

Matthew Holt, PO Box 1149, Sanford FL 32772

1108110 10:26 AM

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04657 PG 1049
CLERK'S # 2003002903
RECORDED 01/07/2003 04:26:30 PM
DEED DOC TAX 0.70
RECORDING FEES 42.00
RECORDED BY M NoIdon

This instrument prepared by
and return recorded instrument to:

George J. Viele
301 Carolyn Drive
Oviedo, FL 32765

CORRECTIVE

CROSS ACCESS AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND EASEMENT is entered into and made on _____, 2001, by and between **OVEDO COMMERCE CENTER, L.L.C.**, a Florida limited liability company, whose address is **755 West Highway 434, Suite H, Longwood, Florida 32750** (hereinafter referred to as the "Owner"), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771** (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Owner and County desire to make a minor correction to the original Cross Access Agreement and Grant of Easement dated July 26, 2001 and recorded in OR Book 04135, Pages 0470-79, Seminole County, Florida, by correcting the legal descriptions for the "Subject Property" and "Easement Areas"; and

WHEREAS, Owner warrants that it holds legal title to the property described in paragraph 2 below, that the holders of any and all liens and encumbrances affecting such property have subordinated their interests to this Agreement and Easement, and that Owner shall be fully responsible for and pay all costs necessary to cure any title defects that may be discovered relating to said property, which adversely affect the rights and privileges granted unto County pursuant to the terms of this Agreement and Easement; and

WHEREAS, Owner desires to facilitate the orderly use of the subject property, in compliance with the laws, regulations and requirements of County and other governmental authorities, and Owner desires to ensure that the use of subject property is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the subject property abuts State Road 426 and County, after consideration of certain traffic problems, has delineated certain requirements related to ingress and egress from the subject property and other properties in the area; and

WHEREAS, Owner has sought County's approval for plans to develop its property, and County has approved a site plan on February 23, 2001 subject to the covenants, restrictions and easements offered by Owner and contained herein.

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

1. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.
2. Owner warrants and represents that it is the present owner of the property described on **Exhibit "A"** attached hereto (hereinafter referred to as the "**Subject Property**") and covenants to pay all costs necessary to cure any title defects that may be discovered relating to the subject property.
3. If Owner has not previously provided an acceptable title insurance policy to County, Owner shall provide to County a title insurance policy issued by a title insurance company authorized to do business in Florida, showing good and marketable title to the Subject Property to be in the name of Owner and showing all liens, mortgages and other encumbrances not satisfied or released of record. If any title defects are discovered which adversely affect the rights and privileges granted unto County pursuant to the terms of this Agreement and Easement, Owner shall pay all costs relating to curing such title defects to the reasonable satisfaction of County.
4. Unless otherwise agreed to by County in writing, all liens, mortgages and other encumbrances not satisfied or released of record shall be subordinated to the terms of this Agreement and Easement. Owner covenants and agrees to promptly obtain the said subordination(s), in form and substance acceptable to County in accordance with this Agreement and Easement, promptly after its execution.
5. Owner hereby grants, conveys and assigns to County a permanent, full, free and nonexclusive right to accomplish the purposes of this Agreement and Easement and to travel, enter and exit with or without vehicles, upon, over and across any portion of that certain easement area (described as follows) located on the property described in paragraph 2 (legal description of easement area).

SEE EXHIBIT "B"
ATTACHED HERETO AND INCORPORATED HEREIN

6. The purpose of the easement described in paragraph 5 above is to provide access to adjoining properties and to the curb cut on State Road 426. It is the design and intention of County to connect the adjacent properties so as to limit the number of access points on State Road 426 and cause and constitute a joint and common means of access to the adjacent properties and any other easement areas as deemed necessary by the County.

7. Prior to a certificate of occupancy ("CO") being issued as to the Property described in paragraph 5 hereof, it shall be the obligation of Owner or its heirs, assigns or successors in interest to design, install and construct and maintain the cross access roadway over, on and through the easement area to include pavement markings and signage on the property described in paragraph 5 hereof. After construction of the cross access roadway is accomplished, Owner shall be obligated for any and all costs of maintaining paved surfaces and other improvements in the easement area.

Notwithstanding the provisions of this paragraph, Owner shall not be required to construct any portion of the cross access roadway which is not shown as being constructed in Owner's site plan and/or other construction plans. It shall be the sole obligation of the owners of the adjacent properties making use of the cross access easement to construct and maintain other portions of the pavement, striping and other features of the access driveway which may be necessary to serve their projects. Each owner of an adjacent property which makes use of the cross-access easement area created by this Agreement does, by making such use and acceptance of the easement rights granted hereunder, thereby agree to indemnify and hold harmless the owner, its heirs, successors and assigns from any liability, cost, damage or judgment which may arise from the negligence of such adjacent property owner in the manner in which said easement area is utilized.

