

02

21



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Bob Adolphe, Director of Environmental Services *[Signature]*
 Bob Briggs, Finance Manager, Environmental Services *[Signature]*

DATE: January 12, 2005

SUBJECT: Purchase Agreement Authorization
 Owner: Chapman Lakes Homeowners Association, Inc.
 Parcel I.D. Nos.: 28-21-31-507-0D00-0000 and
 28-21-31-507-0E00-0000
 Consumers/Lake Hayes Water Transmission Main improvement project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel I.D. Nos. 28-21-31-507-0D00-0000 and 28-21-31-507-0E00-0000. The parcels are required for the Consumers/Lake Hayes Water Transmission Main improvement project. The purchase price is \$17,000.00, inclusive of all fees and costs incurred.

I THE PROPERTY

A. Location Data

The parent tract is located on both the east and west side of Wembley Place, within the Chapman Lakes subdivision, approximately 1,000 feet south of Chapman Road, in Oviedo, Florida.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

N/A

C. Description

The subject parent tract is a portion of the common areas of a residential subdivision consisting of two tracts, one on each side of Wembley Place, the main entry drive of the Chapman Lakes subdivision. The parent tract has an area of 1,089,389 square feet and is part of the common area for the single family residential subdivision designated for drainage use.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-118 on July 22, 2003, and the First Amended Resolution No. 2004-R-74 on April 13, 2004, authorizing the acquisition of the referenced property, and finding that the Consumers/Lake Hayes Water Transmission Main improvement project is necessary and serves a county and public purpose and is in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The proposed acquisition is a 14,289 square feet permanent utility and drainage easement. This easement acquisition from the subject parent tract is a 30' wide strip of land. The taking only involved a permanent utility easement that encumbers a relatively small portion of the property.

IV APPRAISED VALUE

The County's appraised value amount, as of December 22, 2003, was \$14,300.00. The County's appraisal was prepared by HDR, and was approved by the County's MAI designated staff appraiser.

V BINDING OFFER/NEGOTIATIONS

On September 28, 2004, the BCC authorized a binding written offer in the amount of \$15,300.00. Thereafter, County staff negotiated this contingent settlement agreement with the property owner and their attorney in the amount of \$17,000.00, inclusive of all fees or costs.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement is recommended based on cost avoidance. The proposed settlement is only \$1,700.00 more than the binding written offer made by the County to the property owner, and \$2,700.00 more than the appraised value amount. Since the appraisal is a year old, the cost of an update and increased value of the property appraised caused by the passage of time would exceed the difference between the offer made by the County and this proposed settlement amount.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$17,000.00, inclusive of all fees and costs.

