

This Instrument Prepared By:  
Ramsey Jones  
Action No. 50563  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

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SOVEREIGNTY SUBMERGED LANDS EASEMENT

BOT FILE NO. 140370724

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 DeSoto 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 24,  
Township 38 South, Range 23 East, in Horse Creek,  
DeSoto County, Florida, containing 27,369 square feet, more  
or less, as is more particularly described and shown on  
Attachment A, dated February 6, 2025.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 6, 2025, 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 public bridge right-of-way and Grantee shall not engage in any activity related to this use except as described in the Southwest Florida Water Management District Environmental Resource General Permit No. 47048122.000, dated November 18, 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:

DeSoto County BOCC  
201 E Oak Street, Suite 201  
Arcadia, Florida 34266

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:

\_\_\_\_\_  
DEP Attorney Date

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

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

My Commission Expires:

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

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

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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

5/21/2025

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: \_\_\_\_\_

\_\_\_\_\_

DeSoto County, Florida (SEAL)

By its Board of County Commissioners

BY: \_\_\_\_\_

Original Signature of Executing Authority

J.C. Deriso

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 J.C. Deriso, as Chairman, of the DeSoto County Board of County Commissioners, for and on behalf of DeSoto County, Florida. He is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

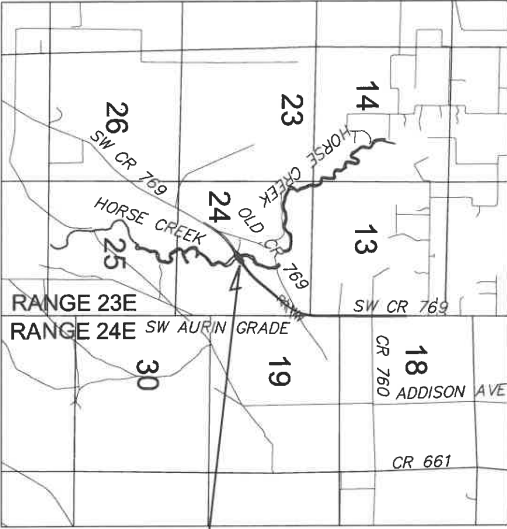
