

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement Relating to St. Johns Parkway Right-of-Way and County,
City, Dyson and Stenstrom Properties and
Supplemental Memorandum of Understanding Related to Airport
Boulevard and St. Johns Parkway Road Improvement Projects

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** ^{CFB} Chuck Barcus **EXT.** 5661
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date 04/27/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement, Memorandum of Understanding and County Deed in conjunction with the Airport Boulevard and St. Johns Parkway Road improvement projects.

District 5 – Commissioner McLain (Jerry McCollum, P.E.)

BACKGROUND:

The properties referenced in the Agreement are located west of Airport Boulevard and south of St. Johns Parkway in Sections 27 & 34 of Township 19 South, Range 30 East and are situated wholly within the jurisdictional boundary of the City of Sanford. (See Attachment 1 for general area location and Attachment 2 for specific area location.)

County staff has been involved for many months in negotiations with the City of Sanford and area property owners contiguous to St. Johns Parkway (a City Street) and realigned Airport Boulevard (a County Road) regarding many complex issues.

Reviewed by:
Co Atty: *CB*
DFS: _____
Other: _____
DCM: *MM*
CM: *KB*
File No. CPWE02

The above referenced agreement and Memorandum of Understanding represents the culmination of these efforts and will facilitate the construction of St. Johns Parkway and the realignment of Airport Boulevard.

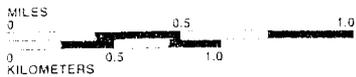
The essential points of the agreement involve the transfer of various property interests between the parties as depicted upon Attachment # 2 (See Legend).

A brief synopsis is as follows:

- A. The County shall convey to the City the County-owned abandoned railroad right-of-way.
- B. The City shall convey to the County Parcel #200 for Airport Boulevard, Phase III.
- C. Stenstrom shall convey to the County a Drainage Easement.
- D. Stenstrom releases Seminole County, FDOT, and the Expressway Authority from any and all matters relating to the construction of SR 417 contiguous to Lot 10 in Section 34, Township 19 South, Range 30 East.
- E. Dyson shall grant a 50-foot by 920-foot cross/joint access easement for the benefit of the City and Stenstrom over the western 50 feet of the Dyson property located just west of the Unicell Plant.
- F. Dyson shall convey a Drainage Easement to the City which will also grant rights of access to the City over the Dyson Property in order that the City may reasonably access the Drainage Easement area. The easement area may be reconfigured upon agreement of Dyson and the City within 30 days.
- G. The City shall convey to Dyson a part of the County-owned abandoned railroad right-of-way and also convey to Dyson fifty feet (50') of road frontage along St. Johns Parkway previously conveyed by Dyson to the City.
- H. The City shall convey to Stenstrom a part of the County-owned abandoned railroad right-of-way.
- I. The City shall vacate that un-named right-of-way contiguous to the Dyson and Stenstrom properties.

All parties, including the City, have executed the agreements and upon Board approval staff shall assure that all conditions are met.

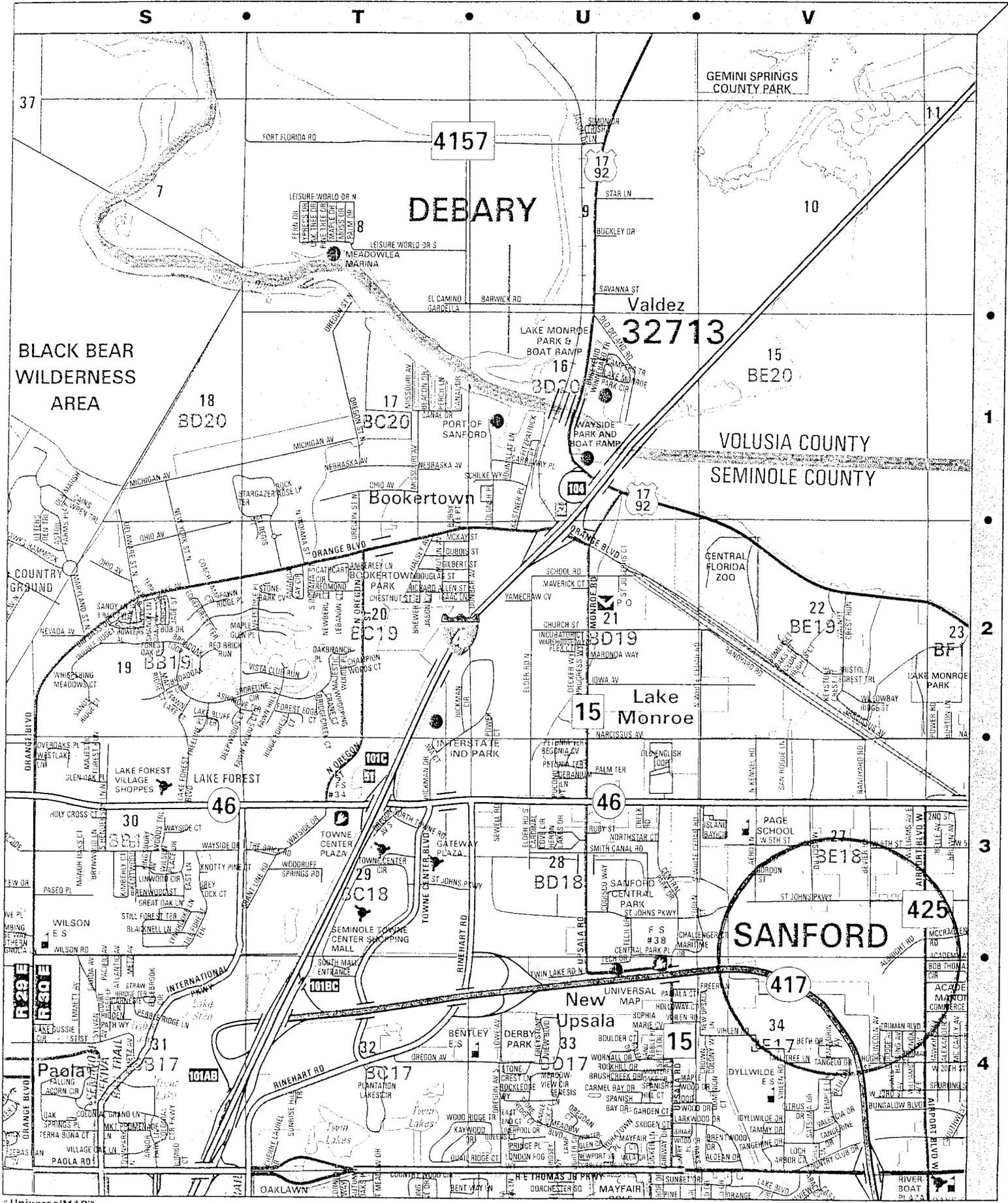
Attachments: Attachment 1
Attachment 2
Agreement
Memorandum of Understanding
County Deed



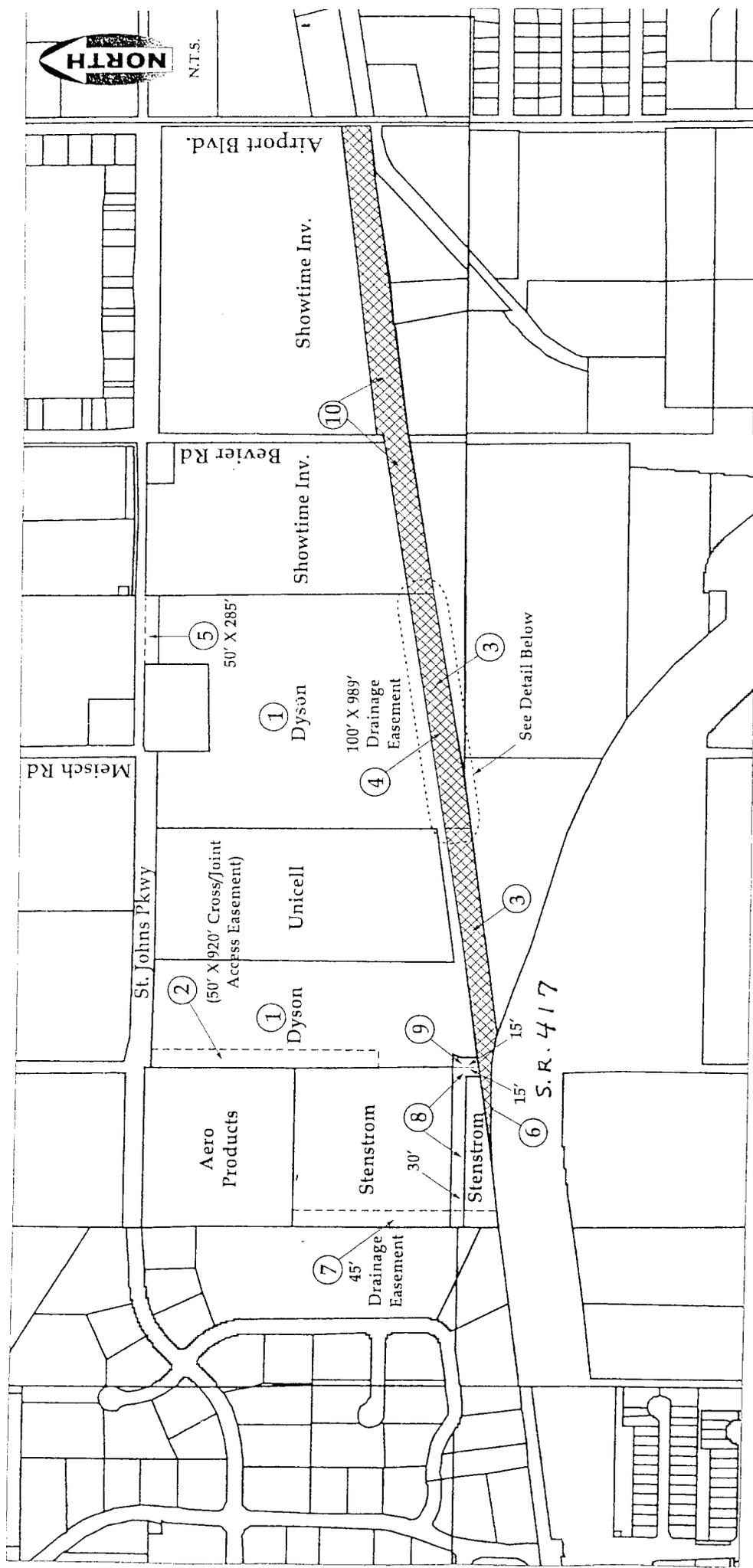
ATTACHMENT 1



	1	2	3
10	11	12	13



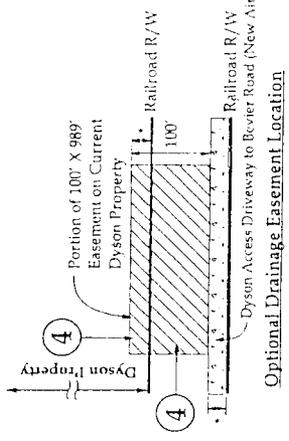
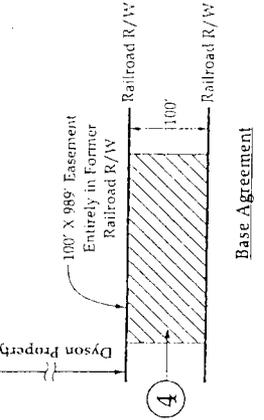
ATTACHMENT 2



LAST MODIFIED: 10/14/2011

Legend

-  County Property (Abandoned Railroad R/W) to City
- ① Current Dyson Property
- ② Proposed Cross/Joint Access Easement for Dyson and Stenstrom (from Dyson)
- ③ Proposed former Railroad R/W to Dyson (from City)
- ④ Proposed Drainage Easement to City (from Dyson)
- ⑤ Proposed St. Johns Parkway R/W to Dyson (from City)
- ⑥ Proposed former Railroad R/W to Stenstrom (from City)
- ⑦ Proposed Drainage Easement to County (from Stenstrom)
- ⑧ Proposed unnamed Road R/W vacate to Stenstrom
- ⑨ Proposed unnamed Road R/W vacate to Dyson
- ⑩ Portion of Abandoned Railroad R/W Proposed to be owned by City



Key Map

• Width of Easement in Dyson Property to Be same as Driveway Width Selected by Dyson

Prepared by and return to:

Lonnie N. Groot, Esquire
Stenstrom, McIntosh, Colbert,
Whigham Reischmann & Partlow, P.A.
200 West First Street, Suite 22
Sanford, Florida 32772-4848

AGREEMENT RELATING TO ST. JOHNS PARKWAY RIGHT-OF-WAY AND COUNTY, CITY, DYSON AND STENSTROM PROPERTIES

THIS AGREEMENT is made this _____ day of _____, 2003, by and between the CITY OF SANFORD, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City"), whose address is, 300 North Park Avenue, Sanford, Florida 32771; SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address is 1101 East First Street, Sanford, Florida 32771; JAMES H. DYSON, JR. and GREGORY W. DYSON, whose address is 1230 Kingston Avenue, Alexandria, Virginia, 22302 (hereinafter collectively referred to as "Dyson") and CAROLYN P. STENSTROM, Successor Trustee, of the Stenstrom Trust whose address is Post Office Box 665, Sanford, Florida 32772 (hereinafter referred to as "Stenstrom").

