

Rec Fee: \$18.50

Deed Doc Tax: \$0.70

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

This Easement was prepared by:

Brad Richardson,

Bureau of Public Land Administration

Division of State Lands

Department of Environmental Protection, MS 130

3900 Commonwealth Boulevard,

Tallahassee, Florida 32399-3000

Easement No.: 33085

AID: 34712

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

EASEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida Corporation**, its licensees, agents, successors, and assigns, a non-exclusive easement for a period of fifty (50) years commencing on the date of execution, for the construction, installation, use, maintenance, inspection, repair, replacement and removal of natural gas transmission lines, within an easement ten (10) feet in width as depicted in the attached Exhibit "A" (the "Easement Area")

Together with the right of ingress and egress to said premises at all times, the right to clear the land and keep it cleared of all trees, undergrowth that may obstruct the electric distribution facilities within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of the electric distribution facilities; Provided, however, any allowed work within or around the Easement Area requires the prior coordination with the land manager.

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

WITNESSES:

David Lee Fewell

Original Signature

DAVE FEWELL

Print/Type Name of Witness

Brad Richardson

Original Signature

Brad Richardson

Print/Type Name of Witness

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

BY: Cheryl C. McCall (SEAL)

Cheryl C. McCall, 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

Date: August 23, 2017

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 23rd day of August, 2017, by Cheryl C. McCall, 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. She is personally known to me.

David Lee Fewell
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:
Commission/Serial No.

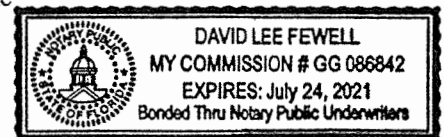
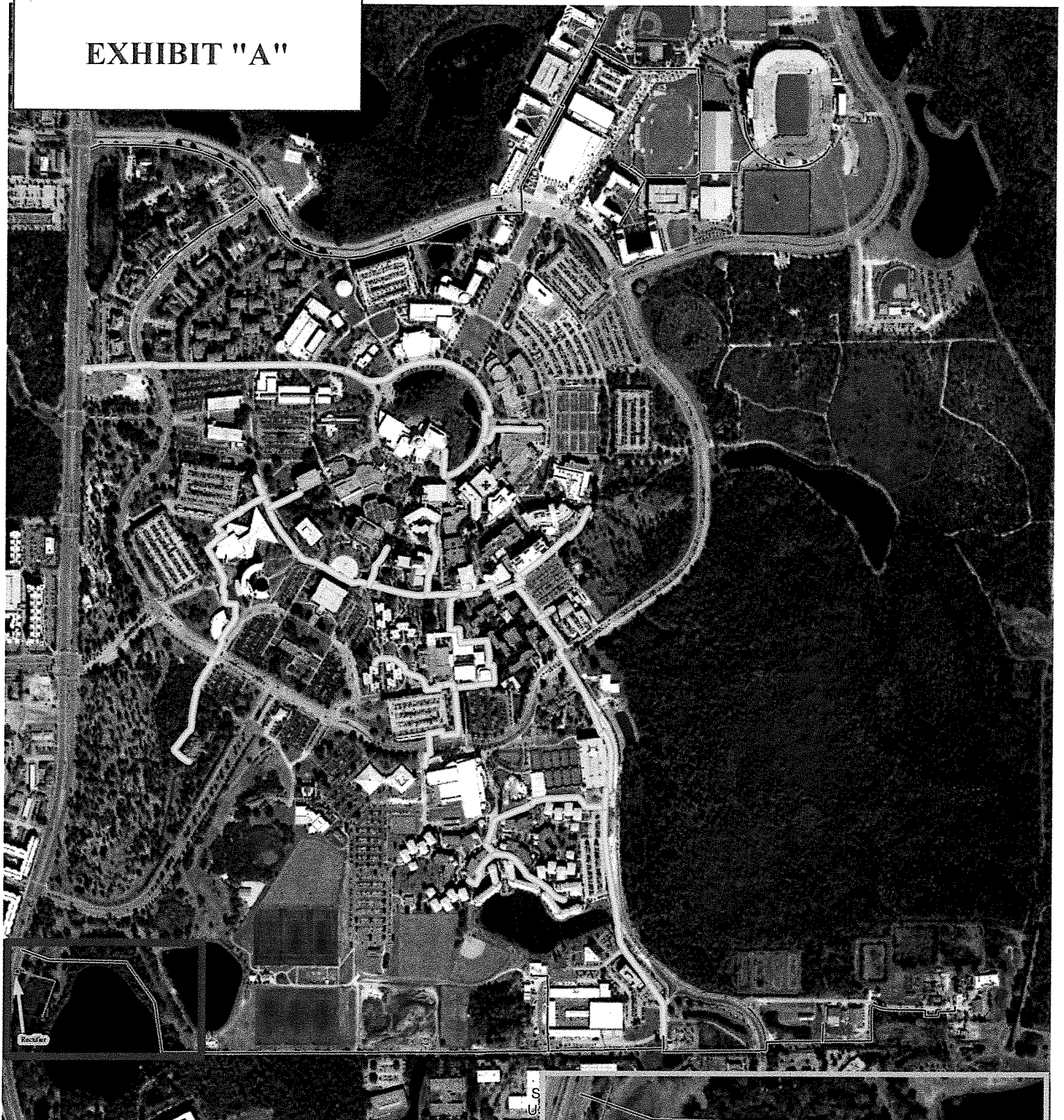
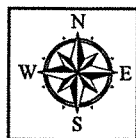


EXHIBIT "A"

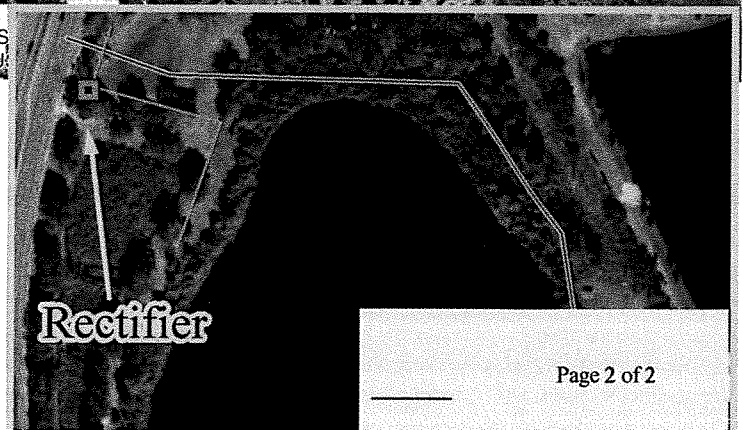


20170525544 Page 2 of 2

Within BOT Lease No. 2721
County: Orange
Sections 2, 3, 10, & 11, Twp 22S, Rge 31E



June 27, 2017
Shannon Ashworth
Utilities & Energy Services



Page 2 of 2



OAE1

MAR 26 2002 GG/HH

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

EASEMENT

Easement Number 30794

THIS INDENTURE, made and entered into this 3rd day of April
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 ORANGE
COUNTY, FLORIDA, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real
property, which is managed by the FLORIDA BOARD OF REGENTS under Lease Number
2721; and

WHEREAS, GRANTEE desires an easement across the hereinafter described
real property for installation and maintenance of a 24-inch water main; and

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

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: This easement shall terminate and all rights herein granted shall
automatically revert to GRANTOR when the easement area ceases to be used for
the purposes outlined in this instrument.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the
installation and maintenance of a 24-inch water main 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,

This Instrument Prepared By:
Sher King, Planner,
Bureau of Public Land Administration,
Division of State Lands,
Department of Environmental Protection

RETURN TO REAL ESTATE
MANAGEMENT DIVISION

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 watercourse, 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, 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 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. **LIABILITY:** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
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. **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 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.

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, including attorneys' fees.

18. 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.

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.

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name
Karen Davis
Witness
Florence Davis
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

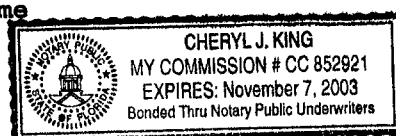
The foregoing instrument was acknowledged before me this 3rd day of
April, 2002, by Gloria C. Nelson, Operations and Management
Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, Florida Department of Environmental Protection, acting as an agent on
behalf of the Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Larry H. Hain
DEP Attorney



In Witness Whereof, this Easement is hereby executed in the County of Orange, State of Florida.

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: *Richard T. Crotty*
Richard T. Crotty, County Chairman

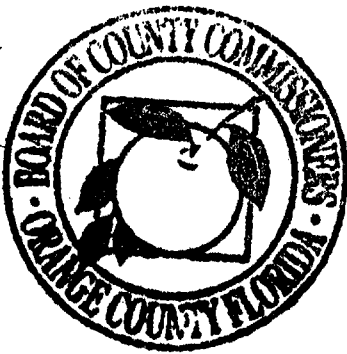
DATE: MAR 26 2002
"Sublessee"

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: *Rosilyn M. Stapleton*
Deputy Clerk

Rosilyn M. Stapleton

Printed Name



LEGAL DESCRIPTION:

A thirty foot wide Utility Easement lying fifteen feet each side of the following described centerline:

Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 22 South, Range 31 East, Orange County, Florida; thence run N 89° 33' 29" E along the South line of said Northwest 1/4 a distance of 568.43 feet; thence run N 00° 43' 42" W a distance of 22.66 feet for the Point of Beginning, said Point of Beginning also being designated as Reference Point "A"; thence run N 89° 09' 21" E a distance of 199.70 feet; thence run N 89° 59' 57" E a distance of 1191.23 feet to a point on the Northerly projection of a line that is 15.00 feet Easterly of, by perpendicular measure, and parallel with the West line of those lands described as Parcel 4, per Official Records Book 4703, Page 1802, Public Records of Orange County, Florida; thence run S 00° 13' 51" E along said parallel line a distance of 214.81 feet to a point on the South line of those lands described as said Parcel 4 and the Easterly terminus of the herein described centerline; thence returning to the aforesaid Reference Point "A", run N 62° 57' 12" W a distance of 364.89 feet; thence run N 81° 48' 00" W a distance of 162.96 feet to Reference Point "B"; thence run N 04° 23' 49" E a distance of 30.61 feet to the point of termination for the previously described centerline segment as described from said Reference Point "B"; thence returning to said Reference Point "B", run N 81° 48' 00" W a distance of 10.18 feet; thence run S 44° 04' 14" W a distance of 215.05 feet; thence run S 67° 41' 58" W a distance of 77.27 feet; thence run S 89° 03' 32" W a distance of 305.89 feet; thence run N 89° 04' 00" W a distance of 149.80 feet; thence run S 89° 01' 22" W a distance of 1558.71 feet; thence run N 00° 05' 19" E a distance of 416.70 feet; thence run N 00° 01' 59" E a distance of 301.04 feet; thence run N 11° 25' 16" W a distance of 27.67 feet; thence run N 00° 01' 59" E a distance of 578.71 feet; thence run N 53° 24' 34" W a distance of 96.82 feet; thence run N 61° 22' 21" W a distance of 27.59 feet; thence run N 77° 46' 16" W a distance of 105.96 feet; thence run N 70° 09' 10" W a distance of 102.54 feet to the beginning of a non-tangent curve concave Southwesterly and having a radius of 1309.44 feet; thence from a tangent bearing N 69° 55' 12" W run Northwesterly 346.03 feet along the arc of said curve through a central angle of 15° 08' 26" to the end of said curve from which a tangent line bears N85° 03' 38"W; thence run N 89° 56' 44" W a distance of 64.46 feet to the point of curvature of curve concave Northeasterly and having a radius of 399.92 feet; thence run Northwesterly 209.40 feet along the arc of said curve through a central angle of 30° 00' 00" to the end of said curve from which a tangent line bears N 59° 56' 44"W; thence run N 59° 55' 41" W a distance of 186.44 feet; thence run N 82° 43' 46" W a distance of 736.68 feet to a point on the West Right of Way line of Alafaya Trail for the Westerly terminus of the herein described centerline.

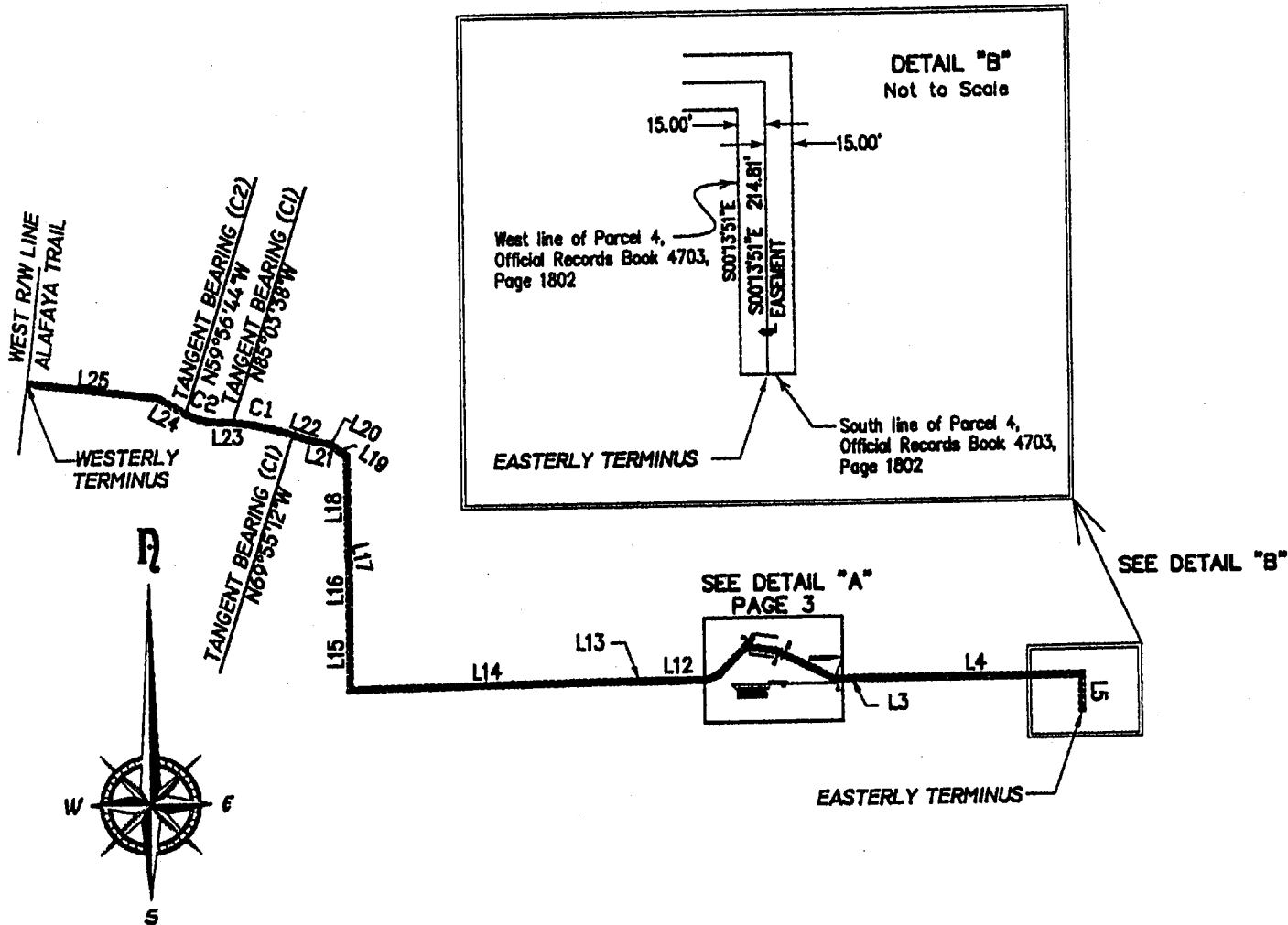
NOTES

- 1. Bearings are grid values based on the Florida State Plane Coordinate System, Zone East.
- 2. The legal description shown hereon was written at the request of the client, and the sketch of description shown hereon represents the boundaries of the lands encompassed by said description.

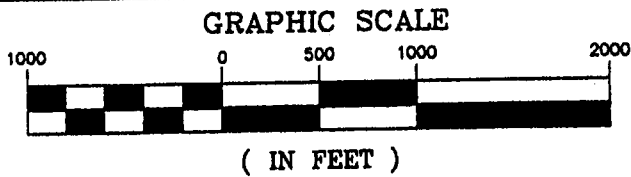
THIS IS NOT A SURVEY

		I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SKETCH AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYORS SET FORTH IN CHAPTER 61, §17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 47.07, FLORIDA STATUTES	
		Date April 12, 2001	Wm. Robert Myers, PLS 4384 NOT VALID WITHOUT EMBOSSED SEAL AND ORIGINAL SIGNATURE
JONES, HOECHST & ASSOCIATES, INC. Professional Surveyors and Mappers 130 South Park Avenue, Suite E Apopka, Florida 32703 Tel. (407)884-5512		SCALE: NOT APPLICABLE	DRAWING FILE: 1248SKUE
LB 6542		SKETCH OF DESCRIPTION ORANGE COUNTY, FLORIDA	
		JOB NUMBER: 1248	SHEET 1 OF 4

Exhibit A
Page 7 of 10
Easement No. 30794



THIS IS NOT A SURVEY



SCALE: 1" = 1000'

DRAWING FILE: 1248SKUE



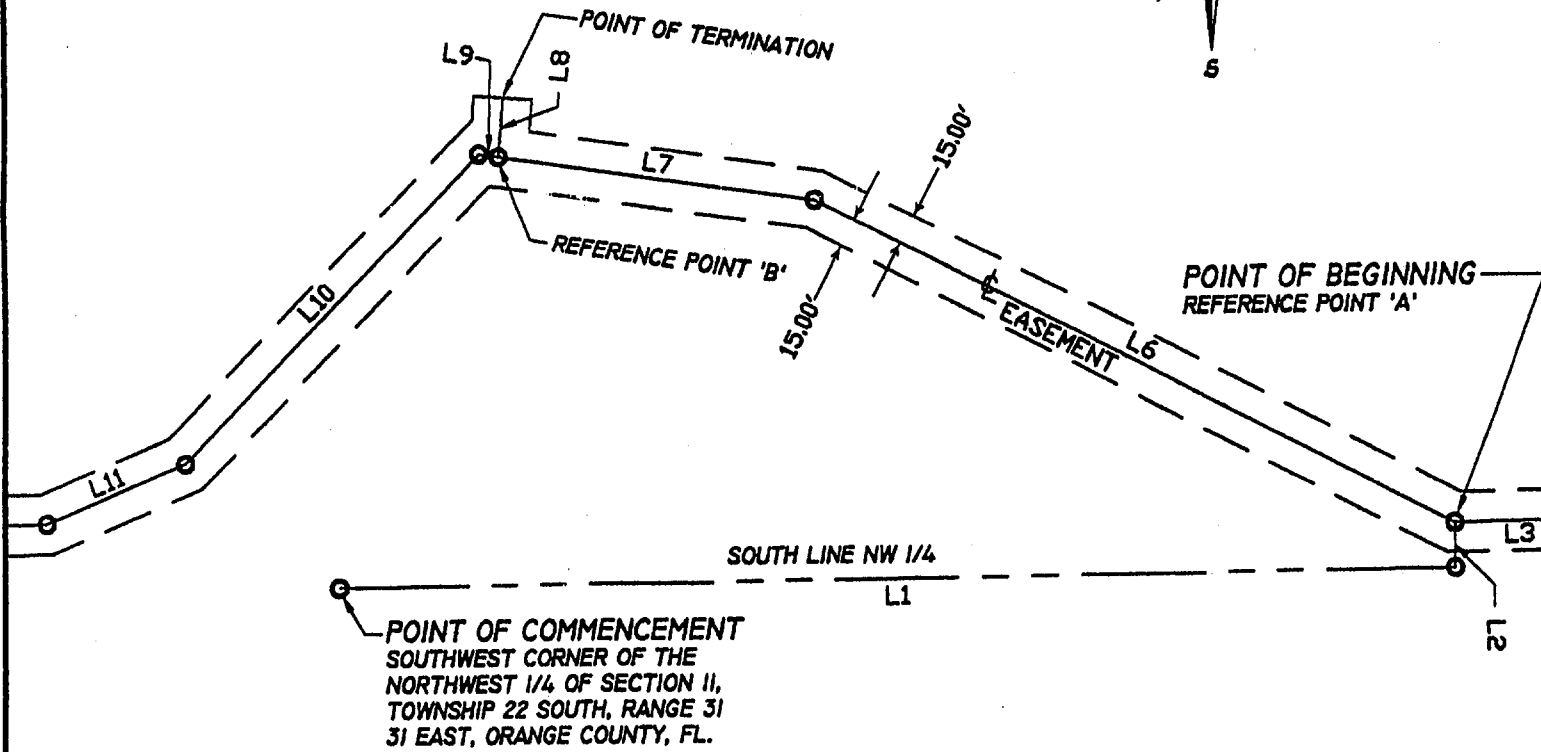
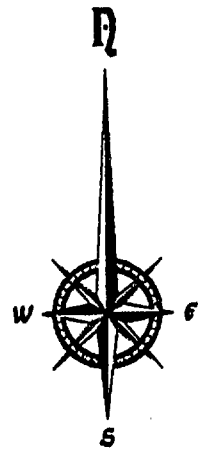
JONES, HOECHST & ASSOCIATES, INC.
Professional Surveyors and Mappers
130 South Park Avenue, Suite E
Apopka, Florida 32703
Tel. (407)884-5512

LB 6542

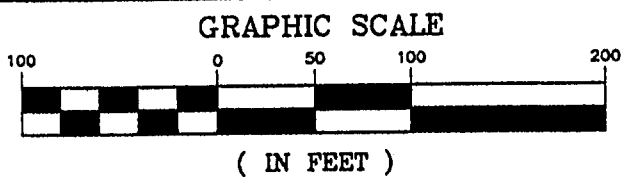
SKETCH OF DESCRIPTION
ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248

SHEET 2 OF 4



THIS IS NOT A SURVEY



DETAIL "A"

SCALE: 1" = 100'

DRAWING FILE: 1248SKUE



JONES, HOECHST & ASSOCIATES, INC.
Professional Surveyors and Mappers
130 South Park Avenue, Suite E
Apopka, Florida 32703
Tel. (407)884-5512

LB 6542

SKETCH OF DESCRIPTION
ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248

SHEET 3 OF 4

Exhibit A
Page 9 of 10
Easement No. 30794





LINE TABLE		
LINE	LENGTH	BEARING
L1	568.43'	N89°33'29"E
L2	22.66'	N00°43'42"W
L3	199.70'	N89°09'21"E
L4	1191.23'	N89°59'57"E
L5	214.81'	S00°13'51"E
L6	364.89'	N62°57'12"W
L7	162.96'	N81°48'00"W
L8	30.61'	N04°23'49"E
L9	10.18'	N81°48'00"W
L10	215.05'	S44°04'14"W
L11	77.27'	S67°41'58"W
L12	305.89'	S89°03'32"W
L13	149.80'	N89°04'00"W
L14	1558.71'	S89°01'22"W
L15	416.70'	N00°05'19"E
L16	301.04'	N00°01'59"E
L17	27.67'	N11°25'16"W

LINE TABLE		
LINE	LENGTH	BEARING
L18	578.71'	N00°01'59"E
L19	96.82'	N53°24'34"W
L20	27.59'	N61°22'21"W
L21	105.96'	N77°46'16"W
L22	102.54'	N70°09'10"W
L23	64.46'	N89°56'44"W
L24	186.44'	N59°55'41"W
L25	736.68'	N82°43'46"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	346.03'	1309.44'	15°08'26"
C2	209.40'	399.92'	30°00'00"

THIS IS NOT A SURVEY



JONES, HOECHST & ASSOCIATES, INC.
Professional Surveyors and Mappers
130 South Park Avenue, Suite E
Apopka, Florida 32703
Tel. (407)884-5512

LB 6542

SCALE: NOT APPLICABLE DRAWING FILE: 1248

SKETCH OF DESCRIPTION
ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248 SHEET 4 OF 4

This Amendment was prepared by:
Christopher Crenshaw
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 43464

ATE2
[2.7 +/- acres]

TAX EXEMPT F.S. 337.27

Please Return To:
Fla. Department of Transportation
719 S. Woodland Blvd.
R/W Records Mgmt., MS 1-551
DeLand, FL 32720-6834
Attn: M. Yeeloy-Sanderson

DOC # 20210510273
08/20/2021 09:24 AM Page 1 of 37
Rec Fee: \$316.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

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

AMENDMENT 2 TO EASEMENT NUMBER 28221

THIS EASEMENT AMENDMENT is entered into this 12th day of August, 2021 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";

WITNESSETH

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 granted Easement Number **28221** to GRANTEE for the construction and maintenance of State Road 434; and

WHEREAS, on April 19, 1993, GRANTOR and GRANTEE amended Easement Number 28221 to include additional land; and

WHEREAS, GRANTOR and GRANTEE desire to amend Easement Number **28221** to include additional land and extend the term.