\_\_\_\_\_

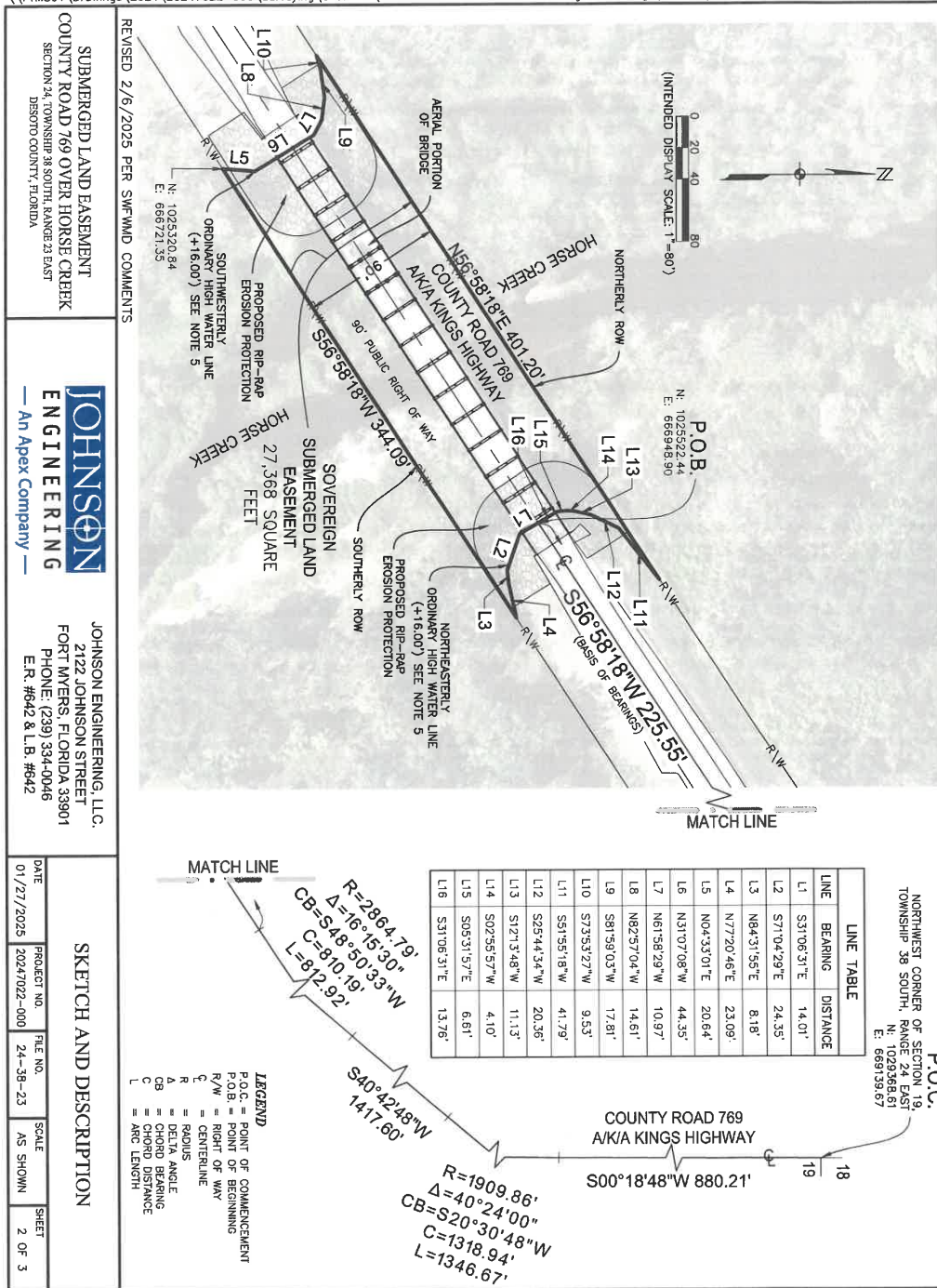
Commission/Serial No. \_\_\_\_\_

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

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

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

|  |              |          |             |          |       |       |            |              |          |          |        |
|--|--------------|----------|-------------|----------|-------|-------|------------|--------------|----------|----------|--------|
| <p>REvised 2/6/2025 PER SWFWMD COMMENTS</p>  |              |          |             |          |       |       |            |              |          |          |        |
| <p>TOWNSHIP 38S</p>  <p>VICINITY MAP</p> <p>0 2,500 5,000</p> <p>(INTENDED DISPLAY SCALE: 1"=5,000')</p>   |              |          |             |          |       |       |            |              |          |          |        |
| <p><b>PROJECT LOCATION</b></p> <p>THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:<br/>MATTHEW M. HOWARD (FOR THE FIRM L.B. #42)<br/>PROFESSIONAL SURVEYOR<br/>FLORIDA CERTIFICATE NO. 4912<br/>ON THE DATE ADJACENT TO THE SEAL.</p> <p>PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED<br/>SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE<br/>VERIFIED ON ANY ELECTRONIC COPIES.</p> <p>NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.</p>   |              |          |             |          |       |       |            |              |          |          |        |
| <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>1. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, WHENEVER THE CENTERLINE OF SURVEY OF COUNTY ROAD 769 BEARS SOUTH 56° 58' 18" WEST.</li><li>2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.</li><li>3. THE SPECIFIC PURPOSE OF THIS SKETCH IS TO DEFINE THE LIMITS OF A SUBMERGED LAND EASEMENT FOR NEW EROSION PROTECTION STRUCTURES FOR COUNTY ROAD 769 BRIDGE OVER HORSE CREEK. THIS IS NOT A BOUNDARY SURVEY.