
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of an Amendment to an Amended Restated Joint Public Infrastructure Agreement and Grant of Easement

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt

EXT: 5709

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Amendment to Amended and Restated Joint Facilitation of Public Infrastructure Agreement and Grant of Easement with Inland Atlantic Seminole, Inc.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

This item concerns a joint roadway pond for Rinehart Road from State Road 46A to State Road 46 and the associated Permanent and Perpetual Stormwater Drainage Easement being relocated on the Seminole Commons Property.

On December 2, 1993, Seminole County entered an Amended and Restated Joint Facilitation of Public Infrastructure Agreement and Grant of Easement with the prior owner of the subject property which is located on the west side of Rinehart Road just south of State Road 46. The 1993 agreement provided Seminole County with an easement for a stormwater retention pond located at the front of the subject property. The pond was to be used jointly by the County for roadway drainage and by the property owner for internal drainage. The 1993 agreement also provided the retention pond could be moved if the property was ever developed.

The subject property has been developed into retail space and the retention pond has been relocated to the rear of the subject property. Staff has inspected the new retention pond and has determined it is satisfactory for the County's needs.

The Amendment to Amended and Restated Joint Facilitation of Public Infrastructure Agreement and Grant of Easement provides a new easement for the County to access the new pond and releases the old easement which is no longer needed.

All the conditions of relocating the Stormwater Drainage Facility pursuant to the original agreement have occurred or have been otherwise satisfied.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Amendment to Amended and Restated Joint Facilitation of Public Infrastructure Agreement and Grant of Easement with Inland Atlantic Seminole, Inc.

ATTACHMENTS:

1. Location Map
2. Amendment to Amended and Restated JPA - Seminole Commons
3. Amended and Restated JPA 12-1993
4. Exhibits A & B - Amended and Restated JPA 12-1993
5. Exhibits C thru I - Amended and Restated JPA 12-1993

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

LOCATION MAP

N



W SR 46

RINEHART RD

**SEMINOLE
COMMONS**

Lockhart Smith Canal

1 inch = 200 feet

Prepared by:
David G. Shields, Esq.
Assistant County Attorney
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

Return recorded copy to:
Clerk to
Seminole County Board of County Commissioners
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

**AMENDMENT TO AMENDED AND RESTATED
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT
AND GRANT OF EASEMENT**

WHEREAS, on December 2, 1993, SEMINOLE COUNTY, a political subdivision of the State of Florida ("SEMINOLE COUNTY"), and SEMINOLE FARMS TRUST IV PROPERTIES and EOGHAN M. KELLEY entered an Amended and Restated Joint Facilitation of Public Infrastructure Agreement (the "Original Agreement"), and the Original Agreement was recorded on December 3, 1993, at Official Records Book 2689, Page 1029, et seq., in the Public Records of Seminole County, Florida; and

WHEREAS, on December 6, 1993, SEMINOLE COUNTY executed a County Deed Relating to the Amended and Restated Joint Facilitation of Public Infrastructure Agreement (the "County Deed") conveying certain real property to HAROLD G. HARTSOCK, TRUSTEE, SEMINOLE FARMS TRUST IV PROPERTIES, and the County Deed was recorded on December 15, 1993, at Official Records Book 2696, Page 1955, et seq., in the Public Records of Seminole County, Florida; and

WHEREAS, INLAND ATLANTIC SEMINOLE, INC. ("INLAND"), is the successor in interest to SEMINOLE FARMS TRUST IV PROPERTIES and EOGHAN M. KELLEY and to HAROLD G. HARTSOCK, TRUSTEE, SEMINOLE FARMS TRUST IV PROPERTIES (collectively "KELLEY") under the Original Agreement and the County Deed, respectively; and

WHEREAS, the County Deed expressly retained and reserved for Seminole County a permanent and perpetual stormwater drainage easement over part of this real property in accordance with the Original Agreement; and

WHEREAS, the parties to the Original Agreement contemplated the eventual relocation of the stormwater drainage facilities under certain conditions pursuant to the Original Agreement; and

WHEREAS, the stormwater drainage facilities have now been relocated and the parties desire to replace the legal description of the property encumbered by the original reservation of easement with the legal description of the new location of the stormwater drainage facilities; and

WHEREAS, all the conditions to relocating the stormwater drainage facilities pursuant to the Original Agreement have occurred or have otherwise been satisfied;

NOW THEREFORE, in consideration of the premises, and the covenants, promises and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SEMINOLE COUNTY and INLAND agree as follows:

1. **Recitals Affirmed.** The parties hereby affirm all of the above stated recitals as true and correct and binding on both parties. Further, INLAND confirms it has assumed all of the acknowledgements, rights and duties from KELLEY pursuant to the Original Agreement and the County Deed.

2. **Substitution of Easement Property, Release and Grant of Easement.**

a. The intent of the parties is to substitute the real property described in Exhibit "1" to this Amendment to Amended and Restated Joint Facilitation of Public Infrastructure Agreement and Grant of Easement (the "Amendment") in place of the property described in Exhibit "E" to the Original Agreement for all purposes described in the Original Agreement including, but not limited to, the location of stormwater drainage facilities, to release the easement over the property described in Exhibit "B" to the County Deed, and to grant Seminole County a new easement over the property described in Exhibit 1 to this Amendment.

b. Exhibit "E" to the Original Agreement is deleted and Exhibit "1" to this Amendment is substituted in its place as the new Exhibit "E" to the Original Agreement as though fully set out in the Original Agreement initially. SEMINOLE COUNTY does hereby release and abandon to INLAND, its successors and assigns, all right, title, interest, claims or demands whatsoever as to the property described in the original Exhibit "E" being deleted.

c. SEMINOLE COUNTY does hereby release and abandon to INLAND, its successors and assigns, all right, title, interest, claims or demands whatsoever as to the property described in Exhibit "B" to the County Deed.

d. INLAND grants SEMINOLE COUNTY a permanent and perpetual stormwater drainage easement above, over, across, under, upon and through the property located on the real property described in Exhibit

"1" to this Amendment, based on the same terms and conditions as under the easement that existed in favor of SEMINOLE COUNTY under the Original Agreement and the County Deed.

e. INLAND does hereby covenant with SEMINOLE COUNTY that INLAND is lawfully seized and possessed of the real property described in Exhibit "1" to this Amendment, that INLAND has a good and lawful right to grant an easement above, over, across, under, upon and through this property and that the Exhibit "1" real property is free and clear from all liens and encumbrances.

3. No Enhancements. INLAND acknowledges, confirms and agrees that SEMINOLE COUNTY has made no enhancements to the stormwater drainage facilities as described in Section 18 of the Original Agreement.

4. Representation on Authority of Parties and Signatories. Each person signing this Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Amendment. Each party represents and warrants to the other that the execution and delivery of the Amendment and the performance of such party's obligations hereunder have been duly authorized and that the Amendment is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

5. Notices. Section 29 of the Original Agreement is modified to delete the name and address of KELLEY and replace it with the name and respective address of INLAND as follows:

INLAND

Inland Atlantic Seminole, Inc.
400 South Dixie Highway, Suite 128
Boca Raton, Florida 33432
Attn: Barry L. Lazarus

With a copy to:

Charles J. Benvenuto, P.C.
2901 Butterfield Road
3rd Floor
Oak Brook, Illinois 60523
Attn: Michael A. Shlau, Esq.

6. Construction of Amendment Not Presumed Against Any Party. This Amendment is the product of joint negotiation and drafting and shall not be construed more strongly against any party, regardless of who was more responsible for its preparation.

7. Effect of Original Terms and Conditions. All terms and conditions of the Original Agreement and the County Deed not

specifically modified by this Amendment remain in full force and effect and these unmodified terms and conditions of the Original Agreement apply to the interpretation of the provisions of this Amendment as though these Amendment provisions were set forth in the Original Agreement and County Deed.

IT IS SO AGREED this 23 day of Feb., 2009, by **INLAND ATLANTIC SEMINOLE, INC.**, a Delaware Corporation, whose address is 2901 Butterfield Road, Oak Brook, Illinois 60523 and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

INLAND ATLANTIC SEMINOLE, INC.

By: JOHN DIGIOVANNI, President

Date: 2/23/09

_____, Secretary

[CORPORATE SEAL]

*Inland Atlantic Seminole, Inc.
Corporate Seal*

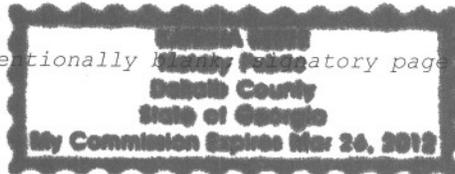
STATE OF Georgia)
COUNTY OF DeKalb)

I HEREBY CERTIFY that, on this 23 day of February, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN DIGIOVANNI, as President and _____, as Secretary, respectively, of Inland Atlantic Seminole, Inc., who are personally known to me or who have produced CADL 061183694 as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

[NOTARY SEAL]

Katrina B. Br...
Notary Public in and for the County
and State Aforementioned

[Balance of this page intentionally left blank. Notary page continues on Page 5]



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

For the use and reliance
of Seminole County only.

Date: _____

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
02/10/09
Attachment:

Exhibit 1 - Legal Description



P:\Users\dshields\Cases\Other Matters\Inland Atlantic Seminole\Amendment to Joint Facilitation Agreement.docx

**SKETCH OF DESCRIPTION
DRAINAGE EASEMENT**

**SECTION 29 - TOWNSHIP 19 SOUTH - RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA**

EXHIBIT 1

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING A PORTION OF LOT 3, EAST NORTHGATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 86 THROUGH 89 INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST; THENCE RUN ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, SOUTH 89°45'37" WEST FOR A DISTANCE OF 137.00 FEET TO A POINT ON THE EAST LINE OF LOT 3, EAST NORTHGATE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGES 86 THROUGH 89 INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE LEAVING SAID SOUTH LINE, RUN NORTH 00°17'08" WEST ALONG SAID EAST LINE, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF RINEHART ROAD, A DISTANCE OF 243.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE NORTH 00°17'08" WEST FOR A DISTANCE OF 30.02 FEET; THENCE LEAVING SAID EAST LINE RUN SOUTH 87°30'43" WEST FOR A DISTANCE OF 7.85 FEET; THENCE RUN NORTH 00°05'51" WEST FOR A DISTANCE OF 187.70 FEET; THENCE RUN SOUTH 89°14'18" WEST FOR A DISTANCE OF 167.49 FEET; THENCE RUN NORTH 41°55'53" WEST FOR A DISTANCE OF 73.08 FEET; THENCE RUN NORTH 00°45'42" WEST FOR A DISTANCE OF 21.42 FEET; THENCE RUN NORTH 89°14'18" EAST FOR A DISTANCE OF 25.05 FEET; THENCE RUN NORTH 02°02'58" WEST FOR A DISTANCE OF 59.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 99.50 FEET, A CHORD BEARING OF NORTH 23°38'14" WEST AND A CHORD DISTANCE OF 73.22 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'31" AN ARC DISTANCE OF 74.98 FEET; THENCE LEAVING SAID CURVE RUN NORTH 45°13'29" WEST FOR A DISTANCE OF 121.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 79.50 FEET, A CHORD BEARING OF NORTH 54°14'21" WEST AND A CHORD DISTANCE OF 24.91 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°01'42" AN ARC DISTANCE OF 25.02 FEET TO A POINT OF NONTANGENCY, SAID POINT ALSO LYING ON THE SOUTH LINE OF TRACT A OF THE GATEWAY PLAZA SHOPPING CENTER PLAT, AS RECORDED IN PLAT BOOK 49, PAGES 24 THROUGH 26 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE LEAVING SAID CURVE RUN SOUTH 88°01'56" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 112.41 FEET TO A POINT ON A NONTANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 34.00 FEET, A CHORD BEARING OF SOUTH 20°42'31" WEST AND A CHORD DISTANCE OF 26.20 FEET; THENCE LEAVING THE SAID SOUTH LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'24" AN ARC DISTANCE OF 26.90 FEET TO A POINT OF TANGENCY; THENCE LEAVING SAID CURVE, RUN SOUTH 01°57'11" EAST FOR A DISTANCE OF 21.12 FEET; THENCE RUN SOUTH 88°06'35" WEST FOR A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 01°57'11" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 88°06'35" EAST FOR A DISTANCE OF 26.08 FEET; THENCE RUN SOUTH 01°57'11" EAST FOR A DISTANCE OF 38.38 FEET; THENCE RUN SOUTH 00°21'12" EAST FOR A DISTANCE OF 90.49 FEET; THENCE RUN SOUTH 00°24'29" WEST FOR A DISTANCE OF 53.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING OF SOUTH 45°10'36" EAST AND A CHORD DISTANCE OF 12.86 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°10'11" AN ARC DISTANCE OF 14.32 FEET; THENCE LEAVING SAID CURVE RUN NORTH 89°14'18" EAST FOR A DISTANCE OF 187.00 FEET; THENCE RUN SOUTH 41°55'53" EAST FOR A DISTANCE OF 107.18 FEET; THENCE RUN NORTH 89°14'18" EAST FOR A DISTANCE OF 150.76 FEET; THENCE RUN SOUTH 00°05'51" EAST FOR A DISTANCE OF 188.63 FEET; THENCE RUN NORTH 87°30'43" EAST FOR A DISTANCE OF 37.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 69,445 SQUARE FEET OR 1.59 ACRES MORE OR LESS.

ABBREVIATION LEGEND:

*SYMBOLS SHOWN HEREON NOT DRAWN TO SCALE

P.R.C. - POINT OF REVERSE CURVATURE	C.B. - CHORD BEARING R/W	- RIGHT-OF-WAY	H.A. - HOMEOWNERS ASSOCIATION	(P) - PLAT	W/ - WITH
P.C. - POINT OF CURVATURE	P.B. - PLAT BOOK	¢ - CENTER LINE	D.E. - DRAINAGE EASEMENT	(M) - MEASURED	I.R. - IRON ROD
P.C.C. - POINT OF COMPOUND CURVATURE	FND - FOUND	EL - ELEVATION	D/U - DRAINAGE AND UTILITY EASEMENT	(C) - CALCULATED	SQ. FT. - SQUARE FEET
P.T. - POINT OF TANGENCY	TYP. - TYPICAL	A/C - AIR CONDITIONER	F.F. - FINISHED FLOOR	(D) - DEED	W.M. - WATER METER
P.I. - POINT OF INTERSECTION	F.B. - FIELD BOOK	E.J.B. - ELECTRIC JUNCTION BOX	BSL - BUILDING SETBACK LINE	(A) - ACTUAL	F.H. - FIRE HYDRANT
P.C.P. - PERMANENT CONTROL POINT	P.O.L. - POINT ON LINE	C & G - CURB & GUTTER	C.B.S. - CONCRETE BLOCK STRUCTURE	TELE - TELEPHONE RISER	N & D - NAIL AND DISC
POB - POINT OF BEGINNING	RAD. - RADIAL	CATV - CABLE TELEVISION RISER	I.C.V. - IRRIGATION CONTROL	TRANS - TRANSFORMER PAD	P.W.M.T. - PAVEMENT
POC - POINT OF COMMENCEMENT	R. - RADIUS	LB# - LICENSED BUSINESS NUMBER	CONC. - CONCRETE	L.P. - LIGHT POLE	P.P. - POWER POLE
P.R.M. - PERMANENT REFERENCE MONUMENT	L - ARC LENGTH	O.R.B. - OFFICIAL RECORD BOOK	PK - PARKER KALON	M.H. - MANHOLE	NG - NATURAL GROUND
C.M. - CONCRETE MONUMENT	Δ - DELTA	SEC 11 - SECTION 11	T 21 S - TOWNSHIP 19 SOUTH	S/W - SIDEWALK	SQ - SQUARE
	R.P. - RADIUS POINT		R 29 E - RANGE 30 EAST	CO - CLEANOUT	
			R.L.S. - REGISTERED LAND SURVEYOR		

SURVEY NOTES:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
3. BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, DEPICTED AS BEING S 89°45'37" W PER PLAT OF EAST NORTHGATE, AS RECORDED IN PLAT BOOK 73, PAGES 86-89 INCLUSIVE.
4. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE, NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached "SKETCH OF DESCRIPTION" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on August 18, 2008. I further certify that this "SKETCH OF DESCRIPTION" meets the minimum technical standards set forth in Chapter 61g17-6 of the Florida Administrative Code.

