



201-26
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, Principle Engineer/Engineering Division
DATE: August 22, 2003
SUBJECT: Purchase Agreement Settlement Authorization
East Lake Mary Boulevard, Phase IIB
Parcel Nos. 223/823
Owner: Estate of Friedrich and Elizabeth Schmidt

This Memorandum requests purchase agreement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 223/823 on the East Lake Mary Boulevard, Phase IIB road improvement project for \$40,200.00, inclusive of attorney's fees and costs.

I THE PROPERTY

A. Location Data

The property is located on the corner of Cameron Avenue and Moore's Station Road. The property is vacant acreage with a future land use of industrial.

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

B. Address

No address – vacant property

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 for the East Lake Mary Boulevard, Phase IIB road improvement project, authorizing the acquisition of the above-referenced property, and finding that the construction of the East Lake Mary Boulevard, Phase IIB road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

III ACQUISITION/REMAINDER

Parcel No. 223 is a fee simple acquisition of 1.0682 acres from the 29.2262 acre parent tract. Parcel No. 823 is a 2,819 square foot permanent drainage easement. The remainder is 28.1579 acres.

IV APPRAISED VALUE

The County's appraised value for the fee simple acquisition is \$33,500.00, and for the permanent drainage easement is \$1,700.00, for a total of \$35,200.00.

V BINDING OFFERS/NEGOTIATIONS

The County extended a BCC approved settlement offer proposal to the property owner in the amount of \$35,200.00. Through negotiations, the parties reached the proposed settlement amount of \$40,200.00, inclusive of all attorney's fees and costs. Since the negotiated settlement is reasonable, it makes sense from a cost avoidance standpoint for the County to accept it.

VII RECOMMENDATION

County staff recommends that the BCC approve and execute the Purchase Agreement in the amount of \$40,200.00, inclusive of attorney's fees and costs.

LV/la

Attachments:

Location map (Exhibit A)

Sketch (Exhibit B); and

Purchase Agreement (Exhibit C)

Seminole County, Florida

Property Appraiser Services

Your Source for Property Information... Quick, Convenient, Accurate

H. W. "Bill" Suber CFA, ASA



Seminole County
Property Appraiser
Services
1101 E. First St.
Sanford FL 32771
407.618.7506

Legend

- Selected Features
- County Boundary
- Streets
- Hydrology
- Subdivision Lines
- Parcels
- Govt. Facilities
- Golf Course
- Parks
- Shelters

Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	0320315AY000031A0	LANE PAUL C PER REP FOR EST OF	5301 CONROY RD STE 140	ORLANDO	FL	32811

EXHIBIT A

EAST LAKE MARY BOULEVARD EXT. SION
SEMINOLE COUNTY, FLORIDA
PARCELS 223 & 823 - SKETCH OF PARCEL

TOTAL AREA PARCEL = 29.2262 ACRES
AREA OF TAKING PAR. 223 = 1.0882 ACRES
DRAINAGE EASEMENT 823 = 2819.2 SF
AREA OF REMAINDER = 28.1579 ACRES

CAMERON AVENUE 30' R/W

SW CORNER
NW 1/4, SW 1/4
SEC. 3, TWP. 20 S, RGE 31 E



0 50 100
SCALE: 1" = 100'

LEGEND

- UTILITY POLE AND GUY ANCHOR
- PP POWER POLE
- SION
- W.M. WATER METER
- R/W RIGHT OF WAY
- BROKEN SCALE
- EOP EDGE OF PAVEMENT
- FN&C FOUND NAIL AND CAP
- BFP BACKFLOW PREVENTER
- W WATER VALVE
- D/W DRIVEWAY
- MES MITERED END SECTION
- LANDSCAPED AREA
- SV SEWER FORCEMAIN VALVE
- CO SEWER CLEAN OUT
- FD FIRE HYDRANT
- LP LIGHT POLE
- PB PULL BOX
- S.W. SIDEWALK
- SSP SIGNAL SPAN POLE
- TP TELEPHONE POLE
- OT OVERHEAD TELEPHONE
- SRVC TRAFFIC SERVICE CABINET
- MHD DRAINAGE MANHOLE
- MHS SANITARY SEWER MANHOLE
- MW MONITORING WELL
- SPRINKLER HEAD
- ELEO ELECTRIC OUTLET
- SHP SHARED UTILITY POLE