</li><li>4. PARCEL CONTAINS 27,369 SQUARE FEET (0.63 ACRES), MORE OR LESS.</li><li>5. THE ORDINARY HIGH WATER ELEVATION OF 16.00 FEET (NAVD 88) WAS DETERMINED FROM PHYSICAL EVIDENCE AT THE SITE AND CONSULTATION WITH THE ENGINEER OF RECORD.</li><li>6. DESCRIPTION ON SHEET 3 OF 3</li><li>7. THIS IS NOT A FIELD SURVEY.</li></ol> <p>THIS SKETCH IS CERTIFIED TO:</p> <p><b>BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA</b></p> <p>NO OTHER PERSON OR ENTITY MAY RELY ON THIS SKETCH.</p> <p><b>THIS IS NOT A FIELD SURVEY</b></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<br/><b>RICHARD G. DANIELS</b><br/>LS7229 STATE OF<br/>FLORIDA<br/>Date: 2025.02.06<br/>07:47:58 -05'00'</p> |              |          |             |          |       |       |            |              |          |          |        |
| <p><b>SKETCH AND DESCRIPTION</b></p> <table><tr><td>DATE</td><td>PROJECT NO.</td><td>FILE NO.</td><td>SCALE</td><td>SHEET</td></tr><tr><td>01/27/2025</td><td>20247022-000</td><td>24-38-23</td><td>AS SHOWN</td><td>1 OF 3</td></tr></table>  |              | DATE     | PROJECT NO. | FILE NO. | SCALE | SHEET | 01/27/2025 | 20247022-000 | 24-38-23 | AS SHOWN | 1 OF 3 |
| DATE   | PROJECT NO.  | FILE NO. | SCALE       | SHEET    |       |       |            |              |          |          |        |
| 01/27/2025   | 20247022-000 | 24-38-23 | AS SHOWN    | 1 OF 3   |       |       |            |              |          |          |        |
| <p>SUBMERGED LAND EASEMENT<br/>COUNTY ROAD 769 OVER HORSE CREEK<br/>SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST<br/>DESDOTO COUNTY, FLORIDA</p> <p><b>JOHNSON ENGINEERING</b><br/>— An Apex Company —</p> <p>JOHNSON ENGINEERING, LLC.<br/>2122 JOHNSON STREET<br/>FORT MYERS, FLORIDA 33901<br/>PHONE: (239) 334-0066<br/>E.R. #642 &amp; L.B. #642</p>  |              |          |             |          |       |       |            |              |          |          |        |



