

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Purchase and Sale Agreement for Compensatory Mitigation Lands
for the Cross Seminole Trail North Project.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** David Martin, P.E. EXT. 5610
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>10-10-06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and Authorize the Chairman to execute the Purchase and Sale Agreement for compensatory mitigation lands for the Cross Seminole Trail North project.

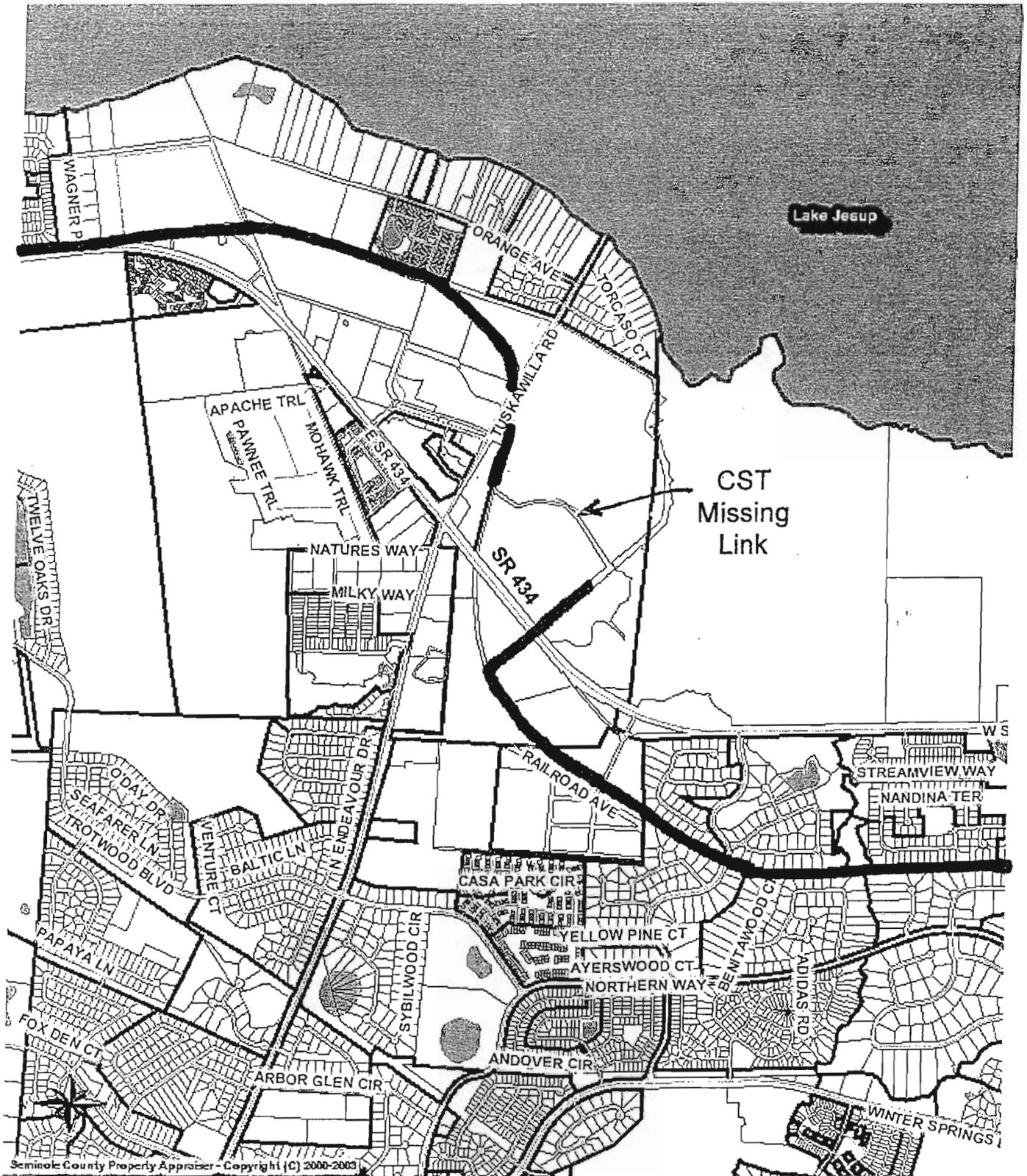
District 2 – Commissioner Morris (Jerry McCollum, P.E.)

