

This Instrument Prepared By:  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

*Return to:*  
**TOWN CLERK  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228**

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009065328 9 P03  
2009 JUN 01 11:28 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#1168662  
Doc Stamp-Deed: 0.70

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

SOVEREIGNTY SUBMERGED LANDS EASEMENT



NO. 40929  
BOT FILE NO. 580232943  
PA NO. 0255697-002

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 Town of Longboat Key, 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 Sections 17 and 18, Township 36 South, Range 17 East, in the Gulf of Mexico, Sarasota County, as is more particularly described and shown on Attachment A, dated September 20, 2007.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from February 18, 2009, 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 two permeable adjustable groins and Grantee shall not engage in any activity except as described in the State of Florida Department of Environmental Protection, Consolidated Joint Coastal Permit No. 0255697-002-JC, dated February 18, 2009, 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. INDEMNIFICATION/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. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. 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 Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Longboat Key  
600 General Harris Street  
Longboat Key, Florida 34228

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.

12. 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.

13. 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 Item 11 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.

14. 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.

15. 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.

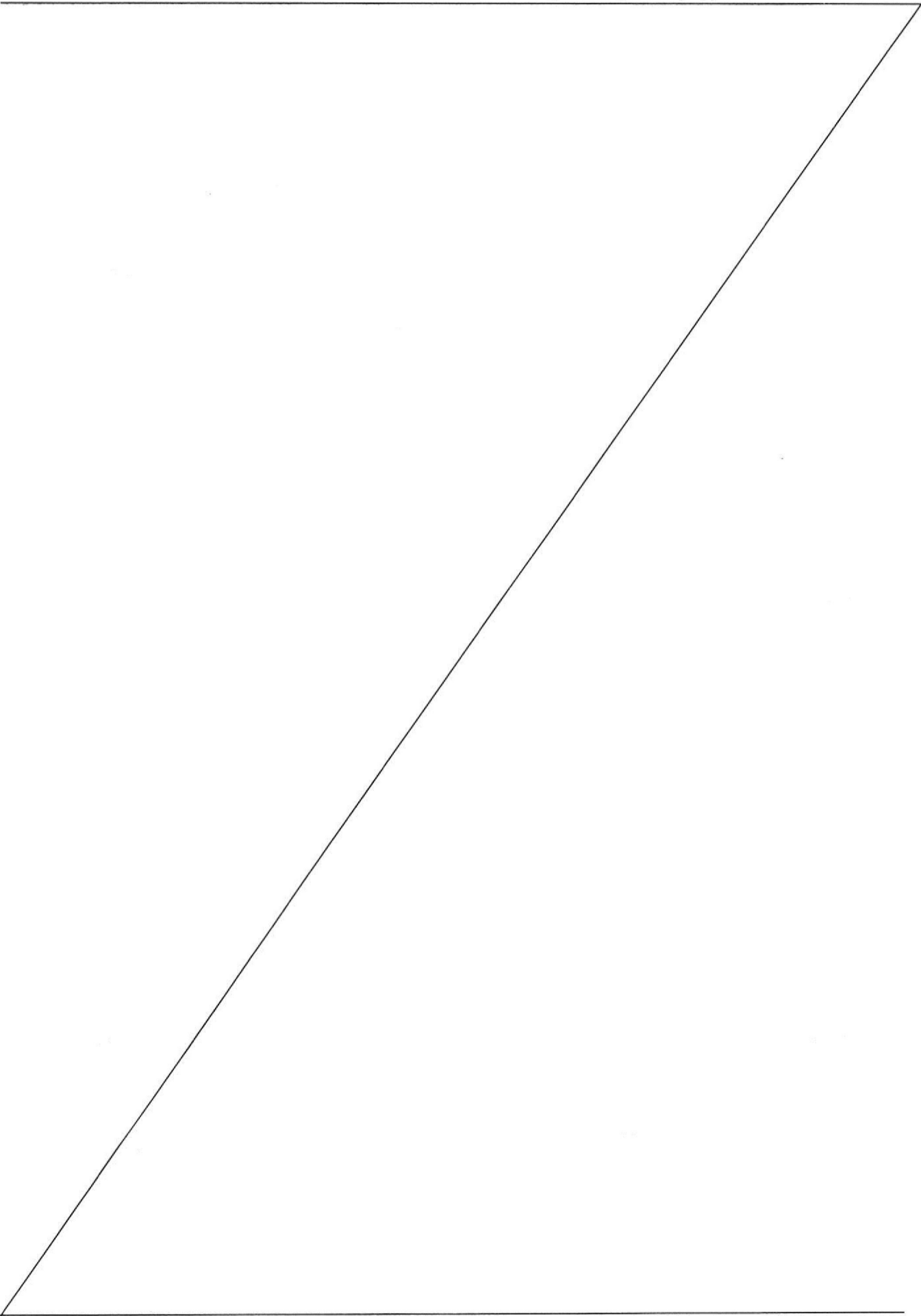
16. AMENDMENTS/ MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

