

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Jurisdictional Transfer of County Roadways to the City of Winter Springs

\*\*\*\*\* Orange Avenue \*\*\*\*\*

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** JR Ball, P.E. **EXT.** 5669  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

<b>Agenda Date</b> <u>12/14/04</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION / RECOMMENDATION:**

Approve and authorize the Chairman to execute an Agreement with the City of Winter Springs for the Jurisdictional Transfer of a County Roadway (Orange Avenue) along with a County Deed for the conveyance of the adjacent Drainage Easement (Outfall Canal to Lake Jessup).

District 2 - Commissioner Morris (JR Ball", P.E.)

**BACKGROUND:**

The City of Winter Springs has petitioned the County for jurisdictional transfer of a local County roadway and an adjacent outfall canal located within the City's incorporated area. (This item is on the agenda for action at the City's Commission meeting December 13<sup>th</sup>, 1004. The executed documents will be submitted for signature by the BCC Chairman as soon as received.) Specifically, and as shown on Exhibit "A" of the agreement, the County roadway and drainage easements are:

❖ **Orange Avenue**

Tuskawilla Road, west to its terminus, approximately 4,000 ± LF

❖ **Drainage Easements**

As described in Official Record Book 1323, Pages 1682 & 1683 and Official Record Book 3547, Pages 0631 thru 0642.

