A RESOLUTION RELATING TO THE EXTINGUISHMENT OF THE NORTH TWENTY FEET (20') OF DORWOOD DRIVE AND STARR DRIVE DRAINAGE EASEMENT.

WHEREAS, Orange County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), is the grantee of a forty foot (40') drainage easement located at the intersection of Dorwood Drive and Starr Drive; and

WHEREAS, the fee title to the property on which the drainage easement lies is owned by Carl C. Hodges and Cindy Peterson Hodges, his wife, as part of a larger parcel, more particularly described in Exhibit "A"; and

WHEREAS, the south twenty feet (20') of said drainage easement is currently being used by Orange County for drainage purposes, but the north twenty feet (20') of same is used by Orange County only for purposes of obtaining access to and maintaining the drainage facility located in the south twenty feet (20') of the easement; and

WHEREAS, Orange County does not now or ever intend to use the north twenty feet (20') of the forty foot (40') drainage easement for any purposes other than to obtain access to and maintain the south twenty feet (20') of the drainage easement; and

WHEREAS, the north twenty feet (20') of the drainage easement is used as a driveway for and supplies the only access to the property described in Exhibit "A"; and

WHEREAS, the owners of the property described in Exhibit "A" desire to ensure that access to their properties by way of the north twenty feet (20') of the drainage easement will not be disturbed or obstructed in such a way as to landlock their properties; and

WHEREAS, the owners of the property described in Exhibit "A" desire to grant to the County a non-exclusive easement for access and maintenance purposes over the north twenty (20') of the present drainage easement, and further desire
that, simultaneously with the recording of the instrument creating the access and maintenance easement, the County shall record this Resolution in the public records of Orange County for the purpose of extinguishing the drainage easement as to the same twenty foot (20') strip.

NOW, THEREFORE, the County, by and through the County Commission, hereby RESOLVES as follows:

1. Subject to paragraph 2 below, the County hereby extinguishes, vacates, and abandons the twenty foot (20') drainage easement created by those certain instruments located in the public records of Orange County at O.R. Book 3201, Page 463, and O.R. Book 3215, Page 393, attached hereto as Exhibits "B" and "C". The extinguishment of the legal effect of Exhibits "B" and "C" destroys only the County's interest in the north twenty feet (20') of the County's forty foot (40') drainage easement, and does not vacate, abandon or extinguish the County's interests in the south twenty feet (20') of the forty foot (40') drainage easement, which the County currently uses for drainage purposes.

2. Simultaneously with the recording of this Resolution in the official records of Orange County, there shall be recorded in favor of the County a non-exclusive easement for access and maintenance purposes over the same north twenty feet (20') of the drainage easement which is extinguished in paragraph one above, the legal description for which may be found in Exhibits "B" and "C". Said access and maintenance easement shall be granted to Orange County by Carl C. Hodges and Cindy Peterson Hodges, his wife, the fee title holders of the property, shall be binding on Hodges' grantees or successors and assigns in interest, and shall be in the form of the attached document, which is labeled as Exhibit "D."

3. This Resolution shall become effective on the date of its adoption.

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ORANGE COUNTY, FLORIDA

By: Chairman
County Commission

DATE: 11-30-87

ATTEST: THOMAS H. LOCKER, Clerk
to the Board of County Commissioners

By: Deputy Clerk
EXHIBIT "A"

Begin SE corner of NE 1/4 of the NW 1/4, run North 349.72 feet, West 503.15 feet to ELY right of way of SCL RR, Southwesterly along said right of way to South line of the NE 1/4 of the NW 1/4, East to POB. (LESS beginning 28 feet North of the SE corner of the NE 1/4 of the NW 1/4, run North to a point 442.28 feet South of the North Boundary of the North 1/2 of the South 1/3 of the North 3/5 of the West 1/4 of the NW 1/4, of the NE 1/4 of Sec., run West 100 feet South to a point 30.8 feet North of the South boundary of the NE 1/4 of the NW 1/4, East to POB) and beginning SW corner of the South 1/5 of the West 1/4 of the NW 1/4 of the NE 1/4 of Section, run East 297.74 feet, West 297.74 feet, South 28 feet to POB, all being in Section 10, Township 22 South, Range 28 East, Orange County, Florida.
DORWOOD DRIVE & STARR DRIVE
DRAINAGE EASEMENT NO. 5

THIS INDENTURE, made the 2nd day of June 1981, between

THOMAS E. OLIVE & ANITA R. OLIVE, his wife,

of the County of Orange and State of Florida, GRANTOR, and the COUNTY OF ORANGE, in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of $1.00 paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns an easement for drainage purposes, with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under and upon the following described lands situated in Orange County aforesaid, to-wit:

The South 20.00 feet of the South 349.72 feet of the SE 1/4 of NW 1/4 of SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, lying East of the Seaboard Coast Line Railroad Right of Way.

Containing .306 acres more or less.

THIS IS A DONATION

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, underbrush and other obstructions that may interfere with normal operation or maintenance of the drainage ditch, pipe or facility, out of and away from the herein granted easement, and the Grantor, his heirs, successors and assigns, agree not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day and year above written.

Signed, Sealed and Delivered in our Presence:

THOMAS E. OLIVE
ANITA R. OLIVE

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was read and explained before me that I know to be the person(s) described in and who executed the foregoing instrument and acknowledged the same before me that they executed the same.

Date: 19
Notary Public
My commission expires on the 3rd day of July, A.D. 19...

EXHIBIT "B"
THIS INDENTURE, made the 13th day of July, 1981, between

Thomas E. Olive & Anita R. Olive, his Wife,

of the County of Orange and State of Florida, GRANTOR, and the COUNTY OF ORANGE, in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of $1.00 received of the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and her heirs, successors and assigns, and their heirs, successors and assigns, for ever, all that certain easement for drainage purposes, with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under and upon the following described lands situated in Orange County aforesaid, to wit:

The South 20.00 feet of the South 1/5 of the W/4 of the NW 1/4 of the NE/4 of SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, (Less the East 30 feet).

Containing 0.137 acres, more or less.

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstruction that may interfere with normal operation or maintenance of the drainage ditch, pipe or facility, out of and away from the lands granted hereunder, and the Grantor, his heirs, successors and assigns, agree not to build, construct or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day and year above written.

Signed, Sealed and Delivered in our Presence:

[Signatures]

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that I, before me, an officer duly authorized in the State and County of Orange, personal representative of Thomas E. Olive and Anita R. Olive, his wife, acknowledged the foregoing instrument and acknowledged before me that they executed the same, this 13th day of July, 1981, in my office as Notary Public, in and for the county and state last aforesaid, this 13th day of July, 1981.

My commission expires on April 15, A.D. 1985.

EXHIBIT "C"
ACCESS AND MAINTENANCE EASEMENT

THIS INDENTURE, made this ___ day of ________, 1987, between Carl C. Hodges and Cindy Peterson Hodges, his wife, of Orange County, Florida, Grantors, and Orange County, a political subdivision of the State of Florida, Grantee.

WITNESSETH, that the Grantors, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, the receipt whereof is hereby acknowledged, does give and grant to the Grantee and its assigns and a non-exclusive right-of-way and easement for access and maintenance purposes, with full authority to enter upon said right-of-way and easement area, as the Grantee and its assigns may deem necessary, for the purpose of maintaining those certain drainage facilities lying adjacent and to the south of the right-of-way and easement area described below. Said right-of-way and easement shall be over and upon the following described lands situate in Orange County, to-wit:

The South 20.00 feet of the South 349.72 feet of the SE 1/4 of NE 1/4 of NW 1/4 of SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, lying East of the Seaboard Coast Line Railroad Right of Way, (containing .306 acres more or less), and the South 20.00 feet of the South 1/5 of the W 1/4 of the NW 1/4 of SECTION 10, TOWNSHIP 22 SOUTH, RANGE 28 EAST, (Less the East 30 feet) (containing 0.137 acres, more or less).

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

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with the normal operation or maintenance of the adjacent drainage facilities. The Grantee further acknowledges and agrees that it shall not build, construct or create, nor permit others to build, construct or create any building or other structure on the herein granted right-of-way and easement that may interfere with the Grantors' use of the easement area for gaining access to those properties owned by Grantors, which properties are more particularly
described in that certain instrument located in the public records of Orange County at O.R. Book 3661, Page 752.

THE GRANTORS, their successors or assigns, agree not to build, construct or create, nor permit others to build, construct or create, any building or other structure on the herein granted right-of-way and easement that may interfere with the normal operation and maintenance of the adjacent drainage facilities.

Witnesses:

__________________________

__________________________

__________________________

____________

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this ___ day of __________, 1987 by CARL C. HODGES and CINDY PETERSON HODGES, his wife.

Notary Public
My Commission Expires:

ORANGE COUNTY, FLORIDA

By: _______________________
    Chairman,
    County Commission

DATE: _______________________

ATTEST: THOMAS H. LOCKER, Clerk
to the Orange County Commission

By: _______________________
    Deputy Clerk

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY
APPROVED AS TO FORM AND LEGALITY

__________________________

Susan J. Tedder
Assistant County Attorney

1197j SJT 11/11/87