

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Natural Lands Program: Caretaker Agreements

DEPARTMENT: Planning & Development DIVISION: Community Resources Division

AUTHORIZED BY: Don Fisher CONTACT: Jim Duby EXT. 7345

<p>Agenda Date 11/26/02 Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/></p> <p>Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/></p>
---

**MOTION/RECOMMENDATION:**

Authorize chairman to execute approval of three new caretaker agreements and a modification of a fourth caretaker agreement.

**BACKGROUND:**

Subsequent to the Boards approval of the caretaker program on Natural Lands Sites and as well as the Boards approval of the construction of three new caretaker residences, staff has interviewed and is recommending the following three candidates for the locations referenced below.

- Geneva Wilderness Area – Sergeant Dwayne Johnson
- Lake Proctor Wilderness Area – Lieutenant Edward Allen
- Econ River Wilderness Area – Investigator Scott Slavin

The current agreement for the Econ River Wilderness Area is with Randy Garrett. Mr. Garrett has requested to the transfer to the Chuluota Wilderness Area. A modification to the existing fourth agreement is required to authorize this transfer.

Staff recommends that Board approve three new caretaker agreements and the modification to the existing agreement with Mr. Garrett.

Reviewed by:	
Co Atty:	<u>KCC</u>
DFS:	_____
Other:	_____
DCM:	<u>SS</u>
CM:	<u>TS</u>
File No.	<u>cpdc05</u>

**THIS AGREEMENT** made and entered into this 5 day of NOVEMBER, 2002, by and between 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 "**COUNTY**," and ED ALLEN, whose address at the time of signing this Agreement is 111 E. GOODHEART AVE., hereinafter referred to as the "**CARETAKER**."

**W I T N E S S E T H:**

**WHEREAS**, vandalism, security and safety are major concerns at Seminole County natural lands areas; and

**WHEREAS**, the **COUNTY** has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

**WHEREAS**, the **CARETAKER** is desirous of living in one of the residences on the **COUNTY's** property; and

**WHEREAS**, this Agreement will benefit the public and serve a governmental and public purpose.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood,

**Section 1. Grant of Use.** The **COUNTY** hereby agrees that the **CARETAKER** may reside in and utilize for residential purposes a residence owned by the **COUNTY**. The location of said residence shall be determined and assigned by the **COUNTY** subsequent to the execution of this Agreement and may be unilaterally changed by the **COUNTY** upon 30 days written notice provided to the **CARETAKER**.

**Section 2. Rent.** **CARETAKER** shall pay a rent to the **COUNTY** of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1<sup>st</sup>) day of the month of **CARETAKER's** residence at the residence. Failure to provide a monthly rent payment by the fifth (5<sup>th</sup>) day of each month of residence shall subject **CARETAKER** to eviction from the residence and/or disinstatement as a caretaker of the residence. All rental payments shall be made payable to the Seminole County Board of County Commissioners.

**Section 3. Term.** This Agreement shall become effective upon full execution by the **COUNTY** and the **CARETAKER** and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

connections including electrical, water and septic that will exclusively accommodate the residence. The **CARETAKER** shall pay all charges related to the use of these utilities. In regard to the residence at the Geneva Wilderness Area residence, the **COUNTY** will pay all charges for electricity for the public well.

(b) The **CARETAKER** shall have a telephone installed within the residence. The deposit required, installation expenses and all telephone bills shall be the sole and exclusive responsibility of the **CARETAKER**. The **CARETAKER** shall make the telephone number available to the **COUNTY**.

(c) The **COUNTY** shall inspect and service the heating and cooling systems on the residence at least once per every three hundred sixty-five (365) days.

**Section 5. Utility Lines.** The **COUNTY** shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

**Section 6. Other Improvements.** The **CARETAKER** shall not erect fences, install any out buildings or construct any permanent improvements on the residence or **County**-owned property, except as may be agreed to in advance in writing by the **COUNTY**.

residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances and rules.

(b) The **CARETAKER** shall allow the **COUNTY** full and free access to and into the residence for inspection purposes.

(c) A **COUNTY** agent shall inspect the residence at least once every six (6) months.

(d) The **CARETAKER** shall make no alteration to the **COUNTY**-owned property, including vegetative materials, without the express written permission of the **COUNTY**. The **CARETAKER** shall provide his own maintenance equipment.

(e) The **CARETAKER** shall pay the **COUNTY** for any damage to the residence considered above normal wear and tear or which is caused by the **CARETAKER's** negligence.

#### **Section 8. Uses.**

(a) The **CARETAKER** shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the **CARETAKER** shall only operate motorized vehicles on the **COUNTY**-owned property for the purpose of performing security inspections on

**Section 9. Family and Guests.** The **CARETAKER** shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the **COUNTY**. The **CARETAKER** shall be responsible for the acts and omissions of himself, family members and guests. The **CARETAKER** shall conduct himself, and shall require that his family, and others visiting the residence with his consent, conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any **COUNTY** function or activity relative to the residence, and does not in any way constitute a breach of the peace. The **CARETAKER** shall inform the **COUNTY** of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

**Section 10. Duties.**

(a) Assist the **COUNTY** with protection of the residence and the associated **COUNTY**-owned property as described in attached Exhibit A (hereinafter referred to as the "Associated Property.") Specifically, the **CARETAKER** shall provide minimal maintenance and related services with regard to the residence by:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the **COUNTY**.

(3) Fully reporting any vandalism, equipment damage or unusual incidents to the **COUNTY** by providing all appropriate information.

(4) Informing users of the Associated Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up of buildings, restrooms and grounds including, but not limited to, mowing of the area immediately around the residence.

(6) Calling for or summoning ambulance, police or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and Associated Property no less than once per week every week to identify and report any discrepancies in the residence or on the Associated Property or concerns relative to the conditions and use of the residence and Associated property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Associated Property to the **COUNTY** on forms provided by the **COUNTY**.

**COUNTY.**

(b) The **CARETAKER** has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, shall have no claim to a pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the **COUNTY's** officers and employees either by operation or law or by the **COUNTY**.