OCT 28 2008

R. L. Roberts
 R.L. Roberts, P.E.S.
 Professional Surveyor and Mapper
 Florida Registration No. 5144

PROJECT NUMBER: 12601
 CADD DWG. FILE: 8X11_DRAINAGE_ESMT

NOT VALID WITHOUT SHEETS 1 & 2 OF 2
 SHEET 1 OF 2



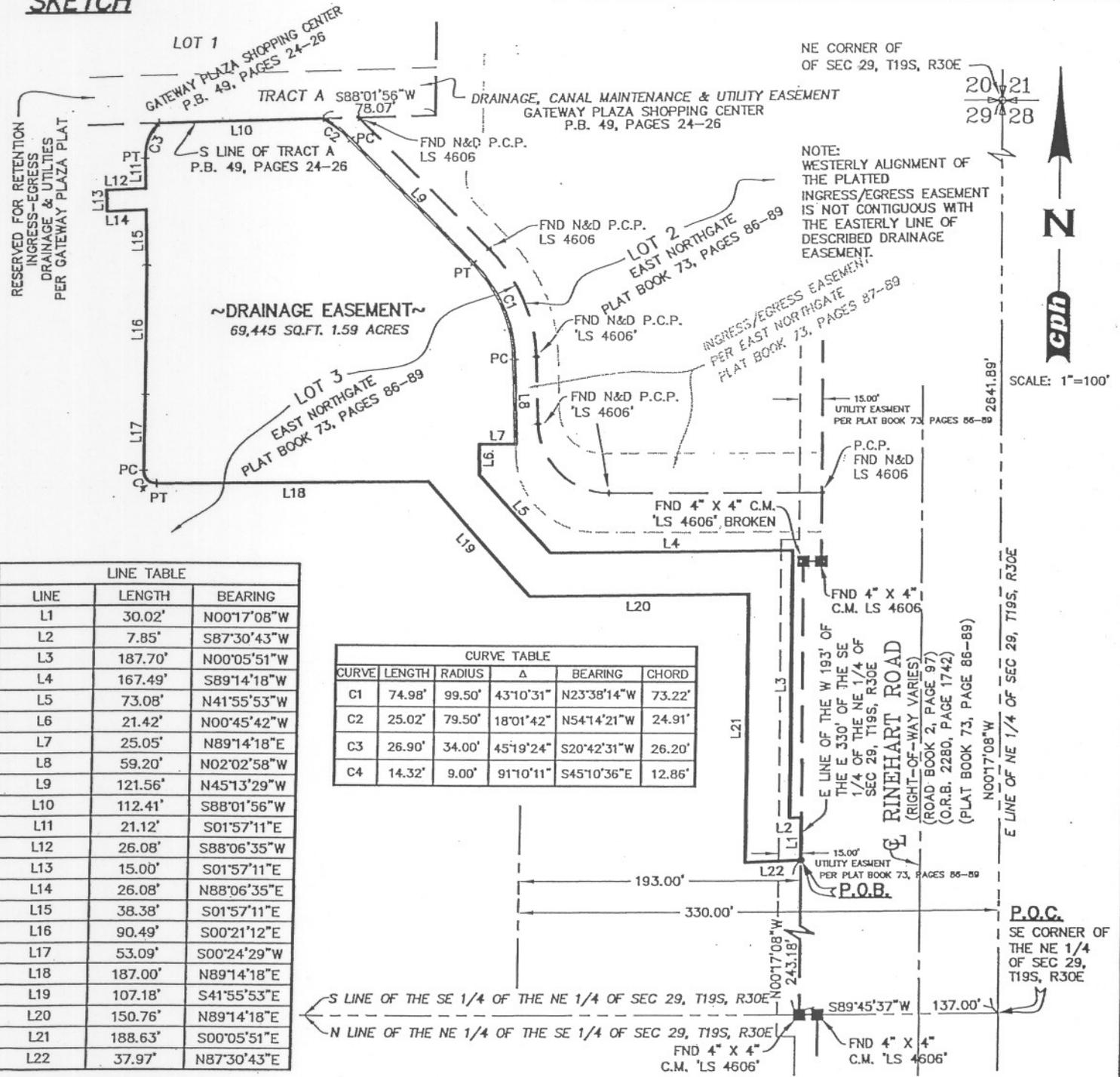
www.cphengineers.com
 40 West Fulton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808
 Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION	J.T.F.	12/13/07
REVISED FOR PB 73, PGS 86-89	B.P.S.	08/18/08

Certificate of Authorization No. 7143

SKETCH OF DESCRIPTION DRAINAGE EASEMENT

SECTION 29 - TOWNSHIP 19 SOUTH - RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA
SKETCH



PROJECT NUMBER: 12601
CADD DWG. FILE: 8X11_DRAINAGE_ESMT

NOT VALID WITHOUT SHEETS 1 & 2 OF 2
SHEET 2 OF 2



Engineers
Planners
Landscape Architects
Surveyors
Construction Management

www.cphengineers.com

500 West Fulton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808
Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION	J.T.F.	12/13/07
REVISED FOR PB 73, PGS 86-89	B.P.S.	08/18/08

Certificate of Authorization No. 7143

MARION E. DEWITT
CLERK OF CIRCUIT COURT

RECORDED & VERIFIED

503530

93 DEC-3 PM 12:06

**AMENDED AND RESTATED
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT**

THIS AMENDED AND RESTATED JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT made and entered into this 2nd day of DECEMBER, 1993, by and between SEMINOLE FARMS TRUST IV PROPERTIES and EOGHAN N. KELLEY, whose mailing address is Post Office Box 1328, Sanford, Florida 32772-1328 (hereinafter "KELLEY"), owner of certain lands in Seminole County, Florida and SEMINOLE COUNTY, political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter "COUNTY").

OFFICIAL RECORDS
BOOK 2218
PAGE 1029
SEMINOLE CO. FL.

W I T N E S S E T H:

WHEREAS, the COUNTY entered a Joint Facilitation of Public Infrastructure Agreement on September 4, 1990 with KELLEY's predecessor in title VIOLA H. KASTNER, (hereinafter "KASTNER") which Agreement is recorded at Official Records Book 2218, Pages 1433 through and including 1469, of the Public Records of Seminole County, Florida (hereinafter the "Underlying Agreement"); and

WHEREAS, in order to clarify matters set forth in the Underlying Agreement, resolve certain disputed matters and provide additional benefits to each of the parties, the parties desire to amend and restate the Underlying Agreement as set forth herein; and

WHEREAS, the COUNTY has constructed the two (2) lane extension of Rinehart Road from County Road 46A to State Road 46 in northwest Seminole County and, in conjunction with the developer of the Seminole Towne Center mall, is constructing a four (4) lane facility at the present time; and

RECORDED IN COUNTY CLERK'S OFFICE

WHEREAS, KASTNER has conveyed to the COUNTY in fee simple absolute the portion of the Rinehart Road Extension right-of-way more particularly described in composite Exhibit "A" attached hereto and KELLEY will convey additional permanent perpetual right-of-way easements (attached Exhibit "B") to the east and west of said property which has been or will be conveyed in fee simple absolute and an additional fee simple interest (attached Exhibit "C") (collectively referred to as the "Rinehart Road Extension Right-of-Way") to the COUNTY and KELLEY has further agreed to convey said Rinehart Road Extension Right-of-Way without cost to the COUNTY; and

WHEREAS, KELLEY holds exclusive ownership and possession of the lands constituting a portion of the Rinehart Road Extension Right-of-Way and other lands surrounding said right-of-way which will benefit and is herein benefitted and burdened from the Rinehart Road Extension road improvement project and otherwise contiguous thereto; and

WHEREAS, the COUNTY recognizes the significant contribution by KASTNER and KELLEY of lands necessary for the construction of the Rinehart Road Extension by the COUNTY and that the contribution of the land by KASTNER and KELLEY facilitated the ability of the COUNTY to complete the said roadway improvements which may have otherwise been delayed until an adequate funding source for the purchase of KASTNER's and KELLEY's land could have been obtained; and

OFFICIAL RECORDS

1030

WHEREAS, the property abutting the Rinehart Road Extension is presently designated within the COUNTY's Comprehensive Plan as a high intensity planned development district and the construction of the Rinehart Road Extension will benefit the citizens of Seminole County and will promote desirable development consistent with the Comprehensive Plan; and

WHEREAS, the City of Sanford has approved certain intensity uses of property which relate to the construction of the Rinehart Road Extension; and

WHEREAS, KASTNER has conveyed pursuant to the underlying agreement and the COUNTY has accepted portions of the Rinehart Road Extension Right-of-Way without cost to the COUNTY and KELLEY promises to convey, by special warranty deed (acceptable to the COUNTY's title insurance company) to insure marketable title to all of the property described in Exhibits "B" and "C" attached hereto, and, further, KELLEY hereby affirmatively ratifies and acknowledges the plenary conveyances of said Rinehart Road Extension Rights-of-Way and covenants not to sue the COUNTY under any theory relating to same except breach of this Agreement and, further, KELLEY acknowledges the right of the COUNTY to use and permit the use of the Rinehart Road right-of-way for utility purposes, exclusive of the COUNTY PROPERTY which is described below; and

WHEREAS, the County Engineer has concluded that the expansion of Rinehart Road from a four (4) lane rural facility to an eight (8) lane urban facility could feasibly be accomplished without additional right-of-way or major adjustments to the roadway's

OFFICIAL RECORDS
PAGE 2492
1031

surface, (see Exhibit "D"); however, the retention/ detention basins for stormwater drainage is designed for a six (6) lane urban roadway system if the roadway is expanded to a six (6) lane urban section this action would not preclude future expansion to an eight (8) lane urban typical section within the existing right-of-way and

WHEREAS, the COUNTY is the owner of certain real property situated in Seminole County, Florida, being more particularly described in Exhibit "E" (pages 3/5 and 4/5) attached hereto (hereinafter referred to as the "COUNTY PROPERTY"); and

WHEREAS, KELLEY is desirous of obtaining ownership of the COUNTY PROPERTY and the COUNTY is desirous of retaining a permanent and perpetual stormwater drainage easement over, across, under, upon and through the COUNTY PROPERTY for drainage and related purposes pertaining to the COUNTY's Rinehart Road Extension road improvement project pursuant to the terms and conditions more particularly set forth herein below; and

WHEREAS, the COUNTY consents to and KELLEY desires that KELLEY shall accomplish all actions relating to the relocation and reconstruction of the Rinehart Road Extension drainage transmission and retention facilities and related appurtenant drainage facilities (hereinafter referred to as the "Drainage Facilities") located upon the COUNTY PROPERTY and, moreover, for KELLEY to perpetually be responsible for the continuing maintenance of said Drainage Facilities and any and all costs and expenses in any way relating thereto; and

OFFICIAL RECORDS
PAGE 1032

1997 1032

WHEREAS, the COUNTY agrees in consideration of the benefits received hereunder, to convey the COUNTY PROPERTY, more particularly described in Exhibit "E" (pages 3/5 and 4/5), subject to the COUNTY's reservation of easement rights for its Drainage Facilities and, moreover, KELLEY shall pay any and all costs and expenses in any way relating thereto; and

WHEREAS, the COUNTY consents to the relocation and reconstruction of the Drainage Facilities so long as such relocation and reconstruction does not interfere with COUNTY's need to accommodate stormwater drainage as anticipated in the COUNTY's perpetual stormwater drainage easement for drainage related to COUNTY's Rinehart Road Extension road improvement project; and

WHEREAS, the COUNTY and KELLEY desire that the COUNTY and KELLEY jointly utilize the Drainage Facilities as currently situated and as may be relocated and reconstructed upon the COUNTY PROPERTY; and

WHEREAS, KELLEY hereby waives any and all damages, severance or otherwise, and any and all expenses, of any nature or type whatsoever, which may now be claimable or which may be claimable in the future, with respect to any and all of the matters addressed herein under the provisions of Chapters 73 and 74 of the Florida Statutes and related sections of the United States and Florida Constitutions; and

WHEREAS, the COUNTY hereby determines that the terms of this Agreement shall benefit the public interest.

SEMIWEEKLY CO. FL.

60889 1033

UNIFORM RECEIPT
BOOK PAGE

NOW THEREFORE, in consideration of the premises, and the covenants, promises and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and KELLEY agree as follows:

Section 1. Recitals/Ratification of Acts. The parties agree that the above recitals are true and correct and constitute a material part of this Agreement upon which the parties have relied. KELLEY hereby ratifies all actions taken by COUNTY with regard to the Rinehart Road Extension and the conveyance of the right-of-way for said road. Additionally, KELLEY hereby acknowledges that construction has properly commenced with regard to said roadway and that said construction has been has been accomplished and prosecuted in accordance with any and all agreements existing between the COUNTY, KELLEY or his predecessors in title and in accordance with law. Upon the four (4) lane construction of the Rinehart Road Extension being completed, the COUNTY agrees to provide KELLEY with a copy of any "as built" survey received by the COUNTY relating to said road improvement project and related drainage facilities.

Section 2. Purpose. The purpose of this Agreement is to resolve each and every issue and matter that has arisen during the implementation of the underlying Agreement and provide for further agreement for the mutual advantage of the parties as set forth herein.

Section 3. Construction. The COUNTY has constructed the initial two (2) lanes of the Rinehart Road Extension. The developer of the Seminole Towne Center mall and the COUNTY are

OFFICIAL RECORDS
FILED
1997
1034

currently constructing the Rinehart Road Extension as a four (4) lane roadway facility. For the purposes of this Agreement, all such construction has been and is being constructed to the satisfaction of KELLEY.

Section 4. Median Openings, Curb Cuts and Driveway Permit Approvals. The COUNTY has constructed median crossovers (i.e. full access points) and permitted curb cuts (i.e. right in/right out only) for the Rinehart Road Extension to the satisfaction of KELLEY as approximately set forth in Exhibit "F". The exact location will be within fifteen feet (15') of the location set forth in the Exhibit.

Section 5. Trip Allocation (ADT). The COUNTY acknowledges that it anticipates entering into a Concurrency Management Agreement (the "Interlocal Agreement") pertaining to matters such as concurrency management systems with the City of Sanford and other cities within Seminole County and it is the intent of the COUNTY that this Interlocal Agreement embrace the issue of recognition by the COUNTY and the City of the respective allocations of trip generation (ADT). The COUNTY recognizes that presently the property that would abut the Rinehart Road Extension is either within the City of Sanford or is within the long range planning goals of the City of Sanford to be annexed and that it is contemplated that the proposed Interlocal Agreement will resolve issues of the allocation of ADTs relative to the Rinehart Road Extension and other City and County roads. Failure of the City of

OFFICIAL RECORDS
PAGE 1035

Sanford and the COUNTY to enter into the Interlocal Agreement shall not affect the terms of this Agreement.

Section 6. Utility Crossings. The COUNTY has constructed utility crossings for the Rinehart Road Extension to the satisfaction of KELLEY as approximately set forth in Exhibit "G". The exact location will be within fifteen feet (15') of the location set forth in the Exhibit.

Section 7. Drainage. The COUNTY has constructed the Rinehart Road Extension to accommodate stormwater drainage for a six lane urban roadway system and to accommodate stormwater drainage from KELLEY's property in a rate equivalent to preconstruction runoff as it would shed naturally from the existing topographic conditions in accordance with generally accepted engineering standards. The County Engineer has concluded that the stormwater drainage system has been constructed in accordance with sound engineering practices to meet the standards set forth in this Section.

Section 8. Landscaping. KELLEY reserves the right to install and maintain landscaping, at KELLEY's sole expense, in the right-of-way of the Rinehart Road Extension; subject, however, to sound engineering principles and practices and subject to line of sight requirements of the Florida Department of Transportation. This provision shall not obligate KELLEY to install or maintain such landscaping but reserves the right to KELLEY to augment the landscaping within the Rinehart Road Right-of-Way above the standards otherwise required by the COUNTY. KELLEY, if he opts to

OFFICIAL RECORDS
PAGE 09
1036
GENERAL COUNCIL

install said landscaping, shall be responsible for and bear any and all costs relating to the landscaping including, but not limited to, irrigation and maintenance thereof; provided, however, that this provision does not preclude the COUNTY from assuming maintenance.

Section 9. Driveway Access for Kelley Homestead. KELLEY is satisfied with the proposed additional access (Exhibit "H") for the driveway from the existing Kastner homestead to the Rinehart Road Extension.

Section 10. Reservation of Rights. If the COUNTY subsequently determines that additional property of KELLEY is necessary for right-of-way purposes associated with the Rinehart Road Extension; KELLEY agrees to reasonably consider all requests by the COUNTY for such additional rights-of-way in order to accomplish the purposes of this Agreement. It shall not be unreasonable for KELLEY to deny the COUNTY's request, if the request does not relate to clarifications of the purposes set forth herein, to deny such request for failure of consideration.

Section 11. Relocation of Pump; Replacement of Fence. KELLEY is satisfied with the COUNTY's relocation of the pumps, wells and irrigation system located north of Wilson Avenue and south of the M. M. Smith Canal to said facilities new location. KELLEY is also satisfied with the construction of a new farm fence along the west side of the Rinehart Road Extension north of Wilson Avenue and south of the M. M. Smith Canal.

