



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners
THROUGH: Stephen P. Lee, Deputy County Attorney
FROM: Lynn Vouis, Assistant County Attorney
CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Kathleen Myer, Principal Engineer/Major Projects
DATE: May 22, 2003
RE: Purchase Agreement Acquisition Authorization
Lake Emma Road
Parcel Nos. 125/725/825
Owners: Roosevelt and Zsu Zsa Rastegar

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 125/725/825 on the Lake Emma Road project in the amount of \$75,000.00, inclusive of all fees, costs and expenses.

I THE PROPERTY

A. Location Data

The parent tract lies on the southwest corner of Lake Emma Road and Technology Park, in Seminole County Florida.

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

B. Address

650 Technology Park, Lake Mary, Florida 32746

II AUTHORITY TO ACQUIRE

The Board of County Commissioners adopted Resolution No. 2002-R-56 on April 9, 2002, authorizing the acquisition of property from this parent tract for improvements to Lake Emma Road and finding that the Lake Emma Road project was necessary and served a public purpose and is in the best interest of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The parent tract is 3.39 acres and is improved with a large printing business called "Four Graphics, Inc.". Initially, the acquisition was for the entire 3.39 acres for a retention pond. The County passed a resolution of necessity, and had an appraisal report prepared. Before the County purchased the property or filed suit to acquire it, the owners proceeded to develop the site with the building that is located there now. The County, in order to reduce costs, relocated the retention pond to another parcel. This 3.31 acre parcel was deleted from the plans.

The revised plans required a fee simple acquisition of 4,200 square feet. This was a strip take, approximately 14 feet in depth along the entire frontage of the property, encompassing landscaping and signage. The County passed a resolution of necessity for this acquisition, and had an appraisal report prepared. The County's appraised value was \$59,900.00. The County tendered a BCC approved binding written offer to the property owners in the amount of \$68,885.00. The owners countered at \$85,400.00, exclusive of attorney's fees and costs. County staff rejected that offer. At this point, the County's engineering consultant decided the plans could be modified to eliminate the entire fee simple acquisition by building a retaining wall with a handrail on 185 feet of the 420 feet of frontage. On that basis, the Engineering Division deleted the Parcel from the project.

Subsequent to deletion of this parcel, it was pointed out by the property owners' engineering expert that the County would still need a corner clip on the northwest corner of the property in order to establish the required handicap ramp access to the existing sidewalk on Technology Park adjacent to the site. The sidewalk connection is necessary to comply with the Americans with Disabilities Act (ADA). They also opined that a temporary construction easement would be necessary to build the retaining wall and handrail. County staff agreed that these acquisitions would still be necessary.

The property owners proposed that the County acquire the necessary corner clip and temporary easement, as well as a permanent slope easement so that the County would not have to construct the retaining wall and handrail. The property owners feel very strongly that the proposed retaining wall will have a detrimental effect on the aesthetics of their property. The property owners demanded \$68,885.00, the amount of the original binding written offer, plus additional attorney's fees and costs. A proposed settlement was reached with the owners for \$55,000.00, plus \$20,000.00 for all fees and costs.

IV APPRAISED VALUES

The proposed acquisitions consist of a corner clip of 88 square feet, a permanent slope easement of 186 square feet, and a temporary construction easement of 2,036 square feet. An appraisal of the revised proposed acquisitions was not prepared, in order to save costs. By using the per square foot value in the County's previous appraisal (\$3.99 per sf), a value of \$1,019.14 can be approximated for the fee take and

permanent easement, and about \$3,500.00 for the temporary easement. About the same amount of the extensive landscape buffer will be destroyed under the proposed scenario as in the previous fee take. Replacement costs for the landscaping and irrigation and other miscellaneous improvements is estimated at \$32,909.00. Thus, the estimated value of the area and interests to be acquired is about \$37,000.00, exclusive of attorney's fees and expert's costs which would likely be substantial due to the amount of time this acquisition has required and the several revisions to the plans.

V BINDING OFFERS/NEGOTIATIONS

See explanation above.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

Staff recommends this settlement as a very reasonable one based upon benefits both to the County and the property owner as well as cost avoidance.

If the County does not settle with the property owners under these parameters, it will have to condemn the corner clip easement and the temporary construction easement. The existing construction plans would have to be redesigned again, and another set of appraisals obtained at the County's expense. The property owners would probably not be very cooperative at that point, so an Order of Taking hearing would have to be held with expert testimony on both sides, paid for by the County.

The benefits to the County of settlement at this time include:

- Savings of approximately \$56,000.00, which is the County's estimate of the cost of building the retaining wall and handrail.
- The County will be able to build the project in accordance with Federal ADA standards without additional redesign.
- The County will not have to incur the additional costs of redesigning the plans to include additional necessary takings.
- The County will not have to incur additional appraisal fees for these parcels.
- The County will not have to proceed with condemnation as to the necessary parcels, and will not have to pay associated costs for service of process, publication and expert testimony.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$75,000.00, inclusive of all costs and expenses.

LV/sb

Attachments:

Location Map (Exhibit A)

Sketches (Exhibit B)

Purchase Agreement (Exhibit C)