(d) No claim for services furnished by the **CARETAKER** not specifically provided for herein shall be honored by the **COUNTY**.

(e) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, agrees to abide by Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees," and additionally agrees that he or she will not cause, or attempt to cause, an officer or an employee of Seminole County to violate this Part of the Florida Statutes.

**Section 11. Termination.** It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Associated Property and that this Agreement may be terminated by



not be effective until thirty (30) days after the delivery of said notice to the other party. The **COUNTY**, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the **COUNTY**. The **COUNTY**, acting through its County Manager or Deputy County Manager may terminate this Agreement immediately and without the requisite thirty (30) days of notice in the event that he or she determines in his or her sole discretion that the **CARETAKER** has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the **COUNTY**.

**Section 12. Insurance and Indemnification.**

(a) The **CARETAKER** shall maintain insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the residence and Associated Property. The **COUNTY** may maintain its own protection against such claims arising out of its ownership of the residence and Associated Property.

any and all actions, costs, expenses liabilities, claims, losses, damages or injuries incurred by or due to the acts or omissions of the **CARETAKER**, anyone from **CARETAKER's** family, and the **CARETAKER's** guests while at the residence or on the Associated Property.

(c) The **CARETAKER** may maintain certain domesticated animals at the residence and Associated Property only if approved in writing by the **COUNTY**. The **CARETAKER** agrees to the following requirements in order to keep any animal at the residence or on the Associated Property.

(1) The **CARETAKER** shall have full responsibility to maintain licenses or tags or other registration requirements relating to any such animal kept at the residence or on the Associated Property.

(2) The **CARETAKER** shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Associated Property.

(3) The **CARETAKER** agrees to hold harmless, indemnify and defend the **COUNTY** from and against any actions, costs, expenses, liabilities, claims, losses, damages or injuries arising at any time from the keeping or owning any such animal at the residence or on the Associated Property. The **CARETAKER**

residence or on the Associated Property.

(4) The **CARETAKER** shall comply with all applicable animal control ordinances, codes or laws and shall keep any such animal under constant supervision, either penned, chained or inside the residence at all times.

(5) The **CARETAKER** agrees to ensure that no visitors, guests, or users of the residence or Associated Property are exposed to, have access to, or are harmed by any such animal.

**Section 13. Notices.**

(a) Any notice required or desired of either party hereunder to be given to the other including rental payments shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

**THE CARETAKER**

ED ALLEN  
111 E. GOODHEART AVE.  
LAKE MARY, FL. 32746

**THE COUNTY:**

Jim Duby, Principal Coordinator  
Planning and Development Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Conflict of Interest.** The parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or cause the officers, agents, officials or employees of the other party to violate said provisions.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

WITNESSES:

Jorja E Marris  
Jorja E marris  
Print Name

Carrinne Fail  
Carrinne Fail  
Print Name

CARETAKER:

By: [Signature]  
Date: 11-5-02

STATE OF FLORIDA  
COUNTY OF SEMINOLE

5<sup>th</sup> The foregoing instrument was acknowledged before me on this day of Nov, 2002, by \_\_\_\_\_ who is personally known to me or who has produced FLADL A450-221-68-002 as identification.



Patricia A. Crampton  
MY COMMISSION # CC850415 EXPIRES  
September 19, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

Patricia A. Crampton  
Print Name PATRICIA A. CRAMPTON  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: Sept 19, 2003

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.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Attorney  
  
KC/gn  
10/1/02  
agt/Caretaker02.doc

**EXHIBIT "A"**

Legal Description - Overall Parcel

Begin at the Northwest corner of Section 26, Township 20 South, Range 32 East, Seminole County, Florida, thence run N88°58'21"E 2608.82 feet along the North line of the Northwest 1/4 of said Section 26 to the Northwest corner of the Northeast 1/4 of said Section 26; thence S01°14'51"E 1322.28 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4; thence N88°58'59"E 511.09 feet along the South line of the Northwest 1/4 of the Northeast 1/4 to a point on the West line of the East 808.50 feet of the Southwest 1/4 of the said Northeast 1/4; • thence S01°14'22"E 991.40 feet along the West line of the East 808.50 feet of the Southwest 1/4 of the said Northeast 1/4 to a point on the Northerly right of way line of State Road 46 (100' in width); thence S72°00'20"E 474.48 feet along said Northerly right of way line to a point on the West line of the East 360.50 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 26; thence N01°14'22"W 1145.97 feet along the West line of said East 360.50 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 26; thence N88°58'59"E 360.50 feet along said South line to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 26; thence N01°14'22"W 1318.83 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of Section 23, Township 20 South, Range 32 East, Seminole County, Florida; thence N00°43'55"W 2643.88 feet along the East line of said West 1/2 to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Section 23; thence S89°01'04"W, 3290.06 feet along the East-West center of section line of said Section 23 to the Southeast corner of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 23; thence N00°52'19"W 1322.76 feet along the East line of said West 1/2 to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Northwest 1/4; thence S88°57'04"W 265.06 feet along the North line of said West 1/2 to a point 396.00 feet East of the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 23; thence S00°57'56"E 462.00 feet; thence S88°57'04"W 396.00 feet to a point on the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 23; thence N00°57'56"W 462.00 feet along said West line to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 20 South, Range 32 East, Seminole County, Florida; thence S88°56'10"W 1321.10 feet to the Northwest corner of said Southeast 1/4; thence S01°03'14"E 1321.09 feet along the West line of said Southeast 1/4 to the Northwest corner of the East 1/2 of the Southeast 1/4 of said Section 22; thence S01°09'27"E 992.74 feet along the West line of said East 1/2 to the Northeast corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence S88°54'35"W 659.66 feet to the Northwest corner of said South 1/2; thence S01°09'00"E 1655.81 feet to the Southwest corner of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22; thence N88°48'02"E 589.88 feet to a point 70.00 feet S88°48'02"W of the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 20 South, Range 32 East, Seminole County, Florida; thence S00°51'48"E 751.11 feet parallel to and 70.00 feet West of the East line of the Northwest 1/4 of said Northeast 1/4 to a point on the Northerly right of way line of said State Road 46; thence S72°00'20"E 73.97 feet along said Northerly right of way line to a point on the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence N00°51'48"W 158.51 feet along said West line; thence S72°00'20"E 1196.63 feet, 150.00 feet Northerly (when measured at right angles) and parallel to the Northerly right of way line of said State Road 46; thence S00°57'57"E 158.60 feet to a point on the Northerly right of way line of said State Road 46; thence S72°00'20"E 200.00 feet along said Northerly right of way line to a point on the West line of the Northwest 1/4 of said Section 26; thence N00°57'57"W 1234.68 feet to the Point of Beginning.

