NON-EXCLUSIVE ACCESS EASEMENT
(Re: Entryway)

THIS NON-EXCLUSIVE ACCESS EASEMENT (the “Agreement”) is made and entered into this 14th day of August, 2008, by and between THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495 (“Grantor”), and DART INDUSTRIES INC., a Delaware corporation, whose address is 14901 South Orange Blossom Trail, Orlando Florida 32837 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Grantor’s Property”); and

WHEREAS, Grantee is the owner of certain real property located in Osceola County, Florida, as more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (“Grantee’s Property”); and

WHEREAS, Grantor desires to grant to Grantee, for the benefit of Grantee and Grantee’s Property, certain non-exclusive, perpetual access easements for vehicular and pedestrian ingress and egress over and across portions of Grantor’s Property as more particularly described herein.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, the parties hereto hereby agree as follows:

1. Recitals. The aforementioned Recitals are true and correct and are incorporated herein this reference.
2. **Grant of Easements.** Grantor does hereby give, grant and convey to Grantee for the benefit of Grantee and Grantee’s Property a non-exclusive perpetual access easement (the “Entryway Easement”) over and across Grantor’s Property, as more particularly described on Exhibit “C” attached hereto and incorporated herein by reference (the “Easement Property”), for the purpose of providing vehicular and pedestrian ingress and egress to and from Grantee’s Property to State Road 441.

3. **Maintenance of Easement Property.** Grantor further agrees that the Easement Property shall remain private and that Grantor shall at all times be solely responsible to maintain and, if necessary, repair and replace the Easement Property. Grantor’s use, operation, maintenance, repair or replacement of the Easement Property shall be done in a manner so as not to unreasonably interfere with Grantee’s use of Grantee’s Property. Notwithstanding the foregoing, the Grantor’s Property and all other parcels located along the east boundary of Grantor’s Property that are purchased by third party owner’s other than Grantee and/or its affiliates (hereinafter individually referred to herein as a “Benefited Parcel”) shall, commencing at the time of commencement of construction on their respective Benefited Parcel, be responsible for their proportionate share of the cost of maintenance of the Easement Property, which proportionate share shall be determined by mutual agreement of Grantor and the owners of each Benefited Parcel. In reaching a mutual agreement for cost sharing, the proportionate share of costs allocated to each Benefited Parcel shall be determined by average daily trips, taking into consideration the frequency, nature, and intensity of a Benefited Parcel owner’s use of the Easement Property. The proportionate share shall be readjusted periodically as construction commences on each Benefited Parcel. The parties hereto acknowledge and agree that the owner of the Grantee’s Property shall not be responsible for any costs associated with the maintenance, repair or replacement of the Easement Property.

4. **Indemnity.** Grantee and the owner of each Benefited Parcel (by taking title to such Benefited Parcel) do hereby covenant and agree to indemnify, protect, defend and hold Grantor harmless from and against any and all claims, actions, causes of action, loss, damage, liability, injury, cost of expense of any nature, whatsoever, arising or resulting from or in any manner pertaining to the exercise of any rights granted hereunder to such party or the failure of such party to perform any duty or obligations impose hereunder by Grantor or any of its successors, assigns, employees, agents, representatives, guests, invitees, licensees, or contractors, including, without limitation, attorneys’ fees and paralegals’ fees (whether an action is actually commenced, or, whether incurred before, during or after trial, upon any appellate level, or in any administrative proceeding, mediation, arbitration or proceeding in bankruptcy or insolvency).

5. **Insurance.** Grantee covenants and agrees that, during the term of the Agreement and the Grantee’s sole cost and expense, the Grantee shall maintain public liability insurance with limits of at least One Million Dollars ($1,000,000.00) per occurrence for personal injury, death or property damage that could occur within the Easement Property. The policy or policies required under this Agreement shall include Grantor as a named insured. Grantee shall, upon request by Grantor, provide Grantor with
a certificate evidencing the insurance required by this Agreement, together with a receipt showing payment of the applicable premium. Such policy or policies will be issued by a company or companies authorized to do business in the State of Florida by its Insurance Commissioner.

6. **Covenants Running With The Land.** All of the covenants, terms, agreements and restrictions set forth in this Agreement are intended to be, and are construed as, covenants running with the land, and shall be binding upon, and inure to the benefits of, Grantor’s Property and Grantee’s Property and each of the owners thereof, and their respective successors in interest, devisees, grantees, heirs, personal representatives and assigns.

7. **No Waiver.** Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

8. **Merger.** This Agreement constitutes the entire Agreement between Grantor and Grantee and supersedes any and all prior or written agreements between the parties. This Agreement may not be modified or amended in any manner other than by written amendment executed by all of the owners of Grantor’s Property and Grantee’s Property and recorded in the Public Records of Osceola County, Florida.

