

This Easement was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 38588

OAE1
[0.14 acres +/-]

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

EASEMENT

Easement Number 33195

THIS EASEMENT, made and entered into this _____ day of _____ 20___, 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 **PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by The University of Florida Board of Trustees under Lease Number 3653 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for public road right-of-way; and

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

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

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

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, State of Florida Department of Environmental Protection.

2. **TERM:** GRANTOR does hereby grant to the GRANTEE an easement for as long as the easement is used and maintained for public road right-of-way. If the easement is ever abandoned for public road right-of-way, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to construction and maintenance of County Road Number 880, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

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

4. **ASSIGNMENT:** This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.
6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.
7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall it be construed as a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.
8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.
11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay the following liabilities that accrue to the Easement Area or to the improvements thereon: taxes of every kind; any and all drainage and special assessments; all mechanic's or materialman's liens; and any other similar tax, assessment or lien which may be hereafter lawfully assessed and levied against this easement.
17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.
18. **RECORDING OF EASEMENT:** GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which

contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

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

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

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

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

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

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

(SEAL)

BY:

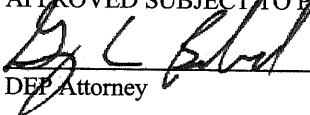
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, 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.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

08-20-2018
Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

EXHIBIT "A"

DESCRIPTION OF PERMANENT EASEMENT

A PARCEL OF LAND LYING SOUTHWEST OF AND ADJACENT TO THE SOUTHWESTERLY RIGHT OF WAY LINE FOR COUNTY ROAD 880 WITHIN THE NORTHEAST QUARTER OF THE SECTION 10, TOWNSHIP 44 SOUTH, RANGE 37 EAST IN PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 01°17'00" WEST, ALONG THE EAST LINE OF SAID SECTION 10 FOR 205.64 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE FOR COUNTY ROAD 880;

THENCE CONTINUE SOUTH 01°17'00" WEST ALONG THE EAST LINE OF SAID SECTION 10 FOR A DISTANCE OF 22.52 FEET; THENCE NORTH 61°19'46" WEST, ALONG A LINE 20 FEET SOUTH OF AND PARALLEL WITH THE SAID SOUTH RIGHT OF WAY LINE FOR COUNTY ROAD 880 FOR A DISTANCE OF 312.20 FEET; THENCE NORTH 28°40'14" EAST FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID COUNTY ROAD 880; THENCE SOUTH 61°19'46" EAST, ALONG SAID SOUTH LINE OF COUNTY ROAD 880 FOR A DISTANCE OF 301.84 FEET TO THE POINT OF BEGINNING.

BSM APPROVED

By: S. Kellogg

Date: 7.23.2018

CONTAINING 6,140 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BASIS OF BEARINGS IS SOUTH 01°17'00" WEST RELATIVE TO THE EAST LINE OF SECTION 10, TOWNSHIP 44 SOUTH, RANGE 37 EAST.
2. BEARINGS AND COORDINATES AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES FLORIDA EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) ADJUSTMENT OF 2011 AND WERE ESTABLISHED BY REDUNDANT GPS OBSERVATIONS UTILIZING THE TRIMBLE VIRTUAL REFERENCE SYSTEM AND NGS CONTROL STATIONS PB66 (PID: AD8217) AND PB68 (PID: AD8222).
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50' OR SMALLER.
4. ADDITIONS OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE THE SIGNING PARTY.
5. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, MAP OR PLAT IS NOT VALID AND FOR INFORMATIONAL PURPOSES ONLY.
6. THIS SKETCH AND LEGAL DESCRIPTION HAVE BEEN PREPARED RELYING ON INFORMATION CONTAINED IN THAT CERTAIN COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT No. 580872, DATED: APRIL 20, 2018 @ 11:00 P.M.
7. NEITHER THE SKETCH NOR THE DESCRIPTION ARE COMPLETE WITHOUT THE OTHER.
8. THIS IS NOT A SURVEY.

COORDINATES SHOWN ARE GRID

DATUM= NAD 83, 1990 ADJUSTMENT

ZONE= FLORIDA EAST

LINEAR UNITS= U.S. SURVEY FOOT

COORDINATE SYSTEM: 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND

PROJECT SCALE FACTOR:0.999954656

GROUND DISTANCE X SCALE FACTOR=GRID DISTANCE



CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Thomas E
Whidden

Digitally signed by
Thomas E Whidden
Date: 2018.05.17 11:51:41
-04'00'