Containing 478.5791 acres, more or less.

THIS AGREEMENT made and entered into this 6 day of November, 2002, by and between 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 "COUNTY," and Dwaym Johnson, whose address at the time of signing this Agreement is \_\_\_\_\_, hereinafter referred to as the "CARETAKER."

**W I T N E S S E T H:**

**WHEREAS**, vandalism, security and safety are major concerns at Seminole County natural lands areas; and

**WHEREAS**, the **COUNTY** has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

**WHEREAS**, the **CARETAKER** is desirous of living in one of the residences on the **COUNTY's** property; and

**WHEREAS**, this Agreement will benefit the public and serve a governmental and public purpose.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood,



**Section 1. Grant of Use.** The **COUNTY** hereby agrees that the **CARETAKER** may reside in and utilize for residential purposes a residence owned by the **COUNTY**. The location of said residence shall be determined and assigned by the **COUNTY** subsequent to the execution of this Agreement and may be unilaterally changed by the **COUNTY** upon 30 days written notice provided to the **CARETAKER**.

**Section 2. Rent.** **CARETAKER** shall pay a rent to the **COUNTY** of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1<sup>st</sup>) day of the month of **CARETAKER's** residence at the residence. Failure to provide a monthly rent payment by the fifth (5<sup>th</sup>) day of each month of residence shall subject **CARETAKER** to eviction from the residence and/or disinstatement as a caretaker of the residence. All rental payments shall be made payable to the Seminole County Board of County Commissioners.

**Section 3. Term.** This Agreement shall become effective upon full execution by the **COUNTY** and the **CARETAKER** and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

connections including electrical, water and septic that will exclusively accommodate the residence. The **CARETAKER** shall pay all charges related to the use of these utilities. In regard to the residence at the Geneva Wilderness Area residence, the **COUNTY** will pay all charges for electricity for the public well.

(b) The **CARETAKER** shall have a telephone installed within the residence. The deposit required, installation expenses and all telephone bills shall be the sole and exclusive responsibility of the **CARETAKER**. The **CARETAKER** shall make the telephone number available to the **COUNTY**.

(c) The **COUNTY** shall inspect and service the heating and cooling systems on the residence at least once per every three hundred sixty-five (365) days.

**Section 5. Utility Lines.** The **COUNTY** shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

**Section 6. Other Improvements.** The **CARETAKER** shall not erect fences, install any out buildings or construct any permanent improvements on the residence or **County**-owned property, except as may be agreed to in advance in writing by the **COUNTY**.

residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances and rules.

(b) The **CARETAKER** shall allow the **COUNTY** full and free access to and into the residence for inspection purposes.

(c) A **COUNTY** agent shall inspect the residence at least once every six (6) months.

(d) The **CARETAKER** shall make no alteration to the **COUNTY**-owned property, including vegetative materials, without the express written permission of the **COUNTY**. The **CARETAKER** shall provide his own maintenance equipment.

(e) The **CARETAKER** shall pay the **COUNTY** for any damage to the residence considered above normal wear and tear or which is caused by the **CARETAKER's** negligence.

#### **Section 8. Uses.**

(a) The **CARETAKER** shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the **CARETAKER** shall only operate motorized vehicles on the **COUNTY**-owned property for the purpose of performing security inspections on

**Section 9. Family and Guests.** The **CARETAKER** shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the **COUNTY**. The **CARETAKER** shall be responsible for the acts and omissions of himself, family members and guests. The **CARETAKER** shall conduct himself, and shall require that his family, and others visiting the residence with his consent, conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any **COUNTY** function or activity relative to the residence, and does not in any way constitute a breach of the peace. The **CARETAKER** shall inform the **COUNTY** of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

**Section 10. Duties.**

(a) Assist the **COUNTY** with protection of the residence and the associated **COUNTY**-owned property as described in attached Exhibit A (hereinafter referred to as the "Associated Property.") Specifically, the **CARETAKER** shall provide minimal maintenance and related services with regard to the residence by:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the **COUNTY**.

- (3) Fully reporting any vandalism, equipment damage or unusual incidents to the **COUNTY** by providing all appropriate information.
- (4) Informing users of the Associated Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).
- (5) Performing regular light clean up of buildings, restrooms and grounds including, but not limited to, mowing of the area immediately around the residence.
- (6) Calling for or summoning ambulance, police or fire services in the event of emergency situations.
- (7) Accomplishing a thorough inspection of the residence and Associated Property no less than once per week every week to identify and report any discrepancies in the residence or on the Associated Property or concerns relative to the conditions and use of the residence and Associated property.
- (8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.
- (9) Furnishing information or reports regarding the residence and Associated Property to the **COUNTY** on forms provided by the **COUNTY**.

**COUNTY.**

(b) The **CARETAKER** has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, shall have no claim to a pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the **COUNTY's** officers and employees either by operation or law or by the **COUNTY**.

(d) No claim for services furnished by the **CARETAKER** not specifically provided for herein shall be honored by the **COUNTY**.

(e) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, agrees to abide by Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees," and additionally agrees that he or she will not cause, or attempt to cause, an officer or an employee of Seminole County to violate this Part of the Florida Statutes.