WITNESSETH:

WHEREAS, Dyson is the owner of certain real property located in Seminole County, Florida which real property is more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Dyson Property") which property is also depicted as

location 1 on the attached Key Map; and

WHEREAS, Stenstrom is the owner of certain real property located in Seminole County, Florida, which real property is more particularly described on Exhibit "B" attached hereto (hereinafter referred to as the "Stenstrom Property"); and

WHEREAS, the County is the owner of certain real property located in Seminole County, Florida, which real property is more particularly described on Exhibit "C" which property is also the subject of a County deed (see Exhibit "F" and hatched area on Key Map) as set forth herein, attached hereto (hereinafter referred to as the "County Property"); and

WHEREAS, the City is the municipal local government that manages the City Street System of the City of Sanford under the provisions of the *Florida Transportation Code* as defined in Section 334.01, *Florida Statutes*; and

2. **WHEREAS**, the City is the owner of the City Property more particularly described on Exhibit "D" which property was acquired in order to provide transportation benefits to the general public and those property owners who abut St. Johns Parkway; and

WHEREAS, the City, the County, Dyson and Stenstrom agree that adequate public facilities and services must be available at the time of development being constructed and occupied for use; and

WHEREAS, the parties agree that the construction of the St. Johns Parkway road improvement project by the City will be mutually advantageous to the City, Dyson and Stenstrom and serves and provides a benefit to the general traveling public; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and

agreements of the parties with respect to the foregoing, and other matters as set forth herein; and

WHEREAS, this Agreement is authorized by, permitted by, and consistent with the provisions of the City's Home Rule Charter; the City's Comprehensive Plan; the County's Home Rule Charter; the County's Comprehensive Plan; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*; Chapter 336, *Florida Statutes*; the State Comprehensive Plan (Chapter 187, *Florida Statutes*); Article VIII, Section 2(b), *Constitution of the State of Florida*, and other applicable law and serves and advances a vital public purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals.

(A) The above recitals are adopted as the findings of the City's City Commission and the County's Board of County Commissioners as well as Dyson and Stenstrom.

(B) The above recitals are true and correct, are incorporated into this Agreement by reference thereto, and form a material part of this Agreement upon which the parties have relied, including, but not limited to, the assertions that Dyson and Stenstrom own the properties referred to herein and are empowered to enter into this Agreement and make binding commitments.

Section 2. Purpose and Intent of Agreement.

(A) It is the intent and purpose of this Agreement for the parties to take

collaborative action that will result in the implementation of the St. Johns Parkway road improvement by the parties which depends, in part, on the County, Dyson and Stenstrom agreeing to provide certain property rights and interests to some or all of the other parties to this Agreement.

(B) It is the intent and purpose of this Agreement to agree, with finality, as to what rights and interests will be provided to another party or other parties to this Agreement in order to enable the implementation of the St. Johns Parkway road improvement project by the City for the benefit of the traveling public within Seminole County benefitting both the City's City Street System and the County's County Road System which thereby provide resulting benefits to Dyson and Stenstrom as a result of their contributions to the implementation of the project.

(C) It is not the intent of the parties to address all development issues relating to the Dyson and Stenstrom properties. To that end, development orders and permits will be applied for and acted upon in accordance with the applicable laws, rules and regulations of the jurisdiction having land use approval authority over such land use approvals. For example, all drainage issues will be appropriately addressed in the development approvals pertaining to the properties and the impacts of drainage water shall be addressed in accordance with State law and other applicable regulatory requirements.

(D) It is the intent of this Agreement to release the County from any obligation that it may have as to any other party to this Agreement once the County has conveyed the County Property as set forth herein and to, moreover, release the Florida Department of Transportation and the Seminole County Expressway authority from any and all

obligations to the parties to this Agreement with regard to the properties that are the subject of this Agreement.

Section 3. General Obligations/Commitments of the Parties

(A) Dyson hereby covenants and agrees to grant, free and clear of all liens and encumbrances, an insurable cross/joint access easement for the benefit of the City and Stenstrom over the fifty feet (50') eastward of and abutting the westernmost boundary of the Dyson Property (Exhibit "E"). The cross/joint access easement will enter the Dyson property from St. Johns Parkway and proceed southward across the Dyson Property, a distance of approximately nine hundred and twenty feet (920'), stopping adjacent to the northeast quadrant of the Stenstrom Property. (See location "2" in the attached Key Map). Construction of the access roadways over the cross/joint access easement property will occur upon development of property being served by the easement. When the access easement is proposed to be used by Stenstrom, the proposed access shall be subject to City approval as part of the development approval process and Dyson shall have the right to reasonably review Stenstrom's proposed access and provide comments relating to same.)

(B) The County shall convey to the City the County Property (abandoned railroad right-of-way, said Property being the same as described and conveyed in that certain public purpose quit claim deed recorded at Official Records Book Number 3713, pages 1221 through 1224, Public Records of Seminole County, Florida), by means of statutory County Deed (Exhibit "F"), from the point said property begins at Airport Boulevard to the point at which the said County Property meets the southerly boundary line of the

Stenstrom Property at the intersection of the northerly Expressway right-of-way boundary line.

(C) The City shall convey, by means of a quit claim deed (Exhibit "G") to Dyson, that part of the County Property (abandoned railroad right-of-way) from the point said property begins at the point at which the said County Property meets the southerly extended east boundary line of the Dyson Property to a point where said County Property meets the extended east boundary line of the Stenstrom Property after the vacation action is accomplished in accordance with Subsection (3)(I). (See location "3" in the attached Key Map).

(D) Dyson shall convey a one hundred feet by nine hundred and eighty-nine feet (100' x 989') insurable drainage easement to the City, a form acceptable to the City (Exhibit "H") (free and clear of any and all liens and encumbrances. (See location "4" in the attached Key Map). The drainage easement shall also grant rights of access to the City over the Dyson Property in order that the City may reasonably access the drainage easement area for the purposes of maintenance of same.

(E) The City shall convey to Dyson, by means of a quit claim deed (Exhibit "I"), fifty feet (50') of road frontage along St. John's Parkway, shown at location "5" in the attached Key Map.

(F) The City shall convey, by means of a quit claim deed Exhibit "J" to Stenstrom that part of the County Property (abandoned railroad right-of-way) described in from the point said property begins at the point at which the said County Property meets the southerly extended east boundary line of the Stenstrom Property to a point where said

County Property meets the southerly boundary line of the Stenstrom Property at the intersection of the Northerly Expressway right-of-way boundary line. (See location "6" in the attached Key Map).

(G) The stormwater pond and appurtenances in the one hundred feet by nine hundred eighty-nine feet (100' x 989') drainage easement (location "4" in the attached Key Map) will be designed, permitted and constructed by the City in conjunction with the design and construction of St. John's Parkway in accordance with Section 4 of this Agreement, for the sole purpose of providing stormwater treatment and attenuation for the operation of St. Johns Parkway. The City agrees to relocate the pond to the north onto the Dyson property for the purpose of providing a location for a future Dyson access driveway in Parcel "3" (the location of Parcel "3" is shown in the attached Key Map), upon receipt of a written request from Dyson and upon receipt of a new drainage easement over the relocated pond area from Dyson. If the relocation request is made within thirty (30) days of the execution of this Agreement, the pond will be relocated at no cost to Dyson. After thirty (30) days, Dyson will be solely responsible for all costs relating to the relocation of the pond and appurtenances including preparation of easement(s), design and permitting changes, and construction changes. In the future, in order to serve future development of the Dyson property and/or future construction of the Dyson access driveway in Parcel "3" to Bevier Road/new Airport Boulevard, the City will allow Dyson to reasonably modify the City's pond and appurtenances upon appropriate permitting by Dyson. Dyson shall be entitled to construct, at Dyson's expense, such pond modifications as are allowable under applicable laws and regulations and ordinances. Should Dyson chose to relocate the

City's pond, then Dyson shall be allowed to appropriately modify the relevant permits to enlarge the pond. Dyson will also be responsible for all associated design and permit costs, and easement modifications relating to the construction of the pond modifications, the future access driveway, and any future Dyson site development.

(H) Stenstrom shall grant to the County an insurable drainage easement, on a form acceptable to the County (Exhibit "K"), free and clear of any and all liens and encumbrances over the westernmost forty-five feet (45') of the Stenstrom Property and the westerly forty-five feet (45') of that vacated right-of-way (thirty feet (30') in width lying contiguous to Lots 10 and 11). (See location "7" in the attached Key Map).

(I) The City agrees to vacate that unnamed right-of-way as described and depicted on Exhibit "D", said vacated right-of-way to be owned by Stenstrom and Dyson in accordance with State law as depicted at location 8 and location 9 on the attached Key Map.

(J) The City agrees to pay for the costs for surveying work necessary to implement the cross/joint access easement referred to in Section 3(A) and, further, agrees to pay for the costs of fencing and gating the cross/joint access easement area referred to in Section 3(A) which fencing shall include the installation of two (2) metal gates. One (1) of the gates shall be located at the entrance area into the cross/joint access easement area which shall be located on St. Johns Parkway. The other gate shall be located at the entrance to the Stenstrom Property (the exact location along the Stenstrom property to be designated by Stenstrom). A chain and lock shall be placed on the gate located on St. Johns Parkway the keys for which shall be possessed by both Dyson and Stenstrom. The

keys for the landlord gate at the Stenstrom property will be possessed by Stenstrom only. The installation of the fencing/gates shall be coordinated with the person holding the cattle lease relating to the Dyson Property (Mr. Terry Gelm at (407) 349-5800). Coordination with Mr. Gelm shall occur no less than forty-eight (48) hours in advance of any activity that would require the removal of cattle from the cross/joint access easement area. Dyson and/or Stenstrom shall be entitled to utilize the cross/joint access easement for the purposes of developing their respective properties in accordance with any land development regulations pertaining to development of the pertinent properties; provided, however, that the party not constructing the development access-way shall be entitled to reasonably review the construction of the development access way over the cross/joint access easement to determine whether the said construction will adversely impact the development of their property. Such review shall occur in a reasonable period of time.

(K) The City, County, Dyson and Stenstrom recognize the importance of engaging in positive communications in resolving all matters and issues pertaining to the implementation of this Agreement in a timely manner.

(L) Within thirty (30) days of the full execution of this Agreement, which event shall be noticed by the City's attorney, the parties shall meet and close the transaction set forth herein by means of delivery of the instruments of grant and conveyance referred to herein. It shall be the obligation of the City to record the instruments of conveyances and grant as set forth herein.

Section 4. Limitation of Funding Obligations. Notwithstanding anything to the contrary stated elsewhere in this Agreement, neither the County nor the City shall have

any obligation to fund any public facilities or infrastructure necessitated by the development of the properties that are the subject of this Agreement. The County has no funding obligations under the terms of this Agreement, but may have separate obligations relative to St. Johns Parkway funding under a separate interlocal agreement between the City and the County.

Section 5. Further Assurances. In addition to the acts recited in or set forth in this Agreement, the City and County, Dyson and Stenstrom agree to perform or cause to be performed, in a timely manner, any and all further acts as may be reasonably necessary to implement the provisions of this Agreement including, but not limited to, the execution and/or recordation of further instruments; provided, however, that the County's and the City's obligations shall be subject to such limitations of law as may be applicable to counties and municipalities.

Section 6. Disclaimer of Third Party Beneficiaries. Except as to covenants that may be specifically stated in this Agreement to run with and burden specific lands and the release of the Florida Department of Transportation and the Seminole County Expressway Authority as set forth herein, this Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Except as to covenants that may be specifically stated in this Agreement to run with and burden specific lands and the release of the County, the Florida Department of Transportation and the Seminole County Expressway Authority as set forth herein, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right,

remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns.

Section 7. Effectiveness of Agreement. This Agreement shall become effective upon its being duly executed by all of the parties hereto.

Section 8. Indemnification.

(A) Dyson and Stenstrom agree^s to indemnify and hold harmless the County and the City from and against any and all claims, assertions, damages, judgment and lawsuits arising from the acts or omissions of the County and/or the City or their officers, employees or agents under and pursuant to this Agreement.

(B) Stenstrom hereby release and covenants not to sue the County, the Florida Department of Transportation and the Seminole County Expressway Authority relative to any matter related to the conveyance of the County Property as set forth herein and Stenstrom hereby forgoes and waives any and all right that it may have had or asserted relative to the conveyance of the County Property to Stenstrom or any other party.

Section 9. Time Of The Essence. Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

Section 10. Successors and Assigns. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City and County, Dyson and Stenstrom and their respective successors in interest.

Section 11. Applicable Law/Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Florida law shall govern the interpretation and enforcement of this Agreement. Further, venue for any dispute resulting from this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

Section 12. Binding Effect. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

Section 13. Recording. The City shall, at the City's sole cost and expense, record a fully executed counterpart of this Agreement in the Public Records (Land Records) of Seminole County, Florida.

Section 14. Construction or Interpretation of the Agreement. This Agreement is the result of *bona fide* arms length negotiations between the County, the City, Dyson and Stenstrom, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one (1) party than against any other party.

