



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *SL*

FROM: Lynn Vouis, Assistant County Attorney *LV*

CONCUR: Pam Hastings *PH* Administrative Manager/Public Works Department
Lenor M. Bromberg, Principal Engineer/Engineering *LB*

DATE: July 28, 2005

SUBJECT: Right-Of-Way License Agreement
Florida Power & Light Company (FPL)
Cross Seminole Trail Project

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a Right-Of-Way License Agreement with Florida Power & Light in order to use their existing right-of-way to construct the Cross Seminole Trail project.

I AUTHORITY TO ACQUIRE

The BCC was briefed regarding the Cross Seminole Trail Corridor Alignment Study including the engineering consultant's recommended alignment on October 28, 2003. On June 14, 2005, the BCC approved the construction of a greenway and trail system from Big Tree Park to just north of Old Sanford Oviedo Road.

II NEGOTIATIONS

FPL does not object to the County co-locating its recreational trail in the existing easement, as long as the County agrees to abide by the terms of FPL's standard license agreement. The agreement, already executed by FPL, is attached as Exhibit A to this memorandum. Since this is a license agreement as opposed to an easement, FPL could, at their discretion, withdraw the County's right to use the easement, or require that the County relocate the trail at the County's expense.

County staff has negotiated with FPL to obtain the license agreement at no cost to the County. The alternatives to acceptance of the proposed license agreement are: (1) condemnation of FPL's interest, or (2) moving the trail to another location. Neither alternative is attractive, as FPL would oppose a condemnation action and the redesign

and moving of the trail will be an expensive, time consuming process that will impact more property owners. Condemning an entity which itself has condemnation powers is an unusual proceeding, involving a balancing of the competing public interests. While we are optimistic about our ability to win such a contest under the facts of this situation, we cannot guarantee a victory and recommend an amicable resolution.

III RECOMMENDATION

County staff recommends that the BCC authorize and execute the Right-Of-Way License Agreement.

LV/krc

Attachment:

Right-Of-Way License Agreement

P:\USERS\LV\VOUIS\MEMOS\BCC FPL LICENSE AGT CROSS SEMINOLE TRAIL.DOC

Line No.: _____ Parcel No.: _____
Line Name: _____
Structure No.: _____
Section, Township, Range: _____

RIGHT-OF-WAY CONSENT LICENSE AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department, hereinafter referred to as "COMPANY", hereby consents to SEMINOLE COUNTY, whose mailing address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LICENSEE", using an area within COMPANY's right-of-way granted by those certain agreements recorded in Book 130 at Page 469, Book 183 at Page 133, and Book 121 at Page 316, of the Public Records of Seminole County, Florida.

The said area within COMPANY's right-of-way, hereinafter referred to as "LANDS", is more particularly described on Exhibit "A", Parcels 136, 137, 138, and 139, attached hereto. The use of the LANDS by LICENSEE shall be solely for the purpose of an extension to and continuation of an existing recreational trail, the Cross Seminole Trail, as shown on the plans and specifications submitted by LICENSEE attached hereto and incorporated herein as Exhibit "B".

WHEREAS, the LICENSEE's system of trails was established in order to provide for the ever-increasing outdoor recreation needs of an expanding population and to promote the preservation of, public access to, travel within and enjoyment and appreciation of open-air, outdoor areas.

In consideration for COMPANY's consent and for the other mutual covenants set forth below, and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. LICENSEE agrees to obtain all necessary permission from the owner(s) of the LANDS to utilize such LANDS, in the event LICENSEE does not own said LANDS; to obtain any and all applicable federal, state, and local permits required in connection with LICENSEE's use of the LANDS; and at all times, to comply with all requirements of

all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the LANDS by LICENSEE pursuant to this Agreement.

2. LICENSEE understands and agrees that the use of the LANDS pursuant to this Agreement is subordinate to the rights and interest of the COMPANY in and to the LANDS and agrees to notify its employees, agents, and contractors accordingly. COMPANY specifically reserves the right to maintain its facilities located on the LANDS; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the LANDS which aid in or are necessary to COMPANY's business or operations; and the right to enter upon the LANDS at all times for such purposes. LICENSEE understands that in the exercise of such rights and interest, COMPANY from time-to-time may require LICENSEE, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by LICENSEE pursuant to this Agreement which interfere with or prevent COMPANY, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. LICENSEE agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within one (1) year of receiving notice from COMPANY to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of LICENSEE and at no cost and expense to COMPANY; provided however, should LICENSEE, for any reason, fail to make such relocation, alteration or removal, COMPANY retains the right to enter upon the LANDS and make said relocation, alteration, or removal of LICENSEE's facilities, equipment, parking spaces and areas, and other improvements and LICENSEE hereby agrees to reimburse COMPANY for all of its costs and expenses incurred in connection therewith upon demand.

3. LICENSEE agrees that it will not use the LANDS in any manner which, in the opinion of COMPANY, may tend to interfere with COMPANY's use of the LANDS or may tend to causes a hazardous condition to exist. LICENSEE agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed by LICENSEE on, under, transported across, or stored on the LANDS, which restricts, impairs, interferes

with, or hinders the use of the LANDS by COMPANY or the exercise by COMPANY of any of its rights thereto. LICENSEE agrees further that in the event it should create a hazardous condition, then upon notification by COMPANY, LICENSEE shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the COMPANY retains the right to enter upon the LANDS and correct any such condition or situation at any time and, by its execution hereof, LICENSEE hereby agrees, to the extent permitted by Florida law, to indemnify and hold harmless COMPANY from all loss, damage or injury resulting from LICENSEE's failure to comply with the provisions of this Agreement.

4. LICENSEE hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the LANDS capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the LANDS and that no alteration of the existing terrain, including the use of the LANDS by LICENSEE as provided herein, shall be made which will result in preventing COMPANY access to its facilities located within said LANDS. Unless otherwise provided herein, LICENSEE agrees to maintain forty (40) foot wide setback, twenty (20) feet on each side, from COMPANY's facilities.

5. Trees, shrubs, and other foliage planted or to be planted upon the LANDS by LICENSEE are not to exceed, at maturity, height of fourteen (14) feet above existing grade. LICENSEE hereby agrees to maintain the height of all vegetation on the LANDS at a height not to exceed fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the LANDS by LICENSEE are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by LICENSEE upon the LANDS are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any COMPANY's facilities. Above-ground systems shall not be installed by LICENSEE within or across COMPANY patrol or finger roads and any

underground systems installed by the LICENSEE crossing said patrol and finger roads shall be buried at a minimum depth of one (1) foot below existing road grade.

8. LICENSEE agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by COMPANY within the LANDS are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near COMPANY's facilities.

9. LICENSEE is aware that COMPANY has buried fiber optic cable within the LANDS and agrees to contact Mr. Jerry Penny at (904) 947-6105, representative for COMPANY; prior to any construction within the LANDS so that COMPANY may install fiber markers and down guy guards to protect its facilities.

10. LICENSEE agrees, at all times, to maintain and keep the LANDS clean and free of debris caused by LICENSEE's use of the LANDS in accordance herewith. Except as provided herein, LICENSEE further understands and agrees that certain uses of the LANDS are specifically prohibited; such uses include but are not limited to hunting and camping, within fifteen (15) feet of COMPANY's facilities and LICENSEE agrees to notify its employees, agents, contractors, and invitees accordingly.