LV/krc

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

PAUSERSILVOUISSETTLEMENT MEMOS\CONSUMERS LAKE HAYES\AGENDA ITEM CHAPMAN LAKES HOA.DOC

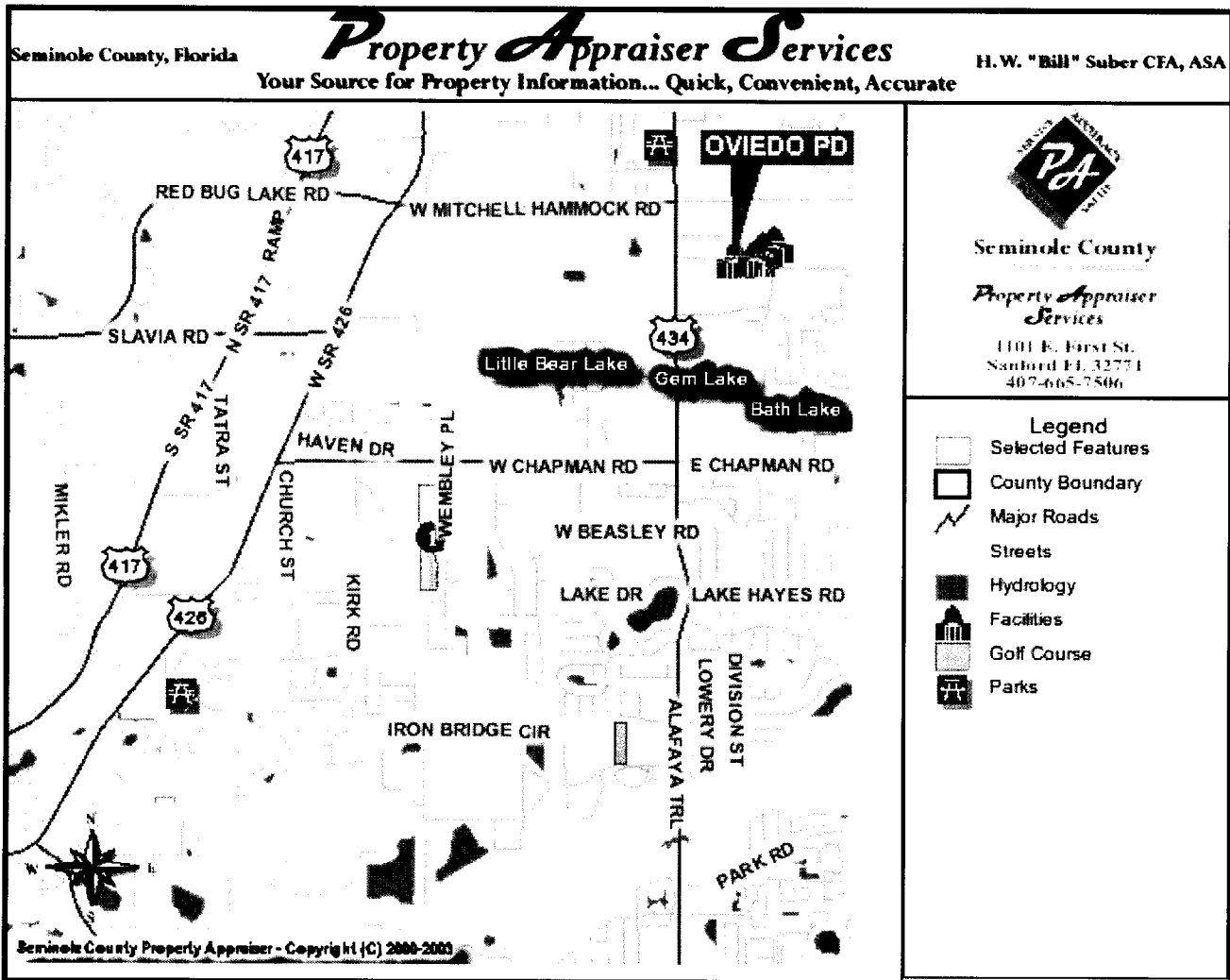
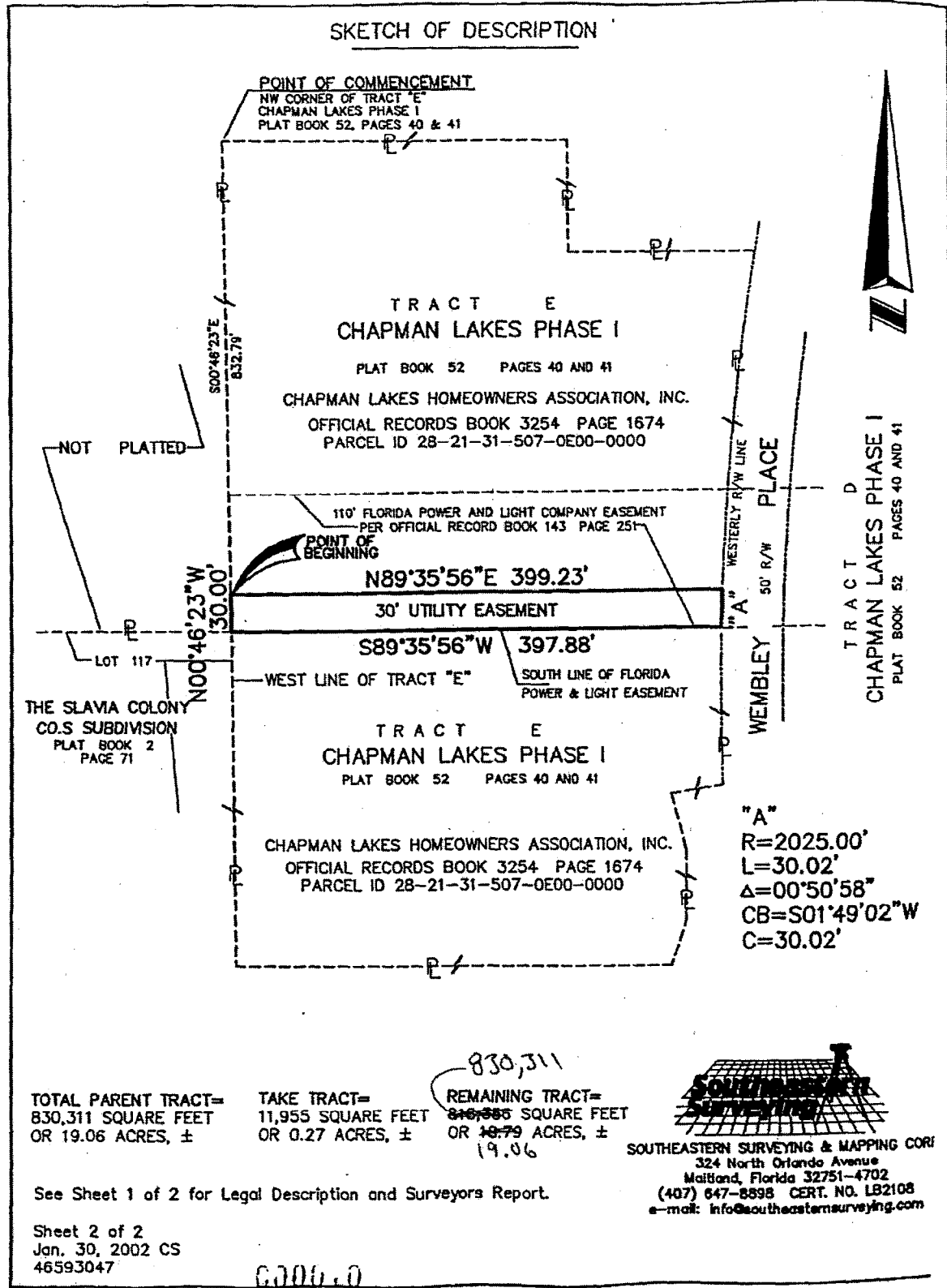


