



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

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

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*
Ext. 5736

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

DATE: November 6, 2003

SUBJECT: Purchase Agreement Settlement Authorization
East Lake Mary Boulevard IIB
Owner: Lamar Brooks
Parcel Nos. 230/730/830

This Memorandum requests authorization by the Board of County Commissioners (BCC) of a revised purchase agreement for Parcel Nos. 230/730/830 on the East Lake Mary Boulevard IIB road improvement project. The proposed settlement amount is \$165,000.00, with no attorney's fees or costs incurred.

I THE PROPERTY

A. Location Data

The parent tract for Parcels 230/730/830 is located along the east side of Cameron Avenue approximately 660 feet south of SR46. See the location map and sketch, which are designated as Exhibit A and Exhibit B, respectively. The purchase agreement for this parcel is attached and designated as Exhibit C.

The parent tract is zoned industrial and is being utilized by the owner for his site development and land clearing business. A mobile home improvement is located on the site.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 for the East Lake Mary Boulevard IIB road improvement project, authorizing the acquisition of the above-referenced parcels, and finding that the construction of the East Lake Mary

Boulevard 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 ACQUISITIONS/REMAINDERS

Parcel No. 230 is a fee simple acquisition totaling 1.0525 acres. Parcel No. 830 is a permanent drainage easement of 12,389 square feet, and Parcel No. 730 is a temporary construction easement consisting of 980 square feet. The remainder property consists of 5.7897 acres.

IV APPRAISED VALUE

The appraised value for Parcel No. 230 is \$139,400.00. The appraised value for Parcel No. 730 is \$400.00, and for 830 is \$6,800.00, for a combined total of \$146,600.00.

V BINDING OFFERS/NEGOTIATIONS

The County extended a binding written offer to this property owner in the amount of \$160,000.00. The property owner accepted the binding written offer at that amount; however, closing was delayed because a property inspection by the County revealed contamination in the area of acquisition. County hazardous materials staff inspected the property and determined that minor contamination was present on the property to be acquired. County staff proposed to the property owner as part of this proposed settlement agreement that the owner would utilize his industrial equipment and employees and at his own expense, would remove all contaminated soils from the property to be acquired by the County. The owner would proceed to properly dispose of the soils at a designated County landfill. The County would supervise and monitor the excavation, removal and disposal. The County would pay the property owner a total of \$165,000.00 for the property and the elimination of the contamination. The County would withhold \$10,000.00 from the total compensation amount in order to insure that the removal of the contamination was completed to the County's satisfaction. The property owner agreed to the above settlement conditions.

VI COST AVOIDANCE/ANALYSIS

The proposed settlement is only \$5,000.00 more than the binding written offer extended by the County to the property owner. The property owner has been cooperative, but has stated he will hire an attorney if the settlement is not approved. If this parcel proceeds to litigation, the County's appraisal and court related costs, plus the owner's appraisal costs, would certainly exceed \$5,000.00.

VII RECOMMENDATION

County staff recommends that the BCC approve and execute the revised replacement Purchase Agreement in the amount of \$165,000.00, with no attorney fees

or expert's costs incurred, and allow the property owner to proceed with the cleanup of the property.