Section 15. Attorneys' Fees and Costs. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred, whether the same be incurred in pre-litigation negotiation, litigation at the trial level, or upon appeal.

Section 16. Captions / Exhibits.

(A) The headings or captions of the sections and subsections contained in this

Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any.

(B) The exhibits to this Agreement are hereby incorporated into this Agreement and are and form an integral part of this Agreement.

Section 17. Parties Bound. Following the recordation of this Agreement, the benefits and burdens of this Agreement shall become a covenant running with the title to the properties referred to herein to the extent set forth herein and this Agreement shall be binding upon and inure to the benefit of both the City, County, Dyson and Stenstrom and their assigns and successors in interest to the said properties as set forth herein.

Section 18. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by either party to the Agreement or substantially increase the burden of either party to the Agreement, shall be held to be unconstitutional, invalid or unenforceable to any extent by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of the Agreement.

Section 19: Compliance With Local And State Law. The parties shall comply with applicable State and local laws, regulations and ordinances.

Section 20: Assignments. No party shall assign the Agreement nor any interest herein.

Section 21: Conflict Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their respective

obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 22. Notices. Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties as follows (facsimile transmittals and e-mails are not acceptable as a form of notice under the terms of this Agreement):

For County:

J. Kevin Grace, County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For City:

Mayor Brady Lessard
City of Sanford
300 North Park Avenue
Sanford, Florida 32771

For Dyson:

Meredith Harper, Esquire
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801

For Stenstrom:

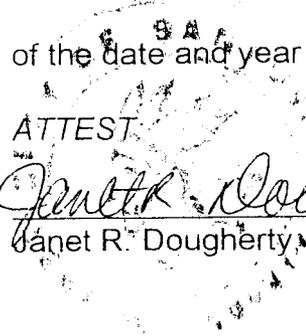
Ms. Carolyn Stenstrom
Post Office Box 665
Sanford, Florida 32772

Section 23. Entire Agreement. This Agreement constitutes the complete and entire agreement between the County, the City, Dyson and Stenstrom with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.

Section 24. Modification. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the Board of County Commissioners of Seminole County, the City Commission of the City of Sanford, Dyson and Stenstrom and signed by all parties to this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

WHEREFORE, the parties hereto have caused these presents to be signed all as of the date and year first above written.

ATTEST

Janet R. Dougherty
Janet R. Dougherty, City Clerk

CITY OF SANFORD
Brady Lessard
Brady Lessard, Mayor

April 12, 2004
Date

For the use and reliance of the City of Sanford only. Approved as to form and legal sufficiency.
William L. Colbert
William L. Colbert, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse, Clerk to the Board of
County Commissioners of Seminole
County, Florida

Daryl McLain, 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 their _____
_____, 2003, regular
meeting.



County Attorney

WITNESSES (as to both signatures):

[Signature]
Signature of Witness of Witness One

U. Berry
Printed Name of Witness One

[Signature]
Signature of Witness Two

Hola Samad
Printed Name of Witness Two

DYSON

[Signature]
Signature

JAMES H. DYSON, Jr.
Printed Name

[Signature]
Signature

GREGORY W. DYSON
Printed Name

Virginia
STATE OF ~~FLORIDA~~)

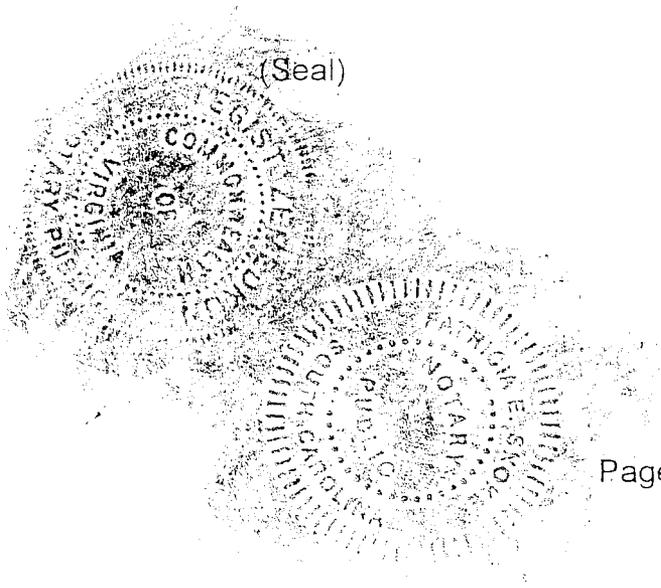
COUNTY OF Admiralty

The foregoing instrument was acknowledged before me this 2 day of March, 2004, by James H. Dyson, Jr. and Gregory W. Dyson JAMES H. DYSON JR. who are personally known to me/produced the following as identification and who did not take an oath.

WITNESS my hand and official seal this 2 day of March, 2004

[Signature]
Signature

JACOB ZEMEDKIN
Printed Name (Notary Public)



WITNESSES:

[Signature]
Signature of Witness of Witness One

Michael W Rantz, Jr
Printed Name of Witness One

[Signature]
Signature of Witness Two

Donald N. May
Printed Name of Witness Two

DYSON

[Signature]
Signature

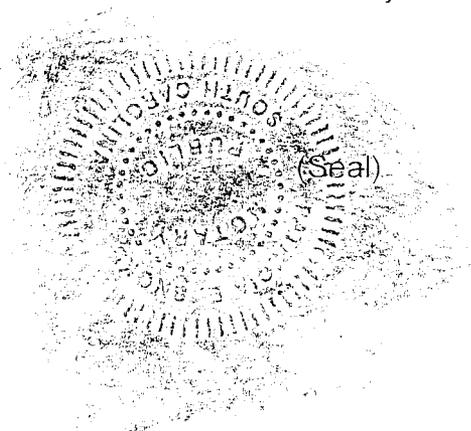
GREGORY W. DYSON

STATE OF SOUTH CAROLINA)

COUNTY OF Beaufort)

The foregoing instrument was acknowledged before me this 15th day of March, 2004, by Gregory W. Dyson, who is personally known to me/produced the following as identification and who did not take an oath.

WITNESS my hand and official seal this 15th day of March, 2004.



[Signature]
Signature

PATRICIA E. SNOKE
Printed Name (Notary Public)



WITNESSES:

Lewis E. Alston

Signature of Witness of Witness One

LEWIS E. ALSTON

Printed Name of Witness One

Lynn Louis

Signature of Witness Two

Lynn Louis

Printed Name of Witness Two

STENSTROM TRUST

Signature

Carolyn P. Stenstrom

Carolyn P. Stenstrom
As Successor Trustee

STATE OF FLORIDA)

COUNTY OF Sumner)

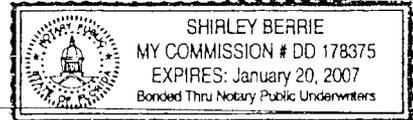
The foregoing instrument was acknowledged before me this 20th day of June, 2003, by Carolyn P. Stenstrom, as successor trustee of the Stenstrom Trust, who is personally known to me/produced the following as identification and who did not take an oath.

WITNESS my hand and official seal this 20th day of June, 2003.

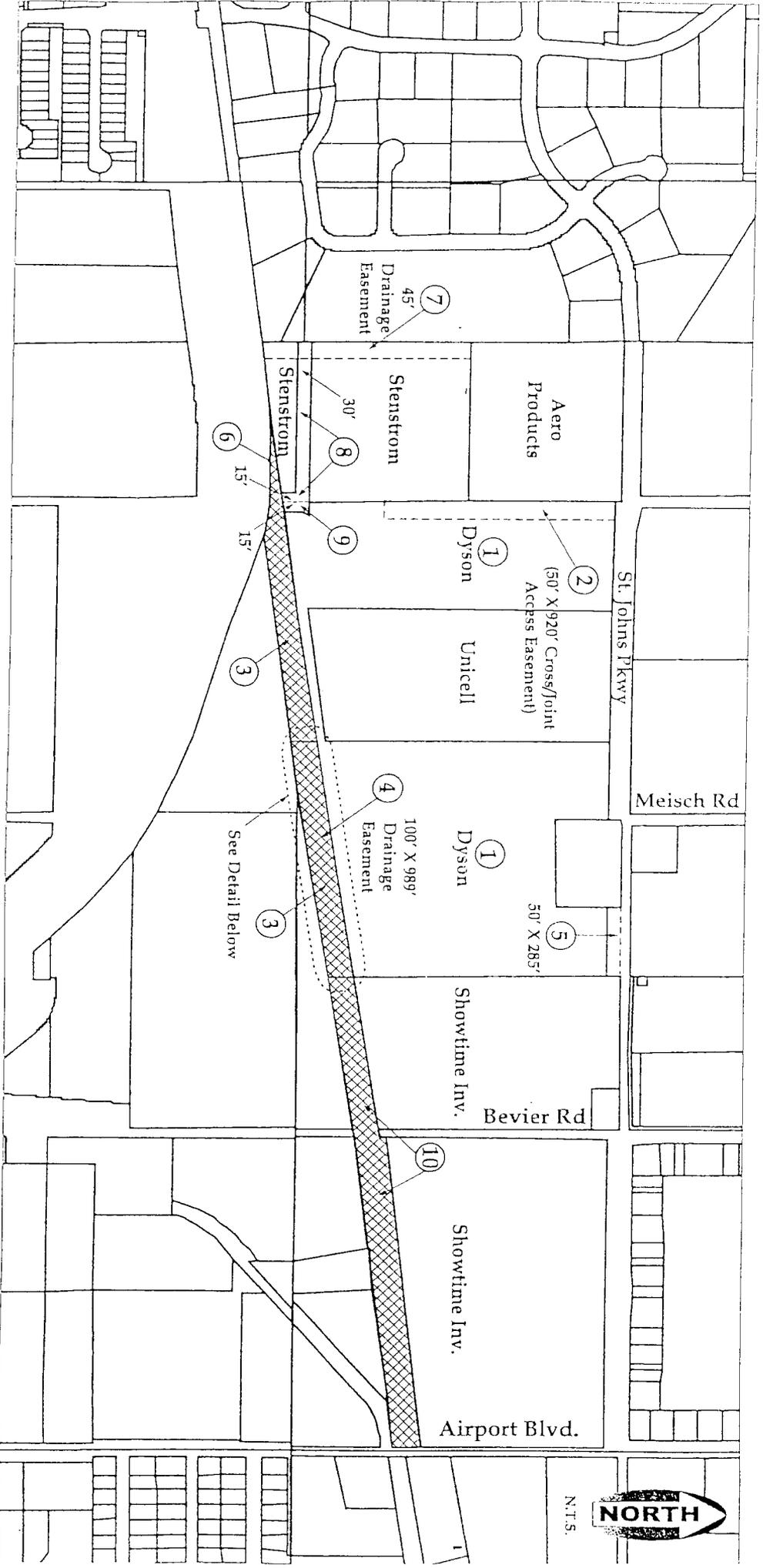
(Seal)

Signature

Shirley Berrie

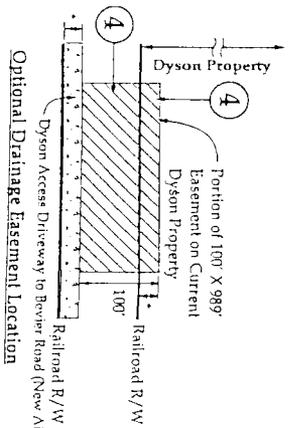
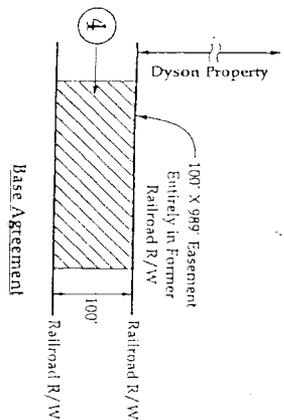


Printed Name (Notary Public)



Legend

- ① Current Dyson Property
- ② Proposed Cross/Join Access Easement for Dyson and Stenstrom (from Dyson)
- ③ Proposed former Railroad R/W to Dyson (from City)
- ④ Proposed Drainage Easement to City (from Dyson)
- ⑤ Proposed St Johns Parkway R/W to Dyson (from City)
- ⑥ Proposed former Railroad R/W to Stenstrom (from City)
- ⑦ Proposed Drainage Easement to County (from Stenstrom)
- ⑧ Proposed unnamed Road R/W vacated to Stenstrom
- ⑨ Proposed unnamed Road R/W vacate to Dyson
- ⑩ Portion of Abandoned Railroad R/W Proposed to be owned by City



Key Map

* Width of Easement on Dyson Property to be same as Driveway Width Selected by Dyson

