

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Purchase and Construction Agreement with Bentley Park Associates,  
Ltd. in conjunction with the CR-46A Roadway Improvement Project

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** JR Ball P.E. **EXT.** 5669  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

**Agenda Date** 09-23-03 **Regular**  **Consent**  **Work Session**  **Briefing**   
**Public Hearing – 1:30**  **Public Hearing – 7:00**

**MOTION / RECOMMENDATION:**

Approve and authorize the Chairman to execute "Purchase and Construction Agreement" between the County and Bentley Park Associates, Ltd. conveying fee simple property to the County in exchange for miscellaneous drainage improvements to land adjacent to the County's newly improved CR-46A roadway.

**BACKGROUND:**

The County has prepared construction plans for the extension of a new 8-foot wide roadside walk, starting at the existing end of 5-foot wide sidewalk at The Hills of Lake Mary subdivision, on the south side of CR-46A, extending west along the Bentley Park property and the Oaklawn Park Cemetery property, connecting to the Cross Seminole Trail at the intersection of Rinehart Road and CR-46A.

This 2400 LF roadside walk extension requires the acquisition of additional rights-of-way to accommodate the construction of this facility. Accordingly, discussion with the two land owners affected by this project (Oaklawn Park Cemetery & Bentley Park) has yielded a willingness to participate in this project with the exchange of fee-simple rights-of-way by the land owners for miscellaneous access and drainage improvements to their respective properties adjacent to the County's newly improved CR-46A roadway.

This agreement addresses only the Bentley Park property. Necessary Cemetery property was acquired by prior Board approval. The project is ready for construction.

District 5 - Commissioner McLain

Attachment: Agreement

**Reviewed by:** [Signature]  
**Co Atty:** [Signature]  
**DFS:** \_\_\_\_\_  
**Other:** \_\_\_\_\_  
**DCM:** [Signature]  
**CM:** [Signature]  
**File No.** CPWE02

## PURCHASE AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **BENTLEY PARK ASSOCIATES, LTD.**, a Florida limited partnership, whose principal place of business is 359 Carolina Avenue, Winter Park, Florida 32789, 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**, for a project to construct the Roadside Walk shown in the COUNTY's Construction Plans, entitled "CR-46A II – ROADSIDE WALK RINEHART ROAD TO LAKE MARY WOODS SUBDIVISION," dated 3-14-03, Job File #1407-1-2002 (hereinafter: the "Project"), the COUNTY needs certain land in Seminole County, Florida, along the south side of the eastbound fork of County Road 46A between Rinehart Road and the eastern extent of the OWNER's property, and a temporary construction easement and right of entry onto OWNER's land;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, OWNER agrees to sell and COUNTY agrees to buy the following property (the "premises"), also designated in the COUNTY's Construction Plans for said project, and the following temporary construction easement and right of entry (the "Property Rights"), upon the following terms and conditions:

#### **1. LEGAL DESCRIPTION and DEEDS**

(a) The premises shall be conveyed by OWNER to COUNTY by duly executing a Quit Claim Deed in substantially the form attached as Exhibit 1, with its attached exhibits A-1 and A-2. Part of the Property Rights shall be conveyed by OWNER to COUNTY using a deed of Temporary Construction Easement in substantially the form attached as Exhibit 2, with its attached exhibits B-1 and B-2. Both instruments involve land that is part of the following tax parcel:

**Parcel I.D. No.: 05-20-30-300-007N-0000.**

(b) OWNER, by this Purchase Agreement rather than by separate conveyance, grants COUNTY a Right of Entry over the property described in O.R. Book 3590, Page 1721, for the sole purpose of completing the Project, at which point the Right of Entry shall cease and determine. In the event that the Project is not completed, the Right of Entry and Temporary Construction Easement shall cease and determine with the expiration of one year from the time construction ceases.

## II PURCHASE CONSIDERATION

(a) OWNER agrees to sell and convey unto the COUNTY the premises described as above in exchange for construction by the COUNTY of the improvements described as a Roadside Walk that will connect the existing sidewalk near the eastern boundary of OWNER's property with the Seminole County trail system at the intersection of County Road 46A and Rinehart Road. There is no monetary consideration.

(b) OWNER agrees to convey unto the COUNTY the Property Rights as additional consideration for the Roadside Walk and to enable the COUNTY to complete the Project as described in the Construction Plans. The COUNTY shall be responsible for the restoration of all disturbed areas as described in the referenced Construction Plans. The COUNTY's responsibility for construction in the Temporary Construction Easement shall be limited to installing a type "C" FDOT-standard grated inlet over the existing mitered-end section, extending the storm drain pipe and connecting it to the existing inlet within the COUNTY's right-of-way located at or near Station 82+00 (RT) as shown in the Construction Plans.