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

1. Paragraph 2 is hereby revised, replaced and superseded by the following:
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 and related uses, including pedestrian sidewalks and bike lanes. If the easement is ever abandoned for said uses, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

2. The legal description of the easement area set forth in Exhibit "A" of Easement Number **28221** is hereby amended to include the real property described in Exhibit "A" attached hereto, and by reference made a part hereof.
3. The terms of this Amendment **2** to Easement Number **28221** shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
4. It is understood and agreed by GRANTOR and GRANTEE that in each and every respect the terms and conditions of Easement Number **28221**, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by GRANTOR and GRANTEE as of the effective date of this Amendment **2** to Easement Number **28221**.
5. GRANTEE, at its own expense, shall record this fully executed Amendment to 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.

[Remainder of page left blank; signature page follows.]

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

WITNESSES:

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

Christopher B. Crenshaw
Original Signature

Christopher B. Crenshaw
Print/Type Name of Witness

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

(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

3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

"GRANTOR"

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this day of August, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

07-12-2021

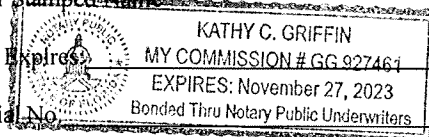
Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Sharon A. Liehr
Original Signature

Sharon A. Liehr
Print/Type Name of Witness

Tracey Grasser
Original Signature

Tracey Grasser
Print/Type Name of Witness

STATE OF Florida
COUNTY OF Volusia

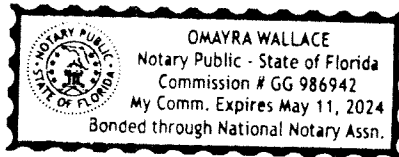
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (SEAL)

BY: [Signature]
Jared W. Perdue
Secretary
District Five

719 S Woodland Blvd.
Deland, FL 32720

"GRANTEE"

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of August, 2021, by Jared W. Perdue, as District Five Secretary, for and on behalf of the State of Florida Department of Transportation. He is personally known to me or has produced _____, as identification.



Omayra Wallace
Notary Public, State of Florida

Omayra Wallace
Printed, Typed or Stamped Name

My Commission Expires: 5/11/2024

Commission/Serial No. _____

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC 337.27 F.S.

MJW
FL D.O.T

[Signature]
JS LEGAL

Exhibit "A"**LEGAL DESCRIPTION**LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING A 2" IRON PIPE AND CAP WITH 3" ALUMINUM DISK STAMPED "SEMINOLE COUNTY"; THENCE RUN SOUTH 89°45'32" WEST, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1237.61 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 3, SOUTH 00°14'28" EAST, A DISTANCE OF 65.00 FEET TO A POINT ON THE SOUTH R/W LINE McCULLOCH RD. PER FDOT R/W MAP SECTION 75037-2504, DATED 8/31/92; THENCE SOUTH 41°39'35" WEST, DEPARTING SAID SOUTH R/W LINE McCULLOCH RD, 10.49 FEET ALONG THE EAST R/W EASEMENT LINE OF ALAFAYA TRAIL PER FDOT R/W MAP SECTION 75037-2504, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY EASEMENT LINE, SOUTH 00°04'10" EAST, A DISTANCE OF 1437.75 FEET; THENCE ALONG THE AFORESAID EAST R/W EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; RUN NORTH 40°53'22" WEST, A DISTANCE OF 38.13 FEET; THENCE NORTH 00°37'41" EAST A DISTANCE OF 189.28 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11,523.00 FEET, A CENTRAL ANGLE OF 00°11'14", A CHORD BEARING OF NORTH 00°32'04" EAST, AND A CHORD DISTANCE OF 37.66 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 37.66 FEET; THENCE NORTH 89°33'33" WEST A DISTANCE OF 2.00 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 11,521.00 FEET, A CENTRAL ANGLE OF 01°16'32", A CHORD BEARING OF NORTH 00°11'49" WEST, AND A CHORD DISTANCE OF 256.51 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 256.52 FEET TO THE POINT OF TANGENCY THEREOF; THENCE NORTH 00°50'05" WEST, A DISTANCE OF 412.55 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,397.00 FEET, A CENTRAL ANGLE OF 00°43'38", A CHORD BEARING OF NORTH 00°28'16" WEST, AND A CHORD DISTANCE OF 144.65 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 144.65 FEET; THENCE NORTH 03°38'10" EAST, A DISTANCE OF 186.32 FEET; THENCE SOUTH 89°22'19" EAST A DISTANCE OF 2.28 FEET; THENCE NORTH 00°37'41" EAST A DISTANCE OF 165.60 FEET; THENCE NORTH 41°39'35" EAST, A DISTANCE OF 22.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.808± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

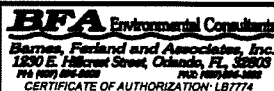
BSM: *May 10*

DATE: March 31, 2021

[Signature] 3-12-21
Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

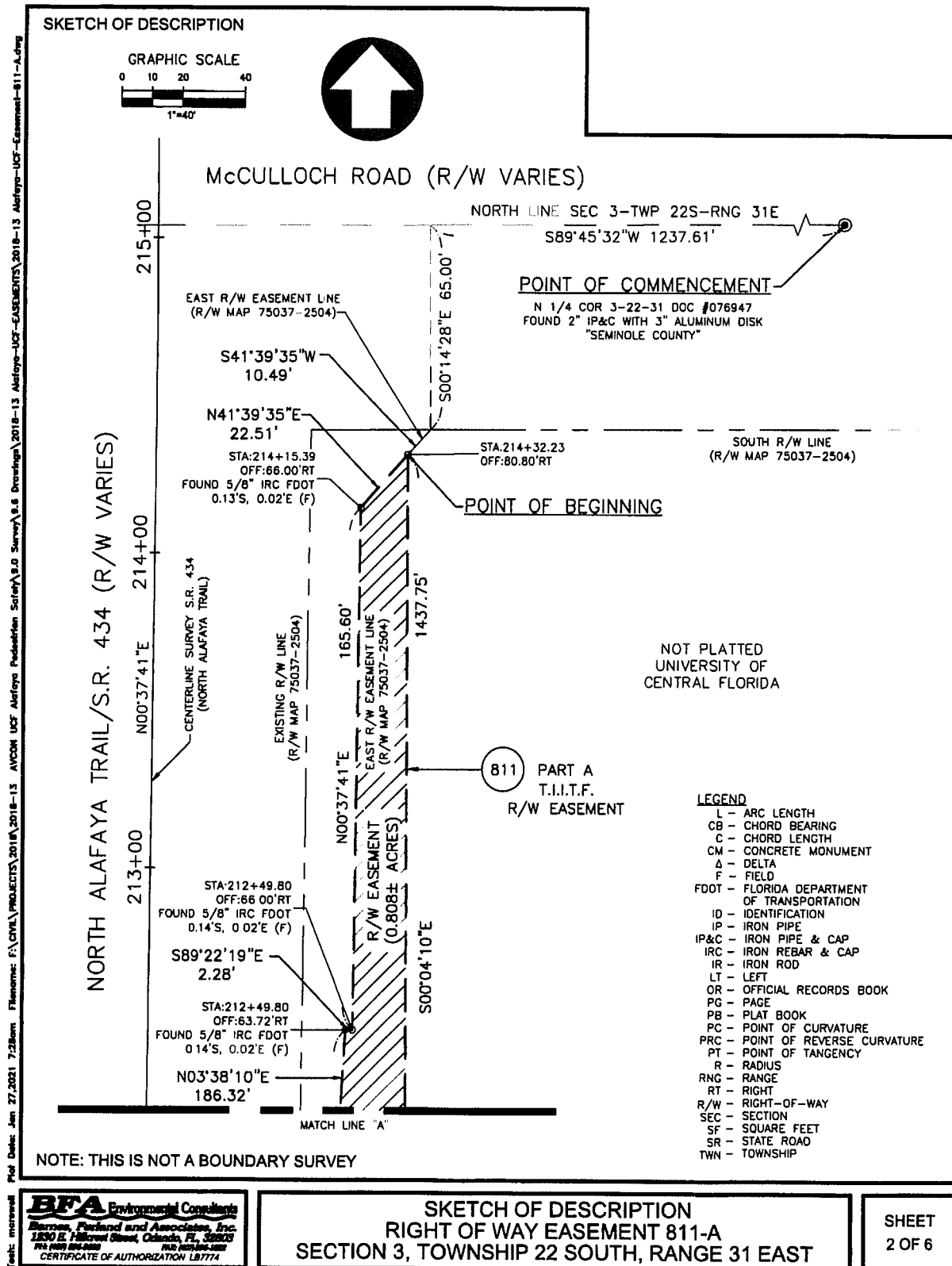
Date

NOTE: THIS IS NOT A BOUNDARY SURVEY



SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-A
SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST

SHEET
1 OF 6



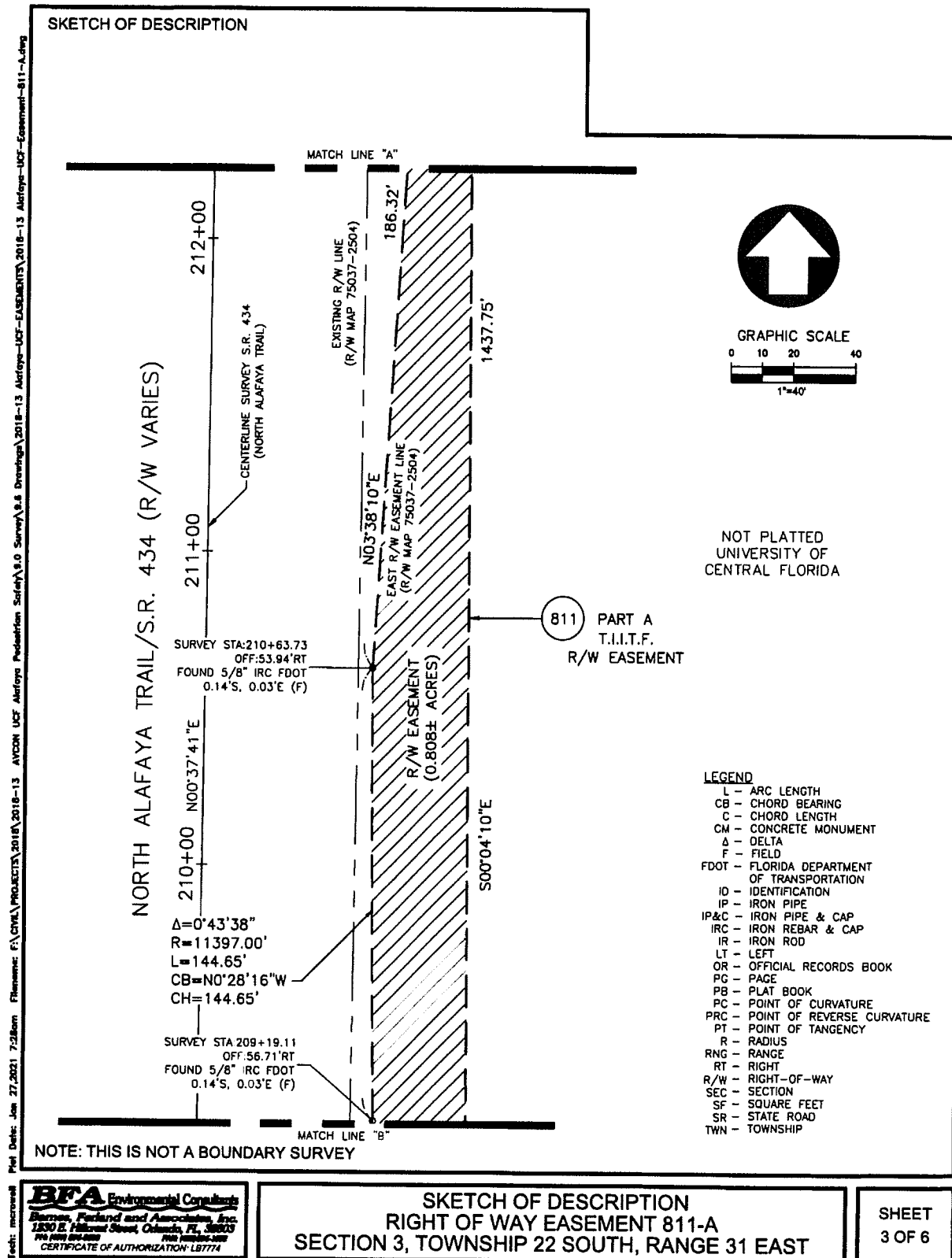
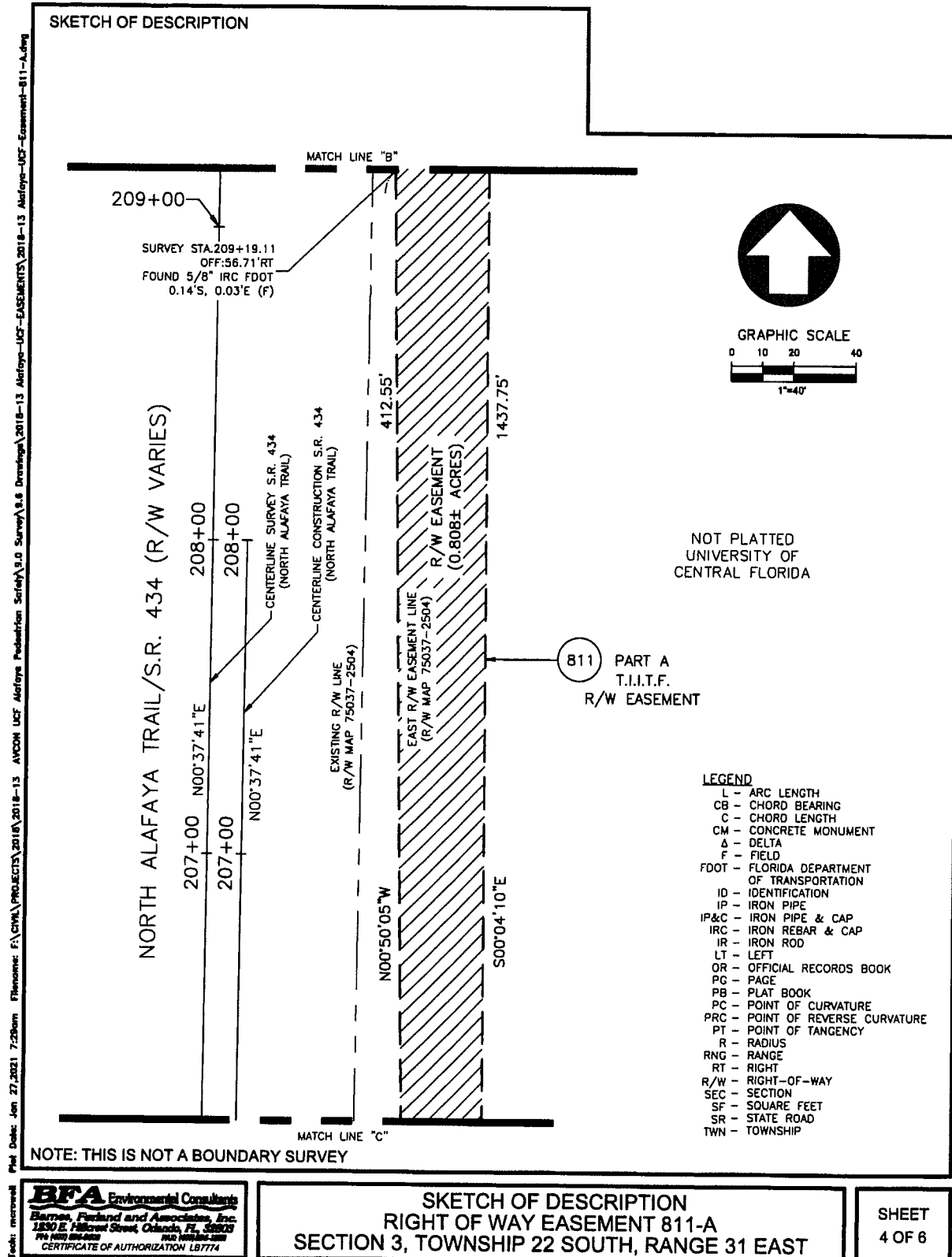


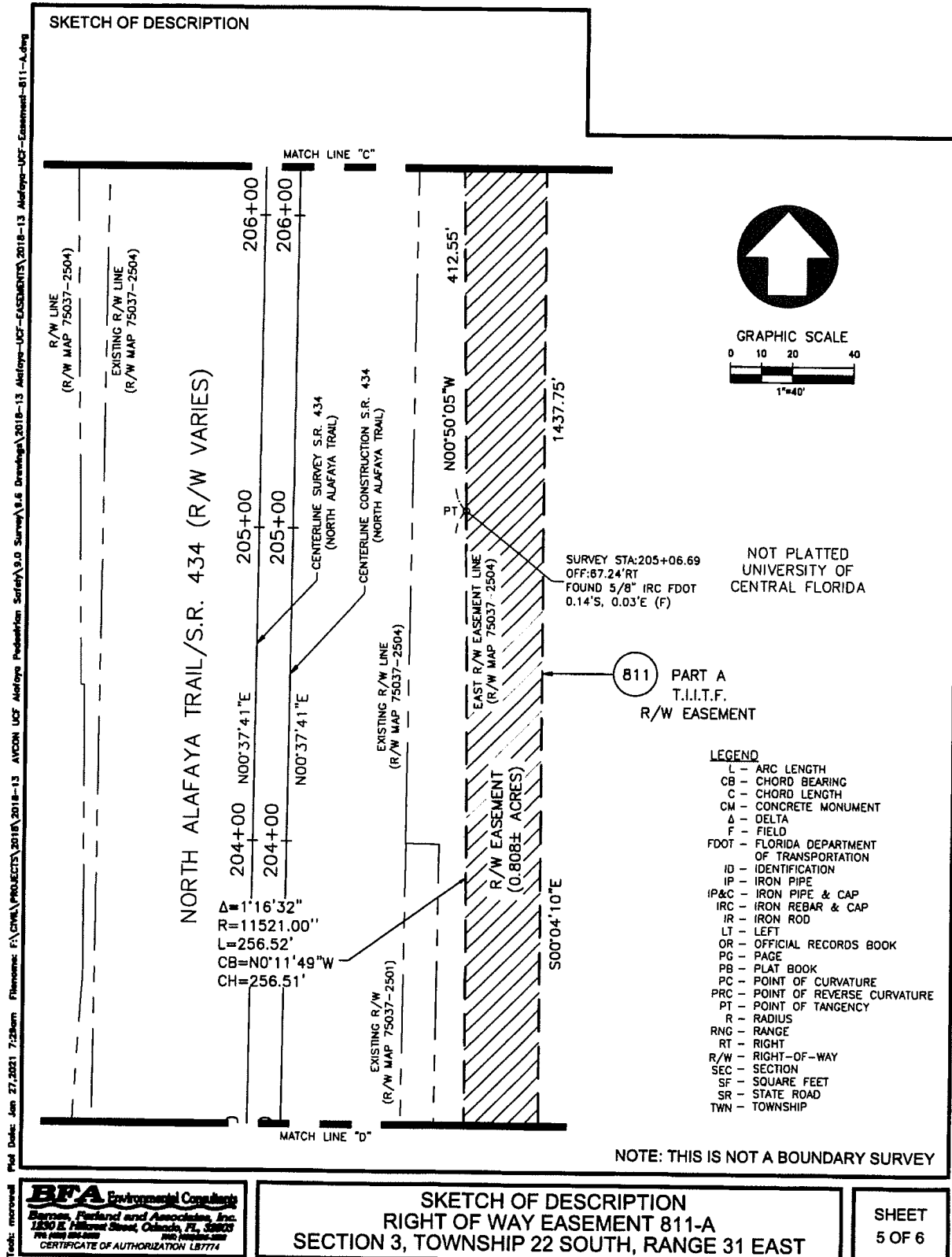
Exhibit "A"