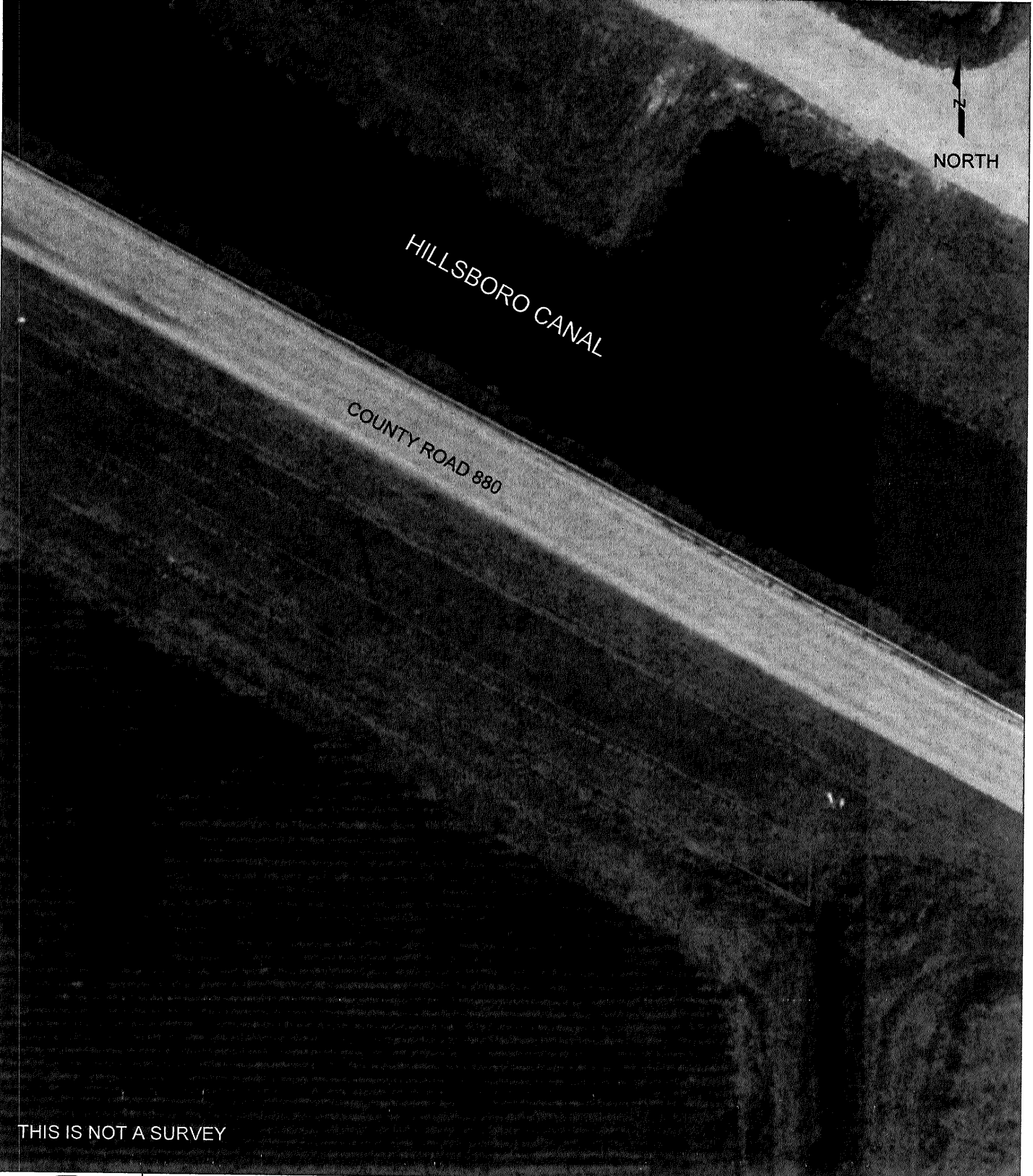
THOMAS E. WHIDDEN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 6225



Whidden Surveying & Mapping, Inc.
9200 Belvedere Road, Ste 114
Royal Palm Beach, FL 33411
Phone: 561.790.5515
Fax: 561.790.6557
www.whiddensurveying.com
Licensed Business No. 7232

EXHIBIT A
PERMANENT EASEMENT

DRAWN	CHECKED	DATE	SCALE	DRAWING NUMBER	SHEET
Tom	CJL	08Feb18	1"=50'	18-018	1 of 2



HILLSBORO CANAL

COUNTY ROAD 880

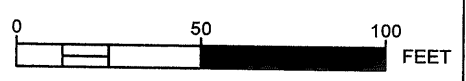
THIS IS NOT A SURVEY



COUNTY ROAD 880, PERMANENT EASEMENT REQUEST
SECTION 10, TOWNSHIP 44 SOUTH, RANGE 37 EAST
PALM BEACH COUNTY, FLORIDA



PERMANENT EASEMENT REQUEST
AREA 0.14 ACRES MORE OR LESS



GRAPHIC SCALE

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD, TALLAHASSEE, FL 32399