



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

FROM: Robert A. McMillan, County Attorney

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, P.E., Principal Engineer/Engineering Division *DJH 2/3/06*

DATE: February 2, 2006

SUBJECT: Interlocal Agreement/Utility Subordinations (Permanent and Temporary)
Owner: City of Altamonte Springs
Parcel Nos. 119 and 716
Eden Park Avenue road improvement project
Parcel No. 704
Bunnell Road road improvement project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of an Interlocal Agreement, a Subordination of Utility Interests and a Temporary Subordination of Utility Interests relating to Parcel Nos. 119 and 716 of the Eden Park Avenue and Parcel No. 704 of the Bunnell Road improvement projects.

I THE PROPERTIES

The properties covered by these agreements consist of a city street and utility lines owned and operated by the City of Altamonte Springs. Please see location maps attached hereto as Exhibits A, B, and C.

The street is being transferred to the County in accordance with applicable law regarding transfers of streets between governmental entities. Please see Eden Park Avenue Interlocal Agreement Between Seminole County and The City of Altamonte Springs Relating to Transfer of Road Right-a-Way, attached hereto as Exhibit D. The utility lines are located in easements the City acquired and, while the lines will remain in place, it is necessary that the County acquire the right to move them if necessary. Please see Subordination of Utility Interests and Temporary Subordination of Utility Interests, attached hereto as Exhibits E and F.

The aforementioned instruments have been signed and tendered by The City of Altamonte Springs for recording and filing in land records.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2004-R-72 on April 13, 2004, and Second Amended Resolution No. 2005-R-70 on April 12, 2005, authorizing the acquisition of the referenced property for Bunnell Road, and finding that the improvements are necessary and serves a County and public purpose and is in the best interests of the citizens of Seminole County.

The BCC adopted Resolution No. 2004-R-73 on April 13, 2004 and First Amended and First Supplemental Resolution No. 2005-R-69 on April 12, 2005, authorizing the acquisition of the referenced properties, and finding that the construction of the Eden Park Avenue road improvement project is necessary and serves a county and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

Other than the City street being transferred to the County, there is no acquisition of property from the City. The permanent subordination of utility interests relates to private easements which will become part of the permanent road right-of-way. The temporary subordination relates to property subject to a temporary construction easement which will lapse upon completion of the road construction.

IV APPRAISED VALUE/ BINDING OFFER/NEGOTIATIONS

There is no appraisal of the street or the subordinations of utility interests as no compensation is being paid to the City. The City has agreed to transfer the road and subordinate its utility easements at no cost to the County, however, the County would bear the cost of moving the utility lines in the future unless the City or a third party initiated the relocation.