EXHIBIT A

SKETCH OF DESCRIPTION



TOTAL PARENT TRACT=
830,311 SQUARE FEET
OR 19.06 ACRES, ±

TAKE TRACT=
11,955 SQUARE FEET
OR 0.27 ACRES, ±

REMAINING TRACT=
~~818,356~~ 818,356 SQUARE FEET
OR ~~18.79~~ 18.79 ACRES, ±
19.06

See Sheet 1 of 2 for Legal Description and Surveyors Report.

Sheet 2 of 2
Jan. 30, 2002 CS
46593047

0.000.0



SOUTHEASTERN SURVEYING & MAPPING CORP
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407) 847-8898 CERT. NO. LB2108
e-mail: info@southeasternsurveying.com

**PURCHASE AGREEMENT
PERMANENT UTILITY AND DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC., whose address is 2180 W. SR 434, Suite 5000, Longwood, FL 32779, hereinafter referred to as "OWNER," 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, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a permanent utility and drainage easement project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy an easement affecting the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See, attached Exhibit(s) "A" and "B"

Parcel I. D. Number(s): 28-21-31-507-0D00-0000 and 28-21-31-507-0E00-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey an easement affecting the above described property of the above referenced project by Permanent Utility and Drainage Easement, free of liens and encumbrances, unto COUNTY for the sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. The instrument by which OWNER will grant the easement is attached hereto and incorporated herein by reference.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Permanent Utility and Drainage Easement and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY,

free and clear of all liens and encumbrances. The before mentioned closing costs shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker engaged or contacted by OWNER and further agrees to defend against and pay any valid claims made by such broker in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to surrender nonexclusive possession of the property upon the date of delivery of the instruments and closing of this Agreement.

(c) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(d) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a Permanent Utility and Drainage Easement, also include the covenant of further assurances.

(e) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(f) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(g) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(h) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have nonexclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Consumers/Lake Hayes Water Transmission Main Project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(i) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement. §375.251, *Florida Statutes*, shall apply to OWNER as a further limitation on any liability on the part of OWNER.

(j) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SEE PAGE FOUR (4) FOR SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

PROPERTY OWNER:

CHAPMAN LAKES HOMEOWNERS
ASSOCIATION, INC.

Maria R. Castillo
SIGNATURE

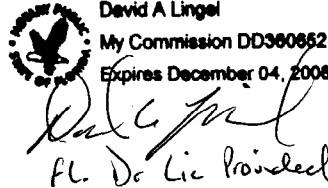
By: Hollie Hood
HOLLIE HOOD, President

MARIA R. CASTILLO
PRINT NAME

Date: 10 - Jan - 2005

Lisa M. Hawk
SIGNATURE

Lisa M. Hawk
PRINT NAME


David A Lingel
My Commission DD360652
Expires December 04, 2006
David A. Lingel
Fl. Do Lic Provided

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2005, regular meeting.

[Signature]
County Attorney

LV/kc
01/05/05


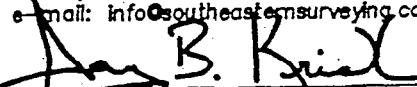
LEGAL DESCRIPTION
(30' UTILITY EASEMENT)

Part of Tract "E". CHAPMAN LAKES PHASE I as recorded in Plat Book 52, Pages 40 and 41 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commencing at the NW corner of said Tract "E"; thence S00°46'23"E along the West line of said Tract "E" 832.79 feet to the POINT OF BEGINNING; thence N89°35'56"E 399.23 feet to a point on the westerly right of way line of Wembley Place, a 50 foot right of way per aforesaid plat; and a point on a non-tangent curve concave easterly, having a radius of 2025.00 feet, a central angle of 00°52'16" and a chord of 30.02 feet that bears S01°49'02"W; thence southerly along the arc of said curve and the aforesaid westerly right of way line 30.02 feet to a point on the south line of a Florida Power and Light Company Easement recorded in Official Records Book 143, Page 251 of the Public Records of Seminole County, Florida; thence S89°35'56"W along the south line of said easement 397.88 feet to a point on aforesaid West line of said Tract "E"; thence N00°46'23"W along said West line 30.00 feet to the POINT OF BEGINNING.
CONTAINING 11,955 square feet or 0.27 acres, more or less.

SURVEYORS REPORT:

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.
3. See Sheet 2 of 2 for Sketch of Description.

