RESOLUTION NO. 92-M-67

A RESOLUTION TO VACATE A COUNTY ROAD, RIGHT-OF-WAY OR EASEMENT, UPON THE PETITION OF ORANGE COUNTY, FLORIDA, IN EXCHANGE FOR A QUITCLAIM DEED AND ACCESS EASEMENT OVER OTHER PROPERTY.

WHEREAS, the County desires on its own motion, to vacate that certain road, right-of-way, or easement and adjacent parcel (hereinafter collectively referred to as the "Road") described as follows:

See attached Exhibit "A" incorporated herein by reference.

WHEREAS, in exchange for vacating that portion of the right-of-way designated as Parcel F in the description attached hereto as Exhibit "A", Orange County will acquire certain property rights as more specifically described in Exhibit "B" entitled "Quit-Claim Deed and Release" and Exhibit "C" entitled "Access Easement and License Agreement" attached hereto and incorporated herein by reference. Said vacation and acquisition is necessary in order to settle an alleged title dispute between Orange County and certain private property owners;

WHEREAS, a sketch showing the location of the parcels to be vacated and exchanged in relationship to surrounding properties is attached hereto as Exhibit "D";

WHEREAS, such exchange is authorized by Florida Statute §125.37 (1990), given that the Board finds that the property to be vacated is no longer needed for County purposes and the acceptance of the "Quit-Claim Deed and Release" and "Access Easement and License Agreement" are in the public interest;
WHEREAS, the vacation will neither interfere with utility
services, nor encroach unreasonably on any utility easements;

WHEREAS, Orange County, Florida, as a political subdivi-
sion of the State of Florida, is exempt from the payment of
state and local taxes;

WHEREAS, the right-of-way to be vacated is not within the
corporate limits of any incorporated city or town; and

WHEREAS, notice of a public hearing before the Board of
county commissioners on the 1st day of, 1992, was
published in the Orlando Sentinel, a newspaper of general
circulation, in Orange County, Florida, for twice a week for
two (2) consecutive weeks at least fourteen days prior to the
date for the hearing.

SECTION 1. The County shall record this Resolution in
the deed records of Orange County within thirty (30) days
following its adoption.

SECTION 2. BE IT RESOLVED that the right-of-way is
hereby vacated and annulled, and that the County renounces any
rights in said right-of-way. Resolved further that the County
hereby accepts title to that property described in the deed
attached hereto as Exhibit "B" ("Quit-Claim Deed and Release")
and further accepts the "Access Easement and License Agree-
ment" as described in Exhibit "C", attached hereto and incor-
porated herein by reference.

SECTION 3. The vacation effected by this Resolution
shall take effect upon recordation in the Public Records of
Orange County of a Notice in the form attached hereto as
Exhibit "E," acknowledging issuance of the required permits for modification of the County's existing retention pond located in a portion of the Property described in the Quit-Claim Deed and Release attached hereto as Exhibit "B." The County shall file the applications required to obtain the approval of all applicable permitting agencies for modification of the existing retention pond not later than ninety (90) days following the adoption of this Resolution by the County. The County's acceptance of the "Quit-Claim Deed and Release" and "Access Easement and License Agreement" shall take effect upon adoption of this Resolution.


ORANGE COUNTY, FLORIDA

BY:

FOR THE County Chairman

DATE: NOV 24 1992

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: Asst. Deputy Clerk

(R:J33/RC1755A,DOC)
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL F

Commence at the Northwest corner of the Southeast 1/4 of Section 33, Township 21 South, Range 29 East, Orange County Florida, run S. 89° 29' 40" E. along the North line of said Southeast 1/4, a distance of 179.80 feet to the Point of Beginning on the North-
ery right-of-way line of Lake Avenue as recorded in O.R. Book 2527, Page 1524; thence continue S. 89° 29' 40" E. along said North line 25.00 feet; thence run S. 35° 18' 57" E. 74.55 feet to a point on the Southerly right-of-way line of said Lake Avenue, said point being on a curve concave Southeasterly and having a radius of 256.48 feet; thence run along the right-of-way line of said Lake Avenue an arc distance of 126.45 feet through a central angle of 28° 14' 51" a chord bearing of S. 48° 10' 36" W. and a chord distance of 125.17 feet to the point of tangency; thence continue along said Southerly right-of-way line S. 34° 03' 10" W. 109.92 feet; thence leaving said Southerly right-of-way line run S. 52° 02' 58" E. 43.03 feet to a point on the Northerly right-
of-way line of All American Boulevard (60' right-of-way) as re-
corded in O.R. Book 3365, Page 1321, said point being on a curve concave Southeasterly and having a radius of 746.20 feet; thence run along said right-of-way line of All American Boulevard an arc distance of 192.14 feet through a central angle of 14° 45' 11" a chord bearing of S. 30° 34' 26" W. and a chord distance of 191.61 feet to a point on the Easterly right-of-way line of Carder Road (60' right-of-way) as recorded in O.R. Book 643, Page 424; thence run N.00° 03' 47" E. along said Easterly right-of-way line 205.76 feet to the Northerly right-of-way line of aforesaid Lake Avenue; thence run N. 34° 08' 26" E. along said Northerly right-of-way line 267.34 feet to the Point of Beginning.
EXHIBIT "I"

SKETCH AND DESCRIPTION FOR:
HELEN BEAM AND AMANTHA MUSSELWHITE

DESCRIPTION: PARCEL "E" (AREA TO BE DEDICATED TO ORANGE COUNTY)

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. ¼ OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID S.E. ¼, S.89°29'40" E. A DISTANCE OF 204.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°29'40" E. A DISTANCE OF 307.49 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY THAT INTERSECTS THE NORTHERLY RIGHT-OF-WAY OF ALL AMERICAN BOULEVARD AND THE NORTH LINE OF THE S.E. ¼ OF SECTION 33; SAID CURVE HAVING A RADIUS OF 746.20 FEET, CENTRAL ANGLE OF 1759'02", CHORD BEARING OF S.65°12'40" W.; THENCE RUN ALONG THE RIGHT-OF-WAY OF ALL AMERICAN BOULEVARD AS RECORDED IN O.R. 3365 PAGE 1321, AN ARC DISTANCE OF 234.22 FEET, THENCE RUN S.88°24'12" W. A DISTANCE OF 24.04 FEET; THENCE RUN N.35°18'57" W. A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 15,135 SQUARE FEET MORE OR LESS.

NOTE:
THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREBON WAS MADE IN ACCORDANCE TO THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA: CH. 417.027 AND CH. 21: HR-6 FAC PREPARED BY:

STEVE B. SWAGGERTY DATE:6-25-92
REG. LAND SURVEYOR NO. 3764

SWAGGERTY LAND SURVEYING, INC.
1815 W. SECOND STREET
SANFORD, FLORIDA 32771
(407) 322-4430

FILE NO. A9-92

SCALE: 1"=100
DATE: 6-25-92

BASE: RIVER PIN ESTATES
UNIT 3
(LOT BOOK "W", PAGE 113)

POB. WASHBURN DRIVE (30'R/W)
N LINE OF THE S.E. ¼ OF SECTION 33-21-29
S.89°23'40"W 307.49'

NORTH ALL AMERICAN BOULEVARD
(30'R/W)

SCALE: 1"=100
DATE: 6-25-92

BASE: RIVER PIN ESTATES
UNIT 3
(LOT BOOK "W", PAGE 113)
EXHIBIT "I1"  
[To Quit-Claim Deed and Release]
EXHIBIT "B"

Project: All American Boulevard
(Carder Road/Lake Avenue)

QUIT-CLAIM DEED AND RELEASE

THIS QUIT-CLAIM DEED, executed this 21st day of August, 1992, by AMANTHA B. MUSSELWHITE, as Trustee of the Amantha B. Musselwhite Revocable Trust under Agreement dated June 1, 1992, and HELEN ANN BEAM, Trustee for the benefit of the Helen Ann Beam Trust dated July 10, 1975, and restated May 4, 1990 (hereinafter called the "Grantors"), to the COUNTY OF ORANGE, Post Office Box 1393, Orlando, Florida 32802 (hereinafter called the "Grantee").