11. The use of the LANDS by LICENSEE, to the extent provided in *Section 768.28, Florida Statutes*, shall be at the sole risk and expense of LICENSEE, and COMPANY is specifically relieved of any responsibility for damage or loss to LICENSEE or other persons resulting from COMPANY's use of the LANDS for its purpose.

12. Notwithstanding any provision contained herein, LICENSEE agrees to reimburse COMPANY for all costs and expenses for any damage to COMPANY's facilities resulting from LICENSEE's use of the LANDS and agrees that if, in the opinion of COMPANY, it becomes necessary as a result of LICENSEE's use of the LANDS for COMPANY to relocate, rearrange or change any of its facilities, to promptly reimburse COMPANY for all costs and expenses involved with such relocation, rearrangement or change.

13. LICENSEE recognizes its respective liability for certain tortuous acts of its agents, officers, employees and invitees to the extent and limits provided in *Section 768.28, Florida Statutes*, the State of Florida's partial waiver of sovereign immunity;

provided however that this provision shall not be construed as a waiver of any right or defense that the LICENSEE has under said statute.

14. LICENSEE agrees it shall exercise its privileges hereunder at its own risk and agrees, to the extent permitted by law, to indemnify and save harmless COMPANY, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as FPL entities), from all liability, loss, cost, and expense, including attorney's fees, which may be sustained by FPL entities, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, occasioned wholly or in part to the negligence of LICENSEE arising out of or in connection with the herein described purposes by LICENSEE, its contractors, agents, or employees; and LICENSEE agrees to defend at its sole cost and expense and at no cost and expense to COMPANY any and all suits or action instituted against COMPANY, for the imposition of such liability, loss, cost and expense.

15. LICENSEE shall, during the period of this Agreement, maintain at its sole expense a liability policy with minimum limits of \$1,000,000.00 for bodily injury or death of person(s) and \$1,000,000.00 for property damage arising out of a single occurrence. Said policy shall be endorsed to ensure against obligations assumed by LICENSEE in the indemnity (Paragraph 12). A certificate of insurance shall be furnished to COMPANY evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to COMPANY. Upon request, copies of policies will be furnished to COMPANY; LICENSEE understands and agrees that the use of the LANDS for the purpose described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

16. This Agreement will become effective upon execution by COMPANY and LICENSEE and will remain in full force and effect until completion of LICENSEE's use of the LANDS pursuant to this Agreement unless earlier terminated upon one hundred eighty (180) days written notice by either party to the other, or at the option of COMPANY, immediately upon LICENSEE failing to comply with or abide by any or all of the provisions contained herein.

17. The use granted herein as shown on Exhibit "B" shall be under construction by LICENSEE within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. LICENSEE shall give COMPANY ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval, or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. LICENSEE acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 15 herein, for failing to comply with the provisions contained herein unless COMPANY grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by LICENSEE no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction. Consent to any request for a time extension shall not be unreasonably withheld.

18. The term "LICENSEE" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by LICENSEE and subject to no conditions precedent or otherwise.

19. COMPANY agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the LICENSEE or which would violate the provisions of *Part III, Chapter 112 Florida Statutes*, relating to the ethics in government.

20. COMPANY hereby certifies that no officer, agent, or employee of the LICENSEE has any material interest (as defined in *Section 112.312, Florida Statutes*)

either directly or indirectly, in the business of COMPANY to be conducted here, and that no such person shall have any interest at any time during the term of this Agreement.

21. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this License Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

22. LICENSEE may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the COMPANY, which consent shall not be unreasonably withheld.

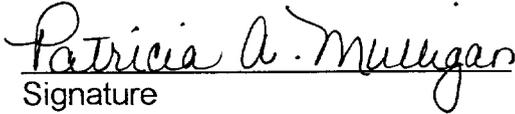
SIGNATURE BLOCK ON NEXT PAGE

The parties have executed this Agreement this _____ day of _____, 2005.

WITNESSES:


Signature

Brian Cronham
Print Name


Signature
Patricia A. Mulligan

Print Name
ATTEST:

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

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


County Attorney
LV:krc

FLORIDA POWER & LIGHT COMPANY

By: 

Its: AREA REAL ESTATE MANAGER

Print Name: MEIER G. WISE

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

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

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

SCHEDULE "A"
PARCEL 136

EXHIBIT A

PURPOSE : RECREATIONAL TRAIL

Description :

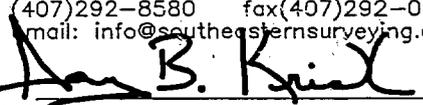
A portion of Tracts 1 through 17, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being more particularly described as follows :

Begin at the Southeast corner of said Tract 1; thence N 36°09'19" W a distance of 13.24 feet; thence N 43°23'23" W a distance of 15.67 feet; thence N 56°17'32" W a distance of 16.64 feet; thence S 86°46'47" W a distance of 37.26 feet; thence N 83°19'50" W a distance of 30.15 feet; thence N 64°48'07" W a distance of 40.32 feet; thence N 40°37'16" W a distance of 24.76 feet; thence N 27°17'19" W a distance of 35.48 feet; thence N 12°55'27" W a distance of 41.18 feet; thence N 16°00'33" W a distance of 99.76 feet; thence N 12°37'36" W a distance of 100.36 feet; thence N 12°33'33" W a distance of 100.02 feet; thence N 14°24'48" W a distance of 99.82 feet; thence N 14°31'46" W a distance of 100.01 feet; thence N 11°21'50" W a distance of 100.39 feet; thence N 14°43'04" W a distance of 99.68 feet; thence N 10°48'16" W a distance of 100.51 feet; thence N 14°08'47" W a distance of 99.65 feet; thence N 17°48'31" W a distance of 99.91 feet; thence N 11°59'27" W a distance of 100.64 feet; thence N 12°37'49" W a distance of 99.94 feet; thence N 13°22'15" W a distance of 99.92 feet; thence N 12°45'12" W a distance of 100.07 feet; thence N 12°35'56" W a distance of 100.14 feet; thence N 13°27'55" W a distance of 99.91 feet; thence N 12°45'45" W a distance of 100.07 feet; thence N 13°26'20" W a distance of 99.93 feet; thence N 13°32'56" W a distance of 99.71 feet; thence N 14°44'17" W a distance of 99.88 feet; thence N 12°48'40" W a distance of 100.37 feet; thence N 11°00'30" W a distance of 84.35 feet to a point on the North line of said Tract 17; thence N 85°56'33" E along said North line distance of 33.58 feet; thence S 14°41'06" E a distance of 78.78 feet; thence S 14°30'56" E a distance of 99.89 feet; thence S 14°38'38" E a distance of 99.99 feet; thence S 14°18'43" E a distance of 100.33 feet; thence S 13°21'32" E a distance of 100.10 feet; thence S 12°48'36" E a distance of 100.06 feet; thence S 09°12'21" E a distance of 100.59 feet; thence S 13°07'25" E a distance of 99.50 feet; thence S 13°24'09" E a distance of 99.97 feet; thence S 17°16'47" E a distance of 99.82 feet; thence S 14°22'21" E a distance of 100.32 feet; thence S 13°40'04" E a distance of 100.07 feet; thence S 11°40'27" E a distance of 100.25 feet; thence S 11°08'26" E a distance of 100.14 feet; thence S 12°15'24" E a distance of 99.90 feet; thence S 13°22'42" E a distance of 99.88 feet; thence S 15°41'27" E a distance of 99.84 feet; thence S 12°18'50" E a distance of 100.37 feet; thence S 12°08'08" E a distance of 100.04 feet; thence S 14°03'49" E a distance of 99.81 feet; thence S 15°16'21" E a distance of 99.93 feet; thence S 10°46'58" E a distance of 100.57 feet; thence S 14°18'45" E a distance of 41.50 feet; thence S 32°15'24" E a distance of 21.37 feet; thence S 50°24'56" E a distance of 22.19 feet; thence S 66°52'26" E a distance of 25.86 feet; thence N 86°50'15" E a distance of 21.67 feet; thence N 87°34'39" E a distance of 24.50 feet; thence S 82°20'53" E a distance of 16.13 feet; thence S 66°04'29" E a distance of 14.71 feet to a point on the East line of said Tract 1; thence S 08°03'27" E along said East line a distance of 59.53 feet to the Point of Beginning.