Legal Description	Date: Jan. 30, 2002 CS	46593047 
FOR INWOOD CONSULTING ENGINEERS	Job No.: 48593047	Scale: 1" = 100'
EXHIBIT A	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245	

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT

NW CORNER OF TRACT "E"
CHAPMAN LAKES PHASE I
PLAT BOOK 52, PAGES 40 & 41

TRACT E
CHAPMAN LAKES PHASE I

PLAT BOOK 52 PAGES 40 AND 41

CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC.
OFFICIAL RECORDS BOOK 3254 PAGE 1674
PARCEL ID 28-21-31-507-0E00-0000

110' FLORIDA POWER AND LIGHT COMPANY EASEMENT
PER OFFICIAL RECORD BOOK 143 PAGE 251

POINT OF BEGINNING

N89°35'56"E 399.23'

30' UTILITY EASEMENT

S89°35'56"W 397.88'

WEST LINE OF TRACT "E"

SOUTH LINE OF FLORIDA
POWER & LIGHT EASEMENT

TRACT E
CHAPMAN LAKES PHASE I

PLAT BOOK 52 PAGES 40 AND 41

CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC.

OFFICIAL RECORDS BOOK 3254 PAGE 1674
PARCEL ID 28-21-31-507-0E00-0000

"A"
R=2025.00'
L=30.02'
Δ=00°50'58"
CB=S01°49'02"W
C=30.02'

WESTERLY R/W LINE
"A"
50' R/W PLACE
WEMBLEY

TRACT D
CHAPMAN LAKES PHASE I
PLAT BOOK 52 PAGES 40 AND 41

S00°46'23"E
832.79'

N00°46'23"W
30.00'

NOT PLATTED

LOT 117

THE SLAVIA COLONY
CO.S SUBDIVISION
PLAT BOOK 2
PAGE 71

TOTAL PARENT TRACT=
830,311 SQUARE FEET
OR 19.06 ACRES, ±

TAKE TRACT=
11,955 SQUARE FEET
OR 0.27 ACRES, ±

REMAINING TRACT=
818,356 SQUARE FEET
OR 18.79 ACRES, ±



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407) 647-8898 CERT. NO. LB2108
e-mail: info@southeasternsurveying.com

See Sheet 1 of 2 for Legal Description and Surveyors Report.

Sheet 2 of 2
Jan. 30, 2002 CS
46593047

000010


LEGAL DESCRIPTION
(30' UTILITY EASEMENT)

Part of Tract "D" CHAPMAN LAKES PHASE I as recorded in Plat Book 52, Pages 40 and 41 of the Public Records of Seminole County, Florida, being more particularly described as follows:

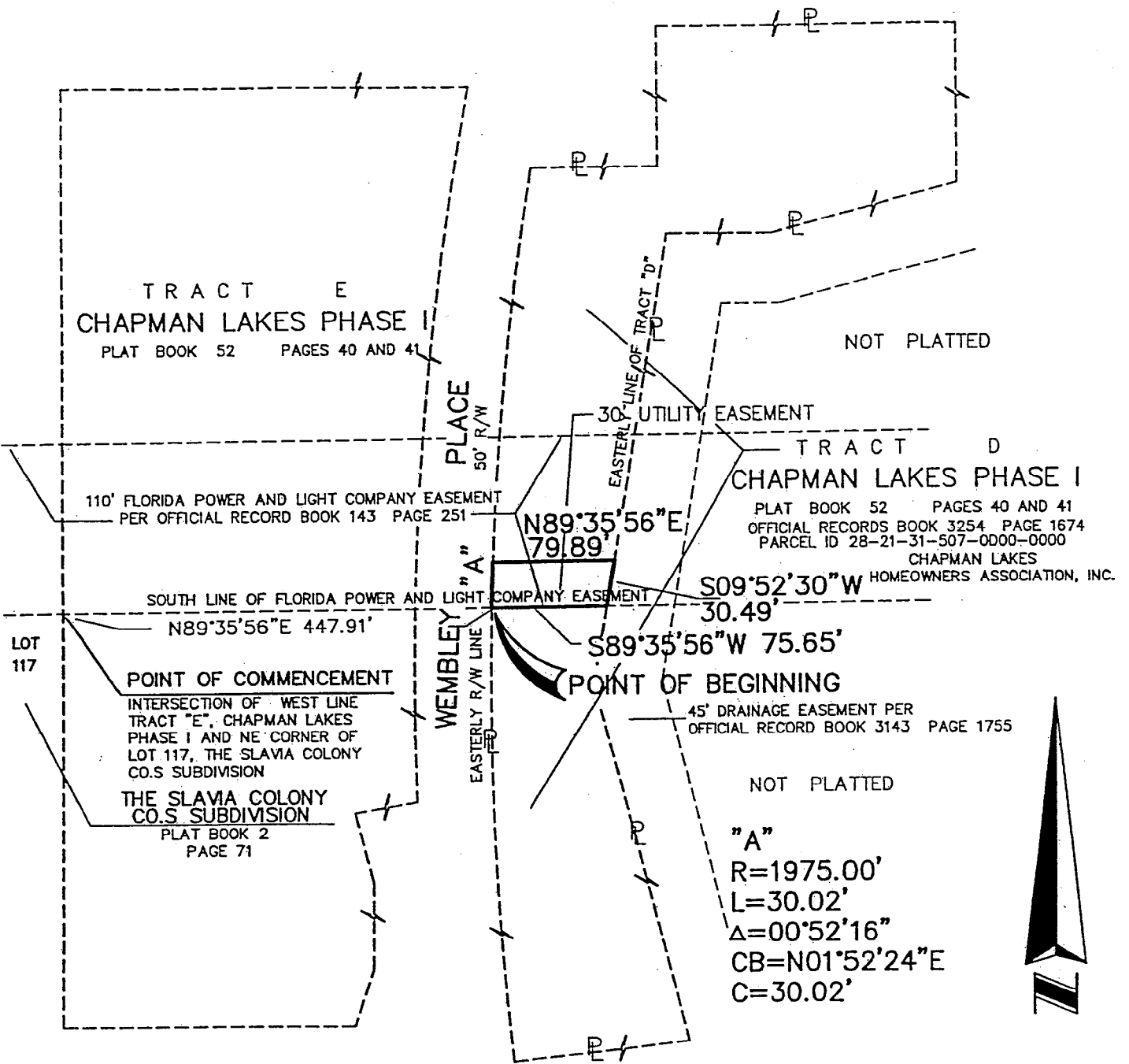
Commencing at the intersection of the West line of Tract "E" of said CHAPMAN LAKES PHASE I and the NE corner of Lot 117, THE SLAVIA COLONY CO.S SUBDIVISION as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida; thence N89°35'56"E along the south line of a 110 foot Florida Power and Light Company Easement recorded in Official Records Book 143, Page 251 of the Public Records of Seminole County, Florida 447.91 feet to a point on the Easterly right of way line of Wembley Place per aforesaid CHAPMAN LAKES PHASE I, being the POINT OF BEGINNING and being a point on a non-tangent curve concave easterly, having a radius of 1975.00 feet, a central angle of 00°52'16" and a chord of 30.02 feet that bears N01°52'24"E; thence run northerly along the arc of said curve and the aforesaid easterly right of way line 30.02 feet; thence leaving said right of way line 89°35'35"E, 79.89 feet to a point on the Easterly line of said Tract "D"; thence S09°52'30"W along said East line 30.49 feet to a point on the aforesaid South line of Florida Power and Light Company Easement; thence S89°35'56"W along said South line 75.65 feet to the POINT OF BEGINNING.
CONTAINING 2334 square feet or 0.05 acres, more or less.

