

INSTR 20040591189  
OR BK 07617 PG 0534 PGS=6  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
09/16/2004 11:32:15 AM  
MTG DOC TAX 70.00  
INTANG TAX 40.00  
REC FEE 52.50

FOR USE BY RECORDING OFFICE

### LEASEHOLD MORTGAGE

THIS INDENTURE, made as of the 1st day of September 2004, by and between Florida Chapter of Pi Beta Phi House Corporation of Orlando, Florida, hereinafter called "Mortgagor" in favor of Pi Beta Phi of 1154 Town & Country Commons Drive, Town & Country, MO 63017, hereinafter called "Mortgagee".

WITNESSETH:

AMOUNT OF LIEN: "NOTE"

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of Twenty thousand and no/100 DOLLARS (\$20,000.00) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith.

DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES".

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and to secure the payment of the Secured Indebtedness as defined herein, Mortgagor does mortgage, grant and convey unto Mortgagee (for itself and its affiliates), its successors and assigns, all of Mortgagor's leasehold estate and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) that certain lease agreement (the "Ground Lease") by and between the University Of Central Florida ("Landlord") and Mortgagor, dated December 29, 1987, recorded in Book No. 3967, Page No. 1798 of County of Orange, State of Florida covering the real property described in EXHIBIT A attached hereto and made part hereof

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property hereinbefore described, or any part and parcel thereof, and,

TOGETHER with all and singular the tenements, hereditaments, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and, ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises";

TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

U.C.C. SECURITY AGREEMENT

Prepared by and when recorded  
return to:  
Philip L. Logas, Esq.  
Philip L. Logas, P.A.  
55 East Pine Street  
Orlando, Florida 32801

It is agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to join with the Mortgagee in the execution of any financing statements and to execute any and all other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

#### EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of Twenty thousand and no/100 DOLLARS (\$20000.00) with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

#### ARTICLE ONE

##### COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

###### 1.01 Secured Indebtedness.

This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.

###### 1.02 Performance of Note, Mortgage, Etc..

Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of the United States of America, to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.

###### 1.03 Extent Of Payment Other Than Principal And Interest.

Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.

###### 1.04 Insurance.

Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in Orange County, Florida.

###### 1.05 Care of Property.

Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.

#### 1.06 Prior Mortgage.

With regard to the Prior Mortgage, Mortgagor hereby agrees to:

- (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage;
- (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage;
- (iii) Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage.
- (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

### ARTICLE TWO

#### DEFAULTS

##### 2.01 Event of Default.

The occurrence of any one of the following events which shall not be cured within 30 days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within 30 days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default":

- (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as hereinbefore provided, when and as the same shall become due and payable;
- (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect;
- (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note;
- (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.

##### 2.02 Options Of Mortgagee Upon Event Of Default.

Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

- (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise;
- (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable;

(c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once as provided for in Paragraph 2.02(a) hereinabove, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

### ARTICLE THREE

#### MISCELLANEOUS PROVISIONS

##### 3.01 Prior Liens.

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

##### 3.02 Notice, Demand and Request.

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice

##### 3.03 Meaning of Words.

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them.

The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

##### 3.04 Severability.

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

##### 3.05 Governing Law.

The terms and provisions of this Mortgage are to be governed by the laws of the State of Florida. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

##### 3.06 Descriptive Headings.

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

##### 3.07 Attorney's Fees.

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Emily Turner  
Print Name: EMILY TURNER

Martine L. Rape  
Print Name: MARTINE L. RAPE

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

FL Epsilon House Corporation of D/Beta Phi  
Florida corporation

By: Martine L. Rape  
President - Co

Attest: Emily Turner  
Secretary Co-pres.

THIS INSTRUMENT WAS ACKNOWLEDGED before me this 10<sup>th</sup> day of  
September, 2004 by Emily Turner and  
Martine Rape as President and Secretary, respectively, of  
FL Epsilon House Corporation a Florida corporation. They:

- ☒ are personally known to me  
☒ produced a Florida Driver's License as identification  
☐ produced \_\_\_\_\_ as identification;  
and did not take an oath.

Emily A. Turner  
SLDH# T656-201-75-502-0

Esta L. Orseno  
Print Name: ESTA L. ORSENO  
Notary Public, State of Florida  
My Commission Expires:



Esta L. Orseno  
My Commission DD069842  
Expires January 23 2006

## EXHIBIT A

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89 degrees 26 minutes 19 seconds East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by the Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said Point of Intersection being located at coordinate North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01 degrees 08 minutes 00 seconds East along the tangent of said curve and continuing North 01 degrees 08 minutes 00 seconds East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinates point North 102,001.682 and East 5,039.422; run thence North 89 degrees 21 minutes 03 seconds East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00 degrees 48 minutes 41 seconds East for a distance of 472.71 feet; thence run North 18 degrees 45 minutes 00 seconds East, 352.50 feet, thence run North 55 degrees 45 minutes 00 seconds East, 289.30 feet to the Point of Beginning; thence continue North 55 degrees 45 minutes 00 seconds East, 329.27 feet; thence run South 34 degrees 15 minutes 00 seconds East, 225.00 feet; thence run South 55 degrees 45 minutes 00 seconds West, 16.00 feet to the P.C. of a curve concave Southeasterly; thence run Southwesterly along said curve, having for its elements a radius of 2105.00 feet and a central angle of 07 degrees 39 minutes 27 seconds for an arc distance of 281.33 feet; thence run North 41 degrees 54 minutes 27 seconds West, 245.96 feet to the Point of Beginning.

AUG 15 1988

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

3115164 ORANGE CO. FL.  
03:38:40PM 10/20/88

Easement No. 28117

CR4024864559

THIS INDENTURE, Made and entered into this 15<sup>th</sup> day of August, A.D., 1988, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, party of the first part. GRANTOR herein, and ORANGE COUNTY, party of the second part, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR is the owner of the hereinafter described property, constituting property used and possessed by the FLORIDA BOARD OF REGENTS, under Lease No. 2721, which agency has agreed to the proposed use of this land under this instrument, and

WHEREAS, GRANTEE has requested GRANTOR to grant an easement for a sewage force main on, under, upon and across the following described land in the County of Orange, State of Florida,

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That the GRANTOR, for good and valuable consideration, has granted, and by these presents does grant this easement unto the GRANTEE.

The following terms and conditions shall apply:

1. DELEGATIONS OF AUTHORITY: The GRANTOR'S responsibilities and obligations established in this easement agreement shall be exercised by the Division of State Lands, Department of Natural Resources pursuant to Chapter 18-2, Florida Administrative Code and applicable delegations of authority.
2. DESCRIPTION OF PREMISES: The property subject to this easement agreement, is situated in the County of Orange, State of Florida and more particularly described in Exhibit A attached hereto and made a part hereof hereinafter called the "easement".
3. TITLE GUARANTEE: The GRANTOR does not warrant or guarantee title, right or interest in the property described in Exhibit "A" attached hereto and made a part hereof.

32.00  
5.00  
47.00  
Total \$

THOMAS H. LOCKER,  
Orange County  
Commissioner  
By: [Signature] Deputy Clerk

5TH FLOOR, CO. ADMIN. BUILDING  
C.C.C. OFFICE

4. TERM: The GRANTOR does hereby grant to the GRANTEE this easement together with the improvements thereon (if applicable), for a period of fifty (50) years commencing on August 9, 1988 and ending on August 9, 2038 with no option for renewal.

5. PURPOSE: The GRANTEE agrees that the purpose of this easement agreement shall only be for the construction of a force main on, under, upon and across the easement.

6. QUIET ENJOYMENT AND RIGHT OF USE: GRANTEE shall have the right of ingress and egress to, from and upon the easement to the full quiet enjoyment of GRANTEE for the purposes stated in paragraph (5) herein.

7. ASSIGNMENT: The rights and privileges hereby granted shall not be assigned wholly or in part without prior written approval of the GRANTOR. Any assignment granted either wholly or in part without the prior written approval of the GRANTOR shall be void and without legal effect.

8. RIGHT OF INSPECTION: The GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the easement and the works of the GRANTEE in any matter pertaining to this easement agreement, including inspection by prospective bidders following written request by the Division of State Lands, Department of Natural Resources as agents for the GRANTOR and for the purpose of doing other lawful acts that may be necessary to protect the GRANTOR'S interest in the easement.

9. USE OF PROPERTY: This easement agreement shall be non-exclusive. The GRANTOR, or its duly authorized agent, shall retain the right to enter the easement or engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the easement to third parties during the term of this easement agreement.

10. EXPIRATION: The GRANTEE agrees that upon expiration of this easement agreement and consent that all authorization granted shall cease and terminate, the GRANTEE shall remove all



facilities and related structures erected at the GRANTEE'S expense, at the option of the GRANTOR.

11. CLEARING AND DISPOSAL OF BRUSH: GRANTEE agrees to dispose of, to the satisfaction of the University of Central Florida, all brush and refuse resulting from the clearing of the land for the construction and maintenance of this easement.

12. UNDUE WASTE: The GRANTEE agrees not to commit undue waste to the easement and to maintain or restore, as necessary, said easement to substantially the same condition it was upon execution of this easement agreement. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the easement.

13. USE OF WATER: GRANTEE agrees that water shall not be removed from any source on the easement, including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of the GRANTOR.

