SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, March 24, 2026 **9:30 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Robert Bradley, Bread of Life Christian Church

III. AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Resolution recognizing the 2025-2026 Lake Mary High School Soccer Team as State Champions. **2026-0268**

2. Proclamation proclaiming April 2026 “Water Conservation Month” in Seminole County, FL. **2026-0269**

3. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management) -** Attending virtually **2026-0266**

IV. ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

V. CONSENT AGENDA

Florida law provides that members of the public shall be given a reasonable opportunity to be heard on propositions before the Board of County Commissioners, except when the Board is acting on emergency or ministerial matters or conducting a meeting exempt from the requirements of the Sunshine Law. Individuals shall be permitted three (3) minutes each for public participation, or six (6) minutes when the individual is an official representative of a formal association or group. The Chairman may modify the maximum time for public participation, at his sole discretion, when appropriate.

Public participation on quasi-judicial or other public hearing items will occur during the Board's consideration of those items this afternoon. Public participation on pending procurement matters or on non-agenda items shall not be permitted at this time. Members of the public desiring to make public comment must fill out a speaker form and present the form to staff. Forms are available in the lobby.

Public Comment (Consent Items Only)

Constitutional Officers – Consent Agenda (Item No. 4)

4. Expenditure Approval Lists dated February 11, 18, 25, and March 4, 2026; Payroll Approval Lists dated February 12 and 26, 2026; and BCC Official Minutes dated February 10 and 24, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** **2026-0254**

County Manager's Consent Agenda (Items No. 5 - 26)

Administrative Services

5. Approve and authorize the Chairman to execute Addendum A to Lease No. 2023-064 for the Supervisor of Elections which extends the current agreement through March 31, 2027 with two (2) renewal options of one (1) year each. The annual rent increase is $43,603.20 for a total of $327,024. District5 - Herr (**Stephen Koontz, Assistant County Manager)** **2026-0135**

6. Approve and authorize the Chairman to execute Third Amendment and Extension to Impower, Inc. Lease Agreement. The proposed Third Amendment and Extension to the lease agreement extends the lease for twenty (20) years with an additional five (5) year renewal option Rent remains at $1.00 per year with maturity date of April 12, 2046. District1 - Dallari (**Stephen Koontz, Assistant County Manager)** **2026-0247**

7. Approve and authorize the Chairman to execute a sidewalk easement in favor of the City of Longwood for their sidewalk project along S. Grant Street in Longwood. District4 - Lockhart **(Stephen Koontz, Assistant County Manager)** **2026-0167**

8. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #706 for a temporary construction easement necessary for the Slavia Road Improvement Project (219 ± SF in total) between Joanne P. Kingsland, as Trustee and Seminole County for $50,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District1 - Dallari **(Stephen Koontz, Assistant County Manager)** **2026-0249**

9. Award IFB-5095-26/LTT Fiber Optic Cables and Related Items to Anixter, Inc., at an estimated annual amount of $200,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Public Works **2026-0183**

10. Award RFP-5139-25/LTT Leased Books Program to Nubro, Inc. dba Brodart Co. at an estimated annual amount of $250,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Parks and Recreation **2026-0224**

Development Services

11. Approve the Final Plat for the Guava Hole Farms Subdivision containing one (1) lot on approximately 27.47 acres zoned A-5 (Rural), located on the north side of SR 46, east of Rest Haven Rd, more particularly known as 595 Rest Haven Rd, Geneva, FL; (Adam Nelson, Applicant) District 2 - Zembower (**Mike Rhodes, Interim Development Services Director**) **2026-0172**

12. Approve and authorize the Chairman to execute a Resolution vacating and abandoning a portion of a platted Drainage, Water, and Conservation Easement on Lot 11 of the Bear Gully Bay Subdivision recorded in Plat Book 33, Pages 55-57 of the Public Records of Seminole County, for property located on the east side of Kinsley Place, approximately ¼ mile south of Dodd Road, more particularly known as 3802 Kinsley Place, Winter Park, Florida; (Jennifer Cosgriff & Adam Holers, Applicants) District1 - Dallari **(Mike Rhodes, Interim Development Services Director)** **2026-0235**

13. Approve and authorize the Chairman to execute a Resolution vacating and abandoning two (2) platted utility easements located on Lot 38 and Lot 39 of the Wingfield North Partial Replat of Lots 38 & 39 as recorded in Plat Book 50, Page 72, of the Public Records of Seminole County, Florida, more particularly known as 2820 Jacana Ct, Longwood; (Craig and Olena Ratick, Applicants) District5 - Herr (**Mike Rhodes, Interim Development Services Director**) **2026-0173**

14. Approve and authorize the Chairman to execute a Resolution terminating and dissolving the U.S. Highway 17-92 Corridor Community Redevelopment Agency. Countywide **(Mike Rhodes, Interim Development Services Director)** **2026-0245**

15. Approve and authorize the Chairman to execute a Special Event Permit for the Seminole County Fair on Friday, March 27, 2026, through Sunday, April 5, 2026, located at 440 Hickman Drive, Sanford; (James E. Strates, Applicant). District5 - Herr **(Mike Rhodes, Interim Development Services Director)** **2026-0185**

Emergency Management

16. Approve and authorize the chairman to execute a Resolution for the renaming of Timbercove North to North Timbercove and renaming Timbercove South to South Timbercove. District3 - Constantine **(Alan Harris, Emergency Management Director)** **2026-0213**

Management and Budget

17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-024 in the Fire Protection Fund to transfer $5,835,849 of existing budget for the construction of Seminole County Fire Station 25 in Casselberry. District4 - Lockhart**(Timothy Jecks, Management & Budget Director)** Requesting Department - Fleet and Facilities Department **2026-0252**

18. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-025 in the Historical Commission Fund to appropriate revenue in the amount of $125,000 for the retrofit of building 302 to display the Bill Nygren carriage collection. District4 - Lockhart **(Timothy Jecks, Management & Budget Director)** Requesting Department - Parks and Recreation **2026-0253**

Office of Economic Development and Tourism

19. Approve and authorize the Chairman to execute a funding agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of $50,000.00 for the 2025/2026 Funding Agreement. Countywide **(Gui Cunha, Director, Economic Development & Tourism)** **2026-0203**

20. Approve and authorize the Chairman to execute an Arts Funding Agreement between Seminole County and Seminole Cultural Arts Council, Inc., in the amount of $98,881.60 for the 2025/2026 fiscal year. Countywide **(Gui Cunha, Economic Development and Tourism Director)** **2026-0208**

Parks and Recreation

21. Request Board approval to submit a grant application to the Florida Fish and Wildlife Conservation Commission for the Florida Boating Improvement Program (FBIP) requesting up to $315,000 for the Lake Jesup Boat Ramp Planning and Design Project; and authorize the County Manager or designee to execute all documents associated with the FBIP grant application. District2 - Zembower **(Rick Durr, Parks and Rec Director)** **2026-0257**

Public Works

22. Approve, or approve and propose amendments, to Seminole County's proportionate share of the Central Florida Commuter Rail Commission's tentative budget for FY26-27. Countywide. **(Tawny Olore, Public Works Director)** **2026-0258**

23. Approve and authorize the Chairman to execute an agreement for the Purchase of 0.79 Mitigation Credits for the Michigan Avenue Drainage Improvements Project in the amount of $94,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District5 - Herr **(Tawny Olore, Public Works Director).** **2026-0212**

24. Approve and authorize the Chairman to execute an agreement for the Purchase of 0.23 Mitigation Credits for the Old Mims Road and S Jungle Road Drainage Improvements Project in the amount of $27,600.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District2 - Zembower **(Tawny Olore, Public Works Director)** **2026-0220**

Utilities

25. Approve and authorize the Chairman to execute the State Revolving Fund Amendment 1 to Loan Agreement LS590220 - Seminole County. Countywide **(Johnny Edwards, Utilities Director)** **2026-0234**

26. Approve and authorize the Chairman to execute a Resolution authorizing the County Manager to execute the Loan application and apply for a Loan through the Clean Water State Revolving Fund program, to provide assurances required by the Loan application, and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the Loan application; and to approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-026 in the Water & Sewer Grant Fund to appropriate funding and recognize revenue in the amount of $5,342,266 for Phase I of the Hurricane Milton SRF Loan; and in the Water & Sewer Capital Improvement Fund to transfer $1,750,000 from Reserves for additional funding for WTP/WWTP Program Management. Countywide **(Johnny Edwards, Utilities Director)** **2026-0255**

VI. WORKSESSION

27. Work Session - Utilities Master Plan Final (with Holistic Water Policy) **(Johnny Edwards, Utilities Director and Kim Ornberg, Environmental Services Director)** **2026-0267**

Public Comment

VII. PUBLIC HEARING AGENDA

Accept Proofs of Publication

Ex Parte Disclosure

Public Hearings - Quasi - Judicial

28. **Chapman Rd Right-of-Way Vacate** - Adopt the Resolution vacating and abandoning a portion of right-of-way known as Chapman Rd, in the Slavia Colony Cos Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records of Seminole County, Florida, located approximately ¼ mile west of W SR 426, for property more particularly known as 1897 W Chapman Rd, Oviedo; (Shayne Heskin/ Echelon Constructors LLC, Applicant) District1 - Dallari **(Annie Sillaway, Principal Planner)** **2026-0237**

Applicant Comment

Public Comment

IIX. COUNTY ATTORNEY'S REPORT

IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS

X. DISTRICT COMMISSIONER REPORTS

District 2 - Commissioner Zembower

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 1 - Commissioner Dallari

District 5 - Chairman Herr

XI. CHAIRMAN'S REPORT

XII. PUBLIC COMMENT (Items not Related to the Agenda)

XIII. ADJOURN BCC MEETING

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7940.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7219. PERSONS ARE ADVISED THAT, IF THEY DECIDE TO APPEAL DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0268

Title:

Resolution recognizing the 2025-2026 Lake Mary High School Soccer Team as State Champions.

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING THE 2025-2026
LAKE MARY HIGH SCHOOL GIRLS SOCCER TEAM AS
FHSAA CLASS 7A STATE CHAMPIONS

WHEREAS, Seminole County proudly recognizes the outstanding achievements of its student-athletes and the positive representation they bring to the community through excellence in competition; and

WHEREAS, the Lake Mary High School Rams Girls Soccer Team achieved a historic milestone by winning the Florida High School Athletic Association (FHSAA) Class 7A State Soccer Championship in 2026, marking back-to-back state titles; and

WHEREAS, the Rams secured their championship in a thrilling contest against Cypress Bay, winning by a final score of 4-3 in a dramatic match decided by penalty kicks; and

WHEREAS, the Lake Mary High School Soccer Team overcame adversity and demonstrated resilience, determination, and composure under pressure, exemplifying the highest ideals of sportsmanship, teamwork, and competitive spirit; and

WHEREAS, the team's success reflects the leadership of Head Coach Christian Eissele, whose commitment to excellence, character development, and community pride has played a pivotal role in the program's historic achievement; and

WHEREAS, the championship reflects the dedication of the coaching staff, student-athletes, families, school administrators, and supporters whose collective efforts contributed to this remarkable season; and

WHEREAS, this remarkable achievement has brought significant recognition to Seminole County and serves as an inspiration to young athletes throughout the community to pursue excellence both on and off the field, and is worthy of special recognition and commendation.

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby congratulate the Lake Mary High School Girls Soccer Team for winning the 2025-2026 FHSAA Class 7A State Championship and extend sincere congratulations to the players, coaches, families, and supporters for their historic accomplishment.

ADOPTED this 24th day of March 2026

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Andria Herr, Chairman
Seminole County Board of County Commissioners

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771 1468

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2026-0269

Title:

Proclamation proclaiming April 2026 “Water Conservation Month” in Seminole County, FL.

PROCLAMATION
OF THE
SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2026
WATER CONSERVATION MONTH
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts, and Seminole County are working together to increase awareness about the importance of water conservation; and

WHEREAS, Seminole County and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Seminole County has always encouraged and supported water conservation, through educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water, thereby promoting a healthy economy and community; and

WHEREAS, outdoor irrigation comprises a large portion of water use, and Seminole County will encourage citizens and businesses to focus on improving outdoor irrigation efficiency in support of water conservation efforts.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim April 2026 as

WATER CONSERVATION MONTH

in Seminole County, Florida.

ADOPTED this 24th day of March 2026

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Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0266

Title:

County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management) -** Attending virtually

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0254

Title:

Expenditure Approval Lists dated February 11, 18, 25, and March 4, 2026; Payroll Approval Lists dated February 12 and 26, 2026; and BCC Official Minutes dated February 10 and 24, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

Detailed reports are attached. Listing of "Received and Filed" documents is for information only.

Requested Action:

Approve Expenditure Approval Lists dated February 11, 18, 25, and March 4, 2026; Payroll Approval Lists dated February 12 and 26, 2026; and BCC Official Minutes dated February 10 and 24, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
MARCH 24, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated February 11, 18, 25, and March 4, 2026; and Payroll Approval Lists dated February 12 and 26, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated February 10 and 24, 2026.

B. RECEIVED AND FILED LISTING (For Information Only)

1 AD AND AFFIDAVIT FOR THE RE-OPENING OF THE MINOR HOME REPAIR PROGRAM FROM COMMUNITY SERVICES
2 AMDMT #1 TO W.O. #1 TO PS-5567-24/ARDURRA GROUP
3 AMDMT #1 TO W.O. #30 TO PS-4968-23/CIVIL SITE ENGINEERING
4 AMDMT #1 TO W.O. #8 TO PS-4272-22/GAI CONSULTANTS
5 AMDMT #16 TO W.O. #2 TO PS-1405-17/JOHNSON MIRMIRAN & THOMPSON
6 AMDMT #2 TO W.O. #1 TO CC-6191-24/QUALITY PLUS RECONSTRUCTION
7 AMDMT #2 TO W.O. #10 TO PS-4468-22/ARDAMAN & ASSOCIATES
8 AMDMT #2 TO W.O. #2 TO CC-6191-24/QUALITY PLUS RECONSTRUCTION
9 AMDMT #2 TO W.O. #3 TO CC-6191-24/QUALITY PLUS RECONSTRUCTION
10 AMDMT #2 TO W.O. #64 TO PS-1822-18/AECOM TECHNICAL SERVICES
11 AMDMT #3 TO W.O. #2 TO PS-3214-20/HDR ENGINEERS
12 AMDMT #5 TO W.O. #50 TO PS-1822-18/CPH CONSULTING
13 AMDMT #6 TO W.O. #79 TO PS-1822-18/CAROLLO ENGINEERS
14 APPROVAL D.O. #25-30000101/ALVAREZ/613 MIMOSA TER
15 APPROVAL D.O. #25-30000102/MAYS/5724 MICHELLE LN
16 APPROVAL D.O. #25-30000103/GARDNER/LOT 76 EMMETT AVE
17 APPROVAL D.O. #25-30000104/MORAN/194 PINE ST
18 APPROVAL D.O. #25-30000107/CENTRAL FLORIDA EQUITY BUILDER/LOT 17-19 2ND ST
19 APPROVAL D.O. #25-30000108/PERSAUD/LOT 2 ALEXANDER AVE
20 APPROVAL D.O. #25-30000109/DYER/2872 N. MORNINGSIDE CT
21 APPROVAL D.O. #25-30000113/DONOGHUE/317 SOUTH ST
22 APPROVAL D.O. #25-30000114/FEIGHERY/907 SPRING VALLEY RD
23 APPROVAL D.O. #25-30000116/AIRIAVBERE/653 LA SALLE DR
24 APPROVAL D.O. #25-30000118/CUNNIGHAM/2905 PINE KNOB LN
25 APPROVAL D.O. #25-30000120/PATTERSON/1604 MANOR WOODS WAY
26 APPROVAL D.O. #25-30000121/EPPS FARMER/7007 MONTEREY CYPRESS TRL
27 APPROVAL D.O. #25-30000122/BRIGGS/270 PROMENADE CIR
28 APPROVAL D.O. #25-30000124/KEY/1200 LAKE MARKHAM RD
29 ASSIGNMENT AND FIRST AMDMT TO IFB-604756-24/FROM INTEGRITY ROOFING & GUTTERS TO RELIANT ROOFING

30 ASSIGNMENT AND FOURTH AMDMT TO PS-1920-18/FROM CONSOR ENGINEERS TO CONSOR NORTH AMERICA
31 ASSOCIATE TENNIS PRO AGRMT/RAUL RODRIGUEZ
32 BILL OF SALE/WJAGH INVESTMENTS/I4 INDUSTRIAL PARK LOT 7
33 BOND RELEASE/MAINT BOND #EACX4016993/$23,826.14/EASTGROVE AKA CAMERON HEIGHTS VILLAGE B
34 BOND RELEASE/MAINT BOND #EACX4016994/$185,928.97/EASTGROVE AKA CAMERON HEIGHTS VILLAGE B
35 BOND RELEASE/MAINT BOND #SEHNSU0546744/$205,590.01/CAMERON HEIGHTS VILLAGE C-1/BROCKMAN SITE DEVELOPMENT
36 BOND RELEASE/MAINTENANCE BOND #NFL2818(M)/$84,191.50/SOLDIERS CREEK PARKING LOT/CENTRAL FL ENVIRONMENTAL CORP.
37 BOND RELEASE/PERFORMANCE BOND #612424995/$329,229.90/RECORDING OF PLATS/ESTATES AT LAKE JESUP (SOUTH)
38 C.O. #1 TO CC-5306-23/L7 CONSTRUCTION
39 C.O. #1 TO CC-5901-24/RAK CONSTUCTION
40 C.O. #1 TO CC-6647-25/J&J ALL INCLUSIVE SERVICES
41 C.O. #16 TO CC-4638-22/CIC CONSTRUCTION GROUP (ICW ITEM #8 ON 01-13-26 BCC)
42 C.O. #2 TO CC-5306-23/L7 CONSTRUCTION
43 C.O. #3 TO CC-6021-24/R&M SERVICE SOLUTIONS
44 C.O. #6 TO CC-5744-24/MASCI GENERAL CONTRACTOR
45 CASH MAINTENANCE BOND (W&S)/$3,148/I4 INDUSTRIAL PARK 4TH SECTION LOT 7/AND ESCROW AGRMT W/WJAGH INVESTMENTS
46 CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/AMERICAN MUSLIM SOCIAL SERVICES (AS APPROVED BY THE BCC 07-22-2025)
47 CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/CATHOLIC CHARITIES OF CENTRAL FLORIDA (AS APPROVED BY THE BCC 07-22-2025)
48 CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/HOPE HELPS (AS APPROVED BY THE BCC 7-22-25)
49 CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/LIFEBOAT PROJECT-BREAKWATER CENTER FOR WOMEN AND CHILDREN (AS APPROVED BY THE BCC 07-22-2025)
50 CDBG PROGRAM SUBRECIPIENT AGRMT PY 2025-2026/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION AKA SAFEHOUSE OF SEMINOLE (AS APPROVED BY THE BCC 07-22-2025)
51 CDBG SUBRECIPIENT AGRMT PY 2025-2026/CENTRAL FLORIDA FAMILY HEALTH CENTER DBA TRUE HEALTH (AS APPROVED BY THE BCC 07-22-2025)
52 CDBG SUBRECIPIENT AGRMT PY 2025-2026/FRIENDS OF CHILDREN AND FAMILIES (AS APPROVED BY THE BCC 07-22-2025)
53 CDBG SUBRECIPIENT AGRMT PY 2025-2026/SENIORS FIRST (AS APPROVED BY THE BCC 07-22-2025)
54 CDBG SUBRECIPIENT AGRMT PY 2025-2026/THE CHRISTIAN SHARING CENTER (AS APPROVED BY THE BCC 07-22-2025)

55 CLOSEOUT TO CC-5513-24/SOUTHERN DEVELOPMENT & CONSTRUCTION
56 CLOSEOUT TO CC-5761-24/CENTRAL FLORIDA ENVIRONMENTAL CORP (CFE)
57 CLOSEOUT TO W.O. #51 TO CC-3563-21/CARR & COLLIER
58 CONTINUUM OF CARE (COC) GRANT CLOSEOUT AGRMT #FL0307L4H072315/$761,567/HUD (NFEX)
59 DENIAL D.O. #25-30000110/5651 DEER PATH LN/LETTIERI
60 ESG SUBRECIPIENT AGRMT PROGRAM YR 2025-2026/RECOVERY HOUSE OF CENTRAL FL (AS APPROVED BY THE BCC 07-22-2025)
61 ESG SUBRECIPIENT AGRMT PROGRAM YR 2025-2026/SEM CO VICTIMS RIGHTS COALITION (AS APPROVED BY THE BCC 7-22-25)
62 ESG SUBRECIPIENT AGRMT PY 2025-2026/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA (AS APPROVED BY THE BCC 07-22-2025)
63 FIRST AMDMT TO IFB-604668-23/THE NEW FLORIDA INDUSTRIAL ELECTRIC
64 FIRST AMDMT TO RFQ-604307-22/HARRELLS
65 FPSC ORDER #PSC-2026-0052-TRF-GU ISSUED 2/23/26
66 INTERLOCAL AGRMT (ILA) FOR APPROPRIATION OF POOLED OPIOID SETTLEMENT FUNDS TOWARDS EMS RESPONSE/LAKE MARY, LONGWOOD, OVIEDO, SANFORD (AS APPROVED BY THE BCC 6-25-24)
67 MEMORANDUM OF AGRMT (MOA) FOR MINOR REVISIONS TO COUNTY AND CITY UTILITY SERVICE AREA/CITY OF SANFORD
68 MOU FOR TEMPORARY AUTHORITY TO ISSUE BUILDING PERMITS (403 VIRGINAI AVE)/CITY OF SANFORD
69 NATURAL LANDS CONTRACT FOR SERVICES/CHLOE TOMLINSON
70 NATURAL LANDS CONTRACT FOR SERVICES/JESSICA YATES
71 NATURAL LANDS CONTRACT FOR SERVICES/JODY MASK
72 NATURAL LANDS CONTRACT FOR SERVICES/LISA RIBARIC
73 NATURAL LANDS CONTRACT FOR SERVICES/NATALIA KNAPP-SEALE
74 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE CERTIFICATE/CONTAINER RENTAL COMPANY, INC
75 NON-EXCLUSIVE FRANCHISE FOR THE COLLECTION OF COMMERCIAL SOLID WASTE CERTIFICATE/WASTE PRO OF FLORIDA
76 PARKS CONTRACT FOR SERVICES/MYREN WAYNE LARSON
77 PARKS CONTRACT FOR SERVICES/VIRGINIA TOLEDO
78 PS-6745-25 ARCHITECTURAL AND ENGINEERING SERVICES FOR MEDICAL EXAMINERS OFFICE AGRMT/JL2 ARCHITECTURE (RANKING LIST APPROVED BY THE BCC 12-9-25)
79 RENEWAL #1 TO IFB-604483-22/KEPT COMPANIES DBA FLEETWASH
80 RENEWAL #1 TO IFB-604483-22/LAMPHIER & COMPANY
81 RENEWAL #1 TO IFB-604500-23/LIFE-ASSIST
82 RENEWAL #1 TO PS-4431-22/ITERIS
83 RENEWAL #1 TO PS-4649-22/SONG AND ASSOCIATES
84 RENEWAL #1 TO RFP-604378-22/PETROTECH SOUTHEAST
85 RENEWAL #1 TO RFP-604473-22/ALTAMONTE HOSPITALITY DBA HILTON ALTAMONTE

86 RENEWAL #2 TO RFQ-604307-22/HARRELLS LLC
87 RENEWAL #4 TO IFB-603724-20/PREMIER LAWN MAINTENANCE
88 RENEWAL #4 TO RFP-602697-16/BRIGHTVIEW LANDSCAPE SERVICES
89 RESEARCH SERVICES AGRMT (H2OSAV SOFTWARE)/UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
90 SECOND AMDMT TO IFB-604644-23/CLARKE MOSQUITO CONTROL PRODUCTS
91 SECOND AMDMT TO RFP-604655-23/GOVERNMENT JOBS DBA NEOGOV
92 SIXTH AMDMT TO IFB-604596-23/WASTE PRO OF FLORIDA
93 TENNIS DEVELOPMENTAL INSTRUCTOR AGRMT/RASHAAD HYNDMAN
94 TOURIST TAX FUNDING AGRMT/FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATION/MARCH 50S, 65S, AND 74S
95 TOURIST TAX FUNDING AGRMT/FLORIDA PGF/FLORIDA PGF EMERALD
96 TOURIST TAX FUNDING AGRMT/SPRING BREAK SPORTS/SPRING BREAK TENNIS
97 TOURIST TAX FUNDING AGRMT/SUNSHINE STATE DIAMOND SPORTS/MARUCCI RCKLESS SERIES AND RIPKEN NATIONALS QUALIFIER
98 TOURIST TAX FUNDING AGRMT/THE DISTRICT BOARD OF TRUSTEES OF SEMINOLE STATE COLLEGE OF FLORIDA/2026 COURTNEY MILLER INVITATIONAL
99 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF ELITE MADNESS/CF BE ORIGINAL
100 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF ELITE SEMINOLE CHALLENGE/CF BE COURAGEOUS
101 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF MEMORIES BEING MADE
102 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF SEMINOLE BLAST
103 W.O. #1 TO PS-6548-25/CHARLES PERRY PARTNERS
104 W.O. #12 TO PS-5946-24/CHA CONSULTING
105 W.O. #13 TO PS-5946-24/JACOBS ENGINEERING GROUP
106 W.O. #17 TO PS-4468-22/TIERRA
107 W.O. #2 TO PS-6230-24/COLLAGE COMPANIES
108 W.O. #20 TO PS-6032-24/SCORPIO
109 W.O. #21 TO PS-6032-24/SCORPIO
110 W.O. #22 TO PS-6032-24/MCCREE DESIGN BUILDERS
111 W.O. #3 TO PS-3533-21/GAI CONSULTANTS
112 W.O. #37 TO PS-4968-23/CIVIL SITE ENGINEERING
113 W.O. #60 TO CC-3563-21/SOUTHLAND CONSTRUCTION
114 W.O. #61 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP
115 W.O. #71 TO PS-2826-20/PEGASUS ENGINEERING

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/5/26 Through 2/11/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 3,450,988.68
00103	NATURAL LAND ENDOWMENT FUND	1,895.00
00108	FACILITIES MAINTENANCE FUND	142,546.79
00111	TECHNOLOGY REPLACEMENT FUND	29,576.14
00112	MAJOR PROJECTS FUND	145,811.96
00113	COUNTYWIDE UTILITIES	61,601.48
00115	COURT PROGRAM FUND	50.00
10101	TRANSPORTATION TRUST FUND	13,033.94
10102	MASS TRANSIT FUND	3,169,432.80
10103	SUNRAIL OPERATIONS	19,847.50
10400	BUILDING PROGRAM	100,520.00
11000	TOURISM PARKS 1,2,3 CENT FUND	2,399,052.11
11200	FIRE PROTECTION FUND	225,236.73
11400	COURT SUPP TECH FEE (ARTV)	3,650.01
11500	1991 INFRASTRUCTURE SALES TAX	4,942.33
11560	2014 INFRASTRUCTURE SALES TAX	640,956.19
11901	COMMUNITY DEVELOPMEN BLK GRANT	32,000.00
11902	HOME PROGRAM GRANT	10,000.00
11905	COMMUNITY SVC BLOCK GRANT	8,976.80
11919	COMMUNITY SVC GRANTS	110.00
11930	RESOURCE MANAGEMENT GRANTS	19,484.00
12024	SHIP AFFORDABLE HOUSING 23/24	73,322.86
12303	OPIOID SETTLEMENT	23,869.85
12500	EMERGENCY 911 FUND	3,512.17
12606	MOBILITY FEE CORE DISTRICT	6,194.07
15000	MSBU STREET LIGHTING	98,974.97
16080	MSBU E CRYSTAL CHAIN OF LAKES	45.68
40100	WATER AND SEWER FUND	1,288,871.70
40108	WATER & SEWER CAPITAL IMPROVEM	219,352.89
40110	WATER AND SEWER - GRANTS	14,573.35
40201	SOLID WASTE FUND	814,542.29
50100	PROPERTY LIABILITY FUND	11,469.00
50200	WORKERS COMPENSATION FUND	70,477.18
50300	HEALTH INSURANCE FUND	17,215.81
60308	ADULT DRUG COURT	718.56
TOTAL REPORT		$ 13,122,852.84

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
FEBRUARY 11, 2026

CHECK SEQUENCE: CK # 987917-988172
ACH SEQUENCE: ACH # 233-245

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 24 DAY OF MARCH, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/12/26 Through 2/18/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 3,482,492.71
00103	NATURAL LAND ENDOWMENT FUND	465.00
00108	FACILITIES MAINTENANCE FUND	21,655.00
00111	TECHNOLOGY REPLACEMENT FUND	3,279.46
00112	MAJOR PROJECTS FUND	43,590.00
00113	COUNTYWIDE UTILITIES	15,510.15
00115	COURT PROGRAM FUND	125.00
10101	TRANSPORTATION TRUST FUND	7,213.63
10400	BUILDING PROGRAM	645.80
11001	TOURISM SPORTS 4 & 6 CENT FUND	174.96
11200	FIRE PROTECTION FUND	45,809.80
11400	COURT SUPP TECH FEE (ARTV)	48,296.43
11560	2014 INFRASTRUCTURE SALES TAX	944,318.96
11904	EMERGENCY SHELTER GRANTS	8,323.70
11905	COMMUNITY SVC BLOCK GRANT	3,245.00
11916	PUBLIC WORKS GRANTS	158,820.79
11919	COMMUNITY SVC GRANTS	68,366.17
11930	RESOURCE MANAGEMENT GRANTS	880.00
12023	SHIP AFFORDABLE HOUSING 22/23	19,780.00
12024	SHIP AFFORDABLE HOUSING 23/24	215,323.03
12101	LAW ENFORCEMENT TST-LOCAL	110.00
12303	OPIOID SETTLEMENT	79,517.35
12500	EMERGENCY 911 FUND	1,228.33
15000	MSBU STREET LIGHTING	95,525.41
16000	MSBU PROGRAM	219.07
16005	MSBU MILLS (LM/AWC)	262.82
16007	MSBU AMORY (LM/AWC)	242.41
16013	MSBU HOWELL CREEK (LM/AWC)	77.48
16020	MSBU HORSESHOE (LM/AWC)	94.15
16021	MSBU MYRTLE (LM/AWC)	255.15
16023	MSBU SPRING WOOD LAKE (LM/AWC)	101.80
16024	MSBU LAKE OF THE WOODS(LM/AWC)	510.89
16025	MSBU MIRROR (LM/AWC)	237.65
16026	MSBU SPRING (LM/AWC)	383.17
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	115.99
16028	MSBU BURKETT (LM/AWC)	110.20
16030	MSBU SWEETWATER COVE (LM/AWC)	989.66
16031	MSBU LAKE ASHER AWC	322.48
16033	MSBU GRACE LAKE (LM/AWC)	305.56
16035	MSBU BUTTONWOOD POND (LM/AWC)	46.25
16036	MSBU HOWELL LAKE (LM/AWC)	1,263.51
16037	MSBU LK LINDEN (LM/AWC)	230.91
16040	MSBU TWIN LAKES (LM)	297.65
16073	MSBU SYLVAN LAKE (AWC)	722.85
16077	MSBU LITTLE LK HOWELL/TUSK	222.70
16080	MSBU E CRYSTAL CHAIN OF LAKES	1,035.94
32100	NATURAL LANDS/TRAILS	1,559.12
40100	WATER AND SEWER FUND	443,412.85
40108	WATER & SEWER CAPITAL IMPROVEM	155,995.82
40201	SOLID WASTE FUND	203,370.09
50200	WORKERS COMPENSATION FUND	43,540.06
50300	HEALTH INSURANCE FUND	3,015,993.27
60308	ADULT DRUG COURT	150.00
TOTAL REPORT		$ 9,136,766.18

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
FEBRUARY 18, 2026

CHECK SEQUENCE: CK # 988173-988470
ACH SEQUENCE: ACH # 246-254

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 24 DAY OF MARCH, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/19/26 Through 2/25/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 621,982.15
00103	NATURAL LAND ENDOWMENT FUND	637.00
00108	FACILITIES MAINTENANCE FUND	570.00
00111	TECHNOLOGY REPLACEMENT FUND	227,521.04
00112	MAJOR PROJECTS FUND	6,602.95
00113	COUNTYWIDE UTILITIES	118,611.16
10101	TRANSPORTATION TRUST FUND	21,813.64
10102	MASS TRANSIT FUND	459,878.98
11000	TOURISM PARKS 1,2,3 CENT FUND	790.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	50,035.00
11200	FIRE PROTECTION FUND	175,718.00
11400	COURT SUPP TECH FEE (ARTV)	106.94
11541	2001 INFRASTRUCTURE SALES TAX	196,882.21
11560	2014 INFRASTRUCTURE SALES TAX	1,507,094.85
11641	PUBLIC WORKS-INTERLOCAL AGREEM	102,912.36
11901	COMMUNITY DEVELOPMEN BLK GRANT	3,333.33
11902	HOME PROGRAM GRANT	666.67
11904	EMERGENCY SHELTER GRANTS	2,111.40
11905	COMMUNITY SVC BLOCK GRANT	4,263.92
11909	MOSQUITO CONTROL GRANT	52,588.56
11916	PUBLIC WORKS GRANTS	42,421.52
11919	COMMUNITY SVC GRANTS	1,475.07
11932	MISCELLANEOUS GRANTS	5,000.00
12024	SHIP AFFORDABLE HOUSING 23/24	19,432.30
12025	SHIP AFFORDABLE HOUSING 24/25	7,800.00
12026	SHIP AFFORDABLE HOUSING 25/26	1,750.00
12500	EMERGENCY 911 FUND	19,508.00
12601	ARTERIAL IMPACT FEE (12-31-21)	117,467.39
12608	MOBILITY FEE SUBURBAN EAST DIS	2,932.39
13100	ECONOMIC DEVELOPMENT	122,957.50
15000	MSBU STREET LIGHTING	179.77
16000	MSBU PROGRAM	30.00
32300	FIVE POINTS DEVELOPMENT FUND	31,336.92
40100	WATER AND SEWER FUND	1,048,803.26
40108	WATER & SEWER CAPITAL IMPROVEM	547,115.31
40201	SOLID WASTE FUND	47,278.21
50100	PROPERTY LIABILITY FUND	46,822.05
50200	WORKERS COMPENSATION FUND	1,779.37
50300	HEALTH INSURANCE FUND	4,404.25
TOTAL REPORT		$ 5,622,613.47

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
FEBRUARY 25, 2026

CHECK SEQUENCE: CK # 988471-988717
ACH SEQUENCE: ACH # 255-272

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 24 DAY OF MARCH, 2026.

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Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 2/26/26 Through 3/4/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 19,001,101.49
00103	NATURAL LAND ENDOWMENT FUND	625.87
00108	FACILITIES MAINTENANCE FUND	117,536.71
00109	FLEET REPLACEMENT FUND	66,217.14
00111	TECHNOLOGY REPLACEMENT FUND	5,750.00
00112	MAJOR PROJECTS FUND	35,000.00
00113	COUNTYWIDE UTILITIES	95,890.03
00115	COURT PROGRAM FUND	6,497.59
10101	TRANSPORTATION TRUST FUND	427,901.00
10400	BUILDING PROGRAM	5,675.00
11000	TOURISM PARKS 1,2,3 CENT FUND	2,597.90
11001	TOURISM SPORTS 4 & 6 CENT FUND	4,495.00
11200	FIRE PROTECTION FUND	76,138.35
11400	COURT SUPP TECH FEE (ARTV)	3,284.55
11560	2014 INFRASTRUCTURE SALES TAX	494,935.32
11901	COMMUNITY DEVELOPMEN BLK GRANT	7,912.81
11902	HOME PROGRAM GRANT	52,134.94
11916	PUBLIC WORKS GRANTS	512,198.16
11919	COMMUNITY SVC GRANTS	4,773.84
11930	RESOURCE MANAGEMENT GRANTS	26,579.66
12024	SHIP AFFORDABLE HOUSING 23/24	201,777.57
12500	EMERGENCY 911 FUND	1,791.89
15000	MSBU STREET LIGHTING	5,612.88
15100	MSBU RESIDENTIAL SOLID WASTE	1,403,825.02
16000	MSBU PROGRAM	465.37
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	1,900.00
32300	FIVE POINTS DEVELOPMENT FUND	56,384.12
40100	WATER AND SEWER FUND	178,567.53
40108	WATER & SEWER CAPITAL IMPROVEM	207,397.61
40201	SOLID WASTE FUND	337,174.03
50100	PROPERTY LIABILITY FUND	3,195.00
50200	WORKERS COMPENSATION FUND	73,430.52
50300	HEALTH INSURANCE FUND	1,280,036.32
TOTAL REPORT		$ 24,698,803.22

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
MARCH 4, 2026

CHECK SEQUENCE: CK # 988718-988933
ACH SEQUENCE: ACH # 273-291

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 24 DAY OF MARCH, 2026.

_____
Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 02/12/2026
Biweekly Payroll Ending: 02/07/2026

Check Numbers: **163262 – 163273**
Voided Check Number: N/A

Net Expenditure Total: **$3,349,192.12**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 24 day of March 2026.

_____
Chairman

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SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 02/26/2026
Biweekly Payroll Ending: 02/21/2026

Check Numbers: **163274 – 163287**
Voided Check Number: N/A

Net Expenditure Total: **$3,525,888.00**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 24th day of March, 2026.

_____
Chairman

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COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0135

Title:

Approve and authorize the Chairman to execute Addendum A to Lease No. 2023-064 for the Supervisor of Elections which extends the current agreement through March 31, 2027 with two (2) renewal options of one (1) year each. The annual rent increase is $43,603.20 for a total of $327,024. District5 - Herr (**Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services-Real Estate

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

On May 12, 2024, the Board approved Commercial Lease No. 2023-064 with the Sanford Airport Authority to provide a total of 18,168 square feet of lease space for the Supervisor of Elections. The lease commenced on April 1, 2024 through March 31, 2026 with three (3) renewal options of one (1) year each.

The proposed Addendum A to Lease No. 2023-064 extends the current agreement through March 31, 2027 with two (2) renewal options of one (1) year each. The Landlord will continue to pay for exterior maintenance while County will continue to pay for utilities and all interior maintenance. County has taken on expenses for pest control, janitorial services and HVAC maintenance services. Lease rate is set to increase from $15.60/SF to $18.00/SF resulting in an increase in monthly rent of $3,633.60 or $43,603.20/year.

The budget for this item is in account business unit #010531.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute Addendum A

to Lease No. 2023-064 for the Supervisor of Elections which extends the current agreement through March 31, 2027 with two (2) renewal options of one (1) year each.

ADDENDUM A TO LEASE NO. 2023-064

Lease No. 2023-064, between the **SANFORD AIRPORT AUTHORITY** ("Lessor") and **SEMINOLE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**("Lessee"), dated April 1, 2024, is hereby extended through midnight on March 31, 2027, exercising one (1) additional one-year term, with two (2) remaining one-year options still available. The Lease shall continue under the same terms and conditions set forth therein, subject to the following modifications:

Section 1.9. **BASE RENT** is changed to read:

LESSEE agrees to pay to the LESSOR as rent for the use of the demised premises and facilities, for and during the first extended Lease term (04/1/2026-03/31/2027), the following amounts:

Building 533

18,168 SF

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
04/01/2026-03/31/2027	$18.00	$ 27,252.00	$ 327,024.00

Base Rent amounts shown above do not include applicable sales tax, which will be paid by Tenant together with payments of Base Rent as set forth above.

This Addendum A is to be affixed to and become a permanent part of Lease No. 2023-064 between the **SANFORD AIRPORT AUTHORITY** and the **SEMINOLE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.**

FOR THE LESSOR

SANFORD AIRPORT AUTHORITY

_____ By_____
Witness Chairman

_____ Attest_____
Witness President/CEO

_____
Date

FOR THE LESSEE

ATTEST: **BOARD OF COUNTY COMMISSIONERS**
SEMINOLE COUNTY, FLORIDA

_____ By: _____
GRANT MALOY ANDRIA HERR, Chairman
Clerk to the Board of
County Commissioners of
Seminole County, Florida. Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2026, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

PREPARED FOR:

SAA

rent analysis - mkt for SOE

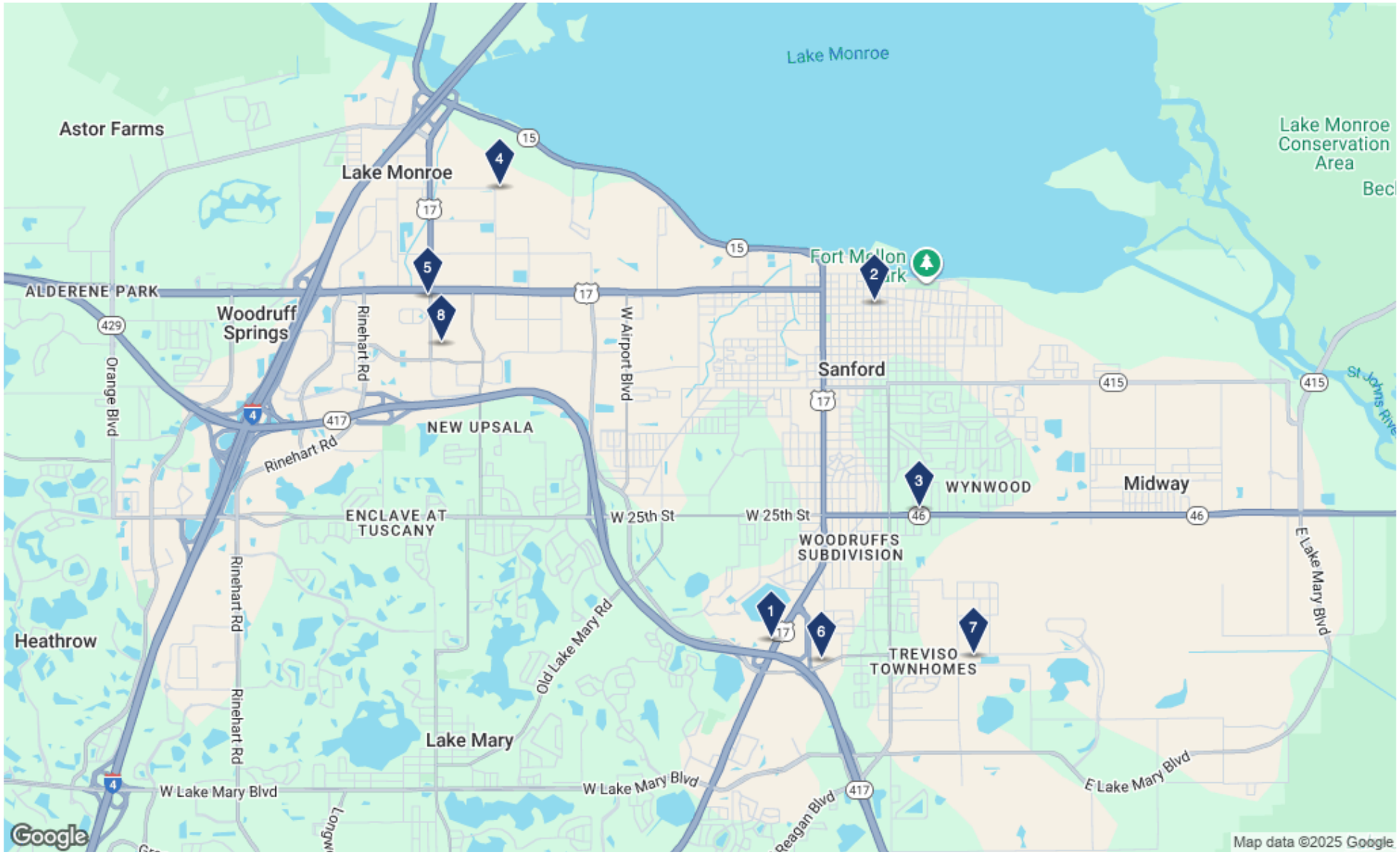
12/4/2025

PREPARED BY:

NAI Realvest
1800 Pembrook Dr, Suite 350
Orlando, FL 32810

Paul P. P. Partyka, CCIM , CIPS, ICSC, NAR
Partner-NAI Realvest; Founder-The Partyka Group
(407) 875-9989 (phone)
(407) 875-3137 (fax)
ppartyka@realvest.com

Property Map Overview



1 2910 S Orlando Ave

Sanford, Florida 32773 (Seminole County) - Sanford Submarket

★★☆☆☆

Office

Property Summary

RBA (% Leased)	20,680 SF (0.0%)	Tenancy	Single
Built	1974	Available	10,340 - 20,680 SF
Stories	2	Max Contiguous	20,680 SF
Elevators	1 passenger	Asking Rent	Withheld
Typical Floor	10,340 SF		
Parking Spaces	6.82/1,000 SF; 141 Surface Spaces; Covered Spaces Available		

Leasing Companies:
Colliers: Matthew McKeever (407) 927-2006, Rick Solik (407) 529-5908

2 203 E 3rd St - Westerfield Building

Sanford, Florida 32771 (Seminole County) - Sanford Submarket

★★☆☆☆

Office

Property Summary

RBA (% Leased)	4,930 SF (86.8%)	Tenancy	Multiple
Built	1974	Available	650 SF
Stories	2	Max Contiguous	650 SF
Elevators	None	Asking Rent	$21.00 SF/Year/NNN
Typical Floor	2,465 SF		
Parking Spaces	4.06/1,000 SF; 20 Surface Spaces; Covered Spaces Available		

Primary Leasing Company:
Collison Capital: Taylor Collison (407) 462-1532

3 806 E 25th St

Sanford, Florida 32771 (Seminole County) - Sanford Submarket

★★☆☆☆

Office

Property Summary

RBA (% Leased)	2,037 SF (0.0%)	Available	2,037 SF
Built/Renovated	1952/1988	Max Contiguous	2,037 SF
Stories	1	Asking Rent	$20.62 SF/Year/NNN
Typical Floor	2,037 SF	For Sale	$450,000 ($220.91/SF)
Parking Spaces	3.44/1,000 SF; Covered Spaces Available; 7 Surface Spaces		

Primary Leasing Company:
Diversified Realty Holdings: James Broadus (321) 439-0753

4 644 Trestle Pt

Sanford, Florida 32771 (Seminole County) - Seminole County Submarket

★★★☆☆

Warehouse

Property Summary

RBA (% Leased)	27,000 SF (93.2%)	Asking Rent	$18.00 SF/Year/MG
Built	2019	Clear Height	18'
Tenancy	Multiple	Drive Ins	2 total
Available	1,850 SF	Docks	1 exterior
Max Contiguous	1,850 SF	Levelers	None

Primary Leasing Company:
CRE Advisors LLC: WM. Tyler Doggett (407) 496-1081, David Hammett (407) 865-0468

5 1256-1280 Upsala Rd - Legacy Park

Sanford, Florida 32771 (Seminole County) - Sanford Submarket

★★★☆☆

Office

Property Summary

RBA (% Leased)	23,700 SF (83.2%)	Tenancy	Multiple
Built/Renovated	2004/2019	Available	1,975 - 3,975 SF
Stories	3	Max Contiguous	2,000 SF
Elevators	1 passenger	Asking Rent	$18.00 SF/Year/NNN
Typical Floor	7,900 SF		
Parking Spaces	4.70/1,000 SF; 104 Surface Spaces		

Primary Leasing Company:
NAI Realvest: Stian Funk (407) 949-0747

Property Notes

Minutes from I-4, 417 Greeneway, Lake Mary Blvd, Sanford/Orlando
Airport, shopping, resturants, and banking institutes.Ample Parking. 3 story building with elevator.
The Upsala Executive Centre is a 23,700 SF, 3 story office building that gives potential office tenants the opportunity to take advantage of a well located building that has the capacity to service high tech occupants. The 3rd floor comes equipped with state of the art security and motion detection sensors that can be activated as soon as you step off of the elevator. The spaces can easily accommodate medical and professional office tenants.

Located right off of Sanford's Route 46 and is less than 1 mile away from Highway I-4. It is positioned in the Seminole Towne area that is surrounded by multifamily, single family, and retail developments

6 500 E Airport Blvd

Sanford, Florida 32773 (Seminole County) - Sanford Submarket

★★☆☆☆

Office

Property Summary

RBA (% Leased)	7,765 SF (100%)	Tenancy	Single
Built	1961	Available	7,765 SF
Stories	1	Max Contiguous	7,765 SF
Typical Floor	7,765 SF	Asking Rent	$17.56 SF/Year/NNN

Leasing Companies:
Absolute Realty Group: Courtney Davis (407) 493-8329

7 1701 E Airport Blvd

Sanford, Florida 32773 (Seminole County) - E Seminole Outlying Submarket

★★☆☆☆

Office

Property Summary

RBA (% Leased)	2,654 SF (0.0%)	Tenancy	Multiple
Built	1988	Available	2,654 SF
Stories	1	Max Contiguous	2,654 SF
Typical Floor	2,654 SF	Asking Rent	$17.00 SF/Year/NNN

Leasing Companies:
NAI Realvest: Paul P. Partyka (407) 341-0805

8 201 Specialty Pt - Upsala Business Park

Sanford, Florida 32771 (Seminole County) - Seminole County Submarket

★★★☆☆

Showroom

Property Summary

RBA (% Leased)	5,961 SF (0.0%)	Asking Rent	$16.00 SF/Year/NNN
Built	2007	Clear Height	18'
Tenancy	Multiple	Drive Ins	2 total
Available	5,961 SF	Docks	None
Max Contiguous	5,961 SF	Levelers	None
Parking Spaces	3.19/1,000 SF; 19 Surface Spaces		

Leasing Companies:
Alpha Equity: Mac Jaffer, CCIM (516) 554-5775, Tati K (407) 668-8534

Property Notes

4,200 square feet of office
1,800 square feet of warehouse
8 private offices
1 large workstation area
Large showroom / conference room
Reception & lobby
File & work room
Large break room
4 bathrooms
2 - 12' x 16' overhead doors. 1 power operated Server room & LAN wired Security system including cameras
Keyless entry
Make an offer!

Face Rent Analysis Report

City: Sanford, FL

	DIRECT SPACES				SUBLET SPACES				TOTAL
	# Spaces	Min	Avg	Max	# Spaces	Min	Avg	Max	Avg
Office									
Modified Gross	1	$18.00	$18.00	$18.00	0	-	-	-	$18.00
TBD	2	-	-	-	0	-	-	-	-
Triple Net	7	$16.00	$17.54	$21.00	0	-	-	-	$17.54

Grand Totals

	DIRECT SPACES				SUBLET SPACES				TOTAL
	# Spaces	Min	Avg	Max	# Spaces	Min	Avg	Max	Avg
Office									
Modified Gross	1	$18.00	$18.00	$18.00	0	-	-	-	$18.00
TBD	2	-	-	-	0	-	-	-	-
Triple Net	7	$16.00	$17.54	$21.00	0	-	-	-	$17.54

Report Criteria

location

Geography	**User Defined Polygon Search**

space

Space Use	**Office**
Space Type	**Direct, Direct, Sublet**
Available Space	**up to 30,000 SF - Contiguous in Building**
Exclusions / Inclusions	**Exclude If Not For Lease**

add/rmv properties

*** This result set has been amended with criteria to add and/or remove records.**

COMMERCIAL LEASE NO. 2023-064

THIS COMMERCIAL LEASE (the "**Lease**") is made and entered into as of the Date of this Lease, by and between Landlord and Tenant. "**Date of this Lease**" means the date on which the last one of the Landlord and Tenant has signed this Lease.

W I T N E S S E T H:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant hires from Landlord the Premises.

1. **BASIC LEASE INFORMATION AND DEFINED TERMS**. The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 **Landlord**. SANFORD AIRPORT AUTHORITY, a special district of the State of Florida.

1.2 **Tenant**. Seminole County, a charter county and political subdivision of the State of Florida

1.3 **Premises**. The building, land, and appurtenances located at 1500 East Airport Blvd. Sanford, Seminole County, Florida 32773. The Premises are depicted in the sketch attached as **EXHIBIT "A"**. Except as expressly set forth in this Lease, Tenant has inspected the Premises and accepts possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord, as further set forth in the As-Is section.

1.4 **Airport**. The Orlando Sanford International Airport. The Premises are located within, or immediately adjacent to, the Airport.

1.5 **Rentable Area of the Premises**. 18,168 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

1.6 **Permitted Use of the Premises**. Supervisor of Elections Office (see the Use section).

1.7 **Commencement Date**. April 1, 2024.

1.8 **Lease Term**. 24 months, as extended or sooner terminated under the terms of this Lease (see the Term section) or extended pursuant to the terms outlined in the Lease Rider.

1.9 **Base Rent**. The following amounts:

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
04/1/2024 – 03/31/2025	$15.00	$22,710.00	$272,520.00
04/01/2025 – 03/31/2026	$15.60	$23,618.40	$283,420.80

1.10 **Security Deposit**. N/A

1.11 **Prepaid Rent**. N/A

1.12 **Tenant's Notice Address**. 205 W. County Home Road Sanford, Florida 32773

1.13 **Landlord's Notice Address**. SANFORD AIRPORT AUTHORITY, 1200 Red Cleveland Boulevard, Sanford, Florida 32773.

1.14 **Landlord's Broker**. N/A

1.15 **Tenant's Broker**. N/A

1.16 **Landlord Parties**. Landlord and Landlord's directors, officers, partners, members, managers, employees, agents, affiliates, subsidiaries, mortgagee, managing agent, contractors, successors, and assigns as well as the City of Sanford.

1.17 **Tenant Parties.** Tenant and Tenant's directors, officers, partners, members, managers, employees, agents, and contractors.

1.18 **Parties**. The Landlord, the Tenant , or both, as the context so permits.

2. **TERM**. This Lease constitutes a legally binding and enforceable agreement as of the Date of this Lease. Tenant will have and hold the Premises for the Lease Term. The Lease Term commences on the Commencement Date.

3. **USE**. Tenant shall use and occupy the Premises only for the Permitted Use of the Premises as defined in Section 1.6. Tenant shall not use or permit or suffer the use of the Premises for any other purpose. Tenant shall not provide any products or services not specifically authorized by this Lease or Landlord. The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease. Parking of boats, motor homes or inoperable or unregistered vehicles and the stockpiling or storage of inoperable equipment, machinery, and containers on the Premises are strictly prohibited. At Landlord's request, all storage and dumpsters must be screened or concealed from public view, and storage will be limited to storage incidental to Tenant's overall operation on the Premises subject to Landlord's approval. Tenant shall not permit the Premises to be used for vehicular parking or storage by the public, its customers or employees or any other person whomsoever while traveling from the Airport in lieu of utilizing the Airport's public parking facilities. Tenant further agrees that its customers will only be permitted to park vehicles on the Premises while utilizing Tenant's services or facilities on the Premises. No overnight parking by Tenant's customers will be permitted, but Tenant is permitted to park its own vehicles overnight. Tenant shall not use the Premises for the operation of rental car facilities or ground transportation services such as taxicab, limousine, transportation network companies, or other similar ground transportations service providers.

4. **RULES AND REGULATIONS**. Tenant shall, at its expense, at all times comply with and perform all obligations required of the occupant or owner of the Premises pursuant to recorded restrictive covenants or other restrictions or agreements running with the title to the Premises. Tenant shall conform to the Rules and Regulations. **"Rules and Regulations"** mean the rules and regulations for the Airport promulgated by Landlord from time to time.

5. **RENT**. Tenant shall pay Rent to Landlord in lawful United States currency. All Base Rent will be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, will be denominated as additional rent. Except as otherwise provided, all additional rent payments (other than Operating Costs which are due together with Base Rent) are due ten (10) days after delivery of an invoice. Landlord will have the same rights and remedies for defaults in the payment of additional rent as provided in this Lease for defaults in the payment of Base Rent. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. The term "**Rent**" when used in this Lease includes Base Rent and any forms of payment to be made by Tenant to Landlord. All Rent must be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord designates in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease.

6. **OPERATING COSTS**.

6.1 **General**. Tenant shall pay to Landlord, Tenant's Allocated Share of Operating Costs in accordance with the terms and provision of this section.

6.2 **Defined Terms.** The following terms have the following definitions:

6.2.1 "**Project**" means the area as depicted on **EXHIBIT "B"**, consisting of the land, buildings, and other improvements located on them as designated by Landlord from time to time.

6.2.2 "**Taxes**" mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the land, including all charges on the tax bills for the land, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, non-ad valorem assessments or charges, and all payments in lieu of taxes under applicable agreements. If a tax is levied against Landlord in substitution in whole or in part for the Taxes or otherwise as a result of the ownership of the land, then the other tax will be deemed to be included within the definition of "Taxes". "Taxes" also includes all costs incurred by Landlord in contesting the amount of the assessment made for Tax purposes, including attorneys', consultants', and appraisers' fees.

6.2.3 "**Allocated Share**" means (a) the proportion of the leasable area of the Premises to the total leasable area of buildings within the Project; (b) a formula that takes into account the relative intensity or quantity of use of Project services and improvements by Tenant and all other recipients of the services and improvements, as reasonably determined by Landlord; or (b) another fair and reasonable basis, as determined by Landlord in its commercially reasonable discretion, for allocating the Operating Costs among occupants of the Project.

6.2.4 "**Operating Costs**" mean the total of all of the costs and expenses incurred or borne by Landlord relating to the ownership, operation, maintenance, repair, construction, replacement, and security of the Project and the services provided to tenants in the Project. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: Taxes; heating, air conditioning, ventilation, plumbing, electrical, fire sprinkler, fire alarm, and emergency generator systems; pest control; trash and garbage removal (including dumpster and compactor rental); protection and security; decorations; construction of improvements, and repairs, replacements, and maintenance and alterations to them; amounts paid under easements or other recorded agreements affecting the Project, including assessments paid to property owners' associations; improvements required by law; building painting and roof repairs; improvements in security systems; materials, tools, supplies, and equipment to enable Landlord to supply services that Landlord would otherwise have obtained from a third party; expenditures designed to result in savings or reductions in Operating Costs; exterior landscaping; fertilization and irrigation supply, repair, and maintenance; parking area supply, repair, and maintenance, including periodic resurfacing and restriping of the parking areas; illumination, repair, maintenance, and replacement of Project signs and other improvements and equipment to facilitate the flow of traffic into or out of the Project, whether located on or off the Project; property management fees; all utilities serving the Project and not separately billed to or reimbursed by any tenant of the Project; depreciation on machinery and equipment used in the maintenance of the Project; fire, extended coverage, all risks, terrorism, earthquake, change in condition, sprinkler apparatus, plate glass, electronic data processing, boiler and machinery, rental guaranty or interruption, public liability and property damage, flood, and any other additional insurance customarily carried by owners of comparable buildings or required by any mortgagee of the Project; and legal, and accounting costs, and administrative fees. Landlord may contract for the performance of some or all of the management, operation, maintenance, repair, service and security functions generally described in this section with any persons or entities whom Landlord deems appropriate, including persons or entities who are affiliated with Landlord. Expenditures for capital items will be included in Operating Costs for the year in which the costs are incurred and subsequent years, amortized on a straight line basis over an appropriate period, but in no event more than ten (10) years, with an interest factor equal to the Wall Street Journal Prime Rate in effect at the time of Landlord's having incurred the expenditure. The Parties acknowledge that Tenant, as a government entity, is generally exempt from taxation and nothing in this Lease imposes on Tenant the responsibility for payment of any taxes for which Tenant is exempt according to applicable law.

6.3 **Payment**. Operating Costs have been accounted for within the base rent.

7. **ASSIGNMENT OR SUBLETTING.** Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a "**transfer**"), without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties. Any transfer by Tenant in violation of this section will, at Landlord's option, be void. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, then Landlord will be released from its obligations.

8. **INSURANCE.**

8.1 **Tenant's Insurance**. Tenant shall obtain and keep in full force and effect the following insurance coverages: (i) commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("**ISO**") form or its equivalent in the minimum amounts of $1 million per occurrence, $3 million general aggregate, including Designated Location(s) General Aggregate Limit; (ii) commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of

$1 million combined single limit for bodily injury and property damage; (iii) excess liability insurance in the minimum amount of $5 million with the same inception date as the underlying policies (including general, auto and employer's liability), and which must be excess over and no less broad than all coverages described above; (iv) special causes of loss form property insurance (ISO CP 10 30 or equivalent in effect in the State of Florida), in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; (v) workers' compensation insurance and employer's liability insurance; (vi) business income and extra expense insurance covering the risks to be insured by the property insurance described above, on an actual loss sustained basis including income coverage for a minimum twelve (12) month period; and (viii) such other insurance as may be reasonably required by Landlord. Tenant's insurance must provide primary and non-contributory coverage to the Landlord Parties when any policy issued to any Landlord Parties provides duplicate or similar coverage, and in such circumstance, Landlord's policy will be excess over Tenant's policy. None of Tenant's liability policies may have any deductibles.

8.2 **Insurance Requirements**. All insurance policies must be written with insurance companies and have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, automobile liability, and excess liability insurance policies must name the Landlord Parties as additional insureds (on ISO CG 20 11 01 96 or equivalent for the commercial general liability policy) for matters arising from or related to this Lease and must require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability and excess liability policies must include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; and any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 27 for Commercial Property Insurance, with copies of declaration pages for each required policy) before entering the Premises for any reason and at any other time promptly upon request by Landlord. The ACORD 25 Form Certificate of Insurance for the liability insurance policy must specify the policy form number and edition date and must have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

8.3 **Waiver of Subrogation**. Tenant expressly, knowingly, and voluntarily waives and releases its rights of recovery that it may have against the Landlord Parties for loss or damage to its property, and property of third parties in the care, custody, and control of Tenant, and loss of business (specifically including business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the Landlord Parties (specifically including the negligence of the Landlord Parties and the intentional misconduct of the Landlord Parties), to the extent any such claims are covered by the property, business income, or extra expense insurance carried or required to be carried under the terms of this Lease (whether or not actually carried by Tenant), or other property insurance that Tenant may carry at the time of an occurrence or under a so-called "special perils" or "special form causes of loss" property insurance policy or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Tenant shall on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the commercial general liability, commercial automobile liability, workers' compensation, employer's liability, property, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section controls over any other provisions of this Lease in conflict with it and will survive the expiration or sooner termination of this Lease.

8.4 **Limitation of Liability.** Except to the extent otherwise provided herein or arising from the gross negligence or willful misconduct or breach of Landlord or its agents, employees or contractors, Landlord will not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenant's use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures.

9. **DEFAULT.**

9.1 **Events of Default**. Each of the following will be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor, or any Guarantor dies; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting section; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; (f) Tenant does not comply with its obligations to vacate the Premises under the Relocation of Tenant or End of Term sections of this Lease; or (g) Tenant fails to perform any other obligation under this Lease. Additionally, if Tenant or any Affiliate of Tenant has entered into any other lease or agreement with Landlord or any Affiliate of Landlord, then, at Landlord's option (i) a default under such other lease or agreement which remains uncured beyond any applicable cure period will be deemed a default by Tenant under this Lease (which will not be subject to any additional cure periods), and (ii) a default under this Lease that remains uncured beyond any applicable cure period will be deemed a default under all other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord (which shall not be subject to any additional cure periods) and thereafter Landlord will be entitled to exercise such rights and remedies as are available pursuant to this Lease, the other leases and agreements to which Tenant or any Affiliate of Tenant has entered into with Landlord or any Affiliate of Landlord, or both. As used herein, "**Affiliate**" means, as to any person or entity, any other person or entity who directly or indirectly controls, is controlled by, or is under common control with such person or entity. As used in this section, the term "***control***" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

9.2 **Remedies**. If Tenant defaults, in addition to all remedies provided by law, then Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). If this Lease is rejected in any bankruptcy proceeding, then Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated.

9.3 **Landlord's Right to Perform**. If Tenant defaults, then Landlord may, but will have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, then the sums so paid or obligations incurred must be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

9.4 **Late Charges, Interest, and Bad Checks**. If any payment due Landlord is not paid within five (5) days of when due, then Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payment; or (b) $250. All payments due Landlord and not paid when due shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord, including after the date of any judgment against Tenant. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, then, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by law. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank, ACH payments, or by Federal Reserve wire transfer to Landlord's account.

9.5 **Limitations**. None of the Landlord Parties will ever have any personal liability to Tenant. No person holding Landlord's interest will have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents will constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord first receives written notice from Tenant of the claimed default and fails to cure it after having been afforded reasonable time in which to do so, which in no event will be less than thirty (30) days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within thirty (30) days of the onset of the cause of such claim. Tenant waives all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term sections) to consequential damages, lost profits, punitive damages, or special damages of any kind.

9.6 **Presumption of Abandonment**. It will be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for ten (10) consecutive days while in monetary default. Any grace periods set forth in this section shall not apply to the application of this presumption.

9.7 **Jurisdiction and Venue**. The parties irrevocably consent that any legal action or proceeding arising out of or in any way connected with this Lease may be instituted or brought in any court located in Seminole County, Florida, which will be the exclusive jurisdiction and venue for litigation concerning this Lease. The parties irrevocably submit to the jurisdiction of that court in any such legal action or proceeding. The execution of this Lease and performance of its obligations by the parties, for purposes of personal or long-arm jurisdiction, constitutes doing business in Florida under Section 48.193, Florida Statutes. In addition, the parties irrevocably and unconditionally waive any objection which they may now or hereafter have to the laying of venue of any of these actions or proceedings in these courts and further irrevocably and unconditionally waive the right to plead or claim that any such action or proceeding brought in any of these courts has been brought in an inconvenient forum.

9.8 **Air Navigation**. Tenant shall prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute a hazard to air navigation. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that Landlord will be entitled to self-help in the event of an immediate hazard to the flight of aircraft over the Premises or the health and wellbeing of the traveling public. Without limiting the generality of the foregoing, Tenant acknowledges that Landlord will be entitled to enter the Premises and physically remove or mitigate the hazard, at Tenant's expense. In the event Tenant fails to promptly mitigate a hazard or adverse effects on air navigation following notification from Landlord, Tenant shall reimburse Landlord for any and all costs and expenses incurred by Landlord in exercising its self-help rights hereunder, plus a twenty-five percent (25%) administrative overhead fee, which costs, expenses and administrative overhead fee will be due and payable within thirty (30) days of the date of the Landlord's written notice. Tenant acknowledges and agrees that the right of self-help shall be in addition to any and all remedies available under the law and this Lease, including immediate injunctive relief, both temporary and permanent, and the right of specific performance.

10. **ALTERATIONS**. "**Alterations**" mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. In addition to the requirements of this Section, any Alterations performed by or on behalf of Tenant at the Premises must comply with the provisions of **EXHIBIT "D"**. Tenant shall pay the entire cost of any Alterations including the cost of all utility connections, capacity, concurrency and impact fees payable to any governmental authority imposing the same, including sewer, water, transportation, school, or educational facilities or land, park facilities or land, fire/EMS facilities or land, or service impact fees. Tenant shall make no Alterations without the prior written consent of Landlord and Landlord's architectural committee, which consent may be withheld or conditioned in Landlord's sole and absolute discretion. However, Landlord shall not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or building systems, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the building, and do not require other alterations, additions, or improvements to areas outside the Premises. Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any third party employed by Landlord to review or prepare any Alteration-related plan or other document for which Landlord's consent or approval is required. Landlord, or its agent or contractor, may supervise the performance of any Alterations, and, if so, Tenant shall pay to Landlord an amount equal to five percent (5%) of the cost of the work, as a supervisory fee. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), commercial general liability insurance, written on an occurrence basis with minimum limits of $2 million per occurrence limit, $2 million general aggregate limit, $2 million personal and advertising limit, and $2 million products/completed operations limit (including contractual liability, broad form property damage and contractor's protective liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of $1 million combined single limit for bodily injury and property damage; and excess liability insurance in the minimum amount of $5 million. Contractor's insurance must contain an endorsement insuring the Landlord Parties as additional insureds and must be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance must also comply with the requirement of the Insurance section. All Alterations by Tenant must also comply with Landlord's rules and requirements for contractors. All Alterations made by Landlord or Tenant to the Premises will become Landlord's property immediately upon the completion of the Alterations. Upon the request of Landlord, Tenant shall provide Landlord with a bill of sale or other evidence of the transfer of ownership of the Alterations together with evidence satisfactory to Landlord that the improvements are free from liens, mortgages and other encumbrances. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises any Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal.

11. **LIENS.** Pursuant to the Florida Constitution and Section 11.066, Florida Statutes, the property of the State, the property of any State agency, or any monetary recovery made on behalf of the State or any State agency is not subject to a lien of any kind. Pursuant to Section 713.01(24)&(27), Florida Statutes (2023), both Landlord and Tenant are exempt from the construction lien statute and nothing in this Lease operates to reimpose any liability under this statute. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, then Tenant shall promptly cause it to be discharged of record or bring any necessary litigation to have the lien removed from the public records.

12. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord will have the right, at all reasonable times, to enter and inspect the Premises and to make repairs and alterations Landlord deems necessary, with reasonable prior notice (which may be by telephone or e-mail), except in cases of emergency, when no notice shall be required. However, notwithstanding any other provision of this Lease, Landlord acknowledges that Tenant will maintain confidential documents and information in the Premises to which Landlord and other parties cannot have access except as permitted by law. In all inspections conducted by Landlord of the Premises, Landlord shall cooperate fully with Tenant in regard to Tenant carrying out its obligation to ensure that all of Tenant's confidential documents and information are kept secure. Subject to the provisions of this Section 12, Tenant shall permit Landlord, its agents, employees, and contractors, to enter all rooms of the Premises as reasonably necessary to inspect them, to submit the Premises to prospective purchasers or tenants, and to repair the Premises. Tenant has the right to supervise all such inspections. Except for emergencies, Landlord shall provide Tenant at least twenty-four (24) hours written notice prior to any inspections. Landlord may have immediate access to the Premises in case of an emergency. Landlord shall notify Tenant as soon as possible after any such emergency entry. Tenant shall provide Landlord with keys to all rooms within the Premises, but not to any locked cabinets.

13. **ENVIRONMENTAL LAWS.**

13.1 "**Environmental Laws**" mean all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the activities conducted on the Premises. Tenant's and the Tenant Parties' use of, and activities on, the Premises must be conducted in compliance with all Environmental Laws and Landlord's Environmental Protection Policy attached as **EXHIBIT "C"**. If any of Tenant's or Tenant Parties' activities require the use of "hazardous" or "toxic" substances, as those terms are defined by any of the Environmental Laws, then Tenant represents and warrants to Landlord that Tenant has received all permits and approvals required under the Environmental Laws concerning the toxic or hazardous substances. Tenant shall maintain the Premises in complete compliance with the Environmental Laws and this Lease. If Tenant breaches any of its obligations contained in this section or fails to notify Landlord of the release of any hazardous or toxic substances from the Premises, then, in addition to all other rights and remedies available to Landlord, Landlord will have the right to initiate a cleanup of the Premises, in which case Tenant shall reimburse Landlord for, and indemnify Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with the cleanup (including all reasonable attorneys' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to indemnify fully and hold Landlord harmless from any and all losses, liabilities, expenses (including reasonable attorneys' fees), and costs incurred by Landlord in connection with Tenant's clean up action. Notwithstanding anything in this section, Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this section, and as a result of any contamination of the Premises because of Tenant's, its employees', agents', contractors', licensees' or sublessee' use of hazardous or toxic substances on the Premises. If Landlord has reason to believe that a hazardous or toxic substance has been discharged on the Premises by Tenant, its employees, agents, contractors, sublessees or licensees, then Landlord will have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an environmental complaint from applicable governmental authorities is then outstanding), at Tenant's expense, an environmental audit and, if deemed necessary by Landlord, an environmental risk assessment of: (a) the Premises, (b) hazardous substance management practices, and (c) hazardous substance disposal sites used by Tenant. Such audit or risk assessment must be by an environmental consultant reasonably satisfactory to Landlord. Should Tenant fail to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord will have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Landlord in the exercise of such rights will be secured by this Lease and will be payable by Tenant upon demand as Rent. If Tenant's operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by the Environmental Laws. As used in this section, "Premises" means and refers to the property that is the subject of this Lease as well as any portion of the Premises that may be damaged or contaminated by the release of any toxic or hazardous substance. This section will survive the expiration or sooner termination of this Lease. Tenant's indemnification obligations to Landlord under this section are limited to the monetary and other limitations set forth in Section 768.28, Florida Statutes, as this statute may be subsequently amended, except for costs, including attorney fees, incurred by Landlord in response to a regulatory action brought by the United States Environmental Protection Agency or the Florida

Department of Environmental Protection to the extent such regulatory action results from Tenant releasing hazardous or toxic substances on the Premises.

13.2 **Environmental Disclosure**. Tenant acknowledges and understands that the Airport was previously used as a United States naval military base and is currently being used for a commercial airport. Certain chemicals or other environmental contaminants, such as petroleum, may be and may have been utilized by parties at the Airport. Other tenants or third parties may have also used other chemicals or other contaminants within the boundary of the Airport. As a result, Landlord has cleaned up contamination as to certain areas of the Airport. Other areas remain subject to certain Site Rehabilitation Completion Order(s) with Institutional Controls ("**SRCO**"). Still others may be or in the future may become areas of investigation by the Florida Department of Environmental Protection ("**FDEP**"). The known SRCO's and any active areas of investigation/cleanup are available for review by the FDEP at https://floridadep.gov/. Tenant has had an opportunity to review FDEP's records as would concern this particular Property, had an opportunity to conduct any due diligence it deems necessary and proper and has determined that the SRCO will not interfere with Tenant's peaceful use and enjoyment of the Premises in compliance with this Lease. Tenant understands that should it desire to modify the Property, such alterations may necessarily involve the review of FDEP.

14. **CASUALTY DAMAGE**. If: (a) the Premises or a material part of the Premises becomes so damaged that substantial alteration or reconstruction, in Landlord's opinion, is required; or (b) Landlord is not permitted to rebuild the Premises in substantially the same form as it existed before the damage; or (c) the Premises become materially damaged by casualty during the last two (2) years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within ninety (90) days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term will automatically expire on the fifth (5^{th}) day after the notice is delivered. If Landlord does not elect to terminate this Lease, then Landlord shall either proceed with reasonable diligence to restore the building and the Premises to substantially the same condition they were in immediately before the casualty or relocate Tenant pursuant to the Relocation of Tenant section. However, Landlord will not be required to restore any portion of Tenant's property. Rent will abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty which is covered by insurance carried by Landlord, as of the date on which the Premises becomes unusable. Landlord will not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

15. **CONDEMNATION**. If the whole of any substantial part of the Premises is condemned by eminent domain or acquired by private purchase in lieu of condemnation, then Landlord may elect to relocate Tenant pursuant to the Relocation of Tenant section or terminate this Lease. If Landlord elects to terminate this Lease, then this Lease will terminate on the date on which possession of the Premises is delivered to the condemning authority, and Rent will be apportioned and paid to that date. Tenant will have no claim against Landlord, and assigns to Landlord any claims it may have otherwise had, for the value of any unexpired portion of the Lease Term, or any Alterations. Tenant will not be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, then Rent will abate in proportion to the portion of the Premises condemned.

16. **REPAIR AND MAINTENANCE**.

16.1 **Landlord's Obligations**. Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding interior wall surfaces, storefronts, windows, and doors), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the Premises. However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All costs associated with the repair and maintenance obligations of Landlord under this section will be included in and constitute Operating Costs.

16.2 **Tenant's Obligations**. Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord's Obligations section of this section, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, doors, and windows, including plate and window glass, ceilings, and floors in the Premises, and electrical, plumbing, mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean and attractive condition. All replacements must be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Promptly upon written request of Landlord, Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm. Tenant shall furnish to Landlord from time to time and upon request of Landlord, a copy of the air conditioning maintenance contract and the yearly service reports from the

contractor. Tenant will be responsible for any damage to the roof of the building caused by any air conditioning maintenance activities. Prior to performing any such repair obligation, Tenant shall give written notice to Landlord describing the necessary maintenance or repair. Upon receipt of such notice, Landlord may elect either to perform any of the maintenance or repair obligations specified in such notice, or require that Tenant perform such obligations by using contractors approved by Landlord, all at Tenant's expense. All work must be performed in accordance with Landlord's rules and procedures.

16.3 **Service or Parking Areas**. Tenant shall also maintain any service or parking areas adjacent to the Premises in good repair and in a good, clean, and attractive condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant will be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins.

17. **ESTOPPEL CERTIFICATES**. From time to time, Tenant, on not less than five (5) days' prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Premises, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

18. **SUBORDINATION**. This Lease is and will be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This section is self-operative and no further instrument of subordination will be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten (10) days after receipt from Landlord. This Lease is subject and subordinate to all of the terms and conditions of any instrument and documents under which Landlord acquired the land, of which the Premises are a part, or improvements on them, and will be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease will be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

19. **INDEMNIFICATION**. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, Tenant shall indemnify, defend, and save harmless the Landlord Parties from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises, regardless of whether or not the claim is caused in part by any of the indemnified parties (specifically including any claims that the indemnified party was negligent or engaged in other tortious conduct). This Indemnification section does not restrict, limit, or modify Tenant's insurance obligations under this Lease. Tenant's compliance with the insurance requirements under this Lease does not restrict, limit, or modify Tenant's obligations under this Indemnification section. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be subsequently amended, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, if and to the extent that any loss occasioned by any of the events described in this section exceeds the greater of the coverage or amount of insurance required to be carried by the indemnitor or the coverage or amount of insurance actually carried by the indemnitor, or results from any event not required to be insured against and not actually insured against, the party at fault shall pay the amount not actually covered. These indemnification provisions will survive the expiration or sooner termination of this Lease.

20. **NO WAIVER**. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default will not be construed as a waiver. The waiver of any noncompliance with this Lease will not prevent subsequent similar noncompliance from being a default. No waiver will be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party will of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) will not excuse any delays as to future Rent payments and will not operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this section will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

21. **SERVICES AND UTILITIES**. Landlord will have no obligation to provide any utilities or services to the Premises. Tenant will be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters or submeters for the Premises. Tenant will be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises. Tenant is responsible for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the building. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord must not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the building, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate meters or submetering, will be paid by Tenant as additional rent. In no event will Landlord be liable for damages resulting from the failure to furnish HVAC, elevator, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure will in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease. Tenant shall utilize the Airport's telecommunications systems and is not permitted to utilize any other telecommunications service provider, unless the Airport's telecommunications system is unavailable at the Premises. Tenant's payments to Landlord for telecommunications services will be considered additional rent under this Lease and failure to timely pay shall be considered a default under this Lease and any grace periods granted in this Lease shall not apply to such non-payment.

22. **SECURITY DEPOSIT**. N/A

23. **GOVERNMENTAL REGULATIONS**. Tenant shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Premises, now in force or that may hereafter be in force, and shall faithfully observe, in the use of the Premises, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on Tenant concerning the Premises or the use or occupancy of the Premises, including all laws relating to fire and safety, and hazardous materials. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, will release Tenant from the performance and observance of Tenant's obligations under this Lease.

24. **SIGNS**. Tenant shall not place or permit to be placed or maintained on any portion of the Premises, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent, which may be withheld in Landlord's sole discretion. Landlord confirms that Tenant's signage in existence as of January 1, 2024 is acceptable.

25. **END OF TERM**. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property. Tenant shall also repair any damage to the Premises caused by the removal.

26. **ATTORNEYS' FEES**. Except as set forth in this Lease, the prevailing party in any litigation or arbitration arising out of or in any manner based on or relating to this Lease, including tort actions and actions for injunctive, declaratory, and provisional relief, will be entitled to recover from the losing party actual attorneys' fees and costs, including fees for litigating the fees incurred and fees in connection with bankruptcy or appellate proceedings. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant's interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys' fees and disbursements incurred by Landlord will be paid to Landlord by Tenant.

27. **NOTICES**.

27.1 **General Requirements**. Except as otherwise expressly provided, any notice, demand, request, election, or other communication (a "**Communication**") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, must be in writing. A Communication will be deemed to have been delivered and received on the earlier of the day actually received (by whatever means sent, including means not authorized by this section) if received before 5:00 p.m., Sanford, Florida time, on a Business Day (or, if not received before 5:00 p.m., Sanford, Florida time, on a Business Day, on the first Business Day after the day of receipt) or, regardless of whether or not received after the following dates, (a) on the date of delivery

or refusal of delivery, if by hand delivery; (b) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as FedEx) for "next business day" delivery; or (c) on the third (3rd) Business Day after having been deposited with the United States Postal Service, Registered or Certified Mail, Return Receipt Requested; in each case addressed to the respective party at the party's Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this section; provided that if Tenant has vacated the Premises or is in default of this Lease, then Communications may be delivered by any manner permitted by law for service of process. Notwithstanding the foregoing, any Communication which is in fact received, regardless of whether it is sent in compliance with the requirements of this section, will be effective as of the date received. If any Communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, then effective notice will still be deemed to have been given. If there is more than one party constituting Tenant, then any Communication may be given by or to any one of them, and will have the same force and effect as if given by or to all of them.

27.2 **Notices by and to Lawyers**. Any lawyer representing Landlord or Tenant may give any Communication under this Lease on behalf of the lawyer's client. Any Communication so given by a lawyer will be deemed to have been given by the lawyer's client. Notwithstanding anything to the contrary in this Lease, any obligation to send a copy of a Communication to a party's lawyer will only apply to Communications that are notices of a default under this Lease. Failure to give a copy of any Communication to the lawyer for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that lawyer.

27.3 **Section 83.20, Florida Statutes**. Any notices required under Section 83.20, Florida Statutes, will be deemed to have been fully given, made, sent, and received if sent in compliance with this section.

27.4 **Change of Notice Address**. Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two (2) persons are entitled to receive any Communication or copy of any Communication.

28. **EXCUSABLE DELAY**. For purposes of this Lease, the term "**Excusable Delay**" means any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant is delayed in the performance of any act required under this Lease by reason of any Excusable Delay and if notice of the Excusable Delay is given to the other party within ten (10) days after its occurrence, then performance of the act will be excused for the period of the delay and the period for the performance of the act will be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this section do not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and will not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials do not constitute delays beyond the direct control of a party.

29. **QUIET ENJOYMENT**. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.

30. **RELOCATION OF TENANT**. Landlord will have the right, upon thirty (30) days' prior notice to Tenant (the "**Relocation Notice**"), to relocate Tenant to a different premises at the **Airport** comparable in size and layout (the "**Substitute Premises**"). If Landlord relocates Tenant, then Landlord shall perform the interior improvements to the Substitute Premises of approximate equivalence of the interior improvements in the original Premises and shall pay the reasonable costs of moving Tenant's property to the Substitute Premises. Landlord shall also reimburse Tenant for the actual and reasonable costs of replacement stationary and telecommunications relocation. Any relocation will not terminate or otherwise modify this Lease except that from and after the date of the relocation, the term "Premises" will refer to the Substitute Premises rather than the original Premises as defined in this Lease. If the Rentable Area of the Substitute Premises is more or less than the Rentable Area of the original Premises, then the any terms of this Lease derived from the Rentable Area of the Premises will be appropriately adjusted. Tenant shall relocate to the Substitute Premises within the time set forth in the Relocation Notice and vacate and surrender possession of the Premises to Landlord in

accordance with the terms of this Lease. Tenant shall promptly execute and deliver any and all documents required by Landlord to evidence and confirm Tenant's relocation to the Substitute Premises.

31. **FINANCIAL REPORTING.** N/A

32. **TENANT'S REPRESENTATIONS.** Tenant represents and warrants as follows: (i) Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located, (ii) Tenant has full power to execute, deliver, and perform its obligations under this Lease, (iii) the execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation and the By-Laws, or any other agreement binding on Tenant, (iv) the individual executing this Lease on behalf of Tenant has full authority to do so, and (v) Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were true and correct at the time given in all material respects and there have been no adverse material changes to the information subsequent to the date given.