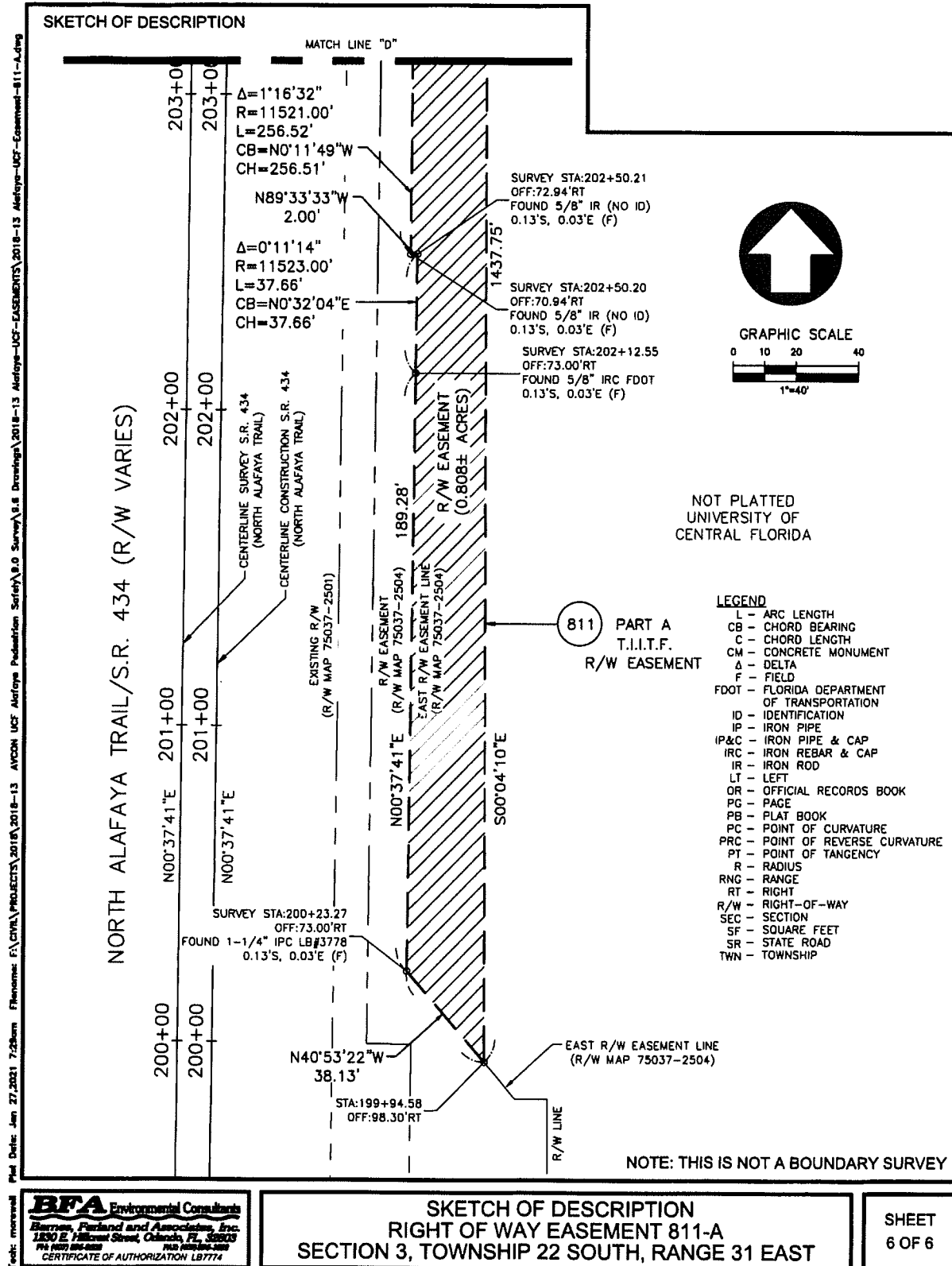
Page 7 of 36

Amendment 2 to Easement Number 28221

v1.0







LEGAL DESCRIPTIONLEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING A 2" IRON PIPE AND CAP WITH 3" ALUMINUM DISK STAMPED "SEMINOLE COUNTY"; THENCE RUN SOUTH 00°41'44" WEST, ALONG THE EAST LINE OF THE SAID NORTHWEST 1/4, A DISTANCE OF 2452.90 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°19'44" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, DISTANCE OF 1063.77 FEET TO A POINT ON THE EAST R/W EASEMENT LINE OF ALAFAYA TRAIL, PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EAST R/W EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; RUN SOUTH 18°50'03" WEST, A DISTANCE OF 205.56 FEET; THENCE NORTH 88°46'16" WEST, A DISTANCE OF 94.87 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY EASEMENT LINE; RUN SOUTH 00°48'42" WEST A DISTANCE OF 52.91 FEET; THENCE NORTH 89°11'18" WEST A DISTANCE OF 11.00 FEET; THENCE SOUTH 00°48'42" WEST, A DISTANCE OF 728.63 FEET TO A POINT ON THE AFORESAID EAST R/W EASEMENT LINE; THENCE ALONG SAID EAST RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; RUN NORTH 44°26'14" WEST A DISTANCE OF 32.72 FEET, THENCE NORTH 01°13'44" EAST, A DISTANCE OF 758.73 FEET; THENCE SOUTH 88°46'16" EAST, A DISTANCE OF 28.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.376± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

BSM: *Hayden*

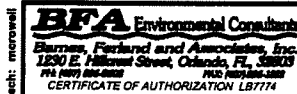
DATE: April 1, 2021

Genel J. Sturgeon, PSM

Florida Surveyor and Mapper LS 5866

Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY

**SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-B
SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST**

**SHEET
1 OF 4**

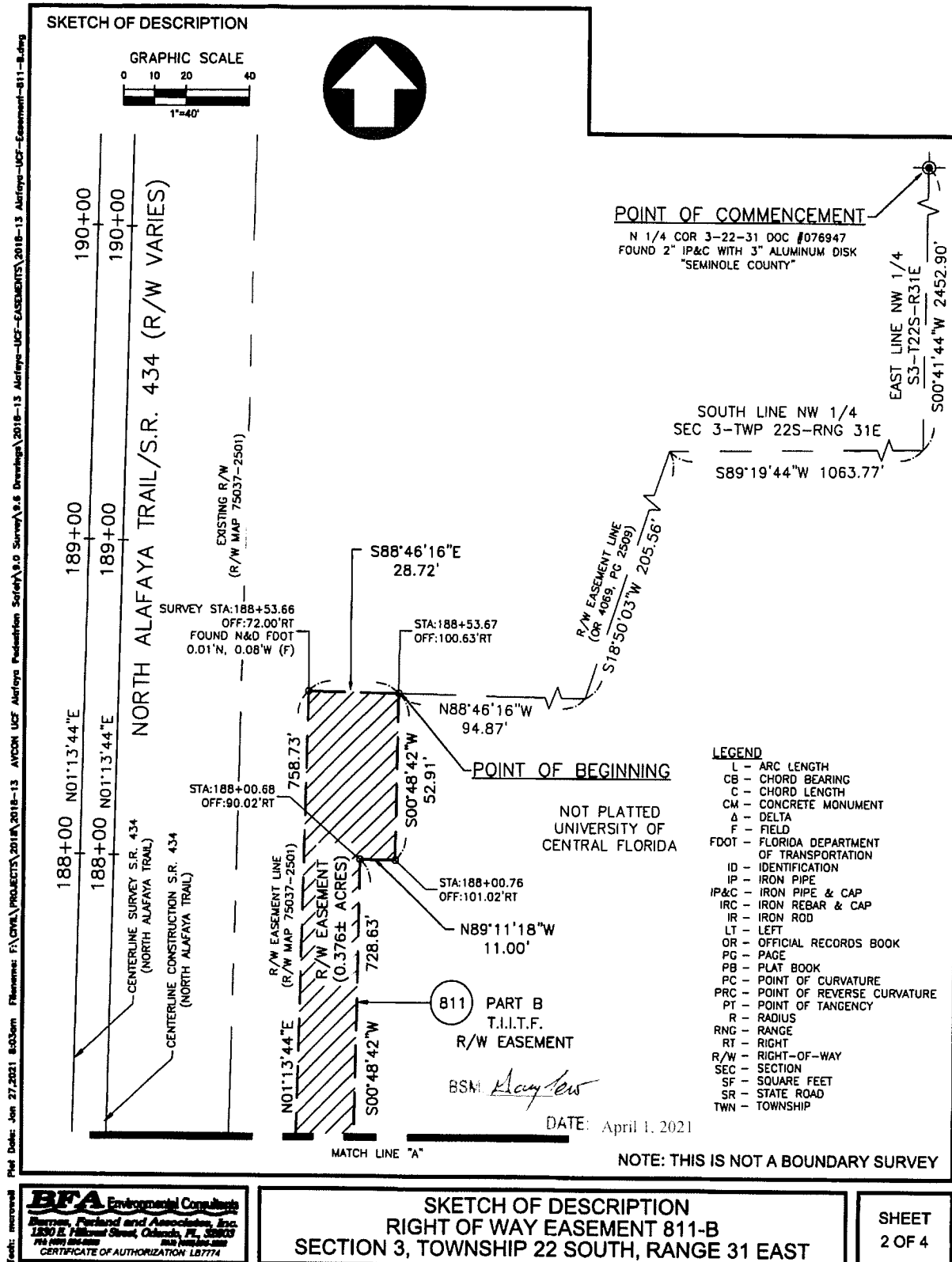


Exhibit "A"

Page 12 of 36

Amendment 2 to Easement Number 28221

v1.0

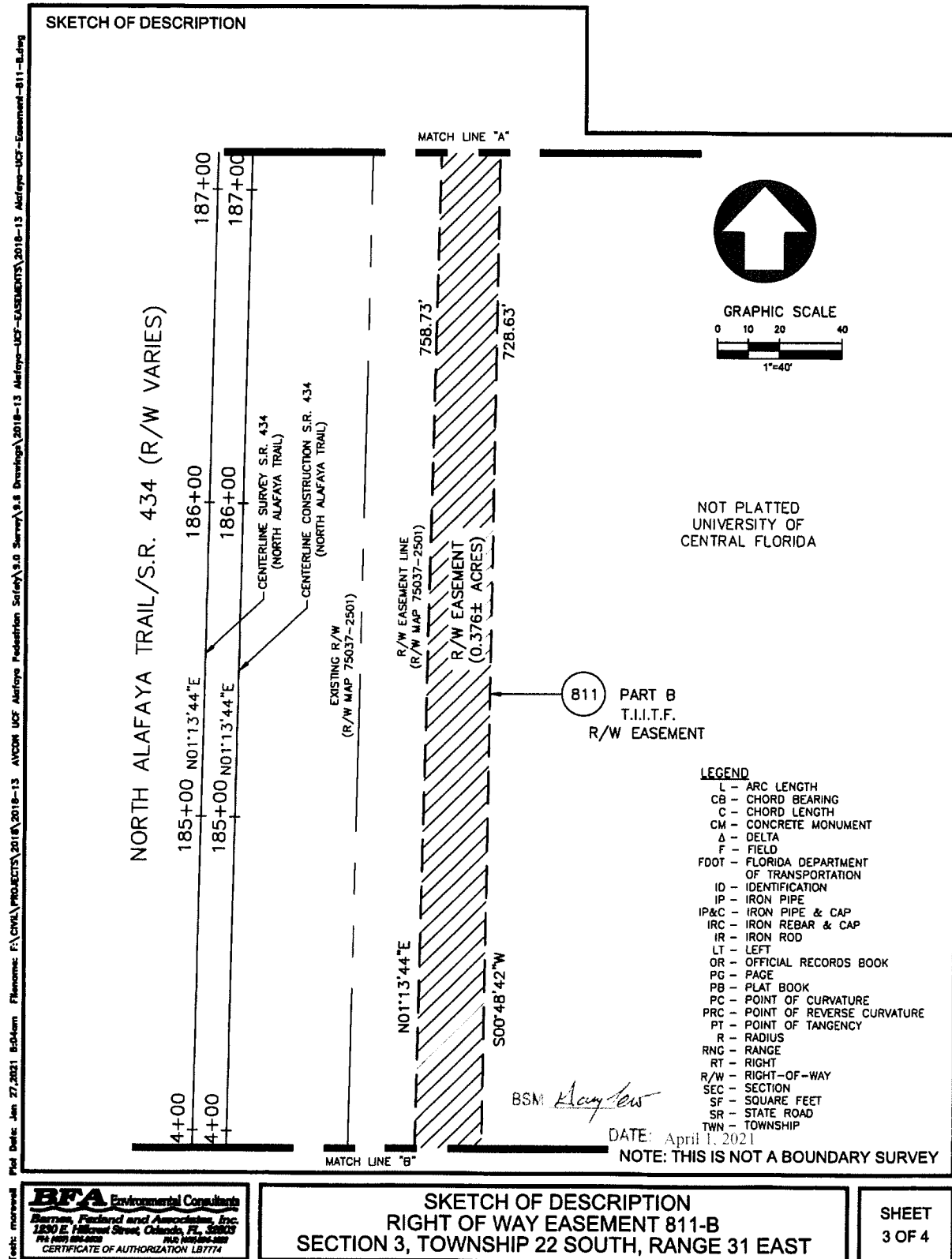


Exhibit "A"

Page 13 of 36

Amendment 2 to Easement Number 28221

v1.0

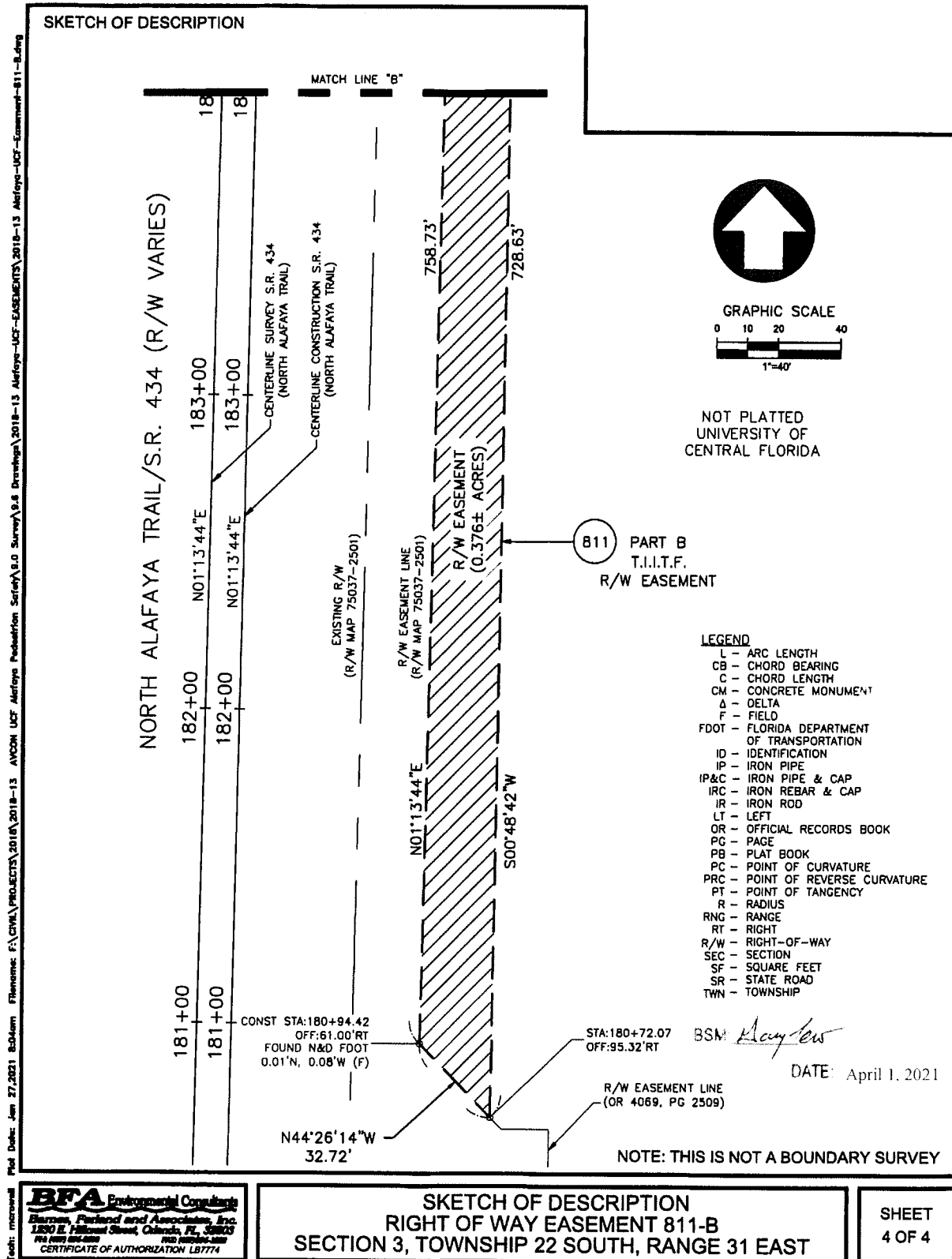


Exhibit "A"

Page 14 of 36

Amendment 2 to Easement Number 28221

v1.0

LEGAL DESCRIPTION**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°30'05" WEST, ALONG THE SOUTH LINE OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, A DISTANCE OF 1,195.64 FEET TO A POINT ON THE EAST RIGHT OF WAY EASEMENT LINE OF ALAFAYA TRAIL, PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH 14°50'21" WEST, A DISTANCE OF 65.86 FEET; THENCE NORTH 59°24'26" WEST, A DISTANCE OF 37.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 59°24'26" WEST, A DISTANCE OF 22.89 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,394.16 FEET, A CENTRAL ANGLE OF 00°10'37", A CHORD BEARING OF NORTH 01°08'25" EAST, AND A CHORD DISTANCE OF 35.20 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 35.20 FEET; THENCE NORTH 01°13'44" EAST, A DISTANCE OF 133.35 FEET; THENCE NORTH 01°03'42" WEST, A DISTANCE OF 200.16 FEET; THENCE NORTH 01°13'44" EAST, A DISTANCE OF 1,118.78 FEET; THENCE NORTH 45°33'15" EAST, A DISTANCE OF 23.70 FEET; THENCE SOUTH 00°46'46" WEST, DEPARTING SAID EAST RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 770.23 FEET; THENCE NORTH 89°28'07" WEST, A DISTANCE OF 3.67 FEET; THENCE SOUTH 00°31'53" WEST, A DISTANCE OF 745.31 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.690± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

BSM: *May 2021*

DATE: April 1, 2021

[Signature] 3-12-21

Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY



**SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-C
SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST**

**SHEET
1 OF 6**

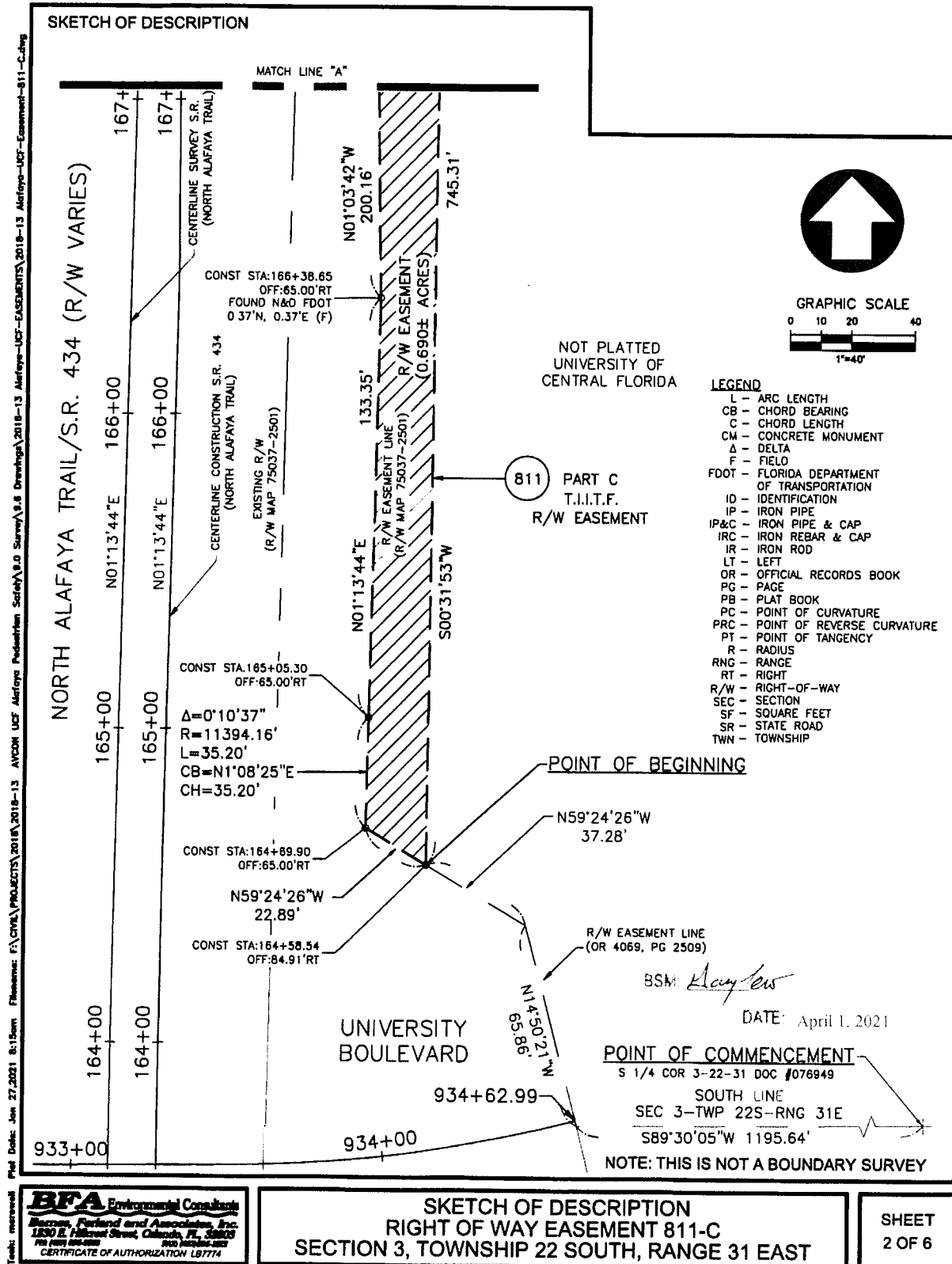


Exhibit "A"