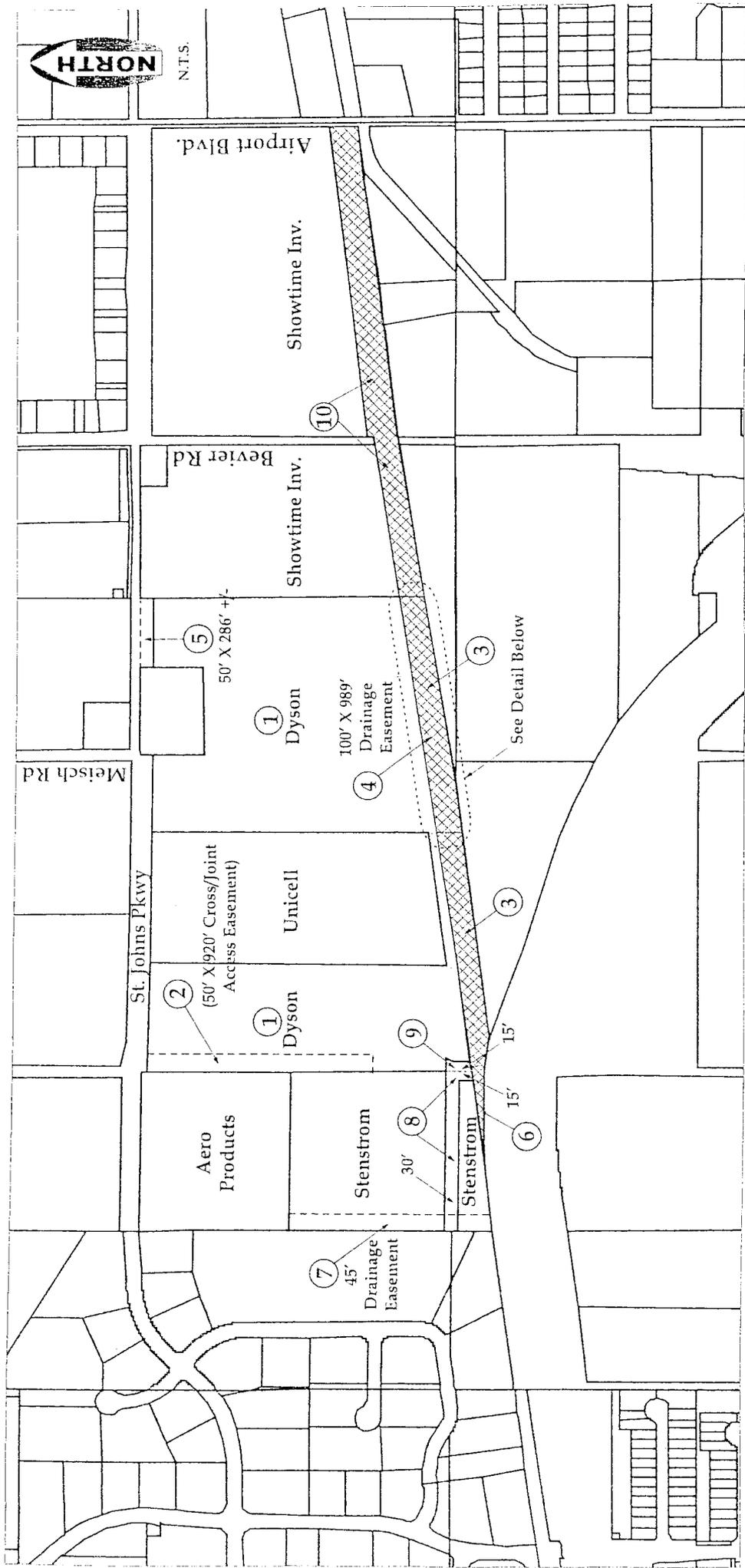


N.T.S.

EXHIBIT COVER SHEET

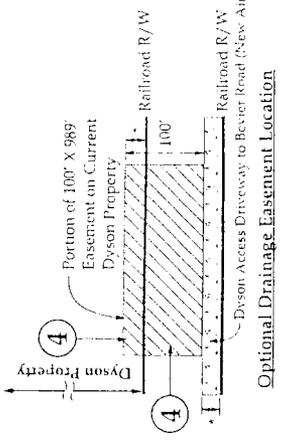
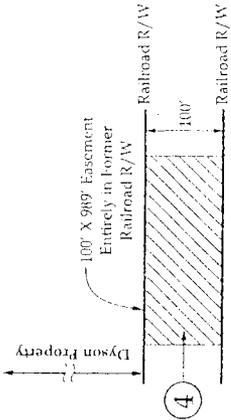
- Attachment - Key Map
- Exhibit "A" - Property Appraiser Parcel Printout of Dyson Property
- Exhibit "B" - Stenstrom Legal Description
- Exhibit "C" - Abandoned railroad right-of-way parcel
- Exhibit "D" - Legal description of unnamed road right-of-way (8 and 9 on Key Map) to be vacated by the City.
- Exhibit "E" - 50' Easement Dyson to Stenstrom (2 on Key Map)
- Exhibit "F" - County Deed; County to City. Parcel to be deeded from County to City (remainder of abandoned railroad right-of-way)
- Exhibit "G" - City to Dyson conveyance of abandoned railroad right-of-way (3 on Key Map)
- Exhibit "H" - Dyson to City drainage easement over abandoned railroad right-of-way (4 on Key Map)
- Exhibit "I" - City to Dyson; 50' road frontage quit claim deed (5 on Key Map)
- Exhibit "J" - Property to be quit claimed by City to Stenstrom for remainder of abandoned railroad right-of-way (see Exhibit "F") (6 on Key Map)
- Exhibit "K" - Stenstrom to County drainage easement (7 on Key Map)

ATTACHMENT - KEY MAP



Legend

-  County Property (Abandoned Railroad R/W) to City
-  Current Dyson Property
-  Proposed Cross/Join Access Easement for Dyson and Stenstrom (from Dyson)
-  Proposed former Railroad R/W to Dyson (from City)
-  Proposed Drainage Easement to City (from Dyson)
-  Proposed St. Johns Parkway R/W to Dyson (from City)
-  Proposed former Railroad R/W to Stenstrom (from City)
-  Proposed Drainage Easement to County (from Stenstrom)
-  Proposed unnamed Road R/W vacate to Stenstrom
-  Proposed unnamed Road R/W vacate to Dyson
- Portion of Abandoned Railroad R/W Proposed to be owned by City



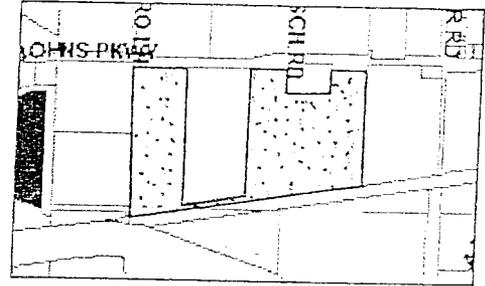
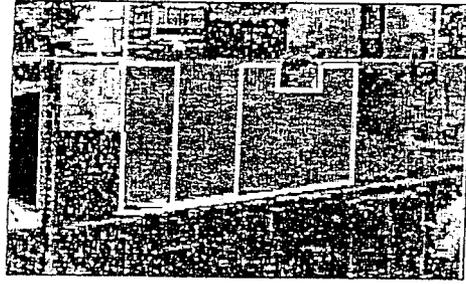
Key Map

• Width of Easement on Dyson Property to be same as Driveway Width Selected by Dyson.

PARCEL DETAIL



Seminole County
 Property Appraiser
 Services
 1191 E. First St.
 Sanford FL 32771
 407-665-7506



GENERAL

Parcel Id: 26-19-30-5AE-2100-0000 Tax District: S1-SANFORD
 Owner: DYSON JAMES H JR & Exemptions:
 Own/Addr: DYSON GREGORY W
 Address:
 City,State,ZipCode:
 Property Address: 3205 ST JOHNS PKWY
 Facility Name:
 Dor: 60-GRAZING LAND

LAND

Land Assess Method	Frontage	Depth	Land Units
IMP PASTUR-	0	0	36.140

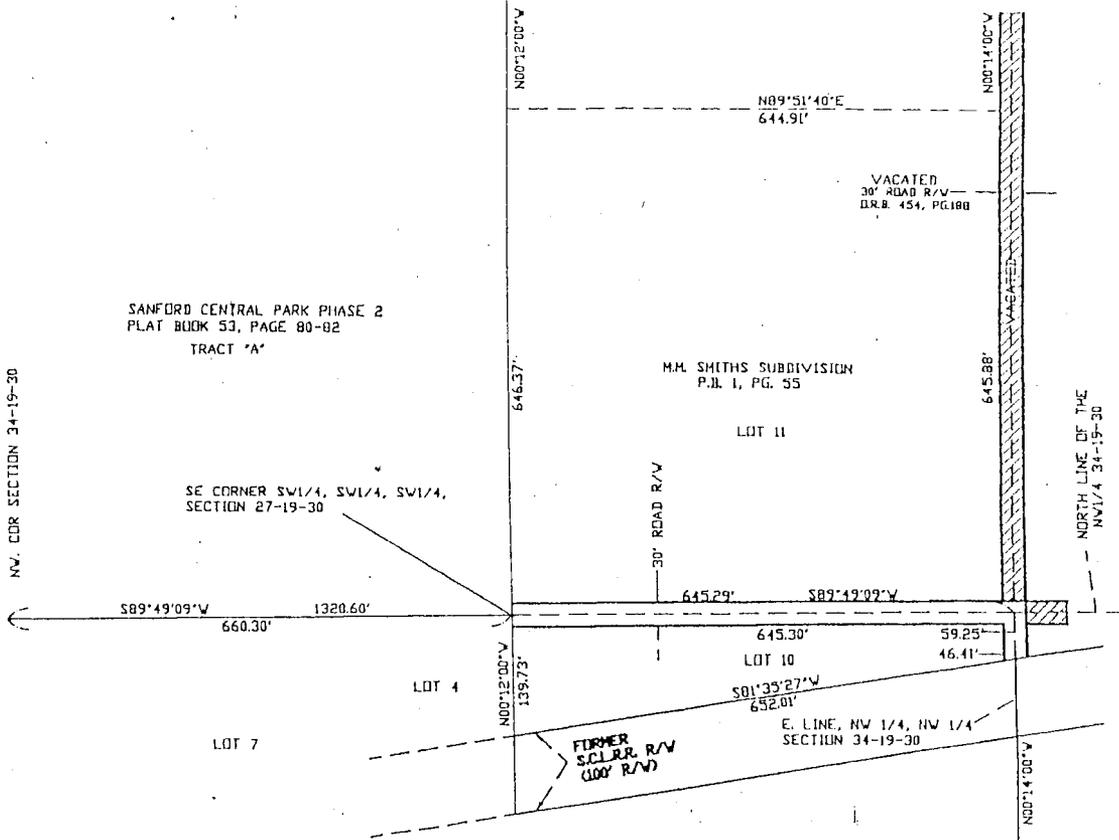
LEGAL DESCRIPTION PLAT

ALL BLKS 21 & 22 & E 1/2 VACD ST ADJ ON W & N 1/2 VACD ST ADJ ON S & THAT PART OF BLKS 23 27 & 38 N OF RR & S 1/2 OF VACD ST ADJ ON N OF BLK 23 & ALL BLKS 28 & 37 & ALL VACD ST BET (LESS N 278 FT OF W 360 FT OF BLK 37 & E 1/2 OF VACD ST ADJ ON W & N 50 FT OF BLKS 21 28 & E 1/2 OF VACD ST ON W & W 1/2 VACD ST ADJ ON E & N 50 FT OF BLK 37 & BEG NW COR BLK 21 RUN S 89 DEG 53 MIN 13 SEC E 433.49 FT S 00 DEG 06 MIN 52 SEC W 50 FT TO POB RUN S 89 DEG 53 MIN 13 SEC E 554.58 FT S 00 DEG 06 MIN 52 SEC W 1137.57 FT S 81 DEG 46 MIN 43 SEC W 560.50 FT N 00 DEG 06 MIN 52 SEC E 1218.81 FT TO POB)

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

SKETCH OF DESCRIPTION



SHEET 1 OF 2

SEMINOLE COUNTY
 ENGINEERING DEPARTMENT
 SURVEY SECTION
 520 W. LAKE MARY BLVD.
 SANFORD, FLORIDA 32773
 (407)665-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: *Gary A. Leise*
 GARY A. LEISE P.L.S. FLA. CERT.#

LEGEND

- | | |
|---|---|
| <ul style="list-style-type: none"> Δ CENTRAL ANGLE (DELTA) R - RADIUS CB - CHORD BEARING L - ARC LENGTH C - CHORD ○ SET IRON PIN OR PIPE ◻ FOUND IRON PIN OR PIPE □ SET CONCRETE MONUMENT ■ FOUND CONCRETE MONUMENT P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.T - POINT OF TERMINATION R/W - RIGHT OF WAY D - DEED C/L - CENTERLINE UTIL - UTILITY | <ul style="list-style-type: none"> PB - PLAT BOOK PG - PAGE (S) ORB - OFFICIAL RECORDS BOOK SEC - SECTION -- TOWNSHIP -- RANGE PCL - PARCEL PC - POINT OF CURVATURE PT - POINT OF TANGENCY PI - POINT OF INTERSECTION PCC - POINT OF COMPOUND CURVE PRC - POINT OF REVERSE CURVE M - MEASURED P - PLAT F - FIELD C - CALCULATED P/L - PROPERTY LINE ESMT - EASEMENT |
|---|---|

FIELD DATE: N/A

SCALE: 1"=200'

DRAWN BY: L.W.