**Section 11. Termination.** It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Associated Property and that this Agreement may be terminated by

not be effective until thirty (30) days after the delivery of said notice to the other party. The **COUNTY**, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the **COUNTY**. The **COUNTY**, acting through its County Manager or Deputy County Manager may terminate this Agreement immediately and without the requisite thirty (30) days of notice in the event that he or she determines in his or her sole discretion that the **CARETAKER** has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the **COUNTY**.

**Section 12. Insurance and Indemnification.**

(a) The **CARETAKER** shall maintain insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the residence and Associated Property. The **COUNTY** may maintain its own protection against such claims arising out of its ownership of the residence and Associated Property.

any and all actions, costs, expenses liabilities, claims, losses, damages or injuries incurred by or due to the acts or omissions of the **CARETAKER**, anyone from **CARETAKER's** family, and the **CARETAKER's** guests while at the residence or on the Associated Property.

(c) The **CARETAKER** may maintain certain domesticated animals at the residence and Associated Property only if approved in writing by the **COUNTY**. The **CARETAKER** agrees to the following requirements in order to keep any animal at the residence or on the Associated Property.

(1) The **CARETAKER** shall have full responsibility to maintain licenses or tags or other registration requirements relating to any such animal kept at the residence or on the Associated Property.

(2) The **CARETAKER** shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Associated Property.

(3) The **CARETAKER** agrees to hold harmless, indemnify and defend the **COUNTY** from and against any actions, costs, expenses, liabilities, claims, losses, damages or injuries arising at any time from the keeping or owning any such animal at the residence or on the Associated Property. The **CARETAKER**



residence or on the Associated Property.

(4) The **CARETAKER** shall comply with all applicable animal control ordinances, codes or laws and shall keep any such animal under constant supervision, either penned, chained or inside the residence at all times.

(5) The **CARETAKER** agrees to ensure that no visitors, guests, or users of the residence or Associated Property are exposed to, have access to, or are harmed by any such animal.

**Section 13. Notices.**

(a) Any notice required or desired of either party hereunder to be given to the other including rental payments shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

**THE CARETAKER**

Dwayne Johnson  
3501 N State Rd 426  
Geneva, Fl. 32732

**THE COUNTY:**

Jim Duby, Principal Coordinator  
Planning and Development Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Conflict of Interest.** The parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or cause the officers, agents, officials or employees of the other party to violate said provisions.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

WITNESSES:

Karyn A. Bell

LARRY G. GOLDMAN  
Print Name

Alvin O'Neil

Corrinne Faj  
Print Name

STATE OF FLORIDA  
COUNTY OF SEMINOLE

CARETAKER:

By: Dwayne Johnson

Date: 11/06/02

6<sup>TH</sup> The foregoing instrument was acknowledged before me on this 6 day of NOV, 2002, by \_\_\_\_\_ who is personally known to me or who has produced FIA D.L. 0525-161-65-0850 identification.

PATRICIA A. CRAMPTON  
Print Name Patricia A. Crampton  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: Sept 19, 2003



Patricia A. Crampton  
MY COMMISSION # CC850415 EXPIRES  
September 19, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

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.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 20\_\_.

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

KC/gn  
10/1/02  
agt/Caretaker02.doc

**EXHIBIT "A"**

thence East 167.3 feet, thence North 30.72 feet, thence West 200.31 feet to the POINT OF BEGINNING.), all in Section 33, Township 20 South, Range 32 East, Seminole County, Florida and

The SE 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida and

Begin at the SE corner of the NW 1/4 of NE 1/4 run W 31 feet, N 156.9 feet, E 31 feet, S 156.9 feet to Beginning, located in Section 33, Township 20 South, Range 32 East, Seminole County, Florida

AND

LESS: The North 31.00 feet of the East 249.00 feet of the West 704.5 feet of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida.

ALSO LESS: The South 657.08 feet of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida. (Containing: 20.000 Acres, more or less.)

Being more particularly described as:

PARCEL "A": From the Southeast corner of the Southwest 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida, run thence South 89° 13' 10" West along the South line of said Southwest 1/4 for 1326.19 feet to the Southwest corner of the Southeast 1/4 of said Southwest 1/4; run thence North 00° 35' 41" West, along the West line of the Southeast 1/4 of said Southwest 1/4 for 657.08 feet to the POINT OF BEGINNING; thence continue North 00° 35' 41" West for 668.59 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence continue North 00° 35' 41" West along the West line of the Northeast 1/4 of said Southwest 1/4 for 1303.65 feet to a point on the Southerly right of way line of State Road No. 426 as shown on that certain Right of Way Map prepared by the Florida Department of Transportation dated July 24, 1979; run thence North 45° 28' 07" East along said right of way line for 725.98 feet; thence North 45° 30' 02" East along said right of way line for 999.96 feet; thence North 45° 28' 57" East along said right of way line for 219.25 feet; run thence South 72° 01' 05" East for 89.56 feet; run thence North 89° 19' 32" East along a line 30.72 feet South of and parallel to the North line of Southwest 1/4 of the Northeast 1/4 of said Section 33 for 167.50 feet; run thence North 00° 38' 50" West, for 30.72 feet to the Southwest corner of the East 124.50 feet of the West 455.50 feet of the South 153.00 feet of the Northwest 1/4 of the Northeast 1/4 of said Section 33; run thence North 89° 19' 31" East along the North line of the aforesaid Southwest 1/4 of the Northeast 1/4 for 124.50 feet; run thence South 00° 38' 50" East for 31.00 feet; thence North 89° 19' 31" East for 249.00 feet; thence North 00° 38' 50" West for 31.00 feet; thence North 89° 19' 31" East for 587.54 feet; thence North 00° 43' 11" West for 156.90 feet; thence North 89° 19' 31" East for 31.00 feet to a point on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 33; run thence South 00° 43' 11" East for 156.90 feet to the Southeast corner of the aforesaid Northwest 1/4 of the Northeast 1/4; thence continue South 00° 43' 11" East for 1324.55 feet to the Southeast corner of the aforesaid Southwest 1/4 of the Northeast 1/4 of Section 33; run thence South 00° 42' 24" East for 1323.93 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 33; run thence South 89° 12' 45" West for 1326.10 feet to the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 33; thence South 00° 38' 50" East along the East line of said Southeast 1/4 of the Southwest 1/4 for 668.08 feet; thence South 89° 13' 10" West parallel to the South line of said Southeast 1/4 of the Southwest 1/4 for 1325.59 feet to the POINT OF BEGINNING.

