This Easement was prepared by:
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Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 40239

INSTR. # 2020000037329, Pages 10 Doc Type: EAS, Recorded: 2/12/2020 at 11:10 AM Linda Doggett Lee County Clerk of the Circuit Court Rec Fees: \$86.50

Deputy Clerk JMILLER #1

OAE1 [56.77 acres +/-]

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

EASEMENT

Easement Number 33292

THIS EASEMENT, made and entered into this day of February 2000 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 LEE 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 Gulf Coast University Board of Trustees under Lease Number 4051 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for installation, operation and maintenance of a public drainage easement; 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 Lee County, Florida, to-wit:

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

subject to the following terms and conditions:

DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the
 Division of State Lands, State of Florida Department of Environmental Protection.

2. TERM: The term of this easement shall be for a period of 50 years commencing on FEBRUARY 4, 2020 and ending on FEBRUARY 3, 2070, unless sooner terminated pursuant to the provisions of this easement.

12.20.2016

3. <u>USE OF PROPERTY AND UNDUE WASTE</u>: This easement shall be limited to installation, operation and maintenance of a public drainage easement, 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. <u>ASSIGNMENT</u>: 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.

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- 6. <u>NON-DISCRIMINATION</u>: 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.
- LIABILITY: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for 7. 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, including attorney's fees, 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. <u>COMPLIANCE WITH LAWS</u>: 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. <u>PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES</u>: 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. <u>SOVEREIGNTY SUBMERGED LANDS</u>: 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. <u>TIME</u>: 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. <u>AUTOMATIC REVERSION</u>: 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**: 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.

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- 19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.
- 20. <u>SECTION CAPTIONS</u>: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

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

WITNESSES: Original Signature Print/Type Name of Witness Original Signature Original Signature Print/Type Name of Witness	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL) 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
Lands, State of Florida Department of Environmental Pr Internal Improvement Trust Fund of the State of Florida	"GRANTOR" efore me by means of physical presence or online notarization this ardson, Chief, Bureau of Public Land Administration, Division of State otection for, as agent for and on behalf of the Board of Trustees of the . He is personally known to me.
APPROVED SUBJECT TO PROPER EXECUTION: 07-09-2019 DEP Autorney Date	Notary Public, State of Florida Printed, Typed or Stamped Name My Commission Expires: Commission/Serial No
	DAVID LEE FEWELL MY COMMISSION # GG 086842 EXPIRES: July 24, 2021 Bonded Thru Notary Public Underwriters

ATTEST: LINDA DOGGETT, Clerk LEE COUNTY CLERK OF COURTS BY: DEPUTY CLERK DATE: DATE: DATE:	BY: By: Brian Hamman, Chairman
APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY BY: Signature Signature Type Print Name Office of County Attorney	"GRANTEE"
STATE OF FLORIDA COUNTY OF LEE	
this 17 day of January , 2020, Brian	before me by means of physical presence or online notarization. Hamman, as Chairman of the Board of County Commissioners of Lee te of Florida. He is personally known to me or who has produced
	Cincton Children Dallin State of Florida

TINA L. BOONE

Notary Public - State of Florida
Commission # GG 918277
My Comm. Expires Oct 21, 2023
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

Tina L. Boone
Printed, Typed or Stamped Name

Commission/Serial No: 66918277

Commission Expires: 10-21-203

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DESCRIPTION:

A PARCEL OF LAND FOR PUBLIC DRAINAGE EASEMENT PURPOSES LYING IN SECTIONS 7, 8, 17, AND 18, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BUCKINGHAM ROAD (66 FEET WIDE) AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SO2'24'31"E, ON SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 140.05 FEET TO A LINE LYING 140.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE S89'07'54"W, ON SAID PARALLEL LINE, A DISTANCE OF 3,403.65 FEET; THENCE S34'03'51"W, A DISTANCE OF 1,611.99 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 120.00 FEET, A DELTA ANGLE OF 44'55'13", A CHORD BEARING OF S56'31'27"W, AND A CHORD DISTANCE OF 91.69 FEET, FOR AN ARC DISTANCE OF 94.08 FEET; THENCE S78'59'03"W, A DISTANCE OF 1,389.32 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 655.00 FEET, A DELTA ANGLE OF 69'54'22", A CHORD BEARING OF S44'01'52"W, AND A CHORD DISTANCE OF 750.51 FEET, FOR AN ARC DISTANCE OF 799.16 FEET; THENCE S09'04'41"W, A DISTANCE OF 591.17 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 45.00 FEET, A DELTA ANGLE OF 100'19'08", A CHORD BEARING OF \$41'04'53"E, AND A CHORD DISTANCE OF 69.10 FEET, FOR AN ARC DISTANCE OF 78.79 FEET; THENCE N88'45'33"E, A DISTANCE OF 1,641.53 FEET; THENCE N85'53'37"E, A DISTANCE OF 358.73 FEET; THENCE N88'14'37"E, A DISTANCE OF 124.61 FEET; THENCE S85'43'44"E, A DISTANCE OF 206.57 FEET; THENCE N88'51'35"E, A DISTANCE OF 3,372.55 FEET; THENCE NOO'24'26"W, A DISTANCE OF 991.69 FEET; THENCE N87'29'13"E, A DISTANCE OF 690.52 FEET TO THE EAST LINE OF THE NORTH 1730 FEET OF THE WEST 3/4 OF SAID SECTION 17: THENCE SOO'13'49"E, ON SAID EAST LINE, A DISTANCE OF 1,160.81 FEET TO THE SOUTH LINE OF SAID NORTH 1730 FEET OF THE WEST 3/4 OF SAID SECTION 17; THENCE S88'58'26"W ON SAID SOUTH LINE, A DISTANCE OF 3,985.65 FEET TO THE SOUTH LINE OF THE NORTH 1730 FEET OF THE EAST 1/2 OF SAID SECTION 18: THENCE S89'21'57"W, ON SAID SOUTH LINE, A DISTANCE OF 2,528.14 FEET; THENCE NOO'38'03"W, A DISTANCE OF 165.04 FEET: THENCE NORTHERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 09'42'44", A CHORD BEARING OF NO4'13'19"E, AND A CHORD DISTANCE OF 21.16 FEET, FOR AN ARC DISTANCE OF 21.19 FEET; THENCE NO9'04'41"E, A DISTANCE OF 238.97 FEET; THENCE S89'18'56"W, A DISTANCE OF 111.74 FEET TO THE WEST LINE OF NORTH 1730 FEET OF THE EAST 1/2 OF SAID SECTION 18; THENCE NO0'35'16"W, ON SAID WEST LINE, A DISTANCE OF 40.00 FEET; THENCE N89'18'56"E, A DISTANCE OF 118.55 FEET; THENCE N09'04'41"E, A DISTANCE OF 311.61 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 735.00 FEET, A DELTA ANGLE OF 69'54'22". A CHORD BEARING OF N44'01'52"E, AND A CHORD DISTANCE OF 842.17 FEET, FOR AN ARC DISTANCE OF 896.77 FEET; THENCE N78'59'03"E, A DISTANCE OF 1,389.32 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 44'55'13", A CHORD BEARING OF N56'31'27"E, AND A CHORD DISTANCE OF 30.56 FEET, FOR AN ARC DISTANCE OF 31.36 FEET; THENCE N34'03'51"E, A DISTANCE OF 1,726.88 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE N89'07'54"E, ON SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, A DISTANCE OF 3,399.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.77 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, TO BEAR NORTH 89'07'54" EAST,

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

FGCU/SUNNILAND CANAL RESTORATION LEE COUNTY DIVISION OF NATURAL RESOURCES SECTIONS 7, 8, 17, AND 18, TOWNSHIP 44 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA



2122 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 FAX: (239) 334-3661 E.B. #642 & L.B. #642

NOTES:

- 1. SKETCH OF DESCRIPTION, PREPARED AS REQUESTED BY LEE COUNTY DIVISION OF NATURAL RESOURCES.
- THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
- 3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION B, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, TO BEAR NORTH 89'07'54" EAST.
- 4. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT
- ORB = OFFICIAL RECORDS BOOK/PAGE
- 6. R/W = RIGHT-OF-WAY
- 7. TYP. = TYPICAL
- B. THIS SKETCH OF DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF
- 9. NOT VALID UNLESS ACCOMPANIED BY ALL SHEETS IN SET.

