



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

January 11, 2021

Pinellas County
22211 US Hwy 19N Bldg. 1
Clearwater, FL 33765

BOT No. 520361244, Easement Number. 42638
Grantee: Pinellas County

To whom it may concern:

Enclosed is a fully executed original easement for your records. The original easement, at the option of the Grantee, may be recorded in the official records of the county where the leased site is located. But we do not require it.

If the billing agent, phone number, or fax number change, or there is a change in the Grantee's tax status, please notify the DIVISION OF STATE LANDS, REVENUE SECTION in writing within 30 days of the date of any change.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2754 or Sue.Jones@FloridaDEP.gov.

Sincerely,

A handwritten signature in cursive script that reads "Sue Jones".

Sue Jones
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

Enclosures-Easement

Cc: File

This Instrument Prepared By:
Sue Jones
Action No. 44473
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 42638
BOT FILE NO. 520361244
PA NO. 43002320.001

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 Pinellas 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 35,
Township 28 South, Range 16 East, in Safety Harbor,
Pinellas County, Florida, containing 115,854 square feet, more or less,
as is more particularly described and shown on Attachment A, dated August 26, 2021.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from October 5, 2021, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for living shoreline and breakwaters and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource Permit No. 43002320.001, dated April 12, 2021, 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:

Pinellas County
Board of County Commissioners
22211 US Hwy 19N Bldg. 1
Clearwater, FL 33765

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(63), 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 Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:

Kathy C. Griffin
Original Signature
Kathy C. Griffin
Print/Type Name of Witness

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

(SEAL)

BY:

Brad Richardson
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.

Sue Jones
Original Signature
Sue Jones
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 10th day of January, 2022, 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:

[Signature]
DEP Attorney
11/18/2021
Date

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



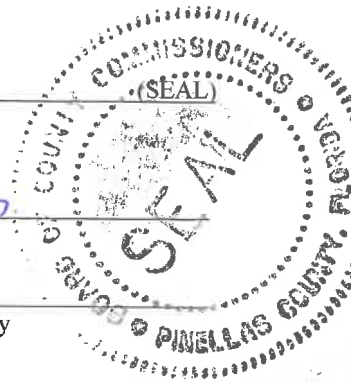
Commission/Serial No.

WITNESSES:

[Signature]
Original Signature
Katherine Carpenter
Typed/Printed Name of Witness
Christa Sue
Original Signature
Christian Eres
Typed/Printed Name of Witness

Pinellas County, Florida
By its Board of County Commissioners

BY: [Signature]
Original Signature of Executing Authority
Dave Eggers
Typed/Printed Name of Executing Authority
Chair
Title of Executing Authority



"GRANTEE"

STATE OF FL
COUNTY OF Pinellas

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 20 day of December, 2021, by Dave Eggers as Chair, for and on behalf of Board of County Commissioners of Pinellas County, Florida. He is personally known to me or who has produced , as identification.

My Commission Expires:



KRISTA JOHNSON
Commission # HH 092230
Expires March 20, 2025
Bonded Thru Budget Notary Services

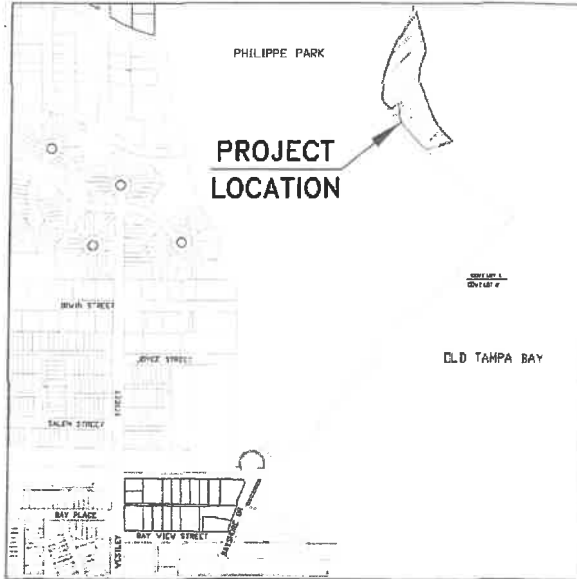
Commission/Serial No. 092230

[Signature]
Signature of Notary Public
Notary Public, State of FL
Krista Johnson
Printed, Typed or Stamped Name

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328



PINELLAS COUNTY MAP



PROJECT LOCATION

SURVEYOR'S NOTES:

1. This Sketch and Description was prepared with the benefit of a Topographic and Hydrographic Survey of Philippe Park Shoreline certified by the undersigned on 4/13/21, and a Tidal Water Survey certified by the undersigned on 8/26/21 (Pinellas County Survey File Number 2171). Proposed improvements are depicted in accordance with drawings provided by Bryan D. Flynn, PE, Environmental Science Associates, on 1/11/21.
2. Coordinates, distances and bearings are referenced to the West Zone of the Florida State Plane Coordinate System, North American Datum of 1983, 2011 adjustment (NAD 83/2011), US Survey Feet, based on the surveys referenced above.
3. Mean High Water elevation at this location is 0.76 ft North American Datum of 1988 (NAVD 88) according to a Florida Department of Environmental Protection Tidal Water Survey Procedural Approval dated 7/19/21.

LEGEND

FCM	FOUND CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FRRS	FOUND RAILROAD SPIKE
OR	OFFICIAL RECORDS BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
SEC ##-##-##	SECTION-TOWNSHIP-RANGE

Additions or deletions by other than the Professional Surveyor and Mapper in responsible charge are prohibited. Sketch and/or Description is invalid without the original signature and seal of the Professional Surveyor and Mapper.

CALCULATED BY: RAC The above Sketch and Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

CHECKED BY: JP By: Pinellas County Survey and Mapping Division

S.F.N.: 2171 JARED R. PHILLIPS, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 6899
STATE OF FLORIDA, PHONE # (727) 464-8904

DATE 8/26/21

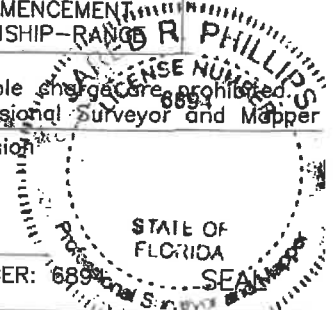


EXHIBIT Attachment A
Page 6 of 10 Pages
Easement No. 42638
BOT File No. 520361244

Parcel No.: P801-R
SHEET 1 OF 5



SECTION 35, TOWNSHIP 28 SOUTH, RANGE 16 EAST

DESCRIPTION

A parcel of submerged land in Old Tampa Bay, adjacent to Government Lot 1 of Section 35, Township 28 South, Range 16 East, Pinellas County, Florida being further described as follows:

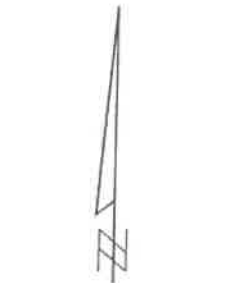
Commencing at a Found 3" Iron Pipe located at the West 1/4 corner of Section 35, Township 28 South, Range 16 East; thence N08°39'00"E, for a distance of 668.94 feet to a Found 3"x3" Concrete Monument at the Northwest corner of the lands described in Official Records Book 3112, Page 259, public records of Pinellas County, Florida; thence along the North line thereof the following three (3) courses; S89°27'40"E, for a distance of 695.53 feet to a Found Rail Road Spike at the intersection with the centerline of C.R. 30; thence continue S89°27'40"E, for a distance of 70.73 feet; thence N71°45'01"E, for a distance of 168.62 feet to the Mean High Water Line of Old Tampa Bay and the POINT OF BEGINNING; thence along said Mean High Water Line the following twenty five (25) courses: N52°57'56"W, for a distance of 39.68 feet; thence N42°28'14"W, for a distance of 46.65 feet; thence N41°32'42"W, for a distance of 38.39 feet; thence N42°00'06"W, for a distance of 40.13 feet; thence N37°07'00"W, for a distance of 46.88 feet; thence N14°42'14"W, for a distance of 36.71 feet; thence N00°12'44"E, for a distance of 35.37 feet; thence N15°24'37"W, for a distance of 24.61 feet; thence S60°32'52"W, for a distance of 17.24 feet; thence S38°46'03"W, for a distance of 25.03 feet; thence N79°21'48"W, for a distance of 12.15 feet; thence N50°50'28"W, for a distance of 34.42 feet; thence N41°32'50"W, for a distance of 12.31 feet; thence N20°27'00"W, for a distance of 27.90 feet; thence N08°01'36"E, for a distance of 35.12 feet; thence N04°05'31"E, for a distance of 58.24 feet; thence N10°10'00"E, for a distance of 38.24 feet; thence N18°52'55"E, for a distance of 66.24 feet; thence N17°22'38"E, for a distance of 30.22 feet; thence N22°05'55"E, for a distance of 47.85 feet; thence N27°04'21"E, for a distance of 41.28 feet; thence N34°02'40"E, for a distance of 74.48 feet; thence N35°02'00"E, for a distance of 46.84 feet; thence N33°52'29"E, for a distance of 50.57 feet; thence N15°29'21"E, for a distance of 11.00 feet; thence leaving said Mean High Water Line, S14°56'06"E, for a distance of 210.67 feet; thence S17°41'24"W, for a distance of 55.66 feet; thence S16°55'30"W, for a distance of 42.16 feet; thence S06°21'01"W, for a distance of 69.34 feet; thence S15°13'49"E, for a distance of 7.20 feet; thence S20°37'10"E, for a distance of 33.77 feet; thence S20°34'08"E, for a distance of 68.74 feet; thence S20°22'36"E, for a distance of 34.87 feet; thence S22°16'13"E, for a distance of 62.83 feet; thence S29°57'29"E, for a distance of 32.09 feet; thence S33°04'01"E, for a distance of 58.36 feet; thence S46°42'01"E, for a distance of 80.90 feet to the North line of said lands described in Official Records Book 3112, Page 259; thence S71°45'01"W along said North line, for a distance of 141.20 feet to the POINT OF BEGINNING.