BACKGROUND:

The Cross Seminole Trail through Winter Springs has a 1,800 linear foot missing link, (see attached location map). The missing link is due to the location of a former eagles' nest and the determination by the permitting agency that jurisdictional wetlands exist along the corridor. The proposed trail project will impact 0.51 acres of wetlands, resulting in a St. Johns River Water Management District determination that compensatory mitigation of 6.50 acres from the Palm Ranch, Inc. / Bergmann Mitigation Tract is needed in conjunction with the District's permitting for this missing link project. The cost of the compensating mitigation lands is \$65,000. Pending a review of the necessary Federal Environmental Permit, additional acreage from the same tract may be required by the Army Corps of Engineers. The execution of this agreement will authorize the acquisition of the compensatory mitigation lands at \$10,000 per acre and will allow staff to begin the final procedures for obtaining the two environmental permits required for the missing link of the trail in this area.

Attachments: Location Map
Agreement

Reviewed by:	<u><i>[Signature]</i></u> <u>9/19/06</u>
Co Atty:	<u><i>[Signature]</i></u>
DFS:	_____
Other:	<u><i>[Signature]</i></u>
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CPWE02</u>



Location Map

(Project # 187702)

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between PALM RANCH, INC., a Florida corporation, whose address is 2521 SR 415, Sanford, Florida, 32771, hereinafter referred to as the "SELLER" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, FL 32771, hereinafter referred to as the "BUYER".

W I T N E S S E T H:

WHEREAS, SELLER is engaged in the business of providing compensatory mitigation lands for projects requiring governmental approval for development; and

WHEREAS, BUYER needs to obtain compensatory mitigation lands to meet regulatory obligations for its Cross Seminole Trail Project, St. Johns River Water Management District Permit # 4-117-95247-3, hereinafter referred to as the "PROJECT"; and

WHEREAS, SELLER is the owner of property, hereinafter referred to as the "PROPERTY", as described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, specific areas of the PROPERTY appear to constitute compensatory mitigation lands and may be authorized by the St. Johns River Water Management District, hereinafter referred to as "SJRWMD" and the United States Army Corps of Engineers, hereinafter referred to as "ACOE" as such; and

WHEREAS, the PROJECT contains fifty-one/one hundredth (0.51) acres of wetlands that SJRWMD and ACOE require mitigated as a condition of permit issuance; and

WHEREAS, the BUYER agrees to purchase from the SELLER as set forth hereunder the right to utilize a portion of the PROPERTY as a conservation easement for compensatory mitigation purposes, subject to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. CONSERVATION EASEMENT. Subject to the conditions specified in this Agreement, SELLER shall convey to BUYER or, at BUYER's option, to SJRWMD or any other party designated by BUYER, a conservation easement in substantially the form attached hereto and incorporated herein, as Exhibit "B" covering that portion of the PROPERTY required by SJRWMD and ACOE as a condition precedent to issuing a permit to BUYER for construction of the PROJECT, hereinafter referred to as the "MITIGATION PARCEL". The SELLER shall convey the conservation easement free and clear of encumbrances or, in the alternative, appropriate subordinations of liens shall be provided such that the conservation easement remains in full force and effect in the event of a foreclosure, a deed in lieu of foreclosure, an arrangement with creditors or any other transfer of the underlying fee interest in the PROPERTY. The parties agree that the legal

description of the MITIGATION PARCEL shall be prepared by a surveyor licensed by the State of Florida at SELLER's expense. Preliminary indications are that the MITIGATION PARCEL must be at least six and one half (6.50) acres, however, in no event shall the size of the MITIGATION PARCEL be less than that required by SJRWMD and ACOE as compensatory mitigation for purposes of BUYER obtaining regulatory approvals for the PROJECT. After the closing, SELLER shall not allow any use of the MITIGATION PARCEL:

- (a) contrary to the terms of the conservation easement; or
- (b) in violation of any condition of the permit(s) issued by the regulatory authorities for the PROJECT, or
- (c) that would impair the use of the MITIGATION PARCEL for its intended purpose as compensatory mitigation for the PROJECT. This restriction shall survive the closing.