VI RECOMMENDATION

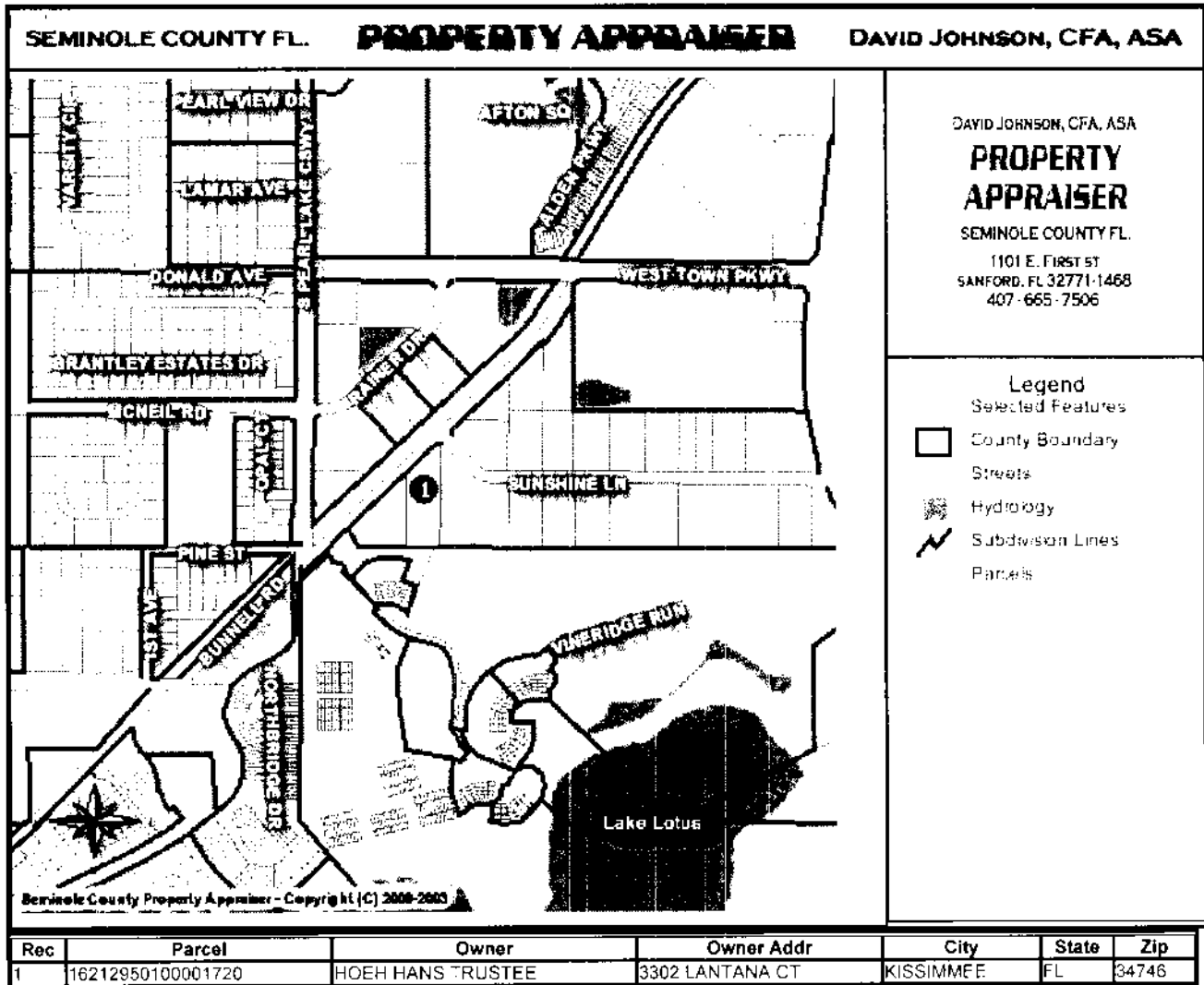
County staff recommends that the BCC approve the subject agreements and authorize recording of same in the public records of the County.

