



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Herbert S. Zischkau III, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
 Kathleen Myer, Principle Engineer/Engineering Division *[Signature]*

DATE: October 16, 2003

SUBJECT: Litigation Settlement Authorization
Seminole County v. Hewitt Olson, Inc.
 Case No.: 2003-CA-2335-13-L
 East Lake Mary Boulevard, Phase IIB
 Parcel Nos. 224/824A&B
 Owners: William & Lucy Layer, John & Carlene Piloian & Marc Piloian

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 224/824A&B on the East Lake Mary Boulevard, Phase IIB road improvement project for \$60,000.00, inclusive of land value, severance damages, statutory interest and attorney's fees and costs. County Staff will achieve the settlement of these parcels through Stipulated Order of Taking and Final Judgment or closing whichever occurs first.

I THE PROPERTY

A. Location Data

The parent property comprises three parcels that extend eastward from South Cameron Avenue. The parent property is vacant acreage with a future land use of industrial.

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

B. Address

No street address has been assigned. Western frontage is on South Cameron Avenue, Sanford, Florida.

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. 224 is a fee simple acquisition of 1.2747 acres (55,525.932 square feet area) from the 20.1091 acre parent tract. Parcel Nos. 824A and 824B are 3,488 and 4,843 square foot permanent drainage easements, respectively, totaling 8,331 square feet. The remainder is 18.834 acres.

IV APPRAISED VALUE

The County's appraised value for the fee simple acquisition is \$37,200.00. The appraised value for the two permanent drainage easements is a total of \$3,700.00. The owners did not retain an appraiser or other expert.

V BINDING OFFERS/NEGOTIATIONS

The County extended a BCC-approved settlement offer to the property owners in the amount of \$45,000.00. The owners retained Attorney William Reischmann of Stenstrom, McIntosh, Colbert, Whigham, Reischmann & Partlow, P.A., who originally made a \$63,000.00 counteroffer, which included attorney's fees and costs. Through negotiations, the parties reached the proposed settlement amount of \$60,000.00, inclusive of all attorney's fees and costs.

This settlement is being recommended primarily for cost avoidance purposes. The difference between the binding written offer and the settlement amount is \$15,000.00. The costs incurred by the owner for an appraiser, etc. would easily exceed this amount, if litigation of this matter continued.

VII RECOMMENDATION

County staff recommends that the BCC approve this settlement in the amount of \$60,000.00, inclusive of attorney's fees and costs or closing of these parcels whichever occurs first.

HZ/lv

Attachments:

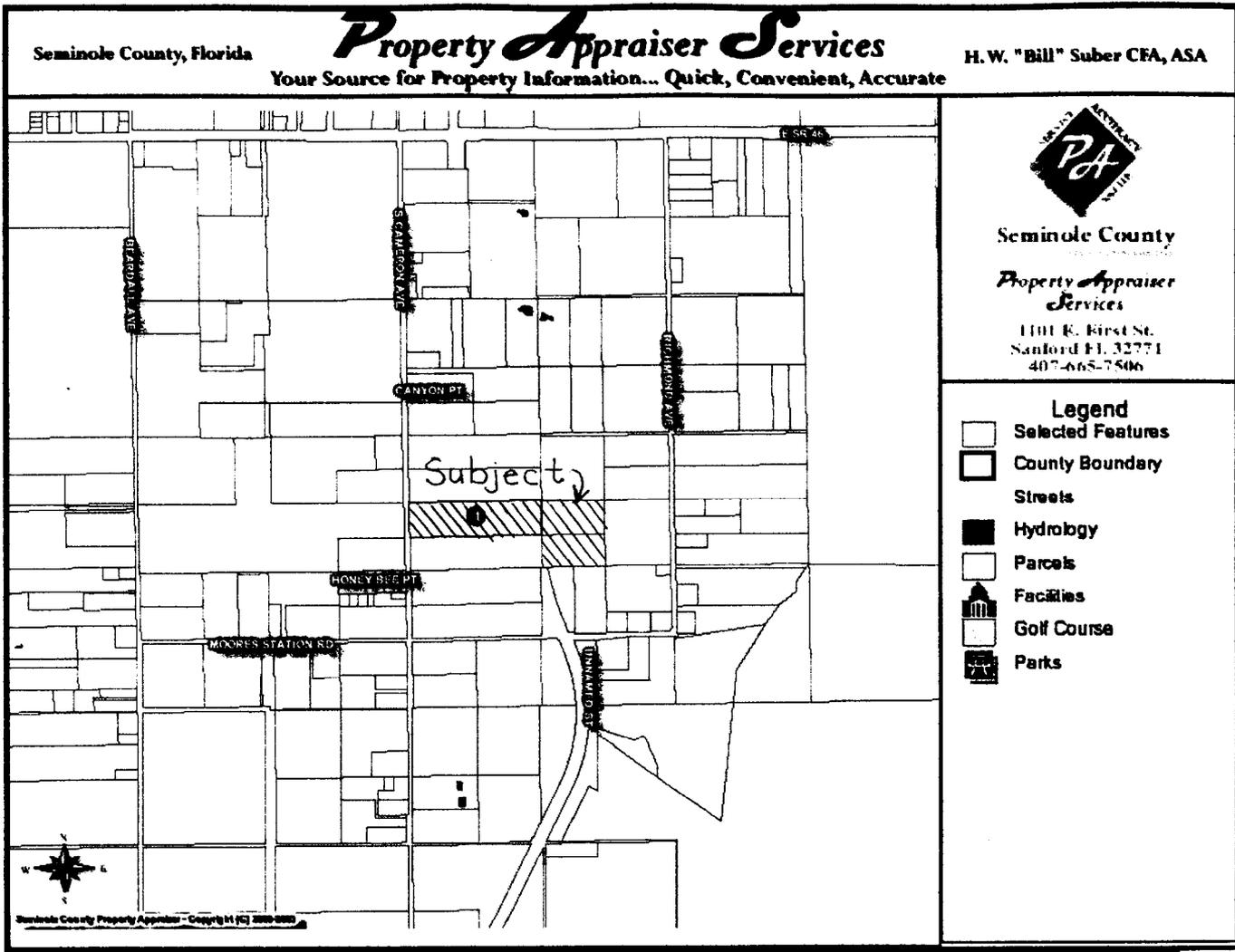
Location map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\USERS\CALV01\SETTLEMENT MEMOS\ELMB\AGENDA ITEM ELMB IIB LAYER P.224,824.DOC