LV/la

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

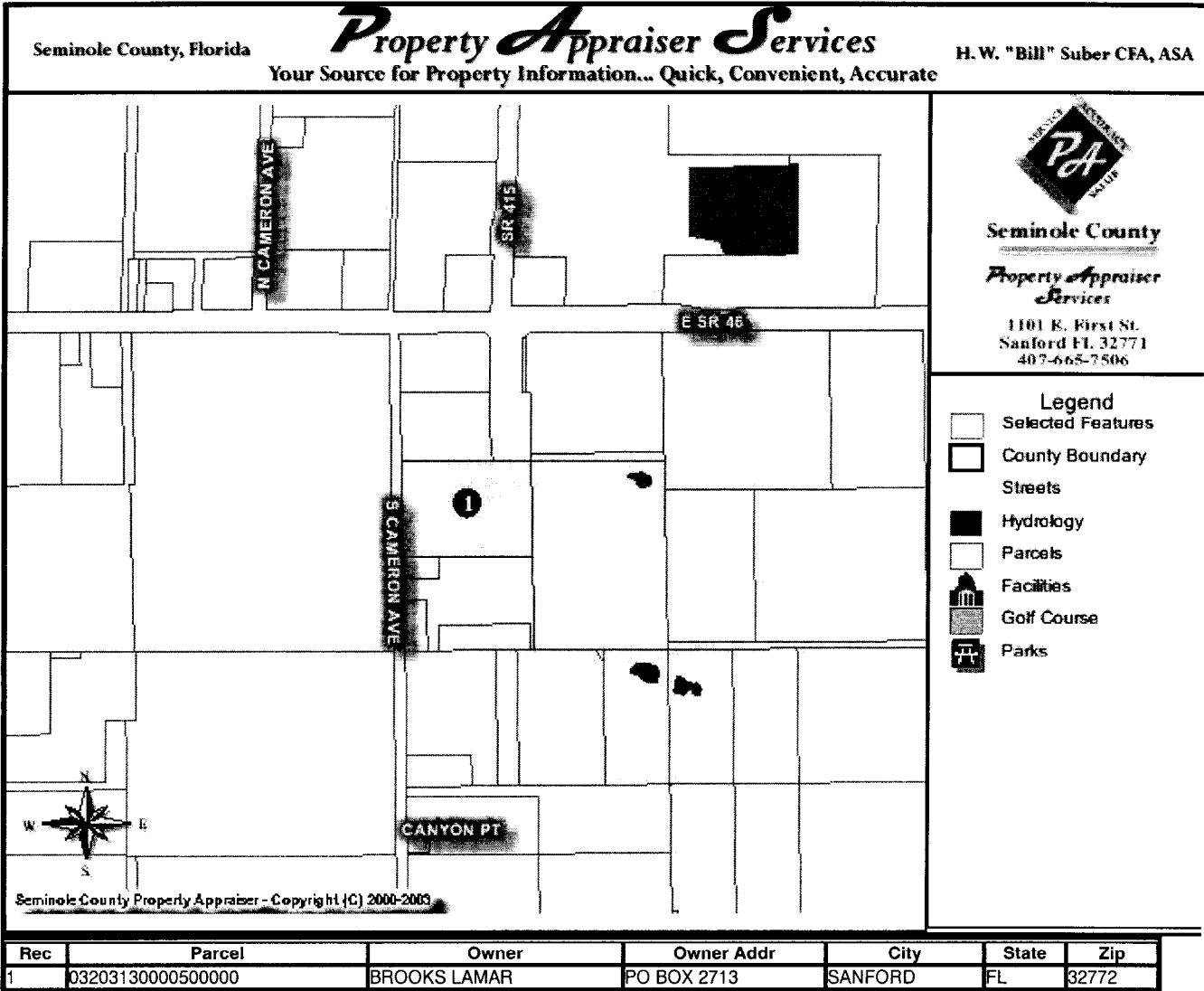
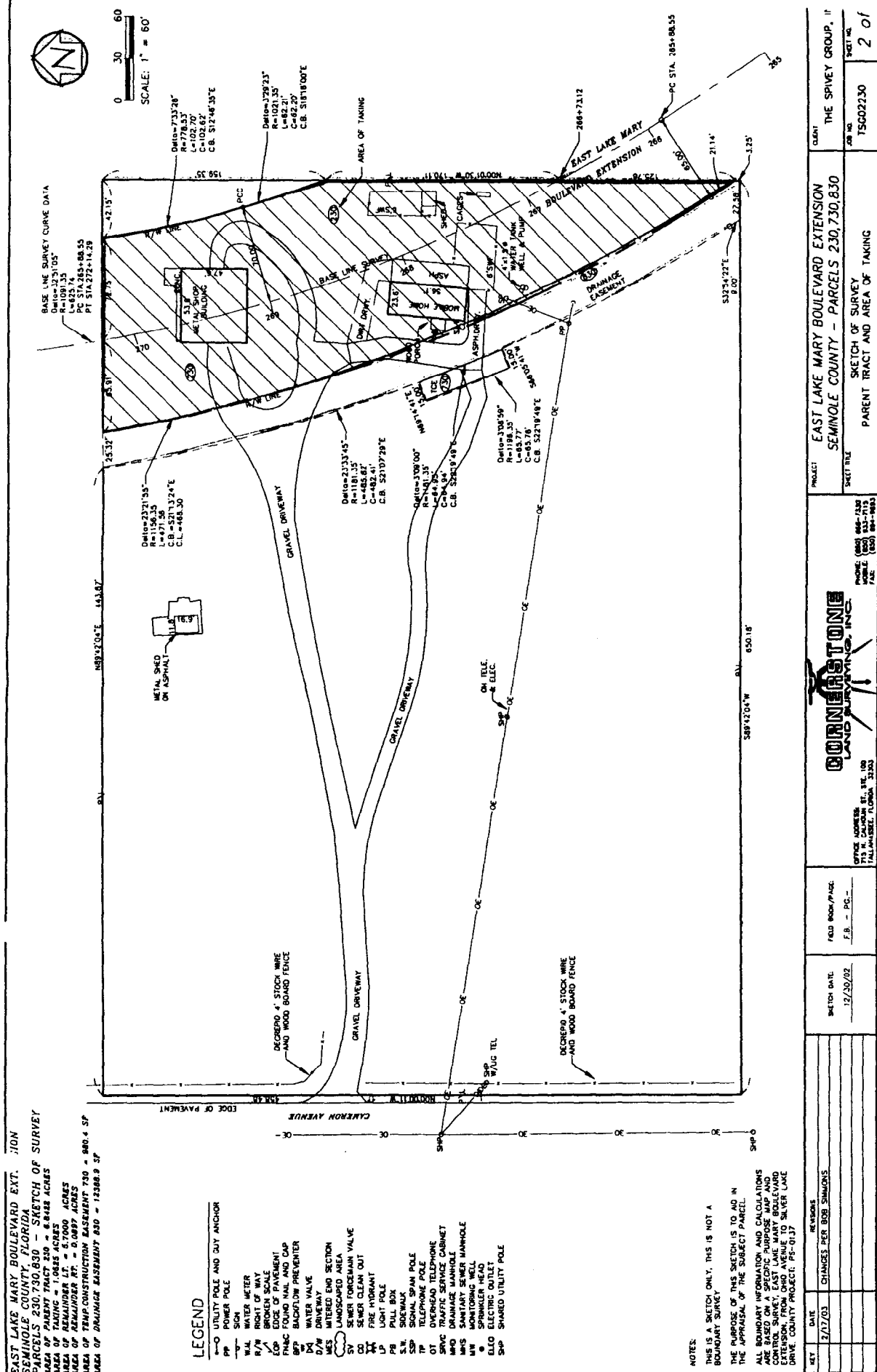