SECTION 2. PURCHASE PRICE. The purchase price for the conservation easement over the MITIGATION PARCEL shall be calculated at the rate of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) per acre, payable at the closing. No additional payment shall be due from BUYER to SELLER for any management fee, enhancement cost, vegetative planting cost or, without limitation, any other regulatory requirements regarding use of the MITIGATION PARCEL as compensatory mitigation for the PROJECT.

SECTION 3. SELLER'S ASSISTANCE. SELLER shall assist BUYER during the regulatory approval process by providing a sketch and legal description of the proposed MITIGATION PARCEL and responding to other matters as may be required by the regulatory agencies for approval of

the MITIGATION PARCEL as compensatory mitigation.

SECTION 4. REGULATORY APPROVAL OF THE MITIGATION PARCEL. The closing of the transaction described herein is contingent upon approval of the MITIGATION PARCEL as compensatory mitigation for the PROJECT by all regulatory agencies with jurisdiction. Should such approval not be secured in a timely fashion then BUYER may, by written notice to SELLER, terminate this Agreement and neither party shall thereafter have any further obligation to the other pursuant to this Agreement. SELLER represents and warrants that the PROPERTY intended as compensatory mitigation has been reviewed by the regulatory agencies to a limited extent and verbally determined appropriate as compensatory mitigation lands.

SECTION 5. BUYER AND SELLER AUTHORITY. BUYER and SELLER warrant that each has the authority to sign this Agreement and bind itself to the terms herein.

SECTION 6. ENVIRONMENTAL REPRESENTATIONS AND INSPECTIONS. SELLER, to the best of its knowledge, hereby represents and warrants to BUYER the following:

(a) The PROPERTY and all uses of the PROPERTY have been and presently are in compliance with all federal, state, and local environmental laws except as herein disclosed to BUYER.

(b) No hazardous substances have been generated, stored, treated, or transferred on the PROPERTY, except as herein disclosed to BUYER.

(c) SELLER has no knowledge of any spill or violation of any environmental law or regulation on any property contiguous to or in the vicinity of the PROPERTY except as herein disclosed to BUYER.

(d) SELLER has not received or otherwise obtained knowledge of any spill or contamination on the PROPERTY, any existing or threatened environmental lien against the PROPERTY, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the PROPERTY except as herein disclosed to BUYER.

This Agreement contains no disclosures contemplated by this paragraph. SELLER's representations contained in this paragraph shall survive the closing and not merge into the conservation easement.

SECTION 7. ACCESS TO PROPERTY. BUYER shall at all times have the privilege and right of entering the PROPERTY with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which BUYER, in its discretion, deems necessary or desirable to determine the suitability of the PROPERTY for BUYER's intended uses thereof as compensatory mitigation. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolations tests, compaction tests, hazardous waste tests, environmental determinations and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the PROPERTY. Without limiting the generality of the foregoing, BUYER may request that representatives of the State of Florida Department of Environmental Protection, ACOE, the water management district with jurisdiction over the PROPERTY, the United States Environmental Protection Agency, and any agency of the City or County in which the PROPERTY is located visit the PROPERTY to determine the suitability of the PROPERTY as compensatory mitigation lands. The SELLER shall be given notice of any site inspections to be

made on the PROPERTY by any governmental agencies, surveyors, or other persons. BUYER agrees to notify SELLER of any site visit at least forty-eight (48) hours prior to the visit so that SELLER may accompany BUYER on said visit if SELLER so elects.

