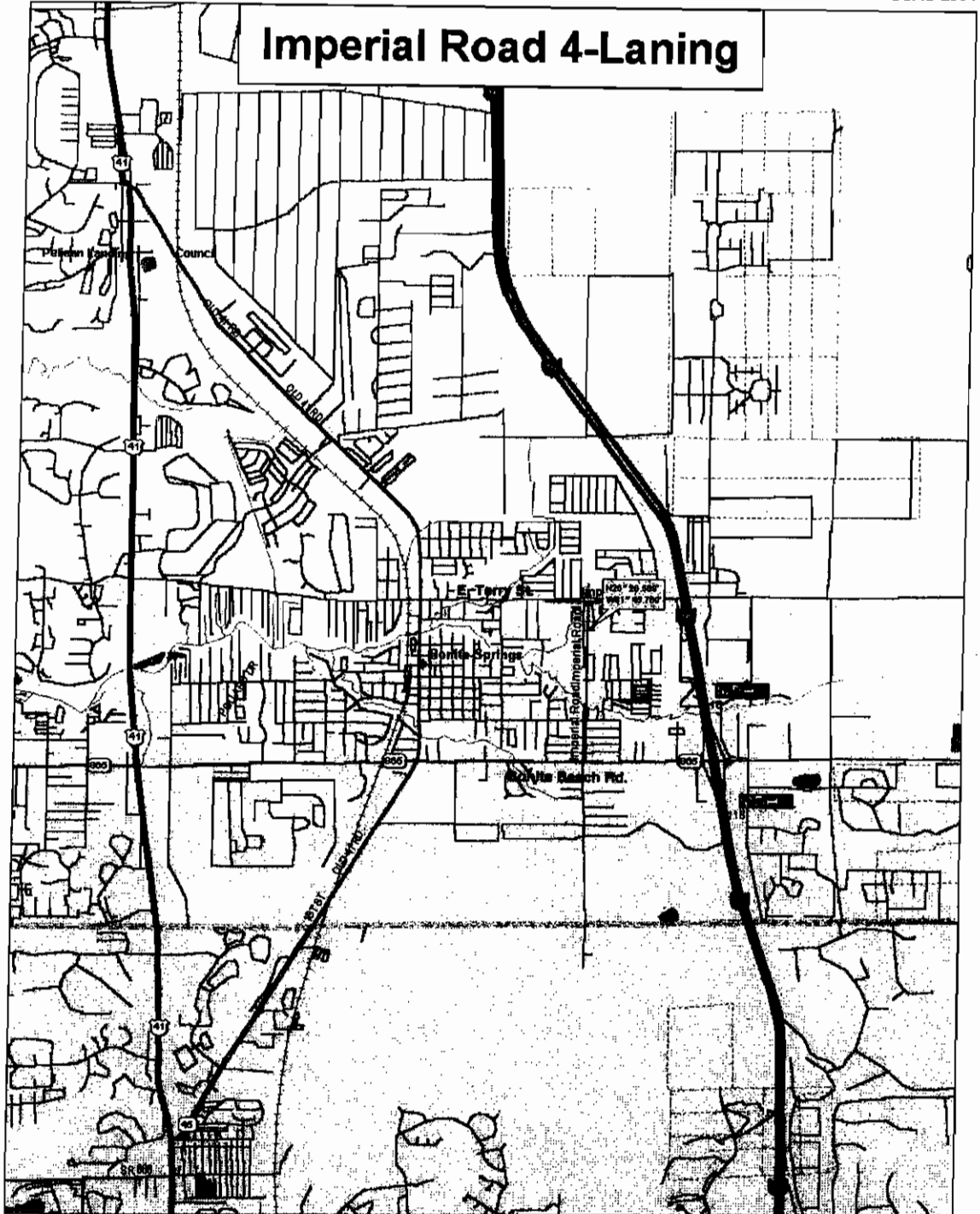
Notary Public, State of FLORIDA

Commission/Serial No.

Printed, Typed or Stamped Name



Imperial Road 4-Laning



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

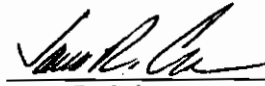
APPLICATION NUMBER
040610-19#

LEGAL DESCRIPTION
Parcel 901

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, more particularly described as follows:

Commence at the northwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence S.00°56' 51"E. along the west line of said southeast quarter for 776.95 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003, and the point of beginning of the herein described parcel of land; thence along said mean high water line for the following two (2) courses, (1) S.80°16'20"W. for 3.08 feet; (2) thence S.58°43'12"W. for 8.06 feet to an intersection with a line parallel with and 10.00 feet west of as measured at right angles to the aforementioned west line of said southeast quarter; thence S.00°56'51"E. along said parallel line for 38.66 feet to an intersection with the aforementioned mean high water line of the Imperial River; thence along said mean high water line for the following seven (7) courses, (1) N.57°12'06"E. for 2.13 feet; (2) thence N.69°25'49"E. for 8.70 feet to an intersection with the aforementioned west line of said southeast quarter; (3) thence continue N.69°25'49"E. for 12.80 feet; (4) thence N.63°03'55"E. for 20.76 feet; (5) thence N.54°24'14"E. for 15.54 feet; (6) thence N.44°47'55"E. for 20.47 feet; (7) thence N.43°27'07"E. for 16.92 feet to an intersection with a line parallel with and 70.00 feet east of as measured at right angles to the aforementioned west line of said southeast quarter; thence N.00°56'51"W. along said parallel line for 43.11 feet to an intersection with the aforementioned mean high water line of the Imperial River; thence along said mean high water line for the following five (5) courses, (1) S.53°03'49"W. for 17.40 feet; (2) thence S.27°34'58"W. for 21.27 feet (3) thence S.49°48'05"W. for 11.90 feet; (4) thence S.55°25'50"W. for 24.63 feet; (5) thence S.80°16'20"W. for 16.23 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919


Date: 11/11/05
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

ADD/REVISED SUBMITTAL
'JUL 29 2005
LWC SERVICE CENTER

BWLKPC901 35955

Attachment A
Page 5 of 7 Pages
Easement 40433

ASSOCIATES:
TRACY N. BEAN, ACP
CHARLES D. JOHNSON, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
DANIEL A. MATHIAS, DE

PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM

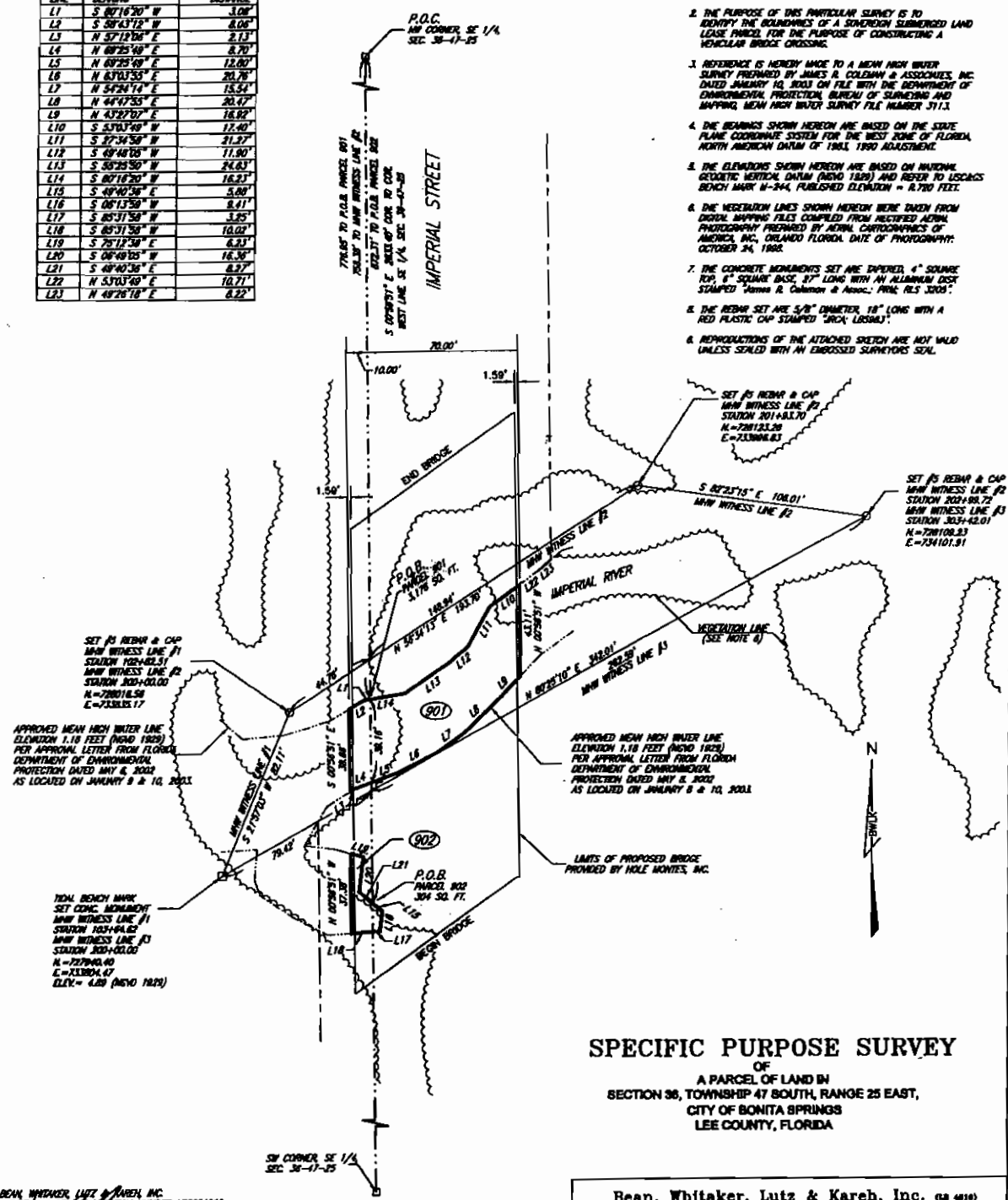
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 80°16'20" W | 3.06' |
| L2 | S 50°43'12" W | 8.06' |
| L3 | N 57°12'04" E | 2.13' |
| L4 | N 80°25'48" E | 8.70' |
| L5 | N 80°25'48" E | 12.00' |
| L6 | N 83°03'53" E | 20.76' |
| L7 | N 54°24'14" E | 15.54' |
| L8 | N 44°47'53" E | 20.47' |
| L9 | N 43°27'07" E | 18.82' |
| L10 | S 53°03'49" W | 17.40' |
| L11 | S 37°34'50" W | 21.27' |
| L12 | S 49°46'05" W | 11.90' |
| L13 | S 50°25'50" W | 24.83' |
| L14 | S 80°16'20" W | 16.81' |
| L15 | S 49°40'58" E | 8.91' |
| L16 | S 08°12'58" W | 3.25' |
| L17 | S 05°31'58" W | 10.02' |
| L18 | S 05°31'58" W | 16.36' |
| L19 | S 25°12'50" E | 8.27' |
| L20 | S 08°40'05" W | 16.36' |
| L21 | S 49°40'36" E | 8.27' |
| L22 | N 53°03'49" E | 10.71' |
| L23 | N 48°26'18" E | 8.22' |

SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO REPRESENT THE RESULTS OF A SPECIFIC PURPOSE SURVEY.
2. THE PURPOSE OF THIS PARTICULAR SURVEY IS TO IDENTIFY THE BOUNDARIES OF A SOVEREIGN SUBMERGED LAND LEASE PARCEL FOR THE PURPOSE OF CONSTRUCTING A VEHICULAR BRIDGE CROSSING.
3. REFERENCE IS HEREBY MADE TO A MEAN HIGH WATER SURVEY PREPARED BY JAMES R. COLEMAN & ASSOCIATES, INC. DATED JANUARY 10, 2003 ON FILE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, MEAN HIGH WATER SURVEY FILE NUMBER 3113.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983, 1980 ADJUSTMENT.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929) AND REFER TO USCGCS BENCH MARK M-244, PUBLISHED ELEVATION = 8.700 FEET.
6. THE VEGETATION LINES SHOWN HEREON WERE TAKEN FROM AERIAL PHOTOGRAPHY COPIES FROM REGISTERED AERIAL PHOTOGRAPHY PREPARED BY AERIAL CARTOGRAPHICS OF AMERICA, INC., ORLANDO, FLORIDA, DATE OF PHOTOGRAPHY: OCTOBER 24, 1988.
7. THE CONCRETE MONUMENTS SET ARE IMPURED, 4" SQUARE TOP, 8" SQUARE BASE, 27" LONG WITH AN ALUMINUM DISK STAMPED "James R. Coleman & Assoc., INC. FILE NO. 3105".
8. THE REBAR SET ARE 5/8" DIAMETER, 18" LONG WITH A RED PLASTIC CAP STAMPED "JRLC, L2004".
9. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.



SPECIFIC PURPOSE SURVEY
OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004019
DATE: 6-07-05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Attachment A
Page 6 of 7 Pages
Easement 40433

| | | | | | |
|-----------------------------------------------------------------------|-------------|----------|----------|--------|----------------|
| Bean, Whitaker, Lutz & Kareh, Inc. (a 4016) | | | | | |
| CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS | | | | | |
| 10014 MONROE BOULEVARD, FORT MYERS, FLORIDA 33908-4800 (239) 481-1331 | | | | | |
| DATE | PROJECT NO. | DRAWN BY | SCALE | SHEET | FILE NO. 0-7-6 |
| 06-07-05 | 355054 | J.R.C. | 1" = 80' | 1 OF 1 | 78-47-24 |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