BSM

DATE: 5.30.2019

NOT A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW. FLORIDA STATUTES CHAPTER 472

KEVIN M. RISCASSI (FOR THE FIRM L.B. 642) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 6433

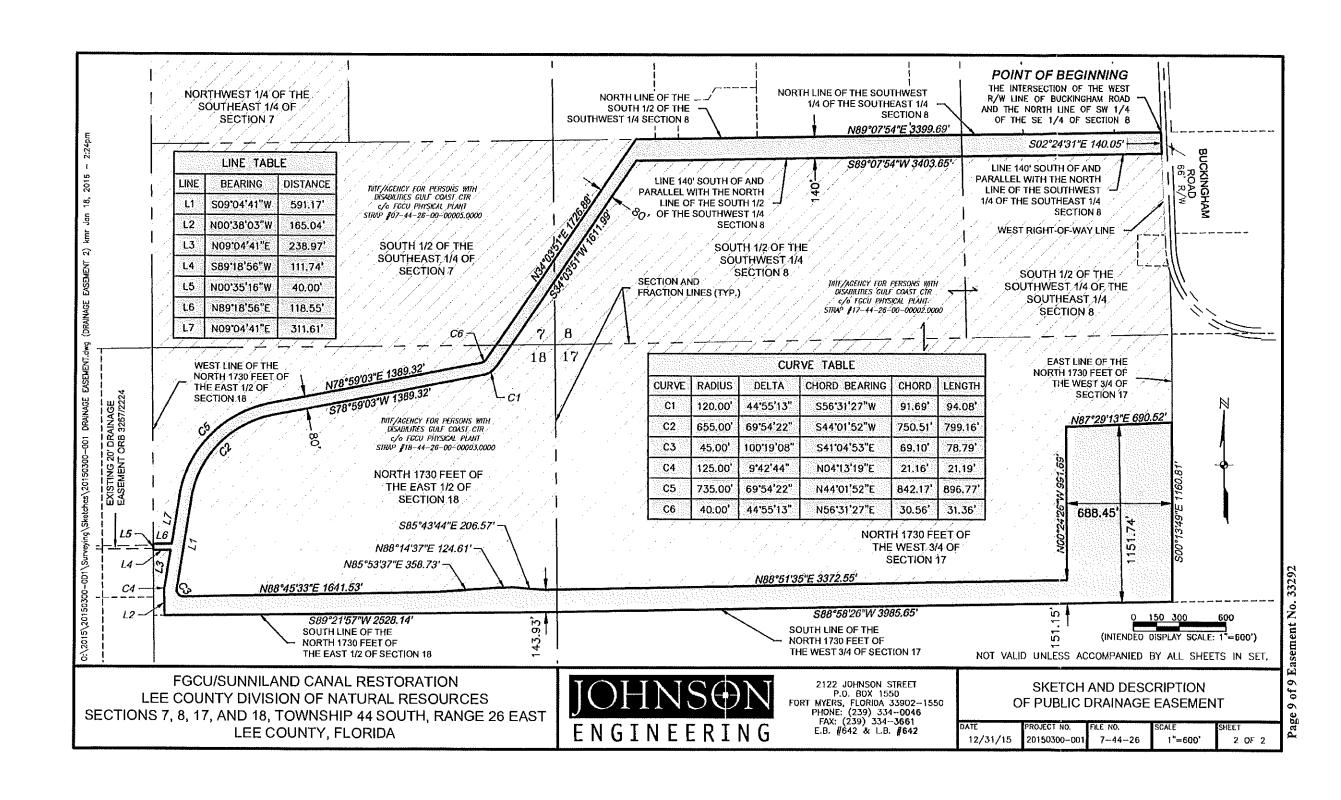
DATE SIGNED!

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

> SKETCH AND DESCRIPTION OF PUBLIC DRAINAGE EASEMENT

PROJECT NO. FILE NO. 12/31/15 20150300-001 7-44-26 1"=600" 00

1 OF 2



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