SURVEYORS REPORT:

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.
3. See Sheet 2 of 2 for Sketch of Description.

Legal Description	Date: Jan. 30, 2002 CS	 <p style="text-align: right;">46593048</p> <p style="text-align: center;">SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p style="text-align: center;"><i>Gary B. Crick</i> GARY B. CRICK REGISTERED LAND SURVEYOR NO. 4245</p>
FOR INWOOD CONSULTING ENGINEERS	Job No.: 46593048 Scale: 1" = 100'	
EXHIBIT B	CH. 61G17-5, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	

SKETCH OF DESCRIPTION



NOT PLATTED
 "A"
 R=1975.00'
 L=30.02'
 Δ=00°52'16"
 CB=N01°52'24"E
 C=30.02'



TOTAL PARENT TRACT=
 256,078 SQUARE FEET
 OR 5.88 ACRES, ±
 TAKE TRACT=
 2334 SQUARE FEET
 OR 0.05 ACRES, ±
 REMAINING TRACT=
 253,744 SQUARE FEET
 OR 5.83 ACRES, ±

000010

Sheet 2 of 2
 Jan. 30, 2002 CS
 46593048

See Sheet 1 of 2 for Legal Description and Surveyors Report.



SOUTHEASTERN SURVEYING & MAPPING CORP.
 324 North Orlando Avenue
 Maitland, Florida 32751-4702
 (407) 647-8898 CERT. NO. LB2108
 e-mail: info@southeasternsurveying.com

This document prepared by:
Lynn Vouis, Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC. /
SEMINOLE COUNTY

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT is made and entered into this ____ day of _____, 20__, by and between CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC., whose address is 2180 W. SR 434, Suite 5000, Longwood, FL 32779, hereinafter referred to as the GRANTOR, 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, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a Permanent Utility and Drainage Easement, hereinafter referred to as the EASEMENT, which shall mean a perpetual, nonexclusive easement over, across, upon and beneath the surface of the property, with rights of ingress and egress, including the right to enter upon the affected property; to clear the property of vegetation; to construct, operate, maintain, repair, replace, and upgrade underground water transmission pipeline facilities, (i.e., reclaimed water, potable water, sanitary sewer, stormwater), related electrical and telemetry facilities, and other appurtenant facilities, (collectively, the **"Pipeline Facilities"**); over, under, upon, and through the following described lands situate in the County of Seminole, State of Florida, to wit:

See the attached Exhibit(s) "A" and "B", which are incorporated into and Made part of this Agreement

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the EASEMENT; to prohibit the construction, operation, or maintenance of any "Inconsistent Uses" (as defined below) on that portion of the property encumbered by the EASEMENT; and to grant access to such persons, or entities, as GRANTEE deems necessary for the construction, operation, maintenance, repair, replacement or upgrading of the Pipeline Facilities. Upon completion of construction of the Pipeline Facilities, the GRANTOR may utilize the property within the EASEMENT for any "Consistent Uses" (as defined below).