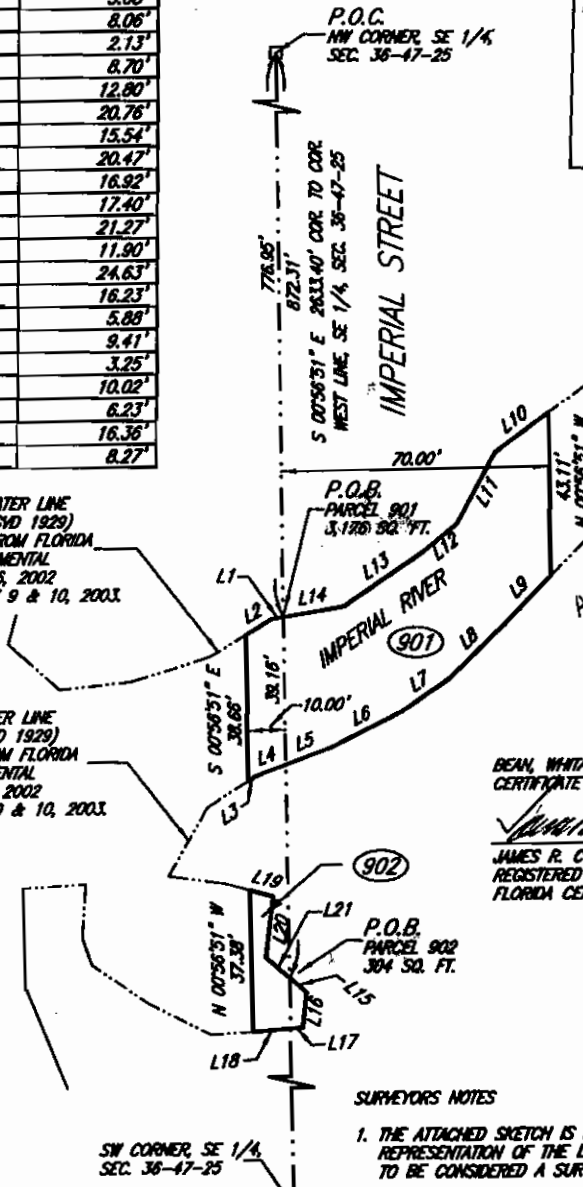
OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 80°16'20" W | 3.08' |
| L2 | S 58°43'12" W | 8.06' |
| L3 | N 57°12'06" E | 2.13' |
| L4 | N 69°25'49" E | 8.70' |
| L5 | N 69°25'49" E | 12.80' |
| L6 | N 63°03'55" E | 20.76' |
| L7 | N 54°24'14" E | 15.54' |
| L8 | N 44°47'55" E | 20.47' |
| L9 | N 43°27'07" E | 16.92' |
| L10 | S 53°03'49" W | 17.40' |
| L11 | S 27°34'58" W | 21.27' |
| L12 | S 49°48'05" W | 11.90' |
| L13 | S 55°25'50" W | 24.63' |
| L14 | S 80°16'20" W | 16.23' |
| L15 | S 49°40'36" E | 5.88' |
| L16 | S 06°13'59" W | 9.41' |
| L17 | S 85°31'58" W | 3.25' |
| L18 | S 85°31'58" W | 10.02' |
| L19 | S 75°12'38" E | 6.23' |
| L20 | S 06°49'05" W | 16.36' |
| L21 | S 49°40'36" E | 8.27' |

ADD/REVISED SUBMITTAL
JUL 29 2005
LWC SERVICE CENTER

APPROVED MEAN HIGH WATER LINE
ELEVATION 1.18 FEET (NGVD 1929)
PER APPROVAL LETTER FROM FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION DATED MAY 6, 2002
AS LOCATED ON JANUARY 9 & 10, 2003.

APPROVED MEAN HIGH WATER LINE
ELEVATION 1.18 FEET (NGVD 1929)
PER APPROVAL LETTER FROM FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION DATED MAY 6, 2002
AS LOCATED ON JANUARY 9 & 10, 2003.



APPLICATION NUMBER
040610-19#

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919
[Signature] DATE: 7-JUNE-05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Attachment A
Page 7 of 7 Pages
Easement 40433

SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

Bean, Whitaker, Lutz & Kareh, Inc. (DB 0010)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
15041-1 MOOREBORO BULEVARD, PORT MYERS, FLORIDA 33919-0010 (888) 461-1331

PCLB01-902-8x11.DWG
DATE: 07-29-05 PROJECT NO.: 14004 DRAWN BY: JRC SCALE: 1" = 40' SHEET: 1 OF 1 FILE NO. (P-1-10) 76-47-25

This Instrument Prepared By
Joe Duncan
Recurring Revenue Section
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

SOVEREIGN SUBMERGED LANDS EASEMENT

EASEMENT NO. 40726
BOT FILE NO. 360231485
PA NO. 36-05656-P

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 the Lee County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of submerged land in Section 36,
Township 47 South, Range 25 East, in Imperial River,
Lee ~~Collier~~ County, as is more particularly described
and shown on Attachment A, dated June 6, 2005.

TO HAVE THE USE OF the hereinabove described premises from March 7, 2006, the effective date of this easement. The terms and conditions of 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 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 except as described in the Department of Environmental Protection, Environmental Resource Permit No. 36-05656-P, dated March 7, 2006, 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.
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4. 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.
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. RIGHT TO TERMINATE: Should a need of greater public benefit and use arise as determined by Grantor in its sole discretion, the Grantor shall have the right to terminate this easement. At such time, the Grantor shall issue written notification to the Grantee stating the effective date of such termination.