OFFICIAL RECORDS
PAGE
1037

Section 12. Sewer and Water Utilities. The COUNTY agrees to coordinate and cooperate with the City of Sanford to provide for the installation of potable water and sewer utilities as may be reasonably required by either the City of Sanford or the COUNTY or other utilities to the lands adjacent to the Rinehart Road Extension. This provision does not impose upon the COUNTY or the City of Sanford any obligation to absorb any costs or expenses relating to the provision of such services nor does this provision waive, in any way, the COUNTY's or City's rights to connection fees or other development costs relating to the provision of water and sewer utilities.

Section 13. Title To Right-of-Way.

(a) KELLEY agrees to execute a permanent perpetual right-of-way easement and a special warranty deed including, along with all other common law covenants, the covenant of further assurances, and being in a form prescribed by the COUNTY, conveying the properties described in Exhibits "B" and "C" (collectively referred to as the "KELLEY PROPERTY") free and clear of any and all liens and encumbrances.

(b) KELLEY does hereby covenant with the COUNTY that he is lawfully seized and possessed of the real estate above described as the KELLEY PROPERTY, that he has a good and lawful right to convey the said property and that it is free from any and all liens, encumbrances or priority interests and that he will take no action of whatsoever kind or nature to, in any way, frustrate or jeopardize the rights and title to lands herein conveyed and lands

OFFICIAL RECORDS
PAGE 1038

previously conveyed to the COUNTY. KELLEY acknowledges that the COUNTY intends to obtain title insurance for the properties conveyed by KELLEY to the COUNTY and agrees to take all actions necessary to assist in the issuance of said title insurance. KELLEY covenants that the conveyances to the COUNTY convey marketable title which is insurable without any exception other than standard exceptions. If the KELLEY PROPERTY is subject to any mortgages or loans, KELLEY shall cause said interests to be released and satisfied prior to execution of this Agreement by the COUNTY; provided, however, that failure of the COUNTY to obtain the necessary documents prior to execution of this Agreement shall not operate as a waiver of this requirement.

Section 14. Transfer of Property. The COUNTY hereby agrees to grant and release unto KELLEY, its successors and assigns for their enjoyment and use, to the extent of the COUNTY's ownership interests, the COUNTY PROPERTY described in Exhibit "E" with the COUNTY retaining, however, a Stormwater Drainage Easement as set forth herein. The County Deed shall be delivered within thirty (30) days of the full execution of this Agreement or after KELLEY has provided all conveyances as required herein (at or before the execution of this Agreement by the parties) and all releases, satisfactions and like documents such that title insurance may be issued on the conveyed properties without and free and clear of any lien or encumbrance; whichever is later. The terms of this Agreement shall be specifically referenced in said County Deed and shall merge into the provisions thereof; and

OFFICIAL RECORDS
PAGE

1039 1039

Section 15. Reservation of Stormwater Drainage Easement. The COUNTY hereby reserves a permanent and perpetual and non-exclusive (to the extent that KELLEY shall retain all rights not inconsistent with this Agreement) easement over, across, under, upon and through the property described in Exhibit "E" (pages 1/5, 2/5 and 5/5) (the COUNTY PROPERTY) for the purposes of transmitting, retaining and treating stormwater runoff and other drainage from and pertaining to the Rinehart Road Extension road improvement project. The easement shall be utilized by the COUNTY for any and all drainage and stormwater utility purposes, with full authority to enter upon to excavate, construct and maintain, as the COUNTY and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, and any other stormwater facilities. The COUNTY and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions within said easement area that may interfere with the location, excavation, operation, utility or maintenance of the Drainage Facilities or functions or of utilities granted a right-of-way, and KELLEY and his successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that may interfere with the location, excavation, operation, utility or maintenance of the Drainage Facilities or functions or utilities and any related facilities placed thereon. The Stormwater Drainage Easement shall, upon KELLEY relocating and

OFFICIAL RECORDS
PAGE
0999 1040
COUNTY OF FL

reconstructing the Drainage Facilities and accomplishing all conditions and requirements of this Agreement, be a joint use easement in which KELLEY and his successors and assigns may enjoy use with the COUNTY. KELLEY and his successors and assigns shall, upon relocation and reconstruction of the Drainage Facilities in accordance herewith, have the right to transmit excess drainage from property abutting the Drainage Facilities to the Stormwater Drainage Easement; provided that such transmission is determined by the COUNTY, in its sole and absolute determination, not to impede or interfere with, and does not impede or interfere with, the full and complete use and utility of the COUNTY's water retention, detention or drainage functions, purposes and systems or the COUNTY's ability to accept, treat, retain or detain drainage from and pertaining to the Rinehart Road Extension road improvement project as needed by the COUNTY.

Section 16. Design, Permitting, Relocation and Reconstruction.

(a) KELLEY shall have the right to relocate and reconstruct the Drainage Facilities subject to the provisions of this Agreement.

(b) KELLEY agrees to design, permit, relocate and reconstruct, at its sole and exclusive expense, all of the COUNTY's Drainage Facilities within the Stormwater Drainage Easement which Drainage Facilities, if KELLEY elects to jointly utilize same, shall be designed, permitted, relocated and constructed to accommodate KELLEY and the COUNTY's drainage needs consistent with

OFFICIAL RECORDS
SECTION
PAGE

1041
689

this Agreement. The work that KELLEY shall accomplish, to the satisfaction of the COUNTY, shall include, but not be limited to, all engineering, design, relocation and reconstruction relating, in any way, to the Drainage Facilities to be located in the Stormwater Drainage Easement. In addition to the above, KELLEY's responsibilities shall include, but not be limited to, payment of any and all permit fees required by any agency; all engineering and the drafting of any and all plans and specifications relating to the Drainage Facilities and the use and utility of the Stormwater Drainage Easement; funding, preparing, applying for and obtaining any and all regulatory agency permits required by any regulatory agency whatsoever; the preparation of all bid documents; the selection, retaining and payment of a qualified responsible contractor; and the payment of any and all applicable bonding and insurance fees and professional fees and all construction costs. KELLEY shall be solely and exclusively responsible for the timely and correct construction of all the Drainage Facilities located in the Stormwater Drainage Easement. KELLEY shall insure that all warranties, payment and performance bonds, maintenance bonds and other documents of like nature are in place and acceptable to the COUNTY and capable of being transferred to the COUNTY. The foregoing design, permitting, relocation and reconstruction work progress and maintenance work shall as well as access to the Drainage Facilities be subject to review and approval by the County Engineer; provided, however, that the parties agree that the COUNTY's review is for the COUNTY's purposes only and shall not be

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OFFICIAL RECORDS
COUNTY CLERK

an act or event upon which KELLEY may rely for its purposes. Should KELLEY fail to perform maintenance of the Drainage Facilities in a manner reasonably acceptable to the COUNTY (in accordance with sound maintenance standards as determined by the COUNTY) KELLEY's interest in the COUNTY PROPERTY shall be subject to defeasance upon a determination by the COUNTY that such maintenance has not occurred. COUNTY shall give notice to KELLEY of any such failure to perform and shall allow a reasonable period of time not less than thirty (30) days to correct any deficiencies noticed.

(c) KELLEY agrees to not interfere with the ongoing drainage needs of the Rinehart Road Extension during the period of relocation and reconstruction and to insure that all necessary drainage functions continue during such work to the satisfaction of the County Engineer.

(d) Upon relocation and reconstruction of the Drainage Facilities in a manner satisfactory to the County Engineer and consistent with generally accepted engineering principles, KELLEY shall, issue to the COUNTY an instrument of conveyance conveying to the COUNTY all of the drainage rights as set forth herein on the relocated site; provided, however, that KELLEY and the COUNTY may mutually agree to relocate the Drainage Facilities to other property owned by KELLEY at no cost, however, to the COUNTY and only if the COUNTY maintains equivalent or greater drainage capabilities.

Section 17. Right of Entry. KELLEY hereby grants unto the COUNTY a right of reasonable access to and necessary entry onto any

OFFICIAL RECORDS
BOOK PAGE
299 1043
GENERAL CONF.

and all property that maybe reasonably necessary which is immediately adjacent to the Stormwater Drainage Easement and onto the Stormwater Drainage Easement itself for the purposes of evaluating the maintenance, repair and replacement of the Drainage Facilities in, within, on or under the Stormwater Drainage Easement and any and all appurtenant facilities related thereto.

Section 18. Installation and Repair of Facilities. Upon the expiration of the COUNTY's performance bond (pursuant to the COUNTY's contract documents with The Briar Corporation), KELLEY shall bear the full cost, expense and responsibility for the relocation, reconstruction, reinstallation, maintenance, repair and replacement of the Drainage Facilities and any and all appurtenant facilities; provided, however, that if the COUNTY should enhance the capacity of the Drainage Facilities, KELLEY shall not be responsible for the costs of such enhancement.

Section 19. Slopes of Remainder. For the purpose of this Agreement, the COUNTY is relying upon the topographic survey performed by M. Edward Gordon titled Southridge Topo dated August 2, 1993. The COUNTY agrees that, from approximately Construction Station 56+00 through Construction Station 65+00 of the Rinehart Road Extension road improvement project, it will cause the back slopes on Rinehart Road adjacent to KELLEY's property abutting the roadway to be reduced in grade to approximately a six feet (6') horizontal to a one foot (1') vertical slope and cause the balance of KELLEY's abutting property between Construction Station 60+00 through Construction Station 63+00 to be leveled off at an

OFFICIAL RECORDS
PAGE

1044

elevation not exceeding approximately seventy-five feet (75') above mean sea level. The COUNTY will accomplish this redirection in slope grade and leveling by moving soil/material from the current slope eastward on KELLEY's property to the lower parts of KELLEY's property. KELLEY hereby grants the COUNTY and its agents full right of entry as may be reasonably necessary for the COUNTY and its agents to accomplish the work set forth in this Section. KELLEY agrees to cooperate with the COUNTY's efforts. The County Engineer shall determine the methods by which necessary clearing, grubbing and earth/material moving shall occur and all cleared and grubbed material not burned on site shall be removed from the property; provided, however, that hazardous wastes, environmental contaminants and ash remnants from the burning need not be removed by the COUNTY; provided, further, that the COUNTY shall cause all fences to be restored in their approximate original location. During the time that the work set forth in this Section is being accomplished and for a reasonable close out period thereafter, The Briar Corporation shall be authorized to maintain its construction trailer on the COUNTY PROPERTY.

Section 20. Relocation of Lockhart-Smith Canal. The parties recognize that KELLEY may desire to relocate the Lockhart-Smith Canal at the northwest end of the Rinehart Road Extension road improvement project. The COUNTY has reviewed KELLEY's preliminary concept for the relocation of the Lockhart-Smith Canal. If a plan is submitted to appropriate permitting agencies and is developed and designed in accordance with sound engineering practices, the

OFFICIAL RECORDS
PAGE 1045

COUNTY will not express any objection relative to the relocation to any permitting agency. The COUNTY will complete an evaluation of the feasibility of reducing the size of its interests in the Lockhart-Smith Canal abutting the KELLEY property. Said evaluation will be completed by the County Engineer within ninety (90) days of the effective date of this Agreement or the date that all releases and satisfactions required by Section 14 are delivered; whichever occurs later.

Section 21. Indemnification. KELLEY and his successors and assigns hereby agree to fully and completely indemnify, release, remiss, acquit, forever discharge and save and hold the COUNTY and its commissioners, officers, employees and agents harmless and blameless from and against any and all damages, expenses, losses, claims, injuries or liabilities arising from, in connection with or resulting from KELLEY's or his successors' or assigns' use of the properties described herein, the work herein contemplated relating to the Drainage Facilities, the joint use of the Drainage Facilities, and any and all claims and actions brought by third parties resulting from or arising in connection with or allegedly arising in connection with KELLEY's or his successors' or assigns' joint use of the said properties, the Stormwater Drainage Easement or the Drainage Facilities. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to KELLEY then ONE AND NO/100 DOLLARS (\$1.00) of the value for the consideration set forth in this Agreement shall be deemed to be such specific consideration.

OFFICIAL RECORDS
PAGE

1046

KELLEY acknowledges the adequacy and sufficiency of said specific consideration. KELLEY and his successors and assigns covenant not to sue the COUNTY for any act or omission relating in any way to the use as outlined in this Agreement of the aforementioned properties, the Stormwater Drainage Easement and the Drainage Facilities. To the extent permitted by law and only to the limits specifically authorized by law, the COUNTY agrees to indemnify and hold KELLEY harmless for any acts of negligence arising solely due to the cause of the COUNTY and its officers, agents and employees.

Section 22. Duration. The easement herein reserved shall be perpetual in duration and, except as provided for herein, shall not be changed altered or amended, except by an instrument in writing and of equal dignity herewith executed by the COUNTY and KELLEY or their respective successors and assigns.

Section 23. Incidental Rights. The easements hereby created and granted include the creation of all incidental rights in favor of the COUNTY and KELLEY as reasonably necessary for the use and enjoyment of the Stormwater Drainage Easement and Drainage Facilities related thereto and for their intended purposes, including, specifically, (but not limited to), the right to clear, keep clear and remove from said Stormwater Drainage Easement and Drainage Facilities any and all trees, undergrowth and any and all other obstructions of whatsoever type or nature that may interfere with the location, excavation, operation or maintenance of the Stormwater Drainage Easement and the related Drainage Facilities as

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1047
OFFICIAL RECORDS
PAGE

well as the right to maintain the Stormwater Drainage Easement and all related Drainage Facilities.

Section 24. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of the Agreement.

Section 25. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and KELLEY and the COUNTY consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to Federal actions.

Section 26. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 27. Constitutional and Statutory Limitation on Authority of the COUNTY. The terms and conditions of this Agreement placed upon the COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the COUNTY. Specifically, the parties acknowledge that the COUNTY is without authority to grant or pledge a security interest in any of the COUNTY's revenue sources or property. Failure of any term by virtue of this Section may be considered by KELLEY as a failure of consideration under this Agreement.

OFFICIAL RECORDS
BOOK PAGE
9499 1048
SEMINOLE CO. FL.

Section 28. Compliance with Disclosure Requirements. KELLEY shall fully comply with the provisions of Section 286.23, Florida Statutes. See, the attached affidavit (Exhibit "I") which shall be utilized.

Section 29. Notices.

(a) All notices to be given pursuant to this Agreement shall be deemed to be accomplished upon receipt if sent by hand delivery, facsimile or courier; and within three (3) business days of depositing same with U. S. Mail, Certified Mail, Return Receipt Requested to the following addresses:

KELLEY

Eoghan N. Kelley
P. O. Box 1328
Sanford, Florida 32772-1328

COUNTY

County Engineer
Reflections Plaza
520 Lake Mary Boulevard #200
Sanford, Florida 32773

(b) If either party to this Agreement shall have cause to believe that the other party has breached this Agreement; it shall provide the other party with thirty (30) days advance written notice and an opportunity to cure the breach within said thirty (30) days period before taking any judicial action relating thereto.

Section 30. Time. Time is of the essence of this Agreement.

Section 31. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in

2009
SECTION
OF FL.
1049
OFFICIAL RECORDS
PAGE

any way, effect the validity of the conveyance of real property by KELLEY to the COUNTY as provided for or referred to herein and title shall continue to vest in the COUNTY and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall not prevent KELLEY from seeking redress for failure of consideration should his rights herein be materially and adversely affected.

Section 32. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

Section 33. Recording; Benefitted Parties. This Agreement shall be recorded in the Public Records of Seminole County and shall inure to the benefit of KELLEY, his successors and assigns as owner of KELLEY's lands and the COUNTY and its successors and assigns. This Agreement and the rights conveyed herein shall run with KELLEY's land and be exercisable by KELLEY or any successor owner of KELLEY's land. Moreover, the provisions of this Agreement and the rights conveyed herein shall run with the COUNTY PROPERTY for the benefit of the COUNTY. KELLEY shall not, in any way, cause or allow to be placed or maintained any lien or encumbrance on the COUNTY PROPERTY which would, in any way whatsoever, adversely impact the COUNTY's rights or uses of the Drainage Facilities located therein. The rights herein exchanged and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the COUNTY and KELLEY, as the case may be, and the respective successors and assigns.

OFFICIAL RECORDS
PAGE 1050
SEMINOLE CO., FL.
2009

Section 34. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, any may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner and form sufficient to bind it as of the date set forth above.

Witnesses:

[Signature]
CHRISTOPHER C. KELLEY
Christina M. Lee
CHRISTINA M. LEE

SEMINOLE FARMS TRUST IV
PROPERTIES

[Signature]
EOGHAN N. KELLEY

Date: 29 November 1993

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of November, 1993, by EOGHAN N. KELLEY, who is personally known to me or who has produced _____ as identification.

Christina M. Lee
Print Name CHRISTINA M. LEE
Notary Public in and for the County of _____
and State Aforementioned

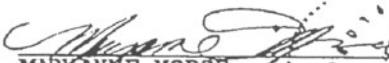
My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 11/28/99
BONDED THRU HUCKLEBERRY & ASSOCIATES

OFFICIAL RECORDS
PAGE 1051
SEMINOLE CO. FL.