(a.) **CONSISTENT USES:**

“Consistent Uses” of the GRANTOR include:

- (i) Pasturing and grazing.
- (ii) Placement of fences; provided, however, if the GRANTOR places any fence within the boundaries of the EASEMENT, said GRANTOR shall provide adequate gates to allow ingress and egress by GRANTEE. The GRANTOR shall consult with and receive written approval from GRANTEE prior to constructing any fence and/or gates over the Pipeline Facilities.
- (iii) Placement of utility facilities (limited to power lines, telephone lines, cable T.V. lines, water lines, sewer lines, or stormwater lines) which intersect the EASEMENT or the granting of easements for such utility facilities, provided the integrity and operation of the Pipeline Facilities and the exercise of GRANTEE rights under the EASEMENT are not adversely affected. Such utility facilities must be designed, permitted, constructed, operated, and maintained in accordance with applicable federal, state, and local laws, regulations, and safety codes, and at least ninety (90) days prior to any such proposed use of the property, the GRANTOR shall provide notice of the proposed use and construction plans, if any exist, to GRANTEE.
- (iv) Placement of paved areas, unpaved areas, driveways, and roads for ingress and egress, which intersect the EASEMENT, provided the integrity and operation of the Pipeline Facilities and the exercise of GRANTEE rights under the EASEMENT are not adversely affected. If the GRANTOR constructs a curb or any other similar structure across the EASEMENT, the GRANTOR shall place a curb cut within the EASEMENT so that GRANTEE has access for the full length of the EASEMENT. The GRANTOR shall consult with and receive written approval from GRANTEE prior to constructing any paved parking areas over the Pipeline Facilities.
- (v) Paved parking areas over the Pipeline Facilities provided the integrity and operation of the Pipeline Facilities and the exercise of GRANTEE rights under the EASEMENT are not adversely affected. The GRANTOR shall consult with and receive written approval from GRANTEE prior to constructing any paved parking areas over the Pipeline Facilities.

(b.) **INCONSISTENT USES:**

Notwithstanding anything to the contrary herein, unless expressly waived by written instrument executed by GRANTEE, “Inconsistent Uses” of the GRANTOR shall include:

- (i) Constructing, placing or maintaining buildings, fixtures or other permanent structures, (including but not limited to pits, wells, and tanks).
- (ii) Stockpiling materials or any earth loading.

(iii) Placement of paved areas or roads directly above the Pipeline Facilities, except as expressly permitted in subsection (a) above.

(iv) Stormwater ponds or borrow pits.

(v) Irrigation systems placed deeper than eighteen (18) inches below ground.

(vi) Any uses, activities, or improvements which are not "Consistent Uses" as defined above.

(c.) In addition to the foregoing, the following provisions shall be applicable to the EASEMENT.

(i) The GRANTOR shall have the right to cross over the EASEMENT area.

(ii) The EASEMENT areas shall not be used in any manner that will prevent or unreasonably restrict GRANTEE ingress and egress.

(iii) GRANTEE may install temporary fencing or barricades in the EASEMENT areas when deemed necessary or convenient to GRANTEE for construction, operation, upgrade, replacement, repair, or maintenance activities.

(iv) Following completion of construction, upgrade, replacement, repair, or maintenance activities, GRANTEE shall remove any stockpiled materials associated with said activities.

(v) EASEMENT areas disturbed by GRANTEE for construction of the Pipeline Facilities shall be sodded as a part of the final phase of said construction.

(vi) Following completion of any construction, upgrade, replacement, repair, or maintenance activities, GRANTEE shall repair or replace, any improvements within the EASEMENT disturbed or damaged by such activities; provided, GRANTEE shall only be required to repair or replace improvements within the EASEMENT which constitute "Consistent Uses", as defined herein.

(vii) GRANTEE shall repair or replace any planted landscaping within the EASEMENT disturbed by any upgrade, replacement, repair, or maintenance activities occurring after final completion of construction of the Pipeline Facilities, but only to the extent that plants of similar species and size are readily available in the local market at reasonable cost.

GRANTOR does hereby covenant with the GRANTEE, that GRANTOR is lawfully seized and possessed of the real estate above described, that GRANTOR has a good and lawful right to convey this easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR's hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

(SIGNATURE)

Chapman Lakes Homeowners
Association, Inc.

