TEMPORARY AND PERMANENT EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, COLONIAL TRUST COMPANY, N. A., as Trustee for the W. H. Stuart Trust and Co-Trustee for the J. K. Stuart Trust and Sandra H. Mitchell, Co-Trustee for the J. K. Stuart Trust (Grantor) does hereby grant, bargain, sell, convey and release unto Sumter County Recreation and Water Conservation and Control Authority (Grantee), its successors and assigns, a permanent easement for the maintenance and operation of a drainage canal, in, over and upon the following described land situate in Sumter County, Florida:

SEE ATTACHMENT "A"

AND A TEMPORARY EASEMENT OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

All of Sections 34 and 35; Township 20 South, Range 23 East and Sections 2 and 11, Township 21 South, Range 23 East; Sumter County, Florida.

The temporary easement shall be for the purpose of cleaning the Big Prairie Canal as described on Attachment "A" to include cutting of trees from one side of the canal on the existing spoil bank, spreading of existing spoil, cleaning debris, earth and fill and aquatic weeds located in the canal, and dressing the spoil area to provide a roadway when completed. In connection with said project, this easement shall include authority for spoil placement and spoil disposition, if necessary, modification of gradient of existing canal and diking, if necessary. This temporary easement shall terminate upon completion of the work described above, and in any event, shall terminate six (6) months after commencement of said work.

This permanent easement created hereunder shall include:
(1) the operation, maintenance and inspection of the canal and applicable gradient from time to time, and (2) right of ingress and egress at any time through such gates and in such a manner as
may be authorized by the Grantor over and upon the above described land of the Grantor as may be necessary to carry out the purpose of this easement. The Grantor agrees that such authorization for access shall not unnecessarily limit or restrict the Grantee's access to the property which is necessary to carry out the purpose of this easement. The Grantee agrees to give the Grantor or the Grantor's designated agent twenty-four (24) hours notice before seeking access to the Grantor's property, except in emergency situations where such advance notice is not possible.

There is hereby reserved to the Grantor, their heirs, and assigns, the right and privilege to use the above described land of Grantor at any time, in any manner for any purpose not inconsistent with full use and enjoyment by Grantee, its successors and assigns, of the rights and privileges herein granted.

Further, the Grantor hereby reserves all commercial timber within the bounds of the described easement, and the Grantee agrees to permit the Grantor a reasonable time and opportunity to cut and remove such timber before commencing the work contemplated under this easement agreement.

Grantee shall install a culvert and road way across said canal at a place to be agreed upon by the parties and the culvert and roadway so constructed shall be maintained by the Grantee.

To have and to hold the aforesaid easement in, over and above the above described land of Grantor, with all of the rights, privileges and appurtenances hereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its appropriate officer and its seal affixed hereto this __th day of __________, 1984.
Signed, sealed and delivered in the presence of:

[Signature]

Two witnesses

[Signature]

Two witnesses

COLONIAL TRUST COMPANY, N.A.,
As Trustee for the W. H. Stuart Trust and Co-Trustee for the J. K. Stuart Trust

By

Philip C. Barth, Jr.
Senior Vice President and Trust Officer

Sandra H. Mitchell, as Co-Trustee for the J. K. Stuart Trust

ATTEST:

[Signature]

John M. Springstead, P.E.
Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared PHILIP C. BARTH, JR., Senior Vice President and Trust officer of COLONIAL TRUST COMPANY, N.A., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of said COLONIAL TRUST COMPANY, N.A., as Trustee of the W. H. Stuart Trust and as Co-Trustee of the J. K. Stuart Trust.

WITNESS my hand and official seal in the county and state last aforesaid this 14th day of December, 1984.

[Signature]

Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared SANDRA H. MITCHELL, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same as Co-Trustee of the J. K. Stuart Trust.

[Signature]
WITNESS my hand and official seal in the county and state last aforesaid this 17th day of December, 1984.

(Artificial seal)

My commission expires:

STATE OF FLORIDA
COUNTY OF SUMTER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JAMES R. EDWARDS and JOHN W. SPRINGSTEAD, as Chairman and Secretary/Treasurer, respectively, of SUMTER COUNTY RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of said SUMTER COUNTY RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY.

WITNESS my hand and official seal in the county and state last aforesaid this 17th day of December, 1984.

(Artificial seal)

My commission expires:

STATE OF FLORIDA
COUNTY OF SUMTER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JAMES R. EDWARDS and JOHN W. SPRINGSTEAD, as Chairman and Secretary/Treasurer, respectively, of SUMTER COUNTY RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same on behalf of said SUMTER COUNTY RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY.

WITNESS my hand and official seal in the county and state last aforesaid this 17th day of December, 1984.

(Artificial seal)

My commission expires:
CENTERLINE DESCRIPTION OF BIG PRAIRIE CANAL

An easement lying on either side of the centerline of the Big Prairie Canal, the western boundary of this easement being the west bank of said canal and the eastern boundary being a line parallel to and 75 feet east of said centerline as said canal passes through Sections 34 and 35 of Township 20 S; Range 23 E; also, Sections 2 and 11 of Township 21 S; Range 23 E, Sumter County, Florida, the centerline of said canal being more particularly described as follows:

Commencing at the NE corner of Section 34 run N along the N line of Section 34 a distance of 1900' more or less to a point, said point being a Point of Intersection (P.I.) of the said section line and the centerline of the Big Prairie Canal as it presently exists, said point also being the Point of Beginning (P.O.B.). From said P.O.B. 75' on each side as measured at right angles from the following described centerline, run along a tangent S 25°(±) E 4250'(±) to a point, said point being 3850'(±) S of the NE corner of Section 34 along the E line of said Section 34; continued thence S 25°(±) E, 1150'(±) to a P.I. on a tangent: Thence S 0°(±) E, 550'(±) to a P.I. with the S line of said Section 35 said point being 500'(±) E as measured along the S line from the SW corner of said Section 35: Continue along said tangent S 0°(±) E into Section 2; Township 21 S; Range 23 E, 4100'(±) to a P.I. thence S 25°(±) E, 1200'(±) to a P.I. with the S line said Section 2, said point being 1300'(±) E as measured along said S line from the SW corner of said Section 2; continue thence into Section 11; Township 21 S; Range 23 E along said bearing of tangency S 25°(±) E, 3300'(±) to a P.I. with the E boundary of the W½ of said Section 11; said P.I. being 3000'(±) from the NE corner of the W½ of said Section 11 along said E½ line; from said P.I. run S 10°(±) E, 1600'(±) to a P.I. thence S 45°(±) E to the centerline of abandoned Seaboard Coastline Railroad right-of-way, said point being 400'(±) N and 2100'(±) W of the SE corner of said Section 11, said point also being the Point of Terminus (P.O.T.) of this description.

The parties acknowledge that the foregoing description was not prepared from an accurate field survey, and it is the intent of this description to describe the centerline of the Big Prairie Canal.