ATTEST:

BOARD OF COUNTY COMMISSIONERS,
SEMINOLE COUNTY, FLORIDA

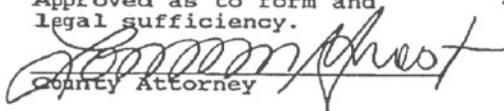

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.


By: DICK VAN DER WEIDE, Chairman

Date: 12-2-93

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their November 23
1993, regular meeting.


County Attorney

OFFICIAL RECORDS
PAGE 1052
SEMINOLE CO. FL.

- LNG/gg
- 11/04/93
- 11/08/93
- 11/24/93
- Composite Exhibit "A" Prior Conveyed Right-of-Way
- Composite Exhibit "B" Additional Right-of-Way Easements
- Composite Exhibit "C" Additional Fee Simple Lands
- Exhibit "D" Eight (8) Lane Exhibit
- Composite Exhibit "E" County Property
- Composite Exhibit "F" Median Crossovers/Curb Cuts; Depicting
General Locations and Numbers
- Composite Exhibit "G" Utility Crossings; Depicting General
Locations and Numbers
- Exhibit "H" Kastner Homestead Access
- Exhibit "I" Section 286.23 Affidavit

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EXHIBIT "A" 1/11

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): ~~WETA HESTER ASHIA~~
 R/W PARCEL NO.: 101.2
 TAX I.D. NO.: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO.: OA-9393

VIOLA. H. KASTNER

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well Box with Seminole County Cap, marking the Southeast Corner of the Southeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the East line of the Southeast 1/4 of said Section 31, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A and the POINT OF BEGINNING; thence continue North 00°03'40" East along the East line of the Southeast 1/4 of said Section 31, a distance of 990.75 feet to the South corner of Florida Department of Transportation's Borrow Pit No. 1; thence North 24°17'13" East along the Easterly line of said Florida Department of Transportation's Borrow Pit No. 1, a distance of 741.89 feet to a point on a curve concave Southeasterly having a radius of 1024.93 feet, a central angle of 20°31'32" and a chord bearing of North 58°55'51" East; thence Northeasterly along the arc of said curve 367.17 feet to the Point of Tangency; thence North 69°11'37" East, 578.02 feet; thence South 00°03'47" West, 149.83 feet; thence South 69°11'37" West, 524.64 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 884.93 feet, a central angle of 69°07'56" and a chord bearing of South 34°37'39" West; thence Southwesterly along the arc of said curve 1067.74 feet to the Point of Tangency; thence South 00°03'41" West, 282.84 feet; thence South 02°48'04" East, 280.35 feet; thence South 00°03'41" West, 310.46 feet; thence South 44°56'20" East, 36.06 feet to a point on the said Northerly right of way line of County Road No. 46A; thence South 89°47'06" West along said Northerly right of way line, 22.71 feet; thence North 89°41'39" West along said Northerly right of way line, 113.99 feet to the POINT OF BEGINNING.

Less existing rights of way.

Containing 6.402 acres, more or less.

I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 211H-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

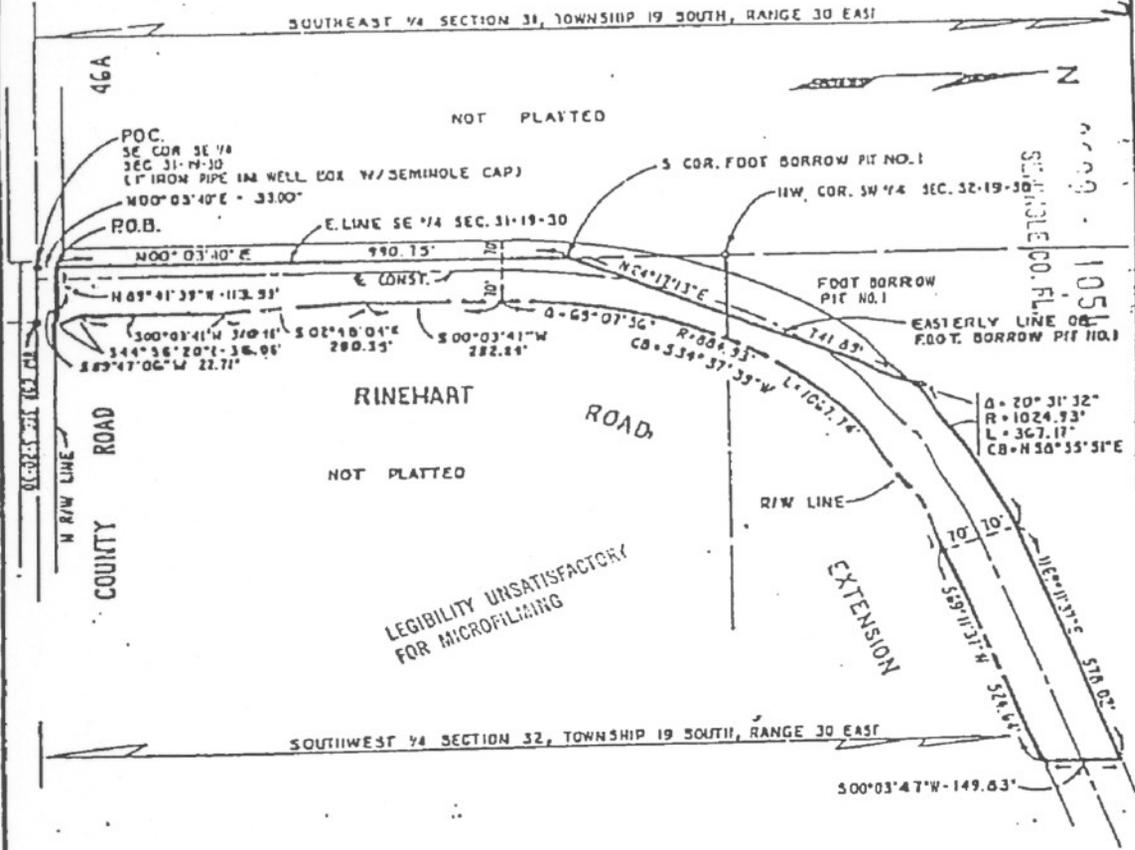
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 SEMINOLE CO. FL. 1053
 OFFICIAL RECORDS PAGE

EXHIBIT "A" 2/11

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): VIOLA H. KASTNEK
 R/W PARCEL NO: 101.2
 TAX ID. NO: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO: OA-9393

VIOLA H. KASTNEK

2218 1447
 SEMINOLE CO. FL.
 OFFICIAL RECORDS
 BOOK PAGE



BEARINGS ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SEC. 31-19-30 AS BEING N00°03'40"E AN ASSUMED BEARING.
 I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with Ch. 21HH-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

EXHIBIT "A" 3/11

PROJECT : RINEHART ROAD EXTENSION
 OWNER(S) : VIOLA H. KASTNER
 R/W PARCEL No.: 111.1
 TAX I.D. No. : 29-15-30-500-0370-0000
 CONSULTANTS : GLACE & HADCLIFFE, INC.
 CERTIFICATE No.: OA-11262

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 SEMINOLE CO. FL.

OFFICIAL RECORDS
 BOOK 15 PAGE

That portion of the East 1/2 of the Southeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida.

Being described as follows:

Begin at a 5" round Concrete Monument marking the Southeast corner of the Southeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida; thence North 89°48'30" West along the South line of the Southeast 1/4 of said Section 29, a distance of 125.01 feet to a point on a curve concave Westerly, having a radius of 2476.48 feet, a central angle of 00°10'07" and a chord bearing of North 00°09'04" East; thence Northeasterly along the arc of said curve 7.29 feet to the Point of Tangency; thence North 00°04'01" East, 2632.91 feet to a point on the North line of the Southeast 1/4 of said Section 29; thence South 89°50'13" East along the North line of the Southeast 1/4 of said Section 29, a distance of 125.00 feet to a Railroad Rail, with no R.L.S. Number marking the Northeast corner of the Southeast 1/4 of said Section 29; thence South 00°04'01" West along the East line of the Southeast 1/4 of said Section 29, a distance of 2640.25 feet to the POINT OF BEGINNING.

1055
 SEMINOLE CO. FL.
 OFFICIAL RECORDS

Less existing rights of way.

Containing 7.576 acres

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

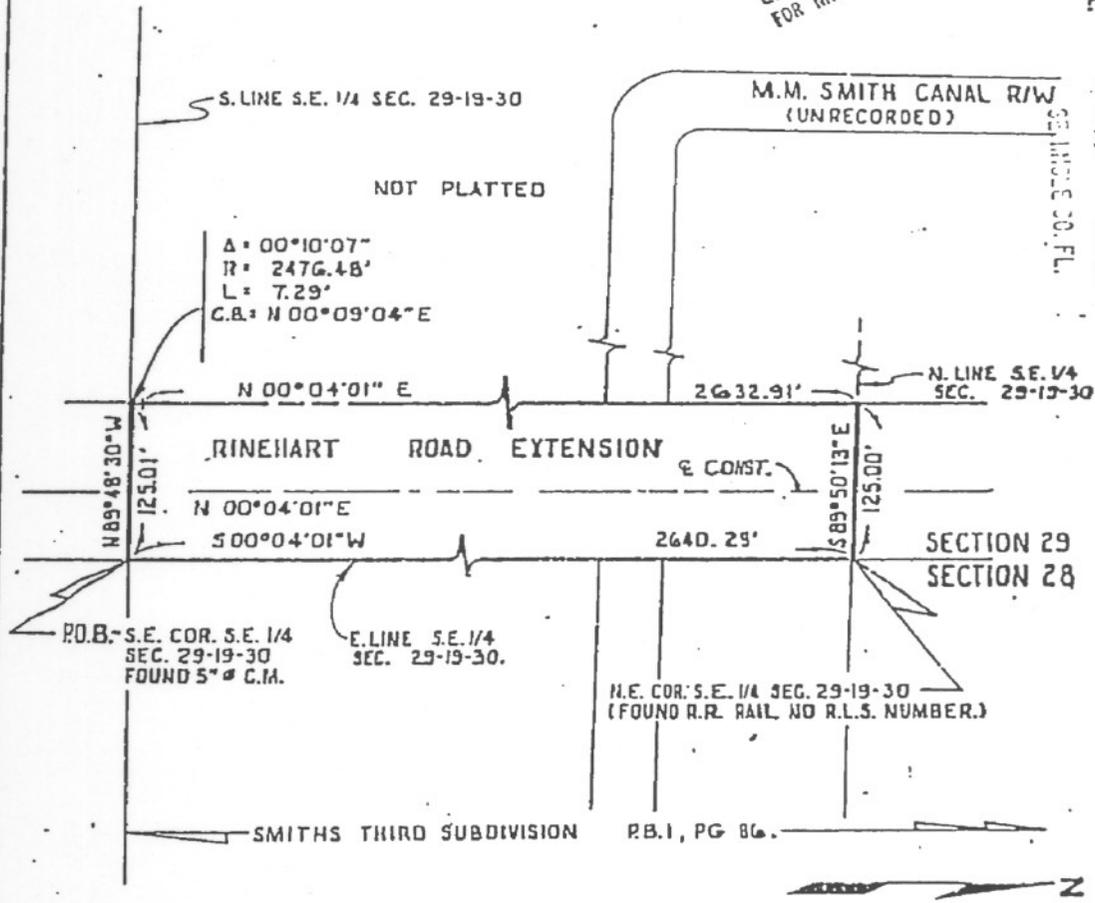
I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 211H-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

EXHIBIT "A" 4/11

PROJECTS: RINEHART ROAD EXTENSION
 OWNER (S): VIOLA H. KASTNER
 R/W PARCEL NO.: 111.1
 TAX I.D. NO.: 29-19-30-300-0370-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO.: DA-11262

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

BOOK 2218
 PAGE 1449
 SEMINOLE CO. FL.
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 OFFICIAL RECORDS



I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown. BASIS OF BEARING: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SEC. 29-19-30 AS BEING

EXHIBIT "A" 5/11

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): VIOLA KASTNER
 R/W PARCEL NO.: 113
 TAX I.D. NO.: 29-19-30-300-0370-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO: OA-11263

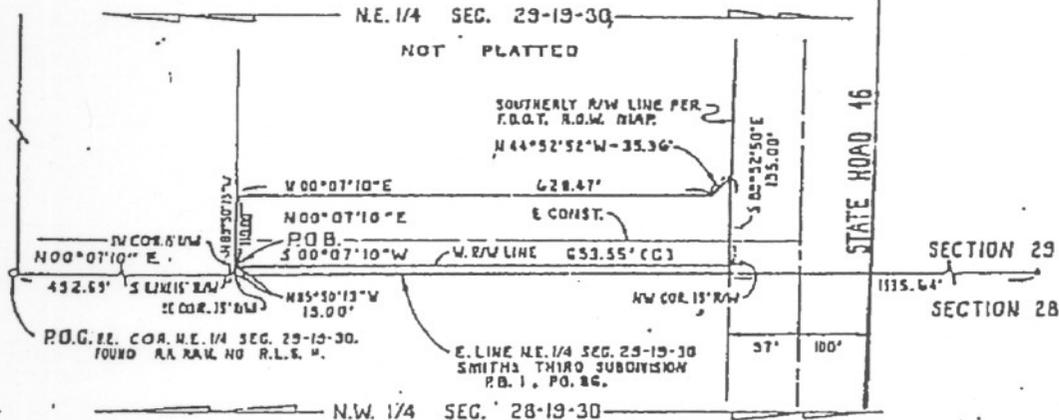
That portion of the "South 10.00 chains of the North 2188.00 feet of the East 5.00 chains of the Northeast 1/4 (1/4 East 15.00 feet)" in Section 29, Township 19 South, Range 30 East, Seminole County, Florida.

Being described as follows:

Cosseance at a Railroad Rail with no R.L.S. Number marking the Southeast corner of the Northeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°07'10" East along the East line of the Northeast 1/4 of said Section 29, a distance of 452.69 feet to the Southeast corner of a 15.00 foot right of way; thence North 09°50'13" West along the South line of said 15.00 foot right of way, 15.00 feet to the Southwest corner of said 15.00 foot right of way and to the POINT OF BEGINNING; thence continue North 89°50'13" West, 110.00 feet; thence North 00°07'10" East, 628.47 feet; thence North 44°52'52" West, 35.36 feet to a point on the existing South right of way line of State Road 46 as shown on Florida Department of Transportation's Right of Way Map, Section No. 77030-2107, on sheet 3 of 9; thence South 89°52'50" East, along the said South right of way line of State Road 46, a distance of 135.00 feet to the Northwest corner of said 15.00 foot right of way; thence South 00°07'10" West, along the West line of said 15.00 foot right of way, 653.55 feet to the POINT OF BEGINNING.

Less existing rights of way.

Containing 1.657 acres, more or less.



I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 211H-8, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SEC 29-19-30 AS BEING N 00°07'10\"/>

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 SEMINOLE CO. FL.
 SEMINOLE CO. FL.

OFFICIAL RECORDS
 BOOK PAGE
 OFFICIAL RECORDS

PROJECT: RINEHART ROAD EXTENSION
OWNER(S): ~~VIOLA H. KASTNER~~ VIOLA H. KASTNER
R/W PARCEL NO.: 701.2 A
TAX I.D. NO.: 32-19-30-300-0070-0000
CONSULTANTS: GLACE & RADCLIFFE, INC.
CERTIFICATE NO.: OA-9393

TEMPORARY CONSTRUCTION EASEMENT

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East
in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well Box with Seminole County Cap, marking the
Southeast Corner of the Southeast 1/4 of Section 31, Township 19 South, Range
30 East, Seminole County, Florida; thence North 00°03'40" East along the East
line of the Southeast 1/4 of said Section 31, a distance of 33.00 feet to a
point on the existing Northerly right of way line of County Road No. 46A;
thence North 00°03'40" East along the East line of the Southeast 1/4 of said
Section 31, a distance of 990.75 feet to the South corner of Florida
Department of Transportation's Borrow Pit No. 1; thence North 24°17'13" East
along the Easterly line of said Florida Department of Transportation's Borrow
Pit No. 1, a distance of 741.89 feet to the POINT OF BEGINNING; thence
continue North 24°17'13" East along said Easterly line 109.82 feet to a point
on a curve concave Southeasterly, having a radius of 1074.93 feet, a central
angle of 01°10'33" and a chord bearing of North 54°35'43" East; thence
Northeasterly, along the arc of said curve 22.06 feet to a point on a radial
line; thence South 34°49'01" East along said radial line, 50.00 feet to a
point on a curve concave Southeasterly, having a radius of 1024.93 feet, a
central angle of 06°30'55" and a chord bearing of South 51°55'32" West; thence
Southwesterly along the arc of said curve 116.55 feet to the POINT OF
BEGINNING.