Page 16 of 36

Amendment 2 to Easement Number 28221

v1.0



SKETCH OF DESCRIPTION
RIGHT OF EASEMENT 811-C
SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST

SHEET
3 OF 6

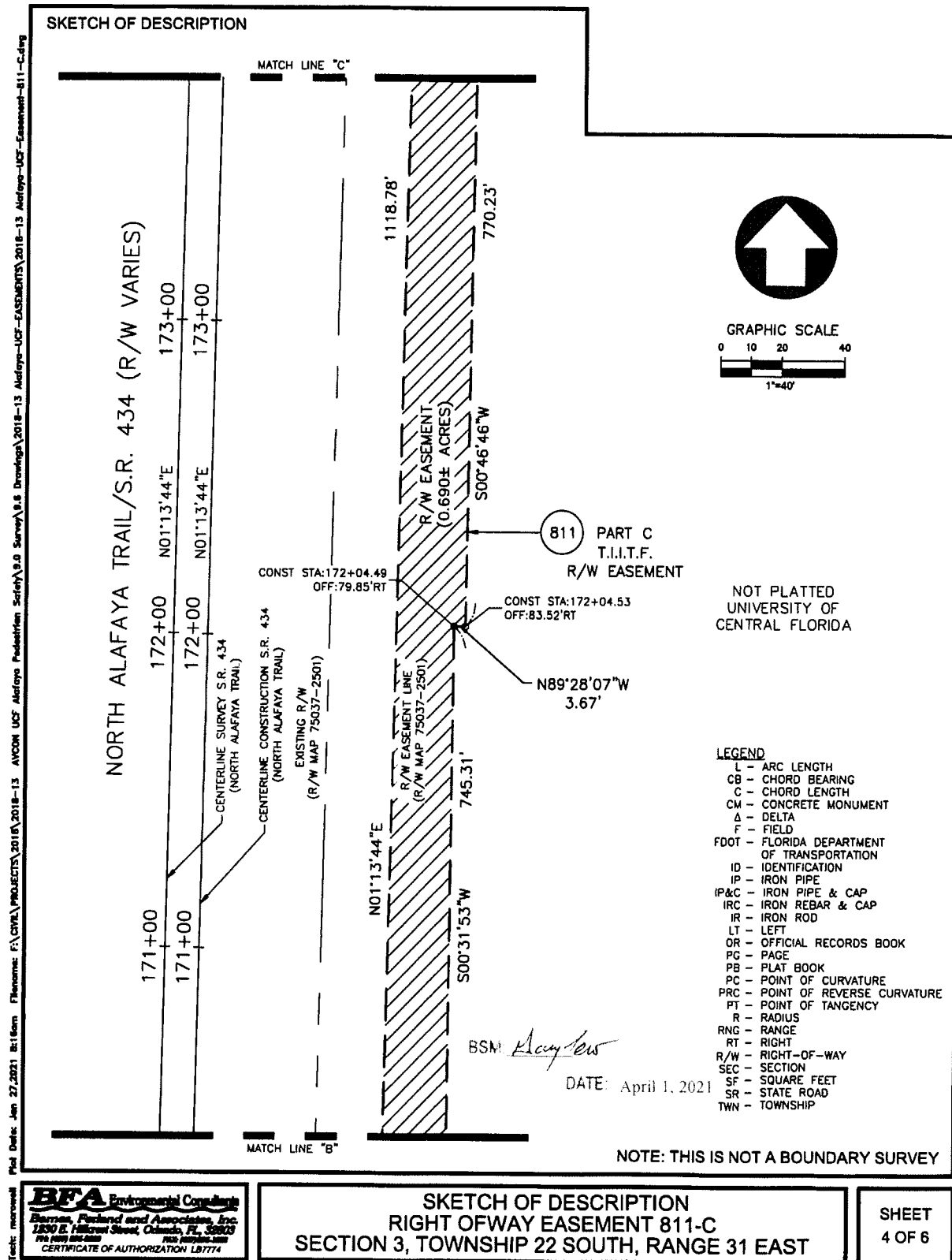


Exhibit "A"

Page 18 of 36

Amendment 2 to Easement Number 28221

v1.0

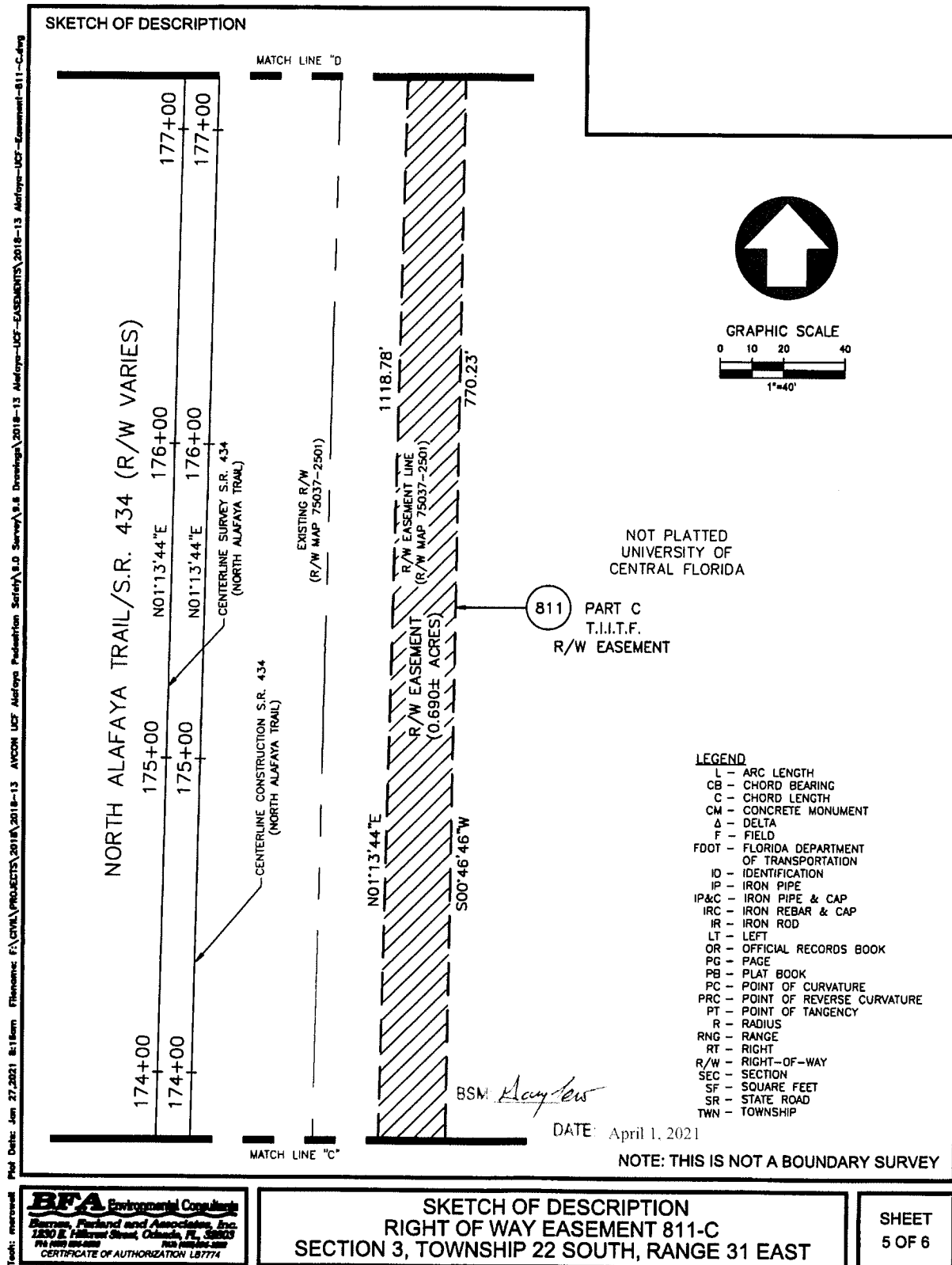


Exhibit "A"

Page 19 of 36

Amendment 2 to Easement Number 28221

v1.0

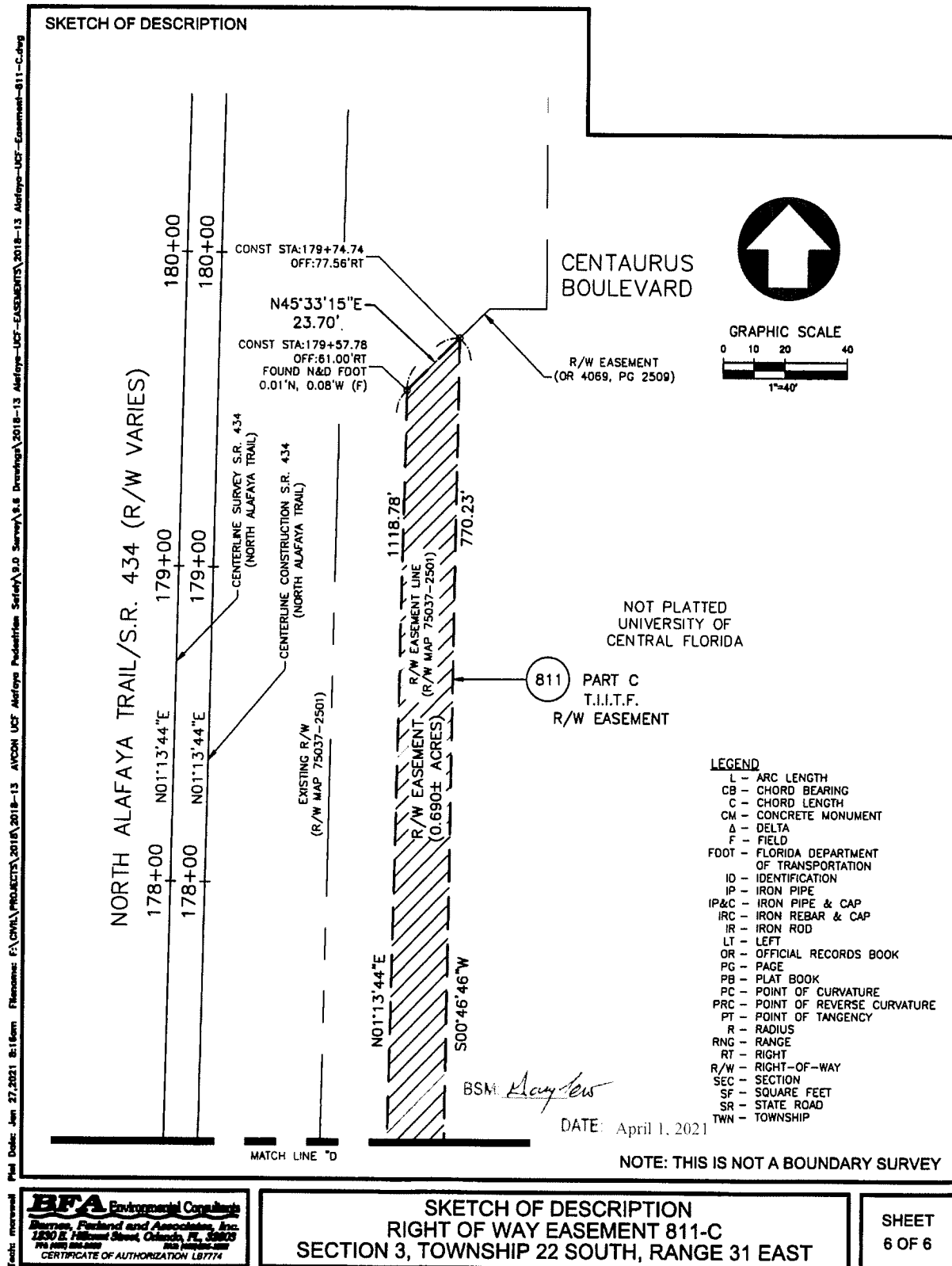


Exhibit "A"

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Amendment 2 to Easement Number 28221

v1.0

LEGAL DESCRIPTIONLEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°30'05" WEST, ALONG THE SOUTH LINE OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, A DISTANCE OF 1,195.64 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY EASEMENT LINE OF ALAFAYA TRAIL, PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN SOUTH 14°50'21" EAST, A DISTANCE OF 44.14 FEET; THENCE SOUTH 50°49'01" WEST, A DISTANCE OF 65.17 FEET TO THE POINT OF BEGINNING AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 4,765.00 FEET, A CENTRAL ANGLE OF 07°57'10", A CHORD BEARING OF SOUTH 01°25'46" WEST, AND A CHORD DISTANCE OF 660.87 FEET; THENCE ALONG SAID CURVE AND DEPARTING SAID EASTERLY RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 661.40 FEET; THENCE ALONG SAID EAST RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 49°43'12" WEST, A DISTANCE OF 28.60 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,886.08 FEET, A CENTRAL ANGLE OF 02°37'58", A CHORD BEARING OF NORTH 03°52'07" EAST, AND A CHORD DISTANCE OF 86.66 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 86.67 FEET; THENCE SOUTH 87°26'52" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 02°14'55" EAST, A DISTANCE OF 20.21 FEET; THENCE NORTH 88°03'19" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,974.81 FEET, A CENTRAL ANGLE OF 01°57'43", A CHORD BEARING OF NORTH 03°57'46" EAST, AND A CHORD DISTANCE OF 67.62 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 67.62 FEET; THENCE NORTH 03°02'51" EAST, A DISTANCE OF 152.95 FEET; THENCE NORTH 00°06'17" WEST, A DISTANCE OF 263.72 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,382.16 FEET, A CENTRAL ANGLE OF 00°10'53", A CHORD BEARING OF NORTH 00°00'51" WEST, AND A CHORD DISTANCE OF 36.04 FEET; THENCE ALONG SAID CURVE A DISTANCE OF 36.04 FEET; THENCE NORTH 50°49'01" EAST, A DISTANCE OF 24.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.338± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
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7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

BSM *Hayden**[Signature]*

3-12-21

DATE: April 1, 2021

Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.
1230 E. Hillcrest Street, Orlando, FL 32803
P.O. Box 1000, Orlando, FL 32803
CERTIFICATE OF AUTHORIZATION LB7774

SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-D
SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST

SHEET
1 OF 4

Plot Date: Mar 11, 2021 7:36am
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 Tech: mcravell

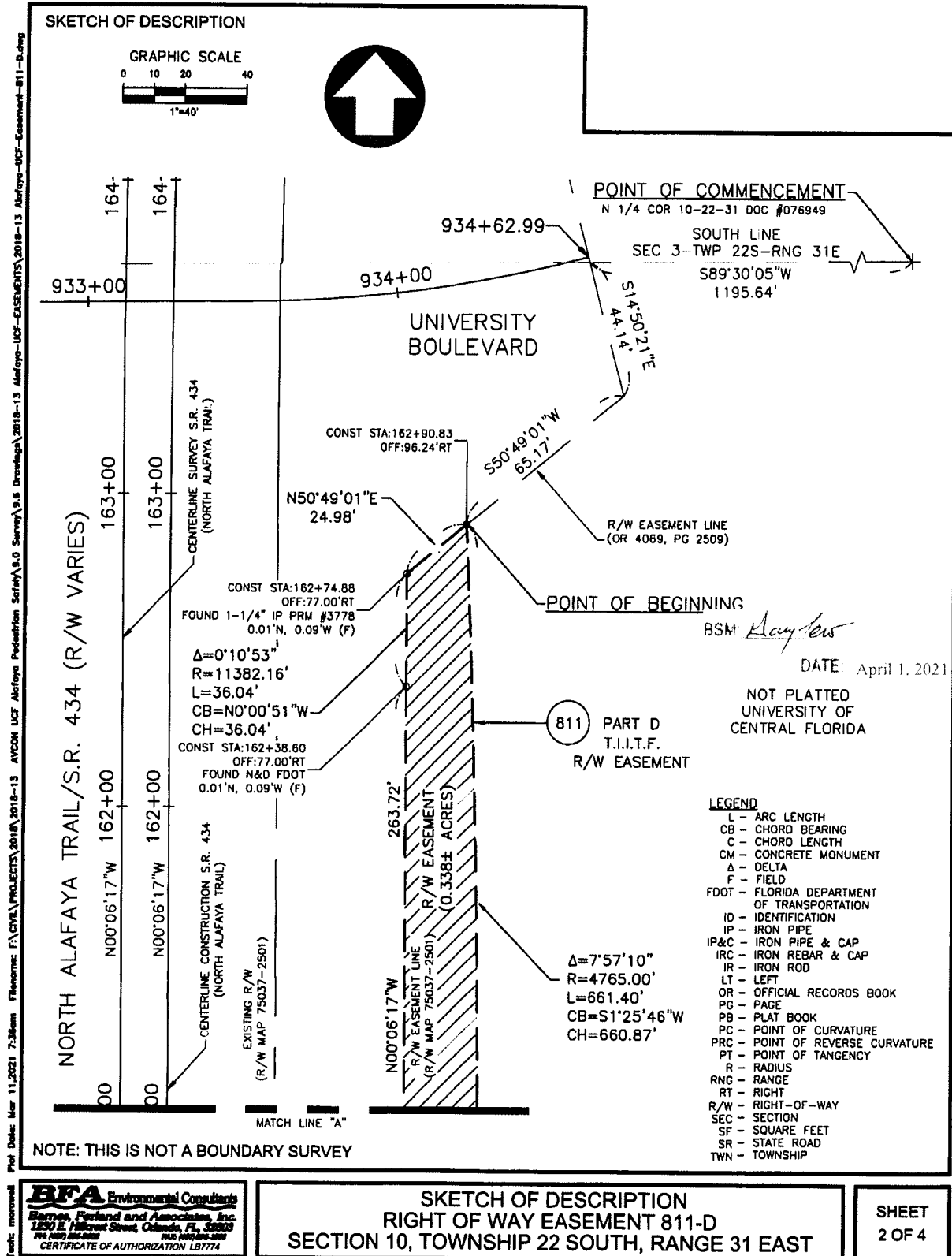
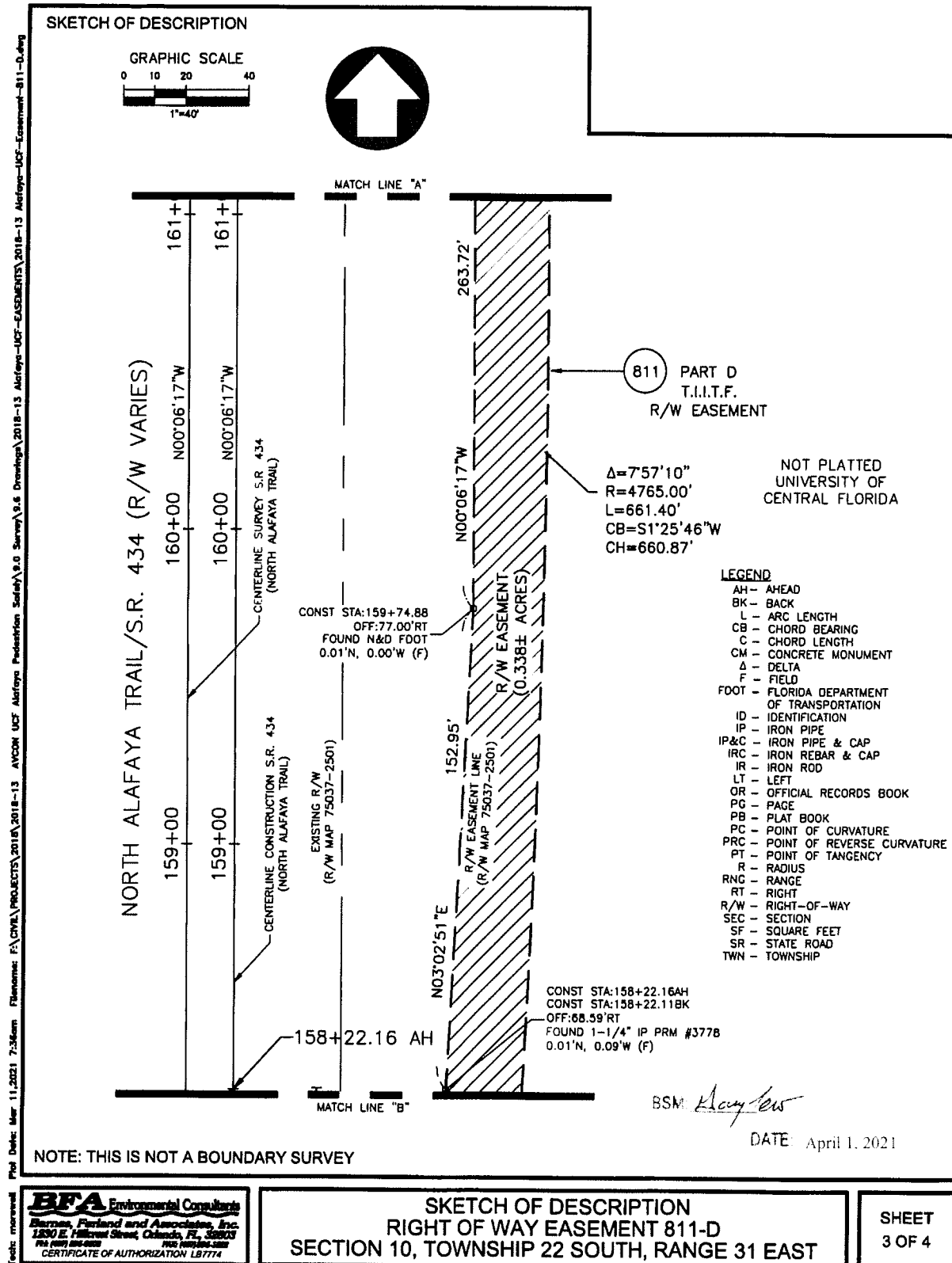