WITNESSETH: That the Grantors for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, do hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in Orange County, Florida, to-wit:

See Exhibit "I" attached hereto and incorporated herein by this reference (the "Property").

The Property is not now nor has it ever been the homestead property of the Grantors herein. This instrument is given to clear title.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all estate, right, title, interest, lien, equity, and claim whatsoever of Grantors, either in law or equity, to the proper use, benefit and behoof of said Grantee forever.

It is the intent of the parties that the Grantee shall design and obtain the permits necessary for enlarging the retention pond that presently exists on the Property to create an enlarged retention pond that will lie partially within the Washburn Drive right-of-way as depicted on Exhibit "II" attached hereto (the "Enlarged Retention Pond"). The design capacity of the Enlarged Retention Pond will equal the combined design capacities of the two (2) retention ponds that presently lie within the properties described in the attached Exhibits "I" and "III" and the Carder Road right-of-way. Grantors hereby acknowledge that the Grantee shall have sole discretion in the design and engineering of the Enlarged Retention Pond.

Any and all dredged earthen material removed by Grantee from the Property in construction of the Enlarged Retention Pond shall remain the property of Grantors and may be used by Grantors for any purpose, including (but not limited to) reconfiguration of the existing retention pond located in Parcel "F" described in attached Exhibit "III" and in the Carder Road right-of-way. The Grantee shall notify Grantors of the availability of any dredged
earthen material at such time or times that it may be removed from the Property, and shall deposit such material onto Grantors' land adjoining the Property, at Grantors' direction; provided, however, that Grantors shall grade or otherwise stabilize said material immediately upon its delivery by Grantee, to prevent washout of the material into any road right-of-way.

Grantors further release Grantee from any and all alleged title claims that Grantors may have to property described as Parcel "F" in Exhibit "II" attached hereto and incorporated herein by this reference.

Signed, sealed and delivered in the presence of:

AMANTHA B. MUSSELWHITE, as Trustee
106 East Myrtle Street
Apopka, Florida 32703

HELEN ANN BEAM, as Trustee for the Benefit of the Helen Ann Beam Trust dated July 10, 1975, and Restated May 4, 1990.
712 North Rio Grande Avenue
Orlando, Florida 32804

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared AMANTHA B. MUSSELWHITE, as Trustee of the Amanttha B. Musselwhite Revocable Trust under Agreement dated June 1, 1992, and HELEN ANN BEAM, Trustee for the benefit of the Helen Ann Beam Trust dated July 10, 1975, and restated May 4, 1990, well known to me to be the persons described in and who
executed the foregoing instrument, and they acknowledged before me that they executed the same. They are personally known to me or provided Florida Driver's License and Florida Driver's License as identification, and did not take oaths.

WITNESS my hand and official seal of office this 21st day of August, 1992.

(Sally Bond Mann)
Signature of Notary Public
Print Name: Sally Bond Mann
Serial No. (if any): n/a
Commission Expires: 8/12/96

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO:

MIRANDA F. FITZGERALD, ATTORNEY
MAGUIRE, VOORHIS & WELLS, P.A.
Two South Orange Avenue
Post Office Box 633
Orlando, Florida 32802

(R:133/AMY374C,DOC)
EXHIBIT "C"

ACCESS EASEMENT AND LICENSE AGREEMENT

THIS ACCESS EASEMENT AND LICENSE AGREEMENT (the "Agreement") is made and entered into by AMANTHA B. MUSSELWHITE, Individually and as Trustee, and HELEN ANN BEAM, Individually and as Trustee, whose respective addresses are 106 East Myrtle Street, Apopka, Florida 32703 and 712 North Rio Grande Avenue, Orlando, Florida 32804 (hereinafter collectively referred to as "First Party"), and ORANGE COUNTY, FLORIDA, a Charter County, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "Second Party").

