TFI Cover Sheet

DM ID _____

Document Type: Trustees of the Internal Improvement Trust Fund Instruments

Instrument: [ ]Deed [ ]Lease [X]Easement [ ]Permit [ ]Management Agreement

[ ]Use Agreement [ ]Disclaimer [ ]Quitclaim [ ]Dedication [ ]Release

[ ]Acts of Legislation [ ]Other

Instrument Number: 30794

Extension: 000

File Number: 0000

Document Date: 04-03-2002

Consideration: _____

Water Body: _____

Reservations / Reverter: Y/Y

Original County: Orange

Section: 10, 11

Township: 22 S

Range: 31 E

Total Area / Area Unit: _____ (A) Acreage (S) Square Feet

Comments:

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 26 2002 GG/HH

OAE1

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

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

Witness
Judy Woodard
Print/Type Witness Name

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:

CHERYL J. KING
MY COMMISSION # CC 852921
EXPIRES: November 7, 2003
Bonded Thru Notary Public Underwriters

Approved as to Form and Legality

By: Sally H. Hill
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, County Chairman

DATE: MAR 26 2002

"Sublessee"

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

BY: _____
Deputy Clerk

Rosllyn M. Stapleton
Printed Name

BOARD OF COUNTY COMMISSIONERS · ORANGE COUNTY FLORIDA ·

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 G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTE

April 12, 2001
Date

Wm. Robert Wiggers, PLS 4384

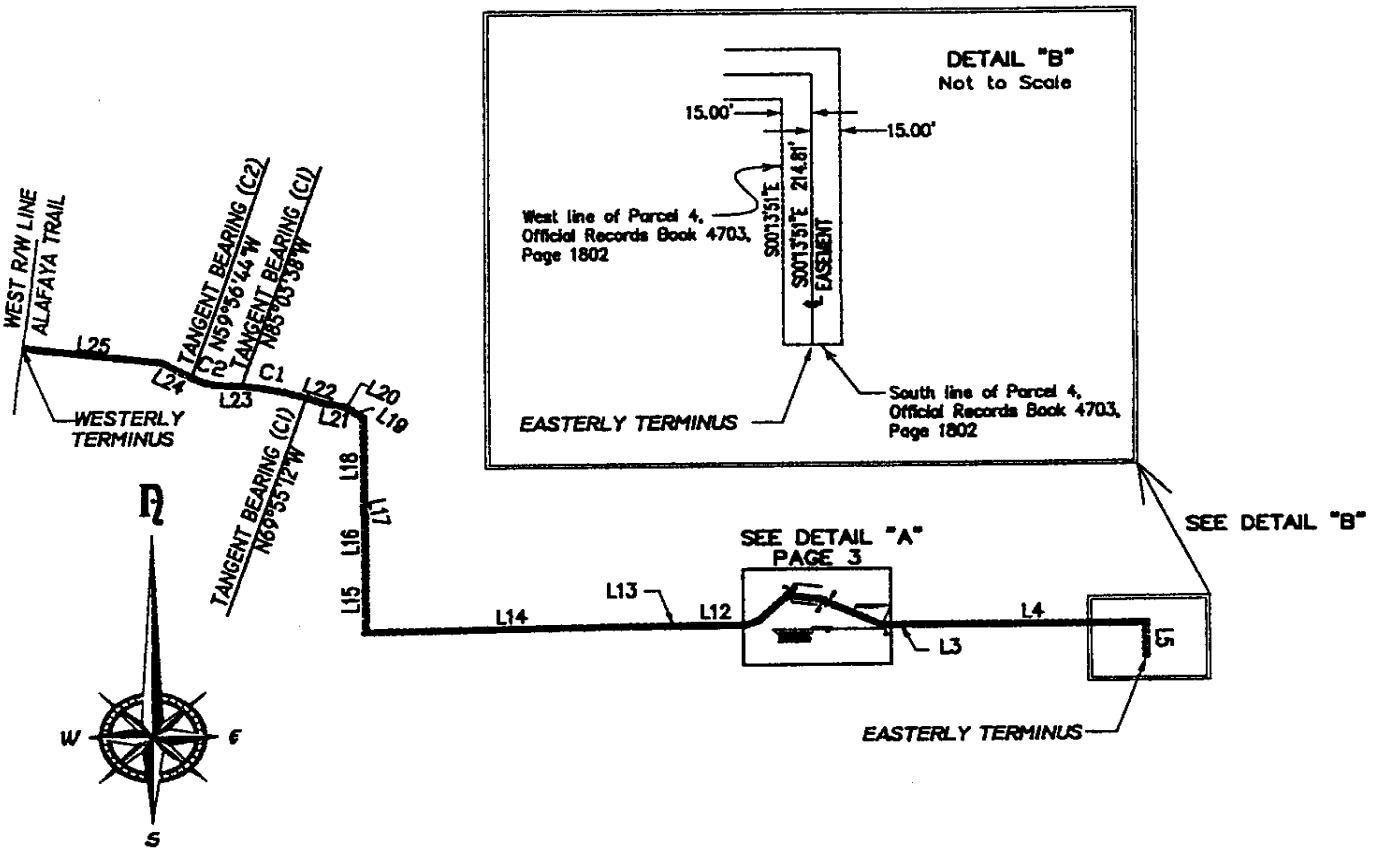
NOT VALID WITHOUT EMBOSSED SEAL AND ORIGINAL SIGNATURE

SCALE: NOT APPLICABLE | 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 1 OF 4