(c) COUNTY shall be responsible for the following closing costs: recording fees for the Quit Claim Deed and deed of easement provided above, and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(d) OWNER shall be responsible for its own attorney's fees, closing costs and taxes to prepare and record instruments, all other expenses necessary to provide title unto COUNTY free and clear of all liens and encumbrances, and real property taxes and assessments outstanding up to and including the date of closing. The said closing costs and taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and be paid to the proper authority on behalf of the OWNER.

(e) 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.

(f) OWNER warrants that there are no hazardous wastes or other forms of contamination located in, on or under the premises or Property Rights. If in the course of construction of the Project any such wastes or contamination is found, OWNER shall bear the full cost and responsibility for cleanup of the premises and Property Rights, including consequential delay damages and change orders incurred by the COUNTY or its contractors. OWNER shall indemnify, defend and hold harmless the COUNTY, its commissioners, officials, managers, employees, contractors or agents from and against any and all claims, suits, proceedings, and causes of action related to the presence of such hazardous wastes and contamination within the boundaries of the premises or the Property Rights, whether possessed, asserted, brought or made by any third party, the OWNER, or the commissioners, officers, managers, employees, contractors or agents of the COUNTY or OWNER.

(g) The COUNTY's and OWNER's obligations under this Purchase Agreement shall survive closing.

**III. CONDITIONS**

(a) COUNTY shall be obligated to the OWNER for the above-stated construction work only upon the proper execution and delivery by OWNER to the COUNTY of all the instruments required to complete the above purchase and sale. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the premises and Property Rights upon the date of delivery of the instruments and closing of this Agreement. During the period before the closing, OWNER agrees to exercise diligent care in protecting the premises from waste, theft and vandalism.

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

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

(e) 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.

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

**WITNESSES:**

**BENTLEY PARK ASSOCIATES, LTD.,  
a Florida limited partnership**

\_\_\_\_\_  
Print name:

By: EPI-BENTLEY PARK, INC.,  
a Florida corporation, as its general partner

\_\_\_\_\_  
Print name:

By: \_\_\_\_\_  
James H. Pugh, Jr., President

Date: \_\_\_\_\_

**ATTEST:**

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

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

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
County Attorney

07/07/03

P:\USERS\CAHZ01\AGREEMTS\BENTLEY\PKROADS\IDEWALK\CG30630PURCHAGT.DOC

EXHIBIT 1

Document Prepared By:  
Herbert S. Zishckau III  
Assistant County Attorney  
Seminole County Services Bldg.  
1101 East First Street  
Sanford, Florida 32771

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, whose address is 359 Carolina Avenue, Winter Park, Florida 32789, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

**WITNESSETH:** That the GRANTOR, for and in consideration of the mutual promises and covenants set forth in the Purchase And Construction Agreement (the "Agreement") between the parties, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-1" & "A-2"

Property Appraiser's Parent Parcel I.D. No: 05-20-30-300-007N-0000

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

EXHIBIT 1

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered  
In the presence of:

BENTLEY PARK ASSOCIATES, LTD.,  
a Florida limited partnership

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: EPI-BENTLEY PARK, INC.,  
A Florida corporation, as its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
James H. Pugh, Jr., President