EXHIBIT A



SCALE: 1" = 60'



EAST LAKE MARY BOULEVARD EXTENSION
 SEMINOLE COUNTY, FLORIDA
 PARCELS 230, 730, 830 - SKETCH OF SURVEY
 AREA OF TAKING = 1.0683 ACRES
 AREA OF REMAINDER LT. = 5.7000 ACRES
 AREA OF REMAINDER RT. = 0.0887 ACRES
 AREA OF TEMP. CONSTRUCTION BASEMENT 730 = 940.4 SF
 AREA OF DRAINAGE BASEMENT 830 = 12388.9 SF

LEGEND

- UTILITY POLE AND JUY ANCHOR
- PP POWER POLE
- W— WATER METER
- W/W WATER OF WAY
- B— BROKEN SCALE
- E— EDGE OF PAVEMENT
- F— FENCE FOUND NAIL AND CAP
- B/P— BACKFLOW PREVENTER
- D/W WATER VALVE
- D/W DRIVEWAY
- C— CURB AND SECTION
- L— LANDSCAPED AREA
- S/V— SEMI FORKMAN VALVE
- L/H— LIGHT POLE
- L/P— LIGHT PULL BOX
- S.N. SIDEWALK
- S.P. SIGNAL SPAN POLE
- T— TELEPHONE
- O/T— OVERHEAD TELEPHONE
- S/V/C TRAFFIC SERVICE CABINET
- M/D DRAINAGE MANHOLE
- M/S SANITARY SEWER MANHOLE
- M/W— MONITORING WELL
- E/O— ELECTRIC OUTLET
- S/P SHARED UTILITY POLE

NOTE:
 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 AND CONTROL SURVEY. THIS MAP IS NOT A BOUNDARY DRIVE COUNTY PROJECT. PS-0137

DATE	7/17/03	CHANGES PER BOB SIMMONS	REVISIONS
SKETCH DATE	12/30/02		
FIELD BOOK/PAGE	F.B. - PC -		
PROJECT	EAST LAKE MARY BOULEVARD EXTENSION		
CLIENT	THE SPIVEY GROUP, II		
PROJECT	SEMINOLE COUNTY - PARCELS 230, 730, 830		
SKETCH TITLE	SKETCH OF SURVEY		
JOB NO.	75G02230	SHEET NO.	2 of
OFFICE ADDRESS	CORNERSTONE LAND SURVEYING, INC. 713 N. GARDNER ST., STE. 100 TALLAHASSEE, FLORIDA 32303		
PHONE (904) 885-7100	FAX (904) 885-9824		

EXHIBIT B

**PURCHASE AGREEMENT
FEE SIMPLE, TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 6th day of November, 2003, by and between LAMAR BROOKS, whose address is PO Box 2713, Sanford, FL 32772-2713, 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 a 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 Exhibits "A"

Parcel I.D. Number: 03-20-31-300-0050-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey Parcel No. 230 of the above referenced project by Warranty Deed, Parcel No. 830 by Permanent Easement, free of liens and encumbrances; and Parcel No. 730 by Temporary Construction Easement unto COUNTY for the sum of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from the start date of construction on Parcel No. 730.