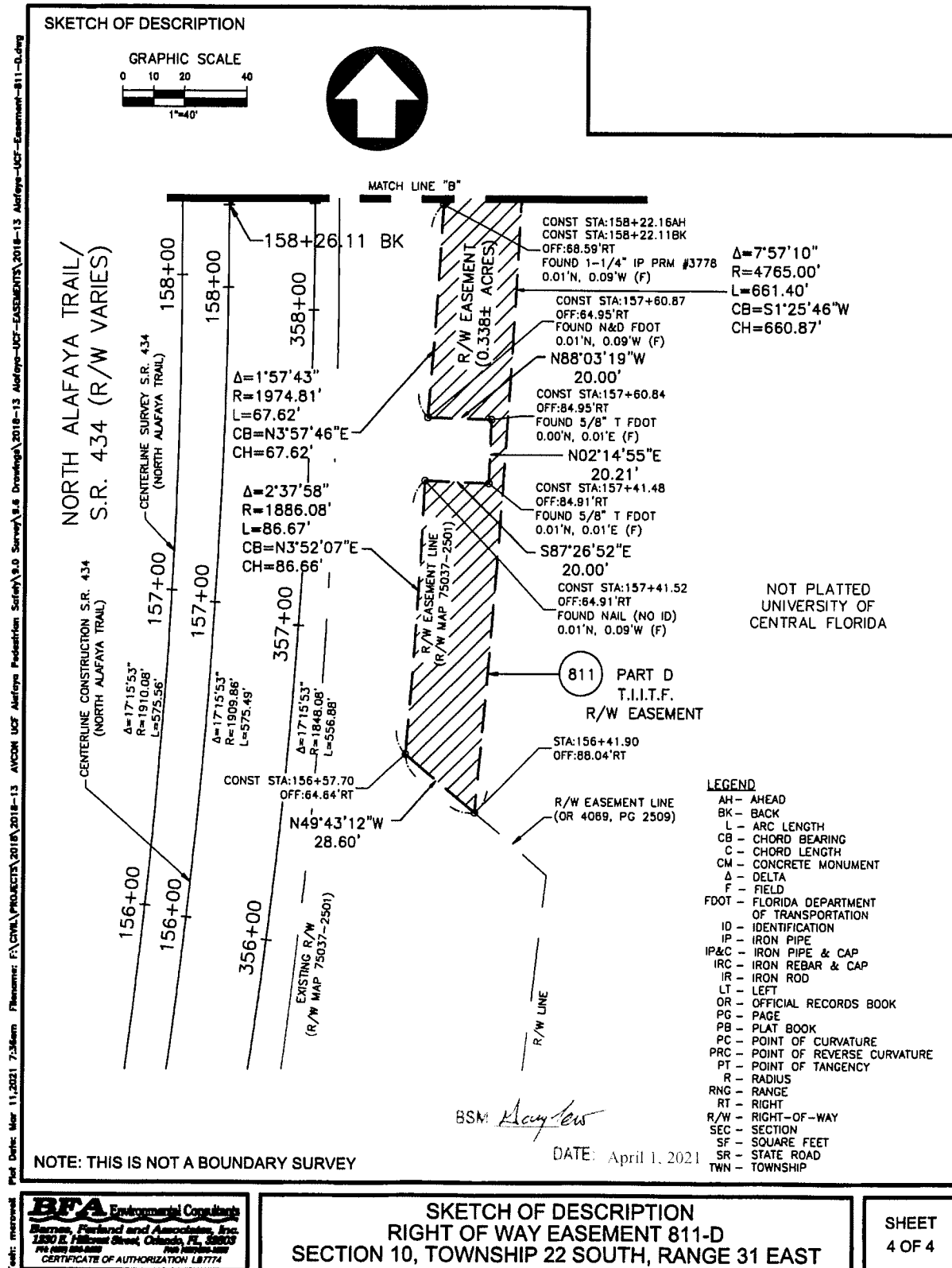
Exhibit "A"

Page 22 of 36

Amendment 2 to Easement Number 28221

v1.0





LEGAL DESCRIPTION**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°30'05" WEST, ALONG THE SOUTH LINE OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, A DISTANCE OF 1,195.64 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY EASEMENT LINE OF ALAFAYA TRAIL, PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN SOUTH 14°50'21" EAST, A DISTANCE OF 44.14 FEET; THENCE SOUTH 50°49'01" WEST, A DISTANCE OF 90.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,382.16 FEET, A CENTRAL ANGLE OF 01°10'53", A CHORD BEARING OF SOUTH 00°00'51" EAST, AND A CHORD DISTANCE OF 36.04 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 36.04 FEET; THENCE SOUTH 00°06'17" EAST, A DISTANCE OF 263.72 FEET; THENCE SOUTH 03°02'51" WEST, A DISTANCE OF 152.95 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,974.81 FEET, A CENTRAL ANGLE OF 01°57'43", A CHORD BEARING OF SOUTH 03°57'46" WEST, AND A CHORD DISTANCE OF 67.62 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 67.62 FEET; THENCE SOUTH 88°03'19" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 02°14'55" WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 87°26'52" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,886.08 FEET, A CENTRAL ANGLE OF 02°37'58", A CHORD BEARING OF SOUTH 03°52'07" WEST, AND A CHORD DISTANCE OF 86.66 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 86.67 FEET; THENCE SOUTH 49°43'12" EAST, A DISTANCE OF 59.25 FEET; THENCE SOUTH 06°54'03" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 64°47'36" WEST, A DISTANCE OF 28.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06°16'12" WEST, DEPARTING SAID EASTERLY RIGHT OF WAY EASEMENT LINE, A DISTANCE OF 51.02 FEET; THENCE SOUTH 16°35'53" WEST, A DISTANCE OF 593.84 FEET TO A POINT ON THE NORTHERLY LINE OF AN EXISTING RIGHT OF WAY EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6638, PAGE 3748, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 72°54'22" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 23.79 FEET; TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 17°09'36" EAST, A DISTANCE OF 383.73 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,886.08 FEET, A CENTRAL ANGLE OF 07°16'23", A CHORD BEARING OF NORTH 13°31'24" EAST, AND A CHORD DISTANCE OF 239.26 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 239.42 FEET; THENCE NORTH 64°47'36" EAST, A DISTANCE OF 31.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.329± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

BSM *Alay Lew*

DATE: April 1, 2021

A. J. Sturgeon 3-12-21

Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY



SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-E
SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST

SHEET
1 OF 5

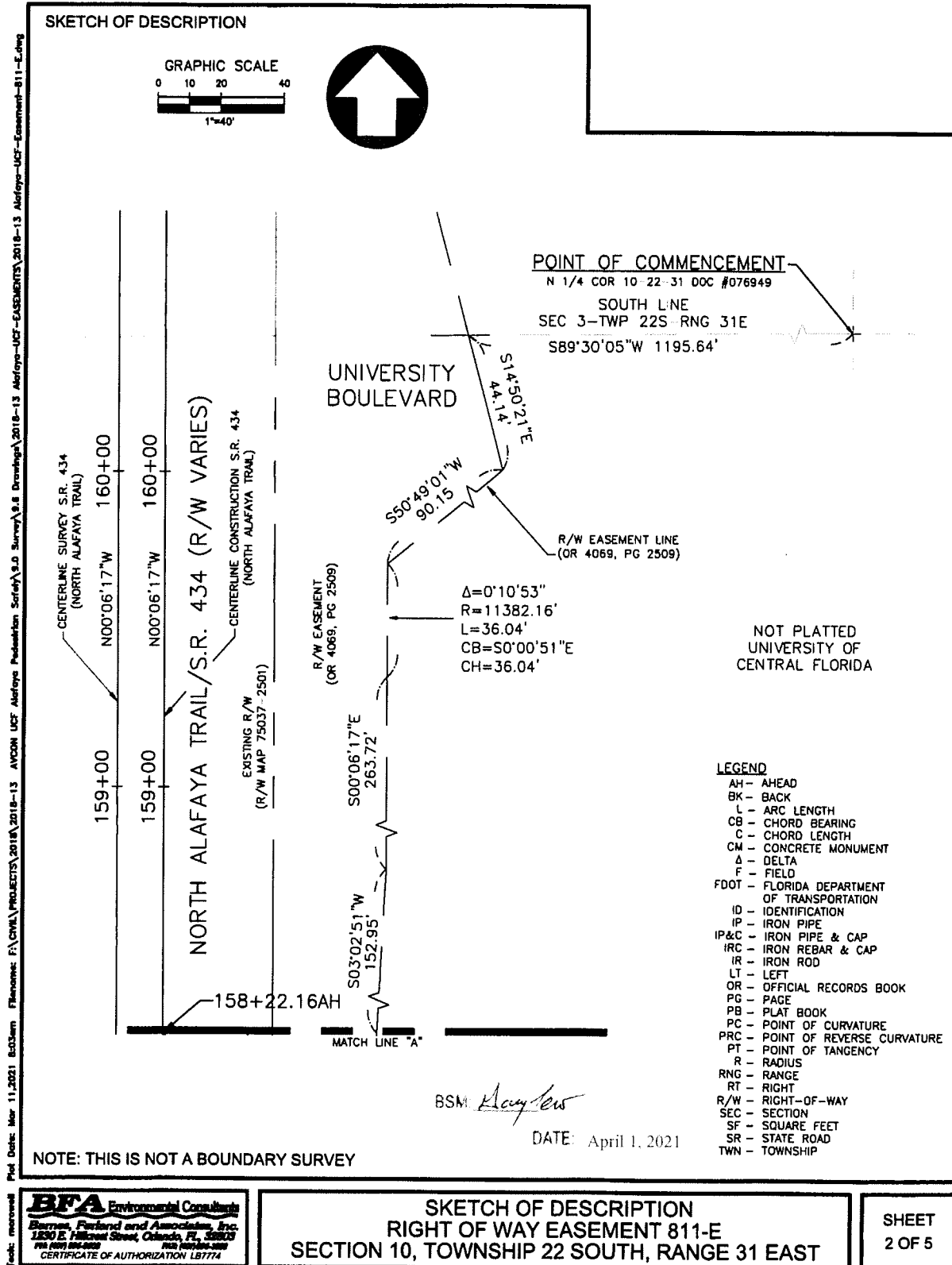
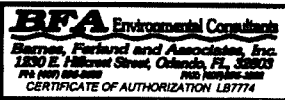


Exhibit "A"

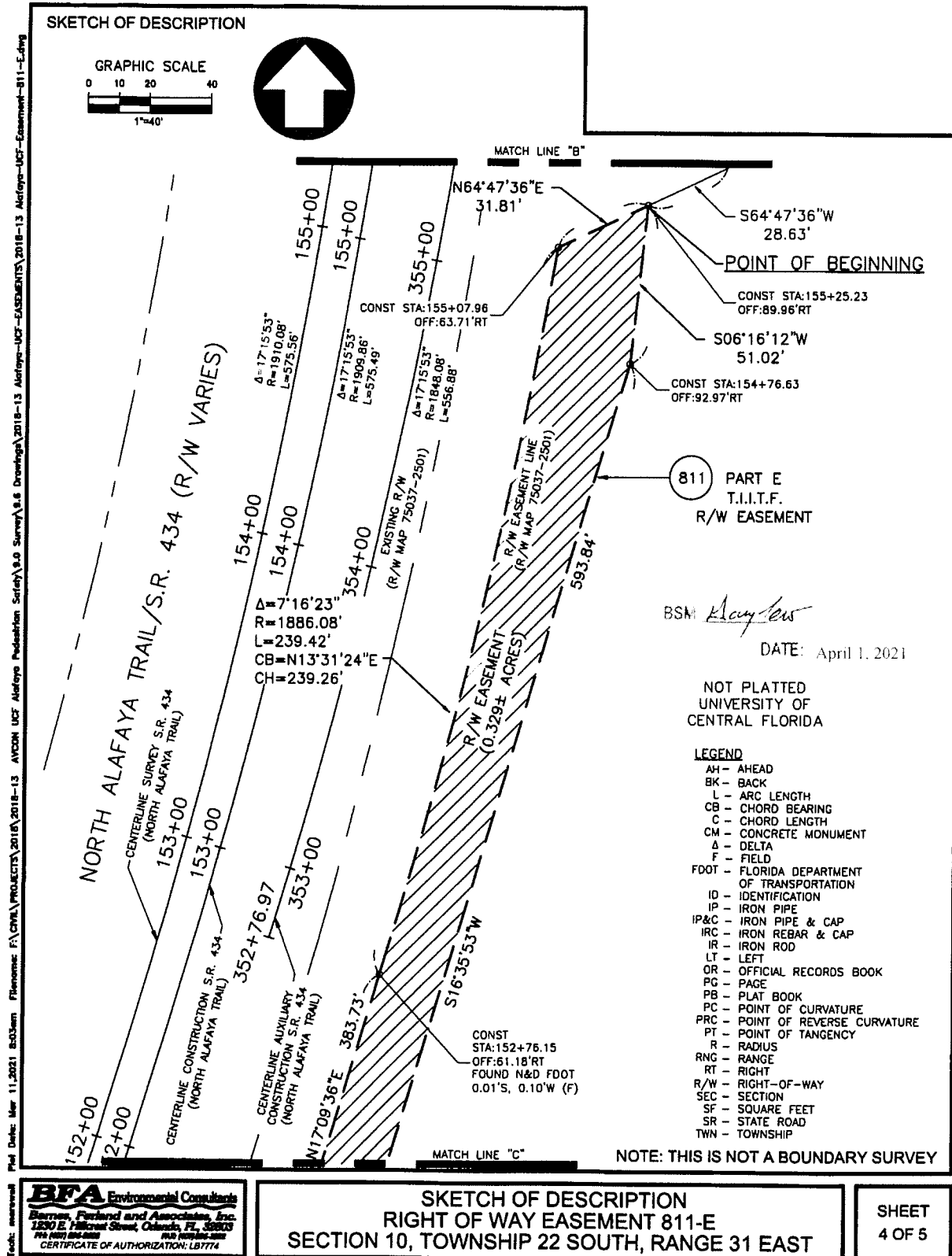
Page 26 of 36

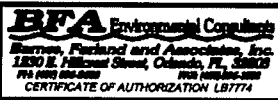
Amendment 2 to Easement Number 28221

v1.0



SHEET
3 OF 5





SHEET
5 OF 5

LEGAL DESCRIPTION**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°30'05" WEST, ALONG THE SOUTH LINE OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, A DISTANCE OF 1,195.64 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY EASEMENT LINE OF ALAFAYA TRAIL, PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN SOUTH 14°50'21" EAST, A DISTANCE OF 44.14 FEET; THENCE SOUTH 50°49'01" WEST, A DISTANCE OF 90.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,382.16 FEET, A CENTRAL ANGLE OF 01°10'53", A CHORD BEARING OF SOUTH 00°00'51" EAST, AND A CHORD DISTANCE OF 36.04 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 36.04 FEET; THENCE SOUTH 00°06'17" EAST, A DISTANCE OF 263.72 FEET; THENCE SOUTH 03°02'51" WEST, A DISTANCE OF 152.95 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,974.81 FEET, A CENTRAL ANGLE OF 01°57'43", A CHORD BEARING OF SOUTH 03°57'46" WEST, AND A CHORD DISTANCE OF 67.62 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 67.62 FEET; THENCE SOUTH 88°03'19" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 02°14'55" WEST, A DISTANCE OF 20.21 FEET; THENCE NORTH 87°26'52" WEST, A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,886.08 FEET, A CENTRAL ANGLE OF 02°37'58", A CHORD BEARING OF SOUTH 03°52'07" WEST, AND A CHORD DISTANCE OF 86.66 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 86.67 FEET; THENCE SOUTH 49°43'12" EAST, A DISTANCE OF 59.25 FEET; THENCE SOUTH 06°54'03" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 64°47'36" WEST, A DISTANCE OF 60.44 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1,886.08 FEET, A CENTRAL ANGLE OF 07°16'23", A CHORD BEARING OF SOUTH 13°31'24" WEST, AND A CHORD DISTANCE OF 239.26 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 239.42 FEET; THENCE SOUTH 17°09'36" WEST, A DISTANCE OF 901.74 FEET; TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,838.08 FEET, A CENTRAL ANGLE OF 00°45'15", A CHORD BEARING OF SOUTH 15°29'07" WEST, AND A CHORD DISTANCE OF 24.19 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 24.19 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT ON THE WESTERLY LINE OF AN EXISTING RIGHT OF WAY EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6638, PAGE 3748, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTHEASTERLY ALONG THE BOUNDARY OF SAID LANDS PER OFFICIAL RECORDS BOOK 6638, PAGE 3748 THE FOLLOWING COURSES AND DISTANCES, RUN NORTH 27°43'20" EAST A DISTANCE OF 56.77 FEET; THENCE NORTH 17°05'38" EAST, A DISTANCE OF 311.39 FEET; THENCE SOUTH 72°54'22" EAST, A DISTANCE OF 13.35 FEET; THENCE DEPARTING SAID BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6638, PAGE 3748; THENCE RUN SOUTH 17°11'01" WEST, A DISTANCE OF 408.01 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY EASEMENT LINE PER OFFICIAL RECORDS BOOK 4069, PAGE 2509, THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH 74°53'30" WEST, A DISTANCE OF 22.77 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,838.08 FEET, A CENTRAL ANGLE OF 01°17'52", A CHORD BEARING OF NORTH 16°30'40" EAST, AND A CHORD DISTANCE OF 41.63 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 41.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 0.138± ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL MATTERS OF PUBLIC RECORD NOT SHOWN IN THIS SKETCH & DESCRIPTION.
3. LANDS SHOWN HEREON RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE OWNERSHIP AND ENCUMBRANCE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 2037-4329425 THAT AFFECTS THESE LANDS.
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5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
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7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