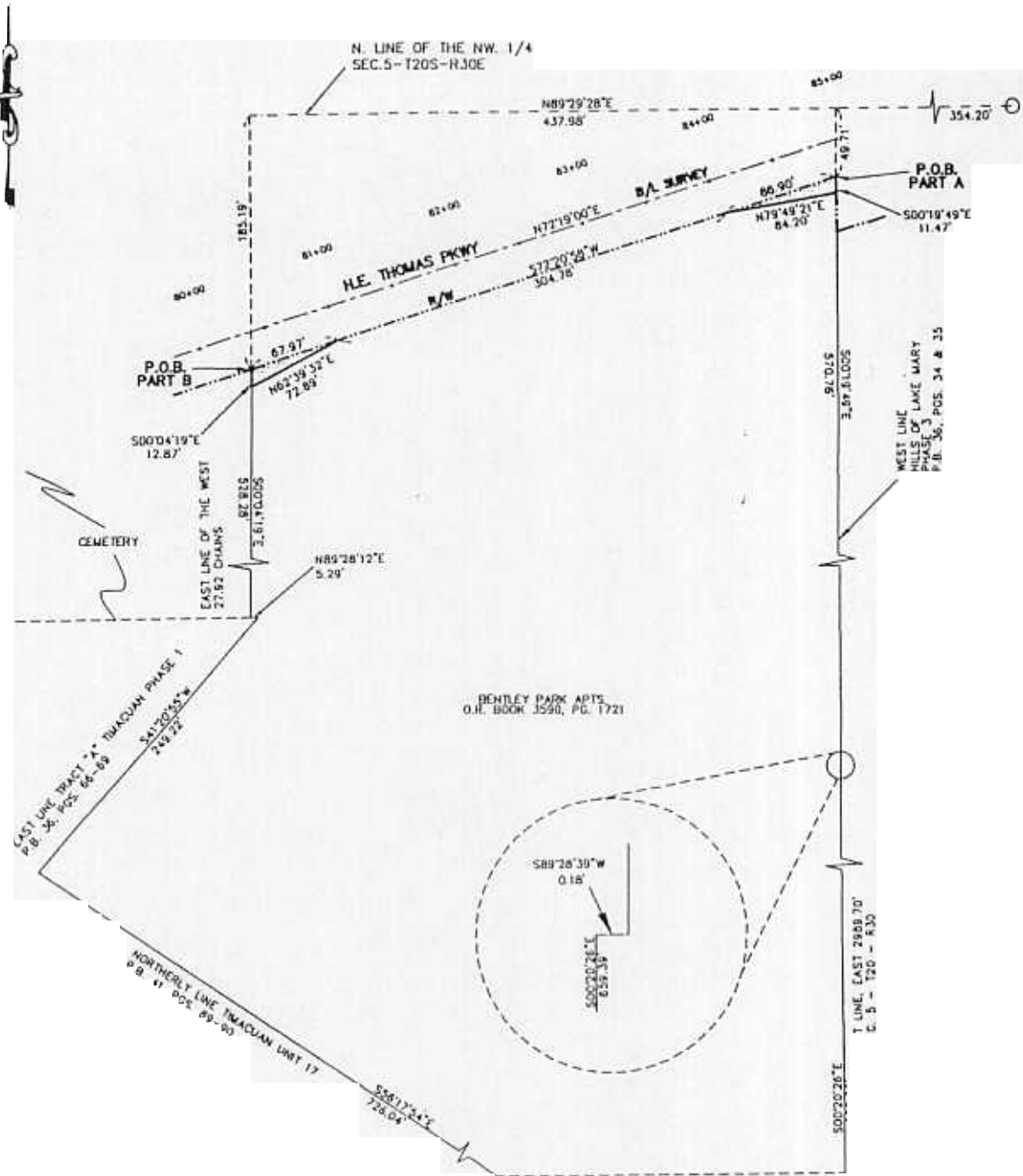
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James H. Pugh, Jr., President of EPI-BENTLEY PARK, INC., a Florida corporation, the General Partner of BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

## SEMINOLE COUNTY

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

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

*(Signature)*  
 No. 4723  
 STATE OF FLORIDA

## LEGEND

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

FIELD DATE: N/A  
 DATE: 01-08-03  
 JOB NAME: 02-022

SCALE: 1"=100'  
 DRAWN BY: L.W.  
 CHECKED BY:



# LEGAL DESCRIPTION

Legal Description:  
46A Phase II - Trail (Bentley Park Apts.)

That portion of that certain parcel as recorded in Official Records Book 3590, page 1721 of the public records, Seminole County, Florida. Lying in the Northwest ¼ of the Northwest ¼ of Section 5, Township 20 South, Range 30 East, Seminole County, Florida.

Being more particularly described as follows:

(Part A)

Commence at the North ¼ corner of said Section 5; Thence run S89°29'28"W along the North line of the Northwest ¼ of said Section 5 a distance of 354.20 to a point of intersection with the East line projected Northerly of the aforementioned parcel; Thence run S00°19'49"E along said projected line a distance of 49.71 feet to its intersection with the Southerly right-of-way line of the East bound lane of County Road 46A as depicted on the Seminole County 46A Phase II right-of-way maps and the Point of Beginning; Thence continue S00°19'49"E along the Easterly line of said parcel a distance of a distance of 11.47 feet; Thence run S79°49'21"W a distance of 84.20 feet to a point on said Southerly right-of-way line; Thence run N72°20'58"E along said right-of-way line a distance of 86.90 feet to the Point of Beginning.