33. **AS-IS.** Except as set forth expressly in this section, Landlord does not make any warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, the use or existence, or prior use or existence, of hazardous materials on the Premises, or the accuracy or completeness of any statement or other matter previously disclosed to the Tenant. **EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO TENANT IN CONNECTION WITH THIS LEASE OR THE PREMISES. LANDLORD DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

34. **LANDLORD'S RESERVATIONS.** The Airport is at all times subject to the exclusive control and management of Landlord. Landlord may increase, reduce, improve, or otherwise alter the Airport, otherwise make improvements, alterations, or additions to the Airport. Landlord may also temporarily close all or portions of the Airport to make repairs or improvements. In addition, Landlord may temporarily close the Airport and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. During time of war and national emergency, Landlord will have the right to lease the Airport property or any portion of it, including the Premises, to the United States Government for military or naval use, and, if such lease is executed, this Lease will terminate. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and interference. Landlord reserves unto itself and its successors and assigns, for the use and benefit of the public, the right of flight for: (a) the passage of aircraft in, through, and across the airspace above the surface of the Premises, together with the right of the aircraft to make noise and exhaust emissions, light, vibrations, radio, television and other electromagnetic emissions and other effects as may be necessary for or incidental to the operation of aircraft; (b) navigation of or flight in said airspace; and (c) aircraft landing on, taking off from or operating at the Airport. Tenant on behalf of itself, and its subtenants, successors and assigns, hereby waives, releases and forever discharges the Landlord Parties from all claims, demands, judgments, orders, awards, liabilities, costs, attorney's fees, causes of action, administrative proceedings and lawsuits of every kind, nature or description, whether known or unknown, fixed or contingent, which Tenant or any person claiming through or under it ever had, now has or hereafter may acquire, upon or by reason of the exercise of the rights reserved under this section. It is further agreed that Landlord will have no obligation whatsoever, now or at any time in the future, to avoid or mitigate damages arising as a result of the exercise of the rights reserved under this section or the operation of the Airport. Tenant waives and releases from any liability resulting from Landlord exercising any of the rights under this section. None of the provisions of this section, or any actions taken and restrictions imposed by or at the direction of Landlord pursuant to this section, constitutes or may be considered an eviction or disturbance of Tenant's quiet enjoyment and possession of the Premises. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Premises.

35. **AMERICANS WITH DISABILITIES.** Tenant shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Landlord, concerning the same subject matter.

36. **FEDERAL AVIATION ADMINISTRATION.** Tenant shall comply with, and this Lease is subject to, the requirements of the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938 (the

"**FAA**"). Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall not be deemed unreasonable for Landlord to withhold consent to any Alterations determined to be a potential hazard to air navigation by Landlord.

37. **NON-DISCRIMINATION.**

37.1 Tenant, for itself, its successors in interest, and permitted assigns, as a part of the consideration for this Lease, hereby covenants and agrees that:

37.1.1 In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

37.1.2 No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of these facilities.

37.1.3 In the construction of any improvements on, over, or under the Premises and the furnishing of services on them, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

37.1.4 Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

37.2 In the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease will not be terminated pursuant to this section until the procedures of 49 C.F.R. Part 21 are followed and completed, including, the exercise or expiration of appeal rights.

37.3 For purposes of this section, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

37.4 Tenant shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates Tenant for the longer of the following periods: (a) the period during which the Premises is used by Landlord or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which Landlord or any transferee retains ownership or possession of the Premises.

38. **PUBLIC ENTITY CRIMES**. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of this Lease. This notice is required by Section 287.133(3) (a), Florida Statutes.

39. **SCRUTINIZED COMPANIES**. As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance of this Lease, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Landlord determines, using credible information available to the public, that a false certification has

been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

40. **GENERAL PROVISIONS.**

40.1 **Amendment**. The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease.

40.2 **Interpretation**. A list of items following the word "include" or any of its associated verb forms does not necessarily constitute an exhaustive list. A list of items following the word "comprise" or any of its associated verb forms does constitute an exhaustive list.

40.3 **Severability**. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Lease will remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable.

40.4 **Conditions**. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease.

40.5 **Counterparts**. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together will constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties.

40.6 **Binding Effect**. This Lease binds and inures to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease.

40.7 **Survival**. Any liability or obligation of Landlord or Tenant arising during the Lease Term will survive the expiration or earlier termination of this Lease.

40.8 **Governing Law**. The laws of the State of Florida, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this Lease.

40.9 **Radon Gas**. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

40.10 **Corporate Seal.** The scroll seal set forth immediately below the signature of the individual executing this Lease on Tenant's behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.

40.11 **Exhibits**. All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

LEASE RIDER
EXHIBIT "A" – Legal Description and/or Sketch of the Premises
EXHIBIT "B" – Description of the Project
EXHIBIT "C" – Landlord's Environmental Protection Policy
EXHIBIT "D" – Tenant Improvements

41. **GUARANTY**. N/A

42. **CONSTRUCTION; MERGER**. THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS

CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE WILL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

43. **NO RELIANCE**. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

44. **EFFECTIVENESS**. SUBMISSION OF THIS LEASE BY LANDLORD IS NOT AN OFFER TO ENTER INTO THIS LEASE BUT RATHER A SOLICITATION FOR SUCH AN OFFER BY TENANT. LANDLORD WILL NOT BE BOUND BY THIS LEASE UNTIL LANDLORD HAS EXECUTED IT AND DELIVERED IT TO TENANT.

45. **JURY WAIVER; COUNTERCLAIMS**. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PREMISES, (B) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (C) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

Mary A. Hunt
Signature of Witness 1

Lori A. Hunt
Print or type name of Witness 1

Signature of Witness 2

Kristina Gilmore
Print or type name of Witness 2

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

By: _____
Nicole Mastrodicasa, Chairperson or President & CEO

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: 3-12-2024

As authorized for execution by the Board of County Commissioners at its 3/12, 2024 regular meeting.

EXHIBIT "A"

LEGAL DESCRIPTION AND/OR SKETCH OF THE PREMISES

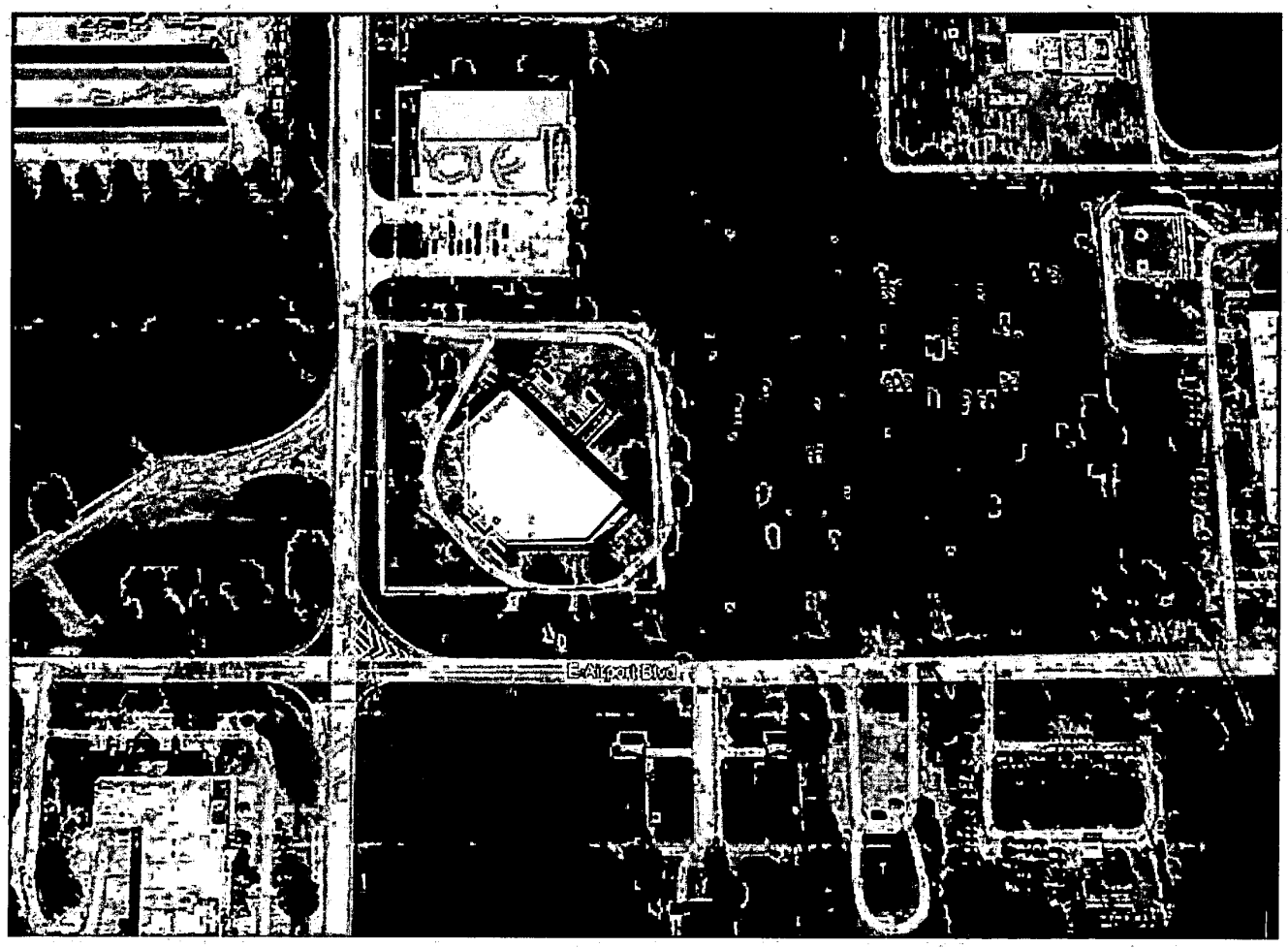


EXHIBIT "B"

DESCRIPTION OF THE PROJECT

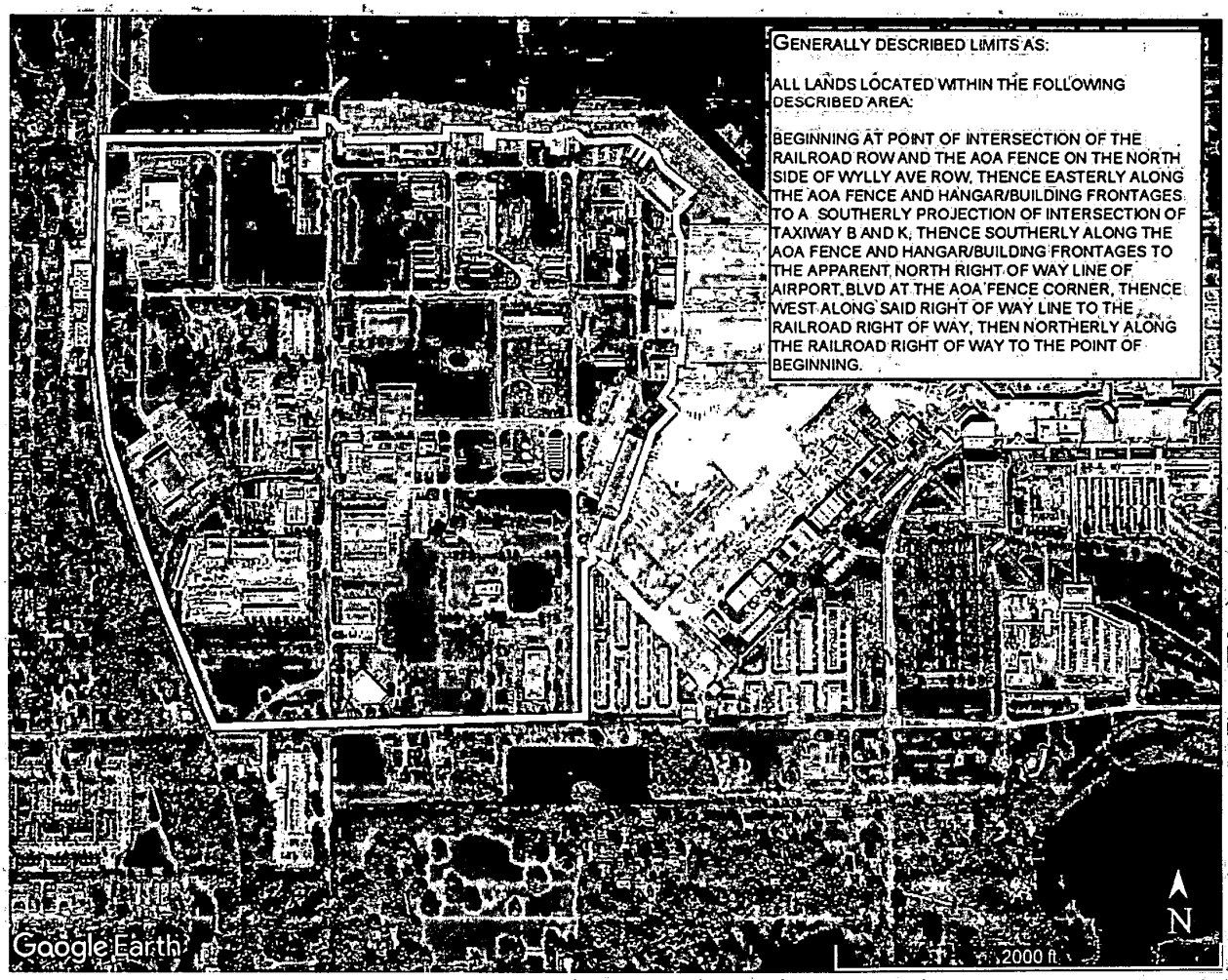


EXHIBIT "C"
Sanford Airport Authority
Environmental Protection Policy
Lease 2023-064

The Sanford Airport Authority recognizes and strongly supports protection of the environment and adherence to federal, state and local laws, regulations and policies enacted for the protection and enhancement of the natural environment.

It shall be the policy of the Sanford Airport Authority to hold the tenant or user of the airport property responsible for environmental hazards or liability created by their activity at the Airport. Such liability includes, but is not limited to, fines, legal fees, consultant fees and all other costs required to operate or bring into compliance any activity, use or occupancy of Airport property which creates an environmental violation or hazard. Tenant specifically agrees to be responsible to the Authority for all matters stated herein.

With promulgation of this policy, it is clearly the intent of the Sanford Airport Authority to support and enhance responsible industrial activities which may incidentally create low risk, low volume quantities of environmentally hazardous or toxic materials. All such activities shall be reviewed on a case by case basis and continuously monitored by the tenant and the Authority. Such activities would generally include:

1) Proper handling and storage of oils, fuels, lubricants or equivalent products.

2) Permitted handling and storage of solvents, cleaners, paints and related cleaners.

3) Regulated storage of explosives and or related products.

Any proposed use of Airport property for handling of high risk or high volume hazardous or toxic materials will be reviewed on a case by case basis and may be disapproved if deemed incompatible with Airport needs, standards or goals. Such higher risk or higher volume activities could include:

1) Handling or use of radioactive materials.

2) Dumping on Airport property.

3) Waste incineration on Airport property.

4) Hazardous or toxic waste storage on Airport property.

All tenants or users of Airport property who are involved in the use, storage, manufacture or recycling of regulated materials or substances are required to be insured in order that the Sanford Airport Authority and the City of Sanford are indemnified against environmental risk. The required insurance shall be determined by the Authority and must effectively address the comprehensive potential loss created by the user or tenant activity. At the Authority's discretion, the tenant may be asked to substitute a cash deposit, letter of credit or bond in lieu of insurance. Limits of insurance coverage or deposits may be adjusted from time to time at the sole discretion of the Authority.

In addition to insurance or deposit covering financial loss, the Authority independently may also require the development of an emergency plan which covers the Airport tenant's or user's action in the event of an environmental emergency.

It shall be the ongoing responsibility of each tenant or user of Airport property to maintain all required insurance, licenses, records, permits or training standards in line with all applicable governmental requirements. All insurance shall provide a one hundred and twenty (120) days prior notice of non-renewal to the Sanford Airport Authority and loss of required licenses to operate shall be deemed just and sufficient cause to terminate the lease or use of the Airport. Sixty (60) days prior to non-renewal or cancellation of any environmental insurance policy, the Authority may commence clean-up activities thereunder or utilize such deposits or insurance proceeds as may be available to bring an offending activity into compliance.

ACKNOWLEDGED AND AGREED TO THIS 12 DAY OF March, 2024

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Date: MAR 12 2024

As authorized for execution by the Board of
County Commissioners at its 3/12,
2024 regular meeting.

EXHIBIT "D"

TENANT IMPROVEMENTS

1. **Tenant's Work**. Tenant shall, at its sole cost and expense, perform all work necessary or desirable for Tenant's occupancy of the Premises (the "**Tenant's Work or Improvements**"). Prior to performing any Tenant Improvements, Tenant shall furnish to Landlord, for Landlord's written approval, two (2) complete permit sets (final construction drawings) of plans and specifications for the Tenant's Work (the "**Plans**"). The Plans must include the following: fully dimensioned architectural plan; electric/telephone outlet diagram; reflective ceiling plan with light switches; mechanical plan; furniture plan; electric power circuitry diagram; plumbing plans; all color and finish selections; all special equipment and fixture specifications; and fire sprinkler design drawings. Tenant shall submit the approved Plans to applicable building authorities for permit within five (5) days following Landlord's approval and Tenant shall thereafter diligently pursue obtaining its building permits. The Plans must be prepared by a licensed architect and the electrical and mechanical plans must be prepared by a licensed professional engineer. The Plans must be produced on CAD. The architect and engineer will be subject to Landlord's approval, which Landlord shall not be unreasonably withhold. The Plans must comply with all applicable laws, ordinances, directives, rules, regulations, and other requirements imposed by any and all governmental authorities having or asserting jurisdiction over the Premises. Landlord shall review the Plans and either approve or disapprove them within a reasonable period of time. If Landlord disapproves them, then Tenant shall make any necessary modifications and resubmit the Plans to Landlord in final form within ten (10) days following receipt of Landlord's disapproval of them. Tenant shall thereafter diligently pursue obtaining its building permits for the Tenant's Work. The approval by Landlord of the Plans or any similar plans and specifications for any other improvements or the supervision by Landlord of any work performed on behalf of Tenant does not and will not: (a) imply Landlord's approval of the quality of design or fitness of any material or device used; (b) imply that the Plans are in compliance with any codes or other requirements of governmental authority; (c) impose any liability on Landlord to Tenant or any third party; or (d) serve as a waiver or forfeiture of any right of Landlord.

Tenant's Work must be constructed by a general contractor selected and paid by Tenant and approved by Landlord. The general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes. A copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Tenant's Work must be delivered to Landlord before commencement of the Tenant's Work. Tenant shall cause the Tenant's Work to be completed promptly and with due diligence. Unless approved by Landlord in its sole discretion, Tenant shall not have access to the Premises for the commencement of the Tenant's Work until Tenant and its vendors and contractors have obtained all governmentally required permits for Tenant's Work. Tenant's Work must be performed in accordance with the Plans and must be done in a good and workmanlike manner using new materials in accordance with building standards. All work must be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directives, rules, regulations, and other requirements of any governmental authorities having or asserting jurisdiction over the Premises, including the making of any alterations or improvements to the Premises that are required to comply with the ADA. Tenant shall pay any impact, utility, or similar fees or assessments (including sales taxes) arising from the Tenant's Work or occupancy. Before the commencement of any work by Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of builder's risk, commercial general and auto liability, and workers' compensation insurance complying with the requirements for contractors set forth in the Alterations section of this Lease, or as otherwise required by Landlord. Any damage to any part of the Premises that occurs as a result of Tenant's Work must be promptly repaired by Tenant.

2. **Compliance**. Tenant shall also ensure compliance with the following requirements concerning construction, including all future Alterations:

2.1 Tenant and all construction personnel shall abide by Landlord's job site rules, requirements, and regulations (whether supplemental or additional to the requirements set forth in this Lease), and fully cooperate with Landlord's construction representatives in coordinating all construction activities, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.

2.1.1 Tenant will be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.

2.1.2 Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements have been completed and the Premises are ready for occupancy, including original

building permit and a final, unconditional Certificate of Occupancy or its equivalent, including a Certificate of Completion or Certificate of Final Inspection.

2.1.3 At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of the Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements.

2.1.4 Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

2.1.5 Any work that may disturb other tenants (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service and painting or spraying of chemicals, varnishes, lacquers, finishes, or paint), shall only occur before or after normal business hours and as otherwise specified by Landlord.

2.1.6 The contractor shall make all utility connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

2.1.7 Any work that will involve the draining of a sprinkler line or otherwise affect the building's fire sprinkler system must be approved by Landlord in advance. In all instances where this is done, the system must not be left inoperable overnight or over a prolonged period.

2.1.8 All equipment installed must be compatible with the base building fire alarm system and the contractor shall perform work related to any connection to the base building fire alarm system only after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

2.1.9 All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels must be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection must be reattached.

2.1.10 All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or smoking of any kind is prohibited, whether electronic or otherwise.

2.1.11 Any roof opening required at the Premises must be performed by Landlord's roofing contractor, at Tenant's expense. Such openings include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

2.1.12 Tenant shall deliver copies of all Notices to Owner received from subcontractors, vendors, trade contractors and all others giving Notice to Owner under applicable Construction Lien Law within five (5) days of receipt of such notices.

2.1.13 Upon completion of the Tenant Improvements Tenant shall also deliver to Landlord two (2) complete copies of each of the following: (a) "as-built" construction documents in PDF file format on CDs; (b) general contractor's one-year warranty and subcontractor warrantees, as well as factory warrantees on equipment installed; (c) fire sprinkler system permit set of drawings (if required by governmental authorities); (d) final payment application from general contractor; (e) final releases of lien from Tenant's general contractor and all lienors giving notice as defined in the Florida Construction Lien Law (in form required by Landlord) and a final contractor's affidavit from the general contractor in accordance with the Florida Construction Lien Law, indicating all "lienors" have been paid in full; and (f) documentation from the applicable governmental agency evidencing that all final inspections have been completed and all building and other governmental permits have been closed and evidence that any Notice of Commencement filed in connection with the Tenant Improvements has been duly terminated in accordance with the requirements of Florida Construction Lien Law.

3. If Tenant engages Landlord, or its agent or contractor to supervise the performance of Tenant's Work and any Alterations, then Tenant shall pay to Landlord an amount equal to 5% of the cost of the work, as a supervisory fee.

LEASE RIDER

[OPTIONAL PROVISIONS]

LANDLORD: SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

TENANT: Seminole County, a charter county and political subdivision of the State of Florida

LEASE DATE: April 1, 2024

This Lease Rider is hereby incorporated into and made a part of the above-referenced Lease between Landlord and Tenant. In the case of any inconsistency between the provisions of this Lease Rider and the balance of this Lease, the provisions of this Lease Rider will govern and control.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **AIRSIDE PROPERTIES**. Tenant shall comply with Landlord's security procedures, including requirements for ramp permits and security badges.

2. **OPTION TO EXTEND**.

2.1 Tenant will have the option to extend the Lease Term for three (3) one-year renewals, on the same terms and conditions as provided in this Lease, except that, for the extended Lease Term:

2.1.1 Upon exercise of Tenant's option to extend the Lease Term, this Lease, as extended, will not contain any further option to extend as provided in this Lease Rider.

2.1.2 The Base Rent will be determined as set forth below, but in no event will it be less than the Base Rent payable for the 12-month period immediately preceding the current expiration date of the Lease Term; and

2.1.3 Landlord will have no obligation to perform any alterations or tenant improvements or other work in the Premises and Tenant shall continue possession of the Premises in its "as-is," "where-is," and "with all faults" condition.

2.2 The exercise of the option set forth in this Lease Rider will only be effective on, and in strict compliance with, the following terms and conditions:

2.2.1 Notice of Tenant's exercise of the option (the "**Extension Notice**") must be given by Tenant to Landlord no earlier than 15 months and no later than nine months before the expiration date of the Lease Term. TIME WILL BE OF THE ESSENCE AS TO THE EXERCISE OF ANY ELECTION BY TENANT UNDER THIS LEASE RIDER.

2.2.2 At the time of Tenant giving Landlord notice of its election to extend the Lease Term and on the expiration of the Lease Term, this Lease will be in full force and effect, Tenant shall not be in default under any of the terms, covenants, and conditions of this Lease beyond any applicable grace period, and Tenant's financial condition must be equal to or better than its financial condition on the Date of this Lease.

2.2.3 The rights granted to Tenant under this Lease Rider are personal to the original named Tenant in this Lease and may not be assigned or exercised by anyone other than such Tenant and only while such Tenant is in possession of the entire Premises.

2.3 The Base Rent will be a sum equal to the fair market renewal rental value of the Premises for the extended Lease Term, based on and taking into account the rentals at which extensions or renewals of leases are being concluded for comparable space and comparable buildings in the Sanford, Florida area at that time and for such a term and taking into account the terms and conditions of this Lease and anticipated inflation during the extended Lease Term (the "**Fair Market Rental Value**" or the "**Value**").

2.4 Within thirty (30) days after receipt of the Extension Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value for the extended Lease Term.

2.5 All options to extend the Lease Term as set forth in this Lease Rider will be null and void if Landlord and Tenant enter into any agreement extending the Lease Term on terms different than those set forth in this section.

[SIGNATURES ON NEXT PAGE]

IN WITNESSES WHEREOF, this Lease Rider has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

Signature of Witness 1

Print or type name of Witness 1

Signature of Witness 2

Print or type name of Witness 2

LANDLORD:

SANFORD AIRPORT AUTHORITY, a special district of the State of Florida

By: _____
Nicole G. Madge, Chairperson or President & CEO

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: MAR 12 2024

As authorized for execution by the Board of County Commissioners at its 3/12, 2024 regular meeting.

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0247

Title:

Approve and authorize the Chairman to execute Third Amendment and Extension to Impower, Inc. Lease Agreement. The proposed Third Amendment and Extension to the lease agreement extends the lease for twenty (20) years with an additional five (5) year renewal option Rent remains at $1.00 per year with maturity date of April 12, 2046. District1 - Dallari (**Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services-Real Estate

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

The lease agreement with Impower, Inc. was approved by the Board of County Commissioners on March 24, 2020 for the leased facility at 3800 Dike Road in Winter Park, FL 32792. The lease agreement matured on April 12, 2022 with two (2) optional two (2) year renewal periods. The Board approved First Renewal to Lease agreement with Impower, Inc. on January 25, 2022 for a two (2) year term from April 13, 2022 to April 12, 2024. The Board approved the Final Renewal and Second Amendment to the Lease Agreement on January 23, 2024 which renewed the lease for the final two (2) years from April 13, 2024 to April 12, 2026.

The proposed Third Amendment and Extension to the lease agreement extends the lease for twenty (20) years with an additional five (5) year renewal option. The reason for the long extension is to comply with federal regulations related to grant applications for building improvements. Sections 5, 8, and 12 of the lease extension were amended to add language requiring Impower to apply for available grant funding if they want to make capital improvements to the county-owned building, and for Impower to make all repairs to the premises. Failure to obtain grant funds does not alleviate Tenant’s obligations for repairs, maintenance and alterations of the leased premises.

Landlord’s mailing address has been updated. Risk Management reviewed insurance requirements and made updates accordingly. The annual rate remains at $1.00 per year. The Tenant continues to pay for all interior/exterior maintenance, HVAC system, utilities, janitorial and garbage service. The County is responsible for pest control.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute Third Amendment and Extension to Impower, Inc. Lease agreement with an annual rent of $1.00 through April 12, 2046.

THIRD AMENDMENT AND EXTENSION TO IMPOWER, INC. LEASE AGREEMENT

THIS THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT is made and entered into this ____ day of _____, 2026 ("Third Amendment"), and is to that certain original Lease Agreement made and entered into on the 24th day of March, 2020, as amended on July 28, 2020 and January 23, 2024, and renewed on January 25, 2022 and January 23, 2024, by and between **IMPOWER, INC.**, whose address is 2290 N. Ronald Reagan Boulevard, Suite 116, Longwood, Florida 32750, in this Third Amendment referred to as "TENANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Third Amendment referred to as "LANDLORD."

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced original Lease Agreement on March 24, 2020, as amended on July 28, 2020, and January 23, 2024, and renewed on January 25, 2022 and January 23, 2024; and

WHEREAS, the original Lease Agreement, as amended and extended, commenced on March 24, 2020 and will terminate on April 12, 2026; and

WHEREAS, the parties desire to extend the original Lease Agreement for twenty (20) years beyond the termination date of April 12, 2026; and

WHEREAS, the extended term shall begin April 13, 2026, and continue through April 12, 2046, with an additional five (5) year renewal option; and

WHEREAS, the additional five (5) year renewal option, if agreed to by the parties, shall commence on April 13, 2046 and shall continue through April 12, 2051.

WHEREAS, the parties desire to amend Section 5 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for alterations at the Leased Premises if TENANT is otherwise unable to fund the alterations; and

WHEREAS, the parties desire to amend Section 8 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for necessary maintenance and repairs at the Leased Premises if TENANT is otherwise unable to fund the necessary maintenance and repairs; and

WHEREAS, the parties desire to amend Section 12 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for necessary maintenance and repairs at the Leased Premises if TENANT is otherwise unable to fund the necessary maintenance and repairs; and

WHEREAS, the parties desire to amend Section 11 of the original Lease Agreement to include a Waiver of Subrogation provision therein; and

WHEREAS, the parties desire to update the Landlord's address; and

WHEREAS, Section 21 of the original Lease Agreement provides that no amendments or modifications of the original Lease Agreement will be valid or binding unless expressed in writing and executed by the parties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Third Amendment to the original Lease Agreement, the parties agree to amend and extend the original Lease Agreement as follows:

1. The original Lease Agreement is hereby extended twenty (20) years from April 13, 2026 to April 12, 2046. In addition, the original Lease Agreement shall also have an additional option to renew for five (5) years from the date of April 13, 2046 until April 12, 2051.

2. Section 5 of the original Lease Agreement, titled Handicapped Standards and Alterations, is hereby deleted and replaced with the following:

Section 5. Handicapped Standards and Alterations

(a) TENANT agrees that the Leased Premises now conforms, or that prior to TENANT's occupancy, TENANT, at its expense, shall bring the Leased Premises into conformance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Chapter 553, Part II, Florida Statutes, providing requirements for persons with disabilities, and with the requirements of the Americans with Disabilities Act of 1990, Public Law the 101-336, enacted July 26, 1990, and as subsequently amended, 42 U.S.C. 12101, et seq., and its implementing regulations, Section 28 C.F.R. Part 35, and 36 C.F.R. Part 1191, as these statutes and regulations may be amended from time to time.

(b) TENANT will have the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first obtaining the written consent of LANDLORD. LANDLORD shall not unreasonably withhold the consent to any such alteration.

(c) All alterations to the Leased Premises shall be fully funded by TENANT. LANDLORD is not obligated to fund any alterations to the Leased Premises during the term of this Agreement. If TENANT is unable to fully fund any alterations, it shall seek and apply for any/all available grant funding opportunities. TENANT's failure to obtain grant funds shall not alleviate TENANT's obligations hereunder and LANDLORD shall continue to have no responsibility for any alterations to the Leased Premises during the term of this Lease Agreement.

3. Section 8 of the original Lease Agreement, titled Utilities and Maintenance, is deleted and replaced with the following:

Section 8. Utilities and Maintenance.

(a) TENANT shall provide and pay for all utilities, including lights, gas, electrical, current, water, and sewer used anywhere in, on, or about the Leased Premises. TENANT shall pay the charges made by the suppliers of these utilities promptly when due.

(b) TENANT shall provide all necessary maintenance and repairs for the Leased Premises, both interior and exterior, including HVAC and grounds of the Leased Premises for the duration of this Lease Agreement.

(c) TENANT acknowledges that LANDLORD is not obligated to fund any maintenance or repairs to the Leased Premises. If TENANT is unable to

fund the costs of the necessary repairs and maintenance to the Leased Premises, pursuant to its responsibilities under Paragraph 8, TENANT shall seek and apply for grant funding opportunities for completion of the repairs and maintenance. The failure of TENANT to obtain grant funds shall not alleviate TENANT's obligations to maintain and repair the Leased Premises.

4. Section 12 of the original Lease Agreement, titled Maintenance and Repairs, is deleted and replaced with the following:

Section 12. Maintenance and Repairs

(a) TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering. During the term of this Lease Agreement, TENANT shall keep the interior and exterior of the Leased Premises in as good a state of repair as it is at the time of commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) TENANT shall maintain and keep in repair the exterior of the Leased Premises during the term of this Lease Agreement. TENANT will also be responsible for the replacement of all doors and windows broken or damaged, including painting, in the Leased Premises.

(c) TENANT shall maintain the interior and exterior of the Leased Premises, including grounds and parking area, in conformity with all applicable health and safety laws, ordinances, and codes that are presently in effect and that may subsequently be enacted during the term of this Lease Agreement and any renewal terms.

(d) LANDLORD shall furnish pest control services for the Leased Premises during the term of this Lease Agreement.

(e) TENANT acknowledges that LANDLORD is not obligated to fund any maintenance or repair to the Leased Premises. If TENANT is unable to fund the costs of the necessary repairs and maintenance to the Leased Premises, pursuant to its responsibilities under Paragraph 12, TENANT shall seek and apply for grant opportunities for completion of the repairs and maintenance. The failure of TENANT to obtain grant funds shall not alleviate TENANT's obligations to maintain and repair the Leased Premises.

5. Section 22 of the original Lease Agreement, titled Notices, is deleted and replaced with the following:

> **Section 22. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to the following:
>
> **For LANDLORD:**
>
> Seminole County Real Estate Division
> Contracts and Leasing Coordinator
> 1101 E. 1st Street
> Sanford, Florida 32771
>
> **For TENANT:**
>
> Impower, Inc.
> 2290 N. Ronald Regan Boulevard, Suite 116
> Longwood, Florida 32750

6. Section 11 of the original Lease Agreement, titled Insurance, is deleted and replaced with the following:

> **Section 11. Insurance**
>
> (a) General. TENANT shall procure and maintain insurance required under this Section at TENANT's own cost.
>
> (1) TENANT shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy

provides for a blanket additional insured coverage, TENANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by TENANT will relieve TENANT of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation.

Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall immediately notify LANDLORD as soon as TENANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT will be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at TENANT's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by TENANT and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by TENANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00 (Each Accident)
$500,000.00 (Disease-Policy Limit)
$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) TENANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by TENANT. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability for autos used by TENANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto

Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by TENANT pursuant to this Lease Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by LANDLORD or LANDLORD's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of TENANT.

(e) Claims-Made Basis. All insurance policies may be on an occurrence basis or claims-made basis. If a claims-made basis, coverage meeting the requirements of this Lease Agreement must be maintained for three (3) years following the termination of Lease Agreement obligations.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve TENANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Lease Agreement.

(g) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

7. Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not

use coercion or labor or services. In accordance with said Florida Statutes, a Human Trafficking Affidavit is attached hereto as Exhibit 'A' for execution by TENANT or its designated agent.

8. Except as modified by this Third Amendment, all terms and conditions of the original Lease Agreement, as previously amended and renewed, will remain in full force and effect for the term of the Lease Agreement as extended.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the original Lease Agreement for the purpose expressed above.

WITNESSES:

SIGNATURE

STEVO KESIC
PRINT NAME

SIGNATURE

Amy Kryszer
PRINT NAME

IMPOWER, INC.

ANNA KESIC, CEO

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2026, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AFL\sfa
03/03/2026
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Exhibit 'A'- Human Trafficking Affidavit

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of IMPOWER ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Signature

3/5/26.
Date

Anna M Kesic, Pres/CEO
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of March, 2026, by Anna Kesic, as CEO - IMPOWER, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary:
My commission expires:

AMY KRYSZAN
Notary Public
State of Florida
Comm# HH359710
Expires 2/8/2027

FINAL RENEWAL AND SECOND AMENDMENT TO LEASE AGREEMENT WITH IMPOWER, INC.

THIS FINAL RENEWAL AND SECOND AMENDMENT TO LEASE AGREEMENT ("Final Renewal") is made and entered into this 23 day of January, 2024 and is to that certain Lease Agreement made and entered into on the 24th day of March, 2020, as amended on July 28, 2020 and renewed on January 25, 2022, between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Renewal referred to as "LANDLORD," and **IMPOWER, INC.**, a Florida corporation, whose address is 2290 N. Ronald Reagan Boulevard, Suite 116, Longwood, Florida 32750, in this First Renewal referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on March 24, 2020, as amended on July 28, 2020, for the lease of certain property (the "Lease Agreement"); and

WHEREAS, the Lease Agreement, as amended, provides for two additional renewal periods each consisting of a two-year term; and

WHEREAS, on January 25, 2022, the Lease Agreement was renewed from April 13, 2022 through April 12, 2024; and

WHEREAS, the parties desire to renew the Lease for a final term to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, TENANT has requested that its mailing address be changed from 111 West Magnolia Avenue, Longwood, Florida 32750 to 2290 N. Ronald Reagan Boulevard, Suite 116, Longwood, Florida 32750; and

WHEREAS, Section 21 of the Lease Agreement provides that any amendments or modifications shall be valid only when expressed in writing and executed by the parties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Final Renewal, the parties agree to renew the Lease Agreement as follows:

1. The foregoing recitals are true and correct and form a material part of this Final Renewal upon which the parties have relied.

2. The Lease Agreement is hereby renewed for the final term of two years from April 13, 2024, through April 12, 2026, unless terminated sooner as provided for in the Lease Agreement.

3. Section 22 of the Lease Agreement is deleted and replaced with the following:

Section 22. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to the following:

For LANDLORD:

Seminole County Public Works Department
Facilities & Property Management Division
Contracts & Leasing Coordinator
205 West County Home Road
Sanford, Florida 32773

For TENANT:

Impower, Inc.
2290 N. Ronald Reagan Boulevard, Suite 116
Longwood, Florida 32750

Either Party may change its above designations for notice by providing written notice to the other party as provided in this Section.

4. Except as provided in this Final Renewal, all terms and conditions of the Lease Agreement, as previously amended, remain in full force and effect for the term of this Renewal.

IN WITNESS WHEREOF, the parties have executed this Final Renewal for the purposes expressed above.

WITNESSES:

LeeAnne Daughtry
SIGNATURE

LeeAnne Daughtry
PRINT NAME

SIGNATURE

Marcie Dearth
PRINT NAME

IMPOWER, INC., a Florida corporation

By: Anna M. Kesic

PRINT NAME: Anna M. Kesic

TITLE: President/CEO

Date: 12/15/23

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
12/11/2023

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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Date: 1/23/24

As authorized for execution by the Board of County Commissioners at its 1/23, 2024, regular meeting.

FIRST RENEWAL TO LEASE AGREEMENT
WITH IMPOWER, INC.

THIS FIRST RENEWAL TO LEASE AGREEMENT ("First Renewal") is made and entered into this 25th day of January, 2022 and is to that certain Lease Agreement made and entered into on the 24th day of March, 2020, as amended on July 28, 2020, between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Renewal referred to as "LANDLORD," and **IMPOWER, INC.**, a Florida corporation, whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, in this First Renewal referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on March 24, 2020, as amended on July 28, 2020, for the lease of certain property beginning April 13, 2020 and ending April 12, 2022 (the "Lease Agreement"); and

WHEREAS, the Lease Agreement, as amended, provides for two additional renewal periods each consisting of a two-year term; and

WHEREAS, the parties desire to renew the Lease to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, the parties have determined that it would be in their best interest to continue rather than terminate this Lease Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Renewal, the parties agree to renew the Lease Agreement as follows:

1. The foregoing recitals are true and correct and form a material part of this First Renewal upon which the parties have relied.

2. The Lease Agreement is hereby renewed for the term of two years from April 13, 2022, through April 12, 2024, unless terminated sooner as provided for in the Lease Agreement.

3. Except as provided in this First Renewal, all terms and conditions of the Lease Agreement, as previously amended, remain in full force and effect for the term of this Renewal.

IN WITNESS WHEREOF, the parties have executed this First Renewal for the purposes expressed above.

WITNESSES:

SIGNATURE

Onchantho Am
PRINT NAME

SIGNATURE

Marcie Dearth
PRINT NAME

IMPOWER, INC., a Florida corporation

By: _____

PRINT NAME: Anna M . Kesic

TITLE: President/CEO

Date: 12/17/21

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ATTEST:

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

For the use and reliance of
Seminole County only.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: 1/25/2022

As authorized for execution by the Board of County Commissioners at its Jan. 25, 2022, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/iv
12/9/21

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FIRST AMENDMENT TO IMPOWER, INC. LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is to that Lease Agreement entered into on the 24th day of March, 2020, by and between **IMPOWER, INC.**, whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, in this First Amendment referred to as "TENANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment referred to as "LANDLORD."

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on March 24, 2020, for the property located at 3800 Dike Road, Winter Park, Florida 32792 for a term commencing on April 13, 2020 and continuing through April 12, 2022, and upon written agreement by the parties, providing for an extension of this Lease Agreement for two (2) additional two (2) year terms; and

WHEREAS, Section 21 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the parties desire to amend the Lease Agreement to revise Section 11(e) to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Deni Porter DEPUTY CLERK

1. Section 11(e) of the Lease Agreement is amended to read:

Section 11. INSURANCE.

* * * * * * *

(e) Claims-Made Basis. All insurance policies may be on an occurrence basis or claims-made basis. If a claims-made basis, coverage meeting the requirements of this Lease Agreement must be maintained for three (3) years following the termination of Lease Agreement obligations.

* * * * * * *

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement for the purpose expressed above.

WITNESSES:

SIGNATURE

Onchantho Am

PRINT NAME

SIGNATURE

Anthony Thompson

PRINT NAME

IMPOWER, INC.

ANNA KESIC, CEO

6/18/2020

[Balance of this page intentionally blank; signatory page continues on Page 3.]

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: 7-28-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its July 28, 2020, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
06/15/20
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LEASE AGREEMENT WITH IMPOWER, INC.

THIS LEASE AGREEMENT is made and entered into this 24th day of March, 20 20, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, in this Lease referred to as "LANDLORD," and **IMPOWER, INC.**, whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, in this Lease referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD owns the real property located at 3800 Dike Road, Winter Park, Florida 32792 and described as:

> SECTION 26, TOWNSHIP 21, RANGE 30 EAST; EAST 3/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS ROAD AND SOUTH 1/2 OF WEST 1/2 OF EAST 2/3 AND WEST 165 FEET OF SOUTH 300 FEET)
>
> Parcel ID No.: 26-21-30-300-0010-0000 (the "Leased Premises").

WHEREAS, the Board of County Commissioners has the authority under Section 125.38 Florida Statutes, to lease real property for the public community interest and welfare for a nominal price if such property is not needed for a County purpose;

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to TENANT as are outlined under this Lease Agreement constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Lease Agreement, LANDLORD and TENANT agree as follows:

Section 1. Leased Premises. Upon payment of the rent as set forth in this Lease Agreement, LANDLORD hereby leases and demises the following described premises, located in the County of Seminole, State of Florida:

> SECTION 26, TOWNSHIP 21, RANGE 30 EAST; EAST 3/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 (LESS ROAD AND SOUTH 1/2 OF WEST 1/2 OF EAST 2/3 AND WEST 165 FEET OF SOUTH 300 FEET)
>
> 3800 Dike Road, Winter Park, Florida 32792
> Parcel ID No.: 26-21-30-300-0010-0000 (the "Leased Premises").

Section 2. Term. The term of this Lease Agreement commences on April 13, 2020 and continues through April 12, 2022. Upon written agreement by the parties, this Lease Agreement may be extended for two (2) additional two (2) year terms.

Section 3. Rental. TENANT shall pay LANDLORD the sum of ONE AND NO/100 DOLLAR ($1.00) per year during the following Lease Agreement term as rent for the Leased Premises with the total Lease amount payable upon execution of this Lease Agreement.

Section 4. Payments. When due, TENANT shall send payments required under the terms of this Lease Agreement to:

> Seminole County Public Works Department
> Facilities & Property Management Division
> Contracts & Leasing Coordinator
> 205 West County Home Road
> Sanford, Florida 32773

Section 5. Handicapped Standards and Alterations.

(a) TENANT agrees that the Leased Premises now conforms, or that prior to TENANT's occupancy, TENANT, at its expense, shall bring the Leased Premises into conformance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Chapter 553, Part II, Florida Statutes (2019), providing requirements for persons with disabilities, and with the requirement of the Americans with Disabilities Act of 1990,

Public Law the 101-336, enacted July 26, 1990, and as subsequently amended, 42 U.S.C. §§12101, et seq., (2020) and its implementing regulations, Section 28 C.F.R. Part 35 (2020), and 36 C.F.R. Part 1191 (2020), as these statutes and regulations may be amended from time to time.

(b) TENANT will have the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first obtaining the written consent of LANDLORD. LANDLORD shall not unreasonably withhold the consent to any such alterations.

Section 6. Use of Leased Premises. TENANT will have the exclusive use of the Leased Premises for such use as is described in Exhibit A, attached to this Lease Agreement. TENANT covenants that it will not permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the ordinances of Seminole County. Further, TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises, or increase the hazard of risk. TENANT shall not permit any nuisance on the Leased Premises.

Section 7. Quiet Possession. LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease Agreement.

Section 8. Utilities and Maintenance.

(a) TENANT shall provide and pay for all utilities, including lights, gas, electrical current, water, and sewer used anywhere in, on, or about the Leased Premises. TENANT shall pay the charges made by the suppliers of these utilities promptly when due.

(b) TENANT shall provide all necessary maintenance and repairs for the Leased Premises, both interior and exterior, including HVAC and grounds of the Leased Premises for the duration of this Lease Agreement.

Section 9. Assignment and Sublease. TENANT shall not assign this Lease Agreement or sublet the Leased Premises or any part of them.

Section 10. Indemnification of LANDLORD. TENANT shall hold harmless, indemnify, and defend LANDLORD, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the use of the Leased Premises, or TENANT's provision of services under this Lease Agreement.

Section 11. Insurance.

(a) General. TENANT shall procure and maintain insurance required under this Section at TENANT's own cost.

(1) TENANT shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, TENANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before

expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by TENANT will relieve TENANT of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall immediately notify LANDLORD as soon as TENANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company

with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT will be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at TENANT's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by TENANT and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by TENANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) TENANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services

Office. Coverage must include owned, non-owned, and hired autos or any auto used by TENANT. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability for autos used by TENANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by TENANT pursuant to this Lease Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by LANDLORD or LANDLORD's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of TENANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Lease Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve TENANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Lease Agreement.

Section 12. Maintenance and Repairs.

(a) TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering. During the term of this Lease Agreement, TENANT shall keep the interior and exterior of the Leased Premises in as good a state of repair as it is at the time of the commencement of this Lease Agreement, reasonable wear and tear excepted.

(b) TENANT shall maintain and keep in repair the exterior of the Leased Premises during the term of this Lease Agreement. TENANT will also be responsible for the replacement of all doors and windows broken or damaged, including painting, in the Leased Premises.

(c) TENANT shall maintain the interior and exterior of the Leased Premises, including grounds and parking area, in conformity with all applicable health and safety laws, ordinances, and codes that are presently in effect and that may subsequently be enacted during the term of this Lease Agreement and any renewal terms.

(d) LANDLORD shall furnish pest control services for the Leased Premises during the term of this Lease Agreement.

Section 13. Heating, Air Conditioning, and Janitorial Services.

(a) TENANT shall maintain heating and air conditioning equipment in satisfactory operating condition at all times for the Leased Premises during the term of this Lease Agreement at the expense of TENANT.

(b) TENANT shall provide janitorial services and all necessary janitorial supplies, including the provision of garbage refuse and recycling trash disposal for the Leased Premises during the term of this Lease Agreement at TENANT's expense.

Section 14. Fire and Other Hazards.

(a) In the event that the Leased Premises, or the major part of them, are destroyed by fire, lightning, storm, or other casualty, LANDLORD, at its option, may forthwith repair the damage to the Leased Premises at LANDLORD's expense.

(b) TENANT shall provide for fire protection during the term of this Lease Agreement in accordance with the fire safety standards of the State Fire Marshall. TENANT will be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. TENANT shall make the Leased Premises available for inspection by the State Fire Marshall at any reasonable time.

Section 15. Fire Insurance. LANDLORD will not be responsible to carry fire insurance on the person or property of TENANT, or any other person or property that may now or subsequently be placed in or on the Leased Premises.

Section 16. Cancellation and Termination.

(a) This Lease Agreement may be cancelled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party; or

(b) If TENANT fails or ceases to use the Leased Premises for any or all of the uses as described in Exhibit A without prior written permission of LANDLORD, LANDLORD may terminate this Lease Agreement immediately upon written notice to TENANT.

Section 17. Surrender of Possession. TENANT agrees to deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease Agreement in as good condition as when TENANT takes possession, except for ordinary wear and tear, alterations permitted under this Lease Agreement, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion, or commotion, military or usurped power.

Section 18. Removal of Property. Without demand and at TENANT's own cost and expense and prior to expiration or sooner termination of the term of this Lease Agreement, TENANT shall undertake the following: (a) remove all property belonging to TENANT and all alterations, additions, or improvements and fixtures which, by the terms of this Lease Agreement, TENANT is permitted to remove; (b) repair all damage to the Leased Premises caused by such removal; and (c) restore the Leased Premises to the condition they were in prior to the installation of the property or fixtures so removed. Any property or fixtures not so removed will be deemed to have been abandoned by TENANT and may be retained or disposed of by LANDLORD.

Section 19. Acceptance of Leased Premises "As Is" by TENANT. The taking of possession of the Leased Premises "as is" by TENANT will be conclusive evidence that the Leased Premises were in good and satisfactory condition when possession of them was taken, latent hidden defects excepted.

Section 20. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease Agreement by LANDLORD or by TENANT may be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease Agreement.

Section 21. Amendment or Modification. LANDLORD and TENANT acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed in this Lease Agreement, and that no amendment or modification of this Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of this Lease Agreement.

Section 22. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to the following:

For LANDLORD:

Seminole County Public Works Department
Facilities & Property Management Division
Contracts & Leasing Coordinator
205 West County Home Road
Sanford, Florida 32773

For TENANT:

Impower, Inc.
111 West Magnolia Avenue
Longwood, Florida 32750

Section 23. Default. Each party to this Lease Agreement, in the event of an act of default by the other party, will have all remedies available to it under the laws of the State of Florida.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Lease Agreement. The sole jurisdiction and venue for any legal action in connection with this Lease Agreement will be in the courts of Seminole County, Florida.

Section 25. LANDLORD's Right to Inspect. LANDLORD reserves the right to inspect the Leased Premises on an annual basis upon reasonable advance notice to TENANT.

Section 26. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

[Signature and Attestations continue on Page 13.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ALICIA CULP, Secretary

(CORPORATE SEAL)

IMPOWER, INC.

By:

ANNA KESIC, CEO

Date: 02/20/2020

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

JAY ZEMBOWER, Chairman

Date: 3-24-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its 3-24, 2020, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
02/18/20
Attachment:
Exhibit A – Use of Leased Premises
T:\Users\dedge\My Documents\Leases\2020\Impower, Inc. (The Village).docx

EXHIBIT A

AGENCY NAME:	IMPOWER, Inc.
AGENY ADDRESS:	Administrative: 111 W Magnolia Avenue, Longwood, FL 32750 Program Office: 3800 Dike Road, Winter Park, FL 32792
PRESIDENT/CEO:	Anna Kesic
AGENCY PHONE:	Administrative: 407-215-0095 Program Office: 407-478-4034

Description

Goal: To prevent homelessness for vulnerable and at-risk young adults through the provision of supportive housing and comprehensive wraparound supports to aid in the successful transition to stable independent living as adults.

Eligibility: Youth ages 18-25 who have been in the child welfare system or are homeless.

Services: The Village will serve as supportive housing option for youth and/or young adults as they work toward completing their education, securing and maintaining employment and building a network of supports to sustain them as they transition to adulthood and community living. Services may include but are not limited to:

- Dorm style housing
- Employment and education supports and assistance
- Life skills training and education that promotes independence and supports long-term homelessness prevention
- Financial literacy and budgeting education
- Transportation
- Basic needs (food, clothing, hygiene care)
- Mental health/substance misuse intervention and prevention
- Case management services
- Housing education and tours
- Volunteer training and opportunities
- Activities/assessments that demonstrate self-sufficiency and personal growth
- Mentoring, tutoring and other personal supports
- Medical and legal advocacy and assistance

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0167

Title:

Approve and authorize the Chairman to execute a sidewalk easement in favor of the City of Longwood for their sidewalk project along S. Grant Street in Longwood. District4 - Lockhart **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Beth Broxton/407-665-5658

Background:

The City of Longwood has a sidewalk project along S. Grant Street. Seminole County Government owns a parcel along this roadway that serves as a drainage pond for Dog Track Road. Due to limited right of way, the City of Longwood has requested the County to convey a sidewalk easement to accommodate the construction and continued maintenance of the sidewalk. Public Works has reviewed the request and has no opposition to the granting of the sidewalk easement.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a sidewalk easement in favor of the City of Longwood for their sidewalk project along S. Grant Street in Longwood.

After recording return to:

City of Longwood
Attn: City Clerk
175 West Warren Avenue
Longwood, Florida 32750

Tax Parcel ID # 05-21-30-518-0000-012B

PUBLIC SIDEWALK EASEMENT

THIS PUBLIC SIDEWALK EASEMENT is made this _____ day of _____ 2025, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, having a permanent address at 1101 East First Street, Sanford, Florida 32771, hereinafter called the "Grantor", in favor of the **CITY OF LONGWOOD,** a Florida municipality, with its permanent address at 175 Warren Avenue, Longwood, Florida 32750, hereinafter call the "Grantee".

WITNESSETH:

That the Grantor, for and in good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, and conveys unto the Grantee, its successors and assigns an easement (the "Easement") for construction, repair, replacement, reconstruction, maintenance, control, regulation, operation, use, and modification of a public sidewalk and appurtenances thereto. The Easement shall be over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference.

The rights granted to Grantee by Grantor specifically include, but are not limited to the right to control, construct, reconstruct, regulate, repair, replace, operate, use, maintain, and modify a public sidewalk located within the Easement along with the right of use of and ingress and egress over, upon and through the Easement by the general public in a manner consistent with public sidewalk use.

Subject to and without waiving Grantor's or Grantee's sovereign immunity, Grantee shall be responsible for any liability imposed by law as the result of persons being injured on or by the sidewalk improvements constructed by Grantee within the Easement. Grantee shall be responsible for the maintenance and repair of the sidewalk improvements. All covenants, terms, rights, and provisions herein contained shall inure and extend to and be obligatory upon the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD, this Easement unto the Grantee and its successors and assigns forever.

The Grantee herein and its successors and assigns shall have the right to clear and keep all trees, undergrowth and other obstructions that may interfere with the normal use, operation or maintenance of the Easement, out of and away from the herein granted Easement, and the Grantor, their heirs, successors and assigns, agree not to build, construct or create, nor permit others to build, construct or create any buildings or other structures and obstructions on the

herein granted Easement that may interfere with the normal operation, use or maintenance of the sidewalk. Grantee may enter upon sufficient land adjacent to said Easement for the purpose of exercising the rights and privileges granted herein.

Wherever used herein, the terms "Grantor" and "Grantee" include their respective heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations.

IN WITNESS WHEREOF, Grantor has executed this Easement by the day and year first written above.

ATTEST:

SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20__, regular meeting.

Approved as to form and
legal sufficiency.

_____

County Attorney
CP/coh

Attachment:
Exhibit A – Legal Description and Sketch

S:\AKA\CLIENTS\Longwood, City of\General L324-21313 Sidewalk Easement Seminole County - Longwood Sidewalk Easement - Grant Street Project.doc

GRANTEE:

CITY OF LONGWOOD, a
Florida municipal corporation

Brian D. Sackett, Mayor

ATTEST:

Liane Cartagena, City Clerk

Date: March 2, 2026

SEAL

SCHEDULE "A"

DESCRIPTION (BY THIS SURVEYOR):

A PORTION OF LOT 12, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 05, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°00'45" EAST, A DISTANCE OF 310.00 FEET ALONG THE WEST LINE OF SAID LOT 12 TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3018, PAGE 723, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 77°03'25" EAST, A DISTANCE OF 534.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, SOUTH 77°03'25" EAST, A DISTANCE OF 7.45 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GRANT STREET (1ST STREET WEST) AS SHOWN ON SEMINOLE COUNTY ENGINEERING DEPARTMENT RIGHT OF WAY MAP FIELD BOOK NUMBER 92502 AND TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,234.90 FEET, A CENTRAL ANGLE OF 06°06'48" AND A CHORD BEARING OF SOUTH 38°43'04" WEST, THENCE ALONG SAID WEST RIGHT OF WAY LINE FROM A TANGENT BEARING OF SOUTH 41°46'28" WEST, SOUTHWESTERLY A DISTANCE OF 345.16 FEET ALONG THE ARC OF SAID CURVE TO THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE NORTH 70°29'46" WEST, A DISTANCE OF 1.00 FEET ALONG SAID SOUTH LINE TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 3,240.90 FEET, A CENTRAL ANGLE OF 06°03'05" AND A CHORD BEARING OF NORTH 37°45'10" EAST, THENCE FROM A TANGENT BEARING OF NORTH 34°43'37" EAST, NORTHEASTERLY A DISTANCE OF 342.29 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 1,291 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF LOT 12, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, BEING SOUTH 00°00'45" EAST. (ASSUMED)
2. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
3. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

NOT VALID WITHOUT SHEETS 1-2

SKETCH & DESCRIPTION

FOR

CITY OF LONGWOOD

Date: JULY 9, 2024 SK

Job Number: 71123

Scale: 1" = 100'

Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.**

REVISED: 03/28/2025 (SK)

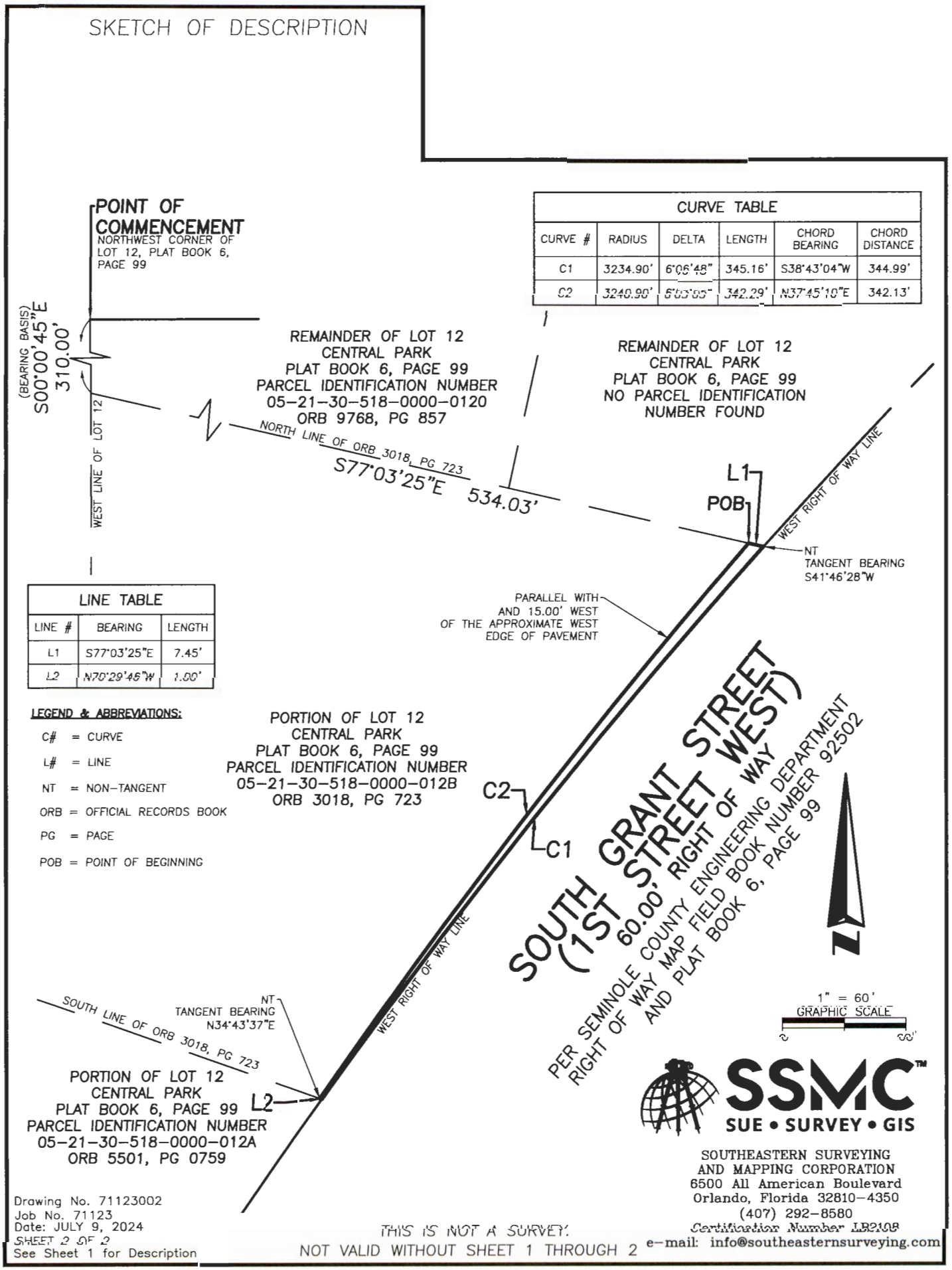
SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

Certification Number LB2108 71123002

SSMC™
SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
e-mail: info@southeasternsurveying.com

JAMES E. MAZURAK, PSM
Registered Land Surveyor Number 6377

SKETCH OF DESCRIPTION



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	3234.90'	6°06'48"	345.16'	S38°43'04"W	344.99'
C2	3240.90'	6°03'05"	342.29'	N37°45'10"E	342.13'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S77°03'25"E	7.45'
L2	N70°29'46"W	1.00'

LEGEND & ABBREVIATIONS:

C# = CURVE
L# = LINE
NT = NON-TANGENT
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
POB = POINT OF BEGINNING

SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 71123002
Job No. 71123
Date: JULY 9, 2024
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2

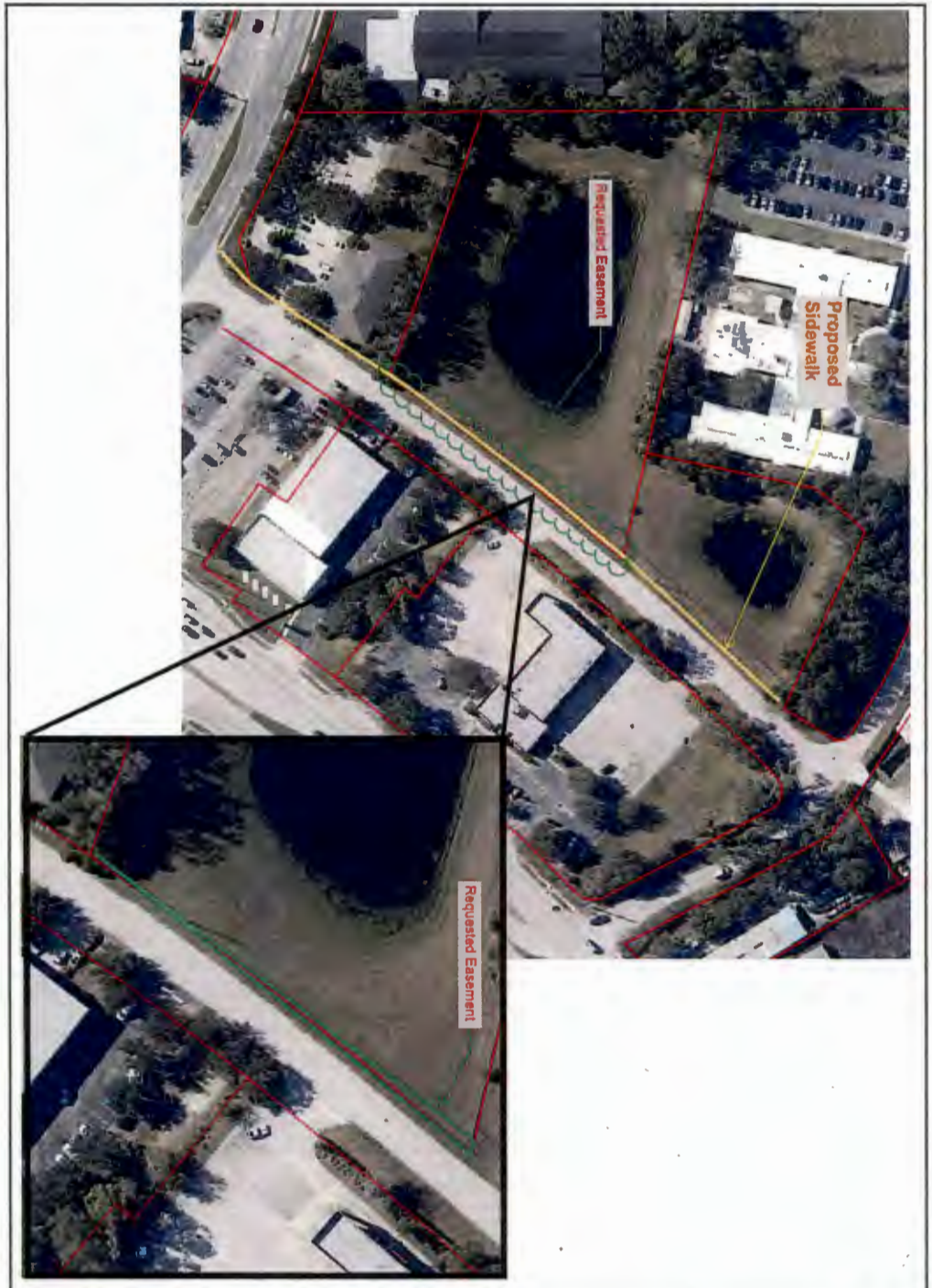
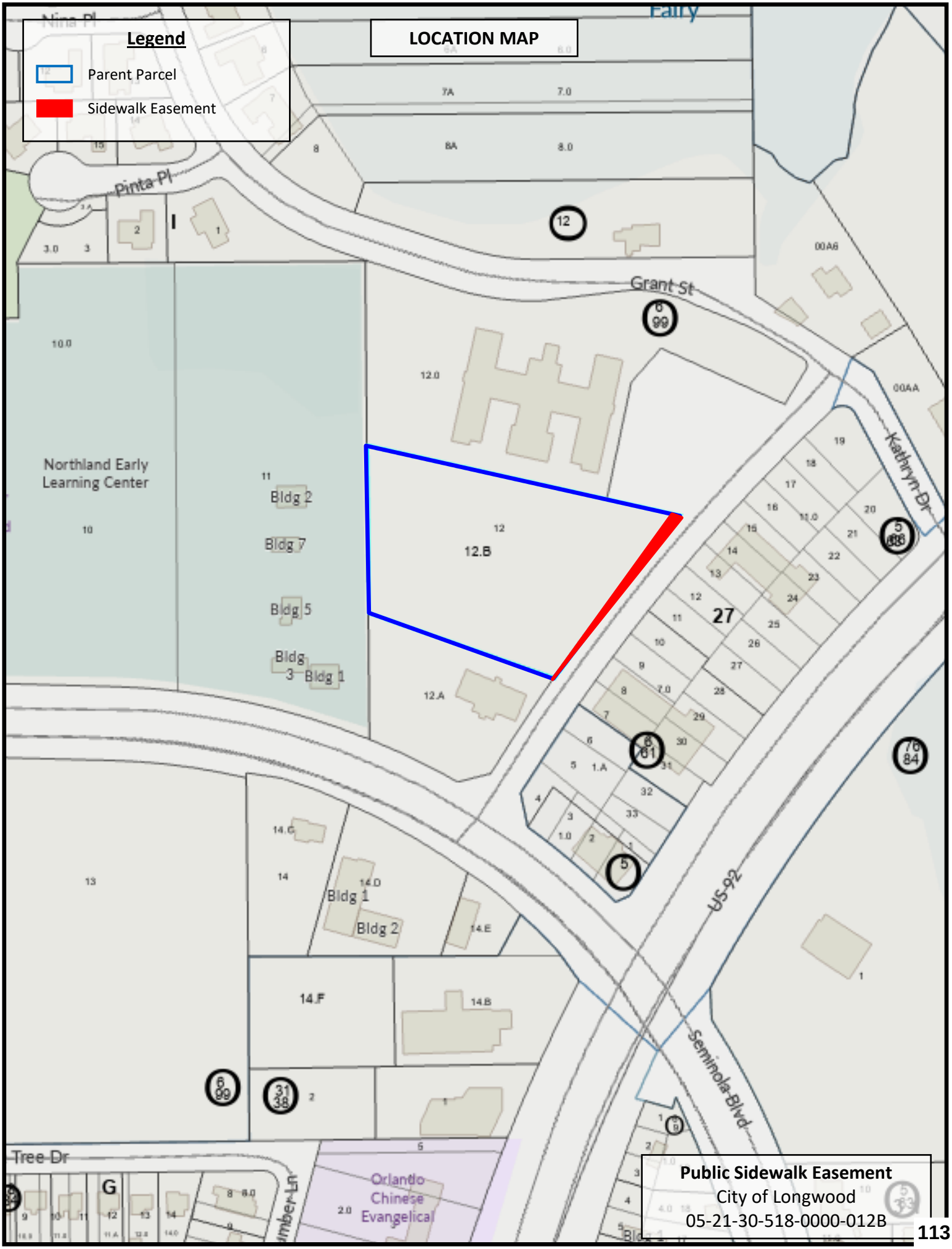


EXHIBIT A

City of Longwood
Department of Public Works
907 East SR 434
Longwood, Florida 32750
407-263-2382

City of Longwood
Proposed Sidewalk and Easement

LONGWOOD Florida


Legend
Parent Parcel
Sidewalk Easement
LOCATION MAP
Nina Pl
Pinta Pl
Grant St
Northland Early Learning Center
Bldg 2
Bldg 7
Bldg 5
Bldg 3
Bldg 1
12.B
12.A
27
Kathryn Dr
US-92
Seminola Blvd
Bldg 1
Bldg 2
14.F
14.B
Tree Dr
Orlando Chinese Evangelical
Public Sidewalk Easement
City of Longwood
05-21-30-518-0000-012B

File Number: 2026-0249

Title:

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel #706 for a temporary construction easement necessary for the Slavia Road Improvement Project (219 ± SF in total) between Joanne P. Kingsland, as Trustee and Seminole County for $50,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District1 - Dallari **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services-Real Estate

Authorized By:

Shane Fischer, Real Estate Division Manager

Contact/Phone Number:

Neil Newton/407-665-5711

Background:

This parcel (#706) has been identified as being needed for a temporary construction easement necessary for the Slavia Road Improvement Project. The owner (Joanne P. Kingsland, as Trustee / Tax ID #20-21-31-300-001A-0000) of the property located on the south side of Slavia Road and contiguous on the east side of SR 417, in Oviedo, Florida, has agreed to sell and convey this temporary construction easement to Seminole County for the sum of $50,000.00 inclusive of all fees and costs.

The parent property (two contiguous tax parcels) is essentially vacant, but includes various sheds and fencing, and consists of 17.765 ± acres of land. The County's valuation of this acquisition is $28,100.00; the majority of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was $41,310.00. After negotiations with the owner through her attorney, a settlement was reached at $50,000, inclusive of all fees and costs.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Purchase

Agreement related to Project Parcel #706 for a temporary construction easement necessary for the Slavia Road Improvement Project (219 ± SF in total) between Joanne P. Kingsland, as Trustee and Seminole County for $50,000.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

PURCHASE AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into by and between **JOANNE P. KINGSLAND**, as Trustee of the Declaration of Trust of the Richard and Joanne Kingsland Family Trust, dated March 18, 2002, whose address is 261 North Goldenspur Way, Orange, California 92869-4429, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY requires the property described below for a temporary construction easement in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a temporary construction easement on the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 20-21-31-300-001A-0000

II. CONVEYANCE AND PURCHASE PRICE

(a) OWNER shall sell and convey to COUNTY an easement on the Property for the above-referenced project by a Temporary Construction Easement for a term of five (5) years from the date of commencement of the above-described Road Project, free of all liens and encumbrances, for the sum of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00). This amount includes all compensation due to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b) COUNTY is responsible for the following closing costs: recording fee for the Temporary Construction Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses

to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Temporary Construction Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2025).

III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a temporary construction easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida

Statutes (2025), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect.

This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

Witness

Joseph Deschenes
Print Name

Witness

Veronica Wilhelm
Print Name

Joanne P. Kingsland TTE
JOANNE P. KINGSLAND

02/25/2026
Date

[Balance of this page intentionally blank; signatory page continues on Page 5]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20__, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Legal Description and Sketch

CMP/coh
10/10/25
T:\Users\Legal Secretary CSB\Public Works\Agreements\2025\Purchase Agreement - Temporary Construction - Kingsland, Joanne P.docx

LEGAL DESCRIPTION

Exhibit "A"

A parcel of land located in the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 21 South, Range 31 East, Seminole County, Florida, being a portion of the lands described in Official Records Book 8100, Page 1150 of the Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with disk stamped "REG. PUB. SUR. NO. 873 1978 1/4 COR 20/21" marking the East 1/4 corner of Section 20, Township 21 South, Range 31 East, Seminole County, Florida; thence run South 89°46'50" West along the North line of the Southeast 1/4 of said Section 20, a distance of 2005.18 feet to a point on the Northerly extension of the East line of lands described in Official Records Book 2389, Page 943 of said Public Records; thence departing said North line, run South 00°55'05" East along said Northerly extension, a distance of 50.00 feet to a point on the existing South Right of Way line of Slavia Road, a 100.00 feet wide Right of Way as shown on Florida Department of Transportation Right of Way Map Section 97770-2301; thence departing said Northerly extension, run South 89°46'50" West along said South Right of Way line, a distance of 260.00 feet to a point on the East line of lands described in Official Records Book 8100, Page 1150 of said Public Records for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 00°55'05" East along said East line, a distance of 9.00 feet to a point on a line lying 9.00 feet Southerly of and parallel with said South Right of Way line; thence departing said East line, run South 89°46'50" West along said parallel line, a distance of 24.35 feet to a point on the existing Easterly Right of Way line of Seminole County Expressway (State Road 417), a varied width Right of Way as shown on said Florida Department of Transportation Right of Way Map Section 97770-2301 and the West line of said lands described in Official Records Book 8100, Page 1150; thence departing said parallel line, run North 00°45'50" West along said Easterly Right of Way line and said West line, a distance of 9.00 feet to a point on aforesaid South Right of Way line of Slavia Road; thence departing said Easterly Right of Way line and said West line, run North 89°46'50" East along said South Right of Way line, a distance of 24.32 feet to the POINT OF BEGINNING.

Containing 219 square feet, more or less.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR CERTIFICATION & LEGEND

DATE	OCTOBER 15, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50140689

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

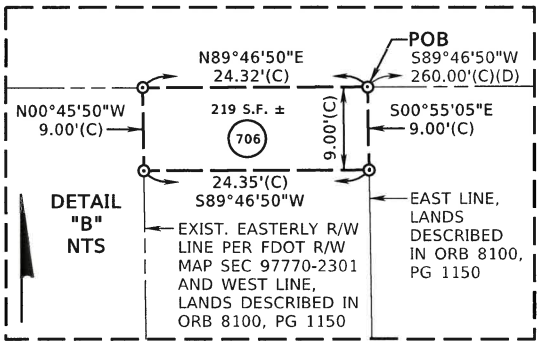
SLAVIA ROAD
SEMINOLE COUNTY
C.I.P. 01785146

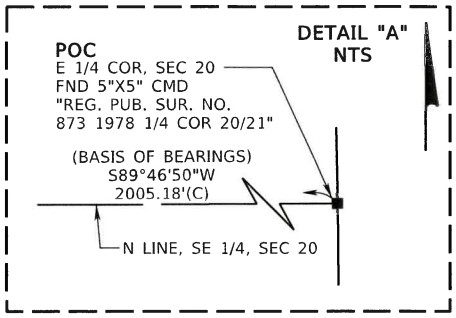
PARCEL
706

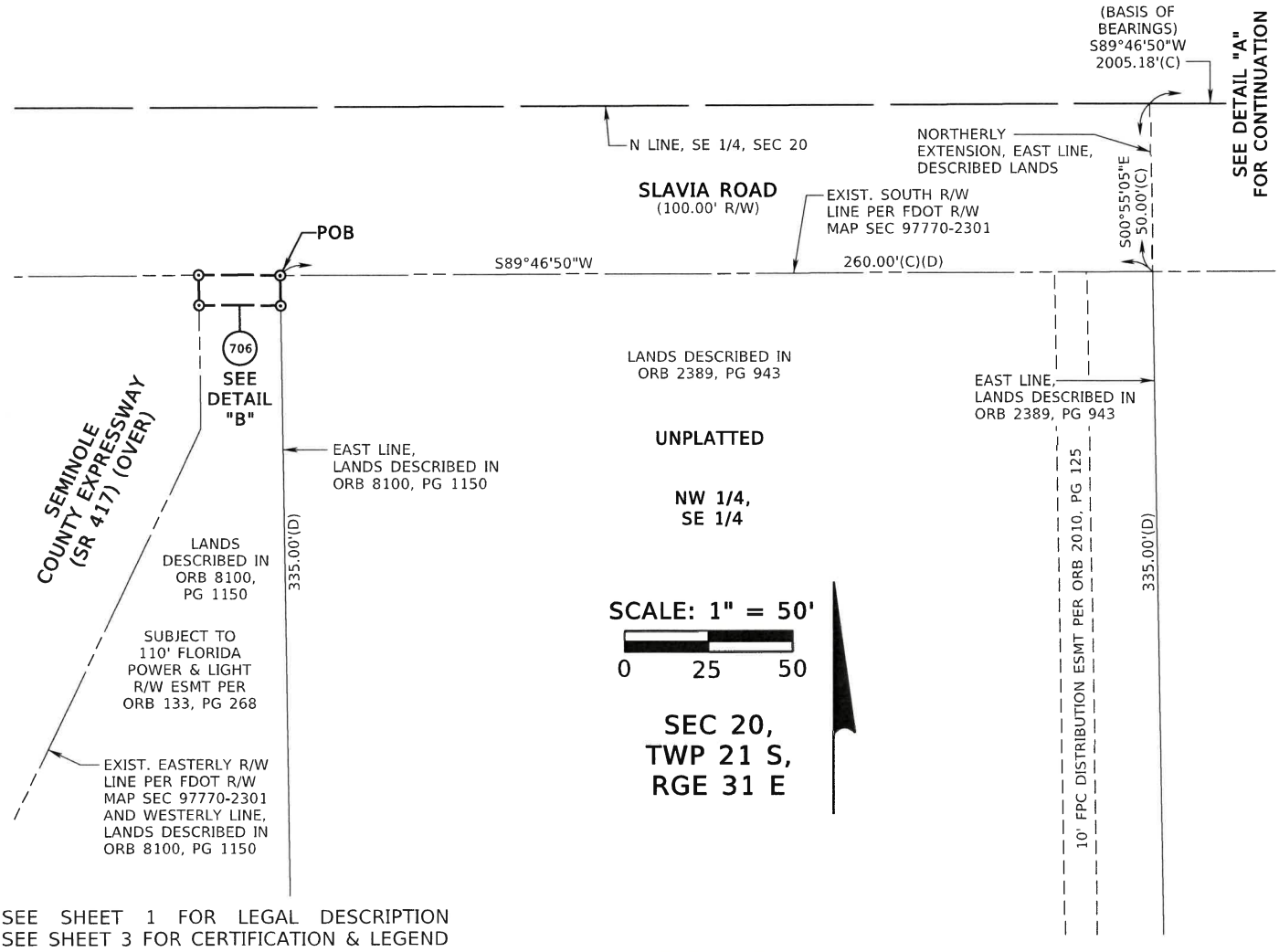
SCALE: N/A

SHEET 1 OF 3

SKETCH OF DESCRIPTION







SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR CERTIFICATION & LEGEND

DATE	OCTOBER 15, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50140689

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

SLAVIA ROAD
SEMINOLE COUNTY
C.I.P. 01785146

PARCEL 706

SCALE: 1"=50'

SHEET 2 OF 3

SKETCH OF DESCRIPTION

LEGEND & ABBREVIATIONS

AC.	= ACRES	ORB	= OFFICIAL RECORDS BOOK
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	PB	= PLAT BOOK
CM	= CONCRETE MONUMENT	PKD	= PARKER-KALON NAIL AND DISK
CMD	= CONCRETE MONUMENT W/ DISK	PG	= PAGE / PAGES
COR	= CORNER	PI	= POINT OF INTERSECTION
CR	= COUNTY ROAD	POB	= POINT OF BEGINNING
(C)	= CALCULATED DISTANCE	POC	= POINT OF COMMENCEMENT
(D)	= DEED DISTANCE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
DB	= DEED BOOK	(P)	= PLAT
ESMT	= EASEMENT	RGE	= RANGE
EXIST.	= EXISTING	RT	= RIGHT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	R/W	= RIGHT OF WAY
FND	= FOUND	SC	= SEMINOLE COUNTY
FPC	= FLORIDA POWER CORPORATION	SEC	= SECTION
F.P.	= FINANCIAL PROJECT	SR	= STATE ROAD
(F)	= FIELD DISTANCE	SRD	= STATE ROAD DEPARTMENT
ID	= IDENTIFICATION	STA.	= STATION
IRC	= IRON ROD WITH CAP	S.F.	= SQUARE FEET
LB	= LICENSED SURVEY BUSINESS	TCE	= TEMPORARY CONSTRUCTION EASEMENT
MND	= MAG NAIL AND DISK	TWP	= TOWNSHIP
ND	= NAIL AND DISK	W/	= WITH
NO.	= NUMBER	±	= MORE OR LESS
NTS	= NOT TO SCALE	⊙	= CHANGE IN DIRECTION
N/A	= NOT APPLICABLE		= SAME PROPERTY OWNER
			= R/W LINE

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS TO COMMITMENT NO. 1384360A2, EFFECTIVE DATE OF APRIL 10, 2023.

2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, USING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN), DERIVING A BEARING OF SOUTH 89°46'50" WEST ALONG THE NORTH LINE OF THE SE 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 10/15/2025 PER FAC 5J-17.062(2).

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.10.15 12:59:51 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

DATE	OCTOBER 15, 2025		
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		
DEWBERRY PROJECT NO.	50140689		
REVISION	BY	DATE	

CERTIFICATION OF AUTHORIZATION No. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

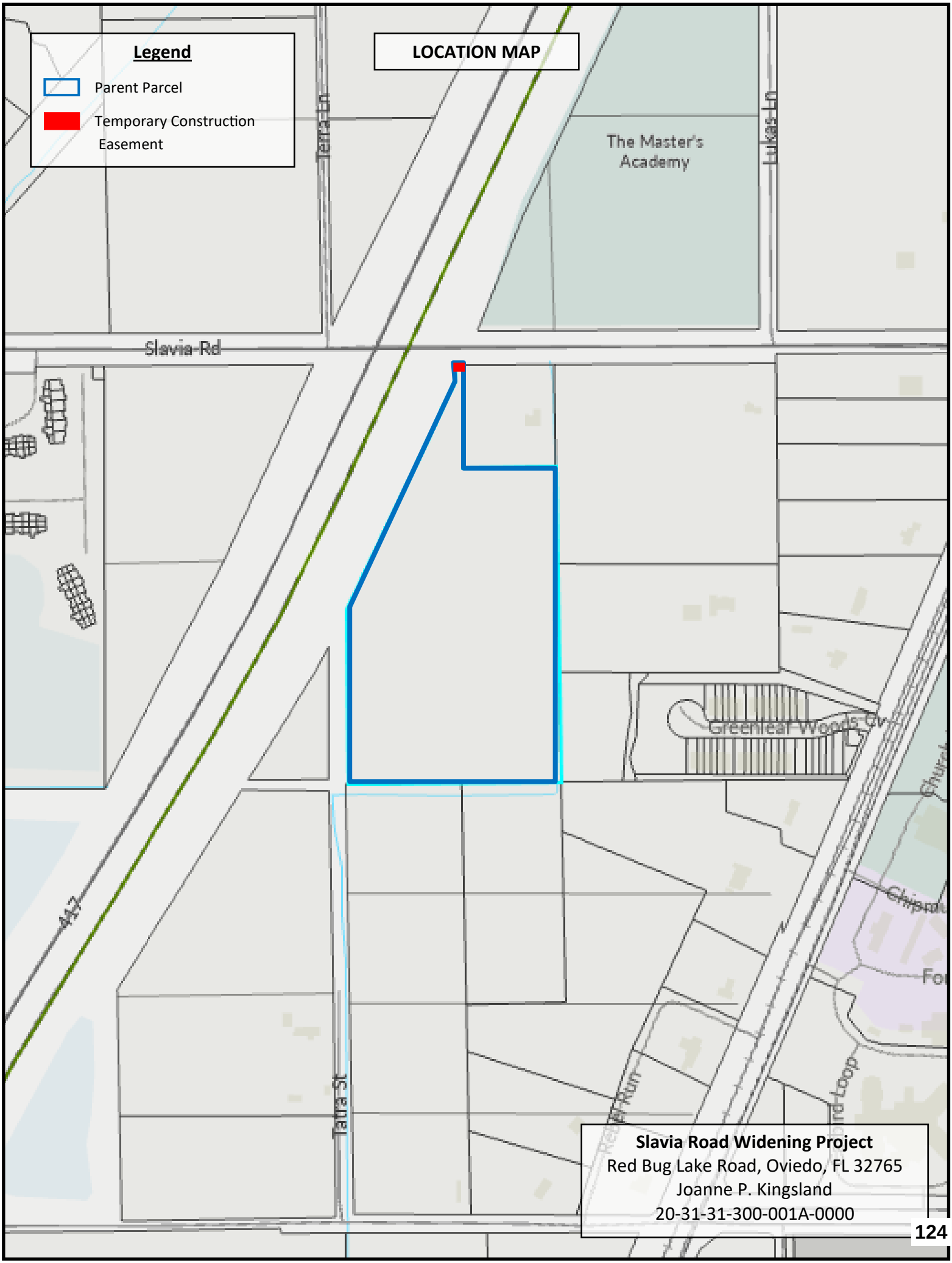
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SLAVIA ROAD
SEMINOLE COUNTY
C.I.P. 01785146

PARCEL
706

SCALE: N/A

SHEET 3 OF 3


Legend
Parent Parcel
Temporary Construction Easement
LOCATION MAP
Terra Ln
The Master's Academy
Lukas Ln
Slavia Rd
Greenleaf Woods Cv
417
Tatra St
Slavia Road Widening Project
Red Bug Lake Road, Oviedo, FL 32765
Joanne P. Kingsland
20-31-31-300-001A-0000

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0183

Title:

Award IFB-5095-26/LTT Fiber Optic Cables and Related Items to Anixter, Inc., at an estimated annual amount of $200,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Public Works

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

IFB-5095-26/LTT establishes a reliable supply chain for the Public Works Department to procure high-quality fiber optic cables and related items necessary for the County's infrastructure.