RAM/SPL

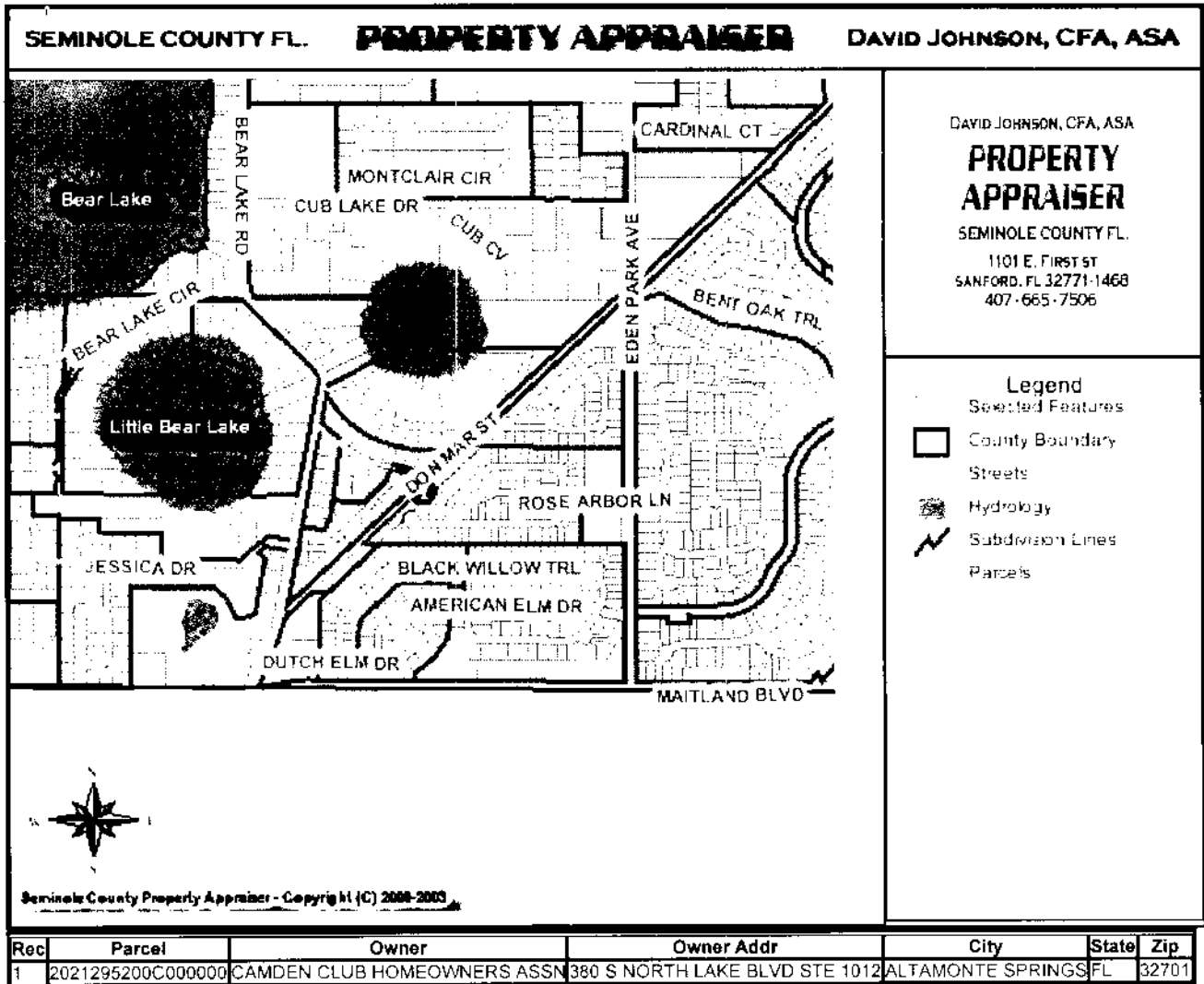
Attachments:

- Location Map Parcel No. 704 (Exhibit A);
- Location Map Parcel No. 716 (Exhibit B);
- Location Map Parcel No. 119 (Exhibit C);
- Interlocal Agreement (Exhibit D);
- Temporary Subordination of Utility Interests (Exhibit E); and
- Subordination of Utility Interests (Exhibit F)

P:\Users\slee\AGENDA ITEM Eden Park Bunnell Road Interlocal (Altamonte Springs).doc