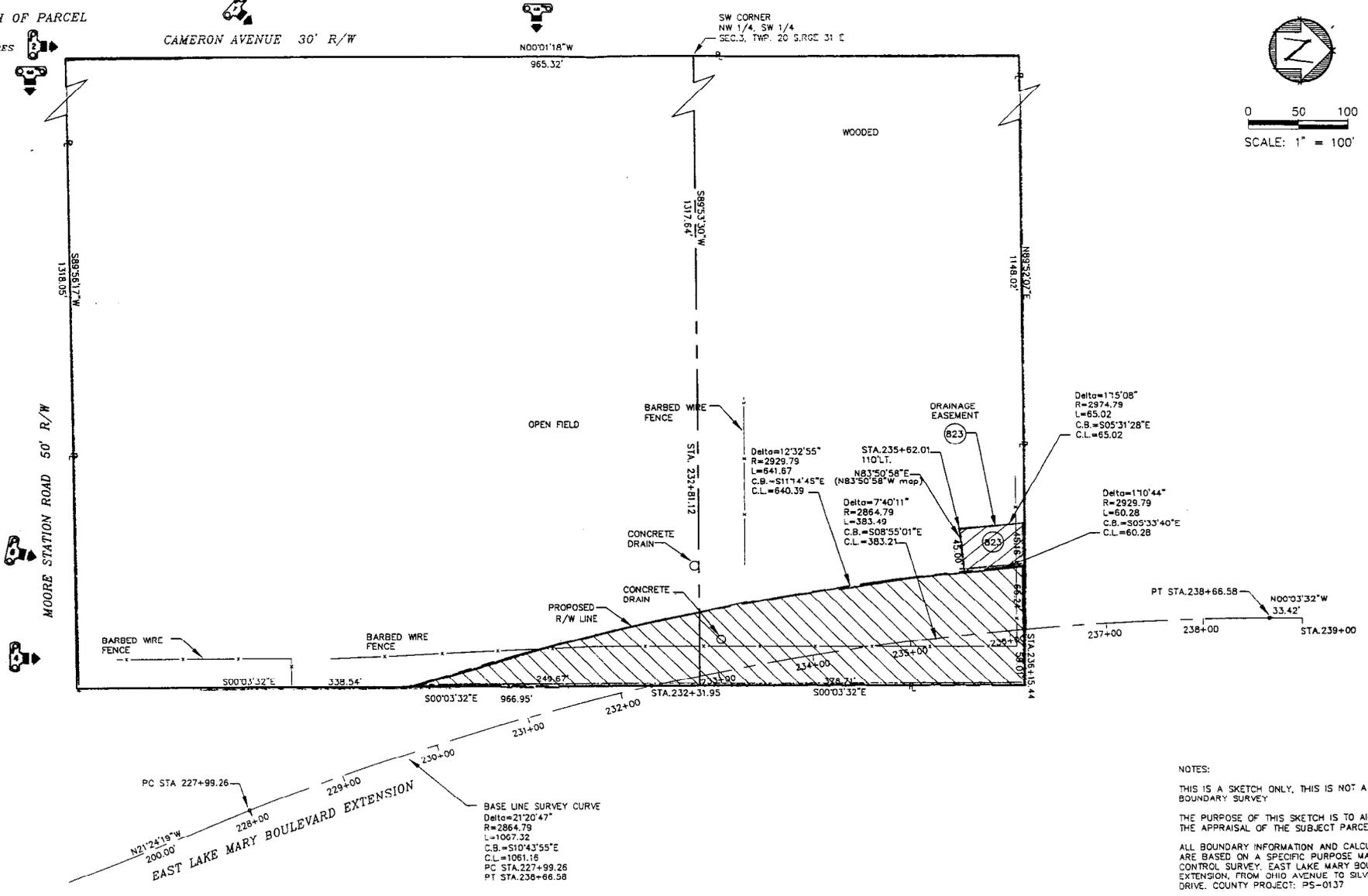


EXHIBIT B

NOTES:
THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY.
THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL.
ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER DRIVE, COUNTY PROJECT: PS-0137

KEY	DATE	REVISIONS	SKETCH DATE:	FIELD BOOK/PAGE:	PROJECT:	CLIENT:
			10/10/02	NA	EAST LAKE MARY BOULEVARD EXTENSION - SEMINOLE COUNTY - PARCEL 223	THE SPIVEY GROUP, INC
					SHEET TITLE:	JOB NO. / SHEET NO.
OFFICE ADDRESS: 715 N. CALHOUN ST., STE. 100 TALLAHASSEE, FLORIDA 32303					SKETCH OF PARCELS AREA OF TAKING & DRAINAGE EASEMENT	TSG02223 / 2 of
PHONE: (850) 866-7330 MOBILE: (850) 833-7115 FAX: (850) 864-9693						

**PURCHASE AGREEMENT
FEE SIMPLE/PERMANENT EASEMENT**

THIS AGREEMENT is made and entered into this 19th day of August, 2003, by and between PAUL CAMP LANE, PERSONAL REPRESENTATIVE OF THE ESTATE OF FRIEDRICH GUENTER SCHMIDT, DECEASED, AND OF THE ESTATE OF HANNAH ELIZABETH ABIESE SCHMIDT, DECEASED, whose address is currently 5301 Conroy Road, Suite 140, Orlando, Florida 32811, and as of August 25, 2003, whose address will be 7087 Grand National Drive, Suite 100, Orlando, Florida 32819, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

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

I. LEGAL DESCRIPTION

See attached Exhibit "A"

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property of the above referenced project by Personal Representative's Deed on Parcel No. 223, and by Permanent Easement on Parcel No. 823, free of liens and encumbrances, unto COUNTY for the sum of FORTY THOUSAND TWO HUNDRED DOLLARS (\$40,200.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

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

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's 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 OWNER. OWNER and COUNTY hereby acknowledge the existence of the Federal Estate Tax Lien on the property. OWNER agrees to cooperate in the preparation and execution of any suitable agreement necessary to release the said Lien for title insurance purposes. OWNER further agrees within a reasonable time of the effective date of this Agreement to petition the Probate Court in Seminole County, Florida for permission to transfer title in the property.