Containing 3391 square feet, more or less.

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

I hereby certify that the description represented on this map was made under my direction on the date shown based
on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND
SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-8, Florida Administrative Code and that there
is no evidence on the ground of use of the property which might suggest a possible claim of easement other than
those shown.

2218 1451
SEMINOLE CO. FL.
BOOK PAGE
OFFICIAL RECORDS
PAGE
1058
SEMINOLE CO. FL.

PROJECT:
OWNER(S):
R/W PARCEL NO:
TAX ID. NO.:
CONSULTANTS:
CERTIFICATE NO:

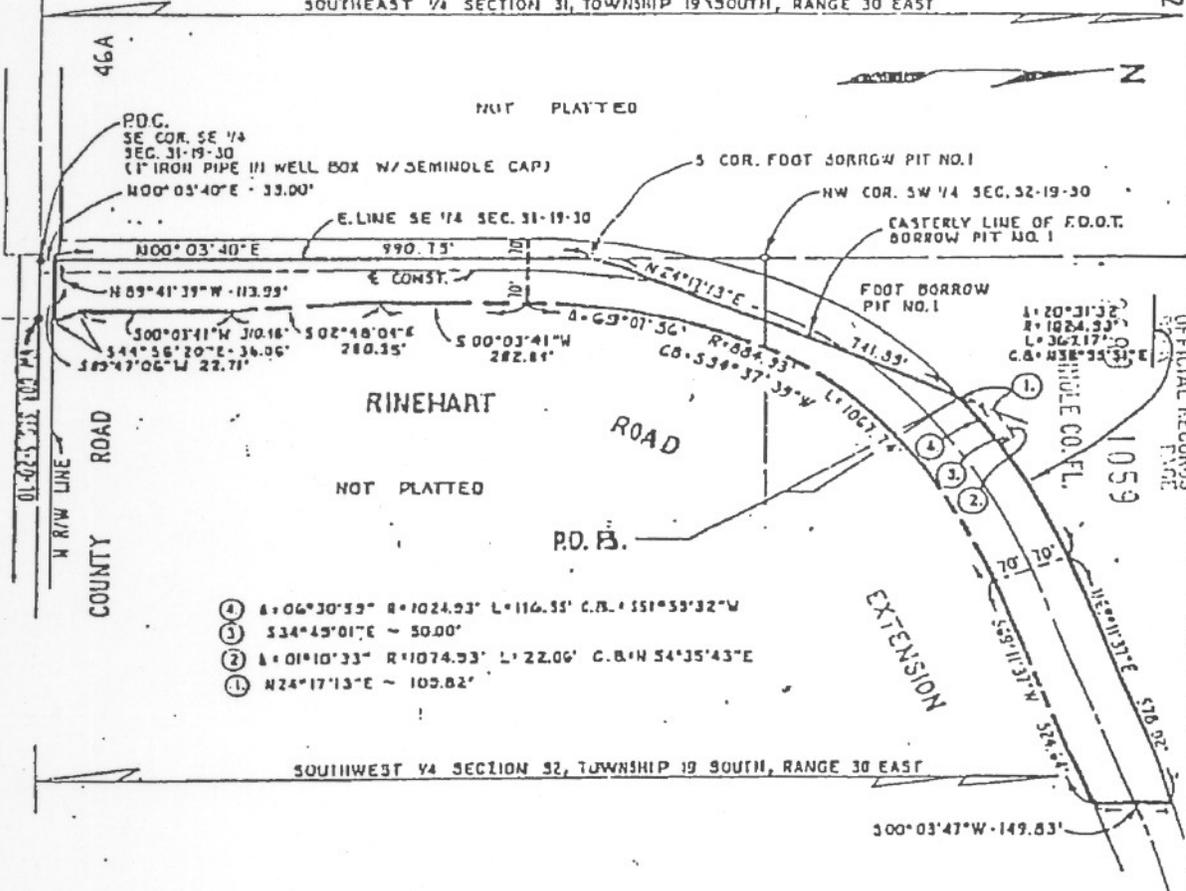
RINEHART ROAD EXTENSION
VIOLA HEELEY ~~VIOLA HEELEY~~ VIOLA H. KASTOR
7012A
32-19-30-300-0070-0000
GLACE & RADCLIFFE, INC.
0A-9393

VIOLA H. KASTOR

2218 1452
SEMINOLE CO. FL.
PAGE

LEGIBILITY UNSATISFACTORY FOR MICROFILMING

SOUTHEAST 1/4 SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST



- ④ 6°06'30'39" R=1024.93' L=116.35' C.B.=S 51°59'32"W
- ③ 34°45'01"E ~ 30.00'
- ② 1°01'10'33" R=1074.93' L=22.06' C.B.=W 54°35'43"E
- ① N 24°17'13"E ~ 109.82'

BEARINGS ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SEC. 31-19-30 AS BEING N 00°03'40"E AN ASSUMED BEARING. I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21H11-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

EXHIBIT "A" 8/11

PROJECT : RINEHART ROAD EXTENSION
OWNER(S) : VIOLA H. KASTNER
R/W PARCEL No: 711.1
TAX I.D. No. : 29-19-30-300-0370-0000
CONSULTANTS : GLACE & RADCLIFFE, INC.
CERTIFICATE No: OA- 11262

TEMPORARY CONSTRUCTION EASEMENT

That portion of the East 1/2 of the Southeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida.

Being described as follows:

Commence at a 5" round Concrete Monument marking the Southeast corner of the Southeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida; thence North 89°48'30" West along the South line of the Southeast 1/4 of said Section 29, a distance of 125.01 feet to a point on a curve concave Westerly, having a radius of 2476.48 feet, a central angle of 00°10'07" and a chord bearing of North 00°09'04" East; thence Northeasterly along the arc of said curve 7.29 feet to the Point of Tangency; thence North 00°04'01" East 339.84 feet to the POINT OF BEGINNING; thence North 89°55'59" West, 25.00 feet; thence North 00°04'01" East, 1300.00 feet; thence South 89°55'59" East, 25.00 feet; thence South 00°04'01" West, 1300.00 feet to the POINT OF BEGINNING.

Less existing rights of way.

Containing 0.746 acres, more or less.

2218 1453
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK 311 PAGE

1060
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK 311 PAGE

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

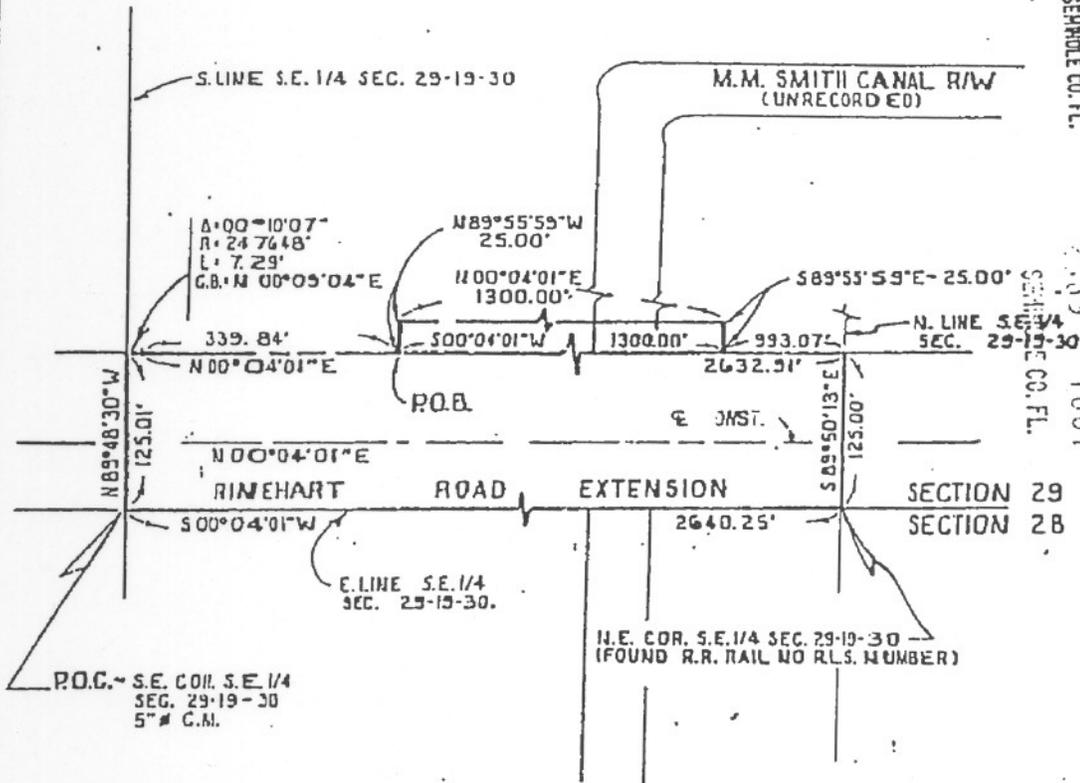
I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-8, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

EXHIBIT "A" 9/11

PROJECTS: RINEHART ROAD EXTENSION
 OWNER (S): VIOLA K. KASTNER
 R/W PARCEL NO: 711.1
 TAX I.D. NO: 29-19-30-300-0370-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO: DA-11262

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

2218 1454
 SEMHOLE CO. FL.
 2509
 1061
 OFFICIAL RECORDS
 BOOK PAGE



I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown. DIST. OF BEARING BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SEC. 29-19-30 AS BEING N00°04'01"E AN ASSUMED BEARING.

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): ~~VIDUA KELLEY & ANITA VIDUA KELLEY~~ VIOLA H. KASTNER
 R/W PARCEL NO.: 701.20
 TAX ID. NO.: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE RADCLIFFE, INC.
 CERTIFICATE NO.: OA-9393

TEMPORARY CONSTRUCTION EASEMENT

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well Box with Seminole County Cap, marking the Southeast Corner of the Southeast 1/4 of Section 31, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the East line of the Southeast 1/4 of said Section 31, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A; thence North 00°03'40" East along the East line of the Southeast 1/4 of said Section 31, a distance of 990.75 feet to the South corner of Florida Department of Transportation's Borrow Pit No. 1; thence North 24°17'13" East along the Easterly line of said Florida Department of Transportation's Borrow Pit No. 1, a distance of 741.69 feet to a point on a curve concave Southeasterly having a radius of 1024.93 feet, a central angle of 09°30'56" and a chord bearing of North 53°25'33" East; thence Northeasterly along the arc of said curve 170.22 feet to a point on said curve and the POINT OF BEGINNING; thence North 31°48'59" West, 10.00 feet to a point on a curve concave Southeasterly, having a radius of 1034.93 feet, a central angle of 11°00'36" and a chord bearing of North 63°41'19" East; thence Northeasterly, along the arc of said curve 198.87 feet to the Point of Tangency; thence North 69°11'37" East, 16.50 feet; thence South 20°48'23" East, 10.00 feet; thence South 69°11'37" West, 16.50 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 1024.93 feet, a central angle of 11°00'36" and a chord bearing of South 63°41'19" West; thence Southwesterly, along the arc of said curve 196.95 feet to the POINT OF BEGINNING.

Containing 2144 square feet, more or less.

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING

I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21811-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

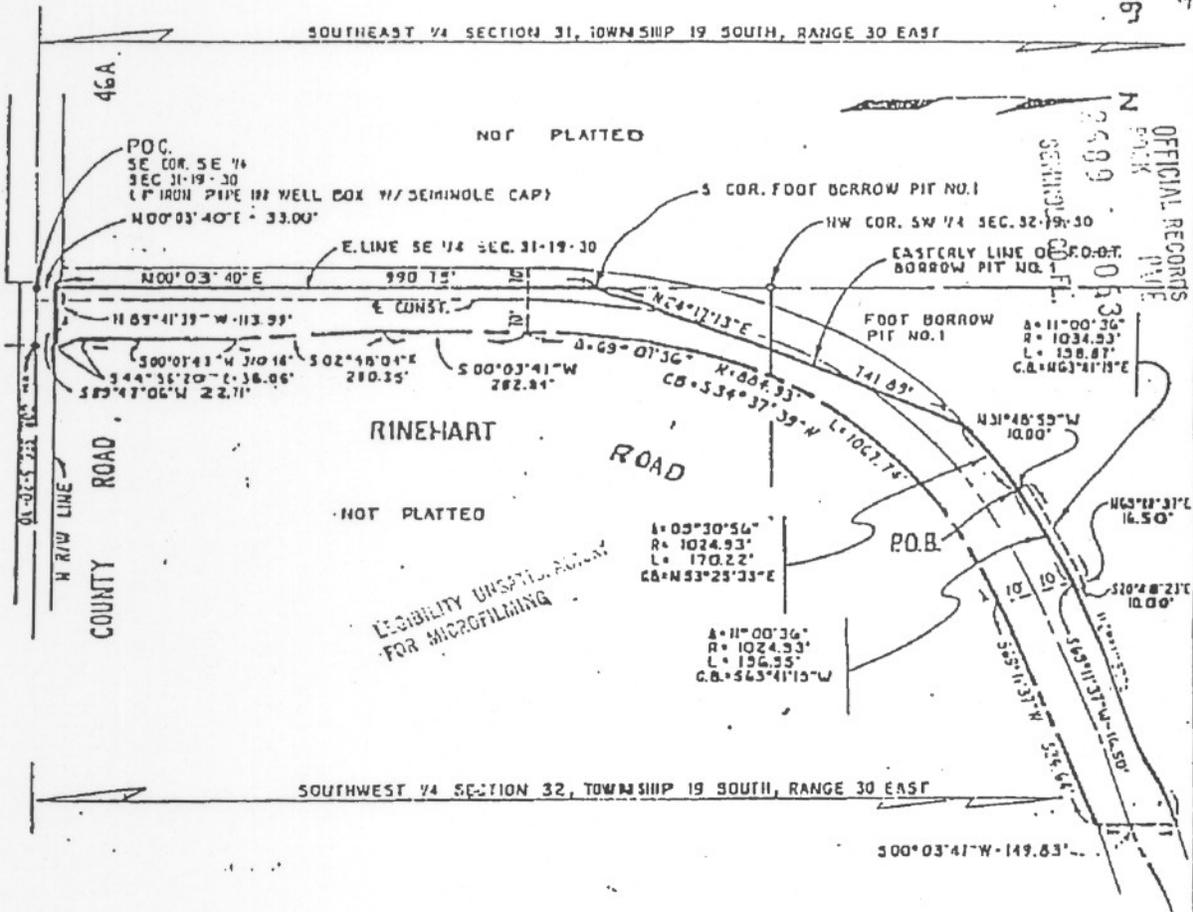
SEMINOLE COUNTY
 2218 1455
 BOOK PAGE
 OFFICIAL RECORDS
 PAGE

PROJECT: RINEHART ROAD EXTENSION
 OWNER CSI: YIOCA KELLEY ~~AKIA WIDEA~~ KELLEY
 R/W PARCEL NO: 701.2 B
 TAX ID NO: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO: 0A-9393

VIOA H. KASTNER

2218 1456
 SEMINOLE CO. FL.
 BOOK 2218 PAGE 1456

LEGIBILITY UNSATISFACTORY
 FOR MICROFILMING



BEARINGS ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SEC. 31-19-30 AS BEING N00°03'40"E AN ASSUMED BEARING.
 I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with Ch. 2111-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

12' PERPETUAL RIGHT-OF-WAY EASEMENT

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): VIOLA KELLY A/K/A VIOLA H. KELLY
 R/W PARCEL NO.: 101.2 B
 TAX I.D. NO.: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO.: OA-9393

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well box with Seminole County Cap, marking the Southwest corner of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the West line of the Southwest 1/4 of said Section 32, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A; thence South 89°41'39" East along said Northerly right of way 113.99 feet; thence North 89°47'06" East along said Northerly right of way 39.60 feet to the POINT OF BEGINNING; thence North 44°56'20" West, 42.98 feet; thence North 00°03'41" East, 305.79 feet; thence North 02°48'04" West, 280.35 feet; thence North 00°03'41" East, 282.54 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 872.93 feet, a central angle of 56°14'42" and a chord bearing of North 28°11'02" East; thence Northeasterly along the arc of said curve 856.92 feet to a point on said curve; thence South 33°41'38" East along a radial line 12.00 feet to a Point on Curve concave Southeasterly having a radius of 860.93 feet, a central angle of 56°14'42" and a chord bearing of South 28°11'02" West; thence Southwesterly along the arc of said curve 845.14 feet to the Point of Tangency; thence South 00°03'41" West, 282.24 feet; thence South 02°48'04" East, 280.35 feet; thence South 00°03'41" West, 301.12 feet; thence South 44°56'20" East, 49.89 feet to a point on the Northerly right of way line of County Road No. 46A; thence South 89°47'06" West along said Northerly right of way line 16.89 feet to the POINT OF BEGINNING.