Containing 476 square feet more or less.

And

(Part B)

Commence at the North ¼ corner of said Section 5; Thence run S89°29'28"W along the North line of the Northwest ¼ of said Section 5 a distance of 792.18 to a point of intersection with the West line projected Northerly of the aforementioned parcel; Thence run S00°04'19"E along said projected line a distance of 185.19 feet to its intersection with the Southerly right-of-way line of the East bound lane of County Road 46A as depicted on the Seminole County 46A Phase II right-of-way maps and the Point of Beginning; Thence run N72°20'58"E along said right-of-way line a distance of 67.97 feet; Thence run S62°39'32"W a distance of 72.89 feet to a point on the Westerly line of said parcel; Thence run N00°04'19"W along said Westerly line a distance of 12.87 feet to the Point of Beginning.

Containing 417 square feet more or less.

02-022-5.doc  
Page 1 of 1

SHEET 2 OF 2

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

## LEGEND

BEARINGS BASED ON : NORTH LINE OF THE NW 1/4 SECTION 5, TOWNSHIP 20 SOUTH  
RANGE 30 EAST, AS BEING N89°29'28"E

## SURVEYOR'S NOTES

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

### REVISIONS

#	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

FIELD DATE: N/A  
DATE: 01-08-03  
JOB NAME: 02-022

SCALE: 1"=100'  
DRAWN BY: L.W.  
CHECKED BY:

EXHIBIT 2

Document Prepared By:  
Herbert S. Zishckau III  
Assistant County Attorney  
Seminole County Services Bldg.  
1101 East First Street  
Sanford, Florida 32771

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS DEED OF EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, whose address is 359 Carolina Avenue, Winter Park, Florida 32789, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTEE.

**WITNESSETH:** That the GRANTOR, for and in consideration of the mutual promises and covenants set forth in the Purchase And Construction Agreement (the "Agreement") between the parties, does hereby grant unto the GRANTEE an easement, to be exercised during construction of the project, to enter upon the following described lands:

See Sketch of Description and Legal Description attached hereto as Exhibits "B-1" & "B-2"

Property Appraiser's Parent Parcel I.D. No: 05-20-30-300-007N-0000

for the purposes set forth in said Agreement.

ANY improvements that may be constructed by the GRANTEE in this Temporary Construction Easement shall become the responsibility and property of the GRANTOR when this easement ends.

**THIS EASEMENT** shall cease and determine upon completion of the project, but no later than ONE (1) year from the beginning of construction of the project.

**GRANTOR** covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to sign a document giving further assurances to the GRANTEE if requested.

EXHIBIT 2

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

Signed, Sealed & Delivered  
In the presence of:

BENTLEY PARK ASSOCIATES, LTD.,  
a Florida limited partnership

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: EPI-BENTLEY PARK, INC.,  
A Florida corporation, as its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
James H. Pugh, Jr., President

(CORPORATE SEAL)