14. REMOVAL OF DEBRIS: The GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in satisfactory manner as to leave the work locations clean and free of any such debris.

15. DISPOSAL OF CONTAMINATING FLUIDS: The GRANTEE agrees that it shall not dispose of any contaminating fluids including, but not limited to, chemicals or other agents produced or used in its operations on the easement or on any adjacent state land or in any manner not permitted by law.

16. MINERAL RIGHTS: This easement agreement does not cover petroleum or petroleum products or minerals and does not give the right to the GRANTEE to drill for or develop the same, and GRANTOR specifically reserves the right to lease the easement for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that the GRANTEE named herein shall be fully compensated for any and all damages that might result to said GRANTEE by reason of such exploration and recovery operations.

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17. COMPLIANCE WITH LAWS: The GRANTEE agrees that this easement agreement is contingent upon and subject to the GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida, the United States or of any political subdivision or agency thereof.

18. BEST MANAGEMENT PRACTICES: GRANTEE agrees to implement applicable Best Management Practices for all activities conducted under this easement agreement in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by the GRANTOR or other land managing agencies which will protect and enhance the easement.

19. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State.

20. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: GRANTEE hereby covenants and agrees that fee title to the easement is owned by the GRANTOR and that GRANTEE shall not do or permit anything which purports to create a lien or encumbrance of any nature against the real property contained in the easement including, but not limited to, mortgages or securing indebtedness or construction liens against the real property contained in the easement or against any interest of the GRANTEE herein.

21. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

22. BREACH OF COVENANTS, TERMS OR CONDITIONS: Should the GRANTEE breach any of the covenants, terms, or conditions of this easement agreement the GRANTOR, may, at its option, give written

notice to the GRANTEE to remedy such breach within sixty (60) days. In the event of failure by the GRANTEE to remedy the breach of any of the covenants, terms or conditions of this easement agreement to the satisfaction of the GRANTOR within the appropriate time period specified in this easement agreement for remedying such breach, the GRANTOR may elect to: (a) continue the easement agreement in effect and enforce all its rights and remedies hereunder, or (b) at any time, terminate all of the GRANTEE'S rights hereunder and recover from the GRANTEE all damages it may incur by reason of the breach of this easement agreement, including the cost of recovering the easement.

23. NO WAIVER OF BREACH: The failure of the GRANTOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this easement agreement shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of the GRANTOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by the GRANTOR.

24. SOVEREIGNTY SUBMERGED LANDS: The GRANTEE hereby covenants and agrees that this easement agreement does not include or authorize any activity or use involving the bottoms or the water columns below the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body and that any activity or use involving all such water bodies shall require the prior written approval of the GRANTOR.

25. DUPLICATE ORIGINALS: This easement agreement is executed in duplicate originals each of which for all purposes shall be considered an original.

26. ENTIRE UNDERSTANDING: This easement agreement sets forth the entire understanding between the parties and is the only agreement between the parties. It shall not be changed or terminated orally. The provisions of this easement agreement are not severable. This easement agreement shall not be amended

without the prior written approval of the GRANTOR. Any amendment not formally approved in writing by the GRANTOR and executed with the same formality as this easement agreement shall be void and without legal effect.

27. TIME: Time is expressly declared to be the essence of this easement agreement.

28. LIABILITY: The GRANTEE agrees to assist in the investigation of injury or damage claims either for or against the GRANTOR or the State of Florida pertaining to the GRANTEE'S respective areas of responsibility under this easement agreement; or arising out of the GRANTEE'S respective management programs or activities and to contact the GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

29. RIGHT OF AUDIT: The GRANTEE shall make available to the GRANTOR all financial records relating to this easement agreement and the GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the GRANTOR'S operations on the easement. This easement agreement may be terminated by the GRANTOR should the GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement agreement, pursuant to Chapter 119, Florida Statutes.

30. PAYMENT OF TAXES AND ASSESSMENTS: The GRANTEE agrees to assume all responsibility for liabilities that accrue to the easement or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the easement during the effective period of this easement agreement.

31. AUTOMATIC REVERSION: This easement agreement is subject to the automatic reversion to the GRANTOR of the easement and the cessation and termination of this easement agreement when, in the opinion of the GRANTOR the easement is not utilized

for the purposes outlined in this easement agreement, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the GRANTEE.

32. ASSENT TO EASEMENT AGREEMENT TERMS AND CONDITIONS: The GRANTEE joins in this easement agreement for the purpose of indicating its assent to all terms and conditions hereof, and agrees to be bound hereby.

33. GOVERNING LAW: This easement agreement shall be governed by and interpreted according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this easement agreement to be executed the day and year first above written.

Sylvia Scott  
Witness  
Vicki H. State  
Witness

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

By: Percy W. Mallison (SEAL)  
DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES

STATE OF FLORIDA  
COUNTY OF LEON

"GRANTOR"

The foregoing instrument was acknowledged before me this 30th day of September, 1988, by Percy W. Mallison, Jr., as Director, Division of State Lands, Department of Natural Resources.

Theresa G. Cook (SEAL)  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 14, 1992

Approved as to Form and Legality

By: Patricia L. Anderson  
DNR Attorney

BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY

Beverly R. Collins  
Witness

By: Hal Marston (SEAL)

Its: Vice-Chairman

Ray J. Schieding  
Witness

OF ORANGE COUNTY  
APPROVED AS TO FORM

ATTEST: Mary J. Lanson

By: Deputy Clerk

August 3, 1988  
Joseph J. Lantieri  
JO: CLERK

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of August, 1988, by Hal Marston  
as Vice-Chairman

Ray J. Schieding (SEAL)  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large.  
My Commission Expires March 26, 1999

"GRANTEE" Bonded Thru Brown & Brown, Inc.

Superintendent  
Witness

FLORIDA BOARD OF REGENTS  
By: Charles B. Reed (SEAL)

Its: \_\_\_\_\_

Pamela M. Smith  
Witness

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this  
9<sup>th</sup> day of September, 1988, by  
Charles B. Reed, as Chairman

Debra C. Meredith (SEAL)  
NOTARY PUBLIC

My Commission Expires: 2/25/90

"LESSEE"

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE EASEMENT**

From the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 22 South, Range 31 East, Orange County, Florida run North 00 degrees 09 minutes 25 seconds East 70.00 feet along the East boundary of said Southeast 1/4 of the Northwest 1/4 for the POINT OF BEGINNING, said point of beginning being a point on a line parallel with and 70.00 feet North of, when measured at right angles to, the South boundary of the aforesaid Southeast 1/4 of the Northwest 1/4; thence run North 89 degrees 58 minutes 17 seconds West 146.75 feet along said parallel line; thence run South 00 degrees 48 minutes 31 seconds West 70.01 feet to a point on the aforesaid South boundary; thence run North 89 degrees 58 minutes 17 seconds West 30.00 feet along said South boundary; thence run North 00 degrees 48 minutes 31 seconds East 90.01 feet to a point on a line parallel with and 90.00 feet North of, when measured at right angles to, the aforesaid South boundary; thence run South 89 degrees 58 minutes 17 seconds East 176.52 feet along said parallel line to a point on the aforesaid East boundary; thence run South 00 degrees 09 minutes 25 seconds West 20.00 feet to the POINT OF BEGINNING.

CONTAINING: 0.129 Acres, more or less.

SUBJECT TO: That certain Florida Power Corporation Easement as described and recorded in Official Records Book 1593, Page 871, Public Records of Orange County, Florida.

OR 4024 PG 4567

## LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE (the Mortgage), dated as of January 31, 1989, by and between EPSILON OMICRON HOUSE CORPORATION OF KAPPA DELTA SORORITY, INC., a Florida not-for-profit corporation (hereinafter called Mortgagor) and SUN BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America having an office at 200 South Orange Avenue, Orlando, Florida 32801 (hereinafter called Mortgagee);

### W I T N E S S E T H:

That in consideration of the premises and in order to secure the payment of both the principal of, and interest and any other sums payable on the Note (as hereinafter defined) or this Mortgage and the performance and observance of all of the provisions hereof and of said Note, Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages and sets over and confirms unto Mortgagee all of Mortgagor's estate right title and interest in, to and under all that certain leasehold estate created by the terms of a Sub-Lease (the "Lease") dated May 27, 1988, between Mortgagor, as Lessee, and BOARD OF REGENTS OF THE STATE OF FLORIDA (the "Board" or "Lessor"), as Lessor, and any modifications, renewals or extensions thereof (a copy of a memorandum of the Lease being attached hereto as Exhibit "D") which Lease covers real property situate in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein.

TOGETHER WITH a fee simple interest in all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of Mortgagor of said real property) now or thereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases or subleases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said Lease and real property, tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property).

This instrument also creates a security interest in the Mortgaged Property, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to the

under the common law or any other laws of the State of Florida or any other jurisdiction.

Rec'd Fee \$ 600.00 (SUN) MORTGAGE PAYMENT  
Add'l Fee \$ 600.00 (SUN) ORANGE CO. FL.  
Doc. Fee \$ 600.00 (SUN) ORANGE CO. FL.  
L.S. Fee \$ 600.00 (SUN) ORANGE CO. FL.  
Total \$ 1800.00

3184959 ORANGE CO. FL.  
04.20.00 PM 02/03/89

OR4053 PG 2173



TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions thereof and all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee.