17. 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.

18. 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.

19. 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(57), 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.

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



WITNESSES:

Mary K. Thurmond  
Original Signature

Mary K. Thurmond  
Print/Type Name of Witness

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:

Jeffery M. Gentry  
Jeffery M. Gentry, Operations and Management Consultant  
Manager, Bureau of Public Land Administration, Division  
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 this 10<sup>th</sup> day of May, 2009, by  
Jeffery M. Gentry, Operations and Management Consultant Manager, 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.

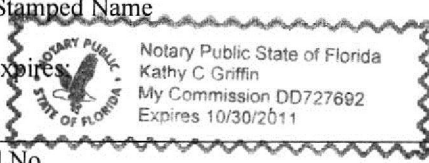
APPROVED AS TO FORM AND LEGALITY:

Jerry L. Pike  
DEP Attorney

Kathy C. Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No.

WITNESSES:

Eva Waldroup  
Original Signature

Eva Waldroup  
Typed/Printed Name of Witness

Trish Granger  
Original Signature

Trish Granger  
Typed/Printed Name of Witness

Town of Longboat Key, Florida

(SEAL)

BY:

Lee Rothenberg  
Original Signature of Executing Authority

Lee Rothenberg

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

"GRANTEE"

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 12 day of May, 2009, by  
Lee Rothenberg as Mayor, for and on behalf of Town of Longboat Key, Florida. He is personally known to me or who has  
produced \_\_\_\_\_, as identification.

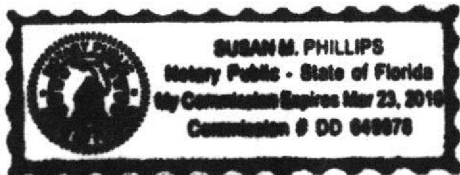
My Commission Expires:

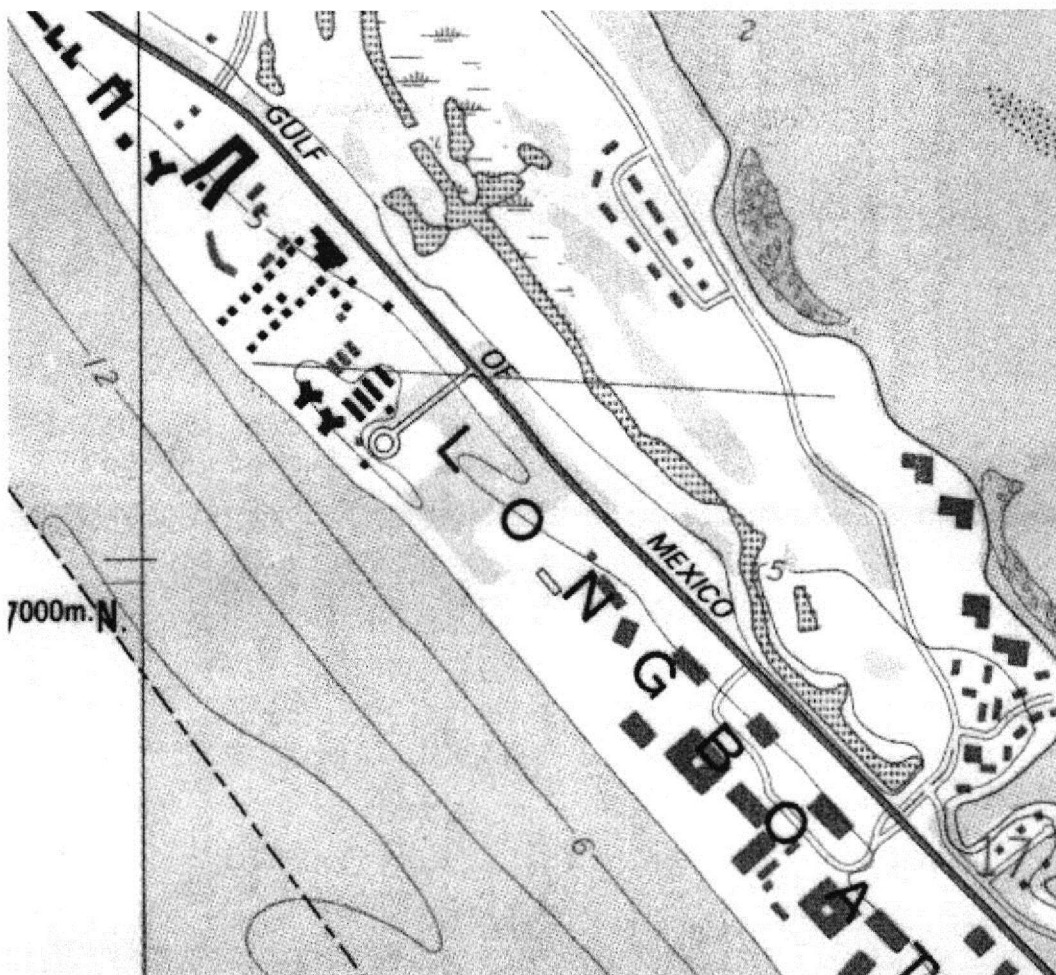
March 23, 2010

Commission/Serial No. 649978

Susan M. Phillips  
Notary Public, State of Florida

Susan M. Phillips  
Printed, Typed or Stamped Name

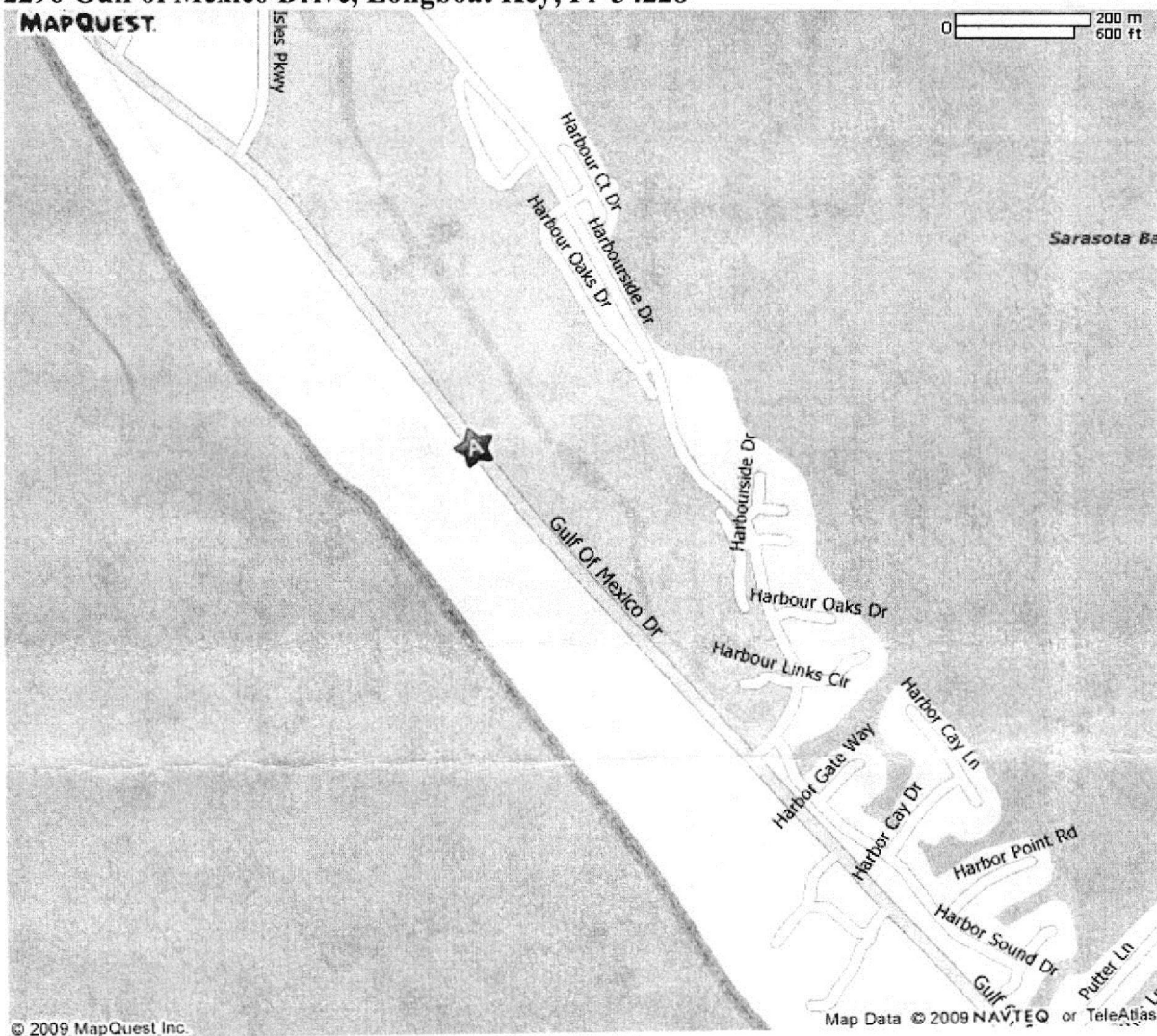




Section 17, Township 36 South, 17 East

Quad – Sarasota, 200-D, 1992

2296 Gulf of Mexico Drive, Longboat Key, FL 34228



**LEGAL DESCRIPTION :**

A PARCEL OF SUBMERGED LAND LYING APPROXIMATELY 0.01 MILES OFF-SHORE FROM SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FDEP MASSIVE MONUMENT 17-84-A07, HAVING FOR ITS COORDINATES N 1100353.81, E 455701.67 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983 THENCE NORTH 69 DEGREES 55 MINUTES 05 SECONDS WEST, (BEARINGS ARE BASED ON A BEARING OF SOUTH 40 DEGREES 01 MINUTES 37 SECONDS EAST BETWEEN MASSIVE MONUMENTS 17-84-A06 AND 17-84-A07 PER COORDINATE LISTING BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR SARASOTA COUNTY), A DISTANCE OF 1699.90 FEET TO THE POINT OF BEGINNING, HAVING FOR ITS COORDINATES N 1100937.50 E 454105.12; THENCE SOUTH 50 DEGREES 49 MINUTES 26 SECONDS WEST, A DISTANCE OF 243.83 FEET TO A POINT; THENCE NORTH 40 DEGREES 26 MINUTES 04 SECONDS WEST, A DISTANCE OF 23.17 FEET TO A POINT; THENCE NORTH 50 DEGREES 49 MINUTES 26 SECONDS EAST, A DISTANCE OF 245.76 FEET TO A POINT; SAID POINT IS FURTHER DESCRIBED AS BEING SOUTH 07 DEGREES 10 MINUTES AND 40 SECONDS WEST, A DISTANCE OF 1152.08 FEET FROM AFOREMENTIONED FDEP MONUMENT 17-84-A06 HAVING FOR ITS COORDINATES N 1102099.40 E 454235.54 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983, THENCE SOUTH 35 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 23.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5670.86 SQUARE FEET OR 0.13 ACRES  
MORE OR LESS.

LONGBOAT KEY, FLORIDA  
PERMEABLE ADJUSTABLE GROIN-NORTH EASEMENT

TITLE:

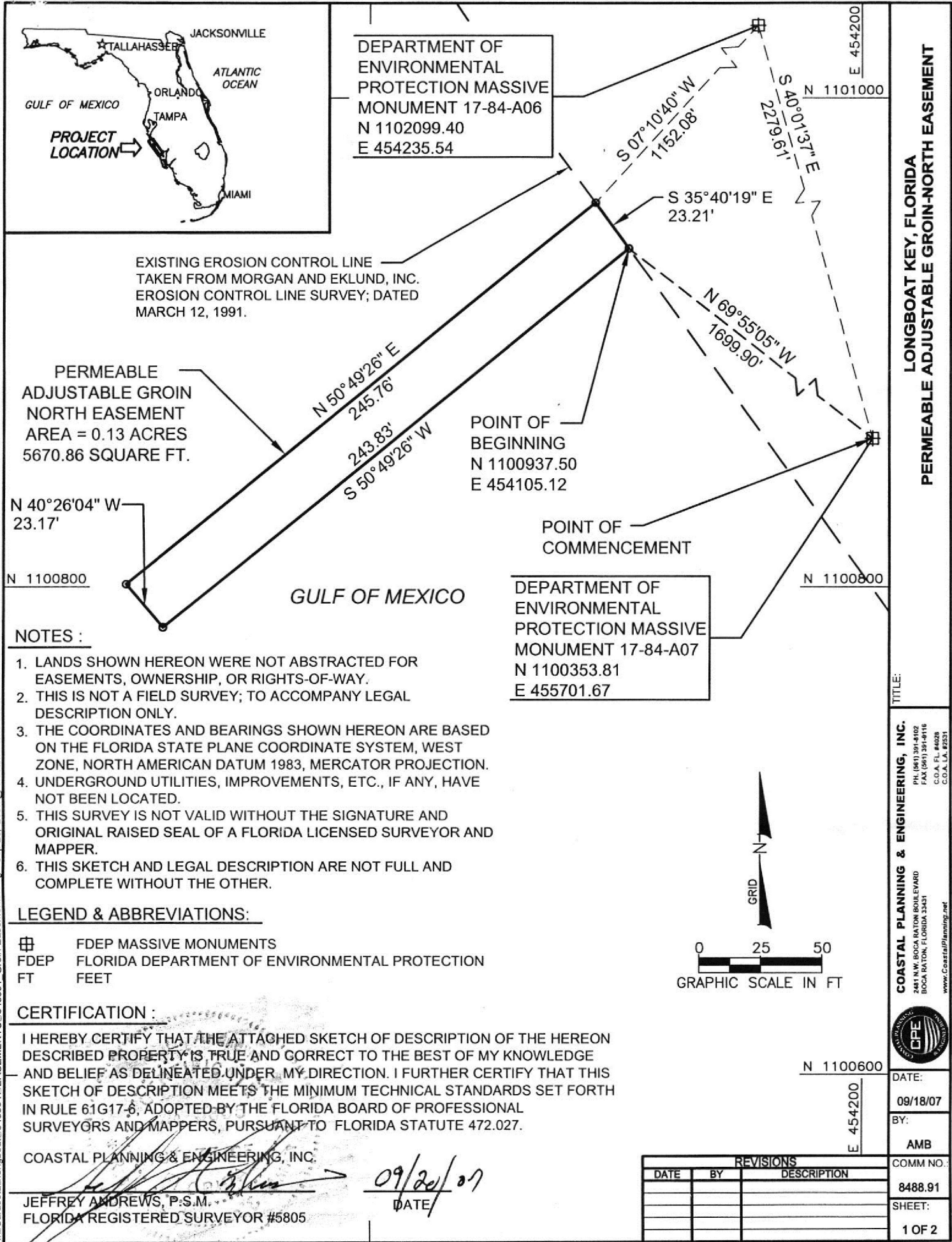
COASTAL PLANNING & ENGINEERING, INC.  
2481 N.W. BOCA RATON BOULEVARD  
BOCA RATON, FLORIDA 33431  
PH: (561) 391-8102  
FAX: (561) 391-8116  
C.O.A. FL #4028  
C.O.A. LA #2531  
www.CoastalPlanning.net



DATE:  
09/18/07  
BY:  
AMB

COMM NO.:  
8488.91  
SHEET:  
2 OF 2

REVISIONS		
DATE	BY	DESCRIPTION



NOTES :

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP, OR RIGHTS-OF-WAY.
2. THIS IS NOT A FIELD SURVEY; TO ACCOMPANY LEGAL DESCRIPTION ONLY.
3. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM 1983, MERCATOR PROJECTION.
4. UNDERGROUND UTILITIES, IMPROVEMENTS, ETC., IF ANY, HAVE NOT BEEN LOCATED.
5. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THIS SKETCH AND LEGAL DESCRIPTION ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

LEGEND & ABBREVIATIONS:

- ⊞ FDEP MASSIVE MONUMENTS  
FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FT FEET

CERTIFICATION :

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61G17-6, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

COASTAL PLANNING & ENGINEERING, INC.