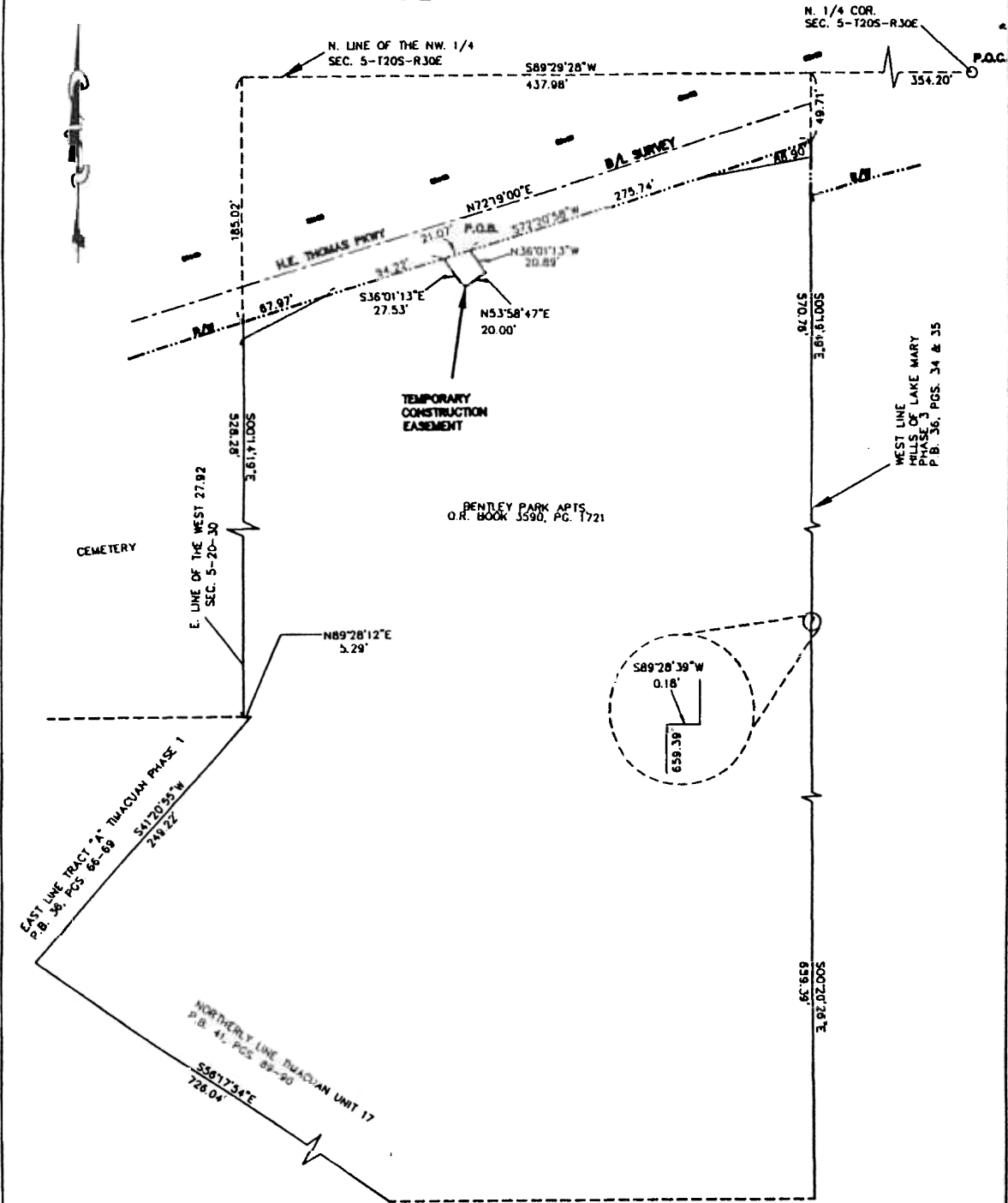
STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James H. Pugh, Jr., President of EPI-BENTLEY PARK, INC., a Florida corporation, the General Partner of BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

P:\USERS\CADE01\MY DOCUMENTS\INSTRUMENTS\BENTLEY PARK TCE.DOC

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

**SEMINOLE COUNTY**  
 ENGINEERING DEPARTMENT  
 SURVEY SECTION  
 520 W. LAKE MARY BLVD.  
 SANFORD, FLORIDA 32773  
 (407)323-2500 EXT.5647

## LEGEND

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

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

*[Signature]*  
 No. 4723  
 231

FIELD DATE: N/A	SCALE: 1"=100'
DATE: 05/20/03	DRAWN BY: L.W.
JOB NAME: 02-027	CHECKED BY: G.L.

# LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT:

46A PHASE II - BENTLEY PARK APTS.

THAT PORTION OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3590, PAGE 1721 OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA. LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE RUN S89°29'28"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 354.20 FEET TO A POINT OF INTERSECTION OF THE EAST LINE PROJECTED NORTHERLY OF THE AFOREMENTIONED PARCEL; THENCE RUN S00°19'49"E ALONG SAID PROJECTED LINE A DISTANCE OF 49.71 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST BOUND LANE OF COUNTY ROAD 46A AS DEPICTED ON THE SEMINOLE COUNTY 46A PHASE II RIGHT-OF-WAY MAP; THENCE RUN S72°20'58"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 275.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S72°20'58"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 21.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S36°01'13"E A DISTANCE OF 27.53 FEET; THENCE RUN N53°58'47"E A DISTANCE OF 20.00 FEET; THENCE RUN N36°01'13"W A DISTANCE OF 20.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 484 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

<p style="text-align: center; font-weight: bold; font-size: 1.2em;">SURVEYOR'S NOTES</p> <p>1. THIS IS NOT A SURVEY.                  2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.                  3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.</p>	<p style="text-align: center; font-weight: bold; font-size: 1.2em;">LEGEND.</p> <p>BEARINGS BASED ON :</p> <p>THE NORTH LINE OF THE NW 1/4 SEC. 5-T20S-R30E</p> <p>AS BEING S89°29'28"W</p>
--	---