Mortgagor warrants that Mortgagor has a good and marketable title to the indefeasible leasehold estate in the real property plus a fee simple interest in all improvements thereon comprising the Mortgaged Property subject to no lien, charge or encumbrance except as set forth in the Lease and the loan from Mortgagee in the original principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00) dated contemporaneously herewith, and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

PROVIDED, HOWEVER, that if Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00) as evidenced by that certain mortgage note (the Note), of even date herewith, or any renewal or replacement of such Note, executed by Mortgagor and payable to order of Mortgagee, with interest and upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, and shall perform all other covenants and conditions of the Note, all of the terms of which Note are incorporated herein by reference as though set forth fully herein, and of any renewal, extension or modification, thereof and of this Mortgage, then this Mortgage and the estate hereby created shall cease and terminate.

Mortgagor further covenants and agrees with Mortgagee as follows:

1. To pay all sums, including interest secured hereby when due as provided for in the Note and any renewal, extension or modification thereof and in this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office or at such other place as Mortgagee may designate in writing.

2. To pay when due, and without requiring any notice from Mortgagee, all taxes, assessments of any type or nature and other

lien, encumbrance or charge against the Mortgaged Property.

3. If required by Mortgagee, to also make monthly deposits with Mortgagee, in a non-interest bearing account, together with

and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the Mortgaged Property, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this Mortgage, Mortgagee declares all sums secured hereby to be due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.

4. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however, that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by this Mortgage shall thereupon become immediately due and payable at the option of Mortgagee, unless Mortgagor reimburses Mortgagee for such tax or assessment paid by Mortgagee within 5 days of receipt by Mortgagor of written notice of same from Mortgagee.

5. To keep the Mortgaged Property insured against loss or damage by fire, and all perils insured against by an extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Mortgaged Property is situated, shall be in such amount as Mortgagee may reasonably require, shall be issued by a company or companies approved by Mortgagee, and shall contain a standard mortgagee clause with loss payable to Mortgagee. Whenever required by Mortgagee, such policies, shall be delivered immediately to and held by Mortgagee. Any and all proceeds received under any such policies shall be placed in escrow with Mortgagee, and shall be used by Mortgagor to repair, rebuild or replace damaged structures on the Property, with Mortgagee monitoring reconstruction and disbursing such insurance proceeds in accordance with the terms of the Construction Loan Agreement. In the event Mortgagor, with Mortgagee's consent, determines not to repair, rebuild or replace damaged structures, or in the event there are any proceeds remaining after such repair, rebuilding or replacement, Mortgagee may, in its sole discretion, apply the remaining proceeds to the indebtedness secured hereby. Notwithstanding the foregoing, Mortgagee shall not be obligated to provide funds in excess of any insurance

cies shall become the absolute property of Mortgagee.

6. To first obtain the written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed by

Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the premises, (b) altering the arrangement, design or structural character thereof, (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (d) removing or exchanging any tangible personal property which is part of the Mortgaged Property with a value of Five Thousand Dollars (\$5,000.00) or greater (provided that, Mortgagor shall notify Mortgagee when any tangible personal property is removed or exchanged). Mortgagor may not cancel or modify the Lease without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole discretion.

7. To maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or prior to any delinquency, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment which delay may result in any additional interest, costs, charges, expenses or otherwise.

10. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the security hereof pursuant to this Mortgage, including all costs, reasonable attorneys' and paralegals' fees and other items of expense, together with interest on each such advancement at the highest lawful rate of interest per annum allowed by the laws of the State of Florida, and all such sums and interest thereon shall be secured hereby.

11. All sums of money secured hereby shall be payable without any relief whatever from any valuation or appraisal laws.

Mortgagor shall be held in default of any of Mortgagee's obligations, covenants or agreements hereunder, and such default remains uncured for thirty (30) days or more following receipt of written notice by Mortgagee from Mortgagor specifying such event of non-monetary default (provided that, if such

default cannot be cured within thirty (30) days, and Mortgagor is diligently pursuing curative action, Mortgagor shall have ninety (90) days to cure same), then all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without further notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges and expenses thereof, including a reasonable attorneys' and paralegals' fee, including all such costs, expenses and attorneys' and paralegals' fees, for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the highest lawful rate of interest per annum allowed by the law of the State of Florida from and after the date of any such default of Mortgagor. If the Note provides for installment payments, the Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments. In the event of default by Mortgagor, Mortgagee shall deliver to the Board copies of any notices of default delivered to Mortgagor, and shall permit the Board to cure any such default within the time frame provided by Mortgagee to Mortgagor, plus thirty (30) days.

13. If default be made in payment when due, or any indebtedness secured hereby, or in performance of any of Mortgagor's obligations, covenants or agreement hereunder:

(a) Mortgagee is authorized at any time, with notice to the Lessor and to the Dean of Students of the University of Central Florida, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; and

(b) Mortgagee shall be entitled as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing or subleasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by

14. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property

Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine.

15. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

16. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt hereby secured by reason of any past, present or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.

17. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

(c) Exercise or refrain from exercising or waive any right Mortgagee may have;

18. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Mortgagor hereby waives all right of homestead exemption, if any, in the Mortgaged Property.

20. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder shall be paid to Mortgagor, unless the taking shall include part or all of Mortgagee's security hereunder (i.e. the buildings) or the taking shall have a material negative effect on Mortgagor's ability to make the payments under the Note or meet the obligations of this Mortgage, in which case the Mortgagee shall determine, in its reasonable discretion, how much of the award or compensation should be paid to each party. Mortgagee shall be under no obligation to question the amount of any such award or compensation. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation paid to Mortgagee shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

21. If Mortgagee, pursuant to a construction loan agreement or loan commitment made by Mortgagee with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction loan agreement or loan commitment, will diligently construct the improvements to be built pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein and will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this Mortgage, the Note, Construction Loan Agreement and Assignment of Leases and Rentals.

22. If Mortgagor has defaulted under this Mortgage, then Mortgagor agrees to pay Mortgagee, on demand, all costs and expenses of completion of the improvements on the real property, including all sums disbursed by Mortgagee incident to said completion and reasonable charges by Mortgagee for its services incident thereto and reasonable attorneys' and paralegals' fees (including appellate attorneys' and paralegals' fees) incurred by Mortgagee incident to said default and the completion of said construction, or incident to the enforcement of any provision hereof and all such sums, even though they may, when added to the monies advanced and disbursed under the Construction Loan Agreement, exceed the amount of the Note, shall be secured by the lien of the Mortgage as though the same were a part of the debt originally described in and secured thereby.

23. At the option of Mortgagee, Mortgagor shall provide Mortgagee with annual statements of the operations of and the financial condition of Mortgagor certified by one of the principal officers of the Mortgagor by January 30 of each year. Mortgagor will also provide annual audited financial statements of Guarantor by January 30 of each year.

24. The loan represented by this Mortgage and the Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums

further encumbered by Mortgagor without Mortgagee's prior written consent, excluding the grant of any sublease in the Mortgaged Property not containing an option to purchase, which sublease is made in the ordinary course of Mortgagor's business, then in that

event Mortgagee may declare all sums secured by this Mortgage immediately due and payable.

25. Mortgagor represents and warrants that it is a duly organized and validly existing corporation, in good standing under the laws of the state of its incorporation, and is qualified to do business and is in good standing in the State of Florida, with full power and authority to consummate the loan contemplated hereby.

26. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provisions or of the remaining provisions of this Mortgage. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

27. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given effect as though following this covenant in consecutive order.

28. With respect to the Lease, the Mortgagor covenants and agrees for and on behalf of the Mortgagee as follows:

A. Conformity with Lease: This Mortgage was lawfully executed and delivered in conformity with and according to the provisions of the Lease.

B. Status of Lease: The Lease has not been modified as of the date of execution hereof, and the Lease is a valid and legally binding agreement in full force and effect in accordance with its terms, and all of the rent due under the Lease has been paid by Mortgagor to date.

C. Exclusive Lease: No other ground or underlying lease affects the Mortgaged Property except for that certain lease between the State of Florida Board of Trustees of the Internal Improvement Trust Fund as lessors and the Board as lessees, said lease being dated January 22, 1974 and as also referred to in Paragraph 2 of the Lease.

D. Defaults in Lease: Neither the Mortgagor nor the Lessor under the Lease (the "Lessor") are in default of any of the obligations of the Lease. Neither has any act or event occurred, which after notice and/or lapse of time, would permit the Lessor under the Lease to terminate Mortgagor's rights under the Lease.

E. Mortgagor's Performance Under Lease: Mortgagor

under the Lease and to prevent termination of the Lease.

F. Notice of Default: Mortgagor will promptly notify Mortgagee of each default by Mortgagor or the Lessor in the performance or observance of any of the terms, covenants or

conditions on the part of the Mortgagor or the Lessor to be performed or observed under the Lease. Further, Mortgagor will (a) promptly notify Mortgagee of the receipt by Mortgagor of each notice, other than notices customarily sent on a regular periodic basis from the Lessor under the Lease and of any notice noting or claiming any default by Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Lease; (b) promptly notify Mortgagee of the receipt by the Mortgagor of each notice from the Lessor under the Lease to the Mortgagor of termination of the Lease pursuant to the provisions of the Lease; and (c) promptly cause a copy of each such notice received by Mortgagor from the Lessor under the Lease to be delivered to the Mortgagee.