THIS IS NOT A SURVEY

GRAPHIC SCALE

1000 0 500 1000 2000

(IN FEET)

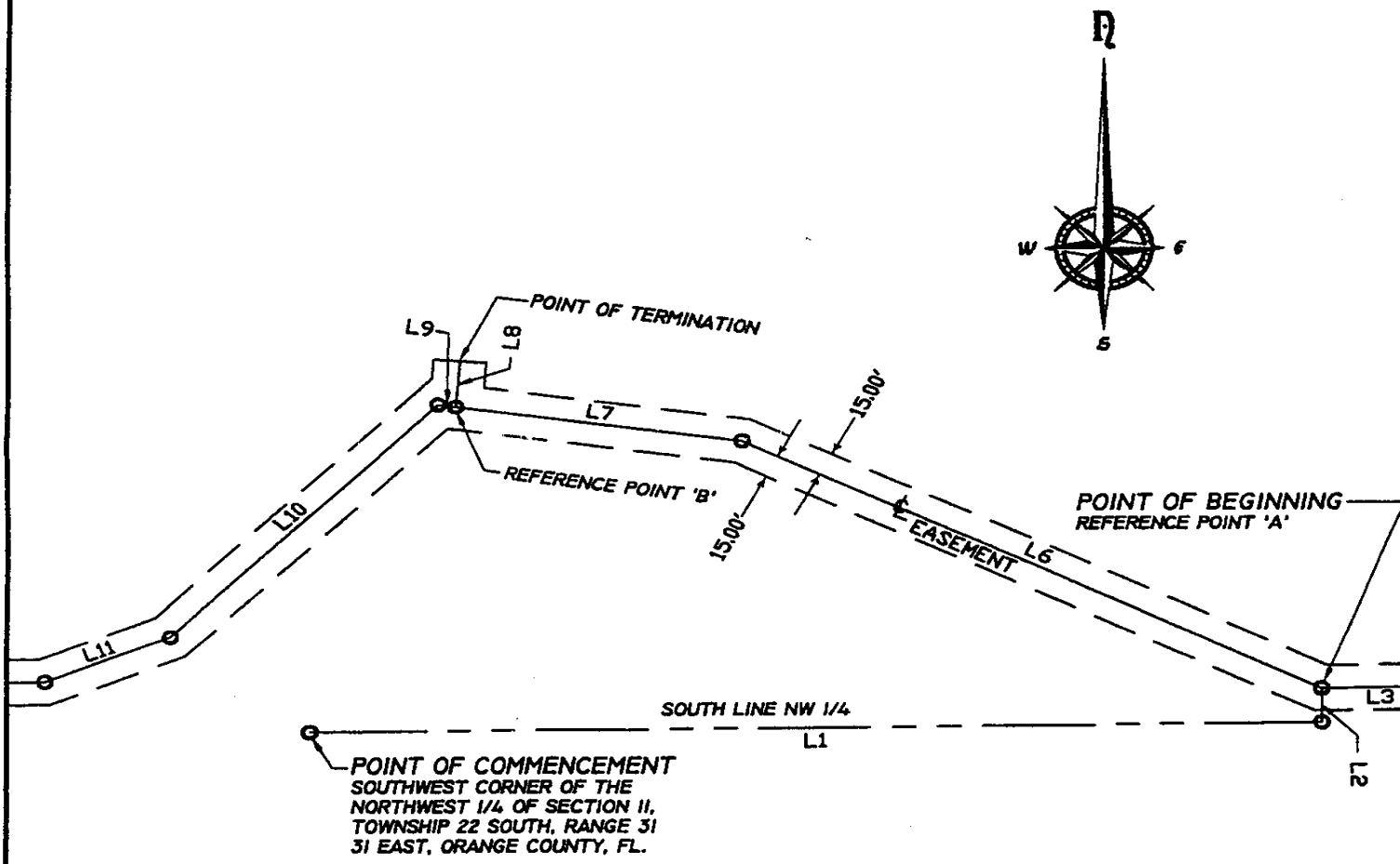
SCALE: 1" = 1000' | DRAWING FILE: 1248SKUE

JONES, HOECHST & ASSOCIATES, INC.
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LB 6542

SKETCH OF DESCRIPTION

ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248 | SHEET 2 OF 4



THIS IS NOT A SURVEY

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

DETAIL "A"

SCALE: 1" = 100' | DRAWING FILE: 1248SKUE

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SKETCH OF DESCRIPTION

ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248 | SHEET 3 OF 4

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

	SCALE: NOT APPLICABLE | DRAWING FILE: 1248
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 4 OF 4