

**SEMINOLE COUNTY GOVERNMENT  
BOARD OF COUNTY COMMISSIONERS  
AGENDA MEMORANDUM**

**SUBJECT:** Resolution accepting conveyance of properties designated as Tracts 7, 8, 9, 10, 11, and 12, of The Estates at Wekiva Park PUD Final Master Plan.

**DEPARTMENT:** Planning and Development **DIVISION:** Planning

**AUTHORIZED BY:** Kent Cichon **CONTACT:** Tony Matthews **EXT:** 7373

**Agenda Date** 12/10/02 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 6:00** ☐

**MOTION/RECOMMENDATION:**

Adopt a resolution accepting, by Special Warranty Deed and Drainage Easement documents, properties designated as Tracts 7, 8, 9, 10, 11, and 12, of The Estates at Wekiva Park PUD Final Master Plan,

(Commission District #5, McLain)

(Tony Matthews, Principal Planner)

**BACKGROUND:**

On October 23, 2001, the Board of County Commissioners approved the PUD final master plan and developer6 commitment agreement for The Estates at Wekiva Park PUD.

Subsection A(1) of Section X, Facility Commitments, of The Estates at Wekiva Park PUD, Developer6 Commitment Agreement, Commitments, Classification and District Description, requires that to implement developer's voluntary plan to preserve wetlands, flood prone areas and associated uplands, developer shall deed, dedicate, or cause to be deeded or dedicated, all uplands, wetlands and flood prone areas designated as Tracts 7, 8, 9, 10, 11, and 12, of the PUD Final Master Plan to the St. Johns River Water Management District, Seminole County, or other appropriate governmental agency acceptable to Seminole County, conditioned upon approval of all local, state and federal agencies having jurisdiction.

**STAFF RECOMMENDATION:**

Recommend adopting a resolution accepting, by Special Warranty Deed and Drainage Easement documents, properties designated as Tracts 7, 8, 9, 10, 11, and 12, of The Estates at Wekiva Park PUD Final Master Plan (see enclosed maps).

Reviewed by:	<u>KZC</u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No:	<u>cpdp01</u>

**ADDITIONAL BACKGROUND:**

The subject properties are vacant and unimproved and contain a total of approximately 65 acres.

The Special Warranty Deed and Drainage Easement documents create a drainage easement across the totality of the property in favor of Wekiva Limited, a Florida Limited Partnership.

**Execution of Special Warranty Deed and Drainage Easement Document**

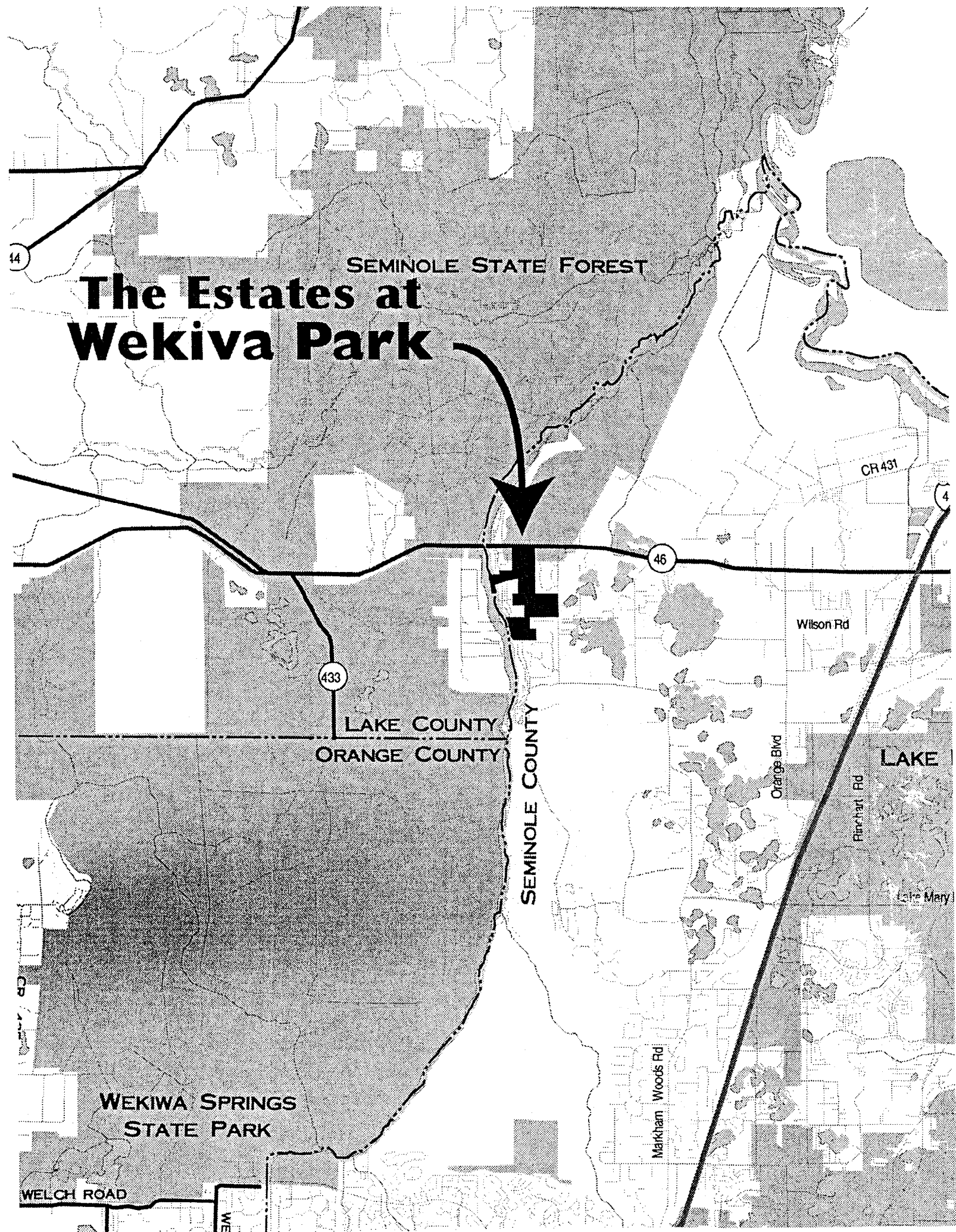
The County is in receipt of fully executed Special Warranty Deed and Drainage Easement documents from the owners of the subject properties deeding these properties to Seminole County. However, due to concerns of staff regarding particular language within these subject deeds, these deeds are being amended and will be re-executed by the owners and submitted to the County prior to December 10, 2002. The unsigned Special Warranty Deed and Drainage Easement documents provided herein are for the purpose of displaying the revised document language, which are being signed and will be presented to the County prior to December 10. Also, the Chairman shall not sign the resolution until such time as the approved deeds are executed and in the possession of the County.

The attached land use table and tract maps are taken from The Estates at Wekiva Park PUD Final Master Plan for the purpose of depicting the subject properties.

**Attachments:**

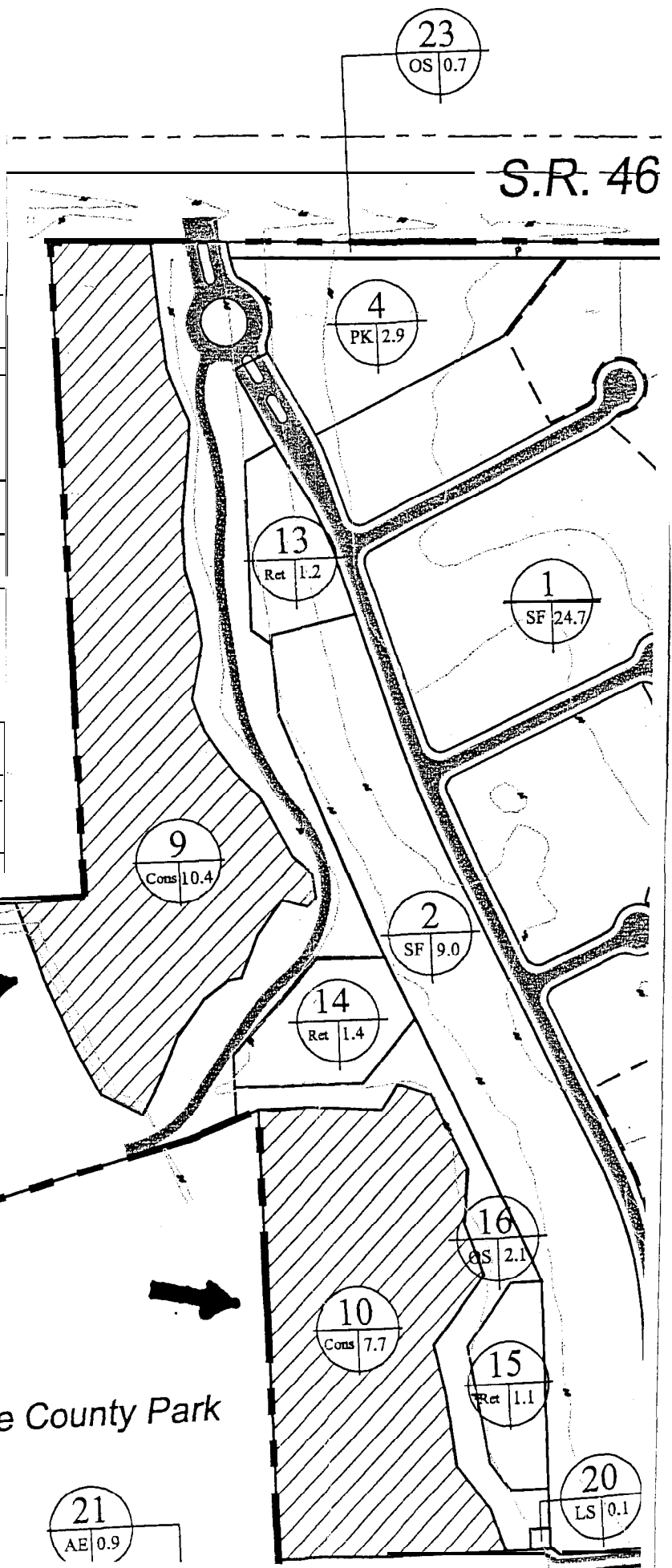
- PUD final master plan land use table and tract maps.
- Pages 6 and 7, The Estates at Wekiva Park PUD Commitment Agreement.
- Special Warranty Deeds.
- Resolution.
- Title Certificates.

