

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: NORTHLAND COMMUNITY CHURCH, INC. / SEMINOLE COUNTY
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE LAKE DRIVE AGREEMENT

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Kathleen Myer, P.E. EXT. 5664
Jerry McCollum, P.E. County Engineer

Agenda Date <u>12-10-02</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Northland Community Church, Inc. / Seminole County Joint Facilitation of Public Infrastructure Lake Drive Agreement.

BACKGROUND:

Northland Community Church, in conjunction with the City of Casselberry, has formulated plans for development of the Dog Track Site on Lake Drive. The County roadway plans for Lake Drive indicate a roadway elevation 6 to 8 feet above the proposed grades of the developed site. Numerous meetings were held with representatives from Northland Community Church to discuss the potential benefit to the Church's project if portions of the Lake Drive road elevations were lowered slightly. Engineering staff agrees that lowering that portion of the roadway will provide for more suitable access to and from the site and provide a significant improvement to the road layout and transportation environment once the development is complete.

Reviewed by: <u>[Signature]</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>RPWE02</u>

Northland Community Church proposes to excavate approximately 12,000 cubic yards of material including the removal and disposal of existing asphalt pavement across a portion of the old Dog Track parking areas. Northland Community Church's contractor will work to a County approved work plan for rough grading, and final survey information will be provided to the County's consultant to modify the roadway plans. All design related costs will be paid by Northland Community Church so that there is no County expense for this effort. The Lake Drive project as currently designed will require excess fill to be removed. The proposed agreement with Northland Community Church, Inc. will not adversely impact the project but will reduce the amount of excess fill to be removed.

The details of the agreement are:

Northland Community Church will provide, at no cost to the County, a work plan to be approved by the County that details:

- Obtaining all necessary permits
- Rough grading plan and details for the site grading work
- Erosion control measures
- Surface stabilization and maintenance until the County construction project begins, up to one year
- Providing, on completion, the County's design consultant with as-built survey information to modify the roadway construction plans

The County will work to facilitate Northland Community Church's efforts and not unreasonably deny the necessary permits for the work. The County will need to issue a Right of Way Utilization Permit and has discussed the permit and requirements with Northland Community Church representatives.

District 2 – Commissioner Morris

Attachment: Northland Community Church, Inc./Seminole County
Joint Facilitation of Public Infrastructure Lake Drive Agreement



City of Casselberry
Community Development Department

95 Triplet Lake Drive, Casselberry, Florida 32707

November 26, 2002

Kathleen Myers, Principal Engineer
Seminole County Traffic Engineering
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

RE: Seminola Blvd. Extension

Dear Ms. Myers:

The City of Casselberry is aware of the proposed extension of Seminola Boulevard through the old dog track property that is soon to be owned and developed by Northland Church and Centex Homes. Both concerns have been working diligently with the City to create design guidelines for the development of the site. It appears that some of the adopted design concepts for the site will be negatively impacted due to the extreme difference in elevations between the site and the road extension as currently engineered.

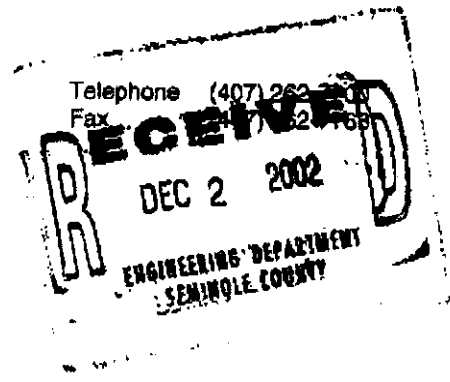
The City of Casselberry whole-heartedly supports the County's effort to lower the road to help alleviate the difference in elevations. This will result in a better relationship between the road and proposed buildings, which is more consistent with the redevelopment of the area and will result in a positive benefit to the overall project.

The County's willingness to work with the developer regarding this matter is commendable. Please contact me if you have any questions or require additional information.

Sincerely,

Richard W. Wells, AICP
Community Development Director

cc: Jon Walls, Ivey Harris & Walls



NORTHLAND COMMUNITY CHURCH, INC./SEMINOLE COUNTY
JOINT FACILITATION OF PUBLIC INFRASTRUCTURE
LAKE DRIVE AGREEMENT

THIS JOINT FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into on the _____ day of _____ 2002, by and between NORTHLAND COMMUNITY CHURCH, INC., a Florida corporation not for profit, whose address is 530 Dog Track Road, Longwood, Florida 32750, hereinafter referred to as "NORTHLAND", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, NORTHLAND is the owner of the fee simple title to certain real property located in Seminole County, Florida more particularly described in Exhibit "A-1" attached hereto and has a pending contract to purchase certain real property located in Seminole County, Florida, more particularly described in Exhibit "A-2" attached hereto, both properties are hereinafter referred to together as the "Property"; and

WHEREAS, the COUNTY is the owner of the fee simple title to that certain real property (the "County Property" described on the attached Exhibit "B" which it acquired for public right of way purposes and on which it intends to relocate and extend Lake Drive (the "Lake Drive Extension"), a road that is part of the

County Road system of the COUNTY, in accordance with those certain plans and specifications (the "Road Construction Plans") known as the Lochrane Plan dated May, 2000, as modified by the terms and conditions of that certain Contract for Sale and Purchase Agreement dated March 18, 2002 by and between COUNTY and NORTHLAND, and that certain Contract for Sale and Purchase Agreement dated March 18, 2002 by and between COUNTY and Stanley D. Kupiszewski, Jr.;

WHEREAS, among other matters, the Road Construction Plans provide for a certain elevation of the Lake Drive Extension; and

WHEREAS, in preparation of its development of the Property NORTHLAND will establish a rough grade elevation for the Property in accordance with a master grading plan; and

WHEREAS, during a review of NORTHLAND's proposed development of the Property, COUNTY and NORTHLAND have agreed that the proposed elevation of the Lake Drive Extension should be lowered so as to be consistent with the proposed development of the Property; and

WHEREAS, the COUNTY has determined that lowering the Lake Drive Extension elevation would improve the transportation system of Seminole County, Florida and benefit the citizens of Seminole County, Florida; and

WHEREAS, NORTHLAND and the COUNTY are desirous of entering into this Agreement for the purpose of setting forth the terms and conditions under which the following would occur:

(a) NORTHLAND's obtaining engineering services at no cost

to the County for the purposes of revising the Road Construction Plans to reduce the elevation of the Lake Drive Extension;

(b) NORTHLAND'S rough grading of the County Property prior to COUNTY commencing construction of the Lake Drive Extension; and

(c) NORTHLAND'S maintenance of the County Property for the lesser time period of one (1) year following the rough grade of the County Property or the date that the County commences construction of the Lake Drive Extension on the County Property; and

(d) NORTHLAND accomplishing all matters relating to the design and permitting of the foregoing matters as set forth herein; and

WHEREAS, NORTHLAND and the COUNTY each warrant and represent to each other that they have full power and authority to enter into this Agreement; they have taken all necessary actions and obtained all necessary approvals to enter into this Agreement; this Agreement has been duly executed and delivered by them and constitutes the legal, valid and binding obligations of them, and this Agreement and the performance of the terms and conditions of this Agreement do not conflict with, and are not prohibited or limited by any agreement, contract or instrument to which they are a party or by which they are bound, or any statute, law, ordinance, rule or regulations applicable to them or by which they are bound; and

WHEREAS, the parties hereto have negotiated the terms

conditions and provisions of this Agreement at arm's length, have each made certain representations and have determined to rely upon the respective promises and covenants set forth herein,

NOW, THEREFORE, the parties in consideration of the premises and the benefits to them respectively, the rights and obligations of the parties as set forth in the commitments, covenants promises, agreements and conditions of this Agreement, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the parties have relied.

Section 2. Work Plan. Within seven 7) days of the date of this Agreement, NORTHLAND shall obtain and present to the COUNTY for approval, a proposed plan, hereinafter referred to as the "Work Plan" to be prepared by Ivey, Harris and Walls, Inc., hereinafter referred to as the "Design Engineer," as further described in this Section 2.

(a) Description of Work Plan. The Work Plan: (i shall set forth the full scope of work to be performed by NORTHLAND in connection with the design, permitting and performance of the work to be completed in association with revising the Road Construction Plans to reduce the elevation of the Lake Drive Extension; (ii shall include a master grading plan for the

Property and the COUNTY Property; (iii) shall provide for NORTHLAND's excavation of the County Property and use of the excavated material, including the legal disposal of unsuitable material excavated in the course of the work, in accordance with the master grading plan; (iv) shall provide for the control of erosion to the County Property after completion of such grading; (v) shall provide for the maintenance of the County Property after grading for the lesser time period of one (1) year following such grading, or the date upon which the COUNTY commences construction of the Lake Drive Extension on the County Property; (vi) provide electronic as-built survey data of changes made to the COUNTY Property in a form suitable for use by the COUNTY's Design Engineer; and (vii) shall meet all applicable requirements of the COUNTY

(b) County Approval of Work Plan. The COUNTY shall either (i) approve the Work Plan as submitted by NORTHLAND, (ii) approve the Work Plan subject to such modifications as are agreed to by NORTHLAND, or (iii) disapprove the Work Plan. In the event the Work Plan is approved by the COUNTY, NORTHLAND shall proceed to conduct the work described therein in accordance with the terms of the Work Plan and this Agreement. In the event the Work Plan is not approved by the COUNTY within two (2) months of the date of this Agreement, unless said deadline is extended in writing by the COUNTY and NORTHLAND, then this Agreement shall terminate and the parties shall have no further obligations one to another.

(c) Contracts Necessary to Implement Work Plan.

NORTHLAND shall award and enter into contracts for the implementation of the Work Plan with such contractors subcontractors, suppliers and professional service providers as shall be reasonably necessary to complete the work described therein, all of which shall be subject to the COUNTY's prior written approval, which approval shall not be unreasonably withheld

(2) In the event of default or breach by NORTHLAND or NORTHLAND's inability to perform with respect to those portions of such contracts or subcontracts as are applicable to the County Property, the COUNTY may assume the contractual position of NORTHLAND and exercise all rights and privileges governed thereby and, upon request by the COUNTY, NORTHLAND shall cause all of the rights and privileges to be assigned to the COUNTY. In the alternative, the COUNTY may elect to construct the road as originally designed, and NORTHLAND shall be responsible for the additional costs, if any, caused by the default or breach

NORTHLAND shall furnish a performance bond or other reasonable security or assurance, in a form acceptable to the COUNTY, to cover all design, permitting, construction, survey and other related costs based on estimates for all work items presented in the Work Plan and otherwise referenced herein with respect to NORTHLAND's completion of the work on the County Property as described in the Work Plan.

(d) Payment of Work Plan Costs. NORTHLAND shall pay all costs associated with the planning and implementation of the Work

Plan. NORTHLAND shall also pay to the County, upon billing reasonable and necessary design costs the COUNTY incurs to finalize the Road Construction Plans because of the changed conditions resulting from the work performed pursuant to the Work Plan, including but not limited to, the incorporation of the as-built survey of the County Property, as further described in Section 2(a)(vi).

(e) Implementation of Work Plan.

(1) NORTHLAND shall be responsible for obtaining necessary licenses, permits and approvals necessary to implement the Work Plan (the "Permits and Approvals") in accordance with all governmental agencies having jurisdiction thereover COUNTY hereby authorizes NORTHLAND to execute and file in the name of the COUNTY all applications, requests and documents required to obtain the Permits and Approvals necessary to implement the Work Plan on the COUNTY Property as approved by the COUNTY. NORTHLAND shall diligently pursue and expeditiously obtain the Permits and Approvals as soon as reasonably possible after COUNTY approval of the Work Plan. The COUNTY shall reasonably cooperate in good faith with NORTHLAND in obtaining the Permits and Approvals, including the execution of such documents or applications as are necessary to obtain the Permits and Approvals necessary to implement the Work Plan; provided, however, nothing herein shall operate to inhibit or restrict the authority of the COUNTY to approve, disapprove or impose conditions in connection with the COUNTY's issuance of permits

any matter described in the Work Plan in accordance with the policies, procedures and requirements of the COUNTY applicable generally with respect to such matters and all generally acceptable engineering standards

(2) Within thirty (30) days after the COUNTY approves the Work Plan, NORTHLAND shall apply for all Permits and Approvals necessary to conduct the work described in the Work Plan. Thereafter, NORTHLAND shall diligently and continuously proceed to perform all tasks and work to be accomplished under the Work Plan until all such tasks and work are completed.

(3) By execution of this Agreement, NORTHLAND indemnifies and holds harmless the COUNTY from and against any damages and liability with respect to the work to be performed on

County Property as described in the Work Plan. This indemnity and hold harmless agreement includes all claims for personal injuries, death, and property damage occurring on or about the County Property, whether by members of the public, employees of NORTHLAND, or any agent, contractor, invitee or other person associated with NORTHLAND. NORTHLAND further agrees to defend the COUNTY against any such claims, all at no cost or expense to the COUNTY. Prior to commencing any Work Plan activities, NORTHLAND and its agents and contractors shall provide appropriate certificates of insurance in a form and to the coverage limits generally accepted by the COUNTY for related work. As appropriate, the COUNTY shall also be named as an additional insured and the policies endorsed to provide for no

cancellation without prior written notice to the COUNTY. Nothing herein shall be construed to waive the COUNTY's immunity from suit as provided in Section 768.28, Florida Statutes (2002).

Design Engineer. COUNTY acknowledges that the Design Engineer (i) is a licensed professional engineer qualified to practice engineering in the State of Florida and Seminole County. (ii) holds all professional licenses and certifications necessary to design and obtain permits for the work contemplated by the Work Plan in accordance with the requirements of the State of Florida and Seminole County.

Effect of Work Plan on Road Project Plan.

(1) NORTHLAND acknowledges that its conduct of the work to be performed pursuant to the Work Plan affects the COUNTY's ability to complete the redesign and permitting of the Lake Drive Extension within the timelines set forth in Section 17 of the Contract for Sale and Purchase Agreement dated March 18, 2002 between the COUNTY and NORTHLAND. The COUNTY agrees to make every effort to modify and finalize the Road Construction Plans to incorporate the matters set forth in the Work Plan within 60 days after receipt of electronic as-built survey information suitable for use by the COUNTY's Engineer and to seek associated permit modifications, if any. All reasonable and necessary costs incurred by the COUNTY's Engineer to revise and finalize the Road Construction Plans because of the changed conditions resulting from the work performed pursuant to the Work Plan shall be paid for by NORTHLAND to the COUNTY upon billing

Upon completion of the work identified in the Work Plan the COUNTY and NORTHLAND agree to adjust the timelines in Section 17 of the Contract for Sale and Purchase dated March 18 2002 between the COUNTY and NORTHLAND to allow for the resulting delay to the COUNTY's construction project timelines. NORTHLAND agrees that the COUNTY's time to complete its redesign and permitting because of the Lake Drive Extension shall be extended one day for each day the COUNTY was delayed and is delayed in completing such design and permitting because of the matters that are the subject of this Agreement. Additionally, the resulting delay shall include, but shall not be limited to, the actual number of days of the sixty (60) day time period described in Section(g)(1), above, necessary for the COUNTY to modify and finalize the Road Construction Plans so as to incorporate the matters set forth in the Work Plan. The other construction project timeline dates will be similarly extended and every attempt will be made to remain with consistent time periods between events

(h) County Approval. The County Engineer shall provide all approvals or disapprovals required by this Section 2. No approval, approval with conditions or disapproval shall be binding unless same is in writing.

Section 3. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party,

including, but not limited to, those now in effect and hereafter adopted

Section 4. Notice

(a) Except as otherwise provided in this Agreement whenever either party desires to give notice to the other, notice shall be sent to:

For the COUNTY: Kevin Grace, County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to: Jerry McCollum, P.E., County Engineer
Public Works Department
Engineering Division
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

Mahmoud Najda, Development Review Mgr
Development Review
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

County Attorney' Office
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For NORTHLAND: Northland Community Church
Attn: Dr. Darrel Riley, Executive Pastor
520 Dog Track Road
Longwood, Florida 32750

with a copy to: Dale A. Burket, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

(b) Either of the parties may change, by written notice as

provided herein, the addresses or persons for receipt of notices.

Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telex, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 6. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

Section 7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties

Section 8. COUNTY's Obligation. This Agreement shall not be deemed to pledge the credit of the COUNTY nor to make the COUNTY a co-venturer or partner of NORTHLAND.

Section 9. Applicable Law/Venue/Remedies.

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions

(c) In the event of a dispute between NORTHLAND and COUNTY regarding the subject matter of this Agreement, NORTHLAND and COUNTY agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. The prevailing party in any action, litigation, suit, action or proceeding to enforce the terms and conditions of this Agreement shall be entitled to recover all reasonable attorneys and paralegal fees and costs incurred prior to, in preparation for and in connection with all trial or appellate proceedings.

Section 10. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 11. Non-Waiver. No consent or waiver, expressed or

implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

Section 12. Construction

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal part in reciprocity in drafting this Agreement

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

Section 13. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this

Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes

Section 14. Further Assurances

The COUNTY and NORTHLAND each agree to sign any other instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 15. Curative Periods. No default as to any provision of this Agreement on the part of either the COUNTY or NORTHLAND shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 16. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied

Section 17. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 18. Public Records. NORTHLAND shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes which have been made or received by NORTHLAND in conjunction with this Agreement.

Section 19. Equal Opportunity Employment. NORTHLAND agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed employees are treated during employment without regard to race, color, religion, sex, age or national origin This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

Section 20. Conflict of Interest. NORTHLAND agrees that it will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by *Chapter 112, Florida Statutes*

Section 21. Interpretation This Agreement shall not operate as a development order or permit or a development approval of any type No waiver or fulfillment of any condition of development arising from the Seminole County Comprehensive Plan or the Land Development Code of Seminole County is intended

and none shall be implied from the terms of this Agreement.

Section 22. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the parties (the "Effective Date").

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

BY: NORTHLAND COMMUNITY CHURCH, INC.
a Florida corporation not for profit

Mary Jo Couchard
Patricia A. Dunning Secretary

(CORPORATE SEAL)

By:

Name: Dr. David Riley

Title: Executive Pastor

Date: Nov 19, 2002

"NORTHLAND"

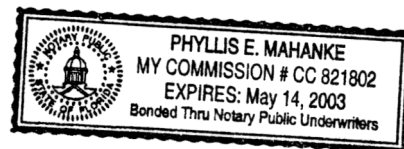
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 19 day of November, 2002, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____

David C. Riley
as Executive Pastor and Secretary, respectively, of NORTHLAND COMMUNITY CHURCH, INC., a corporation not for profit organized under the laws of the State of Florida, who are personally known to me or who have produced as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Phyllis E. Mahanke
Print Name Phyllis E. Mahanke
Notary Public in and for the County and State Aforementioned
My commission expires:

033053\80882\601495\2



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

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

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
commissioners at their December
10, 2002 regular meeting.

County Attorney

Attachments

- | | | | |
|----|---------------|-------------------|----------------------------------------------------|
| 1. | Exhibit "A-1" | Legal Description | (Northland Property) |
| 2. | Exhibit "A-2" | Legal Description | (Northland Property under
Contract to Purchase) |
| 3. | Exhibit "B" | Legal Depiction | (County Property) |

EXHIBIT "A-1"

A part of that parcel of land described in Official Record Book 1799, page 1944 as recorded in the Public Records Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole Cour Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D.R. Mitchell's Survey of the Levy Grant on Lake Jess; according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the p thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence S84°34'35"E al the North line of said plat a distance of 124.14 feet to the Northwest corner of Lot 64 of said plat for a Point Beginning; thence, departing the North line of said plat, run N57°14'33"E a distance of 13.83 feet; the N32°45'27"W a distance of 34.14 feet; thence N89°31'33"W a distance of 55.61 feet; thence N00°28'27"E a distar of 20.00 feet; thence S89°31'33"E a distance of 42.51 feet; thence N32°45'27"W a distance of 1193.36 feet; the S57°14'33"W a distance of 6.00 feet; thence N32°45'27"W a distance of 40.00 feet; thence S57°14'33"W a distance 25.00 feet; thence N32°45'27"W a distance of 43.84 feet; thence N00°25'48"E a distance of 81.26 feet; the N57°59'10"W a distance of 844.26 feet to the Point of Curvature of a curve concave Southwesterly and having a radi of 540.69 feet; thence run Northwesterly along said curve an arc length of 402.19 feet through a central angle 42°37'10" to the Point of Tangency; thence S79°24'04"W a distance of 395.25 feet to the existing right of way Seminola Boulevard as shown and recorded on the Plat of Sportsman's Paradise, according to the plat thereof, recorded in Plat Book 8, pages 12 and 13 of the Public Records of Seminole County, Florida; thence N34°00'41"W distance of 71.94 feet; thence departing said existing right of way of Seminola Boulevard run N79°24'20"E a distan of 423.80 feet to a point on a non-tangent curve concave Southwesterly and having a radius 606.68 feet; thence from chord bearing of S79°18'19"E, run along said curve an arc length of 451.30 feet through a central angle of 42°37'1 to the Point of Tangency; thence run S57°59'20"E a distance of 918.83 feet; thence S32°45'27"E a distance of 1437. feet; thence N57°14'33"E a distance of 4.00 feet; thence S32°45'27"E a distance of 23.00 feet to a point on the Nor line of Amended Plat of Button's Subdivision, according to the plat thereof, as recorded in Plat Book 9, page 25 of t Public Records of Seminole County, Florida; thence N84°34'35"W along the North line of said plat and along t North line of the aforesaid A Replat Of A Part Of Lots 1 And 2 Watts' Farms, a distance of 156.26 feet to the Point Beginning.

EXHIBIT "A-2"

All that part of Lots 128, 129, 130, 131, 136, 137, 138, 144 and 145, Block "D", D. R. Mitchell's Survey of the Levy Grant, according to the Plat thereof as recorded in Plat Book 1, Page 5, of the Public Records of Seminole County, Florida; Lying Southerly and Easterly of North Orlando Ranches Section 3, according to the plat thereof as recorded in Plat Book 12, Pages 33 and 34 of the Public Records of Seminole County, Florida; Lying Southerly and Westerly of North Orlando Ranches Section 1, according to the plat thereof as recorded in Plat Book 12, Page 3, of the Public Records of Seminole County, Florida; lying Southerly and Westerly of North Orlando Ranches Section 6, according to the plat thereof as recorded in Plat Book 12, Pages 84 and 85 of the Public Records of Seminole County, Florida; Lying Westerly of North Orlando Ranches Section 7, according to the plat thereof as recorded in Plat Book 13, Page 3 of the Public Records of Seminole County, Florida; and also Lying Northerly and Easterly of Seminola Boulevard Extension, a 66 foot width R/W, the centerline of which is described as follows:
Begin at a point in the centerline of Seminola Boulevard on the Easterly line of Block "B", Sportsman's Paradise, as recorded in Plat Book 8, Pages 12 and 13 of the Public Records of Seminole County, Florida, thence run North 78 degrees 50 minutes East 409.47 feet to the P.C. of a curve 10 degrees to the right, thence 426.17 feet along said curve to the P.T., thence South 58 degrees 33 minutes East 1876.23 feet, thence South 16 degrees 02 minutes East 635.05 feet to the Southerly line of Lot 145 said Block "D" of D.R. Mitchell's Survey of the Levy Grant; LESS begin at the Northeasterly corner of Tract "A", North Orlando Ranches Section 3, according to the plat thereof as recorded in Plat Book 12, Pages 33 and 34 of the Public Records of Seminole County, Florida, thence run North 82 degrees 07 minutes 44 seconds East, along the Southerly line of Block "C" said North Orlando Ranches Section 3, 1370.252 feet to the Southeasterly corner of Lot 8, Block "C", said North Orlando Ranches Section 3, thence run North 04 degrees 05 minutes 41 seconds East along the Easterly line of said Lot 8, Block "C", 316.839 feet to the most Easterly corner of said Lot 8, Block "C", thence run North 82 degrees 06 minutes 39 seconds East, along the Southerly line of Lot 9, Block "C", said North Orlando Ranches Section Three, 179.526 feet, thence run South 04 degrees 05 minutes 41 seconds West 1201.038 feet to the Northerly right of way of Seminola Boulevard Extension, thence run North 58 degrees 49 minutes 11 seconds West, along said Northerly right of way of Seminola Boulevard Extension, 311.430 feet to the P.C. of a curve concave Southerly having a radius of 606.686 feet, thence run Northwesterly and Southwesterly along said curve 451.254 feet through a central angle 42 degrees 37 minutes to the P.T. of said curve, thence run South 78 degrees 33 minutes 49 seconds West 423.564 feet to an intersection with the Easterly line of Tract "A" of said North Orlando Ranches Section Three extended Southeasterly, thence run North 34 degrees 33 minutes 50 seconds West, along said Easterly line of Tract "A", 627.581 feet to the POINT OF BEGINNING.

