

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Airspace Agreement between the State of Florida Department of Transportation and Seminole County for the Cross Seminole Trail Overpass at State Road 434.

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

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

Agenda Date 12-09-03 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION / RECOMMENDATION:

Approve and authorize the Chairman to execute the Airspace Agreement with the Florida Department of Transportation in conjunction with the construction of the Cross Seminole Trail Overpass at State Road 434.

BACKGROUND:

The Florida Department of Transportation requires an Airspace Agreement for the construction of the Cross Seminole Trail Overpass within the State Road 434 right-of-way.

District 2 - Commissioner Morris

Attachment: FDOT Airspace Agreement

Reviewed by:
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CPWE01

AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: _____

MANAGING DISTRICT: Five

F.A.P. NO.: _____

STATE ROAD NO.: 434

COUNTY.: Seminole

PARCEL NO.: _____

THIS **AGREEMENT**, made this _____ day of _____, between
Seminole County _____ at 1101 E. First Street, Sanford, FL 32771

(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency
of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or
personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of
airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid
System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of S.R. 434
_____ which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right
of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below gradeline of the property described
Exhibit "A", attached and made a part hereof for the following purpose: Construction and maintenance or trail
overpass

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such
space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and
agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of
fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement
may be made for fifty (50) years. However, except for a public
purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an
interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: Construction and maintenance of trail overpass

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$) for property damage, or a combined coverage of not less than N/A (\$). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional named insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. This Agreement shall not be recorded in the public records of any state, city, county, or other governmental entity.

g. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

h. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

i. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

j. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, as of the day and year first above written.

ATTEST:

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

MARYANNE MORSE
Clerk to the Board of
County Commissioners of

By: _____
DARYL G. McLAIN, Chairman

Date: _____

Seminole County, Florida.

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

[Signatures continued on next page.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Seminole County BCC
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Daryl McLain
Title: Chairman
Attest: _____ (Seal)
Name: _____
Title: _____

By: _____
District Secretary
Name: _____
Attest: _____
Name/Title: _____
Legal Review:

District Counsel
Name: _____

SKETCH OF DESCRIPTION

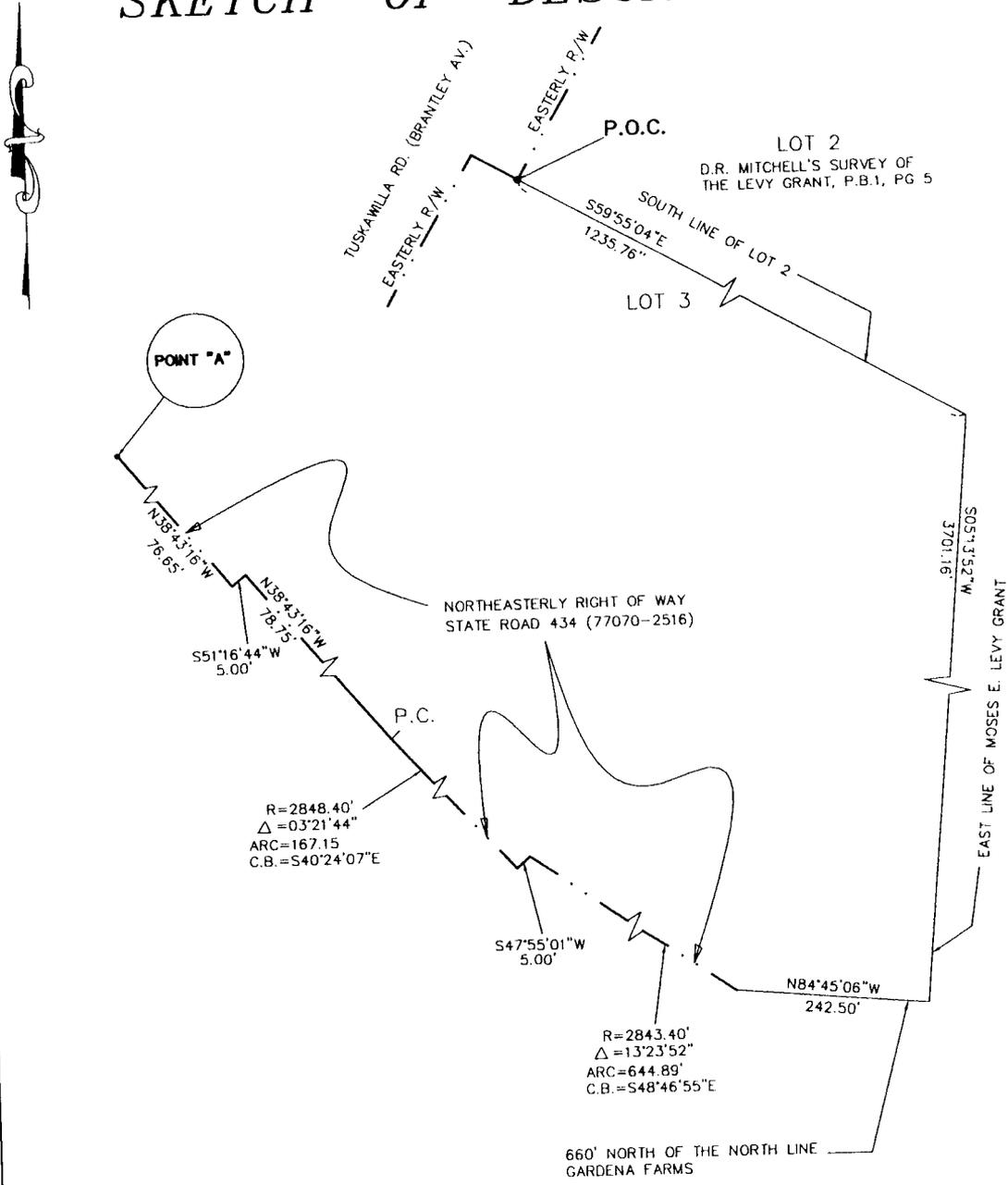


EXHIBIT A & B

SHEET 1 OF 4

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

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

BY: *Gary Leise*
 GARY A. LEISE R.L.S. FLA. CERT.# 4723

LEGEND

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

FIELD DATE: N/A
 DATE: 10/28/03
 JOB NAME: 03-043

SCALE: 1"=40'
 DRAWN BY: L.W.
 CHECKED BY:

LEGAL DESCRIPTION

OVERPASS EASEMENT 1

COMMENCE AT A POINT INTERSECTING THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA DR. (A.K.A. BRANTLY AVE) AND THE SOUTH LINE OF LOT 2, D.R. MITCHELL'S SURVEY OF THE LEVY GRANT AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA. THENCE RUN S59°55'04"E ALONG SAID SOUTH LINE A DISTANCE OF 1235.76 FEET TO A POINT ON THE EAST LINE OF MOSES E. LEVY GRANT; THENCE RUN S05°13'52"W ALONG SAID EAST LINE A DISTANCE OF 3701.16 FEET TO A POINT ON A LINE 660.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF GARDENA FARMS AS RECORDED IN PLAT BOOK 6, PAGE 23, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA; THENCE RUN N84°45'06"W ALONG SAID NORTH PARALLEL LINE A DISTANCE OF 242.50 FEET TO A POINT ON NORTHERLY RIGHT-OF-WAY LINE OF STATE 434 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 77070-2516 SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2843.40 FEET; THENCE FROM A CHORD BEARING OF N48°46'55"W RUN ALONG ARC THE OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°23'52" A DISTANCE OF 644.89 FEET; THENCE RUN S47°55'01"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2848.40 FEET; THENCE FROM A CHORD BEARING OF N40°24'07"W RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°21'34" A DISTANCE OF 167.15 FEET; THENCE RUN N38°43'16"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 78.75 FEET; THENCE RUN S51°16'44"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5.00 FEET; THENCE RUN N38°43'16"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 76.65 FEET TO **POINT "A"** SAID POINT BEING AT STATION 612+73.35 AND 65.00 FEET LEFT OF THE CENTERLINE OF CONSTRUCTION S.R. 434 (77070-2516) AND THE POINT OF BEGINNING FOR EASEMENT 1A AND THE POINT OF COMMENCEMENT FOR EASEMENT 1B AND EASEMENT 1C.