G. Modification: The Mortgagor will not, without the prior written consent of the Mortgagee, modify the Lease, waive any provision thereof, or surrender the property covered by the Lease to the Lessor thereunder or consent to or acquiesce in any such modification, waiver or surrender (including, without limitation, any election by Mortgagor not to remain in possession of the property demised by the Lease in case the Lease shall be rejected, terminated or annulled by any trustee appointed for the Lessor's assets in debtor relief proceedings). All of such rights are hereby assigned to the Mortgagee as further collateral security for the indebtedness secured hereby, so that any action taken by Mortgagor in violation of such agreement shall be null and void and of no force or effect whatsoever.

H. Lessor's Performance under the Lease: Mortgagor shall not waive, excuse or discharge any of the obligations and agreements of the Lessor under the Lease, or subordinate or consent to the subordination of the Lease to any mortgage on the Lessor's interest in the Mortgaged Property or consent to any restriction, covenant or agreement affecting the leasehold estate created by the lease, without the prior written consent of the Mortgagee, all of such rights being hereby assigned to the Mortgagee as further collateral security for the indebtedness secured hereby, so that any action taken by Mortgagor in violation of such agreement shall be null and void and of no force or effect whatsoever; Mortgagor shall enforce the obligations of the Lessor under the Lease to the end that the Mortgagor may enjoy all of the rights granted to it under the Lease and will promptly notify the Mortgagee of any default by the Lessor under the Lease.

I. Lessor's Default: Mortgagor shall immediately notify the Mortgagee of any default by Lessor in the observance or performance of any of the terms, covenants and conditions to be observed or performed by Lessor under the Lease, and of any notice of any such default given to Lessor by Mortgagor under the Lease or other notice asserting lack of compliance by the Lessor with the Lease, and to promptly deliver to the Mortgagee copies of each such notice of default.

J. Mortgagor's Termination: Mortgagor shall not exercise any rights it may have or obtain to terminate the Lease without the written consent to same by Mortgagee.

K. Documentation of Compliance: Mortgagor shall furnish to the Mortgagee such information and evidence as the

default by the Mortgagor in the observance or performance of any of the terms, covenants or conditions to be observed or performed by Mortgagor under the Lease, including, without limitation, any default in the payment of rents and other charges and impositions made payable by Mortgagor as the Lessee under the Lease, then, in



each and every case, the Mortgagee may, at its option and without notice, without awaiting the expiration of any grace period or time to cure, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of the Mortgagor under the Lease in the name of and on behalf of the Mortgagor, and upon receipt by the Mortgagee from the Lessor under the Lease of any written notice of default by the Lessee thereunder, the Mortgagee may take any such action even though the existence of such default or the nature thereof may be questioned or denied by the Mortgagor, but no such action by the Mortgagee shall waive or constitute a release of any default of the Mortgagor (or its agents), and Mortgagor agrees that the Mortgagee (and its agents) shall have, the absolute and immediate right to enter upon the leased property and the improvements thereon to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable for the purpose of taking any such action. The Mortgagor shall, on demand, reimburse the Mortgagee for all advances made and expenses incurred by the Mortgagee in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at the penalty rate provided for in this Mortgage from the date that an advance is made or an expense is incurred, to and including the date same is paid, and all such amounts, together with the interest thereon, shall be part of the indebtedness secured by this Mortgage.

M. Lien or Improvements: Upon the termination for any reason of the Lease during the term hereof, Mortgagee's lien hereunder upon any improvements upon the Mortgaged Property shall survive and remain in full force and effect for the balance of the term hereof.

N. Subleases. Mortgagor has not subleased any portion of its leasehold interest in the Mortgaged Property to any person.

29. For the purpose of curing any breach of Mortgagor's covenants contained in Paragraph 28 of this Mortgage, or to exercise any option or right to renew the terms of the Lease, the Mortgagee may do (but shall not be under the obligation to do) any act or execute any document in the name of the Mortgagor as to its attorney-in-fact, as well as in the name of the Mortgagee. The Mortgagor hereby irrevocably appoints the Mortgagee, with full power of substitution, its true and lawful attorney-in-fact in its name or otherwise to do any and all acts and to execute any and all documents which may be necessary or in the opinion of the Mortgagee desirable to effect any such cure, or preserve or exercise any rights or options of the Mortgagor under, or to effect compliance in whole or in part with, the Lease. Each person who shall be an assignee of the interest of the Mortgagor as the Lessee under the Lease or an interest therein or of a part of the mortgaged premises, by the acceptance of such an assignment, shall be deemed to have irrevocably appointed the Mortgagee, with full power of substitution, such person's true and lawful attorney-in-fact in such person's name and otherwise to do any and all acts and to execute any and all documents which may be necessary or in the opinion of the Mortgagee desirable to effect such cure, or preserve any rights of such person under, or to effect compliance in whole or in part with, the Lease. The powers of attorney granted by or pursuant to this paragraph and all authority hereby conferred are made, granted and conferred in

continued prior, hereof or affected by any act of the Mortgagor or other person or by operation of law, including, but not limited to the dissolution, death, disability or incompetency of any person or the occurrence of any other event, and if any Mortgagor or assignee should be dissolved or die or become disabled or incompetent or any other such event should occur

before the repayment in full of the indebtedness, such attorney-in-fact is nevertheless fully authorized to act under such powers of attorney as if such dissolution, death, disability or incompetency or other event had not occurred and regardless of notice thereof.

30. So long as the indebtedness secured hereby shall remain unpaid, unless the Mortgagee shall otherwise consent, the fee title and the leasehold estate in the property demised by the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the Lessor under the Lease, the Mortgagee, Mortgagor or any third party, whether by purchase or otherwise.

31. If the Mortgagor owns or hereafter acquires the fee title or any other estate, title or interest in the property demised by the Lease, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Mortgaged Property encumbered by this Mortgage with the same force and effect as if specifically encumbered herein. The Mortgagor agrees to execute all instruments and documents which the Mortgagee may reasonably require to ratify, confirm and further evidence the Mortgagee's lien on the acquired estate, title or interest. Furthermore, the Mortgagor hereby appoints the Mortgagee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Mortgagor. This power, being coupled with an interest shall be irrevocable as long as the indebtedness secured hereby remains unpaid with the same force and effect as is provided in Paragraph 29 above.

32. The Mortgagor will on December 31 of each year hereafter and in any event within twenty (20) days after written demand by the Mortgagee, obtain an estoppel certificate from the Lessor under the Lease setting forth (a) the name of the Lessee under the Lease, (b) that the Lease has not been modified (or, if it has been modified in compliance with this Mortgage, that there have been no further modifications) and stating the date of each modification, (c) that the Lease is in full force and effect as so modified (d) that all rental charges under the Lease have been paid stating the dates on which all rental charges have been paid by Mortgagor as the Lessee under the Lease, (e) whether any notice of default under the Lease has been given and whether or not such default has been cured and, (f) whether there is any alleged event of default under the Lease, or any act, event or condition, which with notice or lapse of time, or both, could constitute such event of default and, if there are, setting forth the nature thereof in reasonable detail.

33. Mortgagee shall not have any liability or obligation under the Lease by reason of its acceptance of this Mortgage.

34. No provision of this Mortgage which requires the making of a payment or the performance of an act by the Mortgagor, or permits the Mortgagor to take any action, conduct any contest of any taxes and assessments, or otherwise do any other act, which is similar to any payment, performance or act which is required to be paid or performed by the Mortgagor as Lessee under the Lease, shall be deemed to limit or restrict the generality of the

provisions of the Lease, unless Mortgagor first shall have obtained and delivered to Mortgagee a written agreement or agreements, in form and substance reasonably satisfactory to Mortgagee, signed by the Lessor under the Lease, to the effect that no default will be declared thereunder by reason of such contest or deferment.

35. . A default by Mortgagor under the terms of the Mortgage Loan Commitment dated November 1, 1968 as amended by that certain letter dated January 5, 1989 in relation to this Mortgage, or under the Assignment of Leases and Rentals, Construction Loan Agreement or any other loan document, shall also constitute a default under the terms of this Mortgage.

36. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

37. Any and all captions to paragraphs or subparagraphs of the Mortgage are included for convenience and reference and are not to be considered in any manner as a limitation or element in the construction of any such paragraph or subparagraph.

38. Any reference in this Mortgage to Mortgagor or Mortgagee in the singular shall include the plural thereof and each member thereof.

39. The Mortgagor expressly represents to the Mortgagee that, to the best of its knowledge the Property and the improvements thereon have not in the past been used, and are not presently being used, and will not in the future be used for the handling, storage, transportation, or disposal of hazardous or toxic materials. The Mortgagor agrees to indemnify, defend, and hold the Mortgagee harmless from and against any loss to the Mortgagee as a result of such past, present or future use, handling, storage, transportation or disposal of hazardous or toxic materials. The Mortgagee, at the Mortgagee's sole option, may obtain at the Mortgagor's expense a report from a reputable environmental consultant of the Mortgagee's choice as to whether the Property and the improvements have been or are presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials. If the report indicates such past or present use, handling, storage, transportation or disposal, the Mortgagee may require that all violations of law with respect to hazardous or toxic materials be corrected and/or that the Mortgagee obtain all necessary environmental permits before the Mortgagee shall fund any advance under this Mortgage.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage on the date first above written.