Attachments: Location Map  
Agreement  
County Deed

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWE03</u>

Lake Jesup

End Transfer

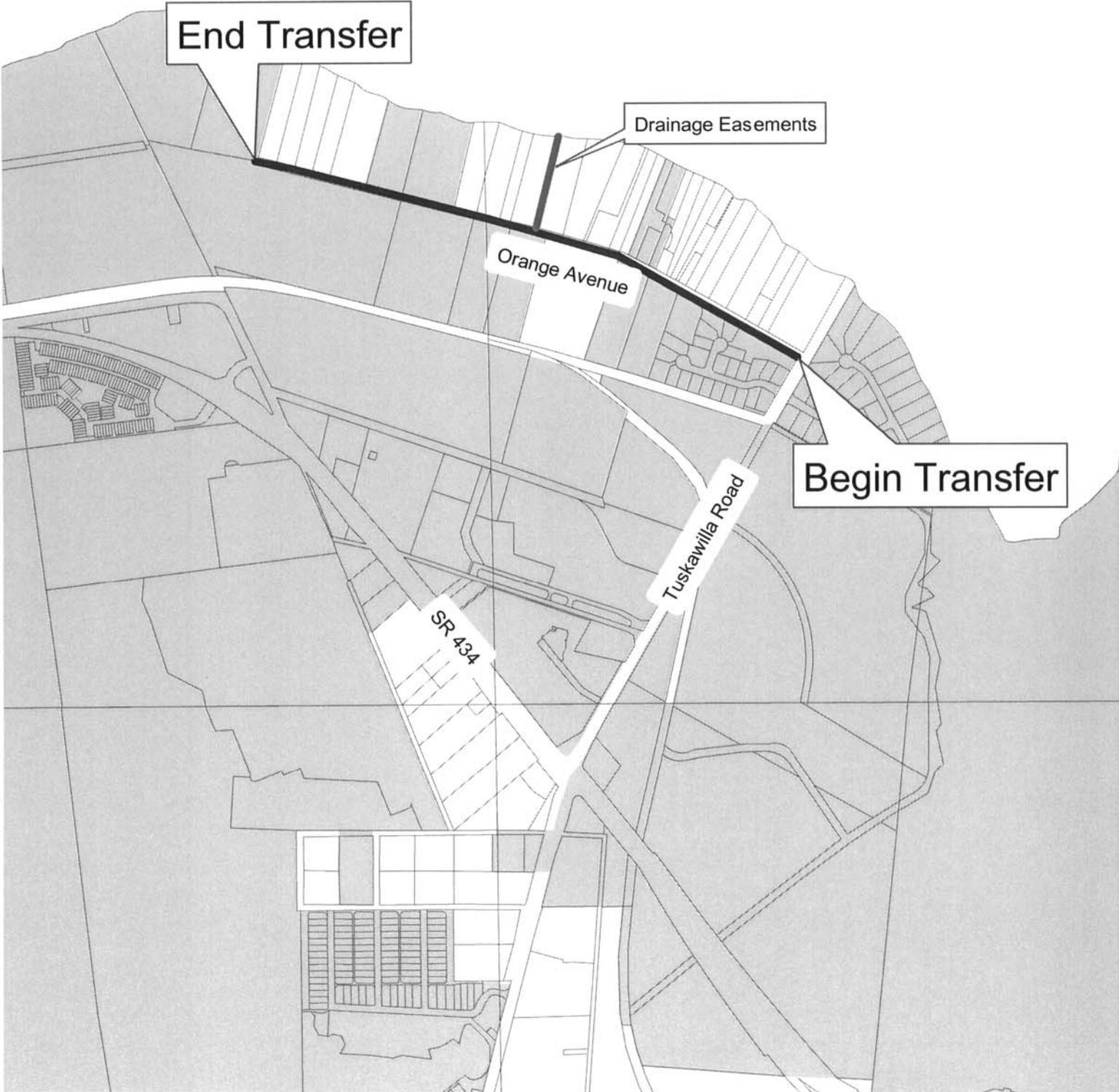
Drainage Easements

Orange Avenue

Begin Transfer

Tuskawilla Road

SR 434



**SEMINOLE COUNTY AND CITY OF WINTER SPRINGS**  
**INTERLOCAL AGREEMENT RELATING TO ORANGE AVENUE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_\_, 2004 and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the City of Winter Springs, a Florida municipal corporation, whose address is 1126 State Road 434, Winter Springs, Florida 32708, hereinafter referred to as the "CITY".

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CITY desire to cooperate, as in the past, to coordinate providing of quality transportation facilities in order to enhance the quality of life of the residents of Seminole County and Winter Springs, Florida; and

**WHEREAS**, jurisdictional transfers of public roads are governed by the provisions of *Section 335.0415, Florida Statutes*, and

**WHEREAS**, the subject of this Interlocal Agreement is ORANGE AVENUE, an existing urban minor roadway in the County Road System, which runs from Tuskawilla Road to its legal terminus, approximately 4000 linear feet west. A depiction of the location is attached hereto as Exhibit "A"; and

**WHEREAS**, also included in this agreement is the COUNTY's drainage easement over the canal that runs from Orange Avenue to Lake Jessup; the location for which is also depicted on Exhibit "A" attached hereto;

**WHEREAS**, ORANGE AVENUE is presently improved with culverts, drains, ditches, water storage areas, embankments, slopes, a paved roadway and other physical structures necessary to and in support of the maintenance of travel on ORANGE AVENUE; and

**WHEREAS**, the purpose of this Interlocal Agreement is to transfer from COUNTY to CITY all responsibilities over and jurisdiction of and for ORANGE AVENUE, including, but not limited to, full operation and maintenance in accordance with *Sections 337.29 and 335.0415, Florida Statutes (1997)*; and

**WHEREAS**, the CITY and the COUNTY shall implement the transfer of jurisdiction of ORANGE AVENUE by execution of the Interlocal Transfer attached hereto as Exhibit "B", and

**WHEREAS**, this Interlocal Agreement provides a public benefit, further, a public purpose, serves the public interest and is consistent with the provisions of the *Chapters 125, 163 and 166, Florida Statutes, the Florida Transportation Code, the Seminole County Home Rule Charter*; the comprehensive plans of both of the parties, and other applicable law; and

**WHEREAS**, the County shall transfer all interest it acquired in the drainage ditch to the City by execution of the County deed, attached hereto as exhibit "C".

**NOW, THEREFORE**, in consideration of the recitals, mutual covenants, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and from a material part of this Interlocal Agreement upon which the parties have relied.

**Section 2. Assignment/Acceptance of ORANGE AVENUE.** By means of recording the document attached hereto as Exhibit "B" in the Official Land Records of the COUNTY, the COUNTY shall convey responsibility for and authority over ORANGE AVENUE, as defined herein, to the CITY.

**Section 3. Binding Effect.** This Interlocal Agreement shall be binding upon and inure to the benefit of the parties hereto.

**Section 4. Assignment.** This Interlocal Agreement shall not be assigned by either party without the prior written approval of the other.

**Section 5. Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Interlocal Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes and with records retention accomplished in accordance with State law.

**Section 6. Records and Audits.** The CITY and the COUNTY shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed in accordance with this Interlocal Agreement. Such records shall be available to the CITY's and the COUNTY's place of business at all reasonable times during the term of this Interlocal Agreement and for so long as such records are maintained.

**Section 7. Notices.**

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

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

For the CITY: **City Manager**  
City of Winter Springs  
1126 State Road 434  
Winter Springs, Florida 32708

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

**Section 8. Responsibility of the designated ORANGE AVENUE and**

(a) The CITY hereby agrees that, for all intents and purposes, ORANGE AVENUE, as defined herein, shall be a part of the CITY road system and that any and all damages, expenses, losses, claims, injuries, responsibilities, and liabilities arising or resulting from or in connection with ORANGE AVENUE, as defined herein, shall be the responsibility of the CITY.

(b) The CITY further acknowledges that the CITY shall bear any and all costs in any way relating to claims, disputes and litigation arising or resulting from ORANGE AVENUE and the associated Drainage Canal, as they are defined herein, and any and all related matters. CITY employees shall not be deemed COUNTY employees for any reason or purpose, and CITY contractors shall not be deemed COUNTY contractors for any reason or purpose.

**Section 9. Conflict Of Interest.** The COUNTY and the CITY agree that each will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Interlocal Agreement with the other party or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

**Section 10. Term.** This Interlocal Agreement shall become effective upon execution by the COUNTY and the CITY, and operate perpetually unless terminated by the mutual written agreement of the parties.

**Section 11. Construction of Agreement.** This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of

the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the COUNTY and the CITY, have contributed substantially and materially to the preparation hereof.

**Section 12. Counterparts.** This Interlocal 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 13. Headings.** All sections and descriptive headings in this Interlocal Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

**Section 14. Time.** Time is of the essence with respect to this Interlocal Agreement.

**Section 15. Entire Agreement.** This Interlocal Agreement and its Exhibits ("A", "B" and C) constitute 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.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Interlocal Agreement for the purposes herein stated on the date first above written.

ATTEST:

**CITY OF WINTER SPRINGS**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney



Lake Jesup

End Transfer

Drainage Easements

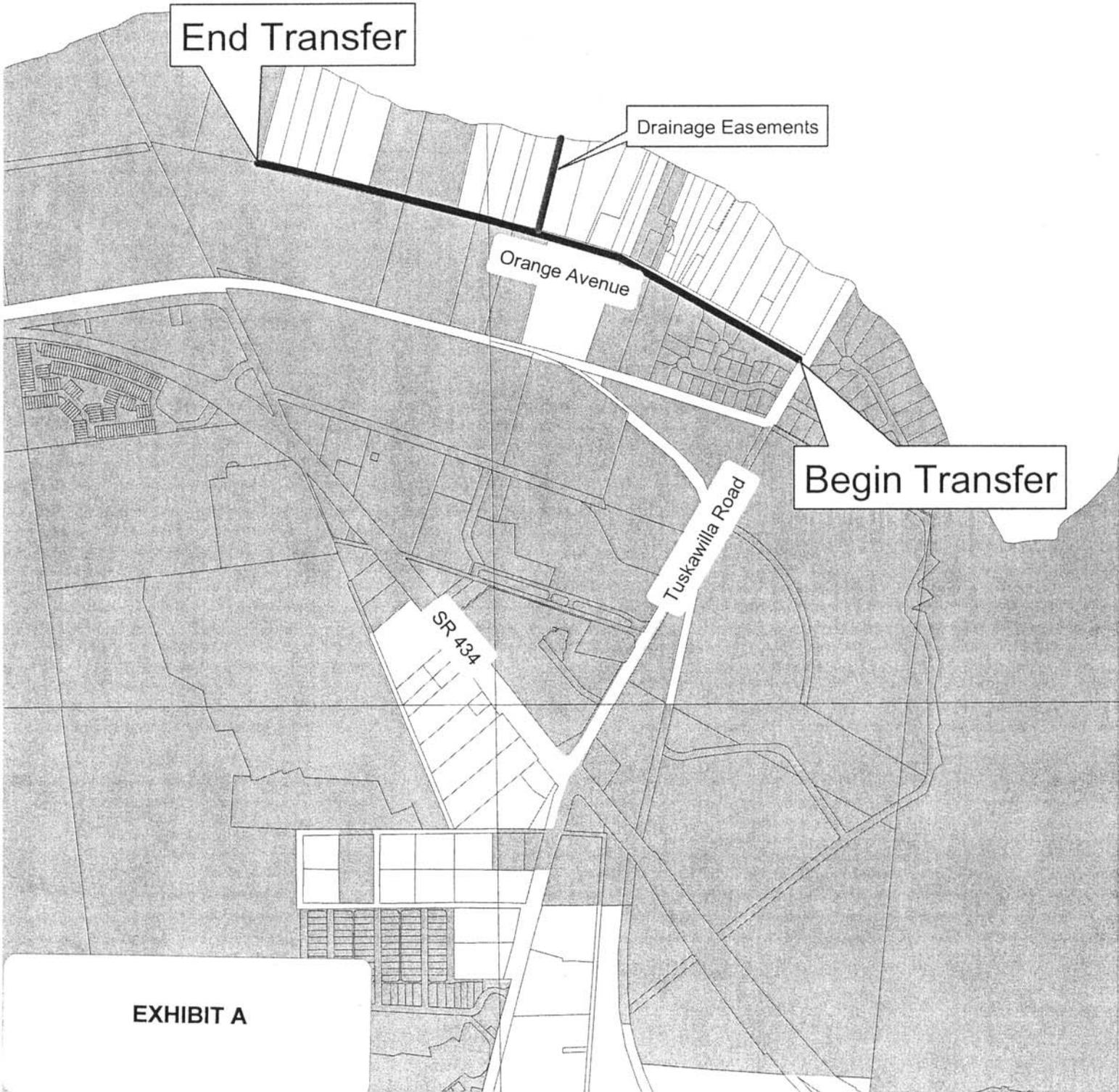
Orange Avenue

Begin Transfer

Tuskawilla Road

SR 434

EXHIBIT A



**INTERLOCAL TRANSFER RELATING TO ORANGE AVENUE**

SEMINOLE COUNTY, FLORIDA  
AND  
CITY OF WINTER SPRINGS, FLORIDA

**THIS INSTRUMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the CITY OF WINTER SPRINGS, whose address is 1126 State Road 434, Winter Springs, Florida 32708, hereinafter referred to as the "CITY".

**WITNESSETH:**

**THE COUNTY** for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the CITY the receipt of which is hereby acknowledged, does hereby transfer and convey to the CITY responsibility and authority, to include specifically, the construction, maintenance, operation and repair responsibilities of Orange Avenue and the drainage ditch from Orange Avenue to Lake Jessup, pursuant to the *Florida Transportation Code* and pursuant to that certain Agreement dated \_\_\_\_\_, 2004, of which the COUNTY and the CITY are parties, the terms of which are included herein.

**IN WITNESS WHEREOF** the COUNTY has caused this instrument to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, and the CITY acknowledges acceptance of this instrument and the responsibilities conveyed herein by the execution of this instrument by its City Council acting by the Mayor of said Council, on the day and year aforesaid.

ATTEST:

**CITY OF WINTER SPRINGS**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney



COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by 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 called the GRANTOR, and CITY OF WINTER SPRINGS, whose address is 1126 State Road 434, Winter Springs, Florida 32708, hereinafter called the GRANTEE.

WITNESSETH:

THAT GRANTOR for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, CITY OF WINTER SPRINGS, heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

GRANTOR, in accordance with *Section 270. 11, Florida Statutes*, retains and reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on or under the above-described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above-described land with the privilege to mine and develop the same.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by it Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

This document was prepared by:  
Lynn M. Vouis  
Assistant County Attorney  
Seminole County Services Building  
1101 E. First Street  
Sanford, Florida 32771  
P:\USERS\KCURRY\MY DOCUMENTS\AGREEMENT\SC COUNTY DEED.DOC

DRAINAGE EASEMENT

1323 1682

SEMINOLE CO, FL.

# 2

This Indenture made and entered into this 6th day of March 1988, by and between Thomas J. Jones & Emily P. Kraus

hereinafter referred to as the Grantor S, and SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the Grantee:

404

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor S have this day given and granted, and by these presents do give and grant, transfer and deliver unto the said Grantee, a permanent easement and right-of-way, including the right to enter upon the real estate hereinafter described, at any time that it may see fit, for the purpose of constructing, excavating, maintaining, and repairing, a drainage system consisting of an underground drainage pipe line, drainage ditch, detention, percolation, or disposal area, or any combination thereof, together with appurtenant drainage structures, for the purpose of conveying drainage water over, across, and through the land hereinafter described, together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, excavation and maintenance of said drainage system. The Grantee as a part of the consideration of this grant, shall assume all public liability or other responsibility and liability for the excavation, maintenance and operation of said drainage system at all times and the Grantor S shall be held harmless therefrom.

© Joanne here

The land affected by the grant of this easement and right-of-way is located in the COUNTY of SEMINOLE, State of Florida, and is more particularly described as follows:

A 20 ft drainage easement over the following described property: Begin at the Southeast corner of Lot 11, Dewey's Cove Replat, Plat Book 13, Page 88, Public Records of Seminole County, Florida, run East 20 ft, thence run North 525 ft, run West 20 ft, thence run South 525 ft to the point of beginning.

MAR 9

094480

THIS INSTRUMENT RECORDED BY:  
NAME THOMAS J. JONES  
ADDR. 66 W. MICHIGAN ST.

EXHIBIT A

ORLANDO, FL 32806

SEMINOLE CO. FL.

TO HAVE AND TO HOLD said easement unto the said Grantee, and its successors and assigns forever, for the purpose aforesaid.

Said Grantors do, hereby covenant with the said Grantee that \_\_\_\_\_ is lawfully seized and possessed of the real estate above described, that They have a good and lawful right to convey the said easement, and that it is free from all encumbrances.

IN WITNESS WHEREOF, the Grantors have hereunto set THEIR hands and seal, the day and year first above written.

WITNESS [Signature] GRANTOR Thomas Jones (SEAL)

WITNESS Felda K. Drouwen GRANTOR Emily P. Kraus (SEAL)

STATE OF Florida  
COUNTY OF Seminole

Before me the undersigned authority, this day appeared Thomas J. Jones and Emily P. Kraus ~~his wife~~, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 21 day of March A.D. 1981.

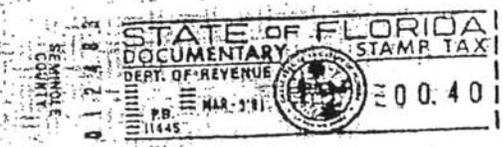
Commission Expires: [Signature] Notary Public in and for the County and State aforesaid.



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 18 1984  
NOTED THRU GENERAL THIS UNDER THE  
CERTIFICATE OF MORTGAGEE

The Mortgagees hereby consent and agree to the dedication shown hereon, and further, should it become necessary to foreclose the mortgage covering the said property, that all pieces and parcels granted to Seminole County will be excluded from said suit and the easement remain in full force and effect.

WITNESS: [Signature] DATE: 3-6-81 MORTGAGEE: [Signature] (SEAL)  
[Signature] (SEAL)



CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED

THIS INSTRUMENT PREPARED BY:

NAME MARK D GISCAR

298483

98 DEC -1, PM 12: 53

**ADDR 520 N. W. 15. MART PERMANENT DRAINAGE EASEMENT**

SUITE, 200  
SANFORD, FL 32773

Documentary Tax Pd \$ 700

Intangible Tax Pd.

Parcel Tax I.D.# 31-20-31-501-0000-0030

Seminole

7/1/00

SEMINOLE CO. FL.

3547 0631

OFFICIAL RECORDS  
BOOK PAGE

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 18<sup>th</sup> day of December, 1998, by the GRANTOR, who is: H. Martin Neiswander and Patricia A. Neiswander and the Grantor's address is: 1156 Orange Avenue, Winter Springs, Florida, 32708-2809, to the Grantee, who is: 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 GRANTEE.

**THE GRANTOR**, in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its assigns, a perpetual and exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct (per Seminole County Stormwater Division Engineering Design Drawings, Orange Avenue Outfall Ditch, Sheets 1 through 5, Dated Oct, 7, 1998) and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage structures, and facilities deemed necessary and to construct, replace, and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

**AS DESCRIBED IN THE ATTACHED EXHIBIT "A".**

**TO HAVE AND TO HOLD**, said exclusive easement and right-of-way unto said Grantee and its assigns forever.

**THE GRANTEE** herein and its assigns shall have the right of access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation and/or maintenance of the drainage facilities installed thereon by the Grantee and its assigns. The Grantor, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The preceding sentence shall not prohibit the Grantor from constructing a boat dock within the said easement and right-of-way, provided said boat dock does not interfere with the operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon.

APPOINT TO SANDY MCCANN  
STORMWATER DIV. / MARK GISCAR, X 5766

3547 0632

THE GRANTEE agrees to reconstruct and maintain, sidewalks and driveways that are located within the easement area, that are disturbed by the construction of the new drainage facilities so as to provide for the drainage structures installed thereon. The Grantor shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the Grantor recognizes and consents to the right of the Grantee or its assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the Grantor if the fence or other structure is deemed to impede the purpose or utility of the easement.

The Grantor contracts with the Grantee that: the Grantor lawfully owns the Land in fee simple; the Grantor has good, right, and lawful authority to sell and convey the easement and right-of-way; the Grantor fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances, except mortgages, restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

The Grantee contracts with the Grantor that: the Grantee shall commence construction of said easement within ninety (90) days of the recordation date of all applicable instruments of conveyance of said easement. In the event, for whatever reason, if any, construction does not commence within ninety (90) days of the recordation date of all instruments of conveyance of said easement, said easement conveyance from Grantor to Grantee shall be considered null and void. Grantee shall, upon that time, execute conveyance instruments of vacating said easement lands back to Grantor.

The Grantor has signed and sealed this Easement on the date written above in the presence of the witnesses signing below:

WITNESSES:

*James A. Barker*  
Print Name: James A. Barker  
*Curtis A. Nelwander*  
Print Name: Curtis A. Nelwander  
*James A. Barker*  
Print Name: James A. Barker  
*Curtis A. Nelwander*  
Print Name: Curtis A. Nelwander

GRANTOR:

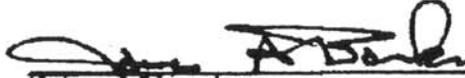
*Mark Nelwander*  
Print Name: Mark Nelwander  
S.S.# [REDACTED]  
*Patricia Nelwander*  
Print Name: PATRICIA NELWANDER  
S.S.# [REDACTED]

Official Records  
707

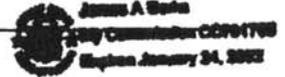
STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

SEMINOLE CO. FL.

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 1998, by H. Martin Newsom & Patricia A. Newsom, who is (  ) personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who did take an oath.

  
Notary Signature  
Print Name: James A. Barks

Commission # \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

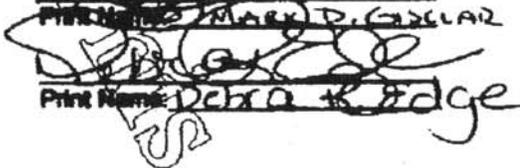


This is not a certified copy

3547 0636

ACCEPTANCE BY SEMINOLE COUNTY:

PUBLIC WORKS DEPARTMENT  
STORMWATER DIVISION

Witnessed:  
  
Print Name: MARK D. GALLOWAY  
  
Print Name: Debra Kedge

By:   
Mark E. Flomerfelt, P.E.  
Stormwater Division Manager

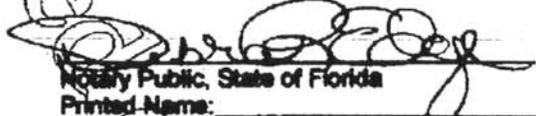
Within authority delegated by the County Manager pursuant to Resolution No. 87-14-88 adopted March 11, 1987 and further delegated by Memorandum dated March 27, 1987, Re: Streamlining of Development Related Agenda Items on April 02, 1987.

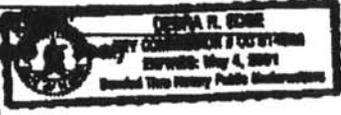
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

  
Assistant County Attorney

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1988, by MARK E. FLOMERFELT, Stormwater Division Manager for the Stormwater Division, Public Works Department/Seminole County, Florida. He is personally known to me M or has produced na (type of identification) as identification.

  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission # \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Affix notarial seal)  


Official Certified Copy

**LEGAL DESCRIPTION** OFFICIAL RECORDS **PAGE NUMBER "A"**

3547 0635

SEMINOLE CO. FL.

**LEGAL DESCRIPTION:**

THE EAST 30.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND AS SHOWN IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1353, PAGE 740 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA:

"LOTS 3, 4, 11, 12, 13, 14, 15 AND 16, DEWEY'S COVE REPLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 88, PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA."

CONTAINING 10680 SQUARE FEET, MORE OR LESS.

This is not a certificate

SHEET 1 OF 2

**SEMINOLE COUNTY**

ENGINEERING DEPARTMENT  
SURVEY SECTION  
520 W. LAKE MARY BLVD.  
SANFORD, FLORIDA 32773  
(407)323-2500 EXT.5858

**LEGEND**

BOUNDARY BASED ON THE CENTERLINE OF ORANGE STREET  
AS BEING BOUNDARY AS ASSUMED

**SURVEYOR'S NOTES**

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

REVISIONS			
	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

FIELD BOOK: N/A      SCALE: 1" = 60'  
DATE: Sept. 4, 1988      DRAWN BY: MCR  
JOB NO: CHAVEROT-102      CHECKED BY:



**DISCLOSURE AGREEMENT**

3547 0637

SEMINOLE CO. FL.

WHEREAS, FIRST UNION NATIONAL BANK is the owner and holder of a Mortgage in the original principal amount of 7777.00 recorded on 02/24/95 in Official Records Book 102, Page 517, Public Records of Seminole County, Florida, encumbering the following described real property situate, lying, and being in Seminole County, Florida:

(see attached Legal Description & Sketch)

AND WHEREAS, the COUNTY OF SEMINOLE, FLORIDA, is the owner and holder of a right, license, privilege, easement, or interest in the real property encumbered by the above described Mortgage more particularly described as Permanent Drainage Easement dated 2/24/95 and recorded 12-4-98 in Official Records Book 224, Page 26, Public records of Seminole County, Florida, in the original principal amount of 0.00; and

WHEREAS, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned acknowledge the herein described Mortgage to the right, license, privilege, easement, or interest of the COUNTY OF SEMINOLE, FLORIDA, provided all other terms, agreements, stipulations, conditions, and covenants of the Mortgage are continued in full force and effect.

NOW THEREFORE, in consideration of the premises, the herein described Mortgage is substituted and made inferior to the right, license, privilege, easement, or interest of the COUNTY OF SEMINOLE, FLORIDA, all other terms, agreements, stipulations, conditions, and covenants of the herein described Mortgage secured by the real property herein described shall remain in full force and effect.

\*Pursuant to said Permanent Drainage Easement

BE WITNESSED WHEREOF the undersigned has hereunto set his hand and seal this 10<sup>th</sup> day of November, A.D., 1998.

Witness: Susan R. Ellis Susan R. Ellis (NAME OF MORTGAGE COMPANY) FIRST UNION NATIONAL BANK  
Printed Name: Assistant Secretary By: Neira M. Gordon  
(Position) Assistant Vice President  
Printed Name: \_\_\_\_\_  
Address: P.O. Box 13327  
Rosemeade VA 24060-0343



STATE OF FLORIDA, Virginia  
COUNTY OF SEMINOLE, Roanoke

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Neira M. Gordon known to me to be the person described in and who did execute the foregoing instrument and who acknowledged before that they executed the same for and on behalf of said corporation. (Check one) [ X ] Said person is personally known to me. [ ]  
Said person provided the following identifier: \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of November, A.D., 1998.



J. SWEAD  
Notary Public, State of Virginia (signed)  
Notary Public, State of Florida (printed)  
Notary Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

My Commission Expires: March 31, 2002

# LEGAL DESCRIPTION

BOOK 3547 PAGE 638

SEMINOLE CO. FL.

### LEGAL DESCRIPTION:

THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND AS SHOWN IN A PLAT RECORDED IN OFFICIAL RECORDS BOOK 1282, PAGE 748 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA:

LOTS 2, 4, 11, 12, 13, 14, 15 AND 16, SURVEY'S GENE REPLAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 88, PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

CONTAINING 10000 SQUARE FEET, MORE OR LESS.

*This is not a certificate*

SHEET 1 OF 2

## SEMINOLE COUNTY

ENGINEERING DEPARTMENT  
SURVEY SECTION  
520 W. LAKE NARY BLVD.  
GAINESVILLE, FLORIDA 32673  
(407)353-2000 EXT.2000

## LEGEND

SHOWN ON THE PLAT OF THE CENTRAL W. CORNER STREET  
AS SHOWN IN OFFICIAL RECORDS

## SURVEYOR'S NOTES

THIS IS NOT A WARRANTY  
THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND THE INFORMATION IS BASED ON THE RECORDS OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			

400-000 - H.A. DATE: 11-4-88  
500 - H.B. B. DATE: 11-4-88  
ON THE PLAT DATE: 11-4-88

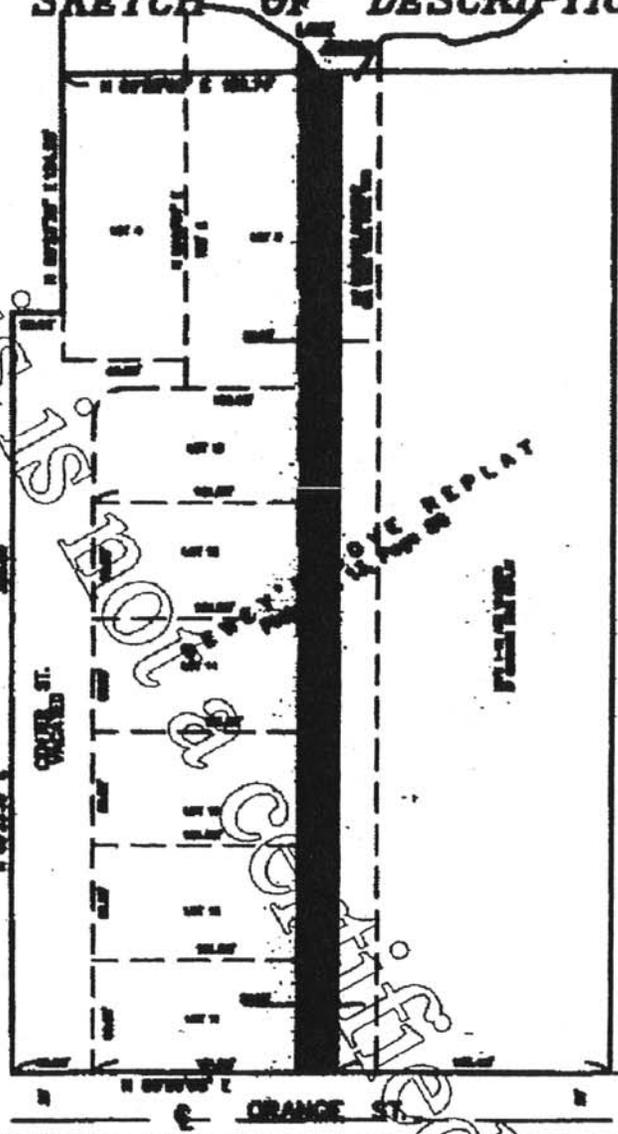
# SKETCH OF DESCRIPTION

BOOK 3547 PAGE 0639

SEMINOLE CO. FL.

This is a copy of the original survey plat. It is not a legal document.

Let S. D. R. METZELS SURVEY OF THE LAY SUBMIT Plat Book 1, Page 2.



Legibility Unsatisfactory For Microfilming

Legend

## SEMINOLE COUNTY

ENGINEERING DEPARTMENT  
SURVEY SECTION  
880 W. LAKE NIPPY BLVD.  
DAWSON, FLORIDA 32773  
(407) 833-2888 - EXT 8888

## LEGEND

- A - CENTER LINE (DASH)
- B - BOUNDARY
- CB - CURVED BOUNDARY
- L - LOT BOUNDARY
- C - CURVE
- D - DISTANCE FROM THE POINT
- E - POINT OF BEGINNING
- F - POINT OF CURVATURE
- G - POINT OF TANGENCY
- H - POINT OF INTERSECTION
- I - POINT OF SIGHT
- J - POINT OF VIEW
- K - POINT OF INTERSECTION
- L - POINT OF INTERSECTION
- M - POINT OF INTERSECTION
- N - POINT OF INTERSECTION
- O - POINT OF INTERSECTION
- P - POINT OF INTERSECTION
- Q - POINT OF INTERSECTION
- R - POINT OF INTERSECTION
- S - POINT OF INTERSECTION
- T - POINT OF INTERSECTION
- U - POINT OF INTERSECTION
- V - POINT OF INTERSECTION
- W - POINT OF INTERSECTION
- X - POINT OF INTERSECTION
- Y - POINT OF INTERSECTION
- Z - POINT OF INTERSECTION

*[Handwritten signatures and stamps]*

DATE: 11/04/88

**SUBORDINATION AGREEMENT 0640**

BARNETT BANK OF CENTRAL FLORIDA, N.A. \*\*\* is the owner and holder of a Mortgage in the original principal amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$ 120,000.00 ), Dated 06/01/93 and recorded 06/09/93 in Official Records Book 2597, Page 1102 Public Records of Seminole County, Florida, encumbering the following described real property situate, lying, and being in Seminole County, Florida:

(see attached Legal Description & Sketch)

and

WHEREAS, the COUNTY OF SEMINOLE, FLORIDA, is the owner and holder of a right, license, privilege, easement, or interest in the real property encumbered by the aforesaid described Mortgage more particularly described as Permanent Drainage Easement dated 9/18/98, and recorded 12-14-98, in Official Records Book 3547, Page 665A, Public records of Seminole County, Florida, in the original principal amount of (\$ N/A ); and

WHEREAS, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned subordinates the herein described Mortgage to the right, license, privilege, easement, or interest of the COUNTY OF SEMINOLE, FLORIDA,\* provided all other terms, agreements, stipulations, conditions, and covenants of the Mortgage are continued in full force and effect.

NOW THEREFORE, in consideration of the premises, the herein described Mortgage is subordinated and made inferior to the right, license, privilege, easement, or interest of the COUNTY OF SEMINOLE, FLORIDA,\* all other terms, agreements, stipulations, conditions, and covenants of the herein described Mortgage secured by the real property herein described shall remain in full force and effect.

\*Pursuant to said Permanent Drainage Easement

IN WITNESS WHEREOF the undersigned has hereunto set its hand and seal this 29TH day of OCTOBER, A.D., 1998.

Witnesses: BARNETT BANK, N.A. SUCCESSOR BY MERGER TO BARNETT BANK OF CENTRAL FLORIDA\*\*\* (NAME OF MORTGAGE COMPANY)

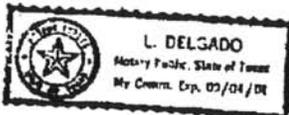
By: J.B. KERN  
Printed Name: J.B. KERN Printed: J.B. KERN  
(Position held: VICE PRESIDENT)

Printed Name: TRUDY WHITFIELD Address: 5641 MCALLISTER HWY  
SAN ANTONIO, TX 78216

TEXAS  
STATE OF FLORIDA )  
COUNTY OF SEMINOLE )  
BEKAR

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to administer oaths and take acknowledgments, personally appeared J.B. KERN known to me to be the person described in and who did execute the foregoing instrument and who acknowledged before that they executed the same for and on behalf of said corporation. (Check one) [ x ] Said persons are personally known to me. [ ] Said person provided the following identification:

Witness my hand and official seal in the County and State last aforesaid this 29TH day of OCTOBER, A.D., 1998.



L. Delgado  
Notary Public, State of Texas (signed) TEXAS  
L. DELGADO  
Notary Public, State of Texas (printed) TEXAS  
Notary Commission No. 37A  
My Commission Expires: 09/04/2001

\*\*\*N.A. BY ITS LAWFUL ATTORNEY IN FACT  
HOMESIDE LENDING, INC.

LEGAL DESCRIPTION PAGE EXHIBIT "A"  
3547 0841

SEMINOLE CO. FL.

**LEGAL DESCRIPTION:**

THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND AS SHOWN IN A DEED RECORDED IN OFFICIAL RECORDS BOOK 1353, PAGE 740 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA:

"LOTS 3, 4, 11, 12, 13, 14, 15 AND 16, DEWEY'S COVE REPLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 88, PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA."

CONTAINING 10560 SQUARE FEET, MORE OR LESS.

This is not a certified

SHEET 1 OF 2

**SEMINOLE COUNTY**  
ENGINEERING DEPARTMENT  
SURVEY SECTION  
520 W. LAKE MARY BLVD.  
SANFORD, FLORIDA 32773  
(407)323-2500 EXT.5858

**LEGEND**  
REFERENCE SHOWN ON THE CENTERLINE OF ORANGE STREET  
AS BEING N 89° 20' 00" E, ASSUMED

**SURVEYOR'S NOTES**

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

REVISIONS		
DATE	DESCRIPTION	BY
1		
2		
3		
4		
5		

FIELD BOOK: N/A      SCALE: 1" = 60'  
DATE: Sept. 4, 1988      DRAWN BY: MFC  
JOB NAME: ORANGE.DWG      NUMBER: 88

