

This Instrument Prepared By:  
Lisa-Marie Raulerson  
Action No. 49605  
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

EASEMENT NO. 43024  
BOT FILE NO. 050367712  
PA NO. 171984-3

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 Brevard 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 35, Township 21 South, Range 35 East, in Indian River Lagoon, Brevard County, Florida, containing 261,346 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 12, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from July 22, 2024, 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 the installation and maintenance of wave attenuation devices for shoreline protection and Grantee shall not engage in any activity related to this use except as described in the St. Johns River Water Management District Environmental Resource Permit No. 171984-3, dated June 13, 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:

Brevard County, Florida  
Board of County Commissioners  
Brevard County Natural Resources  
2725 Judge Fran Jamieson Way, Suite A 21  
Melbourne, Florida 32940

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. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this easement, the Grantee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the upland property that is riparian to any nearshore areas of preemption of sovereign submerged lands allowed by this easement, together with the necessary riparian rights appurtenant thereto. If such interest is terminated or the Grantor determines that such interest did not exist on the effective date of this easement, this easement may be terminated at the option of the Grantor. If the Grantor terminates this easement, the Grantee agrees not to assert a claim or defense against the Grantor arising out of this easement.

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

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

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

(SEAL)

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

Brad Richardson, Chief, Bureau of Public Land  
Administration, Division of State Lands, State of Florida  
Department of Environmental Protection, as agent for  
and on behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida  
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 3/30/2025  
DEP Attorney Date

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

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

My Commission Expires:

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



ATTEST:

BREVARD COUNTY, FLORIDA

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Rachel Sadoff, Clerk of the Court

By: \_\_\_\_\_

Rob Feltner, Chairman

Date: \_\_\_\_\_

As approved by the Board on July 25, 2023

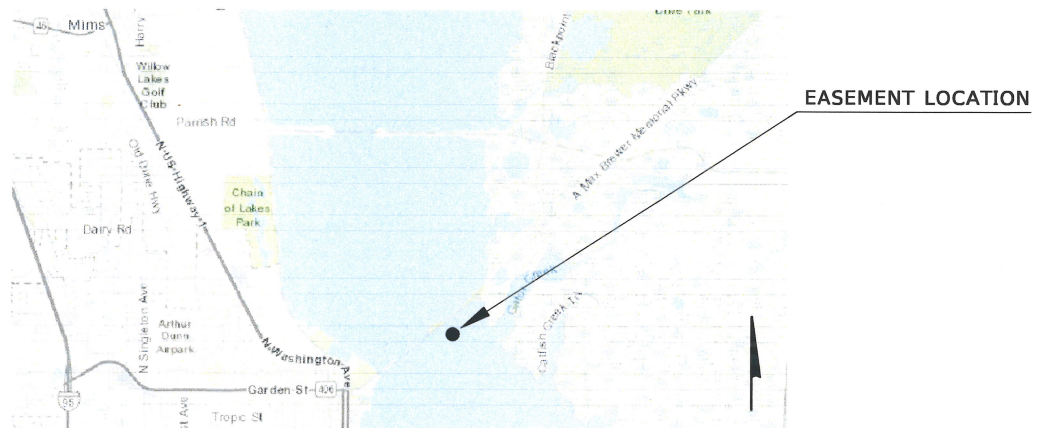
Reviewed for legal form and content  
for Brevard County:

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Assistant County Attorney

# SKETCH OF DESCRIPTION FOR A SOVEREIGN SUBMERGED LAND EASEMENT

A PORTION OF THE SOVEREIGN LANDS OF THE STATE OF FLORIDA  
LYING IN THE INDIAN RIVER LAGOON  
SECTION 35, TOWNSHIP 21 SOUTH, RANGE 35 EAST  
BREVARD COUNTY, FLORIDA



VICINITY MAP  
Not to Scale

## LEGEND

- OR - Official Records Book
- PG - Page
- NAVD88 - North American Vertical Datum 1988
- Sta. - Station
- CL - Centerline
- NO. - Number
- Sec - Section
- P.C. - Point of Curvature
- P.T. - Point of Tangency
- FDOT - FL. Dept of Transportation

## Surveyor's Notes

1. This is a field survey.
2. This is not a Boundary Survey.
3. The coordinates, bearings and dimensions shown hereon are based on Florida State Plane Coordinates, NAD 83 (2011) Florida East Zone. U.S. Survey Feet.
4. Bearings are based on the Centerline of State Road 406 as shown on FDOT Right-of-Way Map Section No. 241200.
5. The Purpose of this Survey is to describe and depict the location of this Proposed Sovereign Submerged Land Lease.