PRINT NAME

By: _____
Print Name:

(SIGNATURE)

As Its: _____

PRINT NAME

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this __ day of _____, 2005, by _____, who is personally known to me or who has produced _____, as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County

And State Aforementioned

My commission expires: _____


LEGAL DESCRIPTION
(30' UTILITY EASEMENT)

Part of Tract "E", CHAPMAN LAKES PHASE I as recorded in Plat Book 52, Pages 40 and 41 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commencing at the NW corner of said Tract "E"; thence S00°46'23"E along the West line of said Tract "E" 832.79 feet to the POINT OF BEGINNING; thence N89°35'56"E 399.23 feet to a point on the westerly right of way line of Wembley Place, a 50 foot right of way per aforesaid plat; and a point on a non-tangent curve concave easterly, having a radius of 2025.00 feet, a central angle of 00°52'16" and a chord of 30.02 feet that bears S01°49'02"W; thence southerly along the arc of said curve and the aforesaid westerly right of way line 30.02 feet to a point on the south line of a Florida Power and Light Company Easement recorded in Official Records Book 143, Page 251 of the Public Records of Seminole County, Florida; thence S89°35'56"W along the south line of said easement 397.88 feet to a point on aforesaid West line of said Tract "E"; thence N00°46'23"W along said West line 30.00 feet to the POINT OF BEGINNING.
CONTAINING 11,955 square feet or 0.27 acres, more or less.

SURVEYORS REPORT:

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.
3. See Sheet 2 of 2 for Sketch of Description.

Legal Description	Date: Jan. 30, 2002 CS	<div style="text-align: right;">46593047</div>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p style="text-align: center;"><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>	
FOR INWOOD CONSULTING ENGINEERS	Job No.: 46593047		Scale: 1" = 100'
EXHIBIT A	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT

NW CORNER OF TRACT "E"
CHAPMAN LAKES PHASE I
PLAT BOOK 52, PAGES 40 & 41

TRACT E
CHAPMAN LAKES PHASE I

PLAT BOOK 52 PAGES 40 AND 41

CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC.

OFFICIAL RECORDS BOOK 3254 PAGE 1674

PARCEL ID 28-21-31-507-0E00-0000

NOT PLATTED

S00°46'23"E
832.79'

110' FLORIDA POWER AND LIGHT COMPANY EASEMENT
PER OFFICIAL RECORD BOOK 143 PAGE 251

POINT OF BEGINNING

N89°35'56"E 399.23'

30' UTILITY EASEMENT

S89°35'56"W 397.88'

WEST LINE OF TRACT "E"

SOUTH LINE OF FLORIDA
POWER & LIGHT EASEMENT

TRACT E
CHAPMAN LAKES PHASE I

PLAT BOOK 52 PAGES 40 AND 41

CHAPMAN LAKES HOMEOWNERS ASSOCIATION, INC.

OFFICIAL RECORDS BOOK 3254 PAGE 1674

PARCEL ID 28-21-31-507-0E00-0000

LOT 117
THE SLAVIA COLONY
CO.S SUBDIVISION
PLAT BOOK 2
PAGE 71

N00°46'23"W
30.00'

WESTERLY R/W LINE
50' R/W
WEMBLEY PLACE

TRACT D
CHAPMAN LAKES PHASE I
PLAT BOOK 52 PAGES 40 AND 41

"A"
R=2025.00'
L=30.02'
Δ=00°50'58"
CB=S01°49'02"W
C=30.02'

TOTAL PARENT TRACT=
830,311 SQUARE FEET
OR 19.06 ACRES, ±

TAKE TRACT=
11,955 SQUARE FEET
OR 0.27 ACRES, ±

REMAINING TRACT=
818,356 SQUARE FEET
OR 18.79 ACRES, ±



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407) 647-8898 CERT. NO. LB2108
e-mail: info@southeasternsurveying.com

See Sheet 1 of 2 for Legal Description and Surveyors Report.

Sheet 2 of 2
Jan. 30, 2002 CS
46593047

000010


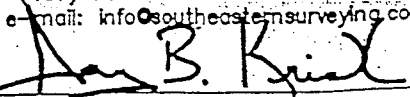
LEGAL DESCRIPTION
(30' UTILITY EASEMENT)

Part of Tract "D" CHAPMAN LAKES PHASE I as recorded in Plat Book 52, Pages 40 and 41 of the Public Records of Seminole County, Florida, being more particularly described as follows:

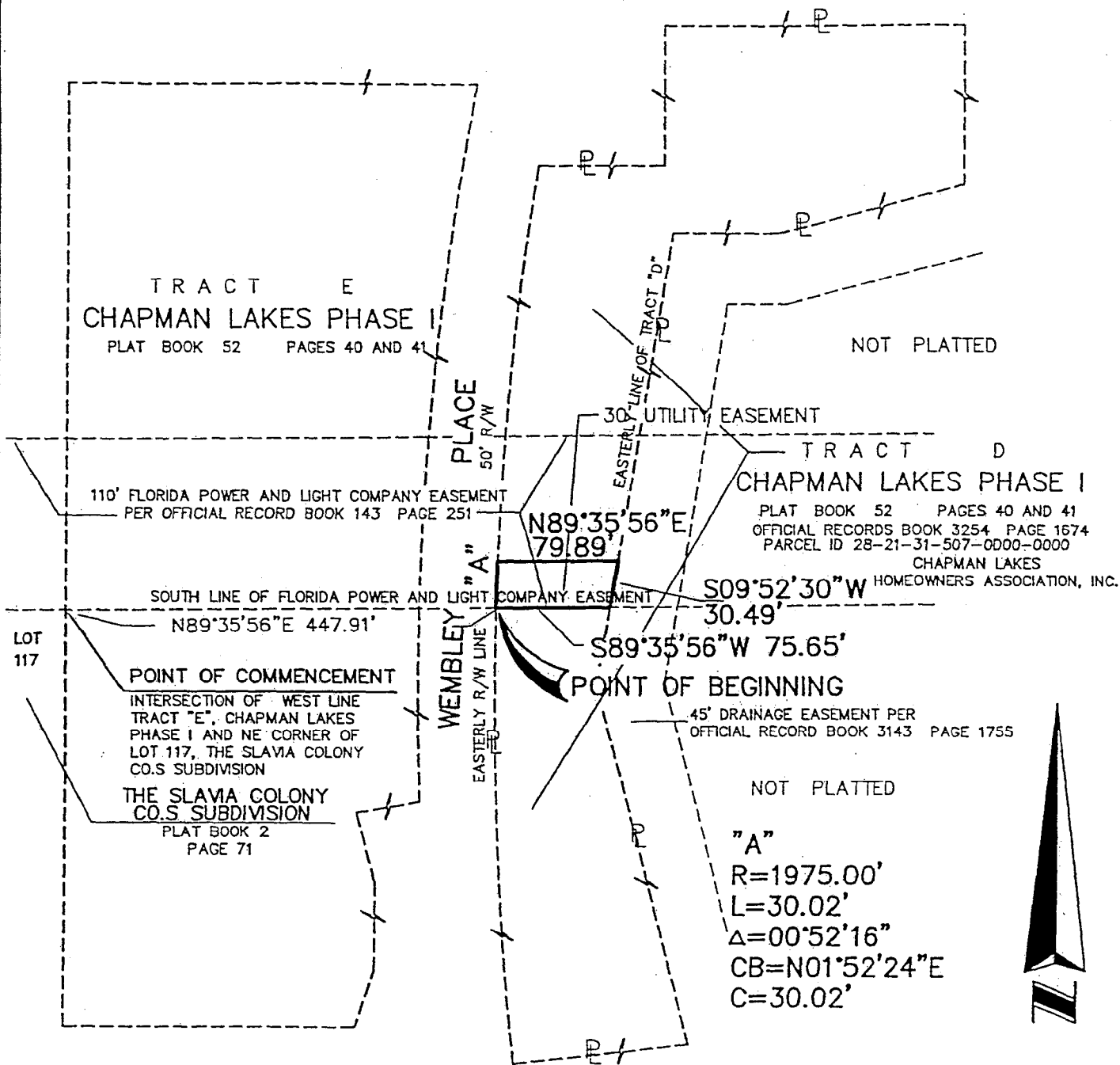
Commencing at the intersection of the West line of Tract "E" of said CHAPMAN LAKES PHASE I and the NE corner of Lot 117, THE SLAVIA COLONY CO.S SUBDIVISION as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida; thence N89°35'56"E along the south line of a 110 foot Florida Power and Light Company Easement recorded in Official Records Book 143, Page 251 of the Public Records of Seminole County, Florida 447.91 feet to a point on the Easterly right of way line of Wembley Place per aforesaid CHAPMAN LAKES PHASE I, being the POINT OF BEGINNING and being a point on a non-tangent curve concave easterly, having a radius of 1975.00 feet, a central angle of 00°52'16" and a chord of 30.02 feet that bears N01°52'24"E; thence run northerly along the arc of said curve and the aforesaid easterly right of way line 30.02 feet; thence leaving said right of way line 89°35'35"E, 79.89 feet to a point on the Easterly line of said Tract "D"; thence S09°52'30"W along said East line 30.49 feet to a point on the aforesaid South line of Florida Power and Light Company Easement; thence S89°35'56"W along said South line 75.65 feet to the POINT OF BEGINNING.
CONTAINING 2334 square feet or 0.05 acres, more or less.

SURVEYORS REPORT:

1. The bearings shown hereon are based on the Florida State Plane Coordinate System NAD83/90.
2. There are no gaps or overlaps between adjoining properties according to their recorded descriptions as shown hereon.
3. See Sheet 2 of 2 for Sketch of Description.

Legal Description	Date: Jan. 30, 2002 CS	46593048 
FOR INWOOD CONSULTING ENGINEERS	Job No.: 46593048	Scale: 1" = 100'
EXHIBIT B	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com  GARY B. KRICK	

SKETCH OF DESCRIPTION



TOTAL PARENT TRACT=
256,078 SQUARE FEET
OR 5.88 ACRES, ±

TAKE TRACT=
2334 SQUARE FEET
OR 0.05 ACRES, ±

REMAINING TRACT=
253,744 SQUARE FEET
OR 5.83 ACRES, ±

000010

Sheet 2 of 2
Jan. 30, 2002 CS
46593048

See Sheet 1 of 2 for Legal Description and Surveyors Report.



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