# The Estates at Wekiva Park

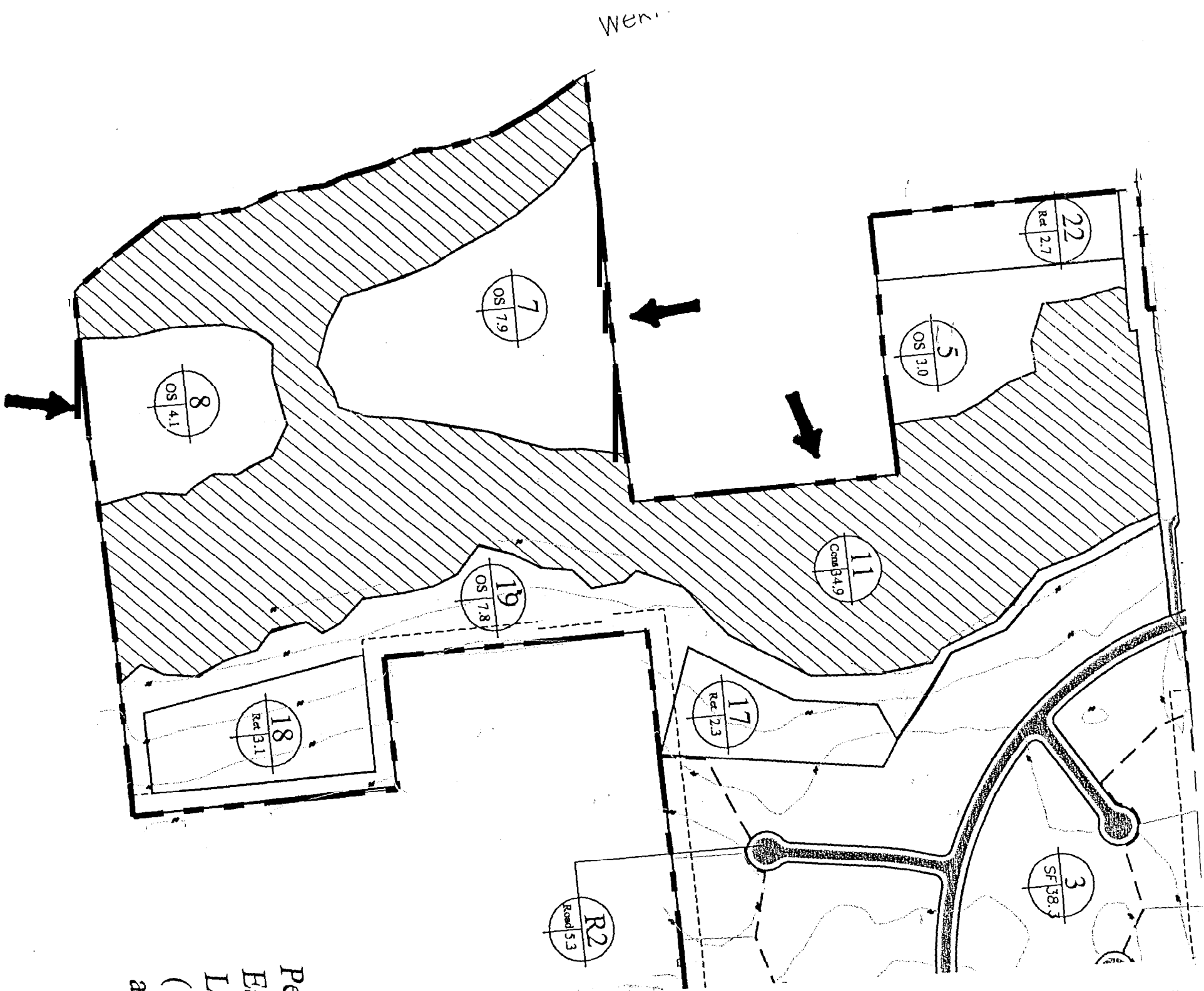


Land Use Table

1	-Single Family Residential	247
2	<b>Single Family Residential</b>	9.0
3	Single Family Residential	38.3
4	<b>Park</b>	2.9
5	-Open Space	3.0
6	Open Space	18.9
7	Open Space	7.9
8	Open Space	4.1
9	Conservation	10.4
10	Conservation	7.7
11	<b>Conservation</b>	34.9
12	Conservation	1.2
13	<b>Retention</b>	1.2
14	Retention	1.4
15	Retention	1.1
16	Open Space	2.1
17	Retention	2.3
18	<b>Retention</b>	3.1
19	Open Space	7.8
20	<b>Lift Station</b>	0.1
21	<b>Access Easement</b>	0.9
22	<b>Retention</b>	2.7
23	Open Space	0.7
R1	<b>Phase 1 Roads</b>	5.0
R2	<b>Phase 2 Roads</b>	5.3
Total		196.7



Existing Seminole County Park



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- G. In order to comply with the Seminole County Comprehensive Plan policy for tree preservation, the applicant will submit with each residential building permit application a tree survey and plan to preserve a minimum of 50% of the trees or where unreasonable to preserve, submit an acceptable mitigation plan consistent with section 5(b) of the Wekiva Park Development Order. Building permits shall be reviewed by the County's Development Review Manager for compliance with this condition.
- H. The applicant has submitted, for informational purposes only, a proposed street lighting plan for staff review and comment.
- I. Developer has provided a landscaping, tree preservation and tree protection plan for the Development. Said plan has been reviewed by County staff for the purpose of recommending said plan to the Board of County Commissioners.
- J. Developer has submitted a proposal to Seminole County regarding buffering (including the feasibility of fencing) of Parcel 5C (located north of Tract 6 of the PUD Preliminary Master Plan, abutting Lots 8 and 9 of River Oaks subdivision) from the County's Hutchinson Park facility.

#### **IX. RECREATION AND OPEN SPACE**

- A. The Estates at Wekiva Park shall include a 2.9-acre park that will include a children's play area, two tennis courts, and parking. Additionally, a pedestrian connection shall be provided between Tract R1 and Tract 6 to provide access between the residential subdivision and the Hutchison Park facility.
- B. Lighting of the tennis court is prohibited.
- C. The entrance sign to the County's park will meet or exceed the County's requirements for park signage.

#### **X. FACILITY COMMITMENTS**

##### **A. Drainage, Recharge and Water Quality Commitments**



- 1. To implement Developer's voluntary plan to preserve wetlands, flood prone areas and associated uplands, Developer shall deed, dedicate, or cause to be deeded or dedicated, all uplands, wetlands and flood prone areas designated as Tracts 7, 8, 9, 10, 11, and 12 to the St. Johns River Water Management District, Seminole County or other appropriate governmental agency acceptable to Seminole County, conditioned upon approval of all local, state and federal agencies having jurisdiction. Said deed or dedication shall occur at time of final engineering approval for the Development. Uplands and wetlands/flood prone areas shall be deeded or dedicated via separate, respective instruments. Developer shall deed, dedicate, or cause to be deeded or dedicated Tract 6 by fee simple title to

Seminole County via warranty deed at time of final plat for phase one development.

2. Development activity, including the placing or depositing of fill within wetlands and the 100-year floodplain, is prohibited.
3. Excavation necessary to construct stormwater retention/detention facilities shall be limited to the minimum material necessary to meet the stormwater performance standards set forth by the County and the St. Johns River Water Management District. Retention/detention ponds shall be sized for stormwater management and not be designed to create additional fill material beyond that excavated to comply with minimum stormwater design standards.
4. All stormwater management design shall comply with provisions of the Wekiva River Protection Act as implemented by the St. Johns River Water Management District through their permit process. The stormwater management plan may utilize on-site wetlands for stormwater detention consistent with all agency requirements.

B. Environmental Resources

1. Development design shall demonstrate that at least fifty percent (50%) of the trees located within each lot in Tracts 1, 2, and 3 are preserved onsite as determined by the County's Development Review Manager. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio/plan, to be reviewed and approved by the Board of County Commissioners, shall be implemented as provided for in the Land Development Code of Seminole County. This ratio/plan shall require an increasing number of replacement trees based upon the size of a tree's caliper. The tree replacement program, if required for failure to preserve fifty percent (50%) of trees in Tracts 1 through 4, shall be directed to areas within fifty (50) feet of the PUD's northern boundary, the Foxspur and Dawn Estates, Section II subdivisions and the Longwood Markham Road right-of-way edge.
2. All specimen trees or historic trees shall be preserved to the maximum extent possible.
3. An upland buffer averaging fifty (50) feet, but no less than twenty five (25) feet in width, shall be maintained surrounding areas assigned the Conservation land use designation or the FP-1 or W-1 zoning classification or properties which have been designated as wetlands, conservation areas or conservation easements. This upland buffer shall be dedicated to the Development's homeowners association, Seminole County or the St. Johns River Water Management District (SJRWMD) as a separate tract on the final plat with an overlying conservation easement dedicated to Seminole County. If adjacent wetlands are deeded to the County or the SJRWMD, the upland buffers shall be included in the conveyance,

Exhibit "A"

**SPECIAL WARRANTY DEED AND DRAINAGE EASEMENT**

THIS **INDENTURE** made and entered into this day of \_\_\_\_\_,  
2002, by and between:

**WEKIVA, LIMITED, a Florida Limited Partnership** whose address is 660  
Ololu Drive, Winter Park, Florida 32789, hereinafter referred to as  
"Grantor"; and

**SEMINOLE COUNTY, a political subdivision of the State of Florida**  
whose address is 1101 East First Street, Sanford, Florida 32771,  
hereinafter referred to as "Grantee".

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

**THE GRANTOR**, for and in consideration of the sum of Ten (\$10.00)  
Dollars and other valuable consideration to it in hand paid by said  
Grantee, the receipt whereof is hereby acknowledged, has granted,  
released, bargained and sold unto the Grantee, its heirs, successors and  
assigns forever, the following described real property lying and being  
in the County of Seminole, in the State of Florida, to wit:

Parcels 7, 8 and 11 and portions of Parcel 10 more  
particularly described on Exhibit "A" attached hereto and  
incorporated herein, together with all tenements,  
hereditaments and appurtenances thereto belonging.

The Property described herein is not the Homestead of the  
Grantors herein as is vacant and unimproved land.

**SUBJECT, HOWEVER**, to the following:

1. Any applicable real estate taxes for the year 2003 and all  
subsequent years.
2. All applicable zoning and building ordinances and regulations.
3. Utility easements, if any, now recorded in the Public Records  
of Seminole County, Florida.

Grantor herein specifically reserves and establishes an exclusive,  
perpetual and permanent easement and right of way for the purpose of  
storm water drainage upon and across all lands conveyed herein to  
Grantee, for the purpose of allowing storm water drainage to flow from  
the contiguous lands of Grantor. The easement and rights reserved  
hereunder specifically may be assigned by Grantor in a subsequent  
conveyance of the lands or have previously been assigned by the Grantor,  
for which this drainage easement has been established and reserved.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said Grantee that the Grantor  
is lawfully seized of said land in fee simple; that the Grantor has good  
right and lawful authority to sell and convey said land, and hereby  
warrants the title to said land and will defend the same against the  
lawful claims of all persons claiming by, through, or under the said  
Grantor.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be  
signed in its name by its duly authorized officer, the day and year first  
above written.



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents on the day and year set forth below:

Signed, sealed and delivered in  
the presence of:

WEKIVA, LIMITED, a Florida Limited  
Partnership

Signature

Print Name

By: CHARLES S. DEXTER, M.D.  
General Partner

Dated:

Signature

Print Name

CHARLES S. DEXTER, M.D., Individually

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared CHARLES S. DEXTER, M.D., General Partner and Individually, to me personally known or who produced as identification and who executed the foregoing instrument and who did (did not) take an oath and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this day of , 2002.

Print Name:

Notary Public

My Commission Expires:

**IN WITNESS WHEREOF**, the said Grantor has signed and **sealed** these presents on the day and year set **forth** below:

Signed, sealed and delivered in  
the presence of:

**WEKIVA**, LIMITED, a Florida Limited  
Partnership

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
THOMAS PRINCE, M.D., General Partner  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
THOMAS PRINCE, M.D., Individually

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

**I HEREBY CERTIFY** that on this day, **before** me, an officer **duly** authorized **in** the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared **THOMAS PRINCE**, M.D., General Partner and Individually, to me personally known or who Produced \_\_\_\_\_ as identification and who **executed** the foregoing instrument and who did (did not) take an oath and be acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and stats **aforesaid** this \_\_\_\_\_ day of \_\_\_\_\_, **2002**.

\_\_\_\_\_  
Print Name:  
Notary Public  
**My** Commission Expires:

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents on the day and year set forth below:

Signed, sealed and delivered in the presence of:

**WEKIVA**, LIMITED, a Florida Limited Partnership

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
CHARLES H. BECHERT, II, M.D.  
General Partner  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CHARLES H. BECHERT, M.D., II, Individually

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

I **HEREBY** CERTIFY that on this day, before me, an officer **duly** authorized in the state **aforesaid** and in the county **aforesaid** to take acknowledgments, personally appeared CHARLES H. BECHERT, II, M.D., General Partner and Individually, to me personally known or who produced \_\_\_\_\_ **as identification** and who executed the **foregoing** instrument and who did (did not) take an oath and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 0 day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Print Name:**  
Notary Public  
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 MCLAIN, Chairman

Date: \_\_\_\_\_

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

\_\_\_\_\_  
County Attorney  
Approved as to form and  
legal sufficiency

## ESTATES AT WEKIVA PARK

(PARCELS 7, 8 AND 11)

## DESCRIPTION:

That part of the Southeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 29 East, Seminole County, Florida' described as follows:

Commence at the East  $\frac{1}{4}$  corner of said Section 28; thence run **N 90°00'00" W** along the East and West  $\frac{1}{4}$  Section line of said Section 28 **for** a distance of 241.64 **feet** to a point on a non-tangent curve concave **Northeasterly** having a radius of 875.00 feet and a chord bearing of **S 13°57'15" E**; thence run Southeasterly along the arc of said curve through a central angle of **03°30'59"** for a distance of 53.70 feet to the point of cusp of a curve concave Southwesterly having a radius of -25.00 feet and a chord bearing of **N 52°51'22" W**; thence **run** Northwesterly along the arc of said **curve through** a central angle of **74°17'15"** for a distance of 32.41 feet to the point of tangency; thence run **N 90°00'00" W** for a distance **of 220.83 feet to** the POINT OF BEGINNING, thence run **S 37°22'02" E** for a distance of 37.80 feet; thence run **S 18°39'35" E** for a distance of 45.36 feet; thence run **S 36°38'50" E** for a distance of 59.40 feet; thence **run** **S 13°15'32" E** for a distance of 65.84 feet; **thence** run **S 20°00'13" E** for a distance of 89.83 feet; thence run **S 37°09'12" E for a distance** of 79.50 feet; thence run **S 61°44'51" E** for a distance of 70.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 35.00 feet; thence run Southeasterly along the arc of said curve through a central angle of **70°20'32"** for a distance of 42.97 feet to the point of tangency; thence run **S 08°35'40" W** for a distance of 50.46 feet; thence run **S 15°17'55" E** for a distance of 71.08 feet; thence run **S 52°27'35" E** for a distance of 70.11 feet; thence run **S 50°25'11" E** for a distance of 37.22 feet; thence run **S 09°22'03" E** for a distance of 142.53 feet; thence run **S 13°17'04" W** for a distance of 33.49 feet; thence run **S 03°19'45" W** for a distance of 72.68 feet; thence run **S 08°11'45" W** for a distance of 75.26 feet; thence run **S 25°50'53" W** for a distance of 52.76 feet; thence run **S 72°23'13" W** for a distance of 40.65 feet; thence run **S 34°20'33" W** for a distance of 41.09 feet; thence run **S 09°13'52" E** for a distance of 30.04 feet; thence run **S 30°08'13" W** for a distance of 125.10 feet; thence run **S 51°39'43" W** for a distance of 131.62 feet; thence run **S 24°14'56" W** for a distance of 81.43 feet; thence run **S 02°52'09" E** for a distance of 158.83 feet; thence run **S 48°07'00" W** for a distance of 47.99 feet; thence run **S 09°00'59" W for a distance** of 71.25 feet; thence run **S 31°37'10" W** for a distance of 81.29 feet; thence run **S 21°25'37" W for** a distance of 50.05 feet; thence run **S 48°14'05" E** for a distance of 70.77 feet; thence **run** **S 21°16'07" E** for a distance of 84.79 feet; thence run **S 08°00'10" E** for

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a distance of 84.64 feet; thence run S 02°40'02" E for a distance of 89.21 feet; thence run S 41 °34'24" E for a distance of 80.63 feet; thence run S 08°55'46" E for a distance of 92.34 feet; thence run S 39°59'34" W for a distance of 35.68 feet; thence run S 06°58'48" E for a distance of 47.82 feet; thence run S 47°00'41" E for a distance of 46.72 feet; thence run S 10°43'34" E for a distance of 58.32 feet; thence run S 17°08'39" E for a distance of 53.51 feet; thence run S 25°48'06" E for a distance of 73.84 feet; thence run S 11°19'14" W for a distance of 63.92 feet; thence run S 04°41'51" E for a distance of 35.89 feet; thence run S 40°02'25" W for a distance of 22.54 feet; thence run S 03°06'22" W for a distance of 33.83 feet; thence run S 37°26'36" E for a distance of 74.87 feet to the South line of the South 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°19'53" W along said South line for a distance of 1044 feet more or less to the Wekiva River; thence run Northerly along said Wekiva River for a distance of 1425 feet more or less to the North line of the West 7/8 of the North 1/2 of the South 1/2 of the Southeast 1/4 of said Section 28; thence run N 89°39'35" E along said North line for a distance of 1075 feet more or less to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run N 00°33'59" W along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 662.81 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°49'49" W along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 173.37 feet; thence run N 05°40'15" W for a distance of 81.31 feet; thence run N 01°52'42" W for a distance of 69.86 feet; thence run N 23°03'05" W for a distance of 52.92 feet; thence run N 32°21'33" W for a distance of 85.65 feet; thence run N 16°49'03" W for a distance of 44.90 feet; thence run S 88°04'07" W for a distance of 50.60 feet; thence run N 67°31'30" W for a distance of 138.32 feet; thence run N 02°40'48" W for a distance of 120.99 feet; thence run N 12°19'32" W for a distance of 105.55 feet; thence run N 09°25'03" E for a distance of 16.48 feet; thence run N 89°38'02" E for a distance of 127.19 feet to the point of curvature of a curve concave Northerly having a radius of 1050.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°13'43" for a distance of 150.80 feet to the point of reverse curvature of a curve concave Southerly having a radius of 950.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°35'41" for a distance of 142.51 feet to the point of tangency; thence run S 90°00'00" E for a distance of 222.38 feet to the POINT OF BEGINNING.

**ESTATES AT WEKIVA PARK****(SOUTH PORTION OF PARCEL 10)****DESCRIPTION:**

That part of the Southeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line of said Section 28 for a distance of 882.47 feet to the POINT OF BEGINNING and to a point on a non-tangent curve concave Northerly having a radius of 1000.00 feet and a chord bearing of S 86°35'25" W; thence run Westerly along the arc of said curve through a central angle of 06°05'15" for a distance of 106.25 feet to the point of tangency; thence run S 89°38'02" W for a distance of 27.81 feet; thence run N 00°33'06" W for a distance of 6.49 feet to said East and West 1/4 Section line; thence run S90°00'00"E along said East and West 1/4 Section line for a distance of 133.88 feet to the POINT OF BEGINNING.

**SPECIAL WARRANTY DEED AND DRAINAGE EASEMENT**

**THIS INDENTURE** made and entered into this day of \_\_\_\_\_,  
2002, by and between:

**CHARLES S. DEXTER, Individually and as Trustee, JANET A. JOHNSON, HAROLD F. ROLL and MARY VALDA HICKMAN MARTZ, Individually and as Co-Trustees** whose address is 660 Ololu Drive, Winter Park, Florida 32789, hereinafter referred to as "Grantor"; and

**SEMINOLE COUNTY, a political subdivision of the State of Florida** whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Grantee".

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

**THE GRANTOR,** for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, released, bargained and sold unto the Grantee, its heirs, successors and assigns forever, the following described real property lying and being in the County of Seminole, in the State of Florida, to wit:

Parcels 9 and 12 and portions of Parcel 10 more particularly described on Exhibit "A" attached hereto and incorporated herein, together with all tenements, hereditaments and appurtenances thereto belonging.

The property described herein is not the Homestead of any of the Grantors herein and is vacant and unimproved land.

SUBJECT, HOWEVER, to the following:

1. Any applicable real estate taxes for the year 2003 and all subsequent years.
2. All applicable zoning and building ordinances and regulations.
3. Utility easements, if any, now recorded in the Public Records of Seminole County, Florida.

Grantor herein specifically reserves and establishes an exclusive, perpetual and permanent easement and right of way for the purpose of storm water drainage upon and across all lands conveyed herein to Grantee, for the purpose of allowing storm water drainage to flow from the contiguous lands of Grantor. The easement and rights reserved hereunder specifically may be assigned by Grantor in a subsequent conveyance of the lands or have previously been assigned by the Grantor, for which this drainage easement has been established and reserved.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the said Grantor.

**IN WITNESS WHEREOF,** the Grantor has caused these presents to be signed in its name by its duly authorized officer, the day and year first above written.



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents on the day and year set forth below:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
CHARLES S. DEXTER, M.D.  
Trustee and Individually  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared CHARLES S. DEXTER, M.D., Individually and Trustee, to me personally known or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who did (did not) take an oath and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Print Name:  
Notary Public  
My Commission Expires:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
JANET A. JOHNSON, Individually  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JANET A. JOHNSON, Individually, to me personally known or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who did (did not) take an oath and he acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Print Name:  
Notary Public  
MY Commission Expires:

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents on the day and year set forth below:

**JAMES F. HICKMAN IRREVOCABLE TRUST**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
**HAROLD F. ROLL**, Individually  
and as Co-Trustee

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

**STATS OP FLORIDA**  
**COUNTY OF** \_\_\_\_\_

I **HEREBY CERTIFY** that on this day, before *me*, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **HAROLD F. ROLL** Individually and as Co-Trustee of the **JAMES F. HICKMAN IRREVOCABLE TRUST**, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Printed Notary Signature

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents on the day and year set forth below:

JAMES W. HICKMAN IRREVOCABLE TRUST

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
MARY VALDA HICKMAN MARTZ,  
Individually and as  
Co-Trustee

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**I HEREBY CERTIFY** that on this day, before me, an *officer duly* authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARY VALDA HICKMAN MARTZ Individually and as Co-Trustee of the JAMES W. HICKMAN IRREVOCABLE TRUST, to me personally known or who produced \_\_\_\_\_ as identification and who did (did **not**) take an oath and she acknowledged before me that she executed the same for the purposes therein expressed.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Printed Notary Signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

MARYANNE MORSE

Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

DARYL MCLAIN, Chairman

Date: \_\_\_\_\_

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

\_\_\_\_\_  
County Attorney  
Approved as to form and  
legal sufficiency

## ESTATES AT WEKIVA PARK

(PARCELS 7, 8 AND 11)

## DESCRIPTION:

That part of the Southeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line of said Section 28 for a distance of 241.64 feet to a point on a non-tangent curve concave **Northeasterly** having a radius of 875.00 feet and a chord bearing of S 13°57'15" E; thence run Southeasterly along the arc of said curve through a central angle of 03°30'59" for a distance of 53.70 feet to the point of cusp of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of N 52°51'22" W; thence run Northwesterly along the arc of said curve through a central angle of 74°17'15" for a distance of 32.41 feet to the point of tangency; thence run N 90°00'00" W for a distance of 220.83 feet to the POINT OF BEGINNING, thence run S 37°22'02" E for a distance of 37.80 feet; thence run S 18°39'35" E for a distance of 45.36 feet; thence run S 36°38'50" E for a distance of 59.40 feet; thence run S 13°15'32" E for a distance of 65.84 feet; thence run S 20°00'13" E for a distance of 89.83 feet; thence run S 37°09'12" E for a distance of 79.50 feet; thence run S 61°44'51" E for a distance of 70.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 35.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 70°20'32" for a distance of 42.97 feet to the point of tangency; thence run S 08°35'40" W for a distance of 50.46 feet; thence run S 15°17'55" E for a distance of 71.08 feet; thence run S 52°27'35" E for a distance of 70.11 feet; thence run S 50°25'11" E for a distance of 37.22 feet; thence run S 09°22'03" E for a distance of 142.53 feet; thence run S 13°17'04" W for a distance of 33.49 feet; thence run S 03°19'45" W for a distance of 72.68 feet; thence run S 08°11'45" W for a distance of 75.26 feet; thence run S 25°50'53" W for a distance of 52.76 feet; thence run S 72°23'13" W for a distance of 40.65 feet; thence run S 34°20'33" W for a distance of 41.09 feet; thence run S 09°13'52" E for a distance of 30.04 feet; thence run S 30°08'13" W for a distance of 125.10 feet; thence run S 51°39'43" W for a distance of 131.62 feet; thence run S 24°14'56" W for a distance of 81.43 feet; thence run S 02°52'09" E for a distance of 158.83 feet; thence run S 48°07'00" W for a distance of 47.99 feet; thence run S 09°00'59" W for a distance of 71.25 feet; thence run S 31°37'10" W for a distance of 81.29 feet; thence run S 21°25'37" W for a distance of 50.05 feet; thence run S 48°14'05" E for a distance of 70.77 feet; thence run S 21°16'07" E for a distance of 84.79 feet; thence run S 08°00'10" E for

a distance of 84.64 feet; thence run S 02°40'02" E for a distance of 89.21 feet; thence run S 41°34'24" E for a distance of 80.63 feet; thence run S 08°55'46" E for a distance of 92.34 feet; thence run S 39°59'34" W for a distance of 35.68 feet; thence run S 06°58'48" E for a distance of 47.82 feet; thence run S 47°00'41" E for a distance of 46.72 feet; thence run S 10°43'34" E for a distance of 58.32 feet; thence run S 17°08'39" E for a distance of 53.51 feet; thence run S 25°48'06" E for a distance of 73.84 feet; thence run S 11°19'14" W for a distance of 63.92 feet; thence run S 04°41'51" E for a distance of 35.89 feet; thence run S 40°02'25" W for a distance of 22.54 feet; thence run S 03°06'22" W for a distance of 33.83 feet; thence run S 37°26'36" E for a distance of 74.87 feet to the South line of the South 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°19'53" W along said South line for a distance of 1044 feet more or less to the Wekiva River; thence run Northerly along said Wekiva River for a distance of 1425 feet more or less to the North line of the West 7/8 of the North 1/2 of the South 1/2 of the Southeast 1/4 of said Section 28; thence run N 89°39'35" E along said North line for a distance of 1075 feet more or less to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run N 00°33'59" W along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 662.81 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°49'49" W along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 173.37 feet; thence run N 05°40'15" W for a distance of 81.31 feet; thence run N 01°52'42" W for a distance of 69.86 feet; thence run N 23°03'05" W for a distance of 52.92 feet; thence run N 32°21'33" W for a distance of 85.65 feet; thence run N 16°49'03" W for a distance of 44.90 feet; thence run S 88°04'07" W for a distance of 50.60 feet; thence run N 67°31'30" W for a distance of 138.32 feet; thence run N 02°40'48" W for a distance of 120.99 feet; thence run N 12°19'32" W for a distance of 105.55 feet; thence run N 09°25'03" E for a distance of 16.48 feet; thence run N 89°38'02" E for a distance of 127.19 feet to the point of curvature of a curve concave Northerly having a radius of 1050.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°13'43" for a distance of 150.80 feet to the point of reverse curvature of a curve concave Southerly having a radius of 950.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°35'41" for a distance of 142.51 feet to the point of tangency; thence run S 90°00'00" E for a distance of 222.38 feet to the POINT OF BEGINNING.

## ESTATES AT WEKIVA PARK

(SOUTH PORTION OF PARCEL 10)

**DESCRIPTION:**

That part of the Southeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

**Commence** at the East  $\frac{1}{4}$  corner of said Section 28; thence run **N 90°00'00" W** along the East and West  $\frac{1}{4}$  Section line of said **Section** 28 for a distance of 882.47 feet **to** the POINT OF BEGINNING and to a point on a non-tangent curve concave Northerly having a radius of 1000.00 feet and a chord bearing of **S 86°35'25" W**; thence **run** Westerly along **the** arc of said curve through a **central angle** of **06°05'15"** for a distance of 106.25 feet to the point of tangency; thence run **S 89°38'02" W** for a distance of 27.81 feet; thence run **N 00°33'06" W** for a distance of 6.49 feet to said East and West  $\frac{1}{4}$  Section line; thence **run S 90°00'00" E** along said East and West  $\frac{1}{4}$  Section line for a distance of 133.88 feet **to** the POINT OF BEGINNING.

NOV-21-2002 15:00

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Exhibit "B"

**SPECIAL WARRANTY DEED AND DRAINAGE EASEMENT**

**THIS INDENTURE** made and entered into this day of \_\_\_\_\_,  
2002, by and between:

**CHARLES S. DEXTER, Individually and as Trustee, JANET A. JOHNSON, HAROLD F. ROLL and MARY VALDA HICKMAN MARTZ, Individually and as Co-Trustees** whose address is 660 Ololu Drive, Winter Park, Florida 32789, hereinafter referred to as "Grantor"; and

**SEMINOLE COUNTY, a political subdivision of the State of Florida** whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Grantee".

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

**THE GRANTOR,** for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, released, bargained and sold unto the Grantee, its heirs, successors and assigns forever, the following described real property lying and being in the County of Seminole, in the State of Florida, to wit:

Parcels 9 and 12 and portions of Parcel 10 more particularly described on Exhibit "A" attached hereto and incorporated herein, together with all tenements, hereditaments and appurtenances thereto belonging.

The property described herein is not the Homestead of any of the Grantors herein and is vacant and unimproved land.

**SUBJECT, HOWEVER,** to the following:

1. Any applicable real estate taxes for the year 2003 and all subsequent years.
2. All applicable zoning and building ordinances and regulations.
3. Utility easements, if any, now recorded in the Public Records of Seminole County, Florida.

Grantor herein specifically reserves and establishes an exclusive, perpetual and permanent easement and right of way for the purpose of storm water drainage upon and across all lands conveyed herein to Grantee, for the purpose of allowing storm water drainage to flow from the contiguous lands of Grantor. The easement and rights reserved hereunder specifically may be assigned by Grantor in a subsequent conveyance of the lands or have previously been assigned by the Grantor, for which this drainage easement has been established and reserved.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under the said Grantor.

**IN WITNESS WHEREOF,** the Grantor has caused these presents to be signed in its name by its duly authorized officer, the day and year first above written.



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents on the day and year set forth below:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared CHARLES S. DEXTER, M.D., Individually and Trustee, to me personally known or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who did (did not) take an oath and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Print Name:  
Notary Public  
My Commission Expires:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**STATS OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JANET A. JOHNSON, Individually, to me personally known or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and who did (did not) take an oath and he acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Print Name:  
Notary Public  
My Commission Expires:

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents on the day and year set forth below:

JAMES F. HICKMAN IRREVOCABLE  
TRUST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
HAROLD F. ROLL, Individually  
and as Co-Trustee

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

I **HEREBY CERTIFY** that on this day, before *me*, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared HAROLD F. ROLL Individually and as Co-Trustee of the JAMES F. HICKMAN IRREVOCABLE TRUST, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Printed Notary Signature

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents on the day and year set forth below:

**JAMES W. HICKMAN IRREVOCABLE TRUST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
MARY VALDA HICKMAN MARTZ,  
Individually and as  
Co-Trustee

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared MARY VALDA HICKMAN MARTZ, Individually and as Co-Trustee of the JAMES W. HICKMAN IRREVOCABLE TRUST, to me personally known or who produced \_\_\_\_\_ as identification and who did (did not) take an oath and she acknowledged before me that she executed the same for the purposes therein expressed.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

NOTARY SEAL

\_\_\_\_\_  
Notary Signature  
Printed Notary Signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL MCLAIN, Chairman

Date: \_\_\_\_\_

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

\_\_\_\_\_  
County Attorney  
Approved as to form and  
legal sufficiency

EXHIBIT "A"

ESTATES AT WEKIVA PARK

(PARCEL 9)

DESCRIPTION:

That **part** of the Northeast **1/4** of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

BEGIN at the Southwest corner of the Northeast **1/4** of the Northeast **1/4** of said Section 28; thence run **N 00°47'00" W** **along** the West line of **said** Northeast **1/4** of the Northeast **1/4** for a distance of 1261.03 feet to the South right-of-way line of State Road No. 46; thence run **S 88°07'39" E** along said South right-of-way line for a distance of 240.79 feet; thence run **S 05°41'39" E** for a distance of 230.28 feet; thence run **S 20°43'37" E** for a distance of 106.46 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence run Southerly **along** the arc of said **curve** through a central angle of 2752'17" for a distance of 23.74 **feet** to the point of tangency; thence run **S 06°32'40" W** for a distance of 162.78 feet; thence run **S 48°37'18" W** for a distance of 23.44 feet; thence run **S 00°41'37" E** for a distance of 26.16 **feet**; thence run **S 49°20'07" E** for a distance of 19.61 feet; thence run **S 00°41'37" E** for a distance of 56.80 feet; thence run **S 14°12'31" E** for a distance of 88.47 feet to a point on a non-tangent curve concave Easterly having a radius of 1710.00 feet and a chord bearing of **S 05°46'32" E**; thence run Southerly along the arc of said curve **through** a central angle of **01°41'49"** for a distance of 50.65 **feet** to the point of reverse curvature of a curve concave Westerly having a radius of 336.32 feet; thence run Southerly along the arc of said curve through a central angle of **03°31'57"** for a distance of 20.74 feet to a **point** of non-tangency; thence run **S 13°06'01" W** for a distance of 98.89 feet; thence run **S 20°27'39" E** for a distance of 46.72 **feet**; thence run **S 33°36'26" E** for a distance of 82.20 feet; thence run **S 43°06'43" E** for a distance of 67.73 **feet** to the point of curvature of a curve **concave** Southwesterly having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve through a central angle of **16°01'11"** for a distance of 13.98 feet to the point of tangency; thence run **S 27°05'31" E** for a distance of 133.42 **feet** to a point on a non-tangent curve concave Westerly having a radius of 424.35 feet and a chord bearing of **S 17°02'11" E**; thence run Southerly along the arc of said curve **through** a central angle of **00°55'31"** for a

distance of 6.85 feet to . the point of compound curvature of a curve concave Westerly having a radius of 227.00 feet; thence run Southerly **along** the arc of said curve through a central angle of **12°27'28"** for a distance of **49.36** feet to a point of non-tangency; thence run **S 85°53'02"** W for a distance of 22.01 feet; thence run **S 02°16'40"** W. for a distance of 65.30 feet; thence run **S 73°32'14"** E for a distance of 18.92 feet to a point on a non-tangent curve concave Westerly having a radius of 227.00 feet and a chord bearing of **S 20°35'44"** W; **thence run** Southwesterly along the arc of said curve through a central angle of **12°40'44"** for a distance of 50.23 feet to a point of non-tangency; thence run **N 73°32'14"** W for a distance of 40.42 feet; thence run **S 36°27'04"** W for a distance of 39.92 feet; thence run **S 21°43'10"** W for a distance of 91.78 feet to a point on a non-tangent curve concave Southeasterly having a radius of 260.00 feet and a chord bearing of **S 40°27'19"** W; thence run Southwesterly along the arc of said curve through a central angle of **06°52'24"** for a distance of 28.94 feet to a point of non-tangency; thence run **S 81°42'28"** W for a distance of 32.63 feet; thence run **S 53°06'08"** W for a distance of 40.38 feet; thence run **S 36°16'18"** W for a distance of 76.82 feet; thence run **S 23°24'20"** W for a distance of 81.95 feet; thence run **S 28°38'03"** W for a distance of 72.10 feet; thence run **S 72°12'24"** W for a distance of 82.01 feet; thence run **N 61°33'23"** W for a distance of 97.39 feet; thence run **N 27°15'35"** W for a distance of 123.26 feet; thence run **N 22°29'33"** W for a distance of 140.38 feet; thence run **N 17°27'37"** W for a distance of 95.17 feet; thence run **N 22°49'36"** W for a distance of 103.60 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 28; thence run **N 89°33'59"** E along said North line for a distance of 198.34 feet to the POINT OF BEGINNING.

## ESTATES AT WEKIVA PARK

(NORTH PORTION OF PARCEL 10)

### DESCRIPTION:

That part of the Northeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East  $\frac{1}{4}$  corner of said Section 28; thence run N  $90^{\circ}00'00''$  W along the **East** and West  $\frac{1}{4}$  Section line of said Section 28 for a distance of 1309.52 feet to the Southeast corner of ~~the~~ Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence run **S  $90^{\circ}00'00''$  E** along said East and West  $\frac{1}{4}$  Section line for a distance of 303.353 feet to the POINT OF BEGINNING; thence run N  $00^{\circ}11'08''$  W for a distance of 886.279 feet; thence run N  $38^{\circ}53'10''$  W for a distance of 32.80 feet; thence run N  **$51^{\circ}28'50''$  E** for a distance of 34.68 **feet**; thence run N  **$85^{\circ}40'30''$  E** for a distance of 83.06 feet; thence run S  $86^{\circ}02'08''$  E for a distance of 126.41 feet; thence run N  **$35^{\circ}46'35''$  E** for a distance of 31.39 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence run Easterly along the arc of said curve through a central angle of  **$75^{\circ}20'30''$**  for a distance of 65.75 feet to the point of tangency; thence run S  **$68^{\circ}52'55''$  E** for a distance of 74.10 feet; thence run S  **$24^{\circ}23'24''$  E** for a distance of 164.01 feet; thence run S  **$05^{\circ}36'35''$  E** for a distance of 137.85 feet; thence run S  **$19^{\circ}31'45''$  E** for a distance of 126.70 feet; thence run S  **$39^{\circ}13'12''$  W** for a distance of 14.07 feet; thence run S  $66^{\circ}11'57''$  W for a distance of 21.32 feet; thence run S  **$38^{\circ}22'28''$  W** for a distance of 97.48 feet; thence run S  **$86^{\circ}28'53''$  W** for a distance of 31.84 feet; thence run S  **$11^{\circ}16'33''$  W** for a distance of 60.67 feet; thence run S  **$59^{\circ}51'20''$  E** for a distance of 32.80 feet; thence run S  $08^{\circ}49'39''$  E for a distance of 199.23 feet; thence run S  **$42^{\circ}41'55''$  E** for a distance of 92.09 feet; thence run S  **$11^{\circ}30'25''$  E** for a distance of 89.34 feet; thence run N  **$90^{\circ}00'00''$  W** for a distance of 178.88 feet to the point of curvature of a curve concave Southerly having a radius of 1000.00 feet; thence run Westerly along the arc of said curve through a central angle of  **$08^{\circ}35'41''$**  for a distance of 150.01 feet to the point of reverse curvature of a curve concave- Northerly having a radius of 1000.00 feet; thence run Westerly along the arc of said curve through a central angle of  **$02^{\circ}08'28''$**  for a distance of 37.37 feet to a point of non-tangency and to said East and West  $\frac{1}{4}$

Section line; thence run N 90°00'00" W along said East and West 1/4 Section line for a distance of 123.70 feet to the POINT OF BEGINNING.



## ESTATES AT WEKIVA PARK

(PARCEL 12)

### DESCRIPTION:

That part of the Northeast  $\frac{1}{4}$  of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East  $\frac{1}{4}$  corner of said Section 28; thence run N  $90^{\circ}00'00''$  W along the East and West  $\frac{1}{4}$  Section line for a distance of 1309.52 feet to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 28; thence run S  $90^{\circ}00'00''$  E along said East and West  $\frac{1}{4}$  Section line for a distance of 303.353 feet; thence run N  $00^{\circ}11'08''$  W for a distance of 886.279 feet; thence run S  $67^{\circ}53'16''$  W for a distance of 143.097 feet; thence run S  $75^{\circ}33'16''$  W for a distance of 730.89 feet; thence run S  $12^{\circ}18'44''$  E for a distance of 54.35 feet; thence run S  $77^{\circ}41'16''$  W for a distance of 440.09 feet to the POINT OF BEGINNING; thence run N  $03^{\circ}13'43''$  E for a distance of 25.31 feet; thence run N  $11^{\circ}58'43''$  W for a distance of 30.35 feet; thence run N  $51^{\circ}34'59''$  E for a distance of 42.24 feet; thence run N  $08^{\circ}29'33''$  E for a distance of 88.93 feet; thence run N  $20^{\circ}14'21''$  W for a distance of 84.35 feet; thence run N  $18^{\circ}53'44''$  W for a distance of 93.22 feet; thence run N  $26^{\circ}45'57''$  W for a distance of 66.57 feet; thence run N  $31^{\circ}56'38''$  W for a distance of 76.89 feet; thence run N  $25^{\circ}33'35''$  W for a distance of 57.51 feet to a point on a line that is 50.00 feet South of and parallel with the South line of lands described in Official Records Book 3877, Page 13 15, of the Public Records of Seminole County, Florida; thence run S  $86^{\circ}01'46''$  W along said parallel line for a distance of 90 feet more or less to the Wekiva River; thence run Southerly along said Wekiva River for a distance of 550 feet more or less to a point S  $77^{\circ}41'16''$  W from the POINT OF BEGINNING; thence run N  $77^{\circ}41'16''$  E for a distance of 44 feet more or less to the POINT OF BEGINNING.

**RESOLUTION CONVEYING LAND**  
**FROM THE ESTATES AT WEKIVA PARK PUD**  
**TO SEMINOLE COUNTY**

**THIS RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY,  
FLORIDA, ON THE 10TH DAY OF DECEMBER 2002.**

**WHEREAS**, on October 23, 2001, the Board of County Commissioners of Seminole County, Florida, at a regular meeting, approved the Estates at Wekiva Park PUD Final Master Plan, Developers Commitment Agreement, Commitments, Classification and District Description; and

**WHEREAS**, Subsection A(1) of Section X, Facility Commitments, of The Estates at Wekiva Park PUD, Developers Commitment Agreement, Commitments, Classification and District Description, requires that to implement developer's voluntary plan to preserve wetlands, flood prone areas and associated uplands, developer shall deed, dedicate, or cause to be deeded or dedicated, all uplands, wetlands and flood prone areas designated as Tract 7, 8, 9, 10, 11, and 12 (the "subject properties") of the PUD Final Master Plan to the St. Johns River Water Management District, Seminole County, or other appropriate governmental agency acceptable to Seminole County, conditioned upon approval of all local, state and federal agencies having jurisdiction; and

**WHEREAS**, on May 29, 2002, the owners (the "Grantor") of the subject properties deeded via Special Warranty Deeds, the subject properties to Seminole County (the "Grantee") in fee simple forever; and

**WHEREAS**, Grantor herein specifically reserves and establishes an easement for the purpose of stormwater drainage onto the lands conveyed herein to Grantee, for the purpose of allowing stormwater drainage to flow from the contiguous lands of Grantor as reflected in the attached "Special Warranty Deed and Drainage Easement" documents. The easement and rights reserved hereunder specifically may be assigned by Grantor in a subsequent conveyance of the lands for which this drainage easement has been established and reserved; and

**WHEREAS**, the names of the Grantor and lengthy legal descriptions describing the subject properties are set forth in the attached "Special Warranty Deed and Drainage Easement" documents labeled Exhibit "A" and Exhibit "B"; and

**---NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Seminole County, Florida hereby accepts those Special Warranty Deed and Drainage Easement documents, executed \_\_\_\_\_, 2002, conveying to Seminole County the subject properties in fee simple forever.

**BE IT FURTHER RESOLVED** that all ad valorem taxes either current or delinquent, that are owed upon and liens upon the subject properties resulting from said taxes and relating to the subject properties are hereby cancelled and discharged.

**BE IT FURTHER RESOLVED** that said Special Warranty Deed and Drainage Easement documents be recorded in the Official Records of Seminole County, Florida.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be provided by the Clerk to the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County.

**ADOPTED THIS 10TH DAY OF DECEMBER 2002.**

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
DARYL G. MCLAIN, CHARIMAN

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County Commissioners  
in and for Seminole County, Florida.

\_\_\_\_\_  
Approved for legal sufficiency by:  
Karen Zagrodny Consalo  
Assistant County Attorney

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COMMITMENT  
FOR  
TITLE INSURANCE

COMMITMENT NO.

CM-1-0714-246

ISSUED BY

**AMERICAN PIONEER  
TITLE INSURANCE COMPANY**

AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

The Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS *WHEREOF*, AMERICAN PIONEER TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued by:

AMERICAN PIONEER TITLE INSURANCE COMPANY

Baldwin & Morrison, P.A.  
7100 S. Highway 17-92  
Fern Park, FL 32730



By:

*Ray W. Lassiter*  
President

Attest:

*George P. Daniels*  
Secretary

GENERAL ENDORSEMENT

EN-1 -239472

Attached to and forming a part of

CM-1-0714 No. 246

Issued by

**AMERICAN PIONEER  
TITLE INSURANCE COMPANY**

This endorsement is made to show the effective date and time on  
Schedule A to be September 26, 2002 @ 5:00 p.m.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

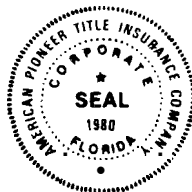
AMERICAN PIONEER TITLE  
INSURANCE COMPANY

Dated this 12th day of November, 19xx2002

Issued By: BALDWIN & MORRISON, P.A.  
7100 S. Highway 17-92  
Fern Park, Florida 32730

By: Ray W. Lucetta  
President

Attest: George P. Danile  
Secretary



Note: This endorsement shall not be  
valid or binding until countersigned by  
an authorized signatory.

William H. Morrison  
Authorized Signatory

WILLIAM H. MORRISON, ESQUIRE

**C O M M I T M E N T**

Plant #  
(\*00 )

**SCHEDULE A**

Agent/Branch #  
(0714\*399-120)

Commitment Number  
**CM-1-0714-246**

Effective Date & Time

Loan Amount

Reinsurance Number  
**04175**

Owner's Amount  
**\$Appraised Value**

Other Amount

1. Policy or Policies to be issued:  
ALTA LOAN - 1990 (4-6-90) or 1992 (10-17-92) Florida Modified  
Proposed Insured:

ALTA OWNER'S - 1990 (4-6-90) or 1992 (10-17-92) Florida Modified  
Proposed Insured:

**SEMINOLE COUNTY, a political subdivision of the State of Florida**

Other Proposed Insured:

2. The estate or interest in the land described or referred to in the Commitment and covered herein is

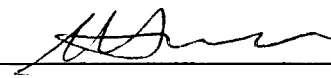
**FEE SIMPLE**

and is at the effective date hereof vested in:

**WEKIVA LIMITED, a Florida Limited Partnership**

3. The land is described as follows:

**Parcels 7, 8 and 11 and portions of Parcel 10 more particularly described on Exhibit "A" attached hereto and incorporated herein.**

  
Countersigned Authorized Signatory

Issued by: 0714  
**BALDWIN & MORRISON**  
**7100 S. U.S. Hwy. 17-92**  
**Fern Park, FL 32730**

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

<b>C O M M I T M E N T</b>
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Plant #  
(\*00-240)

**SCHEDULE B - SECTION 1**

Agent/Branch #  
(0714\*399-120)

commitment Number: CM-1-0714-246

The following are the requirements to be complied with:

- 1) Instruments creating the estate or interest to be insured must be approved, executed, delivered and filed for record to wit:
  - a. Special Warranty Deed from WEKIVA LIMITED, a Florida Limited Partnership to SEMINOLE COUNTY.
- 2) Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 3) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4) Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5) Exceptions three and four of Schedule B - Section 2 of this commitment may be amended in, or deleted from the policy to be issued is a survey, satisfactory to the company, is furnished to the company.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2  
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages  
incorporated by reference in the insert pages.

# C O M M I T M E N T

Plant #  
(\*00- )

SCHEDULE B - SECTION 2

Agent/Branch #  
(0714\*399-120)

Commitment Number: CM-1-0714-246

## Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- 1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2) Rights or claims of parties in possession not shown by the public records.
- 3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4) Easements, or claims of easements, not shown by the public records.
- 5) Taxes or special assessments which are not shown as existing liens by the public records.
- 6) Taxes and assessments for the year 2003 and subsequent years.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.



## ESTATES AT WEKIVA PARK

(PARCELS 7, 8 AND 11)

## DESCRIPTION:

That part of the Southeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line of said Section 28 for a distance of 241.64 feet to a point on a non-tangent curve concave Northeasterly having a radius of 875.00 feet and a chord bearing of S 13°57'15"E; thence run Southeasterly along the arc of said curve through a central angle of 03°30'59" for a distance of 53.70 feet to the point of cusp of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of N52°51'22"W; thence run Northwesterly along the arc of said curve through a central angle of 74°17'15" for a distance of 32.41 feet to the point of tangency; thence run N90°00'00"W for a distance of 220.83 feet to the --- POINT OF BEGINNING; thence run S 37°22'02" E for a distance of 37.80 feet; thence run S 18°39'35" E for a distance of 45.36 feet; thence run S 36°38'50" E for a distance of 59.40 feet; thence run S 13°15'32" E for a distance of 65.84 feet; thence run S 20°00'13" E for a distance of 89.83 feet; thence run S 37°09'12" E for a distance of 79.50 feet; thence run S 61°44'51" E for a distance of 70.62 feet to the point of curvature of a curve concave Southwesterly having a radius of 35.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 70°20'32" for a distance of 42.97 feet to the point of tangency; thence run S 08°35'40" W for a distance of 50.46 feet; thence run S 15°17'55" E for a distance of 71.08 feet; thence run S 52°27'35" E for a distance of 70.11 feet; thence run S 50°25'11" E for a distance of 37.22 feet; thence run S 09°22'03" E for a distance of 142.53 feet; thence run S 13°17'04" W for a distance of 33.49 feet; thence run S 03°19'45" W for a distance of 72.68 feet; thence run S 08°11'45" W for a distance of 75.26 feet; thence run S 25°50'53" W for a distance of 52.76 feet; thence run S 72°23'13" W for a distance of 40.65 feet; thence run S 34°20'33" W for a distance of 41.09 feet; thence run S 09°13'52" E for a distance of 30.04 feet; thence run S 30°08'13" W for a distance of 125.10 feet; thence run S 51°39'43" W for a distance of 131.62 feet; thence run S 24°14'56" W for a distance of 81.43 feet; thence run S 02°52'09" E for a distance of 158.83 feet; thence run S 48°07'00" W for a distance of 47.99 feet; thence run S 09°00'59" W for a distance of 71.25 feet; thence run S 31°37'10" W for a distance of 81.29 feet; thence run S 21°25'37" W for a distance of 50.05 feet; thence run S 48°14'05" E for a distance of 70.77 feet; thence run S 21°16'07" E for a distance of 84.79 feet; thence run S 08°00'10" E for

a distance of 84.64 feet; thence run S 02°40'02" E for a distance of 89.21 feet; thence run S 41°34'24" E for a distance of 80.63 feet; thence run S 08°55'46" E for a distance of 92.34 feet; thence run S 39°59'34" W for a distance of 35.68 feet; thence run S 06°58'48" E for a distance of 47.82 feet; thence run S 47°00'41" E for a distance of 46.72 feet; thence run S 10°43'34" E for a distance of 58.32 feet; thence run S 17°08'39" E for a distance of 53.51 feet; thence run S 25°48'06" E for a distance of 73.84 feet; thence run S 11°19'14" W for a distance of 63.92 feet; thence run S 04°41'51" E for a distance of 35.89 feet; thence run S 40°02'25" W for a distance of 22.54 feet; thence run S 03°06'22" W for a distance of 33.83 feet; thence run S 37°26'36" E for a distance of 74.87 feet to the South line of the South 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°19'53" W along said South line for a distance of 1044 feet more or less to the Wekiva River; thence run Northerly along said Wekiva River for a distance of 1425 feet more or less to the North line of the West 7/8 of the North 1/2 of the South 1/2 of the Southeast 1/4 of said Section 28; thence run N 89°39'35" E along said North line for a distance of 1075 feet more or less to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run N 00°33'59" W along the West line of said East 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 662.81 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28; thence run S 89°49'49" W along the South line of said Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 28 for a distance of 173.37 feet; thence run N 05°40'15" W for a distance of 81.31 feet; thence run N 01°52'42" W for a distance of 69.86 feet; thence run N 23°03'05" W for a distance of 52.92 feet; thence run N 32°21'33" W for a distance of 85.65 feet; thence run N 16°49'03" W for a distance of 44.90 feet; thence run S 88°04'07" W for a distance of 50.60 feet; thence run N 67°31'30" W for a distance of 138.32 feet; thence run N 02°40'48" W for a distance of 120.99 feet; thence run N 12°19'32" W for a distance of 105.55 feet; thence run N 09°25'03" E for a distance of 16.48 feet; thence run N 89°38'02" E for a distance of 127.19 feet to the point of curvature of a curve concave Northerly having a radius of 1050.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°13'43" for a distance of 150.80 feet to the point of reverse curvature of a curve concave Southerly having a radius of 950.00 feet; thence run Easterly along the arc of said curve through a central angle of 08°35'41" for a distance of 142.51 feet to the point of tangency; thence run S 90°00'00" E for a distance of 222.38 feet to the POINT OF BEGINNING.

## ESTATES AT WEKIVA PARK

(SOUTH PORTION OF PARCEL 10)

### DESCRIPTION:

That part of the Southeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line of said Section 28 for a distance of 882.47 feet to the POINT OF BEGINNING and to a point on a non-tangent curve concave Northerly having a radius of 1000.00 feet and a chord bearing of S 86°35'25" W; thence run Westerly along the arc of said curve through a central angle of 06°05' 15" for a distance of 106.25 feet to the point of tangency; thence run S 89°38'02" W for a distance of 27.81 feet; thence run N 00°33'06" W for a distance of 6.49 feet to said East and West 1/4 Section line; thence run S 90°00'00" E along said East and West 1/4 Section line for a distance of 133.88 feet to the POINT OF BEGINNING.

COMMITMENT  
FOR  
TITLE INSURANCE

COMMITMENT NO.

(CM-1-0714-245)

ISSUED BY

**AMERICAN PIONEER  
TITLE INSURANCE COMPANY**

AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

The Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF: **AMERICAN PIONEER TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued by:

AMERICAN PIONEER TITLE INSURANCE COMPANY

Baldwin & Morrison, P.A.  
7100 S. Highway 17-92  
Fern Park, FL 32730



By:

*Ray W. Lucerto*  
President

Attest:

*George P. Danile*  
Secretary

GENERAL ENDORSEMENT

EN-1 - 239471

Attached to and forming a part of

CM-1-0174 No. 245

Issued by

**AMERICAN PIONEER  
TITLE INSURANCE COMPANY**

This endorsement is made to show the effective -date and time on  
Schedule A to be September 26, 2002 @ 5:00 p.m.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

AMERICAN PIONEER TITLE  
INSURANCE COMPANY

Dated this 12th day of November, ~~xx~~ 2002

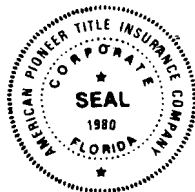
Issued By: BALDWIN & MORRISON, P.A.  
7100 S. Highway 17-92  
Fern Park, FL 32730

By:

*Ray W. Lucetta*  
President

Attest:

*George P. Danile*  
Secretary



Note: This endorsement shall not be  
valid or binding until countersigned by  
an authorized signatory.

*[Signature]*  
Authorized Signatory  
WILLIAM H. MORRISON, ESQUIRE

**C O M M I T M E N T**

Plant #  
(\*00 )

**SCHEDULE A**

Agent/Branch #  
(0714\*399-120)

Commitment Number  
**CM-1-0714-245**

Effective Date & Time

Loan Amount

Reinsurance Number  
04175

Owner's Amount  
**\$Appraised Value**

Other Amount

1. Policy or Policies to be issued:  
ALTA LOAN - 1990 (4-6-90) or 1992 (10-17-92) Florida Modified  
Proposed Insured:

ALTA OWNER'S - 1990 (4-6-90) or 1992 (10-17-92) Florida Modified  
Proposed Insured:

**SEMINOLE COUNTY, a political subdivision of the State of Florida**

Other Proposed Insured:

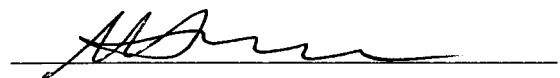
2. The estate or interest in the land described or referred to in the Commitment and covered herein is  
**FEE SIMPLE**

and is at the effective date hereof vested in:

**CHARLES S. DEXTER, Individually, and as Trustee, JANET A. JOHNSON,  
HAROLD F. ROLL and MARY VALDA HICKMAN MARTZ, Individually and as Co-  
Trustees**

3. The land is described as follows:

Parcels 9 and 12 and portions of Parcel 10 more particularly described on  
Exhibit "A" attached hereto and incorporated herein.

  
Countersigned Authorized Signatory

Issued by: 0714  
**BALDWIN & MORRISON**  
**7100 S. U.S. Hwy. 17-92**  
**Fern Park, FL 32730**

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2  
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages  
incorporated by reference in the insert pages.

**C O M M I T M E N T**Plant #  
(\*00-240)**SCHEDULE B - SECTION 1**Agent/Branch #  
(0714\*399-120)Commitment Number: **CM-1-0714-245**

The following are the requirements to be complied with:

- 1) Instruments creating the estate or interest to be insured must be approved, executed, delivered and filed for record to wit:  
**a. Special Warranty Deed from CHARLES S. DEXTER, et al. to SEMINOLE COUNTY.**
- 2) payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 3) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4) Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5) Exceptions three and four of Schedule B - Section 2 of this commitment may be amended in, or deleted from the policy to be issued is a survey, satisfactory to the company. is furnished to the company.

Note: This Commitment consists of insert pages labeled to Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

<b>C O M M I T M E N T</b>
----------------------------

**Plant #**  
**(\*00-240)**

**SCHEDULE B - SECTION 1**

**Agent/Branch #**  
**(0714\*399-120)**

**commitment** Number: **Cm-1-0714-245**

The following are the requirements to be complied with:

- 1) Instruments creating the estate or interest to be insured must be approved, executed, delivered and filed for record to wit:
  - a. **Special Warranty Deed from CHARLES S. DEXTER, et al. to SEMINOLE COUNTY.**
- 2) Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 3) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4) Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5) Exceptions three and four of Schedule B - Section 2 of this commitment may be amended in, or deleted from the policy to be issued is a survey, satisfactory to the company, is furnished to the company.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2  
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages  
incorporated by reference in the insert pages.



<b>C O M M I T M E N T</b>
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**Plant #**  
**(\*00-        )**

**SCHEDULE B - SECTION 2**

**Agent/Branch #**  
**(0714\*399-120)**

**commitment Number: CM-1-0714-245**

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- 1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2) Rights or claims of parties in possession not shown by the public records.
- 3) Encroachments, Overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4) Easements, or claims of easements, not shown by the public records.
- 5) Taxes or special assessments which are not shown as existing liens by the public records.
- 6) Taxes and assessments for the year **2003** and subsequent years.

-Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2  
This Commitment is of no force and effect unless all schedules are included, along with any Rider pages  
incorporated by reference in the insert pages.

ESTATES AT WEKIVA PARK

(PARCEL 9)

DESCRIPTION:

That part of the Northeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

BEGIN at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 28; thence run N 00°47'00" W along the West line of said Northeast 1/4 of the Northeast 1/4 for a distance of 1261.03 feet to the South right-of-way line of State Road No. 46; thence run S 88°07'39" E along said South right-of-way line for a distance of 240.79 feet; thence run S 05°41'39" E for a distance of 230.28 feet; thence run S 20°43'37" E for a distance of 106.46 feet to the point of curvature of a curve concave Westerly having a radius of 50.00 feet; thence run Southerly along the arc of said curve through a central angle of 27°12'17" for a distance of 23.74 feet to the point of tangency; thence run S 06°28'40" W for a distance of 162.78 feet; thence run S 48°37'18" W for a distance of 23.44 feet; thence run S 00°41'37" E for a distance of 26.16 feet; thence run S 49°20'07" E for a distance of 19.61 feet; thence run S 00°41'37" E for a distance of 56.80 feet; thence run S 14°12'31" E for a distance of 88.47 feet to a point on a non-tangent curve concave Easterly having a radius of 1710.00 feet and a chord bearing of S 05°46'32" E; thence run Southerly along the arc of said curve through a central angle of 01°41'49" for a distance of 50.65 feet to the point of reverse curvature of a curve concave Westerly having a radius of 336.32 feet; thence run Southerly along the arc of said curve through a central angle of 03°31'57" for a distance of 20.74 feet to a point of non-tangency; thence run S 13°06'01" W for a distance of 98.89 feet; thence run S 20°27'39" E for a distance of 46.72 feet; thence run S 33°36'26" E for a distance of 82.20 feet; thence run S 43°06'43" E for a distance of 67.73 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 16°01'11" for a distance of 13.98 feet to the point of tangency; thence run S 27°05'31" E for a distance of 133.42 feet to a point on a non-tangent curve concave Westerly having a radius of 424.35 feet and a chord bearing of S 17°02'11" E; thence run Southerly along the arc of said curve through a central angle of 00°55'31" for a



distance of 6.85 feet to the point of compound curvature of a curve concave Westerly having a radius of 227.00 feet; thence run Southerly along the arc of said curve through a central angle of  $12^{\circ}27'28''$  for a distance of 49.36 feet to a point of non-tangency; thence run S  $85^{\circ}53'02''$  W for a distance of 22.01 feet; thence run S  $02^{\circ}16'40''$  W for a distance of 65.30 feet; thence run S  $73^{\circ}32'14''$  E for a distance of 18.92 feet to a point on a non-tangent curve concave Westerly having a radius of 227.00 feet and a chord bearing of S  $20^{\circ}35'44''$  W; thence run Southwesterly along the arc of said curve through a central angle of  $12^{\circ}40'44''$  for a distance of 50.23 feet to a point of non-tangency; thence run N  $73^{\circ}32'14''$  W for a distance of 40.42 feet; thence run S  $36^{\circ}27'04''$  W for a distance of 39.92 feet; thence run S  $21^{\circ}43'10''$  W for a distance of 91.78 feet to a point on a non-tangent curve concave Southeasterly having a radius of 260.00 feet and a chord bearing of S  $40^{\circ}27'19''$  W; thence run Southwesterly along the arc of said curve through a central angle of  $06^{\circ}22'43''$  for a distance of 28.94 feet to a point of non-tangency; thence run S  $81^{\circ}42'28''$  W for a distance of 32.63 feet; thence run S  $53^{\circ}06'08''$  W for a distance of 40.38 feet; thence run S  $36^{\circ}16'18''$  W for a distance of 76.82 feet; thence run S  $23^{\circ}24'20''$  W for a distance of 81.95 feet; thence run S  $28^{\circ}38'03''$  W for a distance of 72.10 feet; thence run S  $72^{\circ}12'24''$  W for a distance of 82.01 feet; thence run N  $61^{\circ}33'23''$  W for a distance of 97.39 feet; thence run N  $27^{\circ}15'35''$  W for a distance of 123.26 feet; thence run N  $22^{\circ}29'33''$  W for a distance of 140.38 feet; thence run N  $17^{\circ}27'37''$  W for a distance of 95.17 feet; thence run N  $22^{\circ}49'36''$  W for a distance of 103.60 feet to the North line of the South 1/2 of the Northeast 1/4 of said Section 28; thence run N  $89^{\circ}33'59''$  E along said North line for a distance of 198.34 feet to the POINT OF BEGINNING.

## ESTATES AT WEKIVA PARK

(NORTH PORTION OF PARCEL 10)

### DESCRIPTION:

That part of the Northeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line of said Section 28 for a distance of 1309.52 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence run S 90°00'00" E along said East and West 1/4 Section line for a distance of 303.353 feet to the POINT OF BEGINNING; thence run N 00°11'08" W for a distance of 886.279 feet; thence run N 38°31'10" W for a distance of 32.80 feet; thence run N 51°28'50" E for a distance of 34.68 feet; thence run N 85°40'30" E for a distance of 83.06 feet; thence run S 86°24'08" E for a distance of 126.41 feet; thence run N 35°46'35" E for a distance of 31.39 feet to the point of curvature of a curve concave Southerly having a radius of 50.00 feet; thence run Easterly along the arc of said curve through a central angle of 75°20'30" for a distance of 65.75 feet to the point of tangency; thence run S 68°52'55" E for a distance of 74.10 feet; thence run S 24°23'24" E for a distance of 164.01 feet; thence run S 05°36'35" E for a distance of 137.85 feet; thence run S 19°31'45" E for a distance of 126.70 feet; thence run S 39°13'12" W for a distance of 14.07 feet; thence run S 66°11'57" W for a distance of 21.32 feet; thence run S 38°22'28" W for a distance of 97.48 feet; thence run S 86°28'53" W for a distance of 31.84 feet; thence run S 11°16'33" W for a distance of 60.67 feet; thence run S 59°51'20" E for a distance of 32.80 feet; thence run S 08°49'39" E for a distance of 199.23 feet; thence run S 42°41'55" E for a distance of 92.09 feet; thence run S 11°30'25" E for a distance of 89.34 feet; thence run N 90°00'00" W for a distance of 178.88 feet to the point of curvature of, a curve concave Southerly having a radius of 1000.00 feet; thence run Westerly along the arc of said curve through a central angle of 08°35'41" for a distance of 150.01 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1000.00 feet; thence run Westerly along the arc of said curve through a central angle of 02°08'28" for a distance of 37.37 feet to a point of non-tangency and to said East and West 1/4

Section line; thence run N 90°00'00" W along said East and West 1/4 Section line for a distance of 123.70 feet to the POINT OF BEGINNING.

## ESTATES AT WEKIVA PARK

(PARCEL 12)

### DESCRIPTION:

That part of the Northeast 1/4 of Section 28, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run N 90°00'00" W along the East and West 1/4 Section line for a distance of 1309.52 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence run S 90°00'00" E along said East and West 1/4 Section line for a distance of 303.353 feet; thence run N 00°11'08" W for a distance of 886.279 feet; thence run S 67°53'16" W for a distance of 143.097 feet; thence run S 75°33'16" W for a distance of 730.89 feet; thence run S 12°18'44" E for a distance of 54.35 feet; thence run S 77°41'16" W for a distance of 440.09 feet to the POINT OF BEGINNING; thence run N 03°13'43" E for a distance of 25.31 feet; thence run N 11°58'43" W for a distance of 30.35 feet; thence run N 51°34'59" E for a distance of 42.24 feet; thence run N 08°29'33" E for a distance of 88.93 feet; thence run N 20°14'21" W for a distance of 84.35 feet; thence run N 18°53'44" W for a distance of 93.22 feet; thence run N 26°45'57" W for a distance of 66.57 feet; thence run N 31°56'38" W for a distance of 76.89 feet; thence run N 25°33'35" W for a distance of 57.51 feet to a point on a line that is 50.00 feet South of and parallel with the South line of lands described in Official Records Book 3877, Page 13 15, of the Public Records of Seminole County, Florida; thence run S 86°01'46" W along said parallel line for a distance of 90 feet more or less to the Wekiva River; thence run Southerly along said Wekiva River for a distance of 550 feet more or less to a point S 77°41'16" W from the POINT OF BEGINNING; thence run N 77°41'16" E for a distance of 44 feet more or less to the POINT OF BEGINNING.

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