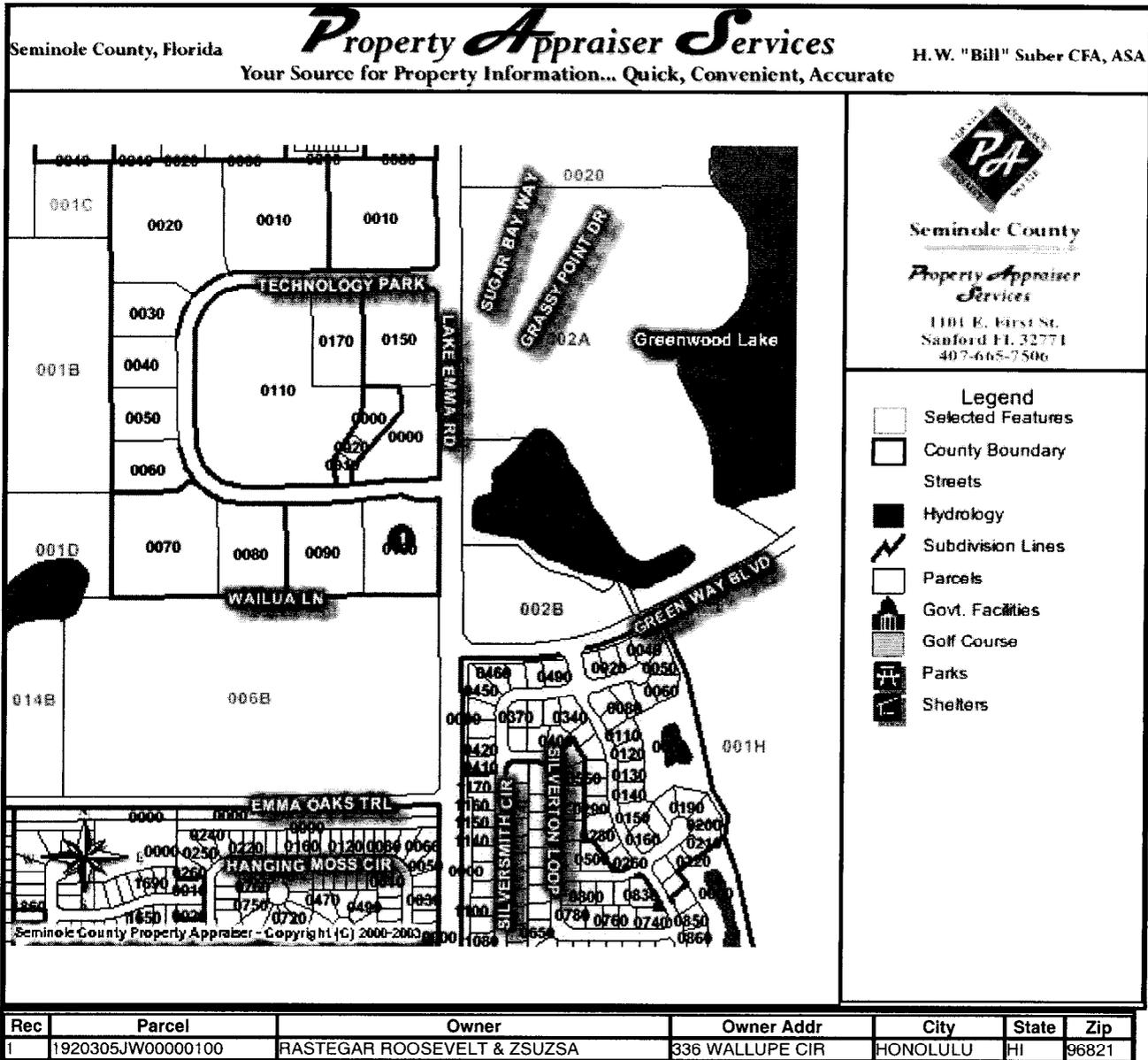


EXHIBIT A

SKETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 10, RUN THENCE N89°47'39"W A DISTANCE OF 2.00 FEET; THENCE N00°09'52"E A DISTANCE OF 93.15 FEET; THENCE S89°47'39"E A DISTANCE OF 2.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, THENCE S00°09'52"W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 93.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 186 SQUARE FEET MORE OR LESS.

LOT 10

N 00°09'52" E 93.15'

S 00°09'52" W 93.15'

2' SLOPE EASEMENT

WEST R/W LINE

LAKE EMMA ROAD
 (100' R/W)

P.O.B
 SE CORNER LOT 10



LINE CHART
 L1 N89°47'39" W 2.00'
 L2 S89°47'39" E 2.00'

EXHIBIT B

NOT PLATTED

THIS SKETCH IS NOT A BOUNDARY SURVEY.

CF# SC37-61LOT10ESMT

DATE: APRIL 1, 2003

SCALE: 1" = 10'

DRAWN BY: NB

PREPARED FOR: TIPTON & ASSOCIATES

BEARING STRUCTURE BASED ON WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD.

REVISIONS:

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 81017-B, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. DATE: 4-1-03

Frank A. Raymond
 FRANK A. RAYMOND PLS 4007

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

ACCURIGHT SURVEYS
 of Orlando Inc., LB 4475
 2012 E. Robinson St.
 Orlando, Florida 32803
 (407) 894-6314

| LEGEND | |
|---------|----------------------------|
| CALC | - CALCULATED |
| CLF | - CHAIN LINK FENCE |
| CONC | - CONCRETE |
| CONC | - CONCRETE MONUMENT |
| CP | - CONCRETE PAD |
| CP | - COVERED |
| CP | - CONCRETE WALKWAY |
| CA | - CENTRAL ANGLE |
| DR | - DRIVEWAY |
| ESMT | - EASEMENT |
| EDG | - EDGE OF PAVEMENT |
| FFE | - FINISHED FLOOR ELEVATION |
| IP | - IRON PIPE |
| IR | - IRON ROD |
| MEAS | - MEASURED |
| MB | - METAL SHED |
| PC | - POINT OF BEGINNING |
| PC | - POINT OF COMMENCEMENT |
| PC | - POINT OF CURVATURE |
| PC | - PLAT & MEASURED |
| R | - RADIUS |
| R/W | - RIGHT OF WAY |
| UB | - UTILITY BOX |
| UE | - UTILITY EASEMENT |
| CBW | - CONCRETE BLOCK WALL |
| CM | - CONCRETE MONUMENT |
| COVD | - COVERED |
| CK | - CORRUGATED METAL ROOF |
| DE | - DRAINAGE EASEMENT |
| ESMT | - EASEMENT |
| FFE | - FINISHED FLOOR ELEVATION |
| IP | - IRON PIPE |
| L | - ARC LENGTH |
| MB | - METAL SHED |
| ON LINE | - ON LINE |
| PC | - POINT OF COMMENCEMENT |
| PC | - POINT OF CURVATURE |
| R/W | - RIGHT OF WAY |
| UB | - UTILITY BOX |
| WF | - WOOD FENCE |