The project was publicly advertised, and the County received two (2) responses. The Review Committee consisting of Charles Wetzel, County Traffic Engineer; John Brown, Technology Coordinator; and John Slot, Director of Public Works reviewed the responses considering product quality, compliance, delivery, risk management, administrative and operational requirements.

The Review Committee recommends award for this project to Anixter, Inc., the lowest responsive and responsible bidder.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount is $200,000.00. The budget for this item is

located under account business unit 077708.

The attached backup documentation includes the Tabulation Sheet, Notice of Recommended Award, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award IFB-5095-26/LTT - Fiber Optic Cables and Related Items to Anixter, Inc. at an estimated annual amount of $200,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.

TABULATION OF BIDS RECEIVED

IFB-5095-25/LTT Fiber Optic Cables and Related Items

Response Deadline: February 4, 2026 at 2:00 pm

SUBMITTED BIDS	
Vendor	**Total Bid Price**
Anixter, Inc.	$463,674.25
DAS Cable & Wire Harness, LLC	$622,997.60

Recommendation and Notice of Intent to Award to: Anixter, Inc.

BOCC Meeting Date: March 10,2026 - Request to approve and award an Agreement to the lowest responsive and responsible vendor.

Posted By: Liduvina Torres, Sr. Procurement Analyst.

Notice of Recommended Award

Recommendation of Award for:

IFB-5095-26/LTT -Fiber Optic Cabling and Misc. Related Items

To: Anixter, Inc.

By signing below, I acknowledge I have reviewed all bid documents for the above-referenced project, including the qualifications and pricing of the contractor recommended for award, above. Accordingly, I recommend award of the project to the contractor referenced above.

Review Committee Members:

Name: Charles Wetzel

Signature: [signature] Date: 2/9/26

Name: John Brown

Signature: [signature] Date: 2-9-26

Name:

Signature: Date:

Name:

Signature: Date:

Director: I acknowledge the recommendation of award made by the Department's Review Committee.

Name: W. John Slottow

Signature: [signature] Date: 2/9/26

TERM CONTRACT FOR FIBER OPTIC CABLES AND RELATED ITEMS (IFB-5095-26/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **ANIXTER, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Patriot Blvd., Glenview, IL 60026 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide fiber optic cables and related items for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and

services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Traffic Engineering Division
140 Bush Loop
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers'

compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410,**

PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Traffic Engineering Division
140 Bush Loop
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Anixter, Inc.
2301 Patriot Blvd.
Glenview, IL 60026

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

ANIXTER, INC.

_____
Witness

By: _____

_____
Print Name

Adam Martinez
Print Name

_____
Witness

Senior Sales Manager
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services

PROJECT OVERVIEW

The purpose of this Scope of Services is to define the responsibilities of the Contractor for the procurement and delivery of fiber optic cables and related miscellaneous items. Contractor shall be responsible for all labor, materials, equipment, coordination and incidentals necessary for the delivery of fiber optic cables and related miscellaneous items.

CONTRACT AUTHORIZATION AND VOLUME

- Authorization for delivery by the Contractor under this Agreement shall be in the form of written Purchase Orders issued and executed by the County.
- The quantities the County procures will vary annually over the life of the contract.

PRODUCT OFFERING AND SPECIFICATIONS

1. **Condition of Products:** All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.
2. **Brand Name or Equal:**
    - If the Contractor is offering products of other Manufacturer/Suppliers, the Contractor must provide sufficient information to allow the County to determine that the product offered is equivalent or superior to the specified product including literature, Manufacturer and Model identification of the products.
    - The mention of a particular manufacturer's brand name or number is intended solely to designate the type or quality of merchandise acceptable.
    - Equal offers will be considered and must include descriptive literature and/or specifications.
    - Failure to provide the literature/specifications with an equal offer will result in the disqualification of the bid.
3. **Determination of Equality:** The determination as to whether any alternate product or service is or is not equal shall be made solely by the County. This determination shall be final and binding upon all Contractors. The County reserves the right to request and review additional information to make such a determination.
4. **Contractor Responsibility:** The Contractor shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon.
5. **Deviations:** Deviations from specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids, unless the bid is in response to a "Brand Name or Equal" requirement. If accepted, deviations will be specifically addressed in writing via an addendum to this Invitation for Bids.
6. **Non-Compliance:** Any goods or services that are not in compliance with the specifications will not be accepted.

EXHIBIT A

WARRANTY

- The Contractor shall fully warrant all products furnished hereunder against defect in materials and/or workmanship for the full manufacturer's warranty period date of delivery/acceptance by the County.
- Should any defect in materials or workmanship, except ordinary wear and tear, appear during the stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice.
- The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County.
- All warranty provisions of the Uniform Commercial Code shall additionally apply.

DELIVERY, DAMAGE, OR INCORRECT PRODUCTS

- The acceptance of delivery shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery.
- Damage/Incorrect Product Reporting: Damaged or incorrect product shall be reported to the Contractor by the County within a reasonable time frame after the damage is noticed.
- Contractor Responsibility: The Contractor is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the County.
- The Contractor shall bear all risk of loss or damage with respect to returned products. The Contractor or their Authorized Dealer is responsible for filing all claims for damage with carriers.
- The Contractor is required to keep the County informed of the replacement process and delivery date for any and all replacement orders.
- The County will not be charged a re-stock fee for any returns due to a Contractor error. The County shall not pay additional shipping and handling charges for the shipment of replacement products.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Anixter, Inc.

Item	Description	Alternate	Unit of Measure	Unit Cost
1	**Fiber Optic Cable 72 SM** **CORNING-C 072ZU4-T4F22D20** 72-F 8.3/125 LT DUCT/AERIAL .4/.3 DB/KM SMF28E ALTOS		FT	$0.90
2	**Fiber Optic Cable 144 SM** **CORNING-C 144EU4-T4701D20** 144-F 8.3/125 LT DUCT/AERIAL .4/.3 DB/KM SMF28E ALTOS		FT	$1.73
3	**Fiber Optic Cable 96 SM** **CORNING-C 096EU4-T4701D20** 96-F 8.3/125 LT DUCT/AERIAL .4/.3 DB/KM SMF28E ALTOS		FT	$1.18
4	**Fiber Optic Cable 24 SM** **CORNING-C 024ZU4-T4F22D20** 96-F 8.3/125 LT DUCT/AERIAL .4/.3 DB/KM SMF28E ALTOS		FT	$0.50
5	**Connector ST MM 62.5** **CORNING-C 95-000-50** ST 62.5/125 UNICAM CONNECTOR COMPOSITE FERRULE SINGLE PACK		EA	$15.20
6	**Connector ST SM** **CORNING-C 95-200-51** ST 8.3/125 SM SPC UNICAM CONN PRETIUM CERAMIC FERRULE SINGLE PACK		EA	$22.29
7	**Connector SC SM** **CORNING-C 95-200-41** SC 8.3/125 SM SPC UNICAM CONN PRETIUM CERAMIC FERRULE SINGLE PACK		EA	$21.93
8	**Connector SC MM 62.5** **CORNING-C 95-000-40** SC 62.5/125 UNICAM CONNECTOR COMPOSITE FERRULE SINGLE PACK		EA	$15.22
9	**Fan-Out 6 Fiber** **CORNING-C FAN-BT25-06** BUFFER TUBE FAN-OUT KIT FOR LT CABLE WITH 6-F BUFFER TUBES 25" FAN-OUT TUBING		EA	$21.66

EXHIBIT C

Item	Description	Alternate	Unit of Measure	Unit Cost
10	**Fan-Out 12 Fiber** **CORNING-C FAN-BT25-12** BUFFER TUBE FAN-OUT KIT FOR LT CBL WITH 12-F BUFFER TUBES 25" FAN-OUT TUBING		EA	$23.93
11	**Splice Tray** **CORNING-C M67-041** SPLICE TRAY SM/MM 12 FIBER FOR BARE FUSION SPLICES		EA	$57.02
12	**Patch Panel** **CORNING-C WIC-012** 12-F WALL-MT ENCLOSURE EMPTY - ADD 2 WIC PANELS WIC BEIGE	**NEW PART # WIC-02P**	EA	$146.99
13	**Patch Panel** **CORNING-C WIC-024** 24-F WALL-MT ENCLOSURE EMPTY - ADD 4 WIC PANELS	**NEW PART # WIC-04P**	EA	$241.99
14	**Patch Panel Module** **CORNING-C WIC-CP1-25T** 6 PORT PANEL ST MM LOADED COMP INSERT COMP HOUSING THREADED ADAPTERS		EA	$61.89
15	**Patch Panel Module** **CORNING-C WIC-CP1-19T** 6 PORT WIC PANEL ST SM LOADED THREADED SLEEVES		EA	$70.25
16	**Patch Panel Module** **CORNING-C CCH-CP06-19T** 6 PORT PANEL ST SM LOADED USE WITH CCH ENCLOSURE		EA	$74.47
17	**Patch Panel Module** **CORNING-C CCH-CP12-19T** 12 PORT PANEL ST SM LOADED USE WITH CCH ENCLOSURE		EA	$126.71
18	**Fiber Mechanical Splice** **CORNING-C 95-000-04** CAMSPLICE SM/MM 125&140 FIBER BUFFER:L/L, L/T, T/T 6 PACK		PK	$232.55
19	**Connector Tool** **CORNING-C TL-UC01** UNICAM INSTALLATION TOOL COMPATIBLE W/ CTS AND NON-CTS LC/MTRJ/SC/ST/FC		EA	$687.15

EXHIBIT C

Item	Description	Alternate	Unit of Measure	Unit Cost
20	**Camsplice Tool** **CORNING-C 2104040-01** ASSEMBLY TOOL FOR CAMSPLICE (ONE INCLUDED IN TOOL KIT)		EA	$429.04
21	**Mid-Access Tool** **CORNING-C OFT000** For 2.4 mm - 3.1 mm Tubes Buffer Access Tool - Mid-entry Tool		EA	$463.76
22	**Mid_Access Tool Blades** **CORNING-C Replacement Blades** OFT000 replacement Blades	**MFG # OFT-001**	EA	$17.76
23	**Patch Panel Module** **CORNING-C CCH-03U** 36/144-F RACK-MT ENCLOSURE 19" 3U EMPTY - ADD 6 CCH PNLS CCH UNIT		EA	$463.40
24	**Patch Panel** **CORNING-C CCH-04U** 72/288-F RACK-MT ENCLOSURE 19" 4U EMPTY ADD 12 CCH PANELS BLACK		EA	$520.07
25	**Patch Cable** **COMPU-LINK STCSCCD2-SPSM** 2-F JUMPER 6.6FT/2MT 8.3/125 ST(CER) TO SC(CER) DUPLEX SC SUPER POLISH	**NEW # P2J83-2-2277-2M**	EA	$69.52
26	**Fiber Optic Cleaver** **AFL CT-30A** Single Fiber Cleaver AFL S014080		EA	NO BID
27	**Cleaver Blade** **AFL CT-20M** Replacement Blade AFL S012828		EA	$191.29
28	**Fiber Optic Sno Shoes** **Aerial Fiber Slack Storage** 16" Adjustable Pastic Sno Shoe with hardware, one pair		EA	NO BID
29	**Patch Cable** **COMPULINK FU2D-225BGEN-1M** 1M ST LC SM DPLX COMPULINK or approved equal	**NEW # P2J83-2-225B-1M**	EA	$66.72
30	**Patch Cable** **COMPULINK FU2D-225BGEN-1M** 10M ST LC SM DPLX COMPULINK or approved equal	**NEW # P2J83-2-225B-10M *10 METER LENGTH PER DESCRIPTION***	EA	$73.42
31	**Patch Cable** **COMPULINK FU2D-225BGEN-2M** 2METER ST LC SM DPLX COMPULINK or approved equal	**NEW # P2J83-2-225B-2M**	EA	$67.46

EXHIBIT C

Item	Description	Alternate	Unit of Measure	Unit Cost
32	**Patch Cable** **COMPULINK FGRJ-225BGEN-1M** 1 METER LC ST MM 62.5 Duplex COMPULINK or approved equal	**NEW # P2J62-2-225B-1M**	EA	$52.70
33	**Patch Cable** **COMPULINK FGRJ-225BGEN-2M** 2 METER LC ST MM 62.5 Duplex COMPULINK or approved equal	**NEW # P2J62-2-225B-2M**	EA	$53.86
34	**Fiber Optic Cable** **CORNING-C 036XW4-AM360A20** 36-F HYBRID LT DIELECTRIC ALTOS 24 8.3/125 + 12 62.5/125 12 strands per buffer	**NEW PART # 036XU4-XXXXXD20. MOQ IS 5000 FT PER ORDER**	FT	$3.50
35	**Splice Enclosure** **PREFORMED 8006877** PREFORMED COYOTE DOME CLOSURE 6.5"X22"		EA	$547.89
36	**Splice Enclosure** **PREFORMED 80061055** PREFORMED COYOTE DOME CLOSURE 9.5"X28"		EA	$740.80
37	**Splice Enclosure** **PREFORMED 80061057** PREFORMED COYOTE DOME CLOSURE 9.5"X28"		EA	$740.80
38	**Enclosure Grommet** **PREFORMED 8003701** 2 ENTRY GROMMET .45.85 INCHES 10.7-21.6 MM		EA	$23.89
39	**Enclosure Grommet** **PREFORMED 8003663** 2 ENTRY GROMMET .42-.60 INCHES 10.7-15.2 MM		EA	$23.89
40	**Fiber Connector Pack** **CORNING-C 95-000-50-Z** ST 62.5/125 UNICAM CONNECTOR COMPOSITE FERRULE ORGANIZER PACK 25/PK		PK	$380.02
41	**Fiber Connector Pack** **CORNING-C 95-200-51-Z** ST 8.3/125 SM SPC UNICAM CONN PRETIUM CERAMIC FERRULE ORGANIZER PACK 25/PK		PK	$557.31

EXHIBIT C

Item	Description	Alternate	Unit of Measure	Unit Cost
42	**Rack Mount Enclosure** **CORNING-C PCH-04U** 72/288-F RACK-MT ENCLOSURE 19 " 4U EMPTY, ADD 12 CCH PANELS OR MODULES, PRETIUM CCH		EA	$838.71
43	**Wall Mount Enclosure** **CORNING-C SPH-01P** 12-F WALL-MT ENCLOSURE SINGLE PANEL HOUSING CCH NOT INCLUDED		EA	$93.49
44	**Lashing Wire Clamp** **T&B 26-09020** CLAMP E LASHING 1 PIECE	**OUR PART # 003232**	EA	$2.10
45	**Fiber Optic Cable- 370-947-SMODE-24** **Corning 024E81-33131-24** MIC 24 Fiber Singlemode Riser	**OUR PART # 370-947-SMODE-24**	FT	$1.76
46	**Fiber Optic Cable- 370-948-SMODE-24** **Corning 024E88-33131-29** MIC 24 Fiber Singlemode Plenum	**OUR PART # 370-948-SMODE-24**	FT	$1.96
47	**Fiber Optic Cable-370-947-SMODE-72** **Corning 072E81-T3131-24** MIC 72 Fiber Singlemode Riser	**OUR PART # 370-947-SMODE-72**	FT	$7.60
48	**Fiber Optic Cable 370-948-SMODE-72** **Corning 072E88-T3131-29** MIC 72 Fiber Singlemode Plenum	**OUR PART # 370-948-SMODE-72**	FT	$8.46
49	**CORNING-C CCH-01U** 72/288-F RACK-MT ENCLOSURE 19" 4U EMPTY ADD 12 CCH PANELS BLACK		EA	$330.20
50	**CORNING-C CCH-02U** 72/288-F RACK-MT ENCLOSURE 19" 4U EMPTY ADD 12 CCH PANELS BLACK		EA	$408.16

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5095-26/LTT FIBER OPTIC CABLES AND RELATED ITEMS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

EXHIBIT E

Agreement Name: Fiber Optic Cables and Related Items

Agreement Number: IFB-5095-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-5095-26/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 3rd day of Feb, 2026.

Wesco Distribution Inc.*
Consultant Name

By: [signature]
Print/Type Name: Adam Martinez
Title: Senior Sales Manager

Since June 2020, Anixter has been a wholly owned subsidiary of Wesco.

STATE OF Florida
COUNTY OF ~~Seminole~~ Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 3rd day of Feb, 2026, by Adam Martinez (Full Name of Affiant).

[signature]

Print/Type Name Ricardo Andino
Notary Public in and for the County
and State Aforementioned
My commission expires: 7-14-26

RICARDO ANDINO
Notary Public - State of Florida
Commission # HH 287780
My Comm. Expires Jul 14, 2026
Bonded through National Notary Assn.

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Anixter/Wesco is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Adam Martinez

Title: Senior Sales Manager

Signature: Adam Martinez Date: 2/3/2026

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # IFB-5095-25-LTT

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Anixter/Wesco* ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
**Since June 2020 Anixter has been a wholly owned subsidiary of Wesco.*

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Adam Martinez — Signature

2/3/2026 — Date

Adam Martinez, Senior Sales Manager
Print Name, Title

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of Feb, 2025 by Adam Martinez, as Senior Sales Mgr, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☑ have produced as identification.

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Ricardo Andino

My commission expires: 7-14-26

RICARDO ANDINO
Notary Public - State of Florida
Commission # HH 287780
My Comm. Expires Jul 14, 2026
Bonded through National Notary Assn.

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Wesco/Anixter (Since June 2020, Anixter has been a wholly owned subsidiary of Wesco.)

Signature: Adam Martinez

Printed Name: Adam Martinez

Title: Senior Sales Manager

Date: 02.03.2026

Affix Corporate Seal (if applicable)

STATE OF FL

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of Feb, 2027, by Adam Martinez.

(name of person making statement)

RICARDO ANDINO
Notary Public - State of Florida
Commission # HH 287780
My Comm. Expires Jul 14, 2026
Bonded through National Notary Assn.

Signature of Notary Public

Ricardo Andino

Print/Type/Stamp Commissioned Name of Notary Public

_____Personally Known OR ✓ Produced Identification

Type of Identification Produced: FLDL

File Number: 2026-0224

Title:

Award RFP-5139-25/LTT Leased Books Program to Nubro, Inc. dba Brodart Co. at an estimated annual amount of $250,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Parks and Recreation

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

RFP-5139-25/LTT will establish a Leased Books Program that ensures timely access to newly published, high-quality library materials. Under this Program, we will receive the full provision, processing, and quality assurance of all leased materials. This includes managed inventory, guaranteed service levels, and regular reporting. We will receive a full guarantee for all leased books against any defects in materials or workmanship. Furthermore, offering the community reduced wait times, efficient use of public funds and better use of physical space.

The project was publicly advertised, and the County received one (1) response listed below.

- Brodart Co

The Evaluation Committee consisting of Christine Patten, Library Services Division Manager; Kathi Efland, Library Public Services Manager; and Guy Colvin, SR Librarian Tech Services evaluated the response considering high demand releases, price, annual retention, permanent collection, service, and logistics.

The Evaluation Committee recommends award for this project to Brodart Co.

Authorization for performance under this Agreement will be in the form of written Purchase Orders issued by the County. The Agreement will take effect on the date of its execution and remain in effect for three (3) years. At the sole option of the County, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual amount for this project is $250,000.00 and the budget for this item is located under account business unit 044204.

The attached documentation includes the Tabulation Sheet, Evaluation Ranking and Scoring Summary, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award RFP-5139-25/LTT Leased Books Program to Nubro, Inc. dba Brodart Co. at an estimated annual amount of $250,000.00 and authorize the Purchasing and Contracts Division to execute the Agreement.

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

TABULATION OF PROPOSALS RECEIVED

RFP-5139-25/LTT Leased Books Program

Response Deadline: February 11, 2026 at 2:00 pm

SUBMITTED PROPOSALS	
Proposer	**Location**
Brodart Co.	Williamsport, PA

Evaluation Meeting: February 20, 2026 at 11:00 AM in the Central Library Gallery Rm. 136 at 215 N Oxford Rd, Casselberry, FL 32707. (This meeting is open to the public for **observation only**.)

Presentations/Interviews Meeting: N/A

Recommendation and Notice of Intent to Award to: Brodart Co. Determination of the awarded firm(s) was made based on the total average ranking of each firm.

BOCC Meeting Date: March 24, 2026 - Request to approve ranking and award an Agreement to the top-ranked firm.

Posted By: Liduvina Torres, Sr. Procurement Analyst.

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

EVALUATION FINAL RANKING

RFP-5139-25/LTT Leased Books Program
Meeting Date: February 20, 2026 at 11:00 am

AGGREGATE SCORES SUMMARY

Vendor	Christine Patten	Kathi Efland	Guy Colvin	Total Score (Max Score 100)	Total Average Rank
Brodart Co.	95	96	100	97	1

We approve the above-mentioned ranking for award to Brodart Co.

Christine Patten
Christine Patten

Kathi Efland
Kathi Efland

Guy Colvin
Guy Colvin

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION FINAL RANKING

RFP No. RFP-5139-26/LTT

Leased Books Program

RESPONSE DEADLINE: February 11, 2026 at 2:00 pm

EVALUATORS

Name	Title
Guy Colvin	SR Librarian Tech Srvcs
Kathi Efland	Library Public Services Manager
Christine Patten	Library Services Division Manager

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
High Demand Releases	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Price & Annual Retention	Points Based	20 *(20% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Permanent Collection	Points Based	20 *(20% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Service & Logistics	Points Based	20 *(20% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Cost	Points Based	15 *(15% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Guy Colvin	Kathi Efland	Christine Patten	Total Score (Max Score 100)	Total Average Rank
Brodart Co.	95 (1)	96 (1)	100 (1)	**97**	**1**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	High Demand Releases Points Based 25 Points (25%)	Price & Annual Retention Points Based 20 Points (20%)	Permanent Collection Points Based 20 Points (20%)	Service & Logistics Points Based 20 Points (20%)	Cost Points Based 15 Points (15%)	Total Score (Max Score 100)
Brodart Co.	24.7	20	20	17.3	15	**97**

INDIVIDUAL PROPOSAL SCORES

Brodart Co.

High Demand Releases | Points Based | 25 Points (25%)

Guy Colvin: 25

Vendor is able to supply the requisite volume of high demand titles.

Kathi Efland: 24

My past experience with McNaughton is that they have what we want 99% of the time. They are very good at predicting popular titles and highlighting debut authors.

Christine Patten: 25

Meets requirement to supply the number of current titles

Price & Annual Retention | Points Based | 20 Points (20%)

Guy Colvin: 20

Vendor offers competitive pricing and allows us to retain a sufficient percentage of items.

Kathi Efland: 20

I feel that their pricing arrangement is fair and retention quantity is reasonable.

Christine Patten: 20

Meets the requirement for the price per item

Permanent Collection | Points Based | 20 Points (20%)

Guy Colvin: 20

The quantity of copies available to retain meets the needs of patrons and the requirements of our collection maintenance.

Kathi Efland: 20

We have been satisfied with the selection and the ability to retain both regular and large print titles.

Christine Patten: 20

Meets the requirement for the quantity allowed for the permanent collection

Service & Logistics | Points Based | 20 Points (20%)

Guy Colvin: 15

Ordering, shipping, and receiving are convenient. There is an adequate process for replacing damaged/missing items. Over the last year, MARC records have not always been provided in a timely and complete way - although there is a process to address these issues.

Kathi Efland: 17

We have had a few issues with orders/deliveries that have been delayed for a disproportionate amount of time and some of the MARC record deliveries have been incomplete. I feel that this is the only area that could be improved. Their Customer Service is very good and the support staff at Brodart is helpful and will work with us to solve our problems.

Christine Patten: 20

Convenience and efficiency meet the requirements

Cost | Points Based | 15 Points (15%)

Guy Colvin: 15

Points per cost analysis calculation.

Kathi Efland: 15

Points per cost analysis calculation.

Christine Patten: 15

Points per cost analysis calculation.

TERM CONTRACT FOR LEASED BOOKS PROGRAM
(RFP-5139-26/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **NUBRO, INC. DBA BRODART CO**, duly authorized to conduct business in the State of Florida, whose address is 500 Arch St., Williamsport, PA 17701 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide leased books program services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated,

described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Parks and Recreation
100 E. 1st Street
Sanford, FL 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to

CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon

or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners,

officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and

maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings

applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Parks and Recreation.
100 East 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Nubro, Inc. dba Brodart Co
500 Arch St.
Williamsport, PA 17701

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. **E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing

certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

NUBRO, INC. DBA BRODART CO.

_____
Witness

By: _____

_____
Print Name

Lisa Miosi
Print Name

_____
Witness

Vice President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit
Exhibit I – Method of Approach

EXHIBIT A

SCOPE OF WORK

2.1 Overview

The Seminole County Public Library System (Library) is soliciting proposals from qualified firms to provide a lease plan for new books that offers the most advantageous terms for Seminole County and its residents. The Library is a centrally administered public library system consisting of five (5) full service community branches. These branches serve both unincorporated Seminole County and the municipalities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs, providing library services to a population of approximately 450,000 residents.

The Library maintains a reciprocal borrowing agreement with the Lake County Library System, thereby expanding access and resource sharing between the two systems. The Library continues to enjoy strong community support, with approximately seventy percent (70%) of Seminole County residents holding an active library card that has been used within the past three (3) years.

2.2 Purpose

The purpose of this solicitation is to establish a Leased Books Program that ensures timely access to newly published, high-quality materials. The Program shall encompass the provision, processing, quality assurance, service levels, inventory management, and reporting associated with all leased materials, and all leased books shall be guaranteed against defects in materials and workmanship.

Proposers shall maintain an adequate inventory of in-stock titles in quantities sufficient to meet anticipated demand, with materials delivered within ten (10) business days, or sooner when feasible. Monthly title lists shall include both pre-publication and newly released adult fiction and nonfiction titles representing best-selling and high-demand authors across a range of genres, including biographies, and each monthly selection shall contain no fewer than one hundred (100) annotated adult titles, accompanied by a corresponding list of new and forthcoming titles from which selections may be made.

The proposer shall additionally provide a secure, web-based platform that enables the Library to access monthly title lists, review complete and current bibliographic information, and make selections in an efficient and reliable manner. This platform shall support the Library's evaluation and ordering processes and must be maintained to ensure continuous availability, accuracy, and ease of use for Library staff.

2.3 Vendor/Product Requirements

A. Service

1) The selected vendor will be responsible for providing leased book services that include selection, acquisition, processing, shipment, and reporting of new materials in accordance with the Library's operational needs.

2) All books supplied shall be new, free from defects in materials and workmanship, and guaranteed by the vendor against such defects.

EXHIBIT A

3) The Library reserves the right to select or reject titles from the vendor's monthly list of available publications.

4) The vendor must maintain sufficient stock quantities of titles listed in the monthly selection to ensure that books are received by the Library within ten (10) days following the publication date.

   - Changes in publication dates shall be the only acceptable exception to this requirement.
   - The vendor shall promptly notify the Library of any postponements or cancellations issued by publishers.

5) The Library shall be entitled to a basic collection representing a level equal to five (5) times the monthly collection allowance.

6) Special order titles shall be ready for shipment within forty-eight (48) hours of order placement. The vendor shall be responsible for all shipping costs.

7) Orders for bestsellers (as identified by The New York Times and Publishers Weekly) shall be given highest priority and shipped immediately upon availability.

8) The vendor shall provide the Library with a copy of each monthly list of new titles and a copy of each order form, preferably via an online ordering system.

9) All materials shall be shipped prepaid to the following address unless otherwise directed by the County:

   Seminole County Public Library System – Technical Services
   215 N. Oxford Road
   Casselberry, FL 32707

10) All materials shall be mailed or shipped according to the Library's instructions. Library reserves the right to change shipping instructions/addresses within 30 days written notice to vendor.

11) Delivery of materials must occur during normal business days, Monday through Friday, unless alternative instructions are formally directed by the County.

12) Orders are expected to be processed and shipped on a monthly basis to ensure continuous availability of newly released titles.

13) The Library anticipates service to operate on a 12-month cycle, with allowances or credits applied per book leased. The proposer shall clearly identify the retail price level at which a title counts as more than one allowance.

14) The vendor shall provide the Library with access to monthly lists of new titles, including adult fiction, nonfiction, and large print with annotations. Lists shall be made available to the Library no later than the 15th of the second month preceding publication (e.g., the January list available by November 15).

15) In addition to monthly adult lists, vendors shall provide access to Juvenile and Young Adult titles for special ordering. An online ordering system is preferred for all list and order submissions.

16) The vendor must provide a service that enables the Library to place orders toll-free or online for bestsellers and other titles, with real time in stock confirmation and immediate allocation of ordered items. The proposal should specify hours of customer service availability and average fulfillment turnaround times.

17) All books must be processed to Library specifications, including application of a Mylar book cover and an address label displaying the Library's name, address, and the month and year of publication. (Book pockets are not required.)

18) The vendor must demonstrate the ability to supply MARC (machine-readable cataloging) records compatible with the Library's cataloging system.

2.4 Retention

The vendor shall allow the Library to retain twenty percent (20%) of all new volumes shipped during each contract year, transferred at no cost to the Library for addition to its permanent collection.

2.5 **Return**s

The vendor shall be responsible for all shipping costs associated with the delivery of books to the Library and the return of any books to the vendor, including any associated handling or restocking fees.

2.6 Lost Materials

A. The vendor shall provide an annual adjustment allowance of at least ten percent (10%) of the Library's total leased book allocation to account for materials lost in circulation, with no charge to the Library.

B. Any losses exceeding the annual 10% allowance shall be invoiced to the Library at a minimum seventy-five percent (75%) discount from the retail list price. The vendor shall specify the actual discount rate on the Bid Response Form.

2.7 Reporting Requirements

A. The vendor shall provide monthly book title lists meeting the following specifications:

1) Each list shall include pre-publication and newly published adult fiction and nonfiction titles, including bestselling authors, a range of genres, and biographies.

2) Each list shall contain a minimum of 100 annotated adult titles per month.

3) Sample lists must be submitted with the proposal.

B. The vendor shall furnish a monthly activity report summarizing all transactions and service activity for the reporting period. Reports shall include, but not be limited to;

1) Adjustments for lost materials and replacements
2) Credits for postponed or cancelled titles and
3) Remaining balance available for ordering

C. A Monthly Status Report shall be provided, detailing:

1) Titles ordered
2) Titles shipped
3) Titles not yet published or released and
4) Titles cancelled

D. Consolidated Monthly Report shall be submitted, summarizing overall ordering activity and inventory movement.

E. Sample copies of all required reports must be included with the proposal submission.

2.8 Transition Plan

A. Continuity of Service

1) The plan must describe the methods and resources the Vendor will use to ensure uninterrupted service to the Library throughout the transition period, including coordination with any existing service providers.

B. Current Collection Costs and Buyout

1) The plan must include the Vendor's agreement to cover any costs incurred by the Library for the current leased collection volumes.

- The Vendor shall state the unit price at which the Library may purchase (buy out) the existing collection (suggested rate: $1.00 per unit).
- The Vendor shall also specify the number of units the Library would be responsible for either purchasing or returning.

C. Initial Quota Allowance

1) The Vendor shall provide the Library with a complimentary three-month quota (allowance) of leased materials. Titles for this allowance shall be selected by the Library from the Vendor's previous six (6) monthly title lists.

D. Implementation Timeline

1) The Transition Plan must adhere to the following implementation schedule:

- Day 1: Contract awarded.
- Day 7: Vendor provides the Library with order lists from the previous six (6) months for selection of free initial inventory.

EXHIBIT A

- Day 30: Vendor begins shipment of materials based on Library selections.
- October 26, 2026: Full monthly service cycle commences.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Brodart Co.

Leasing Plan and Allowance System

Description	Unit of Measure	Price/Quantity
New book allowances per month	Per Month	964
New book allowances per year	Per Year	11,568
Allowance Cost	each	$18.65
Shipping Cost	each	$0.00
Total Cost	Annually	$215,743.20
2% Prepayment Discount (within 60 days)	Annually	$4,314.86
Total Cost (with prepayment discount)	Annually	$211,428.34

The above figures do not include any applicable taxes. A two percent discount may be deducted for annual prepayment made within sixty days from the invoice date. The annual cost includes our standard McNaughton cataloging and processing options.

ALLOWANCE

The Seminole County Public Library will receive full allowance during all months of the contract period.

- One book allowance will be deducted for all books with a publisher list price of $30 or less.
- Additional allowance will be deducted for higher priced books.
    - For example, two allowance credits will be deducted for books with a publisher list price of $30.01 through $40.
    - Each additional $10 dollar increment equals one additional allowance.
- Approximately 85% of non-large print titles will fall into the $30 or less allowance range.

INVENTORY REDUCTION BY PURCHASE

You can purchase any leased material, regardless of age, from your McNaughton collection for as little as $1.50 per item. Price is determined by volume, so the more you purchase the better the price.

Purchase:
1 - 50 at $2.50

51-100 at $2.00

or 100+ at $1.50 each.

LOST OR STOLEN BOOKS

McNaughton will provide the Seminole County Public Library with a free Lost/Stolen benefit to cover books you cannot recover from circulation. Simply report the number of books lost and we will deduct them, free of charge.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-5139-25/LTT Leased Books Program

The following insurance requirements and limits of liability are required:

A. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

End Exhibit

EXHIBIT E

Agreement Name: Leased Books Program

Agreement Number: RFP-5139-25/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5139-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 6 day of February, 2026.

Brodart Co.
Consultant Name

By: Lisa Miosi
Print/Type Name: Lisa Miosi
Title: Vice President

STATE OF Pennsylvania

COUNTY OF Lycoming

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 6 day of February, 2026, by Lisa Miosi (Full Name of Affiant).

Commonwealth of Pennsylvania - Notary Seal
Jessica Gardner, Notary Public
Lycoming County
My commission expires May 22, 2026
Commission number 1331030
Member, Pennsylvania Association of Notaries

Jessica Gardner
Print/Type Name Jessica Gardner
Notary Public in and for the County
and State Aforementioned
My commission expires: May 22, 2026

E-Verify Affidavit
Revised 5/19/2021

EXHIBIT F

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Lisa Miosi

Title: Vice President

Signature: Lisa Miosi Date: 02/05/26

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-5139-25/LTT

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Brodart Co. ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

Lisa Miosi
Signature

2/6/26
Date

Lisa Miosi, Vice President
Print Name, Title

STATE OF Pennsylvania
COUNTY OF Lycoming

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of February, 2026, by Lisa Miosi, as Vice President, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

Jessica Gardner
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: Jessica Gardner
My commission expires: May 22, 2026

Commonwealth of Pennsylvania - Notary Seal
Jessica Gardner, Notary Public
Lycoming County
My commission expires May 22, 2026
Commission number 1331030
Member, Pennsylvania Association of Notaries

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq*. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Brodart Co.

Signature: Lisa Miosi

Printed Name: Lisa Miosi

Title: Vice President

Date: 2/6/26

Affix Corporate Seal (if applicable)

STATE OF Pennsylvania

COUNTY OF Lycoming

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 day of February, 2026, by Lisa Miosi.

(name of person making statement)

Commonwealth of Pennsylvania - Notary Seal
Jessica Gardner, Notary Public
Lycoming County
My commission expires May 22, 2026
Commission number 1331030
Member, Pennsylvania Association of Notaries

Jessica Gardner
Signature of Notary Public

Jessica Gardner
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

EXHIBIT I

Method of Approach

Pricing

A. Leasing Plan and Pricing Structure and Allowance System

See Exhibit C – Contract Pricing

Cataloging and Processing Specifications

A. Return and Exchange Process

Brodart provides prepaid labels for the return of leased books. For returns of 200 or more leased books, we schedule a prepaid pick up with a freight company of our choice. Library systems with several branches often find it more convenient to group all books at a central location. We are happy to accept collect freight shipments however we need the library's cooperation in the way books are shipped, so you would simply contact our customer service department to help coordinate returns by this method. All returns are scanned, counted and adjusted from your leased inventory at the time of return.

B. Standard Processing Services

Each library is given a set of specification forms to determine how they would like to have their books cataloged and processed. Our standard McNaughton service includes a MARC record, barcode label, Mylar jacket, our distinctive McNaughton logo on a green insert which can include library location information, your preferred classification number with genre and cutter on the spine, and the ISBN. There is no additional charge for our standard cataloging and processing services.

For an additional cost we also offer specialized processing including “Hot Off the Press” or “My Lucky Day” inserts, helping libraries merchandise these titles quickly and easily. Additional cataloging options are also available and are described in the “Method of Approach” section.

C. Replacement of Defective Items

The library has the option of requesting a no charge replacement or receiving allowance credit if the book has been in circulation for less than six months. Our standard replacement policy for defective books or books received damaged is to provide a no charge replacement with a new book for up to six months after receipt, and publisher defects will be replaced with no time limitations.

Electronic Capabilities

A. Online Ordering System

BIBZ ® - ONLINE COLLECTION DEVELOPMENT & ORDERING TOOL

Bibz® is Brodart’s online collection development and ordering tool. Access to Bibz with unlimited users is offered **free of charge** to the users for the term of this contract. Web-based or on-site training for Bibz is provided at **no charge**.

Through Bibz you can review, select, and order all McNaughton titles. By logging into our secure Web site, you can view your latest monthly lists or search all the McNaughton titles selected for your

plan. Using Bibz’s flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system. Our

enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of more than four million records.

McNaughton also provides the library the ability to order trade titles that have not appeared previously on a McNaughton List within the past 18 months. The Library may use BIBZ ® to identify hardbound trade discounted titles that are in stock or available to be backordered from the publisher. The library also can combine "special orders" with titles that have been listed by McNaughton. Libraries can also email our customer care group if there is a title they'd like to order that isn't listed.

Bibz – Primary Features

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1) **tem Search/Display:**

- By keyword or exact search for title or series.
- Within a large number of databases and resource lists.
- Access one or many of the following fields as needed.
    - Publication date
    - Review journals, including number of reviews and issue date
    - Title
    - Contributor
    - ISBN/EAN
    - Series
    - Subject
    - Publisher
    - Availability (print and stock status)
    - View Brodart and Publisher Inventory
    - Broad classification
    - Dewey or Library of Congress classification
    - Format (Bind)
    - Descriptors (board book, large type, picture book)
    - Language
    - Print Run
    - Demand level
    - Price
    - User interface images follow

2) **Access:**

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

3) **Build:**

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

4) **Manage:**

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

5) **Order:**

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering
- Access the order history for all of your accounts

Additional Bibz Features & Functionality

1) **Sort sequence:** Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.

2) **Duplicate checking:** Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g., do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.

3) **Library Holdings Interface:** When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. There are two types of holdings interfaces available in Bibz:

- **Smart Holdings Interface:** If your Polaris system is Z39.50 enabled, "Smart Holdings" will automatically search every title on your selection list and only display the H icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.
- **Classic Holdings Interface:** If Polaris is not Z39.50 enabled, clicking on the H icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.

4) **Grid Templates:** Bibz allows predefined grid templates to be applied to a single title or to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically, there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at **no charge**.

5) **Expenditure Reports:** Generate expenditure reports by fund and location.

6) **Administrative functions:** Users can be designated as administrative or non-administrative. Administrative users are empowered to:

- Create and remove users and assign new passwords

- Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
- Create families and assign membership in those families
- Set grid values and create grid templates, assigning them to specific users
- System settings allow the interfacing to your Integrated Library System for holdings lookup

7) **Brief on-order record options:** Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

   Records may be downloaded for orders according to your needs. Save them to your local computer or deliver them to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

8) **Order History:** Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, backordered, cancelled, etc.  allows you to download brief MARC records for orders submitted online.

B. MARC Records

Standard McNaughton Cataloging

Brodart will provide your library with full-level MARC records via FTP or e-mail to be downloaded into your integrated library system. In addition, basic item records with accompanying barcodes can be supplied to assist you in getting materials to your patrons more quickly.

Item records can be mapped to the tag required by your ILS and can include:

- a call number
- a barcode number
- list price
- location code or collection code (constant data)

There is no additional cost for our standard McNaughton cataloging and processing.

Additional MARC Record Services

Brodart also offers two additional levels of cataloging services – Flex and Compleat.

Both of these cataloging services provide the same base cataloging records as our Standard cataloging records but differ in cataloging methodology and levels of customization. Both of these services are available for an additional charge and are priced according to your local customized specifications. Pricing can be provided upon receipt and analysis of your customized cataloging requirements.

Flex Cataloging and Processing Service

Flex is a revolutionary line of services that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. Brodart's Flex service employs advanced mapping and formatting capabilities to create MARC records, item holdings records, local call numbers and spine labels formatted to meet local customized requirements.

Our proprietary processes allow us to address your local practices and customize bibliographic descriptions of your English and Spanish–language material. The array of choices available through Flex results in less work for your library and accelerates your receipt-to-circulation process. Your material will arrive fully cataloged and processed in shelf-ready condition; MARC records with holdings are delivered to the Library via FTP.

Compleat Cataloging and Processing Service

For customization beyond our automated Flex services, Brodart's premier Compleat service provides material-in-hand cataloging and processing. One of the primary differences between our Flex and Compleat service is that the Compleat service allows Brodart catalogers to have access to your database via Z39.50 to locate existing cataloging records. When an existing record is located in your database our cataloger can use your existing local call number in the 09X tag to create the call number for the added copy.

Our professional team provides expert service to ensure your library's specifications are followed down to the smallest detail. This personalized service offers the assistance of a team experienced with customized services to work with your Technical Services Department to profile your local cataloging, classification, processing and account requirements. Your team will include a project manager, a cataloging services librarian and a collection development librarian. There is a $200,000 annual commitment for our Compleat Service.

C. Standard Reports

Management Reports

Monthly Allowance and Inventory Reports

Our monthly McNaughton reports outline current activity on your subscription within the previous reporting period. Reports are available electronically via e-mail or FTP.

Allowance Report Sample -

14399456

McNaughton
A Division of Brodart Co.
500 Arch Street
Williamsport, PA 17701-7809

Subscription Id: 12526
Plan Type: ADULT

ALLOWANCE STATUS

DATE	PAGE
05/29/2023	1

Phone: (800) 233-8467
(570) 326-2461
Fax: (800) 999-6799

Allowance carried forward from last report 117

Order Date	Order PO No.	Qty	Allowance
05/23/23	MAG823	62	-86

Order Total -86
Cancellation Credits 0
Adjustments (+/-) 0

Allowance Sub-total -86
Annual Book Allowance Accrual 1776
Balance Available To Order **1807**

D. Custom Reports

There are no custom reports available with our McNaughton service, however if there is something in particular that the library needs, we may be able to create a report.

E. Electronic Support

Keith Dingler, our Technical Product Support specialist, is available from 8:00 am – 5:00 pm Monday through Friday. Keith can assist with any Bibz and EDI setup and interface questions or problems. He can be reached by calling 800-233-8467, ext. 6568. In addition, John Sommers, our Systems Integration Analyst, is available at ext. 6419. Response time for all Brodart service calls is 24 hours.

F. Ordering Non-Listed Materials

McNaughton provides the library with the ability to order trade titles that have not appeared previously on a McNaughton List within the past 18 months. The Library may use BIBZ ® to identify hardbound trade discounted titles that are in stock or available to be backordered from the publisher. The library can combine "special orders" with titles that have been listed by McNaughton. Libraries can also email our customer care group if there is a title they'd like to order that isn't listed.

Turnaround Time From Release Date

A. Advance Access to Publications

Brodart most often receives material from publishers before street date. We understand the importance of receiving pre-publication materials at the library prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher.

As a result, the library should receive popular titles prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher. Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

B. Fulfillment and Processing Time

Our standard service time for McNaughton orders is 2 business days from receipt of the order until shipping. Keep in mind that McNaughton orders are predominantly pre-publication.

C. Shelf-Ready Shipment

Our goal is to always ship materials so that they arrive before street date.

D. Shipping Locations

Brodart has one warehouse in Williamsport, PA. All materials are cataloged, processed and shipped from our Williamsport location. Shipping time to Florida is 3 – 5 business days.

E. Carriers and Shipping Duration

All in-stock titles are shipped within 48 hours. Our standard practice is to use best means freight, which analyzes each package for the most efficient way to send the individual shipment.

EXHIBIT I

Shipments may be delivered via USPS using bound/printed matter rate, UPS, or FED EX Ground. Shipping time to Florida is 3 – 5 business days depending on the method of shipment.

Inventory

A. Titles Available on hand

There are currently 2,300 McNaughton titles in stock.

B. Alternate Warehouse Availability

n/a - Brodart has only one warehouse.

C. Acquisition of Additional Titles

The average time required to obtain backordered McNaughton titles is approximately 7 – 14 days.

D. Overall Fill Rate

Brodart's overall fill rate is 98% of available titles.

E. Backorder Rate

Brodart's overall fill rate is 98% of available titles.

F. Available Book Bindings

There are currently over 4,500 hardcover titles available from the McNaughton lists.

File Number: 2026-0172

Title:

Approve the Final Plat for the Guava Hole Farms Subdivision containing one (1) lot on approximately 27.47 acres zoned A-5 (Rural), located on the north side of SR 46, east of Rest Haven Rd, more particularly known as 595 Rest Haven Rd, Geneva, FL; (Adam Nelson, Applicant) District 2 - Zembower (**Mike Rhodes, Interim Development Services Director**)

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

In accordance with Section 35.152 of the Seminole County Land Development Code (SCLDC), the Applicant is requesting Board approval of the Final Plat for the Guava Hole Farms Subdivision. The plat contains one (1) lot on 26.4 acres. The subject site has a Rural-5 Future Land Use designation with a maximum density of one (1) dwelling unit per five (5) net buildable acres, and an A-5 (Rural) zoning classification with a minimum lot size of five (5) acres. The purpose of the proposed subdivision is to officialize the illegally subdivided property to allow development in compliance with the A-5 zoning classification.

The property does contain wetlands and floodplain; however, the site retains a net buildable acreage in compliance with the minimum five (5) acre requirement. To allow for the mitigation of wetlands and compensating storage if needed, all post development wetlands and floodplain will be placed into a conservation easement via a separate legal instrument approved by the County, and recorded in the public records of Seminole County prior to the issuance of a building permit.

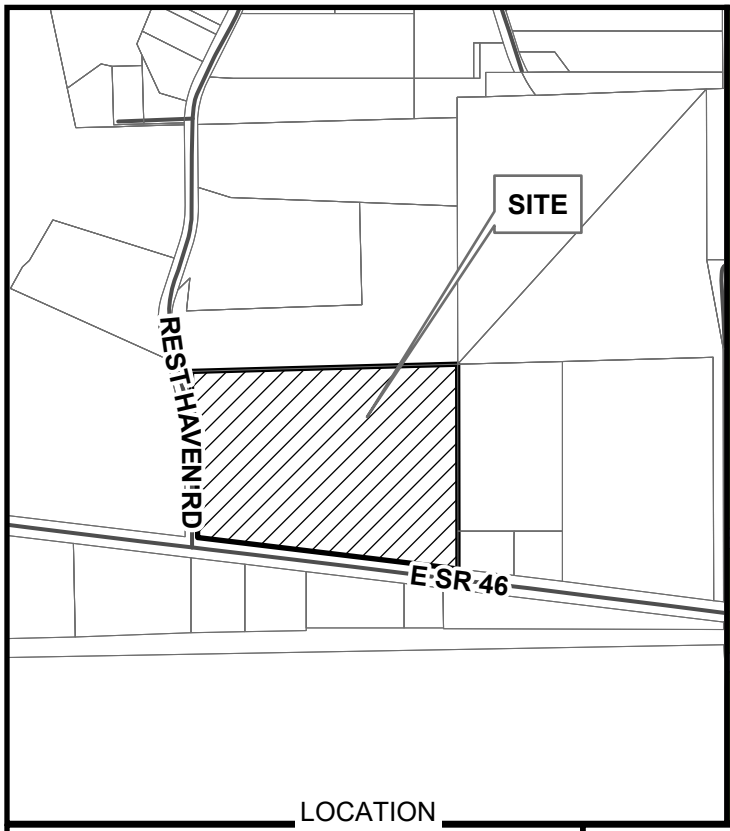
The property is located within the Lake Harney Water Association Utility Service Area

and is connected to public utilities for water, a septic system will be utilized for wastewater. The proposed plat does not require a performance bond because infrastructure is not proposed.

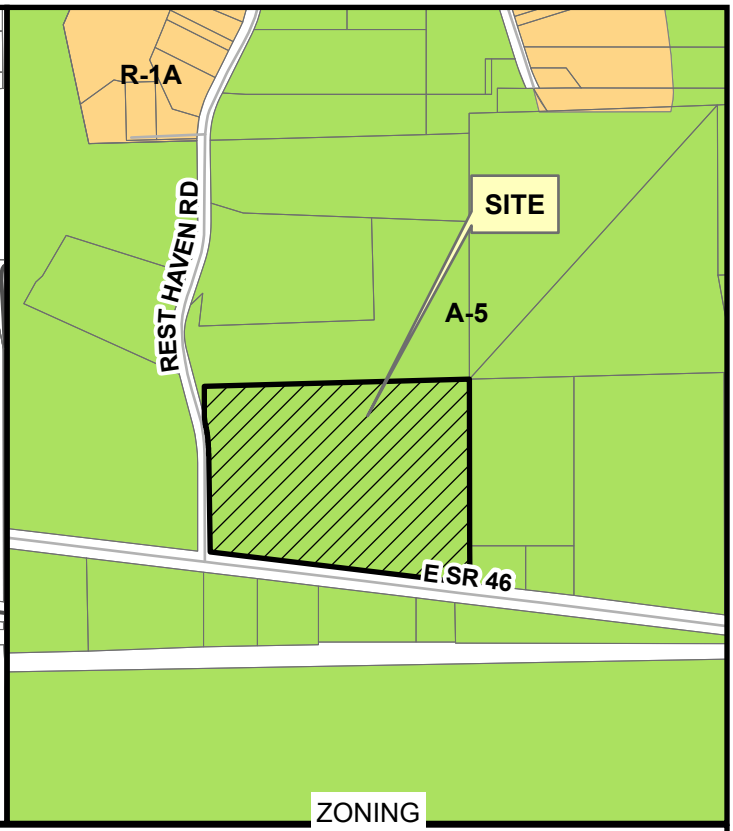
The plat meets the criteria of Section 35.44 SCLDC, as well as all applicable requirements of Chapter 35 of the SCLDC and Chapter 177, Florida Statutes.

Requested Action:

Staff requests the Board of County Commissioners approve the Final Plat for the Guava Hole Farms Subdivision containing one (1) lot on approximately 27.47 acres zoned A-5 (Rural), located on the north side of SR 46, east of Rest Haven Rd, more particularly known as 595 Rest Haven Rd, Geneva, FL.



LOCATION



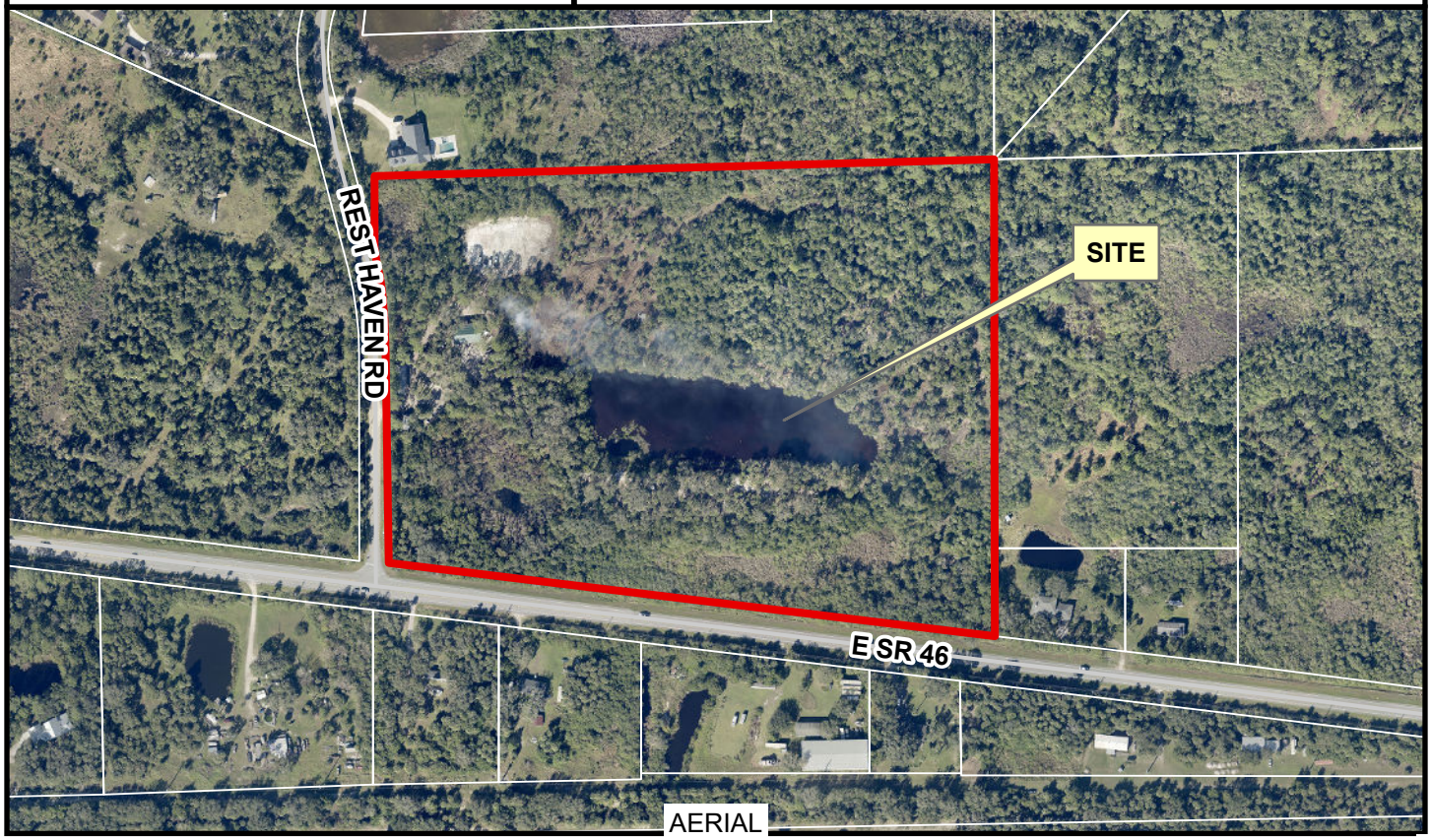
ZONING

GUAVA HOLE FINAL PLAT
595 REST HAVEN RD
GENEVA, FL
PARCEL: 30-20-33-300-001P-0000

SEMINOLE COUNTY BCC
March 24, 2026

A-5
R-1A

N



AERIAL

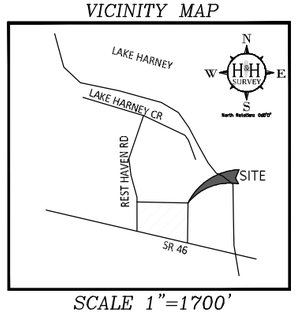
GUAVA HOLE FARMS

LEGAL DESCRIPTION

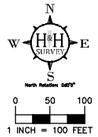
THE SW 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 33 EAST, LESS THE ROAD RIGHT-OF-WAY AND LESS THAT PART LYING SOUTH OF STATE ROAD 46 RIGHT OF WAY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

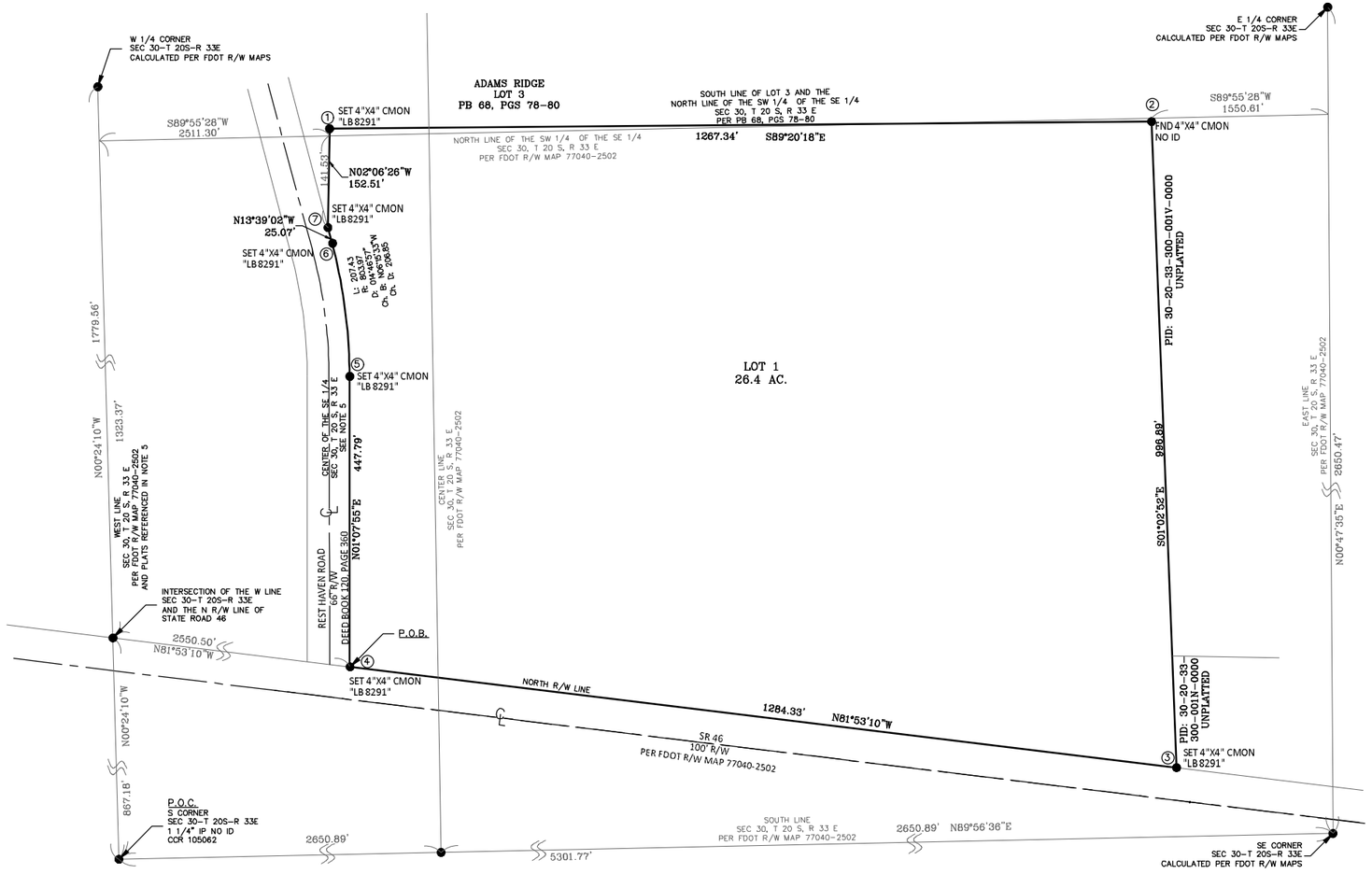
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 33 EAST; THENCE RUN NORTH 00°24'10" WEST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 867.18 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 46; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 81°53'10" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2550.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF REST HAVEN ROAD PER PLAT BOOK 68, PAGES 79-80 PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA , FOR A POINT OF BEGINNING; THENCE DEPARTING THE SAID NORTH RIGHT OF WAY LINE, RUN NORTH 01°07'55" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 447.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WEST HAVING A RADIUS OF 803.97 FEET, A CENTRAL ANGLE OF 14°46'57" AND A CHORD BEARING OF NORTH 06°15'33" WEST; THENCE RUN ALONG SAID CURVE A DISTANCE OF 207.43 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 13°39'02" WEST, 25.07 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE, DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 02°06'26" WEST A DISTANCE OF 152.51 FEET TO THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN ALONG SAID LINE SOUTH 89°20'18" EAST, A DISTANCE OF 1267.34 FEET TO A POINT; THENCE, DEPARTING SAID LINE, RUN SOUTH 01°02'52" EAST, A DISTANCE OF 996.89 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFORESAID STATE ROAD 46; THENCE, RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 81°53'10" WEST, 1284.33 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



SCALE 1"=1700'





NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

AT TIME OF BUILDING PERMIT SUBMITTAL, AND PRIOR TO PERMIT APPROVAL, ALL POST DEVELOPMENT WETLANDS AND FLOODPLAIN WILL BE DESIGNATED AS CONSERVATION AND PLACED INTO A CONSERVATION EASEMENT, IN A FORM ACCEPTABLE TO THE COUNTY, VIA SEPARATE LEGAL INSTRUMENT. THE CONSERVATION EASEMENT OVER ALL WETLANDS AND FLOODPLAIN IS TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER. NO DEVELOPMENT ON LOT 1 WILL BE APPROVED UNTIL A CONSERVATION EASEMENT IS APPROVED BY THE COUNTY AND RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FL.

STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON SEMINOLE COUNTY HORIZONTAL CONTROL POINTS 0157 AND 0158, BEING 5"X5" CONCRETE MONUMENTS STAMPED WITH RESPECTIVE NUMBERS. COORDINATE VALUES ARE FOR INFORMATIONAL USE ONLY AND ARE NOT THE SAME BEARING BASIS AS THIS PLAT.

POINT #	NORTHING	EASTING
1	1594169.43	637730.31
2	1594180.44	638999.36
3	1593184.29	639037.76
4	1593339.79	637762.88
5	1593787.57	637762.66
6	1593992.70	637735.96
7	1594016.93	637729.55

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND & ABBREVIATIONS

IR[C]	= IRON ROD [& CAP]	U.E.	= UTILITY EASEMENT
ND	= NAIL & DISK	D.E.	= DRAINAGE EASEMENT
CM	= CONCRETE MONUMENT	TWN	= TOWNSHIP
SEC	= SECTION	RNG	= RANGE
PRM	= PERMANENT REFERENCE MONUMENT		
PSM &	= PROFESSIONAL SURVEYOR MAPPER		
P.O.B.	= POINT OF BEGINNING		
P.O.C.	= POINT OF COMMENCEMENT		
LB	= LICENSED BUSINESS		
PB	= PLAT BOOK		
ORB	= OFFICIAL RECORDS BOOK		
PG[S]	= PAGE[S]		

H & H SURVEY CONSULTANTS, LLC
131 W. Broadway St, Ste 1001
Oviedo, FL 32765
(407) 542-4977
www.hnhsurvey.com
Licensed Busness No. 7821

SURVEYOR'S NOTES

1. BASIS OF BEARING – BASIS OF BEARING – SOUTH LINE OF LOT 3 PB 68, PGS 78-80, BEING N89°20'18"W, PER PLAT..
2. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. NORTHINGS AND EASTINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, FLORIDA EAST ZONE, MORE PARTICULARLY TO THE SEMINOLE COUNTY GIS BENCHMARKS SHOWN.
4. BASED UPON MY REVIEW OF THE "FLOOD INSURANCE RATE MAP" OF SEMINOLE COUNTY 120289, FLORIDA, COMMUNITY PANEL NO. 12117C0205F, EFFECTIVE DATE SEPTEMBER 28, 2007, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X 2%" AND "AE" WITH A BASE FLOOD ELEVATION ON 9'
5. CENTER LINE OF SECTION BASED ON PLAT BOOK 61, PAGE 28, PLAT BOOK 68 PAGES 79-80 AND DEED BOOK 120 PAGE 360 ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA.
6. SECTIONAL BREAKDOWN SHOWN HEREON IS A COMBINATION OF FDOT RIGHT OF WAY MAPS (77040-2502) AND SURROUNDING PLATS LISTED IN NOTE 5.

PLAT BOOK PAGE

SHEET 1 OF 1

GUAVA HOLE FARMS

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ENTITLES NAMED BELOW, COLLECTIVELY 'OWNER' IS THE LAWFUL OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FORGOING CAPTION OF THIS PLAT, HEREBY NOTHING ON THE PLAT IS DEDICATED TO THE PUBLIC

IN WITNESS THEREOF, THE OWNER HAS CAUSED THIS DEDICATION TO BE EXECUTED IN THEIR NAME BY THE BELOW-NAMED OFFICER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 20____.

BY: ADAM NELSON
SIGNED AND SEALED IN THE PRESENCE OF: PRINTED NAME

BY: MELISSA NELSON
SIGNED AND SEALED IN THE PRESENCE OF: PRINTED NAME

STATE OF _____
COUNTY OF _____
I HEREBY CERTIFY, THAT ON THIS DAY, BEFORE ME BY MEANS OF
[ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, ADAM NELSON
WHO IS [ ] PERSONALLY KNOWN TO ME OR
[ ] PRODUCED _____ AS IDENTIFICATION.

PRINTED NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____/_____/_____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED HEREIN, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THAT THE LAND IS LOCATED WITHIN SEMINOLE COUNTY, FLORIDA.

DUSTIN HOLLOWAY, P.S.M. — DATE
CERTIFICATE # 6676
H & H SURVEY CONSULTANTS
LISENCED BUSINESS # 8291

CERTIFICATE OF REVIEWING SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN SUBSTANTIAL CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

RAYMOND F. PHILLIPS, PSM — DATE
LICENSE NO. LS 7015
SEMINOLE COUNTY SURVEYOR

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THAT IT WAS FILED FOR RECORD ON _____ AT _____

SIGNATURE — PRINTED NAME
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISIONERS

THIS IS TO CERTIFY, THAT I ON _____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

ATTEST: _____
CHAIRMAN OF THE BOARD

ATTEST: _____
CLERK OF THE BOARD

STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON SEMINOLE COUNTY HORIZONTAL CONTROL POINTS 0157 AND 0158, BEING 5"X5" CONCRETE MONUMENTS STAMPED WITH RESPECTIVE NUMBERS. COORDINATE VALUES ARE FOR INFORMATIONAL USE ONLY AND ARE NOT THE SAME BEARING BASIS AS THIS PLAT.

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7	1594016.93	637729.55

LEGAL DESCRIPTION

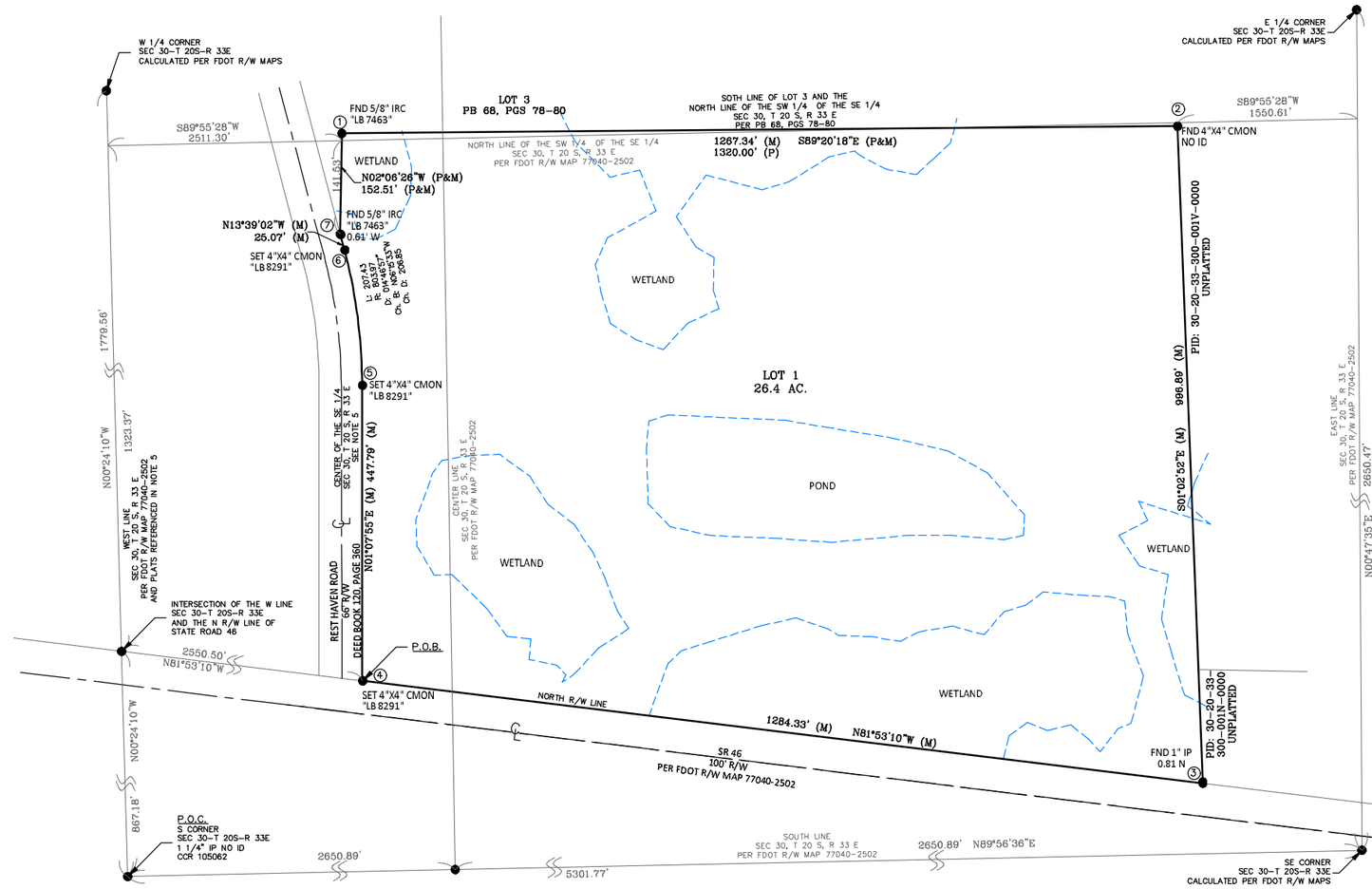
THE SW 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 33 EAST, LESS THE ROAD RIGHT-OF-WAY AND LESS THAT PART LYING SOUTH OF STATE ROAD 46 RIGHT OF WAY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 33 EAST; THENCE RUN NORTH 00°24'10" WEST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 867.18 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 46; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 81°53'10" EAST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2550.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF REST HAVEN ROAD PER PLAT BOOK 68, PAGES 79-80 PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA , FOR A POINT OF BEGINNING; THENCE DEPARTING THE SAID NORTH RIGHT OF WAY LINE, RUN NORTH 01°07'55" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 447.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WEST HAVING A RADIUS OF 803.97 FEET, A CENTRAL ANGLE OF 14°46'57" AND A CHORD BEARING OF NORTH 06°15'33" WEST; THENCE RUN ALONG SAID CURVE A DISTANCE OF 207.43 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 13°39'02" WEST, 25.07 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE, DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 02°06'26" WEST A DISTANCE OF 152.51 FEET TO THE NORTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN ALONG SAID LINE SOUTH 89°20'18" EAST, A DISTANCE OF 1267.34 FEET TO A POINT; THENCE, DEPARTING SAID LINE, RUN SOUTH 01°02'52" EAST, A DISTANCE OF 996.89 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFORESAID STATE ROAD 46; THENCE, RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 81°53'10" WEST, 1284.33 FEET TO THE POINT OF BEGINNING.

N
W H&H SURVEY E
S

North Rotation: 0d0'0"

GRAPHIC SCALE
0 50 100
(IN FEET)
1 INCH = 100 FEET



SURVEYOR'S NOTES

1. BASIS OF BEARING – SOUTH LINE OF LOT 3 PB 68, PGS 78-80, BEING N89°20'18"W, PER PLAT.
2. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. NORTHINGS AND EASTINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, FLORIDA EAST ZONE, MORE PARTICULARLY TO THE SEMINOLE COUNTY GIS BENCHMARKS SHOWN.
4. BASED UPON MY REVIEW OF THE "FLOOD INSURANCE RATE MAP" OF SEMINOLE COUNTY 120289, FLORIDA, COMMUNITY PANEL NO. 12117C0205F, EFFECTIVE DATE SEPTEMBER 28, 2007, THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X 2%" AND "AE" WITH A BASE FLOOD ELEVATION ON 9'
5. CENTER LINE OF SECTION BASED ON PLAT BOOK 61, PAGE 28, PLAT BOOK 68 PAGES 79-80 AND DEED BOOK 120 PAGE 360 ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA.
6. SECTIONAL BREAKDOWN SHOWN HEREON IS A COMBINATION OF FDOT RIGHT OF WAY MAPS (77040-2502) AND SURROUNDING PLATS LISTED IN NOTE 5.
7. ADDITIONS, MODIFICATIONS, OR DELETIONS TO THIS SURVEY IS PROHIBITED WITHOUT WRITTEN CONSENT BY THE SIGNING SURVEYOR.
8. PROPERTY LINES SHOULD NOT BE RE-ESTABLISHED BY NOTED FENCE OR BUILDING TIES.
9. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED, INCLUDING BUT NOT LIMITED TO BURIED UTILITIES, FOUNDATIONS, AND FOOTERS.
10. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP OR ENCUMBRANCES WERE PROVIDED, EXCEPT AS NOTED, NOR DID THE SURVEYOR ABSTRACT THESE LANDS.
11. THE SECTION BREAKDOWN PER FDOT R/W MAPS DOES NOT MATCH SECTION CALL RECORDED IN PB 68, PAGS 78-80. FOUND MONUMENTAION ON THE NORTH AND EAST LINES OF THE SUBJECT PROPERTY WERE HELD.

Surveyor's Legend

PSM = Professional Surveyor & Mapper	●	=	Found IRC, description on survey
LB = Licensed Business	○	=	Set IRC, LB 7821
LS = Licensed Surveyor	▲	=	Found ND, description on survey
IR[C] = Iron Rod [& Cap]	△	=	Set ND, LB 7821
ND = Nail & Disk	■	=	Found CM, description on survey
CM = Concrete Monument	□	=	Set CM, LB 7821
ORB = Official Records Book	◆	=	Project Benchmark, see survey for details
PB = Plat Book	◇	=	Fire Hydrant Assembly
PG = Page(s)	⬡	=	Fire Department Connection
SEC = Section	⬡	=	Backflow Preventor OR
TWN = Township	XXX	=	Double Detector Check Valve
RNG = Range	XX	=	Meter
EOP = Edge of Pavement		=	Gate Valve
EOC = Edge of Concrete		=	Air Release Valve
SW = Sidewalk		=	Cleanout
CONC= Concrete	XX	=	Manhole (See survey for utility)
GND = Ground		=	Drainage Inlet
PVC = Polyvinyl Chloride		=	Mitered End Section
HDPE= High Density Polyethylene			
DIP = Ductile Iron Pipe			
RCP = Reinforced Concrete Pipe			
ERCP= Elliptical RCP			
CMP = Corrugated Metal Pipe			
INV = Invert			
TP = Top of Pipe			
LF = Linear Feet			
R/W = Right-of-Way			
TYP = Typical			

H & H SURVEY CONSULTANTS, LLC
LB 7821
131 W BROADWAY ST, SUITE 1001
OVIEDO, FL 32765
WWW.HNHSURVEY.COM
(407) 542-4977

FAUN HOFFMEIER, PSM (LS 6552)
DUSTIN HOLLOWAY, PSM (LS 6676)

REV	DATE	COMMENTS

FILE NAME: 20-11-061-REST HAVEN-24X36

Horizontal Datum: FL83-EF

Vertical Datum: NAVD88

Scale:

Commitment Information:
Doc #:
Date:

Drafted: NBW
Checked: DWH
Plotted: 09/12/2025

Project Address:

595 REST HAVEN RD
GENEVA FL 32732

Page Title & Description:
GUAVA HOLE FARMS

Page: 1 Of: 1

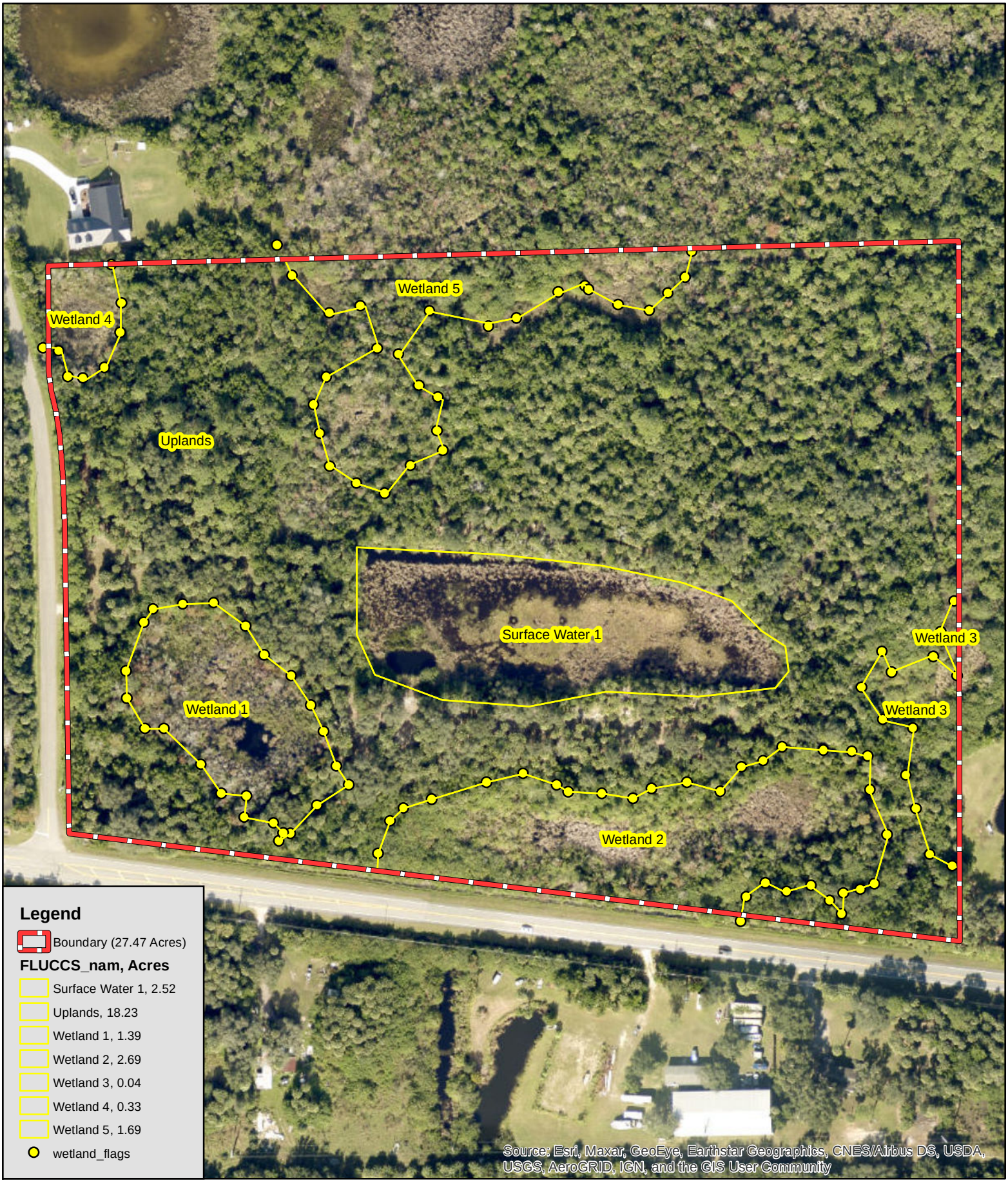
Not valid without other pages.

BOUNDARY SURVEY

Dustin Holloway
Digitally signed by Dustin Holloway
Date: 2025.09.22 10:27:29 -04'00'

09/12/2025
Date

Dustin W. Holloway, PSM
LS 6676
LB 7821



Bio-Tech Consulting
Environmental and Permitting
3025 East South Street Orlando, FL 32803
Phone (407) 894-5969 Fax (407) 894-5970
www.bio-techconsulting.com

Rest Haven Road
Seminole County, Florida
Figure
Wetland Map

N
W E
S

190
Feet

Project #: 1535-24
Produced By: JPM
Date: 5/17/20**221**

File Number: 2026-0235

Title:

Approve and authorize the Chairman to execute a Resolution vacating and abandoning a portion of a platted Drainage, Water, and Conservation Easement on Lot 11 of the Bear Gully Bay Subdivision recorded in Plat Book 33, Pages 55-57 of the Public Records of Seminole County, for property located on the east side of Kinsley Place, approximately ¼ mile south of Dodd Road, more particularly known as 3802 Kinsley Place, Winter Park, Florida; (Jennifer Cosgriff & Adam Holers, Applicants) District1 - Dallari **(Mike Rhodes, Interim Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Joy Giles 407-665-7399

Background:

The Applicants have petitioned the County to vacate and abandon a portion of a platted Drainage, Water, and Conservation Easement (DWCE) located on Lot 11 of the Bear Gully Bay Plat, recorded in Plat Book 33, Pages 55 through 57 of the Seminole County Public Records. The Bear Gully Bay Plat was approved in 1985 for twenty-five (25) single family lots, twelve (12) of which are lake front lots on Bear Gully Lake that are encumbered by the DWCE. The Applicants are requesting a partial vacate of the DWCE for an area approximately 1,133 square feet in size to allow for the construction of a swimming pool.

The Engineering Plans for the Bear Gully Bay Subdivision (approved in 1984) established the 100-year flood elevation of Bear Gully Lake to be at elevation 53.6 feet per the National Geodetic Vertical Datum of 1929, defining the buildable area of each lot with a note stating that all areas below the 100-year flood elevation are to be designated as a DWCE. The Bear Gully Bay Plat denoted the DWCE easement for

Lots 5 through 16, and Lots 18 and 19.

A Drainage, Water, and Conservation Easement is a legal agreement that establishes certain land areas for specific purposes related to water management and environmental conservation. These easements protect wetlands and floodplains and manage the impacts of flooding by maintaining natural landscapes, managing water flow, reducing runoff and erosion, conserving habitats, and providing legal protections. In this circumstance, the DWCE is for the purpose of managing the water flow within the floodplain to reduce runoff and erosion, and not for the purpose of conserving wetlands or environmentally sensitive natural habitats (with exception of floodplain); wetlands (above the normal high-water line of Bear Gully Lake) are not present on the subject Lot 11.