CONTAINS 159.559 ACRES, MORE OR LESS.

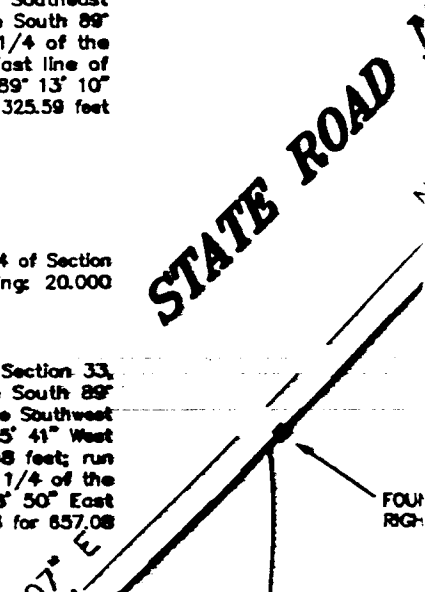
PARCEL "B"

PARCEL "B": The South 657.08 feet of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida. (Containing: 20.000 Acres, more or less.)

Being more particularly described as:

PARCEL "B": Beginning at the Southeast corner of the Southwest 1/4 of Section 33, Township 20 South, Range 32 East, Seminole County, Florida, run thence South 89° 13' 10" West along the South line of said Southwest 1/4 for 1326.19 feet to the Southwest corner of the Southeast 1/4 of said Southwest 1/4; run thence North 00° 35' 41" West along the West line of the Southeast 1/4 of said Southwest 1/4 for 657.08 feet; run thence North 89° 13' 10" East parallel to the South line of the Southeast 1/4 of the Southwest 1/4 of Section 33 for 1325.59 feet; run thence South 00° 38' 50" East along the East line of the Southeast 1/4 of the Southwest 1/4 of Section 33 for 657.08 feet to the POINT OF BEGINNING.

CONTAINS 20.000 ACRES, MORE OR LESS.



NOI  
FC  
RIC

**THIS AGREEMENT** made and entered into this 5 day of ~~OCTOBER~~ NOVEMBER 2002, by and between 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 "**COUNTY,**" and SPOT SCAVIN, whose address at the time of signing this Agreement is 1685 RIVEREDGE RD, DUNEDIN, hereinafter referred to as the "**CARETAKER.**"

**W I T N E S S E T H:**

**WHEREAS,** vandalism, security and safety are major concerns at Seminole County natural lands areas; and

**WHEREAS,** the **COUNTY** has determined that a resident caretaker living on its natural lands properties is a deterrent to vandalism and related potential problems; and

**WHEREAS,** the **CARETAKER** is desirous of living in one of the residences on the **COUNTY's** property; and

**WHEREAS,** this Agreement will benefit the public and serve a governmental and public purpose.

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood,

**Section 1. Grant of Use.** The **COUNTY** hereby agrees that the **CARETAKER** may reside in and utilize for residential purposes a residence owned by the **COUNTY**. The location of said residence shall be determined and assigned by the **COUNTY** subsequent to the execution of this Agreement and may be unilaterally changed by the **COUNTY** upon 30 days written notice provided to the **CARETAKER**.

**Section 2. Rent.** **CARETAKER** shall pay a rent to the **COUNTY** of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month. Said payments shall be made on or before the first (1<sup>st</sup>) day of the month of **CARETAKER's** residence at the residence. Failure to provide a monthly rent payment by the fifth (5<sup>th</sup>) day of each month of residence shall subject **CARETAKER** to eviction from the residence and/or disinstatement as a caretaker of the residence. All rental payments shall be made payable to the Seminole County Board of County Commissioners.

**Section 3. Term.** This Agreement shall become effective upon full execution by the **COUNTY** and the **CARETAKER** and shall run for a period of one (1) year. The Agreement shall be renewed automatically thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

connections including electrical, water and septic that will exclusively accommodate the residence. The **CARETAKER** shall pay all charges related to the use of these utilities. In regard to the residence at the Geneva Wilderness Area residence, the **COUNTY** will pay all charges for electricity for the public well.

(b) The **CARETAKER** shall have a telephone installed within the residence. The deposit required, installation expenses and all telephone bills shall be the sole and exclusive responsibility of the **CARETAKER**. The **CARETAKER** shall make the telephone number available to the **COUNTY**.

(c) The **COUNTY** shall inspect and service the heating and cooling systems on the residence at least once per every three hundred sixty-five (365) days.

**Section 5. Utility Lines.** The **COUNTY** shall provide for the maintenance and repair of utility lines up to the point of connection to the residence.

**Section 6. Other Improvements.** The **CARETAKER** shall not erect fences, install any out buildings or construct any permanent improvements on the residence or **County**-owned property, except as may be agreed to in advance in writing by the **COUNTY**.



residence, together with any improvements thereon, in good repair and in a clean, presentable, orderly and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances and rules.

(b) The **CARETAKER** shall allow the **COUNTY** full and free access to and into the residence for inspection purposes.

(c) A **COUNTY** agent shall inspect the residence at least once every six (6) months.

(d) The **CARETAKER** shall make no alteration to the **COUNTY**-owned property, including vegetative materials, without the express written permission of the **COUNTY**. The **CARETAKER** shall provide his own maintenance equipment.

(e) The **CARETAKER** shall pay the **COUNTY** for any damage to the residence considered above normal wear and tear or which is caused by the **CARETAKER's** negligence.

**Section 8. Uses.**

(a) The **CARETAKER** shall not operate or maintain on the residence any business or commercial venture and shall only use the residence as a single-family home.