10. 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.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts or omissions.

12. 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.

13. 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.

14. 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.

15. 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.

16. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

17. 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.

18. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (COE) permit if it is required by the COE. Any modifications to the construction and/or activities authorized herein that may be required by the COE 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.

19. 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.

20. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in Rule 18-21.003, 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.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, 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 this _____ day of _____, 20____, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, 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 AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

Lee County, Florida

(SEAL)

By its Board of County Commissioners

BY:

Original Signature of Executing Authority

Tammy Hall

Typed/Printed Name of Executing Authority

Chairwoman

Title of Executing Authority

"GRANTEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 12th day of April, 2006 by
Tammy Hall as Chairwoman, for and on behalf of the Board of County Commissioners, Lee County, Florida. She is personally
known to me or who has produced _____, as identification

My Commission Expires:

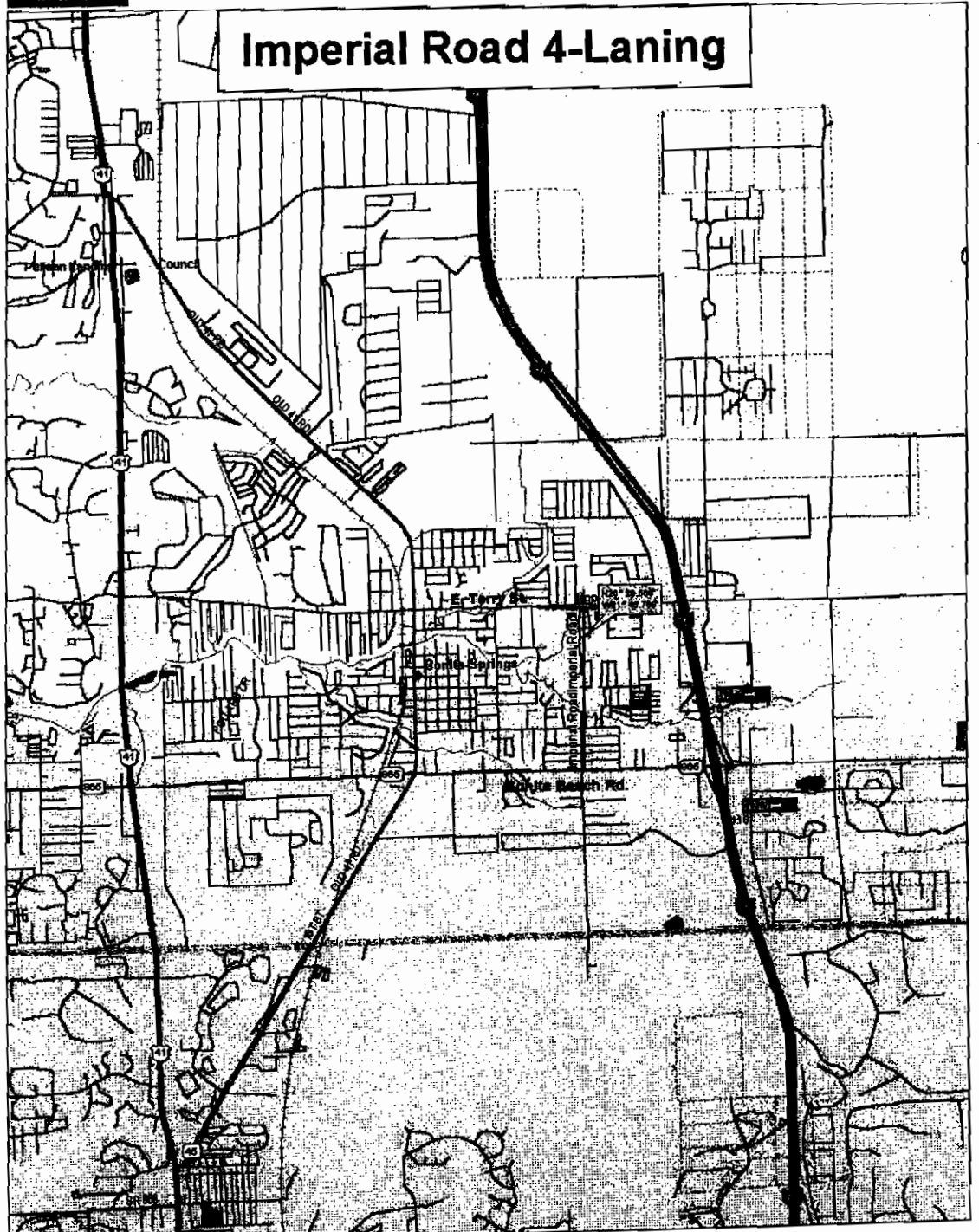
Notary Public, State of FLORIDA

Commission/Serial No.