Containing 2.14 acres more or less.

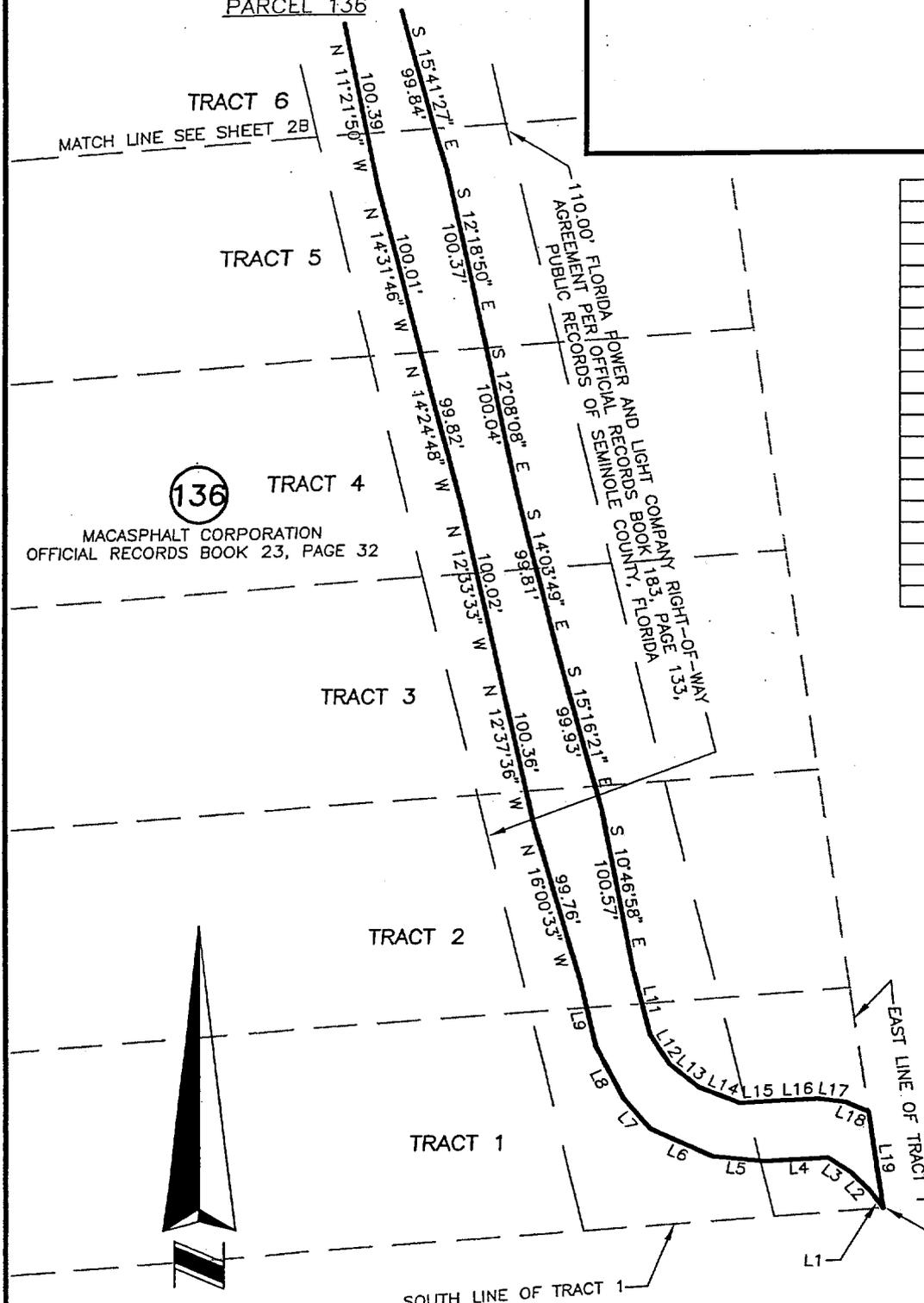
SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South line of Tract 1, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being S 85°56'33" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION FOR Vanasse, Hangen, Brustlin, Inc.	Date: 08/10/2004 KR		CERT. NO. LB2108 48869075  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 mail: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 48869	Scale: 1"=100'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION

PARCEL 136



LINE TABLE		
LINE	LENGTH	BEARING
L1	13.24'	N 36°09'19" W
L2	15.67'	N 43°23'23" W
L3	16.64'	N 56°17'32" W
L4	37.26'	S 86°46'47" W
L5	30.15'	N 83°19'50" W
L6	40.32'	N 64°48'07" W
L7	24.76'	N 40°37'16" W
L8	35.48'	N 27°17'19" W
L9	41.18'	N 12°55'27" W
L11	41.50'	S 14°18'45" E
L12	21.37'	S 32°15'24" E
L13	22.19'	S 50°24'56" E
L14	25.86'	S 66°52'26" E
L15	21.67'	N 86°50'15" E
L16	24.50'	N 87°34'39" E
L17	16.13'	S 82°20'53" E
L18	14.71'	S 66°04'29" E
L19	59.53'	S 08°03'27" E