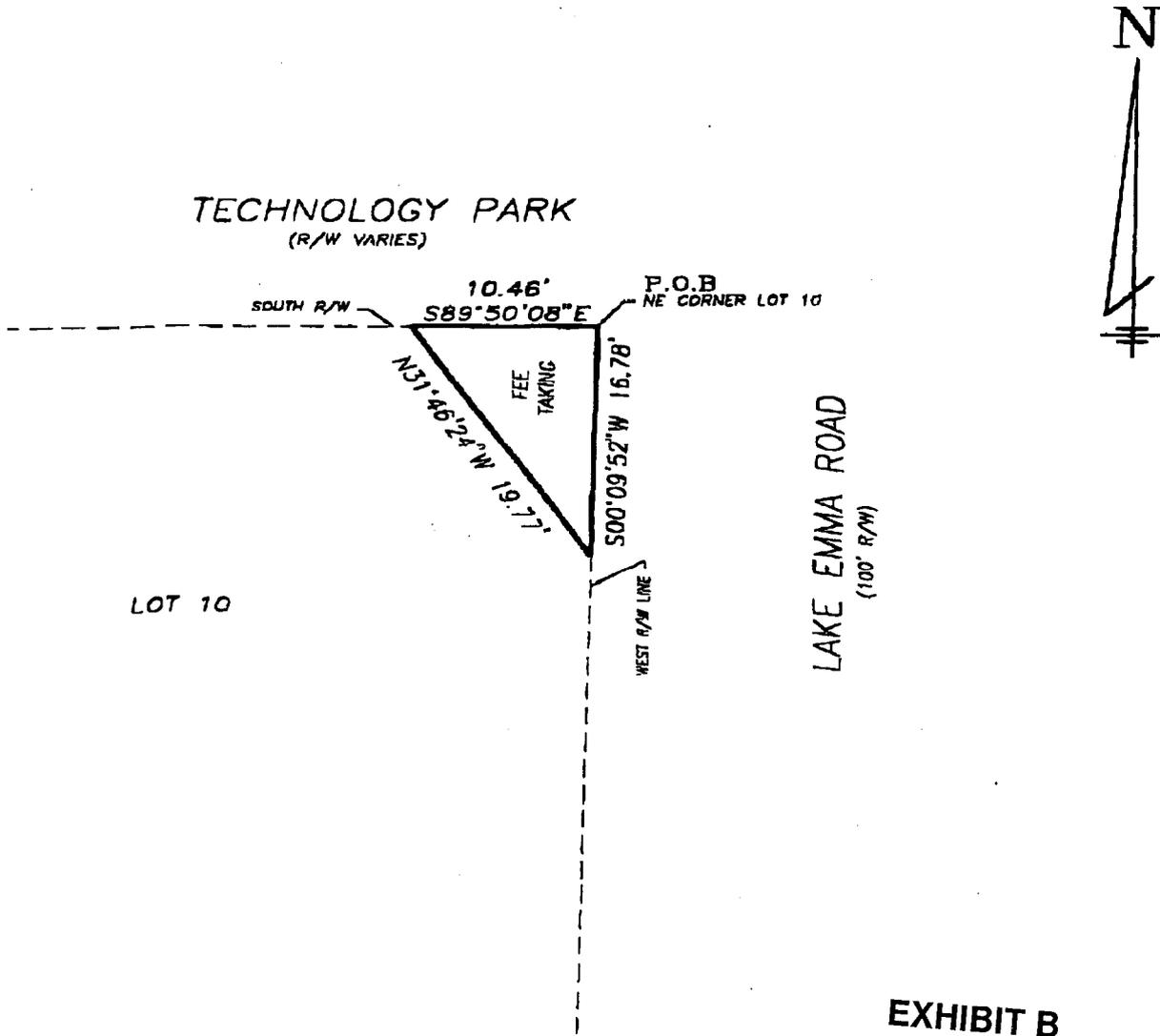
SKETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 10, RUN THENCE S00°09'52"W ALONG THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, A DISTANCE OF 16.78 FEET; THENCE N31°46'24"W A DISTANCE OF 19.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TECHNOLOGY PARK; THENCE S89°50'08"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 88 SQUARE FEET MORE OR LESS.



LOT 10

TECHNOLOGY PARK
 (R/W VARIES)

F.O.B.
 NE CORNER LOT 10

LAKE EMMA ROAD
 (100' R/W)

EXHIBIT B

THIS SKETCH IS NOT A BOUNDARY SURVEY.

CF# SC37-61LOT10ESM1
 DATE: APRIL 1, 2003
 SCALE: 1" = 10'
 DRAWN BY: NB

PREPARED FOR: TIPTON & ASSOCIATES

REVISIONS:

BEARING STRUCTURE BASED ON: WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD.

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G17-6, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
 DATE: 2-1-03

ACCURIGHT SURVEYS
 of Orlando Inc., LB 4475
 2012 E. Robinson St.
 Orlando, Florida 32803
 (407) 894-6314

| LEGEND | | | |
|--------|----------------------|------|----------------------------|
| CLC | - CALCULATED | CBW | - CONCRETE BLOCK WALL |
| CLF | - CHAIN LINK FENCE | CM | - CONCRETE MONUMENT |
| CONC | - CONCRETE | CONC | - CONCRETE |
| CP | - CONCRETE PAD | CMW | - CONCRETE WALKWAY |
| CA | - CENTRAL ANGLE | DE | - DRAINAGE EASEMENT |
| DW | - DRIVEWAY | EBMT | - EASEMENT |
| E/P | - EDGE OF PAVEMENT | FTE | - FINISHED FLOOR ELEVATION |
| FPD | - FOUND | IP | - IRON PIPE |
| IR | - IRON ROD | L | - ARC LENGTH |
| MEAS | - MEASURED | MS | - METAL SHED |
| M&D | - NAIL & DISK | OL | - ON LINE |
| PC | - POINT OF CURVATURE | P&M | - PLAT & MEASURED |
| PGB | - POINT OF BEGINNING | POC | - POINT OF COMMENCEMENT |
| R | - RADII | R/W | - RIGHT OF WAY |
| T | - TYPICAL | UB | - UTILITY BOX |
| UE | - UTILITY EASEMENT | WF | - WOOD FENCE |

Frank A. Raymond
 FRANK A. RAYMOND PLS 4003
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION

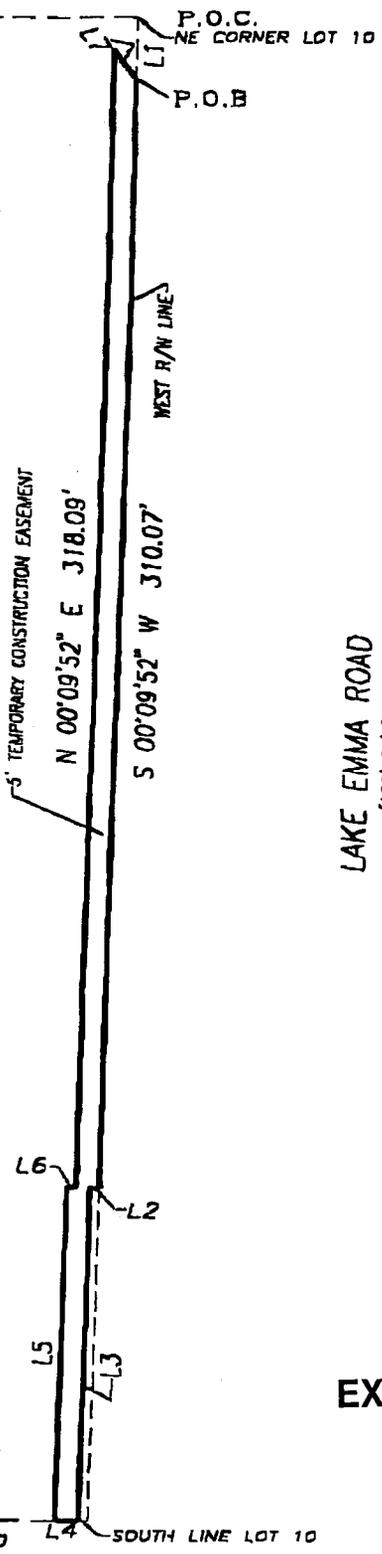
DESCRIPTION

LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 10, RUN THENCE S00°09'52"W ALONG THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, A DISTANCE OF 16.78 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°09'52"W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 310.07 FEET; THENCE N89°47'39"W A DISTANCE OF 2.00 FEET; THENCE S00°09'52"W A DISTANCE OF 93.15 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N89°47'39"W ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N00°09'52"E A DISTANCE OF 93.15 FEET; THENCE S89°47'39"E A DISTANCE OF 2.00 FEET; THENCE N00°09'52"E A DISTANCE OF 318.09 FEET; THENCE S31°46'24"E A DISTANCE OF 9.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 2036 SQUARE FEET MORE OR LESS.

LOT 10



| LINE | CHART | W | W | W | W | W | W |
|------|-----------|--------|---|---|---|---|---|
| SS | 00°09'52" | 16.78' | | | | | |
| SS | 00°09'52" | 2.00' | | | | | |
| SS | 00°09'52" | 93.15' | | | | | |
| SS | 00°09'52" | 5.00' | | | | | |
| SS | 00°09'52" | 93.15' | | | | | |
| SS | 89°47'39" | 2.00' | | | | | |
| SS | 31°46'24" | 9.45' | | | | | |

EXHIBIT B

THIS SKETCH IS NOT A BOUNDARY SURVEY.

CF# SC37-61LOT10ESM
 DATE: APRIL 1, 2003
 SCALE: 1" = 40'
 DRAWN BY: NB
 PREPARED FOR: TIPTON & ASSOCIATES
 BEARING STRUCTURE BASED ON: WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD.

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 11C17-6, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
 DATE: 4-1-03

Frank A. Raymond
 FRANK A. RAYMOND PLS 4009
 "NO SEAL WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

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| LEGEND | | | |
|--------|----------------------|------|----------------------------|
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| CLF | - CHAIN LINK FENCE | CM | - CONCRETE MONUMENT |
| CONC | - CONCRETE | CONC | - CONCRETE |
| CONC | - CONCRETE PAD | CR | - CONCRETE CURB |
| CA | - CENTRAL ANGLE | DE | - DRAINAGE EASEMENT |
| DR | - DRIVEWAY | ESWT | - EASEMENT |
| EP | - EDGE OF PAVEMENT | FFL | - FINISHED FLOOR ELEVATION |
| FP | - FOUND | IP | - IRON PIPE |
| IR | - IRON ROD | L | - ARC LENGTH |
| M | - MEASURED | MS | - METAL SHEET |
| M&D | - NAIL & DISK | DL | - DN LINE |
| PC | - POINT OF CURVATURE | PM | - PLAT # MEASURED |
| PB | - POINT OF BEGINNING | POC | - POINT OF COMMENCEMENT |
| R | - RADIUS | R/W | - RIGHT OF WAY |
| UT | - UTILITY | UB | - UTILITY BOX |
| UK | - UTILITY EASEMENT | WF | - WOOD FENCE |

COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

PURCHASE AGREEMENT

FEE SIMPLE RIGHT-OF-WAY, PERMANENT SLOPE EASEMENT, AND
TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made and entered into this 22nd day of may, 2003, by and between **ROOSEVELT RASTEGAR AND ZSU ZSA RASTEGAR**, whose address is 336 Wailupe Circle, Honolulu, Hawaii 96821, hereinafter referred to as "OWNERS," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County and the COUNTY further acknowledges that this sale is under threat of and is in lieu of condemnation;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNERS hereby agree to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

(SEE ATTACHED COMPOSITE EXHIBIT "A")

II. PURCHASE PRICE

- (a) OWNERS agree to sell and convey the property described in Composite Exhibit "A," attached hereto of the above referenced project by Warranty Deed, and in Exhibit "B" by Permanent Slope Easement, and in Exhibit "C" by Temporary Construction Easement for a period of five (5) years, beginning with the date of commencement of construction, free of liens and encumbrances except easements and restrictions of record, to the COUNTY for the sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000), which includes all compensation, attorney's fees, experts' fees, and costs. The amount of compensation paid by the COUNTY for the property acquired is Fifty-Five Thousand and 00/100 Dollars (\$55,000).

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COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

- (b) COUNTY shall be responsible for all closing costs including documentary stamps (if required) on the Warranty Deed, Permanent Slope Easement, Temporary Construction Easement, and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice, as well as the fees of COUNTY's counsel in preparing the necessary closing documents.
- (c) OWNERS shall be responsible only for the cost to record instruments necessary to provide clear title to the COUNTY, free and clear of all liens and encumbrances except easements and restrictions of record, and the OWNERS' share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNERS.
- (d) OWNERS agree that the purchase price stated in paragraph II (a) above is inclusive of all attorney's fees, experts' fees, and costs whatsoever for the purchase of the previously described property.
- (e) OWNERS covenant that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNERS.