Printed, Typed or Stamped Name



Imperial Road 4-Laning



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwik.net
(Ph) 239-481-1331 (Fax) 239-481-1073


APPLICATION NUMBER
040610-19#

LEGAL DESCRIPTION
Parcel 901

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, more particularly described as follows:

Commence at the northwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence S.00°56' 51"E. along the west line of said southeast quarter for 776.95 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003, and the point of beginning of the herein described parcel of land; thence along said mean high water line for the following two (2) courses, (1) S.80°16'20"W. for 3.08 feet; (2) thence S.58°43'12"W. for 8.06 feet to an intersection with a line parallel with and 10.00 feet west of as measured at right angles to the aforementioned west line of said southeast quarter; thence S.00°56'51"E. along said parallel line for 38.66 feet to an intersection with the aforementioned mean high water line of the Imperial River; thence along said mean high water line for the following seven (7) courses, (1) N.57°12'06"E. for 2.13 feet; (2) thence N.69°25'49"E. for 8.70 feet to an intersection with the aforementioned west line of said southeast quarter; (3) thence continue N.69°25'49"E. for 12.80 feet; (4) thence N.63°03'55"E. for 20.76 feet; (5) thence N.54°24'14"E. for 15.54 feet; (6) thence N.44°47'55"E. for 20.47 feet; (7) thence N.43°27'07"E. for 16.92 feet to an intersection with a line parallel with and 70.00 feet east of as measured at right angles to the aforementioned west line of said southeast quarter; thence N.00°56'51"W. along said parallel line for 43.11 feet to an intersection with the aforementioned mean high water line of the Imperial River; thence along said mean high water line for the following five (5) courses, (1) S.53°03'49"W. for 17.40 feet; (2) thence S.27°34'58"W. for 21.27 feet (3) thence S.49°48'05"W. for 11.90 feet; (4) thence S.55°25'50"W. for 24.63 feet; (5) thence S.80°16'20"W. for 16.23 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919


Date: 11/11/05
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

ADD/REVISED SUBMITTAL
'JUL 29 2005
LWC SERVICE CENTER

BWLKPCL901 35955

Attachment A
Page 5 of 7 Pages
Easement 40433

ASSOCIATES:
TRACY H. BEAN, AICP
CHARLEY D. JOHNT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM

PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM

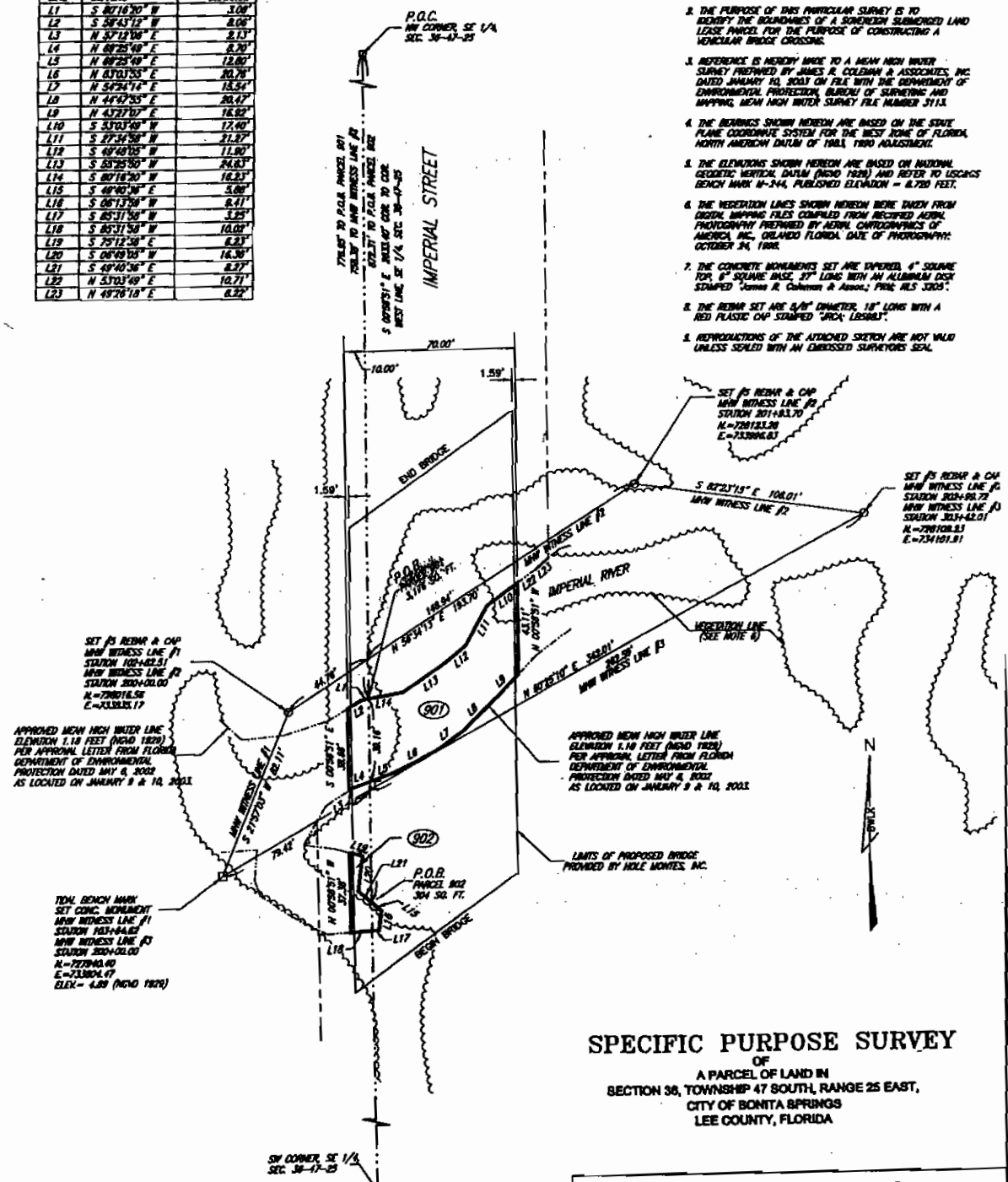
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 87°16'30" W | 3.09' |
| L2 | S 58°43'17" W | 8.06' |
| L3 | N 37°12'00" E | 2.73' |
| L4 | N 88°25'40" E | 8.70' |
| L5 | N 88°25'40" E | 12.80' |
| L6 | N 87°03'55" E | 28.70' |
| L7 | N 87°24'14" E | 15.54' |
| L8 | N 44°42'55" E | 20.47' |
| L9 | N 43°22'02" E | 18.82' |
| L10 | S 33°03'00" W | 12.40' |
| L11 | S 77°34'58" W | 21.87' |
| L12 | S 49°40'00" W | 11.80' |
| L13 | S 58°28'30" W | 24.83' |
| L14 | S 80°18'30" W | 16.83' |
| L15 | S 48°40'30" E | 5.80' |
| L16 | S 06°13'30" W | 8.47' |
| L17 | S 85°31'50" W | 3.89' |
| L18 | S 85°31'50" W | 10.03' |
| L19 | S 75°12'30" E | 6.23' |
| L20 | S 08°49'00" W | 16.30' |
| L21 | S 49°40'36" E | 8.27' |
| L22 | N 53°03'40" E | 10.71' |
| L23 | N 49°26'18" E | 8.22' |

SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO REPRESENT THE RESULTS OF A SPECIFIC PURPOSE SURVEY.
2. THE PURPOSE OF THIS PARTICULAR SURVEY IS TO IDENTIFY THE BOUNDARIES OF A SWAMPY SUBMERGED LAND LEASE PARCEL, FOR THE PURPOSE OF CONSTRUCTING A VEHICULAR BRIDGE CROSSING.
3. REFERENCE IS HEREBY MADE TO A HIGH HIGH WATER SURVEY PREPARED BY JAMES R. COLEMAN & ASSOCIATES, INC. DATED JANUARY 10, 2001 ON FILE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, MEAN HIGH WATER SURVEY FILE NUMBER 3113.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983, TYPED ADJUSTMENT.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD 1988) AND REFER TO USCGS BENCH MARK M-344, PUBLISHED ELEVATION = 8.720 FEET.
6. THE VEGETATION LINES SHOWN HEREON WERE DATED FROM ORIGIN MAPPING FILES COMPILED FROM RECIPIED AERIAL PHOTOGRAPHY PREPARED BY ADRIAN CARTOGRAPHICS OF AUBUCH, INC., DELAWARE, FLORIDA, DATE OF PHOTOGRAPHY: OCTOBER 24, 1998.
7. THE CONCRETE MONUMENTS SET ARE EXPANDED 4" SQUARE TOP, 6" SQUARE BASE, 24" LONG WITH AN ALUMINUM DISK STAMPED "James R. Coleman & Assoc., INC. P.L.C. M.S. 3205".
8. THE REBAR SET ARE 1/2" DIAMETER, 18" LONG WITH A RED PLASTIC CAP STAMPED "JRC-180883".
9. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.