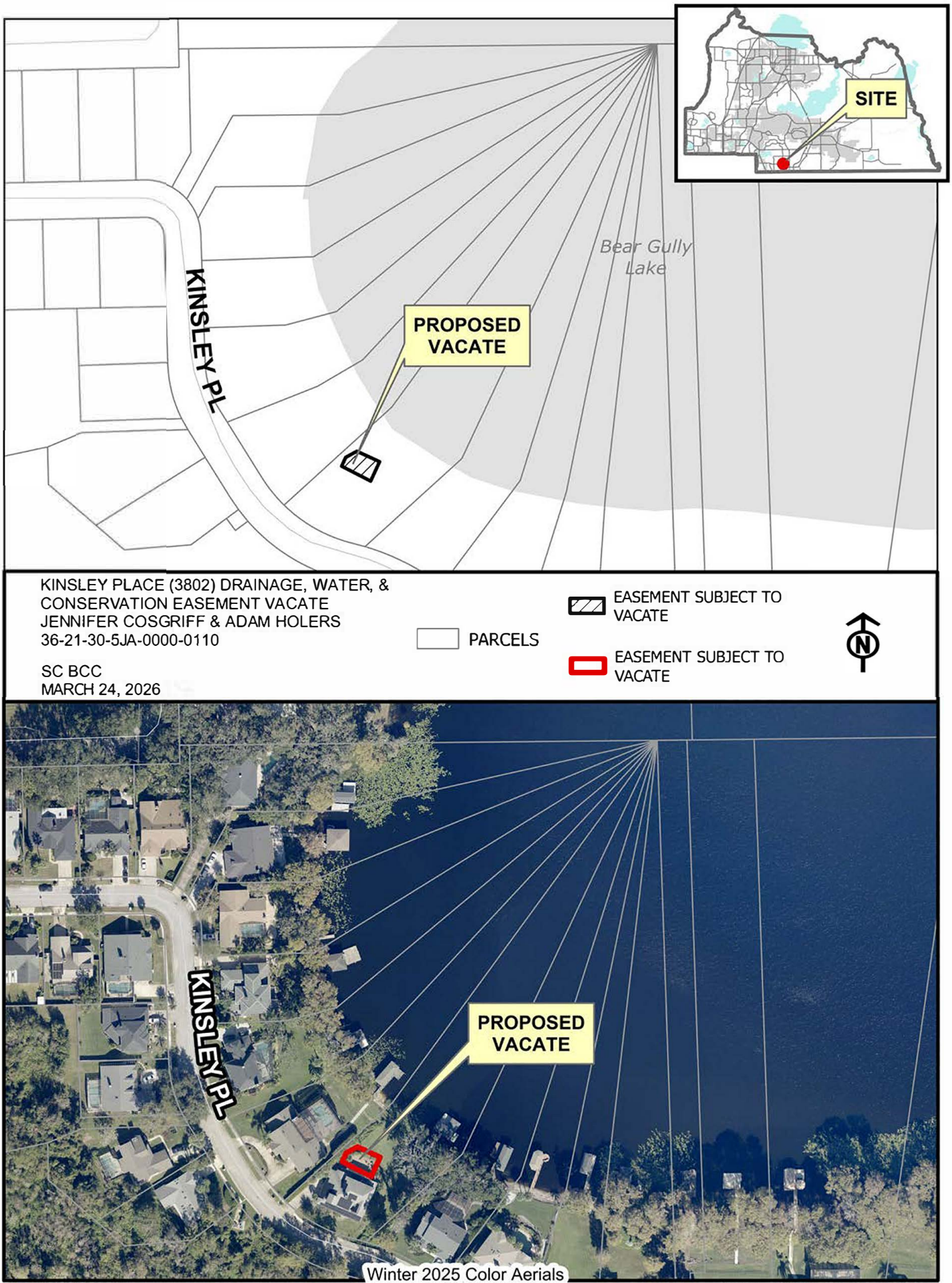
Per Seminole County Comprehensive Plan Policy DRG 2.3 - Floodprone Area Regulation; floodplains may be altered with an approved site plan that demonstrates compensating storage that meets the required volume of floodplain compensation. In the late 1980's the Board of County Commissioners approved the partial vacation of the DWCE on Lot 10 and Lot 12 in exchange for the dedication of additional area for compensating storage through the execution of an additional drainage easement.

The Applicants have submitted a site plan to Seminole County that demonstrates the modification of onsite drainage patterns, providing for the relocation of compensating storage equal to the original volume required to be held onsite. Public Works reviewed the site plan and determined that the modification to the onsite drainage flow is sufficient to promote flood resilience, protect water quality, and support biodiversity; therefore, Staff has no objection to the partial vacate as requested. The DWCE located on the remaining portion of the site will remain intact to ensure the floodplain is adequately preserved.

This request complies with the requirements for vacating easements under the authority of Section 35.181, Land Development Code of Seminole County, and Section 177.101 of the Florida Statutes.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution vacating and abandoning a portion of a platted Drainage, Water, and Conservation Easement on Lot 11 of the Bear Gully Bay Subdivision recorded in Plat Book 33, Pages 55-57 of the Public Records of Seminole County, for property located on the east side of Kinsley Place, approximately ¼ mile south of Dodd Road, more particularly known as 3802 Kinsley Place, Winter Park, Florida.



Date: 1/20/2026

Name: KinsleyPlaceVacateMap

Description of Sketch

Legal Description:

A PORTION OF LOT 11, BEAR GULLY BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE(S) 55 THROUGH 57, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 11, BEAR GULLY BAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE(S) 55 THROUGH 57, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE, ALONG THE WEST LINE OF SAID LOT 11, NORTH 48°47'44" EAST, 104.08 FEET; THENCE SOUTH 41°13'19" EAST 6.35 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 61°17'24" EAST 17.04 FEET; THENCE SOUTH 65°20'38" EAST 33.45 FEET; THENCE SOUTH 24°39'22" WEST 28.58 FEET; THENCE NORTH 62°44'55" WEST 43.66 FEET; THENCE NORTH 24°39'22" EAST 12.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1133.93 SQ. FT. OR 0.03 ACRES ±.

SAID LAND SITUATED, LYING AND BEING IN SEMINOLE COUNTY, FL.

Patrick K Ireland

Digitally signed by Patrick K Ireland
Date: 2025.12.17 14:22:53 -05'00'

Revision: 12/17/25

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 07-15-24	Sketch and Description Certified To:
Drawn By: JW	JENNIFER COSGRIFF
Approved By: PKI	
Field: N/A	

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set Rebar	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-▫-	- Wood Fence		

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
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>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland, PSM 6637 LB 7623
Date Signed: 12-17-24

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-125014

Sketch of Description

C10
R= 200.00'
L= 107.29'
Δ= 30°44'08"
Chord Bearing=
N 57°04'33" W 106.01'

C12
R= 325.00'
L= 16.16'
Δ= 02°50'56"
Chord Bearing=
N 68°28'18" W 16.32'

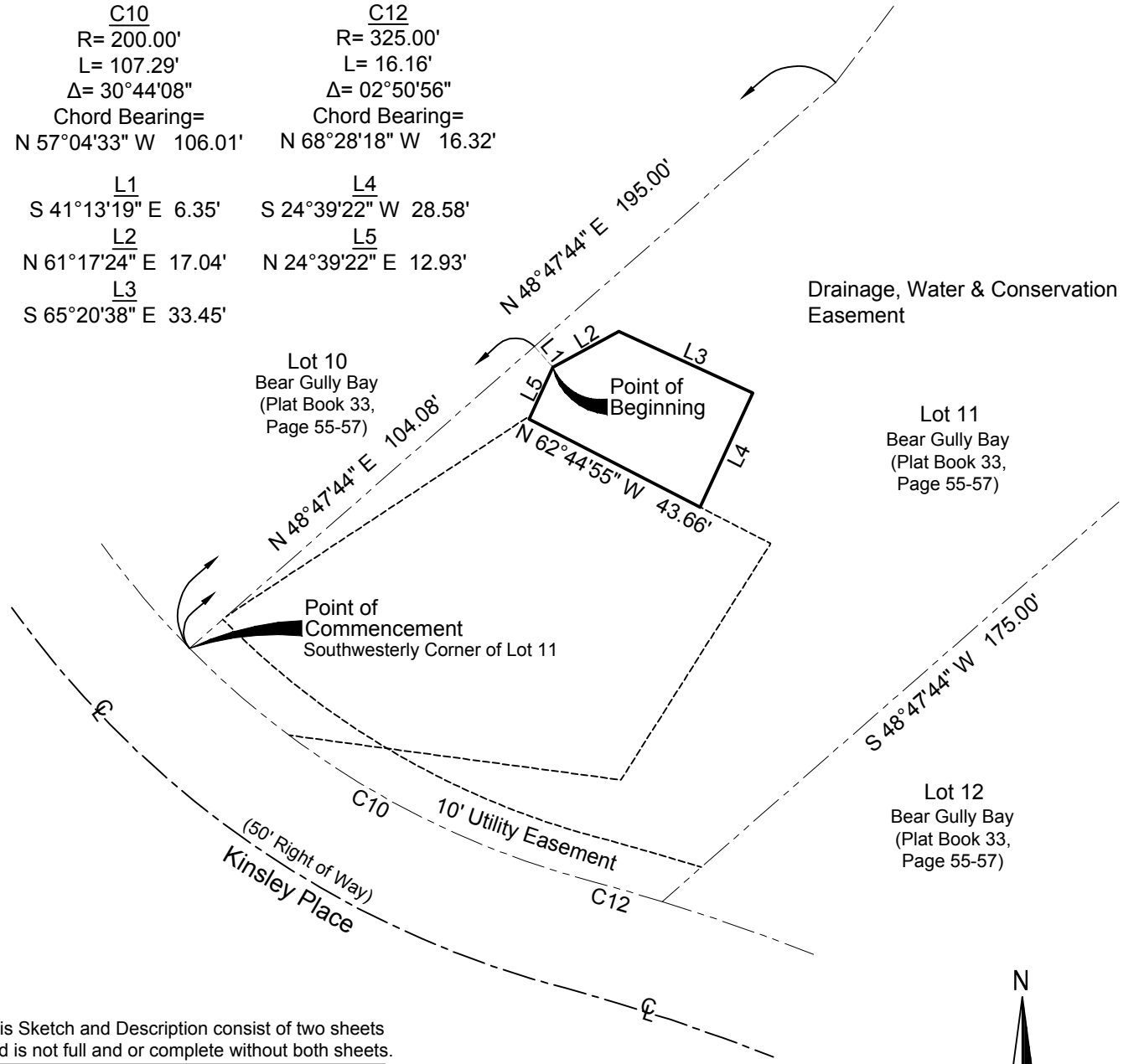
L1
S 41°13'19" E 6.35'

L2
N 61°17'24" E 17.04'

L3
S 65°20'38" E 33.45'

L4
S 24°39'22" W 28.58'

L5
N 24°39'22" E 12.93'



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Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

NOT To Scale
This is NOT a Survey
This is ONLY a Sketch

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A DRAINAGE, WATER, CONSERVATION EASEMENT ON LOT 11 OF THE BEAR GULLY BAY SUBDIVISION RECORDED IN PLAT BOOK 33 PAGES 55 – 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes and Section 35.181 of the Seminole County Land Development Code, authorize and empower the Board of County Commissioners (the "Board"), upon the petition of any persons, to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Jennifer Cosgriff & Adam Holers, petitioned the Board to vacate and abandon a portion of the drainage, water and conservation easement shown on the plat, as described in Exhibit A; and

WHEREAS, the Petitioners are the apparent owners of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, Petitioners have provided compensating storage within their development site to offset any potential impact to the flood plain resulting from this request through an engineered compensating storage plan approved by the County; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above-described easement is in the best interest of the County and the public in that the area in question is not required for public need;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:

Section 1. Recitals. The above recitals are true and are incorporated herein as legislative findings.

Section 2. Findings. Upon request of Petitioners, the Board finds, determines, and declares that the portion of the drainage, water and conservation easement described in Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. Effective Date. This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Legal Description

Authority: Section 177.101, Florida Statutes and Section 35.181, Seminole County Land Development Code

NJB/kly
1/27/2026
T:\Users\nborkert\Vacations\Bear Gully\Reso Drainage Easement Vacate - Kinsley Place (3802) Jan27(26).docx

Sheet 1 of 2

Description of Sketch

Legal Description:

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CONTAINING 1133.93 SQ. FT. OR 0.03 ACRES ±.

SAID LAND SITUATED, LYING AND BEING IN SEMINOLE COUNTY, FL.

Patrick K Ireland

Digitally signed by Patrick K Ireland
Date: 2025.12.17 14:22:53 -05'00'

Revision: 12/17/25

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This is ONLY a Description.
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Sketch Date:	07-15-24
Drawn By:	JW
Approved By:	PKI
Field:	N/A

Sketch and Description Certified To:

JENNIFER COSGRIFF

-Legend-

C	- Calculated	PC	- Point of Curvature
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PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623

Date Signed: 12-17-24

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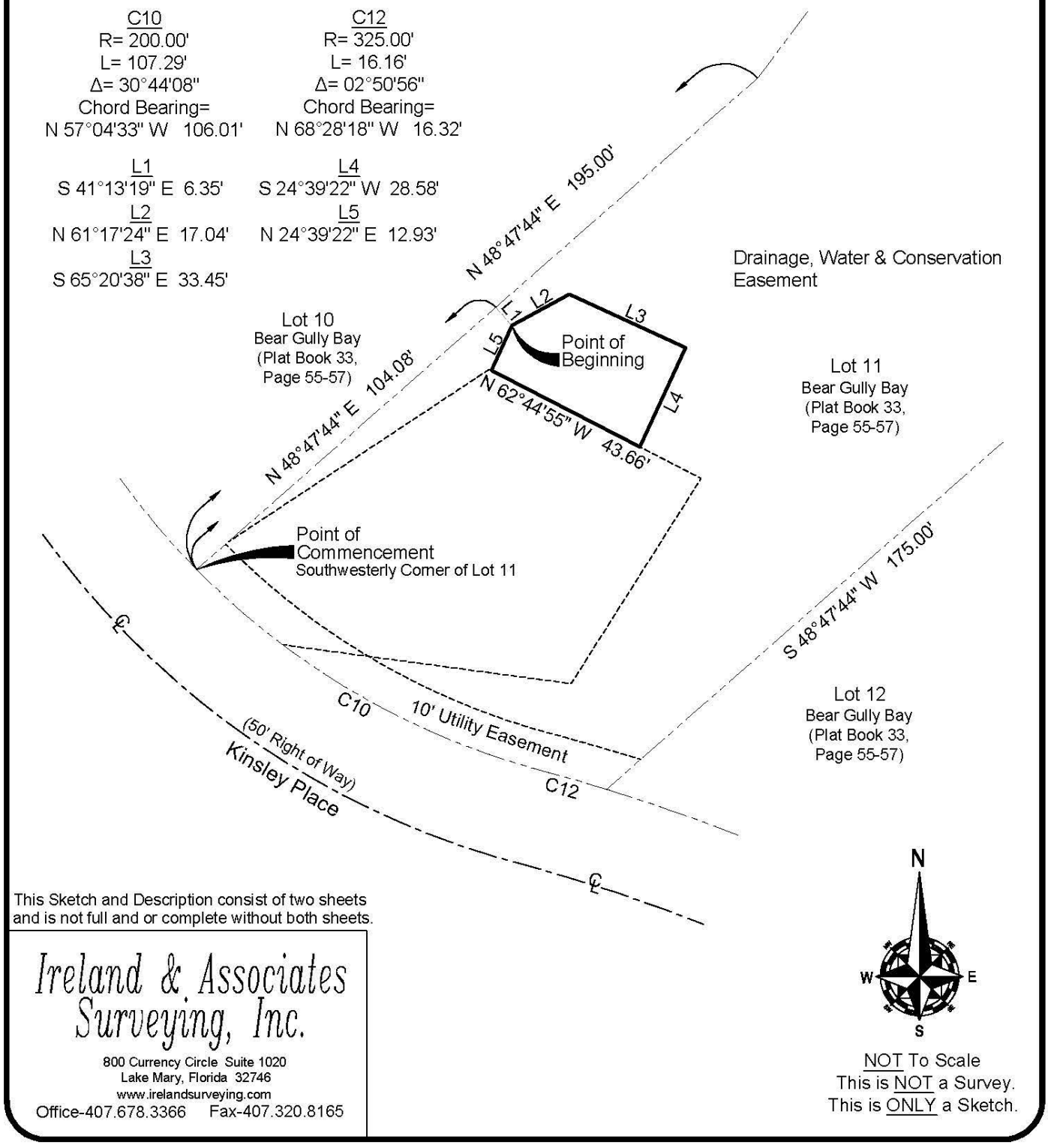
File No. IS-125014

Sheet 2 of 2

Sketch of Description



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Office-407.678.3366 Fax-407.320.8165

NOT To Scale
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This is ONLY a Sketch.

File Number: 2026-0173

Title:

Approve and authorize the Chairman to execute a Resolution vacating and abandoning two (2) platted utility easements located on Lot 38 and Lot 39 of the Wingfield North Partial Replat of Lots 38 & 39 as recorded in Plat Book 50, Page 72, of the Public Records of Seminole County, Florida, more particularly known as 2820 Jacana Ct, Longwood; (Craig and Olena Ratick, Applicants) District5 - Herr (**Mike Rhodes, Interim Development Services Director**)

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Kaitlyn Apgar/407-665-7377

Background:

The Applicants have petitioned the County to vacate two (2) platted utility easements on Lot 38 and Lot 39 of the Wingfield North Partial Replat, as recorded in Plat Book 50, Page 72, of the Public Records of Seminole County Florida.

Lots 38 and 39 of the Wingfield North Partial Replat were originally included in the Wingfield North Plat approved in 1981. Lot 38 was platted with a five (5) foot wide utility easement along the east perimeter, and Lot 39 was platted with a five (5) foot wide utility easement along the west perimeter. In 2015 both lots were subject to the Wingfield North Partial Replat for the purpose of reconfiguring the adjoining lot line between the two lots; however, the platted utility easements were not adjusted to follow the new lot line which resulted in an encumbrance on a portion of reconfigured Lot 39. The aggregate square footage of the two (2) utility easements is approximately 2,275 square feet.

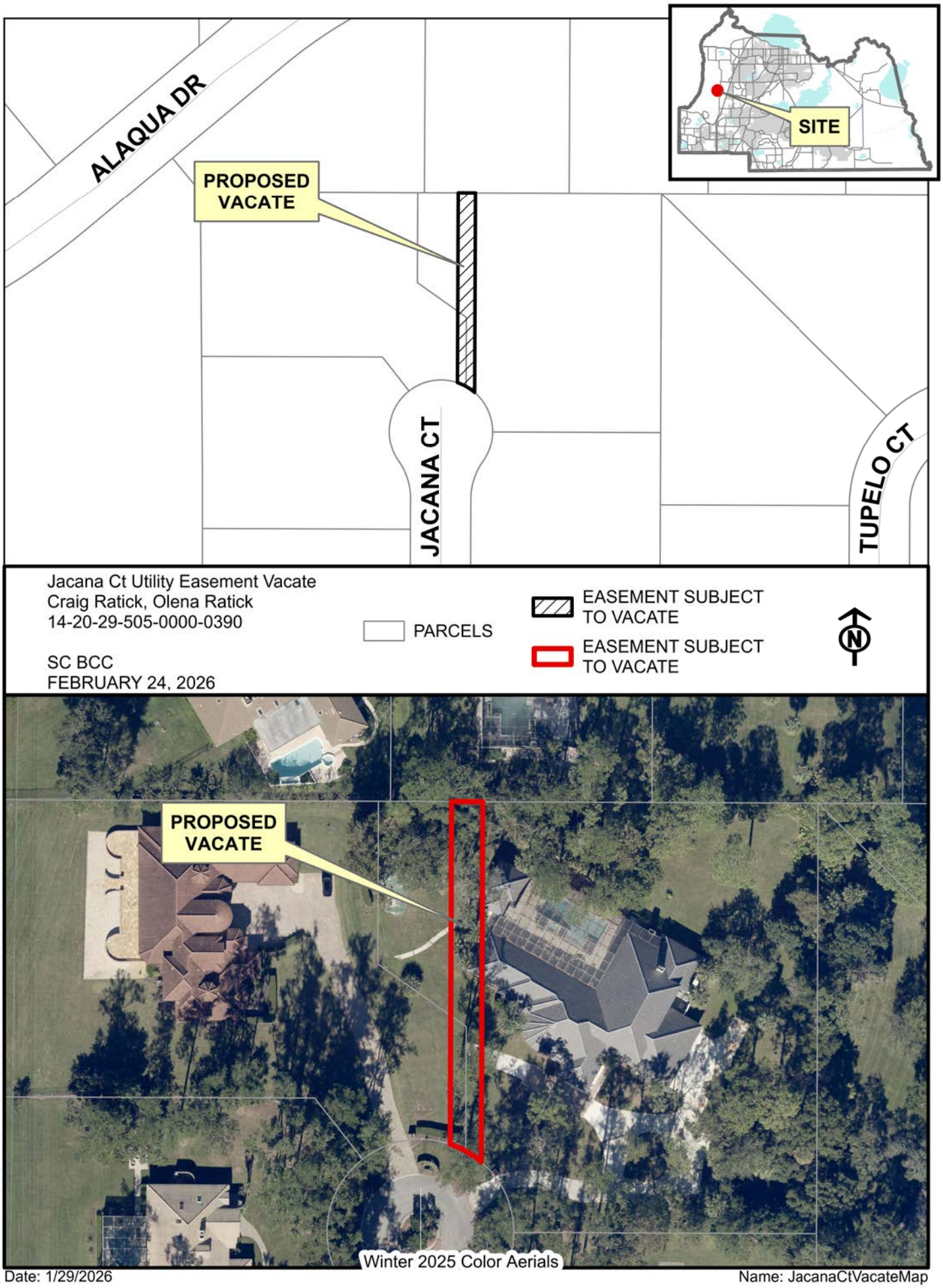
The Applicant has provided letters of no objection from all applicable utility companies and Seminole County staff has no objections to the vacation and abandonment of the

utility easement as requested.

This request complies with the requirements for vacating easements under the authority of Section 35.181 of the Seminole County Land Development Code, and Section 177.101 of the Florida Statutes.

Requested Action:

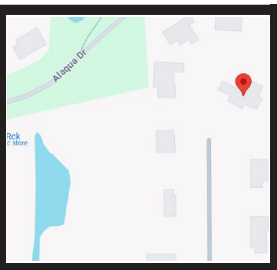
Staff requests the Board approve and authorize the Chairman to execute a Resolution vacating and abandoning two (2) platted utility easements located on Lot 38 and Lot 39 of the Wingfield North Partial Replat of Lots 38 & 39 as recorded in Plat Book 50, Page 72, of the Public Records of Seminole County, Florida, more particularly known as 2820 Jacana Ct, Longwood.


ALAQUA DR
PROPOSED VACATE
SITE
JACANA CT
TUPELO CT
Jacana Ct Utility Easement Vacate
Craig Ratick, Olena Ratick
14-20-29-505-0000-0390
SC BCC
FEBRUARY 24, 2026
PARCELS
EASEMENT SUBJECT TO VACATE
EASEMENT SUBJECT TO VACATE
N
PROPOSED VACATE
Winter 2025 Color Aerials
Date: 1/29/2026
Name: JacanaCtVacateMap

Robinson Surveying

LB# 8260

140 E. Panama Road
Winter Springs, Florida 32708
407.637.5961



PROPERTY ADDRESS: 2820 JACANA COURT, LONGWOOD, FLORIDA 32779

JOB NUMBER: 2501.0043-05

FIELD WORK DATE: 1/29/2026

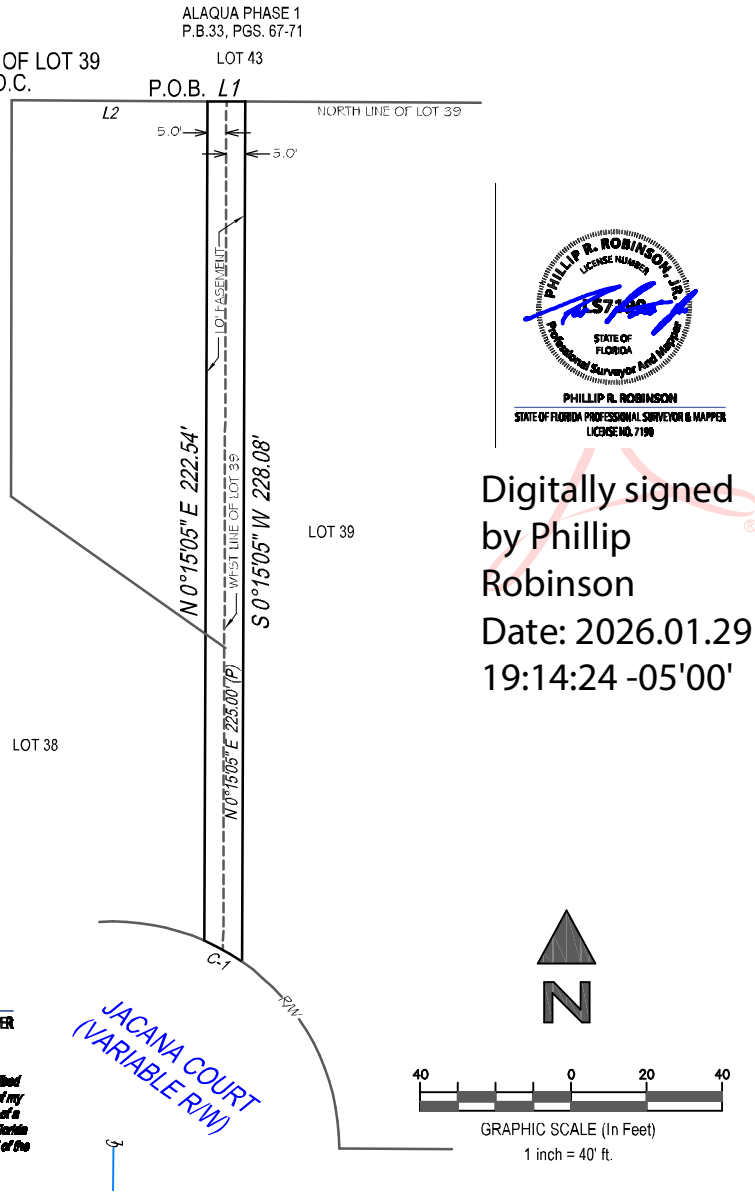
REVISION HISTORY: (REV.1 1/29/2026)

2501.0043-05
SKETCH OF DESCRIPTION
SEMINOLE COUNTY

LEGAL DESCRIPTION
AN EASEMENT 10' IN WIDTH DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 39, WINGFIELD NORTH PARTIAL REPLAT OF LOTS 38 & 39, PLAT BOOK 79, PAGES 81 & 82. LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA THENCE RUN SOUTH 89°43'18" EAST A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 89°43'18" EAST A DISTANCE OF 10 FEET. THENCE RUN SOUTH 0°15'05" WEST A DISTANCE OF 228.08 FEET. THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE WITH A RADIUS OF 60 FEET A DISTANCE OF 11.45 FEET AND A CHORD BEARING OF NORTH 60°43'11" WEST AND A CHORD DISTANCE OF 11.43 FEET. THENCE RUN NORTH 0°15'05" EAST 222.54 FEET BACK TO THE POINT OF BEGINNING.

LINE TABLE:
L1 S 89°43'18" E 10.00'
L2 S 89°43'18" E 52.00'

C-1
R= 60.00'
L= 11.45'
Δ= 10°56'10"
CH= N 60°44'11" W 11.43'



PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7190

Digitally signed by Phillip Robinson
Date: 2026.01.29 19:14:24 -05'00'

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN SEMINOLE COUNTY, COMMUNITY NUMBER 120289, DATED 9/28/2007.

CLIENT NUMBER:

DATE: 01/29/26

BUYER: CRAIG RATICK AND OLENA RATICK

SELLER:

CERTIFIED TO:
CRAIG RATICK AND OLENA RATICK

POINTS OF INTEREST:

PAGE 1 OF 2.
DOCUMENT IS NOT VALID WITHOUT ALL PAGES.

LEGAL DESCRIPTION:

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JOB SPECIFIC NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
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4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a ½"diameter, 18" iron rebar with a cap stamped LB#8260.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter 5J-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed andsealed logs of all survey signatures are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
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16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity

SURVEYOR'S LEGEND

LINETYPES: (UNLESS OTHERWISE NOTED)

BOUNDARY LINE
STRUCTURE
CENTERLINE
CHAIN-LINK or WIRE FENCE
EASEMENT
EDGE OF WATER
IRON FENCE
OVERHEAD LINES
SURVEY TIE LINE
WALL OR PARTY WALL
WOOD FENCE
VINYL FENCE

SURFACE TYPES: (UNLESS OTHERWISE NOTED)

ASPHALT
BRICK or TILE
CONCRETE
COVERED AREA
WATER
WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)

BENCH MARK
CENTERLINE
CENTRAL ANGLE or DELTA
COMMON OWNERSHIP
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN
ELEVATION
FIRE HYDRANT
FND OR SET MONUMENT
GUYWIRE OR ANCHOR
MANHOLE
TREE
UTILITY OR LIGHT POLE
WELL

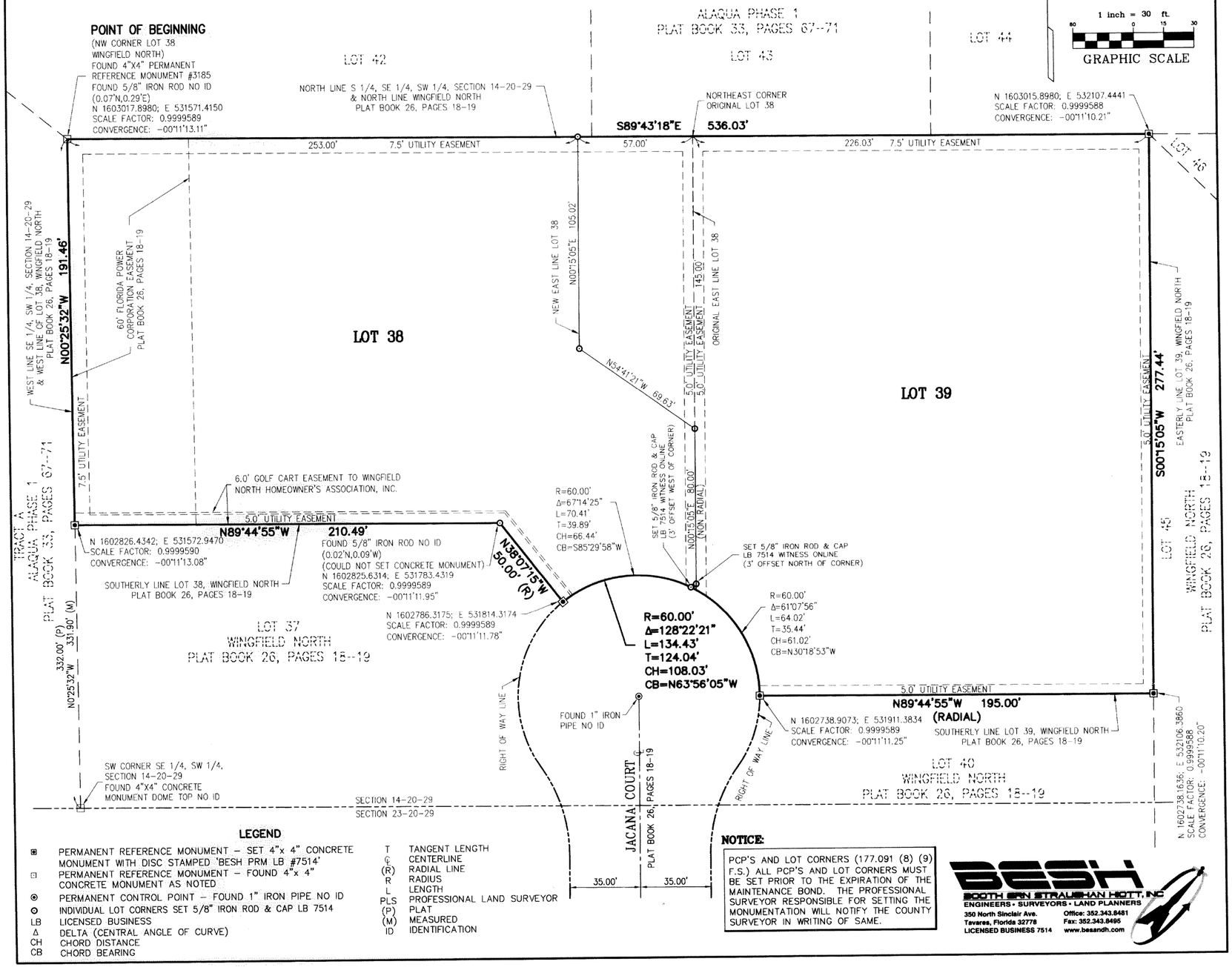
(C)	CALCULATED
(D)	DEED
(F)	FIELD
(M)	MEASURED
(P)	PLAT
(R)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A/C	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B/W	BAY/BOX WINDOW
BLDG.	BUILDING
BLK.	BLOCK
BM	BENCHMARK
BSMT.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.O.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C/L	CENTER LINE
C/P	COVERED PORCH
C/S	CONCRETE SLAB
CATV	CABLE TV RISER
CH	CHORD BEARING
CHIM.	CHIMNEY
CONC.	CONCRETE
COR.	CORNER
CS/W	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
EUB	ELECTRIC UTILITY BOX
F.F.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F/DH	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FPKN&D	FOUND PK NAIL & DISC
FRRSPK	FOUND RAILROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	MITERED END SECTION
M.F.	METAL FENCE
MES	MITERED END SECTION
MH	MANHOLE
N.R.	NON RADIAL
N.T.S.	NOT TO SCALE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.P.	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
S/GD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM.	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE
A.E.	ACCESS EASEMENT
AN.E.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT

WINGFIELD NORTH PARTIAL REPLAT OF LOTS 38 & 39

SHEET 2 OF 2

PLAT BOOK 79 PAGE 82

A REPLAT OF LOTS 38 AND 39, WINGFIELD NORTH (PLAT BOOK 26, PAGES 18 AND 19) LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA.



LEGEND

- ■ PERMANENT REFERENCE MONUMENT – SET 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED "BESH PRM LB #7514"
- ⊡ PERMANENT REFERENCE MONUMENT – FOUND 4"x 4" CONCRETE MONUMENT AS NOTED
- ⊙ PERMANENT CONTROL POINT – FOUND 1" IRON PIPE NO ID
- ○ INDIVIDUAL LOT CORNERS SET 5/8" IRON ROD & CAP LB 7514
- LB LICENSED BUSINESS
- Δ DELTA (CENTRAL ANGLE OF CURVE)
- CH CHORD DISTANCE
- CB CHORD BEARING
- T TANGENT LENGTH
- ℄ CENTERLINE
- (R) RADIAL LINE
- R RADIUS
- L LENGTH
- PLS PROFESSIONAL LAND SURVEYOR
- (P) PLAT
- (M) MEASURED
- ID IDENTIFICATION

NOTICE:

PCP'S AND LOT CORNERS (177.091 (8) (9) F.S.) ALL PCP'S AND LOT CORNERS MUST BE SET PRIOR TO THE EXPIRATION OF THE MAINTENANCE BOND. THE PROFESSIONAL SURVEYOR RESPONSIBLE FOR SETTING THE MONUMENTATION WILL NOTIFY THE COUNTY SURVEYOR IN WRITING OF SAME.

BESH
BOOTH ERN STRAUGHAN HOTT, INC
ENGINEERS • SURVEYORS • LAND PLANNERS
350 North Sinclair Ave.
Tavares, Florida 32778
LICENSED BUSINESS 7514
Office: 352.343.8481
Fax: 352.343.8495
www.besandh.com

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON LOTS 38 & 39 OF THE WINGFIELD NORTH PARTIAL REPLAT OF LOTS 39 & 39 RECORDED IN PLAT BOOK 79, PAGE 82, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 177.101, Florida Statutes, and Section 35.181 of the Seminole County Land Development Code, authorize and empowers the Board of County Commissioners (the "Board"), upon the petition of any person(s), to vacate plats in whole or in part, and return the property covered by such plats either in whole or in part into acreage; and

WHEREAS, Craig Ratick and Olena Ratick, petitioned the Board to vacate and abandon a portion of a utility easement, as described in Exhibit A

WHEREAS, the Petitioners are the apparent owners of record of the portion of the plat requested to be vacated, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, notice was published in accordance with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the above described utility easement is in the best interest of the County and the public in that the area in question is not required for utility purposes or other public need;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:

Section 1. Recitals. The above recitals are true and are incorporated herein as legislative findings.

Section 2. Findings. Upon request of Petitioner(s), the Board finds, determines, and declares that the portion of the utility easement described Exhibit A, is hereby vacated and abandoned and that all right in and to the same on behalf of the County and the public are hereby disclaimed.

Section 3. Effective Date. This Resolution shall become effective when a copy of such Resolution is filed in the offices of the Circuit Court Clerk and duly recorded in the public records of Seminole County.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20_____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Legal Description

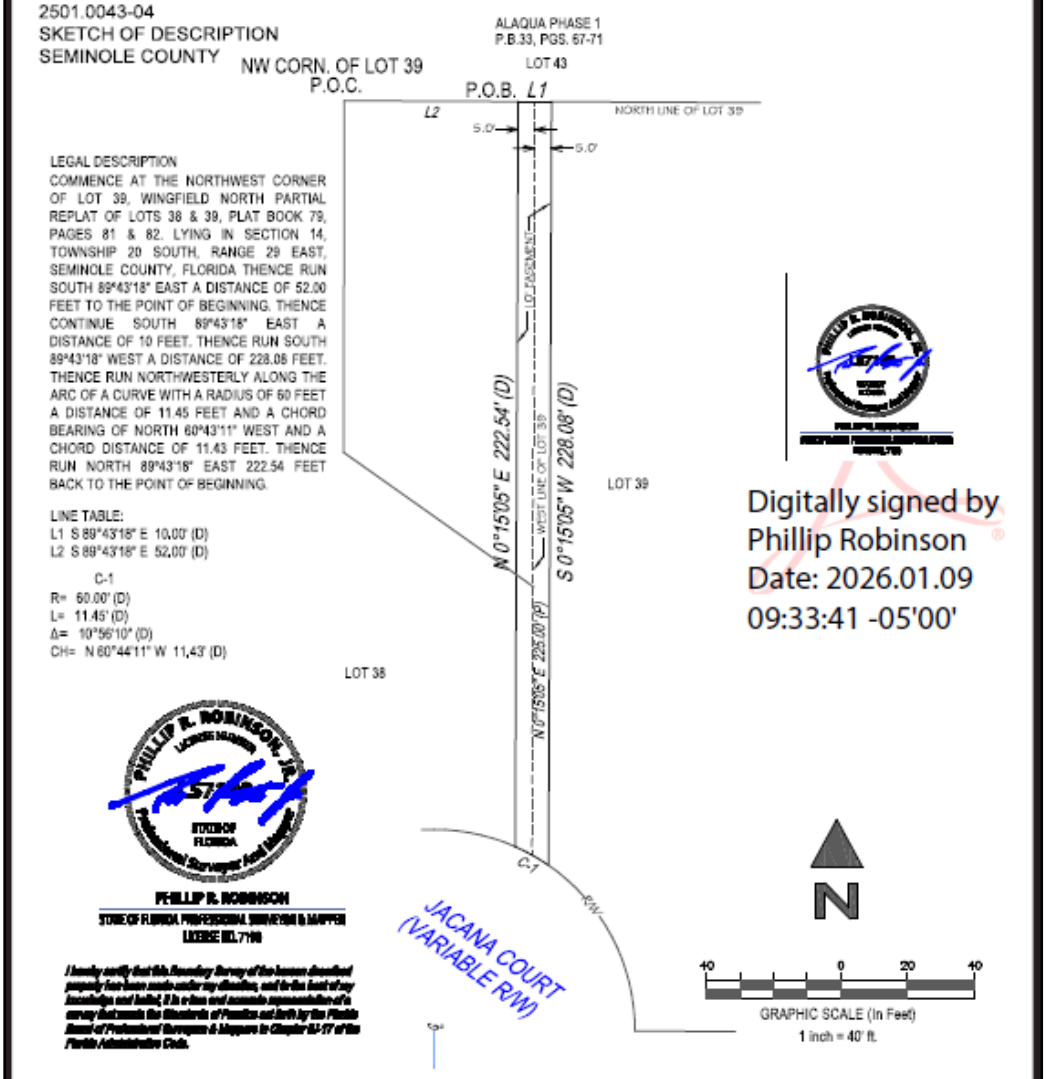
Authority: Section 177.101, Florida Statutes and Section 35.181, Seminole County Land Development Code

Exhibit A

PROPERTY ADDRESS: 2820 JACANA COURT, LONGWOOD, FLORIDA 32779 | JOB NUMBER: 2501.0043-04

FIELD WORK DATE: 1/9/2026 | REVISION HISTORY: (REV.0 1/9/2026)

2501.0043-04
SKETCH OF DESCRIPTION
SEMINOLE COUNTY



LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF LOT 39, WINGFIELD NORTH PARTIAL REPLAT OF LOTS 38 & 39, PLAT BOOK 79, PAGES 81 & 82, LYING IN SECTION 14, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA THENCE RUN SOUTH 89°43'18" EAST A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 89°43'18" EAST A DISTANCE OF 10 FEET. THENCE RUN SOUTH 89°43'18" WEST A DISTANCE OF 228.08 FEET. THENCE RUN NORTHWESTERLY ALONG THE ARC OF A CURVE WITH A RADIUS OF 60 FEET A DISTANCE OF 11.45 FEET AND A CHORD BEARING OF NORTH 60°43'11" WEST AND A CHORD DISTANCE OF 11.43 FEET. THENCE RUN NORTH 89°43'18" EAST 222.54 FEET BACK TO THE POINT OF BEGINNING.

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C-1
R= 60.00' (D)
L= 11.45' (D)
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CH= N 60°44'11" W 11.43' (D)

Digitally signed by Phillip Robinson
Date: 2026.01.09 09:33:41 -05'00'

PHILLIP R. ROBINSON
STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 7198

I hereby certify that this Boundary Survey of the lands described hereon has been made under my direction, and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17 of the Florida Administrative Code.

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CLIENT NUMBER:	DATE: 01/09/26	POINTS OF INTEREST:
BUYER: CRAIG RATICK AND OLENA RATICK		
SELLER:		
CERTIFIED TO: CRAIG RATICK AND OLENA RATICK		

REPORT OF SURVEY 2501.0043-04 PAGE 2 OF 2. DOCUMENT IS NOT VALID WITHOUT ALL PAGES.

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CONCRETE
COVERED AREA
WATER
WOOD

SYMBOLS: (UNLESS OTHERWISE NOTED)

BENCH MARK
CENTERLINE
CENTRAL ANGLE or DELTA
COMMON OWNERSHIP
CONTROL POINT
CONCRETE MONUMENT
CATCH BASIN ELEVATION
FIRE HYDRANT
FND OR SET MONUMENT
GUYWIRE OR ANCHOR
MANHOLE
TREE
UTILITY OR LIGHT POLE
WELL

(C)	CALCULATED
(D)	DEED
(F)	FIELD
(M)	MEASURED
(P)	PLAT
(R)	RECORD
(S)	SURVEY
A.S.B.L.	ACCESSORY SETBACK LINE
A/C	AIR CONDITIONING
B.C.	BLOCK CORNER
B.F.P.	BACKFLOW PREVENTOR
B.R.	BEARING REFERENCE
B.R.L.	BUILDING RESTRICTION LINE
B/W	BAY/BOX WINDOW
BLDG.	BUILDING
BLK.	BLOCK
BM	BENCHMARK
BSMT.	BASEMENT
C	CURVE
C.B.	CONCRETE BLOCK
C.L.F.	CHAIN LINK FENCE
C.O.	CLEAN OUT
C.V.G.	CONCRETE VALLEY GUTTER
C/L	CENTER LINE
C/P	COVERED PORCH
C/S	CONCRETE SLAB
CATV	CABLE TV RISER
CH	CHORD BEARING
CHM.	CHIMNEY
CONC.	CONCRETE
COR.	CORNER
CS/W	CONCRETE SIDEWALK
D.F.	DRAIN FIELD
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
ELEV.	ELEVATION
EM	ELECTRIC METER
ENCL.	ENCLOSURE
ENT.	ENTRANCE
EUB	ELECTRIC UTILITY BOX
F.F.	FINISHED FLOOR
F.O.P.	EDGE OF PAVEMENT
F/DH	FOUND DRILL HOLE
FCM	FND. CONCRETE MONUMENT
FIP	FOUND IRON PIPE
FIPC	FOUND IRON PIPE & CAP
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD & CAP
FN	FOUND NAIL
FN&D	FOUND NAIL AND DISC
FND.	FOUND
FPKN	FOUND PARKER-KALON NAIL
FPKN&D	FOUND PK NAIL & DISC
FRRSPK	FOUND RAILROAD SPIKE
GAR.	GARAGE
GM	GAS METER
ID.	IDENTIFICATION
ILL.	ILLEGIBLE
INST.	INSTRUMENT
INT.	INTERSECTION
L	LENGTH
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
M.B.	MAP BOOK
M.E.S.	MITERED END SECTION
M.F.	METAL FENCE
MES	MITERED END SECTION
MH	MANHOLE
N.R.	NON RADIAL
N.T.S.	NOT TO SCALE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.C.S.	ON CONCRETE SLAB
O.G.	ON GROUND
O.R.B.	OFFICIAL RECORD BOOK
O.R.V.	OFFICIAL RECORD VOLUME
O/A	OVERALL
O/S	OFFSET
OFF	OUTSIDE OF SUBJECT PARCEL
OH.	OVERHANG
OHL	OVERHEAD LINES
ON	INSIDE OF SUBJECT PARCEL
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.P.	PERMANENT CONTROL POINT
P.I.	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.P.	PINCHED PIPE
P.R.C.	POINT OF REVERSE CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.T.	POINT OF TANGENCY
P/E	POOL EQUIPMENT
PG.	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
PLT	PLANTER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS or RADIAL
R.P.	RADIUS POINT
R/W	RIGHT OF WAY
RES.	RESIDENCE
RGE.	RANGE
S.B.L.	SET BACK LINE
S.C.L.	SURVEY CLOSURE LINE
S.T.L.	SURVEY TIE LINE
S.W.	SEAWALL
S/GD	SET GLUE DISC
S/W	SIDEWALK
SCR.	SCREEN
SEC.	SECTION
SEP.	SEPTIC TANK
SEW.	SEWER
SIRC	SET IRON ROD & CAP
SN&D	SET NAIL & DISC
SQ.FT.	SQUARE FEET
STY.	STORY
SV	SEWER VALVE
T.O.B.	TOP OF BANK
TBM	TEMPORARY BENCHMARK
TEL.	TELEPHONE FACILITIES
TWP.	TOWNSHIP
TX	TRANSFORMER
TYP.	TYPICAL
U.R.	UTILITY RISER
UG	UNDERGROUND
UR	UTILITY RISER
V.F.	VINYL FENCE
W.F.	WOODEN FENCE
W/C	WITNESS CORNER
W/F	WATER FILTER
WM	WATER METER/VALVE BOX
WV	WATER VALVE
A.E.	ACCESS EASEMENT
ANE.	ANCHOR EASEMENT
C.M.E.	CANAL MAINTENANCE ESMT.
C.U.E.	COUNTY UTILITY ESMT.
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE AND UTILITY ESMT.
ESMT.	EASEMENT
I.E./E.E.	INGRESS/EGRESS ESMT.
IRR.E.	IRRIGATION EASEMENT
L.A.E.	LIMITED ACCESS ESMT.
L.B.E.	LANDSCAPE BUFFER ESMT.
L.E.	LANDSCAPE ESMT.
L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT
M.E.	MAINTENANCE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.E.	ROOF OVERHANG ESMT.
S.W.E.	SIDEWALK EASEMENT
S.W.M.E.	STORM WATER MANAGEMENT EASEMENT
T.U.E.	TECHNOLOGICAL UTILITY ESMT.
U.E.	UTILITY EASEMENT

Robinson Surveying 140 E. Panama Road Winter Springs, FL 32708| 407.637.5961

File Number: 2026-0245

Title:

Approve and authorize the Chairman to execute a Resolution terminating and dissolving the U.S. Highway 17-92 Corridor Community Redevelopment Agency. Countywide **(Mike Rhodes, Interim Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Dagmarie Segarra/407-665-7396

Background:

The United States Highway 17-92 Corridor Community Redevelopment Agency (CRA) was established by the Seminole County Board of County Commissioners pursuant to Part III, Chapter 163, Florida Statutes. Resolution No. 97-R-120 (May 27, 1997) made a finding of necessity for community redevelopment within the U.S. Highway 17-92 Corridor Redevelopment Area, and Resolution No. 97-R-130 (June 24, 1997) created the CRA. Resolution No. 98-R-180 (August 25, 1998) subsequently modified the redevelopment area boundaries. These resolutions collectively established the CRA as a dependent special district with the Board of County Commissioners serving as its governing body.

The redevelopment plan for the CRA included a sunset date of December 31, 2017. Following that date, the CRA ceased operations and no additional tax increment revenues were collected. According to the Seminole County Annual Comprehensive Financial Report (ACFR), the CRA expired on December 31, 2017 and was fully closed out as of September 30, 2023.

Recently, the State of Florida Department of Commerce (Florida Commerce), through the Special District Accountability Program, advised that formal governing body action is required to update the Official List of Special Districts and change the status of the

CRA from active to dissolved pursuant to Section 189.016(2), Florida Statutes.

The proposed resolution formally terminates and dissolves the U.S. Highway 17-92 Corridor CRA and repeals the original creation resolutions.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution terminating and dissolving the U.S. Highway 17-92 Corridor Community Redevelopment Agency and repealing Resolution Nos. 97-R-130, 98-R-180, and 97-R-120.

RESOLUTION NO. 2026-R-____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS TERMINATING AND DISSOLVING THE U.S. HIGHWAY 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY; REPEALING RESOLUTION NOS. 97-R-130 AND 98-R-180; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seminole County Resolution No. 97-R-120, adopted May 27, 1997, made a finding of necessity for community redevelopment within the United States Highway 17-92 Corridor Redevelopment Area pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, Seminole County Resolution No. 97-R-130, adopted June 24, 1997, created the United States Highway 17-92 Corridor Community Redevelopment Agency (the "Agency") pursuant to Section 163.357, Florida Statutes; and

WHEREAS, Seminole County Resolution No. 98-R-180, adopted August 25, 1998, modified the redevelopment area boundaries; and

WHEREAS, the foregoing resolutions are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Agency operated as a dependent special district of Seminole County with the Board of County Commissioners serving as its governing body; and

WHEREAS, the redevelopment plan for the Agency included a sunset date of December 31, 2017; and

WHEREAS, the Agency ceased operations upon reaching its sunset date, and no tax increment revenues have been collected or expended since that time; and

WHEREAS, the Seminole County Annual Comprehensive Financial Report reflects that the Agency expired on December 31, 2017 and was fully closed out as of September 30, 2023; and

WHEREAS, Section 189.016(2), Florida Statutes, requires official governing body action to amend or update the creation document of a special district in order to reflect its dissolution on the Official List of Special Districts: and

WHEREAS, this Resolution is intended to meet the requirements of Section 189.016(2), Florida Statutes and serve as the official County action to dissolve the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:

Section 1. Findings.

The foregoing recitals are hereby adopted as legislative findings of the Board.

Section 2. Dissolution.

The United States Highway 17-92 Corridor Community Redevelopment Agency is hereby formally terminated and dissolved and Resolution Nos. 97-R-130, 98-R-180 and 97-R-120 are hereby terminated and are of no further force and effect.

Section 3. Repeal of Prior Resolutions.

Resolution Nos. 97-R-130 and 98-R-180 are hereby repealed. Resolution No. 97-R-120 is acknowledged as having served its legislative purpose and shall have no further force or effect.

Section 4. Administrative Direction.

County staff is directed to transmit a certified copy of this Resolution to Florida Commerce Special District Accountability Program and to take all necessary administrative actions to update County records and the Official List of Special Districts.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

ADOPTED this _____ day of March, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By: _____

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

ANDRIA HERR, Chairman

Attachment:
Exhibit A: Resolution Nos. 97-R-130/ Resolution 98-R-180/ Resolution No. 97-R-120
Authority: Sections 163.357, 163.3755, and 189.016(2), Florida Statutes.

EXHIBIT A

RESOLUTION NO R-97 - 120

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 27TH DAY OF MAY, 1997

WHEREAS, the Board of County Commissioners, Seminole County, Florida, finds the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Study Area ('the Study Area"), and determines that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and

WHEREAS, the Board of County Commissioners has commissioned a study that has confirmed the findings of blight within the Study Area; and

WHEREAS, conditions are present that are detrimental to the sound growth of the Study Area and that substantially impair or arrest the growth within the Study Area and adjacent territory, and present conditions and uses are detrimental to the public health, safety, morals and welfare; and

WHEREAS, unsafe and unsanitary conditions exist within the Study Area; and

WHEREAS, there is a predominance of inadequate or defective street layout within the Study Area; and

WHEREAS, there is faulty lot layout in the Study Area in relation to size, adequacy, accessibility, or usefulness; and

WHEREAS, there has been a deterioration of site or other improvements within the Study Area; and

WHEREAS, there are inadequate parking facilities within the Study Area; and

WHEREAS, these conditions endanger life and property and substantially impair or arrest the sound growth of the Study Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and

WHEREAS, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Study Area; and

WHEREAS, the County desires to proceed under Part III, Chapter 163, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Study Area; and

WHEREAS, the provisions of this Resolution are consistent with the goals, policies, and objectives of the Seminole County Comprehensive Plan;

WHEREAS, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, SEMINOLE CO' ITY, FLORIDA:

Section One. (a) The Board of County Commissioners, based upon evidence presented to it and submitted in the public record does hereby expressly find that blighted areas as defined in Section 163.340(8), Florida Statutes, exist within the United States Highway 17-92 Corridor Redevelopment Study Area as defined in the Study.

(b) The recitals set forth in this Resolution are hereby adopted as legislative findings.

(c) The Board of County Commissioners does hereby expressly find that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area described Exhibit A is necessary in the interest of the public health, safety, morals, or welfare of the residents and citizens of Seminole County.

Section Two. For the purpose of this resolution, the Community Redevelopment Area shall be that United States Highway 17-92 Corridor Redevelopment Area more particularly described in Exhibit A, attached hereto.

Section Three. The Board of County Commissioners does hereby expressly find that it is necessary, appropriate, proper and timely that a Community Redevelopment Agency be created to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, Florida Statutes and such other resolutions, ordinances and laws that may be utilized to further redevelopment within the Community Redevelopment Area as described in Exhibit A.

Section Four. This resolution shall take effect immediately upon its passage.

ADOPTED THIS 27th day of May, 1997

ATTEST:

MARYANNE MORSE
CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____
RANDALL C. MORRIS, CHAIRMAN

U.S 17-92 Resolution
J Necessity

A LEGAL DESCRIPTION
OF
THE SOUTH
U.S. 17-92 CORRIDOR
SEMINOLE COUNTY, FLORIDA

Prepared by:

IVEY, HARRIS & WALLS, INC.
631 S. Orlando Avenue, Suite 200
Winter Park, Florida 32789
(407) 629-8880

PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATE

This description and the accompanying sketch has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal, for each of the eight pages contained herein and the accompanying sketch, of a Florida licensed surveyor and mapper this legal description, and sketch or map is for informational purposes only and is not valid.

_____ _____

Henry D. Antes, PSM No. 4330 **Date**

C:\WPWIN60\WPDOCS\1782SOUT.WPD

BK2307PG0657

DESCRIPTION

A tract of land being a development corridor in Seminole County, Florida, South of the City of Casselberry Florida, encompassing lands bounding the U.S. Highway 17-92 corridor being more particularly described as follows:

Commence at the Northeast corner of Lot 1, Block 3, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida; run thence a distance of 567.50 ft. along the north line of said Lot 1 on an assumed bearing of N 89-57-44 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 16.88 ft. along a bearing of S 00-00-00 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 65.51 ft. along a bearing of S 00-45-55 W; thence a distance of 267.00 ft. along a bearing of S 00-06-26 E; thence a distance of 66.25 ft. along a bearing of S 00-12-58 E; thence a distance of 260.50 ft. along a bearing of S 00-07-25 E; thence a distance of 69.00 ft. along a bearing of S 00-06-14 E; thence a distance of 264.88 ft. along a bearing of S 00-08-07 E; thence a distance of 69.38 ft. along a bearing of S 00-06-12 E; thence a distance of 259.50 ft. along a bearing of S 00-09-06 E; thence a distance of 90.86 ft. along a bearing of S 41-25-50 W; thence a distar e of 293.00 ft. along a bearing of N 89-54-08 W; thence a distance of 140.25 ft. along a bearing of N 89-50-48 W; thence a distance of 275.38 ft. along a bearing of N 89-52-12 W; thence a distance of 76.25 ft.along a bearing of S 00-05-38 E; thence a distance of 363.44 ft. along a bearing of N 89-57-38 W; thence a distance of 68.72 ft. along a bearing of S 71-52-41 W; thence a distance of 28.63 ft. along a bearing of S 00-00-00 W; thence a distance of 131.25 ft. along a bearing of S 00-11-28 W; thence a distance of 181.88ft. along a bearing of S 55-50-25 E; thence a distance of 76.84 ft. along a bearing of S 51-56-13 E; thence a distance of 81.38 ft. along a bearing of S 49-01-01 E; thence a distance of 149.43 ft. along a bearing of S 45-33-33 E; thence a distance of 118.28 ft. along a bearing of S 40-10-40 E; thence a distance of 112.13 ft. along a bearing of S 32-48-15 E; thence a distance of 141.09 ft. along a bearing of S 22-12-07 E; thence a distance of 105.96 ft. along a bearing of S 79-19-35 E; thence a distance of 43.65 ft. along a bearing of S 80-36-18 E; thence a distance of 46.63 ft. along a bearing of N 89-04-42 E; thence a distance of 89.94 ft. along a bearing of S 89-17-00 E; thence a distance of 108.06 ft. along a bearing of S 90-00-00 E; thence a distance of 20.19 ft. along a bearing of S 90-00-00 E; thence a distance of 113.50 ft. along a bearing of S 89-56-13 E; thence a distance of 64.88 ft. along a bearing of S 00-49-40 E; thence a distance of 267.25 ft. along a bearing of S 00-08-02 E; thence a distance of 63.02 ft. along a bearing of S 01-15-01 W; thence a distance of 258.75 ft. along a bearing of S 00-19-56 E; thence a distance of 65.88 ft. along a bearing of S 00-55-27 E; thence a distance of 250.13 ft. along a bearing of N 89-58-17 W; thence a distance of 86.59 ft. along a bearing of N 8 -35-37 W; thence a distance of 152.88 ft. along a bearing of N 90-00-00 W; thence a distance of 57.45 ft. along a bearing of S 88-45-12 W; thence a distance of 48.88 ft. along a bearing of N 90-00-00 W; thence a distance of 464.50 ft. along a bearing of S 00-07-24 E; thence a distance of 46.81 ft. along a bearing of S 89-50-49 W; thence a distance of 141.89 ft. along a bearing of S 00-45-26 E; thence a distance of 283.86 ft. along a bearing of S 79-06-38 W; thence a distance of 111.64 ft. along a bearing of S 00-53-53 E; thence a distance of 189.25 ft. along a bearing of N 89-57-44 E; thence a distance of 219.50 ft. along a bearing of S

00-16-38 E; thence a distance of 187.44 ft. along a bearing of N 89-46-15 W; thence a distance of 1422.75ft. along a bearing of S 00-03-19 E; thence a distance of 1019.99 ft. along a bearing of S 89-43-35 E; thence a distance of 47.76 ft. along a bearing of S 00-16-25 W; thence a distance of 601.38 ft. along a bearing of S 00-01-04 W; thence a distance of 61.93 ft. along a bearing of S 12-21-12 W; thence a distance of 611.13 ft. along a bearing of S 00-06-20 W; thence a distance of 60.47 ft. along a bearing of S 22-09-52 W; thence a distance of 608.75 ft. along a bearing of S 00-12-21 W; thence a distance of 64.48 ft. along a bearing of S 26-39-52 E; thence a distance of 607.51 ft. along a bearing of S 00-16-16 W; thence a distance of 53.39 ft. along a bearing of S 01-08-25 W; thence a distance of 605.43 ft. along a bearing of S 00-47-12 W; thence a distance of 93.30 ft. along a bearing of S 20-45-13 W; thence a distance of 253.64 ft. along a bearing of S 00-31-21 E; thence a distance of 173.62 ft. along a bearing of S 64-46-21 E; thence a distance of 30.86 ft. along a bearing of S 26-58-49 E; thence a distance of 84.59 ft. along a bearing of S 64-26-18 E; thence a distance of 209.68 ft. along a bearing of S 47-11-11 W; thence a distance of along a curve having a Curve Length of 89.54, a Radius of 142.78, and a Delta of 35-55-54; thence a distance of 503.25 ft. along a bearing of S 01-18-08 W; thence a distance of 98.38 ft. along a bearing of S 00-15-17 W; thence a distance of 401.42 ft. along a bearing of S 09-05-34 W; thence a distance of 377.14 ft. along a bearing of S 00-26-12 W; thence a distance of 123.63 ft. along a bearing of S 00-20-51 W; thence a distance of 123.14 ft. along a bearing of S 00-54-06 W; thence a distance of 251.77 ft. along a bearing of S 89-20-45 W; thence a distance of 97.65 ft. along a bearing of S 38-25-30 W; thence a distance of 252.10 ft. along a bearing of S 89-00-20 W; thence a distance of 126.88 ft. along a bearing of S 00-03-23 E; thence a distance of 59.63 ft. along a bearing of S 00-57-39 W; thence a distance of 40.00 ft. along a bearing of S 00-05-22 W; thence a distance of 24.70 ft. along a bearing of S 21-22-14 E; thence a distance of 69.64 ft. along a bearing of S 01-17-08 E; thence a distance of 245.98 ft. along a bearing of S 88-58-51 W; thence a distance of 207.52 ft. along a bearing of S 85-55-27 W; thence a distance of 81.05 ft. along a bearing of S 67-02-00 W; thence a distance of 47.04 ft. along a bearing of S 49-34-49 W; thence a distance of 21.54 ft. along a bearing of S 35-40-23 W; thence a distance of 66.79 ft. along a bearing of S 20-01-44 W; thence a distance of 62.16 ft. along a bearing of S 01-57-33 E; thence a distance of 128.53 ft. along a bearing of S 62-36-45 E; thence a distance of 75.46 ft. along a bearing of S 19-48-02 W; thence a distance of 11.14 ft. along a bearing of S 80-57-38 W; thence a distance of 21.96 ft. along a bearing of S 28-45-13 W; thence a distance of 339.41 ft. along a bearing of S 30-01-16 E; thence a distance of 170.45 ft. along a bearing of S 10-54-22 E; thence a distance of 81.01 ft. along a bearing of S 67-47-17 W; thence a distance of 82.24 ft. along a bearing of S 58-10-12 W; thence a distance of 70.71 ft. along a bearing of S 47-06-47 W; thence a distance of 128.58 ft. along a bearing of S 32-33-16 W; thence a distance of 125.86 ft. along a bearing of S 30-53-44 W; thence a distance of 99.28 ft. along a bearing of S 30-49-40 W; thence a distance of 98.38 ft. along a bearing of S 30-48-05 W; thence a distance of 114.00 ft. along a bearing of S 64-32-41 W; thence a distance of 201.92 ft. along a bearing of S 64-47-29W; thence a distance of 291.16 ft. along a bearing of S 65-10-24 W; thence a distance of 148.40 ft. along a bearing of S 65-24-37 W; thence a distance of 138.74 ft. along a bearing of S 65-37-43 W; thence a distance of 60.29 ft. along a bearing of S 54-21-56 W; thence a distance of 58.56 ft. along a bearing of S 26-33-54 W; thence a distance of 206.63 ft. along a bearing of S 00-08-19 W; thence a distance of 523.08 ft. along a bearing of S 00-58-44 E; thence a distance of 451.79 ft. along a bearing of S

00-45-11 E; thence a distance of 42.32 ft. along a bearing of S 89-19-23 W; thence a distance of 674.64 ft. along a bearing of N 00-22-18 W; thence a distance of 634.97 ft. along a bearing of S 88-29-18 W; thence a distance of 654.13 ft. along a bearing of N 00-13-08 W; thence a distance of 345.50 ft. along a bearing of S 89-48-48 W; thence a distance of 880.75 ft. along a bearing of S 00-02-56 E; thence a distance of along a curve having a Curve Length of 232.37, a Radius of 533.89, and a Delta of 24-56-13; thence a distance of 312.78 ft. along a bearing of S 31-47-04 E; thence a distance of 86.50 ft. along a bearing of S 89-50-04 W; thence a distance of 491.44 ft. along a bearing of S 89-53-53 W; thence a distance of 1884.58 ft. along a bearing of S 01-25-10 E; thence a distance of 246.60 ft. along a bearing of S 24-22-10 W; thence a distance of 148.58 ft. along a bearing of S 25-02-04 W; thence a distance of 202.29 ft. along a bearing of S 25-28-21 W; thence a distance of 137.64 ft. along a bearing of S 25-43-38 W; thence a distance of 209.35 ft. along a bearing of N 63-42-10 W; thence a distance of 762.05 ft. along a bearing of S 26-37-26 W; thence a distance of 106.07 ft. along a bearing of N 62-15-26 W; thence a distance of 131.50 ft. along a bearing of S 25-41-17 W; thence a distance of 302.29 ft. along a bearing of S 26-27-33 W; thence a distance of 691.00 ft. along a bearing of N 78-44-02 W; thence a distance of 34.03 ft. along a bearing of S 31-33-33 E; thence a distance of along a curve having a Curve Length of 668.49, a Radius of 729.38, and a Delta of 52-30-45; thence a distance of 131.05 ft. along a bearing of S 19-42-19 W; thence a distance of 211.38 ft. along a bearing of S 65-23-51 E; thence a distance of 240.38 ft. along a bearing of S 24-59-33 W; thence a distance of 285.10 ft. along a bearing of S 23-54-46 W; thence a distance of 96.12 ft. along a bearing of S 64-50-04 E; thence a distance of 114.85 ft. along a bearing of S 08-23-09 W; thence a distance of 139.80 ft. along a bearing of S 67-39-57 E; thence a distance of 88.20 ft. along a bearing of S 04-55-07 W; thence a distance of 868.10 ft. along a bearing of S 15-35-57 W; thence a distance of 97.55 ft. along a bearing of S 31-41-39 E; thence a distance of 134.50 ft. along a bearing of S 31-32-54 E; thence a distance of 539.21 ft. along a bearing of S 18-14-15 E; thence a distance of 38.61 ft. along a bearing of S 25-24-13 W; thence a distance of 263.00 ft. along a bearing of S 83-45-06 W; thence a distance of 681.42 ft. along a bearing of S 26-46-19 W; thence a distance of 63.53 ft. along a bearing of S 26-58-06 W; thence a distance of 737.38 ft. along a bearing of N 89-55-20 W; thence a distance of 323.26 ft. along a bearing of S 78-45-42 E; thence a distance of 989.44 ft. along a bearing of N 89-52-11 W; thence a distance of 779.00 ft. along a bearing of S 40-23-56 W; thence a distance of 1172.88 ft. along a bearing of S 88-48-11 W; thence a distance of 393.63 ft. along a bearing of S 00-20-12 W; thence a distance of 136.89 ft. along a bearing of S 88-03-50 W; thence a distance of 2271.40 ft. along a bearing of S 00-39-55 W; thence a distance of 1287.47 ft. along a bearing of S 89-34-58 W; thence a distance of 1269.67 ft. along a bearing of S 00-28-26 E; thence a distance of 52.94 ft. along a bearing of S 15-32-45 E; thence a distance of 484.44 ft. along a bearing of S 00-45-47 E; thence a distance of 92.52 ft. along a bearing of S 89-14-13 W; thence a distance of 87.88 ft. along a bearing of S 89-35-33 W; thence a distance of 60.28 ft. along a bearing of S 40-04-46 W; thence a distance of 213.05 ft. along a bearing of S 40-05-07 W; thence a distance of 633.46 ft. along a bearing of S 40-08-29 W; thence a distance of 120.16 ft. along a bearing of S 40-07-34 W; thence a distance of 491.26 ft. along a bearing of S 89-34-38 W; thence a distance of 41.92 ft. along a bearing of S 32-27-29 W; thence a distance of 169.51 ft. along a bearing of S 00-44-22 E; thence a distance of 222.64 ft. along a bearing of S 00-44-24 E; thence a distance of 43.18 ft. along a bearing of S 58-00-44 W; thence a distance of 36.88 ft. along a bearing of S 89-48-21 E; thence a distance of

153.51 ft. along a bearing of S 00-37-47 E; thence a distance of 104.26 ft. along a bearing of S 00-57-42 E; thence a distance of 199.90 ft. along a bearing of S 00-58-03 E; thence a distance of 48.72 ft. along a bearing of S 72-22-43 W; thence a distance of 61.96 ft. along a bearing of N 88-36-46 W; thence a distance of 31.84 ft. along a bearing of S 78-54-38 W; thence a distance of 273.27 ft. along a bearing of S 73-34-46 W; thence a distance of 62.30 ft. along a bearing of S 73-33-54 W; thence a distance of 115.30 ft. along a bearing of S 07-43-34 W; thence a distance of 156.94 ft. along a bearing of S 73-51-37 W; thence a distance of 25.70 ft. along a bearing of S 72-26-47 W; thence a distance of 170.55 ft. along a bearing of S 71-59-00 W; thence a distance of 130.01 ft. along a bearing of S 18-54-19 E; thence a distance of 53.50 ft. along a bearing of S 89-19-50 W; thence a distance of 109.25 ft. along a bearing of S 00-21-38 E; thence a distance of 218.88 ft. along a bearing of S 00-28-28 E; thence a distance of 100.76 ft. along a bearing of S 00-38-23 E; thence a distance of 92.04 ft. along a bearing of S 01-47-24 E; thence a distance of 76.07 ft. along a bearing of N 88-57-52 E; thence a distance of 146.33 ft. along a bearing of N 89-07-08 E; thence a distance of 79.14 ft. along a bearing of S 40-00-09 W; thence a distance of 124.45 ft. along a bearing of S 39-31-05 W; thence a distance of 783.67 ft. along a bearing of S 88-26-13 W; thence a distance of 153.84 ft. along a bearing of S 72-41-55 W; thence a distance of 1481.62 ft. along a bearing of S 40-23-46 W; thence a distance of 134.27 ft. along a bearing of S 01-04-01 E; thence a distance of 333.75 ft. along a bearing of S 00-17-23 E; thence a distance of 324.26 ft. along a bearing of S 00-31-09 E; thence a distance of 227.52 ft. along a bearing of S 00-48-10 E; thence a distance of 64.27 ft. along a bearing of S 40-39-42 W; thence a distance of 484.76 ft. along a bearing of S 41-28-00 W;thence a distance of 85.70 ft. along a bearing of S 43-02-58 W; thence a distance of 1575.32 ft. along a bearing of S89-53-11 W; thence a distance of 615.20 ft. along a bearing of S 00-53-26 E; thence a distance of 672.94 ft. along a bearing of N 89-58-05 E; thence a distance of 412.36 ft. along a bearing of S 01-20-46 E; thence a distance of 41.21 ft. along a bearing of S 39-20-18 W; thence a distance of 777.47 ft. along a bearing of S 85-39-59 W; thence a distance of 538.79 ft. along a bearing of S 38-00-47 W; thence a distance of 679.59 ft. along a bearing of S 37-53-02 W; thence a distance of 111.15 ft. along a bearing of N 64-33-32 W; thence a distance of 184.90 ft. along a bearing of S05-39-52 W; thence a distance of 264.62 ft. along a bearing of S 05-34-14 W; thence a distance of 56.94 ft. along a bearing of S 04-39-33 W; thence a distance of 265.90 ft. along a bearing of S 04-42-20 W; thence a distance of 240.12 ft. along a bearing of S 04-06-17 W; thence a distance of 119.80 ft. along a bearing of S 04-02-20 W; thence a distance of 106.99 ft. along a bearing of S 03-51-07 W; thence a distance of 122.36 ft. along a bearing of S 04-25-24 W; thence a distance of 356.09 ft. along a bearing of S 04-29-23 W; thence a distance of 116.82 ft. along a bearing of S 05-00-11 W; thence a distance of 120.20 ft. along a bearing of S 04-58-53 W; thence a distance of 115.15 ft. along a bearing of S 04-47-41 W; thence a distance of 119.79 ft. along a bearing of S 04-47-18 W; thence a distance of 282.26 ft. along a bearing of S 04-50-22 W; thence a distance of 777.75 ft. along a bearing of S 77-17-22 W; thence a distance of 646.50 ft. along a bearing of S 00-11-38 E; thence a distance of 415.81 ft. along a bearing of S 89-48-38 E; thence a distance of 327.26 ft. along a bearing of S 00-26-16 E; thence a distance of 289.06 ft. along a bearing of S 82-16-16 W; thence a distance of 32.13 ft. along a bearing of S 00-33-26 E; thence a distance of 79.38 ft. along a bearing of S 00-27-04 E; thence a distance of 71.50 ft. along a bearing of S 00-27-03 E; thence a distance of 124.44 ft. along a bearing of N 83-25-29 E; thence a distance of 64.38 ft. along a bearing of S

00-26-42 E; thence a distance of 91.75 ft. along a bearing of S 00-25-46 E; thence a distance of 172.62 ft. along a bearing of N 83-28-19 E; thence a distance of 147.33 ft. along a bearing of N 83-28-19 E; thence a distance of 106.04 ft. along a bearing of S 04-13-31 W; thence a distance of 77.86 ft. along a bearing of S 04-27-57 W; thence a distance of 24.29 ft. along abearing of N 84-41-08 E; thence a distance of 103.76 ft. along a bearing of S 04-56-29 W; thence a distance of 117.30 ft.along a bearing of S 04-53-25 W; thence a distance of 146.19 ft. along a bearing of S 64-08-49 W; thence a distance of50.56 ft. along a bearing of S 82-28-15 W; thence a distance of 277.02 ft. along a bearing of S 82-27-18 W; thence a distance of 100.67 ft. along a bearing of S 82-30-32 W; thence a distance of 381.13 ft. along a bearing of S 00-21-59 E; thence a distance of 59.00 ft. along a bearing of S 00-25-29 E; thence a distance of 75.75 ft. along a bearing of S 00-28-22 E; thence a distance of 83.88 ft. along a bearing of S 00-23-03 E; thence a distance of 370.63 ft. along a bearing of S 00-12-10 E; thence a distance of 80.63 ft. along a bearing of S 00-21-19 E; thence a distance of 473.47 ft. along a bearing of S 77-55-50 E; thence a distance of 141.08 ft. along a bearing of S 05-43-15 W; thence a distance of 449.36 ft. along a bearing of N 83-54-00 W; thence a distance of 469.15 ft. along a bearing of S 00-37-33 E; thence a distance of 342.25 ft. along a bearing of S 00-00-38 E; thence a distance of 127.04 ft. along a bearing of S 53-53-08 E; thence a distance of 63.69 ft. along a bearing of S 57-52-10 W; thence a distance of 104.76 ft. along a bearing of S 00-57-26 E; thence a distance of 78.26 ft. along a bearing of S 00-46-41 E; thence a distance of 76 ft. along a bearing of S 00-50-23 E; thence a distance of 84.51 ft. along a bearing of S 00-50-51 E; thence a distance of 73.63 ft. along a bearing of S 00-52-32 E; thence a distance of 530.81 ft. along a bearing of S 00-51-00 E; thence a distance of 400.79 ft. along a bearing of S 00-51-28 E; thence a distance of 316.28 ft. along a bearing of S 00-50-57 E; thence a distance of 234.47 ft. along a bearing of S 04-38-06 W; thence a distance of 32.97 ft. along a bearing of S 27-17-24 W; thence a distance of 471.75 ft. along a bearing of S 26-29-01 W; thence a distance of 43.41 ft. along a bearing of S 17-04-42 W; thence a distance of 127.63 ft. along a bearing of S 06-43-17 W; thence a distance of 46.50 ft. along a bearing of S 00-46-12 E; thence a distance of 754.50 ft. along a bearing of S 89-49-45 W; thence a distance of 313.06 ft. along a bearing of S 63-56-47 W; thence a distance of 676.64 ft. along a bearing of S 00-25-24 E; thence a distance of 510.72 ft. along a bearing of S 01-06-28 E; thence a distance of 683.25 ft. along a bearing of N 89-54-58 W; thence a distance of 323.63 ft. along a bearing of S 00-05-19 E; thence a distance of 278.27 ft.along a bearing of S 00-42-28 E; thence a distance of 216.14 ft. along a bearing of S 00-41-45 E; thence a distance of156.78 ft. along a bearing of N 72-01-38 W; thence a distance of 176.80 ft. along a bearing of N 79-07-09 W; thence a distance of 296.68 ft. along a bearing of N 86-29-51 W; thence a distance of 123.83 ft. along a bearing of S 09-51-08 E; thence a distance of 506.16 ft. along a bearing of S 00-41-36 W; thence a distance of 459.97 ft. along a bearing of N 89-18-54 E; thence a distance of 512.97 ft. along a bearing of N 89-20-30 E; thence a distance of 163.53 ft. along a bearing of S 20-49-03 W; thence a distance of 329.33 ft. along a bearing of S 18-07-57 W; thence a distance of 94.99 ft. along a bearing of S 18-09-41 W; thence a distance of 52.21 ft. along a bearing of S 10-24-33 E; thence a distance of 76.26 ft. along a bearing of S 15-12-05 W; thence a distance of 92.40 ft. along a bearing of S 15-17-45 W; thence a distance of 33.55 ft. along a bearing of S 15-13-37 W; thence a distance of 108.56 ft. along a bearing of S 15-13-13 W; thence a distance of 102.96 ft. along a bearing of S 15-40-23 W; thence a distance of 30.51 ft. along a bearing of S 15-41-15 W; thence a distance of

90.61 ft. along a bearing of S 15-38-49 W; thence a distance of 153.02 ft. along a bearing of S 15-38-13 W; thence a distance of 108.10 ft. along a bearing of S 13-10-06 W; thence a distance of 99.06 ft. along a bearing of S 16-39-03 W; thence a distance of 80.75 ft. along a bearing of S 16-35-50 W; thence a distance of 59.22 ft. along a bearing of S 17-52-50 W; thence a distance of 145.05 ft. along a bearing of S 15-00-22 W; thence a distance of 67.15 ft. along a bearing of S 14-56-30 W; thence a distance of 71.18 ft. along a bearing of S 15-00-45 W; thence a distance of 215.48 ft. along a bearing of S 15-00-42 W; thence a distance of 220.79 ft. along a bearing of S 15-00-43 W; thence a distance of 99.31 ft. along a bearing of S 15-37-42 W; thence a distance of 37.29 ft. along a bearing of S 16-27-36 W; thence a distance of 172.40 ft. along a bearing of S 16-29-04 W; thence a distance of 50.54 ft. along a bearing of S 09-23-33 W; thence a distance of 325.71 ft. along a bearing of S 15-07-47 W; thence a distance of 127.20 ft. along a bearing of S 15-13-58 W; thence a distance of 10.60 ft.along a bearing of N 81-52-12 W; thence a distance of 27.07 ft. along a bearing of S 15-01-50 W; thence a distance of153.65 ft. along a bearing of S 15-05-15 W; thence a distance of 69.51 ft. along a bearing of S 12-53-11 W;thence a distance of 122.58 ft. along a bearing of S 15-40-50 W; thence a distance of 120.12 ft. along a bearing of S15-34-08 W; thence a distance of 142.59 ft. along a bearing of S 10-41-04 W; thence a distance of 217.53 ft. along abearing of S 15-12-37 W; thence a distance of 51.18 ft. along a bearing of S 15-17-31 W; thence a distance of 63.78 ft. along a bearing of S 14-56-06 W; thence a distance of 99.11 ft. along a bearing of S 14-56-52 W; thence a distance of 105.71 ft. along a bearing of S 15-13-10 W; thence a distance of 69.05 ft. along a bearing of S 15-13-07 W; thence a distance of 251.56 ft. along a bearing of S 15-12-37 W; thence a distance of 242.63 ft. along a bearing of S 15-13-03 W; thence a distance of 25.52 ft. along a bearing of S 15-11-37 W; thence a distance of 197.68 ft. along a bearing of S 15-12-50 W; thence a distance of 69.18 ft. along a bearing of S 15-14-29 W; thence a distance of 172.07 ft. along a bearing of S 15-12-28 W; thence a distance of 57.75 ft. along a bearing of S 20-47-18 W; thence a distance of 100.36 ft. along a bearing of S 14-25-01 W; thence a distance of 99.78 ft. along a bearing of S 14-26-12 W; thence a distance of 99.00 ft. along a bearing of S 14-26-23 W; thence a distance of 103.26 ft. along a bearing of S 14-26-24 W; thence a distance of 114.24 ft. along a bearing of S 14-26-48 W; thence a distance of 68.63 ft. along a bearing of S 14-26-28 W; thence a distance of 57.17 ft. along a bearing of S 10-19-38 W; thence a distance of 115.96 ft. along a bearing of S 13-43-18 W; thence a distance of 102.28 ft. along a bearing of S 13-40-46 W; thence a distance of 260.43 ft. along a bearing of S 13-39-45 W; thence a distance of 54.75 ft. along a bearing of S 20-35-12 W; thence a distance of 407.52 ft. along a bearing of S 14-37-12 W; thence a distance of 214.87 ft. along a bearing of S 14-15-45 W; thence a distance of 48.50 ft. along a bearing of S 14-15-04 W; thence a distance of 180.79 ft. along a bearing of S 14-43-06 W; thence a distance of 98.65 ft. along a bearing of S 12-17-33 W; thence a distance of 224.92 ft. along a bearing of S 16-21-16 W; thence a distance of 164.56 ft. along a bearing of S 21-05-09 W; thence a distance of 93.24 ft. along a bearing of S 21-05-43 W; thence a distance of 128.88 ft. along a bearing of S 19-39-54 W; thence a distance of 63.68 ft. along a bearing of S 20-09-39 W; thence a distance of 218.73 ft. along a bearing of S 23-38-53 W; thence a distance of 166.89 ft. along a bearing of S 33-39-59 W; thence a distance of 96.24 ft. along a bearing of S 27-13-49 W; thence a distance of 74.66 ft. along a bearing of S 27-12-32 W; thence a distance of 100.55 ft. along a bearing of S 29-45-13 W; thence a distance of 69.65 ft. along a bearing of S 32-27-48 W; thence a distance of 74.62 ft. along a bearing of S

32-21-39 W; thence a distance of 52.08 ft. along a bearing of S 26-56-01 W; thence a distance of 297.41 ft. along a bearing of N 57-13-30 W; thence a distance of 294.88 ft. along a bearing of S 34-48-18 W; thence a distance of 94.05 ft. along a bearing of S 35-02-31 W; thence a distance of 100.40 ft. along a bearing of S 38-13-31 W; thence a distance of 78.34 ft. along a bearing of S 39-00-35 W; thence a distance of 374.98 ft. along a bearing of S 41-05-14 W; thence a distance of 52.78 ft. along a bearing of S 17-21-44 E; thence a distance of 449.63 ft. along a bearing of S 38-31-36 W; thence a distance of 405.81 ft. along a bearing of S 36-31-14 W; thence a distance of 56.65 ft. along a bearing of S 41-11-52 W to the Point of Beginning of the tract herein described; thence a distance of 118.44 ft. along a bearing of N 41-11-52 W; thence a distance of 159.09 ft. along a bearing of S 01-56-10 E; thence a distance of 22.25 ft. along a bearing of N 50-35-10 W; thence a distance of 215.88 ft. along a bearing of N 89-58-01 W; thence a distance of 475.29 ft. along a bearing of S 02-24-15 E; thence a distance of 449.09 ft. along a bearing of S 85-53-52 W; thence a distance of 141.26 ft. along a bearing of S 00-44-07 E; thence a distance of 504.02 ft. along a bearing of S 89-27-36 W; thence a distance of 588.32 ft. along a bearing of S 00-54-47 E; thence a distance of 52.50 ft. along a bearing of S 00-40-55 E; thence a distance of 215.14 ft. along a bearing of S 89-24-03 W; thence a distance of 177.27 ft. along a bearing of S 00-50-54 E; thence a distance of 452.20 ft. along a bearing of N 84-30-42 W; thence a distance of 169.18 ft. along a bearing of S 01-25-06 E; thence a .stance of 220.40 ft. along a bearing of N 83-40-59 W; thence a distance of 901.77 ft. along a bearing of S 00-24-47 E; thence a distance of 75.44 ft. along a bearing of N 90-00-00 W; thence a distance of 90.39 ft. along a bearing of S 01-06-34 W; thence a distance of 122.94 ft. along a bearing of S 14-59-50 W; thence a distance of 33.79 ft. along a bearing of N 84-16-06 W; thence a distance of 105.27 ft. along a bearing of S 44-34-01 W; thence a distance of 51.01 ft. along a bearing of S 89-09-27 W; thence a distance of 137.46 ft. along a bearing of N 69-57-00 W; thence a distance of 879.70 ft. along a bearing of N 89-40-28 W; thence a distance of 475.56 ft. along a bearing of S 07-08-31 E; thence a distance of 319.93 ft. along a bearing of S 09-48-30 E;thence a distance of 216.56 ft. along a bearing of S 08-22-49 E; thence a distance of 254.11 ft. along a bearing of S 08-36-02 E; thence a distance of 294.58 ft. along a bearing of S 08-37-37 E; thence a distance of 84.33 ft. along a bearing of S 08-39-09 E; thence a distance of 158.10 ft. along a bearing of S 08-28-45 E; thence a distance of 48.97 ft. along a bearing of S 05-29-32 E; thence a distance of 81.38 ft. along a bearing of S 00-42-15 E; thence a distance of 112.58 ft. along a bearing of S 02-07-54 E; thence a distance of 222.84 ft. along a bearing of S 07-21-51 W; thence a distance of 218.04 ft. along a bearing of S 10-20-14 W; thence a distance of 672.30 ft. along a bearing of S 22-25-00 W; thence a distance of 384.09 ft. along a bearing of N 78-21-33 E; thence a distance of 249.27 ft. along a bearing of S 89-11-44 E; thence a distance of 121.88 ft. along a bearing of S 00-14-06 E; thence a distance of 527.79 ft. along a bearing of N 89-16-02 E; thence a distance of 1126.81 ft. along a bearing of N 00-34-08 W; thence a distance of 58.08 ft. along a bearing of N 88-31-12 E; thence a distance of 160.79 ft. along a bearing of N 69-54-10 E; thence a distance of 156.38 ft. along a bearing of N 00-26-06 W; thence a distance of 31.31 ft. along a bearing of N 89-18-50 E; thence a distance of 173.75 ft. along a bearing of N 00-24-44 W; thence a distance of 101.88 ft. along a bearing of N 00-25-18 W; thence a distance of 91.69 ft. along a bearing of N 89-17-49 E; thence a distance of 85.05 ft. along a bearing of N 33-14-47 E; thence a distance of 65.26 ft. along a bearing of N 86-15-58 E; thence a distance of 105.63 ft. along a bearing of N 00-22-23 W; thence a distance of 1089.28 ft. along a bearing of N

86-43-26 E; thence a distance of 827.96 ft. along a bearing of N 00-48-32 W; thence a distance of 434.19 ft. along a bearing of S 89-46-09 E; thence a distance of 648.81 ft. along a bearing of N 00-45-22 W; thence a distance of 228.66 ft. along a bearing of N 88-59-52 E; thence a distance of 809.97 ft. along a bearing of N 01-20-39 W; thence a distance of 94.50 ft. along a bearing of N 62-04-45 E; thence a distance of 71.92 ft. along a bearing of N 70-40-24 E; thence a distance of 220.32 ft. along a bearing of N 13-15-06 W; thence a distance of 176.51 ft. along a bearing of N 12-15-52 W; thence a distance of 56.46 ft. along a bearing of N 24-57-34 W; thence a distance of 148.43 ft. along a bearing of N 55-26-21 W; thence a distance of 123.10 ft. along a bearing of N 34-45-48 E; thence a distance of 670.91 ft. along a bearing of N 89-26-03 E; thence a distance of 141.77 ft. along a bearing of N 00-51-32 W; thence a distance of 373.67 ft. along a bearing of N 00-51-45 W; thence a distance of 611.75 ft. along a bearing of S 89-26-37 W; thence a distance of 579.58 ft. along a bearing of N 36-39-33 E; thence a distance of 263.07 ft. along a bearing of N 54-26-13 W to the POINT OF BEGINNING. Containing 213.130 acres more or less. The bearing structure shown herein is based on the North line of Lot 1, Block B, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida as being N 89-57-44 W (Assumed).