BSM: *Alay Lewis*

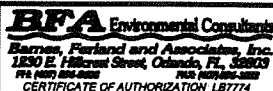
DATE: April 1, 2021

Genel J. Sturgeon 3-12-21

Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

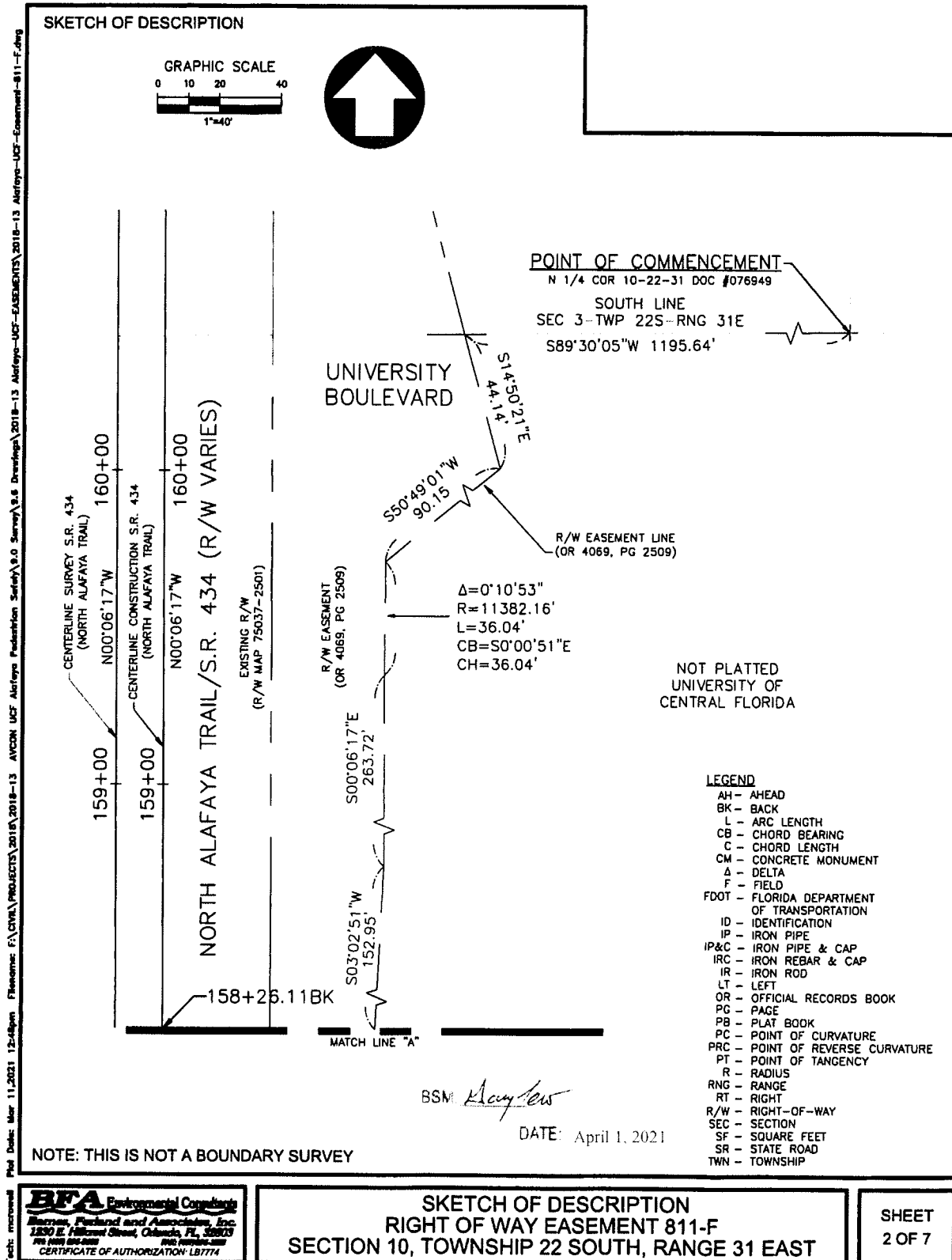
Date

NOTE: THIS IS NOT A BOUNDARY SURVEY



**SKETCH OF DESCRIPTION
RIGHT OF WAY EASEMENT 811-F
SECTION 10, TOWNSHIP 22 SOUTH, RANGE 31 EAST**

**SHEET
1 OF 7**



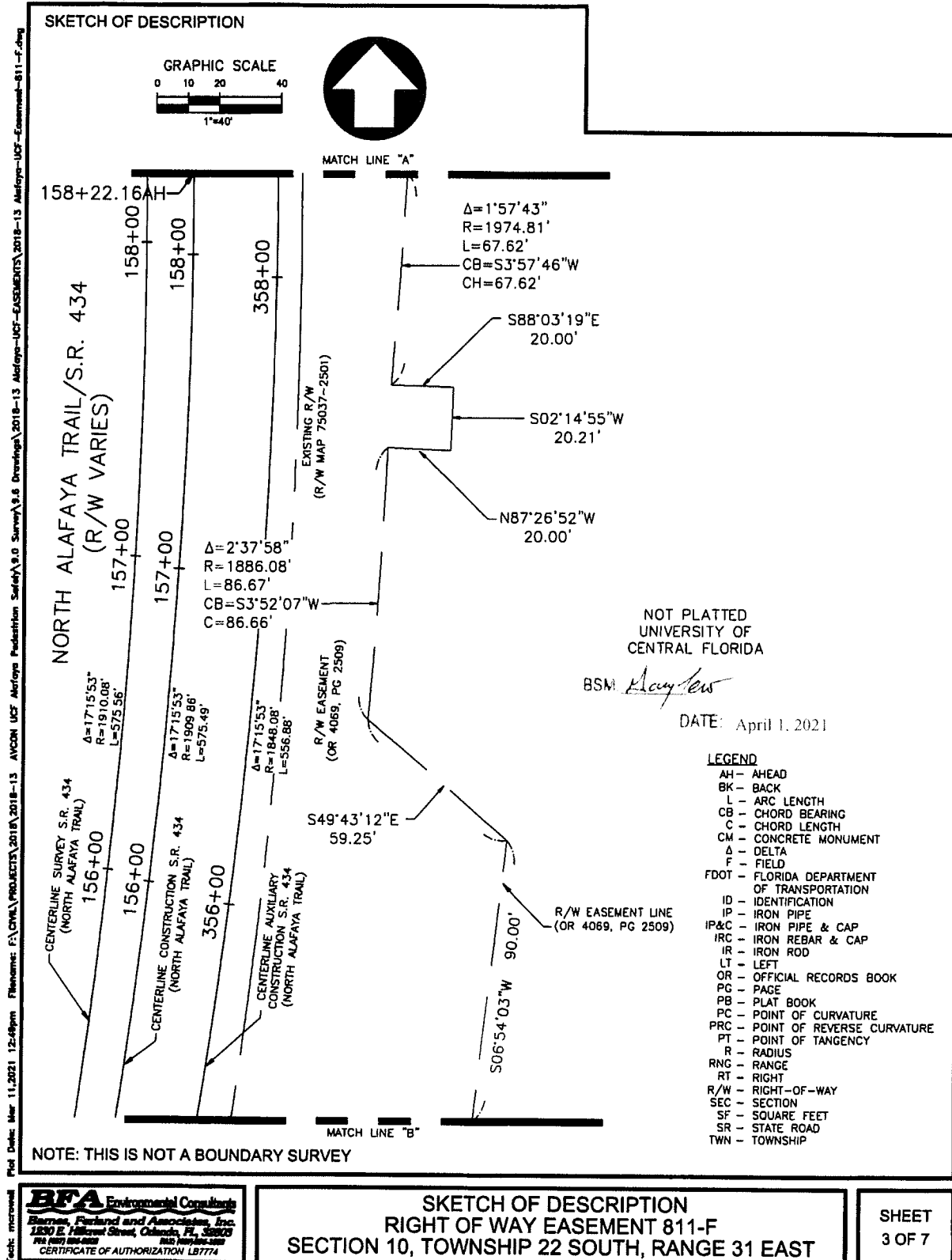


Exhibit "A"

Page 32 of 36

Amendment 2 to Easement Number 28221

v1.0

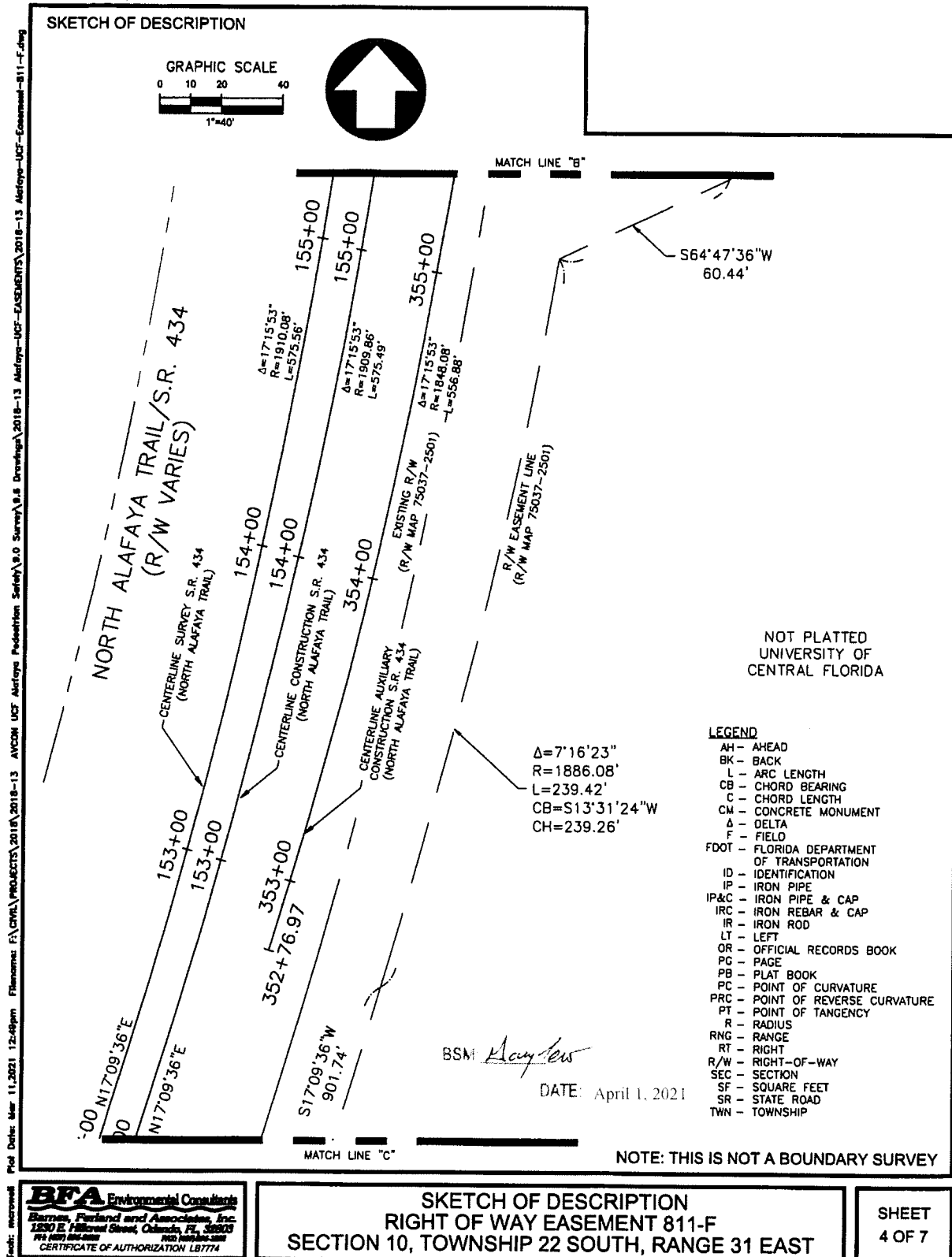


Exhibit "A"

Page 33 of 36

Amendment 2 to Easement Number 28221

v1.0

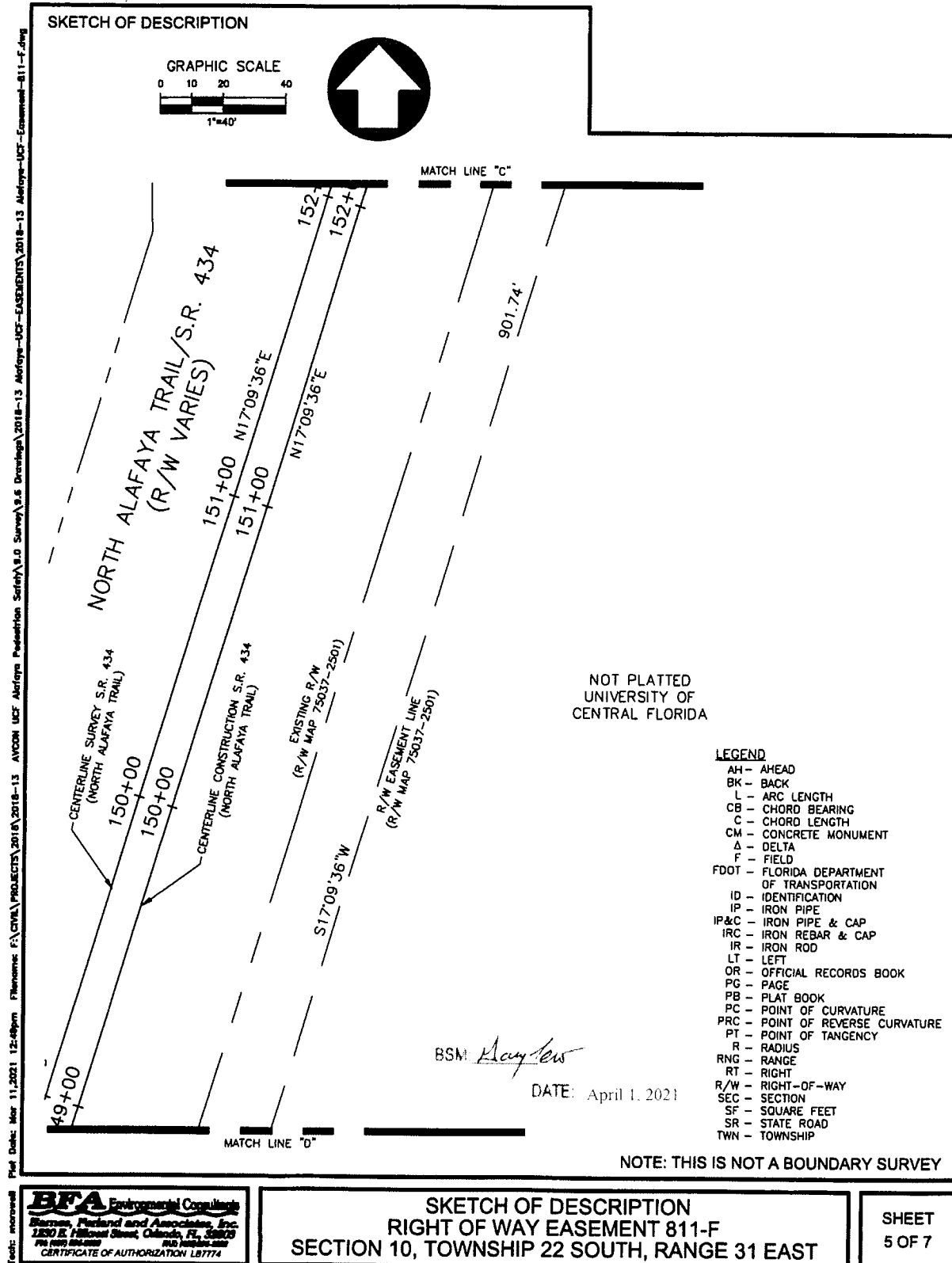
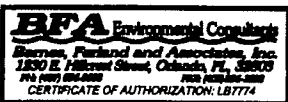


Exhibit "A"

Page 34 of 36

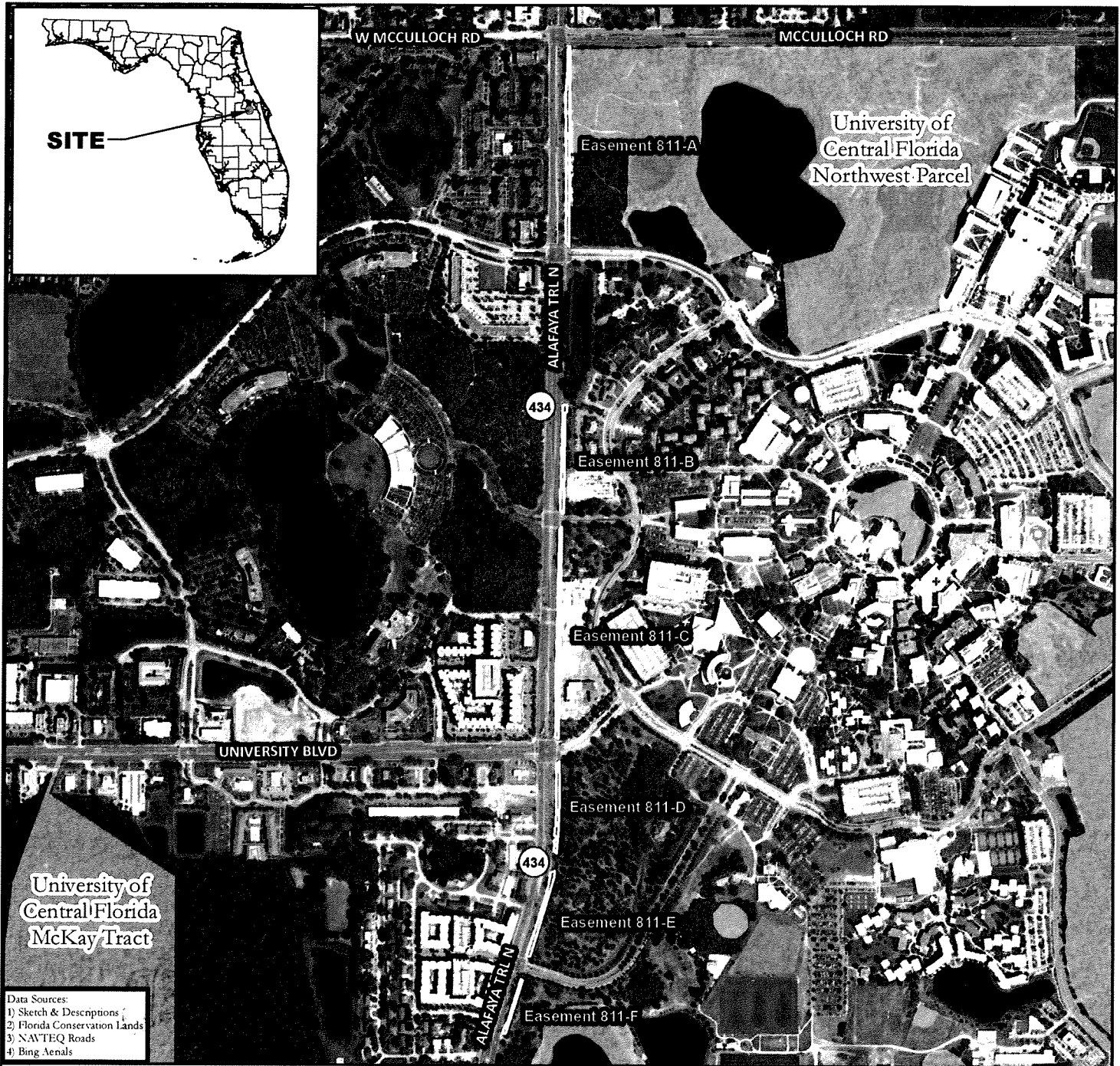
Amendment 2 to Easement Number 28221

v1.0

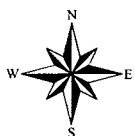
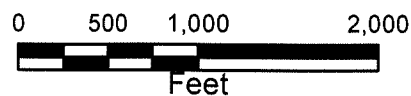


SHEET
7 OF 7

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES
AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Data Sources:
1) Sketch & Descriptions
2) Florida Conservation Lands
3) NAVTEQ Roads
4) Bing Aerials



Easement No. 28221 – Amendment

Orange County, Florida

Work Order No. _____
Easement No. 30912
Within BOT Lease No. 2721
County: Orange
Sec. 3, Twp 22S, Rge 31E
Parcel I.D. # _____
(Maintained by County Appraiser)
Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Cher King, Planner
Co. Name: Dept. of Environmental Protection
Address: Division of State Lands, BPLA
3900 Commonwealth Blvd., MS 130
Tallahassee, Florida 32399-3000

OR Bk 6582 Pg 1106
Orange Co FL 2002-0374705
08/02/2002 08:17:26am
Rec 10.50

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to the City of Orlando, its licensees, agents, successors, and assigns, a non-exclusive easement for the construction, installation, operation and maintenance of a 48-inch diameter reclaimed water transmission main, with the right to reconstruct, improve, add to, enlarge, and remove such facilities or any of them within an easement 40 feet in width described as follows:

Reserved for Circuit Court

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to repair any facilities hereunder within the easement and to operate the same for water main purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with the lines or systems of the water main or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on July 2, 2002.

Signed, sealed and delivered

in the presence of:

Diane Rogowski
Witness Signature

DIANE ROGOWSKI
Type/Print Witness Name

Judy Woodward
Witness Signature

Judy Woodward
Type/Print Witness Name

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

By: Gloria C. Nelson
Gloria C. Nelson, Operations and Management
Consultant Manager, Bureau of Public Land
Administration, Division of State Lands, Department
of Environmental Protection

Approved as to Form and Legality

By: Paul H. Heltin
DEP Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of July, 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 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.

Notary Public
Signature: Diane C. Rogowski

Print Name: _____

My Commission Expires _____

(SEAL)



Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION
40' UTILITY EASEMENT

THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE NW 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH,
RANGE 31 EAST, ORANGE COUNTY, FLORIDA LYING
EAST OF THE RIGHT OF WAY FOR STATE ROAD 434.

ALSO:

THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE NE 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH,
RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

ALSO:

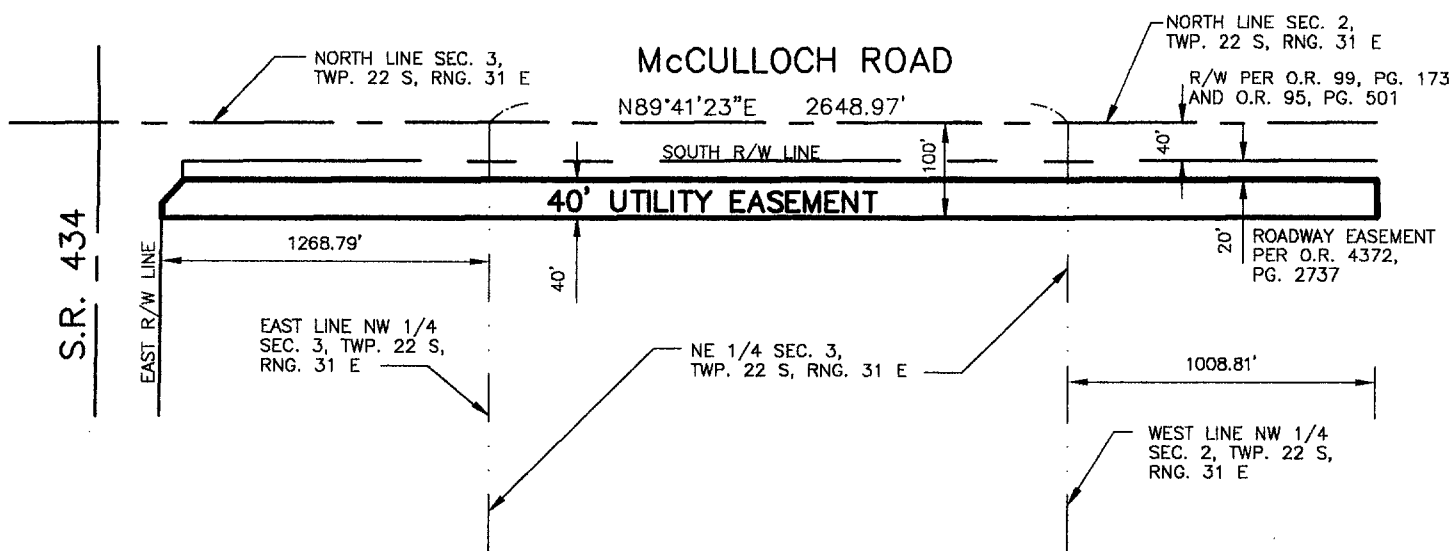
THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE WEST 1008.81 FEET OF THE NW 1/4 OF
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST,
ORANGE COUNTY, FLORIDA.

CONTAINING 4.518 ACRES, MORE OR LESS.

DR Bk **6582** Pg **1107**
Orange Co FL **2002-0374705**
Recorded - Martha O. Haynie



NOT TO SCALE



PROJECT NUMBER: 2000025

DRAWING No: 20025SK4

DATE: 10/17/01

REVISED: _____

BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

427 CenterPointe Circle Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE NORTH LINE OF THE NE 1/4 OF SEC. 3, TWP. 22 S, RNG. 31 E AS BEING N89°41'23"E.

BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 6167

BY:

KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SHEET 1 OF 1

938943 ORANGE
CO., FL

Nov 3 3 55 PM '75

C.R. 2656 Pg 1760

STATE OF FLORIDA

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

E A S E M E N TNo. 25575

X THIS INDENTURE, Made and entered into this 2nd day of June, A. D. 1975, between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, party of the first part, GRANTOR herein, and FLORIDA POWER CORPORATION, a corporation organized and existing under the laws of the State of Florida, with its principal place of business at 3201 - 34th Street South, in the City of St. Petersburg, Florida, party of the second part, GRANTEE herein,

WHEREAS, Grantor is the owner of the hereinafter described premises, constituting property used and possessed by the Florida Board of Regents, which board has agreed to the proposed use of this land under this instrument; and

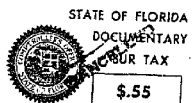
WHEREAS, Grantee has requested Grantor to grant an easement for the construction, installation, operation and maintenance of electric transmission and distribution lines and related facilities, over, under, upon and across the following described land, lying and being in Orange County, Florida, to-wit:

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East 1/2, and 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. The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East.

NOW THEREFORE, for and in consideration of the mutual benefits hereunder and all mutual covenants and conditions contained herein, Grantor does hereby grant to the Grantee, for electric distribution purposes only, the right, privilege and easement to locate its electrical service facilities over, under, upon and across said

*Return to: Florida Power Corporation
P.O. Box 14042, St. Petersburg, Fla. 33733*

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOT BUILDING
TALLAHASSEE, FLORIDA 32304



No. 25575

Page 2

above described land, to construct, operate, maintain, repair and remove its facilities and attain ingress and egress to and upon the premises for the purpose of exercising rights and privileges herein granted.

The parties hereto agree as follows:

Grantee shall have the right to operate, inspect, alter, improve, repair, remove and rebuild its facilities together with the rights and privileges necessary and convenient for the full use and enjoyment thereof.

Grantor covenants that it has the right to convey this easement and the Grantee shall have quiet and peaceful possession, use and enjoyment of said easement.

Grantor shall not utilize the areas in which the facilities are located in any way or manner which would create a dangerous condition with respect to said facilities or create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof, without written notification to Grantee and submission of written plans of such utilization of the easement area.

The intent of this instrument is that Grantor shall provide specific easement areas to Grantee for electric lines and related facilities to serve existing and future development within the above described property. Accordingly, such specific easement areas within said property will be designated on numbered drawings furnished by Grantee as the need shall arise and approved by an appropriate administrative official of the Board of Regents, whereupon said drawings shall be recorded as a supplement to this easement. Such specific easement areas shall be a minimum of ten feet in width extending at least five feet on each side of the centerline of all electric lines, with appropriately wider or larger easement areas when required by higher voltages or related facilities.

No provision of this instrument shall conflict with or supersede the provisions of that certain Indenture of the 27th day of September, 1966, between the State Board of Education of Florida

No. 25575

Page 3

and Grantee herein and which granted an easement for electrical transmission line rights of way and a substation site located in the NW 1/4 of Section 11, Township 22 South, Range 31 East.

By acceptance of this easement, Grantee covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement, other than for acts of negligence of the Grantor, its agents or employees.

This easement is effective, subject, however, to the automatic reversion to the Grantor of all lands described herein and the cessation and termination of this easement when said lands are not utilized for the purposes outlined in this instrument; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

The recordation of this instrument shall constitute acceptance of the aforementioned conditions, reservations, reversions and covenants.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND

Reubin O. L. Walker
Governor

James A. Smith
Secretary of State

Robert H. Harbo
Attorney General

Genard M. Lewis
Comptroller

No. 25575

Page 4

Thomas W. Smalley
Treasurer

Belmont D. L. Smith
Commissioner of Education

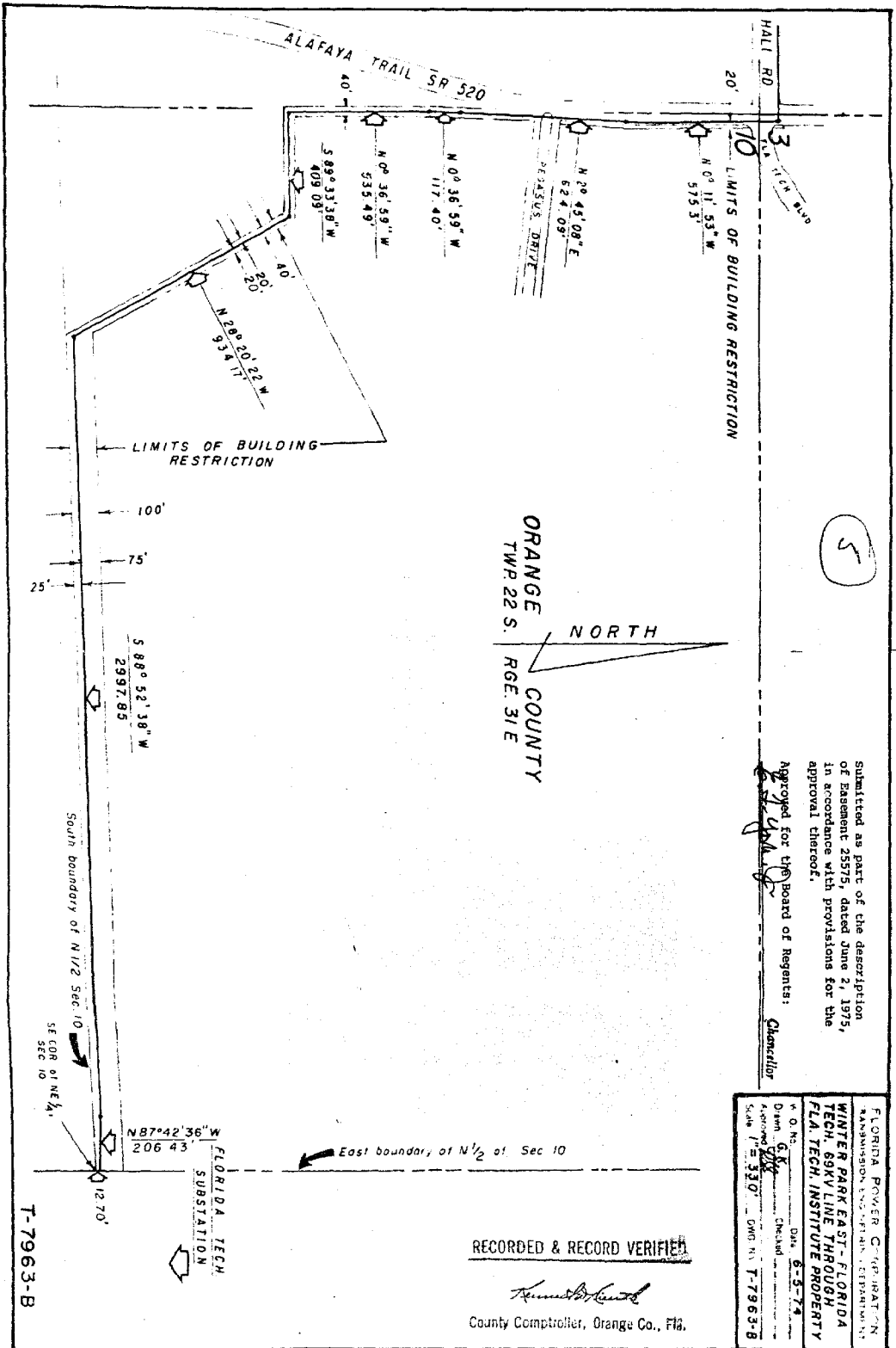
Doyle Connor
Commissioner of Agriculture

As and Constituting the State of
Florida Board of Trustees of the
Internal Improvement Trust Fund

APPROVED: FLORIDA BOARD OF REGENTS

(SEAL)
FLORIDA BOARD OF REGENTS

BY: Robert S. Mautz
Chancellor



Action no. 23450
ATE2

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

AMENDMENT NUMBER ONE TO EASEMENT NUMBER 25575

THIS EASEMENT AMENDMENT is entered into this 16th day of
OCTOBER, 2014, by and between the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred
to as "GRANTOR" and DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida
corporation, f/k/a FLORIDA POWER CORPORATION, hereinafter referred to as
"GRANTEE";

WITNESSETH

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 June 2, 1975, GRANTOR granted Easement Number 25575 to
GRANTEE for construction, installation, operation and maintenance of electric
transmission and distribution lines and related facilities (the "Easement");
and

WHEREAS, the Easement provided that future specific easement areas
would be designated by numbered drawings furnished by the Grantee as the need
arises, and as approved by the Florida Board of Regents; and

WHEREAS the University of Central Florida, as successor in interest to
the Florida Board of Regents lease no. 2721 from Grantor to the Florida Board
of Regents, has provided a written statement of need and approval; and

WHEREAS, GRANTOR AND GRANTEE desire to amend said easement to include the specific easement areas within the easement area through this recorded supplement.

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 area of Easement Number 25575 is hereby amended to include, as a supplement, the specific easement areas within the easement area and designated on the drawings described in Exhibit "A" attached hereto, and by reference made a part hereof, for the purpose of installing two new distribution feeder lines.
2. The terms of this Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
3. It is understood and agreed by GRANTOR and GRANTEE that in each and every respect the terms and conditions of Easement Number 25575, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by GRANTOR and GRANTEE as of the effective date of this Amendment.

Remainder of page intentionally left blank.
Signature page to follow.

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

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

David Lee Fewell
Witness

DAVE FEWELL
Print/Type Witness Name

Cheryl McCall
Witness

Cheryl McCall
Print/Type Witness Name

By: Cheryl McCall (SEAL)
Cheryl McCall, CHIEF,
BUREAU OF PUBLIC LAND ADMINISTRATION,
DIVISION OF STATE LANDS, FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

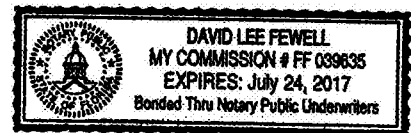
The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2014, by Cheryl McCall, as Chief, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

David Lee Fewell
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: [Signature]
DEP Attorney

Duke Energy Florida, Inc., d/b/a
Duke Energy, a Florida corporation,
f/k/a Florida Power corporation

Benita Rostel
Witness
Benita Rostel
Print/Type Name

By: K. Tietig (SEAL)

Kris Tietig
Print/Type Name

Nick Brana
Witness

Title: Manager, Land Services
Distribution (ROW)

NICK BRANA
Print/Type Name

"GRANTEE"

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 13th date of OCTOBER, 2014, by Kris Tietig, as Manager, Land Services Distribution (ROW), of Duke Energy Florida, Inc, d/b/a Duke Energy, a Florida corporation, f/k/a Florida Power Corporation, He is personally known to me or has produced _____ as identification.

Nick Brana
Notary Public, State of Florida

NICK BRANA
Print/Type Notary Name

Commission Number: FF052769

Commission Expires: SEPT. 10, 2017

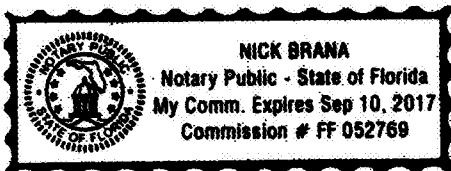


EXHIBIT "A"
PAGE 1 OF 4

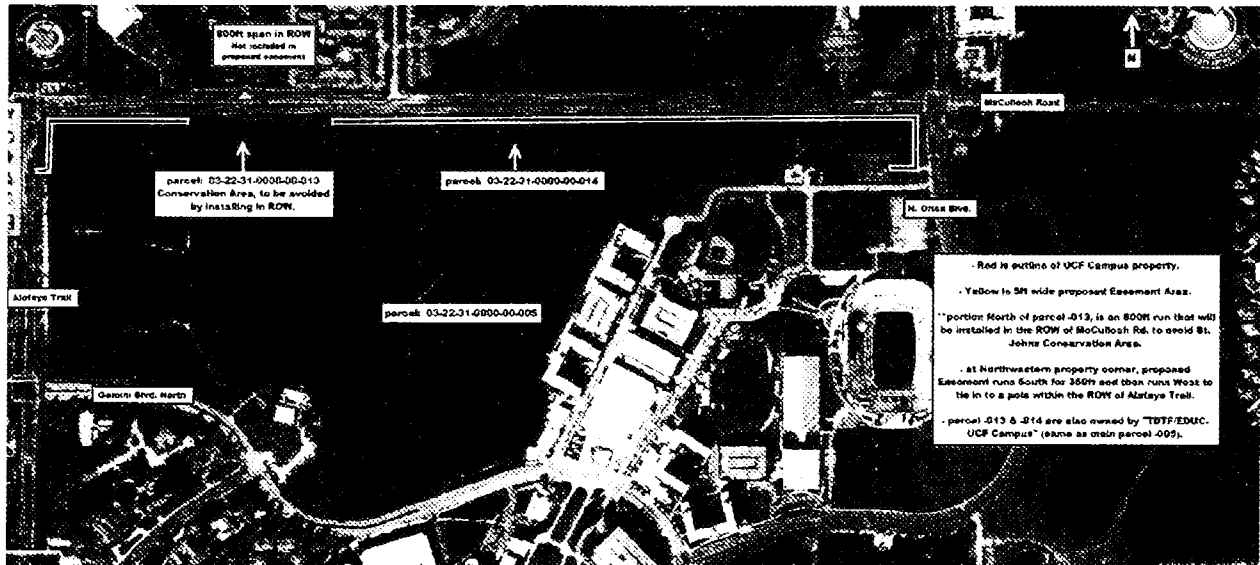


EXHIBIT "A"
PAGE 2 OF 4

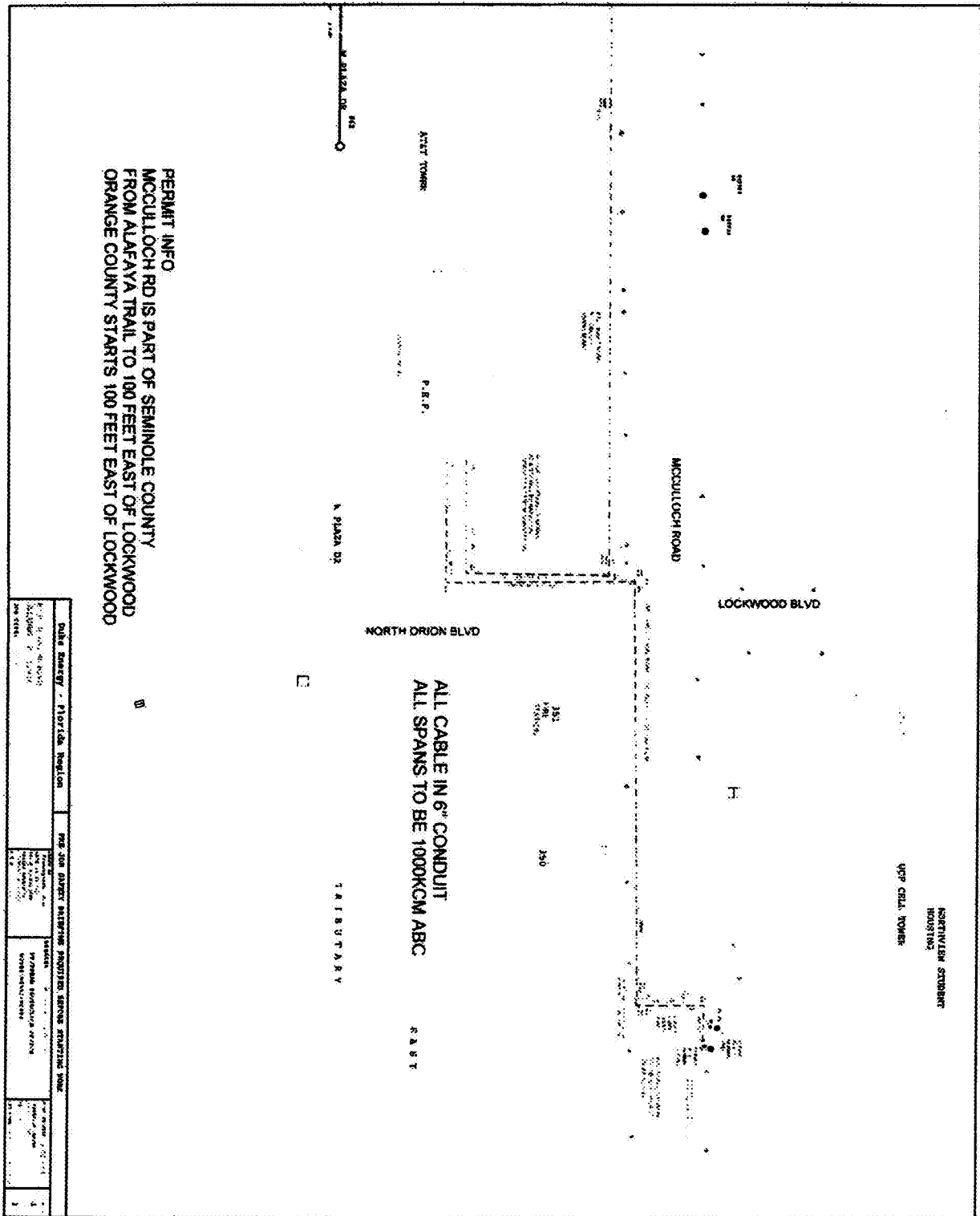


EXHIBIT "A"
PAGE 3 OF 4

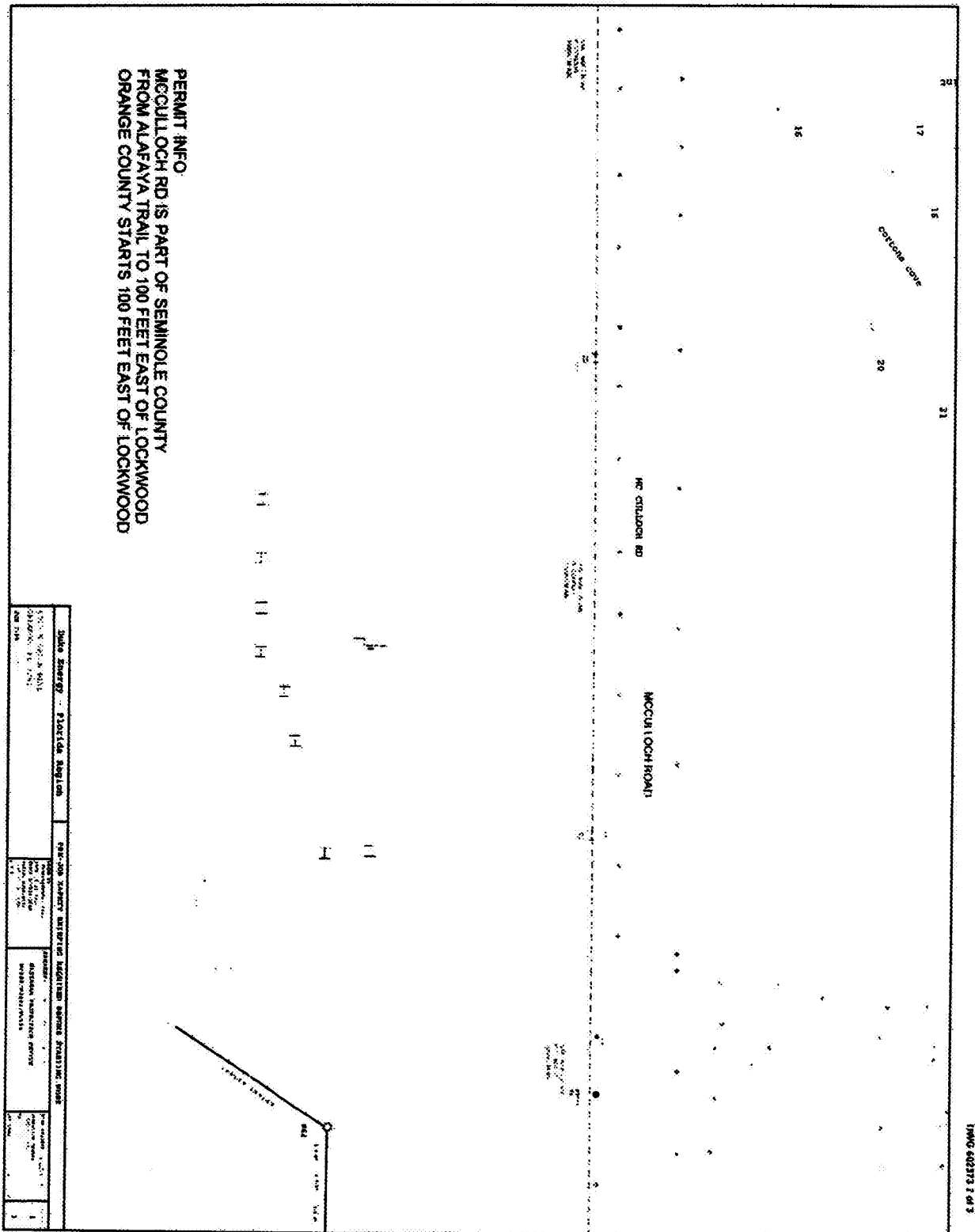
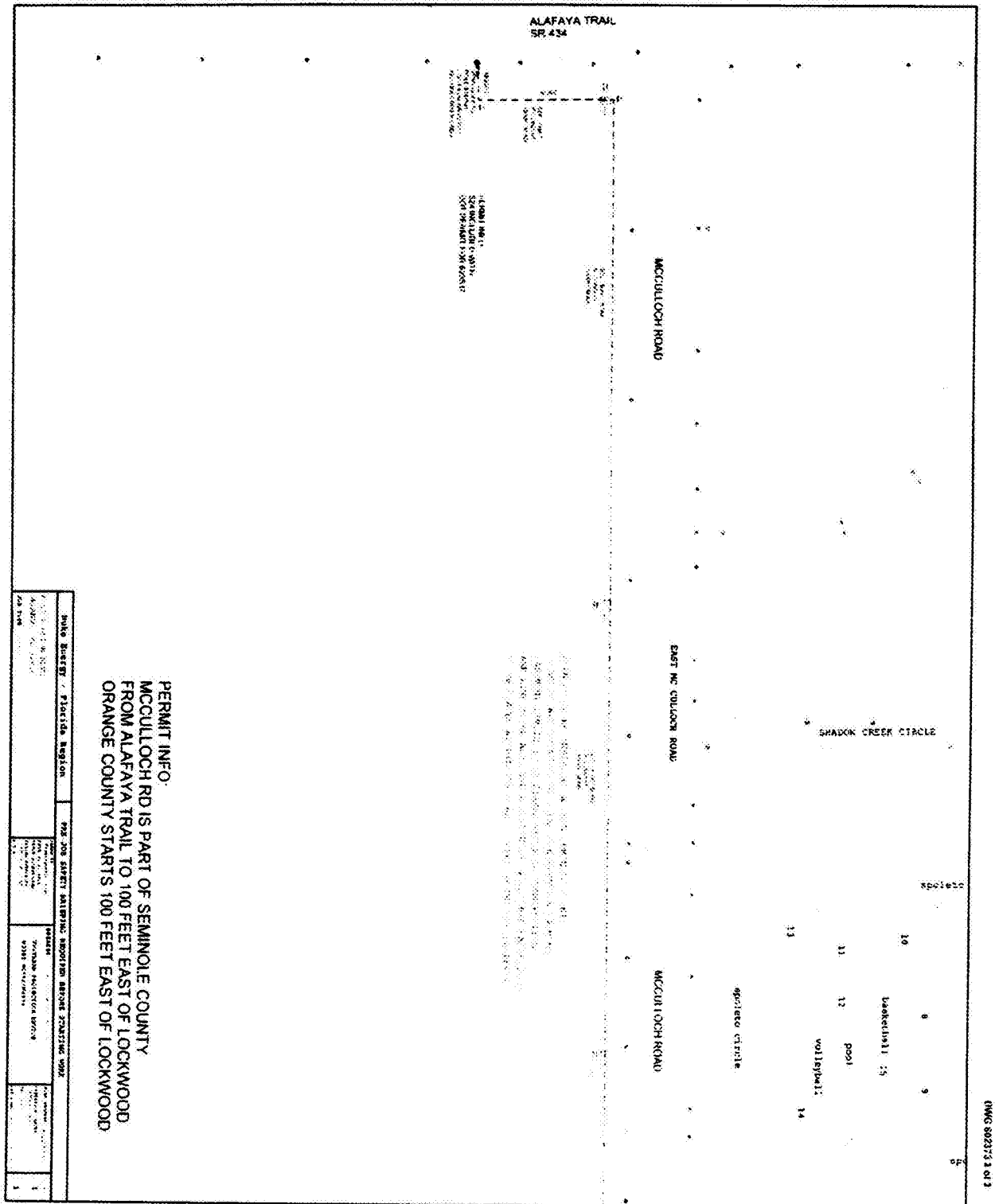


EXHIBIT "A"
PAGE 4 OF 4





DOC # 20180073131
02/06/2018 14:18 PM Page 1 of 6
Rec Fee: \$52.50
Deed Doc Tax: \$0.70
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

MEMORANDUM OF EASEMENT

This Memorandum of Easement, by **FLORIDA POWER CORPORATION n/k/a DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company d/b/a DUKE ENERGY** (hereinafter "DUKE ENERGY"), Post Office Box 14042, St. Petersburg, Florida 33733.