Map Output



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	0320315AY000030A0	LAYER WILLIAM P & LUCY P &	207 CRYSTAL VW S	SANFORD	FL	32773



0 50
SCALE: 1" = 100'

EAST LAKE MARY BOULEVARD EXTENSION
SEMINOLE COUNTY, FLORIDA
PARCELS 224, 824A & 824B - SKETCH OF PARCELS
AREA OF PARENT TRACT = 20.1081 ACRES
AREA OF TAKING = 1.2747 ACRES
AREA OF REMAINDER RIGHT = 9.850 ACRES
AREA OF REMAINDER LEFT = 8.984 ACRES
AREA OF DRAINAGE EASEMENT 824A = 3.4673 S/P
AREA OF DRAINAGE EASEMENT 824B = 4.8623 S/P

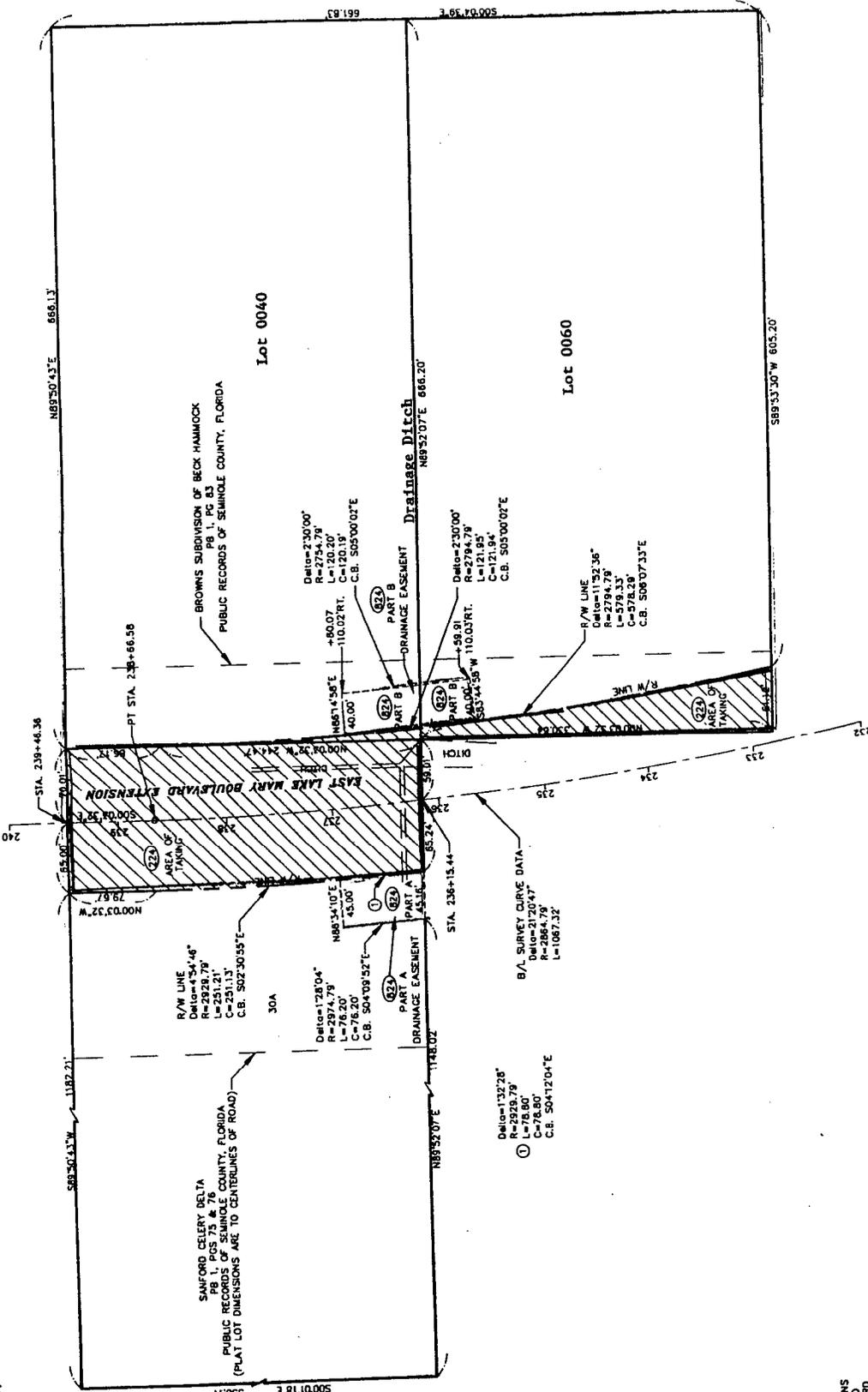


EXHIBIT B

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 RECENT PLAT MAP AND EXTENSION FROM OHIO AVENUE TO SILVER LAKE DRIVE. COUNTY PROJECT: PS-0137

KEY	DATE	REVISIONS
	1/20/03	CHANGES PER BOB SIMMONS

SKETCH DATE: 11/20/02

FIELD BOOK/PAGE: N/A

OFFICE ADDRESS:
715 N. CALDWELL, FT. LAUDERDALE, FLORIDA 33303



PHONE: (850) 866-7118
FAX: (850) 866-7113
MOBILE: (850) 833-7113
FAX: (850) 866-9883

PROJECT: EAST LAKE MARY BOULEVARD EXTENSION - SEMINOLE COUNTY - PARCEL 224
SHEET TITLE: SKETCH OF PARCELS PARENT TRACT AND AREA OF TAKING

CURT THE SHIVEY GROUP, JR. NO. TSG02224 SHEET NO. 2 C

PURCHASE AGREEMENT
FEE SIMPLE/PERMANENT EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of September, 2003, by and between WILLIAM P. LAYER and LUCY P. LAYER, husband and wife, JOHN PILOIAN and CARLENE M. PILOIAN, husband and wife, and MARC J. PILOIAN, as tenants in common, whose address is 207 Crystal View South, Sanford, FL 32773, 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"

Parcel I.D. Number: 03-20-31-501-0E00-0060
03-20-31-501-0E00-0040
03-20-31-5AY-000030A0

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel No. 224, and by Permanent Easement on Parcel No. 824A&B, free of liens and encumbrances, unto COUNTY for the sum of SIXTY THOUSAND DOLLARS (\$60,000.00). 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.

(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 tact, 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 and warrants 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 and warrants 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 and warrants 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) OWNER shall indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the properties by OWNER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the properties by OWNER or any prior owner or operator as a garbage dump or landfill. In addition, the OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(i) 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.

(j) 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 warranty deed, also include the covenant of further assurances.

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

(l) In the event that COUNTY subsequently abandons this project after

execution of this Agreement, but before closing, this Agreement shall be null and void.

(m) 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.

(n) 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.

(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 agrees to provide a median opening between Stations 237+50 and 238+00. The COUNTY agrees to provide two (2) twenty-four foot (24') curbcuts to and driveway aprons on OWNER's property in the general area and corresponding to the median opening.