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A LEGAL DESCRIPTION
OF
THE NORTH
U.S. 17-92 CORRIDOR
SEMINOLE COUNTY, FLORIDA

Prepared by:

IVEY, HARRIS & WALLS, INC.
631 S. Orlando Avenue, Suite 200
Winter Park, Florida 32789
(407) 629-8880

PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATE

This description and the accompanying sketch has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal, for each of the eleven pages contained herein and the accompanying sketch, of a Florida licensed surveyor and mapper this legal description, and sketch or map is for informational purposes only and is not valid.

Henry D. Antes, PSM No. 4330 Date

DESCRIPTION

A tract of land being a development corridor in Seminole County, Florida, North of the City of Casselberry Florida, encompassing lands bounding the U.S. Highway 17-92 corridor being more particularly described as follows:

Begin at the Northeast corner of Lot 1, Block 3, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida; run thence a distance of 567.50 ft. along the north line of said Lot 1 on an assumed bearing of N 89-57-44 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 16.88 ft. along a bearing of S 00-00-00 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 65.51 ft. along a bearing of S 00-45-55 W; thence a distance of 267.00 ft. along a bearing of S 00-06-26 E; thence a distance of 66.25 ft. along a bearing of S 00-12-58 E; thence a distance of 260.50 ft. along a bearing of S 00-07-25 E; thence a distance of 69.00 ft. along a bearing of S 00-06-14 E; thence a distance of 264.88 ft. along a bearing of S 00-08-07 E; thence a distance of 69.38 ft. along a bearing of S 00-06-12 E; thence a distance of 259.50 ft. along a bearing of S 00-09-06 E; thence a distance of 90.86 ft. along a bearing of S 41-25-50 W; thence a distance of 293.00 ft. along a bearing of N 89-54-08 W; thence a distance of 140.25 ft. along a bearing of N 89-50-48 W; thence a distance of 275.38 ft. along a bearing of N 89-52-12 W; thence a distance of 76.25 ft.along a bearing of S 00-05-38 E; thence a distance of 363.44 ft. along a bearing of N 89-57-38 W; thence a distance of 68.72 ft. along a bearing of S 71-52-41 W; thence a distance of 28.63 ft. along a bearing of S 00-00-00 W; thence a distance of 131.25 ft. along a bearing of S 00-11-28 W; thence a distance of 181.88ft. along a bearing of S 55-50-25 E; thence a distance of 76.84 ft. along a bearing of S 51-56-13 E; thence a distance of 81.38 ft. along a bearing of S 49-01-01 E; thence a distance of 149.43 ft. along a bearing of S 45-33-33 E; thence a distance of 118.28 ft. along a bearing of S 40-10-40 E; thence a distance of 112.13 ft. along a bearing of S 32-48-15 E; thence a distance of 141.09 ft. along a bearing of S 22-12-07 E; thence a distance of 105.96 ft. along a bearing of S 79-19-35 E; thence a distance of 43.65 ft. along a bearing of S 80-36-18 E; thence a distance of 46.63 ft. along a bearing of N 89-04-42 E; thence a distance of 89.94 ft. along a bearing of S 89-17-00 E; thence a distance of 108.06 ft. along a bearing of S 90-00-00 E; thence a distance of 20.19 ft. along a bearing of S 90-00-00 E; thence a distance of 113.50 ft. along a bearing of S 89-56-13 E; thence a distance of 64.88 ft. along a bearing of S 00-49-40 E; thence a distance of 267.25 ft. along a bearing of S 00-08-02 E; thence a distance of 63.02 ft. along a bearing of S 01-15-01 W; thence a distance of 258.75 ft. along a bearing of S 00-19-56 E; thence a distance of 65.88 ft. along a bearing of S 00-55-27 E; thence a distance of 250.13 ft. along a bearing of N 89-58-17 W; thence a distance of 86.59 ft. along a bearing of N 8 -35-37 W; thence a distance of 152.88 ft. along a bearing of N 90-00-00 W; thence a distance of 57.45 ft. along a bearing of S 88-45-12 W; thence a distance of 48.88 ft. along a bearing of N 90-00-00 W; thence a distance of 464.50 ft. along a bearing of S 00-07-24 E; thence a distance of 46.81 ft. along a bearing of S 89-50-49 W; thence a distance of 141.89 ft. along a bearing of S 00-45-26 E; thence a distance of 283.86 ft. along a bearing of S 79-06-38 W; thence a distance of 111.64 ft. along a bearing of S 00-53-53 E; thence a distance of 189.25 ft. along a bearing of N 89-57-44 E; thence a distance of 219.50 ft. along a bearing of S

1422.75ft. along a bearing of S 00-03-19 E; thence a distance of 1019.99 ft. along a bearing of S 89-43-35 E; thence a distance of 47.76 ft. along a bearing of S 00-16-25 W; thence a distance of 601.38 ft. along a bearing of S 00-01-04 W; thence a distance of 61.93 ft. along a bearing of S 12-21-12 W; thence a distance of 611.13 ft. along a bearing of S 00-06-20 W; thence a distance of 60.47 ft. along a bearing of S 22-09-52 W; thence a distance of 608.75 ft. along a bearing of S 00-12-21 W; thence a distance of 64.48 ft. along a bearing of S 26-39-52 E; thence a distance of 607.51 ft. along a bearing of S 00-16-16 W; thence a distance of 53.39 ft. along a bearing of S 01-08-25 W; thence a distance of 605.43 ft. along a bearing of S 00-47-12 W; thence a distance of 93.30 ft. along a bearing of S 20-45-13 W; thence a distance of 253.64 ft. along a bearing of S 00-31-21 E; thence a distance of 173.62 ft. along a bearing of S 64-46-21 E; thence a distance of 30.86 ft. along a bearing of S 26-58-49 E; thence a distance of 84.59 ft. along a bearing of S 64-26-18 E; thence a distance of 209.68 ft. along a bearing of S 47-11-11 W; thence a distance of along a curve having a Curve Length of 89.54, a Radius of 142.78, and a Delta of 35-55-54; thence a distance of 503.25 ft. along a bearing of S 01-18-08 W; thence a distance of 98.38 ft. along a bearing of S 00-15-17 W; thence a distance of 401.42 ft. along a bearing of S 09-05-34 W; thence a distance of 377.14 ft. along a bearing of S 00-26-12 W; thence a distance of 123.63 ft. along a bearing of S 00-20-51 W; thence a distance of 123.14 ft. along a bearing of S 00-54-06 W; thence a distance of 251.77 ft. along a bearing of S 89-20-45 W; thence a distance of 97.65 ft. along a bearing of S 38-25-30 W; thence a distance of 252.10 ft. along a bearing of S 89-00-20 W; thence a distance of 126.88 ft. along a bearing of S 00-03-23 E; thence a distance of 59.63 ft. along a bearing of S 00-57-39 W; thence a distance of 40.00 ft. along a bearing of S 00-05-22 W; thence a distance of 24.70 ft. along a bearing of S 21-22-14 E; thence a distance of 69.64 ft. along a bearing of S 01-17-08 E; thence a distance of 245.98 ft. along a bearing of S 88-58-51 W; thence a distance of 207.52 ft. along a bearing of S 85-55-27 W; thence a distance of 81.05 ft. along a bearing of S 67-02-00 W; thence a distance of 47.04 ft. along a bearing of S 49-34-49 W; thence a distance of 21.54 ft. along a bearing of S 35-40-23 W; thence a distance of 66.79 ft. along a bearing of S 20-01-44 W; thence a distance of 62.16 ft. along a bearing of S 01-57-33 E; thence a distance of 128.53 ft. along a bearing of S 62-36-45 E; thence a distance of 75.46 ft. along a bearing of S 19-48-02 W; thence a distance of 11.14 ft. along a bearing of S 80-57-38 W; thence a distance of 21.96 ft. along a bearing of S 28-45-13 W; thence a distance of 339.41 ft. along a bearing of S 30-01-16 E; thence a distance of 170.45 ft. along a bearing of S 10-54-22 E; thence a distance of 81.01 ft. along a bearing of S 67-47-17 W; thence a distance of 82.24 ft. along a bearing of S 58-10-12 W; thence a distance of 70.71 ft. along a bearing of S 47-06-47 W; thence a distance of 128.58 ft. along a bearing of S 32-33-16 W; thence a distance of 125.86 ft. along a bearing of S 30-53-44 W; thence a distance of 99.28 ft. along a bearing of S 30-49-40 W; thence a distance of 98.38 ft. along a bearing of S 30-48-05 W; thence a distance of 114.00 ft. along a bearing of S 64-32-41 W; thence a distance of 201.92 ft. along a bearing of S 64-47-29W; thence a distance of 291.16 ft. along a bearing of S 65-10-24 W; thence a distance of 148.40 ft. along a bearing of S 65-24-37 W; thence a distance of 138.74 ft. along a bearing of S 65-37-43 W; thence a distance of 60.29 ft. along a bearing of S 54-21-56 W; thence a distance of 58.56 ft. along a bearing of S 26-33-54 W; thence a distance of 206.63 ft. along a bearing of S 00-08-19 W; thence a distance of 523.08 ft. along a bearing of S 00-58-44 E; thence a distance of 451.79 ft. along a bearing of S 00-45-11 E; thence a distance of 42.32 ft. along a bearing of S 89-19-23 W; thence a distance of

674.64 ft. along a bearing of N 00-22-18 W; thence a distance of 634.97 ft. along a bearing of S 88-29-18 W; thence a distance of 654.13 ft. along a bearing of N 00-13-08 W; thence a distance of 345.50 ft. along a bearing of S 89-48-48 W; thence a distance of 880.75 ft. along a bearing of S 00-02-56 E; thence a distance of along a curve having a Curve Length of 232.37, a Radius of 533.89, and a Delta of 24-56-13; thence a distance of 312.78 ft. along a bearing of S 31-47-04 E; thence a distance of 86.50 ft. along a bearing of S 89-50-04 W; thence a distance of 491.44 ft. along a bearing of S 89-53-53 W; thence a distance of 1884.58 ft. along a bearing of S 01-25-10 E; thence a distance of 246.60 ft. along a bearing of S 24-22-10 W; thence a distance of 148.58 ft. along a bearing of S 25-02-04 W; thence a distance of 202.29 ft. along a bearing of S 25-28-21 W; thence a distance of 137.64 ft. along a bearing of S 25-43-38 W; thence a distance of 209.35 ft. along a bearing of N 63-42-10 W; thence a distance of 762.05 ft. along a bearing of S 26-37-26 W; thence a distance of 106.07 ft. along a bearing of N 62-15-26 W; thence a distance of 131.50 ft. along a bearing of S 25-41-17 W; thence a distance of 302.29 ft. along a bearing of S 26-27-33 W; thence a distance of 691.00 ft. along a bearing of N 78-44-02 W; thence a distance of 34.03 ft. along a bearing of S 31-33-33 E; thence a distance of along a curve having a Curve Length of 668.49, a Radius of 729.38, and a Delta of 52-30-45; thence a distance of 131.05 ft. along a bearing of S 19-42-19 W; thence a distance of 211.38 ft. along a bearing of S 65-23-51 E; thence a distance of 240.38 ft. along a bearing of S 24-59-33 W; thence a distance of 285.10 ft. along a bearing of S 23-54-46 W; thence a distance of 96.12 ft. along a bearing of S 4-50-04 E; thence a distance of 114.85 ft. along a bearing of S 08-23-09 W; thence a distance of 139.80 ft. along a bearing of S 67-39-57 E; thence a distance of 88.20 ft. along a bearing of S 04-55-07 W; thence a distance of 868.10 ft. along a bearing of S 15-35-57 W; thence a distance of 97.55 ft. along a bearing of S 31-41-39 E; thence a distance of 134.50 ft. along a bearing of S 31-32-54 E; thence a distance of 539.21 ft. along a bearing of S 18-14-15 E; thence a distance of 38.61 ft. along a bearing of S 25-24-13 W; thence a distance of 263.00 ft. along a bearing of S 83-45-06 W; thence a distance of 681.42 ft. along a bearing of S 26-46-19 W; thence a distance of 63.53 ft. along a bearing of S 26-58-06 W; thence a distance of 737.38 ft. along a bearing of N 89-55-20 W; thence a distance of 323.26 ft. along a bearing of S 78-45-42 E; thence a distance of 989.44 ft. along a bearing of N 89-52-11 W; thence a distance of 779.00 ft. along a bearing of S 40-23-56 W; thence a distance of 1172.88 ft. along a bearing of S 88-48-11 W; thence a distance of 393.63 ft. along a bearing of S 00-20-12 W; thence a distance of 136.89 ft. along a bearing of S 88-03-50 W; thence a distance of 2271.40 ft. along a bearing of S 00-39-55 W; thence a distance of 1287.47 ft. along a bearing of S 89-34-58 W; thence a distance of 1269.67 ft. along a bearing of S 00-28-26 E; thence a distance of 52.94 ft. along a bearing of S 15-32-45 E; thence a distance of 484.44 ft. along a bearing of S 00-45-47 E; thence a distance of 92.52 ft. along a bearing of S 89-14-13 W; thence a distance of 87.88 ft. along a bearing of S 89-35-33 W; thence a distance of 60.28 ft. along a bearing of S 40-04-46 W; thence a distance of 213.05 ft. along a bearing of S 40-05-07 W; thence a distance of 633.46 ft. along a bearing of S 40-08-29 W; thence a distance of 120.16 ft. along a bearing of S 40-07-34 W; thence a distance of 491.26 ft. along a bearing of S 89-34-38 W; thence a distance of 41.92 ft. along a bearing of S 32-27-29 W; thence a distance of 169.51 ft. along a bearing of S 00-44-22 E; thence a distance of 222.64 ft. along a bearing of S 00-44-24 E; thence a distance of 43.18 ft. along a bearing of S 58-00-44 W; thence a distance of 36.88 ft. along a bearing of S 89-48-21 E; thence a distance of 153.51 ft. along a bearing of S 00-37-47 E; thence a distance of 104.26 ft. along a bearing of S

00-57-42 E; thence a distance of 199.90 ft. along a bearing of S 00-58-03 E; thence a distance of 48.72 ft. along a bearing of S 72-22-43 W; thence a distance of 61.96 ft. along a bearing of N 88-36-46 W; thence a distance of 31.84 ft. along a bearing of S 78-54-38 W; thence a distance of 273.27 ft. along a bearing of S 73-34-46 W; thence a distance of 62.30 ft. along a bearing of S 73-33-54 W; thence a distance of 115.30 ft. along a bearing of S 07-43-34 W; thence a distance of 156.94 ft. along a bearing of S 73-51-37 W; thence a distance of 25.70 ft. along a bearing of S 72-26-47 W; thence a distance of 170.55 ft. along a bearing of S 71-59-00 W; thence a distance of 130.01 ft. along a bearing of S 18-54-19 E; thence a distance of 53.50 ft. along a bearing of S 89-19-50 W; thence a distance of 109.25 ft. along a bearing of S 00-21-38 E; thence a distance of 218.88 ft. along a bearing of S 00-28-28 E; thence a distance of 100.76 ft. along a bearing of S 00-38-23 E; thence a distance of 92.04 ft. along a bearing of S 01-47-24 E; thence a distance of 76.07 ft. along a bearing of N 88-57-52 E; thence a distance of 146.33 ft. along a bearing of N 89-07-08 E; thence a distance of 79.14 ft. along a bearing of S 40-00-09 W; thence a distance of 124.45 ft. along a bearing of S 39-31-05 W; thence a distance of 783.67 ft. along a bearing of S 88-26-13 W; thence a distance of 153.84 ft. along a bearing of S 72-41-55 W; thence a distance of 1481.62 ft. along a bearing of S 40-23-46 W; thence a distance of 134.27 ft. along a bearing of S 01-04-01 E; thence a distance of 333.75 ft. along a bearing of S 00-17-23 E; thence a distance of 324.26 ft. along a bearing of S 00-31-09 E; thence a distance of 227.52 ft. along a bearing of S 00-48-10 E; thence a distance of 64.27 ft. along a bearing of S 40-39-42 W; thence a distance of 484.76 ft. along a bearing of S 41-28-00 W;thence a distance of 85.70 ft. along a bearing of S 43-02-58 W; thence a distance of 1575.32 ft. along a bearing of S89-53-11 W; thence a distance of 615.20 ft. along a bearing of S 00-53-26 E; thence a distance of 672.94 ft. along a bearing of N 89-58-05 E; thence a distance of 412.36 ft. along a bearing of S 01-20-46 E; thence a distance of 41.21 ft. along a bearing of S 39-20-18 W; thence a distance of 777.47 ft. along a bearing of S 85-39-59 W; thence a distance of 538.79 ft. along a bearing of S 38-00-47 W; thence a distance of 679.59 ft. along a bearing of S 37-53-02 W; thence a distance of 111.15 ft. along a bearing of N 64-33-32 W; thence a distance of 184.90 ft. along a bearing of S05-39-52 W; thence a distance of 264.62 ft. along a bearing of S 05-34-14 W; thence a distance of 56.94 ft. along a bearing of S 04-39-33 W; thence a distance of 265.90 ft. along a bearing of S 04-42-20 W; thence a distance of 240.12 ft. along a bearing of S 04-06-17 W; thence a distance of 119.80 ft. along a bearing of S 04-02-20 W; thence a distance of 106.99 ft. along a bearing of S 03-51-07 W; thence a distance of 122.36 ft. along a bearing of S 04-25-24 W; thence a distance of 356.09 ft. along a bearing of S 04-29-23 W; thence a distance of 116.82 ft. along a bearing of S 05-00-11 W; thence a distance of 120.20 ft. along a bearing of S 04-58-53 W; thence a distance of 115.15 ft. along a bearing of S 04-47-41 W; thence a distance of 119.79 ft. along a bearing of S 04-47-18 W; thence a distance of 282.26 ft. along a bearing of S 04-50-22 W; thence a distance of 777.75 ft. along a bearing of S 77-17-22 W; thence a distance of 646.50 ft. along a bearing of S 00-11-38 E; thence a distance of 415.81 ft. along a bearing of S 89-48-38 E; thence a distance of 327.26 ft. along a bearing of S 00-26-16 E; thence a distance of 289.06 ft. along a bearing of S 82-16-16 W; thence a distance of 32.13 ft. along a bearing of S 00-33-26 E; thence a distance of 79.38 ft. along a bearing of S 00-27-04 E; thence a distance of 71.50 ft. along a bearing of S 00-27-03 E; thence a distance of 124.44 ft. along a bearing of N 83-25-29 E; thence a distance of 64.38 ft. along a bearing of S 00-26-42 E; thence a distance of 91.75 ft. along a bearing of S 00-25-46 E; thence a distance of

172.62 ft. along a bearing of N 83-28-19 E; thence a distance of 147.33 ft. along a bearing of N 83-28-19 E; thence a distance of 106.04 ft. along a bearing of S 04-13-31 W; thence a distance of 77.86 ft. along a bearing of S 04-27-57 W; thence a distance of 24.29 ft. along abearing of N 84-41-08 E; thence a distance of 103.76 ft. along a bearing of S 04-56-29 W; thence a distance of 117.30 ft.along a bearing of S 04-53-25 W; thence a distance of 146.19 ft. along a bearing of S 64-08-49 W; thence a distance of50.56 ft. along a bearing of S 82-28-15 W; thence a distance of 277.02 ft. along a bearing of S 82-27-18 W; thence a distance of 100.67 ft. along a bearing of S 82-30-32 W; thence a distance of 381.13 ft. along a bearing of S 00-21-59 E; thence a distance of 59.00 ft. along a bearing of S 00-25-29 E; thence a distance of 75.75 ft. along a bearing of S 00-28-22 E; thence a distance of 83.88 ft. along a bearing of S 00-23-03 E; thence a distance of 370.63 ft. along a bearing of S 00-12-10 E; thence a distance of 80.63 ft. along a bearing of S 00-21-19 E; thence a distance of 473.47 ft. along a bearing of S 77-55-50 E; thence a distance of 141.08 ft. along a bearing of S 05-43-15 W; thence a distance of 449.36 ft. along a bearing of N 83-54-00 W; thence a distance of 469.15 ft. along a bearing of S 00-37-33 E; thence a distance of 342.25 ft. along a bearing of S 00-00-38 E; thence a distance of 127.04 ft. along a bearing of S 53-53-08 E; thence a distance of 63.69 ft. along a bearing of S 57-52-10 W; thence a distance of 104.76 ft. along a bearing of S 00-57-26 E; thence a distance of 78.26 ft. along a bearing of S 00-46-41 E; thence a distance of 76.76 ft. along a bearing of S 00-50-23 E; thence a distance of 84.51 ft. along a bearing of . 00-50-51 E; thence a distance of 73.63 ft. along a bearing of S 00-52-32 E; thence a distance of 530.81 ft. along a bearing of S 00-51-00 E; thence a distance of 400.79 ft. along a bearing of S 00-51-28 E; thence a distance of 316.28 ft. along a bearing of S 00-50-57 E; thence a distance of 234.47 ft. along a bearing of S 04-38-06 W; thence a distance of 32.97 ft. along a bearing of S 27-17-24 W; thence a distance of 471.75 ft. along a bearing of S 26-29-01 W; thence a distance of 43.41 ft. along a bearing of S 17-04-42 W; thence a distance of 127.63 ft. along a bearing of S 06-43-17 W; thence a distance of 46.50 ft. along a bearing of S 00-46-12 E; thence a distance of 754.50 ft. along a bearing of S 89-49-45 W; thence a distance of 313.06 ft. along a bearing of S 63-56-47 W; thence a distance of 676.64 ft. along a bearing of S 00-25-24 E; thence a distance of 510.72 ft. along a bearing of S 01-06-28 E; thence a distance of 683.25 ft. along a bearing of N 89-54-58 W; thence a distance of 323.63 ft. along a bearing of S 00-05-19 E; thence a distance of 278.27 ft.along a bearing of S 00-42-28 E; thence a distance of 216.14 ft. along a bearing of S 00-41-45 E; thence a distance of156.78 ft. along a bearing of N 72-01-38 W; thence a distance of 176.80 ft. along a bearing of N 79-07-09 W; thence a distance of 296.68 ft. along a bearing of N 86-29-51 W; thence a distance of 123.83 ft. along a bearing of S 09-51-08 E; thence a distance of 506.16 ft. along a bearing of S 00-41-36 W; thence a distance of 459.97 ft. along a bearing of N 89-18-54 E; thence a distance of 159.78 ft. along a bearing of N 01-05-54 E; thence a distance of 361.60 ft. along a bearing of N 89-07-43 E; thence a distance of 80.37 ft. along a bearing of N 15-42-02 E; thence a distance of 228.55 ft. along a bearing of S 47-22-58 E; thence a distance of 209.04 ft. along a bearing of S 82-14-00 E; thence a distance of 272.83 ft. along a bearing of S 26-48-42 E; thence a distance of 370.38 ft. along a bearing of N 89-44-55 E; thence a distance of 20.06 ft. along a bearing of N 36-30-47 W; thence a distance of 40.69 ft. along a bearing of N 54-30-12 W; thence a distance of 26.74 ft. along a bearing of N 36-55-24 W; thence a distance of 20.92 ft. along a bearing of N 24-43-38 W; thence a distance of 19.10 ft. along a bearing of N 17-07-49 W; thence a distance of 99.11 ft. along a bearing of N 08-05-03 W; thence

a distance of 148.74 ft. along a bearing of N 14-30-12 E; thence a distance of 106.86 ft. along a bearing of N 35-22-55 W; thence a distance of 394.64 ft. along a bearing of N 01-30-23 W; thence a distance of 114.26 ft. along a bearing of N 40-24-27 E; thence a distance of 24.46 ft. along a bearing of N 85-18-34 E; thence a distance of 19.44 ft. along a bearing of N 88-53-41 E; thence a distance of 30.67 ft. along a bearing of S 79-11-38 E; thence a distance of 26.75 ft. along a bearing of N 89-11-49 E; thence a distance of 100.30 ft. along a bearing of S 82-28-51 E; thence a distance of 43.28 ft. along a bearing of S 88-00-49 E; thence a distance of 38.35 ft. along a bearing of N 76-37-14 E; thence a distance of 27.39 ft. along a bearing of N 85-48-43 E; thence a distance of 27.47 ft. along a bearing of N 87-23-29 E; thence a distance of 26.88 ft. along a bearing of N 88-56-03 E; thence a distance of 81.54 ft. along a bearing of S 84-11-36 E; thence a distance of 48.75 ft. along a bearing of S 72-32-27 E; thence a distance of 30.11 ft. along a bearing of S 79-42-59 E; thence a distance of 20.86 ft. along a bearing of S 74-42-53 E; thence a distance of 194.78 ft. along a bearing of N 00-59-34 W; thence a distance of 26.11 ft. along a bearing of N 17-41-52 E; thence a distance of 94.64 ft. along a bearing of N 04-16-47 E; thence a distance of 79.65 ft. along a bearing of S 77-40-34 E; thence a distance of 20.53 ft. along a bearing of N 03-08-28 E; thence a distance of 75.81 ft. along a bearing of S 77-54-43 E; thence a distance of 186.70 ft. along a bearing of N 02-38-52 E; thence a distance of 226.63 ft. along a bearing of S 80-05-27 E; thence a distance of 106.97 ft. along a bearing of S 88-39-39 E; thence a distance of 101.86 ft. along a bearing of N 02-38-16 W; thence a distance of 209.58 ft. along a bearing of N 02-31-47 W; thence a distance of 160.90 ft. along a bearing of N 02-29-36 W; thence a distance of 63.88 ft. along a bearing of N 20-23-08 W; thence a distance of 64.13 ft. along a bearing of N 50-15-32 W; thence a distance of 49.69 ft. along a bearing of N 36-52-12 E; thence a distance of 159.81 ft. along a bearing of N 39-44-53 E; thence a distance of 113.08 ft. along a bearing of N 34-46-45 E; thence a distance of 126.36 ft. along a bearing of N 30-10-00 E; thence a distance of 42.32 ft. along a bearing of N 31-43-06 E; thence a distance of 76.85 ft. along a bearing of S 66-18-43 E; thence a distance of 190.41 ft. along a bearing of N 82-25-04 E; thence a distance of 147.81 ft. along a bearing of N 82-22-12 E; thence a distance of 78.07 ft. along a bearing of N 82-21-47 E; thence a distance of 154.35 ft. along a bearing of N 07-56-11 W; thence a distance of 69.05 ft. along a bearing of N 83-39-35 E; thence a distance of 202.05 ft. along a bearing of N 01-19-46 E; thence a distance of 102.27 ft. along a bearing of N 01-03-02 E; thence a distance of 157.90 ft. along a bearing of N 01-02-36 E; thence a distance of 50.38 ft. along a bearing of N 00-59-42 E; thence a distance of 88.26 ft. along a bearing of N 01-03-18 E; thence a distance of 75.00 ft. along a bearing of S 82-14-29 W; thence a distance of 113.79 ft. along a bearing of S 82-14-05 W; thence a distance of 14.86 ft. along a bearing of N 79-49-28 W; thence a distance of 148.50 ft. along a bearing of N 12-14-47 E; thence a distance of 79.40 ft. along a bearing of N 38-13-23 E; thence a distance of 96.38 ft. along a bearing of N 82-14-54 E; thence a distance of 418.22 ft. along a bearing of N 82-10-00 E; thence a distance of 316.90 ft. along a bearing of N 00-39-20 W; thence a distance of 202.51 ft. along a bearing of N 00-39-15 W; thence a distance of 72.00 ft. along a bearing of N 89-30-10 E; thence a distance of 42.55 ft. along a bearing of N 02-46-42 W; thence a distance of 98.13 ft. along a bearing of N 00-32-51 W; thence a distance of 103.38 ft. along a bearing of N 00-45-43 W; thence a distance of 56.76 ft. along a bearing of N 01-11-55 W; thence a distance of 55.69 ft. along a bearing of S 89-52-17 W; thence a distance of 170.47 ft. along a bearing of N 05-15-33 E; thence a distance of 35.88 ft. along a bearing of N

89-48-01 E; thence a distance of 110.60 ft. along a bearing of N 03-37-44 E; thence a distance of 225.71 ft. along a bearing of N 03-39-06 E; thence a distance of 75.56 ft. along a bearing of N 89-48-38 E; thence a distance of 87.13 ft. along a bearing of N 89-40-16 E; thence a distance of 150.06 ft. along a bearing of N 89-45-41 E; thence a distance of 1277.92 ft. along a bearing of N 89-31-45 E; thence a distance of 352.25 ft. along a bearing of N 10-15-04 W; thence a distance of 74.25 ft. along a bearing of N 24-37-25 W; thence a distance of 74.16 ft. along a bearing of N 52-23-46 W; thence a distance of 231.03 ft. along a bearing of N 61-42-31 W; thence a distance of 93.41 ft. along a bearing of N 46-19-42 W; thence a distance of 94.91 ft. along a bearing of N 21-48-05 W; thence a distance of 61.89 ft. along a bearing of N 03-52-46 W; thence a distance of 122.60 ft. along a bearing of N 48-29-33 E; thence a distance of 358.25 ft. along a bearing of N 04-31-58 E; thence a distance of 472.77 ft. along a bearing of N 88-34-33 W; thence a distance of 18.14 ft. along a bearing of N 11-55-46 W; thence a distance of 389.86 ft. along a bearing of N 04-04-21 E; thence a distance of 31.84 ft. along a bearing of N 32-00-19 E; thence a distance of 31.45 ft. along a bearing of N 03-59-18 W; thence a distance of 208.73 ft. along a bearing of N 20-12-53 W; thence a distance of 81.33 ft. along a bearing of N 10-21-36 W; thence a distance of 33.64 ft. along a bearing of N 01-35-49 W; thence a distance of 53.84 ft. along a bearing of N 05-07-41 E; thence a distance of 60.50 ft. along a bearing of N 13-48-24 E; thence a distance of 44.85 ft. along a bearing of N 21-24-57 E; thence a distance of 52.11 ft. along a bearing of N 24-17-25 E; thence a distance 73.99 ft. along a bearing of N 15-59-07 E; thence a distance of 82.03 ft. along a bearing of N 10-37-30 E; thence a distance of 142.38 ft. along a bearing of N 04-48-35 E; thence a distance of 39.46 ft. along a bearing of N 03-48-51 W; thence a distance of 35.51 ft. along a bearing of N 10-51-18 W; thence a distance of 50.22 ft. along a bearing of N 18-30-09 W; thence a distance of 259.17 ft. along a bearing of S 82-34-24 E; thence a distance of 169.29 ft. along a bearing of S 88-43-51 E; thence a distance of 204.27 ft. along a bearing of S 82-43-22 E; thence a distance of 317.19 ft. along a bearing of N 04-06-47 E; thence a distance of 799.84 ft. along a bearing of S 85-37-02 W; thence a distance of 74.85 ft. along a bearing of N 04-27-13 E; thence a distance of 75.72 ft. along a bearing of N 04-24-08 E; thence a distance of 71.46 ft. along a bearing of N 04-24-51 E; thence a distance of 75.85 ft. along a bearing of N 04-23-42 E; thence a distance of 80.87 ft. along a bearing of N 04-25-58 E; thence a distance of 67.42 ft. along a bearing of S 86-48-41 W; thence a distance of 92.72 ft. along a bearing of N 28-38-18 W; thence a distance of 226.59 ft. along a bearing of N 21-06-53 E; thence a distance of 202.99 ft. along a bearing of N 83-29-39 E; thence a distance of 75.08 ft. along a bearing of N 52-48-55 E; thence a distance of 74.33 ft. along a bearing of N 34-10-16 E; thence a distance of 40.91 ft. along a bearing of N 36-14-23 E; thence a distance of 31.42 ft. along a bearing of N 23-11-55 E; thence a distance of 34.94 ft. along a bearing of N 10-18-17 E; thence a distance of 41.95 ft. along a bearing of N 07-06-14 E; thence a distance of 21.79 ft. along a be aring of N 07-05-03 E; thence a distance of 83.84 ft. along a bearing of N 12-50-04 E; thence a distance of 41.29 ft. along a bearing of N 06-46-51 E; thence a distance of 45.88 ft. along a bearing of N 00-23-25 E; thence a distance of 44.67 ft. along a bearing of N 05-03-24 W; thence a distance of 62.52 ft. along a bearing of N 24-15-33 W; thence a distance of 30.87 ft. along a bearing of N 47-08-00 W; thence a distance of 31.03 ft. along a bearing of N 71-12-00 W; thence a distance of 31.12 ft. along a bearing of S 84-55-50 W; thence a distance of 42.27 ft. along a bearing of S 59-02-10 W; thence a distance of 27.92 ft. along a bearing of S 42-22-07 W; thence a distance of

51.02 ft. along a bearing of S 25-18-34 W; thence a distance of 26.23 ft. along a bearing of S 14-37-57 W; thence a distance of 72.11 ft. along a bearing of S 03-10-47 W; thence a distance of 50.20 ft. along a bearing of S 09-36-11 E; thence a distance of 179.18 ft. along a bearing of N 54-13-31 W thence a distance of 54.06 ft. along a bearing of N 72-30-28 W; thence a distance of 110.82 ft. along a bearing of N 02-00-14 E; thence a distance of 55.25 ft. along a bearing of N 12-48-36 E; thence a distance of 54.93 ft. along a bearing of N 29-53-26 E; thence a distance of 422.51 ft. along a bearing of N 75-10-20 E; thence a distance of 752.33 ft. along a bearing of N 05-23-46 E; thence a distance of 444.63 ft. along a bearing of N 83-16-03 E; thence a distance of 40.41 ft. along a bearing of N 05-03-29 E; thence a distance of 66.93 ft. along a bearing of S 83-01-39 W; thence a distance of 1024.01 ft. along a bearing of N 10-15-45 W; thence a distance of 212.80 ft. along a bearing of N 11-01-22 W; thence a distance of271.26 ft. along a bearing of N 64-09-19 W; thence a distance of 400.66 ft. along a bearing of N 24-29-10 E; thence a distance of 166.36 ft. along a bearing of N 07-39-52 W; thence a distance of 820.09 ft. along a bearing of N 85-36-42 E; thence a distance of 94.83 ft. along a bearing of N 50-27-20 W; thence a distance of 434.55 ft. along a bearing of N 00-54-23 W; thence a distance of 744.25 ft. along a bearing of S 89-50-11 W; thence a distance of 231.16 ft. along a bearing of N 01-00-25 W; thence a distance of 224.69 ft. along a bearing of N 89-46-37 E; thence a distance of 106.28 ft. along a bearing of N 01-18-51 W; thence a distance of 25.38 ft. along a bearing of N 01-16-12 W; thence a distance of 299.50 ft. along a bearing f S 89-45-39 E; thence a distance of 195.08 ft. along a bearing of N 01-35-50 W; thence a distance of 215.77 ft. along a bearing of S 89-14-12 E; thence a distance of 704.15 ft. along a bearing of N 02-13-23 W; thence a distance of 318.75 ft. along a bearing of S 89-54-36 E; thence a distance of 286.63 ft. along a bearing of S 89-48-00 E; thence a distance of 298.57 ft. along a bearing of S 89-45-36 E; thence a distance of 107.56 ft. along a bearing of S 89-40-01 E; thence a distance of 258.85 ft. along a bearing of S 01-34-38 E; thence a distance of 869.26 ft. along a bearing of N 86-09-57 E; thence a distance of 203.52 ft. along a bearing of N 00-45-24 W; thence a distance of 24.06 ft. along a bearing of N 85-49-46 E; thence a distance of 658.53 ft. along a bearing of N 00-33-36 W; thence a distance of 662.65 ft. along a bearing of N 00-26-55 W; thence a distance of 308.26 ft. along a bearing of N 89-27-56 E; thence a distance of 1313.63 ft. along a bearing of N 00-01-58 W; thence a distance of 329.96 ft. along a bearing of N 89-19-38 E; thence a distance of 632.54 ft. along a bearing of N 89-20-36 E; thence a distance of 658.13 ft. along a bearing of N 00-18-37 W; thence a distance of 159.49 ft. along a bearing of S 37-31-00 E; thence a distance of 650.03 ft. along a bearing of N 89-29-35 E; thence a distance of 538.27 ft. along a bearing of N 89-32-03 E; thence a distance of 73.73 ft. along a bearing of N 52-15-56 E; thence a distance of 758.54 ft. along a bearing of N 00-33-42 W; thence a distance of 469.43 ft. along a bearing of N 00-53-33 W; thence a distance of 185.39 ft. along a bearing of N 00-49-50 W; thence a distance of 111.39 ft. along a bearing of N 00-50-09 W; thence a distance of 173.38 ft. along a bearing of N 15-16-43 E; thence a distance of 102.05 ft. along a bearing of N 70-54-37 E; thence a distance of 159.05 ft. along a bearing of N 69-08-37 E; thence a distance of 175.94 ft. along a bearing of N 62-40-46 E; thence a distance of 49.79 ft. along a bearing of S 04-40-48 E; thence a distance of 256.37 ft. along a bearing of N 54-09-20 E; thence a distance of 175.80 ft. along a bearing of N 48-23-12 E; thence a distance of 65.13 ft. along a bearing of S 89-40-12 W; thence a distance of 31.45 ft. along a bearing of N49-55-03 E; thence a distance of 93.93 ft. along a bearing of N 49-48-14 E; thence a distance of 106.26 ft. along a bearing of N

52-27-22 E; thence a distance of 334.55 ft. along a bearing of N 49-28-40 E; thence a distance of 241.93 ft. along a bearing of N 37-13-52 E; thence a distance of 754.81 ft. along a bearing of N 00-44-07 W; thence a distance of 30.57 ft. along a bearing of N 12-16-29 W; thence a distance of 142.53 ft. along a bearing of N 88-47-38 E; thence a distance of 738.66 ft. along a bearing of N 40-50-54 E; thence a distance of 186.00 ft. along a bearing of N 00-19-38 W; thence a distance of 257.50 ft. along a bearing of N 00-18-21 W; thence a distance of 203.80 ft. along a bearing of N 39-20-15 E; thence a distance of 210.88 ft. along a bearing of N 40-38-57 E; thence a distance of 33.00 ft. along a bearing of N 89-33-57 E; thence a distance of 61.13 ft. along a bearing of N 89-38-55 E; thence a distance of 37.53 ft. along a bearing of S 46-25-01 E; thence a distance of 17.24 ft. along a bearing of S 44-42-22 W; thence a distance of 103.50 ft. along a bearing of S 44-51-12 E; thence a distance of 44.61 ft. along a bearing of S 39-05-10 E; thence a distance of 389.30 ft. along a bearing of S 35-44-12 E; thence a distance of 81.50 ft. along a bearing of N 00-21-05 W; thence a distance of 391.00 ft. along a bearing of S 90-00-00 E; thence a distance of 94.13 ft. along a bearing of S 44-56-46 E; thence a distance of 231.30 ft. along a bearing of N 70-45-08 E; thence a distance of 59.70 ft. along a bearing of N 88-40-49 W; thence a distance of 118.69 ft. along a bearing of N 75-40-16 E; thence a distance of 167.26 ft. along a bearing of N 82-36-53 E; thence a distance of 430.10 ft. along a bearing of N 89-16-02 E; thence a distance of 319.02 ft. along a bearing of N 00-38-23 W; thence a distance of 1216.00 ft. along a bearing of N 89-51-31 E; thence a distance of 126.80 ft. along a bearing of N 55-03-24 E; thence a distance of 273.10 ft. along a bearing of N 54-52-37 E; thence a distance of 8.23 ft. along a bearing of N 30-04-07 W; thence a distance of 570.45 ft. along a bearing of N 58-11-51 E; thence a distance of 8.23 ft. along a bearing of S 30-04-07 E;thence a distance of 157.38 ft. along a bearing of N 48-05-26 E; thence a distance of 717.76 ft. along a bearing of N 00-20-39 W; thence a distance of 796.13 ft. along a bearing of N 89-45-58 W; thence a distance of 419.64 ft. along abearing of N 00-24-04 W; thence a distance of 392.26 ft. along a bearing of N 00-24-06 W; thence a distance of 245.76 ft. along a bearing of N 00-22-44 W; thence a distance of 242.75 ft. along a bearing of N 00-19-28 W; thence a distance of 75.04 ft. along a bearing of N 75-14-04 W; thence a distance of 259.85 ft. along a bearing of N 10-21-02 E; thence a distance of 337.16 ft. along a bearing of N 10-03-07 W; thence a distance of 546.40 ft. along a bearing of N 31-53-52 E; thence a distance of 59.45 ft. along a bearing of N 10-14-05 W; thence a distance of 80.32 ft. along a bearing of S 89-06-30 E; thence a distance of 76.97 ft. along a bearing of N 12-59-53 E; thence a distance of 113.88 ft. along a bearing of N 00-13-12 W; thence a distance of 1015.57 ft. along a bearing of S 89-47-18 E; thence a distance of 14.94 ft. along a bearing of S 89-31-14 E; thence a distance of 523.89 ft. along a bearing of N 00-28-18 W; thence a distance of 96.13 ft. along a bearing of N 00-13-25 E; thence a distance of 69.88 ft. along a bearing of N 00-21-31 W; thence a distance of 66.63 ft. along a bearing of N 00-22-34 W; thence a distance of 67.63 ft. along a bearing of N 00-15-53 W; thence a distance of 76.63 ft. along a bearing of N 00-08-25 W; thence a distance of 71.63 ft. along a bearing of N 00-33-00 W; thence a distance of 74.88 ft. along a bearing of N 00-11-29 W; thence a distance of 81.50 ft. along a bearing of N 00-15-49 W; thence a distance of 100.38 ft. along a bearing of N 00-23-33 W; thence a distance of 146.68 ft. along a bearing of N 09-17-37 W; thence a distance of 578.00 ft. along a bearing of N 57-59-26 E; thence a distance of 80.87 ft. along a bearing of N 57-08-42 E; thence a distance of 124.27 ft. along a bearing of N 60-28-10 E; thence a distance of 62.27 ft. along a bearing of N 63-32-16 E; thence a distance of

120.45 ft. along a bearing of N 65-44-08 E; thence a distance of 130.81 ft. along a bearing of N 69-28-11 E; thence a distance of 47.61 ft. along a bearing of N 74-28-04 E; thence a distance of 68.59 ft. along a bearing of N 76-56-20 E; thence a distance of 68.60 ft. along a bearing of N 79-42-50 E; thence a distance of 45.68 ft. along a bearing of N 82-08-10 E; thence a distance of 71.75 ft. along a bearing of N 82-47-40 E; thence a distance of 90.26 ft. along a bearing of N 85-37-54 E; thence a distance of 135.16 ft. along a bearing of N 01-17-54 E; thence a distance of 1137.79 ft. along a bearing of N 01-18-00 E; thence a distance of 224.31 ft. along a bearing of N 01-17-36 E; thence a distance of 217 .68 ft. along a bearing of N 01-17-59 E; thence a distance of 111.15 ft. along a bearing of N 01-17-20 E; thence a distance of 325.75 ft. along a bearing of N 00-09-54 W; thence a distance of 125.55 ft. along a bearing of N 01-37-34 W; thence a distance of 181.01 ft. along a bearing of N 24-33-54 E; thence a distance of 254.67 ft. along a bearing of N 24-49-45 E; thence a distance of 86.67 ft. along a bearing of S 64-49-15 E; thence a distance of 379.21 ft. along a bearing of N 24-09-26 E; thence a distance of 13.63 ft. along a bearing of N 23-30-33 E; thence a distance of 119.63 ft. along a bearing of N 89-24-05 E; thence a distance of 188.95 ft. along a bearing of N 89-19-04 E; thence a distance of 58.88 ft. along a bearing of N 89-23-30 E; thence a distance of 669.92 ft. along a bearing of N 88-59-42 E; thence a distance of 331.88 ft. along a bearing of N 01-35-11 W; thence a distance of 87.91 ft. along a bearing of N 16-18-33 W; thence a distance of 173.85 ft. along a bearing of N 30-07-23 W; thence a distance of 86.27 ft. along a bearing of N 29-56-44 W; thence a distance of 84.24 ft. along a bearing of N 28-00-36 W; thence a distance of 27.44 ft. along a bearing of N 15-02-57 W; thence a distance of 68.11 ft. along a bearing of N 09-08-02 W; thence a distance of 58.23 ft. along a bearing of N 06-17-09 W; thence a distance of 170.12 ft. along a bearing of N 77-10-44 W; thence a distance of 83.37 ft. along a bearing of N 76-28-27 W; thence a distance of 8.75 ft. along a bearing of N 01-13-39 W; thence a distance of 76.45 ft. along a bearing of N 36-17-21 W; thence a distance of 240.57 ft. along a bearing of S 89-29-38 E; thence a distance of 82.21 ft. along a bearing of N 52-19-11 E; thence a distance of 124.15 ft. along a bearing of N 10-21-14 W; thence a distance of 447.38 ft. along a bearing of N 00-05-17 W; thence a distance of 422.88 ft. along a bearing of N 81-31-04 E; thence a distance of 614.21 ft. along a bearing of N 01-30-58 W; thence a distance of 55.26 ft. along a bearing of N 88-57-47 E; thence a distance of 211.65 ft. along a bearing of N 00-49-45 W; thence a distance of 311.42 ft. along a bearing of N 89-02-03 E; thence a distance of 492.69 ft. along a bearing of S 89-53-54 E; thence a distance of 359.38 ft. along a bearing of N 00-20-20 W; thence a distance of 149.07 ft. along a bearing of S 89-39-49 W; thence a distance of 293.28 ft. along a bearing of N 00-50-33 W; thence a distance of 532.15 ft. along a bearing of N 00-34-43 W; thence a distance of 151.06 ft. along a bearing of N 89-42-56 E; thence a distance of 97.13 ft. along a bearing of N 00-02-13 E; thence a distance of 70.00 ft. along a bearing of N 00-09-12 E; thence a distance of 427.76 ft. along a bearing of N 00-26-37 E; thence a distance of 126.39 ft. along a bearing of N 31-04-49 E; thence a distance of 593.03 ft. along a bearing of N 00-33-42 E; thence a distance of 255.33 ft. along a bearing of N 83-15-09 E; thence a distance of 598.01 ft. along a bearing of N 00-15-27 E; thence a distance of 332.30 ft. along a bearing of N 89-01-48 E; thence a distance of 1519.01 ft. along a bearing of N 00-13-09 W; thence a distance of 118.88 ft. along a bearing of N 00-37-57 W; thence a distance of 272.56 ft. along a bearing of N 90-00-00 W; thence a distance of 58.92 ft. along a bearing of S 87-41-24 W; thence a distance of 81.95 ft. along a bearing of N 16-04-17 E; thence a distance of 610.18 ft. along a bearing of N

00-47-32 E; thence a distance of 52.25 ft. along a bearing of N 00-28-47 E; thence a distance of 608.65 ft. along a bearing of N 00-28-57 E; thence a distance of 58.86 ft. along a bearing of N 09-46-57 E; thence a distance of 195.01 ft. along a bearing of N 14-06-59 E; thence a distance of 76.23 ft. along a bearing of N 21-20-52 E; thence a distance of 166.31 ft. along a bearing of N 36-06-12 E; thence a distance of 93.86 ft. along a bearing of N 18-45-39 W; thence a distance of 73.36 ft. along a bearing of N 74-29-01 W; thence a distance of 63.14 ft. along a bearing of N 69-36-36 W; thence a distance of 201.56 ft. along a bearing of N 59-16-04 W; thence a distance of 141.28 ft. along a bearing of N 02-41-16 W; thence a distance of 206.88 ft. along a bearing of N 00-04-09 E; thence a distance of 101.00 ft. along a bearing of N 00-02-08 W; thence a distance of 97.50 ft. along a bearing of N 00-04-24 W; thence a distance of 44.44 ft. along a bearing of S 89-50-20 E; thence a distance of 102.38 ft. along a bearing of N 00-02-06 W; thence a distance of 54.04 ft. along a bearing of N 07-06-31 W; thence a distance of 125.63 ft. along a bearing of N 00-03-25 E; thence a distance of 189.50 ft. along a bearing of N 00-05-40 E; thence a distance of 52.22 ft. along a bearing of N 11-44-25 W; thence a distance of 138.88 ft. along a bearing of N 00-03-06 W; thence a distance of 30.02 ft. along a bearing of N 71-18-04 E; thence a distance of 115.00 ft. along a bearing of N 00-03-44 W; thence a distance of 120.50 ft. along a bearing of N 62-02-22 E; thence a distance of 60.88 ft. along a bearing of S 89-45-53 E; thence a distance of 267.38 ft. along a bearing of S 89-[illegible]-32 E; thence a distance of 945.40 ft. along a bearing of N 00-27-16 W; thence a distance of 62.26 ft. along a bearing of N 01-09-01 W; thence a distance of 206.88 ft. along a bearing of N 00-04-09 W; thence a distance of 58.75 ft. along a bearing of N 00-07-19 W; thence a distance of 68.00 ft. along a bearing of N 00-18-57 W; thence a distance of 140.38 ft. along a bearing of N 00-24-29 W; thence a distance of 71.02 ft. along a bearing of N 11-22-09 W; thence a distance of 179.38 ft. along a bearing of N 00-04-47 E; thence a distance of 70.50 ft. along a bearing of N 00-00-00 E; thence a distance of 247.91 ft. along a bearing of N 00-53-44 W; thence a distance of 245.88 ft. along a bearing of S 89-58-15 W; thence a distance of 73.13 ft. along a bearing of N 00-08-49 W; thence a distance of 267.25 ft. along a bearing of N 00-07-14 W; thence a distance of 65.13 ft. along a bearing of N 00-09-54 W; thence a distance of 324.25 ft. along a bearing of N 00-07-17 W; thence a distance of 245.75 ft. along a bearing of S 90-00-00 E; thence a distance of 328.63 ft. along a bearing of N 00-08-30 W; thence a distance of 325.50 ft. along a bearing of N 00-12-32 W; thence a distance of 245.75 ft. along a bearing of S 89-58-15 W; thence a distance of 80.56 ft. along a bearing of N 90-00-00 W; thence a distance of 265.25 ft. along a bearing of N 00-08-06 W; thence a distance of 63.03 ft. along a bearing of N 01-45-41 W; thence a distance of 591.88 ft. along a bearing of N 00-10-10 W; thence a distance of 57.77 ft. along a bearing of N 05-31-32 E; thence a distance of 265.75 ft. along a bearing of N 00-04-51 E; thence a distance of 68.00 ft. along a bearing of N 00-06-19 W; thence a distance of 260.63 ft. along a bearing of N 00-22-16 W; thence a distance of 67.26 ft. along a bearing of N 01-00-42 W; thence a distance of 265.88 ft. along a bearing of N 00-08-05 W; thence a distance of 65.50 ft. along a bearing of N 00-09-50 W; thence a distance of 251.13 ft. along a bearing of N 00-07-42 W to the POINT OF BEGINNING. Containing 1,948.045 acres more or less. the bearing structure shown herein is based on the North line of Lot 1, Block B, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida as being N 89-57-44 W (Assumed).

RESOLUTION NO 97-R-130

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 24TH DAY OF JUNE, 1997

WHEREAS, the Board of County Commissioners, Seminole County, Florida, based upon evidence submitted in the public record, adopted Resolution 97-R-120, finding the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Area ('the Area"), and determines that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and

WHEREAS, the Board of County Commissioners commissioned a study that confirmed the findings of blight within the Area; and

WHEREAS, these conditions endanger life and property and substantially impair or arrest the sound growth of the Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and

WHEREAS, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Area; and

WHEREAS, the Board of County Commissioners desires to proceed under Part III, Chapter 163, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Area; and

WHEREAS, the provisions of this Resolution are consistent with the goals, policies, and objectives of the Seminole County Comprehensive Plan;

WHEREAS, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA:

Section One. The Board of County Commissioners does hereby expressly create a Community Redevelopment Agency, pursuant to Section 163.357, Florida Statutes, to be named the United States Highway 17-92 Corridor Redevelopment Agency, which shall be a public body, corporate and politic, and constitute a public instrumentality.

Section Two. The Board of County Commissioners does hereby expressly authorize the Community Redevelopment Agency to exercise all powers conferred by Part III, Chapter 163, Florida Statutes, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the boundaries of the United States Highway 17-92 Corridor Community Redevelopment Area, more particularly described in Exhibit A, attached hereto.

Section Three. The Board of County Commissioners of Seminole County, Florida, shall serve as the Board of Commissioners of the United States Highway 17-92 Corridor Redevelopment Agency.

Section Four. This resolution shall take effect immediately upon its passage.

ADOPTED THIS 24 day of June, 1997

ATTEST:

MARYANNE MORSE
CLERK OF THE COURT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY: _____
GRANT MALOY, VICE CHAIRMAN

BK 2311 PG 0064

A LEGAL DESCRIPTION
OF
THE SOUTH
U.S. 17-92 CORRIDOR
SEMINOLE COUNTY, FLORIDA

Prepared by:

IVEY, HARRIS & WALLS, INC.
631 S. Orlando Avenue, Suite 200
Winter Park, Florida 32789
(407) 629-8880

PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATE

This description and the accompanying sketch has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal, for each of the eight pages contained herein and the accompanying sketch, of a Florida licensed surveyor and mapper this legal description, and sketch or map is for informational purposes only and is not valid.

Henry D. Antes, PSM No. 4330 — Date

DESCRIPTION

A tract of land being a development corridor in Seminole County, Florida, South of the City of Casselberry Florida, encompassing lands bounding the U S. Highway 17-92 corridor being more particularly described as follows:

Commence at the Northeast corner of Lot 1, Block 3, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida; run thence a distance of 567.50 ft. along the north line of said Lot 1 on an assumed bearing of N 89-57-44 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 16.88 ft. along a bearing of S 00-00-00 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 65.51 ft. along a bearing of S 00-45-55 W; thence a distance of 267.00 ft. along a bearing of S 00-06-26 E; thence a distance of 66.25 ft. along a bearing of S 00-12-58 E; thence a distance of 260.50 ft. along a bearing of S 00-07-25 E; thence a distance of 69.00 ft. along a bearing of S 00-06-14 E; thence a distance of 264.88 ft. along a bearing of S 00-08-07 E; thence a distance of 69.38 ft. along a bearing of S 00-06-12 E; thence a distance of 259.50 ft. along a bearing of S 00-09-06 E; thence a distance of 90.86 ft. along a bearing of S 41-25-50 W; thence a distance of 293.00 ft. along a bearing of N 89-54-08 W; thence a distance of 140.25 ft. along a bearing of N 89-50-48 W; thence a distance of 275.38 ft. along a bearing of N 89-52-12 W; thence a distance of 76.25 ft.along a bearing of S 00-05-38 E; thence a distance of 363.44 ft. along a bearing of N 89-57-38 W; thence a distance of 68.72 ft. along a bearing of S 71-52-41 W; thence a distance of 28.63 ft. along a bearing of S 00-00-00 W; thence a distance of 131.25 ft. along a bearing of S 00-11-28 W; thence a distance of 181.88ft. along a bearing of S 55-50-25 E; thence a distance of 76.84 ft. along a bearing of S 51-56-13 E; thence a distance of 81.38 ft. along a bearing of S 49-01-01 E; thence a distance of 149.43 ft. along a bearing of S 45-33-33 E; thence a distance of 118.28 ft. along a bearing of S 40-10-40 E; thence a distance of 112.13 ft. along a bearing of S 32-48-15 E; thence a distance of 141.09 ft. along a bearing of S 22-12-07 E; thence a distance of 105.96 ft. along a bearing of S 79-19-35 E; thence a distance of 43.65 ft. along a bearing of S 80-36-18 E; thence a distance of 46.63 ft. along a bearing of N 89-04-42 E; thence a distance of 89.94 ft. along a bearing of S 89-17-00 E; thence a distance of 108.06 ft. along a bearing of S 90-00-00 E; thence a distance of 20.19 ft. along a bearing of S 90-00-00 E; thence a distance of 113.50 ft. along a bearing of S 89-56-13 E; thence a distance of 64.88 ft. along a bearing of S 00-49-40 E; thence a distance of 267.25 ft. along a bearing of S 00-08-02 E; thence a distance of 63.02 ft. along a bearing of S 01-15-01 W; thence a distance of 258.75 ft. along a bearing of S 00-19-56 E; thence a distance of 65.88 ft. along a bearing of S 00-55-27 E; thence a distance of 250.13 ft. along a bearing of N 89-58-17 W; thence a distance of 86.59 ft. along a bearing of N 8 -35-37 W; thence a distance of 152.88 ft. along a bearing of N 90-00-00 W; thence a distance of 57.45 ft. along a bearing of S 88-45-12 W; thence a distance of 48.88 ft. along a bearing of N 90-00-00 W; thence a distance of 464.50 ft. along a bearing of S 00-07-24 E; thence a distance of 46.81 ft. along a bearing of S 89-50-49 W; thence a distance of 141.89 ft. along a bearing of S 00-45-26 E; thence a distance of 283.86 ft. along a bearing of S 79-06-38 W; thence a distance of 111.64 ft. along a bearing of S 00-53-53 E; thence a distance of 189.25 ft. along a bearing of N 89-57-44 E; thence a distance of 219.50 ft. along a bearing of S

00-16-38 E; thence a distance of 187.44 ft. along a bearing of N 89-46-15 W; thence a distance of 1422.75ft. along a bearing of S 00-03-19 E; thence a distance of 1019.99 ft. along a bearing of S 89-43-35 E; thence a distance of 47.76 ft. along a bearing of S 00-16-25 W; thence a distance of 601.38 ft. along a bearing of S 00-01-04 W; thence a distance of 61.93 ft. along a bearing of S 12-21-12 W; thence a distance of 611.13 ft. along a bearing of S 00-06-20 W; thence a distance of 60.47 ft. along a bearing of S 22-09-52 W; thence a distance of 608.75 ft. along a bearing of S 00-12-21 W; thence a distance of 64.48 ft. along a bearing of S 26-39-52 E; thence a distance of 607.51 ft. along a bearing of S 00-16-16 W; thence a distance of 53.39 ft. along a bearing of S 01-08-25 W; thence a distance of 605.43 ft. along a bearing of S 00-47-12 W; thence a distance of 93.30 ft. along a bearing of S 20-45-13 W; thence a distance of 253.64 ft. along a bearing of S 00-31-21 E; thence a distance of 173.62 ft. along a bearing of S 64-46-21 E; thence a distance of 30.86 ft. along a bearing of S 26-58-49 E; thence a distance of 84.59 ft. along a bearing of S 64-26-18 E; thence a distance of 209.68 ft. along a bearing of S 47-11-11 W; thence a distance of along a curve having a Curve Length of 89.54, a Radius of 142.78, and a Delta of 35-55-54; thence a distance of 503.25 ft. along a bearing of S 01-18-08 W; thence a distance of 98.38 ft. along a bearing of S 00-15-17 W; thence a distance of 401.42 ft. along a bearing of S 09-05-34 W; thence a distance of 377.14 ft. along a bearing of S 00-26-12 W; thence a distance of 123.63 ft. along a bearing of S 00-20-51 W; thence a distance of 123.14 ft. along a bearing of S 00-54-06 W; thence a distance of 251.77 ft. along a bearing of S 89-20-45 W; thence a distance of 97.65 ft. along a bearing of S 38-25-30 W; thence a distance of 252.10 ft. along a bearing of S 89-00-20 W; thence a distance of 126.88 ft. along a bearing of S 00-03-23 E; thence a distance of 59.63 ft. along a bearing of S 00-57-39 W; thence a distance of 40.00 ft. along a bearing of S 00-05-22 W; thence a distance of 24.70 ft. along a bearing of S 21-22-14 E; thence a distance of 69.64 ft. along a bearing of S 01-17-08 E; thence a distance of 245.98 ft. along a bearing of S 88-58-51 W; thence a distance of 207.52 ft. along a bearing of S 85-55-27 W; thence a distance of 81.05 ft. along a bearing of S 67-02-00 W; thence a distance of 47.04 ft. along a bearing of S 49-34-49 W; thence a distance of 21.54 ft. along a bearing of S 35-40-23 W; thence a distance of 66.79 ft. along a bearing of S 20-01-44 W; thence a distance of 62.16 ft. along a bearing of S 01-57-33 E; thence a distance of 128.53 ft. along a bearing of S 62-36-45 E; thence a distance of 75.46 ft. along a bearing of S 19-48-02 W; thence a distance of 11.14 ft. along a bearing of S 80-57-38 W; thence a distance of 21.96 ft. along a bearing of S 28-45-13 W; thence a distance of 339.41 ft. along a bearing of S 30-01-16 E; thence a distance of 170.45 ft. along a bearing of S 10-54-22 E; thence a distance of 81.01 ft. along a bearing of S 67-47-17 W; thence a distance of 82.24 ft. along a bearing of S 58-10-12 W; thence a distance of 70.71 ft. along a bearing of S 47-06-47 W; thence a distance of 128.58 ft. along a bearing of S 32-33-16 W; thence a distance of 125.86 ft. along a bearing of S 30-53-44 W; thence a distance of 99.28 ft. along a bearing of S 30-49-40 W; thence a distance of 98.38 ft. along a bearing of S 30-48-05 W; thence a distance of 114.00 ft. along a bearing of S 64-32-41 W; thence a distance of 201.92 ft. along a bearing of S 64-47-29W; thence a distance of 291.16 ft. along a bearing of S 65-10-24 W; thence a distance of 148.40 ft. along a bearing of S 65-24-37 W; thence a distance of 138.74 ft. along a bearing of S 65-37-43 W; thence a distance of 60.29 ft. along a bearing of S 54-21-56 W; thence a distance of 58.56 ft. along a bearing of S 26-33-54 W; thence a distance of 206.63 ft. along a bearing of S 00-08-19 W; thence a distance of 523.08 ft. along a bearing of S 00-58-44 E; thence a distance of 451.79 ft. along a bearing of S

00-45-11 E; thence a distance of 42.32 ft. along a bearing of S 89-19-23 W; thence a distance of 674.64 ft. along a bearing of N 00-22-18 W; thence a distance of 634.97 ft. along a bearing of S 88-29-18 W; thence a distance of 654.13 ft. along a bearing of N 00-13-08 W; thence a distance of 345.50 ft. along a bearing of S 89-48-48 W; thence a distance of 880.75 ft. along a bearing of S 00-02-56 E; thence a distance of along a curve having a Curve Length of 232.37, a Radius of 533.89, and a Delta of 24-56-13; thence a distance of 312.78 ft. along a bearing of S 31-47-04 E; thence a distance of 86.50 ft. along a bearing of S 89-50-04 W; thence a distance of 491.44 ft. along a bearing of S 89-53-53 W; thence a distance of 1884.58 ft. along a bearing of S 01-25-10 E; thence a distance of 246.60 ft. along a bearing of S 24-22-10 W; thence a distance of 148.58 ft. along a bearing of S 25-02-04 W; thence a distance of 202.29 ft. along a bearing of S 25-28-21 W; thence a distance of 137.64 ft. along a bearing of S 25-43-38 W; thence a distance of 209.35 ft. along a bearing of N 63-42-10 W; thence a distance of 762.05 ft. along a bearing of S 26-37-26 W; thence a distance of 106.07 ft. along a bearing of N 62-15-26 W; thence a distance of 131.50 ft. along a bearing of S 25-41-17 W; thence a distance of 302.29 ft. along a bearing of S 26-27-33 W; thence a distance of 691.00 ft. along a bearing of N 78-44-02 W; thence a distance of 34.03 ft. along a bearing of S 31-33-33 E; thence a distance of along a curve having a Curve Length of 668.49, a Radius of 729.38, and a Delta of 52-30-45; thence a distance of 131.05 ft. along a bearing of S 19-42-19 W; thence a distance of 211.38 ft. along a bearing of S 65-23-51 E; thence a distance of 240.38 ft. along a bearing of S 24-59-33 W; thence a distance of 285.10 ft. along a bearing of S 23-54-46 W; thence a distance of 96.12 ft. along a bearing of S 64-50-04 E; thence a distance of 114.85 ft. along a bearing of S 08-23-09 W; thence a distance of 139.80 ft. along a bearing of S 67-39-57 E; thence a distance of 88.20 ft. along a bearing of S 04-55-07 W; thence a distance of 868.10 ft. along a bearing of S 15-35-57 W; thence a distance of 97.55 ft. along a bearing of S 31-41-39 E; thence a distance of 134.50 ft. along a bearing of S 31-32-54 E; thence a distance of 539.21 ft. along a bearing of S 18-14-15 E; thence a distance of 38.61 ft. along a bearing of S 25-24-13 W; thence a distance of 263.00 ft. along a bearing of S 83-45-06 W; thence a distance of 681.42 ft. along a bearing of S 26-46-19 W; thence a distance of 63.53 ft. along a bearing of S 26-58-06 W; thence a distance of 737.38 ft. along a bearing of N 89-55-20 W; thence a distance of 323.26 ft. along a bearing of S 78-45-42 E; thence a distance of 989.44 ft. along a bearing of N 89-52-11 W; thence a distance of 779.00 ft. along a bearing of S 40-23-56 W; thence a distance of 1172.88 ft. along a bearing of S 88-48-11 W; thence a distance of 393.63 ft. along a bearing of S 00-20-12 W; thence a distance of 136.89 ft. along a bearing of S 88-03-50 W; thence a distance of 2271.40 ft. along a bearing of S 00-39-55 W; thence a distance of 1287.47 ft. along a bearing of S 89-34-58 W; thence a distance of 1269.67 ft. along a bearing of S 00-28-26 [illegible] thence a distance of 52.94 ft. along a bearing of S 15-32-45 E; thence a distance of 484.44 ft. along a bearing of S 00-45-47 E; thence a distance of 92.52 ft. along a bearing of S 89-14-13 W; thence a distance of 87.88 ft. along a bearing of S 89-35-33 W; thence a distance of 60.28 ft. along a bearing of S 40-04-46 W; thence a distance of 213.05 ft. along a bearing of S 40-05-07 W; thence a distance of 633.46 ft. along a bearing of S 40-08-29 W; thence a distance of 120.16 ft. along a bearing of S 40-07-34 W; thence a distance of 491.26 ft. along a bearing of S 89-34-38 W; thence a distance of 41.92 ft. along a bearing of S 32-27-29 W; thence a distance of 169.51 ft. along a bearing of S 00-44-22 E; thence a distance of 222.64 ft. along a bearing of S 00-44-24 E; thence a distance of 43.18 ft. along a bearing of S 58-00-44 W; thence a distance of 36.88 ft. along a bearing of S 89-48-21 E; thence a distance of

153.51 ft. along a bearing of S 00-37-47 E; thence a distance of 104.26 ft. along a bearing of S 00-57-42 E; thence a distance of 199.90 ft. along a bearing of S 00-58-03 E; thence a distance of 48.72 ft. along a bearing of S 72-22-43 W; thence a distance of 61.96 ft. along a bearing of N 88-36-46 W; thence a distance of 31.84 ft. along a bearing of S 78-54-38 W; thence a distance of 273.27 ft. along a bearing of S 73-34-46 W; thence a distance of 62.30 ft. along a bearing of S 73-33-54 W; thence a distance of 115.30 ft. along a bearing of S 07-43-34 W; thence a distance of 156.94 ft. along a bearing of S 73-51-37 W; thence a distance of 25.70 ft. along a bearing of S 72-26-47 W; thence a distance of 170.55 ft. along a bearing of S 71-59-00 W; thence a distance of 130.01 ft. along a bearing of S 18-54-19 E; thence a distance of 53.50 ft. along a bearing of S 89-19-50 W; thence a distance of 109.25 ft. along a bearing of S 00-21-38 E; thence a distance of 218.88 ft. along a bearing of S 00-28-28 E; thence a distance of 100.76 ft. along a bearing of S 00-38-23 E; thence a distance of 92.04 ft. along a bearing of S 01-47-24 E; thence a distance of 76.07 ft. along a bearing of N 88-57-52 E; thence a distance of 146.33 ft. along a bearing of N 89-07-08 E; thence a distance of 79.14 ft. along a bearing of S 40-00-09 W; thence a distance of 124.45 ft. along a bearing of S 39-31-05 W; thence a distance of 783.67 ft. along a bearing of S 88-26-13 W; thence a distance of 153.84 ft. along a bearing of S 72-41-55 W; thence a distance of 1481.62 ft. along a bearing of S 40-23-46 W; thence a distance of 134.27 ft. along a bearing of S 01-04-01 E; thence a distance of 333.75 ft. along a bearing of S 00-17-23 E; thence a distance of 324.26 ft. along a bearing of S 00-31-09 E; thence a distance of 227.52 ft. along a bearing of S 00-48-10 E; thence a distance of 64.27 ft. along a bearing of S 40-39-42 W; thence a distance of 484.76 ft. along a bearing of S 41-28-00 W;thence a distance of 85.70 ft. along a bearing of S 43-02-58 W; thence a distance of 1575.32 ft. along a bearing of S89-53-11 W; thence a distance of 615.20 ft. along a bearing of S 00-53-26 E; thence a distance of 672.94 ft. along a bearing of N 89-58-05 E; thence a distance of 412.36 ft. along a bearing of S 01-20-46 E; thence a distance of 41.21 ft. along a bearing of S 39-20-18 W; thence a distance of 777.47 ft. along a bearing of S 85-39-59 W; thence a distance of 538.79 ft. along a bearing of S 38-00-47 W; thence a distance of 679.59 ft. along a bearing of S 37-53-02 W; thence a distance of 111.15 ft. along a bearing of N 64-33-32 W; thence a distance of 184.90 ft. along a bearing of S05-39-52 W; thence a distance of 264.62 ft. along a bearing of S 05-34-14 W; thence a distance of 56.94 ft. along a bearing of S 04-39-33 W; thence a distance of 265.90 ft. along a bearing of S 04-42-20 W; thence a distance of 240.12 ft. along a bearing of S 04-06-17 W; thence a distance of 119.80 ft. along a bearing of S 04-02-20 W; thence a distance of 106.99 ft. along a bearing of S 03-51-07 W; thence a distance of 122.36 ft. along a bearing of S 04-25-24 W; thence a distance of 356.09 ft. along a bearing of S 04-29-23 W; thence a distance of 116.8 ft. along a bearing of S 05-00-11 W; thence a distance of 120.20 ft. along a bearing of S 04-58-53 W; thence a distance of 115.15 ft. along a bearing of S 04-47-41 W; thence a distance of 119.79 ft. along a bearing of S 04-47-18 W; thence a distance of 282.26 ft. along a bearing of S 04-50-22 W; thence a distance of 777.75 ft. along a bearing of S 77-17-22 W; thence a distance of 646.50 ft. along a bearing of S 00-11-38 E; thence a distance of 415.81 ft. along a bearing of S 89-48-38 E; thence a distance of 327.26 ft. along a bearing of S 00-26-16 E; thence a distance of 289.06 ft. along a bearing of S 82-16-16 W; thence a distance of 32.13 ft. along a bearing of S 00-33-26 E; thence a distance of 79.38 ft. along a bearing of S 00-27-04 E; thence a distance of 71.50 ft. along a bearing of S 00-27-03 E; thence a distance of 124.44 ft. along a bearing of N 83-25-29 E; thence a distance of 64.38 ft. along a bearing of S

00-26-42 E; thence a distance of 91.75 ft. along a bearing of S 00-25-46 E; thence a distance of 172.62 ft. along a bearing of N 83-28-19 E; thence a distance of 147.33 ft. along a bearing of N 83-28-19 E; thence a distance of 106.04 ft. along a bearing of S 04-13-31 W; thence a distance of 77.86 ft. along a bearing of S 04-27-57 W; thence a distance of 24.29 ft. along abearing of N 84-41-08 E; thence a distance of 103.76 ft. along a bearing of S 04-56-29 W; thence a distance of 117.30 ft.along a bearing of S 04-53-25 W; thence a distance of 146.19 ft. along a bearing of S 64-08-49 W; thence a distance of50.56 ft. along a bearing of S 82-28-15 W; thence a distance of 277.02 ft. along a bearing of S 82-27-18 W; thence a distance of 100.67 ft. along a bearing of S 82-30-32 W; thence a distance of 381.13 ft. along a bearing of S 00-21-59 E; thence a distance of 59.00 ft. along a bearing of S 00-25-29 E; thence a distance of 75.75 ft. along a bearing of S 00-28-22 E; thence a distance of 83.88 ft. along a bearing of S 00-23-03 E; thence a distance of 370.63 ft. along a bearing of S 00-12-10 E; thence a distance of 80.63 ft. along a bearing of S 00-21-19 E; thence a distance of 473.47 ft. along a bearing of S 77-55-50 E; thence a distance of 141.08 ft. along a bearing of S 05-43-15 W; thence a distance of 449.36 ft. along a bearing of N 83-54-00 W; thence a distance of 469.15 ft. along a bearing of S 00-37-33 E; thence a distance of 342.25 ft. along a bearing of S 00-00-38 E; thence a distance of 127.04 ft. along a bearing of S 53-53-08 E; thence a distance of 63.69 ft. along a bearing of S 57-52-10 W; thence a distance of 104.76 ft. along a bearing of S 00-57-26 E; thence a distance of 78.26 ft. along a bearing of S 00-46-41 E; thence a distance of 76.76 ft. along a bearing of S 00-50-23 E; thence a distance of 84.51 ft. along a bearing of S 00-50-51 E; thence a distance of 73.63 ft. along a bearing of S 00-52-32 E; thence a distance of 530.81 ft. along a bearing of S 00-51-00 E; thence a distance of 400.79 ft. along a bearing of S 00-51-28 E; thence a distance of 316.28 ft. along a bearing of S 00-50-57 E; thence a distance of 234.47 ft. along a bearing of S 04-38-06 W; thence a distance of 32.97 ft. along a bearing of S 27-17-24 W; thence a distance of 471.75 ft. along a bearing of S 26-29-01 W; thence a distance of 43.41 ft. along a bearing of S 17-04-42 W; thence a distance of 127.63 ft. along a bearing of S 06-43-17 W; thence a distance of 46.50 ft. along a bearing of S 00-46-12 E; thence a distance of 754.50 ft. along a bearing of S 89-49-45 W; thence a distance of 313.06 ft. along a bearing of S 63-56-47 W; thence a distance of 676.64 ft. along a bearing of S 00-25-24 E; thence a distance of 510.72 ft. along a bearing of S 01-06-28 E; thence a distance of 683.25 ft. along a bearing of N 89-54-58 W; thence a distance of 323.63 ft. along a bearing of S 00-05-19 E; thence a distance of 278.27 ft.along a bearing of S 00-42-28 E; thence a distance of 216.14 ft. along a bearing of S 00-41-45 E; thence a distance of156.78 ft. along a bearing of N 72-01-38 W; thence a distance of 176.80 ft. along a bearing of N 79-07-09 W; thence a distance of 296.68 ft. along a bearing of N 86-29-51 W; thence a distance of 123.83 ft. along a bearing of S 09-51-08 E; thence a distance of 506.16 ft. along a bearing of S 00-41-36 W; thence a distance of 459.97 ft. along a bearing of N 89-18-54 E; thence a distance of 512.97 ft. along a bearing of N 89-20-30 E; thence a distance of 163.53 ft. along a bearing of S 20-49-03 W; thence a distance of 329.33 ft. along a bearing of S 18-07-57 W; thence a distance of 94.99 ft. along a bearing of S 18-09-41 W; thence a distance of 52.21 ft. along a bearing of S 10-24-33 E; thence a distance of 76.26 ft. along a bearing of S 15-12-05 W; thence a distance of 92.40 ft. along a bearing of S 15-17-45 W; thence a distance of 33.55 ft. along a bearing of S 15-13-37 W; thence a distance of 108.56 ft. along a bearing of S 15-13-13 W; thence a distance of 102.96 ft. along a bearing of S 15-40-23 W; thence a distance of 30.51 ft. along a bearing of S 15-41-15 W; thence a distance of

90.61 ft. along a bearing of S 15-38-49 W; thence a distance of 153.02 ft. along a bearing of S 15-38-13 W; thence a distance of 108.10 ft. along a bearing of S 13-10-06 W; thence a distance of 99.06 ft. along a bearing of S 16-39-03 W; thence a distance of 80.75 ft. along a bearing of S 16-35-50 W; thence a distance of 59.22 ft. along a bearing of S 17-52-50 W; thence a distance of 145.05 ft. along a bearing of S 15-00-22 W; thence a distance of 67.15 ft. along a bearing of S 14-56-30 W; thence a distance of 71.18 ft. along a bearing of S 15-00-45 W; thence a distance of 215.48 ft. along a bearing of S 15-00-42 W; thence a distance of 220.79 ft. along a bearing of S 15-00-43 W; thence a distance of 99.31 ft. along a bearing of S 15-37-42 W; thence a distance of 37.29 ft. along a bearing of S 16-27-36 W; thence a distance of 172.40 ft. along a bearing of S 16-29-04 W; thence a distance of 50.54 ft. along a bearing of S 09-23-33 W; thence a distance of 325.71 ft. along a bearing of S 15-07-47 W; thence a distance of 127.20 ft. along a bearing of S 15-13-58 W; thence a distance of 10.60 ft.along a bearing of N 81-52-12 W; thence a distance of 27.07 ft. along a bearing of S 15-01-50 W; thence a distance of153.65 ft. along a bearing of S 15-05-15 W; thence a distance of 69.51 ft. along a bearing of S 12-53-11 W;thence a distance of 122.58 ft. along a bearing of S 15-40-50 W; thence a distance of 120.12 ft. along a bearing of S15-34-08 W; thence a distance of 142.59 ft. along a bearing of S 10-41-04 W; thence a distance of 217.53 ft. along abearing of S 15-12-37 W; thence a distance of 51.18 ft. along a bearing of S 15-17-31 W; thence a distance of 63.78 ft. along a bearing of S 14-56-06 W; thence a distance of 99.11 ft. along a bearing of S 14-56-52 W; thence a distance of 105.71 ft. along a bearing of S 15-13-10 W; thence a distance of 69.05 ft. along a bearing of S 15-13-07 W; thence a distance of 251.56 ft. along a bearing of S 15-12-37 W; thence a distance of 242.63 ft. along a bearing of S 15-13-03 W; thence a distance of 25.52 ft. along a bearing of S 15-11-37 W; thence a distance of 197.68 ft. along a bearing of S 15-12-50 W; thence a distance of 69.18 ft. along a bearing of S 15-14-29 W; thence a distance of 172.07 ft. along a bearing of S 15-12-28 W; thence a distance of 57.75 ft. along a bearing of S 20-47-18 W; thence a distance of 100.36 ft. along a bearing of S 14-25-01 W; thence a distance of 99.78 ft. along a bearing of S 14-26-12 W; thence a distance of 99.00 ft. along a bearing of S 14-26-23 W; thence a distance of 103.26 ft. along a bearing of S 14-26-24 W; thence a distance of 114.24 ft. along a bearing of S 14-26-48 W; thence a distance of 68.63 ft. along a bearing of S 14-26-28 W; thence a distance of 57.17 ft. along a bearing of S 10-19-38 W; thence a distance of 115.96 ft. along a bearing of S 13-43-18 W; thence a distance of 102.28 ft. along a bearing of S 13-40-46 W; thence a distance of 260.43 ft. along a bearing of S 13-39-45 W; thence a distance of 54.75 ft. along a bearing of S 20-35-12 W; thence a distance of 407.52 ft. along a bearing of S 14-37-12 W; thence a distance of 214.87 ft. along a bearing of S 14-15-45 W; thence a distance of 48.5[illegible] ft. along a bearing of S 14-15-04 W; thence a distance of 180.79 ft. along a bearing of S 14-43-06 W; thence a distance of 98.65 ft. along a bearing of S 12-17-33 W; thence a distance of 224.92 ft. along a bearing of S 16-21-16 W; thence a distance of 164.56 ft. along a bearing of S 21-05-09 W; thence a distance of 93.24 ft. along a bearing of S 21-05-43 W; thence a distance of 128.88 ft. along a bearing of S 19-39-54 W; thence a distance of 63.68 ft. along a bearing of S 20-09-39 W; thence a distance of 218.73 ft. along a bearing of S 23-38-53 W; thence a distance of 166.89 ft. along a bearing of S 33-39-59 W; thence a distance of 96.24 ft. along a bearing of S 27-13-49 W; thence a distance of 74.66 ft. along a bearing of S 27-12-32 W; thence a distance of 100.55 ft. along a bearing of S 29-45-13 W; thence a distance of 69.65 ft. along a bearing of S 32-27-48 W; thence a distance of 74.62 ft. along a bearing of S

32-21-39 W; thence a distance of 52.08 ft. along a bearing of S 26-56-01 W; thence a distance of 297.41 ft. along a bearing of N 57-13-30 W; thence a distance of 294.88 ft. along a bearing of S 34-48-18 W; thence a distance of 94.05 ft. along a bearing of S 35-02-31 W; thence a distance of 100.40 ft. along a bearing of S 38-13-31 W; thence a distance of 78.34 ft. along a bearing of S 39-00-35 W; thence a distance of 374.98 ft. along a bearing of S 41-05-14 W; thence a distance of 52.78 ft. along a bearing of S 17-21-44 E; thence a distance of 449.63 ft. along a bearing of S 38-31-36 W; thence a distance of 405.81 ft. along a bearing of S 36-31-14 W; thence a distance of 56.65 ft. along a bearing of S 41-11-52 W to the Point of Beginning of the tract herein described; thence a distance of 118.44 ft. along a bearing of N 41-11-52 W; thence a distance of 159.09 ft. along a bearing of S 01-56-10 E; thence a distance of 22.25 ft. along a bearing of N 50-35-10 W; thence a distance of 215.88 ft. along a bearing of N 89-58-01 W; thence a distance of 475.29 ft. along a bearing of S 02-24-15 E; thence a distance of 449.09 ft. along a bearing of S 85-53-52 W; thence a distance of 141.26 ft. along a bearing of S 00-44-07 E; thence a distance of 504.02 ft. along a bearing of S 89-27-36 W; thence a distance of 588.32 ft. along a bearing of S 00-54-47 E; thence a distance of 52.50 ft. along a bearing of S 00-40-55 E; thence a distance of 215.14 ft. along a bearing of S 89-24-03 W; thence a distance of 177.27 ft. along a bearing of S 00-50-54 E; thence a distance of 452.20 ft. along a bearing of N 84-30-42 W; thence a distance of 169.18 ft. along a bearing of S 01-25-06 E; thence a distance of 220.40 ft. along a bearing of N 83-40-59 W; thence a distance of 901.77 ft. along a bearing of S 00-24-47 E; thence a distance of 75.44 ft. along a bearing of N 90-00-00 W; thence a distance of 90.39 ft. along a bearing of S 01-06-34 W; thence a distance of 122.94 ft. along a bearing of S 14-59-50 W; thence a distance of 33.79 ft. along a bearing of N 84-16-06 W; thence a distance of 105.27 ft. along a bearing of S 44-34-01 W; thence a distance of 51.01 ft. along a bearing of S 89-09-27 W; thence a distance of 137.46 ft. along a bearing of N 69-57-00 W; thence a distance of 879.70 ft. along a bearing of N 89-40-28 W; thence a distance of 475.56 ft. along a bearing of S 07-08-31 E; thence a distance of 319.93 ft. along a bearing of S 09-48-30 E;thence a distance of 216.56 ft. along a bearing of S 08-22-49 E; thence a distance of 254.11 ft. along a bearing of S 08-36-02 E; thence a distance of 294.58 ft. along a bearing of S 08-37-37 E; thence a distance of 84.33 ft. along a bearing of S 08-39-09 E; thence a distance of 158.10 ft. along a bearing of S 08-28-45 E; thence a distance of 48.97 ft. along a bearing of S 05-29-32 E; thence a distance of 81.38 ft. along a bearing of S 00-42-15 E; thence a distance of 112.58 ft. along a bearing of S 02-07-54 E; thence a distance of 222.84 ft. along a bearing of S 07-21-51 W; thence a distance of 218.04 ft. along a bearing of S 10-20-14 W; thence a distance of 672.30 ft. along a bearing of S 22-25-[illegible] W; thence a distance of 384.09 ft. along a bearing of N 78-21-33 E; thence a distance of 249.27 ft. along a bearing of S 89-11-44 E; thence a distance of 121.88 ft. along a bearing of S 00-14-06 E; thence a distance of 527.79 ft. along a bearing of N 89-16-02 E; thence a distance of 1126.81 ft. along a bearing of N 00-34-08 W; thence a distance of 58.08 ft. along a bearing of N 88-31-12 E; thence a distance of 160.79 ft. along a bearing of N 69-54-10 E; thence a distance of 156.38 ft. along a bearing of N 00-26-06 W; thence a distance of 31.31 ft. along a bearing of N 89-18-50 E; thence a distance of 173.75 ft. along a bearing of N 00-24-44 W; thence a distance of 101.88 ft. along a bearing of N 00-25-18 W; thence a distance of 91.69 ft. along a bearing of N 89-17-49 E; thence a distance of 85.05 ft. along a bearing of N 33-14-47 E; thence a distance of 65.26 ft. along a bearing of N 86-15-58 E; thence a distance of 105.63 ft. along a bearing of N 00-22-23 W; thence a distance of 1089.28 ft. along a bearing of N

86-43-26 E; thence a distance of 827.96 ft. along a bearing of N 00-48-32 W; thence a distance of 434.19 ft. along a bearing of S 89-46-09 E; thence a distance of 648.81 ft. along a bearing of N 00-45-22 W; thence a distance of 228.66 ft. along a bearing of N 88-59-52 E; thence a distance of 809.97 ft. along a bearing of N 01-20-39 W; thence a distance of 94.50 ft. along a bearing of N 62-04-45 E; thence a distance of 71.92 ft. along a bearing of N 70-40-24 E; thence a distance of 220.32 ft. along a bearing of N 13-15-06 W; thence a distance of 176.51 ft. along a bearing of N 12-15-52 W; thence a distance of 56.46 ft. along a bearing of N 24-57-34 W; thence a distance of 148.43 ft. along a bearing of N 55-26-21 W; thence a distance of 123.10 ft. along a bearing of N 34-45-48 E; thence a distance of 670.91 ft. along a bearing of N 89-26-03 E; thence a distance of 141.77 ft. along a bearing of N 00-51-32 W; thence a distance of 373.67 ft. along a bearing of N 00-51-45 W; thence a distance of 611.75 ft. along a bearing of S 89-26-37 W; thence a distance of 579.58 ft. along a bearing of N 36-39-33 E; thence a distance of 263.07 ft. along a bearing of N 54-26-13 W to the POINT OF BEGINNING. Containing 213.130 acres more or less. The bearing structure shown herein is based on the North line of Lot 1, Block B, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida as being N 89-57-44 W (Assumed).

A LEGAL DESCRIPTION
OF
THE NORTH
U.S. 17-92 CORRIDOR
SEMINOLE COUNTY, FLORIDA

Prepared by:

IVEY, HARRIS & WALLS, INC.
631 S. Orlando Avenue, Suite 200
Winter Park, Florida 32789
(407) 629-8880

PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATE

This description and the accompanying sketch has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal, for each of the eleven pages contained herein and the accompanying sketch, of a Florida licensed surveyor and mapper this legal description, and sketch or map is for informational purposes only and is not valid.

Henry D. Antes, PSM No. 4330 — Date

C:\HP\WINDOWS\DOCS\17ESHORT.WPD

DESCRIPTION

A tract of land being a development corridor in Seminole County, Florida, North of the City of Casselberry Florida, encompassing lands bounding the U S. Highway 17-92 corridor being more particularly described as follows:

Begin at the Northeast corner of Lot 1, Block 3, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida; run thence a distance of 567.50 ft. along the north line of said Lot 1 on an assumed bearing of N 89-57-44 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 16.88 ft. along a bearing of S 00-00-00 W; thence a distance of 117.13 ft. along a bearing of S 00-09-10 E; thence a distance of 65.51 ft. along a bearing of S 00-45-55 W; thence a distance of 267.00 ft. along a bearing of S 00-06-26 E; thence a distance of 66.25 ft. along a bearing of S 00-12-58 E; thence a distance of 260.50 ft. along a bearing of S 00-07-25 E; thence a distance of 69.00 ft. along a bearing of S 00-06-14 E; thence a distance of 264.88 ft. along a bearing of S 00-08-07 E; thence a distance of 69.38 ft. along a bearing of S 00-06-12 E; thence a distance of 259.50 ft. along a bearing of S 00-09-06 E; thence a distance of 90.86 ft. along a bearing of S 41-25-50 W; thence a distance of 293.00 ft. along a bearing of N 89-54-08 W; thence a distance of 140.25 ft. along a bearing of N 89-50-48 W; thence a distance of 275.38 ft. along a bearing of N 89-52-12 W; thence a distance of 76.25 ft.along a bearing of S 00-05-38 E; thence a distance of 363.44 ft. along a bearing of N 89-57-38 W; thence a distance of 68.72 ft. along a bearing of S 71-52-41 W; thence a distance of 28.63 ft. along a bearing of S 00-00-00 W; thence a distance of 131.25 ft. along a bearing of S 00-11-28 W; thence a distance of 181.88ft. along a bearing of S 55-50-25 E; thence a distance of 76.84 ft. along a bearing of S 51-56-13 E; thence a distance of 81.38 ft. along a bearing of S 49-01-01 E; thence a distance of 149.43 ft. along a bearing of S 45-33-33 E; thence a distance of 118.28 ft. along a bearing of S 40-10-40 E; thence a distance of 112.13 ft. along a bearing of S 32-48-15 E; thence a distance of 141.09 ft. along a bearing of S 22-12-07 E; thence a distance of 105.96 ft. along a bearing of S 79-19-35 E; thence a distance of 43.65 ft. along a bearing of S 80-36-18 E; thence a distance of 46.63 ft. along a bearing of N 89-04-42 E; thence a distance of 89.94 ft. along a bearing of S 89-17-00 E; thence a distance of 108.06 ft. along a bearing of S 90-00-00 E; thence a distance of 20.19 ft. along a bearing of S 90-00-00 E; thence a distance of 113.50 ft. along a bearing of S 89-56-13 E; thence a distance of 64.88 ft. along a bearing of S 00-49-40 E; thence a distance of 267.25 ft. along a bearing of S 00-08-02 E; thence a distance of 63.02 ft. along a bearing of S 01-15-01 W; thence a distance of 258.75 ft. along a bearing of S 00-19-56 E; thence a distance of 65.88 ft. along a bearing of S 00-55-27 E; thence a distance of 250.13 ft. along a bearing of N 89-58-17 W; thence a distance of 86.59 ft. along a bearing of N 8 -35-37 W; thence a distance of 152.88 ft. along a bearing of N 90-00-00 W; thence a distance of 57.45 ft. along a bearing of S 88-45-12 W; thence a distance of 48.88 ft. along a bearing of N 90-00-00 W; thence a distance of 464.50 ft. along a bearing of S 00-07-24 E; thence a distance of 46.81 ft. along a bearing of S 89-50-49 W; thence a distance of 141.89 ft. along a bearing of S 00-45-26 E; thence a distance of 283.86 ft. along a bearing of S 79-06-38 W; thence a distance of 111.64 ft. along a bearing of S 00-53-53 E; thence a distance of 189.25 ft. along a bearing of N 89-57-44 E; thence a distance of 219.50 ft. along a bearing of S

1422.75ft. along a bearing of S 00-03-19 E; thence a distance of 1019.99 ft. along a bearing of S 89-43-35 E; thence a distance of 47.76 ft. along a bearing of S 00-16-25 W; thence a distance of 601.38 ft. along a bearing of S 00-01-04 W; thence a distance of 61.93 ft. along a bearing of S 12-21-12 W; thence a distance of 611.13 ft. along a bearing of S 00-06-20 W; thence a distance of 60.47 ft. along a bearing of S 22-09-52 W; thence a distance of 608.75 ft. along a bearing of S 00-12-21 W; thence a distance of 64.48 ft. along a bearing of S 26-39-52 E; thence a distance of 607.51 ft. along a bearing of S 00-16-16 W; thence a distance of 53.39 ft. along a bearing of S 01-08-25 W; thence a distance of 605.43 ft. along a bearing of S 00-47-12 W; thence a distance of 93.30 ft. along a bearing of S 20-45-13 W; thence a distance of 253.64 ft. along a bearing of S 00-31-21 E; thence a distance of 173.62 ft. along a bearing of S 64-46-21 E; thence a distance of 30.86 ft. along a bearing of S 26-58-49 E; thence a distance of 84.59 ft. along a bearing of S 64-26-18 E; thence a distance of 209.68 ft. along a bearing of S 47-11-11 W; thence a distance of along a curve having a Curve Length of 89.54, a Radius of 142.78, and a Delta of 35-55-54; thence a distance of 503.25 ft. along a bearing of S 01-18-08 W; thence a distance of 98.38 ft. along a bearing of S 00-15-17 W; thence a distance of 401.42 ft. along a bearing of S 09-05-34 W; thence a distance of 377.14 ft. along a bearing of S 00-26-12 W; thence a distance of 123.63 ft. along a bearing of S 00-20-51 W; thence a distance of 123.14 ft. along a bearing of S 00-54-06 W; thence a distance of 251.77 ft. along a bearing of S 89-20-45 W; thence a distance of 97.65 ft. along a bearing of S 38-25-30 W; thence a distance of 252.10 ft. along a bearing of S 89-00-20 W; thence a distance of 126.88 ft. along a bearing of S 00-03-23 E; thence a distance of 59.63 ft. along a bearing of S 00-57-39 W; thence a distance of 40.00 ft. along a bearing of S 00-05-22 W; thence a distance of 24.70 ft. along a bearing of S 21-22-14 E; thence a distance of 69.64 ft. along a bearing of S 01-17-08 E; thence a distance of 245.98 ft. along a bearing of S 88-58-51 W; thence a distance of 207.52 ft. along a bearing of S 85-55-27 W; thence a distance of 81.05 ft. along a bearing of S 67-02-00 W; thence a distance of 47.04 ft. along a bearing of S 49-34-49 W; thence a distance of 21.54 ft. along a bearing of S 35-40-23 W; thence a distance of 66.79 ft. along a bearing of S 20-01-44 W; thence a distance of 62.16 ft. along a bearing of S 01-57-33 E; thence a distance of 128.53 ft. along a bearing of S 62-36-45 E; thence a distance of 75.46 ft. along a bearing of S 19-48-02 W; thence a distance of 11.14 ft. along a bearing of S 80-57-38 W; thence a distance of 21.96 ft. along a bearing of S 28-45-13 W; thence a distance of 339.41 ft. along a bearing of S 30-01-16 E; thence a distance of 170.45 ft. along a bearing of S 10-54-22 E; thence a distance of 81.01 ft. along a bearing of S 67-47-17 W; thence a distance of 82.24 ft. along a bearing of S 58-10-12 W; thence a distance of 70.71 ft. along a bearing of S 47-06-47 W; thence a distance of 128.58 ft. along a bearing of S 32-33-16 W; thence a distance of 125.86 ft. along a bearing of S 30-53-44 W; thence a distance of 99.28 ft. along a bearing of S 30-49-40 W; thence a distance of 98.38 ft. along a bearing of S 30-48-05 W; thence a distance of 114.00 ft. along a bearing of S 64-32-41 W; thence a distance of 201.92 ft. along a bearing of S 64-47-29W; thence a distance of 291.16 ft. along a bearing of S 65-10-24 W; thence a distance of 148.40 ft. along a bearing of S 65-24-37 W; thence a distance of 138.74 ft. along a bearing of S 65-37-43 W; thence a distance of 60.29 ft. along a bearing of S 54-21-56 W; thence a distance of 58.56 ft. along a bearing of S 26-33-54 W; thence a distance of 206.63 ft. along a bearing of S 00-08-19 W; thence a distance of 523.08 ft. along a bearing of S 00-58-44 E; thence a distance of 451.79 ft. along a bearing of S 00-45-11 E; thence a distance of 42.32 ft. along a bearing of S 89-19-23 W; thence a distance of

674.64 ft. along a bearing of N 00-22-18 W; thence a distance of 634.97 ft. along a bearing of S 88-29-18 W; thence a distance of 654.13 ft. along a bearing of N 00-13-08 W; thence a distance of 345.50 ft. along a bearing of S 89-48-48 W; thence a distance of 880.75 ft. along a bearing of S 00-02-56 E; thence a distance of along a curve having a Curve Length of 232.37, a Radius of 533.89, and a Delta of 24-56-13; thence a distance of 312.78 ft. along a bearing of S 31-47-04 E; thence a distance of 86.50 ft. along a bearing of S 89-50-04 W; thence a distance of 491.44 ft. along a bearing of S 89-53-53 W; thence a distance of 1884.58 ft. along a bearing of S 01-25-10 E; thence a distance of 246.60 ft. along a bearing of S 24-22-10 W; thence a distance of 148.58 ft. along a bearing of S 25-02-04 W; thence a distance of 202.29 ft. along a bearing of S 25-28-21 W; thence a distance of 137.64 ft. along a bearing of S 25-43-38 W; thence a distance of 209.35 ft. along a bearing of N 63-42-10 W; thence a distance of 762.05 ft. along a bearing of S 26-37-26 W; thence a distance of 106.07 ft. along a bearing of N 62-15-26 W; thence a distance of 131.50 ft. along a bearing of S 25-41-17 W; thence a distance of 302.29 ft. along a bearing of S 26-27-33 W; thence a distance of 691.00 ft. along a bearing of N 78-44-02 W; thence a distance of 34.03 ft. along a bearing of S 31-33-33 E; thence a distance of along a curve having a Curve Length of 668.49, a Radius of 729.38, and a Delta of 52-30-45; thence a distance of 131.05 ft. along a bearing of S 19-42-19 W; thence a distance of 211.38 ft. along a bearing of S 65-23-51 E; thence a distance of 240.38 ft. along a bearing of S 24-59-33 W; thence a distance of 285.10 ft. along a bearing of S 23-54-46 W; thence a distance of 96.12 ft. along a bearing of S 64-50-04 E; thence a distance of 114.85 ft. along a bearing of S 08-23-09 W; thence a distance of 139.80 ft. along a bearing of S 67-39-57 E; thence a distance of 88.20 ft. along a bearing of S 04-55-07 W; thence a distance of 868.10 ft. along a bearing of S 15-35-57 W; thence a distance of 97.55 ft. along a bearing of S 31-41-39 E; thence a distance of 134.50 ft. along a bearing of S 31-32-54 E; thence a distance of 539.21 ft. along a bearing of S 18-14-15 E; thence a distance of 38.61 ft. along a bearing of S 25-24-13 W; thence a distance of 263.00 ft. along a bearing of S 83-45-06 W; thence a distance of 681.42 ft. along a bearing of S 26-46-19 W; thence a distance of 63.53 ft. along a bearing of S 26-58-06 W; thence a distance of 737.38 ft. along a bearing of N 89-55-20 W; thence a distance of 323.26 ft. along a bearing of S 78-45-42 E; thence a distance of 989.44 ft. along a bearing of N 89-52-11 W; thence a distance of 779.00 ft. along a bearing of S 40-23-56 W; thence a distance of 1172.88 ft. along a bearing of S 88-48-11 W; thence a distance of 393.63 ft. along a bearing of S 00-20-12 W; thence a distance of 136.89 ft. along a bearing of S 88-03-50 W; thence a distance of 2271.40 ft. along a bearing of S 00-39-55 W; thence a distance of 1287.47 ft. along a bearing of S 89-34-58 W; thence a distance of 1269.67 ft. along a bearing of S 00-28-26 E; thence a distance of 52.94 ft. along a bearing of S 15-32-45 E; thence a distance of 484.44 ft. along a bearing of S 00-45-47 E; thence a distance of 92.52 ft. along a bearing of S 89-14-13 W; thence a distance of 87.88 ft. along a bearing of S 89-35-33 W; thence a distance of 60.28 ft. along a bearing of S 40-04-46 W; thence a distance of 213.05 ft. along a bearing of S 40-05-07 W; thence a distance of 633.46 ft. along a bearing of S 40-08-29 W; thence a distance of 120.16 ft. along a bearing of S 40-07-34 W; thence a distance of 491.26 ft. along a bearing of S 89-34-38 W; thence a distance of 41.92 ft. along a bearing of S 32-27-29 W; thence a distance of 169.51 ft. along a bearing of S 00-44-22 E; thence a distance of 222.64 ft. along a bearing of S 00-44-24 E; thence a distance of 43.18 ft. along a bearing of S 58-00-44 W; thence a distance of 36.88 ft. along a bearing of S 89-48-21 E; thence a distance of 153.51 ft. along a bearing of S 00-37-47 E; thence a distance of 104.26 ft. along a bearing of S

00-57-42 E; thence a distance of 199.90 ft. along a bearing of S 00-58-03 E; thence a distance of 48.72 ft. along a bearing of S 72-22-43 W; thence a distance of 61.96 ft. along a bearing of N 88-36-46 W; thence a distance of 31.84 ft. along a bearing of S 78-54-38 W; thence a distance of 273.27 ft. along a bearing of S 73-34-46 W; thence a distance of 62.30 ft. along a bearing of S 73-33-54 W; thence a distance of 115.30 ft. along a bearing of S 07-43-34 W; thence a distance of 156.94 ft. along a bearing of S 73-51-37 W; thence a distance of 25.70 ft. along a bearing of S 72-26-47 W; thence a distance of 170.55 ft. along a bearing of S 71-59-00 W; thence a distance of 130.01 ft. along a bearing of S 18-54-19 E; thence a distance of 53.50 ft. along a bearing of S 89-19-50 W; thence a distance of 109.25 ft. along a bearing of S 00-21-38 E; thence a distance of 218.88 ft. along a bearing of S 00-28-28 E; thence a distance of 100.76 ft. along a bearing of S 00-38-23 E; thence a distance of 92.04 ft. along a bearing of S 01-47-24 E; thence a distance of 76.07 ft. along a bearing of N 88-57-52 E; thence a distance of 146.33 ft. along a bearing of N 89-07-08 E; thence a distance of 79.14 ft. along a bearing of S 40-00-09 W; thence a distance of 124.45 ft. along a bearing of S 39-31-05 W; thence a distance of 783.67 ft. along a bearing of S 88-26-13 W; thence a distance of 153.84 ft. along a bearing of S 72-41-55 W; thence a distance of 1481.62 ft. along a bearing of S 40-23-46 W; thence a distance of 134.27 ft. along a bearing of S 01-04-01 E; thence a distance of 333.75 ft. along a bearing of S 00-17-23 E; thence a distance of 324.26 ft. along a bearing of S 00-31-09 E; thence a distance of 227.52 ft. along a bearing of S 00-48-10 E; thence a distance of 64.27 ft. along a bearing of S 40-39-42 W; thence a distance of 484.76 ft. along a bearing of S 41-28-00 W;thence a distance of 85.70 ft. along a bearing of S 43-02-58 W; thence a distance of 1575.32 ft. along a bearing of S89-53-11 W; thence a distance of 615.20 ft. along a bearing of S 00-53-26 E; thence a distance of 672.94 ft. along a bearing of N 89-58-05 E; thence a distance of 412.36 ft. along a bearing of S 01-20-46 E; thence a distance of 41.21 ft. along a bearing of S 39-20-18 W; thence a distance of 777.47 ft. along a bearing of S 85-39-59 W; thence a distance of 538.79 ft. along a bearing of S 38-00-47 W; thence a distance of 679.59 ft. along a bearing of S 37-53-02 W; thence a distance of 111.15 ft. along a bearing of N 64-33-32 W; thence a distance of 184.90 ft. along a bearing of S05-39-52 W; thence a distance of 264.62 ft. along a bearing of S 05-34-14 W; thence a distance of 56.94 ft. along a bearing of S 04-39-33 W; thence a distance of 265.90 ft. along a bearing of S 04-42-20 W; thence a distance of 240.12 ft. along a bearing of S 04-06-17 W; thence a distance of 119.80 ft. along a bearing of S 04-02-20 W; thence a distance of 106.99 ft. along a bearing of S 03-51-07 W; thence a distance of 122.36 ft. along a bearing of S 04-25-24 W; thence a distance of 356.09 ft. along a bearing of S 04-29-23 W; thence a distance of 116.82 f along a bearing of S 05-00-11 W; thence a distance of 120.20 ft. along a bearing of S 04-58-53 W; thence a distance of 115.15 ft. along a bearing of S 04-47-41 W; thence a distance of 119.79 ft. along a bearing of S 04-47-18 W; thence a distance of 282.26 ft. along a bearing of S 04-50-22 W; thence a distance of 777.75 ft. along a bearing of S 77-17-22 W; thence a distance of 646.50 ft. along a bearing of S 00-11-38 E; thence a distance of 415.81 ft. along a bearing of S 89-48-38 E; thence a distance of 327.26 ft. along a bearing of S 00-26-16 E; thence a distance of 289.06 ft. along a bearing of S 82-16-16 W; thence a distance of 32.13 ft. along a bearing of S 00-33-26 E; thence a distance of 79.38 ft. along a bearing of S 00-27-04 E; thence a distance of 71.50 ft. along a bearing of S 00-27-03 E; thence a distance of 124.44 ft. along a bearing of N 83-25-29 E; thence a distance of 64.38 ft. along a bearing of S 00-26-42 E; thence a distance of 91.75 ft. along a bearing of S 00-25-46 E; thence a distance of

172.62 ft. along a bearing of N 83-28-19 E; thence a distance of 147.33 ft. along a bearing of N 83-28-19 E; thence a distance of 106.04 ft. along a bearing of S 04-13-31 W; thence a distance of 77.86 ft. along a bearing of S 04-27-57 W; thence a distance of 24.29 ft. along abearing of N 84-41-08 E; thence a distance of 103.76 ft. along a bearing of S 04-56-29 W; thence a distance of 117.30 ft.along a bearing of S 04-53-25 W; thence a distance of 146.19 ft. along a bearing of S 64-08-49 W; thence a distance of50.56 ft. along a bearing of S 82-28-15 W; thence a distance of 277.02 ft. along a bearing of S 82-27-18 W; thence a distance of 100.67 ft. along a bearing of S 82-30-32 W; thence a distance of 381.13 ft. along a bearing of S 00-21-59 E; thence a distance of 59.00 ft. along a bearing of S 00-25-29 E; thence a distance of 75.75 ft. along a bearing of S 00-28-22 E; thence a distance of 83.88 ft. along a bearing of S 00-23-03 E; thence a distance of 370.63 ft. along a bearing of S 00-12-10 E; thence a distance of 80.63 ft. along a bearing of S 00-21-19 E; thence a distance of 473.47 ft. along a bearing of S 77-55-50 E; thence a distance of 141.08 ft. along a bearing of S 05-43-15 W; thence a distance of 449.36 ft. along a bearing of N 83-54-00 W; thence a distance of 469.15 ft. along a bearing of S 00-37-33 E; thence a distance of 342.25 ft. along a bearing of S 00-00-38 E; thence a distance of 127.04 ft. along a bearing of S 53-53-08 E; thence a distance of 63.69 ft. along a bearing of S 57-52-10 W; thence a distance of 104.76 ft. along a bearing of S 00-57-26 E; thence a distance of 78.26 ft. along a bearing of S 00-46-41 E; thence a distance of 76.76 ft. along a bearing of S 00-50-23 E; thence a distance of 84.51 ft. along a bearing of S 00-50-51 E; thence a distance of 73.63 ft. along a bearing of S 00-52-32 E; thence a distance of 530.81 ft. along a bearing of S 00-51-00 E; thence a distance of 400.79 ft. along a bearing of S 00-51-28 E; thence a distance of 316.28 ft. along a bearing of S 00-50-57 E; thence a distance of 234.47 ft. along a bearing of S 04-38-06 W; thence a distance of 32.97 ft. along a bearing of S 27-17-24 W; thence a distance of 471.75 ft. along a bearing of S 26-29-01 W; thence a distance of 43.41 ft. along a bearing of S 17-04-42 W; thence a distance of 127.63 ft. along a bearing of S 06-43-17 W; thence a distance of 46.50 ft. along a bearing of S 00-46-12 E; thence a distance of 754.50 ft. along a bearing of S 89-49-45 W; thence a distance of 313.06 ft. along a bearing of S 63-56-47 W; thence a distance of 676.64 ft. along a bearing of S 00-25-24 E; thence a distance of 510.72 ft. along a bearing of S 01-06-28 E; thence a distance of 683.25 ft. along a bearing of N 89-54-58 W; thence a distance of 323.63 ft. along a bearing of S 00-05-19 E; thence a distance of 278.27 ft.along a bearing of S 00-42-28 E; thence a distance of 216.14 ft. along a bearing of S 00-41-45 E; thence a distance of156.78 ft. along a bearing of N 72-01-38 W; thence a distance of 176.80 ft. along a bearing of N 79-07-09 W; thence a distance of 296.68 ft. along a bearing of N 86-29-5' W; thence a distance of 123.83 ft. along a bearing of S 09-51-08 E; thence a distance of 506.16 ft. along a bearing of S 00-41-36 W; thence a distance of 459.97 ft. along a bearing of N 89-18-54 E; thence a distance of 159.78 ft. along a bearing of N 01-05-54 E; thence a distance of 361.60 ft. along a bearing of N 89-07-43 E; thence a distance of 80.37 ft. along a bearing of N 15-42-02 E; thence a distance of 228.55 ft. along a bearing of S 47-22-58 E; thence a distance of 209.04 ft. along a bearing of S 82-14-00 E; thence a distance of 272.83 ft. along a bearing of S 26-48-42 E; thence a distance of 370.38 ft. along a bearing of N 89-44-55 E; thence a distance of 20.06 ft. along a bearing of N 36-30-47 W; thence a distance of 40.69 ft. along a bearing of N 54-30-12 W; thence a distance of 26.74 ft. along a bearing of N 36-55-24 W; thence a distance of 20.92 ft. along a bearing of N 24-43-38 W; thence a distance of 19.10 ft. along a bearing of N 17-07-49 W; thence a distance of 99.11 ft. along a bearing of N 08-05-03 W, thence

a distance of 148.74 ft. along a bearing of N 14-30-12 E; thence a distance of 106.86 ft. along a bearing of N 35-22-55 W; thence a distance of 394.64 ft. along a bearing of N 01-30-23 W; thence a distance of 114.26 ft. along a bearing of N 40-24-27 E; thence a distance of 24.46 ft. along a bearing of N 85-18-34 E; thence a distance of 19.44 ft. along a bearing of N 88-53-41 E; thence a distance of 30.67 ft. along a bearing of S 79-11-38 E; thence a distance of 26.75 ft. along a bearing of N 89-11-49 E; thence a distance of 100.30 ft. along a bearing of S 82-28-51 E; thence a distance of 43.28 ft. along a bearing of S 88-00-49 E; thence a distance of 38.35 ft. along a bearing of N 76-37-14 E; thence a distance of 27.39 ft. along a bearing of N 85-48-43 E; thence a distance of 27.47 ft. along a bearing of N 87-23-29 E; thence a distance of 26.88 ft. along a bearing of N 88-56-03 E; thence a distance of 81.54 ft. along a bearing of S 84-11-36 E; thence a distance of 48.75 ft. along a bearing of S 72-32-27 E; thence a distance of 30.11 ft. along a bearing of S 79-42-59 E; thence a distance of 20.86 ft. along a bearing of S 74-42-53 E; thence a distance of 194.78 ft. along a bearing of N 00-59-34 W; thence a distance of 26.11 ft. along a bearing of N 17-41-52 E; thence a distance of 94.64 ft. along a bearing of N 04-16-47 E; thence a distance of 79.65 ft. along a bearing of S 77-40-34 E; thence a distance of 20.53 ft. along a bearing of N 03-08-28 E; thence a distance of 75.81 ft. along a bearing of S 77-54-43 E; thence a distance of 186.70 ft. along a bearing of N 02-38-52 E; thence a distance of 226.63 ft. along a bearing of S 80-05-27 E; thence a distance of 106.97 ft. along a bearing of S 88-39-39 E; thence a distance of 101.86 ft. along a bearing of N 02-38-16 W; thence a distance of 209.58 ft. along a bearing of N 02-31-47 W; thence a distance of 160.90 ft. along a bearing of N 02-29-36 W; thence a distance of 63.88 ft. along a bearing of N 20-23-08 W; thence a distance of 64.13 ft. along a bearing of N 50-15-32 W; thence a distance of 49.69 ft. along a bearing of N 36-52-12 E; thence a distance of 159.81 ft. along a bearing of N 39-44-53 E; thence a distance of 113.08 ft. along a bearing of N 34-46-45 E; thence a distance of 126.36 ft. along a bearing of N 30-10-00 E; thence a distance of 42.32 ft. along a bearing of N 31-43-06 E; thence a distance of 76.85 ft. along a bearing of S 66-18-43 E; thence a distance of 190.41 ft. along a bearing of N 82-25-04 E; thence a distance of 147.81 ft. along a bearing of N 82-22-12 E; thence a distance of 78.07 ft. along a bearing of N 82-21-47 E; thence a distance of 154.35 ft. along a bearing of N 07-56-11 W; thence a distance of 69.05 ft. along a bearing of N 83-39-35 E; thence a distance of 202.05 ft. along a bearing of N 01-19-46 E; thence a distance of 102.27 ft. along a bearing of N 01-03-02 E; thence a distance of 157.90 ft. along a bearing of N 01-02-36 E; thence a distance of 50.38 ft. along a bearing of N 00-59-42 E; thence a distance of 88.26 ft along a bearing of N 01-03-18 E; thence a distance of 75.00 ft. along a bearing of S 82-14-29 W; thence a distance of 113.79 ft. along a bearing of S 82-14-05 W; thence a distance of 14.86 ft. along a bearing of N 79-49-28 W; thence a distance of 148.50 ft. along a bearing of N 12-14-47 E; thence a distance of 79.40 ft. along a bearing of N 38-13-23 E; thence a distance of 96.38 ft. along a bearing of N 82-14-54 E; thence a distance of 418.22 ft. along a bearing of N 82-10-00 E; thence a distance of 316.90 ft. along a bearing of N 00-39-20 W; thence a distance of 202.51 ft. along a bearing of N 00-39-15 W; thence a distance of 72.00 ft. along a bearing of N 89-30-10 E; thence a distance of 42.55 ft. along a bearing of N 02-46-42 W; thence a distance of 98.13 ft. along a bearing of N 00-32-51 W; thence a distance of 103.38 ft. along a bearing of N 00-45-43 W; thence a distance of 56.76 ft. along a bearing of N 01-11-55 W; thence a distance of 55.69 ft. along a bearing of S 89-52-17 W; thence a distance of 170.47 ft. along a bearing of N 05-15-33 E; thence a distance of 35.88 ft. along a bearing of N

89-48-01 E; thence a distance of 110.60 ft. along a bearing of N 03-37-44 E; thence a distance of 225.71 ft. along a bearing of N 03-39-06 E; thence a distance of 75.56 ft. along a bearing of N 89-48-38 E; thence a distance of 87.13 ft. along a bearing of N 89-40-16 E; thence a distance of 150.06 ft. along a bearing of N 89-45-41 E; thence a distance of 1277.92 ft. along a bearing of N 89-31-45 E; thence a distance of 352.25 ft. along a bearing of N 10-15-04 W; thence a distance of 74.25 ft. along a bearing of N 24-37-25 W; thence a distance of 74.16 ft. along a bearing of N 52-23-46 W; thence a distance of 231.03 ft. along a bearing of N 61-42-31 W; thence a distance of 93.41 ft. along a bearing of N 46-19-42 W; thence a distance of 94.91 ft. along a bearing of N 21-48-05 W; thence a distance of 61.89 ft. along a bearing of N 03-52-46 W; thence a distance of 122.60 ft. along a bearing of N 48-29-33 E; thence a distance of 358.25 ft. along a bearing of N 04-31-58 E; thence a distance of 472.77 ft. along a bearing of N 88-34-33 W; thence a distance of 18.14 ft. along a bearing of N 11-55-46 W; thence a distance of 389.86 ft. along a bearing of N 04-04-21 E; thence a distance of 31.84 ft. along a bearing of N 32-00-19 E; thence a distance of 31.45 ft. along a bearing of N 03-59-18 W; thence a distance of 208.73 ft. along a bearing of N 20-12-53 W; thence a distance of 81.33 ft. along a bearing of N 10-21-36 W; thence a distance of 33.64 ft. along a bearing of N 01-35-49 W; thence a distance of 53.84 ft. along a bearing of N 05-07-41 E; thence a distance of 60.50 ft. along a bearing of N 13-48-24 E; thence a distance of 44.85 ft. along a bearing of N 21-24-57 E; thence a distance of 52.11 ft. along a bearing of N 24-17-25 E; thence a distance of 73.99 ft. along a bearing of N 15-59-07 E; thence a distance of 82.03 ft. along a bearing of N 10-37-30 E; thence a distance of 142.38 ft. along a bearing of N 04-48-35 E; thence a distance of 39.46 ft. along a bearing of N 03-48-51 W; thence a distance of 35.51 ft. along a bearing of N 10-51-18 W; thence a distance of 50.22 ft. along a bearing of N 18-30-09 W; thence a distance of 259.17 ft. along a bearing of S 82-34-24 E; thence a distance of 169.29 ft. along a bearing of S 88-43-51 E; thence a distance of 204.27 ft. along a bearing of S 82-43-22 E; thence a distance of 317.19 ft. along a bearing of N 04-06-47 E; thence a distance of 799.84 ft. along a bearing of S 85-37-02 W; thence a distance of 74.85 ft. along a bearing of N 04-27-13 E; thence a distance of 75.72 ft. along a bearing of N 04-24-08 E; thence a distance of 71.46 ft. along a bearing of N 04-24-51 E; thence a distance of 75.85 ft. along a bearing of N 04-23-42 E; thence a distance of 80.87 ft. along a bearing of N 04-25-58 E; thence a distance of 67.42 ft. along a bearing of S 86-48-41 W; thence a distance of 92.72 ft. along a bearing of N 28-38-18 W; thence a distance of 226.59 ft. along a bearing of N 21-06-53 E; thence a distance of 202.99 ft. along a bearing of N 83-29-39 E; thence a distance of 75.08 ft. along a bearing of N 52-48-55 E; thence a distance of 74.33 ft. along a bearing of N 34-10-16 E; thence a distance of 40.91 ft. along a bearing of N 36-14-23 E; thence a distance of 31.42 ft. along a bearing of N 23-11-55 E; thence a distance of 34.94 ft. along a bearing of N 10-18-17 E; thence a distance of 41.95 ft. along a bearing of N 07-06-14 E; thence a distance of 21.79 ft. along a be aring of N 07-05-03 E; thence a distance of 83.84 ft. along a bearing of N 12-50-04 E; thence a distance of 41.29 ft. along a bearing of N 06-46-51 E; thence a distance of 45.88 ft. along a bearing of N 00-23-25 E; thence a distance of 44.67 ft. along a bearing of N 05-03-24 W; thence a distance of 62.52 ft. along a bearing of N 24-15-33 W; thence a distance of 30.87 ft. along a bearing of N 47-08-00 W; thence a distance of 31.03 ft. along a bearing of N 71-12-00 W; thence a distance of 31.12 ft. along a bearing of S 84-55-50 W; thence a distance of 42.27 ft. along a bearing of S 59-02-10 W; thence a distance of 27.92 ft. along a bearing of S 42-22-07 W; thence a distance of

51.02 ft. along a bearing of S 25-18-34 W; thence a distance of 26.23 ft. along a bearing of S 14-37-57 W; thence a distance of 72.11 ft. along a bearing of S 03-10-47 W; thence a distance of 50.20 ft. along a bearing of S 09-36-11 E; thence a distance of 179.18 ft. along a bearing of N 54-13-31 W thence a distance of 54.06 ft. along a bearing of N 72-30-28 W; thence a distance of 110.82 ft. along a bearing of N 02-00-14 E; thence a distance of 55.25 ft. along a bearing of N 12-48-36 E; thence a distance of 54.93 ft. along a bearing of N 29-53-26 E; thence a distance of 422.51 ft. along a bearing of N 75-10-20 E; thence a distance of 752.33 ft. along a bearing of N 05-23-46 E; thence a distance of 444.63 ft. along a bearing of N 83-16-03 E; thence a distance of 40.41 ft. along a bearing of N 05-03-29 E; thence a distance of 66.93 ft. along a bearing of S 83-01-39 W; thence a distance of 1024.01 ft. along a bearing of N 10-15-45 W; thence a distance of 212.80 ft. along a bearing of N 11-01-22 W; thence a distance of271.26 ft. along a bearing of N 64-09-19 W; thence a distance of 400.66 ft. along a bearing of N 24-29-10 E; thence a distance of 166.36 ft. along a bearing of N 07-39-52 W; thence a distance of 820.09 ft. along a bearing of N 85-36-42 E; thence a distance of 94.83 ft. along a bearing of N 50-27-20 W; thence a distance of 434.55 ft. along a bearing of N 00-54-23 W; thence a distance of 744.25 ft. along a bearing of S 89-50-11 W; thence a distance of 231.16 ft. along a bearing of N 01-00-25 W; thence a distance of 224.69 ft. along a bearing of N 89-46-37 E; thence a distance of 106.28 ft. along a bearing of N 01-18-51 W; thence a distance of 25.38 ft. along a bearing of N 01-16-12 W; thence a distance of 299.50 ft. along a bearing of S 89-45-39 E; thence a distance of 195.08 ft. along a bearing of N 01-35-50 W; thence a distance of 215.77 ft. along a bearing of S 89-14-12 E; thence a distance of 704.15 ft. along a bearing of N 02-13-23 W; thence a distance of 318.75 ft. along a bearing of S 89-54-36 E; thence a distance of 286.63 ft. along a bearing of S 89-48-00 E; thence a distance of 298.57 ft. along a bearing of S 89-45-36 E; thence a distance of 107.56 ft. along a bearing of S 89-40-01 E; thence a distance of 258.85 ft. along a bearing of S 01-34-38 E; thence a distance of 869.26 ft. along a bearing of N 86-09-57 E; thence a distance of 203.52 ft. along a bearing of N 00-45-24 W; thence a distance of 24.06 ft. along a bearing of N 85-49-46 E; thence a distance of 658.53 ft. along a bearing of N 00-33-36 W; thence a distance of 662.65 ft. along a bearing of N 00-26-55 W; thence a distance of 308.26 ft. along a bearing of N 89-27-56 E; thence a distance of 1313.63 ft. along a bearing of N 00-01-58 W; thence a distance of 329.96 ft. along a bearing of N 89-19-38 E; thence a distance of 632.54 ft. along a bearing of N 89-20-36 E; thence a distance of 658.13 ft. along a bearing of N 00-18-37 W; thence a distance of 159.49 ft. along a bearing of S 37-31-00 E; thence a distance of 650.03 ft. along a bearing of N 89-29-35 E; thence a distance of 538.27 ft. along a bearing of N 89-32-03 E; thence a distance of 73.73 ft. along a bearing of N 52-15-56 E; thence a distance of 758.54 ft. along a bearing of N 00-33-42 W; thence a distance of 469.43 ft. along a bearing of N 00-53-33 W, thence a distance of 185.39 ft. along a bearing of N 00-49-50 W; thence a distance of 111.39 ft. along a bearing of N 00-50-09 W; thence a distance of 173.38 ft. along a bearing of N 15-16-43 E; thence a distance of 102.05 ft. along a bearing of N 70-54-37 E; thence a distance of 159.05 ft. along a bearing of N 69-08-37 E; thence a distance of 175.94 ft. along a bearing of N 62-40-46 E; thence a distance of 49.79 ft. along a bearing of S 04-40-48 E; thence a distance of 256.37 ft. along a bearing of N 54-09-20 E; thence a distance of 175.80 ft. along a bearing of N 48-23-12 E; thence a distance of 65.13 ft. along a bearing of S 89-40-12 W; thence a distance of 31.45 ft. along a bearing of N49-55-03 E; thence a distance of 93.93 ft. along a bearing of N 49-48-14 E; thence a distance of 106.26 ft. along a bearing of N

52-27-22 E; thence a distance of 334.55 ft. along a bearing of N 49-28-40 E; thence a distance of 241.93 ft. along a bearing of N 37-13-52 E; thence a distance of 754.81 ft. along a bearing of N 00-44-07 W; thence a distance of 30.57 ft. along a bearing of N 12-16-29 W; thence a distance of 142.53 ft. along a bearing of N 88-47-38 E; thence a distance of 738.66 ft. along a bearing of N 40-50-54 E; thence a distance of 186.00 ft. along a bearing of N 00-19-38 W; thence a distance of 257.50 ft. along a bearing of N 00-18-21 W; thence a distance of 203.80 ft. along a bearing of N 39-20-15 E; thence a distance of 210.88 ft. along a bearing of N 40-38-57 E; thence a distance of 33.00 ft. along a bearing of N 89-33-57 E; thence a distance of 61.13 ft. along a bearing of N 89-38-55 E; thence a distance of 37.53 ft. along a bearing of S 46-25-01 E; thence a distance of 17.24 ft. along a bearing of S 44-42-22 W; thence a distance of 103.50 ft. along a bearing of S 44-51-12 E; thence a distance of 44.61 ft. along a bearing of S 39-05-10 E; thence a distance of 389.30 ft. along a bearing of S 35-44-12 E; thence a distance of 81.50 ft. along a bearing of N 00-21-05 W; thence a distance of 391.00 ft. along a bearing of S 90-00-00 E; thence a distance of 94.13 ft. along a bearing of S 44-56-46 E; thence a distance of 231.30 ft. along a bearing of N 70-45-08 E; thence a distance of 59.70 ft. along a bearing of N 88-40-49 W; thence a distance of 118.69 ft. along a bearing of N 75-40-16 E; thence a distance of 167.26 ft. along a bearing of N 82-36-53 E; thence a distance of 430.10 ft. along a bearing of N 89-16-02 E; thence a distance of 319.02 ft. along a bearing of N 00-38-23 W; thence a distance of 1216.00 ft. along a bearing of N 89-51-31 E; thence a distance of 126.80 ft. along a bearing of N 55-03-24 E; thence a distance of 273.10 ft. along a bearing of N 54-52-37 E; thence a distance of 8.23 ft. along a bearing of N 30-04-07 W; thence a distance of 570.45 ft. along a bearing of N 58-11-51 E; thence a distance of 8.23 ft. along a bearing of S 30-04-07 E;thence a distance of 157.38 ft. along a bearing of N 48-05-26 E; thence a distance of 717.76 ft. along a bearing of N 00-20-39 W; thence a distance of 796.13 ft. along a bearing of N 89-45-58 W; thence a distance of 419.64 ft. along abearing of N 00-24-04 W; thence a distance of 392.26 ft. along a bearing of N 00-24-06 W; thence a distance of 245.76 ft. along a bearing of N 00-22-44 W; thence a distance of 242.75 ft. along a bearing of N 00-19-28 W; thence a distance of 75.04 ft. along a bearing of N 75-14-04 W; thence a distance of 259.85 ft. along a bearing of N 10-21-02 E; thence a distance of 337.16 ft. along a bearing of N 10-03-07 W; thence a distance of 546.40 ft. along a bearing of N 31-53-52 E; thence a distance of 59.45 ft. along a bearing of N 10-14-05 W; thence a distance of 80.32 ft. along a bearing of S 89-06-30 E; thence a distance of 76.97 ft. along a bearing of N 12-59-53 E; thence a distance of 113.88 ft. along a bearing of N 00-13-12 W; thence a distance of 1015.57 ft. along a bearing of S 89-47-18 E; thence a distance of 14.94 ft. along a bearing of S 89-31-14 E; thence a distance of 523.89 ft. along a bearing of N 00-28-16 W; thence a distance of 96.13 ft. along a bearing of N 00-13-25 E; thence a distance of 69.88 ft. along a bearing of N 00-21-31 W; thence a distance of 66.63 ft. along a bearing of N 00-22-34 W; thence a distance of 67.63 ft. along a bearing of N 00-15-53 W; thence a distance of 76.63 ft. along a bearing of N 00-08-25 W; thence a distance of 71.63 ft. along a bearing of N 00-33-00 W; thence a distance of 74.88 ft. along a bearing of N 00-11-29 W; thence a distance of 81.50 ft. along a bearing of N 00-15-49 W; thence a distance of 100.38 ft. along a bearing of N 00-23-33 W; thence a distance of 146.68 ft. along a bearing of N 09-17-37 W; thence a distance of 578.00 ft. along a bearing of N 57-59-26 E; thence a distance of 80.87 ft. along a bearing of N 57-08-42 E; thence a distance of 124.27 ft. along a bearing of N 60-28-10 E; thence a distance of 62.27 ft. along a bearing of N 63-32-16 E; thence a distance of

120.45 ft. along a bearing of N 65-44-08 E; thence a distance of 130.81 ft. along a bearing of N 69-28-11 E; thence a distance of 47.61 ft. along a bearing of N 74-28-04 E; thence a distance of 68.59 ft. along a bearing of N 76-56-20 E; thence a distance of 68.60 ft. along a bearing of N 79-42-50 E; thence a distance of 45.68 ft. along a bearing of N 82-08-10 E; thence a distance of 71.75 ft. along a bearing of N 82-47-40 E; thence a distance of 90.26 ft. along a bearing of N 85-37-54 E; thence a distance of 135.16 ft. along a bearing of N 01-17-54 E; thence a distance of 1137.79 ft. along a bearing of N 01-18-00 E; thence a distance of 224.31 ft. along a bearing of N 01-17-36 E; thence a distance of 217 .68 ft. along a bearing of N 01-17-59 E; thence a distance of 111.15 ft. along a bearing of N 01-17-20 E; thence a distance of 325.75 ft. along a bearing of N 00-09-54 W; thence a distance of 125.55 ft. along a bearing of N 01-37-34 W; thence a distance of 181.01 ft. along a bearing of N 24-33-54 E; thence a distance of 254.67 ft. along a bearing of N 24-49-45 E; thence a distance of 86.67 ft. along a bearing of S 64-49-15 E; thence a distance of 379.21 ft. along a bearing of N 24-09-26 E; thence a distance of 13.63 ft. along a bearing of N 23-30-33 E; thence a distance of 119.63 ft. along a bearing of N 89-24-05 E; thence a distance of 188.95 ft. along a bearing of N 89-19-04 E; thence a distance of 58.88 ft. along a bearing of N 89-23-30 E; thence a distance of 669.92 ft. along a bearing of N 88-59-42 E; thence a distance of 331.88 ft. along a bearing of N 01-35-11 W; thence a distance of 87.91 ft. along a bearing of N 16-18-33 W; thence a distance of 173.85 ft. along a bearing of N 30-07-23 W; thence a distance of 86.27 ft. along a bearing of N 29-56-44 W; thence a distance of 84.24 ft. along a bearing of N 28-00-36 W; thence a distance of 27.44 ft. along a bearing of N 15-02-57 W; thence a distance of 68.11 ft. along a bearing of N 09-08-02 W; thence a distance of 58.23 ft. along a bearing of N 06-17-09 W; thence a distance of 170.12 ft. along a bearing of N 77-10-44 W; thence a distance of 83.37 ft. along a bearing of N 76-28-27 W; thence a distance of 8.75 ft. along a bearing of N 01-13-39 W; thence a distance of 76.45 ft. along a bearing of N 36-17-21 W; thence a distance of 240.57 ft. along a bearing of S 89-29-38 E; thence a distance of 82.21 ft. along a bearing of N 52-19-11 E; thence a distance of 124.15 ft. along a bearing of N 10-21-14 W; thence a distance of 447.38 ft. along a bearing of N 00-05-17 W; thence a distance of 422.88 ft. along a bearing of N 81-31-04 E; thence a distance of 614.21 ft. along a bearing of N 01-30-58 W; thence a distance of 55.26 ft. along a bearing of N 88-57-47 E; thence a distance of 211.65 ft. along a bearing of N 00-49-45 W; thence a distance of 311.42 ft. along a bearing of N 89-02-03 E; thence a distance of 492.69 ft. along a bearing of S 89-53-54 E; thence a distance of 359.38 ft. along a bearing of N 00-20-20 W; thence a distance of 149.07 ft. along a bearing of S 89-39-49 W; thence a distance of 293.28 ft. along a bearing of N 00-50-33 W; thence a distance of 532.15 ft. along a bearing of N 00-34-43 W; thence a distance of 151.06 ft. along a bearing of N 89-42-56 E; thence a distance of 97.13 ft. along a bearing of N 00-02 .3 E; thence a distance of 70.00 ft. along a bearing of N 00-09-12 E; thence a distance of 427.76 ft. along a bearing of N 00-26-37 E; thence a distance of 126.39 ft. along a bearing of N 31-04-49 E; thence a distance of 593.03 ft. along a bearing of N 00-33-42 E; thence a distance of 255.33 ft. along a bearing of N 83-15-09 E; thence a distance of 598.01 ft. along a bearing of N 00-15-27 E; thence a distance of 332.30 ft. along a bearing of N 89-01-48 E; thence a distance of 1519.01 ft. along a bearing of N 00-13-09 W; thence a distance of 118.88 ft. along a bearing of N 00-37-57 W; thence a distance of 272.56 ft. along a bearing of N 90-00-00 W; thence a distance of 58.92 ft. along a bearing of S 87-41-24 W; thence a distance of 81.95 ft. along a bearing of N 16-04-17 E; thence a distance of 610.18 ft. along a bearing of N

00-47-32 E; thence a distance of 52.25 ft. along a bearing of N 00-28-47 E; thence a distance of 608 65 ft. along a bearing of N 00-28-57 E; thence a distance of 58.86 ft. along a bearing of N 09-46-57 E; thence a distance of 195.01 ft. along a bearing of N 14-06-59 E; thence a distance of 76.23 ft. along a bearing of N 21-20-52 E; thence a distance of 166.31 ft. along a bearing of N 36-06-12 E; thence a distance of 93.86 ft. along a bearing of N 18-45-39 W; thence a distance of 73.36 ft. along a bearing of N 74-29-01 W; thence a distance of 63.14 ft. along a bearing of N 69-36-36 W; thence a distance of 201.56 ft. along a bearing of N 59-16-04 W; thence a distance of 141.28 ft. along a bearing of N 02-41-16 W; thence a distance of 206.88 ft. along a bearing of N 00-04-09 E; thence a distance of 101.00 ft. along a bearing of N 00-02-08 W; thence a distance of 97.50 ft. along a bearing of N 00-04-24 W; thence a distance of 44.44 ft. along a bearing of S 89-50-20 E; thence a distance of 102.38 ft. along a bearing of N 00-02-06 W; thence a distance of 54.04 ft. along a bearing of N 07-06-31 W; thence a distance of 125.63 ft. along a bearing of N 00-03-25 E; thence a distance of 189.50 ft. along a bearing of N 00-05-40 E; thence a distance of 52.22 ft. along a bearing of N 11-44-25 W; thence a distance of 138.88 ft. along a bearing of N 00-03-06 W; thence a distance of 30.02 ft. along a bearing of N 71-18-04 E; thence a distance of 115.00 ft. along a bearing of N 00-03-44 W; thence a distance of 120.50 ft. along a bearing of N 62-02-22 E; thence a distance of 60.88 ft. along a bearing of S 89-45-53 E; thence a distance of 267.38 ft. along a bearing of S 89-45-32 E; thence a distance of 945.40 ft. along a bearing of N 00-27-16 W; thence a distance of 62.26 ft. along a bearing of N 01-09-01 W; thence a distance of 206.88 ft. along a bearing of N 00-04-09 W; thence a distance of 58.75 ft. along a bearing of N 00-07-19 W; thence a distance of 68.00 ft. along a bearing of N 00-18-57 W; thence a distance of 140.38 ft. along a bearing of N 00-24-29 W; thence a distance of 71.02 ft. along a bearing of N 11-22-09 W; thence a distance of 179.38 ft. along a bearing of N 00-04-47 E; thence a distance of 70.50 ft. along a bearing of N 00-00-00 E; thence a distance of 247.91 ft. along a bearing of N 00-53-44 W; thence a distance of 245.88 ft. along a bearing of S 89-58-15 W; thence a distance of 73.13 ft. along a bearing of N 00-08-49 W; thence a distance of 267.25 ft. along a bearing of N 00-07-14 W; thence a distance of 65.13 ft. along a bearing of N 00-09-54 W; thence a distance of 324.25 ft. along a bearing of N 00-07-17 W; thence a distance of 245.75 ft. along a bearing of S 90-00-00 E; thence a distance of 328.63 ft. along a bearing of N 00-08-30 W; thence a distance of 325.50 ft. along a bearing of N 00-12-32 W; thence a distance of 245.75 ft. along a bearing of S 89-58-15 W; thence a distance of 80.56 ft. along a bearing of N 90-00-00 W; thence a distance of 265.25 ft. along a bearing of N 00-08-06 W; thence a distance of 63.03 ft. along a bearing of N 01-45-41 W; thence a distance of 591.88 ft. along a bearing of N 00-10-10 W; thence a distance of 57.77 ft. along a bearing of N 05-31-32 E; thence a distance of 265.75 ft. along a bearing of N 00-04-51 E; thence a distance of 68.00 ft. along a bearing of N 00-06-19 W; thence a distance of 260.63 ft. along a bearing of N 00-22-16 W; thence a distance of 67.26 ft. along a bearing of N 01-00-42 W; thence a distance of 265.88 ft. along a bearing of N 00-08-05 W; thence a distance of 65.50 ft. along a bearing of N 00-09-50 W; thence a distance of 251.13 ft. along a bearing of N 00-07-42 W to the POINT OF BEGINNING. Containing 1,948.045 acres more or less. the bearing structure shown herein is based on the North line of Lot 1, Block B, Tier 9 of E.R. Traffords Map of the Town of Sanford according to the plat thereof as recorded in Plat Book 1, Page 56 of the Public Records of Seminole County, Florida as being N 89-57-44 W (Assumed).

RESOLUTION NO. 98-R-180 SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, AT THEIR REGULARLY SCHEDULED MEETING OF August 25 **, 1998.**

WHEREAS, the Board of County Commissioners of Seminole County, Florida, (the "Board"), has determined that the United States Highway 17-92 Redevelopment Area, (the "Area"), as created and defined in Ordinance Numbers 97-54 and 97-55 and Resolution Numbers 97-R-120 and 97-R-130 is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, Florida Statutes (the "Act"); and

WHEREAS, the Board adopted Resolution 97-R-130 creating the United States Highway 17-92 Corridor Redevelopment Agency to exercise all powers conferred by the Act, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the Area; and

WHEREAS the Board enacted Ordinance Number 97-54 adopting the U.S. Highway 17-92 Corridor Redevelopment Plan for the Area; and

WHEREAS, the United States Highway 17-92 Corridor Redevelopment Agency has determined that it is necessary and desirable to change the boundaries of the Area; and

WHEREAS, the United States Highway 17-92 Corridor Redevelopment Agency has identified certain parcels for inclusion within the Area and recognizes that these identified

parcels have been recently studied in the reports titled "U.S. 17-92 Corridor, Seminole County Finding of a Necessity for a Community Redevelopment Area," dated May, 1997, "Fern Park Redevelopment Study Area Executive Summary," dated December, 1995, and "City of Casselberry Finding of Necessity Report for a Community Redevelopment Area," dated March, 1995; and

WHEREAS, the Board of County Commissioners has determined that these identified parcels meet the statutory definition of a blighted area and should properly be included within the U.S. Highway 17-92 Corridor Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

The Board of County Commissioners of Seminole County does hereby expressly find that the area of Seminole County described in Exhibit 1, attached hereto, and incorporated herein by reference, is a blighted area as defined in Section 163.340(8), Florida Statutes, and the rehabilitation and redevelopment of the area is necessary in the interest of the public health, safety, morals and welfare of the residents of Seminole County, Florida.

ADOPTED this 25th day of August, 1998.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
RANDALL MORRIS, CHAIRMAN

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

RG
8/3/98 17-92
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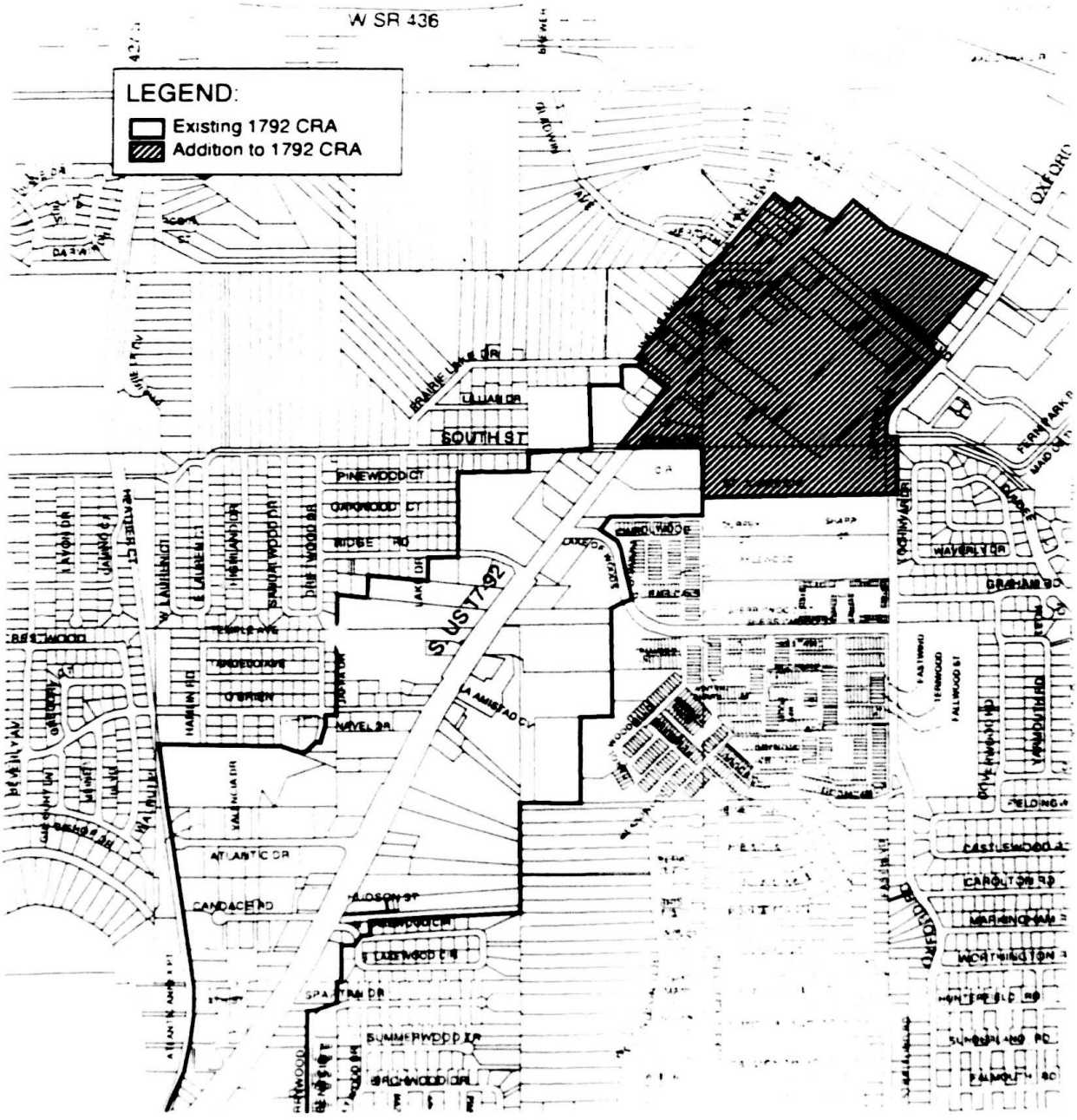
Exhibit 1
AREA DECLARED TO BE BLIGHTED BY BOARD RESOLUTION

AREAS TO BE DECLARED BLIGHTED



File Number: 2026-0185

Title:

Approve and authorize the Chairman to execute a Special Event Permit for the Seminole County Fair on Friday, March 27, 2026, through Sunday, April 5, 2026, located at 440 Hickman Drive, Sanford; (James E. Strates, Applicant). District5 - Herr **(Mike Rhodes, Interim Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Angi Gates/407-665-7465

Background:

The Applicant is requesting approval of a Special Event Permit for the Seminole County Fair. The Seminole County Fair will include rides, food and games consistent with a carnival, and is anticipated to attract approximately 1,000 attendees daily, and 150 guests at any given time.

Pursuant to Section 30.6.4.2 of the Seminole County Land Development Code (SCLDC), in approving a Special Event, the Board shall make a determination that the proposed event is reasonably compatible with the nearby existing development and does not pose an unreasonable safety or health risk for patrons or neighbors.

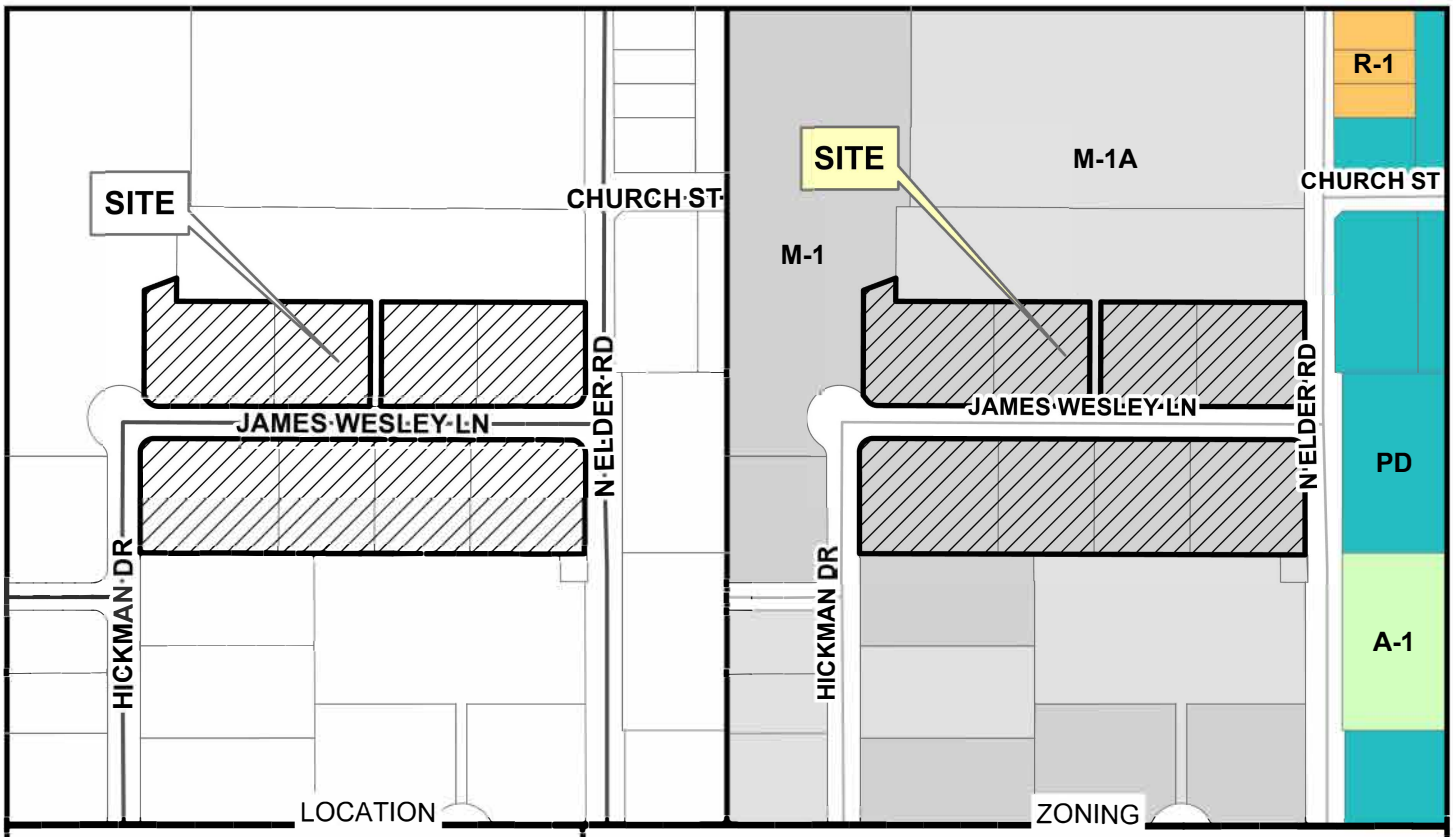
Staff finds that the application submitted for this request meets the requirements of SCLDC Section 30.6.4.2.a.(4), and due to the limited and temporary nature of the event, the security being provided, and the conditions imposed by the Special Event permit, the proposed event is reasonably compatible with surrounding uses and does not pose an unreasonable safety or health risk to patrons.

Requested Action:

Staff requests the Board of County Commissioners approve and authorize the

Chairman to execute a Seminole County Fair Special Event Permit for Friday, March 27, 2026, through Sunday, April 5, 2026, subject to Staff's recommendations included in the attached Special Event Permit.

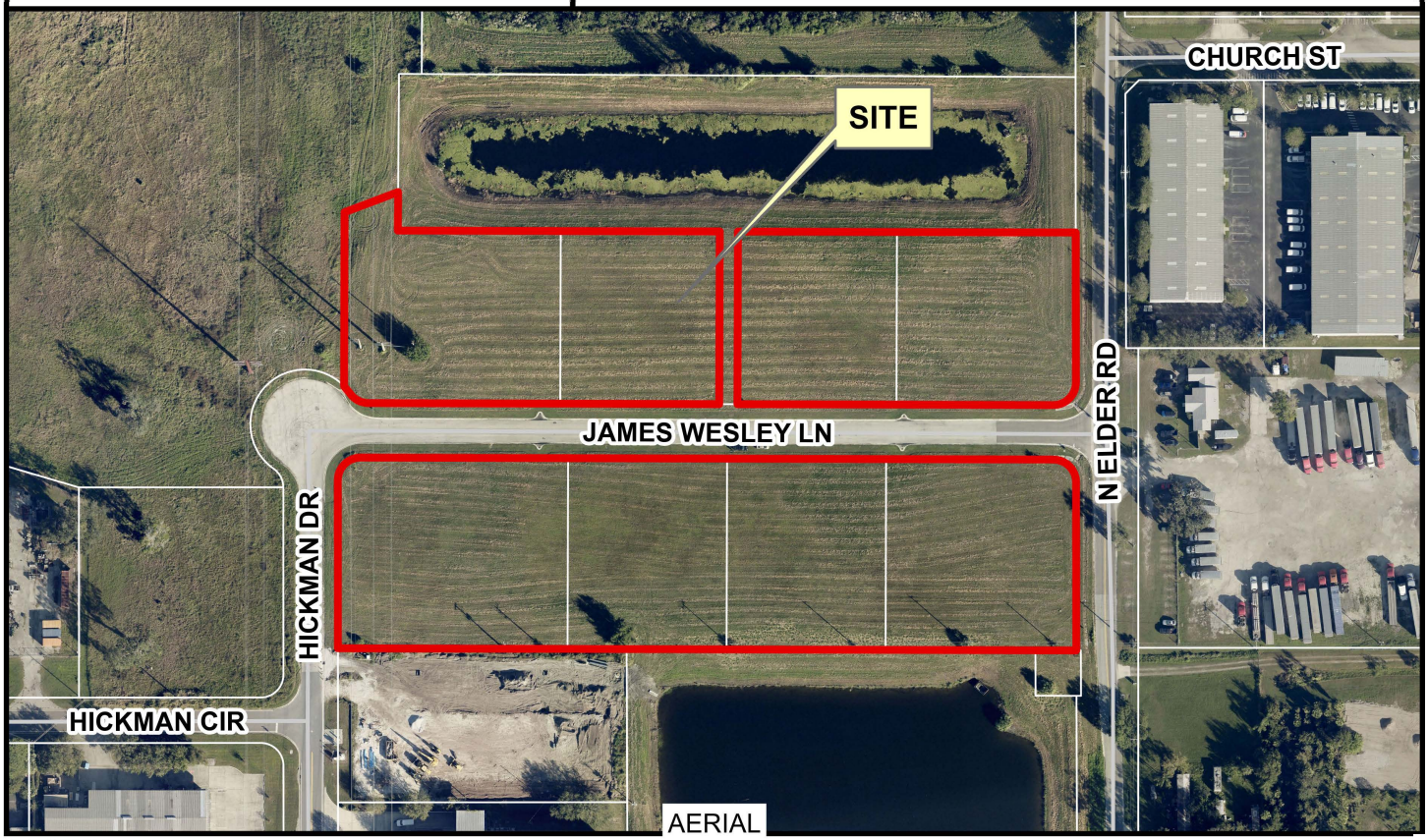
Note: The Special Event Permit Conditions of Approval (i.e., full details of the above conditions) are contained in the Special Event Permit in this Agenda Memorandum to be issued by Seminole County, if approved by the Board of County Commissioners.



2026 SEMINOLE COUNTY FAIR
SPACEPORT USA INC
SPECIAL EVENT PERMIT
JAMES WESLEY LN
SANFORD, FL 32771
PARCEL: 20-19-30-5TB-0000-0010 +

SEMINOLE COUNTY BCC
MARCH 24, 2026

- A-1
- R-1
- M-1A
- M-1
- PD



Date: 2/6/2026

Path: S:\Projects\Routine Processes\FLUzone\PLANNINGMapsOTHER\2026_standardmaps\SeminoleCountyFair2026_SpecialEvent\SeminoleCountyFair2026_SpecialEvent\SeminoleCountyFair2026_SpecialEvent.ap

Name: 2026SeminoleCountyFa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Kendall Johnson Inc 109 Pheasant Run Newtown PA 18940	**CONTACT NAME:** Sam Ryan **PHONE (A/C, No, Ext):** 215-968-4741 **FAX (A/C, No):** 215-968-0973 **E-MAIL ADDRESS:** info@jkj.com
INSURED STRASHO-01 Strates Shows, Inc. et al PO Box 174 Orlando FL 32802	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Accredited Surety and Casualty Company, Inc. — 26379 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1124824949 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			1-RSL-GA-17-01538794-00	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			1-RSL-GA-19-01538797-00	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $			1-RSL-GA-17-01538796-00	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective from 3/22/2026 through 4/8/2026
Seminole County Fair, 440 Hickman Dr., Sanford, FL 32771
Additional Insured: Seminole County, Florida, its officials, officers, and employees.
30-day notice of cancellation (10-days for non-payment).
As respects to the General Liability pertaining to the negligence of the named insured only.
Waiver of subrogation is included.

CERTIFICATE HOLDER

Seminole County, FL
1101 E. First Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SPECIAL EVENT PERMIT

Failure to obtain required permits revokes this approval.

PERMIT NO: 26-45000001

In accordance with Section 30.6.4.2 of the Land Development Code of Seminole County, no special event may be permitted for more than fourteen (14) consecutive days, and no parcel of land will be permitted to have more than five (5) special events in any twelve (12) month period, unless otherwise authorized by the Board of County Commissioners.

DATE	**March 24, 2026**
APPLICANT	**JAMES E. STRATES, Authorized Agent**
SITE ADDRESS	**440 HICKMAN DR. SANFORD, FL 32771**
ESTABLISHMENT	**VACANT PROPERTY**
PARCEL ID	**20-19-30-5TB-0000-0010, 20-19-30-5TB-0000-0020, 20-19-30-5TB-0000-0030, 20-19-30-5TB-0000-0040, 20-19-30-5TB-0000-0060 & 21-19-30-506-0000-0070, 21-19-30-506-0000-0080 and 21-19-30-506-0000-0080**
SIZE IN ACRES	**7.37 AC**

DESCRIPTION OR NAME OF EVENT: Seminole County Fair

TO BE HELD ON: Friday, March 27, 2026 through Sunday, April 5, 2026

BETWEEN THE HOURS OF: Monday through Friday 4:00 P.M. to 11:00 P.M., Saturday and Sunday 1:00 P.M. to 11:00 P.M.

NUMBER OF ATTENDEES: 1,000 guests daily; 100-150 guests at any given time

EVENTS DURING THE LAST TWELVE (12) MONTHS INCLUDING THIS EVENT: One (1)

The Board of County Commissioners determined the proposed event is reasonably compatible with nearby existing development, and does not pose an unreasonable safety or health risk for patrons or neighbors. This permit will be subject to the following conditions:

1. The Event hours will be weekdays from 4:00 p.m. to 11:00 p.m. and weekends from 1:00 p.m. to 11:00 p.m., from March 27, 2026 through April 5, 2026.

2. The number of attendees will not exceed 150 guests at any given time.

3. Entertainment will include rides, food, and games consistent with a carnival.

4. Amplified sound is permitted in association with music on some of the rides.

5. Exhibition of domestic or wild animals is prohibited.

6. Tents and temporary electrical equipment/installation will require all applicable County permits and inspections as required through the Building Division.

7. Applicant to submit the following to the County's Fire Prevention Bureau: tent and canopy permits, offsite parking and public safety access plan, and food service vendor information.

8. Applicant to contact the County's Fire Prevention Bureau forty-eight (48) hours prior to the Event to schedule an inspection for compliance with all fire code requirements.

9. Access around the perimeter of the Event must remain open to allow for emergency apparatus, including: (a) fire apparatus access roads shall be twenty (20) feet wide, clearly marked and unobstructed; and (b) fire apparatus access roads shall be provided so that no area of the Event is greater than 150 feet (foot travel) from Fire Department vehicle access.

10. All food truck vendors participating in this Event must undergo a fire safety inspection prior to the Event. Upon receipt of this permit, the Applicant will notify each vendor to contact the County's Fire Prevention Bureau at 407-665-7422 to schedule an inspection. Consumption of food and drink will be limited to within the Event area. Cooking equipment used for deep fat frying in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, tents, or any form of roofed enclosure, shall comply with NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

11. A minimum of one (1) portable fire extinguisher rated at least 2A10BC shall be located within seventy-five (75) feet travel distance of the food and beverage service areas of the Event.

12. Trash receptacles will be available throughout the site in addition to recycling centers. Sanitation stations will be available throughout the site, including one (1) dumpster.

13. Restroom facilities will be provided by ten (10) port-o-lets; two (2) of which will be handicapped accessible.

14. Public ingress and egress to the Event will be via James Wesley Lane. Ingress and egress to the site for set-up of the Event will be James Wesley Lane.

15. In accordance with Section 30.1378(1), off-site directional signs not exceeding six (6) square feet, and not exceeding a total of ten (10) signs, may be allowed fourteen

(14) days prior to and during the duration of the event. The signs may only be placed on private property with the permission of the property owner.

16. Parking will be provided in the existing designated parking area. (Exhibit A)

17. Off-Premise parking is prohibited during this Event.

18. Security and traffic control will be provided by Seminole County Sheriff's Office off-duty uniformed deputies. (Exhibit B)

19. Applicant will repair any damage to asphalt or curb at the conclusion of the Event and/or mow the site surface flat for ease of access and pedestrian safety and shall clean the site prior to and following the Event. Onsite generators will provide electricity for the Event. No streets will be closed during the Event, and the site will not be fenced.

20. The Event must be in compliance with the attached Exhibit A and B.

21. Indemnification: Applicant, by accepting the Special Event Permit shall, at its own cost and expense, hold harmless, defend and indemnify Seminole County, its officials, boards, agents and employees from any and all claims, demands, actions and causes of action, losses, damages, liabilities, cost, expenses, and court costs, including, without limitation, interest, penalties, and attorneys' fees which may accrue by reason of Applicant's acts or omissions of negligence, gross negligence or intentional torts, or misconduct of Applicant, its officers, directors, agents, employees or contractors arising out of or in conjunction with the permit(s) issued.

Approved by the Board of County Commissioners on March 24, 2026.

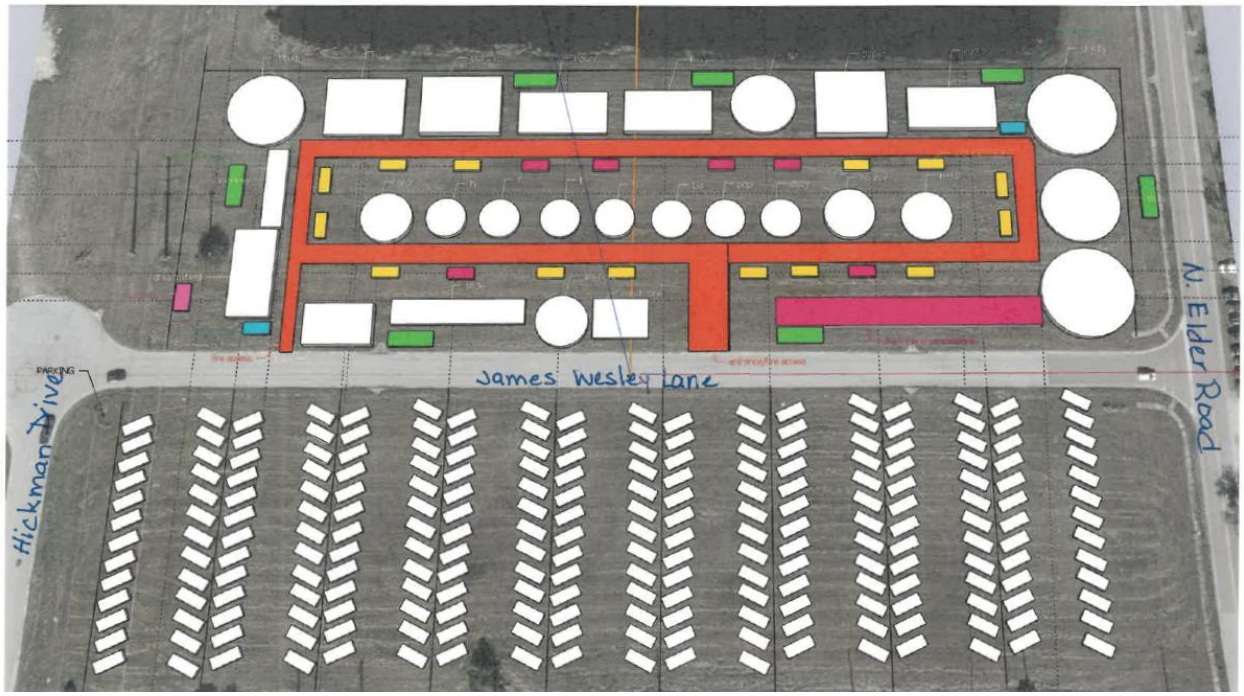
_____
Andria Herr, Chairman
Board of County Commissioners

Date:_____

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SPECIAL EVENT PERMIT

EXHIBIT A
SITE PLAN AND PARKING



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SPECIAL EVENT PERMIT

EXHIBIT B
SECURITY SCHEDULE

Seminole County Fair Staffing Expectations:

Date	# of Deputies	Start	End
Friday, 3/27	4	8pm	12am
Saturday, 3/28	2	1pm	8pm
Saturday, 3/28	4	8pm	12am
Sunday, 3/29	2	1pm	8pm
Sunday, 3/29	2	8pm	12am
Monday, 3/30	2	8pm	12am
Tuesday, 3/31	2	8pm	12am
Wednesday, 4/1	2	8pm	12am
Thursday, 4/2	2	8pm	12am
Friday, 4/3	4	8pm	12am
Saturday, 4/4	2	1pm	8pm
Saturday, 4/4	4	8pm	12am
Sunday, 4/5	2	1pm	8pm
Sunday, 4/5	2	8pm	12am

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0213

Title:

Approve and authorize the chairman to execute a Resolution for the renaming of Timbercove North to North Timbercove and renaming Timbercove South to South Timbercove. District3 - Constantine **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Addressing

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Amy Curtis/407-665-5191

Background:

Per Section 336.05 Florida Statute (2025) and Chapter 90 of the Seminole County Land Development Code, the Seminole County Board of County Commissioners may name and rename streets and roads located within unincorporated Seminole County.

The adoption of this resolution will result in the street signs for Timbercove North and Timbercove South being changed to reflect North Timbercove and South Timbercove. All abutting property addresses to Timbercove North and Timbercove South will not be affected by this renaming.

Requested Action:

Staff requested the Board approve and authorize the Chairman to execute a Resolution for the renaming of Timbercove North to North Timbercove and renaming Timbercove South to South Timbercove.

RESOLUTION NO.: 2026-R-____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION PROVIDING FOR THE RENAMING OF TIMBERCOVE NORTH TO NORTH TIMBERCOVE AND RENAMING TIMBERCOVE SOUTH TO SOUTH TIMBERCOVE; PROVIDING FOR STREET SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the authority contained in Section 336.05, Florida Statutes (2025), and Chapter 90 of the Seminole County Land Development Code, the Seminole County Board of County Commissioners may name and rename streets and roads located within unincorporated Seminole County; and

WHEREAS, the Seminole County Board of County Commissioners has deemed it necessary and in the public's best interest to rename the street currently referred to as Timbercove North to North Timbercove, and rename the street currently referred to as Timbercove South to South Timbercove, to be consistent with Seminole County's street naming policies; and

WHEREAS, Timbercove North and Timbercove South are wholly located within unincorporated Seminole County as depicted in the Exhibit Map attached to and incorporated in this Resolution; and

WHEREAS, the renaming of the aforementioned streets is consistent with the overall Seminole County plan for street renaming, naming, addressing and the 911 system; and

WHEREAS, adoption of this Resolution will result in the street signs for Timbercove North and Timbercove South being changed to reflect North Timbercove and South Timbercove respectively; and

WHEREAS, all abutting property addresses to Timbercove North and Timbercove South will not be affected by this renaming.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. The segment of right of ways, as located within, and depicted on the plat recorded in the Public Records of Seminole County, Florida, are hereby named to **NORTH TIMBERCOVE and SOUTH TIMBERCOVE**:

> "Sweetwater Oaks," Plat Book 16, Page 22, depicting Timbercove North abutting Block B lots 13-17 and Timbercove South abutting Block A lots 3-7.

Section 2. This Resolution will become effective upon adoption by the Seminole County Board of County Commissioners.

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

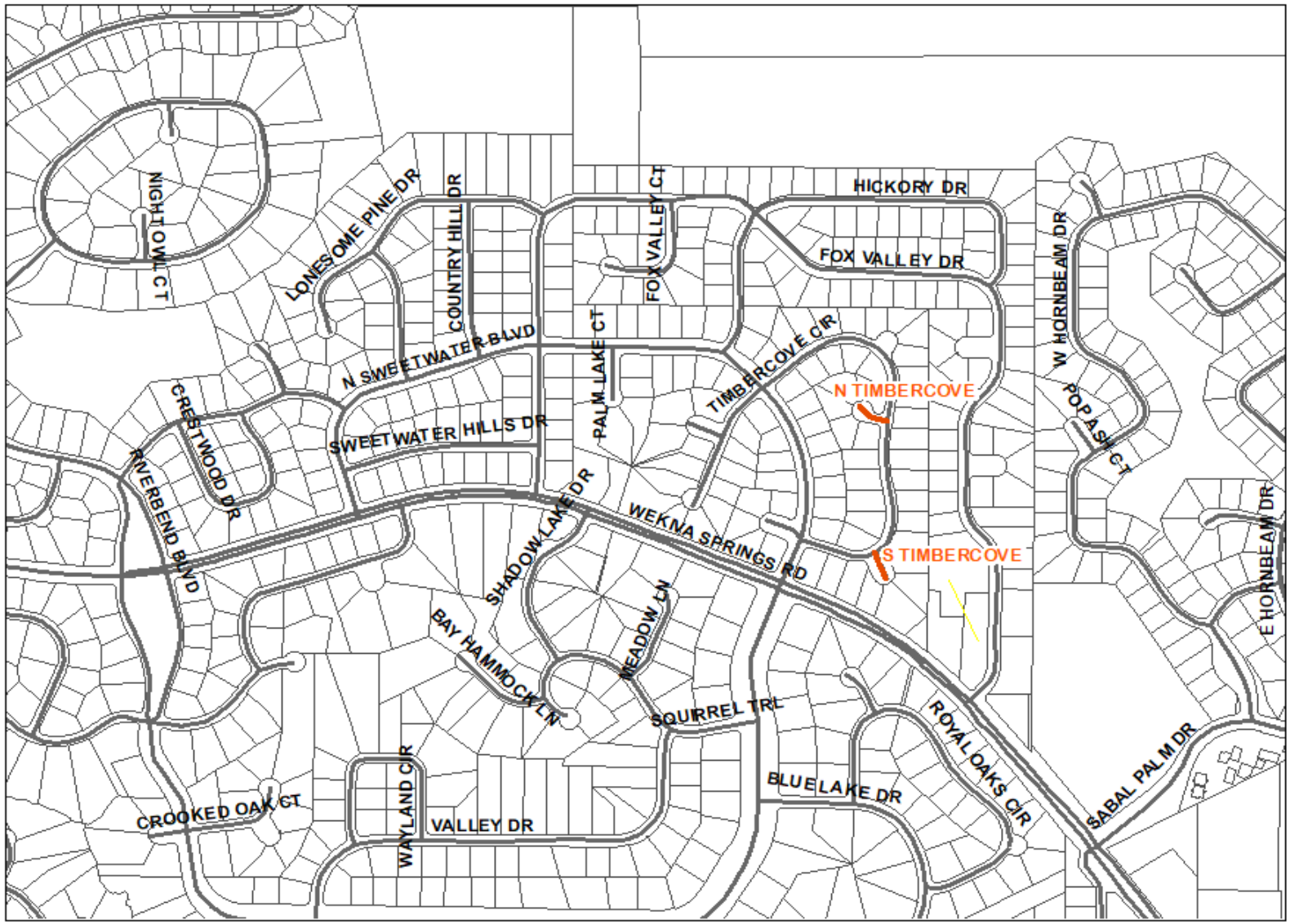
_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By:_____
ANDRIA HERR, Chairman

Attachment:
Exhibit Map

Authority: Section 336.05, Florida Statutes (2025)
Chapter 90, Seminole County Land Development Code

TIMBERCOVE NORTH TO NORTH TIMBERCOVE &
TIMBERCOVE SOUTH TO SOUTH TIMBERCOVE



SWEETWATER OAKS

PB 16
Pg 22

NW. cor. of E1/8 of S1/2 of NE1/4 of Sec. 32-20-29

NW. cor. of SW1/4 NW1/4 of Sec. 33-20-29

32 & 33-20-29

SEMINOLE COUNTY, FLORIDA

N49.319

NE. cor. of SW1/4 of NW1/4 Sec. 33-20-29

UNPLATTED

PAVED 4GUTTER for 72 SWEETWATER

Palm Lake Court

Timbercove Place

Timbercove Circle

Timbercove Boulevard

Timbercove North

Timbercove South

Sweetwater Place

Hickory Dr.

Lake

PARK

WEKIVA SPRINGS ROAD

100' R/W

PAVED for 72

SCALE: 1"=100'

SE. cor. of SW1/4 of NW1/4 of Sec. 33-20-29

SHEET 2 OF 2

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0252

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-024 in the Fire Protection Fund to transfer $5,835,849 of existing budget for the construction of Seminole County Fire Station 25 in Casselberry. District4 - Lockhart**(Timothy Jecks, Management & Budget Director)** Requesting Department - Fleet and Facilities Department

Division:

Fleet and Facilities - Facilities Development

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

The County is undertaking the construction of a new Seminole County Fire Station 25 to replace the existing 6,140-square-foot, two-bay facility with a modern 12,185-square-foot, three-bay fire station designed to meet current operational needs and future growth. The new station is strategically located at 105 Wilshire Boulevard in Casselberry, adjacent to the Casselberry Police Department, creating a centralized public safety presence for the surrounding community.

The attached BAR through the Fire Protection Fund will allocate $5,835,849 to business unit 02105063 FIRE STATION 25 CASSELBERRY. The GMP was approved at the February 24th BOCC meeting for $12,215,499. Additional services costing $1,375,254 bring the budgetary need to $13,590,753. Currently, $7,754,904 is budgeted in the Fire Protection Fund and the Casselberry Fire Impact Fee Fund. BAR 26-024 will allocate $5,835,849 needed to fully fund the project. These funds are being transferred from the Fire Station 28 project that has been reprioritized in the Fire Department's Capital Improvement Plan.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-024 in the Fire Protection Fund to transfer $5,625,849 of existing budget for the construction of Seminole County Fire Station 25 in Casselberry.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-024**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Fire Department

Fund(s): 11200 Fire Protection Fund

RM Recommendation	
Dheriot	**3/1/2026**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
The purpose of this BAR is to establish a budget line for the construction of Fire Station 25. The budget will be reallocated from the Fire Station 28 project, which has been reprioritized in the Fire Department's CIP.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	11200	02105063	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	5,835,849.00
Expenditure	11200	02505004	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(5,835,849.00)
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	-
Reserve								
Reserve								
							Reserve Sub-Total	-
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

BAR 26-024 FIRE STATION 25 COST TABLE

Expenditures		
Item	**Amount**	**Detail**
GMP Construction Cost	12,215,499	Provided by Wharton-Smith, Inc
Information Technology Systems	160,000	Building UPS, Access Points, Radio, Phones
Emergency Signalization	500,000	Emergency Signal and Fiber Connectivity
Building Automation System (BAS)	25,000	Integration of lighting and HVAC
Owner Contingency	690,254	5% of the full construction cost $13,605,077
	13,590,753	

Existing Funding		
Business Unit	**Amount**	**Fund**
01785494 CASSELBERRY FIRE IMP FEE FS25	493,341	Casselberry Fire Impact Fee Fund
02105063 FIRE STATION 25 CASSELBERRY	7,261,563	Fire Protection Fund
	7,754,904	

BAR Amount	**5,835,849**

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0253

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-025 in the Historical Commission Fund to appropriate revenue in the amount of $125,000 for the retrofit of building 302 to display the Bill Nygren carriage collection. District4 - Lockhart **(Timothy Jecks, Management & Budget Director)** Requesting Department - Parks and Recreation

Division:

Parks and Recreation - Library Services

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

Seminole County BOCC, the Seminole County Historical Commission, and the Seminole County Historical Society signed a Memorandum of Understanding to accept the Bill Nygren Carriage Collection as a donation to the Museum of Seminole County and to display the collection. The Historical Society and the Historical Commission agreed to raise $150,000 to fund the retrofit of Building 302 for exhibiting the collection. In addition, the County has contributed $184,501 from the General Fund, for a total of $334,501 for the project

The museum expansion feasibility study identified the need for an additional 3,000 sq ft to display 18 carriages from the collection. Building 302 was identified as an appropriate site that met the space requirements and supported the proposed curation plan. Building 302 would allow the carriages and artifacts to be displayed with a narrative interpretation suitable for all ages.

Section 100.8 of the Seminole County Code established the Historical Commission Fund to receive gifts, grants, and donations for the use and benefit of the Historical Commission. This fiscal year, the fund received donations totaling $125,000.

Combined with a prior donation of $25,000, the Historical Commission has met the MOU obligation. BAR 26-025 establishes project business unit 02604072 - Buggy Restoration to retrofit Building 302 and the Carriage Exhibit. The $125,000 donation is acknowledged, and together with the additional $25,000, established the $150,000 project budget in business unit 02604072.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-025 in the Historical Commission Fund to appropriate revenue in the amount of $125,000 for the retrofit of building 302 to display the Bill Nygren carriage collection.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-025**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Parks and Recreation / Museum

Fund(s): 60305 - Historical Commission

RM Recommendation	
Dheriot	**3/4/2026**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

The purpose of this BAR is to establish project 02604072 in the 60305 fund, recognize the revenue, and allocate budget in BU 02604072, for the retrofit of building 302 and the historical carriage exhibit.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue	60305	02604072	366100		CONTRIBUTIONS & DONATIONS			125,000.00
Revenue								
Revenue								

Total Sources **125,000.00**

Expenditure								
Expenditure	60305	044510	530499		CONTINGENCY		4999999901	(25,000.00)
Expenditure	60305	02604072	560630	00001	IMPROVEMENTS OTH THAN BLD		4600562002	150,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								

Expenditure Sub-Total 125,000.00

Reserve	
Reserve	

Reserve Sub-Total -

Total Uses **125,000.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING REGARDING THE BILL NYGREN CARRIAGE COLLECTION

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING ("Amended and Restated MOU") is made and entered into this 10th day of June, 2019, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 ("COUNTY"), and **SEMINOLE COUNTY HISTORICAL COMMISSION**, a voluntary advisory board comprised of members appointed by the Board of County Commissioners of Seminole County ("HISTORICAL COMMISSION"), and **SEMINOLE COUNTY HISTORICAL SOCIETY, INC.**, whose address is 300 Eslinger Way, Sanford, Florida 32773 ("HISTORICAL SOCIETY").

R E C I T A L S:

WHEREAS, Bill Nygren, in an effort to preserve an integral part of Seminole County history, offered to donate his carriage collection to COUNTY for an exhibit; and

WHEREAS, Museum of Seminole County History is part of the Leisure Services Department and dedicates itself to the preservation of the COUNTY's history and determined the carriage donation complies with our current Collections Management Policy Objectives; and

WHEREAS, COUNTY staff completed a feasibility study of Museum expansion or possible locations to accommodate this exhibit and determined that there is a spatial need of 3,000 square feet to properly display 18 units of the Bill Nygren Carriage Collection; and

WHEREAS, COUNTY staff proposed a curation plan and based upon a preliminary review determined 302 Eslinger Way, Sanford, Florida 32773 ("BUILDING 302") would be an adequate site with sufficient square footage to display the collection; and

WHEREAS, Sections 100.4 and 100.5, Seminole County Code, authorizes the HISTORICAL COMMISSION to advise the Seminole County Board of County Commissioners on matters of historical interest and Section 100.8, Seminole County Code, created a Seminole County Historical Trust Fund Account to accept deposits of gifts, grants, and awards received from public and private donors made to the HISTORICAL COMMISSION for the use and benefit of the HISTORICAL COMMISSION; and

WHEREAS, COUNTY staff examined the artifacts and sequenced the exhibit for a strong narrative interpretation suitable for all ages that will provide a historical account of industrial advancements from the 19th century in Seminole County; and

WHEREAS, the HISTORICAL SOCIETY and the HISTORICAL COMMISSION jointly offered to raise ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) so that the COUNTY may reassign BUILDING 302 to Leisure Services and retrofit the location to accommodate the exhibit; and

WHEREAS, COUNTY, and the HISTORICAL SOCIETY, and the HISTORICAL COMMISSION, executed the Original Memorandum of Understanding (" Original MOU") on September 20, 2018, which contained a three (3) year time period to raise the funds; and

WHEREAS, since the execution of the Original MOU described above, Bill Nygren offered to donate his entire carriage collection and miscellaneous parts inventory and give COUNTY immediate possession of the collection; and

WHEREAS, COUNTY would like to accept possession of the entire carriage collection and miscellaneous part inventory; and

WHEREAS, it is the intent of the parties that this Amended and Restated MOU shall replace the original MOU in its entirety; and

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties, the receipt and sufficiency of which is acknowledged, and in furtherance of these goals, the parties agree that the following reflects their understanding.

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Amended and Restated MOU upon which the parties have relied.

Section 2. Purpose. The parties acknowledge and agree that the purpose of this MOU is so that COUNTY may accept the entire Bill Nygren Carriage Collection and miscellaneous part inventory as a donation to the Museum of Seminole County History and display the Bill Nygren Carriage Collection. This purpose will be accomplished if the HISTORICAL SOCIETY and HISTORICAL COMMISSION jointly raise ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) by September 20, 2021, and the COUNTY shall accept the monies raised by the HISTORICAL SOCIETY and HISTORICAL COMMISSION, and retrofit BUILDING 302, a COUNTY facility identified with adequate space to accept the donation and accommodate an exhibit of the Collection. If the COUNTY deems that there is a superior need for Building 302, as deemed by the Board of County Commissioners in their sole discretion, then COUNTY shall endeavor to accommodate the Collection at an alternative location.

Section 3. Storage. The parties acknowledge and agree that due to Bill Nygren's declining health condition, the entire collection will be transferred to a COUNTY owned facility, which is not air-conditioned, located at 2925 North U.S. Highway 17-92, Longwood, Florida 32750, where the entire collection and miscellaneous part inventory will be stored, evaluated, and organized by COUNTY staff and volunteers. COUNTY will not assume the responsibility of transporting the entire collection and miscellaneous part inventory to the facility.

Section 4. Indemnification. The donor, Bill Nygren, his heirs and assigns, and HISTORICAL SOCIETY do hereby and forever release and discharge COUNTY, its agents, commissioners, officers and employees from any and all past and future claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages arising from, allegedly arising from, or related to the provision of services as listed in Section 3 above for the storage of the entire collection and miscellaneous part inventory under this MOU.

Section 5. Funding. This MOU is not intended and may not be construed as a commitment of COUNTY funds other than as identified in Sections 2 and 3 above. COUNTY reserves the right to make use of BUILDING 302 for a public purpose up and until the total funds are raised by the HISTORICAL SOCIETY and HISTORICAL COMMISSION. If the total funds are not raised by September 20, 2021, COUNTY is not obligated to commit funds to display the Bill Nygren Carriage Collection.

Section 6. Reporting. In the performance of this agreement, HISTORICAL SOCIETY and HISTORICAL COMMISSION shall maintain books, records, and accounts of all fundraising activities related to the Bill Nygren Carriage Collection in compliance with normal accounting procedures. HISTORICAL SOCIETY and HISTORICAL COMMISSION shall submit to COUNTY a financial report for the Bill Nygren Carriage Collection annually on December 1.

Section 7. Headings and Captions. All headings and captions contained in this Amended and Restated MOU are provided for convenience only, do not constitute a part of this agreement, and may not be used to define, describe, interpret, or construe any provision of this agreement.

Section 8. Effective Date. This Amended and Restated MOU is effective on the date that the last party executes the agreement as determined by the date set forth immediately below the respective signatures of the parties.

Section 9. Term. The term of this Amended and Restated MOU is for three (3) years from the effective date of the Original MOU, with that date being September 20, 2018, and may be modified, in writing, by mutual consent of authorized officials from the parties.

Section 10. Authority to Execute. Each party represents and warrants that all requisite actions have been taken to authorize execution of this MOU by the person signing on behalf of that party.

[The balance of this page is left intentionally blank; signatory page follows.]

ATTEST:

Vice Chair, ~~Secretary~~

SEMINOLE COUNTY HISTORICAL COMMISSION

By: _____, Chairman

Date: May 16, 2019

ATTEST:

_____, Secretary

SEMINOLE COUNTY HISTORICAL SOCIETY

By: _____, President

Date: 14 May 2019

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY. FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: 06-10-2019

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its May 14, 20 19, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

MMH
4/29/19
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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING REGARDING THE BILL NYGREN CARRIAGE COLLECTION

THIS FIRST AMENDMENT is made and entered into this 28 day of July, 2020 and is to that certain Memorandum of Understanding (MOU) made and entered into on the 20th day of September, 2018, between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY", and **SEMINOLE COUNTY HISTORICAL COMMISSION**, a voluntary advisory board comprised of members appointed by the Board of County Commissioners of Seminole County, in this Amendment referred to as "HISTORICAL COMMISSION", and **SEMINOLE COUNTY HISTORICAL SOCIETY, INC.**, whose address is 300 Eslinger Way, Sanford, Florida 32773, in this Amendment referred to as "HISTORICAL SOCIETY".

W I T N E S S E T H:

WHEREAS, the parties entered into the above referenced MOU on September 20, 2018, to set forth the terms and understanding between COUNTY and HISTORICAL SOCIETY and HISTORICAL COMMISSION to prepare for the donation of the Bill Nygren Carriage Collection; and

WHEREAS, the parties desire to amend the MOU in order to extend the term of the MOU and to enable both parties to continue to enjoy the mutual benefits the MOU provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the MOU as follows:

1. Section 7 of the MOU is amended to read as follows:

Section 7. Term. This MOU shall terminate September 20, 2022.

2. Except as modified by this First Amendment, all terms and conditions of the original MOU remain in full force and effect for the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

Print Name: KJ Townsend
As ~~Secretary~~ Vice Ch

SEMINOLE COUNTY HISTORICAL COMMISSION

By: D L Bundy

Print Name: DONNA L. BUNDY
As Chairman

Date: July 9, 2020

ATTEST:

Print Name: Beverly Mason
As Secretary

SEMINOLE COUNTY HISTORICAL SOCIETY

By:

Print Name: DONALD R EPPS
As Chairman

Date: 8 July 2020

[The balance of this page is left intentionally blank.]

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
MMH/lpk
7/7/20
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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Date: 7-28-2020

As authorized for execution by the Board of County Commissioners at its July 28, 2020, regular meeting.

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING REGARDING THE BILL NYGREN CARRIAGE COLLECTION

THIS SECOND AMENDMENT is made and entered into this 22 day of September, 2022 and is to that certain Memorandum of Understanding (MOU) made and entered into on the 20th day of September, 2018, as amended on July 28, 2020, between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY", and **SEMINOLE COUNTY HISTORICAL COMMISSION**, a voluntary advisory board comprised of members appointed by the Board of County Commissioners of Seminole County, in this Amendment referred to as "HISTORICAL COMMISSION", and **SEMINOLE COUNTY HISTORICAL SOCIETY, INC.**, whose address is 300 Eslinger Way, Sanford, Florida 32773, in this Amendment referred to as "HISTORICAL SOCIETY".

W I T N E S S E T H:

WHEREAS, the parties entered into the above referenced MOU on September 20, 2018, as amended on July 28, 2020, to set forth the terms and understanding between COUNTY and HISTORICAL SOCIETY and HISTORICAL COMMISSION to prepare for the donation of the Bill Nygren Carriage Collection; and

WHEREAS, the parties desire to amend the MOU in order to extend the term of the MOU and to enable both parties to continue to enjoy the mutual benefits the MOU provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the MOU as follows:

1. Section 7 of the MOU is amended to read as follows:

Section 7. Term. This MOU shall terminate September 20, 2025.

2. Except as modified by this Second Amendment, all terms and conditions of the original MOU, as previously amended, remain in full force and effect for the term of the MOU.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

Kimberly Carroll

Print Name: Kimberly Carroll
As Secretary

SEMINOLE COUNTY HISTORICAL COMMISSION

By: D. L. Bundy

Print Name: Donna L. Bundy
As Chairman

Date: September 15, 2022

ATTEST:

Beverly Mason

Print Name: Beverly Mason
As Secretary

SEMINOLE COUNTY HISTORICAL SOCIETY

By: Donald R. Epps

Print Name: Donald R. Epps
As Chairman

Date: 15 September 2022

[The balance of this page is left intentionally blank.]

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
GLK
8/26/22
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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
BOB DALLARI, Chairman

Date: 9/22/2022

As authorized for execution by the Board of County Commissioners at its September 13, 2022 regular meeting.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0203

Title:

Approve and authorize the Chairman to execute a funding agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of $50,000.00 for the 2025/2026 Funding Agreement. Countywide **(Gui Cunha, Director, Economic Development & Tourism)**

Division:

Office of Economic Development and Tourism - Tourism

Authorized By:

Gui Cunha, Director, Economic Development & Tourism

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

Annual funding agreement established in FY2020.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a funding agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of $50,000.00 for the FY 2025/2026.

SEMINOLE COUNTY/
RITZ COMMUNITY THEATER PROJECTS, INC.
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER
ARTS FUNDING AGREEMENT

THIS AGREEMENT, hereinafter "Agreement" is entered into this ____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this agreement referred to as "COUNTY", and **RITZ COMMUNITY THEATER PROJECTS, INC.**, a Florida Not For Profit corporation, d/b/a **WAYNE DENSCH PERFORMING ARTS CENTER**, hereinafter "WDPAC", whose mailing address is 201-203 S. Magnolia Avenue, Sanford, Florida 32771, being collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, WDPAC, is a non-profit organization dedicated to providing accessible entertainment and fostering opportunities for participation in arts and cultural activities; and

WHEREAS, WDPAC is located in the historic downtown area of Sanford, Florida, and serves as the region's premier entertainment venue, offering a diverse range of performances including theatrical productions, concerts, and special events; and

WHEREAS, COUNTY recognizes that promoting the arts and cultural activities serves an important public purpose, benefiting the citizens of Seminole County, Florida; and

WHEREAS, COUNTY has appropriated funds to support this purpose and has selected WDPAC to receive these funds to further its mission of promoting the arts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied and are incorporated herein as fully as if set forth below.

Section 2. Term. This Agreement shall be effective from the date of its execution by the Parties ("Effective Date") and shall remain in effect until September 30, 2026, unless earlier terminated as provided in this Agreement.

Section 3. Funding. COUNTY agrees to contribute an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) ("County Contribution") to WDPAC. Said County Contribution shall be paid in one installment and shall be issued according to Section 6 of this Agreement. The Parties agree that the County Contribution shall be granted to and used by WDPAC to facilitate the development, promotion, and awareness of arts and cultural activities, as set forth in Section 4.

Section 4. Purpose and Services to be Provided. WDPAC shall use the County Contribution to facilitate the development, promotion, and awareness of arts and cultural activities within Seminole County, Florida, in accordance with the terms and conditions of this Agreement. WDPAC shall also provide the following services to COUNTY:

(a) Provide COUNTY's Director of Economic Development and Tourism with two reports which shall include, but are not limited to, the following Key Performance Indicators ("KPI's"):

(1) Financial Update: This update shall include a report of WDPAC's current financial status detailing, at a minimum, the annual WDPAC Board-approved budget and its actual expenditure of funds received from the County.

(2) Activity Summary: A summary of all programs, events, and activities conducted, including attendance figures, community engagement efforts, and exposure to new arts/cultural themes or other educational outcomes.

(3) Compliance Statement: A statement confirming that all activities and use of the County Contribution are in compliance with the terms set forth in the Funding Agreement, including adherence to the standard of services expected by the County.

(4) Performance Metrics: Metrics that measure the effectiveness of the funded activities, such as participant demographics, satisfaction surveys, and impact assessments defined but not limited to: increased art engagement and cultural awareness, social connection awareness, economic impact, sustainability engagement, legacy and influence to landscape changes and cultural heritage.

The first report shall be due three months after the Effective Date of this Agreement and the second report shall be due on or before September 30, 2026

(b) Provide the COUNTY's Economic Development Office WDPAC Board minutes documenting the approval of its annual budget within 30 days of said approval.

(c) Participate in monthly web conferences with the COUNTY's Economic Development Office to discuss KPIs status and share information about the services being provided; and

(d) Provide COUNTY's Board of County Commissioners with an annual verbal report and presentation as coordinated by COUNTY's Economic Development Office.

Section 5. Budget and Allowable Costs. WDPAC agrees that the County Contribution shall be reduced in the amount of any expenditure by WDPAC that is found, on the basis of audit examination in accordance with Section 10, not to constitute allowable costs. "Allowable costs" include all costs related to the provision of services, as delineated in Section 4 of this Agreement. Further, "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. WDPAC has provided COUNTY with the budget below showing the allowable costs under this Agreement and has agreed to abide by the cost allocations in this budget. The allowable costs under each budget line item can fluctuate depending on the actual costs. However, in no instance will COUNTY be responsible to WDPAC for an amount exceeding the County Contribution.

FY26 Budget Categories	**Amount**	**Notes on Types of Expenses for the Category**
Programming & production support	$18,000	Shows, costumes, royalties, sets/set build, artist/production needs
Operational capacity	$14,000	Salaries, contractors, event execution, admin support
Facilities & patron experience	$10,000	Venue readiness, safety, audience-facing improvements
Marketing, education & community engagement	$8,000	Audience growth, education initiatives, outreach

Section 6. Payment.

(a) COUNTY shall remit the County Contribution to WDPAC upon receipt by COUNTY of a payment request from WDPAC identifying the amount for which WDPAC seeks payment from COUNTY.

(b) Payment requests must be sent to: Office of Economic Development and Tourism, Director, Seminole County Government, 1055 AAA Drive, Suite 149, Lake Mary, Florida 32746.

(c) A sample invoice is attached and incorporated to this Agreement as Exhibit A.

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

Section 8. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 9. Public Records Law.

(a) WDPAC acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. WDPAC acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's written request, WDPAC will provide COUNTY with all requested public records in WDPAC 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) WDPAC specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, WDPAC will transfer, at no cost to COUNTY, all public records in possession of WDPAC, or keep and maintain public records required by COUNTY under this Agreement. If WDPAC transfers all public records to COUNTY upon completion of this Agreement, WDPAC must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If WDPAC keeps and maintains the public records upon completion of this Agreement, WDPAC must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon written request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the WDPAC which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts upon written request and with agreement of the WDPAC's Executive Board. The right of access also includes

timely and reasonable access to WDPAC's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "WDPAC" includes employees to be paid from Funds provided under this Agreement.

(d) IF WDPAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 10. Records and Audits.

(a) WDPAC shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at WDPAC's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) WDPAC agrees that COUNTY or its duly authorized representative shall upon written request, until the expiration of five (5) years after Agreement closure, have access to examine any of WDPAC's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. WDPAC will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 11. Notices.

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

For COUNTY:

Guilherme “Gui” Cunha
Director
Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

For WDPAC:

Kathryn Joy Townsend
President
Ritz Community Theater Projects, Inc.
201-203 South Magnolia Ave.
Sanford, FL 32771

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

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

Section 12. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) WDPAC shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by WDPAC to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by WDPAC, and WDPAC assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 4 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 13. Insurance.

(a) WDPAC, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. WDPAC shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an

insurance policy or a decision to terminate an insurance policy. WDPAC must adhere to and be advised of the following:

(1) WDPAC shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by WDPAC will relieve WDPAC of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by WDPAC in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of WDPAC.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then WDPAC shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and WDPAC shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of WDPAC or any other party.

(b) General Requirements.

(1) Before commencing work, WDPAC shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building 1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, WDPAC shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, WDPAC shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by WDPAC.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and WDPAC as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by WDPAC pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by WDPAC.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then WDPAC shall immediately notify COUNTY as soon as WDPAC has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as WDPAC has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, WDPAC will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of WDPAC, WDPAC, at WDPAC's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by WDPAC and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) WDPAC's insurance must cover WDPAC and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by WDPAC are as specified in Exhibit C.

(D) If WDPAC asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, WDPAC shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including WDPAC, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) WDPAC 's insurance must cover WDPAC for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If WDPAC 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by WDPAC are as specified in Exhibit C.

Section 14. Conflict of Interest.

(a) WDPAC agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) WDPAC hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of WDPAC to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, WDPAC hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 15. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to

terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 16. Employee Status.

(a) Persons employed or retained by WDPAC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) WDPAC assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to WDPAC personnel or contractors working on behalf of WDPAC obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by WDPAC, WDPAC will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 17. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to WDPAC, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 18. Termination. This Agreement may be terminated by any party at any time,

with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that WDPAC fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by WDPAC after WDPAC has received notice of termination. Upon the termination of this Agreement, WDPAC shall immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 10 and 12 survive the term of this Agreement as a whole.

Section 19. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 20. Construction of Agreement. This 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, COUNTY and WDPAC, have contributed substantially and materially to the preparation hereof.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 23. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

[*Remainder of page intentionally blank. Signature page follows.*]

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

ATTEST:

RITZ COMMUNITY THEATER PROJECTS, INC., d/b/a WAYNE DENSCH PERFORMING ARTS CENTER

_____
Witness

By:_____
KATHRYN TOWNSEND, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
ANDRIA HERR, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Exhibit A – Sample Invoice
Exhibit B – Human Trafficking Affidavit
Exhibit C – Insurance requirements

JBN 2/19/26
T:\Users\jnix\Wayne Densch Performing Arts Center\WDPAC 2025-2026 V2 - final .docx

Wayne Densch PERFORMING ARTS CENTER

INVOICE

DATE: December 12, 2025

INVOICE # 1Q - 2026-SC-WDPAC

The Wayne Densch Performing Arts Center
201 S. Magnolia Ave.
Sanford, Florida 32771
Phone: (407) 321-8111
FEID# 59-3274098

BILL TO: Gui Cunha

Company	Seminole County
Position	Office of Economic Development and Tourism
Street Address	1055 AAA Drive, Suite 149
City, State, Zip	Heathrow, FL 32746
Phone:	(407) 665-2901
Email	gcunha@seminolecountyfl.gov,
Title	Director

DESCRIPTION		AMOUNT
For the First Quarter beginning October 1, 2025 - December 31, 2025		
as profvided in the agreement between Seminole Couty and		
Wayne Densch Performing Arts Center approved		
For the period of October 1, 2025 - December 31, 2025 (Q1)		
		$12,500.00
Please make check payable to:		
The Wayne Densch Performing Arts Center		
Total Annual Amount to be invoiced	$50,000.00	
October - December (Q1)	$12,500.00	
January - March (Q2)	$12,500.00	
April - June (Q3)	$12,500.00	
July - September (Q4)	$12,500.00	
Agreement amount remaining	$0.00	
	TOTAL	**$12,500.00**

EXHIBIT B

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT #_____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of _____ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ _____
Signature Date

_____
Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by_____, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal) Print, Type or Stamp Name of Notary:_____
My commission expires:_____

EXHIBIT C

SEMINOLE COUNTY/
RITZ COMMUNITY THEATER PROJECTS, INC.
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER
ARTS FUNDING AGREEMENT

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

~~ End Exhibit C ~~

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0208

Title:

Approve and authorize the Chairman to execute an Arts Funding Agreement between Seminole County and Seminole Cultural Arts Council, Inc., in the amount of $98,881.60 for the 2025/2026 fiscal year. Countywide **(Gui Cunha, Economic Development and Tourism Director)**

Division:

Office of Economic Development and Tourism - Cultural Affairs

Authorized By:

Gui Cunha, Economic Development and Tourism Director

Contact/Phone Number:

Gui Cunha/407-665-2901

Background:

The Seminole Cultural Arts Council, Inc. (“SCAC”), was formed in 1994 as a Florida not-for-profit organization to provide community-based arts programs in Seminole County and to serve, support, and nurture the cultural and artistic needs of Seminole County residents.

SCAC is an advocate for the preservation of local cultural and historic heritage, including performing, literary, and visual arts and sciences, and serves to sustain, develop, and advance the cultural life of Seminole County.

Based on Bureau of Economic and Business Research population estimates, the 2025/2026 fiscal year funding amount allocated to the Seminole Cultural Arts Council, Inc., is $98,881.60.

Requested Action:

Staff requests that the Board approve and authorize the Chairman to execute an Arts Funding Agreement between Seminole County and Seminole Cultural Arts Council, Inc., in the amount of $98,881.60 for the 2025/2026 fiscal year.

SEMINOLE COUNTY/
SEMINOLE CULTURAL ARTS COUNCIL, INC.
ARTS FUNDING AGREEMENT

THIS AGREEMENT, hereinafter "Agreement" is entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY,** hereinafter "COUNTY", a political subdivision of the State of Florida, whose address is Seminole County Services, 1101 East First Street, Sanford, Florida 32771, and **SEMINOLE CULTURAL ARTS COUNCIL, INC.,** hereinafter "SCAC", a Florida Not For Profit Corporation, whose address is 230 First Street, Sanford, Florida 32771, being collectively referred to as the "Parties".

W I T N ES S ET H:

WHEREAS, the Seminole Cultural Arts Council, Inc., was formed in 1994 as a Florida Not for Profit organization to provide community-based arts programs in Seminole County and to serve, support and nurture the cultural and artistic needs of Seminole County residents; and

WHEREAS, in 1995, the Seminole County Board of County Commissioners designated the Seminole Cultural Arts Council, Inc., as the official recipient of Florida State of the Arts specialty license plate funds for the sole purpose of providing grants to arts and cultural organizations and individual artists in Seminole County; and

WHEREAS, SCAC is an advocate for the preservation of local cultural and historic heritage, including performing, literary, and visual arts and sciences, and serves to sustain, develop, and advance the cultural life of Seminole County; and

WHEREAS, SCAC provides community-based arts programming in Seminole County and serves, supports, and nurtures the cultural and artistic needs of Seminole County residents; and

WHEREAS, Seminole County recognizes the importance and impact of the development and awareness of the arts and cultural activities, which serves a County-wide public purpose and benefits the citizens of Seminole County, Florida; and

WHEREAS, the COUNTY has appropriated funds to further this purpose, and has selected SCAC to receive and administer these funds, with the responsibility of distributing a portion of the funds to other eligible arts and cultural organizations.

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

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied and are incorporated herein as fully as if set forth below.

Section 2. Term. This Agreement shall be effective from the date of its execution by the Parties ("Effective Date") and shall remain in effect until September 30, 2026, unless earlier terminated as provided in this Agreement.

Section 3. Funding.

(a) **Funding Provided by County.** COUNTY agrees to contribute an amount not to exceed NINETY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE AND 60/100 DOLLARS ($98,881.60) ("County Contribution") to SCAC. Such County Contribution is comprised of grants funding in an amount not to exceed FORTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND 60/100 DOLLARS ($48,881.60) ("Grants Funding") and non-grants funding in the amount of FIFTY THOUSAND DOLLARS AND 00/100 ($50,000.00) ("Non-Grants Funding"). Non-Grants Funding shall be paid in one installment and shall be issued

according to Section 6 of this Agreement. Grants Funding shall be paid in one or more installments according to Section 6 of this Agreement. The Parties agree that the County Contribution shall be used by SCAC for Seminole County local grants, events, and promotions, as set forth in Section 4.

(b) **Requirements for Public Acknowledgement of Grants Funding provided by County**. When issuing statements, press releases, publications, and other documents including but not limited to resource guides, calls for artists, websites, and presentations describing the projects or programs funded in whole or in part with funds from the Seminole Cultural Arts Grants Program, SCAC shall include the following statement: "The Seminole Cultural Arts Grants Program is made possible with Grants Funding by Seminole County Government."

Section 4. Purpose and Services to be Provided. SCAC shall use the County Contribution to facilitate the development, promotion, and awareness of arts and cultural activities within Seminole County, Florida in accordance with the terms and conditions of this Agreement. SCAC shall also provide the following services to COUNTY:

(a) Provide COUNTY's Director of Economic Development and Tourism with two reports which shall include, but are not limited to, the following Key Performance Indicators ("KPI's"): Event/Programming Update (including Art in Public Places), Art Installations, Executive Director and Board of Directors Updates, status of Grants Funding, Awards (including Seminole County Artist of the Year and SCAC Hearts for the Arts Award), and a Financial Update which shall include a report of SCAC's current financial status detailing, at a minimum, the annual SCAC Board-approved budget and its actual expenditures. The first report shall be due three months after the Effective Date of this Agreement and the second report shall be due on or before September 30, 2026;

(b) Provide the COUNTY's Economic Development Office SCAC Board minutes documenting the approval of its annual budget within 30 days of said approval;

(c) Participate in monthly web conferences with the COUNTY's Economic Development Office to discuss KPIs status and share information about the services being provided;

(d) Provide COUNTY's Board of County Commissioners with an annual verbal report and presentation as coordinated by COUNTY's Economic Development Office;

(e) Include a representative of the COUNTY on SCAC's Grant Review Committee as a full voting member. The COUNTY's representative shall be selected by the COUNTY's Director of Economic Development and Tourism. SCAC shall not change the size of the SCAC's Grant Review Committee without prior written notification of the COUNTY's Director of Economic Development and Tourism and the COUNTY's Board of County Commissioners; and

(f) Administer and award grants to arts and cultural organizations and individual artists within Seminole County.

Section 5. Budget and Allowable Costs. SCAC agrees that the County Contribution shall be reduced in the amount of any expenditure by SCAC that is found, on the basis of audit examination in accordance with Section 11, not to constitute an allowable cost. "Allowable costs" include all costs related to the provision of services, as delineated in Section 4 of this Agreement. Further, "allowable costs" should only include those costs related to the provision of services within Seminole County; any costs expended for services or programs outside of Seminole County are not "allowable costs" and cannot be paid for by the compensation provided by COUNTY hereunder. SCAC has provided COUNTY with the budget below showing the allowable costs under this Agreement and agrees to abide by the cost allocations in this budget. The allowable costs in the below FY26 Budget Category of "Grants" shall not fluctuate from the amount set forth below. The allowable costs under each remaining budget line item ("Operating Expenses" and "Art in Public

Places Programming") can fluctuate depending on the actual costs. However, in no instance will COUNTY be responsible to SCAC for an amount exceeding the County Contribution.

FY26 Budget Categories	**Amount**	**Notes on Types of Expenses for the Category**
Grants	$48,881.60	Seminole Cultural Arts Council Grants Program
Operating Expenses	$45,000.00	Operating Expenses, Promotional Campaigns, Salaries
Art in Public Places Programming	$5,000.00	Gallery/Display Preparation Supplies/PR & Marketing

Section 6. Payment.

(a) COUNTY shall remit payment to SCAC of the Non-Grants Funding upon receipt of a payment request from SCAC identifying the Non-Grants Funding for which SCAC seeks payment.

(b) COUNTY shall remit payment to SCAC of the Grants Funding upon receipt of the following:

(1) Written notification of grant award, including the name of the grantee;

(2) A payment request identifying the amount of the grant; and

(3) Verification by COUNTY that SCAC has complied with the requirements as contained in this Agreement.

SCAC may notify COUNTY of grant awards on a rolling basis or identify all grants in one notification. Grants Funding paid pursuant to this Section 6 shall be remitted directly to SCAC. Within ten days of its receipt of any Grants Funding, SCAC shall remit payment of the grant to the intended grantee.

(b) Payment request must be sent to: Office of Economic Development and Tourism,

Director, Seminole County Government, 1055 AAA Drive, Suite 149, Lake Mary, Florida 32746.

(c) A sample invoice is attached and incorporated to this Agreement as Exhibit A.

Section 7. Grantees.

(a) SCAC shall also be responsible for administering the Grants Funding received under this Agreement as grants to other arts and cultural organizations and individual artists within Seminole County. FORTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS AND 60/100 DOLLARS ($48,881.60) (Grants Funding) of the County Contribution shall be allocated for these grants. SCAC has developed and shall implement a transparent and equitable process for reviewing and awarding grants based on criteria such as community need, impact, and alignment with the County's cultural development goals, as further detailed in the "Seminole Cultural Arts Grant Program Application Packet" attached and incorporated to this Agreement as Exhibit B. SCAC shall utilize the Seminole Cultural Arts Grant Program Application Packet, and the review criteria provided therein, in its grant application, review, and administration process.

(b) SCAC shall maintain a detailed list of all grantees, as illustrated by Exhibit C, which is attached and incorporated to this Agreement. This list shall include the name of each grantee, the amount of funding awarded, the purpose of the grant, the anticipated outcomes or benefits to the community, and the names of all persons on SCAC grant review committee.

(c) SCAC shall ensure that all grantees comply with the reporting and accountability requirements outlined in this Agreement and shall oversee the proper use of grant funds to ensure they are used exclusively for the approved purposes. Regular reports shall be provided to the COUNTY pursuant to Section 4(a) of this Agreement documenting the distribution and use of the grant funds, as well as grantee compliance.

Section 8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 9. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 10. Public Records Law.

(a) SCAC acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. SCAC acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's written request, SCAC will provide COUNTY with all requested public records in SCAC 's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) SCAC specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SCAC will transfer, at no cost to COUNTY, all public records in possession of SCAC, or keep and maintain public records required by COUNTY under this Agreement. If SCAC transfers all public records to COUNTY upon completion of this Agreement, SCAC must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SCAC keeps and maintains the public records upon completion of this Agreement, SCAC must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon written request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the SCAC which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts upon written request and with agreement of the SCAC's Executive Board. The right of access also includes timely and reasonable access to SCAC's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SCAC" includes employees to be paid from Funds provided under this Agreement.

(d) IF SCAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR AT: (407) 665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 11. Records and Audits.

(a) SCAC shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non- exempt public records shall be and remain available at SCAC's main offices at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) SCAC agrees that COUNTY or its duly authorized representative shall upon written request, until the expiration of five (5) years after Agreement closure, have access to examine any of SCAC 's non-exempt books, documents, papers, and records involving transactions related to this Agreement.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. SCAC will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 12. Notices.

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

For COUNTY:

Guilherme "Gui" Cunha
Director
Office of Economic Development and Tourism

Seminole County Government
1055 AAA Drive, Suite 149
Lake Mary, Florida 32746

For SCAC:

Dr. Deborah Bauer
Executive Director
P.O. Box 28
Sanford, FL 32772-0028

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.

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

Section 13. Indemnity.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees, and agents thereof while acting within the scope of their employment.

(b) SCAC shall indemnify and hold Seminole County harmless from any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to the communication, action, or inaction of any persons or businesses contracted by SCAC to furnish services in Seminole County or to Seminole County businesses. Seminole County shall not be responsible for any liability resulting from the actions of entities contracted by SCAC, and SCAC assumes full responsibility for the conduct and performance of its contracted entities for the services provided in Section 4 of this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity for COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

Section 14. Insurance.

(a) SCAC, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. SCAC shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. SCAC must adhere to and be advised of the following:

(1) SCAC shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by SCAC will relieve SCAC of its full responsibility for liability, damages, and accidents that may occur during the term of this Agreement.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SCAC in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of SCAC.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then SCAC shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and SCAC shall remedy any deficiencies in the insurance policies coverage within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SCAC or any other party.

(b) General Requirements.

(1) Before commencing work, SCAC shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building 1101
East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, SCAC shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, SCAC shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by SCAC.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and SCAC as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, and Business Auto Liability. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by SCAC pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self- insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by SCAC.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then SCAC shall immediately notify COUNTY as soon as SCAC has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting

the requirements of this Agreement. Until such time as SCAC has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SCAC will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of SCAC, SCAC, at SCAC's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by SCAC and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) SCAC's insurance must cover SCAC and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage

customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by SCAC are as specified in Exhibit D.

(D) If SCAC asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, SCAC shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including SCAC, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) SCAC 's insurance must cover SCAC for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If SCAC 's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by SCAC are as specified in Exhibit D.

(3) Business Auto Liability.

(A) SCAC's insurance must cover SCAC for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event SCAC does not own automobiles, SCAC shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by SCAC are as specified in Exhibit D.

Section 15. Conflict of Interest.

(a) SCAC agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SCAC hereby certifies that no officer, agent or employee of COUNTY has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the

business of SCAC to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SCAC hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 16. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 17. Employee Status.

(a) Persons employed or retained by SCAC in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) SCAC assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to SCAC personnel or contractors working on behalf of SCAC obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any the activities to be performed by SCAC, SCAC will be

acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of COUNTY.

Section 18. No Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to SCAC, and is not intended to nor shall benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 19. Termination. This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that SCAC fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by SCAC after SCAC has received notice of termination. Upon the termination of this Agreement, SCAC shall immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unexpended funds provided under this Agreement. Any requirements set forth in Sections 11 and 13 survive the term of this Agreement as a whole.

Section 20. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 21. Construction of Agreement. This 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, COUNTY and SCAC, have contributed substantially and materially to the preparation hereof.

Section 22. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

Section 23. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 24. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

[*Remainder of page intentionally blank. Signature page follows.*]

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

ATTEST:

SEMINOLE CULTURAL
ARTS COUNCIL, INC.

_____
ABBY SANCHEZ, Secretary

By: _____
ANTHONY ARAMENDIA, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Exhibit A – Sample Invoice
Exhibit B – Seminole Cultural Arts Grant Program Application Packet
Exhibit C – Grantee List
Exhibit D – Insurance requirements
Exhibit E – Human Trafficking Affidavit

JBN 3/12/2026

T:\Users\jnix\Seminole Cultural Arts Council\FY 2026 SCAC\FY26 SCAC - Partnership funding agreement - final - 3-12-26.docx

Exhibit A
Sample
Invoice

Invoice No. XXXX

Seminole Cultural Arts Council (SCAC) P.O. Box 28 Sanford, FL 32772-0028

INVOICE

Customer

Name	Board of County Commissioners				
Address	1101 E 1st St				
City	Sanford	State	FL	ZIP	32771
Phone					

Misc

Date	
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
		$ -	$ -
X	Grants Awarded	$ -	#VALUE!
X	List Approved Operational Activity (Budget Actuals)	$ -	#VALUE!
	Thank you for your continued support of art & culture in Seminole County		
		SubTotal	#VALUE!
		Shipping	
	Tax Rate(s)		#VALUE!
		TOTAL	#VALUE!

Payment

Comments
Name
CC #
Expires

Office Use Only

The Seminole Cultural Arts Council is a catalyst for the preservation of local cultural and historic heritage, including performing, literary, and visual arts and sciences, and serves to sustain, develop and advance the cultural life of Seminole County. Email info@seminoleculturalarts.org. Find us at www.seminoleculturalarts.org and on FaceBook.

Phone 407-562-2810

EXHIBIT B

Seminole Cultural Arts Grants Program
APPLICATION PACKET
Instructions & Application
2026-2027

DUE BY 11:59pm EST @ May 31, 2026
Electronic Submissions ONLY will be accepted.

Seminole Cultural Arts Council
P.O. Box 28, Sanford, FL 32772-0028
Phone: 407-562-2810
Email: info@seminoleculturalarts.org
www.seminoleculturalarts.org

TABLE OF CONTENTS

Seminole Cultural Arts Grants Program Overview

The Seminole Cultural Arts Council (SCAC) established the Seminole Cultural Arts Grants Program to promote and advance arts and cultural initiatives across Seminole County. Recognizing the vital role that the arts play in enriching communities, the SCAC created this program to provide essential funding to qualified artists, nonprofit organizations, schools, and cultural institutions. These grants help bring artistic projects to life—projects that foster creativity, preserve cultural heritage, and engage residents of all ages. Funding for the arts is not just about supporting creative expression; it also drives economic development, enhances education, and strengthens community identity. In Seminole County, where diverse cultural voices thrive, grant support ensures that the arts remain accessible and impactful. By investing in local talent and cultural programming, the SCAC affirms its commitment to making Seminole County a vibrant, inclusive, and culturally rich place to live, work, and visit.

Founded in October 1994, the Seminole Cultural Arts Council is headquartered in Sanford, Florida and is a 501(c)(3) nonprofit organization dedicated to fostering a thriving arts and culture environment in Seminole County, Florida. SCAC seeks to enrich the cultural fabric of the community through partnerships, education, and advocacy. SCAC is dedicated to preserving and advancing the cultural and artistic heritage of Seminole County. Its mission is to serve as a catalyst for the preservation of local cultural and historic heritage, encompassing the performing, literary, culinary, historical, archaeological, and visual arts and sciences, thereby sustaining, developing, and enhancing the cultural life of the community.

In 1996, the Seminole County Board of Commissioners designated SCAC as the official recipient of the Florida ARTS license plate funds. Through the Division of Cultural Affairs, State of Florida, and Florida's Department of Motor Vehicles, $20 from each special State of the Arts license tag purchased by Seminole County residents goes toward a grant fund that supports the arts in Seminole County. Since SCAC was formed, more than $400,000 in grants has been awarded.

2026-2027 Seminole Cultural Arts Grants Program Timeline

Grant Calendar Year - October 1, 2026, through September 30, 2027

- April 30, 2026: Grant Packet (Instructions & Application) is Available; Grant Window Opens
- Tuesday April 14, 2026: Grant Workshop, 7:00pm-8:00pm (Virtual Webinar Via Zoom — This workshop is required for all applicants, even if they have attended a workshop in the past and/or received grant funding. If a representative does not attend one of the two trainings, their application will be disqualified . They must attend either the IN PERSON WORKSHOP **or** the VIRTUAL WEBINAR VIA ZOOM)
- Friday, April 24, 2026: Grant Workshop, 11:00am-12:00pm (In Person Option @ Historic Sanford Welcome Center, 230 East 1st Street, Sanford, FL 32771 – This workshop is required for all applicants, even if they have attended a workshop in the past and/or received grant funding. If a representative does not attend one of the two trainings, their application will be disqualified . They must attend either the IN PERSON WORKSHOP **or** the VIRTUAL WEBINAR VIA ZOOM)
- May 31, 2026: Grant Application is Due; Grant Window Closes at 11:59pm. Applications MUST be submitted electronically with ALL supporting materials. Any incomplete applications will be disqualified.
- June 1-7, 2026: Applications reviewed by SCAC Executive Director
- June 7-19, 2026: SCAC Grants Subcommittee Scores Grant Application
- June 22-28, 2026: SCAC Grants Subcommittee Meets to Determine Application Rankings
- June 30, 2026: Grant Recipients Notified of Award or Denial of Grant Application; Grant Recipients Have Until 7/19 to accept award and sign grant contract.
- July 19, 2026: Grants Awarded at SCAC Annual Meeting – Recipients MUST be present in person to receive funding
- August 31, 2026: All grant checks MUST BE CASHED no later than 8/31/2026. Any checks not cashed by that date will be null and void.
- May 1, 2027 OR within 60 Days of Grant Funded Activity Being Completed, whichever is first: Final Grant Report due to SCAC via Email to info@seminoleculturalarts.org

Seminole Cultural Arts Grants Program Application Categories

CATEGORY I: Artistic or Cultural Event/Programming

Funds are to be used to support, in part or in whole, arts & cultural events that are free and open to the public.

CATEGORY II: Educational Active Learning Activity

Funds are to be used to facilitate active learning activities for children under the age of 18 at a location in Seminole County that promote arts & culture initiatives to a student population and/or youth demographic. The programming must be provided free of charge or at cost to student/youth participants.

CATEGORY III: Community Outreach to Support Arts & Culture in Underserved Populations

Traditionally non-cultural groups sponsoring or producing a cultural/historical project, including Boys & Girls Clubs, Schools, Seniors Programs, YMCA of Seminole County, and Juvenile Justice Programs, that is designed to benefit Underserved Populations. Underserved Populations are defined as "groups experiencing significant disparities in access to public services due to geographic, economic, social, or cultural barriers."Funds are to be used for cultural programs occurring only at physical locations in Seminole County. Organizations applying under this category need not be arts-affiliated ("arts-affiliated organization" based on groups whose mission statements are primarily dedicated to promoting, advancing, and supporting arts, culture, and humanities) but the project must be of artistic or cultural significance. Artistic and Cultural Significance are defined as "the importance, meaning, or value that a particular object, practice, or tradition holds within a specific culture or community."

CATEGORY IV: Art Project/Show/Exhibition

Funds are to be used by an individual for a specific historic heritage, cultural, or arts project occurring in Seminole County, including but not limited to: literary, culinary, historical, archaeological, and visual arts (including architectural, interior design, and digital graphics) fields. The project must result in the creation of a piece of art or artistic experience that will be accessible in some way to the public at no cost.

Seminole Cultural Arts Grants Program Grant Eligibility

Organizations may submit only one Grant Application per year. Unused funds from successfully awarded grant monies cannot be carried over into your next fiscal year and must be returned to SCAC. **All SCAC funds must be spent between October 1, 2026, and September 30, 2027**. Grant funding is not automatically renewed. Organizations must re-apply for funding each fiscal year.

(1) Applicants must complete and submit the Seminole Cultural Arts Grants Program Application with all required supporting documentation by the grant application due date.
(2) All applicants must attend either the in person grant workshop OR the virtual grant workshop EVEN IF they have attended the workshop in prior years. Any applicant that does not attend one of the workshops will have their application disqualified.
(3) Applicants must have completed at least one year of operation within Seminole County.
(4) Applicants must be registered with the Florida Division of Corporations (Sunbiz.org) and their status must be "active."

(5) Applicants must be designated 501(c)3 not-for-profit organization by the IRS.
(6) Funds must be used for programs or special projects that are artistic/cultural in nature including: historic preservation/restoration; arts in education; music; dance; folk arts; humanities (defined as topics that study the human experience, culture, and history, focusing on how people record, interpret, and express themselves); literature; film/video/media; theater and musical theater; visual arts; the collection or exhibition of historical, archeological, scientific, or ethnic artifacts, handiwork, or objects.
(7) Funds must be spent on program/project direct costs. Grants may not be used as general operating support or used for any expenses not specifically identified with the grant request. Funds expended in a way that are not consistent with the approved grant application must be returned to SCAC no later than September 30th of the year in which the funding was awarded.
(8) Programs/projects must take place in Seminole County, Florida.
(9) Applicants receiving funding from SCAC must include the following statement and the SCAC logo must appear in promotional materials for the funded activity: "Funded in part by the Seminole Cultural Arts Council, Inc. (SCAC)."
(10) Applicants previously funded through SCAC must comply with the terms of their grant agreement, including submission of the Final Grant Report, or the grant request will not be considered.
(11) Applicant organizations are to maintain current accurate time records and receipts stating the actual value of in-kind contributions on file and available for audit.
(12) Applicant must sign a grant contract before funding is awarded.
(13) Applicants must complete and submit event evaluation data from participants who attended the event or experience that was funded by the grant (EX. Post Event Guest Surveys collected from at least 25% of the guests who attend and/or participate in the event)
(14) The organization must comply with Americans with Disabilities Act standards as it relates to persons with disabilities, and may not discriminate based on age, race, color, religion ancestry, national origin, handicap, sexual orientation, marital status, gender or gender identity in any program or activities (e.g., hiring practices, board, audience, or volunteer participation).

Seminole Cultural Arts Grants Program Grant Funding Levels

Grant Funding Levels: $250.00 to $5000.00

Seminole Cultural Arts Grants Program Review and Evaluation Process

Evaluation Criteria:

The grant application will be evaluated in the following areas, with a maximum of 100 points.

Quality of Offerings (up to 40 points)

Applicants must demonstrate the quality of their offerings in all aspects of the proposal.

Panelists will evaluate this criterion using the responses to questions related to the following information:

• Applicant Mission Statement or Artist Statement; (No more than 500 words)
• Project Description. (No more than 500 words)
• Partnerships and Collaborations (if applicant is partnering with another organization, a letter of support addressed to SCAC and dated within the current grant window must be submitted for each partnering organization listed); and
• Required Attachments and Support Materials and/or work samples (see: Support Materials)

Impact (up to 40 points)

Applicants must demonstrate the expected impact of the proposal through accessibility.

Panelists will evaluate this criterion using the following information:

• Estimated number of individuals benefiting, youth benefiting, elders benefiting and artists participating;
• Estimated number of events and opportunities;
• Location and reach of project;
• Project impact (organization's economic impact and education and outreach);
• Marketing and promotion; and
• Accessibility of event facilities and programming location.

Track Record (up to 15 points)

This criterion covers administration, planning, budgets and evaluation.

Panelists will evaluate this criterion using the following information:

• Project Evaluation Plan;
• Project Budget;
• Plan for Marketing the Florida State of the Arts License Plate;
• Plan for Collecting Post Event Guest Data;
• Panelists will also consider the applicant's reporting history and compliance status as of the panel meeting

Uniqueness of Project Design and Gauged Effectiveness of Project Goals (5 points)

Please explain, in summary as you wrap up the conclusion of your grant application narrative answers to the following questions:

A. Why is your project unique when compared to other arts/culture projects in Seminole County?
B. Explain why you feel you have designed an event/project/program that effectively meets unmet needs of Seminole County residents.

Seminole Cultural Arts Grants Program
Application Instructions

Grant forms are available for download as PDF documents at www.seminoleculturalarts.org. If your organization requires that grant documents be in Microsoft Word format, please contact the SCAC office via email at info@seminoleculturalarts.org.

1. All applications must be submitted via email to info@seminoleculturalarts.org by 11:59pm EST on May 31, 2026. All application materials must be sent in one email with the email subject "SCAC 2025-2026 Application Submission from APPLICANT NAME". All materials must be sent as Adobe PDFs (preferred) or MS Word/RTF File Formats. Letters/supporting materials may be submitted by Adobe PDF (preferred) but JPEGS or PNGs are also acceptable.

2. A complete application will contain the following items:

- Cover Letter from Applicant stating the following information:

-Applicant/organization name
-Applicant contact information including email address, mailing address, telephone number, application point of contact (i.e., individual who can be contacted about the grant application)
-Grant category
-Grant application event title
-Funding request amount
-Reference to applicant's prior grant funding from SCAC (if any) and/or an indication that the applicant is applying for the first time.

- Grant Application Form
- Project Narrative/Timeline of Deliverables/Brief Project Budget
- Certification
- Supporting Materials (including Final Grant Report and copies of Post-Event Guest Feedback Survey for prior award winners funded after 2026)

Required Attachments/Support Materials: (Compile in the order described below and include in the Attachments/Support Materials section of each copy.)
1. Proof of registration with the Florida Division of Corporations (Sunbiz.org)
2. 501(c)3 Determination Letter from IRS
3. Letters of Support/Endorsements

SEMINOLE CULTURAL ARTS GRANTS PROGRAM
as funded by the Seminole Cultural Arts Council
FY 2026-2027 GRANT APPLICATION

I. General Information

(1) Name of Organization _____

(2) Name of Event/Project _____

(3) Grant Contact Person _____

(4) Complete Street Address of Organization
Street _____

City _____ Zip _____

Phone: _____ Cell: _____

(5) Email Address of Organization _____

(6) Email Address of Grant Contact Person _____

(7) Grant Contact Person Title:_____

(8) Grant Category:

____ CATEGORY I: Artistic or Cultural Event/Programming
____ CATEGORY II: Educational Active Learning Activity
____ CATEGORY III: Community Outreach to Support Arts & Culture in Underserved Populations
____ CATEGORY IV: Art Project/Show/Exhibition

(9) Federal Employer ID# for 501(c)3 nonprofit organizations _____

(10) Amount Requested $_____

(11) Event/Project Beginning Date: _____ Ending Date: _____

(12) Have you ever applied for a SCAC Grant? _____YES _____ NO

(13) If yes, when? _____ (If yes, copies of Final Grant Report Forms for 2025-2026 grant recipients shall be included with Required Support Material in this application.

(14) Have you ever received SCAC Grant funding? _____YES _____ NO

(15) If yes, when? _____ (If yes, copies of Final Grant Report Forms for 2025-2026 grant recipients shall be included with Required Support Material in this application.

(16) Have you received any grant funding in the past five years from an organization that is not SCAC? _____YES _____ NO

(17) If yes, please list the institution that granted the funding, the year awarded, the amount awarded, and the project for which the funding was awarded.

II. Project Narrative:

A. Quality of Offerings – Maximum 40 points

1. Project Title (clearly identify what your project involves):

2. Project Description – 500 word maximum word count (What is the goal? What makes this project unique? Describe the relationship between the organization's mission and goals, project's goals, and activities. List any other individuals/groups/organizations involved with the project.):

4. Merit of Project/Community Need -- 500 word maximum word count (How will it enhance/highlight arts and culture—broadly defined--in Seminole County? Be specific in explaining why this funding will have a positive outcome or what you anticipate the benefits of this funded project for the citizens of Seminole County,)**:**

5. Organization Mission Statement -- 250 word maximum word count

B. Impact – Maximum 40 points -- 1000 word maximum word count

Describe the expected impact of the grant activity and/or event on the citizens of Seminole County. In your summary include the following information:

• Estimated number of individuals benefiting, youth benefiting, elders benefiting and artists participating;
• Estimated number of events and opportunities;
• Location and reach of project;
• Project impact (organization's economic impact and education and outreach);
• Marketing and promotion; and
• Accessibility of event facilities and programming location
• Explain how you will you increase recognition for Arts License Plates and the Seminole Cultural Arts Council? (SCAC's ability to continue granting funds depends on proceeds from sales of arts license plates. For this reason, recognition of support is important.

C. Track Record – Maximum 15 points -- 1000 word maximum word count

• Brief Project Budget;
Please note that the event budget should only include expected costs of specific materials, fees, or costs associated with the event described in the application narrative. Estimates of specific cost amounts may be used.

PROJECT EXPENSES ALLOWED

- Artist/Guest Speaker Honorarium
- Artist/Performer Fees – please note that performer fees CANNOT be paid to any individual who has has had any formal affiliations with the grant application group via their Board of Directors in the last 2 years.

- Personnel- Technical or Production (fees)
- Venue Rental (EX. theater, hall, gallery, rehearsal venue, park, classroom, etc.)
- Marketing-Publicity/Promotion (newspapers, radio/television advertising, posters, printing, mailings)
- Other Logistical Costs (scripts, scores, supplies specific to this project, equipment rental, sets, props)

• Plan for Collecting Post Event Guest Data;
• Grant reviewers will also consider the applicant's reporting history and compliance status as of the panel meeting

D. Uniqueness of Project Design and Gauged Effectiveness of Project Goals (5 points) -- 250 word maximum word count

Please explain, in summary as you wrap up the conclusion of your grant application narrative answers to the following questions:

A. Why is your project unique when compared to other arts/culture projects in Seminole County?
B. Explain why you feel you have designed an event/project/program that effectively meets unmet needs of Seminole County residents.

III. CERTIFICATION - Authorizing Official

I have reviewed this application for funds from the Seminole Cultural Arts Council (SCAC) for FY 2025-26. I am in full agreement with the information contained herein. I am authorized to submit this application and certify that the organization meets all eligibility requirements as described in the grant guidelines and that all information contained within this application is true to the best of my knowledge.

TREASURER_____

Signature

_____

Printed Name **Date**

SEMINOLE CULTURAL ARTS GRANTS PROGRAM
GRANT FINAL REPORT FORM
FY 2026-2027

Email to: info@seminoleculturalarts.org

You must return this Final Grant Report Form to SCAC no later than sixty (60) days after the completion of your project. Failure to do so will deem your organization ineligible for future grants from the SCAC. Final Grant Report must include photographs of the progress or end product of your program or project in a form which can be used in advertising and promotion.

Organization: _____

Project Title: _____

Grant Category: _____

Grant Amount Funded: _____

Organization Address: _____

City: _____ **Zip Code:** _____

Phone: _____ **Email:** _____

Contact Person: _____

Phone: _____ **Email:** _____

Please provide complete and accurate answers to the following:

1. **Date project began:** _____ **Date project ended:** _____

2. **Total Cost of Project: $** _____ **Amount of Grant Award: $** _____
   (Please Note: Any unused grant funds must be returned to SCAC)

3. **Did you have to change any aspect of the project as originally designed?**
   _____**YES** _____**NO** If *Yes*, briefly explain.

4. **Do you plan to repeat this project or continue it in some modified version?**
   _____**YES** _____**NO** If *Yes*, when? _____
   If *No*, briefly explain.

5 Briefly describe your project - What did you do? When did you do it? Where did you do it? (Use an attached sheet if more space is needed.)

6. Briefly explain the organization's use of the grant monies for programs, projects, other activities funded, and summarize the impact of this grant to the organization. (Use an attached sheet if more space is needed).

7. **How did your organization promote State of the Arts License Plates? Does your organization want information about the "State of the Arts" license plates?** ____YES ____NO

8. How many individuals benefited from this project? _____

9. What was the attendance at the grant project? (If applicable).
Paid admissions _____+ Complimentary admissions _____= Total _____

10. Support Materials: You must attach support materials and submit them with this Grant Final Report. Include copies of reviews, articles, brochures, programs, support letters, etc. (Please Note: Credit to the Seminole Cultural Arts Council must be reflected in your marketing and support materials.)

I certify that the above information presents an accurate and complete description of the grant activity within the report dates shown above.

_____ _____
Signature of Authorizing Official **Date**

_____
Printed Name of Authorizing Official

SEMINOLE CULTURAL ARTS GRANTS PROGRAM
GRANT FINAL REPORT FORM – SAMPLE POST-EVENT GUEST DATA SURVEY
FY 2026-2027

Post-Event Guest Survey

Presented by [Host Organization Name]

This event was funded in part by the Seminole Cultural Arts Grants Program, through the Seminole Cultural Arts Council.

Thank you for attending our event! Your feedback helps us improve and demonstrate the value of public arts funding in our community.

---

1. Overall, how would you rate your experience at this event?

☐ Excellent
☐ Good
☐ Fair
☐ Poor

2. Is this your first time attending this event?

☐ Yes
☐ No — I've attended in the past

3. How did you hear about this event? (Check all that apply)

☐ Social media
☐ Email or newsletter
☐ Friend or word of mouth
☐ Website
☐ Flyer/poster
☐ Other (please specify): _____

4. What did you enjoy most about the event?

5. Do you feel this event contributed positively to the cultural life of the community?
☐ **Yes**
☐ **Somewhat**
☐ **No**
☐ **Not sure**

6. How likely are you to attend this specific event again if it is held in the future?
☐ **Very likely**
☐ **Somewhat likely**
☐ **Not likely**
☐ **Unsure**

7. How likely are you to attend other arts and cultural events hosted by this organization?
☐ **Very likely**
☐ **Somewhat likely**
☐ **Not likely**

8. Do you believe public funding (such as through the Seminole Cultural Arts Grants Program) should continue to support arts and culture events like this one?
☐ **Yes**
☐ **Maybe**
☐ **No**
☐ **Unsure**

9. Please share any additional comments or suggestions:

(Optional) Zip code: _____
(Optional) Email (to receive updates about future events): _____

EXHIBIT C

GRANTEE LIST

Grantee Name	Contact	Amount of Funding Awarded	Purpose of the Grant	Anticipated Outcome or Benefit	List of all persons on SCAC grant review committee

EXHIBIT D

SEMINOLE CULTURAL ARTS COUNCIL, INC.

ARTS FUNDING AGREEMENT

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 500,000	Each Accident
	$ 500,000	Disease Aggregate
	$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	(Any Auto or Owned, Hired, and Non-Owned Autos)

~~ End Exhibit D ~~

Exhibit E

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of _____ ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ _____

Signature Date

_____

Print Name, Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by_____, as _____, on behalf of the Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

File Number: 2026-0257

Title:

Request Board approval to submit a grant application to the Florida Fish and Wildlife Conservation Commission for the Florida Boating Improvement Program (FBIP) requesting up to $315,000 for the Lake Jesup Boat Ramp Planning and Design Project; and authorize the County Manager or designee to execute all documents associated with the FBIP grant application. District2 - Zembower **(Rick Durr, Parks and Rec Director)**

Division:

Parks and Recreation - Parks and Recreation

Authorized By:

Rick Durr, Parks and Recreation Director

Contact/Phone Number:

Sherry Williams/407-665-2170

Background:

The Florida Fish and Wildlife Conservation Commission has published the FY2026 Notice of Funding Opportunity (NOFO) to apply for Florida Boating Improvement Program (FBIP). FBIP grants are intended to provide funding for boating access projects and other boating-related activities benefiting motorized vessels in Florida. The State contribution is 75 percent towards each project requiring a 25 percent match from the applicant. There is approximately $3,000,000 in State funding available. Facilities involved in the planning project are the parking lot, a gangway and floating dock, an observation tower, and a fishing platform.

To get full application points and because some planned facilities will benefit non-boaters, a match is required. The County will provide up to $105,000 as match. Match funding will come from 2024 Infrastructure Sales Tax Funds (11580).

Requested Action:

Staff requests Board approval to submit a grant application to the Florida Fish and

Wildlife Conservation Commission for the Florida Boating Improvement Program (FBIP) requesting up to $315,000 for the Lake Jesup Boat Ramp Planning and Design Project; and authorize the County Manager or designee to execute all documents associated with the FBIP grant application.

File Number: 2026-0258

Title:

Approve, or approve and propose amendments, to Seminole County's proportionate share of the Central Florida Commuter Rail Commission's tentative budget for FY26-27. Countywide. **(Tawny Olore, Public Works Director)**

Division:

County Manager Office

Authorized By:

Lorie Bailey Brown, CFO, Administrative Services Director

Contact/Phone Number:

Lorie Bailey Brown/407-665-7176

Background:

On March 26, 2024, the Seminole County Board of County Commissioners ("Board") approved the Third Amendment to Interlocal Governance Agreement for a procedural revision and to further revise the obligation of the Local Government Partners (Orange, Osceola, Seminole, Volusia Counties and City of Orlando) to fund the Annual System Deficit of the Commuter Rail System.

On November 12, 2024, the Board approved the Locally Funded Agreement ("LFA") between the State of Florida, Department of Transportation ("FDOT") and the Central Florida Commuter Rail Commission ("CFCRC"), providing a mechanism of funding SunRail as of December 31, 2024, the Financial Transition Date.

For FY25-26, the CFCRC total operating and capital budget was estimated in the amount of $63,228,598 and Seminole County's proportionate allocation was $11,516,626.

Similar to FY25-26, FDOT provided Local Government Partner staff operating and capital budget information for the CFCRC's tentative budget for FY26-27 in the amount of $65,072,334. This consists of local operating support in the amount of $61,887,334 and capital maintenance in the amount of $3,185,001. Seminole County's proportionate allocation for FY26-27 is $11,255,970, which represents a 2.26%

decrease (or $260,656) in comparison to the FY25-26 allocation.

In accordance with the Third Amendment to the Interlocal Governance Agreement, on or prior to May 15, each Local Government Partner is entitled to propose amendments to the CFCRC's tentative annual budget. Such proposals must be presented to the CFCRC at the next monthly meeting for consideration. If, for any reason, a Local Government Partner fails to make all, or any portion of the quarterly payment required, the difference between the required quarterly payment and the actual amount paid shall be taken by FDOT from the Work Program in the geographic area of such Local Government Partner and paid to the CFCRC.

The FY26-27 CFCRC tentative budget and the draft presentation for the March 26, 2026, CFCRC meeting is included with this agenda item for reference purposes.

Requested Action:

Staff requests the Board approve, or approve and propose amendments, to Seminole County's proportionate share in the amount of $11,255,970 as part of the Central Florida Commuter Rail Commission's tentative budget for FY26-27.

CFCRC Tentative Budget FY26-27

FY26-27 Budget Overview
Consolidated FDOT/CFCRC

Budget Overview - Expenses				
Description	**FY26-27 Tentative**	**FY25-26 Budget**	**Change $**	**Change %**
FDOT Operating Expenses	$ 89,833,561	$ 81,504,191	$ 8,329,370	10%
FDOT Capital Maintenance	12,330,970	19,113,401	(6,782,431)	-35%
CFCRC In House Operating	1,002,380	503,600	498,780	99%
CFCRC Reserves	6,500,000	8,500,000	(2,000,000)	-24%
Total	**$ 109,666,911**	**$ 109,621,192**	**$ 45,719**	**.04%**

Revenue - Consolidated

Description	FY26-27 Tentative	FY25-26 Budget	Change $	Change %
Farebox Revenue	$ 2,283,981	$ 2,211,461	$ 72,520	3%
CSX,Amtrak, FCEN Usage	4,517,462	4,997,777	(480,315)	-10%
ROW & Ancillary	545,694	612,475	(66,780)	-11%
FDOT PTC Contribution	5,100,000	5,100,000	-	0%
FTA Grants (5307/5337)	19,047,439	19,254,480	(207,041)	-1%
Additional Capital Funding	-	3,966,401	(3,966,401)	-100%
FDOT Revenues Subtotal	**$ 31,494,577**	**$ 36,142,594**	**$ (4,648,017)**	**-13%**

Revenue – Consolidated

CFCRC Revenues	FY26-27 Tentative	FY25-26 Budget	Change $	Change %
LFP Contribution	$ 65,072,334	$ 63,228,598	$ 1,843,736	3%
Interest Earnings	200,000	250,000	(50,000)	-20%
Appropriated Fund Balance FDOT	3,900,000		3,900,000	100%
Appropriated Fund Balance Internal	1,000,000	-	1,000,000	100%
Appropriated Fund Balance SOGR	8,000,000	10,000,000	(2,000,000)	-20%
Sub-Total CFCRC Revenues	78,172,334	73,478,598	4,693,736	7%
Total All Revenues	**$ 109,666,911**	**$ 109,621,192**	**$ 45,719**	**0.04%**

Expenses - Consolidated

Description	FY26-27 Tentative	FY25-26 Budget	Change $	Change %
Operations/Maintenance	$ 35,297,530	$ 33,030,807	$ 2,266,723	7%
Fare Collection	1,360,000	1,200,000	160,000	13%
Signal Maintenance	4,651,470	4,353,384	298,086	7%
Green's Energy - Fuel	3,800,000	3,800,000	-	0%
Gallagher Insurance	5,400,000	5,100,000	300,000	6%
Heavy Vehicle Maintenance	9,965,613	3,360,000	6,605,613	197%
Preventative Maintenance	2,180,000	4,500,000	(2,320,000)	-52%

Expenses - Consolidated

Expenses - Consolidated System (continued)				
Description	**FY26-27 Tentative**	**FY25-26 Budget**	**Change $**	**Change %**
Station/Onboard Security	$ 1,380,000	$ 1,540,000	$ (160,000)	-10%
PTC	11,399,161	11,000,000	399,161	4%
Consultant Support	10,960,000	11,000,000	(40,000)	0%
Technology	950,000	105,000	845,000	805%
Train Wash Services	513,175	-	513,175	100%
Other (Wi-Fi,Comms, Banking)	476,612	515,000	(38,388)	-7%
FDOT O&M Contingency	1,500,000	2,000,000	(500,000)	-25%
FDOT Operating Expenses Subtotal	**$ 89,833,561**	**$ 81,504,191**	**$ 8,329,370**	**10%**

Expenses - Consolidated

Expenses - Consolidated System (continued)				
Other Major Categories:	**FY26-27 Tentative**	**FY25-26 Budget**	**Change $**	**Change %**
FDOT Capital Maintenance (Detail on Next Slide)	$ 12,330,970	$ 19,113,401	$ (6,782,431)	-35%
CFCRC Operating (Professional Svc, Banking)	1,002,380	503,600	498,780	99%
CFCRC Contingency Reserve	500,000	500,000	-	0%
CFCRC Reserves (State of Good Repair)	6,000,000	8,000,000	(2,000,000)	-25%
Total All Expenses	**$ 109,666,911**	**$ 109,621,192**	**$ 45,719**	**0.04%**

FDOT – Capital Requests

FDOT Capital Request Detail				
Description	**FY26-27 Tentative**	**FY25-26 Budget**	**Change $**	**Change %**
Rolling Stock MOE & SOGR	$ 5,500,000	$ 5,615,000	$ (115,000)	-2%
Track, Civil, Facilities and Stations	300,000	4,000,000	(3,700,000)	-93%
Communication Systems	1,220,000	3,298,401	(2,078,401)	-63%
Bridges, Culverts & Retaining Walls	-	1,000,000	(1,000,000)	-100%
Signal Systems	2,110,970	1,000,000	1,110,970	111%
Subtotal	$ 9,130,970	$ 14,913,401	$ (5,782,431)	-39%
Consultant Support	3,200,000	4,200,000	(1,000,000)	-24%
Total	**$ 12,330,970**	**$ 19,113,401**	**$ (6,782,431)**	**-35%**

CFCRC Portion of Consolidated Budget

Revenues	FY26-27 Tentative
LFP Contribution	$ 65,072,334
Interest Earnings	200,000
Appropriated Fund Balance	9,000,000
Total CFCRC Revenues	**$ 74,272,334**

Expenditures	FY26-27 Tentative
Payments to FDOT	$ 66,769,954
CFCRC Inhouse Operating	1,002,380
CFCRC Reserves	500,000
State of Good Repair	6,000,000
Total CFCRC Expenditures	**$ 74,272,334**

Summary of LFA Allocations

County \ City	FY2027	FY 2026	$ Change	% Change
Volusia County	**$ 6,374,424**	**$ 6,647,588**	**$ (273,164)**	**-4.11%**
Local Operating Support	5,706,278	5,396,111	310,167	5.75%
Capital Maintenance	668,146	1,251,477	(583,331)	-46.61%
Seminole County	**11,255,970**	**11,516,626**	**(260,656)**	**-2.26%**
Local Operating Support	10,391,064	9,896,606	494,458	5.00%
Capital Maintenance	864,906	1,620,020	(755,114)	-46.61%

Summary of LFA Allocations

Orange County (Remitted by Orange County)	**14,966,150**	**14,457,911**	**508,239**	**3.52%**
Orange County (Sub-total)	7,880,904	7,940,797	(59,893)	-0.75%
Local Operating Support	7,023,365	6,334,576	688,789	10.87%
Capital Maintenance	857,539	1,606,221	(748,682)	-46.61%
City of Maitland (LOS)	1,764,307	1,711,305	53,002	3.10%
City of Winter Park (LOS)	5,320,939	4,805,809	515,130	10.72%
City of Orlando	**20,094,270**	**18,632,356**	**1,461,914**	**7.85%**
Local Operating Support	19,804,916	18,090,379	1,714,537	9.48%
Capital Maintenance	289,354	541,977	(252,623)	-46.61%
Osceola County	**12,381,520**	**11,974,117**	**407,403**	**3.40%**
Local Operating Support	11,876,465	11,028,119	848,346	7.69%
Capital Maintenance	505,055	945,998	(440,943)	-46.61%
Total	**$ 65,072,334**	**$ 63,228,598**	**$ 1,843,736**	**2.92%**

Only bolded amounts are included in total.

CFCRC Tentative Budget FY26-27

Questions?

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0212

Title:

Approve and authorize the Chairman to execute an agreement for the Purchase of 0.79 Mitigation Credits for the Michigan Avenue Drainage Improvements Project in the amount of $94,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District5 - Herr **(Tawny Olore, Public Works Director).**

Division:

Public Works - Engineering

Authorized By:

Tawny Olore, Public Works Director

Contact/Phone Number:

Joseph LoFaso/407-665-5709

Background:

Seminole County Public Works, in the course of permitting under the previous Michigan Avenue Drainage Improvements Project (CIP 02407100) the Michigan Avenue Drainage Improvements Project with the St. Johns River Water Management District, it was determined by the District that this project required the purchase of 0.79 Mitigation Credits to mitigate the impacts to the wetlands within the project limits in order to issue the permit. The budget for this item is located under account business unit #02507065.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute an agreement for the Purchase of 0.79 Mitigation Credits for the Michigan Avenue Drainage Improvements Project in the amount of $94,800.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC.

AGREEMENT FOR THE PURCHASE AND SALE OF MITIGATION CREDITS – MICHIGAN AVENUE DRAINAGE IMPROVEMENTS

This Agreement for the Purchase and Sale of Mitigation Credits ("Agreement") is entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "Buyer," and **MIAMI ALTERNATIVES, LLC**, whose address is 3450 Old Dawson Ranch Road, Edgewater, Florida 33132, in this Agreement referred to as "Seller" (individually, a "Party," and collectively, "Parties").

W I T N E S S E T H:

A. **WHEREAS**, Seller owns the Farmton Mitigation Bank ("Bank");

B. **WHEREAS**, Seller has the legal authority to offer for transfer and sale wetland mitigation credits from the Bank to address wetland impacts ("Mitigation Credits") under the St. John's River Water Management District ("SJRWMD") Permit No. 4-127-76185-25 and the U.S. Army Corps of Engineers Permit No. MBI/1998-01836(IP-ME); and

C. **WHEREAS**, Buyer is seeking to perform the project known as Michigan Avenue Drainage Improvements, CIP No. 02407100 ("Project") pursuant to SJRWMD Application No. 228437-2 and compensate for the loss of wetlands by purchasing Mitigation Credits from Seller,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.01. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

1.02. Purchase and Sale. Seller shall sell to Buyer and Buyer shall purchase from Seller the Mitigation Credits on terms and conditions specified in this Agreement.

1.03. Purchase Price. Seller hereby sells to Buyer and Buyer hereby purchases from Seller a total of seventy-nine hundredths (0.79) forested state Mitigation Credits. The total purchase price for the Mitigation Credits is NINETY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 ($94,800.00) ("Purchase Price") payable by wire or check drawn on a U.S. banking institution. The method of payment will be selected by Buyer. This sale and transfer is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in Seller's property or Bank, nor the granting of any interest of the foregoing.

1.04. Payment. Buyer agrees to remit the Purchase Price to the Seller for the Mitigation Credits associated with the Project. If payment is made by check, checks should be payable to **Miami**

Alternatives, LLC at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611. If payment is made by wire transfer, payment should be payable as follows: ACH/Wire: Wire Routing No. 071 000 152, Account No. 35163247, Reference: Seminole County/Miami Alternatives, LLC – Michigan Avenue Drainage Improvements Project. Buyer must make payment of the Purchase Price to Seller on or prior to April 22, 2026. Upon verification that Buyer has paid the Purchase Price to Seller, Seller must notify all appropriate parties of the completed transaction. Further, each Party shall pay its own legal and professional fees and fees of other consultants incurred regarding this transaction.

1.05. Conditions of Credit Transfer. Upon Buyer's payment of the Purchase Price, Buyer agrees to provide a true and correct copy of the SJRWMD permit documents to Seller within ten (10) calendar days thereafter, in accordance with Section 2.01 ("Notice") of this Agreement. Upon Seller's receipt of the SJRWMD permit documents, Seller must transfer the Mitigation Credits to Buyer within thirty (30) calendar days and provide documents evidencing the transfer of the Mitigation Credits.

ARTICLE 2. GENERAL TERMS AND CONDITIONS.

Section 2.01. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to Buyer:

Attention: County Engineer
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

As to Seller:

Attention: Helen Hutchens, Managing Member
Miami Alternatives, LLC
410 North Michigan Avenue, Suite 590
Chicago, Illinois 60611
Email: hhutchens@miami-corp.com

As to Consultant:

Attention: Victoria Bruce
The Mitigation Banking Group, Inc.
P.O. Box 195813
Winter Springs, Florida 32708

Email: victoria@mitigationbankinginc.com

2.02. Termination.

(a) If Buyer fails to make payment in accordance with this Agreement by April 22, 2026, this Agreement automatically terminates with no penalty to Buyer.

(b) If SJRWMD denies the subject permit, the Buyer may request Seller to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer. Otherwise, the Purchase Price is not refundable by the Seller.

2.03. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, one Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

2.04. Indemnification. Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

2.05. Limitation of Liability. In no event will Buyer be liable to Seller or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether Seller was advised of the possibility of such damages, or under any legal or equitable theory upon which the claim is based.

2.06. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

2.07. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

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

2.09. Waiver. The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future right to enforce such provision or any other provision of this Agreement.

2.10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

2.11. Court Costs and Fees. In the event of litigation between the parties, the prevailing Party will be entitled to recover from the non-prevailing Party all costs of litigation and any appeals, including but not limited to attorney's fees, expert witness fees, and costs of suit.

2.12. Construction. The Parties hereby acknowledge and agree that (a) each Party to this Agreement is of equal bargaining strength, (b) each such Party has actively participated in the drafting, preparation, and negotiation of this Agreement, (c) each such Party has consulted or has had the opportunity to consult with such Party's own independent counsel, and such other professionals as such Party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such Party and such Party's counsel and advisors have reviewed the Agreement and following such review each Party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the Party most or more responsible for drafting the Agreement will not apply in the interpretation of this Agreement, or any portions of it or any amendments to it.