Signed, sealed and delivered  
in the presence of:

EPSILON OMICRON HOUSE  
CORPORATION OF KAPPA DELTA  
SORORITY, INC., a Florida  
not-for-profit corporation

By: Mary Beth Atwill  
Mary Beth Atwill  
Its: President  
Evelyn M. Foy  
(CORPORATE SEAL)

Evelyn M. Foy, Secretary

084055132184

STATE OF FLORIDA       )  
                              ) SS:  
COUNTY OF ORANGE       )

The foregoing instrument was acknowledged before me this 31st day of January, 1989 by MARY BETH ATWILL as the President\*of EPSILON OMICRON HOUSE CORPORATION OF KAPPA DELTA SORORITY, INC., a Florida not-for-profit corporation, on behalf of the corporation.

\* and Evelyn M. Foy as Secretary

*Karen E. Baker*  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission expires Oct. 9, 1990

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

JANET M. LOWER, ESQUIRE  
MAGUIRE, WOODHIS & WELLS, P.A.  
Two South Orange Avenue  
Orlando, Florida 32801

(R:838/LEASHOLD.19)

GR 4055702185

EXHIBIT "A"

From the S.W. corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N.  $89^{\circ} 26' 19''$  E. along the South line of the SW 1/4 of said Section 3, for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,00.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run Thence N.  $01^{\circ} 08' 00''$  E. along the tangent of said curve and continuing N.  $01^{\circ} 08' 00''$  E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N.  $89^{\circ} 21' 03''$  E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N.  $00^{\circ} 48' 57''$  W. for a distance of 303.46 feet; Thence run N.  $45^{\circ} 59' 57''$  E., 237.81 feet to the Point of Beginning; Thence run N.  $46^{\circ} 15' 36''$  E., 284.11 feet; Thence run N.  $35^{\circ} 23' 27''$  W., 224.65 feet to a point on the arc of a curve concave Southeasterly; Thence from a tangent bearing of S.  $54^{\circ} 36' 33''$  W., run Southwesterly along the arc of said curve, having for its elements a radius of 2005.00 feet and a central angle of  $9^{\circ} 10' 54''$ , for an arc distance of 321.31 feet; Thence run S.  $44^{\circ} 34' 22''$  E., 243.33 feet to the Point of Beginning. Reserving a 6.0 foot wide strip along the Northeasterly line thereof for Utility Easement.

(R:838/EXHIBITA.21)

MEMORANDUM OF SUB-LEASE

(EXHIBIT "B")

THIS MEMORANDUM OF SUB-LEASE is made and entered this 31st day of January, 1989 by and between the UNIVERSITY OF CENTRAL FLORIDA ("Landlord"), Orlando, Florida 32816, and EPSILON OMICRON HOUSE CORPORATION OF KAPPA DELTA SORORITY, INC. ("Tenant"), 986 Stonewood Lane, Maitland, Florida 32751.

1. Agreement of Sub-Lease. This Memorandum is intended to evidence the fact that Landlord and Tenant entered into that certain Sub-Lease dated May 27, 1988, wherein Landlord demised to Tenant and Tenant leased from Landlord that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference ("Premises").

2. Term of Sub-Lease. The original term of the Sub-Lease is for a period of sixty (60) years commencing as of the lease.

3. Other Information. For further details pertaining to the Lease, interested persons may contact Landlord or Tenant at the addresses set forth above.

4. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Landlord and Tenant under the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the date first set forth above.

Signed, sealed and delivered  
in the presence of:

LANDLORD:

UNIVERSITY OF CENTRAL FLORIDA

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

Name: Trevor Colburn

Title: President of the

University of Central  
Florida acting for and  
on behalf of the Board  
of Regents of the State  
of Florida

TENANT:

EPSILON OMICRON HOUSE CORPORATION  
OF KAPPA DELTA SORORITY, INC.

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

Name: Mary Beth Atwill

Title: President

Evelyn M. Foy  
(CORPORATE SEAL)

STATE OF FLORIDA)

) SS:

COUNTY OF ORANGE)

Evelyn M. Foy, Secretary

OR4053802187

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Trevor Colburn, to me known to be the President of the University of Central Florida, a state university in the State of Florida, named in the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of January, 1989.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
NOTARY COMMISSION EXPIRES 12/15/1991  
LICENSED AND NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA)

) 33:

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Beth Atwill, to me known to be the President of the Epsilon Omicron House Corporation of Kappa Delta Sorority, Inc., named in the foregoing instrument, and that she acknowledged executing same on behalf of the Corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in her by said Corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 31st day of January, 1989.

\*and Evelyn M. Foy, Secretary,

(NOTARY SEAL)

Karen E. Ballo  
NOTARY PUBLIC

My Commission Expires:

History Public, State of Florida  
New Commission expires Oct. 9, 1990

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

JANET M. LOWER, ESQUIRE  
MAGUIRE, VOORHIS & WELLS, P.A.  
Two South Orange Avenue  
Orlando, Florida 32801

(R: 838/LEASE19.89)

RECORDED & RETURNED  
 Maria Rodriguez  
 County Comptroller, Orange County

021-000000-188

# SATISFACTION OF MORTGAGE

The below-named bank (hereinafter referred to as Sun Bank), hereby certifies that as owner of that certain mortgage more particularly identified below and the obligation which it secures, that said mortgage and obligation has been paid and fully satisfied, and hereby consents to and directs that the same be discharged of record.

Mortgagor: EPSILON OMICRON HOUSE CORPORATION OF KAPPA DELTA SORORITY, INC. a Florida not-for-profit corporation

Date of Mortgage: January 31, 1989

Orange Co FL 4922019

06/25/94 09:38:07AM

DR Bk 4761 Pg 3358

Original Principal Amount of Mortgage: \$ 400,000.00

Record Verified - Martha O. Haynie  
Rec 6.00

Place of Recording: Orange

County, Florida

Date of Recording: February 3, 1989

Also satisfies UCC Filing:

Book 4053 Page 2197 Feb. 3, 1989

Book 4688 Page 2147 Jan. 25, 1994

Recording Reference:

And Releases Assignment of Rents:

Book 4053 Page 2190 Feb. 3, 1989

O.R. Book: 4053

And Modification Agreement:

Book 4496 Page 4225 Dec. 7, 1992

Page: 2173-2199

IN WITNESS WHEREOF, Sun Bank has duly executed this Satisfaction as of June 21, 19 94.

WITNESSES:

Annetta Morris  
Annetta Morris

Sun Bank, National Association

(Name of Sun Bank)

By Mildred Driggers

Mildred Driggers, AVE

PO Box 2806

Orlando, FL

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Orange

SS

The foregoing instrument was acknowledged before me this 21st day of June, 19 94 by Mildred Driggers as Assistant Vice President of the above-identified Sun Bank.

This instrument was prepared by

Name Annetta Morris

Bank SunBank, N.A.

Address PO Box 2806

Orlando, FL 32802

(NOTARIAL SEAL)

Notary Public

My commission expires

Angela G. Wilson

NAME OF NOTARY PUBLIC

PERSONALLY KNOWN

PRODUCED I.D.

TYPE OF I.D.



*Section 3,  
Twp 22 S, R 31 E  
1753 W. Broadway St  
#2  
Orlando, FL 32765*

## MORTGAGE

DOC # 20090302278 B: 9878 P: 5798

This document prepared by:

Cindy Mize

3205 Players Lane

Memphis, TN 38125

05/29/2009 09:27:59 AM Page 1 of 3  
Rec Fee: \$27.00 Doc Type: M  
Deed Doc Tax: \$0.00  
Intangible Tax: \$460.00  
Mortgage Stamp: \$805.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: SOUTHERN TITLE AND ABSTRA



THIS INDENTURE WITNESSETH, that EPSILON OMICRON HOUSE CORPORATION OF KAPPA DELTA SORORITY, INC. a Florida corporation, of 4303 Greek Park Drive, Orlando, Florida 32816 (hereinafter designated as the "Mortgagor"), hereby mortgages and warrants to KAPPA DELTA SORORITY, INC., a Virginia corporation, of 3205 Players Lane, Memphis, Tennessee 38125 (hereinafter designated as "Corporation"), and to its successors and assigns, the following described real estate, situated in the City of Orlando, County of Orange, State of Florida, to wit:

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. 89° 26' 19" E. along the South line of the Southwest ¼ of said Section for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701-2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run Thence N. 01° 08' 00" E. along the tangent of said curve and continuing N. 01° 08' 00" E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N. 89° 21' 03" E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N. 00° 48' 57" W. for a distance of 303.46 feet; Thence run N. 45° 59' 57" E., 237.81 feet to the Point of Beginning; Thence N. 45° 59' 57" E. 237.81 feet; Thence run N. 46° 15' 36" E., 284.11 feet; Thence run N. 35° 23' 27" W., 224.65 feet to a point on the arc of a curve concave Southeasterly; Thence from a tangent bearing of S. 54° 36' 33" W., run Southwesterly along the arc of said curve, having for its elements a radius of 2005.00 feet and a central angle of 9° 10' 54", for an arc distance of 321.31 feet; Thence run S. 44° 34' 22" E., 243.33 feet to the Point of Beginning. Containing 1.650 Acres, more or less. Reserving a 6.0 foot wide strip along the Northeasterly line thereof for Utility Easement.