EASEMENT 1A

BEGIN AT POINT "A" SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.R. 434; THENCE RUN S50°31'58"W A DISTANCE OF 6.39 FEET; THENCE RUN N39°28'02"W A DISTANCE OF 32.50 FEET; THENCE RUN N50°31'58"E TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 6.81 FEET; THENCE RUN S38°43'16"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 32.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 215 SQUARE FEET MORE OR LESS.

EASEMENT 1B

COMMENCE AT SAID POINT "A"; THENCE RUN N38°43'16"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.R.434 A DISTANCE OF 46.91 FEET TO A POINT ON THE EXTENDED NORTH LINE OF EASEMENT 6 AS SHOWN ON THE SPECIFIC PURPOSE SURVEY MAP FOR THE GREENWAYS AND TRAILS PROJECT, SEMINOLE COUNTY, FLORIDA, PREPARED FOR THE DEPT. OF ENVIRONMENTAL PROTECTION BY TINKLEPAUGH SURVEYING SERVICES, INC.; THENCE RUN S50°31'58"W ALONG SAID NORTH LINE A DISTANCE OF 143.34 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.R.434; THENCE RUN S38°45'48"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 14.20 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN N50°31'58"E A DISTANCE OF 13.53 FEET; THENCE RUN S39°28'02"E A DISTANCE OF 32.50 FEET; THENCE RUN S50°31'58"W A DISTANCE OF 13.93 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE RUN N38°45'48"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 32.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 446 SQUARE FEET MORE OR LESS.

SHEET 3 OF 4

<h3 style="text-align: center;">SURVEYOR'S NOTES</h3> <ol style="list-style-type: none"> 1. THIS IS NOT A SURVEY. 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED. 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. 	<h3 style="text-align: center;">LEGEND</h3> <p>BEARINGS BASED ON :</p> <p>S.LINE LOT 2, D.R.MITCHELL'S SURVEY OF THE LEVY GRANT AS BEING S59°55'04"E</p>				
REVISIONS					
	DATE	BY	REVISIONS		REQUESTED BY:
1					
2					
3					
4					
JOB NAME: 03-043		FIELD DATE: N/A		DATE: 10/28/03	SCALE: 1"=40'
			DRAWN BY: L.W.	CHECKED BY:	

LEGAL DESCRIPTION

EASEMENT 1C

AERIAL EASEMENT:

COMMENCE AT AFFOREMENTIONED POINT "A"; THENCE RUN N38°43'16"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF S.R.434 A DISTANCE OF 16.25 FEET TO THE BASELINE OF CONSTRUCTION TRAIL OVERPASS; THENCE RUN S50°31'58"W ALONG SAID BASELINE A DISTANCE OF 6.60 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHERLY END OF A RADIAL LINE OF A CYLINDER 36.00 FEET IN DIAMETER. SAID POINT BEING AT AN ELEVATION OF 57.824 FEET ABOVE MEAN SEA LEVEL (1929 DATUM); THENCE FROM SAID POINT AND THE BEGINNING OF A CYLINDER SHAPED AERIAL EASEMENT LYING RADIALLY 16.00 FEET FROM THE FOLLOWING DESCRIBED LINE: RUN S50°31'58"W ALONG SAID RADIAL LINE A DISTANCE OF 123.00 FEET TO A POINT OF TERMINUS AT AN ELEVATION OF 57.824 FEET ABOVE MEAN SEA LEVEL (1929 DATUM).

SHEET 3 OF 4

SURVEYOR'S NOTES

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

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 03--043	FIELD DATE: N/A	DATE: 10/28/03	SCALE: 1"=40'	DRAWN BY: L.W.	CHECKED BY:
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S.R. 434 TRAIL OVERPASS

LOCATION MAP