WITNESSETH:

A. First Party warrants that it owns property in Orange County, Florida, which property is more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference ("First Party's Property"); and

B. Second Party owns the Wekiva Canal that lies within the boundaries of the First Party's Property, as more particularly described in Exhibit "2" attached hereto and incorporated herein by this reference ("Benefitted Property"); and

C. Second Party has requested, and First Party has agreed to grant to Second Party, an access easement for purposes of ingress, egress and passage upon and within the boundaries of that portion of the First Party's Property more particularly described in the Exhibit "3" attached hereto and incorporated herein by this reference (the "Easement Area") for maintenance of the Benefitted Property, upon the terms and conditions set forth hereinbelow; and

D. First Party has requested, and Second Party has agreed to grant to First Party, a license to use that portion of an existing retention pond located within the Carder Road right-of-way (the "Retention Pond Area").

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Party and, by acceptance hereof, Second Party hereby agree as follows:

1. Recitals. The foregoing recitals are acknowledged to be true and correct and are hereby incorporated in this Agreement for all purposes.
2. **Grant of Access Easement.** First Party hereby bargains, sells, grants and conveys unto Second Party a perpetual, non-exclusive access easement for the purpose of ingress, egress and passage (both pedestrian and vehicular) upon, over, and within the boundaries of the Easement Area for the benefit of and appurtenant to the Benefitted Property.

3. **Term of Easement.** This Agreement is perpetual, unless sooner terminated by a written agreement duly executed by all parties hereto, or their successors and assigns, and recorded in the Public Records of Orange County, Florida.

4. **Construction and Maintenance of Benefitted Property.** The Benefitted Property shall be maintained by Second Party at its sole cost and expense. Second Party's maintenance and use of the Benefitted Property shall be in accordance with all applicable federal, state or local rules, regulations, permits and requirements.

5. **Restoration.** After any maintenance activity during which the Easement Area is used for access to the Benefitted Property, Second Party shall, at its sole cost and expense, restore the Easement Area and any other portion of the First Party's Property that is damaged during such maintenance activity to the condition existing prior to the occurrence of such event.

6. **Covenants Running with Land.** All rights, privileges, benefits and burdens created herein or imposed with regard to the easement granted in this Agreement are covenants and agreements running with the land as appurtenances thereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in title. All rights, privileges and benefits granted herein to the parties shall benefit their successors in title during the respective periods of title ownership.

7. **License.** Second Party hereby grants to First Party a non-exclusive license (the "License") over that portion of Carder Road wherein a retention pond presently exists, as illustrated in the sketch attached hereto as Exhibit "4" and incorporated herein by reference (the "Retention Pond Area"). This License grants to First Party the right, but not the obligation, to use the Retention Pond Area and existing drainage pipe for conveyance of water to the Wekiva Canal until such time as the License is revoked in writing by Orange County. This license shall also allow First Party to reconfigure the existing retention pond in the Retention Pond Area as First Party deems appropriate for aesthetic and drainage purposes, subject to all applicable permitting requirements. The parties agree that this license shall not form the basis for the First Party to claim either an irrevocable license or a license with an interest. Unless otherwise agreed to in writing by First Party, this License may only be revoked by Second Party at such time as Carder Road is either vacated or is opened to travel by the general public. In the event First Party
elects to use the Retention Pond Area, First Party hereby agrees
to maintain the Retention Pond Area during such period(s) of
utilization.

8. **Indemnification For Use of Easement Area.** The Second
Party, its successors and assigns, hereby agrees to indemnify and
hold harmless First Party against and from any and all claims,
expenses, damages and liability of any nature whatsoever (includ-
ing reasonable attorneys' fees and costs whether suit be brought
or not, and including such fees and costs arising from appellate
review) from any injury to persons or damage to property arising
in connection with the Second Party's use of the Easement Area,
except that Second Party, its successors and assigns, shall not
be liable due to the acts or omissions of First Party or First
Party's agents. By acceptance and use of the Easement Area, the
Second Party shall be deemed bound by the indemnification provi-
sions herein.