JEFFREY ANDREWS, P.S.M.  
FLORIDA REGISTERED SURVEYOR #5805

09/20/07  
DATE

REVISIONS		
DATE	BY	DESCRIPTION

COASTAL PLANNING & ENGINEERING, INC.  
PH. (561) 391-8102  
FAX (561) 391-8116  
C.O.A. FL #4028  
C.O.A. LA #2531  
2441 N.W. BOCA RATON BOULEVARD  
BOCA RATON, FLORIDA 33431  
www.CoastalPlanning.net



DATE: 09/18/07  
BY: AMB  
COMM NO.: 8488.91  
SHEET: 1 OF 2

H:\Sarasota\longboat\848891\EASEMENTS\848891 Groin-Easements.dwg - Sep 20, 2007 @ 11:20am - abelden

**LEGAL DESCRIPTION :**


A PARCEL OF SUBMERGED LAND LYING APPROXIMATELY 0.01 MILES OFF-SHORE FROM SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT FDEP MASSIVE MONUMENT 17-84-A07, HAVING FOR ITS COORDINATES N 1100353.81, E 455701.67 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983 THENCE NORTH 76 DEGREES 09 MINUTES 53 SECONDS WEST, (BEARINGS ARE BASED ON A BEARING OF SOUTH 40 DEGREES 01 MINUTES 37 SECONDS EAST BETWEEN MASSIVE MONUMENTS 17-84-A06 AND 17-84-A07 PER COORDINATE LISTING BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR SARASOTA COUNTY), A DISTANCE OF 1445.05 FEET TO THE POINT OF BEGINNING, HAVING FOR ITS COORDINATES N 1100699.37 E 454298.55 THENCE SOUTH 46 DEGREES 30 MINUTES 09 SECONDS WEST, A DISTANCE OF 236.66 FEET TO A POINT; THENCE NORTH 43 DEGREES 29 MINUTES 51 SECONDS WEST, A DISTANCE OF 23.17 FEET TO A POINT; THENCE NORTH 46 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 235.00 FEET TO A POINT; SAID POINT IS FURTHER DESCRIBED AS BEING SOUTH 01 DEGREES 53 MINUTES AND 50 SECONDS EAST, A DISTANCE OF 1385.13 FEET FROM AFOREMENTIONED FDEP MONUMENT 17-84-A06 HAVING FOR ITS COORDINATES N 1102099.40 E 454235.54 IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983, THENCE SOUTH 47 DEGREES 35 MINUTES 24 SECONDS EAST, A DISTANCE OF 23.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 5463.31 SQUARE FEET OR 0.13 ACRES  
MORE OR LESS.