Together with all easements, tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, including any right, title and interest therein, or in the streets or alleys contiguous thereto, hereafter acquired by said Mortgagor, and including all lighting, heating and plumbing fixtures,

appliances and equipment, and such other personal property used with or hereafter attached to said premises, and deemed fixtures, and a part of the real estate encumbered by this mortgage;

To secure the repayment to the Corporation the sum of TWO HUNDRED THIRTY THOUSAND DOLLARS loaned by the Corporation to said Mortgagor, together with interest thereon, and taxes, assessments, liens, insurance premiums and repairs upon the premises above described, in accordance with the By-Laws of the Corporation and the provisions of two certain Promissory Notes, of May 8, 2009, executed by said Mortgagor to the Corporation, and all other indebtedness (including principal, interest, and authorized charges), of whatever kind or character that Mortgagor now or hereafter owes the Corporation, whether evidenced by note, overdraft, endorsement, surety agreement, guaranty, or otherwise, including funds hereafter advanced by the Corporation to Mortgagor for Mortgagor's benefit, including all renewals, extensions, increases, decreases, consolidations, or rearrangements of any of the foregoing.

The said Mortgagor, for itself, its heirs, executors, administrators, successors and assigns, covenants and agrees to repay the Corporation the above principal sum and all other sums herein mentioned and referred to, and to perform each and every covenant contained in said promissory note and herein contained.

In the event title to said premises becomes vested in persons other than Mortgagor, the Corporation may deal with such successor in interest with respect to this Mortgage and the Note secured thereby, without in any manner vitiating or discharging Mortgagor's liability thereunder.

Upon default in the payment of any sums of money herein mentioned, or the performance of any of the covenants and agreements provided for in this Mortgage or in said Promissory Note or any evidence of indebtedness secured hereby, and upon the continuance of such default for a period of (2) months, or upon the institution of any legal proceedings to enforce a mechanic's lien or other lien upon said premises, then, and in any of such events, the entire indebtedness secured hereby shall, at the option of the Corporation, and without notice or demand, immediately become due and payable, and this Mortgage may be foreclosed and said premises sold pursuant to the statute in such case made and provided, and the Mortgagor does hereby empower and authorize the Corporation, its successors and assigns, to grant, bargain, sell and convey said premises with the appurtenances, at public auction, and convey the same to purchaser thereof, and out of the proceeds of such sale to retain all sums due hereunder, including the costs and expenses of such sale, and the attorney fees provided by statute, rendering the surplus of money, if any, to said Mortgagor, its representatives or assigns.

The singular herein shall include the plural and the masculine shall include the feminine and neuter.

WITNESS the hand and seal of the Mortgagor this 26<sup>th</sup> day of May, 2009.

In the presence of:

EPSILON OMICRON HOUSE  
CORPORATION OF KAPPA DELTA  
SORORITY, INC. A FLORIDA  
CORPORATION

Mildred M. Crenshaw  
witness #1 CH Hodson

Wendy Hodson  
Print Name witness #2

Jackie Hill

AKA Jacqueline Hill  
Print Name

by: Jackie Hill  
Jackie Hill, President

STATE OF FLORIDA       )  
                                      ) ss.  
COUNTY OF ORANGE    )

Subscribed and sworn to before me this 27 day of May, 2009, by Jackie Hill, president, on behalf of Epsilon Omicron House Corporation of Kappa Delta Sorority, Inc. executed on its behalf pursuant to a resolution by its Board of Directors.

My commission expires:

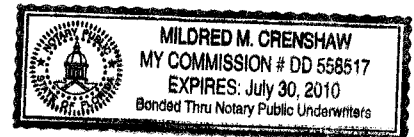
Personally known \_\_\_\_\_; OR

Produced identification \_\_\_\_\_;

Identification produced:  
\_\_\_\_\_

[Signature]  
Notary Public

Mildred M. Crenshaw



SAE8101

PLEASE RETURN TO:  
FLA. DEPT. OF TRANSPORTATION  
DIST BUREAU OF RIGHT OF WAY  
719 S. WOODLAND BOULEVARD  
DELAND, FL 32720

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

EASEMENT

3225218 ORANGE CO. FL.  
12:02:20PM 04/05/89

Easement No. 28221

DR4069PG2509

THIS INDENTURE, Made and entered into this 18th day of  
January, 1989, between the BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting  
pursuant to its authority set forth in Section 253.03, Florida  
Statutes, hereinafter referred to as "GRANTOR", and STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as  
"GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described  
property, constituting property used and possessed by the Florida  
Board of Regents under Lease No. 2721, for which agency has  
agreed to the proposed use of this land under this instrument,  
and

WHEREAS, GRANTEE desires an easement across the hereinafter  
described real property for the construction and maintenance of a  
state road for public road right of way.

NOW THEREFORE, GRANTOR, for and in consideration of mutual  
covenants and agreements hereinafter contained, has granted, and  
by these presents does grant a non-exclusive easement unto  
GRANTEE over and across the following described real property in  
Orange County, Florida to-wit:

(See Exhibit A Attached)

Subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities  
and obligations herein shall be exercised by the Division of  
State Lands, Department of Natural Resources pursuant to Chapter  
18-2, Florida Administrative Code and applicable delegations of  
authority.

2. TERM: The term of this easement shall be for a period  
of fifty (50) years commencing on October 30, 1988 and ending on  
October 30, 2038, according to the terms and conditions specified

DONATION

Acc Fee \$  
Add Fee \$  
Doc Tax \$  
Int Tax \$  
Total \$  
By W. J. [Signature]  
Deputy Clerk  
C. J. [Signature]  
Orange County  
4/5/89

in this easement unless otherwise terminated pursuant to the provisions of this easement.

3. USE: This easement shall be limited to the construction and maintenance of State Road 434 (Alafaya Trail) upon and across the described property during the term of this easement.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written approval of GRANTOR. Any assignment granted either in whole or in part without the prior written approval of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. OTHER USES OF PROPERTY: This easement shall be non exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

7. EXPIRATION: GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

8. CLEARING AND DISPOSAL OF BRUSH: GRANTEE agrees to dispose of, to the satisfaction of GRANTOR all brush and refuse resulting from the clearing of the land for the use authorized hereunder. If timber is removed in connection with clearing the right-of-way for this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR.

9. SITE RESTORATION: Upon termination of this easement GRANTEE agrees to restore the lands over which this easement is granted to substantially the same condition as existed on the date of execution of this easement.

10. MAINTENANCE: GRANTEE shall take all reasonable

precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit A during the term of this easement.

11. USE OF WATER: GRANTEE agrees that water shall not be removed from any source on this easement, including, but not limited, to a water course, reservoir, spring, or well, without the prior written approval of GRANTOR.

12. REMOVAL OF DEBRIS: GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris.

13. DISPOSAL OF CONTAMINATING FLUIDS: GRANTEE agrees that it shall not dispose of any contaminating fluids including, but not limited to, chemicals or other agents produced or used in its operations on the easement or on any adjacent state land or in any manner not permitted by law.

14. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida, the United States or of any political subdivision or agency thereof, which may be required for the uses granted herein.

15. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State.

16. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: GRANTEE hereby covenants and agrees that fee title to the lands underlying this easement is owned by GRANTOR and that GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real

property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTEE therein.

17. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters above such lands or the air space thereabove.

19. DUPLICATE ORIGINALS: This easement is executed in duplicate originals each of which for all purposes shall be considered an original.

20. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties. It shall not be changed or terminated orally. The provisions of this easement are not severable. This easement shall not be amended without the prior written approval of GRANTOR, and any amendment not approved in writing by GRANTOR and executed with the same formality as this easement shall be void and without legal effect.

21. TIME: Time is expressly declared to be the essence of this easement.

22. LIABILITY: GRANTEE agrees to assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement; or arising out of GRANTEE'S respective management programs or activities and to contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

23. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial records relating to this easement and

GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with GRANTEE'S operations on the easement. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

24. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE agrees to assume all responsibility for liabilities that accrue to this easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement during the effective period of this easement.

25. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

26. ASSENT TO EASEMENT AGREEMENT TERMS AND CONDITIONS: GRANTEE joins in this easement for the purpose of indicating its assent to all terms and conditions hereof, and agrees to be bound hereby.

27. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

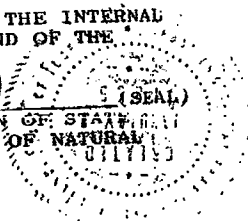
Sylvia Scott  
Witness  
Bernard Knight  
Witness

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

By: [Signature]

DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES

"GRANTOR"





STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Percy W. Harrison, Jr., as Director, Division of State Lands, Department of Natural Resources.

Verena R. Carter (SEAL)  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 14, 1992  
Bonded thru Fidelity Insurance Inc.

Approved as to Form and Legality

By: Ernest L. M. Clifton  
DNR/Attorney

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: Ben G. Watts (SEAL)

Its: District Secretary

"GRANTEE"

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19 day of December, 1988, by Ben G. Watts  
as District Secretary

Shirley J. Underhill (SEAL)  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPT 30, 1991  
POSTED IN - U. GENERAL ISS. ORD.