(b) Except as upon paved roads and driveways, the **CARETAKER** shall only operate motorized vehicles on the **COUNTY**-owned property for the purpose of performing security inspections on

**Section 9. Family and Guests.** The **CARETAKER** shall supervise the residence and shall immediately report by telephone any trespassers to the proper law enforcement agency and to the **COUNTY**. The **CARETAKER** shall be responsible for the acts and omissions of himself, family members and guests. The **CARETAKER** shall conduct himself, and shall require that his family, and others visiting the residence with his consent, conduct themselves, in a manner that does not disturb surrounding residents, does not disturb or interrupt any **COUNTY** function or activity relative to the residence, and does not in any way constitute a breach of the peace. The **CARETAKER** shall inform the **COUNTY** of normal hours of occupancy of the residence and of any expected absence that deviates significantly from the normal routine.

**Section 10. Duties.**

(a) Assist the **COUNTY** with protection of the residence and the associated **COUNTY**-owned property as described in attached Exhibit A (hereinafter referred to as the "Associated Property.") Specifically, the **CARETAKER** shall provide minimal maintenance and related services with regard to the residence by:

(1) Locking/unlocking gates, buildings and facilities at times prescribed by the **COUNTY**.

(3) Fully reporting any vandalism, equipment damage or unusual incidents to the **COUNTY** by providing all appropriate information.

(4) Informing users of the Associated Property when and if they are in violation of user policies (e.g.: fires, firearms, littering, etc.).

(5) Performing regular light clean up of buildings, restrooms and grounds including, but not limited to, mowing of the area immediately around the residence.

(6) Calling for or summoning ambulance, police or fire services in the event of emergency situations.

(7) Accomplishing a thorough inspection of the residence and Associated Property no less than once per week every week to identify and report any discrepancies in the residence or on the Associated Property or concerns relative to the conditions and use of the residence and Associated property.

(8) Checking with authorized overnight users no less than once per night to answer questions and/or ensure proper use of facilities.

(9) Furnishing information or reports regarding the residence and Associated Property to the **COUNTY** on forms provided by the **COUNTY**.

**COUNTY.**

(b) The **CARETAKER** has no law enforcement powers and shall not have the power of detention with regard to trespassers. Any authority to arrest or detain shall only be exercised by duly appointed and sworn officers as provided by Florida Statutes.

(c) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, shall have no claim to a pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the **COUNTY's** officers and employees either by operation or law or by the **COUNTY**.

(d) No claim for services furnished by the **CARETAKER** not specifically provided for herein shall be honored by the **COUNTY**.

(e) The **CARETAKER**, in the performance of services and functions pursuant to this Agreement, agrees to abide by Chapter 112, Part III, Florida Statutes, "Code of Ethics For Public Officers and Employees," and additionally agrees that he or she will not cause, or attempt to cause, an officer or an employee of Seminole County to violate this Part of the Florida Statutes.

**Section 11. Termination.** It is agreed and understood by the parties hereto that this Agreement is entered into for the express purpose of protecting and stewarding the residence and Associated Property and that this Agreement may be terminated by

not be effective until thirty (30) days after the delivery of said notice to the other party. The **COUNTY**, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida, shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of the **COUNTY**. The **COUNTY**, acting through its County Manager or Deputy County Manager may terminate this Agreement immediately and without the requisite thirty (30) days of notice in the event that he or she determines in his or her sole discretion that the **CARETAKER** has violated any provision of Federal, State or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by the **COUNTY**.

**Section 12. Insurance and Indemnification.**

(a) The **CARETAKER** shall maintain insurance protection against claims of third persons and their property arising through or out of the use and occupancy of the residence and Associated Property. The **COUNTY** may maintain its own protection against such claims arising out of its ownership of the residence and Associated Property.

any and all actions, costs, expenses liabilities, claims, losses, damages or injuries incurred by or due to the acts or omissions of the **CARETAKER**, anyone from **CARETAKER's** family, and the **CARETAKER's** guests while at the residence or on the Associated Property.

(c) The **CARETAKER** may maintain certain domesticated animals at the residence and Associated Property only if approved in writing by the **COUNTY**. The **CARETAKER** agrees to the following requirements in order to keep any animal at the residence or on the Associated Property.

(1) The **CARETAKER** shall have full responsibility to maintain licenses or tags or other registration requirements relating to any such animal kept at the residence or on the Associated Property.

(2) The **CARETAKER** shall have and retain any and all risk and liability resulting from maintenance of such animal at the residence or on the Associated Property.

(3) The **CARETAKER** agrees to hold harmless, indemnify and defend the **COUNTY** from and against any actions, costs, expenses, liabilities, claims, losses, damages or injuries arising at any time from the keeping or owning any such animal at the residence or on the Associated Property. The **CARETAKER**

residence or on the Associated Property.

(4) The **CARETAKER** shall comply with all applicable animal control ordinances, codes or laws and shall keep any such animal under constant supervision, either penned, chained or inside the residence at all times.

(5) The **CARETAKER** agrees to ensure that no visitors, guests, or users of the residence or Associated Property are exposed to, have access to, or are harmed by any such animal.

**Section 13. Notices.**

(a) Any notice required or desired of either party hereunder to be given to the other including rental payments shall be delivered to the following parties and addresses, unless otherwise designated in writing subsequent hereto:

**THE CARETAKER**

SCOTT SCARVIN  
1685 RIVEREDGE RD  
OWIEDO FL 32765

**THE COUNTY:**

Jim Duby, Principal Coordinator  
Planning and Development Department  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

waived, in writing.

(c) Notices shall not be effective until actually received by the receiving party as evidenced by dispositive proof.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Conflict of Interest.** The parties hereto agree that they shall not engage in any act that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or cause the officers, agents, officials or employees of the other party to violate said provisions.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



WITNESSES:

Don Heller

Tom Heller  
Print Name

Dan A. Thompson  
Print Name

CARETAKER:

By: Scott J. Mc

Date: 5 Nov 30 2002

STATE OF FLORIDA  
COUNTY OF SEMINOLE

5<sup>TH</sup> The foregoing instrument was acknowledged before me on this day of NOV, 2002, by \_\_\_\_\_ who is personally known to me or who has produced FLA DLS 415-796-68-376 as identification.