9. **Notice.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have given if delivered personally or if mailed, postage prepaid, by United States Certified Mail, Return Receipt Requested, or if sent by nationally recognized overnight courier service, e.g. Federal Express, to the addresses set forth above in the Preamble to this Agreement, or to such other street address or addresses as the party to be given notice may have furnished in writing to the parties seeking or desiring to give notice, as place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other party in a manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally, or if mailed three (3) days after it shall have been deposited in the United States Mail, or two (2) days after it has been deposited with a recognized overnight courier service.

10. **Time of the Essence.** Time is of the essence of each and every covenant of this Agreement.

11. **Construction.** This agreement shall be construed under the laws of the State of Florida. Venue for any action involving this Agreement shall lie only in Osceola County, Florida. This Agreement may only be modified or supplemented by a writing signed by all parties, or their successors or assigns.

12. **Litigation.** In the event of litigation arising out of this Agreement or in the event any party finds it necessary to institute litigation for the purpose of enforcing its
rights under this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, in addition to any damages otherwise due, their reasonable attorneys’ fees and experts fees and costs actually incurred by such prevailing party in such litigation at both the trial and appellate levels, and within any bankruptcy proceeding involving either Grantee or Grantor.

13. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signatures]

GRANTOR:

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA
By: John McKay,
   Chairman

ATTEST:
By: Dr. Michael Grego, SUPERINTENDENT

STATE OF FLORIDA  
COUNTY OF OSCEOLA  

I HEREBY CERTIFY that the forgoing instrument was acknowledged before me this _______ day of ________, 2008, by JOHN MCKAY, Chairman of THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, on behalf of such entity. He is personally known to me or [ ] has produced___________ as identification.

________________________
NOTARY PUBLIC
Print Name:________________
My Commission Expires:_______

[Signatures Continued on Next Page]
Signed, sealed and delivered
In the presence of:

Print Name: Susan R. Comnes

GRANTEE:

DART INDUSTRIES INC., a Delaware Corporation
By: Thomas M. Roehlk
Its: Vice-President

(Corporate Seal)

STATE OF FLORIDA   
COUNTY OF OSCEOLA  

I HEREBY CERTIFY that the forgoing instrument was acknowledged before me this 8th day of August, 2008, by THOMAS M. ROEHLK, Vice President of DART INDUSTRIES INC., a Delaware corporation, on behalf of the corporation. He/She [ ] is personally known to me or [ ] has produced ____________ as identification.

Print Name: Susan R. Comnes
My Commission Expires: April 19, 2011
EXHIBIT “A”

GRANTOR'S PROPERTY

A portion of Lot 1 and Tract B, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147 – 149 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147 – 149 of the Public Records of Osceola County, Florida; thence North 00°03'02" East, along the West line of said Lot 1, a distance of 639.32 feet; thence South 89°56'58" East, a distance of 45.71 feet to a point on the East Right of Way Line of U.S. Highway 441 (S.R. 500 and 600) for the Point of Beginning, (said East Right of Way Line, according to OR Book 2020, Page 1305 of the Public Records of Osceola County, Florida); thence North 00°03'02" East, along said East Right of Way Line, a distance of 105.40 feet; thence North 89°56'58" West, a distance of 13.93 feet; thence North 00°03'02" West, a distance of 29.60 feet; thence leaving said East Right of Way Line, run South 89°56'58" East, a distance of 337.69 feet; thence North 00°03'02" West, a distance of 286.46 feet; thence South 89°56'58" East, a distance of 248.48 feet; thence South 58°11'25" East, a distance of 191.37 feet; thence South 78°06'15" East, a distance of 433.88 feet; thence South 67°37'57" East, a distance of 182.95 feet; thence South 02°06'35" East a distance of 255.99 feet to a point on the North line of Wetland Number 31A, according to the Deed of Conservation Easement recorded in OR Book 1700, Page 1888 of the Public Records of Osceola County, Florida and also recorded in OR Book 5938, Page 3483 of the Public Records of Orange County, Florida; thence along the North line of said Wetland 31A, the following courses and distances, South 86°59'07" West, a distance of 38.35 feet; thence South 52°02'53" West, a distance of 83.18 feet; thence South 39°13'24" West, a distance of 40.73 feet; thence South 42°16'22" East, a distance of 31.68 feet; thence South 45°49'27" West, a distance of 13.38 feet; thence North 50°53'30" West, a distance of 15.45 feet; thence South 27°09'24" West, a distance of 66.08 feet; thence South 49°03'55" West, a distance of 69.03 feet; thence South 19°24'13" West, a distance of 47.16 feet; thence South 19°55'06" West, a distance of 29.89 feet; thence South 52°02'30" West, a distance of 28.86 feet; thence South 59°14'35" West, a distance of 42.78 feet; thence South 34°05'34" West, a distance of 62.51 feet; thence South 71°28'48" West, a distance of 25.75 feet; thence South 24°35'05" West, a distance of 43.41 feet; thence South 50°52'11" West, a distance of 76.20 feet; thence South 86°44'29" West, a distance of 55.66 feet; thence South 72°01'36" West, a distance of 42.24 feet; thence South 26°30'00" West, a distance of 24.93 feet; thence South 03°22'10" East, a distance of 26.08 feet; thence South 89°41'49" West, a distance of 200.61 feet; thence South 89°55'05" West a distance of 149.08 feet; thence South 83°00'43" West, a distance of 103.92 feet; thence South 88°27'08" West, a distance of 38.89 feet; thence departing said North line of Wetland 31A, run North 00°06'38" West, a distance of 645.10 feet; thence North 89°56'58" West, a distance of 305.90 feet to the Point of Beginning.
AND:

A TRACT OF LAND BEING A PORTION OF LOT 1 AND TRACT B, OSCEOLA CORPORATE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 147-149 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00° 03’ 02” EAST ALONG THE WEST LINE OF LOT 1 FOR A DISTANCE OF 639.32 FEET; THENCE SOUTH 89° 56’ 58” EAST, A DISTANCE OF 45.71 FEET TO A POINT ON THE EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 441 (S.R. 500 & 600) FOR THE POINT OF BEGINNING; THENCE SOUTH 89° 56’ 58” EAST FOR A DISTANCE OF 305.90 FEET; THENCE SOUTH 00° 06’ 38” EAST FOR A DISTANCE OF 645.10 FEET TO A POINT LYING ON THE NORTH LINE OF REGIONAL WETLAND 31A ACCORDING TO OFFICIAL RECORDS BOOK 1700, PAGE 1888, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ALSO RECORDED IN OFFICIAL RECORDS BOOK 5938, PAGE 3483, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID REGIONAL WETLAND 31A THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 88° 27’ 08” SECONDS WEST FOR A DISTANCE OF 13.94 FEET; THENCE SOUTH 89° 13’ 17” S WEST FOR A DISTANCE OF 113.81 FEET; THENCE SOUTH 83° 16’ 56” WEST FOR A DISTANCE OF 112.58 FEET; THENCE SOUTH 85° 34’ 58” WEST FOR A DISTANCE OF 27.45 FEET; THENCE SOUTH 77° 32’ 19” WEST FOR A DISTANCE OF 36.94 FEET; THENCE NORTH 87° 32’ 36” WEST FOR A DISTANCE OF 4.76 FEET; THENCE NORTH 00° 03’ 02” EAST ALONG A LINE 45.71 FEET EAST OF AND PARALLEL TO THE AFORESAID WEST LINE OF LOT 1, SAID LINE BEING THE CURRENT EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 441 ACCORDING TO OFFICIAL RECORDS BOOK 2020, PAGE 1305, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA FOR A DISTANCE OF 670.35 FEET TO THE POINT OF BEGINNING.
EXHIBIT “B”

GRANTEE’S PROPERTY

Lot 1 Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147-149 of the Public Records of Osceola County, Florida.

LESS AND EXCEPT:


LESS AND EXCEPT:

That portion of Lot 1, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147 – 149 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147-149 of the Public Records of Osceola County, Florida; thence North 00°03’02” East, along the West line of said Lot 1, a distance of 639.32 feet; thence South 89°56’58” East, a distance of 45.71 feet to a point on the East Right of Way Line of U.S. Highway 441 (S.R. 500 and 600) for the Point of Beginning, (said East Right of Way Line, according to OR Book 2020, Page 1305 of the Public Records of Osceola County, Florida); thence North 00°03’02” East, along said East Right of Way Line, a distance of 105.40; thence North 89°56’58” West, a distance of 13.93 feet; thence North 00°03’02” East, a distance of 29.60 feet; thence leaving said East Right of Way Line, run South 89°56’58” East, a distance of 337.69 feet; thence North 00°03’02” East, a distance of 286.46 feet; thence South 89°56’58” East, a distance of 248.48 feet; thence South 58°11’25” East, a distance of 191.37 feet; thence South 78°06’15” East, a distance of 433.88 feet; thence South 67°37’57” East, a distance of 182.95 feet; thence South 02°06’35” East, a distance of 193.37 feet to a point on the South Line of said Lot 1; thence South 61°00’29” West, along said South line of Lot 1, a distance of 62.15 feet; thence South 37°52’01” West, a distance of 503.49 feet; thence South 50°25’05” West, a distance of 179.22 feet to a point on the North line of Wetland Number 31A, according to the Deed of Conservation Easement recorded in OR Book 1700, Page 1888 of the Public Records of Osceola County, Florida and also recorded in OR Book 5938, Page 3483 of the Public Records of Orange County, Florida; thence along the North line of said Wetland 31A, South 72°01’36” West, a distance of 27.45 feet; thence South 26°30’00” West, a distance of 24.93 feet to a point on the aforesaid South line of Lot 1; thence South 50°25’05” West, a distance of 41.13 feet to a point on the North line of aforesaid Wetland 31A; thence South 89°41’49” West, a distance of 167.38 feet; thence North 89°55’05” West, a distance of 149.08 feet; thence South 83°00’43” West, a distance of 23.29 feet to a point on the South line of said Lot 1; thence South 89°25’15” West, a distance of 118.93 feet; thence leaving said South line of Lot 1,
run North 00°06’33” West, a distance of 635.44 feet; thence North 89°56’58” West, a distance of 305.90 feet to the Point of Beginning.