COVER SHEET

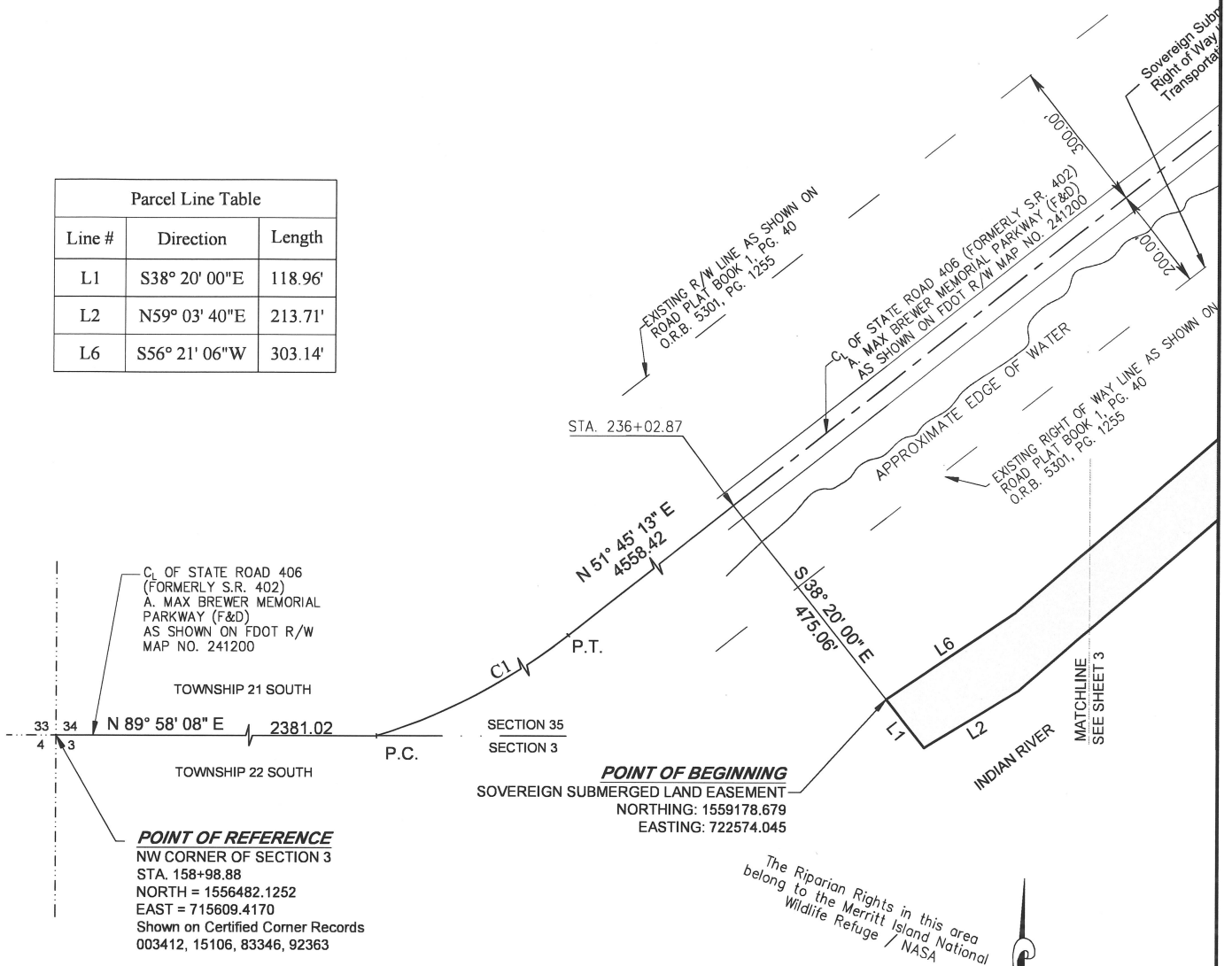
			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida			
			INDIAN RIVER		BREVARD COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648 904-641-0123	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	LMR	09-12-24	19-0501.003_Titusville_Causeway_Multi_Trophic_Shorel
REVISION	BY	DATE	CHECKED	RLT	09-12-24	SHEET 1 OF 4