**EXHIBIT A
 (PARCEL NO. 704)**



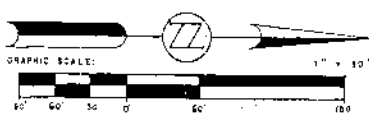
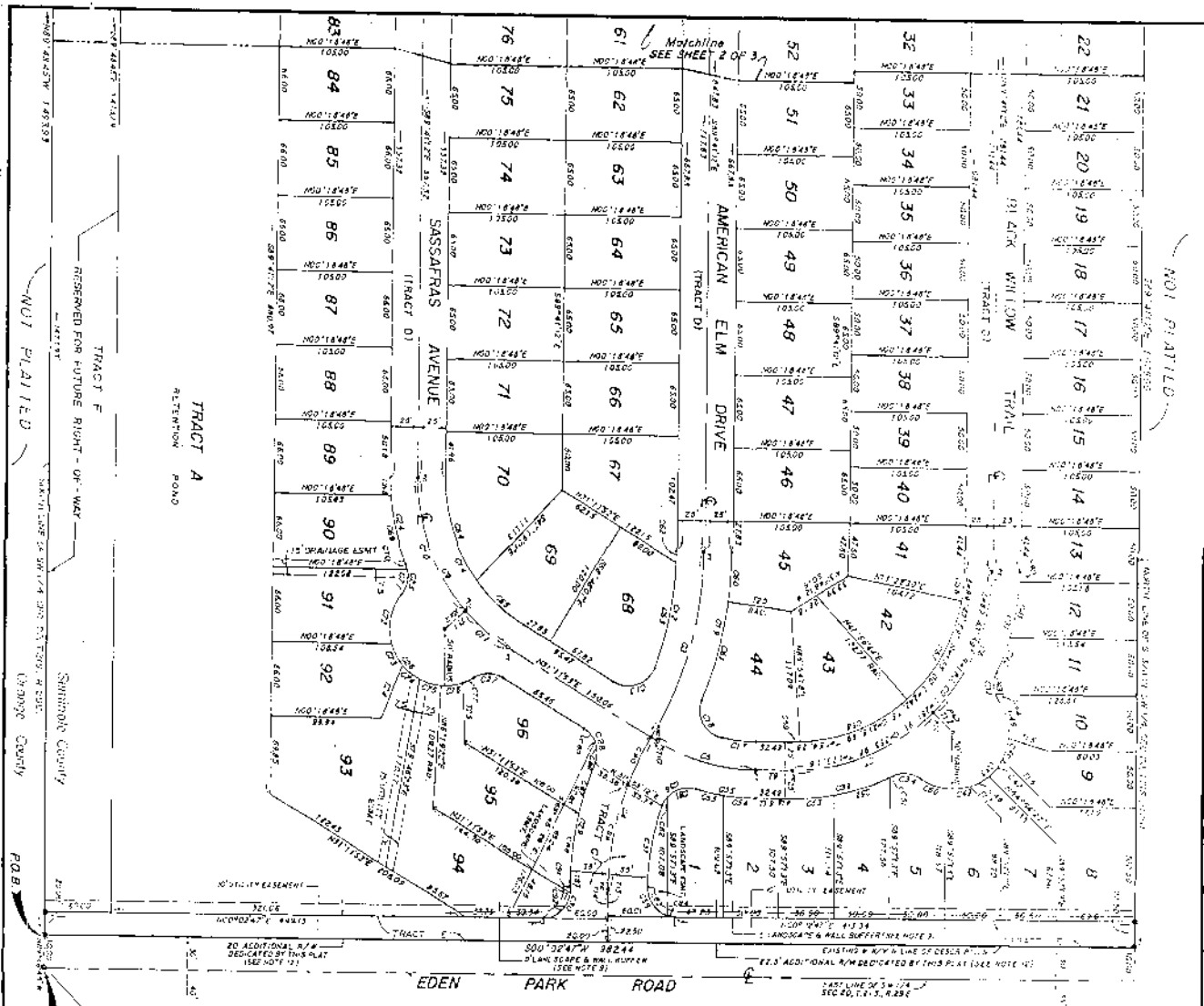
**EXHIBIT B
(PARCEL NO. 716)**

NOT PLATTED

PLAT BOOK 41 PAGE 68

FOREST EDGE UNIT I AT COUNTRY CREEK

ALTONHIRE SPAINISH SEMIHOLE COUNTY, GEORGIA SECTION 15, TOWNSHIP 21 SOUTH RANGE 28 EAST



SOUTHBRIDGE AT COUNTRY CREEK P.B. 32, PG. 34

THE TRAILS AT COUNTRY CREEK P.B. 29, PG. 3

NOTE: TRACT D IS ALL ROAD RIGHT-OF-WAYS SHEET 3 OF 3

EXHIBIT C (Parcel No. 119)

EDEN PARK AVENUE
**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF ALTAMONTE SPRINGS
RELATING TO TRANSFER OF ROAD RIGHT OF WAY**

THIS AGREEMENT, entered into this ____ day of _____, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereafter referred to as the "COUNTY") and the CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, (hereafter referred to as the "CITY").