LESS AND EXCEPT:

A TRACT OF LAND BEING A PORTION OF LOT 1 AND TRACT B, OSCEOLA CORPORATE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 147-149 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00° 03’ 02” EAST ALONG THE WEST LINE OF LOT 1 FOR A DISTANCE OF 639.32 FEET; THENCE SOUTH 89° 56’ 58” EAST, A DISTANCE OF 45.71 FEET TO A POINT ON THE EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 441 (S.R. 500 & 600) FOR THE POINT OF BEGINNING; THENCE SOUTH 89° 56’ 58” EAST FOR A DISTANCE OF 305.90 FEET; THENCE SOUTH 00° 06’ 38” EAST FOR A DISTANCE OF 645.10 FEET TO A POINT LYING ON THE NORTH LINE OF REGIONAL WETLAND 31A ACCORDING TO OFFICIAL RECORDS BOOK 1700, PAGE 1888, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ALSO RECORDED IN OFFICIAL RECORDS BOOK 5938, PAGE 3483, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID REGIONAL WETLAND 31A THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 88° 27’ 08” SECONDS WEST FOR A DISTANCE OF 13.94 FEET; THENCE SOUTH 89° 13’ 17” S WEST FOR A DISTANCE OF 113.81 FEET; THENCE SOUTH 83° 16’ 56” WEST FOR A DISTANCE OF 112.58 FEET; THENCE SOUTH 85° 34’ 58” WEST FOR A DISTANCE OF 27.45 FEET; THENCE SOUTH 77° 32’ 19” WEST FOR A DISTANCE OF 36.94 FEET; THENCE NORTH 87° 32’ 36” WEST FOR A DISTANCE OF 4.76 FEET; THENCE NORTH 00° 03’ 02” EAST ALONG A LINE 45.71 FEET EAST OF AND PARALLEL TO THE AFORESAID WEST LINE OF LOT 1, SAID LINE BEING THE CURRENT EAST RIGHT OF WAY OF U.S. HIGHWAY NO. 441 ACCORDING TO OFFICIAL RECORDS BOOK 2020, PAGE 1305, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA FOR A DISTANCE OF 670.35 FEET TO THE POINT OF BEGINNING.
EXHIBIT "C"

Sheet 1 of 2
July 1, 2008

LEGAL DESCRIPTION

A portion of Lot 1, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147-149 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 1, Osceola Corporate Center, according to the Plat thereof as recorded in Plat Book 6, Pages 147-149 of the Public Records of Osceola County, Florida, thence North 00°03'02" East, along the West line of said Lot 1, a distance of 639.32 feet; thence South 89°56'58" East, a distance of 45.71 feet to a point on the East Right of Way Line of U.S. Highway 441 (S.R. 500 and 600) for the POINT OF BEGINNING, (said East Right of Way Line, according to Official Records Book 2020, Page 1305 of the Public Records of Osceola County, Florida), thence North 00°03'02" East, a distance of 105.40 feet; thence North 89°56'58" West, a distance of 13.93 feet; thence North 00°03'02" East, a distance of 29.60 feet; thence South 89°56'58" East, a distance of 283.93 feet; thence South 00°03'02" West, a distance of 135.00 feet; thence North 89°56'58" West, a distance of 270.00 feet to the POINT OF BEGINNING.

Contains 36,862 square feet or 0.85 ACRES, more or less.
SKETCH OF DESCRIPTION
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

CONTAINS 0.85 ACRES±
(36,862 SQUARE FEET)

POINT OF BEGINNING

EAST R/W LINE U.S. HIGHWAY
NO. 441 (S.R. 500 & 600)
PER O.R.B. 2020, PG. 1305
(BASIS OF BEARING)

POINT OF COMMENCEMENT
SOUTHWEST CORNER LOT 1
OSCEOLA CORPORATE CENTER
PLAT BOOK 6, PAGES 147-149

SURVEYOR'S NOTES:
1.) BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (S.R. 500 & 600), RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 2020, PAGE 1305 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING A DEED BEARING OF NO'003'02"E.
2.) THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
3.) NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: GARGANESE, WEISS & D'ACRESTA, P.A.