Containing 21164 square feet, more or less.

I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21114-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record. No underground installations or improvements have been located except as noted.

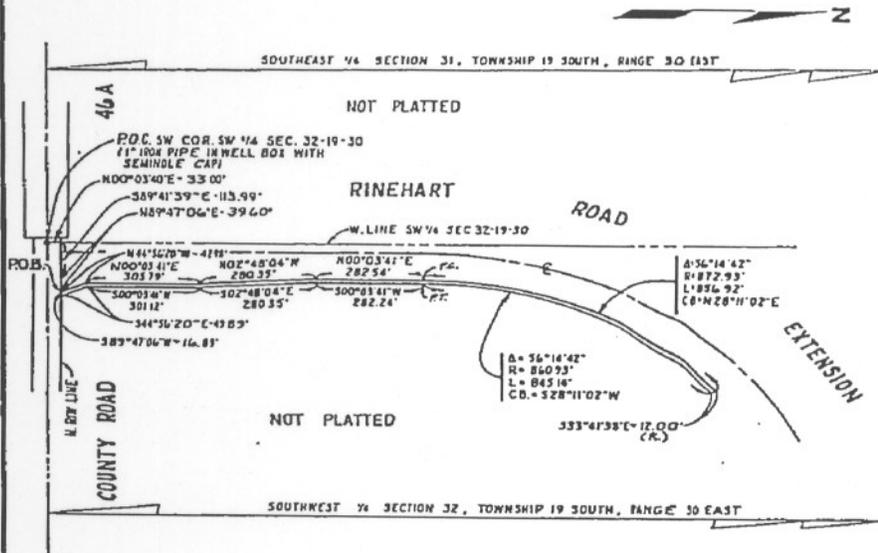
SHEET 1 OF 2

CH. 21114-6, Florida Administrative Code, requires that a legal description drawing bear the notation that		Date: JUNE 12, 1991	 GLACE & RADCLIFFE, INC. CONSULTING ENGINEERS PLANNERS - SURVEYORS 800 SO. ORLANDO AVE., MAITLAND, FL. 32751 TELEPHONE: 407/847-6623
THIS IS NOT A SURVEY		Job No. 90542	
ABBREVIATION LEGEND R/W RIGHT OF WAY N NORTH E EAST S SOUTH W WEST P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT	COR. CORNER CONST. CONSTRUCTION EXIST. EXISTING SEC. SECTION STA. STATION R. RADIUS CH. CHORD CLEARING L. LENGTH Δ. DELTA	ICI CALCULATED IPI FLAT PB FLAT BOOK DR. DEED BOOK PG. PAGE ROD RAIL AND DISK RLS REGISTERED LAND SURVEYOR RIJ MEASURED IUS DEED	RONALD B. RESSELING FLORIDA REGISTERED LAND SURVEYOR - NO. 2156 NOT VALID WITHOUT SURVEYOR'S CROSSED SIGNATURE REVISED:

OFFICIAL RECORDS
 PAGE 1054
 9599
 1054

EXHIBIT "B" 2/12

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): VIOLA KELLY A/K/A VIOLA H. KELLY
 R/W PARCEL NO.: 101.2 B
 TAX I.D. NO.: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO.: OA-9393



OFFICIAL RECORDS
 1055

BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SEC. 32-19-30 AS BEING 100°03'40\"/>

The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record.
 No underground installations or improvements have been located except as noted.

Cit. 211111-8, Florida Administrative Code, requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY		Date: JUNE 12, 1991 Job No. 90542 Scale: 1"=300'	SHEET 2 OF 2  GLACE & RADCLIFFE, INC. CONSULTING ENGINEERS PLANNERS - SURVEYORS 800 SO. ORLANDO AVE., MAITLAND, FL. 32751 TELEPHONE: 407/867-5633
ABBREVIATION LEGEND R/W RIGHT OF WAY N NORTH E EAST S SOUTH W WEST POB POINT OF BEGINNING POC POINT OF COMMENCEMENT IRI RADIAL	COR. CORNER CONST. CONSTRUCTION SEC. SECTION STA. STATION R. RADIUS CB. CHORD BEARING L. LENGTH Δ DELTA	(C) CALCULATED (P) PLAT PB. PLAT BOOK DB. DEED BOOK PG. PAGE N100 NAIL AND DISK RLS. REGISTERED LAND SURVEYOR (M) MEASURED (D) DEED	 RONALD B. WESSELINK FLORIDA REGISTERED LAND SURVEYOR - NO. 2555 NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL REVISED:

OFFICIAL RECORDS
PAGE 1055
SEMINOLE CO. FL.

12' PERPETUAL RIGHT-OF-WAY EASEMENT
PROJECT: RINEHART ROAD EXTENSION
OWNER: VIOLA H. KASTNER
R/W PARCEL NO: 101.2 C

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well box with Seminole County Cap, marking the Southwest corner of the Southwest 1/4 of Section 32, Township 19 South Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the West line of the Southwest 1/4 of said Section 32, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A; thence South 89°41'39" East along said Northerly right of way 113.99 feet; thence North 89°47'06" East along said Northerly right of way 22.71; thence leaving said right of way run North 44°56'20" West, 36.06 feet; thence North 00°03'41" East, 310.46 feet; thence North 02°48'04 West, 280.35 feet; thence North 00°03'41" East, 282.84 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 884.93 feet, a central angle of 56°14'42" and a chord bearing of North 28°11'02" East; thence run Northeasterly along the arc of said curve 868.70 feet to the Point of Beginning thence continue Northeasterly along the arc of said curve, concave to the Southeast, having a chord bearing of North 62°45'00" East, through a central angle of 12°53'13", a distance of 199.04 feet to the Point of Tangency; thence run North 69°11'37" East a distance of 524.64 feet; thence run South 00°03'47" West a distance of 12.84 feet; thence run South 69°11'37" West a distance of 520.07 feet to a Point of Curvature, said curve being concave to the Southeast, having a chord bearing of South 62°45'00" West; thence run Southwesterly along the arc of said curve through a central angle of 12°53'13" a distance of 196.34 feet; thence leaving said curve run North 33°41'38" West along a radial line 12.00 feet to the POINT OF BEGINNING.

Containing 8638 square feet, more or less.

Nov. 9, 93
Date

Gary
For Seminole County
Gary Lelse, P.E.

Sheet 1 of 2

OFFICIAL RECORDS
10-09 1055
SEMINOLE COUNTY

12' PERPETUAL RIGHT-OF-WAY EASEMENT
PROJECT: RINEHART ROAD EXTENSION
OWNER: VIOLA H. KASTNER
R/W PARCEL NO: 101.2 D

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well box with Seminole County Cap, marking the Southwest corner of the Southwest 1/4 of Section 32, Township 19 South Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the West line of the Southwest 1/4 of said Section 32, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A; thence South 89°41'39" East along said Northerly right of way 113.99 feet; thence North 89°47'06" East along said Northerly right of way 22.71; thence leaving said right of way run North 44°56'20" West, 36.06 feet; thence North 00°03'41" East, 310.46 feet; thence North 02°48'04" West, 280.35 feet; thence North 00°03'41" East, 282.84 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 884.93 feet, a central angle of 89°07'56" and a chord bearing of North 34°37'39" East; thence Northeasterly along the arc of said curve 1067.74 feet to the point of tangency; thence run N20°48'23"W a distance of 140.00 feet to the Point of Beginning and a point on a curve, being concave to the Southeast, having a chord bearing of S58°55'51"W, Thence run Southwesterly along the arc of said curve through a central angle of 20°31'32" a distance of 367.17 feet; Thence leaving said curve run N24°17'13"E a distance of 28.29 feet to a point on a curve, being concave to the Southeast having a chord bearing of N59°38'34"E, Thence run Northeasterly along the arc of said curve through a central angle of 19°06'05" a distance of 345.69 feet to the point of tangency; Thence run N69°11'37"E a distance of 582.60 feet; Thence run S00°03'47"W a distance of 12.84 feet; Thence run S69°11'37"W a distance of 578.02 feet to the Point of Beginning.

Containing 11,239 square feet more or less.

Nov. 9, 93
Date

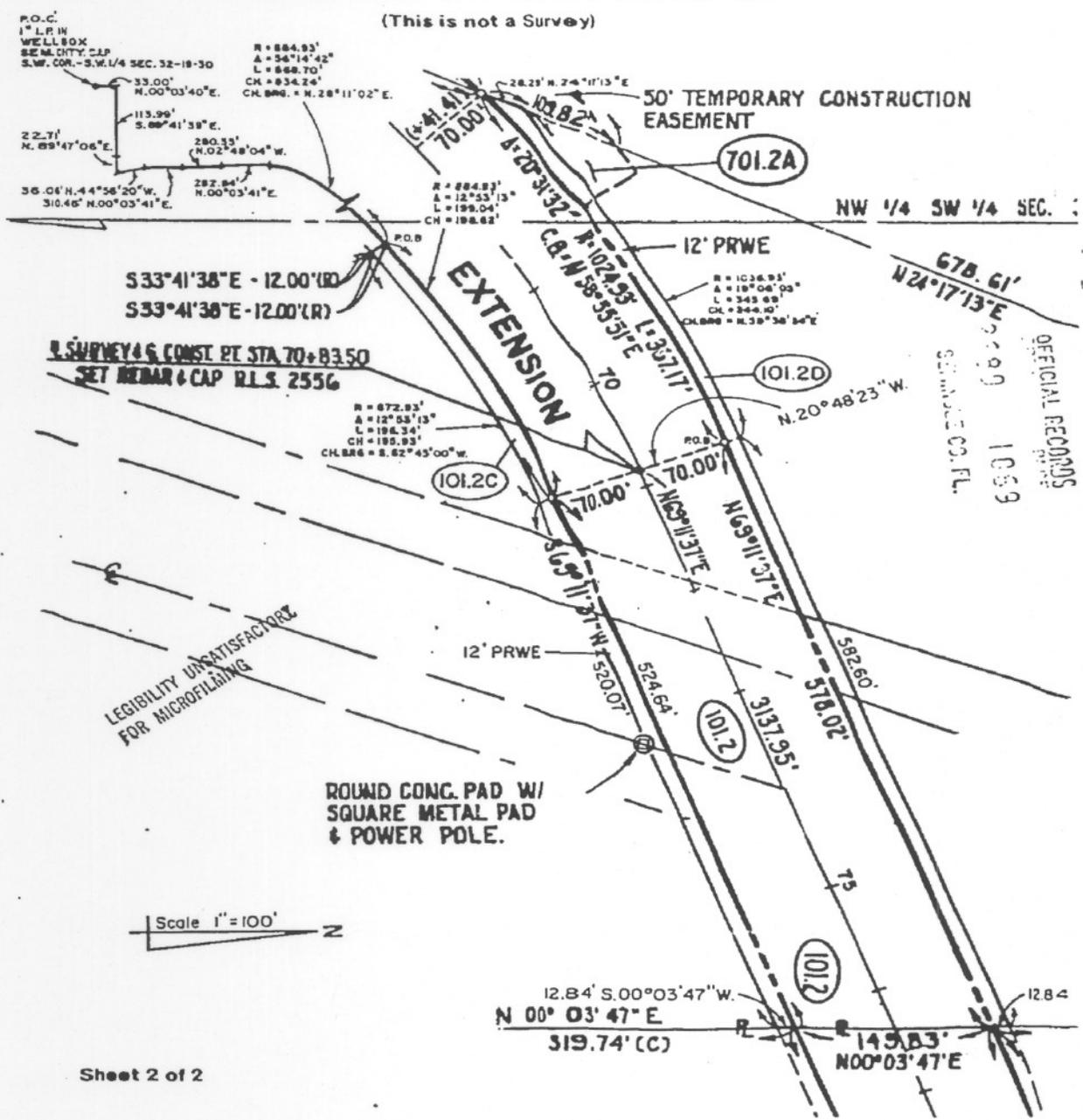
Gary Lelse
For Seminole County
Gary Lelse, P.L.
SEMINOLE COUNTY
REGISTERED
11/09/93

SKETCH OF DESCRIPTION

EXHIBIT "B" 6/12

Seminole County Survey Section, Engineering Dept.

(This is not a Survey)



P.O.C.
1" L.P. IN
WELL BOX
SEMINOLE COUNTY, FLA.
S.W. COR. - S.W. 1/4 SEC. 32-19-30

33.00' N.00°03'40"E
113.99' S.09°41'39"E
22.71' N.09°47'06"E
36.04' N.44°56'20"W
310.46' N.00°03'41"E

R = 884.93'
A = 56°14'42"
L = 868.70'
CH = 834.24'
CH BRG. = N.28°11'02"E

R = 884.93'
A = 12°53'13"
L = 199.04'
CH = 188.62'

R = 872.83'
A = 12°58'13"
L = 196.34'
CH = 195.93'
CH BRG. = S.62°45'00"W

R = 1036.93'
A = 18°04'09"
L = 345.89'
CH = 344.97'
CH BRG. = N.39°36'54"E

S33°41'38"E - 12.00'(R)
S33°41'38"E - 12.00'(R)

U.S. SURVEY & CONST. PT. STA. 70+83.50
SET REBAR & CAP R.L.S. 2556

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

ROUND CONG. PAD W/
SQUARE METAL PAD
& POWER POLE.

Scale 1" = 100'

Sheet 2 of 2

NW 1/4 SW 1/4 SEC. 32-19-30

678.61'
N24°17'13"E

OFFICIAL RECORDS
1059
SEMINOLE CO., FL.

12.84' S.00°03'47"W.
N 00° 03' 47" E
319.74' (C)

145.83'
N00°03'47"E

EXHIBIT "B" 7/12

12' PERPETUAL RIGHT-OF-WAY EASEMENT
PROJECT: RINEHART ROAD EXTENSION
OWNER: VIOLA H. KASTNER
R/W PARCEL NO: 111.1 A

SEMINOLE CO. FL.
1070
OFFICIAL RECORDS

A portion of the Southwest 1/4 of Section 29, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 5" round Concrete Monument marking the Southeast corner of the Southeast 1/4 of Section 29, Township 19 South, Range 30 East, Seminole County, Florida; thence North 89°48'30" West along the South line of the Southeast 1/4 of said Section 29, a distance of 125.01 feet to the POINT OF BEGINNING and a point on a curve concave Westerly, having a radius of 2476.48 feet, a central angle of 00°10'07" and a chord bearing of North 00°09'04" East, thence Northerly along the arc of said curve 7.29 feet to the point of tangency; Thence North 00°04'01" East 2632.91 feet to a point on the North line of the Southeast 1/4 of said Section 29; Thence North 89°50'13" West along the North line of the Southeast 1/4 of said Section 29, a distance of 12.00 feet; Thence South 00°04'01" West 2633.05 feet to the point of curvature of a curve concave Westerly, having a radius of 2464.48 feet, a central angle of 00°10'07" and a chord bearing of South 00°09'04" West; Thence Southerly along the arc of said curve 7.25 feet to the South line of the Southeast 1/4 of said Section 29; Thence South 89°48'30" East along said line 12.00 feet to the POINT OF BEGINNING.

Containing 31,596 square feet more or less.

Nov. 9, 93

Date

For Seminole
Gary Leise,

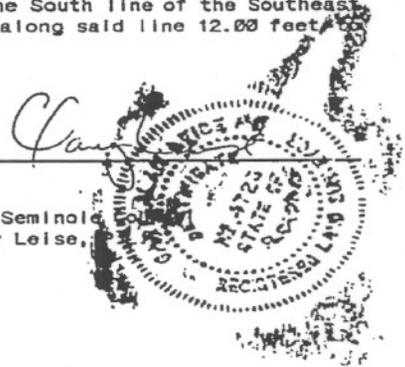


EXHIBIT "B" 9/12

12' PERPETUAL RIGHT OF WAY EASEMENT

PROJECT: RINEHART ROAD EXTENSION
OWNER(S): VIOLA H. KASTNER
R/W PARCEL NO: 111.1-B

OFFICIAL RECORDS
PAGE 1072
SEMINOLE CO. FL.

LEGAL DESCRIPTION:

THE WEST 12 FEET OF LOTS 40, 41 AND 54, SMITHS THIRD SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 86 ON THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 30 EAST.

CONTAINING 20,777 SQUARE FEET MORE OR LESS.