REVISIONS		
DATE	BY	DESCRIPTION

TITLE:  
**LONGBOAT KEY, FLORIDA  
PERMEABLE ADJUSTABLE GROIN-SOUTH EASEMENT**

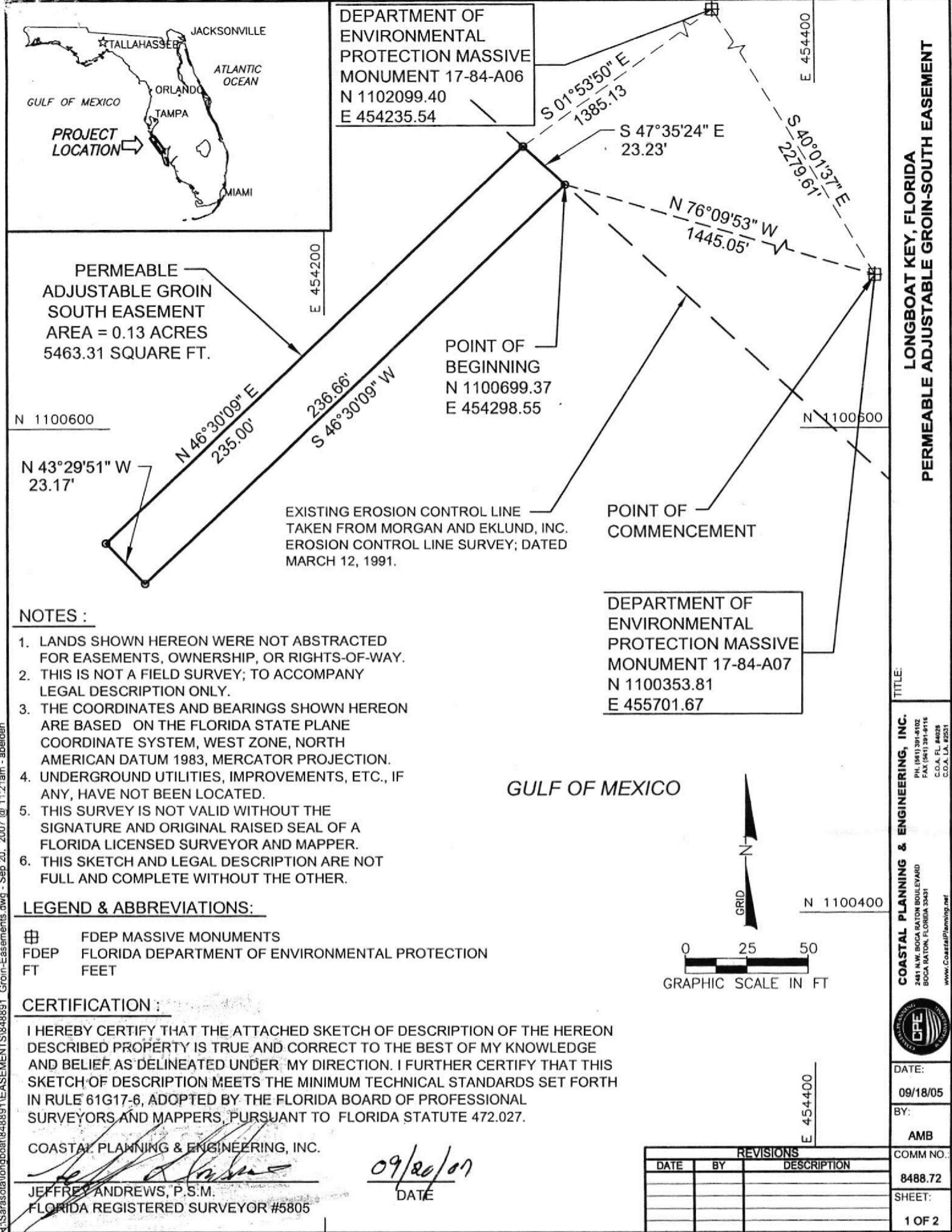
**COASTAL PLANNING & ENGINEERING, INC.**  
2401 N.W. BOCA RATON BOULEVARD  
BOCA RATON, FLORIDA 33431  
www.CoastalPlanning.net  
PH (561) 394-4102  
FAX (561) 394-4116  
C.O.A. #A-40929  
C.O.A. #A-42331

DATE:  
09/18/07

BY:  
AMB

COMM NO.:  
8488.72

SHEET:  
2 OF 2



ETAS 017



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

May 19, 2009

Town of Longboat Key, Florida  
Attn: Ms. Donna Spencer  
600 General Harris Street  
Longboat Key, FL 34228

Easement No. 40929  
BOT File No. 580232943  
Grantee: Town of Longboat Key, Florida

Dear Ms. Spencer:

Enclosed is a fully executed easement for **your** records.

The easement agreement requires the Grantee to have the fully executed easement (all pages) recorded within 14 days after receipt of this letter. The easement is to be recorded in the official records of the county within which the easement site is located. Please provide within 10 days following recordation, a copy of the recorded easement to this office at the letterhead address (to Mail Station No. 125).

If you have any questions, please feel free to contact me at (850) 245-2720. Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at (850) 245-2720.

Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at 850/245-2720.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin  
Government Operations Consultant I  
Bureau of Public Land Administration  
Division of State Lands

/kcg

Enclosures

cc: File

DEP, SW District Office

RECEIVED

MAY 21 2009

PUBLIC WORKS DEPT.

# MEMORANDUM

Date: May 21, 2009

**TO:** Trish Granger, Town Clerk  
**FROM:** Juan Florensa, Public Works Director *J.*  
**SUBJECT:** Islander Club Condominium Permeable Adjustable Groins  
Sovereignty Submerged Lands Easement No. 40929,  
BOT File No. 580232943

---

Please find attached for recording with the Sarasota County Clerk of Records one copy of the fully executed Sovereignty Submerged Lands Easement No. 40929, BOT File No. 580232943 for the permeable adjustable groins to be located in the vicinity of the Islander Club Condominium. This document must be recorded within 14 days after receipt by this office per FDEP instructions (see copy attached letter). **Please make sure that Public Works receives two certified copies of the recorded document.** The Public Works Office will retain one copy for its file and send one copy to FDEP as instructed.

If you have any questions, please feel free to contact my office. Thank you for your assistance in recording the easement.

Attachment

*Sent Original  
to Sarasota  
County 5/28/09  
Jm*