W I T N E S S E T H:

WHEREAS, the parties have the common power to construct and maintain roads and road rights-of-way within their geographical jurisdictions; and

WHEREAS, certain right-of-way owned by the CITY is needed by the COUNTY in order to make improvements to Eden Park Avenue; and

WHEREAS, the COUNTY and the CITY are agreeable to transferring ownership, of the property hereafter specified; and

WHEREAS, this Agreement is authorized pursuant to the provisions of *Chapters 125, 126, 163, and 166, Florida Statutes*, and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

EXHIBIT D

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Transfer of Responsibility. Upon the date this Agreement is executed by both parties, the COUNTY shall have ownership of, plenary authority over and full responsibility for the property described in the legal description attached hereto as Exhibit A. Also to be executed by both parties is the Subordination of Utility Interests Agreement, attached hereto as Exhibit B. All of the CITY'S rights, responsibilities, liabilities, duties and obligations as to the referenced property shall be transferred to and assumed by the COUNTY and the subject property shall be deemed COUNTY right-of-way for all intents, purposes and effects.

Section 3. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdiction boundaries of each party hereto.

Section 4. Other Agreements. The parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 5. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the COUNTY, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY. Persons employed by the COUNTY in the

performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the CITY, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

Section 6. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 7. Notices.

(a) Whenever either party desires to give notice to the other party, notice may be sent to:

For the COUNTY:

Director of Public Works
520 West Lake Mary Boulevard
Reflections Plaza
Suite 200
Sanford, FL 32773

For the CITY:

Director of Public Works
225 Newburyport Avenue
Altamonte Springs, Florida 32701

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused

or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 11. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of *Chapter 119, Florida Statutes*, which have been made or received in conjunction with this Agreement.

Section 12. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by *Chapter 112, Florida Statutes*.

Section 13. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto.

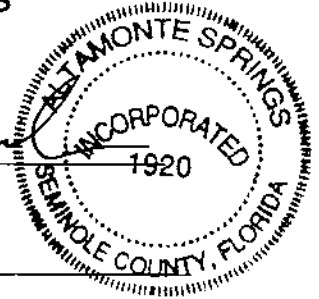
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

CITY OF ALTAMONTE SPRINGS

Patsy Wainright
PATSY WAINRIGHT, City Clerk

By: Russel E. Hauck
RUSS HAUCK, Mayor



Date: January 3, 2006

For the use and reliance of Altamonte Springs only. Approved as to form and legal sufficiency.

As authorized for execution by the Altamonte Springs City Commissioner at its January 3 2006, regular meeting.

James A. Fowler
JAMES A. FOWLER, City Attorney

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. Approved as to form and legal sufficiency.

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

County Attorney

LV:krc
08/04/05

- Attachments:
Exhibit A – Legal Description
Exhibit B – Subordination Of Utility Interests

Eden Park Avenue
Right of Way Parcel number 119
Fee Simple

Tract E, FOREST EDGE UNIT 1 AT COUNTRY CREEK according to the plat thereof as recorded in Plat Book 41, pages 66 through 68 of the Public Records of Seminole County, Florida
Containing 19632 square feet, (0.451 acres) more or less.

The sketch for this description is shown on sheets 3 and 4 of 10 of the Seminole County, Eden Park Avenue Right of Way Map, work project number PS-569-00/BJC
THIS SKETCH IS NOT A SURVEY.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the minimum technical standards as set forth in chapter 61g17-6 of the Florida Administrative code.

Daniel A. Groves 2-17-05
Daniel A. Groves signature date
Florida Professional Surveyor and Mapper no. 4625
METRIC ENGINEERING INC.
2269 Lee Road, Suite 101
Winter Park, Florida 32789

EXHIBIT A

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of _____, 2005, by and between THE CITY OF ALTAMONTE SPRINGS, FLORIDA, a municipal corporation chartered under Florida law, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY", 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 "COUNTY".