REVISIONS				REQUESTED BY:
#	DATE	BY	REVISIONS	
1				
2				
3				

Document Prepared By:  
Herbert S. Zishckau III  
Assistant County Attorney  
Seminole County Services Bldg.  
1101 East First Street  
Sanford, Florida 32771

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, whose address is 359 Carolina Avenue, Winter Park, Florida 32789, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

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See Sketch of Description and Legal Description attached hereto as Exhibits "A-1" & "A-2"

Property Appraiser's Parent Parcel I.D. No: 05-20-30-300-007N-0000

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

**IN WITNESS WHEREOF**, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered  
In the presence of:

**BENTLEY PARK ASSOCIATES, LTD.**,  
a Florida limited partnership

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: **EPI-BENTLEY PARK, INC.**,  
A Florida corporation, as its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
James H. Pugh, Jr., President

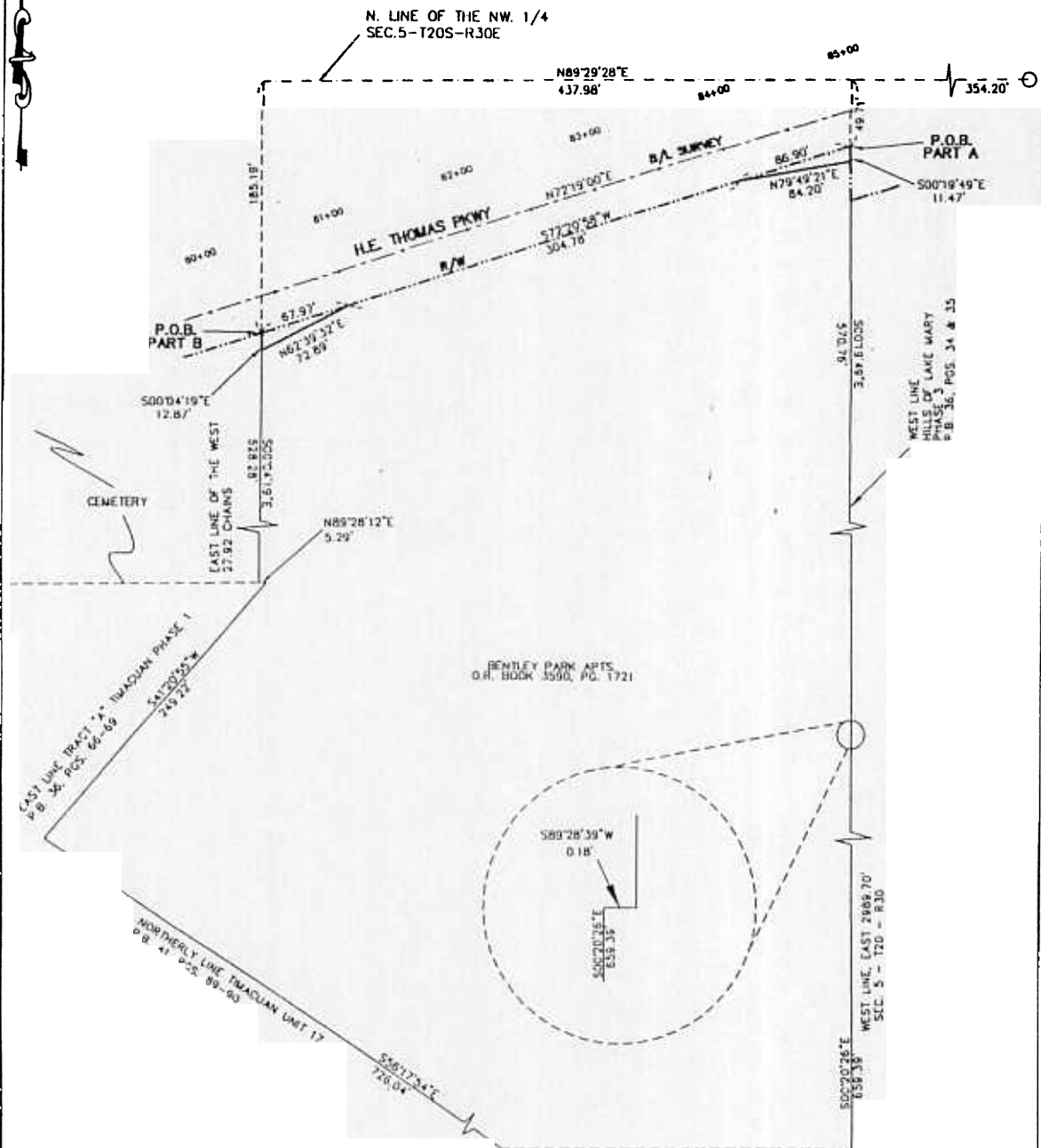
(CORPORATE SEAL)