East Lake Mary Blvd., Phase II B
Parcel No.'s 224/824A&B
Owners name(s) William P. Layer, Lucy P. Layer, John
Piloian, Carlene M. Piloian and Marc J. Piloian

(q) The COUNTY agrees to provide a 24' curb cut opposite Station
234+50 East to OWNER's 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:

[Signature]
SIGNATURE
as power of attorney for

Lucy P. Layer
WILLIAM P. LAYER

Tracy L Holman
PRINT NAME

ADDRESS: 207 Crystal View S.
SANFORD, Fla. 32773

Pamela D Knowles
SIGNATURE

Pamela D Knowles
PRINT NAME

[Signature]
SIGNATURE

Lucy P. Layer
LUCY P. LAYER

Tracy L Holman
PRINT NAME

ADDRESS: 207 Crystal View S.
SANFORD, Fla. 32773

Pamela D Knowles
SIGNATURE

Pamela D Knowles
PRINT NAME

[Signature]
SIGNATURE

John Piloian
JOHN PILOIAN

Tracy L Holman
PRINT NAME

ADDRESS: Box 212

Pamela D Knowles
SIGNATURE

Longwood, FL 32759

Pamela D Knowles
PRINT NAME

East Lake Mary Blvd., Phase II B
Parcel No.'s 224/824A&B

Owners name(s) William P. Layer, Lucy P. Layer, John
Piloian, Carlene M. Piloian and Marc J. Piloian

[Signature]
SIGNATURE

Carlene M. Piloian
CARLENE M. PILOIAN

Tracy L Holman
PRINT NAME

ADDRESS: PO Box 212

Pamela D Knowles
SIGNATURE

Longwood, FL 32752

Pamela D Knowles
PRINT NAME

[Signature]
SIGNATURE

Marc J. Piloian
MARC J. PILOIAN

Tracy L Holman
PRINT NAME

ADDRESS: _____

Pamela D Knowles
SIGNATURE

PO Box 2395

Pamela D Knowles
PRINT NAME

Granbury, TX 76048

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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 as its
_____, 2003, regular meeting.

[Signature]
County Attorney

000094

RIGHT-OF-WAY FEE SIMPLE

PROJECT: East Lake Mary Boulevard Extension

OWNER: William P. Layer and Lucy P. Layer, husband and wife, and John Piloian and
Carlene M. Piloian, husband and wife, and Marc J. Piloian as tenants in common

TITLE SEARCH NO.: 224A/224B/224C

R/W PARCEL NO.: 224

TAX I.D. NO.: 03-20-31-501-0E00-0060
03-20-31-501-0E00-0040
03-20-31-5AY-0000-30A0

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2103, PAGE 1878
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 EXTENSION 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 N16°35'12"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 481.86
FEET THROUGH A CENTRAL ANGLE OF 09°38'14" TO A POINT ON THE SOUTH 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, RUN N89°53'30"E ALONG SAID SOUTH LINE A DISTANCE OF 10.39 FEET TO
THE SOUTHEAST CORNER OF SAID LOT 31A, SAID POINT ALSO BEING THE SOUTHWEST
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 FOR A POINT OF BEGINNING; THENCE RUN N00°03'32"W ALONG THE WEST LINE
OF SAID LOT 6 A DISTANCE OF 330.64 FEET TO THE NORTHWEST CORNER OF SAID LOT 6,
SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 5, BLOCK E OF SAID PLAT OF
BROWN'S SUBDIVISION OF BECK HAMMOCK AND THE SOUTHEAST CORNER OF LOT 30A OF
SAID PLAT OF SANFORD CELERY DELTA; THENCE RUN S89°52'07"W ALONG THE SOUTH LINE
OF SAID LOT 30A A DISTANCE OF 59.01 FEET TO A POINT ON AFORESAID CENTERLINE OF
SURVEY; THENCE CONTINUE S89°52'07"W A DISTANCE OF 65.24 FEET TO A POINT ON A
NON-TANGENT A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2929.79 FEET
AND A CHORD BEARING OF N02°30'55"W; THENCE FROM A RADIAL BEARING OF
N85°01'42"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 251.21 FEET THROUGH
A CENTRAL ANGLE OF 04°54'46" TO THE POINT OF TANGENCY THEREOF; THENCE RUN
N00°03'32"W A DISTANCE OF 79.67 FEET TO A POINT ON THE NORTH LINE OF LOT 30A
OF SAID PLAT OF SANFORD CELERY DELTA; THENCE RUN N89°50'43"E ALONG SAID NORTH
LINE A DISTANCE OF 65.00 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE
CONTINUE N89°50'43"E A DISTANCE OF 70.01 FEET TO THE NORTHEAST CORNER OF SAID
LOT 30A; THENCE RUN S00°03'32"E A ALONG THE EAST LINE OF SAID LOT 30A DISTANCE
OF 86.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND
HAVING A RADIUS OF 2794.79 FEET AND A CHORD BEARING OF S06°07'33"E; THENCE