WITNESSETH:

WHEREAS, the CITY presently has an interest in a certain land that has been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Eden Park Avenue**; and

WHEREAS, the proposed use of this land for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Eden Park Avenue** will require subordination of the interest claimed in such land by the CITY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the CITY's facilities relocated, if necessary, to replace CITY'S easement with a new easement encumbering different land if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the CITY and the COUNTY agree as follows:

THE CITY subordinates any and all of its interest in the land described as follows:

(See legal description attached as Exhibit A)

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such land, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Private Easement	03/03/1989	Carlton Homes of Florida, Inc.	City of Altamonte Springs	Plat Book 41/ Page 66

EXHIBIT B

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the land described herein. Any new construction or relocation of facilities within the land will be subject to prior approval by the COUNTY's Engineer.

2. The CITY shall have a reasonable right to enter upon the land described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The CITY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the CITY to alter, adjust, or relocate its facilities located within said land in connection with this subordination, or at any time in the future, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to, the cost of acquiring appropriate replacement easements. Any relocation, alteration or removal of CITY's facilities not required by the COUNTY, shall be performed at CITY's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF ALTAMONTE SPRINGS

PATSY WAINRIGHT, City Clerk

By: _____
RUSS HAUK, Mayor

(CITY SEAL)

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this _____ day of _____, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, _____ personally _____ appeared and _____, as Mayor and City Clerk, respectively, of CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ 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.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

ATTEST:

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

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

By: _____, 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.

County Attorney

LV:krc
08/04/05

Attachment:
Exhibit A – Legal Description

Eden Park Avenue
Right of Way Parcel number 119
Fee Simple

Tract E, FOREST EDGE UNIT 1 AT COUNTRY CREEK according to the plat thereof as recorded in Plat Book 41, pages 66 through 68 of the Public Records of Seminole County, Florida
Containing 19632 square feet, (0.451 acres) more or less.

The sketch for this description is shown on sheets 3 and 4 of 10 of the Seminole County, Eden Park Avenue Right of Way Map, work project number PS-569-00/BJC
THIS SKETCH IS NOT A SURVEY.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the minimum technical standards as set forth in chapter 61g17-6 of the Florida Administrative code.

Daniel A. Groves 2-17-05
Daniel A. Groves signature date
Florida Professional Surveyor and Mapper no. 4625.
METRIC ENGINEERING INC.
2269 Lee Road, Suite 101
Winter Park, Florida 32789

EXHIBIT A

TEMPORARY SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this ____ day of _____, 2005, by and between THE CITY OF ALTAMONTE SPRINGS, FLORIDA, a municipal corporation chartered under Florida law, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY", 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 "COUNTY".

WITNESSETH:

WHEREAS, the CITY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Bunnell Road and Eden Park Avenue**; and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Bunnell Road and Eden Park Avenue** will require temporary subordination of the interest claimed in such lands by the CITY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the CITY's facilities relocated, if necessary, to replace CITY'S easement with new easements encumbering different lands if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the CITY and the COUNTY agree as follows:

THE CITY temporarily subordinates any and all of its interest in the lands upon which COUNTY has a temporary construction easement more particularly described as follows:

(See legal descriptions attached hereto as Exhibits A and B)

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

EXHIBIT E

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Easement	07/26/1978	The Leeward Corporation	City of Altamonte Springs	1186/1156
Easement	01/26/1999	Beazer Homes Corporation	City of Altamonte Springs, Florida	4505/1614
Easement	09/10/1981	Hans Hoeh and Martha Birgitta Johanna Hoeh, his wife	City of Altamonte Springs, Florida	1356/1952

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.
2. The CITY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.
3. The CITY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 2 above.
4. Should the COUNTY require the CITY to alter, adjust, or relocate its facilities located within said lands in connection with this temporary subordination, or at any time in the future, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to, the cost of acquiring appropriate replacement easements. Any relocation, alteration or removal of CITY's facilities not required by the COUNTY, shall be performed at CITY's sole cost and expense.
5. This Temporary Subordination of Utility Interests shall be in existence for a period of five (5) years from the date hereof, or until the completion of COUNTY's road improvement project, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