Nov. 9, 93

DATE

Gary Leise
FOR SEMINOLE COUNTY
GARY LEISE, P
SEMINOLE COUNTY
CLERK OF COUNTY RECORDS
1000 N. GULF BLVD.
DADE CITY, FL 32825
REC'D 11/10/93

SHEET 1 OF 2

EXHIBIT "B" 10/12

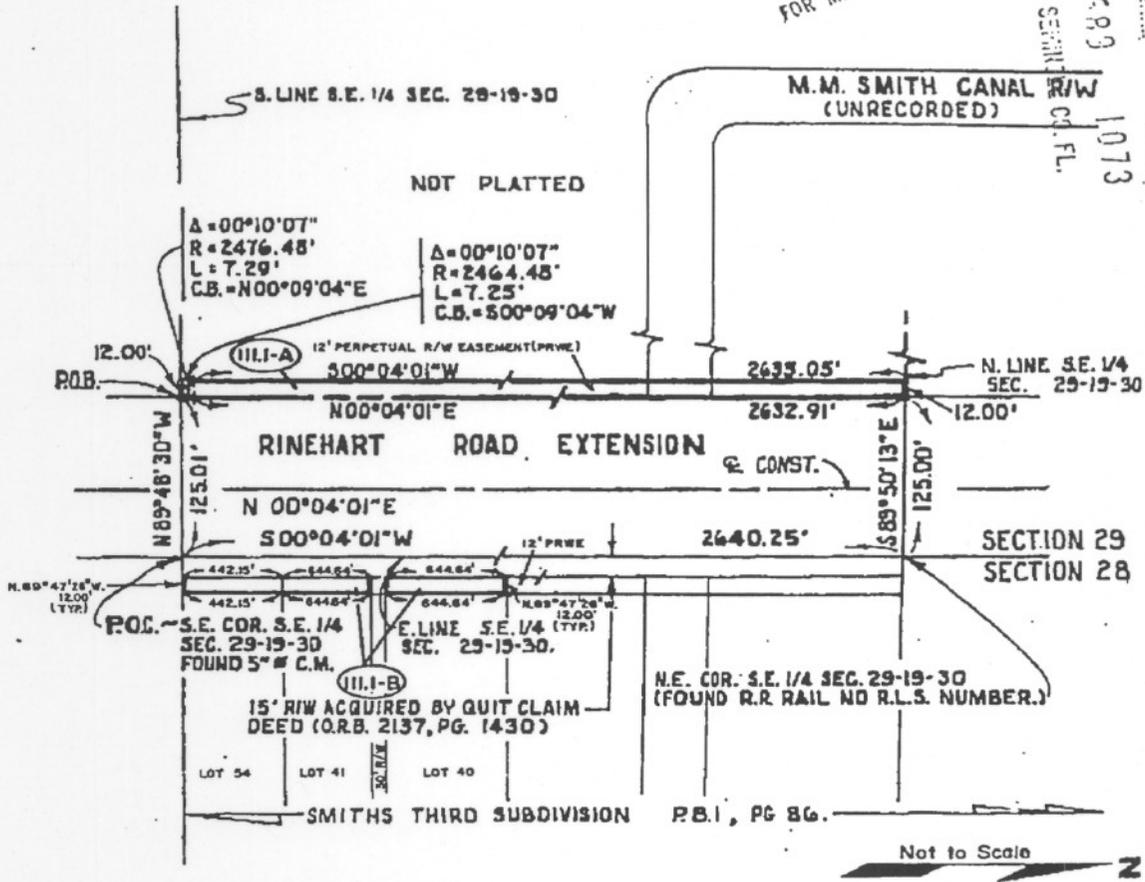
SKETCH OF DESCRIPTION

Seminole County Survey Section, Engineering Dept.

(This is not a Survey)

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

OFFICIAL RECORDS
SERIAL 1073
CO. FL.



12' PERPETUAL RIGHT OF WAY EASEMENT

PROJECT: RINEHART ROAD EXTENSION
OWNER(S): VIOLA H. KASTNER
R/W PARCEL NO: 113-A

SEMINOLE COUNTY
1074
OFFICIAL RECORDS

THAT PORTION OF THE SOUTH 10.00 CHAINS OF THE NORTH 2188.00 FEET OF THE EAST 5.00 CHAINS OF THE NORTHEAST 1/4 (LESS EAST 15.00 FEET) IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD RAIL WITH NO R.L.S. NUMBER MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN N00°07'10"E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 452.69 FEET TO THE SOUTHEAST CORNER OF A 15.00 FOOT RIGHT OF WAY; THENCE RUN N89°50'13"W, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°50'13"W, A DISTANCE OF 12.00 FEET; THENCE RUN N00°07'10"E, A DISTANCE OF 623.50 FEET; THENCE RUN N44°52'52"W, A DISTANCE OF 42.39 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 46, AS SHOWN ON THE DEPARTMENT OF TRANSPORTATION'S RIGHT OF WAY MAP, SECTION 77030-2107, ON SHEET 3 OF 9; THENCE RUN S89°52'50"E, ALONG THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE 16.97 FEET; THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN S44°52'52"E, A DISTANCE OF 35.36 FEET; THENCE RUN S00°07'10"W A DISTANCE OF 628.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 7978 SQUARE FEET MORE OR LESS.

Nov. 9, 93
DATE

Gary Leisen
FOR SEMINOLE COUNTY
GARY LEISEN, COUNTY REGISTER

SKETCH OF DESCRIPTION

Seminole County Survey Section, Engineering Dept.
(This is not a Survey)

EXHIBIT "B" 2/12

1075
SEMINOLE CO. FL.
RECORDS

NOT PLATTED

LEGIBILITY UNSATISFACTORY FOR MICROFILMING

Scale 1" = 100'

N.E. 1/4, SEC. 29-19-30

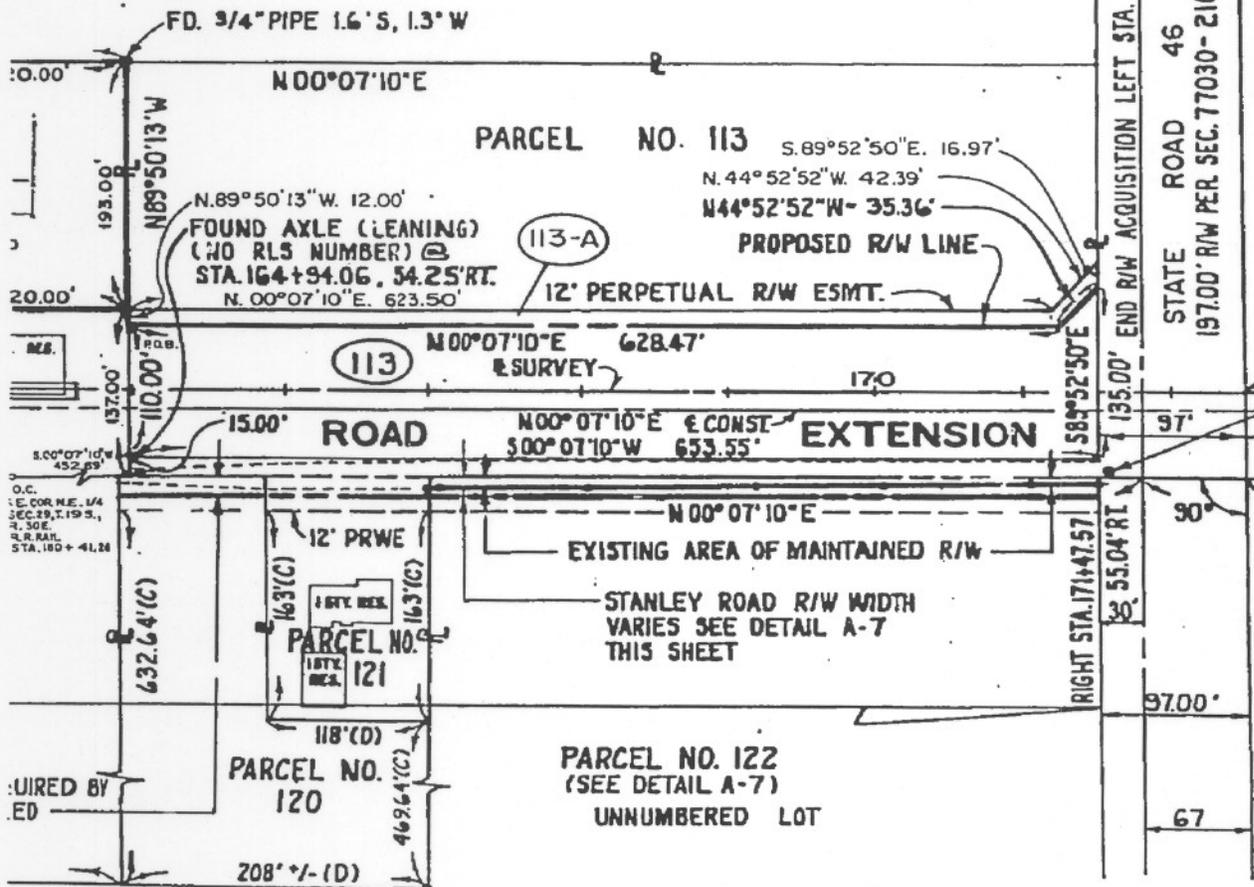


	EXHIBIT "C" 1/2
PROJECT:	RINEHART ROAD EXTENSION
OWNER(S):	VIOLA KELLY A/K/A VIOLA H. KELLY
R/W PARCEL NO.:	101.2A
TAX I.D. NO.:	32-19-30-300-0070-0000
CONSULTANT'S:	GLACE & RADCLIFFE, INC.
CERTIFICATE NO.:	OA-9393

A portion of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East in Seminole County, Florida.

Being described as follows:

Commence at a 1" Iron Pipe in Well box with Seminole County Cap, marking the Southwest corner of the Southwest 1/4 of Section 32, Township 19 South, Range 30 East, Seminole County, Florida; thence North 00°03'40" East along the West line of the Southwest 1/4 of said Section 32, a distance of 33.00 feet to a point on the existing Northerly right of way line of County Road No. 46A; thence South 89°41'59" East along said Northerly right of way line 113.99 feet; thence North 89°47'06" East along said Northerly right of way 22.71 feet to the POINT OF BEGINNING; thence North 44°56'20" West, 36.06 feet; thence North 00°03'41" East, 310.46 feet; thence North 02°48'04" West, 280.35 feet; thence North 00°03'41" East, 282.84 feet to the Point of Curvature of a curve concave Southeasterly, having a radius of 884.93 feet, a central angle of 56°14'42" and a chord bearing of North 28°11'02" East; thence Northeasterly along the arc of said curve 868.70 feet to a point on said curve; thence South 33°41'38" East along a radial line 12.00 feet to a Point on Curve concave Southeasterly having a radius of 872.93 feet, a central angle of 56°14'42" and a chord bearing of South 28°11'02" West; thence Southwesterly along the arc of said curve 856.92 feet to the Point of Tangency; thence South 00°03'41" West, 282.54 feet; thence South 02°48'04" East, 280.35 feet; thence South 00°03'41" West, 305.79 feet; thence South 44°56'20" East, 42.98 feet to a point on the Northerly right of way line of County Road No. 46A; thence South 89°47'06" West along said Northerly right of way line 16.89 feet to the POINT OF BEGINNING.

Containing 21282 square feet, more or less.

I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21111-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

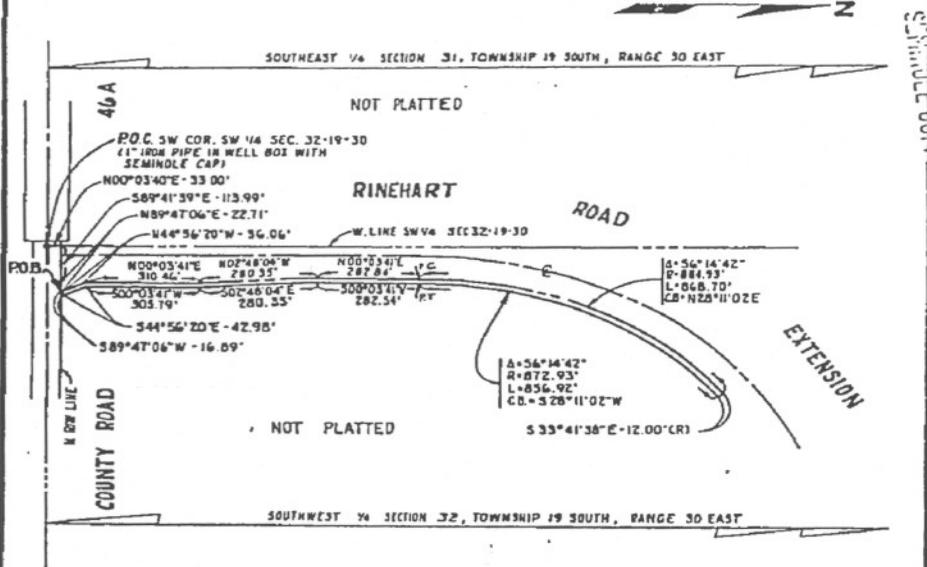
The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record. No underground installations or improvements have been located except as noted.

SHEET 1 OF 2

CH. 21111-6, Florida Administrative Code, requires that a legal description drawing bear the notation that		Date: JUNE 12, 1991	 GLACE & RADCLIFFE, INC. CONSULTING ENGINEERS PLANNERS - SURVEYORS 800 SO. ORLANDO AVE., MAITLAND, FL. 32751 TELEPHONE: 407/647-6023
THIS IS NOT A SURVEY		Job No. 90542	
ABBREVIATION LEGEND R/W RIGHT OF WAY N NORTH E EAST S SOUTH W WEST P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT	COR CORNER CONST CONSTRUCTION EXIST EXISTING SEC SECTION STA STATION R RADIUS CB CHORD BEARING L LENGTH Δ DELTA	(C) CALCULATED (P) PLAT P.B. PLAT BOOK D.B. DEED BOOK P.O. PAGE N.N.D. NAIL AND DISK R.L.S. REGISTERED LAND SURVEYOR (M) MEASURED (D) DEED	RONALD B. KESSELMAN FLORIDA REGISTERED LAND SURVEYOR - NO 2556 NOT VALID WITHOUT SURVEYOR'S EMBOSSER SEAL REVISED:

9695 1076
 SEMINOLE CO. FL.
 OFFICIAL RECORDS

PROJECT: RINEHART ROAD EXTENSION
 OWNER(S): VIOLA KELLY A/K/A VIOLA H. KELLY
 R/W PARCEL NO.: 101.2 A
 TAX I.D. NO.: 32-19-30-300-0070-0000
 CONSULTANTS: GLACE & RADCLIFFE, INC.
 CERTIFICATE NO.: OA-9393



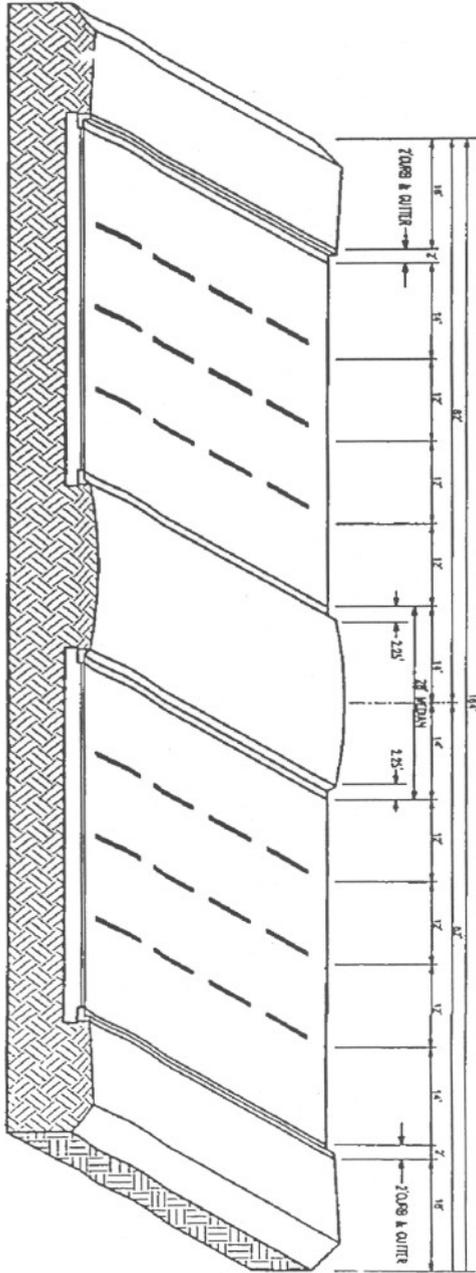
2693 1077
 SEMINOLE CO. FL
 OFFICIAL RECORDS
 PAGE

BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SEC. 32-19-30 AS BEING N00°03'40" E, AN ASSUMED BEARING. I hereby certify that the description represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA in accordance with CH. 21HH-6, Florida Administrative Code and that there is no evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown.

The Surveyor has not abstracted the lands shown hereon for assessments and/or rights of way of record. No underground installations or improvements have been located except as noted.