CHECKED BY:

LEGAL DESCRIPTION

LOT 11 AND THAT PART OF LOT 10 LYING NORTH OF THE FORMER SEABOARD COASTLINE RAILROAD, M.M. SMITHS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH THE WESTERLY 15.00 FEET OF A VACATED 30.00 FOOT RIGHT-OF-WAY LYING EAST OF AND COINCIDENT WITH THE EAST LINE OF SAID LOT 11.

SHEET 2 OF 2

SURVEYOR'S NOTES

THIS IS NOT A SURVEY.
 UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
 SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :

THE NORTH LINE OF THE NW 1/4 OF THE NW 1/4

OF SECTION 34-19-30 AS BEING S89°49'03"W

REVISIONS

DATE	BY	REVISIONS	REQUESTED BY:
1			
2			
3			
4			

JOB NAME: 00-039A	FIELD DATE: N/A	DATE: 02/18/03	SCALE: 1"=200'	DRAWN BY: L.W.	CHECKED BY:
-------------------	-----------------	----------------	----------------	----------------	-------------

F.D.O.T PARCEL NO. 100R

PART A)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 BETWEEN SURVEY STATIONS 2136+01.56 AND 2142+19.21 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77160-2441.

AND

PART B)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 FROM SURVEY STATION 2136+01.56 EASTERLY TO A POINT 1786 FEET WEST OF THE CENTERLINE OF AIRPORT ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77310-2502.

AND

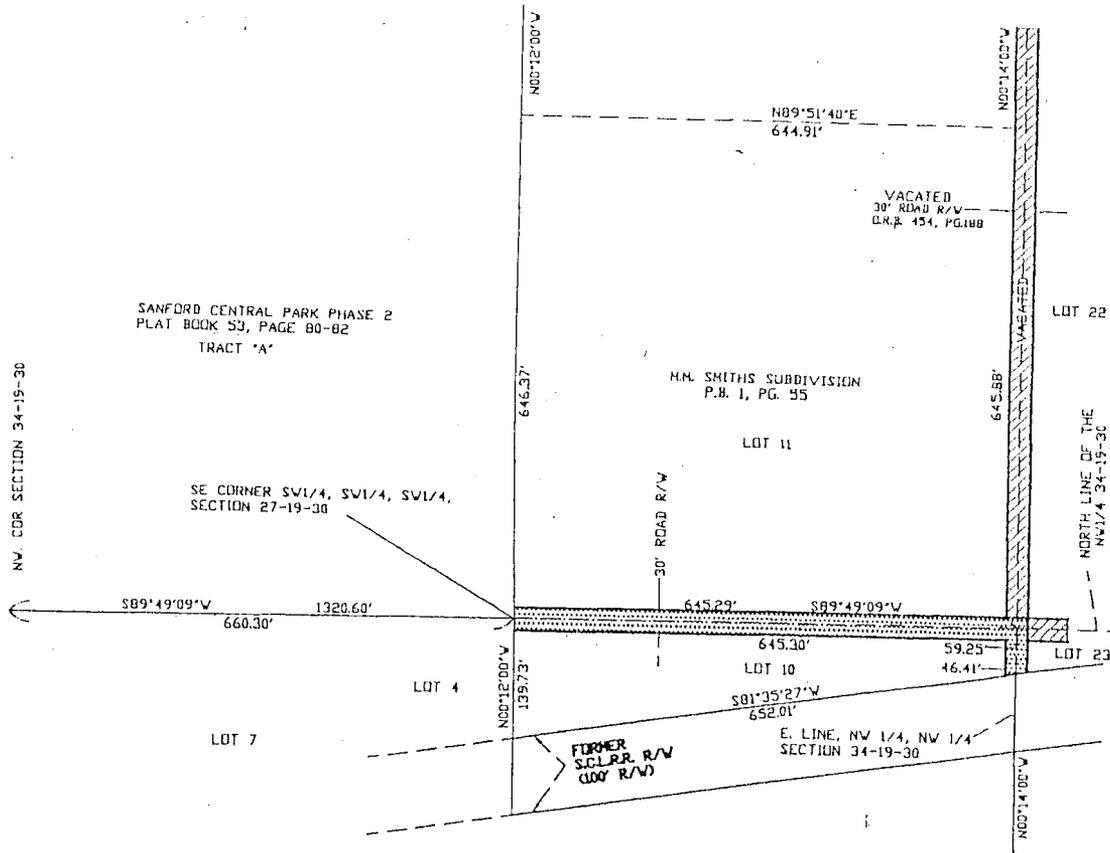
PART C)

"A PARCEL OR STRIP OF LAND AT OR NEAR SANFORD, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF GRANTOR'S FORMER TAVARES BRANCH MAIN TRACK RIGHT OF WAY, CONSTITUTING A 100 FOOT WIDE PARCEL OF LAND, BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF AIRPORT ROAD AND EXTENDING WESTERLY 1,786 FEET, MORE OR LESS, CONTAINING 4.10 ACRES, MORE OR LESS.

THE SE ¼ OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 30 EAST."

THE ABOVE LAND (PART C) BEING THE SAME AS DESCRIBED IN OFFICIAL RECORDS BOOK 1863 PAGE 0251, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SKETCH OF DESCRIPTION



= TO BE VACATED

SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)665-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE, AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

Gary A. Leise

GARY A. LEISE P.L.S. FLA. CERT.#

LEGEND

- | | |
|--|---|
| <ul style="list-style-type: none"> Δ CENTRAL ANGLE (DELTA) R - RADIUS CB - CHORD BEARING L - ARC LENGTH C - CHORD ○ SET IRON PIN OR PIPE ◊ FOUND IRON PIN OR PIPE □ SET CONCRETE MONUMENT ■ FOUND CONCRETE MONUMENT P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.T. - POINT OF TANGENCY R/W - RIGHT OF WAY D - DEED C/L - CENTERLINE UTL - UTILITY | <ul style="list-style-type: none"> PB - PLAT BOOK PG - PAGE (S) ORB - OFFICIAL RECORDS BOOK SEC - SECTION - TOWNSHIP - RANGE PCL - PARCEL PC - POINT OF CURVATURE PT - POINT OF TANGENCY PI - POINT OF INTERSECTION PCC - POINT OF COMPOUND CURVE PRC - POINT OF REVERSE CURVE M - MEASURED P - PLAT F - FIELD C - CALCULATED P/L - PROPERTY LINE ESMT - EASEMENT |
|--|---|

FIELD DATE: N/A

SCALE: 1"=200'

DRAWN BY: L.W.

CHECKED BY:

EXHIBIT D - Page 1 of 2

LEGAL DESCRIPTION

THAT CERTAIN UNNAMED 30.00 FOOT RIGHT-OF-WAY LYING COINCIDENT TO LOTS 10 AND 11 AND EXTENDING EAST TO THE SOUTHWEST CORNER OF LOT 22 AND THAT CERTAIN UNNAMED 30.00 FOOT RIGHT-OF-WAY LYING COINCIDENT TO LOTS 10 AND 23 LYING NORTH OF THE FORMER SEABOARD COASTLINE RAILROAD, M.M. SMITHS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

SHEET 2 OF 2

SURVEYOR'S NOTES

THIS IS NOT A SURVEY.
 UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
 SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE
 ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS
 AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :

THE NORTH LINE OF THE NW 1/4 OF THE NW 1/4
 OF SECTION 34-19-30 AS BEING S89°19'09"W

REVISIONS

DATE	BY	REVISIONS	REQUESTED BY:
03/04/03	L.W.	HATCH SOUTH ROAD, ADD LOTS 22 AND 23 TO DVG. ADD LOTS 22 AND 23 TO TO LEGAL	C.B.

IB NAME: 00-039A

FIELD DATE: N/A

EXHIBIT D - Page 2 of 2

DRAWN BY: L.W.

CHECKED BY:

CROSS ACCESS AGREEMENT
AND
GRANT OF EASEMENT

THIS AGREEMENT AND EASEMENT is entered into and made on this _____ day of _____, 2003, by and between JAMES H. DYSON, JR. and GREGORY W. DYSON, (hereinafter referred to as the "OWNERS"), and CAROLYN P. STENSTROM, whose address is Post Office Box 665, Sanford, Florida 32772, hereinafter referred to as "STENSTROM".

W I T N E S S E T H:

WHEREAS, the OWNERS warrant that they hold legal title to the property described in Paragraph 2 below; and

WHEREAS, the OWNERS desire to facilitate the orderly use of the subject property and to ensure that the use of subject property is compatible with other properties in the area and planned traffic patterns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.
2. The OWNERS warrant and represents that they are the present owners of the following described property (hereinafter referred to as the "subject property"):

SEE ATTACHED.

3. The OWNERS hereby grant, convey, and assign to the STENSTROM, a permanent right to accomplish the purposes of this Agreement and Easement and to travel, enter and exit with or without vehicles, upon, over and across, any portion of that certain easement area (described as follows) located on the property described in Paragraph 2:

SEE ATTACHED.

4. The purpose of the easement described in Paragraph 3 above is to provide access to adjoining properties and to a curb cut on St. Johns Parkway.
5. The OWNERS covenant and agree that they and their heirs, assigns and successors, will abide by the provisions of this Agreement and Easement.

6. This entire Agreement and Easement touches or concerns the subject property, and shall run with the land, shall be a burden and binding upon the OWNERS and the OWNERS' assigns and successors in interest.

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

ATTEST:

JAMES H. DYSON, JR.

ATTEST:

GREGORY W. DYSON

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JAMES H. DYSON, JR., who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

EXECUTED and sealed in the County and State named above this _____ day of _____ A. D. 2003.

(Affix Notarial Seal)

Notary Public; State of Florida

Printed Name

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GREGORY W. DYSON, who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

EXECUTED and sealed in the County and State named above this _____ day of _____ A. D. 2003.

(Affix Notarial Seal)

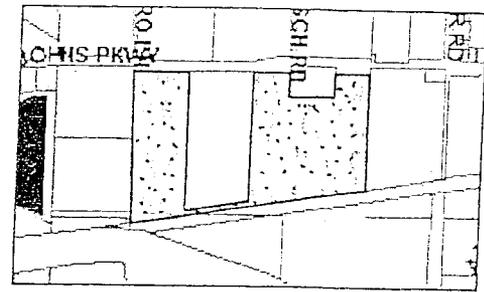
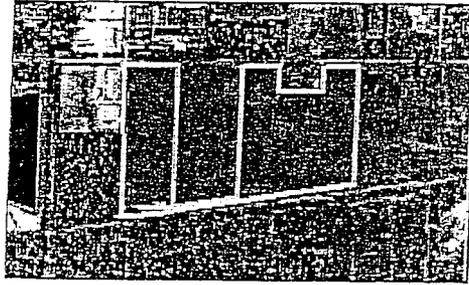
Notary Public; State of Florida

Printed Name

\\C:\My Documents\2-Cross Access Agreement - Dyson to Stenstrom.wpd



Seminole County
Property Appraiser
Services
1191 B. First St.
Sanford FL 32771
407-665-7506



GENERAL

Parcel Id: 26-19-30-5AE-2100-0000 Tax District: S1-SANFORD

Owner: DYSON JAMES H JR & Exemptions:

Own/Addr: DYSON GREGORY W

Address:

City,State,ZipCode:

Property Address: 3205 ST JOHNS PKWY

Facility Name:

Dor: 60-GRAZING LAND

LEGAL DESCRIPTION PLAT

ALL BLKS 21 & 22 & E 1/2 VACD ST ADJ ON W & N 1/2 VACD ST ADJ ON S & THAT PART OF BLKS 23 27 & 38 N OF

RR & S 1/2 OF VACD ST ADJ ON N OF BLK 23 & ALL BLKS 28 & 37 & ALL VACD ST BET (LESS N 278 FT OF W 360

FT OF BLK 37 & E 1/2 OF VACD ST ADJ ON W & N 50 FT OF BLKS 21 28 & E 1/2 OF VACD ST ON W & W 1/2 VACD ST

ADJ ON E & N 50 FT OF BLK 37 & BEG NW COR BLK 21 RUN S 89 DEG 53 MIN 13 SEC E 433.49 FT S 00 DEG 06 MIN

52 SEC W 50 FT TO POB RUN S 89 DEG 53 MIN 13 SEC E 554.58 FT S 00 DEG 06 MIN 52 SEC W 1137.57 FT S 81 DEG

46 MIN 43 SEC W 560.50 FT N 00 DEG 06 MIN 52 SEC E 1218.81 FT TO POB)

LAND

Land Assess Method	Frontage	Depth	Land Units
IMP PASTUR-	0	0	36.140

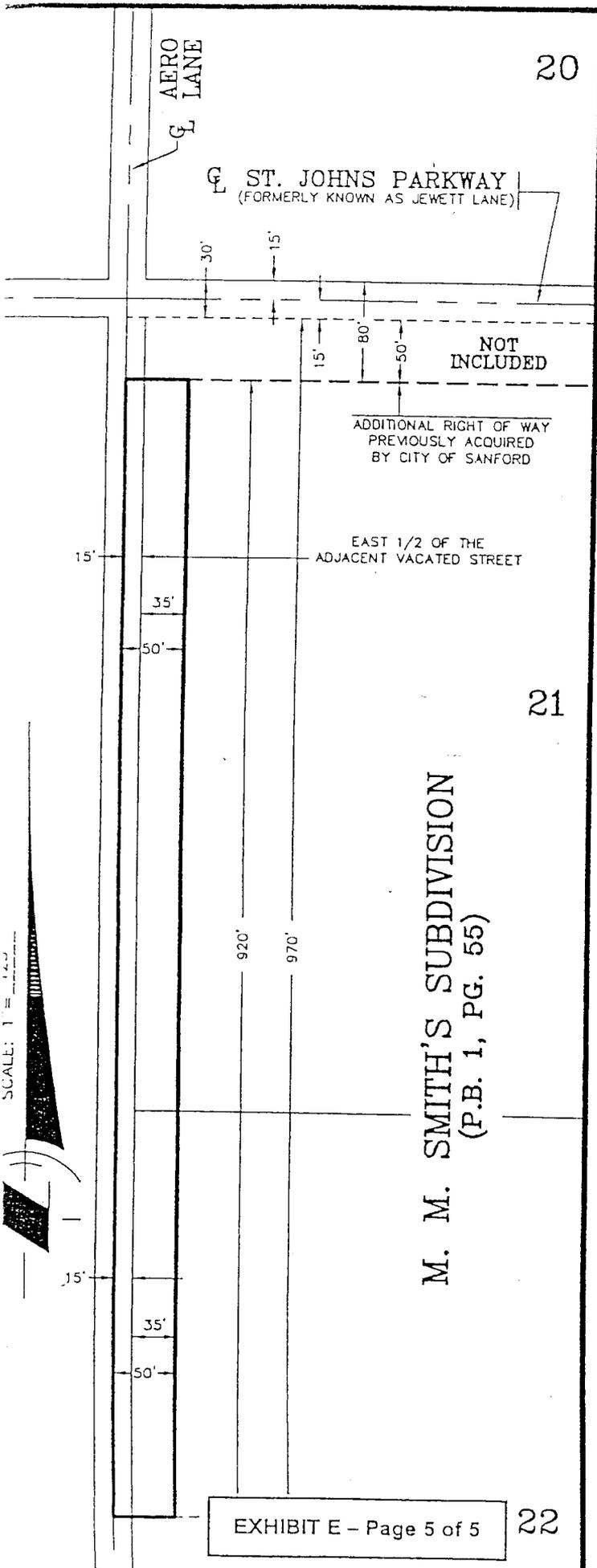
NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

BACK

PROPERTY APPRAISER
HOMEPAGE

CONTACT



20

SKETCH OF DESCRIPTION -- NOT A SURVEY --

DESCRIPTION

A tract of land lying in Section 27, Township 19 South, Range 30 East, Seminole County, Florida; being more particularly described as follows:

The North 970 feet of the East 1/2 of the vacated street lying West of Blocks 21 and 22, M.M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida; less the North 50 feet thereof for additional right of way.

Together with the North 970 feet of the West 35 feet of the following described parcel:
Blocks 21 and 22, M.M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida; less the North 50 feet thereof for additional right of way.

ABBREVIATION LISTING

- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- TAN. BRG. = TANGENT BEARING

Tinklepaugh SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
 Tele. No. (407) 422-0957 Fax No. (407) 422-6915
 LICENSED BUSINESS No. 3778

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

Arthur W. Tucker
 ARTHUR W. TUCKER, P.L.S. 4381

4-10-03

22

Document Prepared by:
Stephen P. Lee
Deputy County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32771

COUNTY DEED

F.D.O.T. Parcel No. 100
Section 77310-2502 & 77160-2441
County of Seminole, Florida

THIS DEED is made this _____ day of _____, 2003, by 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 **GRANTOR**, and the City of Sanford, Florida, a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the **GRANTEE**.

WITNESSETH:

That the **GRANTOR**, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to **GRANTEE**, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

F.D.O.T PARCEL NO. 100

F.D.O.T. Section 77310-2502 & 77160-2441

See Exhibit "A", attached hereto and made a part hereof – said property being the same as shown in that certain Public Purpose Quitclaim Deed, dated January 14, 1999, and recorded in Official Records Book 3713, Pages 1221 thru 1224.

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals, and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is the **GRANTEE** is a Municipality of the State Florida, which Municipality therefore loses no rights by such release.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. McLAIN, 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 _____
2003, regular meeting.

County Attorney

P:\USERS\CASB01\MY DOCUMENTS\DEEDS\COUNTY DEED FDOT P 100.DOC

EXHIBIT "A"

PARCEL NO. 100R

SECTION 77160-2441 & 77310-2502
MP NO. 242593 1 & 240259 1

PART A)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 BETWEEN SURVEY STATIONS 2136+01.56 AND 2142+10.21 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77160-2441.

AND

PART B)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 FROM SURVEY STATION 2136+01.56 EASTERLY TO A POINT 1786 FEET WEST OF THE CENTERLINE OF AIRPORT ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77310-2502.

AND

PART C)

"A PARCEL OR STRIP OF LAND AT OR NEAR SANFORD, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF GRANTOR'S FORMER TAVARES BRANCH MAIN TRACK RIGHT OF WAY, CONSTITUTING A 100 FOOT WIDE PARCEL OF LAND, BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF AIRPORT ROAD AND EXTENDING WESTERLY 1,786 FEET, MORE OR LESS, CONTAINING 4.10 ACRES, MORE OR LESS.

THE SE 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 30 EAST."

THE ABOVE LAND (PART C) BEING THE SAME AS DESCRIBED IN OFFICIAL RECORDS BOOK 1863 PAGE 0251, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

This legal description prepared
under the direction of:
Jose Luis Reinoso, II, P.L.S. No. 5160
Department of Transportation
719 South Woodland Blvd.
DeLand, Florida 32720
Date: December 18, 1998
Revised: June 22, 1999

SEMINOLE CO. FL
3713
1223
OFFICIAL RECORDS
BOOK
PAGE

Prepared by and Return to:

LONNIE N. GROOT, ESQUIRE
Suite 22- SunTrust Bldg.
200 West First Street
Sanford, FL 32772-4848

Parcel I.D. No.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the ____ day of _____, A. D. 2003, by THE CITY OF SANFORD, FLORIDA, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter called the First Party, to the JAMES H. DYSON and GREGORY W. DYSON, whose address is 1230 Kingston Avenue, Alexandria, Virginia 22302, and hereinafter called the Second Party.

WITNESSETH:

THAT THE FIRST PARTY, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, piece or parcel of land; situate, lying and being in the County of Seminole, State of Florida, to-wit:

SEE ATTACHED.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, City Clerk

Brady Lessard, Mayor

Date

SKETCH OF DESCRIPTION

-- NOT A SURVEY --

OF SECTION 27-19-30

38

DRAWING No. T03B58

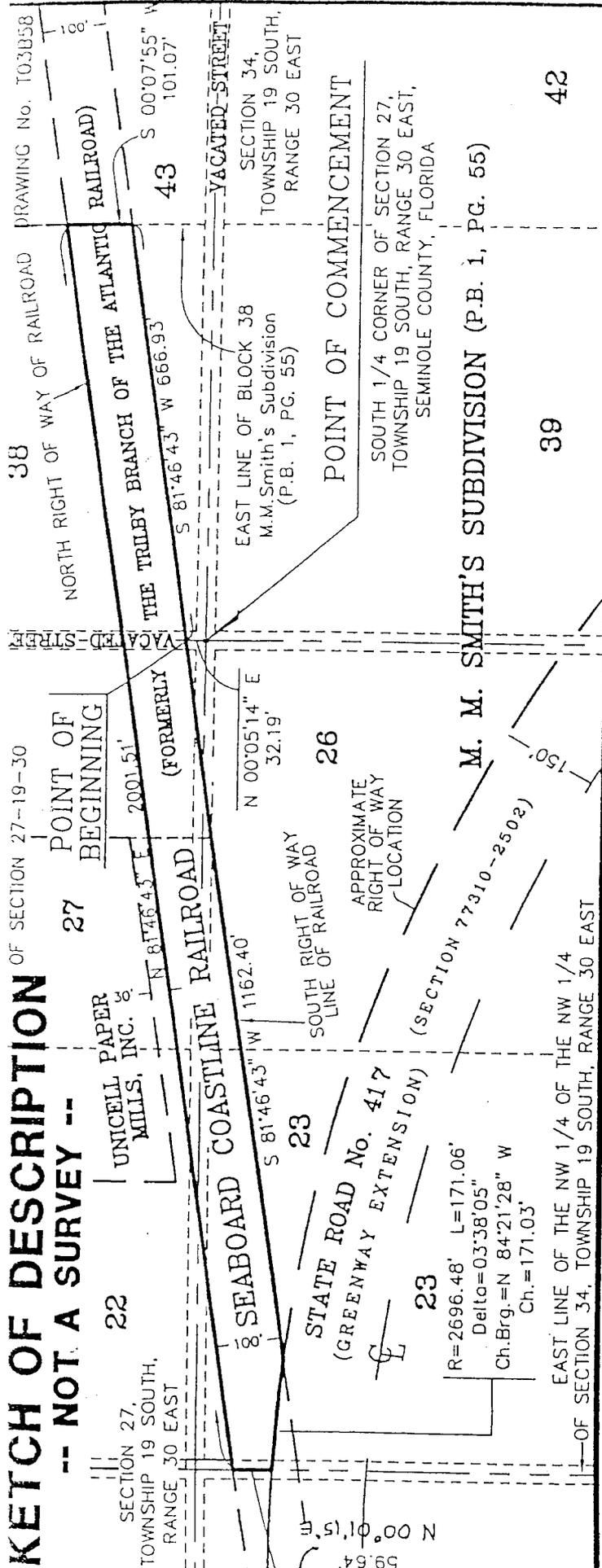


EXHIBIT G - Page 2 of 2

DESCRIPTION

A tract of land lying in M. M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida and being a part of Sections 27 and 34, Township 19 South, Range 30 East, Seminole County, Florida and being more particularly described as follows:

Commencing at the South 1/4 corner of Section 27, Township 19 South, Range 30 East, Seminole County, Florida and run North 00° 05'14" East along the East line of the Southwest 1/4 of the aforesaid Section 27 for a distance of 32.19 feet to a point on the South line of the Seaboard Coastline Railroad (formerly the Tribby Branch of the Atlantic Coastline Railroad) and being the POINT OF BEGINNING; thence run South 81° 46'43" West along the South right of way line of the aforesaid Seaboard Coastline Railroad for a distance of 1162.40 feet to the Northerly right of way line of State Road No. 417 (Section 77310-2502) and being a point on a curve concave Southerly having a chord bearing and distance of North 84° 21'28" West, 171.03 feet and a radius of 2,696.48 feet; thence run Westerly along the arc of said curve through a central angle of 03° 38'05" for a distance of 171.06 feet to a point on the East line of the Northwest 1/4 of the North West 1/4 of Section 34, Township 19 South, Range 30 East; thence run North 00° 01'15" East along the aforesaid East line for a distance of 59.64 feet to a point on the North line of the aforesaid Seaboard Coastline Railroad; thence run North 81° 46'43" East along the North line of the aforesaid Railroad right of way for a distance of 2,001.51 feet; thence departing said North line and run South 00° 07'55" West along the East line of Block 38 of M. M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida for a distance of 101.07 feet; thence run South 81° 46'43" West along the South right of way line of the aforesaid Seaboard Coastline Railroad for a distance of 666.93 feet to the POINT OF BEGINNING.

Containing 4.510 Acres, more or less.

ABBREVIATION LISTING

PG. = PAGE
P.B. = PLAT BOOK

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tel. No. (407) 422-0967 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778

Tinklepaugh

SURVEYING SERVICES, INC.

CERTIFICATION

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

Robert W. Monaco May 2, 2003
Robert W. Monaco P.S.M. 5980

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2003, by and between JAMES H. DYSON, JR. and GREGORY W. DYSON, hereinafter referred to as the GRANTORS, and CITY OF SANFORD, a Florida Municipal Corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as 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, GRANTORS do hereby grant and convey to the GRANTEE for its drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of ponds, pipes, ditches, retention, percolation or disposal area or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED.

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 drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon.

GRANTORS do hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that have a good and lawful right to convey the said easement and that it is free from all encumbrances.

This document prepared by:
Lonnie N. Groot, Esquire
Address:
PO Box 4848
Sanford, Florida 32772

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hand and seal, the day and year first above written.

ATTEST:

JAMES H. DYSON, JR.

ATTEST:

GREGORY W. DYSON

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JAMES H. DYSON, JR., who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

EXECUTED and sealed in the County and State named above this _____ day of _____ A. D. 2003.

(Affix Notarial Seal)

Notary Public; State of Florida

Printed Name

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GREGORY W. DYSON, who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

EXECUTED and sealed in the County and State named above this _____ day of _____ A. D. 2003.

