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ORANGE

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

EASEMENT

PLEASE RETURN TO:
FDOT / RIGHT OF WAY MS 1-551
719 S. WOODLAND BLVD.
DELAND, FL 32720-6834
ATTN.: MARILYN LONG

Easement Number 30952

THIS EASEMENT, made and entered into this 30th day of September, 2002, 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 real property which is managed by the FLORIDA BOARD OF EDUCATION, successor in interest to FLORIDA BOARD OF REGENTS, under Lease Number 2721 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property 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 Environmental Protection.
2. TERM: GRANTOR does hereby grant to the GRANTEE an easement for as long as the Easement is used and maintained for public

road right-of-way. If this easement is ever abandoned for public road right-of-way, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of State Road Number 434 upon and across the property described in Exhibit "A" during the term on 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 easement, the net proceeds 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 watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. 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. GRANTEE, its agents, successors, or assigns, shall not dispose of any

contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, 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. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

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 herein 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. 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.

7. 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.

8. 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.

9. 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.

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

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

12. LIABILITY: GRANTEE shall 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 shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. GRANTEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of GRANTEE, and its officers, employees, and agents.

13. 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.

14. 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.

15. RECORDING OF EASEMENT: The grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the grantor within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. book and pages at which the easement is recorded. Failure to



comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the Grantor.

16. AUTOMATIC REVERSION: This easement is subject to 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.

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

18. 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.

19. SPECIAL CONDITIONS: The following special conditions shall apply to this easement: None.



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

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

Sherika M. Hubbard
Witness
Sherika M. Hubbard
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of September, 2002, by Gloria C. Nelson as operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, acting as an agent on for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Florence L. Davis
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Florence L. Davis
MY COMMISSION # CC974560 EXPIRES
October 11, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Approved as to Form and Legality

By: [Signature]
DEP Attorney



STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

Nancy Landry
Witness

NANCY LANDRY
Print/Type Witness Name

Linda S. Underhill
Witness

Linda S. Underhill
Print/Type Witness Name

By: [Signature] (SEAL)

Michael Snyder
Print/Type Name

Title: District Secretary

"GRANTEE"

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this
23 day of Sept., 2002, by Michael Snyder as
District Secretary of State of Florida Department of
Transportation. He/she is personally known to me or produced
as identification.

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC - STATE OF FLORIDA
LINDA S. UNDERHILL
COMMISSION # CC846990
EXPIRES 9/30/2003

Print/Type Notary Name

Commission Number:

Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT

A tract of land lying in Section 10, Township 22 South,
Range 31 East being more particularly described as follows:

Commence at the East 1/4 Corner of Section 10, Township 22 South, Range 31 East, thence along the East-West center Section Line of said Section 10, S 88°57'33" W for a distance of 4263.52 feet to the East Right-of-Way line of State Road 434/Alafaya Trail as shown on Florida Department of Transportation Right-of-Way Map Section 7537-2501 Sheets 9 and 10; thence along said East Right-of-Way the following four courses and distances; N 10°05'43" E for a distance of 200.32 feet; thence N 30°56'43" E for a distance of 400.31 feet; thence N 74°53'30" W for a distance of 355.16 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 1838.08 feet; thence from a tangent bearing of N 15°06'30" E continue along said Right-of-Way through a central angle of 01°18'36" for a distance of 42.02 feet to the POINT OF BEGINNING; thence continue along said Right-of-Way and along the arc of said curve through a central angle of 00°44'30" for a distance of 23.80 feet to the point of tangency; thence N 17°09'36" E for a distance of 518.00 feet; thence departing said Right-of-Way S 72°50'24" E for a distance of 28.00 feet; thence S 17°09'36" W for a distance of 175.00 feet; thence N 72°50'24" W for a distance of 17.45 feet; thence S 17°09'36" W for a distance of 311.39 feet; thence S 27°47'16" W for a distance of 56.37 feet to the POINT OF BEGINNING.

Containing 8480.46 Sq.Ft. or 0.195 Acres, more or less.