(b) COUNTY shall 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, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and 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 designated closing agent. 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 property upon the date of delivery of the instruments and closing of this Agreement. The COUNTY shall provide extended possession of the property to OWNER, expiring on March 01, 2004. 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 normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) The OWNER agrees that all retained improvements shall be removed at the expense of the OWNER from the proposed new right-of-way within 100 days from the approval date of the executed Agreement.

(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 OWNER shall, at the COUNTY's direction, utilize OWNER's industrial equipment and employees at OWNER's expense, excavate, load, and remove contaminated soils from the property to a designated COUNTY landfill, under the supervision and monitoring of the COUNTY's employees, agents, and or its consultants.

(q) The COUNTY shall withhold (hold back) the sum of TEN THOUSAND DOLLARS (\$10,000.00) in the closing agents escrow account, until the work as described in Item III.p, above, has been completed to the satisfaction of the COUNTY.

IV. EFFECTIVE DATE

(a) This Purchase Agreement shall be effective upon execution by the parties and supercede and replace the previous Purchase Agreement for the parcels, dated July 16, 2003.

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

WITNESSES:

Debra R. Edge Lamar Brooks
SIGNATURE LAMAR BROOKS

Debra R. Edge ADDRESS: PO Box 2713
PRINT NAME Sanford, FL 32772-2713

Mark D. Gisclar
SIGNATURE
MARK D. GISCLAR
PRINT NAME

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. 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
County Attorney

EXHIBIT "A"

RIGHT-OF-WAY FEE SIMPLE

PROJECT: East Lake Mary Boulevard Extension

OWNER: Lamar Brooks

TITLE SEARCH NO.: 230

R/W PARCEL NO.: 230

TAX I.D. NO.: 03-20-31-300-0050-0000

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1127, PAGE 1956 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

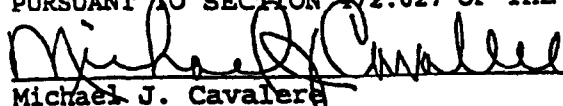
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055980; THENCE RUN N89°56'43"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 532.66 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; THENCE RUN S00°13'36"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 26.99 FEET; THENCE RUN S00°03'17"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 482.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1091.35 FEET AND A CHORD BEARING OF S05°04'32"E; THENCE FROM A RADIAL BEARING OF S89°56'43"W, RUN ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE OF SURVEY A DISTANCE OF 191.27 FEET THROUGH A CENTRAL ANGLE OF 10°02'30" TO A POINT ON THE NORTH LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE AND SAID CENTERLINE OF SURVEY FROM A RADIAL BEARING OF S79°54'13"W, RUN N89°42'04"E ALONG SAID NORTH LINE A DISTANCE OF 72.75 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 778.53 FEET AND A CHORD BEARING OF S12°46'35"E; THENCE FROM A RADIAL BEARING OF S81°00'10"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.70 FEET THROUGH A CENTRAL ANGLE OF 07°33'28" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1021.35 FEET AND A CHORD BEARING OF S18°18'00"E; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 62.21 FEET THROUGH A CENTRAL ANGLE OF 03°29'23" TO A POINT ON THE EAST LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S69°57'18"W, RUN S00°01'34"E ALONG SAID EAST LINE A DISTANCE OF 170.11 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE S00°01'34"E ALONG SAID EAST LINE A DISTANCE OF 125.76 FEET; THENCE RUN N32°54'22"W A DISTANCE OF 21.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1156.35 FEET AND A CHORD BEARING OF N21°13'24"W; THENCE FROM A RADIAL BEARING OF N57°05'38"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 471.56 FEET THROUGH A CENTRAL ANGLE OF 23°21'55" TO A POINT ON THE NORTH LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N80°27'33"E, RUN N89°42'04"E ALONG SAID NORTH LINE A DISTANCE OF 65.91 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 1.053 ACRES OR, MORE OR LESS.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3, 20, AND 21 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. Cavallera 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"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: East Lake Mary Boulevard Extension

OWNER: Lamar Brooks

TITLE SEARCH NO.: 230

R/W PARCEL NO.: 730

TAX I.D. NO.: 03-20-31-300-0050-0000

CONSULTANT: Lochrane Engineering, Inc.