(Affix Notarial Seal)

Notary Public, State of Florida

Printed Name

27

EXHIBIT H - Page 4 of 4

SKETCH OF DESCRIPTION -- NOT A SURVEY --

FILE No. SX-6968
DRAWING No. T03B27

38

M. M. SMITH'S SUBDIVISION (P.B. 1, PG. 55)

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 27-19-30

POINT OF BEGINNING

N 00°06'52" E
101.07'

VACATED STREET

N 81°46'43" E 987.83'

NORTH RIGHT OF WAY OF RAILROAD

SEABOARD COASTLINE RAILROAD
(FORMERLY THE TRIBLY BRANCH OF THE ATLANTIC RAILROAD)

S 81°46'43" W 987.80' (TOTAL)

EAST LINE OF BLOCK 38
M.M. Smith's Subdivision
(P.B. 1, PG. 55)

43

VACATED STREET

SOUTH RIGHT OF WAY OF RAILROAD

N 00°05'14" E
32.19'

POINT OF COMMENCEMENT

SOUTH 1/4 CORNER OF SECTION 27, TOWNSHIP 19 SOUTH,
RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

39

42

26

DESCRIPTION

A tract of land lying in M. M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida and being a part of Sections 27 and 34, Township 19 South, Range 30 East, Seminole County, Florida and being more particularly described as follows:

Commencing at the South 1/4 corner of Section 27, Township 19 South, Range 30 East, Seminole County, Florida and run North 00°05'14" East along the East line of the Southwestern 1/4 of the aforesaid Section 27 for a distance of 32.19 feet a point on the South line of the Seaboard Coastline Railroad (formerly the Tribly Branch of the Atlantic Coastline Railroad) and being the POINT OF BEGINNING; thence run South 81°46'43" West along the South right of way line of the aforesaid Seaboard Coastline Railroad for a distance of 320.87 feet; thence departing said South right of way line and run North 00°06'52" East, a distance of 101.07 feet; thence run North 81°46'43" East along the North right of way line of the aforesaid Railroad right of way for a distance of 987.83 feet; thence run South 00°07'55" West along the East line of Block 38 of M. M. Smith's Subdivision as per plat thereof of 101.07 feet; thence run South 81°46'43" West along the South right of way line of the aforesaid Seaboard Coastline Railroad for a distance of 666.93 feet to the POINT OF BEGINNING.

Containing 2.268 Acres, more or less.

ABBREVIATION LISTING

PG. = PAGE
P.B. = PLAT BOOK

CERTIFICATION

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.



Arthur W. Tucker, P.L.S. 4381

4-11-03

Tinklepaugh SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tele. No. (407) 422-0857 Fax No. (407) 422-8915
LICENSED BUSINESS No. 3778

SCALE: 1" = 125'



Prepared by and Return to:

LONNIE N. GROOT, ESQUIRE
Suite 22- SunTrust Bldg.
200 West First Street
Sanford, FL 32772-4848

Parcel I.D. No.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the _____ day of _____, A. D. 2003, by THE CITY OF SANFORD, FLORIDA, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter called the First Party, to the JAMES H. DYSON and GREGORY W. DYSON, whose address is 1230 Kingston Avenue, Alexandria, Virginia 22302, and hereinafter called the Second Party.

WITNESSETH:

THAT THE FIRST PARTY, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, to-wit:

SEE EXHIBIT ATTACHED.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

~~PROVIDED, HOWEVER, that the Second Party covenants and agrees that the said property shall be perpetually used solely for park and recreational purposes. The Second Party covenants and agrees that if the said property ceases to be used for such purposes, the First Party shall have the right of reverter to reclaim the ownership of the said property at any time that the First Party shall deem desirable or expedient. The Second Party further covenants and agrees that it shall bear any and all costs and expenses relating to the reversion to the First Party.~~

delete

PROVIDED FURTHER that the property is taken "as is" by the Second Party with no warranty of fitness for any purpose being given by the First Party and the Second Party

covenants and agrees to indemnify and hold the First Party harmless relative to the condition of the property and any occurrences relating to the property.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, City Clerk

Brady Lessard, Mayor

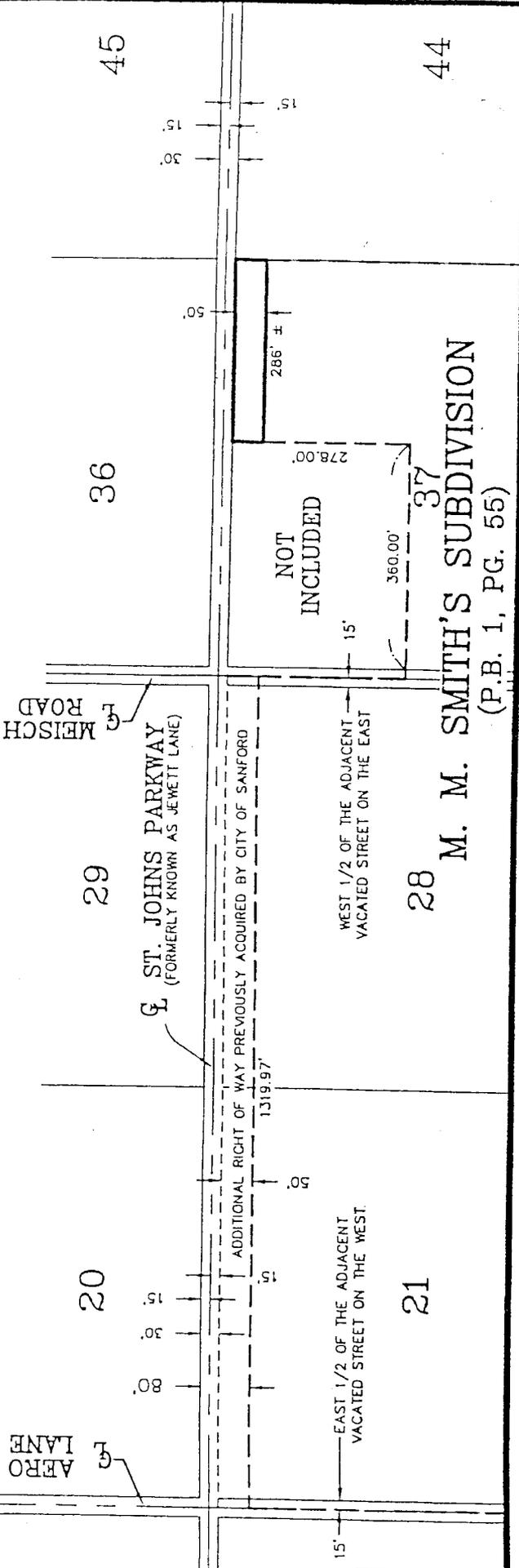
Date:

ATTEST:

I:\Lng\Cities\2003\Sanford\Quit Claim Deeds\City To Dyson 2..wpd

SKETCH OF DESCRIPTION -- NOT A SURVEY --

FILE No. SX-6968
DRAWING No. T03B27



DESCRIPTION

A portion of Section 27, Township 19 South, Range 30 East, Seminole County, Florida; being more particularly described as follows:
The North 50 feet of the following described parcel:

Block 37, M. M. Smith's Subdivision as per plat thereof as recorded in Plat Book 1, Page 55 of the Public Records of Seminole County, Florida (Less the North 278 feet of the West 360 feet and the East 1/2 of the vacated street on the West).

ABBREVIATION LISTING

O.R.B.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
P.B.	=	PLAT BOOK
P.C.	=	POINT OF CURVATURE
P.T.	=	POINT OF TANGENCY
P.C.C.	=	POINT OF COMPOUND CURVATURE
P.R.C.	=	POINT OF REVERSE CURVATURE
TAN. BRG.	=	TANGENT BEARING

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

Arthur W. Tucker
Arthur W. Tucker, P.L.S. 4381

Tinklepaugh

SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 ■ Orlando, Florida 32806
 Tele. No. (407) 422-0967 Fax No. (407) 422-6915
 LICENSED BUSINESS No. 3778

SCALE: 1" = 250'

Prepared by and Return to:

LONNIE N. GROOT, ESQUIRE
Suite 22- SunTrust Bldg.
200 West First Street
Sanford, FL 32772-4848

Parcel I.D. No.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the _____ day of _____, A. D. 2003, by THE CITY OF SANFORD, FLORIDA, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter called the First Party, to the CAROLYN P. STENSTROM, Successor Trustee, of the Stenstrom Trust, whose address is Post office Box 665, Sanford, Florida 32772, and hereinafter called the Second Party.

WITNESSETH:

THAT THE FIRST PARTY, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, to-wit:

SEE ATTACHED.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, City Clerk

Brady Lessard, Mayor

Date:

LEGAL DESCRIPTION

THAT PORTION OF THE FORMER RAIL ROAD RIGHT-OF-WAY AS SHOWN ON THE RIGHT-OF-WAY AND TRACK MAP V. 36 FLA/L. DATED JUNE 30, 1917.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SECTION 34, TOWNSHIP 19 S, RANGE 30 E, THENCE RUN N89°49'09"E A DISTANCE OF 1320.60 FEET ALONG THE NORTH LINE OF THE NW 1/4, SECTION 34 TO THE NE. CORNER OF THE NW 1/4 OF THE NW 1/4 SAID SECTION 34; THENCE RUN S00°14'00"E A DISTANCE OF 59.25 FEET ALONG THE EAST LINE OF SAID NW 1/4 OF THE NW 1/4 TO THE POINT OF BEGINNING, SAID POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER S.C.L. RAIL ROAD; THENCE CONTINUE S00°14'00"E A DISTANCE OF 60.83' ALONG SAID EAST LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 417 (SECTION 77310-2502), SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2696.48 FEET; THENCE FROM A CHORD BEARING OF S87°33'55"W RUN WESTERLY ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°54'07" A DISTANCE OF 560.13 FEET; THENCE RUN N08°23'08"W A DISTANCE OF 2.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID FORMER S.C.L. RAIL ROAD; THENCE RUN N81°35'27"E ALONG SAID NORTH LINE OF RAIL ROAD RIGHT-OF-WAY A DISTANCE OF 564.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 12142 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

<h3 style="text-align: center; margin: 0;">SURVEYOR'S NOTES</h3> <ol style="list-style-type: none"> 1. THIS IS NOT A SURVEY. 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED. 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. 4. ROAD RIGHT-OF-WAY TO BE VACATED IN THE FUTURE. 	<h3 style="text-align: center; margin: 0;">LEGEND</h3> <p>BEARINGS BASED ON :</p> <p>THE NORTH LINE OF THE NW 1/4 SECTION 34-1195-R30E</p> <p>AS BEING S89°49'09"W</p>				
REVISIONS					
					REQUESTED BY:
DATE	BY	REVISIONS			
1					
2					
3					
4					
JOB NAME: 00-039		FIELD DATE: N/A		EXHIBIT J - Page 3 of 3	
		DRAWN BY: L.W.		CHECKED BY:	

This document prepared by:
Warren Lewis, Analyst, Right-of-Way Sec.
Seminole County Engineering
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description and Drawing
Prepared Under the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
Seminole County Engineering
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2000, by and between as successor Carolyn P. Stenstrom, A/K/A Carolyn Stenstrom Trustee of that certain Trust Agreement dated November 28, 1984, whose address is c/o Stenstrom Realty, Inc. 2565 Park Drive, Sanford, Florida 32773 hereinafter called 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, the GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the GRANTEE 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, over, under, upon, and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description Attached As Exhibit "A."

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 of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, her successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance or any structures installed thereon.