SECTION 8. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

SECTION 9. AGREEMENT NOT RECORDABLE. This Agreement shall be recorded in the records of the Clerk to the Board of County Commissioners, however, not in the public land records of any county.

SECTION 10. EFFECTIVE DATE. This Agreement is effective on the date when the last of the parties executes this document.

SECTION 11. CALCULATION OF TIME. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays. Any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. of the next business day.

SECTION 12. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SECTION 13. CLOSING/ACOE OPTION.

(a) The closing of the transaction described herein shall occur within thirty (30) days after SJRWMD's approval of the MITIGATION PARCEL as compensatory mitigation for the PROJECT. At the closing, SELLER shall convey the conservation easement referenced hereunder including the amount of property required by SJRWMD as a condition precedent to permit approval for the PROJECT and BUYER shall pay for

same at the per acre rate specified in paragraph 2 above.

(b) The parties understand and agree that ACOE may require more mitigation than that required by SJRWMD and that the amount of ACOE mitigation, if any, may not be known at the time of the closing described in subparagraph (a) above. SELLER agrees that BUYER shall have the option of acquiring an additional conservation easement over additional acreage should ACOE require same for permit approval. BUYER shall pay SELLER for the additional acreage, if any, at the same per acre rate specified in paragraph 2 above. The closing on the additional conservation easement shall occur within thirty (30) days after ACOE approval.

(c) If SJRWMD approval is not received within one (1) year after the effective date of this Agreement, then SELLER, at its option, may, by written notice to BUYER, terminate this Agreement. In the event of such a termination, neither party shall have any further obligation to the other pursuant to this Agreement. If SJRWMD approval is received before the expiration of one (1) year after the effective date of this Agreement then this subparagraph shall lapse and be of no further force or effect.

SECTION 14. SEVERABILITY. If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 15. MODIFICATIONS OR AMENDMENTS IN WRITING. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality as herewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

SELLER:

Signed, sealed and delivered in the presence of:

PALM RANCH, INC., a Florida Corporation

WITNESSES:

Rolf D. Tucker
Signature

By: Rolf Bergmann
ROLF BERGMANN, PRESIDENT

Lori D. Tucker
(Print Name)

Date: July 27, 06

[Signature]
Signature

William K. [Signature]
(Print Name)

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Rolf Bergmann, the President of PALM RANCH, INC., who is duly authorized to execute the foregoing on behalf of the corporation and who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of July, A. D. 2006.



Rolf D. Tucker
Notary Public; State of Florida
Lori D. Tucker
Printed Name

(Affix Notary Seal)

ATTEST:

BUYER:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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 _____ 2006,
regular meeting.

Sharon E. Dietrich 8-14-06

County Attorney

SED/krc
7/13/06

Attachments:

- Exhibit "A" - Legal Description
- Exhibit "B" - Conservation Easement

P:\USERS\SDIETRICH\PALMRANCH AGMT.DOC

EXHIBIT "A"

LEGAL DESCRIPTIONS*

For

PALM RANCH, INC.

