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

EASEMENT

Easement No. 28221

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

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

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

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

(See Exhibit A Attached)

Subject to the following terms and conditions:

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

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

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.

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

By: _____ (SEAL)
DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

"GRANTOR"

Sylvia Scott
Witness

Barnard Knight
Witness

STATE OF FLORIDA
COUNTY OF LEON

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

Teresa R. Cook (SEAL)
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires July 14, 1992
Bonded Thru Troy Fain - Insurance Inc.

My Commission Expires:

Approved as to Form and Legality

By: Eugene E. McCall Jr.
DNR Attorney

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By: Ben G. Watts (SEAL)

Its: District Secretary

"GRANTEE"

Linda S. Underhill
Witness

Nancy J. Heath
Witness

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.

Linda S. Underhill (SEAL)
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 30,1991
BONDED THRU GENERAL INS. UND.

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

BY: Lease S. Lovett
DOT 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:

Commence at the Scutheast 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 eginning of a curve concave Easterly having a radius of 1838.08 feet and a chord earing of South 16°08'03" West; thence Southerly along the arc of said curve through 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

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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.

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

NOT VALID UNLESS SIGNED AND SEALED

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