Attachment A

Page 6 of 9 Pages

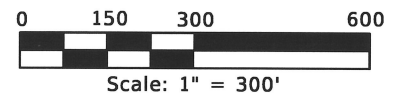
Sovereignty Submerged Lands Easement No. 43024

Parcel Line Table		
Line #	Direction	Length
L1	S38° 20' 00"E	118.96'
L2	N59° 03' 40"E	213.71'
L6	S56° 21' 06"W	303.14'



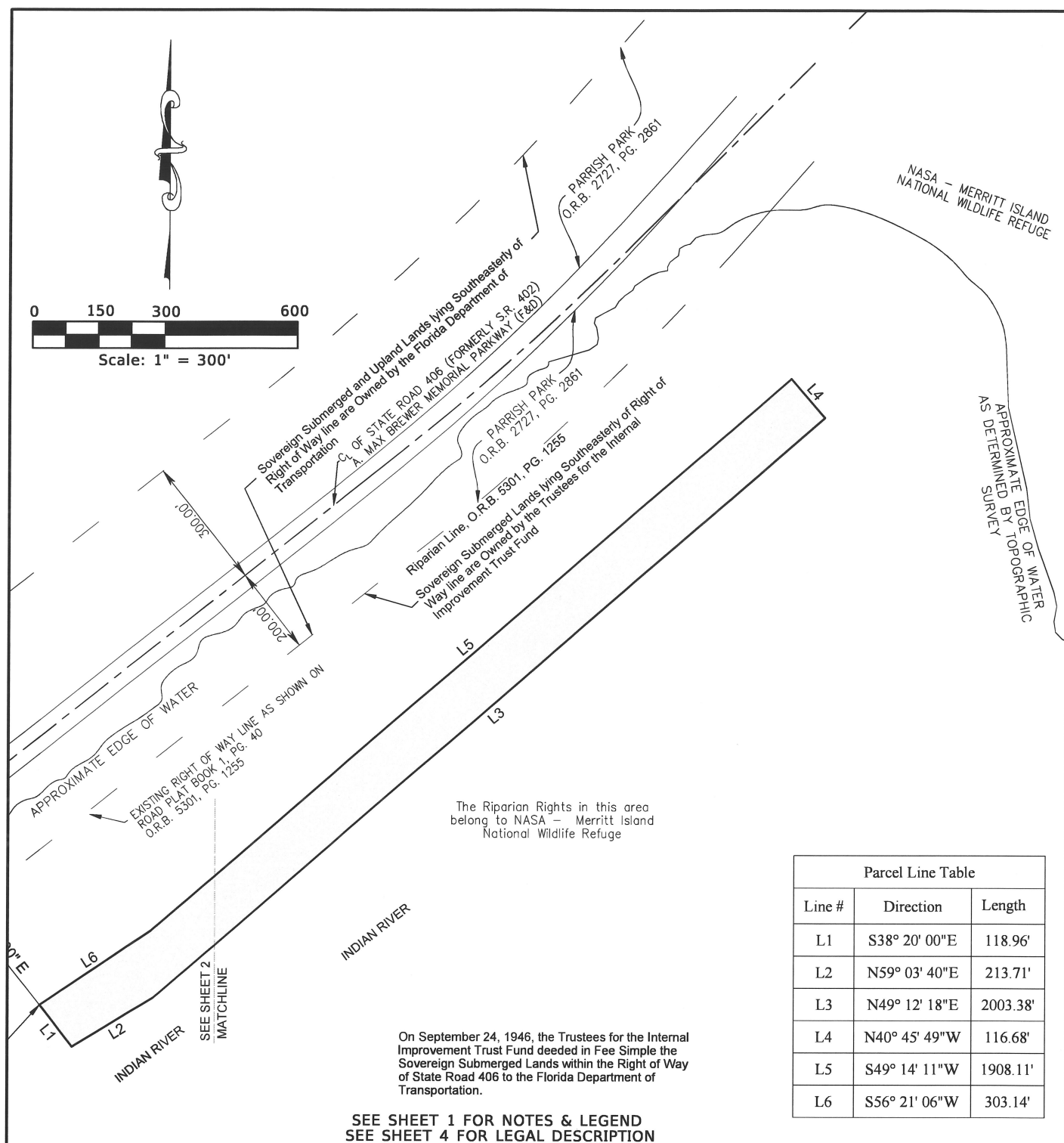
NOTE: THE STATIONING SHOWN HEREON IS REFERENCED TO SAID CENTERLINE OF STATE ROAD 406 RIGHT-OF-WAY MAPS.  
THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 35 EAST

