

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# **45222**

OAE1
[**0.01** acres +/-]

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

EASEMENT

Easement Number 33479

THIS EASEMENT, made and entered into this 22nd day of July, 2022 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 RESEARCH AND DEVELOPMENT AUTHORITY**, a research and development authority organized and existing pursuant to Sections 159.701-159.7095, Florida Statutes, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by The University of Central Florida Board of Trustees, under Lease Number **2721** ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for construction, operation and maintenance of an underground potable water interconnect line; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

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

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

- DELEGATIONS OF AUTHORITY:** GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
- TERM:** The term of this easement shall be for a period of fifty years commencing on July 22, 2022, and ending on July 21, 2072, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to construction, operation and maintenance of an underground potable water interconnect line, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across 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 Easement Area 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 Easement Area and adjacent land 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, its agents, successors, or assigns, 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. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

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. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall it be construed as a waiver of any defense the parties may have under such statutes, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

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 State of Florida 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 there above.

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

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

15. **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.

16. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all the following liabilities that accrue to the Easement Area or to the improvements thereon: taxes of every kind; any and all drainage and special assessments; all mechanic's or materialman's liens; and any similar tax, assessment or lien which may be hereafter lawfully assessed and levied against this easement.

17. **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.

18. **RECORDING OF EASEMENT**: 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.

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.

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

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

WITNESSES:

Michele Stevens
Original Signature

Michele Stevens
Print/Type Name of Witness

Jay Sircy
Original Signature

Jay Sircy
Print/Type Name of Witness

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

[Signature] (SEAL)
BY:

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

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of July, 2022, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection for, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Audrey Michele Stevens
Notary Public/State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

Approved Subject to Proper Execution

By: [Signature] 06-09-2022
DEP Attorney Date

WITNESSES:

ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY,
a research and development authority organized and existing pursuant to Sections 159.701-159.7095, Florida Statutes (SEAL)

[Signature]
Original Signature

Tyler G. Kirby
Print/Type Name of Witness

[Signature]
Original Signature

Fred R. Kerrosan, Jr
Print/Type Name of Witness

BY: [Signature]
Joe Wallace, Executive Director

“GRANTEE”

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of JULY, 2022, by Joe Wallace, as Executive Director for and on behalf of the Orange County Research and Development Authority, a research and development authority organized and existing pursuant to Sections 159.701-159.7095, Florida Statutes. He is personally known to me or who has produced , as identification.

[Signature]
Notary Public, State of Florida

CYNTHIA J. SLOAN
Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.



[Signature] July 21, 2022
Approved as to Form and Legal Sufficiency Date

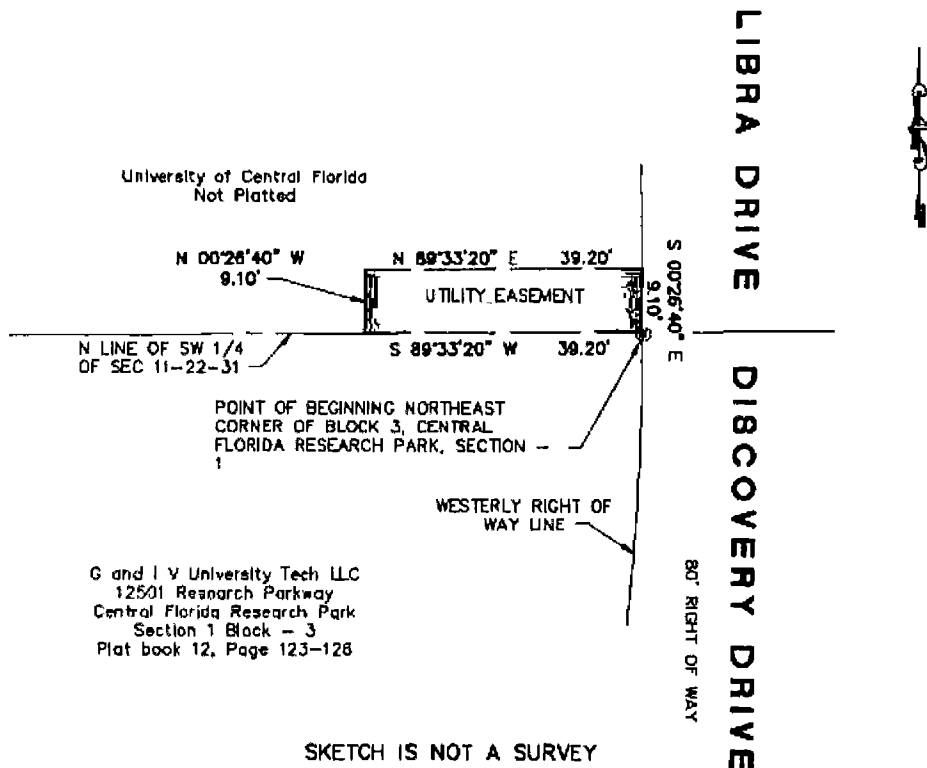
EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

LEGAL & SKETCH OF DESCRIPTION
 Estate: Utility Easement
 UCF (TIITF)


LEGAL DESCRIPTION:

Begin at the Northeast corner of Block 3, Central Florida Research Park Section - 1, as recorded in Plat Book 12, Page 123-126, Public records of Orange County, Florida. Thence run along the North line of Southwest 1/4 of Section 11, Township 22 South, Range 31 East, S 89°33'20" W for 39.20' to a point. Thence run N 00°28'40" W for 9.10' to a point. Thence run parallel to said North line of Southwest 1/4 N 89°33'20" E for 39.20' to a point. Thence run S 00°28'40" E for 9.10' to the Point of Beginning. Containing 357 sq. ft or 0.01 acres.