LEGEND :
L1 = LINE NUMBER

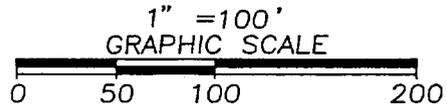
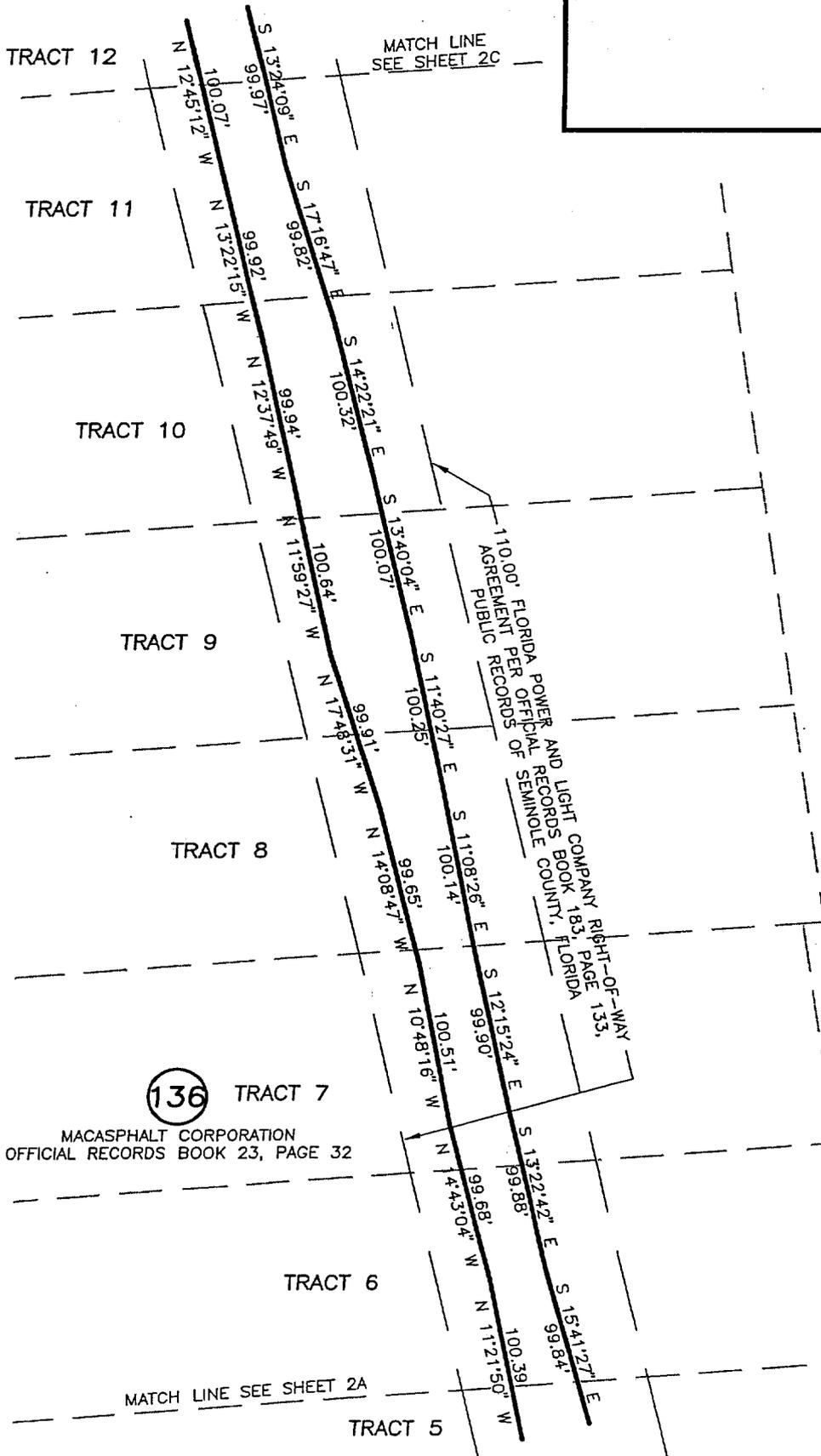
POINT OF BEGINNING
SE CORNER OF TRACT 1, OVIEDO
FARMS, PLAT BOOK 6, PAGE 86,
PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 48869076
Job No. 48869
Date: 08/09/2004
SHEET 2A OF 2
See Sheet 1 for Description

SKETCH OF DESCRIPTION
PARCEL 136



136 TRACT 7
MACASPHALT CORPORATION
OFFICIAL RECORDS BOOK 23, PAGE 32



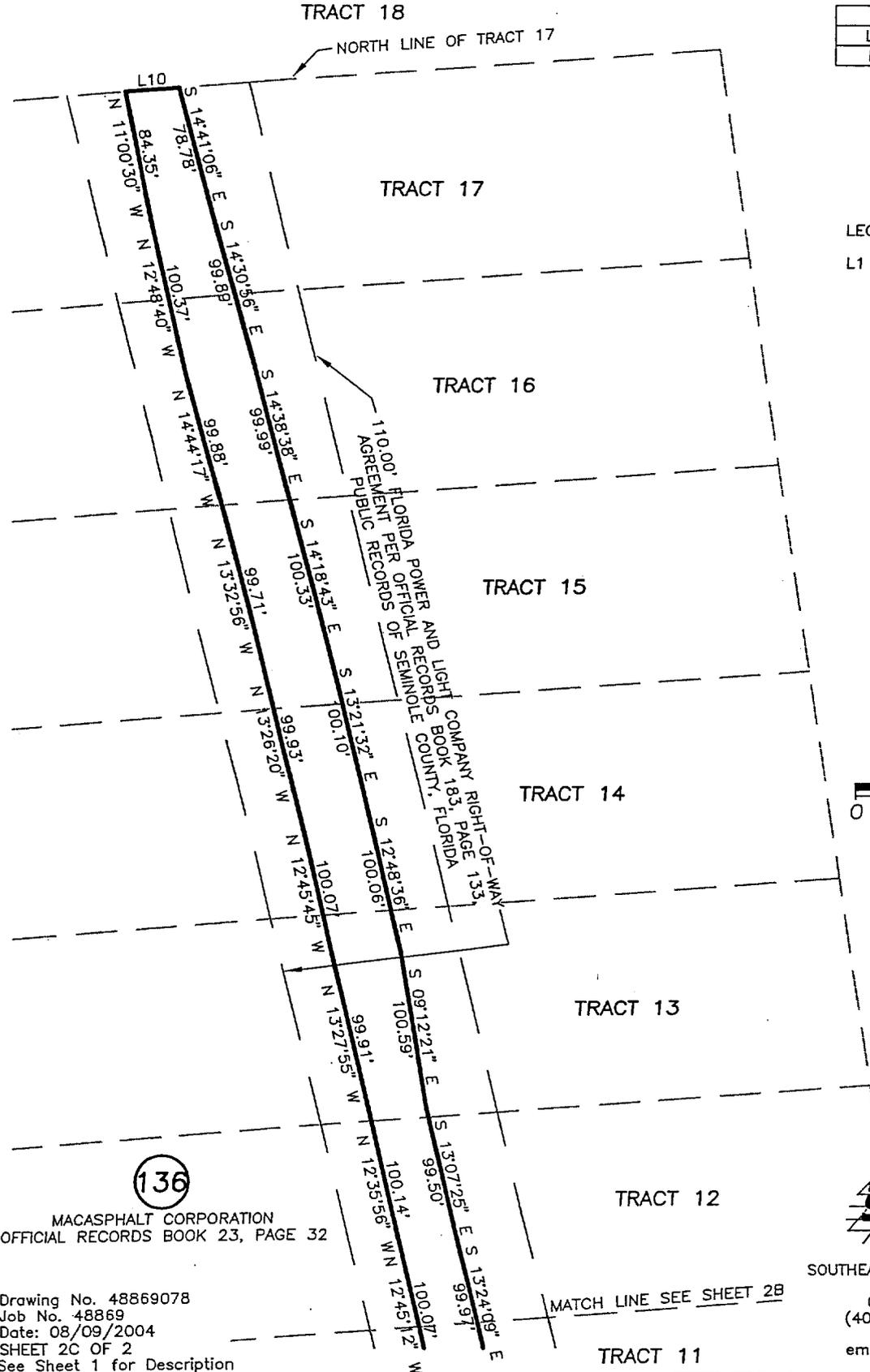
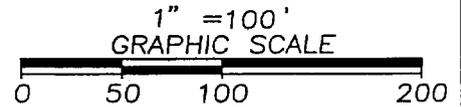
SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 48869077
Job No. 48869
Date: 08/09/2004
SHEET 2B OF 2
See Sheet 1 for Description

SKETCH OF DESCRIPTION
PARCEL 136

LINE TABLE		
LINE	LENGTH	BEARING
L10	33.58'	N 85°56'33" E

LEGEND :
 L1 = LINE NUMBER



136

MACASPHALT CORPORATION
 OFFICIAL RECORDS BOOK 23, PAGE 32

Drawing No. 48869078
 Job No. 48869
 Date: 08/09/2004
 SHEET 2C OF 2
 See Sheet 1 for Description