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	764.55	1146.28'	N70° 51' 40"E	750.46'



SEE SHEET 1 FOR NOTES & LEGEND  
SEE SHEET 4 FOR LEGAL DESCRIPTION

			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida			
			INDIAN RIVER		BREVARD COUNTY	
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648 904-641-0123	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	LMR	09-12-24	19-0501.003_Titusville_Causeway_Multi_Trophic_Shorel
REVISION			CHECKED	RLT	09-12-24	
			BY	DATE	SHEET 2 OF 4	



			<p align="center"><b>Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida</b></p>				
			<p align="center"><b>INDIAN RIVER</b> <span style="float: right;"><b>BREVARD COUNTY</b></span></p>				
				BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648 904-641-0123	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	LMR	09-12-24	19-0501.003_Titusville_Causeway_Multi_	
REVISION	BY	DATE	CHECKED	RLT	09-12-24	Trophic_Shorel <span style="float: right;"><b>SHEET 3 OF 4</b></span>	

Description:

Being A Portion Of The Sovereign Lands Of The State Of Florida, Lying In The Indian River Lagoon, Section 35, Township 21 South, Range 35 East, Brevard County, Florida, And Being More Particularly Described As Follows:

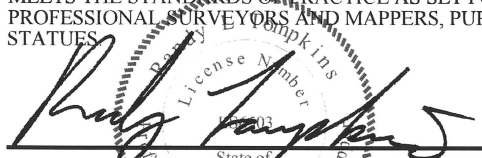
Commence At The Southwest Corner Of Section 35, Township 21 South, Range 35 East; Thence The Following Three (3) Courses Along The Centerline Of State Road 406 (Formerly State Road 402), A. Max Brewer Memorial Parkway, As Shown In The Florida Department Of Transportation Right-Of-Way Map Section No. 241200; (1) Thence North 89°58'08" East, 2381.02 Feet To A Point Of Curvature Of A Curve Concave Northwesterly, Having A Radius Of 1146.28 Feet; (2) Thence Northeasterly Along The Arc Of Said Curve An Arc Length Of 764.55 Feet, Said Curve Being Subtended By A Chord Bearing And Distance Of North 70°51'40" East, 750.46 Feet To A Point Of Tangency; (3) Thence North 51°45'13" East, 4558.42 Feet; Thence South 38°20'00" East, Leaving Said Centerline Of State Road 406, 475.06 Feet To The **Point Of Beginning**.

From The **Point Of Beginning** Thus Described; Thence The Following Six (6) Courses: (1) Thence South 38°20'00" East, 118.96 Feet; (2) Thence North 59°03'40" East, 213.71 Feet; (3) Thence North 49°12'18" East, 2003.38 Feet; (4) Thence North 40°45'49" West, 116.68 Feet; (5) Thence South 49°14'11" West, 1908.11 Feet; (6) Thence South 56°21'06" West, 303.14 To The **Point Of Beginning**.

Containing 261,345.526 Sq. Ft. Or 6.0 Acres, More Or Less.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION, CONSISTING OF SHEETS 1 THROUGH 4, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS TRUE AND ACCURATE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES



Digitally Signed By  
Randy L. Tompkins  
Date: 2024.09.12 10:33:43 - 04'00'

RANDY L. TOMPKINS  
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6503  
THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			Certified to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida			
			INDIAN RIVER			BREVARD COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648 904-641-0123	DATA SOURCE: SEE GENERAL NOTES
			DRAWN	LMR	09-12-24	19-0501.003_Titusville_Causeway_Multi_Trophic_Shorel
REVISION	BY	DATE	CHECKED	RLT	09-12-24	SHEET 4 OF 4