SKETCH IS NOT A SURVEY

BEARING ARE BASED ON THE NORTH LINE OF SW 1/4 OF SECTION 11-22-31 AS BEING S 89°33'20"W SECTION 11, TOWNSHIP 22 SOUTH, RANGE 31 EAST

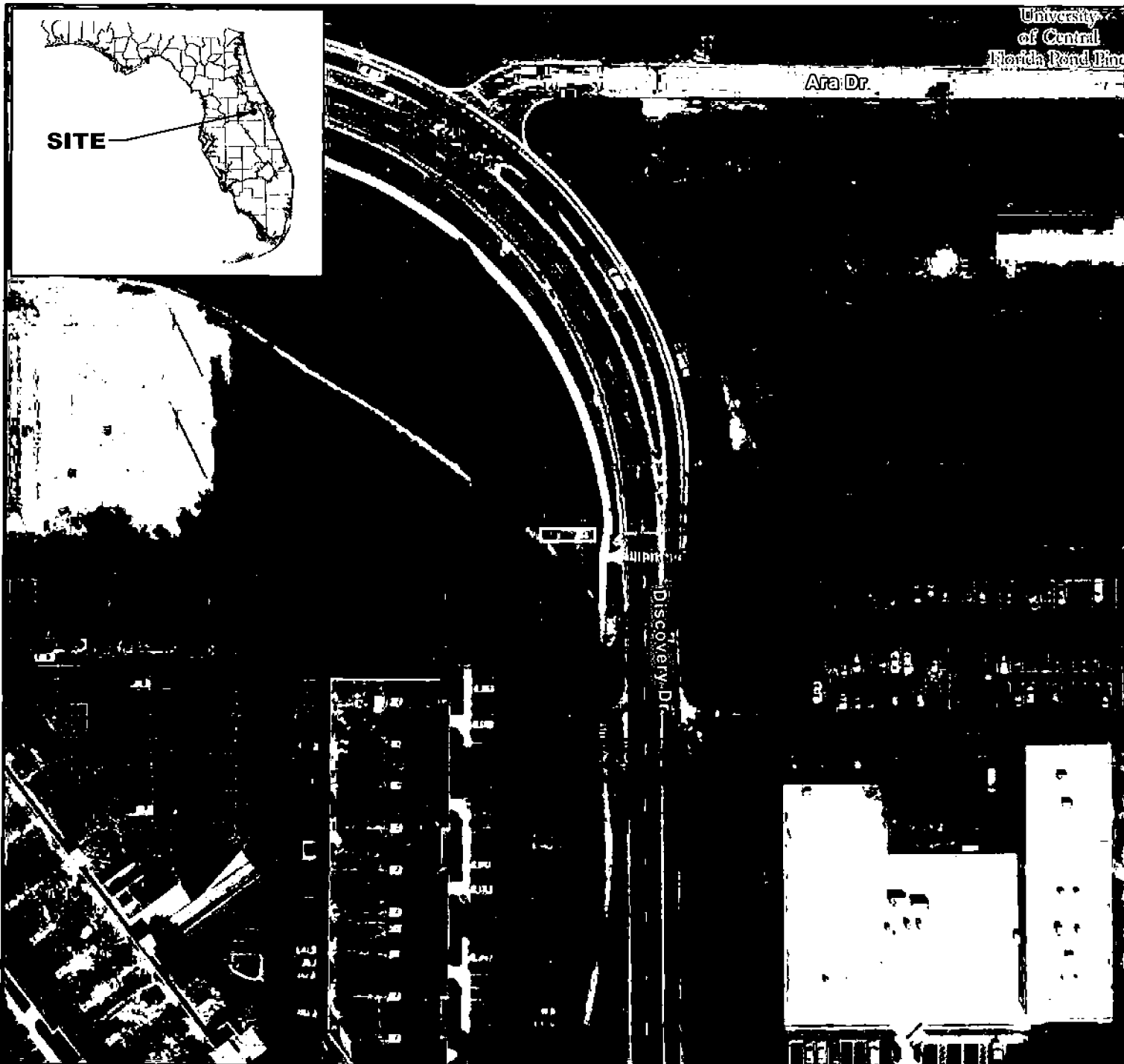

 PO Box 55886, Orlando, Florida 32856-0586
 Phone (407) 306-0804 Fax (407) 777-7482
 L34 0830
 civil and environmental
 engineering consultants
 since 1968

BSA *Angela*
 DATE: March 31, 2022

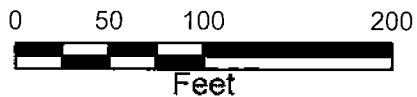

 Raymond A. Brach
 Not valid unless signed and sealed

DRAWN BY: <u>RAB</u>	CHECKED BY: <u>RAB</u>	REV.	PARCEL No. <u>03223100000005</u>	SHEET <u>1 OF 1</u>	DRAWING No. <u>80-04-EnvUCF</u>
DATE: <u>01/31/22</u>	DATE: <u>01/31/22</u>				

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Subject Parcel
 State Managed Conservation Lands



Easement No. 33479

Orange County, Florida