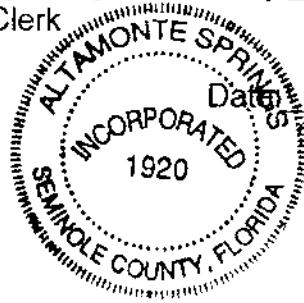
ATTEST:

Patsy Wainwright
PATSY WAINRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS

By: Russel E. Hauck
RUSSEL E. HAUCK, Mayor

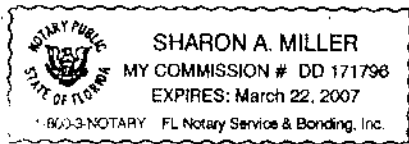
(CITY SEAL)



Date: January 3, 2006

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 3rd day of January, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Russel E. Hauck and Patsy Wainwright, as Mayor and City Clerk, respectively, of CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida who are personally known to me or who have produced _____ 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.



Sharon A. Miller
Print Name SHARON A. MILLER
Notary Public in and for the County
and State Aforementioned
My commission expires: 3/22/07

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.

County Attorney

LV:krc
09/30/05

- Attachments:
Exhibit A – Legal Description Parcel No. 704
Exhibit B – Legal Description Parcel No. 716

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Bunnell Road
R/W PARCEL NO.: 704

ID# 16-21-29-501-0000-1720

A part of the property described in Official Records Book 4078, Page 61 as recorded in Public Records of Seminole County, Florida, being that portion of Section 16, Township 21 South, Range 29 East.


described as follows:

COMMENCE at the Northwesterly corner of Lot 172, Forest City Orange Park according to the plat thereof as recorded in Plat Book 2, Page 60, Public Records of Seminole County, Florida; thence North $47^{\circ}14'01''$ East, a distance of 12.79 feet along the Southeasterly Right-of-Way line of Bunnell Road to the POINT OF BEGINNING; thence continue North $47^{\circ}14'01''$ East, a distance of 43.91 feet along said Right-of-Way line; thence South $42^{\circ}45'59''$ East, a distance of 16.00 feet; thence South $47^{\circ}14'01''$ West, a distance of 43.91 feet; thence North $42^{\circ}45'59''$ West, a distance of 16.00 feet to the POINT OF BEGINNING.

Containing 703 square feet, more or less.

The sketch for this description is shown on sheet 10 of 17 on the right-of-way maps for Bunnell Road.

I hereby certify that this description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards as set forth in Chapter 61G17-6 Florida Administrative Code.



James L. Petersen

Florida Registered Land Surveyor #4791

NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Date 9/18/2003

Southeastern Surveying & Mapping Corp.
6500 All American Boulevard
Orlando, Florida 32810
407-292-8580

EXHIBIT A

EXHIBIT A

ID # 20-21-29-514-0000-0000

Eden Park Avenue
Right of Way Parcel number 716
Temporary Construction Easement

That portion of:
the following described parcel as recorded in Official Records Book 3433, page 1754 of the Public Records of Seminole County, Florida,
Tract "D", Camden Club according to the plat thereof as recorded in Plat Book 54, pages 1 through 3 of the Public Records of Seminole County, Florida

Being more particularly described as follows:
Commence at the South $\frac{1}{4}$ corner of Section 20, Township 21 South, Range 29 East, Seminole County, Florida; thence run along the East line of S.W. $\frac{1}{4}$ of said Section 20, N $00^{\circ}02'55''$ E for a distance of 1,274.85 feet; thence run N $89^{\circ}38'21''$ W for a distance of 45.00 feet to the intersection of the South right of way line of Rose Arbor Lane also known as Tract "D", Camden Club according to the plat thereof as recorded in Plat Book 54, pages 1 through 3 of the Public Records of Seminole County, Florida with the West right of way of line of Eden Park Avenue and the Point of Beginning; thence run N $89^{\circ}38'21''$ W along said South right of way line for a distance of 6.50 feet; thence run N $08^{\circ}19'21''$ W for a distance of 3.06 feet; thence run N $85^{\circ}56'05''$ W for a distance of 18.62 feet; thence run N $00^{\circ}21'39''$ E for a distance of 62.00 feet; thence run N $44^{\circ}29'45''$ E for a distance of 35.96 feet to the intersection with the West right of way line of said Eden Park Avenue; thence run S $00^{\circ}02'55''$ W along said West right of way line for a distance of 54.64 feet to the centerline of said Rose Arbor Lane also known as Tract "D", Camden Club; thence run S $00^{\circ}02'55''$ W along said West right of way line of Eden Park Avenue a distance of 37.40 feet to the Point of Beginning.
Containing 1937 square feet, more or less.