SPECIFIC PURPOSE SURVEY

OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0008918
DATE: 6-07-05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Attachment A
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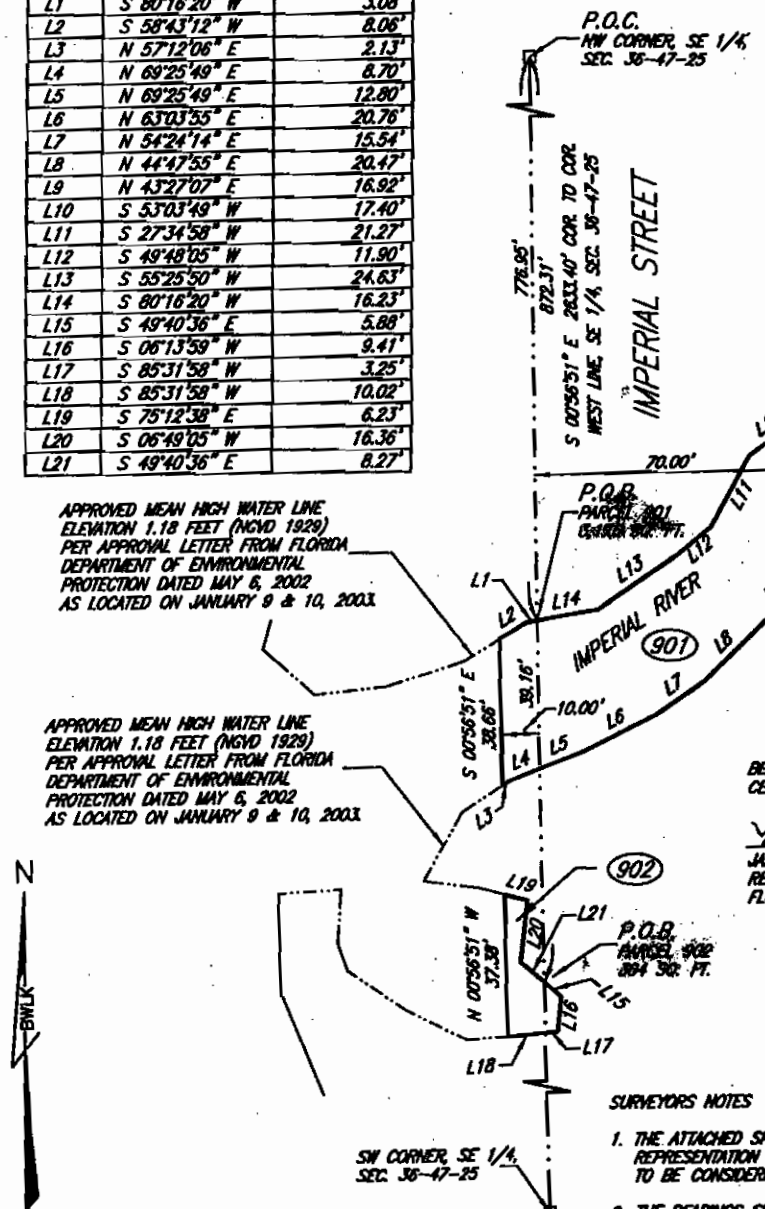
| | | | |
|--------------------------------------------------------------------------|-------------|---------|----------|
| Bean, Whitaker, Lutz & Kareh, Inc. (DB 0119) | | | |
| CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS | | | |
| 1000-1 MIDCOURT BOULEVARD, FORT MYERS, FLORIDA 33910-0000 (239) 481-1331 | | | |
| DATE | PROJECT NO. | BOOK BY | SCALE |
| 06-07-05 | 76855 | J.R.C. | 1" = 20' |
| DATE | PROJECT NO. | BOOK BY | SCALE |
| 06-07-05 | 76855 | J.R.C. | 1" = 20' |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 80°16'20" W | 3.08' |
| L2 | S 58°43'12" W | 8.06' |
| L3 | N 57°12'06" E | 2.13' |
| L4 | N 69°25'49" E | 8.70' |
| L5 | N 69°25'49" E | 12.80' |
| L6 | N 63°03'55" E | 20.76' |
| L7 | N 54°24'14" E | 15.54' |
| L8 | N 44°47'55" E | 20.47' |
| L9 | N 43°27'07" E | 16.92' |
| L10 | S 53°03'49" W | 17.40' |
| L11 | S 27°34'58" W | 21.27' |
| L12 | S 49°48'05" W | 11.90' |
| L13 | S 55°25'50" W | 24.63' |
| L14 | S 80°16'20" W | 16.23' |
| L15 | S 49°40'36" E | 5.88' |
| L16 | S 06°13'59" W | 9.41' |
| L17 | S 85°31'58" W | 3.25' |
| L18 | S 85°31'58" W | 10.02' |
| L19 | S 75°12'38" E | 6.23' |
| L20 | S 06°49'05" W | 16.36' |
| L21 | S 49°40'36" E | 8.27' |

ADD/REVISED SUBMITTAL
JUL 29 2005
LWC SERVICE CENTER



APPLICATION NUMBER
040610-19#

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919
DATE: 7 JUNE 05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Attachment A
Page 7 of 7 Pages
Easement 40433

SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

Bean, Whitaker, Lutz & Kareh, Inc. (DB 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
12041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-0910 (239) 461-1331

| | | | | |
|---------------------|----------|----------|--------|----------|
| PCL901-002-Sx11.DWG | DRAWN BY | SCALE | SHEET | FILE NO. |
| 01-01-08 | JAGGKA | 1" = 40' | 1 OF 1 | 36-47-25 |