III. CONDITIONS

- (a) COUNTY shall have all closing documents necessary to complete the above purchase and sale prepared within forty-five (45) days of date on which OWNERS execute this Purchase Agreement and deliver those documents to counsel for OWNERS within said forty-five (45) day period for execution by OWNERS. COUNTY shall deliver to COUNTY's counsel and OWNERS' counsel a fully executed copy of this Purchase Agreement within forty-five (45) days of the date on which OWNERS execute this Purchase Agreement. The OWNERS agree to execute and return to the COUNTY's counsel the closing documents within thirty (30) days of receipt thereof by OWNERS' counsel. Within thirty (30) days of OWNERS' delivery of the properly executed documents to the COUNTY's counsel, COUNTY shall pay to the OWNERS the sum as described in Item II above.

COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

- (b) Notices shall be sent by certified mail, return receipt requested, to the following addresses:

To the County:

Daryl G. McLain, Chairman
Seminole County
1101 E First Street
Sanford, Florida 32771

With a copy to:

Lynn Vous, Esquire
County Attorney's Office
Reflections Building
520 West Lake Mary Boulevard
Sanford, Florida 32771

To the Owners:

Roosevelt and Zsu Zsa Rastegar
336 Wailupe Circle
Honolulu, Hawaii 96821

With a copy to:

Kent L. Hipp, Esquire
Gray, Harris & Robinson, P.A.
P. O. Box 3608
Orlando, Florida 32802

- (c) The OWNERS represent that, to the best of their knowledge and belief, there are no hazardous wastes, or other forms of environmental contamination, located in, on or upon the property being acquired by the COUNTY.
- (d) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other covenants common in a Special Warranty Deed and a Temporary Construction Easement, also include the covenant of further assurances.

RRH

COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

- (e) The OWNERS shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.
- (f) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase and Sale Agreement or difficulties occur in the issuance of a title insurance commitment, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described, except for reasonable attorneys' fees for OWNERS' legal counsel to review all necessary papers and pleadings in order to preserve OWNERS' rights hereunder. The OWNERS agree that, in accordance with any request made by the COUNTY, the OWNERS shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNERS agree not to oppose the COUNTY's condemnation proceedings for the property described in the exhibits attached hereto for the total sum specified in Paragraph II(a) above.
- (g) The OWNERS, may, however, assert their rights against other claimants in apportionment proceedings including entitlement to supplemental statutory fees in connection therewith.
- (h) The OWNERS state that they have not engaged in any action that would create a conflict of interest in the performance of OWNERS' obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

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

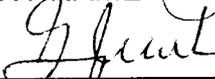
WITNESSES:



SIGNATURE

Li Gonzalez

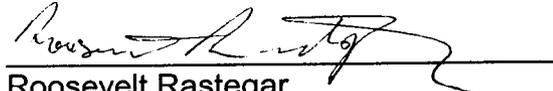
PRINT NAME



SIGNATURE

Gayle M. Ishii

PRINT NAME



Roosevelt Rastegar

ADDRESS: 336 WAIKUPE CIR.
HONOLULU, HI 96821

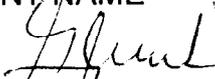
WITNESSES:



SIGNATURE

Li Gonzalez

PRINT NAME



SIGNATURE

Gayle M. Ishii

PRINT NAME



Zsu Zsa Rastegar

ADDRESS: 336 WAIKUPE CIR.
HONOLULU, HI 96821

COMPOSITE EXHIBIT C

Roosevelt and Zsu Zsa Rastegar
Lake Emma Road Improvement Project
Parcel No. 125

ATTEST:

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

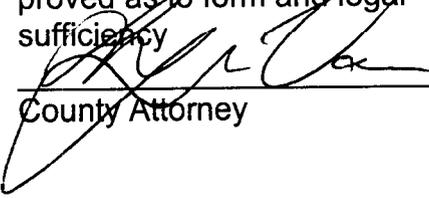
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BY: _____
DARYL G. McLAIN, Chariman

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

COMPOSITE EXHIBIT C

This instrument prepared by:
Kent L. Hipp, Esquire
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Property Appraisers Parcel ID Number:
Portion of 20-30-19-5JW-0000-0100

WARRANTY DEED

THIS WARRANTY DEED made the 22ND day of May, 2003, by Roosevelt Rastegar and Zsu Zsa Rastegar, husband and wife, whose address is 336 Wailupe Circle, Honolulu, Hawaii 96821 (hereinafter referred to as "Grantors") to Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "Grantee"):

[Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH: That the Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Seminole County, Florida:

See Exhibit "A" attached hereto and incorporated herein (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyways appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

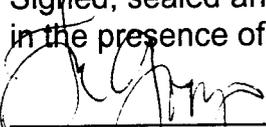
Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

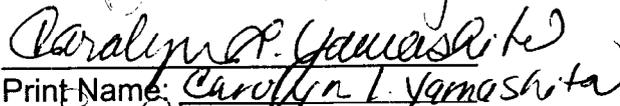
1. Ad valorem real property taxes for the year 2003 and any taxes or assessments levied or assessed against the Property subsequent to the date hereof.

COMPOSITE EXHIBIT C

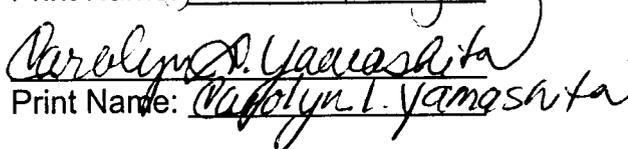
IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Print Name: Li Gon Zang


Print Name: Carolyn L. Yamashita


Print Name: Li Gon Zang


Print Name: Carolyn L. Yamashita

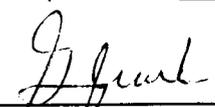
GRANTORS:


Roosevelt Rastegar


Zsu Zsa Rastegar

City STATE OF HAWAII
COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Roosevelt Rastegar, who is personally known to me or produced Hawaii Driver's Lic as identification and who did/~~did not~~ take an oath.