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James H. Pugh, Jr., President of EPI-BENTLEY PARK, INC., a Florida corporation, the General Partner of BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

## SEMINOLE COUNTY

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

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

BY: *Gary A. Leise*  
 No. 4723  
 STATE OF FLORIDA  
 GARY A. LEISE, P.L.S. FLA. CERT. # 4723

## LEGEND

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

FIELD DATE: N/A  
 DATE: 01-08-03  
 JOB NAME: 02-022





Document Prepared By:  
Herbert S. Zishckau III  
Assistant County Attorney  
Seminole County Services Bldg.  
1101 East First Street  
Sanford, Florida 32771

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

### **TEMPORARY CONSTRUCTION EASEMENT**

**THIS DEED OF EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, whose address is 359 Carolina Avenue, Winter Park, Florida 32789, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTEE.

**WITNESSETH:** That the GRANTOR, for and in consideration of the mutual promises and covenants set forth in the Purchase And Construction Agreement (the "Agreement") between the parties, does hereby grant unto the GRANTEE an easement, to be exercised during construction of the project, to enter upon the following described lands:

See Sketch of Description and Legal Description attached hereto as Exhibits "B-1" & "B-2"

Property Appraiser's Parent Parcel I.D. No: 05-20-30-300-007N-0000

for the purposes set forth in said Agreement.

**ANY** improvements that may be constructed by the GRANTEE in this Temporary Construction Easement shall become the responsibility and property of the GRANTOR when this easement ends.

**THIS EASEMENT** shall cease and determine upon completion of the project, but no later than ONE (1) year from the beginning of construction of the project.

**GRANTOR** covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to sign a document giving further assurances to the GRANTEE if requested.

**IN WITNESS WHEREOF**, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered  
In the presence of:

**BENTLEY PARK ASSOCIATES, LTD.,**  
a Florida limited partnership

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: **EPI-BENTLEY PARK, INC.,**  
A Florida corporation, as its General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
James H. Pugh, Jr., President