EXHIBIT "A-2"

Begin at the Northeasterly corner of Tract "A", North Orlando Ranches Section Three, according to the plat thereof as recorded in Plat Book 12, Page 33 and 34 of the Public Records of Seminole County, Florida, thence run North 82 degrees 07 minutes 44 seconds East, along the Southerly line of Block "C", said North Orlando Ranches Section Three, 1370.252 feet to the Southeasterly corner of Lot 8, Block "C", said North Orlando Ranches Section Three, thence run North 04 degrees 05 minutes 41 seconds East, along the Easterly line of said Lot 8, Block "C", 316.839 feet to the most Easterly corner of said Lot 8, Block "C", thence run North 82 degrees 06 minutes 39 seconds East, along the Southerly line of Lot 9, Block "C", said North Orlando Ranches Section Three, 179.526 feet, thence run 8.04 degrees 05 minutes 41 seconds West 1201.038 feet to the Northerly right of way of Seminola Boulevard Extension, thence run North 58 degrees 49 minutes 11 seconds West, along said Northerly right of way of Seminola Boulevard Extension, 311.430 feet to the P.C. of a curve concave Southerly having a radius of 606.686 feet, thence run Northwesterly and Southwesterly along said curve 451.254 feet through a central angle of 42 degrees 37 feet to the P.T. of said curve, thence run South 78 degrees 33 minutes 49 seconds West, 423.564 feet to an intersection with the Easterly line of Tract "A" of said North Orlando Ranches Section Three extended Southeasterly, thence run North 34 degrees 33 minutes 50 seconds West, along said Easterly line of Tract "A", 627.581 feet to the **POINT OF BEGINNING**.

A part of that parcel of land described in Official Record Book 1799, page 1944 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D.R. Mitchell's Survey of the Levy Grant on Lake Jessup, according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, said Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence S84°34'35"E along the North line of said plat a distance of 124.14 feet to the Northwest corner of Lot 64 of said plat for a Point of Beginning; thence, departing the North line of said plat, run N57°14'33"E a distance of 13.83 feet; thence N32°45'27"W a distance of 34.14 feet; thence N89°31'33"W a distance of 55.61 feet; thence N00°28'27"E a distance of 20.00 feet; thence S89°31'33"E a distance of 42.51 feet; thence N32°45'27"W a distance of 1193.36 feet; thence S57°14'33"W a distance of 6.00 feet; thence N32°45'27"W a distance of 40.00 feet; thence S57°14'33"W a distance of 25.00 feet; thence N32°45'27"W a distance of 43.84 feet; thence N00°25'48"E a distance of 81.26 feet; thence N57°59'10"W a distance of 844.26 feet to the Point of Curvature of a curve concave Southwesterly and having a radius of 540.69 feet; thence run Northwesterly along said curve an arc length of 402.19 feet through a central angle of 42°37'10" to the Point of Tangency; thence S79°24'04"W a distance of 395.25 feet to the existing right of way of Seminola Boulevard as shown and recorded on the Plat of Sportsman's Paradise, according to the plat thereof, as recorded in Plat Book 8, pages 12 and 13 of the Public Records of Seminole County, Florida; thence N34°00'41"W a distance of 71.94 feet; thence departing said existing right of way of Seminola Boulevard run N79°24'20"E a distance of 423.80 feet to a point on a non-tangent curve concave Southwesterly and having a radius 606.68 feet; thence from a chord bearing of S79°18'19"E, run along said curve an arc length of 451.30 feet through a central angle of 42°37'17" to the Point of Tangency; thence run S57°59'20"E a distance of 918.83 feet; thence S32°45'27"E a distance of 1437.54 feet; thence N57°14'33"E a distance of 4.00 feet; thence S32°45'27"E a distance of 23.00 feet to a point on the North line of Amended Plat of Button's Subdivision, according to the plat thereof, as recorded in Plat Book 9, page 25 of the Public Records of Seminole County, Florida; thence N84°34'35"W along the North line of said plat and along the North line of the aforesaid A Replat Of A Part Of Lots 1 And 2 Watts' Farms, a distance of 156.26 feet to the Point of Beginning.

Containing 6.147 acres, more or less.

TAX I.D. NUMBER: 26-20-30-5AR-0D00-1450

EXHIBIT "B"