9. **Indemnification For Use of Retention Pond Area.** First
Party, its successors and assigns, hereby agrees to indemnify and
hold harmless Second Party against and from any and all claims,
expenses, damages, and liability of any nature whatsoever (in-
cluding reasonable attorneys' fees and costs whether suit be
brought or not, and including such fees and costs arising from
appellate review) from any injury to persons or damage to prop-
erty arising in connection with the First Party's use of the
Retention Pond Area, except that First Party, its successors and
assigns, shall not be liable due to the acts or omissions of the
Second Party or Second Party's agents. By acceptance and use of
the Retention Pond Area, First Party shall be deemed bound by the
indemnification provisions herein.

10. **Mechanics' Liens.** No rights created herein to enter
upon the Easement Area shall permit or empower Second Party to
cumber the Easement Area or any other portion of the First
Party's Property with liens arising from the maintenance of the
Benefitted Property. No rights created herein to use the Reten-
tion Pond Area shall permit or empower First Party to encumber
the Retention Pond Area or any other portion of the Carder Road
right-of-way with liens arising from its use of the Retention
Pond Area.

11. **Rights Reserved.** The Easement rights granted herein
are non-exclusive in nature and are subject to all matters of
record. First Party shall have the right to use its property for
any purpose not inconsistent with the full use and enjoyment of
the rights granted herein in favor of Second Party, including
First Party's right to construct, install, and erect roadway
improvements, shrubbery, and other types of vegetation and
landscaping, use as recreation or open space, lighting, fences
and other similar improvements, so long as such improvements do
not obstruct, block, interfere or limit the County's use of the
Easement Area for the purposes herein granted. The rights and
privileges granted herein shall benefit all improvements now or hereafter located on the First Party’s and Second Party’s respective properties. Nothing contained herein shall restrict the First Party’s right to subdivide, develop, or have full use and benefit of the First Party’s Property and Easement Area so long as such use does not interfere with the access rights granted herein.

12. Parties Bound. By Second Party’s use of the Easement Area as described in this Agreement, Grantee shall be deemed to have accepted and be bound by the applicable provisions herein. By First Party’s use of the Retention Pond Area as described in this Agreement, First Party shall be deemed to have accepted and be bound by the applicable provisions herein.

13. Notices. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent certified mail, return receipt requested, postage prepaid, by U.S. Mail. Notices may also be sent by any reputable delivery service or overnight courier. The address for notices for each party hereto shall be as designated above, and addresses may be changed by written notice given in accordance with the terms of this Agreement.

14. Recovery of Attorneys’ Fees. In connection with any litigation initiated by either of the parties to this Agreement, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys’ fees, paralegal fees, and costs from the party not prevailing therein. In connection with any litigation initiated by third parties arising out of Second Party’s use of the Easement Area or First Party’s use of the Retention Pond Area, the payment of attorneys’ fees and costs shall be governed by the applicable indemnification provisions included in this Agreement.

15. Miscellaneous. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Orange County, Florida. This Agreement may only be modified, supplemented or revised in writing signed by the parties, or their successors or assigns, and any modification shall take effect only upon recordation in the Public Records of Orange County, Florida. Whenever used in this Agreement the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

16. Cumulative Remedies. No remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute.
17. No Dedication. Nothing contained herein shall create any rights in the general public.

IN WITNESS WHEREOF, the parties have caused the foregoing Agreement to be executed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

Karen E. Hilion
Name: Karen E. Hilion

Sally Bond Mann
Name: Sally Bond Mann

Karen E. Hilion
Name: Karen E. Hilion

Sally Bond Mann
Name: Sally Bond Mann

AMANTHA B. MUSSELWHITE, Individually and as Trustee

HELEN ANN BEAM, Individually and as Trustee

STATE OF FLORIDA )
COUNTY OF ORANGE ) SS:

On this day before me, a Notary Public duly authorized in the State and County aforesaid to take oaths and acknowledgments, personally appeared AMANTHA B. MUSSELWHITE, Individually and as Trustee, and HELEN ANN BEAM, Individually and as Trustee, who are personally known to me or who produced Florida Driver’s License and Florida Driver’s License as identification and who did not take oaths.