<u>PARCEL ID</u>	<u>LEGAL DESCRIPTION</u>
27-19-31-300-0100-0000	LEG SEC 27 TWP 19S RGE 31E ALL UNSURVEYED PT SW OF ST JOHNS RIVER & SELY OF NEW ST RD 415 (LESS BEG 1203.9 FT E & 281.7 FT N OF SW COR RUN S 32 DEG 15 MIN E 180 FT S 71 DEG W 50 FT N 32 DEG 15 MIN W 180 FT N 71 DEG E 50 FT TO BEG)
34-19-31-300-006A-0000	SEC 34 TWP 19S RGE 31E THAT PART OF GOVT LOTS 3 & 4 & ALL UNSURVEYED PT LYING E OF SR 415 & SW OF ST JOHNS RIVER & N & W OF A LI DESC AS BEG 925 FT N OF INT E R/W SR 415 & S LI OF N ½ OF SEC RUN E 403 FT RUN N 66 DEG 24 MIN 34 SEC E TO ST. JOHNS RIVER
34-19-31-300-006D-0000	SEC 34 TWP 19S RGE 31E BEG 925 FT N & 403 FT E OF INT OF S LI OF N ½ OF SEC & E R/W LI SR 415 RUN W 403 FT S 155 FT ALONG R/W E 534 FT N 61 DEG 24MIN 34SEC E 2250 FT MORE OR LESS TO CL ST JOHNS RIVER NWLY ALONG CL 400 FT MORE OR LESS TO A PT N 56 DEG 24 MIN 34 SEC E OF BEG S 56 DEG 24 MIN 34 SEC W 2205 FT TO BEG (LESS THAT PART LYING NELY OF THE ORDINARY HIGH WATER LI OF THE ST JOHNS RIVER)
34-19-31-300-006E-0000	SEC 34 TWP 19S RGE 31E BEG 615 FT N & 694 FT E OF INT S LI OF N ½ OF SEC & E R/W LI SR 415 RUN W 694 FT N 155 FT ALONG R/W E 534 FT N 61 DEG 24 MIN 34 SEC E 2250 FT MORE OR LESS TO CL OF ST JOHNS RIVER SELY ALONG CL 310 FT MORE OR LESS TO A PT N 63 DEG 24 MIN 34 SEC E OF BEG RUN S 63 DEG 24 MIN 34 SEC W 2290 FT TO BEG (LESS THAT PART LYING NELY OF THE ORDINARY HIGH WATER LI OF THE ST JOHNS RIVER)

* Based on Seminole County Property Appraiser's Information for Palm Ranch, Inc.