|  |                             |  |                   |                 |
|--|-----------------------------|--|-------------------|-----------------|
| <div>SOVEREIGN SUBMERGED LAND EASEMENT<br/>OVER HORSE CREEK LYING IN<br/>SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST<br/>DESOTO COUNTY, FLORIDA</div>   |                             |  |                   |                 |
| <div>DESCRIPTION</div>   |                             |  |                   |                 |
| <p>THAT PORTION OF THE SOVEREIGN SUBMERGED LANDS OF THE STATE OF FLORIDA LYING WITHIN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p>  |                             |  |                   |                 |
| <p>COMMENCING AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 38 SOUTH, RANGE 24 EAST; THENCE ALONG THE CENTERLINE OF COUNTY ROAD 769 FOR THE FOLLOWING FIVE (5) COURSES:</p>  |                             |  |                   |                 |
| <p>1. S.00°18'48"W, A DISTANCE OF 880.21 FEET;<br/>2. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,909.86 FEET, A CENTRAL ANGLE OF 40°24'00", A CHORD BEARING OF S.20°30'48"W, AND A CHORD DISTANCE OF 1,318.34 FEET FOR AN ARC DISTANCE OF 1,348.67 FEET;<br/>3. S.40°42'48"W, A DISTANCE OF 1,417.60 FEET;<br/>4. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 16°15'30", A CHORD BEARING OF S.48°50'33"W, AND A CHORD DISTANCE OF 810.19 FEET FOR AN ARC DISTANCE OF 812.92 FEET;<br/>5. S.56°58'18"W, A DISTANCE OF 225.55 FEET TO THE NORTHEASTERLY ORDINARY HIGH WATER LINE OF HORSE CREEK AND THE POINT OF BEGINNING.</p> |                             |  |                   |                 |
| <p>THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING FOUR (4) COURSES:</p>  |                             |  |                   |                 |
| <p>1. S.31°06'31"E, A DISTANCE OF 14.01 FEET;<br/>2. S.71°04'29"E, A DISTANCE OF 24.35 FEET;<br/>3. N.84°31'55"E, A DISTANCE OF 8.18 FEET;<br/>4. N.77°20'46"E, A DISTANCE OF 23.09 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 769.</p>  |                             |  |                   |                 |
| <p>THENCE S.56°58'18"W, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 344.09 FEET TO THE SOUTHWESTERLY ORDINARY HIGH WATER LINE OF SAID HORSE CREEK; THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING SIX (6) COURSES:</p>   |                             |  |                   |                 |
| <p>1. N.04°33'01"E, A DISTANCE OF 20.64 FEET;<br/>2. N.31°07'08"W, A DISTANCE OF 44.35 FEET;<br/>3. N.61°58'29"W, A DISTANCE OF 10.97 FEET;<br/>4. N.82°57'04"W, A DISTANCE OF 14.61 FEET;<br/>5. S.81°59'03"W, A DISTANCE OF 17.81 FEET;<br/>6. S.73°53'27"W, A DISTANCE OF 9.53 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID COUNTY ROAD 769;</p>  |                             |  |                   |                 |
| <p>THENCE N.56°58'18"E, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 401.20 FEET TO THE AFOREMENTIONED NORTHEASTERLY ORDINARY HIGH WATER LINE OF HORSE CREEK; THENCE ALONG SAID ORDINARY HIGH WATER LINE FOR THE FOLLOWING SIX (6) COURSES:</p>   |                             |  |                   |                 |
| <p>1. S.51°55'18"W, A DISTANCE OF 41.79 FEET;<br/>2. S.25°44'34"W, A DISTANCE OF 20.36 FEET;<br/>3. S.12°13'48"W, A DISTANCE OF 11.13 FEET;<br/>4. S.02°55'57"W, A DISTANCE OF 4.10 FEET;<br/>5. S.05°31'57"E, A DISTANCE OF 6.61 FEET;<br/>6. S.31°06'31"E, A DISTANCE OF 13.76 FEET TO THE POINT OF BEGINNING.</p>   |                             |  |                   |                 |
| <p>CONTAINING 27.369 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.</p>  |                             |  |                   |                 |
| <p>REVISED 2/6/2025 PER SWFWMD COMMENTS</p>  |                             |  |                   |                 |
| <div>SUBMERGED LAND EASEMENT<br/>COUNTY ROAD 769 OVER HORSE CREEK<br/>SECTION 24, TOWNSHIP 38 SOUTH, RANGE 23 EAST<br/>DESOTO COUNTY, FLORIDA</div>  |                             | <div>JOHNSON<br/>ENGINEERING<br/>— An Apex Company —</div> |                   |                 |
| <div>JOHNSON ENGINEERING, LLC.<br/>2122 JOHNSON STREET<br/>FORT MYERS, FLORIDA 33901<br/>PHONE: (239) 334-0066<br/>E.I.R. #642 &amp; L.B. #642</div>   |                             | <div>SKETCH AND DESCRIPTION</div>                          |                   |                 |
| DATE<br>01/27/2025   | PROJECT NO.<br>20247022-000 | FILE NO.<br>24-38-23                                       | SCALE<br>AS SHOWN | SHEET<br>3 OF 3 |