2.13. Relationship of Parties. Nothing contained in this Agreement may be deemed or construed by one Party to create a relationship of principal and agent, partnership, joint venture or any other association with the other Party.

2.14. No Third-Party Beneficiaries. This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

2.15. Effective Date. The effective date of this Agreement will be the date when the last Party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Parties.

2.16. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

2.17. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

2.18 Non-Coercion for Labor and Services. As required by Section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

2.19. Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties related to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement for the purposes set forth above.

WITNESSES:

Witness

Nikki Jasmont
Print Name

Witness

Shelby Kellar
Print Name

MIAMI ALTERNATIVES, LLC

By: Helen Hutchens

Name: Helen Hutchens

Title: Authorized Representative

Date: 2/13/2026

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A – Affidavit of Non-Coercion for Labor and Services

BP/
2/6/26
T:\Users\bpatel\Public Works\LWR No.13103 (Michigan Avenue Drainage Improvements Project)\Agreement for the Purchase and Sale of Mitigation Credits – Michigan Avenue Drainage Improvements.docx

Exhibit A

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

MIAMI ALTERNATIVES, LLC

Witness

Helen Hutchens

Print Name

By: _____

Name: David C. Fuechtman

Title: Executive Vice President and General Counsel
Miami Corporation Management, LLC
Managing Member Miami Alternatives, LLC

Date: 2/11/2026

Witness

Angela Matera

Print Name

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0220

Title:

Approve and authorize the Chairman to execute an agreement for the Purchase of 0.23 Mitigation Credits for the Old Mims Road and S Jungle Road Drainage Improvements Project in the amount of $27,600.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC. District2 - Zembower **(Tawny Olore, Public Works Director)**

Division:

Public Works - Engineering

Authorized By:

Tawny Olore, Public Works Director

Contact/Phone Number:

Stephanie Morales/407-665-5572

Background:

Seminole County Public Works, in the course of permitting under the previous Old Mims Road and S Jungle Road Drainage Improvements Project (CIP 02307093) with the St. Johns River Water Management District, it was determined by the District that this project required the purchase of 0.23 Mitigation Credits to mitigate impacts to the wetlands within the project limits in order to issue the permit. The budget for this item is located under account business unit #02307095.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute an Agreement for the Purchase of 0.23 Mitigation Credits for the Old Mims Road and S Jungle Road Drainage Improvements Project in the amount of $27,600.00 from the Farmton Mitigation Bank, owned and operated by Miami Alternatives, LLC.

AGREEMENT FOR THE PURCHASE AND SALE OF MITIGATION CREDITS – OLD MIMS & JUNGLE ROAD DRAINAGE IMPROVEMENTS

This Agreement for the Purchase and Sale of Mitigation Credits ("Agreement") is entered into by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "Buyer," and **MIAMI ALTERNATIVES, LLC**, whose address is 3450 Old Dawson Ranch Road, Edgewater, Florida 33132, in this Agreement referred to as "Seller" (individually, a "Party," and collectively, "Parties").

W I T N E S S E T H:

A. **WHEREAS**, Seller owns the Farmton Mitigation Bank ("Bank");

B. **WHEREAS**, Seller has the legal authority to offer for transfer and sale wetland mitigation credits from the Bank to address wetland impacts ("Mitigation Credits") under the St. John's River Water Management District ("SJRWMD") Permit No. 4-127-76185-25 and the U.S. Army Corps of Engineers Permit No. MBI/1998-01836(IP-ME); and

C. **WHEREAS**, Buyer is seeking to perform the project known as Old Mims & Jungle Road Drainage Improvements, CIP No. 02307093 ("Project") pursuant to SJRWMD Application No. 107245-3; USACE/FDEP 404 Application No. SAJ-2025-00353; and compensate for the loss of wetlands by purchasing Mitigation Credits from Seller,

NOW, THEREFORE, for and inconsideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

ARTICLE 1. PURCHASE AND SALE OF MITIGATION CREDITS

1.01. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

1.02. Purchase and Sale. Seller shall sell to Buyer and Buyer shall purchase from Seller the Mitigation Credits on terms and conditions specified in this Agreement.

1.03. Purchase Price. Seller hereby sells to Buyer and Buyer hereby purchases from Seller a total of twenty-three hundredths (0.23) forested freshwater state UMAM Mitigation Credits. The total purchase price for the Mitigation Credits is TWENTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO/100 ($27,600.00) ("Purchase Price") payable by wire or check drawn on a U.S. banking institution. The method of payment will be selected by Buyer. This sale and transfer is not intended as a sale or transfer to Buyer of a security, license, lease, easement or possessory or nonpossessory interest in Seller's property or Bank, nor the granting of any interest of the foregoing.

1.04. Payment. Buyer agrees to remit the Purchase Price to the Seller for the Mitigation Credits associated with the Project. If payment is made by check, checks should be payable to **Miami Alternatives, LLC** at 410 North Michigan Avenue, Suite 590, Chicago, Illinois 60611. If payment is made by wire transfer, payment should be payable as follows: ACH/Wire: Wire Routing No. 071 000 152, Account No. 35163247, Reference: Seminole County/Miami Alternatives, LLC – Old Mims & Jungle Road Drainage Improvements Project. Buyer must make payment of the Purchase Price to Seller on or prior to April 22, 2026. Upon verification that Buyer has paid the Purchase Price to Seller, Seller must notify all appropriate parties of the completed transaction. Further, each Party shall pay its own legal and professional fees and fees of other consultants incurred regarding this transaction.

1.05. Conditions of Credit Transfer. Upon Buyer's payment of the Purchase Price, Buyer agrees to provide a true and correct copy of the SJRWMD permit documents to Seller within ten (10) calendar days thereafter, in accordance with Section 2.01 ("Notice") of this Agreement. Upon Seller's receipt of the SJRWMD permit documents, Seller must transfer the Mitigation Credits to Buyer within thirty (30) calendar days and provide documents evidencing the transfer of the Mitigation Credits.

ARTICLE 2. GENERAL TERMS AND CONDITIONS.

Section 2.01. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to have been received (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to Buyer:

Attention: County Engineer
Seminole County
1101 E. 1st Street
Sanford, Florida 32771-1468

As to Seller:

Attention: Helen Hutchens, Managing Member
Miami Alternatives, LLC
410 North Michigan Avenue, Suite 590
Chicago, Illinois 60611
Email: hhutchens@miami-corp.com

2.02. Termination.

(a) If Buyer fails to make payment in accordance with this Agreement by April 22, 2026, this Agreement automatically terminates with no penalty to Buyer.

(b) If SJRWMD denies the subject permit, the Buyer may request Seller to refund the Purchase Price paid by Buyer within thirty (30) calendar days by check or wire transfer. Otherwise, the Purchase Price is not refundable by the Seller.

2.03. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties agree to informally resolve the dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that informal resolution of the dispute is unsuccessful, one Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida.

2.04. Indemnification. Each Party to this Agreement, its board, officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Party, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. For the avoidance of doubt, if the Buyer elects to terminate, there shall be no liability upon the Buyer, its board, officers, employees, or agents, as applicable, arising from or related to this Agreement. This provision is not to be construed as a waiver by Buyer of its sovereign immunity. The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to either Party any remedy or defense available to the Parties under the laws of the State of Florida.

2.05. Limitation of Liability. In no event will Buyer be liable to Seller or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value arising out of, relating to, or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether Seller was advised of the possibility of such damages, or under any legal or equitable theory upon which the claim is based.

2.06. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

2.07. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not

affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

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

2.09. Waiver. The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future right to enforce such provision or any other provision of this Agreement.

2.10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

2.11. Court Costs and Fees. In the event of litigation between the parties, the prevailing Party will be entitled to recover from the non-prevailing Party all costs of litigation and any appeals, including but not limited to attorney's fees, expert witness fees, and costs of suit.

2.12. Construction. The Parties hereby acknowledge and agree that (a) each Party to this Agreement is of equal bargaining strength, (b) each such Party has actively participated in the drafting, preparation, and negotiation of this Agreement, (c) each such Party has consulted or has had the opportunity to consult with such Party's own independent counsel, and such other professionals as such Party deems appropriate relative to any and all matters contemplated under this Agreement, (d) each such Party and such Party's counsel and advisors have reviewed the Agreement and following such review each Party agrees to enter into this Agreement, and (e) any rule of construction to the effect that ambiguities are to be resolved against the Party most or more responsible for drafting the Agreement will not apply in the interpretation of this Agreement, or any portions of it or any amendments to it.

2.13. Relationship of Parties. Nothing contained in this Agreement may be deemed or construed by one Party to create a relationship of principal and agent, partnership, joint venture or any other association with the other Party.

2.14. No Third-Party Beneficiaries. This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

2.15. Effective Date. The effective date of this Agreement will be the date when the last Party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Parties.

2.16. Assignment. This Agreement may not be assigned by one Party without the prior written approval of the other Party.

2.17. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

2.18 Non-Coercion for Labor and Services. As required by Section 787.06, Florida Statutes, Seller, as a nongovernmental entity contracting with a governmental entity, shall execute an attestation confirming that it does not use coercion for its labor and services, in the form attached as Exhibit A, which shall be incorporated into this Agreement.

2.19. Entire Agreement. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties related to the subject matter of this Agreement. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement for the purposes set forth above.

WITNESSES:

Witness

Angela Matera
Print Name

Shelby Kellar
Witness

Shelby Kellar
Print Name

MIAMI ALTERNATIVES, LLC

By: Helen Hutchens

Name: Helen Hutchens

Title: Authorized Representative

Date: 2/20/2026

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A – Affidavit of Non-Coercion for Labor and Services

BP/
2/20/26
T:\Users\bpatel\Public Works\LWR No.13100 (Old Mims & Jungle Rd Drainage Improvements – Purchase Mitigation Credits Agreement)\Purchase and Sale Agreement – Old Mims & Jungle Rd Drainage Improvements (2.20.26).docx

Exhibit A

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
B. The term "coercion" as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

MIAMI ALTERNATIVES, LLC

Witness

Helen Hutchens
Print Name

By: _____

Name: David C. Fuechtman

Title: Executive Vice President and General Counsel
Miami Corporation Management, LLC
Managing Member Miami Alternatives, LLC

Date: 2/11/2026

Witness

Angela Matera
Print Name

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0234

Title:

Approve and authorize the Chairman to execute the State Revolving Fund Amendment 1 to Loan Agreement LS590220 - Seminole County. Countywide **(Johnny Edwards, Utilities Director)**

Division:

Utilities - Business Office

Authorized By:

Johnny Edwards, Utilities Director

Contact/Phone Number:

Carrie Grien/407-665-2148

Background:

To assist with funding for compliance with the United States Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR), promulgated in 2021 in Title 40 Code of Federal Regulations, Part 141, Subpart I, the Board of County Commissioners authorized a loan agreement (LS590220) with the Florida Department of Environmental Protection (FDEP) in November of 2024. The agreement provided funding to the County for a drinking water infrastructure project that included the identification of approximately 14,500 unknown water service line materials, development of an initial service line materials inventory, preparation of a service line replacement plan and compliance with other applicable regulatory requirements.

The total loan award amount was $1,140,000 with 49% forgiveness and 51% to be repaid over ten years (starting April 15, 2029) at 0% interest. The County Utilities Department has completed the inventory, has submitted the requisite documents to FDEP and is awaiting FDEP approval. Lead service lines were not identified within, or connected to the County's Utility, so the County has only needed to request reimbursement of $345,458.34.

The County has received a request from FDEP to amend the agreement with updated terms from EPA, including but not limited to, language addressing discrimination,

public information, and construction requirements. The Utilities Department has no objections to EPA's updated terms and does not anticipate construction related to this project pending FDEP approval of submitted reports.

The amendment has been reviewed by the County Attorney's Office and is approved as to form and legal sufficiency.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the State Revolving Fund Amendment 1 to Loan Agreement LS590220 - Seminole County.

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT LS590220
SEMINOLE COUNTY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and SEMINOLE COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number LS590220; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.08 of the Agreement is deleted and replaced as follows:

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

2. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX – CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. RESERVED.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement LS590220 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
SEMINOLE COUNTY

_____
Board Chair

Attest:

_____
County Clerk

SEAL

Approved as to form and legal sufficiency:

_____
County Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

RESOLUTION NO.: 2024 -R-126 **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, RELATING TO THE STATE OF FLORIDA REVOLVING FUND LOAN PROGRAM; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE LOAN APPLICATION AND APPLY FOR THE LOAN; AUTHORIZING THE COUNTY MANAGER TO REPRESENT SEMINOLE COUNTY IN CARRYING OUT THE RESPONSIBILITIES UNDER THIS LOAN AGREEMENT; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state revolving fund loan program loans to local government agencies to finance eligible drinking water infrastructures projects; and

WHEREAS, the State of Florida Revolving Fund Loan Program for (the "SRF Program") requires evidence of local government authorization to apply for funds and to enter into a loan agreement, designate an authorized representative and provide assurances of compliance with loan program requirements; and

WHEREAS, the eligible drinking water infrastructure project is mandated by the Environmental Protection Agency (EPA) per rule 40 CFR Part 141 Subpart I. The infrastructure project entails various tasks, including the identification of approximately 14,500 unknown water service line materials, compiling an initial water service line materials inventory, preparing water service line replacement plan, and addressing other relevant rule requirements (the "Project"). The Project is eligible for available financing under the State of Florida Revolving Fund Loan Program and has been assigned a project number which has been included on the Department's priority list

(LS-59022). The SRF Program has authorized the Project to receive a maximum of $2,576,000 loan with zero interest; forty nine percent (49%) of the loan (up to $1, 262,240) would be forgiven. The County would only apply for $2,485,500 to meet the financial requirements of the Project.

WHEREAS, the Board of Commissioners of Seminole County, Florida, during a regular Board meeting, intends to enter into a binding loan agreement with the State of Florida Department of Environmental Protection for financing the Project as required by the SRF Program; and

WHEREAS, Seminole County has determined that participation in the SRF Program will serve the interest of Seminole County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, as follows:

SECTION I. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.

SECTION II. Application for a loan under the SRF Program in the principal amount not to exceed $2,576,000, and submittal of the related loan application to finance the Project is hereby authorized.

SECTION III. The Chair of the Board of County Commissioners of Seminole County, Florida, is hereby designated as Seminole County's authorized representative and authorized to execute the application, execute the loan agreement upon approval of the loan agreement by the Board of County Commissioners of Seminole County during a regularly scheduled meeting, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

SECTION IV. The County Manager of Seminole County or their designee is hereby authorized to provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement, execute disbursement requests and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

SECTION V. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of Seminole County.

SECTION VI. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED this 12 day of November, 2024.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: NOV 12 2024

AFI :sfa
10/15/2024
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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

SEMINOLE COUNTY, FLORIDA

DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT
LS590220

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND

PLANNING AND DESIGN LOAN AGREEMENT

LS590220

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and SEMINOLE COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Safe Drinking Water Act; and

The Project Sponsor applied for the financing of Planning and Design Activities, and the Department has determined that all requirements for a Loan and Principal Forgiveness have been met.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(9) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(12) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(14) "Local Governmental Entity" means a county, municipality, or special district.

(15) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(16) "Net Revenues" shall mean Gross Revenues less Operating and Maintenance Expense.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(19) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for replacement of lead service lines.

(20) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Net Revenues derived yearly from the operation of the Utility System after the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(22) "Project" shall mean the Planning and Design Activities for lead service lines inventory and replacement. This Project is a Capitalization Grant Project as defined in Chapter 62-552, Florida Administrative Code.

(23) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(24) "Senior Revenue Debt" shall mean the following debt obligations:

(a) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2010A, issued in the amount of $5,255,000, pursuant to Resolution No. 2010-R-48, supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(b) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2010B, issued in the amount of $70,705,000, pursuant to Resolution No. 2010-R-48, supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(c) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2015A, issued in the amount of $149,270,00, pursuant to Resolution No. 2015-R-76 supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(d) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2015B, issued in the amount of $32,025,000, pursuant to Resolution No. 2015-R-76 supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(e) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2019, issued in the amount of $62,105,000, pursuant to Resolution No. 19-R-147 supplementing in

certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(f) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(25) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(26) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

(27) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Planning and Design Activities financed by this Loan.

(6) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Planning and Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4L-02D68123-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$1,140,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event

that the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor

General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the

Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning and Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.03. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such

withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning and design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning and design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552.680, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1) failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this

Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Planning and Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to

authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. RESERVED.

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us**, or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX – RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $1,140,000. Of that, the estimated amount of Principal Forgiveness is $558,600. The estimated principal amount of the Loan to be repaid is $581,400, which consists of $581,400 to be disbursed to the Project Sponsor and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $22,800 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $1,140,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and will be assessed in the final Loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayments following the Final Amendment.

10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

10.04. LOAN TERM.

The Loan term shall be 10 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $30,210 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on April 15, 2029 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $604,200, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS ($)
Planning and Design Activities	1,140,000
Less Principal Forgiveness	(558,600)
SUBTOTAL (Loan Amount)	581,400
Capitalized Interest	0
TOTAL (Loan Principal Amount)	581,400

10.07. SCHEDULE.

All Planning and Design Activities shall be completed no later than the completion dates set forth below to enable the Department to accept the engineering documents.

(1) This Agreement shall be effective on August 8, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than October 15, 2028.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2028.

(4) The first Semiannual Loan Payment in the amount of $30,210 shall be due April 15, 2029.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the following items must be submitted:

(a) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(b) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(2) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law and will ensure contracts whether directly entered into with the Project Sponsor or through the technical services team, incorporate the required provisions of the law into the project.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement LS590220 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
SEMINOLE COUNTY

Board Chair

Attest:

County Clerk

SEAL

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

County Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

File Number: 2026-0255

Title:

Approve and authorize the Chairman to execute a Resolution authorizing the County Manager to execute the Loan application and apply for a Loan through the Clean Water State Revolving Fund program, to provide assurances required by the Loan application, and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the Loan application; and to approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-026 in the Water & Sewer Grant Fund to appropriate funding and recognize revenue in the amount of $5,342,266 for Phase I of the Hurricane Milton SRF Loan; and in the Water & Sewer Capital Improvement Fund to transfer $1,750,000 from Reserves for additional funding for WTP/WWTP Program Management. Countywide **(Johnny Edwards, Utilities Director)**

Division:

Utilities - Water Utilities Engineering

Authorized By:

Johnny Edwards, Utilities Director

Contact/Phone Number:

Johnny Edwards/407-665-2005

Background:

On June 10, 2025, the Seminole County Board of County Commissioners (BCC) authorized the preparation and submittal of requests for funding of planned work related to the County‘s sanitary sewer system through the Florida Department of Environmental Protection’s (FDEP) Clean Water State Revolving Fund program with supplemental Federal appropriations for Hurricanes Helene and Milton. The County Manager submitted the request including projects at the Greenwood Lakes Water Reclamation Facility (GWLWRF) and the connected sanitary sewer transmission system.

On November 11, 2025, FDEP included Seminole County’s project on its award priority

list and capped the recommended loan award at $19,166,503.00 with 50% loan forgiveness and 50% repaid at 0% interest over 20 years.

The loan application, due to FDEP by March 12, 2026, has been signed and submitted by the County Manager. The first item Resolution formalizes BCC ratification of the application for additional funds to assist the County in completing work that is necessary for the utility and included in the proposed Utilities Master Plan

The second item Resolution relates to a budget amendment request that includes $5,342,266 for preconstruction activities related to GWLWRF (part of the CWSRF projects) and $1,750,000 for program management to assist the County with planning and execution of the CWSRF and other Utilities projects. Construction funding will be budgeted following completion of preconstruction activities.

Water & Sewer Capital Improvement Fund Reserves are currently budgeted at $2.15 million.

Requested Action:

Staff requests to approve and authorize the Chairman to execute a Resolution authorizing the County Manager to execute the Loan application and apply for a Loan through the Clean Water State Revolving Fund program, to provide assurances required by the Loan application, and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the Loan application; and to approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-026 in the Water & Sewer Grant Fund to appropriate funding and recognize revenue in the amount of $5,342,266 for Phase I of the Hurricane Milton SRF Loan; and in the Water & Sewer Capital Improvement Fund to transfer $1,750,000 from Reserves for additional funding for WTP/WWTP Program Management.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, RELATING TO THE STATE OF FLORIDA REVOLVING FUND LOAN PROGRAM; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE LOAN APPLICATION AND APPLY FOR THE LOAN, TO PROVIDE ASSURANCES REQUIRED BY THE LOAN APPLICATION, AND DELEGATE RESPONSIBILITY TO APPROPRIATE SEMINOLE COUNTY STAFF TO CARRY OUT TECHNICAL, FINANCIAL AND ADMINISTRATIVE ACTIVITIES ASSOCIATED WITH THE LOAN APPLICATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state revolving fund loan program loans to local government agencies to finance eligible drinking water infrastructures projects; and

WHEREAS, the State of Florida Revolving Fund Loan Program (the "SRF Program") requires evidence of local government authorization to apply for funds and to enter into a loan agreement, designate an authorized representative and provide assurances of compliance with loan program requirements; and

WHEREAS, on December 21, 2024, the President signed P.L. 118-158, the American Relief Act, 2025, (the "Act") into law. The funding for the Environmental Protection Agency ("EPA") in Title VII of the Act includes $3 billion in disaster relief supplemental funding for the State Revolving Fund ("SRF") programs: $1.23 billion for the Clean Water State Revolving Fund ("CWSRF") programs and $1.77 billion for the Drinking Water State Revolving Fund (DWSRF) programs, available only to states or territories in EPA Regions 3, 4, and 9 for wastewater

treatment works and drinking water facilities impacted by Hurricanes Helene and Milton and the Hawai'i wildfires; and

WHEREAS, the EPA has allotted supplemental funding, referred to as the Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires ("SA-HMW"), for the Florida CWSRF program; and

WHEREAS, following the County's submission of the initial eligibility application which the Board of County Commissioners of Seminole County, Florida ("Board") authorized on June 10, 2025, Florida Department of Environmental Protection ("FDEP") announced in November 2025 the CWSRF and Decentralized SA-HMW Project Priority List which includes the Seminole County Wastewater/Plan/Design/Construction submitted project description (Project Number WW59024) for improvements to the Greenwood Lakes Water Reclamation Facility ("Project"); and

WHEREAS, the SRF Program has authorized the Project to receive a maximum of $19,166,503.00 loan with zero interest over 20 years; fifty percent (50%) of the loan (up to $9,583,252.00) would be forgiven (the "Loan"); and

WHEREAS, County staff requested that the Board authorize the County Manager to execute the Loan application and apply for the Loan financing the Project through the Clean Water State Revolving Fund Program, as required by the SRF Program; and

WHEREAS, once received by the County, the related Loan agreement shall be placed on a Board meeting agenda for Board consideration and approval; and

WHEREAS, Seminole County has determined that participation in the SRF Program will serve the interest of Seminole County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, as follows:

Section 1. Incorporation of Recitals. The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.

Section 2. Intent and Purpose. The intent and purpose of this Resolution is to authorize the County Manager to submit an application for the Loan under the SRF Program in the principal amount not to exceed $19,166,503.00 to finance the Project.

Section 3. Authority designated to County Manager. The Board of County Commissioners of Seminole County, Florida, hereby designates the County Manager as authorized representative to execute the Loan application, provide assurances required by the Loan application, and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the Loan application.

Section 4. Repeal of Resolutions in Conflict. All resolutions, or parts of resolutions, in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision in this Resolution is for any reason held to be contrary to any express provision of law, or contrary to the policy of express law, or is, for any reason whatsoever, held invalid, then such provision will be null and void, will be deemed severable from the remaining provisions of this Resolution, and will, in no way, affect the validity of the remaining provision of this Resolution.

Section 6. Effective Date. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By: _____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

ANDRIA HERR, Chairman

Date: _____

JBN/coh
3/11/2026
T:\Users\jnix\Resolutions\Reso naming auth rep for FDEP CWSRF for Greenwood Lakes Water Rec Fac\SRF LOAN RESOLUTION-GWL and Sewer - final.docx

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING FUND LOAN PROGRAM for Point Source Water Pollution Control

LOAN APPLICATION

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR Seminole County Government

Federal Employer Identification Number 59-6000856

DUNS Number JPJLF4QHYR13

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Darren Gray Title County Manager

Telephone (407) 665-7211 FAX _____ Email dgray@seminolecountyfl.gov

Mailing Address 1101 E. First Street

Sanford FL 32771

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name William Edwards, P.E. Title Utilities Department Director

Telephone (407) 665-2005 FAX _____ Email wedwards@seminolecountyfl.gov

Employer Seminole County Government

Mailing Address 500 W. Lake Mary Blvd

Sanford FL 32773

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* 1).

Name Carrie Grein Title Senior Financial Manager

Telephone (407) 665-2148 FAX _____ Email cgrein@seminolecountyfl.gov

Employer Seminole County Government

Mailing Address 500 W. Lake Mary Blvd, Sanford FL 32773

(5) PROJECT NUMBER (listed on the Department's priority list). WW59024

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #* 2) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	11/12/2026
Engineering work	11/30/2027
Certification of site availability	11/30/2027
Permit	2/29/2028

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☒ No

(c) Is this a design/build project? ☐ Yes ☒ No

(3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # 3) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☒ No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*_____).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☐ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☐ No

If "Yes", give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☐ No

If "Yes", attach a copy of the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #*_____).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. _____

(b) Anticipated completion of all construction contracts. _____

(3) COST. Is the cost information submitted for the priority list current? ☐ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $ 19,166,503

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 30 (years)

(b) List all revenues that are to be pledged for repayment of this loan. Net water and sewer fees + legally available connection fees.

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 115 % (coverage percentage)

(d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #*_____)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #*5) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #*6-9).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #*10).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #*_____) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #*_____) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.
2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.

11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

21. Minority and Women’s Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, “Coastal Zone Protection Act of 1985” which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the “Local Government Comprehensive Planning and Land Development Regulation Act” which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the “Florida Historical Resources Act” which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

(c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this 9th Day of March, 20 26

Authorized Representative _____ Darren Gray
(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continue at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	2010A W&S	2015A W&S	2019 W&S
Coverage	110 %	110 %	110 %
Insured?	___ Yes X No	___ Yes X No	___ Yes X No

Fiscal Year	**Annual Debt Service (Principal Plus Interest)** #1	#2	#3	**Total Debt Service**	**Total Debt Service Incl. Coverage**
2023	$431,115	$13,569,350	$2,498,400	$16,498,865	$18,148,752
2024	$437,425	$13,570,850	$2,498,400	$16,506,675	$18,157,343
2025	$432,800	$13,568,600	$2,498,400	$16,499,800	$18,149,780
2026	$	$	$2,498,400	$2,498,400	$2,748,240
2027	$	$	$2,973,400	$2,973,400	$3,270,740
2028	$	$	$2,974,400	$2,974,400	$3,271,840
2029	$	$	$2,979,650	$2,979,650	$3,277,615
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
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20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continue at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	2025A W&S		
Coverage	110 %	%	%
Insured?	Yes [✓ No]	Yes No	Yes No

Fiscal Year	**Annual Debt Service (Principal Plus Interest)** #1	#2	#3	**Total Debt Service**	**Total Debt Service Incl. Coverage**
2023	$	$	$	$	$
2024	$	$	$	$	$
2025	$893,845	$	$	$893,845	$983,230
2026	$11,942,750	$	$	$11,942,750	$13,137,025
2027	$11,515,750	$	$	$11,515,750	$12,667,325
2028	$11,517,250	$	$	$11,517,250	$12,668,975
2029	$11,511,000	$	$	$11,511,000	$12,662,100
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
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20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$
20	$	$	$	$	$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

		Year 2023	Year 2024
(a)	Operating Revenues (Source) Charges for Services	$71,460,905	$74,363,996
(b)	Interest Income	$6,543,995	$9,938,170
(c)	Other Income or Revenue (Identify) Miscellaneous Revenue	$478,894	$433,735
(d)	Total Revenues	$78,483,794	$84,735,901
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$39,239,321	$42,395,553
(f)	Net Revenues [(f) = (d) – (e)]	$39,244,473	$42,340,348
(g)	Debt Service (including any required coverage)	$18,148,752	$18,157,343

(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (*Attachment #* 11-12)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # 13-14)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment #*_____)

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continue for at least three additional years. Attach a separate page for previous State Revolving Fund loans.

		Year 2025	Year 2026	Year 2027	Year 2028	Year 2029
(a)	Operating Revenue	$71,788,014	$74,915,810	$78,197,529	$81,640,748	$85,253,413
(b)	Interest Income	$500,000	$500,000	$500,000	$500,000	$500,000
(c)	Other Income or Revenue (identify)					
	Miscellaneous Revenue	$2,003,000	$603,000	$603,000	$603,000	$603,000
(d)	Total Revenues	$74,291,014	$76,018,810	$79,300,529	$82,743,748	$86,356,413
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$44,338,722	$46,381,988	$48,521,355	$50,761,414	$53,106,982
(f)	Net Revenues (f = d - e)	$29,952,292	$29,636,822	$30,779,174	$31,982,334	$33,249,431
(g)	Revenue (including coverage) pledged to debt service, excluding SRF loans	$19,133,010	$15,885,265	$15,885,265	$15,885,265	$15,939,715
(h)	Revenue (including coverage) pledged to outstanding SRF loans	$0	$0	$0	$0	$34,742
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	$19,133,010	$15,885,265	$15,885,265	$15,885,265	$15,904,973

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #*15). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents? ☐ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Additional Contact List	1
Project Description	2
Revised Cost Estimate	3
RFI Scope Information	4
Part III 4(a) All debts having a prior or parity lien on revenues pledged to repay loan	5
Part III 4(c) Official Statement Water and Sewer Revenue Bonds Series 2010A	6
Part III 4(c) Official Statement Water and Sewer Revenue Refunding Bonds Series 2015A	7
Part III 4(c) Official Statement Water and Sewer Revenue Refunding Bonds Series 2019	8
Part III 4(c) Official Statement Water and Sewer Revenue Refunding Bonds Series 2025A	9
Part III 4(d) Other notes and loans payable from revenues pledged to repay loan	10
Part V H Annual Comprehensive Financial Report, for Fiscal Year ended September 30, 2023	11
Part V H Annual Comprehensive Financial Report, for Fiscal Year ended September 30, 2024	12
Part V I Worksheet Reconciliation to Annual Comprehensive Financial Report, for Fiscal Year ended September 30, 2023	13
Part V I Worksheet Reconciliation to Annual Comprehensive Financial Report, for Fiscal Year ended September 30, 2024	14
Water, Sewer and Reclaimed Water Utility Systems Revenue Sufficiency Study FY2025	15
6-10-25 Seminole County BCC Meeting Minutes	16

ATTACHMENT 1

ADDITIONAL CONTACTS

1. Eka Febrina
   Seminole County Utilities Engineering Dept.
   500 W. Lake Mary Blvd
   Sanford FL 32773
   (407) 665-2022
   efebrina@seminolecountyfl.gov

2. George Woodring
   Seminole County Grant Administrator
   1101 East First Street
   Sanford, FL 32771
   (407) 665-7168
   gwoodring@seminolecountyfl.gov

3. Joshua Tew
   Seminole County Utilities
   500 W. Lake Mary Blvd
   Sanford FL 32773
   (407) 665-2013
   jtew@seminolecountyfl.gov

Attachment 2

Part II: Project Information

A. Planning or Design Project

(1) ACTIVITIES

Scope of Projects

The County proposes four major projects:

1. Greenwood Lakes Plant Modifications
    - New Backup Generator: Fully automated system to eliminate manual switching during emergencies.
    - Equalization Basin (2 MG): Provides surge storage to buffer peak flows during storms.
    - Class I Reliability Upgrades: Includes chlorine contact chamber, disk filter, secondary clarifier, belt filter press, and headworks modernization.
2. Timucuan Interconnect to Yankee Lake WRF
    - Construction of a master lift station and interconnect to divert excess flows during high-flow or emergency conditions.
3. Rinehart Road Meter and Valves
    - Installation of valves and flow meter assembly to enable controlled diversion of flows between Greenwood Lakes WRF and Yankee Lake WWTF.
4. Force main – Hampton Park Master Pump to Greenwood Lakes WRF
    - Construction of approximately 11,400 LF of new 12-inch force main to increase conveyance capacity and reduce hydraulic bottlenecks.

**More detailed information can be found in RFI submission document, attachment 4.*

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

4. Eligible Projects.

a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).

b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).

c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

5. Project Information (Please attach).

a. Describe the project, its location, the scope, why it's needed and the environmental benefit.

b. Attach maps showing system boundaries, existing and proposed service area, and project area.

6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

a.	Planning and/or SSES including geotechnical studies and surveying	$2,157,500.00
b.	Design	$4,315,000.00
c.	Special Studies including feasibility studies	0
d.	Eligible Land (necessary land divided by total land times purchase price)	0
e.	Construction, Equipment, Materials, Demolition and Related Procurement	$43,150,000.00
f.	Construction Contingency (10% of Item e)	$4,315,000.00
g.	Technical Services during Construction	$1,726,000.00
h.	Sum of Items a. through g.	$55,663,500.00

7. Project Schedule. (Month and Year)

a.	Submit the planning or SSES documentation	06/30/2026
b.	Submit the design documents, obtain permits, and acquire sites (as necessary)	06/30/2027
c.	Start activity (such as construction or non-structural best management practice)	09/01/2027
d.	Complete activity (such as construction or non-structural best management practice)	12/31/2030

8. Population

a.	Population served by the system	131,573
b.	Population to be served by the project	131,573

9. Project Priority

a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Project Component	Priority Points	Component Construction Cost
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	**$55,663,500.00**
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	
8. Ensure compliance with other enforceable standards or requirements.	200 points	
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	

b. Restoration and Protection of Special Water Bodies.

In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.

1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan. ☒
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers. ☐

c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.

1. Elimination of Ocean Outfalls. 15 points ☐
2. Consistency with an Integrated Water Resource Management (One Water) plan. 15 points ☐
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.
   1000 divided by the affordability Index = _____ points.
4. Negative population trend as defined in 62-505.300(2)(c)2. F.A.C. 25 points ☐
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C. 25 points ☐

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to SRFRFI@FloridaDEP.gov.

Creek and downstream waterbodies, advancing the County's compliance with TMDL goals and long-term watershed health.

Project Scope (Ranked Priority Projects)

In response to vulnerabilities exposed during Hurricane Milton, Seminole County is proposing a strategic package of four wastewater system improvements to enhance resiliency and operational reliability.

1. Greenwood Lakes Plant Modifications

The following proposed upgrades to the Greenwood Lakes WRF are essential for maintaining regulatory compliance during extreme weather events and accommodating future growth.

a. New Backup Generator

During Hurricane Milton, the facility's current backup system, which relies on manually operated tie breakers between split power buses, required personnel to travel onsite during hazardous conditions to restore power redundancy. This reliance on manual intervention created both operational delays and safety risks. By eliminating the need for manual intervention, the proposed system will ensure uninterrupted power supply during flood and storm events, protecting critical treatment operations and minimizing the risk of environmental contamination due to power loss. This upgrade strengthens the facility's ability to maintain compliance and performance during extreme weather, reducing vulnerability and enhancing resiliency.

Estimated Cost: $2,709,000

b. Equalization (EQ) Basin

To address hydraulic surges during storm events and expand treatment capacity, Seminole County proposes construction of a new 2-million-gallon (MG) equalization (EQ) basin at the Greenwood Lakes WRF. The basin will provide critical peak flow storage during extreme rainfall and flood events, stabilizing influent rates and preventing process upsets. By buffering storm-driven inflow spikes, it will reduce the risk of bypasses and substandard effluent discharge, helping the facility maintain regulatory compliance during hurricanes and other severe weather. This project will directly reduce flood-related risks and enhance the resiliency of essential treatment infrastructure.

Estimated Cost: $7,095,000

c. Class I Reliability Improvements

To strengthen the reliability of the Greenwood Lakes WRF and ensure compliance with Class I reliability standards, Seminole County proposes a set of critical treatment upgrades:

- **Additional Chlorine Contact Chamber ($6.45 M):** Expands disinfection capacity and provides essential redundancy.
- **Disk Filter ($3.87 M):** Enhances effluent quality by removing suspended solids prior to discharge.

- **Secondary Clarifier ($7.74 M):** Increases redundancy and improves treatment stability during peak flows; includes return activated sludge (RAS) and waste activated sludge (WAS) pumping upgrades.
- **Belt Filter Press ($3.225 M):** Improves biosolids dewatering and supports overall treatment system reliability.
- **Headworks Upgrades ($10.32 M):** Modernizes with new screening, grit removal, and flow distribution improvements to eliminate existing hydraulic imbalance between treatment trains

While Greenwood Lakes WRF avoided effluent violations during Hurricanes Helene and Milton, the facility experienced significant operational stress and substandard discharges during Hurricane Ian in 2022. These proposed upgrades directly address known vulnerabilities that could lead to compliance risks during future storm events. Collectively, these improvements will safeguard effluent quality, support regulatory compliance, and bolster the facility's readiness for severe weather and future demand, enhancing long-term resiliency and operational reliability.

Total Estimated Cost: $31,605,000

These upgrades are critical to maintaining regulatory compliance during extreme events and accommodating future growth. If the total funding request for these reliability improvements exceeds the allowable limit set by FDEP, the County is willing to accept funding for individual components of the hardening process. If approved, please inform the County of the applicable funding limit and coordinate to determine which components should be prioritized for inclusion.

2. Timucuan Interconnect to Yankee Lake WRF

Seminole County proposes to construct an interconnect between the Greenwood Lakes WRF and the existing Yankee Lake WWTF to provide critical operational flexibility during extreme weather events. The project includes construction of a new master lift station at Timucuan to replace the existing undersized facility, enabling the diversion of excess flows to Yankee Lake during high-flow or emergency conditions. This added redundancy will help prevent overloading at Greenwood Lakes during hurricanes and other severe storm events, reducing the risk of treatment disruption or effluent violations.

This improvement works in conjunction with the planned Rinehart Road valving project (described below), which will enable redirection of flow between facilities. Together, these projects will expand capacity to manage storm-related wastewater surges at the Greenwood Lakes WRF by providing the flexibility to reroute flow to the Yankee Lake WRF as needed. These system enhancements will improve operational reliability and capacity across the wastewater network, strengthen resiliency during extreme weather events, and support long-term regulatory compliance.

Estimated Cost: $6,450,000

3. Rinehart Road Meter and Valves

In conjunction with the Timacuan Master Lift Station, this project includes the installation of five new 16-inch valves on the existing PVC forcemain along the east side of Greenwood Boulevard and Rinehart Road in Lake Mary to divert flows to Yankee Lake WWTF. Additionally, a new 12-inch electromagnetic flow meter assembly with a bypass line will be installed south of Lake Mary Boulevard. These improvements are designed to accurately measure and manage influent flows from the City of Lake Mary while providing enhanced operational flexibility during extreme weather events.

By enabling the controlled diversion of flow from the Greenwood Lakes Water WRF to the Yankee Lake WWTF, the project will reduce hydraulic loading on Greenwood Lakes during high-flow events, such as those experienced during Hurricane Milton. The valves included in this project will enable the County to prevent wastewater flow from the City of Lake Mary from entering the Greenwood Lakes WRF. The Timacuan Master Lift Station will allow that flow to go to the Yankee Lake WWTF. This added capacity and control will help prevent treatment disruptions, maintain regulatory compliance, and protect downstream water quality during future storm events.

Estimated Cost: $1,677,000

4. Forcemain - Hampton Park Master Pump to Greenwood Lakes WRF

This project involves constructing approximately 11,400 linear feet of new 12-inch forcemain to increase conveyance capacity between the Hampton Park Master Pump Station and the Greenwood Lakes WRF. It directly addresses hydraulic limitations observed during Hurricane Milton, when the pump station was overwhelmed by stormwater inflow. SCADA records document multiple instances of all three pumps operating simultaneously (see Appendix B), despite the system being designed to run only two at a time, clearly indicating system overloading.

Although no sanitary sewer overflows occurred during Hurricane Milton, the proposed improvements are a proactive measure to correct the overloading conditions observed during the storm and reduce the risk of future failures. While the Hampton Park Master Pump Station is currently being designed for an upgrade to accommodate additional flows, including storm-related surges, that component is not included in this application. The new upgraded pump station will require a larger discharge forcemain to significantly increase flow capacity. By expanding conveyance capacity, the new forcemain will improve regional wet weather performance and enhance overall system resiliency during high-intensity rainfall events.

Estimated Cost: $6,127,500

Environmental Benefits

The proposed improvements will provide critical environmental protection by enhancing the resilience, capacity, and operational reliability of the Greenwood Lakes WRF and its supporting infrastructure during extreme weather events and future growth conditions.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-026**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: UTILITIES DEPT / UTILITIES ENG & CONST

Fund(s): 40110 WATER AND SEWER - GRANTS / 40108 WATER & SEWER CAPITAL IMPROVEM

RM Recommendation	
W. AVILES	3/6/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To appropriate funding and recognize revenue in the amount of $5,342,266 for Phase I of the Hurricane Milton SRF Loan in the Water & Sewer Grant Fund; and to transfer $1,750,000 from Reserves for additional funding for the WTP/WWTP Program Management in the Water & Sewer Capital Improvement Fund.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	40110	02608070	331391		OTHER PHYSICAL ENV FED GRANTS		3919999902	5,342,266.00
Revenue								
Revenue								
						Total Sources		**5,342,266.00**
Expenditure	40110	02608070	560680	00001	CONSTRUCTION & DESIGN		6809999901	5,342,266.00
Expenditure	40108	02508070	530310		PROFESSIONAL SERVICES		3109999902	1,750,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		7,092,266.00
Reserve	40108	999928	599994		RESERVE FOR CAPITAL		9949999901	(1,750,000.00)
Reserve								
						Reserve Sub-Total		(1,750,000.00)
						Total Uses		**5,342,266.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2026-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Andria Herr, Chairman

Date:_____ Date:_____

Entered by the Management and Budget Office _____ Date:_____

Posted by the County Comptroller's Office _____ Date:_____

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0267

Title:

Work Session - Utilities Master Plan Final (with Holistic Water Policy) **(Johnny Edwards, Utilities Director and Kim Ornberg, Environmental Services Director)**

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0237

Title:

Chapman Rd Right-of-Way Vacate - Adopt the Resolution vacating and abandoning a portion of right-of-way known as Chapman Rd, in the Slavia Colony Cos Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records of Seminole County, Florida, located approximately ¼ mile west of W SR 426, for property more particularly known as 1897 W Chapman Rd, Oviedo; (Shayne Heskin/ Echelon Constructors LLC, Applicant) District1 - Dallari **(Annie Sillaway, Principal Planner)**

Division:

Development Services

Authorized By:

Mike Rhodes Interim Development Services Director

Contact/Phone Number:

Annie Sillaway/407-665-7936

Background:

The Applicant has petitioned the County to vacate and abandon a portion of Chapman Rd located approximately ¼ mile west of W SR 426. The portion of right-of-way subject to this vacate request is located along the south perimeter of Lot 50 and Lot 55, and the north perimeter of Lot 51 and Lot 54, of the Slavia Colony Cos Subdivision, as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County Florida.

The subject right-of-way is thirty (30) feet wide and approximately 1,074 feet in length; if the vacate is approved fifteen (15) feet will be allocated to the north property and fifteen (15) feet will be allocated to the south property. However, the owners of Lot 50 and Lot 55 (FDOT) have decided to sell their vacated portion of the Chapman Road right-of-way to the owner of Lot 51 and Lot 54 (LG Development Corporation). As part of private sale of the right-of-way vacate, FDOT will retain a perpetual easement with LG Development Corporation to ensure continued access to its existing stormwater ponds on Lot 50 and Lot 55.

The Applicant has provided letters of no objection from all applicable utility companies and Public Works has no objection to the requested vacate.

This request complies with the requirements for vacating a right-of-way under Section 35.184 of the Seminole County Land Development Code and the authority of Sections 336.09 and 336.10, Florida Statutes. Vacating the right-of-way will not affect access to adjacent properties and therefore, does not result in adjacent parcels becoming landlocked.

Requested Action:

Staff requests the Board of County Commissioners adopt the Resolution vacating and abandoning a portion of public right-of-way known as Chapman Rd, in the Slavia Colony Cos Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records of Seminole County, Florida.

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

VACATING AND ABANDONING A PORTION OF WEST CHAPMAN ROAD, A PUBLIC RIGHT-OF-WAY, AS FURTHER DESCRIBED HEREIN AND ; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 336.09 and 336.10, Florida Statutes, authorize and empower the Board of County Commissioners (the "Board") to vacate alleys and right-of-ways; and

WHEREAS, Louis 1884 Investments, Inc., formally known as LG Development Corporation ("Petitioner"), petitioned the Board to close, vacate and abandon the property described in Exhibit A ("ROW"):

WHEREAS, the Petitioner is the apparent owner of record of parcels adjacent to the ROW to be vacated, and the vacation of the ROW will not affect the right of convenient access of persons or cause any parcels to be landlocked; and

WHEREAS, notice was published in accordance with the requirements of Section 336.10, Florida Statutes; and

WHEREAS, the Board has determined that the abandonment of the ROW is in the best interest of the County and the public; and

WHEREAS, all applicable utility companies have provided letters stating "no objection" to the request to vacate,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:

Section 1. Findings. The above recitals are true and are incorporated as legislative

findings. Upon request of Petitioner, the Board finds, determines and declares that the ROW described in Exhibit A is hereby closed, vacated and abandoned and that all rights in and to the same on behalf of the County and the public are hereby disclaimed.

Section 2. This Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this 24th day of March, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By:_____
ANDRIA HERR, Chairman

Attachment:
Exhibit A – Legal Description

Authority: Sections 336.09 and 336.10, Florida Statutes and Section 35.184(a) Seminole County Land Development Code

NJB/kly
2/27/26
T:\Users\Legal Secretary CSB\Planning & Development\Resolutions\2026\ROW Vacate - Chapman Road Feb27(26) NB Rev 3.2.26.docx

SKETCH OF DESCRIPTION
RIGHT-OF-WAY VACATION

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 20, AND NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID 29 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°44'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID 29, A DISTANCE OF 15.00 FEET; TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'46" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 24.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'46" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1102.34 FEET TO A POINT LYING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 97770-2300; SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 5554.58 FEET, A CENTRAL ANGLE OF 00°20'40", AN ARC LENGTH OF 33.39 FEET, A CHORD LENGTH OF 33.39 FEET AND A CHORD BEARING OF NORTH 25°11'36" EAST TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID WEST CHAPMAN ROAD; THENCE RUN NORTH 89°08'46" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1087.68 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF TATRA STREET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 00°51'14" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 0.754 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.

(3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD, BEING SOUTH 89°08'46" WEST.

(4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

(5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

Digitally signed by David A White
Date: 2026.01.29 16:51:02 -05'00'

REVISIONS:
REVISED SKETCH OF DESCRIPTION 6-30-2025 (JLM)
REVISED SKETCH OF DESCRIPTION 1-29-2026 (JLM)

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION L.B. #966
DATE OF SIGNATURE: 1-29-2026

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

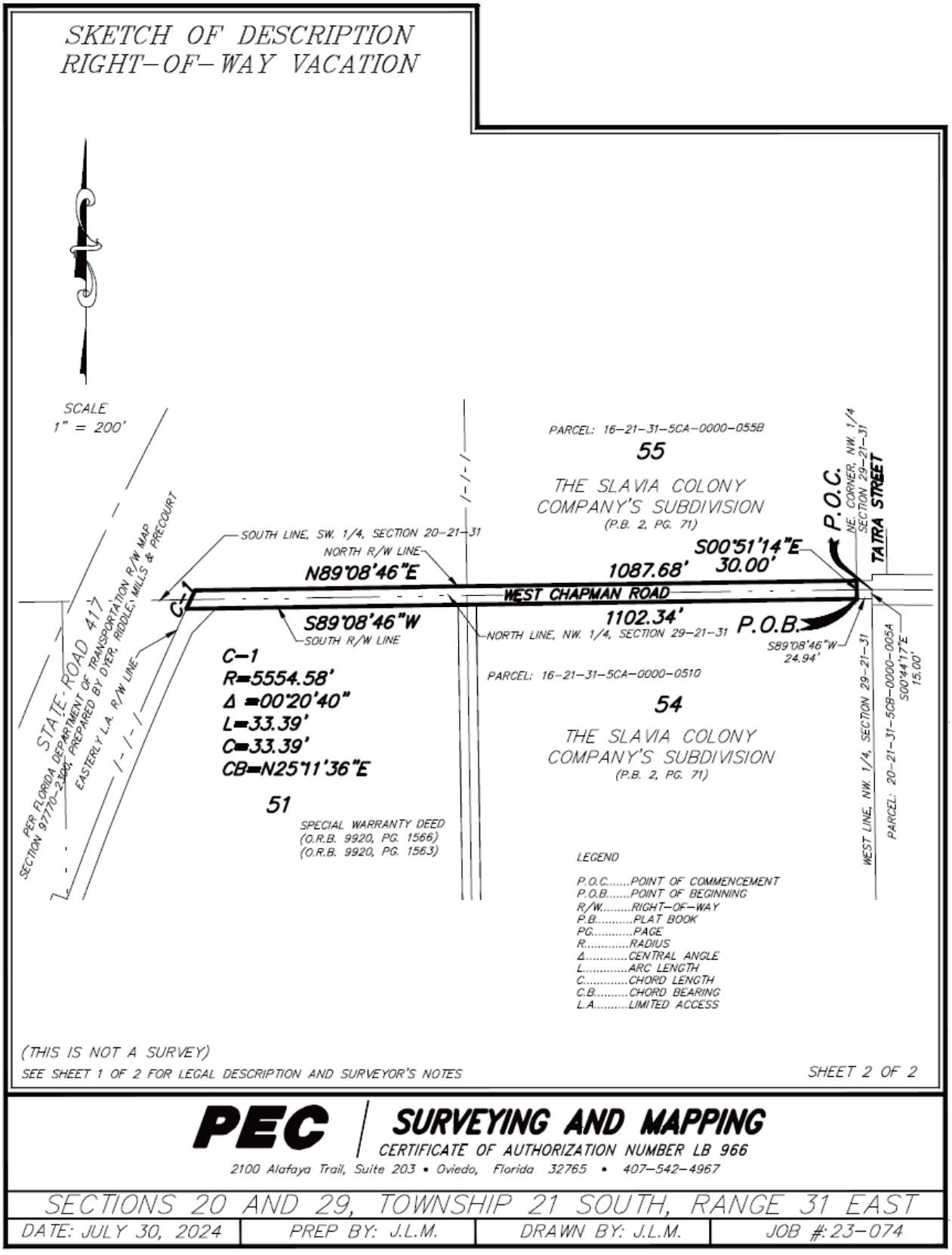
SHEET 1 OF 2

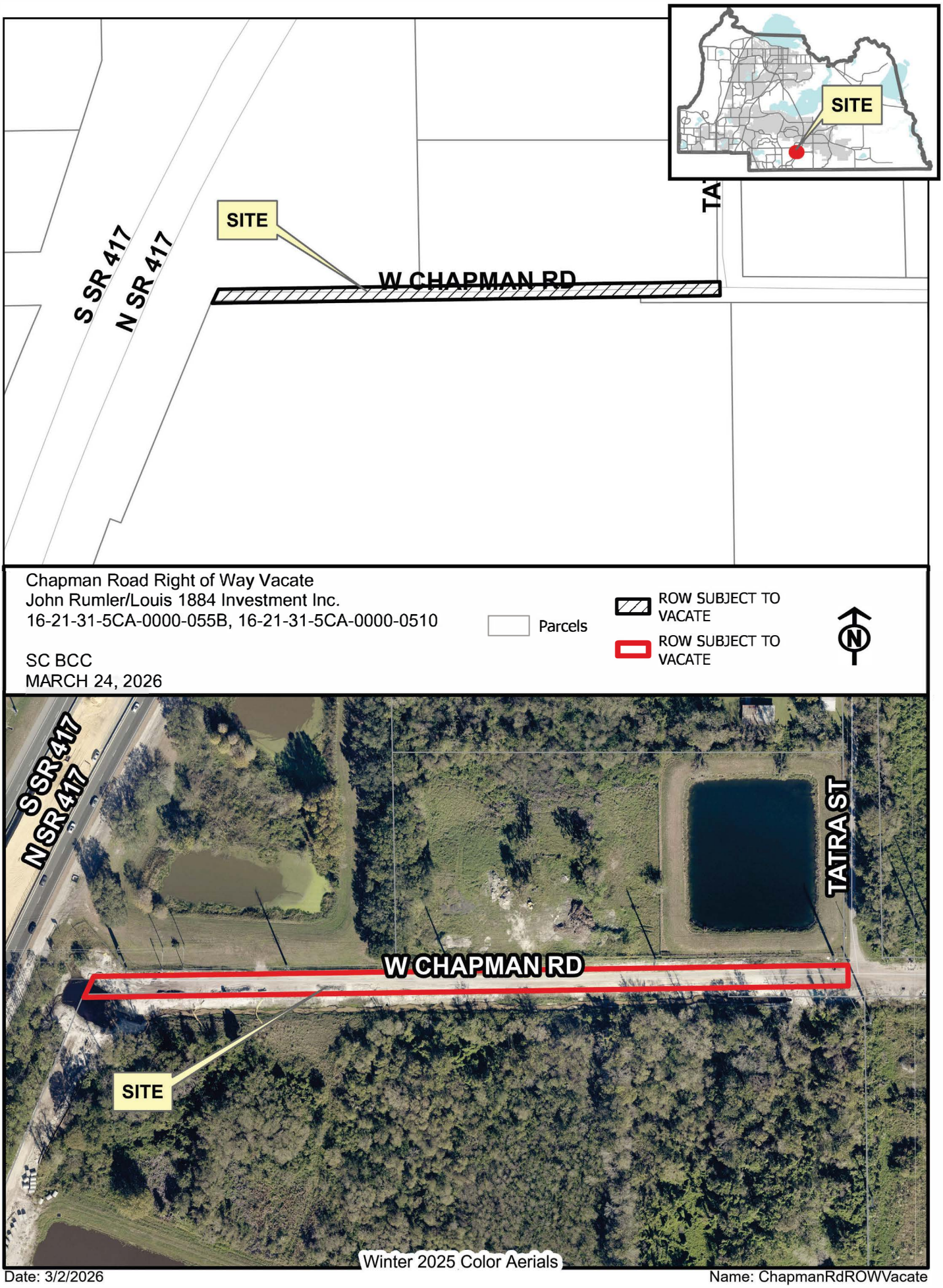
PEC | SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

G:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 CHAPMAN LEGAL.dwg Jan 29, 2026 - 3:20pm


SKETCH OF DESCRIPTION
RIGHT-OF-WAY VACATION
SCALE
1" = 200'
PARCEL: 16-21-31-5CA-0000-055B
55
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
P.O.C.
NE. CORNER, NW. 1/4
SECTION 29-21-31
TATRA STREET
SOUTH LINE, SW. 1/4, SECTION 20-21-31
NORTH R/W LINE
N89°08'46"E
S00°51'14"E
30.00'
1087.68'
WEST CHAPMAN ROAD
S89°08'46"W
SOUTH R/W LINE
1102.34'
NORTH LINE, NW. 1/4, SECTION 29-21-31
P.O.B.
S89°08'46"W
24.94'
S00°44'17"E
15.00'
STATE ROAD 417
SECTION 97170-2306, PREPARED BY DYER, RIDDLE, MILLS & PRECOURT
PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP
EASTERLY L.A. R/W LINE
C-1
R=5554.58'
Δ =00°20'40"
L=33.39'
C=33.39'
CB=N25°11'36"E
PARCEL: 16-21-31-5CA-0000-0510
54
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
51
SPECIAL WARRANTY DEED
(O.R.B. 9920, PG. 1566)
(O.R.B. 9920, PG. 1563)
WEST LINE, NW. 1/4, SECTION 29-21-31
PARCEL: 20-21-31-5CB-0000-005A
LEGEND
P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
C.B.....CHORD BEARING
L.A.....LIMITED ACCESS
(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SHEET 2 OF 2
PEC | SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST
DATE: JULY 30, 2024
PREP BY: J.L.M.
DRAWN BY: J.L.M.
JOB #: 23-074



Date: 3/2/2026

Name: ChapmanRdROWVacate

SKETCH OF DESCRIPTION DRAINAGE, ACCESS AND UTILITY EASEMENT

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°44'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 15.00 FEET; TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'46" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 24.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'46" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1029.11 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 44°08'29" WEST, 29.20 FEET; THENCE RUN SOUTH 24°46'34" WEST, 48.03 FEET; THENCE RUN NORTH 65°13'26" WEST, 30.00 FEET; THENCE RUN NORTH 24°46'34" EAST 88.73 FEET; THENCE RUN SOUTH 89°08'46" WEST 14.12 FEET TO A POINT LYING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 97770-2300; SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 5554.58 FEET, A CENTRAL ANGLE OF 00°20'40", AN ARC LENGTH OF 33.39 FEET, A CHORD LENGTH OF 33.39 FEET AND A CHORD BEARING OF NORTH 25°11'36" EAST, TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID WEST CHAPMAN ROAD; THENCE RUN NORTH 89°08'46" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1087.68 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF TATRA STREET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 00°51'14" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 0.834 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.

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(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

Digitally signed by David A White
Date: 2026.02.12 16:07:02 -05'00'

REVISION:
REVISED SKETCH OF DESCRIPTION 2-12-2026. (JBJ)

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION L.B. #966
DATE OF SIGNATURE: 2-12-2026

(THIS IS NOT A SURVEY)

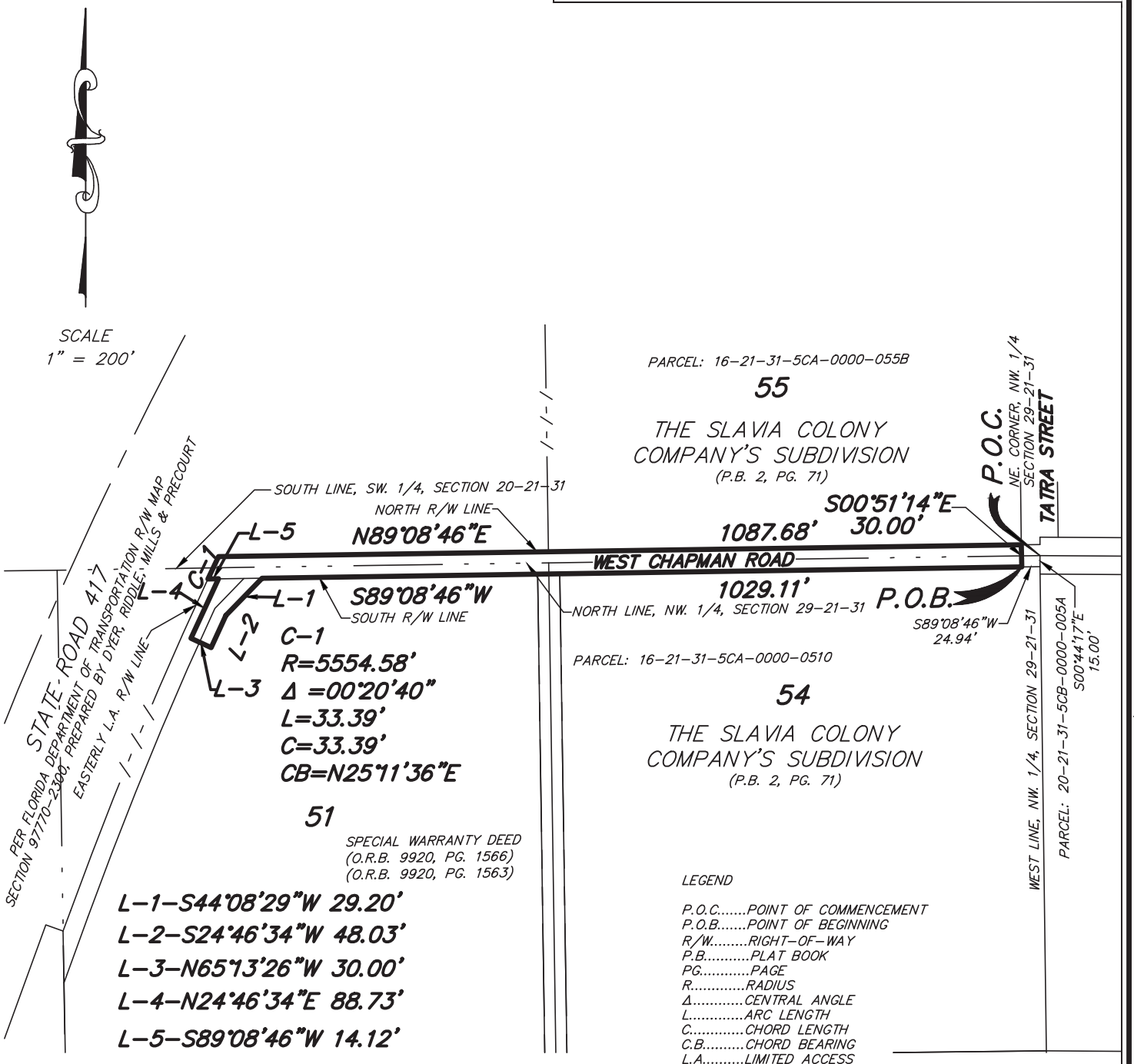
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

SKETCH OF DESCRIPTION
DRAINAGE, ACCESS AND UTILITY EASEMENT



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 2

PEC | **SURVEYING AND MAPPING**

CERTIFICATE OF AUTHORIZATION NUMBER LB 966

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #:23-074

J:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 CHAPMAN LEGAL - UTILITY ESMT.dwg Feb 12, 2026 - 4:02pm

SKETCH OF DESCRIPTION
RIGHT-OF-WAY VACATION

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 20, AND NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 0.754 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

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DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #966

Digitally signed by David A White
Date: 2026.01.29 16:51:02 -05'00'

REVISIONS:
REVISED SKETCH OF DESCRIPTION 6-30-2025 (JLM)
REVISED SKETCH OF DESCRIPTION 1-29-2026 (JLM)

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION L.B. #966
DATE OF SIGNATURE: 1-29-2026

(THIS IS NOT A SURVEY)

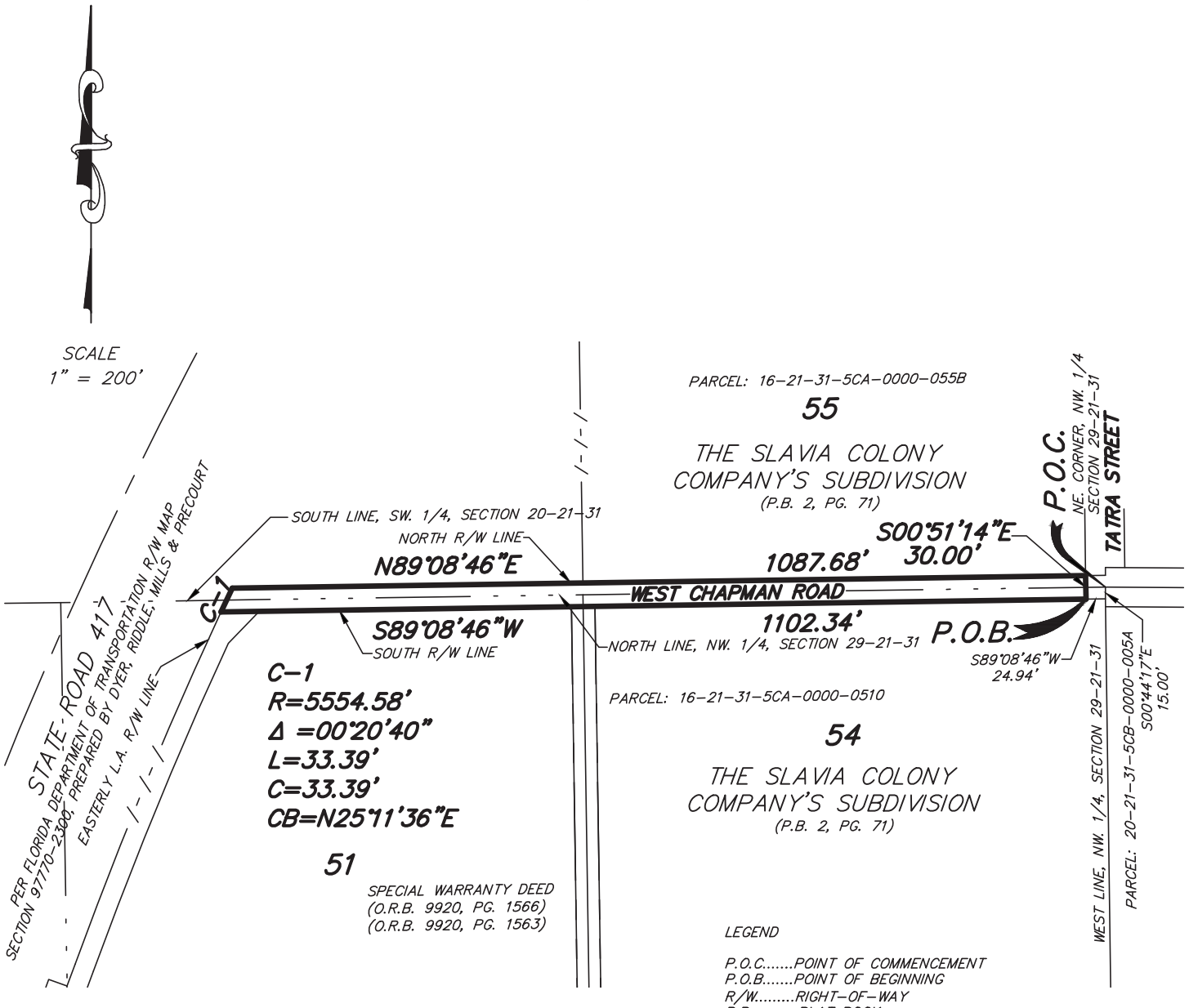
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC | SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

SKETCH OF DESCRIPTION
RIGHT-OF-WAY VACATION



LEGEND

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
C.B.....CHORD BEARING
L.A.....LIMITED ACCESS

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 2 OF 2

PEC | **SURVEYING AND MAPPING**
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

J:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 CHAPMAN LEGAL.dwg Jan 29, 2026 - 3:20pm

THIS INSTRUMENT PREPARED BY:
NEYSA BORKERT
DEPUTY COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

DRAINAGE EASEMENT AGREEMENT

(Standard)

THIS DRAINAGE EASEMENT AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Louis 1884 Investments, Inc, formally known as LG Development Corporation, a foreign profit corporation, whose address 3100 E. High Street, Jackson, MI 49203, in this instrument referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as the "GRANTEE."

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and its assigns, an exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation, or disposal areas or any combination of these items, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida:

See attached Exhibit "A" for legal description and sketch (the "Easement Property")
Property Identification No.: 16-21-31-5CA-0000-0510

TO HAVE AND TO HOLD the Easement Property unto GRANTEE and its assigns forever.

GRANTEE and its assigns have the right to clear, keep clear and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage facilities or any other facilities installed on or under the Easement Property by GRANTEE and its assigns. GRANTOR and GRANTOR's successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on or under the Easement Property that may interfere with the location, excavation, operation or maintenance of the drainage facilities or any other facilities installed on or under the Easement Property.

GRANTOR hereby covenants with the GRANTEE that GRANTOR is lawfully seized and possessed of the Easement Property, that GRANTOR has a good and lawful right to convey the Easement Property, and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR's hand and seal, the day and year first above written.

WITNESSES:

LOUIS 1884 INVESTMENTS, INC, F/K/A
LG DEVELOPMENT CORPORATION

_____
Signature

_____
Print Name
Address: _____
_____

By:_____
Printed Name: _____
Title:_____

_____
Date

_____
Signature

_____
Print Name
Address: _____
_____

Address: _____
_____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that, on this ___ day of _____, 2026, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☐ physical presence or ☐ online notarization, _____, □who is personally known to me or □who has produced _____as identification. Acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the named corporation.

_____
Print Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

ACCEPTANCE BY SEMINOLE COUNTY

WITNESSES:

DEVELOPMENT SERVICES DEPARTMENT
SEMINOLE COUNTY, FLORIDA

_____
Signature

_____
Print Name
Address: _____
_____

By: _____

Print Name:_____

Title:_____

Date:_____

_____
Signature

_____
Print Name
Address: _____
_____

Within the authority delegated by the County Manager pursuant to Seminole County Administrative Code Section 3.25

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____ _____, ☐who is personally known to me or ☐who has produced ___ _____ as identification.

_____
NOTARY PUBLIC
Print Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
Attachment: Exhibit A – Legal Description

T:\Users\nborkert\Vacations\Drainage Easement (Chapman Rd).docx

EXHIBIT "A"

SKETCH OF DESCRIPTION
DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°44'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°44'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'46" WEST, 1118.71 FEET; THENCE RUN NORTH 44°08'13" EAST 56.57 FEET; THENCE RUN NORTH 89°08'46" EAST, ALONG SAID SOUTH LINE, 1078.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 1.00 ACRE MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.

(3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD, BEING SOUTH 89°08'46" WEST.

(4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

(5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISIONS:
REVISED SKETCH OF DESCRIPTION 12-17-2025 J.L.M.
REVISED SKETCH OF DESCRIPTION 1-13-2026 J.L.M.
REVISED SKETCH OF DESCRIPTION 1-29-2026 J.L.M.
REVISED SKETCH OF DESCRIPTION 2-18-2026 J.B.J.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION L.B. #966
DATE OF SIGNATURE: 2-18-2026

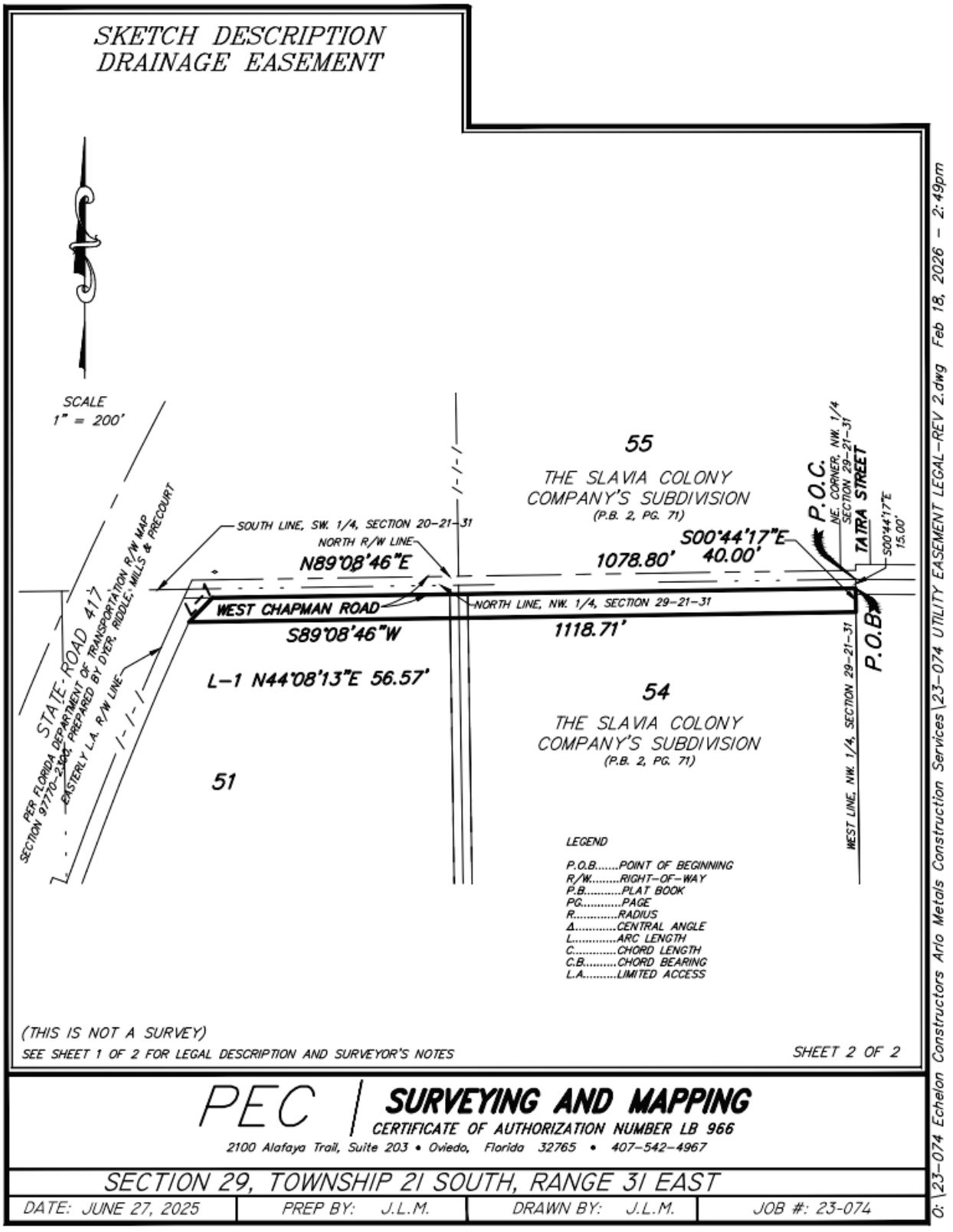
SHEET 1 OF 2

PEC | SURVEYING & MAPPING
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JUNE 27, 2025	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

O:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 UTILITY EASEMENT LEGAL-REV 2.dwg Feb 18, 2026 - 2:52pm


SKETCH DESCRIPTION
DRAINAGE EASEMENT
SCALE
1" = 200'
55
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
P.O.C.
NE. CORNER, NW. 1/4
SECTION 29-21-31
TATRA STREET
S00°44'17"E
15.00'
SOUTH LINE, SW. 1/4, SECTION 20-21-31
NORTH R/W LINE
N89°08'46"E
1078.80'
S00°44'17"E
40.00'
WEST CHAPMAN ROAD
NORTH LINE, NW. 1/4, SECTION 29-21-31
S89°08'46"W
1118.71'
P.O.B.
L-1 N44°08'13"E 56.57'
STATE ROAD 417
PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP
SECTION 97770-2502, PREPARED BY DYER, RIDDLE, MILLS & PRECOURT
EASTERLY L.A. R/W LINE
54
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
51
WEST LINE, NW. 1/4, SECTION 29-21-31
LEGEND
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
C.B.....CHORD BEARING
L.A.....LIMITED ACCESS
(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SHEET 2 OF 2
PEC | SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION NUMBER LB 966
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST
DATE: JUNE 27, 2025
PREP BY: J.L.M.
DRAWN BY: J.L.M.
JOB #: 23-074
O:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 UTILITY EASEMENT LEGAL-REV 2.dwg Feb 18, 2026 - 2:49pm

THIS INSTRUMENT PREPARED BY:
NEYSA BORKERT
DEPUTY COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

DRAINAGE, ACCESS AND UTILITY EASEMENT AGREEMENT

THIS DRAINAGE, ACCESS AND UTILITY EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2026, by and between Louis 1884 Investments, Inc, formally known as LG Development Corporation, a foreign profit corporation, whose address 3100 E. High Street, Jackson, MI 49203, in this instrument referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this instrument referred to as the "GRANTEE."

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and its assigns, a non-exclusive easement for drainage, access and utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation, or disposal areas or any combination of these items, together with appurtenant drainage structures, and utility facilities consisting of water pipes, sewer pipes, mains, and any other utility facilities and appurtenances, with access over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida:

See attached Exhibit "A" for legal description and sketch (the "Easement Property")

TO HAVE AND TO HOLD the Easement Property unto GRANTEE and its assigns forever.

GRANTEE and its assigns have the right to clear, keep clear and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage facilities, utility facilities or any other facilities installed on or under the Easement Property by GRANTEE and its assigns. GRANTOR and GRANTOR's successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on or under the Easement Property that may interfere with the location, excavation, operation or maintenance of the drainage facilities, utility facilities, or any other facilities installed on or under the Easement Property.

GRANTORS hereby covenant with the GRANTEE that GRANTOR is lawfully seized and possessed of the Easement Property, that GRANTOR has good and lawful right to convey the Easement Property, and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR's hand and seal, the day and year first above written.

WITNESSES:

LOUIS 1884 INVESTMENTS, INC, F/K/A
LG DEVELOPMENT CORPORATION

_____
Signature

_____
Print Name
Address: _____
_____

By:_____
Printed Name: _____
Title:_____

_____
Date

_____
Signature

_____
Print Name
Address: _____
_____

Address: _____
_____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that, on this ___ day of _____, 2026, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☐ physical presence or ☐ online notarization, _____, □who is personally known to me or □who has produced _____as identification. Acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the named corporation.

_____
Print Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

ACCEPTANCE BY SEMINOLE COUNTY

WITNESSES:

DEVELOPMENT SERVICES DEPARTMENT
SEMINOLE COUNTY, FLORIDA

_____
Signature

_____
Print Name
Address: _____
_____

By: _____

Print Name:_____

Title:_____

Date:_____

_____
Signature

_____
Print Name
Address: _____
_____

Within the authority delegated by the County Manager pursuant to Seminole County Administrative Code Section 3.25

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____ _____, ☐who is personally known to me or ☐who has produced ___ _____ as identification.

_____
NOTARY PUBLIC
Print Name_____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
Attachment: Exhibit A – Legal Description

T:\Users\nborkert\Vacations\Drainage, Access and Utility Easement (Chapman Rd).docx

EXHIBIT "A"

SKETCH OF DESCRIPTION DRAINAGE, ACCESS AND UTILITY EASEMENT

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°44'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 15.00 FEET; TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°08'46" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 24.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°08'46" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1029.11 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 44°08'29" WEST, 29.20 FEET; THENCE RUN SOUTH 24°46'34" WEST, 48.03 FEET; THENCE RUN NORTH 65°13'26" WEST, 30.00 FEET; THENCE RUN NORTH 24°46'34" EAST 88.73 FEET; THENCE RUN SOUTH 89°08'46" WEST 14.12 FEET TO A POINT LYING ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 417, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 97770-2300; SAID POINT LIES ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 5554.58 FEET, A CENTRAL ANGLE OF 00°20'40", AN ARC LENGTH OF 33.39 FEET, A CHORD LENGTH OF 33.39 FEET AND A CHORD BEARING OF NORTH 25°11'36" EAST, TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID WEST CHAPMAN ROAD; THENCE RUN NORTH 89°08'46" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1087.68 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF TATRA STREET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 00°51'14" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 0.834 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.

(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.

(3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF WEST CHAPMAN ROAD, BEING SOUTH 89°08'46" WEST.

(4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

(5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.

(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISION:
REVISED SKETCH OF DESCRIPTION 2-12-2026. (JBJ)

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING
CERTIFICATE OF AUTHORIZATION L.B. #966
DATE OF SIGNATURE: 2-12-2026

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

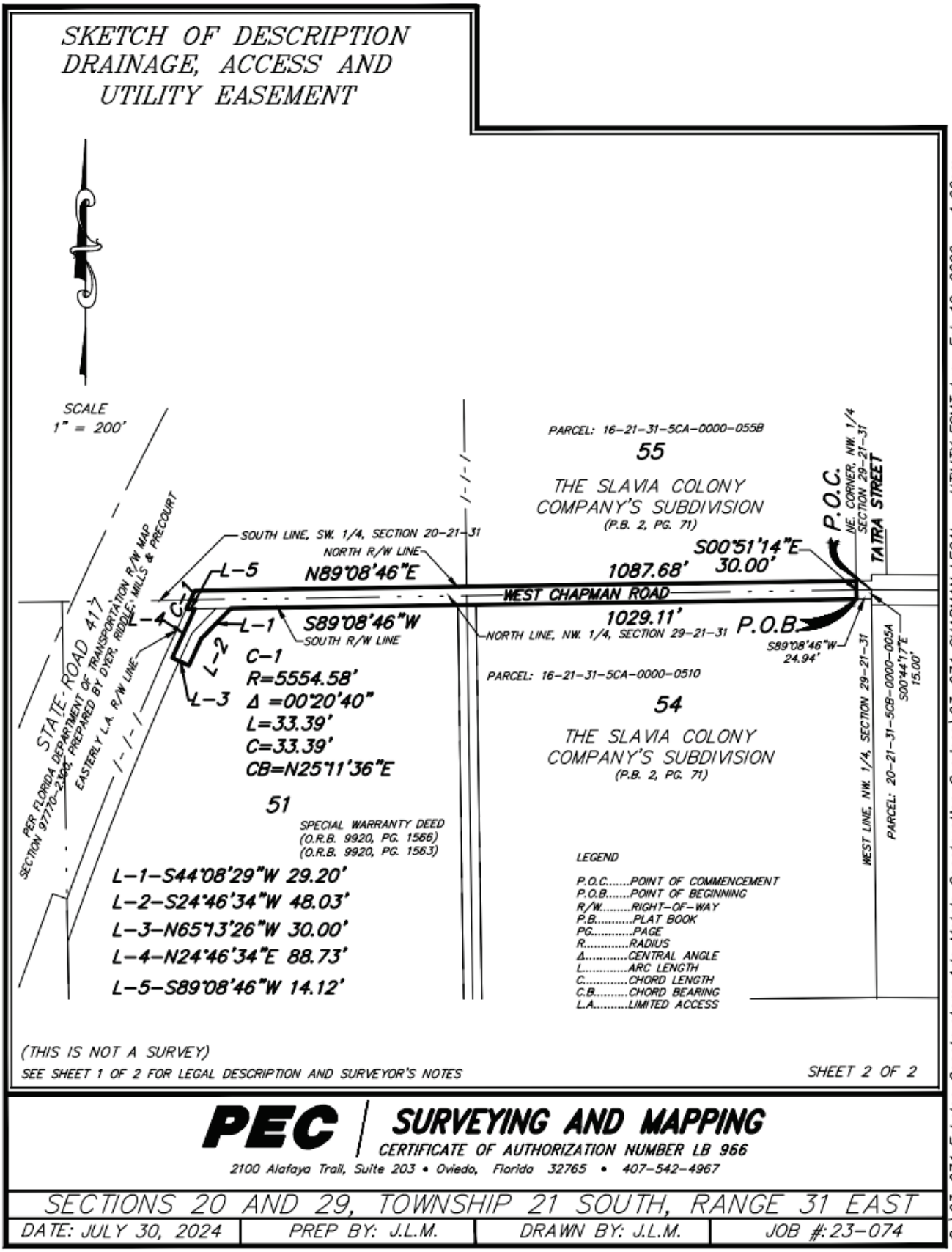
SHEET 1 OF 2

PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 30, 2024	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 23-074

O:\23-074 Echelon Constructors Arlo Metals Construction Services\23-074 CHAPMAN LEGAL - UTILITY ESMT.dwg Feb 12, 2026 - 4:02pm


SKETCH OF DESCRIPTION
DRAINAGE, ACCESS AND
UTILITY EASEMENT
SCALE
1" = 200'
PARCEL: 16-21-31-5CA-0000-055B
55
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
P.O.C.
NE. CORNER, NW. 1/4
SECTION 29-21-31
TATRA STREET
S00°51'14"E
30.00'
1087.68'
WEST CHAPMAN ROAD
1029.11'
P.O.B.
S89°08'46"W
24.94'
SOUTH LINE, SW. 1/4, SECTION 20-21-31
NORTH R/W LINE
L-5
N89°08'46"E
L-4
C-1
L-1
S89°08'46"W
SOUTH R/W LINE
NORTH LINE, NW. 1/4, SECTION 29-21-31
L-2
L-3
C-1
R=5554.58'
Δ =00°20'40"
L=33.39'
C=33.39'
CB=N25°11'36"E
PARCEL: 16-21-31-5CA-0000-0510
54
THE SLAVIA COLONY
COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)
51
SPECIAL WARRANTY DEED
(O.R.B. 9920, PG. 1566)
(O.R.B. 9920, PG. 1563)
L-1-S44°08'29"W 29.20'
L-2-S24°46'34"W 48.03'
L-3-N65°13'26"W 30.00'
L-4-N24°46'34"E 88.73'
L-5-S89°08'46"W 14.12'
STATE ROAD 417
SECTION 97170-2504, PREPARED BY DYER, RIDDLE, MILLS & PRECOURT
PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP
EASTERLY L.A. R/W LINE
WEST LINE, NW. 1/4, SECTION 29-21-31
PARCEL: 20-21-31-5CB-0000-005A
S00°44'17"E
15.00'
LEGEND
P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
PG.....PAGE
R.....RADIUS
Δ.....CENTRAL ANGLE
L.....ARC LENGTH
C.....CHORD LENGTH
C.B.....CHORD BEARING
L.A.....LIMITED ACCESS
(THIS IS NOT A SURVEY)
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SHEET 2 OF 2
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2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
SECTIONS 20 AND 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST
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