Patricia A. Crampton  
MY COMMISSION # CC850415 EXPIRES  
September 19, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

Patricia A. Crampton  
Print Name PATRICIA A. CRAMPTON  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: Sept 19, 2003

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.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 20\_\_.

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

KC/gn  
10/1/02  
agt/Caretaker02.doc

**EXHIBIT "A"**

ECON RIVER WILDERNESS AREA

SEMINOLE COUNTY, FLORIDA

36. TOWNSHIP 21 SOUTH. RANGE 31 EAST and SECTION 31. TOWNSHIP 21 SOUTH. RANGE 31 EAST. SEMINOLE COUNTY, FLORIDA

DESCRIPTION:

The South 1/2 of the North 1/2 of the South 1/2, and the South 1/2 of the South 1/2, of Section 31, Township 21 South, Range 32 East, lying West of the Econlockhatchee River; and

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, and the South 1/4, and the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, and the South 1/2 of the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Southeast 1/4, and the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, and the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 36, Township 21 South, Range 31 East;

AND

West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 21 South, Range 31 East, Seminole County, Florida;

ALL being more particularly described as follows:

Begin at the Southeast corner of Section 36, Township 21 South, Range 31 East and run S 89°38'14"W along the South line of the Southeast 1/4 of said Section 36, 2653.96 feet to the South 1/4 corner of said Section 36, thence run S 89°38'34"W along the South line of the Southwest 1/4 of said Section 36, 1294.81 feet to a point on the Easterly right-of-way line of Lockwood Road, thence run N 00°32'07"W along said Easterly right-of-way line, 1991.26 feet to a point on the North line of the South 1/2 of the Northeast 1/4 of said Section 36, thence leaving said Easterly right-of-way line, run N 89°37'55"E along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, 1301.53 feet to the Northwest corner of South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 36, thence run S 00°20'31"E, 663.83 feet to the Northwest corner of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 36, thence run N 89°37'58"E, 330.80 feet to the Southwest corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 36, thence run N 00°22'58"W along the West line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 36, 663.84 feet to the Northwest corner of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 36, thence run N 89°37'50"E, 1321.28 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, thence run S 00°32'48"E along the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, 663.90 feet to the Southeast corner of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, thence run N 89°37'58"E, 330.80 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, thence run N 00°35'15"W along the West line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, 663.91 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, thence run N 89°37'50"E along the North line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, 660.64 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 36, said point also being the Northwest corner of the South 1/2 of the North 1/2 of the South 1/2 of Section 31, Township 21 South, Range 32 East, thence run N 89°36'33"E along the North line of the South 1/2 of the North 1/2 of the River, thence run Southerly along said Westerly bank, the following courses: S 21°33'11"W, 71.17 feet, S 54°40'07"E, 101.23 feet, N 83°10'14"E, 169.08 feet, S 82°13'28"E, 57.27 feet, S 11°22'53"E, 21.19 feet, S 52°25'04"W, 94.23 feet, S 22°23'50"E, 384.57 feet, S 42°36'40"W, 27.09 feet, S 77°07'42"W, 137.33 feet, S 27°57'45"W, 90.22 feet, S 71°25'40"E, 121.09 feet, S 51°41'37"E, 31.65 feet, S 18°28'45"W, 16.75 feet, S 42°56'19"W, 170.52 feet, S 21°11'14"E, 38.46 feet, S 70°03'35"W, 199.54 feet, S 40°25'23"W, 240.14 feet, S 53°16'41"W, 120.30 feet, S 27°09'17"E, 433.62 feet, S 02°09'06"W, 200.92 feet, S 67°13'36"E, 83.34 feet, S 41°33'47"E, 183.51 feet to a point on the South line of the Southwest 1/4 of said Section 31, thence run S 89°34'40"W along the South line of the Southwest 1/4 of said Section 31, 1359.65 feet to the Point of Beginning: Containing 9994671.28 square feet (229.4461 acres).

THIS AMENDMENT is made and entered into this 14 day of OCTOBER, 2002, by and between 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 "COUNTY," and RANDY GARRETT, whose address at the time of signing this Agreement is 3795 OLD LOCKWOOD RD. OVIEDO, FL 32765, hereinafter referred to as "GARRETT."

**W I T N E S S E T H:**

**WHEREAS,** the parties mutually desire to reassign GARRETT's residence from the Econ River Wilderness Area Residence to the Chuluota Wilderness Area Residence;

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein; and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually stipulated, understood, agreed upon, and covenanted by and between the parties hereto that Exhibit "A" attached to the SEMINOLE COUNTY NATURAL LANDS PROGRAM CARETAKER-RESIDENT AGREEMENT is hereby replaced and superceded by Exhibit "A" attached hereto.

WITNESSES:

Dwayne Johnson

DWAYNE JOHNSON Date: 10/7/02

Print Name

D. A. Lafleur

DANIEL A. LAFLEUR

Print Name

CARETAKER:

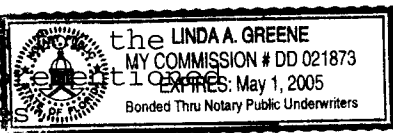
Randy W. Garrett

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on this 7th day of Oct, 2002, by Randy W. Garrett who is personally known to me or who has produced \_\_\_\_\_ as identification.

Linda A. Greene  
Print Name

Notary Public in and  
County and State of Florida  
My commission expires \_\_\_\_\_



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.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
Meeting of \_\_\_\_\_, 2002.