CONTAINING: 115,854 square feet or 2.660 acres, more or less.

CALCULATED BY:
RAC
CHECKED BY:
JP
S.F.N.:
2171

PINELLAS COUNTY
PUBLIC WORKS
SURVEY AND MAPPING DIVISION
22211 U.S. HIGHWAY 19 N.
CLEARWATER, FLORIDA 33765-2328

SECTION 35, TOWNSHIP 28 SOUTH, RANGE 16 EAST
SKETCH - NOT A FIELD SURVEY



SCALE IN FEET
1" = 60'

0 60

SEE SHEET 5
FOR LINE TABLE

PHILIPPE PARK

PINELLAS COUNTY
NUMEROUS DEEDS

MEAN HIGH WATER
ELEV. = 0.76 FEET
NAVD 88 AS
LOCATED ON 8/2/2021

PROPOSED
OYSTER BAGS
(TYPICAL)

PROPOSED
PLANTED MARSH

PROPOSED
PRECAST CONCRETE
UNIT BREAKWATER
(TYPICAL)

P801-R1

OLD TAMPA BAY

PROPOSED
RIP RAP
BREAKWATER

MATCH LINE SEE SHEET 3

CALCULATED BY:
RAC
CHECKED BY:
JP
S.F.N.:
2171

EXHIBIT _____

Attachment A
Page 8 of 10 Pages
Easement No. 42638
BOT File No. 520361244

Parcel No.: P801-R
SHEET 4 OF 5

SECTION 35, TOWNSHIP 28 SOUTH, RANGE 16 EAST
SKETCH - NOT A FIELD SURVEY

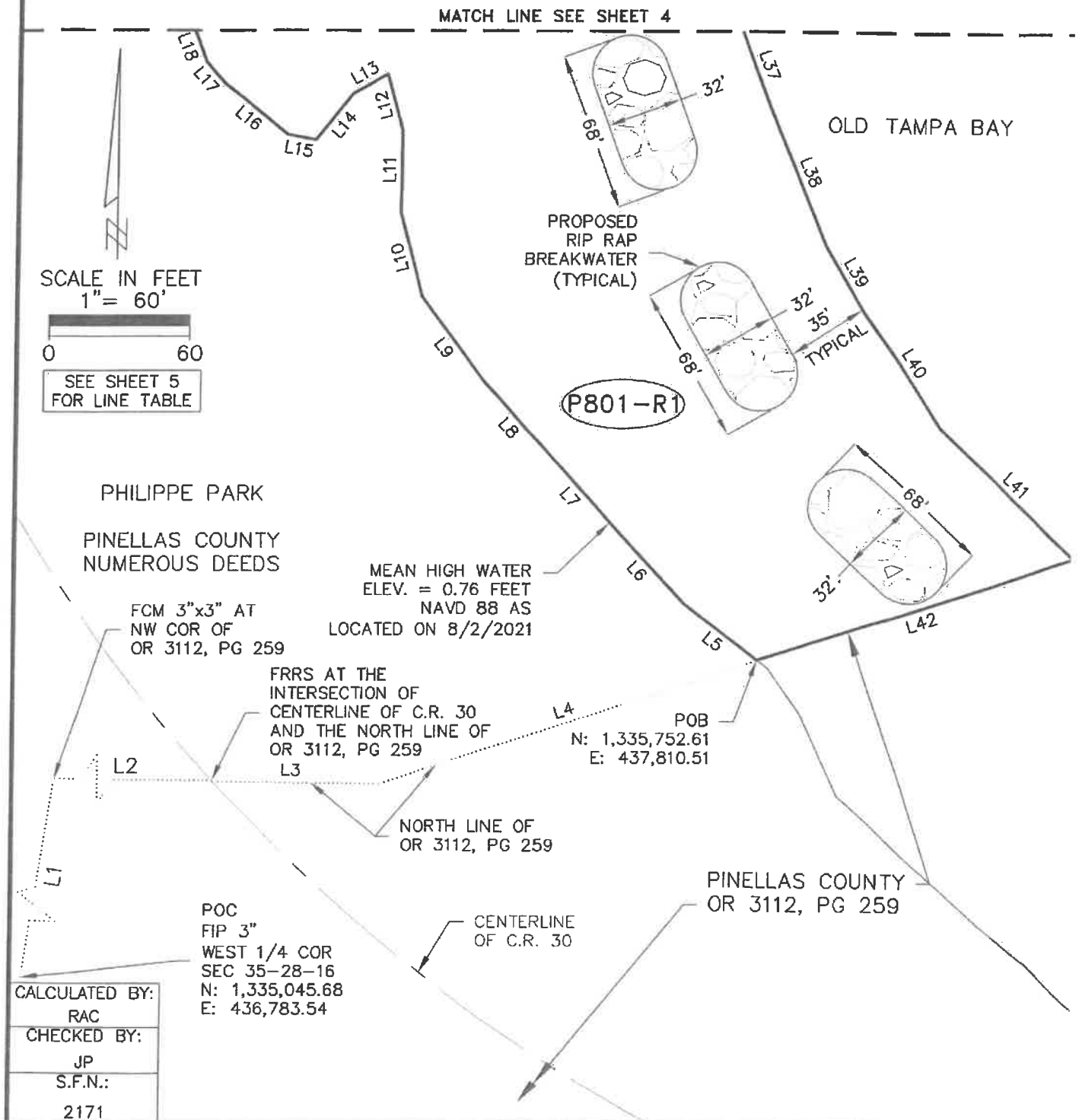


EXHIBIT _____

Attachment A
Page 9 of 10 Pages
Easement No. 42638
BOT File No. 520361244

Parcel No.: P801-R
SHEET 3 OF 5



SECTION 35, TOWNSHIP 28 SOUTH, RANGE 16 EAST