MATCH LINE SEE SHEET 2B



SOUTHEASTERN SURVEYING & MAPPING CORP.
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 Cert. No. LB-2108
 email:info@southeasternsurveying.com

SCHEDULE "A"
PARCEL 137

PURPOSE : RECREATIONAL TRAIL

Description :

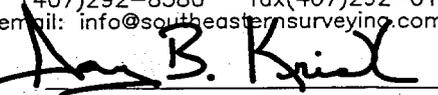
A portion of Tracts 18 through 25, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being more particularly described as follows :

Commence at the intersection of the South line of said Tract 18 and the East right-of-way line of the Florida Power and Light Company Right-of-way as described in Official Records Book 183, Page 133, Public Records of Seminole County, Florida; thence S 85°56'33" W along said South line a distance of 42.27 feet to the Point of Beginning; thence continue S 85°56'33" W along said South line a distance of 33.58 feet; thence N 11°00'30" W a distance of 15.92 feet; thence N 16°10'01" W a distance of 99.58 feet; thence N 12°27'17" W a distance of 100.50 feet; thence N 15°17'19" W a distance of 53.01 feet; thence N 08°30'48" W a distance of 25.17 feet; thence N 14°40'57" W a distance of 121.78 feet; thence N 10°37'29" W a distance of 100.25 feet; thence N 16°42'07" W a distance of 99.45 feet; thence N 11°52'30" W a distance of 100.59 feet; thence N 14°16'33" W a distance of 99.75 feet; thence N 15°53'58" W a distance of 99.87 feet; thence N 06°54'57" W a distance of 60.84 feet; thence N 01°24'19" W a distance of 26.52 feet to a point on the Moses Levy Grant line as shown on the Acquisition Survey by Boyle Engineering for the Florida Department of Natural Resources, dated March, 1983; thence S 70°04'26" E along said Moses Levy Grant Line a distance of 59.06 feet; thence S 00°23'54" W a distance of 56.18 feet; thence S 07°09'05" E a distance of 100.00 feet; thence S 13°38'56" E a distance of 99.33 feet; thence S 16°07'05" E a distance of 99.79 feet; thence S 13°01'34" E a distance of 100.35 feet; thence S 13°15'14" E a distance of 100.14 feet; thence S 13°34'16" E a distance of 97.70 feet; thence S 15°01'32" E a distance of 48.74 feet; thence S 10°22'29" E a distance of 53.81 feet; thence S 14°00'17" E a distance of 99.90 feet; thence S 13°22'43" E a distance of 99.94 feet; thence S 14°41'06" E a distance of 21.10 feet to the Point of Beginning.

Containing 36,658 square feet more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South line of Tract 18, Oviedo Farms, Plat Book 6, Page 86, Public Records of Seminole County, Florida, being S 85°56'33" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION	Date: 08/11/2004 KR	CERT. NO. LB2108 48869079
FOR Vanasse, Hangen, Brustlin, Inc.	Job No.: 48869	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	Scale: 1"=100'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		 GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245

SKETCH OF DESCRIPTION
PARCEL 137

TRACT 23

TRACT 22

TRACT 21

TRACT 20

TRACT 19

TRACT 18

TRACT 17

POINT OF BEGINNING

110.00' FLORIDA POWER AND LIGHT COMPANY
RIGHT-OF-WAY AGREEMENT PER OFFICIAL
RECORDS BOOK 183, PAGE 133

MATCH LINE SEE SHEET 2A

137

SEMINOLE COUNTY
OFFICIAL RECORDS BOOK 2696, PAGE 644

EAST RIGHT-OF-WAY LINE

LEGEND :

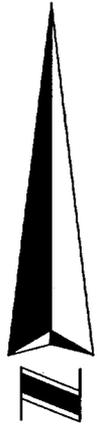
L1 = LINE NUMBER

POINT OF COMMENCEMENT

INTERSECTION OF THE SOUTH LINE OF TRACT 18,
OVIEDO FARMS, PLAT BOOK 6, PAGE 86, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA AND
THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA
POWER AND LIGHT COMPANY RIGHT-OF-WAY PER
OFFICIAL RECORDS BOOK 183, PAGE 133, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

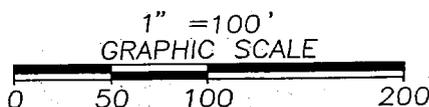
SOUTH LINE OF TRACT 18

LINE TABLE		
LINE	LENGTH	BEARING
L1	42.27'	S 85°56'33" W
L2	33.58'	S 85°56'33" W
L3	15.92'	N 11°00'30" W
L4	53.01'	N 15°17'19" W
L5	25.17'	N 08°30'48" W
L10	48.74'	S 15°01'32" E
L11	53.81'	S 10°22'29" E
L12	21.10'	S 14°41'06" E