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

By: James S. Smith  
DISTRICT COUNSEL

This instrument prepared and  
legal description approved  
Date: December 13, 1988 By: ALICIA CREW  
City: Deland, Florida  
State of Florida  
Department of Transportation

PARCEL NO. 22.1R  
SECTION 75037-2501  
STATE ROAD 434 (Alafaya Trail)  
ORANGE COUNTY

Description of lands to be acquired by the Florida Department of Transportation as a perpetual right of way easement from the Trustees of the Internal Improvement Fund.

PARCEL NO. 22

SECTION 75037-2501

That part of:

The East 1/2 of the West 1/2 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof AND  
That part of the NW 1/4 lying East of Alafaya Trail, and that part of the NW 1/4 of the SW 1/4 (LESS the South 60 feet) lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East, Orange County, Florida

described as follows:

OR4069PG2515

Commence at the Southeast corner of the NW 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida; thence run South 89°57'44" West 1271.03 feet to the Easterly existing right-of-way line of State Road 434 (Alafaya Trail) for the POINT OF BEGINNING; thence North 0°37'07" East 1359.12 feet along said right-of-way line; thence South 89°22'53" East 11 feet; thence South 0°37'07" West 400 feet; thence South 89°22'53" East 14 feet; thence South 0°37'07" West 186.11 feet; thence South 85°53'13" East 229.23 feet; thence South 0°37'07" West 613.48 feet; thence South 18°50'03" West 352.52 feet; thence North 88°46'16" West 123.59 feet; thence South 01°13'44" West 758.73 feet; thence South 44°26'14" East 37.91 feet; thence North 89°53'33" East 15 feet; thence South 0°06'27" East 84.10 feet; thence South 89°53'33" West 18.20 feet; thence South 45°33'15" West 37.04 feet; thence South 01°13'44" West 1118.78 feet; thence South 01°03'42" East 200.16 feet; thence South 01°13'44" West 133.35 feet to the beginning of a curve concave Easterly having a radius of 11,394.16 feet and a chord bearing of South 01°08'25" West; thence Southerly along the arc of said curve through a central angle of 0°10'37" a distance of 35.20 feet for the end of said curve; thence South 59°24'26" East 60.17 feet; thence South 14°50'21" East 110 feet; thence South 50°49'01" West 90.15 feet to the beginning of a curve concave Easterly having a radius of 11,382.16 feet and a chord bearing of South 0°0'51" East; thence Southerly along the arc of said curve through a central angle of 0°10'53" a distance of 36.04 feet for the end of said curve; thence South 0°06'17" East 263.72 feet; thence South 03°02'51" West 152.95 feet to the beginning of a curve concave Westerly having a radius of 1974.81 feet and a chord bearing of South 03°57'46" West; thence Southerly along the arc of said curve through a central angle of 01°57'43" a distance of 67.62 feet for the end of said curve; thence South 88°03'19" East 20 feet; thence South 2°14'55" West 20.21 feet; thence North 87°26'52" West 20 feet to the beginning of a curve concave Westerly having a radius of 1886.08 feet and a chord bearing of South 03°52'07" West; thence Southerly along the arc of said curve through a central angle of 02°37'58" a distance of 86.67 feet for the end of said curve; thence South 49°43'12" East 59.25 feet; thence South 06°54'03" West 90 feet; thence South 64°47'36" West 60.44 feet to the beginning of a curve concave Westerly having a radius of 1886.08 feet and a chord bearing of South 13°31'24" West; thence Southerly along the arc of said curve through a central angle of 07°16'23" a distance of 239.42 feet for the end of said curve; thence South 17°09'36" West 901.74 feet to the beginning of a curve concave Easterly having a radius of 1838.08 feet and a chord bearing of South 16°08'03" West; thence Southerly along the arc of said curve through a central angle of 2°03'00" a distance of 65.82 feet for the end of said curve; thence South 74°53'30" East 355.16 feet; thence South 30°56'43" West 400.31 feet; thence South 16°05'43" West 223.83 feet; thence South 34°25'01" East 347.19 feet; thence South 0°12'06" East 553.38 feet; thence South 73°09'50" West 99.54 feet; thence South 16°50'15" East 124.66 feet; thence South 32°12'26" West 38.14 feet; thence South 16°50'10" East 204.50 feet to the beginning of a curve concave Westerly

Exhibit "A"

Page 7 of 8

Easement No. 28221

SEC. 75037-2501

S.R. 434

ORANGE CO.

SH.16

having a radius of 1970.86 feet and a chord bearing of South 16°31'13" East; thence Southerly along the arc of said curve through a central angle of 0°37'54" a distance of 21.73 feet for the end of said curve; thence North 89°30'17" West 22.92 feet to the Easterly existing right-of-way line of State Road 434; thence North 16°50'10" West along said right-of-way line 914.20 feet to the beginning of a curve concave Easterly having a radius of 1860.08 feet and a chord bearing of North 0°09'43" East; thence Northerly along the arc of said curve through a central angle of 33°59'46" a distance of 1103.66 feet for the end of said curve; thence North 17°09'36" East 860.21 feet to the beginning of a curve concave Westerly having a radius of 1960.08 feet and a chord bearing of North 08°31'40" East; thence Northerly along the arc of said curve through a central angle of 17°15'53" a distance of 590.62 feet for the end of said curve; thence North 0°06'17" West 494.47 feet to the beginning of a curve concave Easterly having a radius of 5679.05 feet and a chord bearing of North 0°14'20" East; thence Northerly along the arc of said curve through a central angle of 0°41'13" a distance of 68.08 feet for the end of said curve; thence North 89°30'37" East 0.50 feet; thence North 01°12'06" East 626.49 feet; thence North 01°12'47" East 2040.20 feet to the Point of Beginning.

CONTAINING 17.431 Acres, more or less.

OR4069PG2516

# SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP, CONSISTING OF SHEETS 1 THROUGH 17, IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED FOR THE DEPARTMENT OF TRANSPORTATION UNDER THE DIRECTION OF JACK V. CARPER, JR., FLORIDA REGISTERED LAND SURVEYOR NO. 3598, AND CERTIFIED IN FIELD BOOKS NO. 1027880 AND 1035715, SAID SURVEY BEING COMPLETED MARCH, 1987. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS MAP IS TRUE AND ACCURATE AND MEETS THE MINIMUM TECHNICAL REQUIREMENTS FOR SPECIFIC PURPOSE SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

W.C. Spears  
W. C. SPEARS  
FLORIDA REGISTERED LAND SURVEYOR NO. 3279  
719 SOUTH WOODLAND BLVD.  
DELAND, FLORIDA  
DATE: 12-20-88

RECORDED & RETURNED  
Martha R. Rhymer  
County Comptroller, Orange Co., FL

NOT VALID UNLESS SIGNED AND SEALED

SEC.75037-2501  
S.R.434  
ORANGE CO.

Exhibit "A"  
Page 8 of 8  
Easement No. 28221

SH17

PLEASE RETURN TO  
CLERK OF THE COURT  
COUNTY OF ORANGE  
FLORIDA  
No 93

ATE8101

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

AMENDMENT TO EASEMENT NUMBER 28221

THIS EASEMENT AMENDMENT is entered into this 19<sup>th</sup> day of April, 1993, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "GRANTOR", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "GRANTEE";

4460946 ORANGE CO. FL.  
05/13/93 09:55:27am

W I T N E S S E T H

WHEREAS, GRANTOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on January 18, 1989, GRANTOR and GRANTEE entered into Easement No. 28221;

OR4562 PG0459

WHEREAS, GRANTOR and GRANTEE desire to amend the easement to add land to the easement property;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the easement premises set forth in Exhibit A of Easement No. 28221 is hereby amended to include the real property described in Exhibit A attached hereto and by reference made a part hereof.

2. It is understood and agreed by GRANTOR and GRANTEE that in each and every respect the terms of the Easement No. 28221 except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by GRANTOR and GRANTEE.

Rec Fee \$ 13.00 COUNTY OF ORANGE  
Add Fee \$ 2.00  
Doc Tax \$ 0.00  
Int Tax \$ 0.00  
Total \$ 15.00 No 93  
Deputy Clerk

IN WITNESS WHEREOF, the parties have caused this Easement Amendment to be executed on the day and year first above written.

Seller Jefferson  
Witness

\_\_\_\_\_  
Witness

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

By: Daniel T. Crabb (SEAL)  
CHIEF, BUREAU OF LAND  
MANAGEMENT SERVICES, DIVISION  
OF STATE LANDS, DEPARTMENT OF  
NATURAL RESOURCES

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
19th day of April, 1993 by Daniel T. Crabb,  
who is/are personally known to me and who did (did not) take an  
oath.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 22, 1993  
Bonded thru Kelly's Insurance Inc.

Sylvia Scott  
Notary Public, State of Florida  
Printed, typed or stamped name:

Sylvia Scott  
Commission No. 693465  
(Serial Number, if any)

Approved as to Form and Legality

By: William C. Robinson  
DNR Attorney

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

By: David H. [Signature]

Its: DIRECTOR OF PRODUCTION (SEAL)

"GRANTEE"

Daniel E. [Signature]  
Witness

Frank J. Brantley  
Witness

STATE OF FLORIDA  
COUNTY OF ~~ORANGE~~  
VOLUSIA

The foregoing instrument was acknowledged before me this  
31st day of April, 1993 by R. H. CERTELLOU,  
who is/are personally known to me and who did (did not) take an  
oath.