8. Owner shall indemnify and hold harmless County from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and, if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement and Easement) and/or expenditure incurred by County as a result, directly or indirectly, of the use or development of the property described in paragraph 2 above, or of the use of the easement area by County or by third parties, but nothing herein shall require Owner to indemnify County for County's negligence. It is specifically understood that County is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the subject property, including, but not limited to, drainage or sewer plans, fire safety or quality of construction, whether or not inspected, approved or permitted by County.

9. Any site plan approval for subject property, given by the Board of County Commissioners of Seminole County is specifically incorporated into this Agreement and Easement by reference for the purpose of clarifying boundaries, locations, areas and improvements described in this Agreement and Easement. All development shall be in accordance with the site plan approval.

10. Owner covenants and agrees that it and its heirs, assigns and successors will abide by the provisions of this Agreement and Easement and County's Land Development Code, including, but not limited to, the site plan regulations of County; provided, however, if there is any conflict between this Agreement and Easement and the Land Development Code, the more stringent requirements shall apply. As to any future development, the use of the term "Land Development Code" shall mean the Land Development Code in effect at the time of development.

11. The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems, which will become the responsibility of County. Owner represents that any and all facilities or systems located in, on, upon or within the conveyed property are free from all latent and patent design, construction or other defects. Owner hereby represents to County that it has no knowledge of any latent or patent defects. Owner recognizes the County is relying upon Owner's representations as herein expressed.

12. Owner represents that this Agreement has been reviewed by the governing board of Owner; that the governing board of Owner has authorized this Agreement and further authorized the undersigned to bind Owner to the terms and conditions of this Agreement.

13. This entire Agreement and Easement touches or concerns the subject property and shall run with the land, shall be a burden and binding upon Owner and Owner's assigns and successors in interest.

14. Should the subordination(s) to the interest(s) conveyed herein to County not occur, all development approvals to which the conveyance relates shall be void and of no further effect and to that end, the subordination(s) to the interest(s) conveyed herein to County shall be a condition precedent to the approvals of County, and County shall not be deemed to have waived the required subordination(s) or the requirement for such subordination(s) by issuing development approvals or permits occurring subsequent to Owner's failure to obtain the said subordination(s).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

Witnesses:

Lisa L Bellini
Printed name: Lisa L Bellini
George J. Vick
Printed name: George J. Vick

“Owner”

OVIEDO COMMERCE CENTER, L.L.C.,
a Florida limited liability company

By: *Glen A. Leffler*
Glen A. Leffler
Manager

815 Orianta Ave., #1040
Address: 775 West Highway 434, Suite 11
Longwood, FL 32750
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on Dec. 20, 2002, 2002, by Glen A. Leffler, Manager of OVIEDO COMMERCE CENTER, L.L.C., a Florida limited liability company, on its behalf. He

X is personally known to me, or _____ as identification.

Elaine V. Miller
Printed name: ELAINE V. MILLER
Notary Public-State of Florida at Large
Commission Number:
My Commission expires: 4-11-06



ELAINE V. MILLER
MY COMMISSION # DD 101161
EXPIRES: April 11, 2006
Bonded Thru Budget Notary Services

Signature page to
Cross Access Agreement and Grant of Easement

ACCEPTANCE BY SEMINOLE COUNTY

Witnesses:

Ian C. Ruff

Printed name: Ian C. Ruff

George J. Viele

Printed name: George J. Viele

PLANNING & DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW DIVISION
SEMINOLE COUNTY, FLORIDA

By:

Barbara J. Harbin

Name:

Title: Development Review Manager

Date:

12/20/02

Address:

1101 E. First Street
Sanford, Florida 32771

Within the authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997 Re: Streamlining of Development-related Agenda Items and approved on April 2, 1997

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on December 20, 2002 by Mahmoud Nadja, who is personally known to me, or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid on Dec 20, 2002

2001

Barbara J. Harbin

Printed name:

Notary Public - State



Barbara J Harbin
My Commission DD112560
Expires April 29, 2006

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 2

A portion of land lying in Section 29, Township 21 South, Range 31 East, Seminole County, Florida. Being more particularly described as follows:

Commence at the North 1/4 corner of said Section 29 thence run South 00° 44' 24" East along the North South centerline of said Section 29 for a distance of 1717.18 feet to a point on the South line of the North 375.00 feet of the South 1/2 of the Northeast 1/4 of said Section 29, also being the POINT OF BEGINNING; thence run South 89° 50' 52" East along said South line for a distance of 183.89 to a point on the Westerly right-of-way line of State Road Number 426 as recorded in Official Records Book 3336, Page 847 of the Public Records of Seminole County, Florida; thence departing said South line run South 23° 21' 05" West along said Westerly right-of-way line for a distance of 373.12 feet to the point of curvature of a curve concave Westerly and having a radius of 1282.53 feet; thence run Southwesterly along said curve and said Westerly right-of-way line, through a central angle of 05° 35' 22" for an arc distance of 125.12 feet to a point lying on the West line of the East 25.00 feet of aforementioned Northwest 1/4 of said Section 29; thence departing said Westerly right-of-way line, run North 00° 44' 24" West along said West line, for a distance of 183.17 feet to a point on the North line of the South 695.00 feet of said Northwest 1/4 of Section 29; thence departing said West line, run South 89° 53' 46" West along said North line for a distance of 400.02 feet to a point on the West line of the East 425.00 feet of the Northwest 1/4 of said Section 29; thence departing said North line run South 00° 44' 24" East along said West line for a distance of 300.02 feet to a point on the North line of the South 375.00 feet of the Northwest 1/4 of said Section 29; thence departing said West line run South 89° 53' 46" West along said North line for a distance of 188.01 feet to a point on the West line of the East 613.00 feet of the Northwest 1/4 of said Section 29; thence departing said North line, run North 00° 44' 24" West along said West line for a distance of 568.12 feet to a point on the South line of the North 375.00 of the South 1/2 of the Northwest 1/4 of said Section 29; thence departing said West line, run North 89° 31' 08" East along said South line for a distance of 613.01 feet to aforesaid POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS in the following:

- 1) Cross Access Agreement and grant of easement recorded October 18, 2000 in Official Records Book 3940, Page 1607, Public Records of Seminole County, Florida.
- 2) Perpetual Easement recorded May 18 2000, in Official Records Book 3853, Page 510, Public Records of Seminole County, Florida.

EXHIBIT "B"

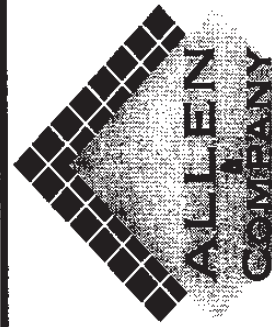
LEGAL DESCRIPTION (CROSS ACCESS / UTILITY EASEMENT - PARCEL 2):

A portion of land lying in Section 29, Township 21 South, Range 31 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 29, thence run North 00°44'24" West along the West line of said Northeast 1/4 for a distance of 621.91 feet to a point on a line 28.00 feet West of and parallel to the Westerly right-of-way line of State Road Number 426, and the POINT OF BEGINNING, said point also lying on a non-tangent curve, concave Westerly and having a radius of 1254.53 feet; thence from a tangent bearing of South 24°00'49" West, run Southwesterly along said parallel line and said curve, through a central angle of 02°35'59", for an arc distance of 59.93 feet to a point on the West line of the East 25.00 feet of the Northwest 1/4 of said Section 29; thence run North 00°44'24" West along said West line, for a distance of 54.29 feet to a point on a non-tangent curve, concave Westerly and having a radius of 1230.53 feet; thence departing said West line, from a tangent bearing of North 24°22'04" East, run Northeasterly along said curve, through a central angle of 01°00'59", for an arc distance of 21.83 feet to a point of tangency; thence run North 23°21'05" East for a distance of 350.84 feet to a point on the South line of the North 375.00 feet of the South 1/2 of the Northeast 1/4 of said Section 29; thence run South 89°50'52" East along said South line, for a distance of 26.11 feet to a point on aforesaid line 28.00 feet West of and parallel to the Westerly right-of-way line of State Road Number 426; thence run South 23°21'05" West along said parallel line for a distance of: 361.12 to a point of curvature of a curve, concave Westerly and having a radius of 1254.53 feet; thence continuing along said parallel line, run Southerly along said curve through a central angle of 00°39'44" for an arc distance of 14.50 feet to aforesaid POINT OF BEGINNING.

Contains 0.222 acres, more or less.



Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THIS SKETCH IS NOT VALID UNLESS SEALED WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST AS BEING S 00°44'24" E. (ASSUMED FOR ANGLE DESIGNATION ONLY).

JOB NO. 99072

DATE: 3-30-2000

SCALE: 1" = 100 FEET

FIELD BY: N/A

CALCULATED BY: JLR

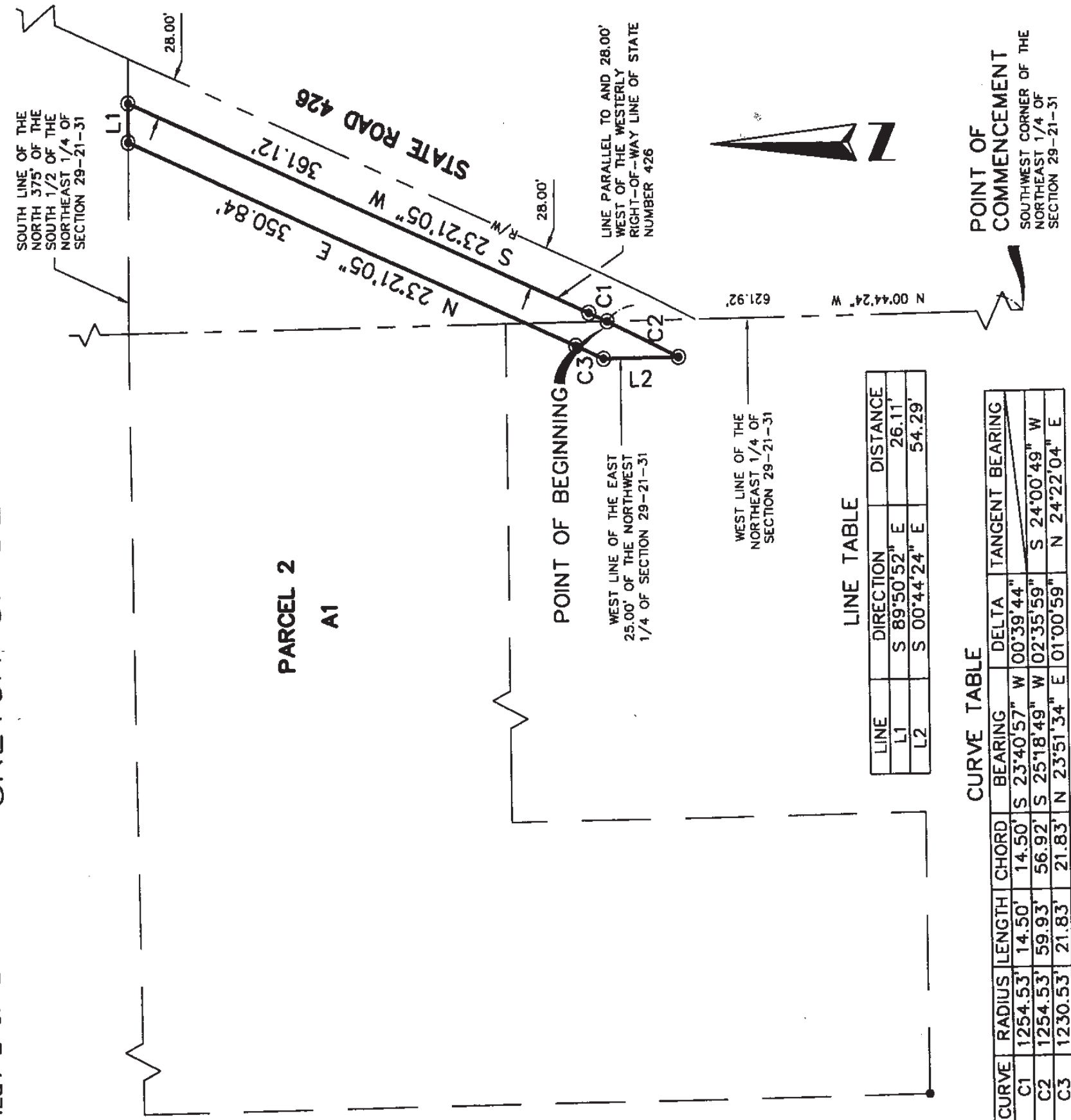
DRAWN BY: PJR

CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 6723 BY:

STATE OF

JAMES CRICKMAN P.S.M. # 5633



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 89°50'52" E	26.11'
L2	S 00°44'24" E	54.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	TANGENT BEARING
C1	1254.53'	14.50'	14.50'	S 23°40'57" W	00°39'44"	
C2	1254.53'	59.93'	56.92'	S 25°18'49" W	02°35'59"	S 24°00'49" W
C3	1230.53'	21.83'	21.83'	N 23°51'34" E	01°00'59"	N 24°22'04" E

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355

THIS IS NOT A SURVEY

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY

JOB NO. 99072
 DATE: 3-30-2000
 SCALE: 1" = 100 FEET
 FIELD BY: N/A

CALCULATED BY: JLR
 DRAWN BY: PJR
 CHECKED BY: JLR