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HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 4.00
RECORDING \$ 29.00

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
OF THE STATE OF FLORIDA
SOVEREIGN SUBMERGED LANDS EASEMENT

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DUVAL COUNTY
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NO. 30187
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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 Harbour Waterway Association, Inc., a Florida non-profit corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 32,
Township 01 South, Range 26 East, in Mill Cove, St. Johns River
Duval County, as is more particularly described
and shown on Attachment A, dated July 28, 1999.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from September 20, 1999, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

- EASEMENT CONSIDERATION:** The Grantee hereby agrees to pay to the Grantor, prior to commencement of activities authorized herein and within 30 days of the date of receipt of the invoice, the sum of \$2,500.
- USE OF PROPERTY:** The above described parcel of land shall be used solely for the construction of two 1300 foot long breakwater/siltation barrier structures within an existing, maintenance dredged residential access channel and Grantee shall not engage in any activity except as described in the Department of Environmental Protection, Environmental Resource Permit No. 16-151419-001-ES, dated September 20, 1999, incorporated herein and made a part of this easement by reference.
- 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.
- 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.
- 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.
- 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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