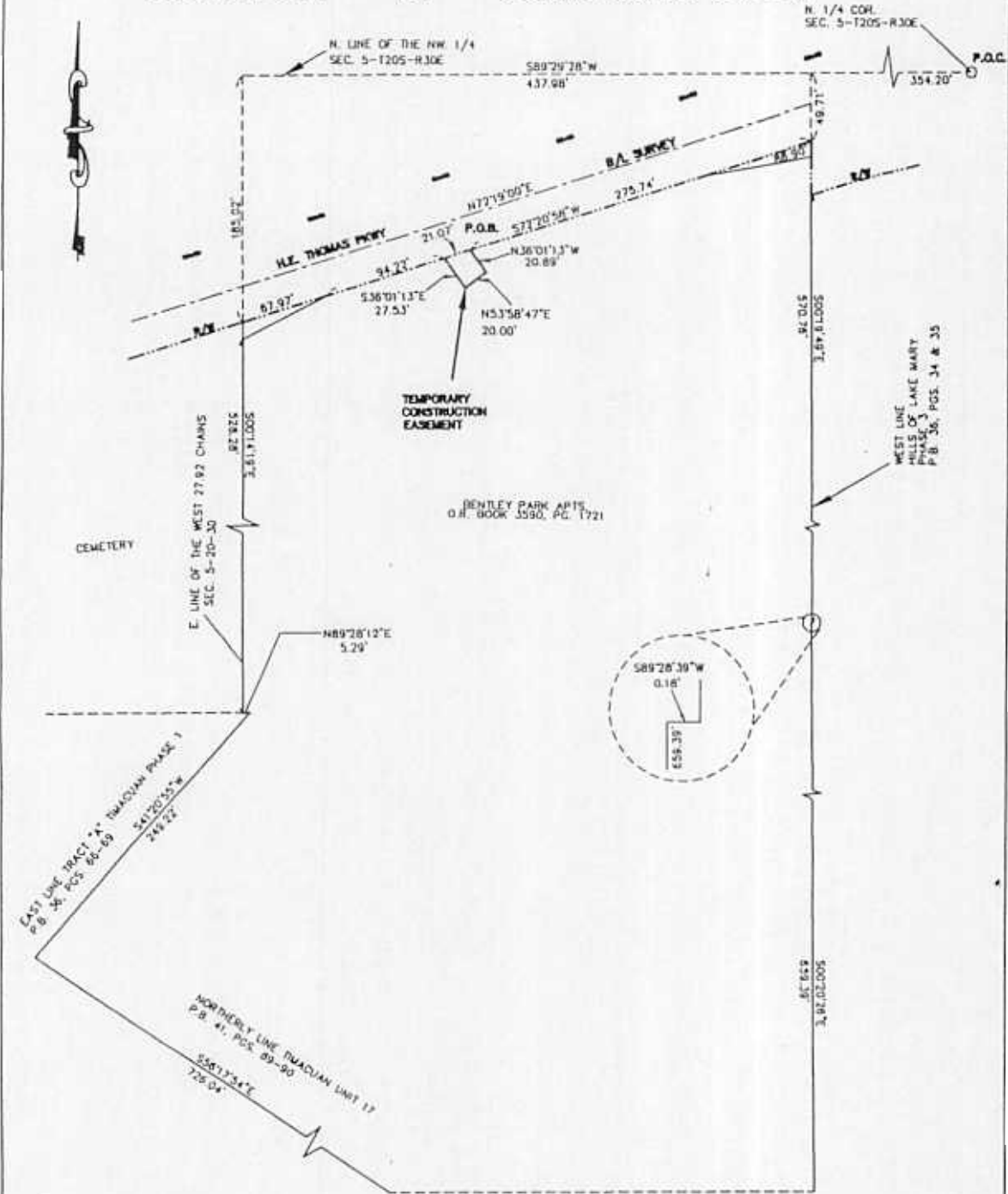
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James H. Pugh, Jr., President of EPI-BENTLEY PARK, INC., a Florida corporation, the General Partner of BENTLEY PARK ASSOCIATES, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

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

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

**SEMINOLE COUNTY**  
 ENGINEERING DEPARTMENT  
 SURVEY SECTION  
 520 W. LAKE MARY BLVD.  
 SANFORD, FLORIDA 32773  
 (407)323-2500 EXT.5647

## LEGEND

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

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

BY: *Gary A. Leise*  
 GARY A. LEISE, P.L.S., FLA. CERT. # 4723  
 STATE OF FLORIDA  
 SURVEYOR

FIELD DATE: N/A  
 DATE: 05/20/03  
 JOB NAME: 07-077

SCALE: 1"=100'

# LEGAL DESCRIPTION

**TEMPORARY CONSTRUCTION EASEMENT:**

46A PHASE II - BENTLEY PARK APTS.

THAT PORTION OF THAT CERTAIN PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 3590, PAGE 1721 OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE RUN S89°29'28"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5 A DISTANCE OF 354.20 FEET TO A POINT OF INTERSECTION OF THE EAST LINE PROJECTED NORTHERLY OF THE AFOREMENTIONED PARCEL; THENCE RUN S00°19'49"E ALONG SAID PROJECTED LINE A DISTANCE OF 49.71 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE EAST BOUND LANE OF COUNTY ROAD 46A AS DEPICTED ON THE SEMINOLE COUNTY 46A PHASE II RIGHT-OF-WAY MAP; THENCE RUN S72°20'58"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 275.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S72°20'58"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 21.07 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S36°01'13"E A DISTANCE OF 27.53 FEET; THENCE RUN N53°58'47"E A DISTANCE OF 20.00 FEET; THENCE RUN N36°01'13"W A DISTANCE OF 20.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 484 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

<p style="text-align: center; font-weight: bold; font-size: 1.2em;">SURVEYOR'S NOTES</p> <p>1. THIS IS NOT A SURVEY.                  2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.                  3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY</p>			<p style="text-align: center; font-weight: bold; font-size: 1.2em;">LEGEND</p> <p>BEARINGS BASED ON :</p> <p>THE NORTH LINE OF THE NW 1/4 SEC. 5-T20S-R30E</p> <p>AS BEING S89°29'28"W</p>		
REVISIONS					
	DATE	BY	REVISIONS		
2				REQUESTED BY:	
3					
4					
JOB NAME: 02-022		FIELD DATE: N/A	DATE: 05/20/03	SCALE: 1"=100'	DRAWN BY: L.W.