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

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

WITNESSES:

(Sign) _____
Print Name:

Carolyn P. Stenstrom, A/K/A
Carolyn Stenstrom, as Successor Trustee,
Grantor

(Sign) _____
Print Name:

STATE OF FLORIDA)
) as
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by Carolyn P. Stenstrom, A/K/A Carolyn Stenstrom, as Successor Trustee of that Trust Agreement dated November 28, 1984, a Single Person, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Print Name: _____

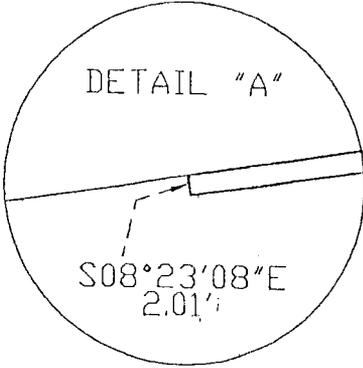
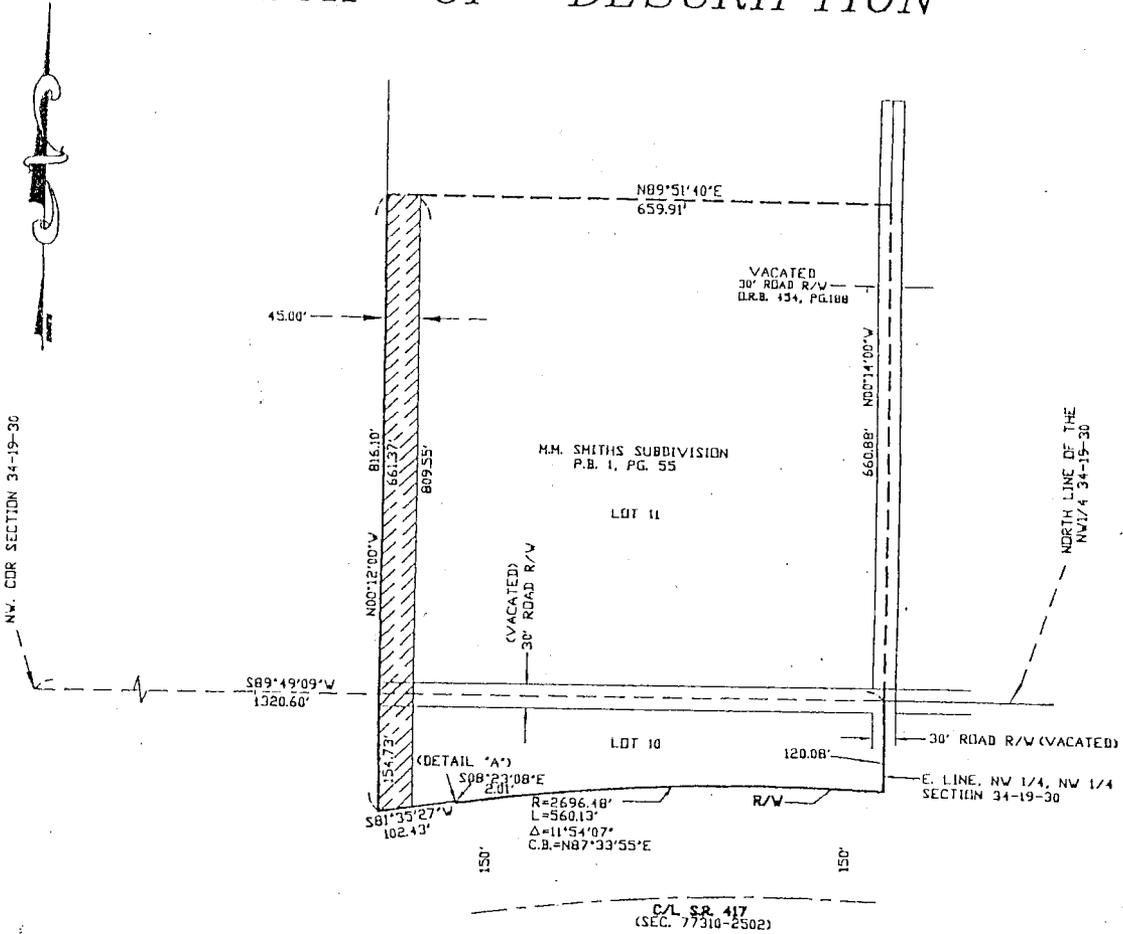
Notary Public in and for the County and State
Aforementioned

My commission expires: _____

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

County Attorney

SKETCH OF DESCRIPTION



= DRAINAGE EASEMENT

PARENT PARCEL TOTAL AREA CONTAINING 11.92 ACRES MORE OR LESS.

SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
 SURVEY SECTION
 520 W. LAKE MARY BLVD.
 SANFORD, FLORIDA 32773
 (407)665-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

GARY A. LEISE L.S. FLA. CERT. # 4723

LEGEND

- | | |
|--------------------------------|----------------------------------|
| Δ - CENTRAL ANGLE (DELTA) | PB - PLAT BOOK |
| R - RADIUS | PG - PAGE (S) |
| CB - CHORD BEARING | ORB - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD | PCL - PARCEL |
| ○ - SET IRON PIN OR PIPE | PC - POINT OF CURVATURE |
| ◦ - FOUND IRON PIN OR PIPE | PT - POINT OF TANGENCY |
| □ - SET CONCRETE MONUMENT | PI - POINT OF INTERSECTION |
| ■ - FOUND CONCRETE MONUMENT | PCC - POINT OF COMPOUND CURVE |
| P.O.B. - POINT OF BEGINNING | PRC - POINT OF REVERSE CURVE |
| P.O.C. - POINT OF COMMENCEMENT | M - MEASURED |
| P.O.T. - POINT OF TERMINATION | P - PLAT |
| R/W - RIGHT OF WAY | F - FIELD |
| D - DEED | C - CALCULATED |
| C/L - CENTERLINE | P/L - PROPERTY LINE |
| UTIL - UTILITY | ESMT - EASEMENT |

FIELD DATE: N/A
 DATE: 02/10/03

SCALE: 1" = 200'
 DRAWN BY: L.W.
 CHECKED BY:

LEGAL DESCRIPTION

THE WEST 45.00 FEET OF LOT 11 AND THE WEST 45.00 FEET OF LOT 10 LYING NORTH OF THE SEABOARD COASTLINE RAILROAD, M.M. SMITHS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA;

TOGETHER WITH THE WEST 45.00 FEET OF A 30.00 FOOT VACATED ROAD RIGHT-OF-WAY.

CONTIANING 36,577 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

<h2 style="margin: 0;">SURVEYOR'S NOTES</h2> <p style="margin: 0;">THIS IS NOT A SURVEY. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. ROAD RIGHT-OF-WAY TO BE VACATED IN THE FUTURE.</p>				<h2 style="margin: 0; text-align: center;">LEGEND</h2> <p style="margin: 0;">BEARINGS BASED ON :</p> <p style="margin: 0;">THE NORTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 34-19-30 AS BEING S82°42'02"W</p>		
REVISIONS						
	DATE	BY	REVISIONS	REQUESTED BY:		
1	3/3/03	LW	LEGAL- ADD AND WEST 45.00 FEET OF LOT 10	C.B.		
2	3/3/03	LW	DWG- MERGE R.R. PARCEL W/ 45' ESMT. DWG	C.B.		
3						
4						
JOB NAME: 00-039A		FIELD DATE: N/A	DATE: 02/18/03	SCALE: 1"=200'	DRAWN BY: L.W.	CHECKED BY:

Prepared by and return to:

Lonnie N. Groot, Esquire
Stenstrom, McIntosh, Colbert,
Whigham Reischmann & Partlow, P.A.
200 West First Street, Suite 22
Sanford, Florida 32772-4848

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANFORD AND
SEMINOLE COUNTY RELATING TO COUNTY'S AIRPORT BOULEVARD (PHASE III)
AND CITY'S ST. JOHNS PARKWAY ROAD IMPROVEMENT PROJECTS**

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into this _____ day of _____, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY".

IN CONSIDERATION of the premises and the promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by both parties, the parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to supplement the actions of the COUNTY and the CITY with regard to the implementation of the Agreement styled "Agreement Relating to St. Johns Parkway Right-of-way and County, City, Dyson and Stenstrom Properties."
2. **CONVEYANCE OF PARCEL NUMBER 200.** Upon request of the COUNTY the CITY shall provide the COUNTY with a quit-claim deed releasing to the COUNTY the CITY's interest in the property known as Parcel Number 200 of the COUNTY's Airport Boulevard, Phase III, road improvement project and described in Exhibit "A" to this MOU. The CITY shall not encumber or otherwise release or convey the said Parcel Number 200 to any other person, firm, agency or entity subsequent to the CITY's acquiring ownership over the said property.
3. **CONVEYANCE OF PARCEL INVOLVED IN RIGHT-OF-WAY SETTLEMENT.** The CITY shall provide the COUNTY with a quit-claim deed releasing to Showtime Investments, Incorporated, or such person or entity as the COUNTY may direct, the CITY's interest in the property described as a parcel beginning at the eastern boundary line of Parcel Number 200 of the COUNTY's Airport Boulevard, Phase III, road improvement project (Exhibit "A") and being the northern forty two feet (42') of the parcel described in Exhibit "B" to this MOU. The County shall hold such deed in escrow and shall release the deed to Showtime Investments, Incorporated at its

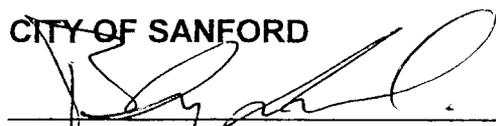
discretion. The CITY shall not encumber or otherwise release or convey the said northerly forty two feet (42') east of Parcel Number 200 to any other person, firm, agency or entity subsequent to the CITY's acquiring ownership over the said property.

IN WITNESS WHEREOF, the undersigned, by duly authorized officers or agents, have each set their respective hands, the day and year first above written.

ATTEST:


Janet R. Dougherty, City Clerk

CITY OF SANFORD


Brady Lessard, Mayor

Date

April 12, 2004

For the use and reliance of the City of Sanford only.


William L. Colbert, City Attorney

As authorized for execution by the City Commission of the City of Sanford at their April 12, 2004, 2004, regular meeting.

ATTEST:

Maryanne Morse, Clerk to the Board of County Commissioners of Seminole County, Florida

Daryl McLain, Chairman

Date

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

Robert A. McMillan, County Attorney

As authorized for execution by the Board of County Commissioners at their _____, 2004, regular meeting.

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY FEE
PROJECT: Airport Blvd., Phase III
OWNER:

R/W PARCEL NO.: 200
TAX I.D. NO.: 27-19-30-300-0050-0000-0-6
CONSULTANT:
FIDELITY FILE NO.:

A part of the property described in Official Records Book 1863, Page 251 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 27, Township 19 South, Range 30 East

described as follows:

Commencing at the Southeast corner of Section 27, Township 19 South, Range 30 East, Seminole County, Florida; thence North 89°50'00" West a distance of 1334.67 feet along the South line of Section 27 to a point on the existing West Right-of-Way line of Bevier Road; thence along said Right-of-Way line North 00°01'20" West a distance of 230.44 feet to the POINT OF BEGINNING; thence South 81°39'00" West a distance of 106.11 feet; thence North 00°00'00" East a distance of 101.07 feet; thence North 81°39'00" East a distance of 166.70 feet; thence South 00°02'36" East a distance of 101.06 feet; thence South 81°39'00" West a distance of 60.66 feet, to the POINT OF BEGINNING.

F.D.O.T PARCEL NO. 100R

PART A)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 BETWEEN SURVEY STATIONS 2136+01.56 AND 2142+19.21 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77160-2441.

AND

PART B)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 FROM SURVEY STATION 2136+01.56 EASTERLY TO A POINT 1786 FEET WEST OF THE CENTERLINE OF AIRPORT ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77310-2502.

AND

PART C)

"A PARCEL OR STRIP OF LAND AT OR NEAR SANFORD, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF GRANTOR'S FORMER TAVARES BRANCH MAIN TRACK RIGHT OF WAY, CONSTITUTING A 100 FOOT WIDE PARCEL OF LAND, BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF AIRPORT ROAD AND EXTENDING WESTERLY 1,786 FEET, MORE OR LESS, CONTAINING 4.10 AGRES, MORE OR LESS.

THE SE ¼ OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 30 EAST."

THE ABOVE LAND (PART C) BEING THE SAME AS DESCRIBED IN OFFICIAL RECORDS BOOK 1863 PAGE 0251, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Document Prepared by:
Stephen P. Lee
Deputy County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32771

C O U N T Y D E E D

F.D.O.T. Parcel No. 100
Section 77310-2502 & 77160-2441
County of Seminole, Florida

THIS DEED is made this _____ day of _____, 2004, by 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 **GRANTOR**, and the City of Sanford, Florida, a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR**, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to **GRANTEE**, its heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

F.D.O.T PARCEL NO. 100

F.D.O.T. Section 77310-2502 & 77160-2441

See Exhibit "A", attached hereto and made a part hereof – said property being the same as shown in that certain Public Purpose Quitclaim Deed, dated January 14, 1999, and recorded in Official Records Book 3713, Pages 1221 thru 1224.

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals, and metals that are or may be in, on or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is the **GRANTEE** is a Municipality of the State Florida, which Municipality therefore loses no rights by such release.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:

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

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

By: _____
DARYL G. McLAIN, 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 _____,
2004, regular meeting.



County Attorney

EXHIBIT "A"

F.D.O.T PARCEL NO. 100R

PART A)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 BETWEEN SURVEY STATIONS 2136+01.56 AND 2142+19.21 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77160-2441.

AND

PART B)

THAT PORTION OF THE ABANDONED CSX RAILROAD RIGHT-OF-WAY AS DESCRIBED IN PARCEL 1 (TAVARES BRANCH) OF THE QUIT CLAIM DEED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY, DATED SEPTEMBER 19, 1986 AND RECORDED IN OFFICIAL RECORDS BOOK 1774, PAGE 1361, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING OUTSIDE OF THE LIMITED ACCESS RIGHT-OF-WAY LINE FOR STATE ROAD 417 FROM SURVEY STATION 2136+01.56 EASTERLY TO A POINT 1786 FEET WEST OF THE CENTERLINE OF AIRPORT ROAD AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77310-2502.

AND

PART C)

"A PARCEL OR STRIP OF LAND AT OR NEAR SANFORD, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF GRANTOR'S FORMER TAVARES BRANCH MAIN TRACK RIGHT OF WAY, CONSTITUTING A 100 FOOT WIDE PARCEL OF LAND, BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF AIRPORT ROAD AND EXTENDING WESTERLY 1,786 FEET, MORE OR LESS, CONTAINING 4.10 ACRES, MORE OR LESS.

THE SE ¼ OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 30 EAST."

THE ABOVE LAND (PART C) BEING THE SAME AS DESCRIBED IN OFFICIAL RECORDS BOOK 1863 PAGE 0251, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.