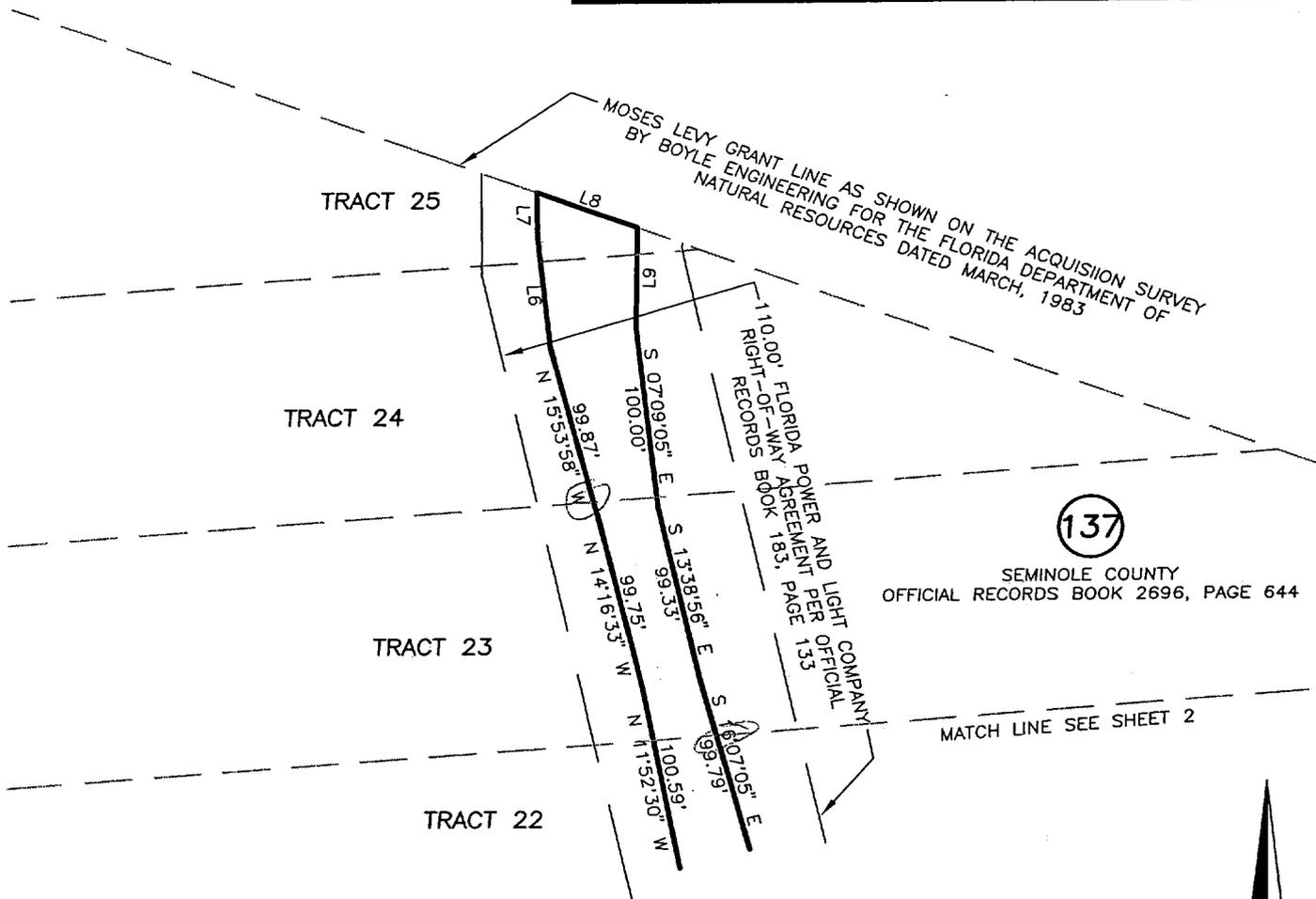


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Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 48869080
Job No. 48869
Date: 08/11/2004
SHEET 2 OF 2
See Sheet 1 for Description



SKETCH OF DESCRIPTION
PARCEL 137



MOSES LEVY GRANT LINE AS SHOWN ON THE ACQUISITION SURVEY
BY BOYLE ENGINEERING FOR THE FLORIDA DEPARTMENT OF
NATURAL RESOURCES DATED MARCH, 1983

110.00' FLORIDA POWER AND LIGHT COMPANY
RIGHT-OF-WAY AGREEMENT PER OFFICIAL
RECORDS BOOK 183, PAGE 133

137

SEMINOLE COUNTY
OFFICIAL RECORDS BOOK 2696, PAGE 644

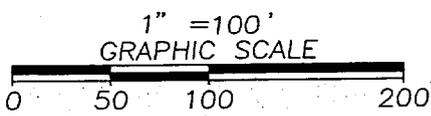
MATCH LINE SEE SHEET 2

LINE TABLE		
LINE	LENGTH	BEARING
L6	60.84'	N 06°54'57" W
L7	26.52'	N 01°24'19" W
L8	59.06'	S 70°04'26" E
L9	56.18'	S 00°23'54" W

LEGEND :
L1 = LINE NUMBER



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Drawing No. 48869081
Job No. 48869
Date: 08/11/2004
SHEET 2A OF 2
See Sheet 1 for Description

SCHEDULE "A"
PARCEL 138

PURPOSE : RECREATIONAL TRAIL

Description :

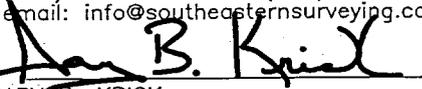
A portion of Lot 14, 17 and 20, Shuman's Addition to Eureka Hammock, Plat Book 2, Page 53, Public Records of Seminole County, Florida, being more particularly described as follows :

Commence at the Northwest corner of said Lot 14; thence N 89°22'28" E along the North line of said Lot 14 a distance of 126.96 feet to the Point of Beginning; thence continue N 89°22'28" E along said North line a distance of 46.58 feet; thence S 24°56'06" E a distance of 9.84 feet; thence S 11°04'07" E a distance of 31.26 feet; thence S 02°38'56" W a distance of 37.67 feet; thence S 18°57'31" W a distance of 23.58 feet; thence S 27°01'57" W a distance of 25.22 feet; thence S 43°28'11" W a distance of 46.60 feet; thence S 31°59'17" W a distance of 29.58 feet; thence S 16°49'35" W a distance of 21.89 feet; thence S 03°21'41" E a distance of 94.67 feet; thence S 00°26'34" E a distance of 100.23 feet; thence S 00°56'52" W a distance of 100.17 feet; thence S 00°21'50" E a distance of 99.86 feet; thence S 02°06'26" E a distance of 99.86 feet; thence S 00°11'17" E a distance of 100.20 feet; thence S 02°44'29" W a distance of 100.46 feet; thence S 00°22'45" E a distance of 99.67 feet; thence S 04°24'16" E a distance of 99.83 feet; thence S 09°43'41" E a distance of 100.79 feet; thence S 11°01'56" W a distance of 104.24 feet; thence S 02°50'08" E a distance of 98.53 feet; thence S 01°47'54" E a distance of 100.12 feet; thence S 00°46'39" W a distance of 100.30 feet; thence S 01°54'00" E a distance of 99.74 feet; thence S 04°51'56" E a distance of 104.02 feet; thence S 00°23'54" W a distance of 33.46 feet to a point on the Moses Levy Grant line as shown on the Acquisition Survey by Boyle Engineering for the Florida Department of Natural Resources dated March 1983; thence N 70°04'26" W along said Moses Levy Grant line a distance of 59.06 feet; thence N 01°24'19" W a distance of 18.04 feet; thence N 02°43'58" E a distance of 60.90 feet; thence N 04°02'31" W a distance of 37.59 feet; thence N 00°51'44" W a distance of 99.89 feet; thence N 02°34'27" W a distance of 99.87 feet; thence N 01°23'53" E a distance of 100.48 feet; thence N 00°35'17" E a distance of 100.03 feet; thence N 04°08'27" W a distance of 99.72 feet; thence N 03°05'25" E a distance of 100.94 feet; thence N 01°52'49" E a distance of 99.95 feet; thence N 00°06'40" W a distance of 99.79 feet; thence N 01°41'49" W a distance of 99.85 feet; thence N 01°26'25" E a distance of 100.38 feet; thence N 02°00'18" W a distance of 99.68 feet; thence N 00°13'13" W a distance of 100.19 feet; thence N 00°49'48" W a distance of 99.98 feet; thence N 01°26'11" E a distance of 100.12 feet; thence N 03°45'32" W a distance of 84.54 feet; thence N 10°33'58" E a distance of 18.24 feet; thence N 17°31'19" E a distance of 24.85 feet; thence N 26°57'53" E a distance of 21.50 feet; thence N 35°03'55" E a distance of 35.76 feet; thence N 37°04'31" E a distance of 26.08 feet; thence N 27°02'27" E a distance of 26.27 feet; thence N 12°25'27" E a distance of 16.83 feet; thence N 09°49'14" W a distance of 19.20 feet; thence N 16°21'33" W a distance of 26.98 feet to a point on a non tangent curve, concave Westerly, having a central angle of 21°29'17" and a radius of 14.42 feet; thence Northwesterly along the arc of said curve a distance of 5.41 feet to the point of curvature of a curve (chord bearing and distance between said points being N 09°53'19" W 5.38 feet), concave Westerly, having a central angle of 8°44'04" and a radius of 80.55 feet, thence Northwesterly along the arc of said curve a distance of 12.28 feet to the Point of Beginning (chord bearing and distance between said points being N 24°59'59" W 12.27 feet).

