MARTIN COUNT, PLONICA

Inst. # 2891244
Bk: 3227 Pg: 1284 Pages: 1 of 12
Recorded on:5/25/2021 4:02 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$103.50

SPACE ABOVE THIS LINE FOR RECORDING DATA

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# BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21 - 4.3

WHEREAS, Martin County needs an Easement from the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, (known as "STATE"), for the construction of a living shoreline; and

WHEREAS, by documents entitled "Sovereignty Submerged Lands Easement Number 42413" executed on Martin County a perpetual Easement, attached as Exhibit "A"; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby accepts and approves "Sovereignty Submerged Lands Easement Number 42413" conveyed by **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**.

DULY PASSED AND ADOPTED THIS 13 DAY OF April , 2021.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY

ac le le

**ATTORNEY** 

Exhibit"A"

This Instrument Prepared By:

<u>Sue Jones</u>

Action No. <u>43001</u>

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. <u>42413</u> BOT FILE NO. <u>430356796</u> PA NO. <u>43-204481-003-EI</u>

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 Martin County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section <u>06</u>,

Township <u>38 South</u>, Range <u>42 East</u>, and Section <u>01</u>,

Township <u>38 South</u>, Range <u>41 East</u> in <u>Intracoastal Waterway</u>,

<u>Martin County</u>, Florida, containing <u>8,959</u> square feet, more or less,
as is more particularly described and shown on Attachment A, dated <u>March 19, 2020</u>.

TO HAVE THE USE OF the hereinabove described premises for a period of <u>50</u> years from <u>November 19, 2020</u>, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

- 1. <u>USE OF PROPERTY</u>: The above described parcel of land shall be used solely for <u>artificial reef structures</u>, <u>shore stabilization and mangrove restoration</u> and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. <u>43-204481-003-EI</u>, dated <u>April 17, 2020</u>, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
- 2. <u>EASEMENT CONSIDERATION</u>: 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. <u>WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND</u>: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
- 4. <u>RIGHTS GRANTED</u>: 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. <u>DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS</u>: 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. <u>RIGHT TO INSPECT</u>: 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. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS</u>: 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. <u>ASSIGNMENT OF EASEMENT</u>: 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. <u>TERMINATION</u>: 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:

Martin County (Board of County Commissioners) 2401 SE Monterey Road Stuart, Florida 34996

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. <u>TAXES AND ASSESSMENTS</u>: 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.

Page 2 of 11 Pages Easement No. 42413 BOT File No. 430356796

- 12. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: 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. <u>ENFORCEMENT OF PROVISIONS</u>: 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. <u>AMENDMENT/MODIFICATIONS</u>: 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. <u>USACE AUTHORIZATION</u>: 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. <u>ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS</u>: 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. <u>UPLAND RIPARIAN PROPERTY INTEREST</u>: 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. <u>ACCRETION INTEREST</u>: 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]

Page 3 of 11 Pages Easement No. 42413 BOT File No. 430356796 IN WITNESS WHEREOF, the Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES: BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL) 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 2002), 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: Notary Public, State of Florida 12/11/2020 DEP Attorney Date

Printed, Typed or Tumped

My Commission

Commission/Serial No.

KATHY C. GRIFFIN OMMISSION # GG 92

RES: November 27, 283 Thru Notary Public Underwat

Page 4 of 11 Pages Easement No. 42413 BOT File No. 430356796 ATTEST:

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STACEY DETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Sale W Wa

Page 5 of 11 Pages Easement No. 42413 BOT File No. 430356796

# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME: 19-084.DWG M.C. PROJ. NO. 19-084

SHEET NO. 1 OF 6

### EXHIBIT \_

### SURVEYOR'S NOTES

- 1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE MEAN HIGH WATER ELEVATION OF -0.59 FEET NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988, AS MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 1011, WHICH WAS OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROJECT WEB SITE, <a href="http://www.labins.com">http://www.labins.com</a>, SURROUNDING MC-2.
- 2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
  - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1-6, SHEET 5-6 BEING A SKETCH.
  - B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
- 3. BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE N.A.D. 83, ADJUSTMENT OF 2011, FLORIDA EAST ZONE.
- 4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PUBLIC SUBMERGED LAND EASEMENT.
- 5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
- 7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
- 8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 9. LEGEND: EL=ELEVATION, LB=LICENSED BUSINESS, N.A.D.=NORTH AMERICAN DATUM, N.A.V.D.=NORTH AMERICAN VERTICAL DATUM, N.G.V.D.=NATIONAL GEODETIC VERTICAL DATUM, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, PRM=PERMANENTAREFERENCE MARKER.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 2 - 6.