Signature of Notary Public
GAYLE M. ISHII

(Print Notary Name)
My Commission Expires: 2/1/06
Commission No.: 82-76

Personally known, or
 Produced Identification
Type of Identification Produced

us
AFFIX NOTARY STAMP

COMPOSITE EXHIBIT C

City STATE OF HAWAII
COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Zsu Zsa Rastegar who is personally known to me or produced Hawaii Driver's Lic as identification and who did/~~did not~~ take an oath..

G. Ishii

Signature of Notary Public

GAYLE M. ISHII

(Print Notary Name)

My Commission Expires: 7/06

Commission No.: 82-76

Personally known, or

Produced Identification

Type of Identification Produced

us
AFFIX NOTARY STAMP

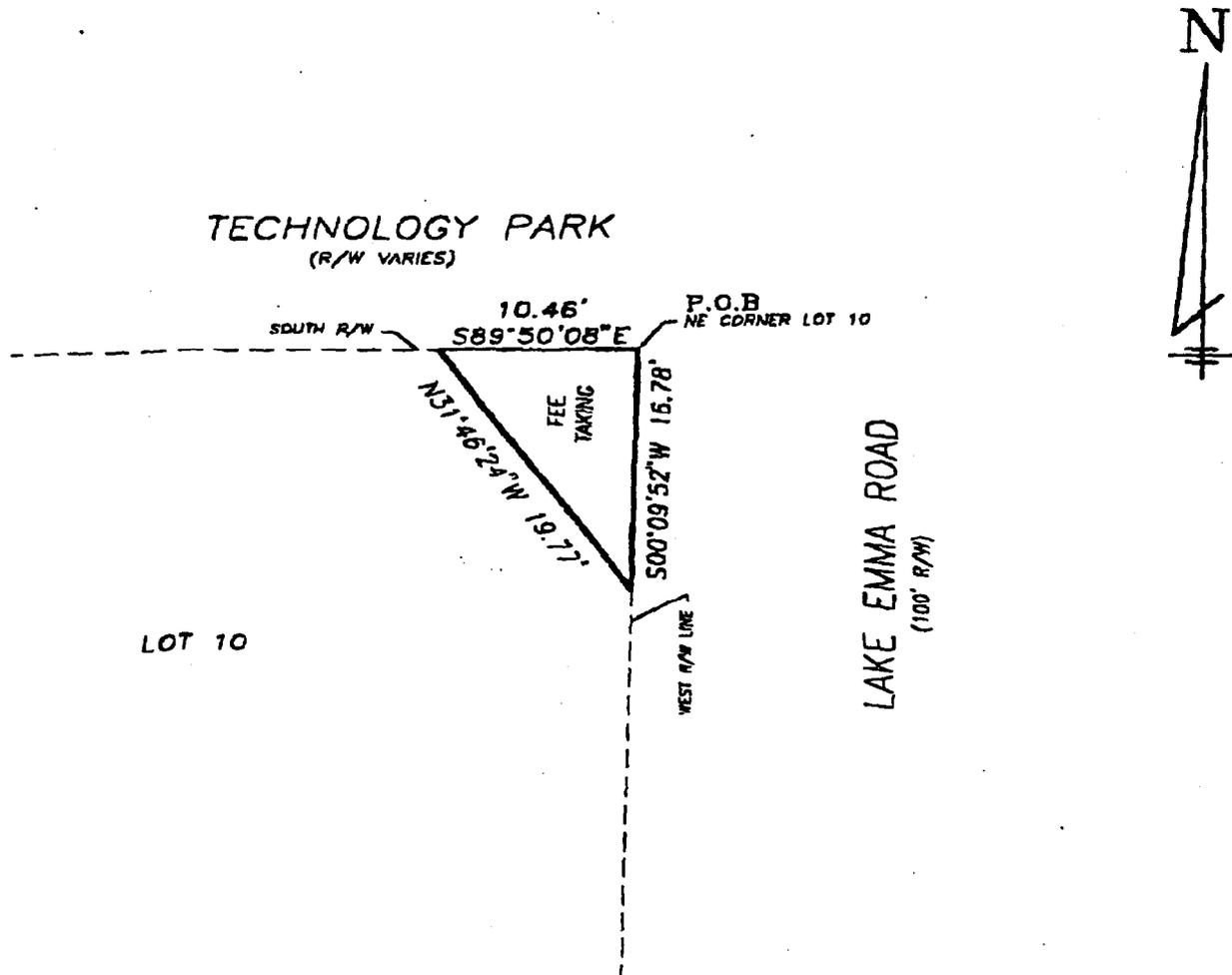
Note to recording department: This document has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein, and therefore is exempt from documentary stamp tax. See Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993).

KETCH OF DESCRIPTION DESCRIPTION

A PORTION OF LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 10, RUN THENCE $500^{\circ}09'52''W$ ALONG THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, A DISTANCE OF 16.78 FEET; THENCE $N31^{\circ}46'24''W$ A DISTANCE OF 19.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TECHNOLOGY PARK; THENCE $S89^{\circ}50'08''E$ ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 88 SQUARE FEET MORE OR LESS.



COMPOSITE EXHIBIT A TO PURCHASE AGREEMENT

THIS SKETCH IS NOT A BOUNDARY SURVEY.

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CF# 5037-81LOT10ESMT | PREPARED FOR: TIPTON & ASSOCIATES | REVISIONS: |
| DATE: APRIL 1, 2003 | BEARING STRUCTURE BASED ON WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD. | |
| SCALE: 1" = 10' | | |
| DRAWN BY: NB | | |
| THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 81G17-6, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES. DATE: 4-1-03 | <p>ACCURIGHT SURVEYS of Orlando Inc., LB 4475 2012 E. Robinson St. Orlando, Florida 32803 (407) 894-6314</p> | <p>LEGEND</p> <ul style="list-style-type: none"> CBW - CONCRETE BLOCK WALL CM - CONCRETE MONUMENT CDW - CONCRETE CP - CONCRETE PAD CE - CONCRETE WALKWAY DE - DRAINAGE EASEMENT EW - EASEMENT FTE - FINISHED FLOOR ELEVATION HP - HIGH PIPE L - ARC LENGTH MS - METAL SPOD OL - ON LINE PLM - PLAT & MEASURED POC - POINT OF COMMENCEMENT R/W - RIGHT OF WAY UB - UTILITY BOX WF - WOOD FENCE |
| <p><i>Frank A. Raymond</i> FRANK A. RAYMOND PLS 4003</p> <p>*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.*</p> | | |

RR
ZR

COMPOSITE EXHIBIT C

This instrument prepared by:
Kent L. Hipp, Esquire
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

Property Appraisers Parcel ID Number:
Portion of 20-30-19-5JW-0000-0100

PERMANENT SLOPE EASEMENT

~~MAY~~ This Permanent Slope Easement ("Easement") is made this 22nd day of ~~March~~, 2003, by and between ROOSEVELT RASTEGAR and ZSU ZSA RASTEGAR, husband and wife, (hereinafter "Grantors") whose address is 336 Wailupe Circle, Honolulu, Hawaii 96821 and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, its successors and/or assigns (hereinafter "Grantee").