(d) OWNER covenants 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 OWNER.

III. CONDITIONS

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

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, in fact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

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

(e) OWNER represents to the best of OWNER'S knowledge and belief that the properties are not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or

dumpsite. OWNER further represents to the best of OWNER'S knowledge and belief that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(f) OWNER represents to the best of OWNER'S knowledge and belief that the properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(g) COUNTY shall have the right, prior to each closing, to come upon the Parcel(s) at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If COUNTY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. COUNTY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(h) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(i) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a personal representative's deed, also include the covenant of further assurances.

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

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

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

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

(n) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

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

(p) The COUNTY and the OWNER agree that this Agreement will not be recorded.

IV. CLOSING DATE

(a) The OWNER and the COUNTY agree to close this purchase and sale transaction on or before 45 days from the Seminole County Probate Court's order permitting the sale of the property.

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

WITNESSES:

Kimberly A. Fooks
SIGNATURE

Kimberly H. Fooks
PRINT NAME

Marjorie Wohl
SIGNATURE

Marjorie Wohl
PRINT NAME

Paul Camp Lane

PAUL CAMP LANE, Personal Representative of the Estate of Friedrich Guenter Schmidt and of the Estate of Hannah Elizabeth Abiese Schmidt

ADDRESS: 5301 Conroy Rd., Ste. 140
Orlando, Florida 32811

August 19, 2003

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting

[Signature]
County Attorney

EXHIBIT "A"

RIGHT-OF-WAY FEE SIMPLE

PROJECT: East Lake Mary Blvd.

OWNER: Paul Camp Lane, as personal representative of the estate of Friedrich Guenter Schmidt, Deceased

TITLE SEARCH NO.: 223

R/W PARCEL NO.: 223

TAX I.D. NO.: 03-20-31-300-0110-0000
03-20-31-300-0100-0000
03-20-31-5AY-0000-31A0

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2056, PAGE 342 AND IN OFFICIAL RECORD BOOK 2056, PAGE 344 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

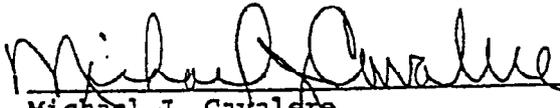
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055991; THENCE RUN N89°59'04"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 1710.50 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1527.89 FEET AND A CHORD BEARING OF N12°04'39"W; THENCE FROM A RADIAL BEARING OF N87°15'00"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 497.48 FEET THROUGH A CENTRAL ANGLE OF 18°39'19" TO THE POINT OF TANGENCY THEREOF; THENCE RUN N21°24'19"W A DISTANCE OF 404.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N17°04'42"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 432.69 FEET THROUGH A CENTRAL ANGLE OF 08°39'14" TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE RUN S00°03'32"E ALONG SAID EAST LINE A DISTANCE OF 249.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2929.79 FEET AND A CHORD BEARING OF N11°14'45"W; THENCE FROM A RADIAL BEARING OF N72°28'47"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 641.67 FEET THROUGH A CENTRAL ANGLE OF 12°32'55" TO A POINT ON THE NORTH LINE OF LOT 31A OF THE PLAT OF SANFORD CELERY DELTA AS RECORDED IN PLAT BOOK 1, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N85°01'42"E, RUN N89°52'07"E ALONG THE NORTH LINE OF SAID LOT 31A A DISTANCE OF 65.24 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE N89°52'07"E ALONG SAID NORTH LINE A DISTANCE OF 59.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 31A, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6, BLOCK E OF THE PLAT OF BROWN'S SUBDIVISION OF BECK HAMMOCK AS RECORDED IN PLAT BOOK 1 PAGE 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S00°03'32"E ALONG THE EAST LINE OF SAID LOT 31A AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 378.71 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 1.068 ACRES, MORE OR LESS.

EXHIBIT "A"

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3, 17, AND 18 OF THE RIGHT OF WAY MAPS FOR EAST LAKE MARY BOULEVARD EXTENSION, SEMINOLE COUNTY PROJECT NO. PS-0137.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

 9-24-02
Michael J. Cavalese DATE
Florida Registered Land Surveyor #3701
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Lochrane Engineering
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3317

EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT

PROJECT: East Lake Mary Blvd.

OWNER: Paul Camp Lane, as personal representative of the estate of Friedrich Guenter Schmidt, Deceased

TITLE SEARCH NO.: 223

R/W PARCEL NO.: 823

TAX I.D. NO.: 03-20-31-300-0110-0000
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CONTAINING THEREIN 2,819 SQUARE FEET, MORE OR LESS.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3 AND 18 OF THE RIGHT OF WAY MAPS FOR EAST LAKE MARY BOULEVARD EXTENSION, SEMINOLE COUNTY PROJECT NO. PS-0137.

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