LINE TABLE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N08°39'00"E	668.94'
L2	S89°27'40"E	695.53'
L3	S89°27'40"E	70.73'
L4	N71°45'01"E	168.62'
L5	N52°57'56"W	39.68'
L6	N42°28'14"W	46.65'
L7	N41°32'42"W	38.39'
L8	N42°00'06"W	40.13'
L9	N37°07'00"W	46.88'
L10	N14°42'14"W	36.71'
L11	N00°12'44"E	35.37'
L12	N15°24'37"W	24.61'
L13	S60°32'52"W	17.24'
L14	S38°46'03"W	25.03'
L15	N79°21'48"W	12.15'
L16	N50°50'28"W	34.42'
L17	N41°32'50"W	12.31'
L18	N20°27'00"W	27.90'
L19	N08°01'36"E	35.12'
L20	N04°05'31"E	58.24'
L21	N10°10'00"E	38.24'
L22	N18°52'55"E	66.24'

LINE TABLE		
LINE #	BEARING	LENGTH
L23	N17°22'38"E	30.22'
L24	N22°05'55"E	47.85'
L25	N27°04'21"E	41.28'
L26	N34°02'40"E	74.48'
L27	N35°02'00"E	46.84'
L28	N33°52'29"E	50.57'
L29	N15°29'21"E	11.00'
L30	S14°56'06"E	210.67'
L31	S17°41'24"W	55.66'
L32	S16°55'30"W	42.16'
L33	S06°21'01"W	69.34'
L34	S15°13'49"E	7.20'
L35	S20°37'10"E	33.77'
L36	S20°34'08"E	68.74'
L37	S20°22'36"E	34.87'
L38	S22°16'13"E	62.83'
L39	S29°57'29"E	32.09'
L40	S33°04'01"E	58.36'
L41	S46°42'01"E	80.90'
L42	S71°45'01"W	141.20'

CALCULATED BY:
RAC
CHECKED BY:
JP
S.F.N.:
2171

EXHIBIT _____