WITNESSETH:

Grantors for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, do grant unto Grantee, an easement for the purpose of constructing and maintaining a slope over, across, and on, the lands of Grantor, situated in Seminole County, Florida, and described on the attached Exhibit "A" incorporated herein by this reference (the "Property"), for the purpose of harmonizing and tying in the County's Lake Emma Road right of way to the Grantors' remaining property. Upon completion of the County's project, Grantee shall restore the surface of the easement area in as good of condition as it was at the time of conveyance.

This Easement is a non-exclusive easement for the purposes as set forth herein and Grantors retain all other rights for the use of the Property. The Property is subject to all matters of record, the retained rights of Grantors and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose.

TO HAVE AND TO HOLD the same unto Grantee and, except as provided herein, Grantors will defend the title to said lands against all persons claiming by, through or under Grantee.

COMPOSITE EXHIBIT C

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed in their name.

Signed, sealed and delivered in the presence of:

GRANTORS:

[Signature]
 Print Name: Li Gonzalez

[Signature]
 Print Name: Carolyn L. Yamashita

[Signature]
 Print Name: Li Gonzalez

[Signature]
 Print Name: Carolyn L. Yamashita

[Signature]
 Roosevelt Rastegar

[Signature]
 Zsu Zsa Rastegar

City+ STATE OF HAWAII
 COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Roosevelt Rastegar, who is personally known to me or produced Hawaii Drivers Lic as identification and who did/~~did not~~ take an oath..

[Signature]
 Signature of Notary Public

ll
 AFFIX NOTARY STAMP

GAYLE M. ISHII
 (Print Notary Name)
 My Commission Expires: 2/7/06
 Commission No.: 82-76
 Personally known, or
 Produced Identification
 Type of Identification Produced

COMPOSITE EXHIBIT C

STATE OF HAWAII
City COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Zsu Zsa Rastegar, who is personally known to me or produced Hawaii Drivers Lic as identification and who did/~~did not~~ take an oath.

Signature of Notary Public

GAYLE M. ISHII

(Print Notary Name)

My Commission Expires: 2/7/06

Commission No.: 82-76

Personally known, or

Produced Identification

Type of Identification Produced

LS
AFFIX NOTARY STAMP

COMPOSITE EXHIBIT B TO PURCHASE AGREEMENT

Note to recording department: This document has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein, and therefore is exempt from documentary stamp tax. See Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993).

AR 76

COMPOSITE EXHIBIT C

KETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 10, RUN, THENCE N89°47'39"W A DISTANCE OF 2.00 FEET; THENCE N00°09'52"E A DISTANCE OF 93.15 FEET; THENCE S89°47'39"E A DISTANCE OF 2.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, THENCE S00°09'52"W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 93.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 186 SQUARE FEET MORE OR LESS.

LOT 10

N 00°09'52" E 93.15'

S 00°09'52" W 93.15'

LAKE EMMA ROAD
(100' R/W)

2' SLOPE EASEMENT

WEST R/W LINE

P.O.B
SE CORNER LOT 10

L1

LINE CHART
L1 N89°47'39"W 2.00'
L2 S89°47'39"E 2.00'



NOT PLATTED

THIS SKETCH IS NOT A BOUNDARY S

COMPOSITE EXHIBIT B TO PURCHASE AGREEMENT

CF# SC37-6110110ESMT
DATE: APRIL 1, 2003
SCALE: 1" = 10'
DRAWN BY: NR

PREPARED FOR: TIPTON & ASSOCIATES
BEARING STRUCTURE BASED ON: WEST RIGHT OF WAY LINE OF LAKE

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61017-8, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
DATE: 4-1-03

Frank A. Raymond
FRANK A. RAYMOND PLS 4007

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

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

- CALL - CALCULATED
- CLF - CHAIN LINK FENCE
- CONC - CONCRETE
- CONC PAD - CONCRETE PAD
- CENTRAL ANGLE - CENTRAL ANGLE
- DRIVEWAY - DRIVEWAY
- EDGE OF PAVEMENT - EDGE OF PAVEMENT
- FOUND - FOUND
- IRON ROD - IRON ROD
- MEAS - MEASURED
- NAIL & DIRT - NAIL & DIRT
- POINT OF CURVATURE - POINT OF CURVATURE
- POINT OF BEGINNING - POINT OF BEGINNING
- RADIUS - RADIUS
- TYPICAL - TYPICAL
- UTILITY EASEMENT - UTILITY EASEMENT
- CONC - CONCRETE BLOCK WALL
- CONC - CONCRETE MONUMENT
- CONC - COVERED
- CONC - CONCRETE WALKWAY
- CONC - CONCRETE EASEMENT
- ESMT - EASEMENT
- FFE - FINISHED FLOOR ELEVATION
- IRON PIPE - IRON PIPE
- L - ARC LENGTH
- MS - METAL SHED
- ON LINE - ON LINE
- PLAN - PLAN & MEASURED
- POINT OF COMMENCEMENT - POINT OF COMMENCEMENT
- RIGHT OF WAY - RIGHT OF WAY
- UTILITY BOX - UTILITY BOX
- WOOD FENCE - WOOD FENCE

RR JR

This instrument prepared by:
Kent L. Hipp, Esquire
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880
Property Appraisers Parcel ID Number:
Portion of 20-30-19-5JW-0000-0100

COMPOSITE EXHIBIT C

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT is entered into this 22ND day of MAY, 2003, between Roosevelt Rastegar and Zsu Zsa Rastegar, whose address is 336 Wailupe Circle, Honolulu, Hawaii 96821, hereinafter referred to as 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 GRANTEE.