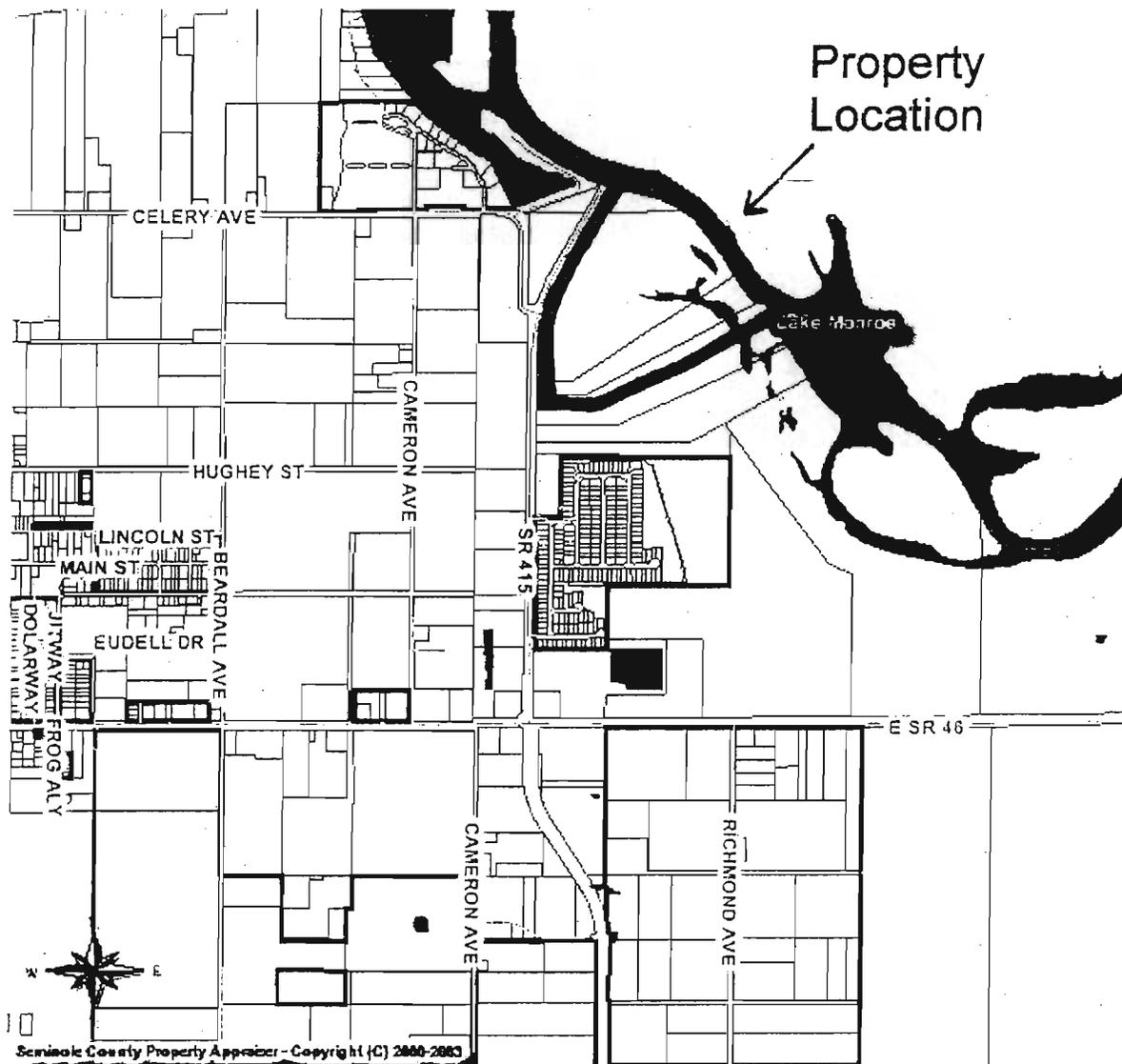


EXHIBIT "B"

Prepared by:
SUSAN E. DIETRICH, ESQ.
Assistant County Attorney
1101 East First Street
Sanford, Florida 32771

Return recorded copy to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, Florida 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of _____, 2006, by PALM RANCH, INC., a Florida corporation, whose address is 2521 SR 415, Sanford, Florida 32771, c/o Rolf Bergmann (the "Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under *Chapter 373, Florida Statutes*, having a mailing address of Post Office Box 1429, Palatka, Florida 32178-1429 (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor owns in fee simple certain real property in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor grants this conservation easement as a condition of Permit No. 4-117-95247-1 (the "Permit") issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity, except for the limited purposes provided herein,

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained in its existing natural condition to the maximum extent possible, and to allow certain improvements to be performed by Grantor.

2. Prohibited Uses. Except as may be authorized by the Permit, any activity on or use of the property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited by an individual or entity (except as same may be authorized by the Permit):

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

(b) Dumping or placing soil or another substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. To the extent and subject to the limits, procedures and requirements of law, specifically including

Section 768.28, Florida Statutes, or any successor statute, Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property except those caused by the negligent or intentional acts of Grantee or Grantee's agents and employees.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. This

Conservation Easement may not be amended without Grantee's written permission, which permission shall not be unreasonably withheld. Grantee will hold this Conservation Easement exclusively for conservation purposes.

10. Liability of Grantor. Upon Grantor's conveyance of the Property to any third party, Grantor shall be released from liability for all acts and obligations arising after the date of such conveyance.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed by its duly authorized representative, the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

PALM RANCH, INC., a Florida
Corporation

WITNESSES:

Signature

(Print Name)

Signature

(Print Name)

By: _____

ROLF BERGMANN, PRESIDENT

Date: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, the _____ of PALM RANCH, INC., who is duly authorized to execute the foregoing on behalf of the corporation and who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A. D. 2006.

Notary Public; State of Florida

(Affix Notary Seal)

Printed Name

Attachment:

Exhibit "A" - Legal Description

P:\USERS\SDIETRICH\PALMRANCH CONSERVATION EASEMENT.DOC

EXHIBIT "A"

LEGAL DESCRIPTIONS*

For

PALM RANCH, INC.

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* Based on Seminole County Property Appraiser's Information for Palm Ranch, Inc.



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