Dated this 21st day of August, 1992.

Sally Bond Mann
Signature of Notary Public
Print Name: Sally Bond Mann
Serial No. (if any) n/a
Commission Expires: 8-12-96

(Notary Stamp)

SALLY BOND MANN
My Commission Expires Aug. 12, 1996 Comm. No. CC 216659

-5-
DESCRIPTION: (WRITTEN BY SURVEYOR)

Commence at the northwest corner of the southeast 1/4 of Section 33, Township 21 South, Range 29 East, Orange County, Florida, run S.89°29'40" E along the north line of said southeast 1/4 a distance of 79.46 feet to the point of beginning; thence continue S.89°29'40" E along said north line 125.34 feet; thence run S.35°18'57" E 124.00 feet; thence N.89°24'12" E 24.04 feet to a point on the northerly right-of-way line of all American Boulevard (60' right-of-way) as recorded in O.R. 3385, page 132, said point being on a curve converging southeast and having a radius of 746.20 feet; thence run along said right-of-way line of all American Boulevard an arc distance of 430.07 feet through a central angle of 33°01'21" a chord bearing of S.39°42'31" W and a chord distance of 424.15 feet to a point on the easterly right-of-way line of Carder Road (60' right-of-way) as recorded in O.R. 643, page 424; thence run N.00°03'47" E along said easterly right-of-way line 344.50 feet; thence N.30°42'34" E 97.03 feet to the point of beginning.

Containing therein 54,619 square feet more or less.

NOTE:
THIS IS NOT A SURVEY.

LEGEND

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I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREBE WAS MADE IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA CH. 472.087 AND CH. 51:MH-6 F.A.C.

PREPARED BY:

Steven B. Swaggerty Date: 7-29-92
RES. LAND SURVEYOR NO 3764

SWAGGERTY LAND SURVEYING, INC.
1615 W. SECOND STREET
SANFORD, FLORIDA 32771
(407) 322-4630
SKETCH AND DESCRIPTION FOR: HELEN BEAM AND AMANTHA MUSSLEWHITE

DESCRIPTION OF WEXIVA CANAL:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF SECTION 33,
TOWNSHIP 21 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA. THENCE RUN
ALONG THE NORTH LINE OF SAID S.E. 1/4 S 89°23'40" E A DISTANCE
OF 2161' FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG
SAID NORTH LINE S 89°23'40" E A DISTANCE OF 57.85 FEET, THENCE
RUN S 30°42'34" W A DISTANCE OF 2147.73 FEET TO A POINT ON THE
WESTERLY RIGHT-OF-WAY OF CARDER ROAD AS RECORDED IN O.R. 843,
PAGE 478 (60' RIGHT-OF-WAY). THENCE RUN ALONG SAID WESTERLY RIGHT-
OF-WAY N 00°03'44" E A DISTANCE OF 38.09 FEET, THENCE RUN N 30°-
42'34" E A DISTANCE OF 102.24 FEET TO THE POINT OF BEGINNING
CONTAINS THEREIN 7,889 SQUARE FEET MORE OR LESS.