WITNESSETH:

FOR and in consideration of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby give, grant, bargain and release to the GRANTEE, a temporary easement for a period of five (5) years beginning with the date of construction to enter upon that portion of the lands of the GRANTOR, being described as follows:

See Attached Exhibit "A"

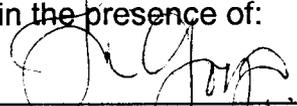
for the purpose of allowing the GRANTEE to aid in the construction of GRANTEE'S Lake Emma Road Widening Project on the adjacent property/right-of-way already owned by GRANTEE. A copy of the plan for that portion of GRANTEE'S project adjacent to GRANTOR'S property is shown on Exhibit "A."

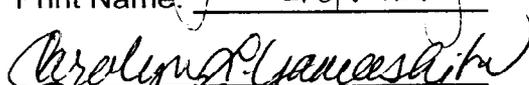
THIS EASEMENT is granted upon the condition that the property shall be returned to GRANTOR in as good a condition as it was at the time of this conveyance.

THIS EASEMENT shall expire upon the completion of the construction of the said road project.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:


Print Name: Ugonza


Print Name: Carolyn L. Yamashita

GRANTORS:


Roosevelt Rastegar

[Handwritten Signature]

Print Name: Li Gonzalez

[Handwritten Signature]

Zsu Zsa Rastegar

[Handwritten Signature]

Print Name: Caryllyn L. Yamashita

COMPOSITE EXHIBIT C

City*

STATE OF HAWAII
COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Roosevelt Rastegar, who is personally known to me or produced Hawaii Driver's Lic. as identification and who did/did not take an oath.

[Handwritten Signature]

Signature of Notary Public

GAYLE M. ISHII

(Print Notary Name)

My Commission Expires: 2/7/06

Commission No.: 82-76

- Personally known, or
 - Produced Identification
- Type of Identification Produced

LS

AFFIX NOTARY STAMP

City*

STATE OF HAWAII
COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Zsu Zsa Rastegar, who is personally known to me or produced Hawaii Driver's Lic. as identification and who did/did not take an oath.

[Handwritten Signature]

Signature of Notary Public

GAYLE M. ISHII

(Print Notary Name)

My Commission Expires: 2/7/06

Commission No.: 82-76

- Personally known, or
 - Produced Identification
- Type of Identification Produced

LS

AFFIX NOTARY STAMP

COMPOSITE EXHIBIT C

TABLE OF DESCRIPTION

DESCRIPTION

LOT 10, TECHNOLOGY PARK AT LAKE MARY, AS RECORDED IN PLAT BOOK 37, PAGES 61 AND 62, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 10, RUN THENCE S00°09'52"W ALONG THE WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD, A DISTANCE OF 16.78 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°09'52"W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 310.07 FEET; THENCE N89°47'39"W A DISTANCE OF 2.00 FEET; THENCE S00°09'52"W A DISTANCE OF 93.15 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N89°47'39"W ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE N00°09'52"E A DISTANCE OF 93.15 FEET; THENCE S89°47'39"E A DISTANCE OF 2.00 FEET; THENCE N00°09'52"E A DISTANCE OF 318.09 FEET; THENCE S31°46'24"E A DISTANCE OF 9.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 2036 SQUARE FEET MORE OR LESS.

LOT 10

5' TEMPORARY CONSTRUCTION EASEMENT

N 00°09'52" E 318.09'

S 00°09'52" W 310.07'

WEST R/W LINE

LAKE EMMA ROAD
(100' R/W)

P.O.C.
NE CORNER LOT 10

P.O.B



| LINE | CHART | BEARING | DISTANCE |
|------|-----------|---------|----------|
| S | 00°09'52" | W | 16.78' |
| S | 00°09'52" | W | 310.07' |
| N | 89°47'39" | W | 2.00' |
| S | 00°09'52" | W | 93.15' |
| N | 00°09'52" | E | 93.15' |
| S | 89°47'39" | E | 2.00' |
| N | 00°09'52" | E | 318.09' |
| S | 31°46'24" | E | 9.45' |

COMPOSITE EXHIBIT C TO PURCHASE AGREEMENT

NOT PLATTED
THIS SKETCH IS NOT A BOUNDARY &

CF# SC37-61 LOT 10 ESMT
DATE: APRIL 1, 2003
SCALE: 1" = 40'
DRAWN BY: NB

PREPARED FOR: TIPTON & ASSOCIATES
BEARING STRUCTURE BASED ON: WEST RIGHT OF WAY LINE OF LAKE EMMA ROAD.

REVISIONS:

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 11G17-6, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
DATE: 4-1-03

Frank A. Raymond
FRANK A. RAYMOND PLS 4009
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

ACCURIGHT SURVEYS
of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

| LEGEND | | | |
|--------|--------------------|------|---------------------------|
| CLC | CALCULATED | CBW | CONCRETE BLOCK WALL |
| CLF | CHAIN LINK FENCE | CM | CONCRETE MONUMENT |
| CLM | CONCRETE | CPW | COVERED CONCRETE |
| CLP | CONCRETE PAD | CP | CONCRETE PAVEMENT |
| CLR | CENTRAL ANGLE | DE | DRAINAGE EASEMENT |
| CLT | DRIVEWAY | ESMT | EASEMENT |
| CLV | EDGE OF PAVEMENT | FTE | FURNISHED FLOOR ELEVATION |
| CLW | FOUND | IP | IRON PIPE |
| IR | IRON ROD | L | ARC LENGTH |
| MEAS | MEASURED | LS | METAL SIZED ON LIME |
| N&D | NAIL & DISK | OL | ON LIME |
| PC | POINT OF CURVATURE | PM | PLAT & MEASURED |
| P&B | POINT OF BEGINNING | POC | POINT OF COMMENCEMENT |
| R | RADIUS | R/W | RIGHT OF WAY |
| TY | TYPICAL | UB | UTILITY BOX |
| UC | UTILITY EASEMENT | WF | WOOD FENCE |

RR
ZR