SHEET 2 OF 2

CH. 21HH-6, Florida Administrative Code, requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY		Date: JUNE 12, 1991 Job No. 90342 Scale: 1" = 300'	 GLACE & RADCLIFFE, INC. CONSULTING ENGINEERS PLANNERS - SURVEYORS 800 SO. ORLANDO AVE., MAITLAND, FL. 32751 TELEPHONE: 407/847-6623
ABBREVIATION LEGEND R/W RIGHT OF WAY N NORTH E EAST S SOUTH W WEST POB POINT OF BEGINNING POC POINT OF COMMENCEMENT (R) RADIAL		COR CORNER CONST CONSTRUCTION EXIST EXISTING SEC. SECTION STA STATION R RADIUS CB CHORD BEARING L LENGTH Δ DELTA	(C) CALCULATED (P) PLAT BOOK (D) DEED BOOK (A) ASCE (H) HAIL AND DISK (R) REGISTERED LAND SURVEYOR (M) MEASURED (S) SEED
		Revised: <i>Ronald B. Kesselring</i> RONALD B. KESSELRING FLORIDA REGISTERED LAND SURVEYOR - NU 2558 NOT VALID WITHOUT SURVEYOR'S EMBROIDERED SEAL	



8 LANE TYPICAL URBAN SECTION

SEMINOLE COUNTY ENGINEERING DEPARTMENT 11-2-93

RECORDS
 1073
 EXHIBIT "D"
 SEMINOLE CO. FL.

EXHIBIT "E" 1/5

OFFICIAL RECORDS
PAGE
1079
1993
SEMINOLE CO. FL.

Legal Description
Stormwater Drainage Easement
Parcel 812

That portion of "East 5.00 chains of Southeast 1/4 of the Northeast 1/4, South of St. Gertrude Avenue (less the North 10.00 chains)" in section 29, Township 19 South, Range 30 East, Seminole County, Florida.

Being more particularly described as follows:

The West 193.00 feet of the East 330.00 feet of the South 332.69 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 29.

Containing 1.47 acres more or less.

Nov. 15, 93
Date

Gary Leise
For Seminole County
Gary Leise, P.L.S.

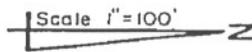


SKETCH OF DESCRIPTION

Seminole County Survey Section, Engineering Dept.

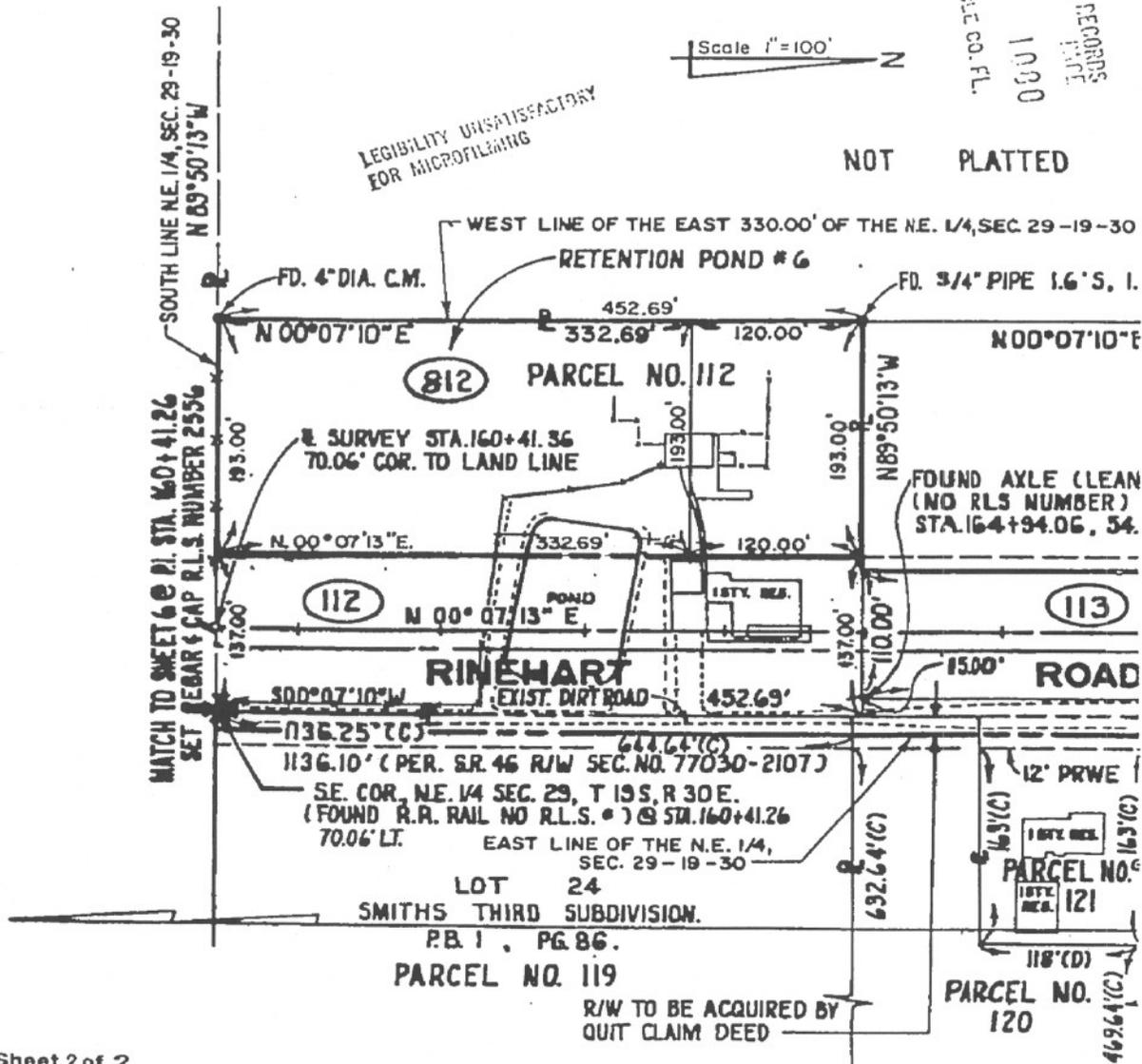
(This is not a Survey)

OFFICIAL RECORDS
PAGE 1000
SEMINOLE CO. FL.



LEGIBILITY UNSATISFACTORY FOR MICROFILMING

NOT PLATTED



OFFICIAL RECORDS
PAGE
1081
SEMINGO CO. FLA
6489

Legal Description

That portion of "East 5.00 chains of Southeast 1/4 of the Northeast 1/4, South St. Gertrude Avenue (less the North 10.00 chains)" in Section 29, Township 19 South, Range 30 East, Seminole County, Florida.

Being more particularly described as follows:

The West 193.00 feet of the East 330.00 feet of the South 452.69 feet of the Southeast 1/4 of the Northeast 1/4 of said Section 29.

Containing 2.006 acres more or less.

Nov. 15, 93
Date

Gary Leise
For Seminole County
Gary Leise, P.L.S.


EXHIBIT "F" 1/2

RINEHART ROAD
PARCEL "A" ACCESS

Construction Station	Flags	Requested by Easteer
1. 132+95 Wilson Avenue	Median Crossover	Right-in/Right-out County Concerns But Will Not Construct
2. 137+08 **(137+11)	Nothing Shown	*Tell Median Crossover County Concerns And Will Construct
3. 140+20	Median Crossover (140+08) Can be Changed to Right-in/Right-out	Right-in/Right-out Convert former median crossover to right-in/right-out at station 140+00
4. 143+50 **(143+50)	Nothing Shown	*Tell Median Crossover County Concerns And Will Construct
5. 146+68	Nothing Shown	Right-in/Right-out County Concerns And Will Not Construct
6. 150+07 **(149+95)	Median Crossover	Median Crossover County Concerns and Seminole Properties Will Construct
7. 153+60	Driveway-East Side at 153+00	Right-in/Right-out Leave east side as is at Station 153+00. Allow Right-in/Right-out on west side at Station 153+00 153+00 And Will Not Construct
8. 155+45 **(155+46)	Median Crossover	*Median Crossover County Concerns And Will Construct
9. 160+00 **(159+94)	Nothing Shown	Median Crossover County Does Not Concern Right-in/Right-out is acceptable And Will Construct Left-in only at this point and will construct west side apron
10. 165+36 **(165+34)	Median Crossover at 165+00	*Median Crossover County Concerns And Will Construct at Station 165+34
11. 168+30	Right-in/Right-out at 168+00	Right-in/Right-out County Does Not Concern Leave at Station 168+00 And Will Not Construct
12. 169+60	Nothing Shown	Right-in/Right-out County Does Not Concern at this time but can consider at Site Plan Review Stage

*County will construct and pave an eight foot turnout (apron) where a future driveway would be perpendicular to the median crossover. The turnouts (aprons) will be on each side of the road where Seminole Farms Trust IV owns property and specifically located at the following construction stations: 137+08, 143+50, 155+45 and 165+34.

** As-Built Survey Location.

The centerline point on Rinehart Road Extension referred to in the September 4, 1990, Infrastructure Agreement between Seminole County and Easteer and used as the beginning point for location of certain improvements adjacent to Parcel "A", lies on the actual baseline survey. However, all improvements were stationed (located) from the centerline of construction for construction costivity. The equivalent centerline construction station value to be used for location of the improvements throughout parcel "A" with no need of further equation adjustment being required is approximately 136+91.1.

0292
1004
SEMINOLE CO. FL.
OFFICIAL RECORDS
PAGE

EXHIBIT "F" 2/2

RINEHART ROAD
PARCEL "B" ACCESS

OFFICIAL RECORDS
PAGE
2595 1085
SEMINOLE CO. FL.

<u>Construction Station</u> <u>As-Built</u>	<u>Prior Agreement</u>	<u>Requested by Kastner</u>
1. 57+53	57+53	Right-in/Right-out east side County Concurs But Will Not Construct
2. 60+91	60+91	*Full Median Crossover County Concurs And Will Construct
3. 64+98	64+98	Right-in/Right-out east side County concurs But Will Not Construct
4. 68+85	68+88	*Full Median Crossover County Concurs And Will Construct
5. 72+18	72+18	Right-in/Right-out east and west side County Concurs But Will Not Construct
6. 76+85	76+83	Median Crossover County Concurs And Will Construct

The centerline point on Rinehart Road Extension referred to in the September 4, 1990, Infrastructure Agreement between Seminole County and Kastner and used as the beginning point for location of certain improvements adjacent to Parcel "B" has the equivalent centerline construction and baseline survey stationing value of approximately 50+33.

EXHIBIT "G"

UTILITY SLEEVES/AS-BUILT SURVEY

Centerline of Construction	Sleeve Size (Quantity)
53 + 30	4" (1)
59 + 90	4" (1)
60 + 30	18" (3)
66 + 50	4" (1)
69 + 60	18" (3)
73 + 10	4" (1)
76 + 00	18" (3)
79 + 70	4" (1)
80 + 40	18" (3)
86 + 30	4" (1)
87 + 00	18" (1) (Dccp)
92 + 90	4" (1)
96 + 85	18" (3)
99 + 50	4" (1)
106 + 10	4" (1)
112 + 70	4" (1)
115 + 30	18" (3)
119 + 25	4" (1)
125 + 00	4" (1)
128 + 55	18" (3)
132 + 25	4" (1)
135 + 60	18" (3)
140 + 35	4" (1)
141 + 30	18" (3)
144 + 30	18" (3)
146 + 70	4" (1)
150 + 75	18" (3)
153 + 30	4" (1)
154 + 60	18" (3)
159 + 80	4" (1)
165 + 00	18" (3)
166 + 80	4" (1)

1999 1086
 OFFICIAL RECORDS
 PAGE
 SEMINOLE CO. FL.

OFFICIAL RECORDS
DATE
1007

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

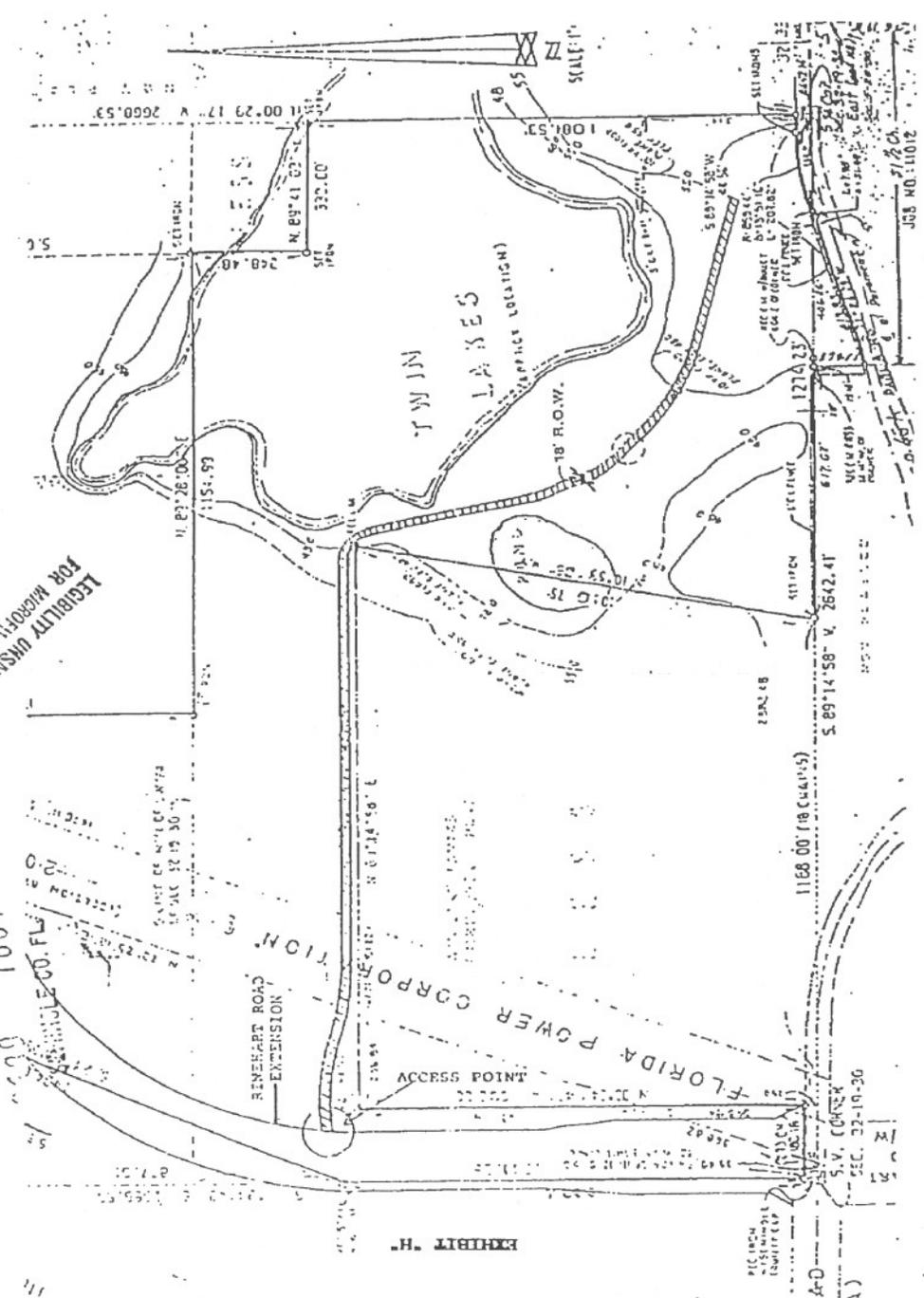


EXHIBIT "H"

SEMINOLE FARMS TRUST IV PROPERTIES
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Seminole)

0229
SEMINOLE COUNTY
OFFICIAL RECORDS
PAGE
1088

Before me, the undersigned authority, personally appeared EOGHAN N. KELLEY, this 30th day of November, 1993, who, first being duly sworn, deposes and says:

1. That SEMINOLE FARMS TRUST IV, with a mailing address of Post Office Box 1328, Sanford, Florida 32772-1328 is the record owner of that certain parcel of property situated in Seminole County, Florida, more specifically described in Exhibit "A" hereto (the "Property"). The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the Property:

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Eoghan N. Kelley	601 W. Seminole Boulevard Sanford, Florida 32771	100%

2. This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

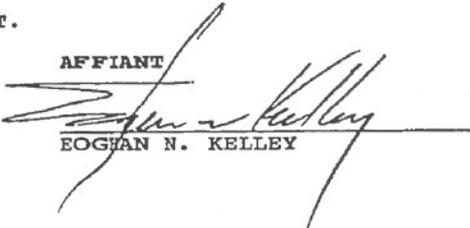
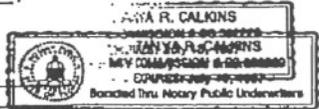

EOGHAN N. KELLEY

Exhibit "I"-1

SUBSCRIBED AND SWORN TO BEFORE ME
this 30th day of November,
1993.

Tanya R Calkins
Name: Tanya R Calkins
Notary Public, State of Florida
Personally Known
Produced Identification KYCC 714 32 372 C
Type of Identification FDL



OFFICIAL RECORDS
PAGE 1089
2689
SEMINOLE CO. FL.

Exhibit "I"-2