My Commission Expires:



NANCY J. LANDRY  
MY COMMISSION EXPIRES  
May 29, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Nancy J. Landry  
Notary Public, State of Florida  
Printed, typed or stamped name:

\_\_\_\_\_  
(Serial Number, if any)

OR 4562 PG 0460

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

BY: Carol S. [Signature]  
DISTRICT COUNSEL

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL NO. 800

SECTION 75037-2504

THAT PART OF:

Sovereign lands of the State of Florida that lie within  
Section 3, Township 22 South, Range 31 East, being East  
of State Road 434 (Alafaya Trail), ORANGE COUNTY,  
FLORIDA,

DESCRIBED AS FOLLOWS:

Commence at a 1 1/4" iron pipe NO# marking the North 1/4 corner of  
Section 3, Township 22 South, Range 31 East, Orange County,  
Florida; thence South 00°41'44" West, along the East line of the  
Northwest 1/4 of said Section 3, a distance of 65.12 feet to the  
existing South right-of-way line of McColloch Road; thence South  
89°45'51" West, along said existing South right-of-way line a  
distance of 1236.55 feet, to the POINT OF BEGINNING; thence,  
departing said existing South right-of-way line, South 41°39'35"  
West, a distance of 33.00 feet; thence South 00°37'41" West, a  
distance of 165.60 feet; thence North 89°22'19" West, a distance of  
2.28 feet; thence South 03°38'10" West, a distance of 186.32 feet;  
to a point of intersection with a non-tangent curve, concave  
Easterly, having a radius of 11397.00 feet, and a chord bearing  
South 00°28'16" East; thence Southerly along the arc of said curve  
through a central angle of 00°43'38", a distance of 144.65 feet;  
thence South 00°50'05" East, a distance of 412.55 feet; to a point  
of curvature of a tangent curve concave Westerly, having a radius  
of 11521.00 feet, and a chord bearing South 00°11'49" East; thence  
Southerly along the arc of said curve through a central angle of  
01°16'33", a distance of 256.52 feet to the point of intersection  
with a non-tangent line; thence South 89°33'33" East, a distance of  
2.00 feet; to a point of intersection with a non-tangent curve,  
concave Westerly, having a radius of 11523.00 feet, and a chord  
bearing South 00°32'04" West; thence Southerly along the arc of  
said curve through a central angle of 00°11'14", a distance of  
37.66 feet; thence South 00°37'41" West, a distance of 189.28 feet;  
thence South 40°53'22" East, a distance of 53.42 feet; thence South  
89°57'29" East, a distance of 10.54 feet; thence South 00°00'54"  
East, a distance of 172.18 feet to a jog line in the existing East  
right-of-way line of State Road 434; thence North 85°53'49" West,  
along said jog line, a distance 46.21 feet to the existing East  
right-of-way line of State Road 434; thence North 00°36'30" East,  
along said existing East right-of-way line, a distance of 186.11  
feet; thence North 89°23'29" West, a distance of 14.00 feet; thence  
North 00°36'30" East, a distance of 400.00 feet; thence North  
89°23'26" West, a distance of 11.00 feet, thence North 00°36'30"  
East, a distance of 1039.60 feet to a point of intersection between  
the said East right-of-way line and the existing South right-of-way  
line of McColloch Road; thence North 89°45'51" East, along said  
existing South right-of-way line, a distance of 38.47 feet, to the  
POINT OF BEGINNING;

Containing 0.602 acres, more or less.

OR4562 PG0461

MAR 05 1990

OAE8101

3528479 ORANGE CO. FL.  
10:25:40am 06/05/90

OR 4199 PG0667

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

TEMPORARY EASEMENT

Easement No. 28330

THIS INDENTURE, made and entered into this 24th day of May, 1990, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and ORANGE COUNTY, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Board of Regents under Lease No. 2721; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the temporary construction and maintenance of a road.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive temporary easement unto GRANTEE over and across the following described real property in Orange County, Florida, to-wit:

(See Exhibit A Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Natural Resources.

2. TERM: The term of this easement shall be for a period of five (5) years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this easement.

REC'D BY: MARTHA O. HAYNE, Orange County  
Add'l Fee: \$4.00  
Doc Tax: \$0.35  
Int Tax: \$0.00  
Total: \$33.55  
By: [Signature] Deputy Clerk

RETURN TO CLERK TO BCC - 5th FLOOR COUNTY ADMINISTRATION BUILDING - JEANENE

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the temporary construction and maintenance of a road upon and across the property described in Exhibit A during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit A during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.



If the lands described in Exhibit A are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement to the extent provided by law.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has

been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. DUPLICATE ORIGINALS: This easement is executed in duplicate originals each of which shall be considered an original for all purposes.

14. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

15. TIME: Time is expressly declared to be of the essence of this easement.

16. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement,

pursuant to Chapter 119, Florida Statutes.

17. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

18. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR upon thirty (30) days prior written notice to GRANTEE when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys fees.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

Virginia S. Curry  
Witness  
Kelly Johnson  
Witness

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

By: [Signature] (SEAL)  
DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES

"GRANTOR"

DR4:189 PG0671

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of May, 1990, by Percy W. Mattison Jr., as Director, Division of State Lands, Department of Natural Resources.

Jeressa R. Chiles (SEAL)  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 14, 1992  
Accept, I am, Not Valid: Signature Not

Approved as to Form and Legality

By: James M. Cull  
DNE Attorney

JR4:189 PG0672

James M. Cull  
Witness  
James M. Cull  
Witness

BOARD OF COUNTY COMMISSIONERS OF  
ORANGE COUNTY, FLORIDA

By: Bill Dore (SEAL)  
its Vice Chairm.

"GRANTEE"

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of March, 1990, by Bill Dore as Vice Chairman, Board of County Commissioners, Orange County, Florida.

Ray S. Folsom (SEAL)  
NOTARY PUBLIC

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES, MAR 26, 1992  
BONDED THRU NOTARY PUBLIC, SUB GRANTEES

FOR THE USE AND RELIANCE  
OF ORANGE COUNTY ONLY  
APPROVED AS TO FORM

Shirley L. Parnell 1990  
Shirley L. Parnell  
CEL D. PARNELL  
ASSISTANT COUNTY CLERK

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

The South 25 feet of the North 45 feet of the East 3/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, less the West 56 feet and the North 40 feet for right of way. ALSO: The South 25 feet of the North 45 feet of the West 1/2 of Section 2, Township 22 South, Range 31 East, Orange County, Florida, less the North 40 feet for right of way, all being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being the centerline intersection of Alafaya Trail and McCulloch Road; run thence South 89°55'34" East along the North line of the said Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 56.00 feet; thence run South 00°56'06" West parallel with the West line of the said Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 60.00 feet to the Point of Beginning; thence South 89°55'34" East parallel with the said North line of the Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 1269.41 feet; thence North 89°59'52" East 60 feet South of and parallel with the North line of the Northeast 1/4 of said Section 3 a distance of 2649.15 feet; thence North 89°56'13" East 60 feet South and parallel with the North line of the aforesaid West 1/2 of Section 2, a distance of 1666.32 feet; thence South 00°03'47" East a distance of 25.00 feet; thence South 89°56'13" West 85 feet South of and parallel with the aforesaid North line of the West 1/2 of Section 2, a distance of 1666.34 feet; thence South 89°59'52" West 85 feet South of and parallel to the aforesaid North line of the Northeast 1/4 of Section 3, a distance of 2649.18 feet; thence North 89°55'34" West 85 feet South of and parallel with the aforesaid North line of the Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 1269.80 feet to the East right of way line of Alafaya Trail; thence North 00°56'06" East along said right of way line a distance of 25.00 feet to the Point of Beginning.

A portion of the Northwest 1/4 of Section 2, Township 22 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Section 2 and run S 89°11'38" E along the North line of the Northwest 1/4 of said Section 2 for a distance of 1666.29 feet; thence run S 00°48'22" W for a distance of 60.00 feet to the Point of Beginning; thence continue S 00°48'22" W for a distance of 25.00 feet; thence run S 89°11'38" E for a distance of 172.54 feet; thence run S 00°48'22" W for a distance of 25.00 feet; thence run S 89°11'38" E for a distance of 175.00 feet; thence run N 00°48'22" E for a distance of 25.00 feet; thence run S 89°11'38" E for a distance of 640.40 feet; thence run N 00°32'45" E along the East line of said Northwest 1/4 for a distance of 25.00 feet; thence run N 89°11'38" W along the South line of the North 60.00 feet of said Northwest 1/4 for a distance of 229.78 feet; thence run S 00°48'22" W for a distance of 20.00 feet; thence run N 89°11'38" W for a distance of 20.00 feet; thence run N 00°48'22" E for a distance of 20.00 feet; thence run N 89°11'38" W for a distance of 403.00 feet; thence run S 00°48'22" W for a distance of 25.00 feet; thence run N 89°11'38" W for a distance of 150.00 feet; thence run N 00°48'22" E for a distance of 25.00 feet; thence run N 89°11'38" W for a distance of 185.04 feet to the Point of Beginning.

DR 4139 PG0673

RECORDED & INDEXED  
Martha C. Haynie  
County Comptroller, Orange Co., FL