EXHIBIT "A"

000095

FROM A RADIAL BEARING OF S89°48'45"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 579.33 FEET THROUGH A CENTRAL ANGLE OF 11°52'37" TO A POINT ON THE SOUTH LINE OF LOT 6, BLOCK E OF SAID PLAT OF BROWN'S SUBDIVISION OF BECK HAMMOCK; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S77°56'08"W; THENCE RUN S89°53'30"W ALONG SAID SOUTH LINE A DISTANCE OF 61.12 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 1.275 ACRES, 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.

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.


Michael J. Cavaliere DATE 9-24-02
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"

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PERMANENT DRAINAGE EASEMENT

PROJECT: East Lake Mary Boulevard Extension

OWNER: William P. Layer and Lucy P. Layer, husband and wife, and John Piloian and Carlene M. Piloian, husband and wife, and Marc J. Piloian as tenants in common

TITLE SEARCH NO.: 224A/224B/224C

R/W PARCEL NO.: 824

TAX I.D. NO.: 03-20-31-501-0E00-0060
03-20-31-501-0E00-0040
03-20-31-5AY-0000-30A0

CONSULTANT: Lochrane Engineering, Inc.

(PART A)

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2103, PAGE 1878 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 EXTENSION 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 N13°14'37"W; THENCE FROM A RADIAL BEARING OF N68°35'41"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 816.18 FEET THROUGH A CENTRAL ANGLE OF 16°19'25" TO A POINT ON THE SOUTH LINE OF LOT 30A 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 N84°55'06"E, RUN S89°52'07"W ALONG SAID SOUTH LINE OF SAID A DISTANCE OF 65.24 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°52'07"W A DISTANCE OF 45.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2974.79 FEET AND A CHORD BEARING OF N04°09'52"W; THENCE FROM A RADIAL BEARING OF N85°06'06"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.20 FEET THROUGH A CENTRAL ANGLE OF 01°28'04"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N86°34'10"E, RUN N86°34'10"E A DISTANCE OF 45.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2929.79 FEET AND A CHORD BEARING OF S04°12'04"E; THENCE FROM A RADIAL BEARING OF S86°34'10"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.80 FEET THROUGH A CENTRAL ANGLE OF 01°32'28" TO THE POINT OF BEGINNING.

CONTAINING THEREIN 3,488 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

(PART B)

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2103, PAGE 1878 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

EXHIBIT "A"

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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 EXTENSION 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 N0°43'55"W THENCE FROM A RADIAL BEARING OF N68°35'41"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 1067.32 FEET THROUGH A CENTRAL ANGLE OF 21°20'47" TO THE POINT OF TANGENCY THEREOF; THENCE N00°03'32"W A DISTANCE OF 79.78 FEET TO A POINT ON THE NORTH LINE OF LOT 30A 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 CENTERLINE OF SURVEY, RUN N89°50'43"E ALONG SAID NORTH LINE A DISTANCE OF 70.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 31A; THENCE RUN S00°03'32"E ALONG THE EAST LINE OF LOT 31A A DISTANCE OF 86.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2794.79 FEET AND A CHORD BEARING OF S01°58'08"E; THENCE DEPARTING SAID EAST LINE FROM A RADIAL BEARING OF S89°48'45"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 173.79 FEET THROUGH A CENTRAL ANGLE OF 03°33'47" FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S86°14'58"W, RUN N86°14'58"E A DISTANCE OF 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2754.79 FEET AND A CHORD BEARING OF S05°00'02"E; THENCE FROM A RADIAL BEARING OF S86°14'58"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 120.20 FEET THROUGH A CENTRAL ANGLE OF 02°30'00"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S83°44'58"W, RUN S83°44'58"W A DISTANCE OF 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2794.79 FEET AND A CHORD BEARING OF N05°00'02"W; THENCE FROM A RADIAL BEARING OF N83°44'58"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 121.95 FEET THROUGH A CENTRAL ANGLE OF 02°30'00" TO THE POINT OF BEGINNING.

CONTAINING THEREIN 4,843 SQUARE FEET, MORE OR LESS.

CONTAINING THEREIN A TOTAL OF 8,331 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.

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.


Michael J. Cavallere
Florida Registered Land Surveyor #3701
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

9-24-02
DATE

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

EXHIBIT "A"