RIVERSIDE PARK ESTATES UNIT E
(PLAT BOOK W, PAGE 1/3)

WASHBURN DRIVE (30'R/W)

SCALE: 1" = 40'

DATE: 6-25-92

NOTE:
THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREBY WAS MADE IN ACCORDANCE TO THE
"MINIMUM TECHNICAL STANDARDS" FOR
LANDBAWING IN THE STATE OF
FLORIDA CH. 472.072 AND CH. 21:HN-6 FAC
PREPARED BY:

STEVE B. SWAGGERTY DATE: 6-25-92
REG LAND SURVEYOR NO. 3764

FILE NO. 197-92

SWAGGERTY LAND
SURVEYING, INC.
1810 W. SECOND STREET
SANFORD, FLORIDA 32771
(407) 322-4630
SKETCH AND DESCRIPTION FOR:
HELEN BEAM AND AMANTHA MUSSELWHITE
DESCRIPTION PARCEL D:

COMMENCE AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF SECTION 33,
TOWNSHIP 21 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA; THENCE RUN
ALONG THE NORTH LINE OF SAID S.E. 1/4, S 89° 29' 40" E A DISTANCE
OF 79.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG
SAID NORTH LINE S 89° 29' 40" E A DISTANCE OF 231.4 FEET; THENCE
RUN S 30° 42' 34" W A DISTANCE OF 142.42 FEET TO A POINT ON THE
EASTERLY RIGHT-OF-WAY OF CARDER ROAD AS RECORDED IN O.R. 643,
PAGE 424 (60' RIGHT-OF-WAY); THENCE RUN ALONG SAID EASTERLY RIGHT-
OF-WAY N 0003° 47" E A DISTANCE OF 39.23 FEET; THENCE RUN N 30°-
42' 34" E A DISTANCE OF 87.03 FEET TO THE POINT OF BEGINNING.
CONTAINS THEREIN 2,395 SQUARE FEET MORE OR LESS.

RIVERSIDE PARK ESTATES
UNIT 2
PLAT BOOK W, PAGE 112

WASHBURN DRIVE (30'R/W)
N LINE OF THE S.E. 1/4 OF SECTION 33-21-29
5.89° 29' 40" E 79.46' 231.4'

PARCEL D
30' 30'

NOTE:
THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON WAS MADE IN ACCORDANCE TO THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA CH. 472.027 AND CH 21: HH-6 FAC
PREPARED BY:

SWAGGERTY LAND SURVEYING, INC.
1819 E. SECOND STREET
SANFORD, FLORIDA 32771
(407) 322-4430

FILE NO. 169-92

EXHIBIT "3"

SCALE: 1" = 40'
DATE: 6-25-92
EXHIBIT "4"

SKETCH AND DESCRIPTION FOR:
HELEN BEAM AND AMANTHA MUSSELWHITE
DESCRIPTION OF FENCED AREA Lying IN THE SOUTH ¼ OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AND LYING WITHIN CARDER ROAD RIGHT-OF-WAY:
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 33, RUN S.00°03'47" W. ALONG THE WEST LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 216.00 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID WEST LINE RUN S.69°22'56" E. 32.04 FEET; THENCE S.00°03'47" W. 162.34 FEET; THENCE N.44°15'47" W. 64.40 FEET; THENCE N.06°46'19" E. 128.40 FEET TO THE POINT OF BEGINNING.
CONTAINING 5450 SQUARE FEET MORE OR LESS OR 0.1297 ACRES MORE OR LESS.

N

SCALE: 1" = 50'
DATE: 6-25-92

NOTE:
THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HERON WAS MADE IN ACCORDANCE TO THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA CH.472.027 AND CH.21:HM.8 F.A.C.
PREPARED BY:

SWAGGERTY LAND SURVEYING, INC.
1819 W. SECOND STREET
SANFORD, FLORIDA 32771
(407) 322-4430

FILE NO. 146-92

DATE: 6-25-92
REG. LAND SURVEYOR NO. 3764
EXHIBIT "D"
[TO RESOLUTION]
EXHIBIT "E"

NOTICE

Orange County gives Notice pursuant to Resolution No. ____, adopted by the County on ____________, 1992, that it has obtained all permits necessary to modify the existing retention pond located on the property described in Exhibit ____ attached hereto.

The vacation of the property described in Exhibit ____ attached hereto, as set forth in Orange County Resolution No. ____, is effective upon recordation of this Notice.

[Appropriate signature block to be prepared by Allison Yurko]