SKETCH AND DESCRIPTION

MC-2 PUBLIC SUBMERGED LAND EASEMENT

MARTIN COUNTY, FLORIDA

THOMAS M. WALSER VER. S.M.

MARTIN COUNTY SIRVEYOR

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: MAR 1 0 2021

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : N/A

DATE : 3/10/2021

DRAWING # 19-084

### MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME: 19-084.DWG M.C. PROJ. NO. 19-084

SHEET NO. 2 OF 6

### EXHIBIT \_

### **DESCRIPTION**

A 15 FOOT WIDE PUBLIC SOVEREIGN SUBMERGED LAND EASEMENT, SURROUNDING A PORTION OF MC-2 ISLAND, ADJACENT TO GOVERNMENT LOT 5, SECTION 1 AND SECTION 12, TOWNSHIP 38 SOUTH, RANGE 41 EAST, IN THE INDIAN RIVER, MARTIN COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A 4 INCH BY 4 INCH CONCRETE MONUMENT AND DISK, STAMPED "PRM LB 1217", LOCATED AT NORTHING 1039210.90, EASTING 920137.76 ON MC-2; THENCE SOUTH 14'42'23" WEST, A DISTANCE OF 148.11 FEET, TO A POINT ALONG THE MEAN HIGH WATER LINE OF THE INDIAN RIVER, MARTIN COUNTY FLORIDA, SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING; THENCE MEANDERING, ALONG SAID MEAN HIGH WATER LINE, SOUTH 54°27'07" EAST, A DISTANCE OF 11.46 FEET; THENCE SOUTH 35°38'35" EAST, ALONG SAID LINE, A DISTANCE OF 16.79 FEET; THENCE SOUTH 75°30'25" EAST, ALONG SAID LINE, A DISTANCE OF 59.66 FEET: THENCE NORTH 62°30'53" EAST, ALONG SAID LINE, A DISTANCE OF 14.01 FEET: THENCE NORTH 59°49'26" EAST, ALONG SAID LINE, A DISTANCE OF 97.86 FEET: THENCE NORTH 27°21'41" EAST, ALONG SAID LINE, A DISTANCE OF 44.61 FEET; THENCE NORTH 02°23'50" WEST, ALONG SAID LINE, A DISTANCE OF 11.41 FEET: THENCE NORTH 00°26'25" EAST, ALONG SAID LINE, A DISTANCE OF 17.35 FEET; THENCE NORTH 22°23'33" WEST, ALONG SAID LINE, A DISTANCE OF 13.88 FEET: THENCE NORTH 12°21'33" WEST, ALONG SAID LINE, A DISTANCE OF 13.88 FFFT: THENCE NORTH 02°16'47" WEST, ALONG SAID LINE, A DISTANCE OF 21.72 FEET: THENCE NORTH 08°21'54" EAST, ALONG SAID LINE, A DISTANCE OF 20.28 FEET: THENCE NORTH 09°50'03" EAST, ALONG SAID LINE, A DISTANCE OF 14.47 FFFT: THENCE NORTH 04°45'09" WEST, ALONG SAID LINE, A DISTANCE OF 29.00 FEET: THENCE NORTH 57°12'27" WEST, ALONG SAID LINE, A DISTANCE OF 38.50 FEET: THENCE NORTH 39°34'16" WEST, ALONG SAID LINE, A DISTANCE OF 14.94 FEET: THENCE NORTH 34°59'47" WEST, ALONG SAID LINE, A DISTANCE OF 57.16 FEET: THENCE NORTH 08°48'04" WEST, ALONG SAID LINE, A DISTANCE OF 19.09 FEET: THENCE NORTH 08°37'31" EAST, ALONG SAID LINE, A DISTANCE OF 18.22 FEET; THENCE NORTH 14°38'41" EAST, ALONG SAID LINE, A DISTANCE OF 20.98 FFFT: THENCE NORTH 23°36'29" EAST, ALONG SAID LINE, A DISTANCE OF 27.48 FEET: THENCE DEPARTING SAID MEAN HIGH WATER LINE OF THE INDIAN RIVER SOUTH 66°23'31" EAST, A DISTANCE OF 15.00 FEET, TO A LINE THAT IS 15 FEET EASTERLY OF AND PARALLEL WITH SAID MEAN HIGH WATER LINE:

(CONTINUED ON SHEET 3)

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3 - 6.

SKETCH AND DESCRIPTION

MC-2 PUBLIC SUBMERGED LAND EASEMENT

MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW
DRAWN BY: JMM | SCALE: N/A
DATE: 3/10/2021
DRAWING # 19-084

# MARTIN COUNTY, STUART, FLORIDA 2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME: 19-084.DWG M.C. PROJ. NO. 19-084

SHEET NO. 3 OF

### EXHIBIT

(CONTINUED FROM SHEET 2)

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THENCE SOUTH 23°36'29" WEST, ALONG SAID LINE, A DISTANCE OF 26.31 FEET;
THENCE SOUTH 14°38'41" WEST, ALONG SAID LINE, A DISTANCE OF 19.01 FEET;
THENCE SOUTH 08°37'31" WEST, ALONG SAID LINE, A DISTANCE OF 15.13 FEET;
THENCE SOUTH 08°48'04" EAST, ALONG SAID LINE, A DISTANCE OF 13.31 FEET;
THENCE SOUTH 34°59'47" EAST, ALONG SAID LINE, A DISTANCE OF 53.07 FEET:
THENCE SOUTH 39°34'16" EAST, ALONG SAID LINE, A DISTANCE OF 12.01 FEET;
THENCE SOUTH 57°12'27" EAST, ALONG SAID LINE, A DISTANCE OF 43.56 FEET:
THENCE SOUTH 04°45'09" EAST, ALONG SAID LINE, A DISTANCE OF 38.31 FEET:
THENCE SOUTH 09°50'03" WEST, ALONG SAID LINE, A DISTANCE OF 16.20 FEET;
THENCE SOUTH 08°21'53" WEST, ALONG SAID LINE, A DISTANCE OF 18.69 FEET;
THENCE SOUTH 02°16'46" EAST, ALONG SAID LINE, A DISTANCE OF 19.00 FEET:
THENCE SOUTH 12°21'33" EAST, ALONG SAID LINE, A DISTANCE OF 11.24 FEET:
THENCE SOUTH 22°23'33" EAST, ALONG SAID LINE, A DISTANCE OF 15.60 FEET;
THENCE SOUTH 00°26'25" WEST, ALONG SAID LINE, A DISTANCE OF 20.00 FEET:
THENCE SOUTH 02°23'50" EAST, ALONG SAID LINE, A DISTANCE OF 15.03 FEET;
THENCE SOUTH 27°21'41" WEST, ALONG SAID LINE, A DISTANCE OF 52.96 FEET;
THENCE SOUTH 59°49'26" WEST, ALONG SAID LINE, A DISTANCE OF 102.58 FEET;
THENCE SOUTH 62°30'53" WEST, ALONG SAID LINE, A DISTANCE OF 20.11 FEET:
THENCE NORTH 75°30'25" WEST, ALONG SAID LINE, A DISTANCE OF 70.85 FEET;
THENCE NORTH 35°39'18" WEST, ALONG SAID LINE, A DISTANCE OF 19.76 FEET:
THENCE NORTH 54°27'07" WEST, ALONG SAID LINE, A DISTANCE OF 8.97 FEET:
THENCE NORTH 35°32'53" EAST, DEPARTING SAID LINE, A DISTANCE OF 15.00 FEET,
TO SAID MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.
```

SAID EASEMENT, CONTAINS 8,959 SQUARE FEET (0.21 ACRES) MORE OR LESS.

THE MEAN HIGH WATER LINE OF THE PUBLIC SUBMERGED LAND EASEMENT IS APPROXIMATELY 583 FEET IN LINEAR LENGTH.

THE INTENT OF THIS PUBLIC SUBMERGED LAND EASEMENT IS TO DEFINE AN AREA ENCOMPASSED WITHIN A 15 FOOT OFFSET OF THE MEAN HIGH WATER LINE OF MC-2. BEING -0.59 FEET N.A.V.D. 88, FOR THE PURPOSE OF INSTALLING ARTIFICIAL REEFS. SHORE STABILIZATION, A ND ADDITIONAL NATIVE MANGROVE RESTORATION.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1, 2, AND 4 - 6.

> SKETCH AND DESCRIPTION MC-2 PUBLIC SUBMERGED LAND EASEMENT MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW DRAWN BY : JMM | SCALE : N/A DATE : 3/10/2021 DRAWING # 19-084

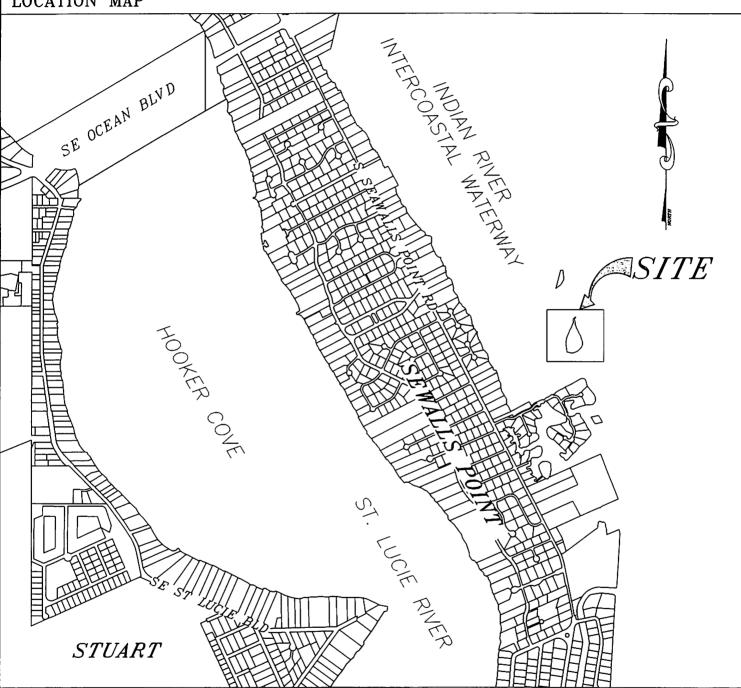
MARTIN COUNTY, STUART, FLORIDA 2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME: 19-084.DWG M.C. PROJ. NO. 19-084

SHEET NO. 4 OF

### EXHIBIT

LOCATION MAP



LOCATION SKETCH IS NOT TO SCALE.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 - 3, 5 AND 6.

> SKETCH AND DESCRIPTION MC-2 PUBLIC SUBMERGED LAND EASEMENT MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM | SCALE : N/A

DATE : 3/10/2021

DRAWING # 19-084

# MARTIN COUNTY, STUART, FLORIDA 2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME: 19-084.DWG M.C. PROJ. NO. 19-084

SHEET NO. 5 OF

### EXHIBIT \_

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	S54*27'07"E	11.46'