Containing 1.80 acres more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the North line of Lot 14, Shuman's Addition to Eureka Hammock, Plat Book 2, Page 53, Public Records of Seminole County, Florida, being N 89°22'28" E, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

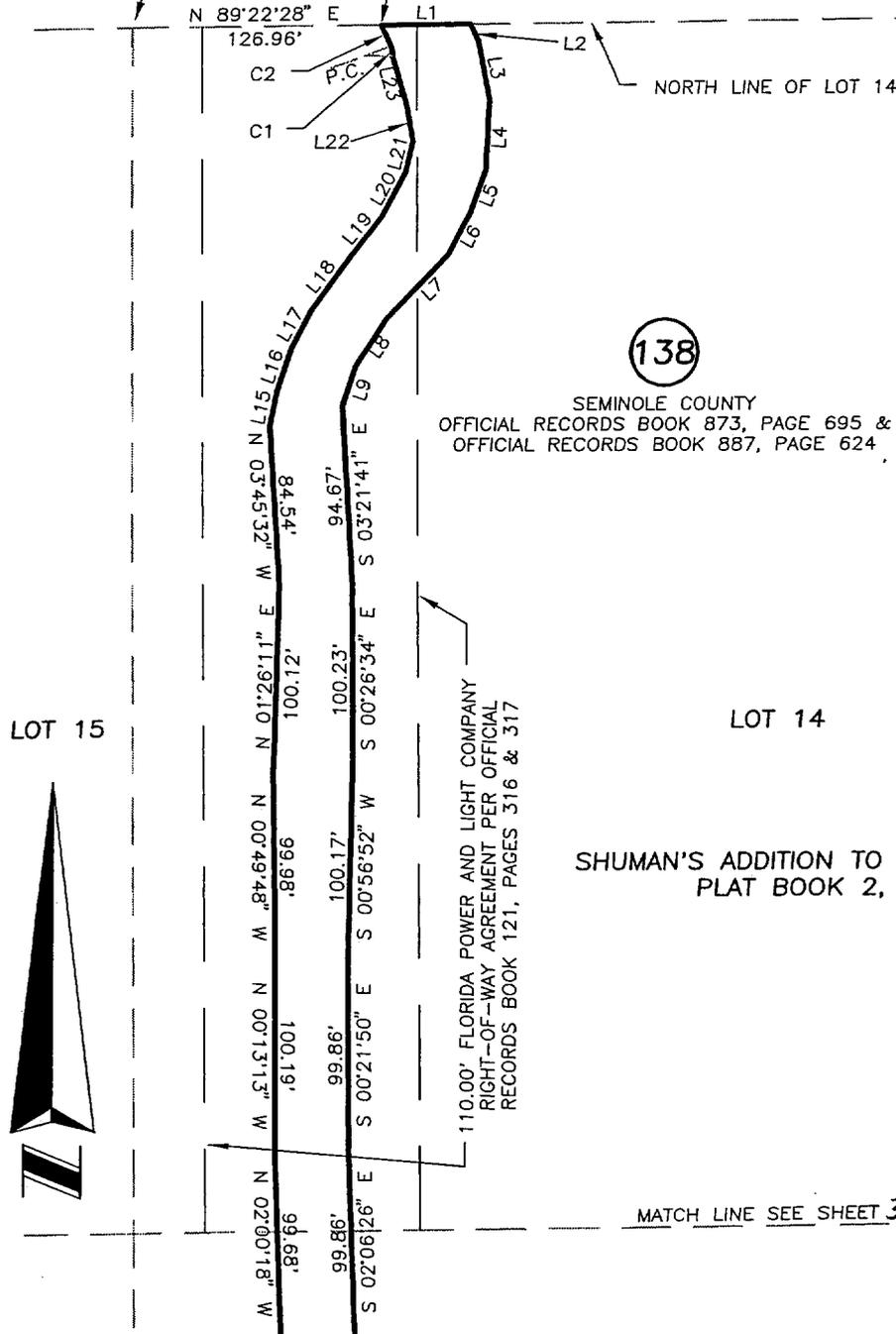
DESCRIPTION FOR Vanasse, Hangen, Brustlin, Inc.	Date: 08/11/2004 KR		CERT. NO. LB2108 48869082 
	Job No.: 48869	Scale: 1"=100'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com 
	SHEET 1 OF 4 SEE SHEET 4 FOR SKETCH		

SKETCH OF DESCRIPTION
PARCEL 138

POINT OF COMMENCEMENT
NW CORNER OF LOT 14, SHUMAN'S
ADDITION TO EUREKA HAMMOCK, PLAT
BOOK 2, PAGE 53, PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA

POINT OF BEGINNING

PENNSYLVANIA PARKWAY
50.00' RIGHT OF WAY



138

SEMINOLE COUNTY
OFFICIAL RECORDS BOOK 873, PAGE 695 &
OFFICIAL RECORDS BOOK 887, PAGE 624

110.00' FLORIDA POWER AND LIGHT COMPANY
RIGHT-OF-WAY AGREEMENT PER OFFICIAL
RECORDS BOOK 121, PAGES 316 & 317

SHUMAN'S ADDITION TO EUREKA HAMMOCK
PLAT BOOK 2, PAGE 53

LINE TABLE		
LINE	LENGTH	BEARING
L1	46.58'	N 89°22'28" E
L2	9.84'	S 24°56'06" E
L3	31.26'	S 11°04'07" E
L4	37.67'	S 02°38'56" W
L5	23.58'	S 18°57'31" W
L6	25.22'	S 27°01'57" W
L7	46.60'	S 43°28'11" W
L8	29.58'	S 31°59'17" W
L9	21.89'	S 16°49'35" W
L15	18.24'	N 10°33'38" E
L16	24.85'	N 17°31'19" E
L17	21.50'	N 26°57'53" E
L18	35.76'	N 35°03'55" E
L19	26.08'	N 37°04'31" E
L20	26.27'	N 27°02'27" E
L21	16.83'	N 12°25'27" E
L22	19.20'	N 09°49'14" W
L23	26.98'	N 16°21'33" W

LEGEND :

L1 = LINE NUMBER
C1 = CURVE NUMBER
P.C. = POINT OF CURVATURE

LOT 14

LOT 15

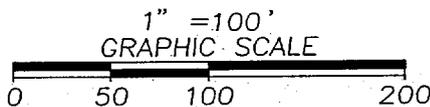
MATCH LINE SEE SHEET 3A

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	5.41'	14.42'	2.74'	5.38'	N 09°53'19" W	21°29'17"
C2	12.28'	80.55'	6.15'	12.27'	N 24°59'59" W	8°44'04"



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Drawing No. 48869083
Job No. 48869
Date: 08/11/2004
SHEET 2 OF 2
See Sheet 1 for Description



SKETCH OF DESCRIPTION
PARCEL 138

MATCH LINE SEE SHEET 2

FOREST AVENUE

138

SEMINOLE COUNTY
 OFFICIAL RECORDS BOOK 873, PAGE 695 &
 OFFICIAL RECORDS BOOK 887, PAGE 624

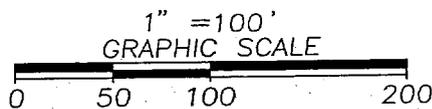
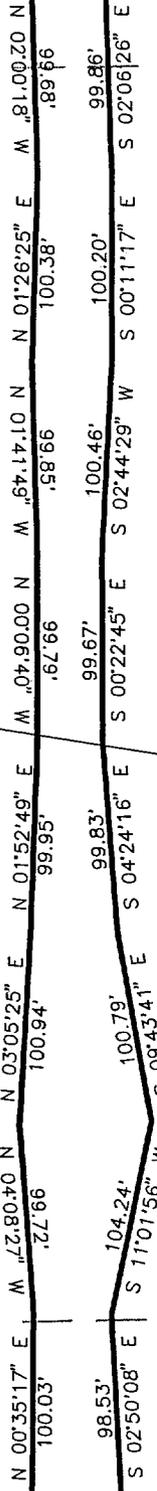
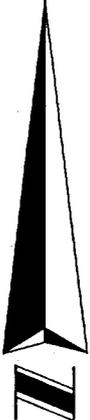
LOT 17