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 1127, PAGE 1956 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055980; THENCE RUN N89°56'43"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 532.66 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; ; THENCE RUN S00°13'36"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 26.99 FEET; THENCE RUN S00°03'17"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 482.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1091.35 FEET AND A CHORD BEARING OF S05°04'32"E; THENCE FROM A RADIAL BEARING OF S89°56'43"W, RUN ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE OF SURVEY A DISTANCE OF 191.27 FEET THROUGH A CENTRAL ANGLE OF 10°02'30" TO A POINT ON THE NORTH LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE AND SAID CENTERLINE OF SURVEY FROM A RADIAL BEARING OF S79°54'13"W, RUN S89°42'04"W A DISTANCE OF 91.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1181.35 FEET AND A CHORD BEARING OF S15°02'58"E; THENCE FROM A RADIAL BEARING OF S80°39'23"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.29 FEET THROUGH A CENTRAL ANGLE OF 11°24'42" FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE HAVING A CHORD BEARING OF S22°19'49"E, A DISTANCE OF 64.95 FEET THROUGH A CENTRAL ANGLE OF 03°09'00"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S66°05'41"W; THENCE RUN S66°05'41"W A DISTANCE OF 15.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1196.35 FEET AND A CHORD BEARING OF N22°19'49"W; THENCE FROM A RADIAL BEARING OF N66°05'41"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 65.77 FEET THROUGH A CENTRAL ANGLE OF 03°09'00"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N69°14'41"E, RUN N69°14'41"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 980 SQUARE FEET, MORE OR LESS.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3 AND 20 OF THE RIGHT OF WAY MAPS FO 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. Cavale 9-24-02
Michael J. Cavale DATE

Florida Registered Land Surveyor #3701
NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Lochrane Engineering

EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT

PROJECT: East Lake Mary Boulevard Extension

OWNER: Lamar Brooks

TITLE SEARCH NO.: 230

R/W PARCEL NO.: 830

TAX I.D. NO.: 03-20-31-300-0050-0000

CONSULTANT: Lochrane Engineering, Inc.

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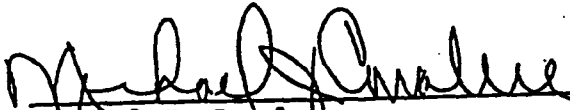
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055980; THENCE RUN N89°56'43"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 532.66 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; THENCE RUN S00°13'36"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 26.99 FEET; THENCE RUN S00°03'17"E ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 482.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1091.35 FEET AND A CHORD BEARING OF S05°04'32"E; THENCE FROM A RADIAL BEARING OF S89°56'43"W, RUN ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE OF SURVEY A DISTANCE OF 191.27 FEET THROUGH A CENTRAL ANGLE OF 10°02'30" TO A POINT ON THE NORTH LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE AND SAID CENTERLINE OF SURVEY FROM A RADIAL BEARING OF S79°54'13"W, RUN S89°42'04"W A DISTANCE OF 65.91 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1156.35 FEET AND A CHORD BEARING OF S21°13'24"E FOR A POINT OF BEGINNING; THENCE FROM A RADIAL BEARING OF S80°27'33"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 471.56 FEET THROUGH A CENTRAL ANGLE OF 23°21'55" TO THE POINT OF TANGENCY THEREOF; THENCE RUN S32°54'22"E A DISTANCE OF 21.14 FEET TO A POINT ON THE EAST LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE RUN S00°01'34"E ALONG SAID EAST LINE A DISTANCE OF 3.25 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 7 ACRES; THENCE RUN S89°42'04"W ALONG THE SOUTH LINE OF SAID NORTH 7 ACRES A DISTANCE OF 27.58 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N32°54'22"W A DISTANCE OF 9.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1181.35 FEET AND A CHORD BEARING OF N21°07'29"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 485.82 FEET THROUGH A CENTRAL ANGLE OF 23°33'45" TO A POINT ON THE NORTH LINE OF THE NORTH 7 ACRES OF THE SOUTH 14 ACRES OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N80°39'23"E, RUN N89°42'04"E ALONG SAID NORTH LINE A DISTANCE OF 25.32 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 12,389 SQUARE FEET, MORE OR LESS.

THE SKETCH FOR THIS DESCRIPTION IS SHOWN ON SHEETS 3, 20, AND 21 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. Cavalete 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