L2	S35*38'35"E	16.79
L3	S75°30'25"E	59.66'
L4	N62°30'53"E	14.01'
L5	N59°49'26"E	97.86'
L6	N27°21'41"E	44.61
L7	N02°23′50″W	11.41'
L8	N00°26'25"E	17.35'
L9	N22°23'33"W	13.88'
L10	N12°21'33"W	13.88'
L11	N02°16'47"W	21.72'
L12	N08°21'54"E	20.28'
L13	N09*50'03"E	14.47'
L14	N04°45'09"W	29.00'
L15	N57°12'27"W	38.50'
L16	N39°34'16"W	14.94
L17	N34°59'47"W	57.16'
L18	N08°48'04"W	19.09
L19	N08*37'31"E	18.22'
L20	N14*38'41"E	20.98'
L21	N23°36'29"E	27.48'
L22	S66°23'31"E	15.00'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L23	S23*36'29"W	26.31'
L24	S14°38'41"W	19.01
L25	S08*37'31"W	15.13'
L26	S08°48'04"E	13.31'
L27	S34*59'47"E	53.07'
L28	S39*34'16"E	12.01'
L29	S57°12'27"E	43.56'
L30	S04*45'09"E	38.31'
L31	S09*50'03"W	16.20'
L32	S08*21'53"W	18.69'
L33	S02*16'46"E	19.00'
L34	S12*21'33"E	11.24
L35	S22*23'33"E	15.60'
L36	S00°26'25"W	20.00'
L37	S02°23'50"E	15.03'
L38	S27°21'41"W	52.96'
L39	S59*49'26"W	102.58'
L40	S62*30'53"W	20.11
L41	N75°30'25"W	70.85
L42	N35°39'18"W	19.76'
L43	N54*27'07"W	8.97'
L44	N35*32'53"E	15.00'

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 - 4 AND 6.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.

SKETCH AND DESCRIPTION MC-2 PUBLIC SUBMERGED LAND EASEMENT MARTIN COUNTY, FLORIDA

SUPERVISED BY : TMW DRAWN BY : JMM | SCALE : N/A DATE : 3/10/2021 DRAWING # 19-084

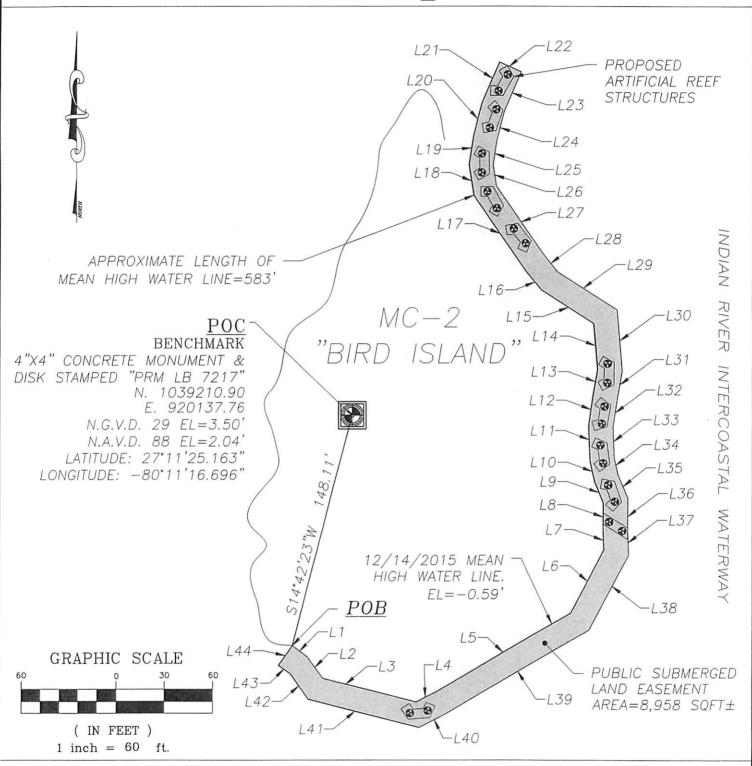
# MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG NAME: 19-084. DWG M.C. PROJ. NO. 19-084

SHEET NO. 6 OF 6

### **EXHIBIT**



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 - 5.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.

SKETCH AND DESCRIPTION

MC-2 PUBLIC SUBMERGED LAND EASEMENT

MARTIN COUNTY, FLORIDA

SUPERVISED BY: TMW
DRAWN BY: JMM | SCALE: 1"=60'
DATE: 3/10/2021
DRAWING # 19-084