The sketch for this description is shown on sheet 4 of 10 of the Seminole County, Eden Park Avenue Right of Way Map, work project number PS-569-00/BJC
THIS SKETCH IS NOT A SURVEY.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the minimum technical standards as set forth in chapter 61g17-6 of the Florida Administrative code.

Daniel A. Groves

Daniel A. Groves

7-14-03

signature date

Florida Professional Surveyor and Mapper no. 4625

METRIC ENGINEERING INC.

2269 Lee Road, Suite 101

Winter Park, Florida 32789

EXHIBIT B

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this ___ day of _____, 2005, by and between THE CITY OF ALTAMONTE SPRINGS, FLORIDA, a municipal corporation chartered under Florida law, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY", 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 "COUNTY".

WITNESSETH:

WHEREAS, the CITY presently has an interest in a certain land that has been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Eden Park Avenue**; and

WHEREAS, the proposed use of this land for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Eden Park Avenue** will require subordination of the interest claimed in such land by the CITY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the CITY's facilities relocated, if necessary, to replace CITY'S easement with a new easement encumbering different land if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the CITY and the COUNTY agree as follows:

THE CITY subordinates any and all of its interest in the land described as follows:

(See legal description attached as Exhibit A)

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such land, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Private Easement	03/03/1989	Carlton Homes of Florida, Inc.	City of Altamonte Springs	Plat Book 41/ Page 66

EXHIBIT F

PROVIDED that the CITY has the following rights:

1. The CITY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the land described herein. Any new construction or relocation of facilities within the land will be subject to prior approval by the COUNTY's Engineer.

2. The CITY shall have a reasonable right to enter upon the land described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The CITY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the CITY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the CITY to alter, adjust, or relocate its facilities located within said land in connection with this subordination, or at any time in the future, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to, the cost of acquiring appropriate replacement easements. Any relocation, alteration or removal of CITY's facilities not required by the COUNTY, shall be performed at CITY's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

Patsy Wainwright
PATSY WAINRIGHT, City Clerk
(CITY SEAL)



CITY OF ALTAMONTE SPRINGS
Russel E. Hauck
RUSSEL E. HAUCK, Mayor

Date: January 3, 2006

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 3rd day of January, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, _____ personally appeared and _____ and _____, as Mayor and City Clerk, respectively, of CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ 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.



Sharon A. Miller
Print Name SHARON A. MILLER
Notary Public in and for the County
and State Aforementioned
My commission expires: 3/22/07

ATTEST:

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

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

By: _____, 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.

County Attorney

LV:krc
08/04/05

Eden Park Avenue
Right of Way Parcel number 119
Fee Simple

Tract E, FOREST EDGE UNIT 1 AT COUNTRY CREEK according to the plat thereof as recorded in Plat Book 41, pages 66 through 68 of the Public Records of Seminole County, Florida
Containing 19632 square feet, (0.451 acres) more or less.

The sketch for this description is shown on sheets 3 and 4 of 10 of the Seminole County, Eden Park Avenue Right of Way Map, work project number PS-569-00/BJC
THIS SKETCH IS NOT A SURVEY.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the minimum technical standards as set forth in chapter 61g17-6 of the Florida Administrative code.

Daniel A. Groves 2-17-05

Daniel A. Groves signature date

Florida Professional Surveyor and Mapper no. 4625

METRIC ENGINEERING INC.

2269 Lee Road, Suite 101

Winter Park, Florida 32789

EXHIBIT A