SHUMAN'S ADDITION TO EUREKA HAMMOCK
 PLAT BOOK 2, PAGE 53

110.00' FLORIDA POWER AND LIGHT COMPANY
 RIGHT-OF-WAY AGREEMENT PER OFFICIAL
 RECORDS BOOK 121, PAGES 346 & 347

3/4

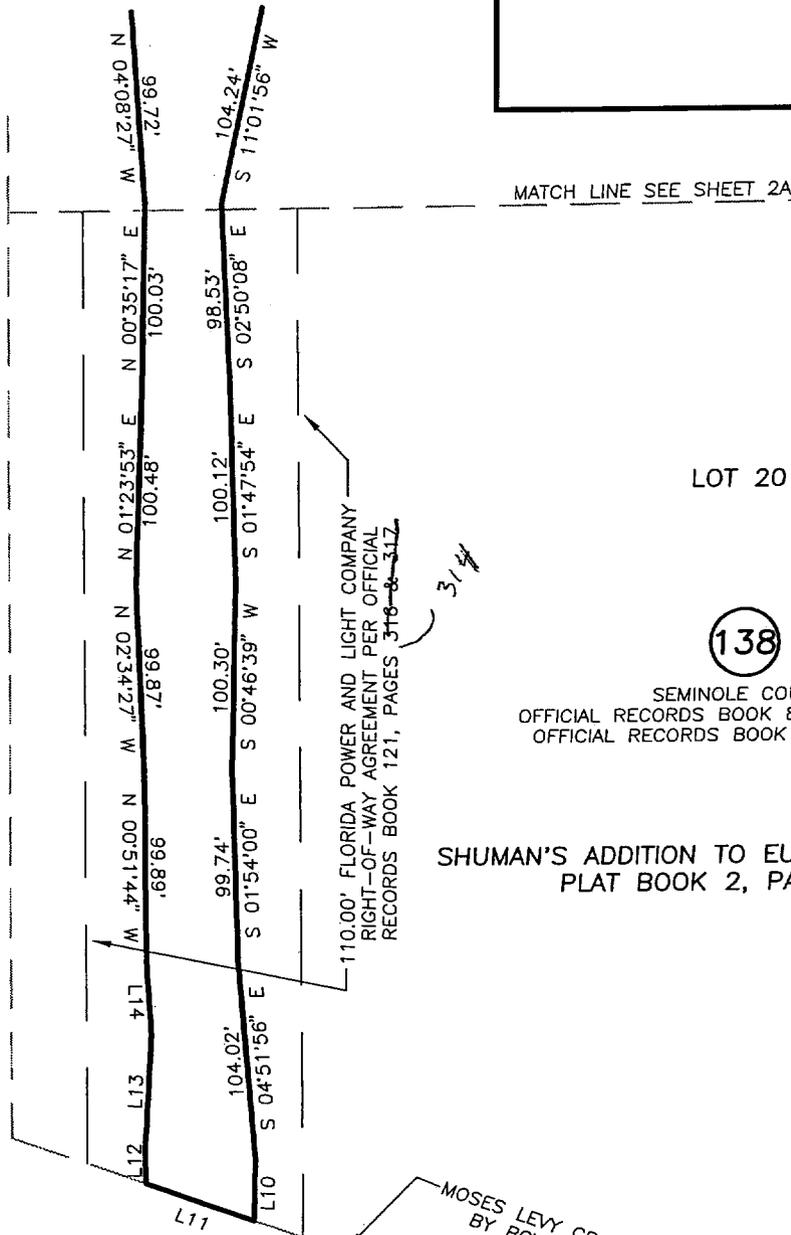
MATCH LINE SEE SHEET 25 4



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 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 Cert. No. LB-2108
 email:info@southeasternsurveying.com

Drawing No. 48869084
 Job No. 48869
 Date: 08/11/2004
 SHEET 2A OF 25 3/4
 See Sheet 1 for Description

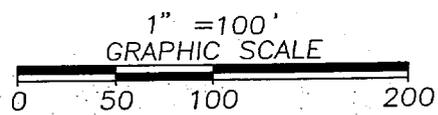
SKETCH OF DESCRIPTION
PARCEL 138



LINE TABLE		
LINE	LENGTH	BEARING
L10	33.46'	S 00°23'54" W
L11	59.06'	N 70°04'26" W
L12	18.04'	N 01°24'19" W
L13	60.90'	N 02°43'58" E
L14	37.59'	N 04°02'31" W



LEGEND :
L1 = LINE NUMBER



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Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 48869085
Job No. 48869
Date: 08/11/2004
SHEET 26 OF 28
See Sheet 1 for Description

FOREST AVENUE

SCHEDULE "A"
PARCEL 139

PURPOSE : RECREATIONAL TRAIL

Description :

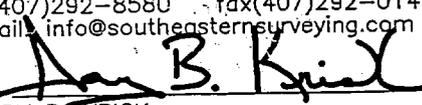
A portion of Lot 7, Shuman's Addition to Eureka Hammock, Plat Book 2, Page 53, Public Records of Seminole County, Florida, being more particularly described as follows :

Begin at the Southwest corner of said Lot 7; thence N 00°31'16" W along the West line of said Lot 7 a distance of 24.63 feet; thence S 87°59'00" E a distance of 94.78 feet; thence S 64°42'18" E a distance of 32.74 feet; thence S 50°41'30" E a distance of 9.26 feet to a point on the South line of said Lot 7; thence S 89°22'28" W along said South line a distance of 131.27 feet to the Point of Beginning.

Containing 2,532 square feet more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South line of Lot 7, Shuman's Addition to Eureka Hammock, Plat Book 2, Page 53, Public Records of Seminole County, Florida, being S 89°22'28" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

DESCRIPTION FOR Vanasse, Hangen, Brustlin, Inc. EXHIBIT A	Date: 08/27/2004 KR		CERT. NO. LB2108 48869096  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 48869	Scale: 1"=100'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION
PARCEL 139

LINE TABLE		
LINE	LENGTH	BEARING
L1	24.63'	N 00°31'16" W
L2	32.74'	S 64°42'18" E
L3	9.26'	S 50°41'30" E

LOT 6

LOT 8

LOT 7
 SHUMAN'S ADDITION TO EUREKA HAMMOCK
 PLAT BOOK 2, PAGE 53

TRUSTEES OF THE INTERNAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA
 OFFICIAL RECORDS BOOK 1989, PAGE 511

110.00' FLORIDA POWER AND LIGHT COMPANY
 RIGHT-OF-WAY AGREEMENT PER OFFICIAL
 RECORDS BOOK 121, PAGES 316 & 317

139

WEST LINE OF LOT 7

SOUTH LINE OF LOT 7

S 87°59'00" E
 94.78'

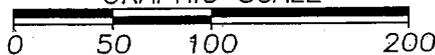
S 89°22'28" W 131.27'

OSPREY TRAIL
 50.00' RIGHT OF WAY
 PENNSYLVANIA PARKWAY (PLAT)

POINT OF BEGINNING
 SW CORNER OF LOT 7, SHUMAN'S ADDITION
 TO EUREKA HAMMOCK, PLAT BOOK 2, PAGE
 53, PUBLIC RECORDS OF SEMINOLE COUNTY,
 FLORIDA



1" = 100'
 GRAPHIC SCALE



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Drawing No. 48869097
 Job No. 48869
 Date: 08/27/2004
 SHEET 2 OF 2
 See Sheet 1 for Description