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

KC 10-1-02

P:\Users\CAKC01\MYDOCS\Agreements\Amendment to Caretaker Agreement.doc

**EXHIBIT "A"**

Range 33 East, Seminole County, Florida, and

The West 1/2 of the Southwest 1/4 of Section 32, Township 21 South, Range 33 East, Seminole County, Florida, and

The North 100 feet of the East 100 feet of the South 3/4 of the East 1/4 of Section 36, Township 21 South, Range 32 East, Seminole County, Florida being more particularly described as follows:

Begin at the Southwest corner of Section 31, Township 21 South, Range 33 East, Seminole County, Florida, said point being a 6"x6" concrete monument (found in place); thence N89°50'31"E 2489.31 feet along the South line of the Southwest 1/4 of said Section 31 to the Southeast corner of the Southwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence N89°50'31"E 192.94 feet along the South line of the Southeast 1/4 of said Section 31 to the Northeast corner of the Northwest 1/4 of Section 6, Township 22 South, Range 33 East, Orange County, Florida, said point being a 6"x6" concrete monument (found in place); thence N89°18'36"E 2455.27 feet along the South line of the Southeast 1/4 of said Section 31 to the Southeast corner of the Southeast 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence N89°18'36"E 156.72 feet along the South line of the Southwest 1/4 of Section 32, Township 21 South, Range 33 East, Seminole County, Florida to the Northeast corner of the Northeast 1/4 of Section 6, Township 22 South, Range 33 East, Orange County, Florida, said point being a 6"x6" concrete monument (found in place); thence N89°38'05"E 1200.17 feet along the South line of the Southwest 1/4 of said Section 32 to the Southeast corner of the West 1/2 of the Southwest 1/4 of said Section 32, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence N00°50'28"W 2636.75 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of said Section 32, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S89°06'51"W 1340.03 feet along the North line of the Southeast 1/4 of said Section 32 to the Northeast corner of the Southeast 1/4 of said Section 31, said point being a 2" iron pipe (found in place); thence N00°26'12"W 2524.09 feet along the East line of the Northeast 1/4 of said Section 31 to the Northeast corner of the Northeast 1/4 of said Section 31, said point being a 2" iron pipe (found in place); thence S89°41'41"W 2640.13 feet along the North line of the Northeast 1/4 of said Section 31 to the Northwest corner of the Northeast 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S89°31'19"W 35.00 feet along the North line of the Northwest 1/4 of said Section 31 to a 4"x4" concrete monument \*LB6300 (set in place); thence S25°59'09"W 887.00 feet to a 4"x4" concrete monument \*LB6300 (set in place); thence S12°02'35"W 537.65 feet to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 31, said point being S89°28'12"E 544.30 feet from the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31, said point being a 1/2" iron rod \*LB6300 (set in place); thence S89°28'12"W 785.58 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 31 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°27'06"E 50.00 feet along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S89°28'12"W 1181.98 feet along a line 50.00 feet South of and parallel to the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 31 and the South line of Curryville Road (50' right of way) as recorded in D.R.B. 91, Page 159 in the Public Records of Seminole County, Florida, to a point on the West line of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence N00°35'28"W 12.31 feet along the West line of said Section 31 to a point on the South right of way line of Curryville Road (50' right of way) as recorded in Plat Book 6, Page 88 in the Public Records of Seminole County, Florida, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S89°36'18"W 100.00 feet along the South right of way line of said Curryville Road to the West line of the East 100 feet of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 21 South, Range 32 East, Seminole County, Florida, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°35'28"E 61.46 feet along the West line of the East 100 feet of said Section 36 to a 4"x4" concrete monument \*LB6300 (set in place) on the South line of the North 100 feet of the South 3/4 of the East 1/4 of said Section 36; thence S89°54'13"E 100.01 feet along the South line of the North 100 feet of the South 3/4 of East 1/4 of said Section 36 to the West line of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°35'28"E 1220.70 feet along the West line of the Northwest 1/4 of said Section 31 to the Southwest corner of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°45'09"E 2610.16 feet along the West line of the Southwest 1/4 of said Section 31 to the Point of Beginning.

Less and Except the following described parcel:

A portion of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 21 South, Range 32 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 21 South, Range 33 East, Seminole County, Florida, said point being a 1/2" iron rod \*LB6300 (set in place); thence S89°28'12"W 284.01 feet along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 31 to the POINT OF BEGINNING, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence continue along said North line S89°28'12"W 1045.87 feet to the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°27'06"E 50.00 feet along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 31 to a 4"x4" concrete monument \*LB6300 (set in place); thence N89°28'12"E 431.94 feet parallel to and 50.00 feet South of the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 31, said point being a 4"x4" concrete monument \*LB6300 (set in place); thence S00°31'48"E 624.30 feet to a 4"x4" concrete monument \*LB6300 (set in place); thence N89°28'12"E 614.00 feet to a 4"x4" concrete monument \*LB6300 (set in place); thence N00°31'48"W 674.30 feet to the Point of Beginning.

Containing 625.670 acres, more or less.

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Natural Lands Program: Caretaker Agreements

**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources Division

**AUTHORIZED BY:** Don Fisher **CONTACT:** Jim Duby **EXT.** 7345

<b>Agenda Date</b> 11/26/02 <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
---

**MOTION/RECOMMENDATION:**

Authorize chairman to execute approval of three new caretaker agreements and a modification of a fourth caretaker agreement.

**BACKGROUND:**

Subsequent to the Boards approval of the caretaker program on Natural Lands Sites and as well as the Boards approval of the construction of three new caretaker residences, staff has interviewed and is recommending the following three candidates for the locations referenced below.

- Geneva Wilderness Area – Sergeant Dwayne Johnson
- Lake Proctor Wilderness Area – Lieutenant Edward Allen
- Econ River Wilderness Area – Investigator Scott Slavin

The current agreement for the Econ River Wilderness Area is with Randy Garrett. Mr. Garrett has requested to the transfer to the Chuluota Wilderness Area. A modification to the existing fourth agreement is required to authorize this transfer.

Staff recommends that Board approve three new caretaker agreements and the modification to the existing agreement with Mr. Garrett.

<b>Reviewed by:</b> <b>Co Atty:</b> <u>KCC</u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> <u>SS</u> <b>CM:</b> <u>TS</u>  <b>File No.</b> <u>cpdc05</u>
---