WITNESSETH:

WHEREAS, pursuant to instrument dated June 2, 1975 which was recorded on November 3, 1975, at **Official Records Book 2656, Pages 1760-1764** of the Public Records of Orange County, Florida as **Instrument No. 938943**, (the "Original Easement"), **FLORIDA POWER CORPORATION (n/k/a DUKE ENERGY)** was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the following lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to Right of Way for road over the North 40 feet thereof. The East 1/2, and 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. The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East.

Tax Parcel Number: 03-22-31-0000-00-005

WHEREAS, the Original Easement requires that **DUKE ENERGY** furnish numbered drawings depicting the specific location of facilities which are constructed to serve any future development within the Easement Area as necessary to supplement the Original Easement; and

WHEREAS, **DUKE ENERGY** installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "A", Work Drawing No. 1478537, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "B", Work Drawing No. 1518941, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "C", Work Drawing No. 13576, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "D", Work Drawing No. 1624283, attached hereto and made a part thereof; and

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the Original Easement cited hereinbefore.

IN WITNESS WHEREOF, DUKE ENERGY has hereunto affixed their hands and seals the day and year first above written.

DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, a Florida Limited Liability Company

WITNESSES:

Katherine Lopez
Signature of First Witness

Katherine Lopez
Print or Type Name of First Witness

[Signature]
Signature

By: Kris Tietig, Manager Land Services – Florida Region

Nick Brana
Signature of Second Witness

NICK BRANA
Print or Type Name of Second Witness

Mailing Address:

3300 Exchange Place, NP4A
Lake Mary, Florida 32746

State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 9th day of January, 2018, by Kris Tietig, as Manager Land Services - Florida Region of DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, who is personally known to me.

NOTARY SEAL

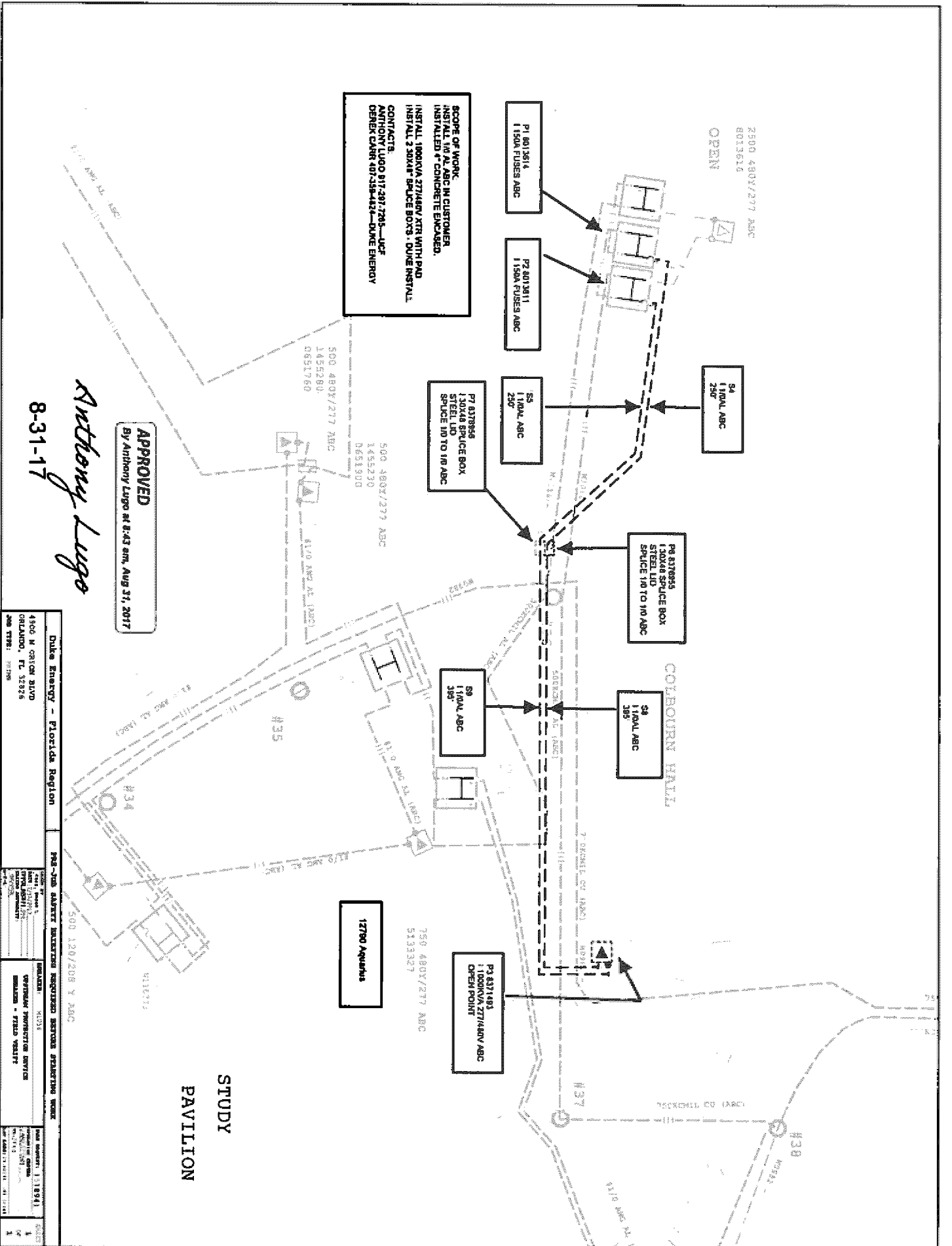


NICK BRANA
Commission # GG 113983
Expires September 10, 2021
Bonded Thru Budget Notary Services

Nick Brana
Name: NICK BRANA
Notary Public
Serial Number:
My Commission Expires:

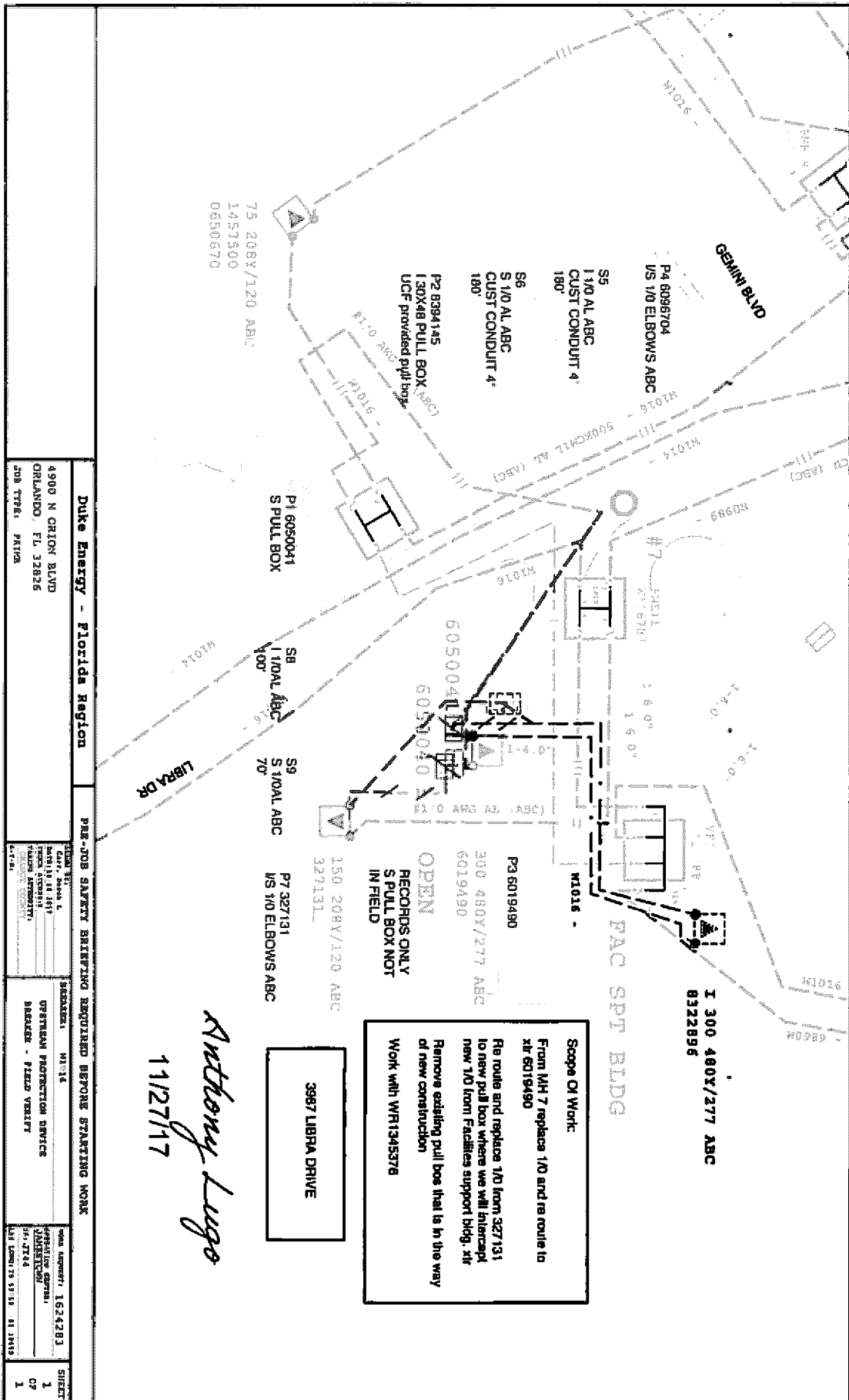


EXHIBIT "B"



Anthony Lugo 8-31-17

EXHIBIT "D"



893-407-W06829-TC2

BOARD OF REGENTS ON BEHALF OF THE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

17.00
17.50

Florida	Rec Fee	\$	17.50
Doc Tax	\$	50	
Int Tax	\$		
Total	\$	17.50	

By MJB
Deputy Clerk

2601917 ORANGE CO. FL.
08:48:00AM 09/19/86

OR3821 PG1385

EASEMENT

Lease No. 2846

THIS INDENTURE, Made and entered into this 6th day of August, A.D. 1986, between the Board of Regents of the State of Florida, acting pursuant to its authority granted by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, party of the first part, Grantor herein, and the Florida Power Corporation, party of the second part, Grantee herein,

WHEREAS, Grantee has requested Grantor to grant an easement for the installation and maintenance of a utility pole and line on and across the following described land, lying and being in Orange County, Florida, belonging to Grantor;

NOW, THEREFORE, for and in consideration of the mutual benefits here under and all mutual covenants and conditions contained herein, Grantor does hereby grant to the Grantee, the right, privilege and easement to locate a utility pole and line, and construct, operate, inspect, alter improve, maintain, repair, remove and rebuild its facilities and attain ingress and egress to and upon the premises for the purpose of exercising the rights and privileges herein granted, upon and across the following described state-owned land, lying and being in Orange County, Florida, to wit:

EASEMENT

A portion of land lying in the SW 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 3, Township 22 South, Range 31 East; Run thence N-89°30'05"-E, along

Please return to
R. E. WISNER
FLORIDA POWER CORPORATION
Attn: Real Estate Department D2D
Post Office Box 14042
St. Petersburg, Florida 33733

J. F. STANFIELD

the South Line of said SW 1/4 of Section 3, Township 22 South, Range 31 East, a distance of 1344.85 feet to a railroad spike lying at the intersection of the centerline of State Road No. 520 (Alafaya Trail) and the South line of said SW 1/4 of Section 3, Township 22 South, Range 31 East; Thence continue N-89°30'05"-E, along said South line a distance of 51.66 feet; Run thence N-00°29'55"-W, a distance of 53.29 feet to the Point of Beginning, being the intersection of the Northerly Right-of-Way of University Boulevard and the Easterly right-of-Way of State Road No. 520 (Alafaya Trail), also being the point of curve; Thence Northerly along said Easterly Right-of-Way of State Road No. 520 (Alafaya Trail) 12.31 feet along a curve, concave to the East, having a radius of 5679.65 feet, through a central angle of 00°07'27" to a Department of Transportation Right-of-Way concrete monument, also being the point of tangency; Run thence along said Easterly Right-of-Way, N-01°10'28"-E, a distance of 59.55 feet; Run thence S-88°49'32"-E, a distance of 10.00 feet; Run thence S-01°10'28"-W, a distance of 60.63 feet; Run thence N-88°25'53"-E, a distance of 57.11 feet; Run thence S-01°34'07"-E, a distance of 3.75 feet to said Northerly Right of Way of University Boulevard, also being a non-tangent curve, concave to the North, having a radius of 375.74 feet and to which beginning a radial line bears N-12°40'27"-W; thence Southwesterly along said Northerly Right-of-Way of University Boulevard, 68.09 feet through a central angle of 10°23'00" to the Point of Beginning.

By acceptance of this easement, Grantee covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Regents, University of Central Florida, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

DR302: PG1386

This easement is subject to the automatic reversion to the Grantor of all lands described herein and the cessation and

termination of this easement when, in the opinion of the Grantor, said lands are not utilized for the purposes outlined in this easement; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

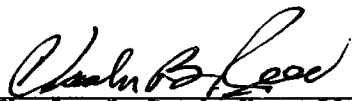
The recordation of this instrument shall constitute acceptance of the aforementioned conditions, reservations, reversions and covenants.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Regents has hereunto subscribed his name and has caused the official seal of the Board of Regents to hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

Florida Board of Regents

Attest (Seal)

BY


Charles B. Reed, Chancellor
Florida Board of Regents
Acting on behalf of the Board of
Trustees of the Internal
Improvement Trust Fund as
authorized under amendment to
Lease Number 2846, 1986.

OR382! PG1387

In witness whereof, the said Florida Power Corporation,
Grantee, whose post office address is Post Office Box 14042,
St. Petersburg, Florida, 33733, has hereunto set its hand this
2ND day of SEPTEMBER, 1986.

Signed in the
presence of:

James Scota
Witness

D. H. Van De Bogert
Witness



[Signature]
Florida Power Corporation

Name: G. C. MOORE

Title: VICE PRESIDENT

Subscribed and sworn to before me, the undersigned authority, this
2ND day of SEPTEMBER, 1986.

My Commission Expires: DEC. 28, 1987

SHIRLEY A. BENTLEY, VIKER
Shirley A. Bentley
County Commissioner, George Co., FL

[Signature]
Notary Public

OR3821 PG1388

#60-70

This instrument prepared and
legal description approved
Date: February 10, 1989 By: ALICIA CREW
City: Deland, Florida
State of Florida
Department of Transportation

PARCEL NO. 22.4R
SECTION 75037-2501
STATE ROAD 434 (Alafaya Trail)
COUNTY ORANGE

3259543 ORANGE CO., FL.
03:16100PH 05/23/89

Form 7422-11.1

SUBORDINATION OF UTILITY INTERESTS

OR 4082 PG 4521

THIS AGREEMENT, entered into this 12th day of May, 1989, by
and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called
Department, and FLORIDA POWER CORPORATION, hereinafter called Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been
determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require
subordination of the interest claimed in such lands by Utility to the Department; and

WHEREAS, the Department is willing to pay to have the Utility's facilities
relocated if necessary to prevent conflict between the facilities so that the
benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the
parties hereto, Utility and Department agree as follows:

Utility subordinates any and all of its interests in the lands described as
follows, to wit:

PARCEL NO. 22	Rec Fee \$ <u>17.00</u>	MARTHA O. HAYNIE,
	Add Fee \$ <u>2.50</u>	Orange County
	Doc Tax \$	Comptroller <u>aj</u>
	Int Tax \$	By
That part of:	Total \$ <u>19.50</u>	Deputy Clerk

SECTION 75037-2501

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:

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°03'06" 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 10°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 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.

to the interest of the Department, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such lands, including but not limited to the claim of interest based on the following:

Instrument	Date	From	To	O.R.	
				Book & Page	
Easement	8-6-86	T.I.I.T.F.	Florida Power Corporation	3821	1385

PROVIDED that the following rights are reserved to Utility:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Department's current minimum standards for such facilities as required by the State of Florida, Department of Transportation, Utility Accommodation Guide, dated July, 1979. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Department. Should the Department fail to approve any new construction or relocation of

facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the Department hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Department's facilities.

3. The Utility agrees to repair any damage to Department facilities and to indemnify the Department against any loss or damage resulting from the Utility exercising its rights outlined in paragraphs 1 and 2 above.

IN WITNESS WHEREOF, it is expressly understood and agreed that the rights of the undersigned to obtain compensation and/or reimbursement for any utility adjustment and/or relocation required now or at any time in the future shall in no way be impaired or diminished by anything herein contained.

Page 4
(1)

PARCEL NO. 22.4R
SECTION 75037-2501

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Quinda S. Underhill

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By Thomas F. Barry, Jr.
Thomas F. Barry, Jr., P.E.
Acting District Secretary
for District Five

Nancy J. Landry

STATE OF FLORIDA
COUNTY OF VOLUSIA

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

BY: George L. Smith
DISTRICT COUNSEL

The foregoing instrument was acknowledged before me this 12 day of May, 19 89, by Ben G. Watts, District Secretary for District Five.
Thomas F. Barry, Jr., P.E. Acting District Secretary

Quinda S. Underhill
Notary Public
State of Florida
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION END SEPT 30, 1993
NOTARY, TWO: GENERAL JRS. DIST.



Signed, sealed and delivered
in our presence as witnesses:

Diann H. Vance Bogart

Diann H. Wallace

FLORIDA POWER CORPORATION

By Philip C. Henry
VICE President

ATTEST: Cathleen P. Kortright
Assistant Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE me personally appeared Philip C. Henry and Cathleen P. Kortright, to me well known, and known to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above-named Utility and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and the said instrument is the free act and deed of said Utility.

WITNESS my hand and official seal this 24th day of April, 19 89

Donald H. Hahn
Notary Public
State of Florida
My Commission Expires: DEC. 28, 1991

RECORDED & RECORD VERIFIED

Martha O'Haynes
County Comptroller, Orange Co., FL

OR 4082 PG 4 524

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

CR4024864559

Easement No. 28117

THIS INDENTURE, Made and entered into this 15th 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.

THOMAS H. LOCKER,
Orange County
Commissioner
By: [Signature] Deputy Clerk
32.00
5.00
2.00
49.00
Total

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.

OR4024PG4561

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
Ray J. Schieding
Witness

By: Hal M. Maresca (SEAL)

Its: Vice-Chairman

OF THE USE AND
OF ORANGE COUNTY
APPROVED AS TO

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
15th day of August, 1988, by Hal M. Maresca
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
9th day of September, 1988, by
Charles B. Reed, as Chairman.

Dorinda 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

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

SAE8101

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, 19 89, 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.

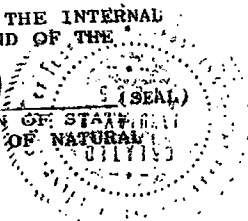
Sylvia Scott
Witness
Bernard Knight
Witness

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. Clark (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. Clark
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 19th 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 Notary Public Underwriters, 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

THANK YOU
FOR YOUR BUSINESS
AND SUPPORT

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS