

**SECOND AMENDMENT TO FIRE AND EMERGENCY MEDICAL SERVICES  
INTERLOCAL AGREEMENT  
BETWEEN SEMINOLE COUNTY AND CITY OF CASSELBERRY**

**THIS SECOND AMENDMENT** is to that certain Agreement made and entered into on the 22nd day of December, 2014, 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 Second Amendment referred to as "COUNTY," and **CITY OF CASSELBERRY**, a Florida Municipal Corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, in this Second Amendment referred to as "CITY."

**WITNESSETH:**

**WHEREAS**, CITY and COUNTY entered into the above referenced Agreement on December 22, 2014, to provide fire, rescue, and emergency medical services to CITY (the "Agreement"); and

**WHEREAS**, CITY and COUNTY entered into a First Amendment to the Agreement on February 14, 2017; and

**WHEREAS**, the parties desire to amend the Agreement to implement Section 6(b)(1)(iii) of the Agreement concerning the Wilshire Property and Fire Station 25, as described in the Agreement, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 10 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

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

Second Amendment to Interlocal Agreement between Seminole County and City of Casselberry  
for Fire and Emergency Medical Services  
Page 1 of 6

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
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Page 1 of 54

1. Section 6(b)(1)(iii) of the Agreement is amended to read as follows:

(iii) The Wilshire Property. CITY and COUNTY agree to jointly develop for use as COUNTY EMS/Fire/Rescue operations approximately 2 acres of property owned by CITY known as the "Wilshire Property." The Wilshire Property consists of the parcels collectively described in the two deeds attached to this Agreement as Attachment "D."

2. Section 6(d) is added to the Agreement as follows:

(d) The Wilshire Property / Fire Station 25

(1) Overview

(i) Approximately two acres of the Wilshire Property will be developed exclusively for a COUNTY EMS/Fire/Rescue station, that approximately two acre portion being generally described in Attachment F to this Agreement (the "Fire Station Property"). The remainder of the Wilshire Property has been developed by CITY as a CITY Police Station (the "Remainder Parcel" or the "Police Station").

(ii) The two stations are being built in phases, designed and constructed by separate designers and construction contractors, with CITY as contracting agency for Phase 1 (City Police Station), and COUNTY as contracting agency for Phase 2 (construction of the Fire Station).

(iii) CITY and COUNTY shall convey to each other easements for use of their respective entry roads, parking, utility, dumpster, and cross access easements over each other's driveways. The proposed Cross Access, Parking, Utility and Dumpster Easement and Maintenance Agreement, including sketches and legal descriptions, are attached as to this Agreement as Attachment G.



(2) CITY has the following responsibilities:

(i) CITY shall convey the Fire Station Property to COUNTY for the eventual construction of the Fire Station, along with all necessary access easements. The conveyance will be by special warranty deed free and clear of all encumbrances except the permitted exceptions listed on the draft Special Warranty Deed attached to this Agreement as Attachment H.

(ii) CITY will be fully responsible for such matters as security, building and grounds maintenance, utility service costs, staffing, and management for the Police Station.

(iii) CITY will be responsible for platting the Wilshire Property, including the Fire Station Property, and COUNTY will cooperate by joinder in the plat. Platting will occur immediately after closing on the transfer of the Fire Station Property from CITY to COUNTY.

(iv) CITY has delivered to COUNTY copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Fire Station Property.

(3) COUNTY has the following responsibilities:

(i) COUNTY shall accept conveyance of the Fire Station Property solely for construction of a Fire Station. COUNTY shall construct a fire station on the Fire Station Property generally similar to the preliminary concept plans attached as Attachment I (the "Fire Station").

(ii) COUNTY shall use the Fire Station Property only for a fire station. If COUNTY fails to commence construction of a fire station on the Fire Station Property within 5



years from the Effective Date of the Second Amendment to this Agreement, or ceases to use the Fire Station Property as a fire station, COUNTY shall convey the Fire Station Property back to CITY by county deed.

(iii) COUNTY shall obtain all necessary permits and land use approvals from CITY to construct the Fire Station on the Fire Station Property. Nothing in this Agreement constitutes a land use approval of any kind.

(iv) CITY and COUNTY recognize that the Wilshire Property is immune from construction liens pursuant to Section 713.01(23)&(26), Florida Statutes (2024). COUNTY shall require its general contractor for the Fire Station to provide payment and performance bonds for the Fire Station as required by Florida law.

(v) COUNTY shall exercise reasonable efforts to ensure that the construction of the Station does not interfere with CITY's use of the Remainder Parcel.

(vi) COUNTY will have full responsibility for such matters as security, building and grounds maintenance, utility service costs, staffing, and management of its Fire Station.

(4) Shared Responsibilities.

(i) Each party will have full discretion as to the design and construction of their respective stations as long as they are compatible with each other.

(ii) Once both stations are operational, the COUNTY will have administrative control over the Fire Station, and CITY will have administrative control over the Police Station. The parties shall cooperate on matters of mutual concern, including such matters as the following: shared use of the dumpster; scheduling specific training programs and events; shared use of facilities including parking, driveways, and similar such matters, as outlined in the





Cross Access, Parking, Utility and Dumpster Easement and Maintenance Agreement, Attachment G.

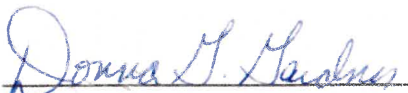
3. Attachments F, G, H, and I to this Second Amendment are added to the Agreement.

4. Except as modified by this Second Amendment, all terms and conditions of the Agreement as previously amended, will remain in full force and effect for the term of the Agreement, as originally set forth in this Agreement.

5. The Effective Date of this Second Amendment will be the date when the last party has properly executed this Second Amendment 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 Second Amendment for the purposes stated above.

ATTEST:

  
Donna G. Gardner, City Clerk

CITY OF CASSELBERRY, FLORIDA

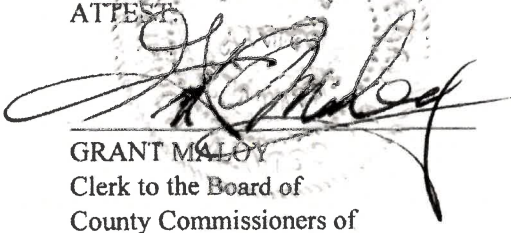
By:   
David Henson, Mayor

Date: 12/16/2024

*[Balance of this page intentionally blank; signatory page continues on page 6.]*



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:

11/7/25

For the use and reliance of  
County only.

Approved as to form and  
legal sufficiency.



County Attorney

As authorized for execution by the Board of Seminole  
County Commissioners at its Dec. 10,  
2024, regular meeting.

Attachments:

Attachment "F" – Fire Station Property

Attachment "G" – Cross Access, Parking, Utility and Dumpster Easement and Maintenance  
Agreement

Attachment "H" – Special Warranty Deed

Attachment "I" – Fire Station Plans

DGS/sfa

8/9/2024

T:\Users\Legal Secretary CSB\Public Safety\2023\Fire Station 25\Casselberry Fire ILA - 2d Amendment rev1.docx

Second Amendment to Interlocal Agreement between Seminole County and City of Casselberry  
for Fire and Emergency Medical Services  
Page 6 of 6

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Page 6 of 54

ATTACHMENT "F"  
[FIRE STATION PROPERTY]

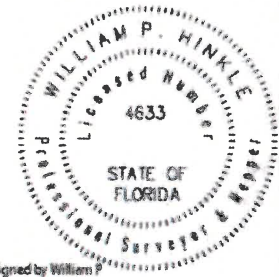
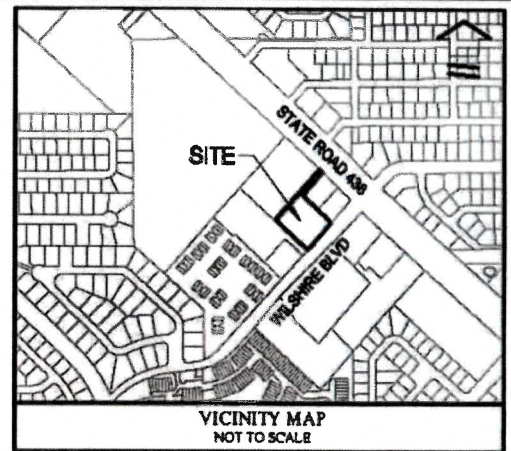
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Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
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Page 7 of 54

### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).



William P Hinkle

Digitally signed by William P Hinkle  
Date: 2024.09.05 12:31:00 -04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633

DATE

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

### **SKETCH OF DESCRIPTION**

-OF-

**PARCEL B  
(COUNTY FIRE DEPARTMENT)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24  
REV DATE:  
SCALE 1" = N/A

PROJ: 50129033  
DRAWN BY: MRP  
CHECKED BY: WPH

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
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Page 8 of 54

**LEGAL DESCRIPTION:**

**PARCEL B (FIRE STATION)**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET, THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,575 SQUARE FEET OR 1.712 ACRES MORE OR LESS.

**SHEET 2 OF 3**

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**PARCEL B  
(COUNTY FIRE DEPARTMENT)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY - FLORIDA

**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24  
REV DATE:  
SCALE 1" = N/A

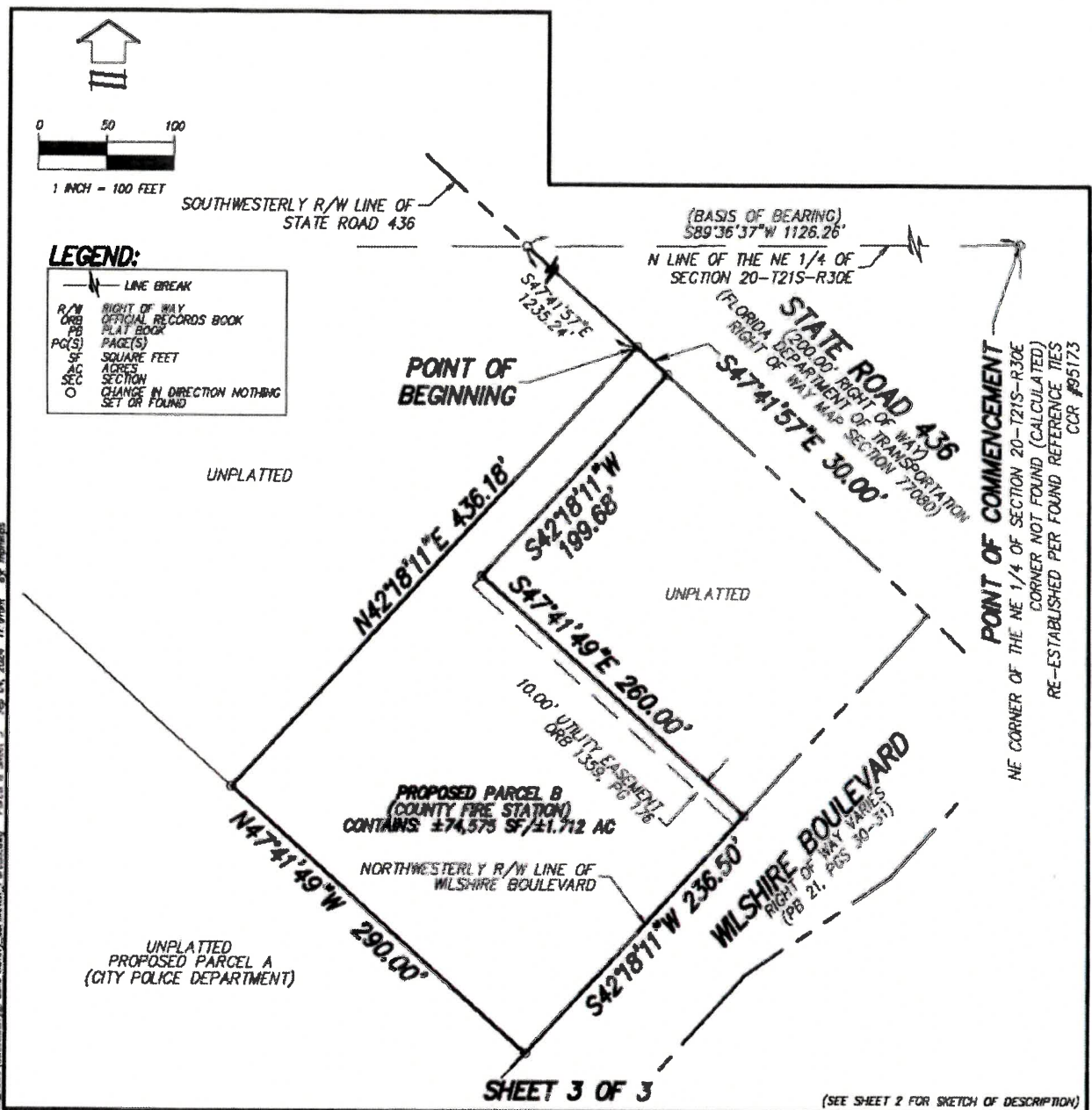
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Page 9 of 54





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Seminole County Clerk of the Circuit Court and Comptroller  
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Page 10 of 54

**ATTACHMENT "G"**  
**[CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT**  
**AND MAINTENANCE AGREEMENT]**

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Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
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Page 11 of 54

Prepared by:  
Catherine D. Reischmann, Esq.  
111 N. Orange Ave., Suite 2000  
Orlando, FL 32802

Return to:  
City Clerk  
95 Triplet Lake Drive  
Casselberry, FL 32707

**CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS CROSS ACCESS, PARKING, UTILITY AND DUMPSTER EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement"), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipal corporation, of 95 Triplet Lake Drive, Casselberry, FL 32707 (in this Agreement referred to as "City"), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, with an address of 1101 East 1<sup>st</sup> Street, Sanford, FL 32771 (in this Agreement referred to as "County").

**WITNESSETH:**

**WHEREAS**, City is the owner in fee simple of certain real property located in Seminole County, Florida more particularly described in **Exhibit A** attached to and incorporated in this Agreement by reference (the "City Property"); and

**WHEREAS**, County is the owner in fee simple of certain real property located in Seminole County, Florida more particularly described in **Exhibit B** attached to and incorporated in this Agreement by reference (the "County Property")

**WHEREAS**, City has constructed a police station on the City Property, which is served by Wilshire Blvd., which is the only access point for the City Property; and

**WHEREAS**, County is constructing a County Fire Station on County Property, which is served by a driveway from S.R. 436; and

**WHEREAS**, City and County desire to create and declare joint perpetual non-exclusive cross access easements and parking easements benefitting both the City Property and the County Property, for purposes of utilities, vehicular and pedestrian ingress and egress to and from both properties, and a dumpster easement for dumpster access and use, and for all other uses expressly contemplated by this Agreement; and



WHEREAS City and County intend to share the costs of maintaining the dumpster and related improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree as follows:

1. **CROSS ACCESS EASEMENT.** City and County hereby grant and convey perpetual non-exclusive mutual cross access easements for the purposes of vehicular and pedestrian ingress and egress on, over, upon and across the areas defined in **Exhibit C and Exhibit D**, attached to and incorporated in this Agreement by reference.

2. **CROSS PARKING EASEMENT.** City and County hereby grant and convey perpetual, non-exclusive, mutual cross parking easements for use of all parking spaces within the areas defined in **Exhibit E**, attached to and incorporated in this Agreement by reference, and labeled on **Exhibit E** as "Open Parking Area."

3. **ESTABLISHMENT OF DUMPSTER EASEMENT.** As owner of the County Property, County hereby grants, bargains, sells and conveys to City an exclusive perpetual right, privilege and easement over the Dumpster Easement Area shown in **Exhibit D**, attached to and incorporated in this Agreement by reference, for access to the Dumpster for the collection, storage and removal of papers, debris, filth, refuse and recyclable materials and the use of trash cans, dumpsters, compactors and other storage containers (the "Dumpster Easement"). Further, the Dumpster Easement includes the non-exclusive perpetual rights of vehicular and pedestrian ingress, egress, and regress in, over, upon, across and through that portion of the County Property that is labeled "Dumpster Easement Area" and shown in crosshatch on **Exhibit D**.

4. **ESTABLISHMENT OF UTILITY EASEMENT.** County hereby grants City a non-exclusive perpetual right, privilege and Utility easement over the property shown on **Exhibit D and Exhibit F**, for access and for the construction, installation, operation, and maintenance of City utilities, including water and wastewater, and all incidental and related activities.

5. **MAINTENANCE.**

A. Each party, at its sole cost and expense, shall maintain the Cross Access and Cross Parking Easement Areas. Each party shall maintain its access ways and Open Parking Area in a safe condition and ensure that any unsafe condition or defect in or on the Properties is remedied and repaired within a reasonable time of actual or constructive notice of such condition.

B. City and County shall share the costs of maintenance of the Dumpster Easement Area 50/50%. County will send City a quarterly invoice, and City will remit payment. The term "costs of maintenance of the Dumpster" means the total cost and expenses incurred in connection with the normal preventative and corrective maintenance and repair of the Dumpster Easement Area, including: landscaping; line painting; lighting; electricity; sanitary control; removal of trash, rubbish, garbage and other refuse. County shall maintain the Dumpster Easement Area in a commercial reasonable condition and state of repair. In the event damage to the Dumpster





Easement Area is caused by one of the parties, the costs to repair such damage will be borne solely by the responsible party

6. **DISCLAIMER OF WARRANTIES.** City and County grant these easements in their respective Properties' current "AS-IS" condition without further representation or warranty of any kind whatsoever, express or implied.

7. **MODIFICATION.** Either party may increase, reduce, or change the number, dimensions or location of the walks, buildings, and parking areas in any manner the parties deem proper after appropriate government approvals and after notice to the other party.

8. **PROTECTION OF PUBLIC SAFETY.** Each party specifically reserves the right, through its representatives, to eject any persons behaving in an objectionable manner from its own Properties or the Easement Areas with notice to the other party, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

9. **INDEMNIFICATION.** Subject to the monetary and other limitations of Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, which limitations are deemed to apply to this Agreement regardless of the nature of the liability, City and County each shall indemnify, defend and hold the other, including their officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind or nature whatsoever arising out of or because of the use and occupancy of their respective Properties, except that if such claim, damage, loss, liability or cause of action is due to the joint or concurrent negligence of the indemnitor and the indemnitee, then their respective liability will be determined according to the principles of comparative negligence. Nothing in this Agreement operates to waive either Party's rights, immunities or limits to liability existing under the common law.

10. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement operates as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time, as to third parties. This section will survive the termination of all performance or obligations under this Agreement and will be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

11. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement operates to create any rights in any third parties to this Agreement, there are no third party beneficiaries to this Agreement, and no third party to this Agreement will be entitled to assert a claim against any of the parties based upon this Agreement.

12. **DEFAULT.** If a party is in default of its obligations under this Agreement, then the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event the default cannot be cured within the thirty (30) day period and the defaulting party is diligently attempting in good faith to cure the default, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the





occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and in addition to every other remedy now or subsequently existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder will preclude any other or future exercise of such rights.

13. **PUBLIC RECORDS.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party will be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes (2024), as this statute may be amended from time to time, and any resultant award of attorney's fees for non-compliance with that law.

14. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

15. **CONFLICT RESOLUTION.** If County and City disagree on an application or an interpretation of a portion of this Agreement, the disagreement will be settled in accordance with the "Interlocal Agreement on Mediation and Intergovernmental Cooperation" dated January 24, 1995, or any successor thereto to which both County and City are parties.

16. **NOTICES.** Any notice required to be given by the terms of this Agreement will be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

**TO CITY:**  
City of Casselberry  
Attn: City Manager  
95 Triplet Lake Drive  
Casselberry, FL 32707

**TO COUNTY:**  
Seminole County  
Attn: County Manager  
1101 East 1<sup>st</sup> Street  
Sanford, FL 32771

17. **DURATION.** The easements hereby granted, created, and declared are perpetual in duration and may not be changed, amended, modified, cancelled or terminated other than as expressly provided in this Agreement, except by an instrument in writing, executed by the then owners of the property.

18. **INCIDENTAL RIGHTS.** The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Cross Access Easement Area, Parking, Utility and Dumpster Easement Area for their intended purposes, subject to the limitations set forth in this Agreement.

19. **EFFECT OF EASEMENT.** With or without specific reference to this Agreement, any subsequent conveyance of an interest in any portion of either of the easement areas and City Property or County Property will be subject to the respective burdens and benefits of the easements



created under this Agreement and granted to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. Notwithstanding anything to the contrary set forth in this Agreement, the creation of the easement for which provisions are subsequently made will not operate in such fashion as to preclude City, its successors and assigns, from dedicating or conveying such of the Cross Access Easement Area, Parking, Utility or Dumpster Easement Area to a county, municipality or other political subdivision of the State of Florida for the purpose of perpetuating the use of the Cross Access Easement Area, Parking, Utility or Dumpster Easement Area for the purpose or purposes to which they are presently or are intended hereby to be devoted. The easements, covenants, agreements and conditions contained or expressed in this Agreement are not personal (except as otherwise expressly provided in this Agreement), but will run with the land and will be binding upon and inure to the benefit of the owners of all portions of City Property and County Property, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

20. **SEVERABILITY.** If any provision or application of this Agreement to any person or circumstance is held invalid, then 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.

21. **OTHER EASEMENTS; MATTER OF RECORD.** It is expressly agreed and understood that the easements granted under this Agreement, together with all rights and privileges granted by them, are non-exclusive, and each party hereby reserve for itself, its successors and assigns, the right to grant such other easements as it deems desirable in, over, under, upon or across its property.

IN WITNESS WHEREOF, this Agreement has been made as of the date first above written.

*[signature pages to follow]*



WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
(print)

Address: 95 Triplet Lake Drive  
Casselberry, FL 32707

\_\_\_\_\_  
\_\_\_\_\_  
(print)

Address: 95 Triplet Lake Drive  
Casselberry, FL 32707

CITY OF CASSELBERRY, FLORIDA, a  
Florida municipal corporation

By: \_\_\_\_\_  
David Henson, Mayor

ATTEST:

By: \_\_\_\_\_  
Donna G. Gardner, City Clerk

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

(SEAL)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by David Henson, Mayor  
of the City of Casselberry, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

As authorized for execution by the Board of  
County Commissioners at its  
\_\_\_\_\_, 2024 regular meeting.



**EXHIBIT A**  
**[CITY PROPERTY]**

**LEGAL DESCRIPTION:**

**PARCEL A (CITY POLICE DEPT)**

**A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1525.18 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 436.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 240.00 FEET; THENCE N47°41'49"W, A DISTANCE OF 410.00 FEET; THENCE S42°18'11"W, A DISTANCE OF 15.00 FEET; THENCE N47°41'49"W, A DISTANCE OF 180.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 255.00 FEET; THENCE S47°41'49"E, A DISTANCE OF 590.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 144,300 SQUARE FEET OR 3.31 ACRES MORE OR LESS.**





**EXHIBIT B**  
**[COUNTY PROPERTY]**

**LEGAL DESCRIPTION:**

**PARCEL B (FIRE STATION)**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET; THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,575 SQUARE FEET OR 1.71 ACRES MORE OR LESS.

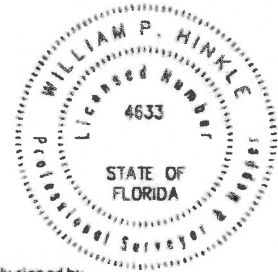
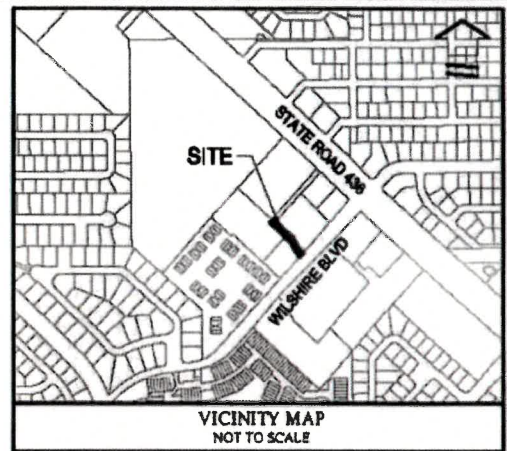


**EXHIBIT C**  
**[CROSS ACCESS EASEMENT AREA FROM WILSHIRE BLVD.]**



**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).



William P  
Hinkle

Digitally signed by  
William P Hinkle  
Date: 2024.09.05 12:29:00  
-04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

DATE

**SHEET 1 OF 5**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**ACCESS EASEMENT**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24  
REV DATE:  
SCALE 1" = N/A

PROJ: 50129033  
DRAWN BY: AS  
CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 22 of 54

### LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO THE WESTERLY CORNER OF SAID PARCEL "B", BEING THE POINT OF BEGINNING; THENCE RUN S47°41'49"E ALONG THE NORTHEASTERLY LINE OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 63.04 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.28 FEET, A CENTRAL ANGLE OF 20°26'26", A CHORD BEARING OF S37°28'52"E AND A CHORD DISTANCE OF 17.49 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.58 FEET TO A POINT OF TANGENCY; THENCE RUN S47°42'05"E A DISTANCE OF 40.57 FEET; THENCE RUN S47°53'18"E A DISTANCE OF 5.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 9.33 FEET, A CENTRAL ANGLE OF 47°45'03", A CHORD BEARING OF S71°45'50"E AND A CHORD DISTANCE OF 7.53; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.78 FEET TO A POINT OF NON-TANGENCY, SAID ALSO BEING ON THE SOUTHWESTERLY LINE OF LOT 1; THENCE RUN S47°41'49"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 9.33 FEET, A CENTRAL ANGLE OF 39°00'14", A CHORD BEARING OF S17°54'22"E AND A CHORD DISTANCE OF 6.23 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.35 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S47°42'05"E A DISTANCE OF 5.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 74.72 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF S36°09'36"E AND A CHORD DISTANCE OF 29.90; THENCE DEPARTING SAID NORTHEASTERLY LINE, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.10 FEET TO A POINT OF TANGENCY; THENCE RUN S24°37'08"E A DISTANCE OF 50.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 49.28 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF S36°09'36"E AND A CHORD DISTANCE OF 19.72 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.85 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S47°45'17"E A DISTANCE OF 7.97 FEET; THENCE RUN S66°49'02"E A DISTANCE OF 6.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 15°23'09", A CHORD BEARING OF S69°03'28"E AND A CHORD DISTANCE OF 7.50 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE DISTANCE OF 7.52 FEET TO THE END OF SAID CURVE AND A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 989, PAGES 207 TO 209 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, ALSO BEING A POINT OF NON-TANGENCY; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY, A DISTANCE OF 35.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 15°14'37", A CHORD BEARING OF N26°24'59"W AND A CHORD DISTANCE OF 7.43 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.45 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N28°35'07"W A DISTANCE OF 7.00 FEET; THENCE RUN N47°42'05"W A DISTANCE OF 7.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 74.50 FEET, A CENTRAL ANGLE OF 23°04'57", A CHORD BEARING OF N36°09'36"W AND A CHORD DISTANCE OF 29.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.01 FEET TO A POINT OF TANGENCY; THENCE RUN N24°37'08"W A DISTANCE OF 50.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 17°10'16", A CHORD BEARING OF N33°12'16"W AND A CHORD DISTANCE OF 14.78 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.83 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N45°49'00"W A DISTANCE OF 8.00 FEET; THENCE RUN N47°42'05"W A DISTANCE OF 170.85 FEET; THENCE RUN N42°18'11"E ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 28.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,831 SQUARE FEET OR 0.180 ACRES, MORE OR LESS.

**SHEET 2 OF 5**

(SEE SHEETS 4-5 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

#### SKETCH OF DESCRIPTION

-OF-

#### ACCESS EASEMENT

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.8826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24  
REV DATE:  
SCALE 1" = N/A

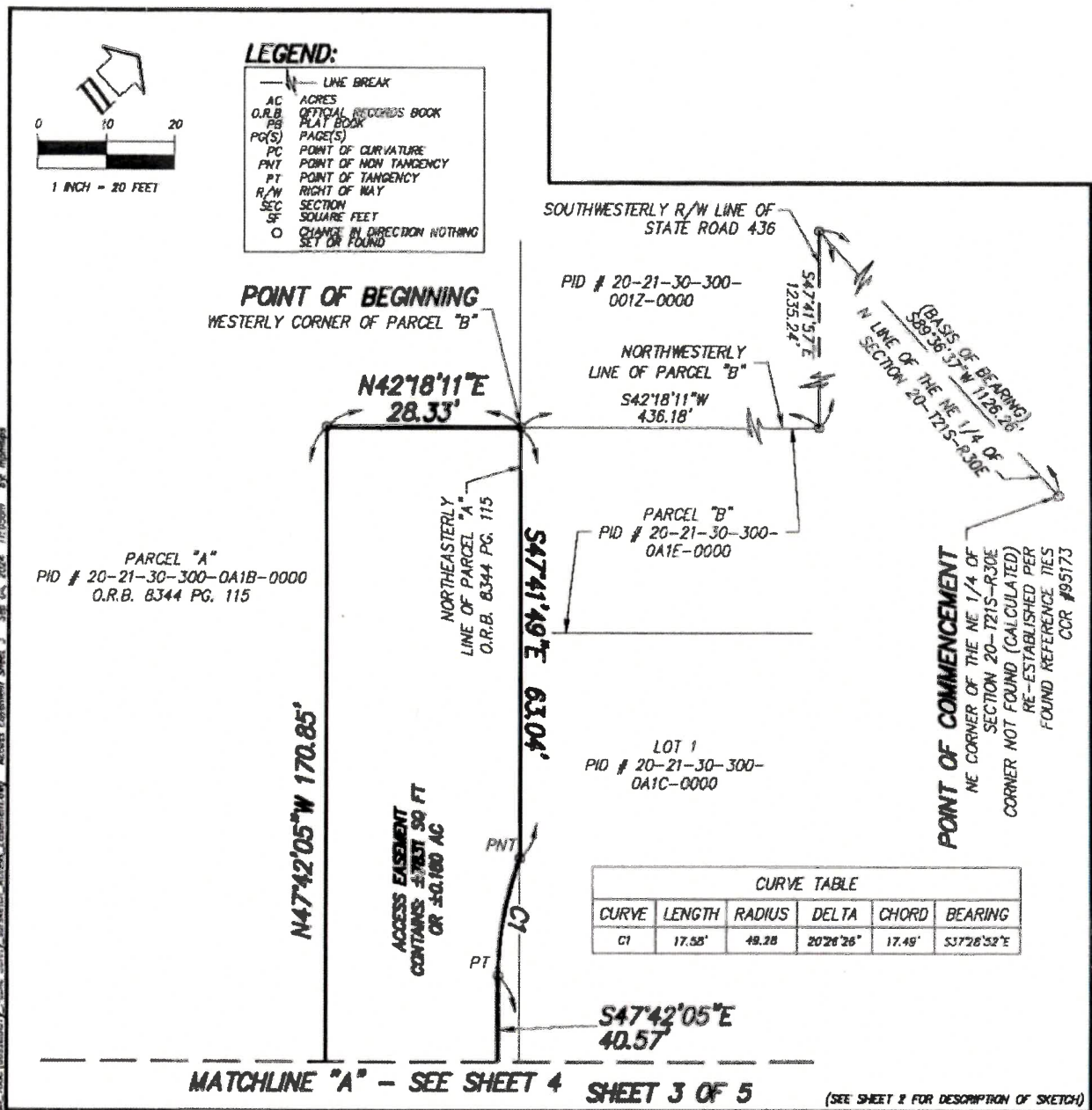
PROJ. 50129033  
DRAWN BY: AS  
CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 23 of 54





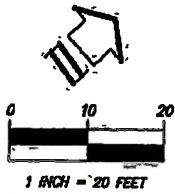
<p><b>SKETCH OF DESCRIPTION</b></p> <p>-OF-</p> <p><b>ACCESS EASEMENT</b></p> <p>SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST</p> <p>SEMINOLE COUNTY FLORIDA</p>	<p><b>Dewberry</b></p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32808 PHONE: 321.354.0826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR:</p> <p><b>CITY OF CASSELBERRY</b></p> <p>DATE: 05/30/24 REV DATE: SCALE 1" = 20'</p> <p>PROJ: 50129033 DRAWN BY: AS CHECKED BY: MRP</p>
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**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 24 of 54





MATCHLINE "A" - SEE SHEET 3

PARCEL A  
PID # 0-21-30-300-0A1B-0000  
O.R.B.8344 PG. 115

PARCEL A  
LOT 2  
PID # 20-21-30-300-0A1H-0000

N47°42'05"W 170.85'

ACCESS EASEMENT  
CONTAINS ±7831 SQ FT  
OR ±0.180 AC

PARCEL A  
PID # 20-21-30-300-0A1C-0000  
O.R.B.8344 PG. 115

S47°42'05"E  
40.57'

SOUTHWESTERLY  
LINE OF LOT 1

S47°53'18"E  
5.56'

S47°41'49"E  
30.00'

S47°42'05"E  
5.06'

LOT 1  
PID # 20-21-30-300-0A1C-0000

N45°49'00"W  
8.00'

N24°37'08"W  
50.79'

S24°37'08"E  
50.79'

MATCHLINE "B" - SEE SHEET 5

SHEET 4 OF 5

**LEGEND:**

—	LINE BREAK
AC	ACRES
O.R.B.	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
PNT	POINT OF NON TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
SEC	SECTION
SF	SQUARE FEET
○	CHANGE IN DIRECTION NOTHING SET OR FOUND

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	7.76'	9.33	47°45'03"	7.55'	S71°45'50"E
C3	6.35'	9.33	38°00'14"	6.23'	S17°54'22"E
C4	30.10'	74.72	23°04'57"	29.90'	S38°09'36"E
C9	14.83'	49.50	17°10'16"	14.78'	N33°12'16"W

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**ACCESS EASEMENT**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY

FLORIDA

**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24  
REV DATE:  
SCALE 1" = 20'

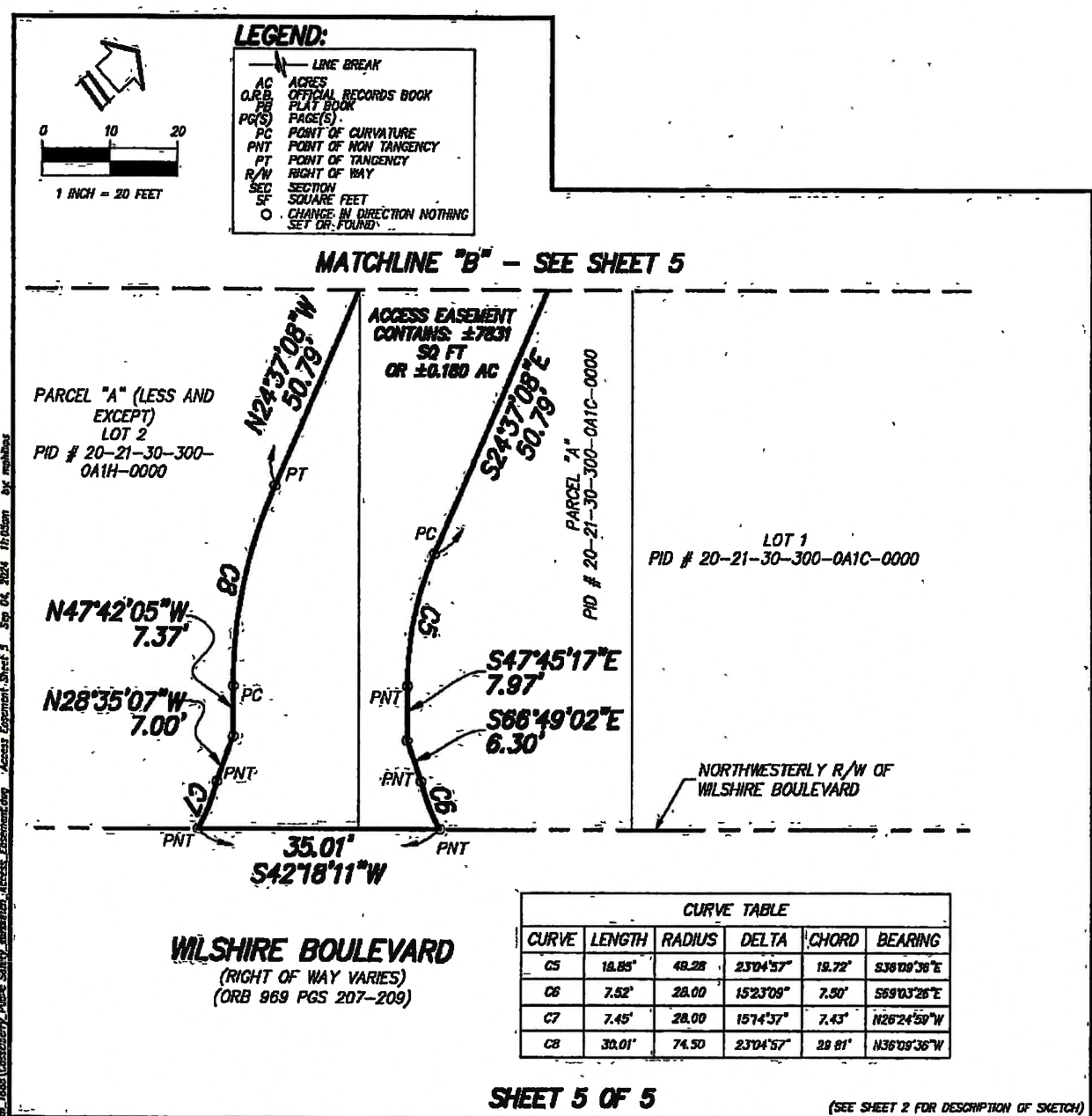
PROJ: 50129033  
DRAWN BY: AS  
CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida

*Grant Maloy*



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 25 of 54



**SHEET 5 OF 5** (SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

<p align="center"><b>SKETCH OF DESCRIPTION</b></p> <p align="center">-OF-</p> <p align="center"><b>ACCESS EASEMENT</b></p> <p align="center">SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST</p> <p align="center">SEMINOLE COUNTY, FLORIDA</p>	<p align="center"> <b>Dewberry</b></p> <p align="center">131 WEST KALEY STREET ORLANDO, FLORIDA 32808 PHONE: 321.354.9828 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p align="center">PREPARED FOR:</p> <p align="center"><b>CITY OF CASSELBERRY</b></p> <p>DATE: 05/30/24      PROJ: 50129033 REV DATE:              DRAWN BY: AS SCALE 1" = 20'      CHECKED BY: MRP</p>
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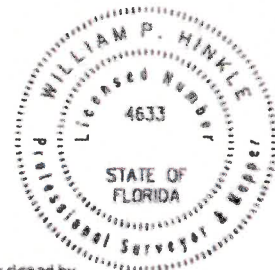
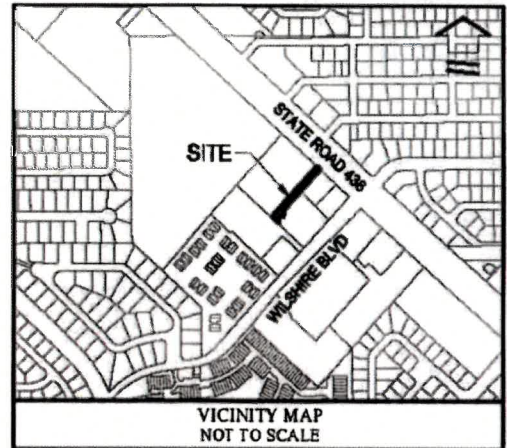
**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida

**EXHIBIT D**  
**[CROSS ACCESS, UTILITY AND DUMPSTER EASEMENT AREA]**



### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 09/04/2024 PER FAC 5J-17.062(2).



William P  
Hinkle

Digitally signed by  
William P Hinkle  
Date: 2024.09.05  
12:27:58 -04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

DATE

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

#### **SKETCH OF DESCRIPTION**

-OF-

#### **ACCESS EASEMENT #1**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24 PROJ: 50129033  
REV DATE: 09/04/24 DRAWN BY: MRP  
SCALE 1" = 100' CHECKED BY: WPH

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 28 of 54



**LEGAL DESCRIPTION:**

**ACCESS EASEMENT 1**

A PORTION OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 353.59 FEET; THENCE S02°21'13"W, A DISTANCE OF 44.82 FEET; THENCE N87°47'47"W, A DISTANCE OF 27.45 FEET; THENCE S02°43'11"W, A DISTANCE OF 39.64 FEET; THENCE N47°41'49"W, A DISTANCE OF 63.04 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,527 SQUARE FEET OR 0.333 ACRES MORE OR LESS.

**SHEET 2 OF 3**

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

—OF—

**ACCESS EASEMENT #1**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY

FLORIDA

**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

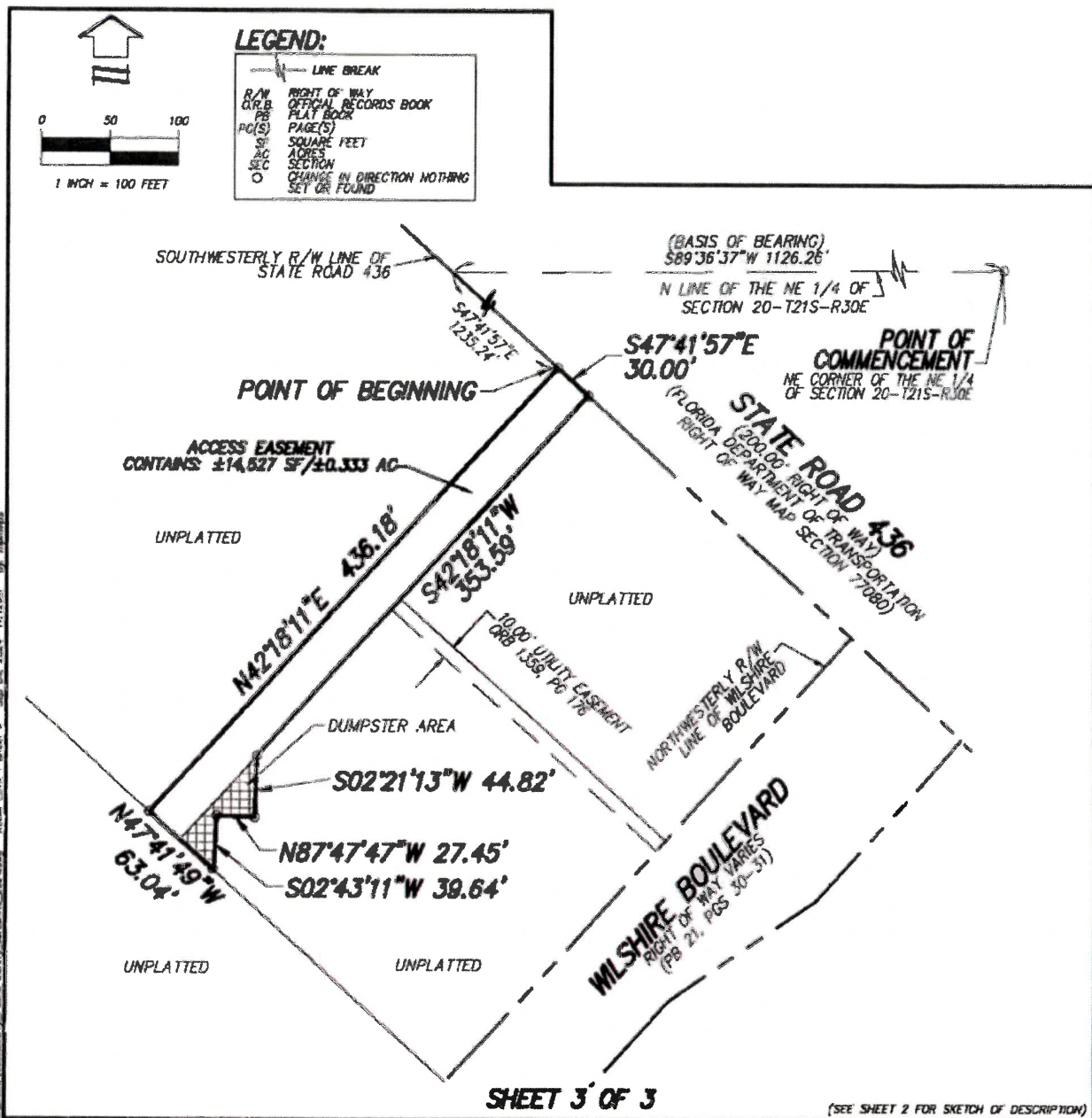
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Seminole County Clerk of the Circuit Court and Comptroller  
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eCertified Id: 14E5-B4AF-214N  
Page 29 of 54





SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**ACCESS EASEMENT #1**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



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PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 05/30/24 PROJ: 50129033  
REV DATE: 09/04/24 DRAWN BY: MRP  
SCALE 1" = 100' CHECKED BY: WPH

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



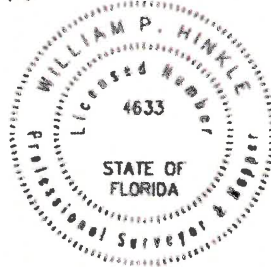
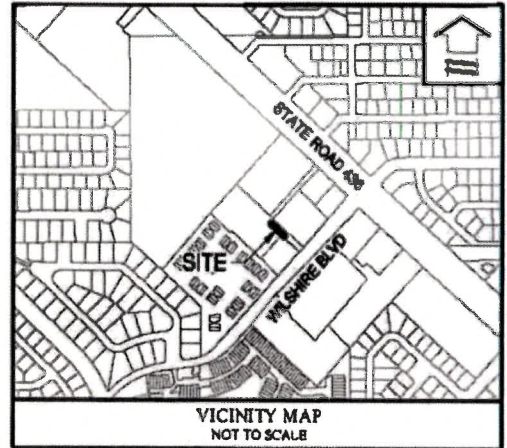
Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 30 of 54

**EXHIBIT E**  
**[CROSS PARKING EASEMENT AREA]**



**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).



William P Hinkle  
Digitally signed by William P Hinkle  
Date: 2024.10.22 13:53:55 -04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
DATE  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

—OF—

**CROSS ACCESS EASEMENT  
(SHARED PARKING)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32808  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/21/2024  
REV DATE:  
SCALE 1" = N/A  
PROJ: 501290.33  
DRAWN BY: AS  
CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 32 of 54

**LEGAL DESCRIPTION:**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.18 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 1, PER OFFICIAL RECORDS BOOK 5706, PAGE 698 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHWESTERLY LINE, CONTINUE ALONG THE EXTENSION OF SAID NORTHWESTERLY LINE, S42°18'11"W, A DISTANCE OF 28.33 FEET; THENCE DEPARTING SAID EXTENSION, S47°42'05"E, A DISTANCE OF 27.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S47°42'05"E, A DISTANCE OF 129.00 FEET; THENCE S42°17'55"W, A DISTANCE OF 19.64 FEET; THENCE N47°42'05"W, A DISTANCE OF 129.00 FEET; THENCE N42°17'55"E, A DISTANCE OF 19.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 2533 SQUARE FEET OR 0.058 ACRES MORE OR LESS.

**SHEET 2 OF 3**

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**CROSS ACCESS EASEMENT  
(SHARED PARKING)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY-

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9828 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/21/2024  
REV DATE:  
SCALE 1" = N/A

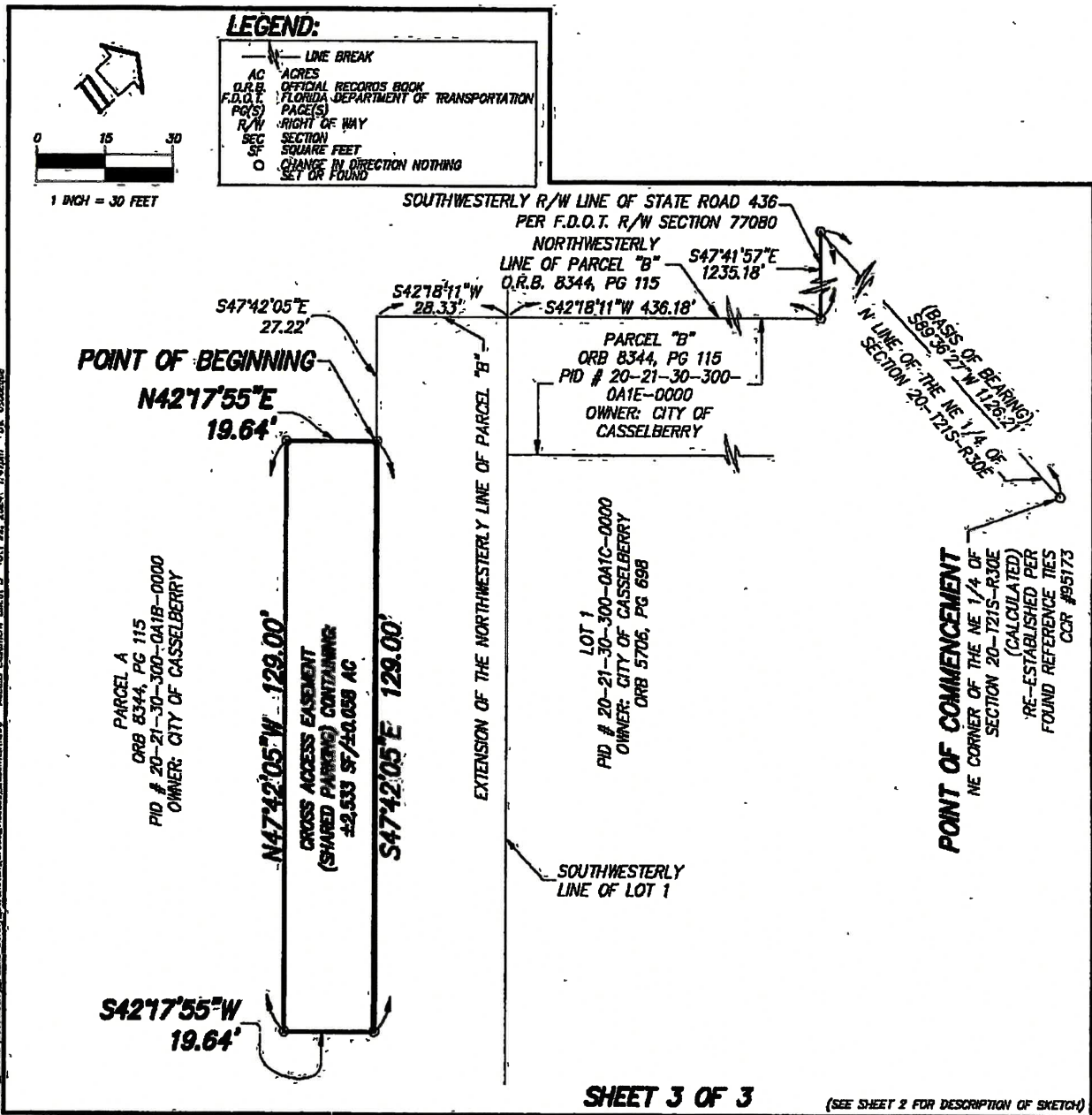
PROJ: 50129033  
DRAWN BY: AS  
CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 33 of 54





<p><b>SKETCH OF DESCRIPTION</b></p> <p>—OF—</p> <p><b>CROSS ACCESS EASEMENT (SHARED PARKING)</b></p> <p>SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST</p> <p>SEMINOLE COUNTY, FLORIDA</p>	<p><b>Dewberry</b></p> <p>131 WEST KALEY STREET        ORLANDO, FLORIDA 32806        PHONE: 321.354.9826 FAX: 407.648.9104        WWW.DEWBERRY.COM        CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR:</p> <p><b>CITY OF CASSELBERRY</b></p> <p>DATE: 10/21/2024        REV DATE:        SCALE 1" = 30'</p> <p>PROJ: 50129033        DRAWN BY: AS        CHECKED BY: MRP</p>
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**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida

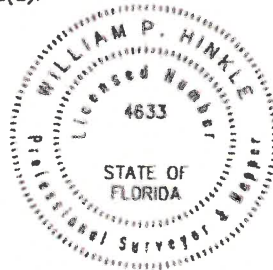
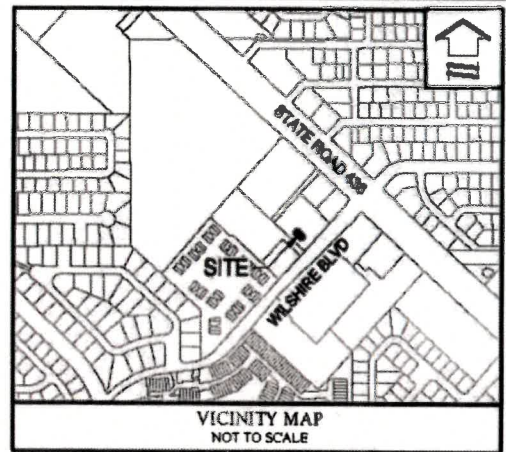


Seminole County Clerk of the Circuit Court and Comptroller  
 eCertified at 01/14/2025 15:01:57 -05:00  
 eCertified Id: 14E5-B4AF-214N  
 Page 34 of 54



**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).



William P  
Hinkle

Digitally signed by William  
P Hinkle  
Date: 2024.10.22 13:53:07  
-04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

DATE

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

- OF -

**CROSS ACCESS EASEMENT  
(SHARED PARKING)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/22/2024 PROJ: 50129033  
REV DATE: DRAWN BY: AS  
SCALE 1" = N/A CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
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Page 35 of 54

**LEGAL DESCRIPTION:**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1279 SQUARE FEET, OR 0.029 ACRES MORE OR LESS.

**SHEET 2 OF 3**

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**CROSS ACCESS EASEMENT  
(SHARED PARKING)**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/22/2024

REV DATE:

SCALE 1" = N/A

PROJ: 50129033

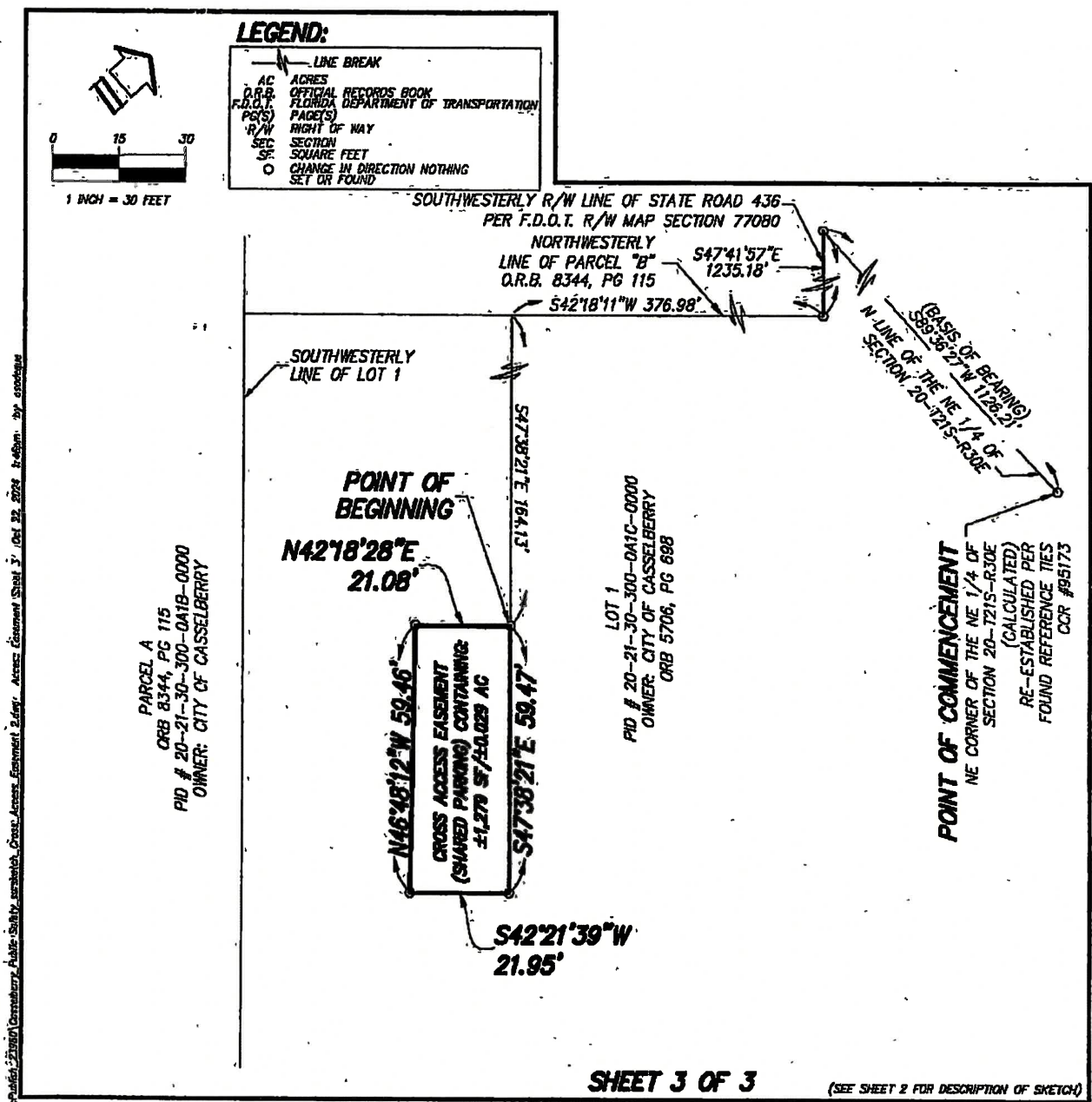
DRAWN BY: AS

CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 36 of 54



<p><b>SKETCH OF DESCRIPTION</b></p> <p>—OF—</p> <p><b>CROSS ACCESS EASEMENT (SHARED PARKING)</b></p> <p>SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST</p> <p>SEMINOLE COUNTY, FLORIDA</p>	<p><b>Dewberry</b></p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32808 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR:</p> <p><b>CITY OF CASSELBERRY</b></p> <p>DATE: 10/22/2024 REV DATE: SCALE 1" = 30'</p> <p>PROJ: 501290.33 DRAWN BY: AS CHECKED BY: MRP</p>
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**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 37 of 54

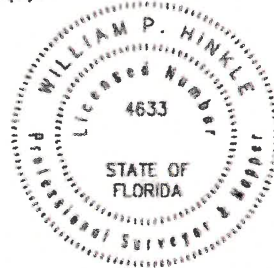
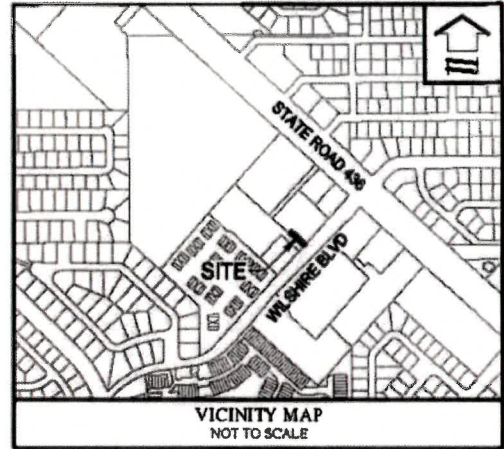
EXHIBIT F  
[UTILITY EASEMENT]





**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST, AS BEING S89°36'37"W.
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6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/22/2024 PER FAC 5J-17.062(2).



**William P  
Hinkle**

Digitally signed by  
William P Hinkle  
Date: 2024.10.22  
13:48:21 -04'00'

WILLIAM P. HINKLE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

DATE

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-  
**UTILITY  
EASEMENT**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/22/2024 PROJ: 50129033  
REV DATE: DRAWN BY: AS  
SCALE 1" = N/A CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 39 of 54

**LEGAL DESCRIPTION:**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'27"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.21 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.18 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL "B" PER OFFICIAL RECORDS BOOK 8344, PAGE 115 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S42°18'11"W ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 436.18 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL "B"; THENCE DEPARTING AFOREMENTIONED NORTHWESTERLY LINE, RUN THE SOUTHWESTERLY LINE OF SAID PARCEL "B" S47°41'49"E, A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL "B" ALSO BEING THE WESTERLY CORNER OF LOT 1, PER OFFICIAL RECORDS BOOK 5706, PAGE 698 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHWESTERLY LINE OF PARCEL "B", CONTINUE S47°41'49"E, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHWESTERLY LINE, N42°18'11"E, A DISTANCE OF 15.00 FEET; THENCE S47°41'49"E, A DISTANCE OF 121.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD, BEING A VARIABLE WIDTH RIGHT OF WAY PER OFFICIAL RECORDS BOOK 969, PAGE 207 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S42°18'11"W, A DISTANCE OF 15.00 FEET TO THE SOUTHWESTERLY LINE OF AFOREMENTIONED LOT 1; THENCE DEPARTING AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY, RUN N47°41'49"W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 121.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1815 SQUARE FEET OR 0.042 ACRES MORE OR LESS.

**SHEET 2 OF 3**

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**UTILITY  
EASEMENT**

SECTION 20, TOWNSHIP 21 SOUTH,  
RANGE 30 EAST

SEMINOLE COUNTY FLORIDA

**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9828 FAX: 407.848.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**CITY OF CASSELBERRY**

DATE: 10/22/2024

REV DATE:

SCALE 1" = N/A

PROJ: 50129033

DRAWN BY: AS

CHECKED BY: MRP

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 40 of 54





ATTACHMENT H  
[FORM SPECIAL WARRANTY DEED]

Prepared by and return to:  
Catherine D. Reischmann, Esquire  
Garganese, Weiss, D'Agresta & Salzman, P.A.  
Post Office Box 2873  
Orlando, Florida 32802-2873

Parcel ID: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipal corporation, ("Grantor") whose mailing address is 95 Triplet Lake Drive, Casselberry, FL 32707, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, ("Grantee") whose address is 1101 East 1st Street, Sanford, FL 32771. (Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

**WITNESSETH:** That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Seminole, State of Florida, and more particularly described as follows (the "Property"):

**SEE EXHIBIT "H-1" ATTACHED HERETO  
AND MADE A PART HEREOF.**

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever:

**SUBJECT TO** reservations, covenants, restrictions, easements, and other matters specifically set forth on EXHIBIT "H-2" attached hereto and made a part hereof ("Permitted Exceptions"), the reference of which shall not operate to reimpose same, and taxes for the current year.

**AND** Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 42 of 54



IN WITNESS WHEREOF, GRANTOR has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF CASSELBERRY, FLORIDA, a Florida  
municipal corporation

\_\_\_\_\_  
(signature)

By **DRAFT NOT FOR EXECUTION**  
David Henson, Mayor

\_\_\_\_\_  
(print name)

ATTEST:

Address: 95 Triplet Lake Drive  
Casselberry, FL 32707

By: \_\_\_\_\_  
Donna G. Gardner, City Clerk

\_\_\_\_\_  
(signature)

(SEAL)

\_\_\_\_\_  
(print name)

Address: 95 Triplet Lake Drive  
Casselberry, FL 32707

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ online  
notarization or ☐ physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David  
Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

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

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 43 of 54

EXHIBIT "H-1"

LEGAL DESCRIPTION:

PARCEL B (FIRE STATION)

A PORTION OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 30 EAST SITUATED IN THE CITY OF CASSELBERRY, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE S89°36'37"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1126.26 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 436 (200.00 FOOT RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 77080; THENCE S47°41'57"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY, A DISTANCE OF 1235.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S47°41'57"E, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN S42°18'11"W, A DISTANCE OF 199.68 FEET; THENCE S47°41'49"E, A DISTANCE OF 260.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF WILSHIRE BOULEVARD (VARIABLE RIGHT OF WAY WIDTH) PER PLAT BOOK 21, PAGES 30-31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S42°18'11"W ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.50 FEET; THENCE DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN N47°41'49"W, A DISTANCE OF 290.00 FEET; THENCE N42°18'11"E, A DISTANCE OF 436.18 FEET TO THE POINT OF BEGINNING.



**EXHIBIT H-2.**  
**[PERMITTED EXCEPTIONS]**

**AS TO PARCEL 20-21-30-300-0A1C-0000:**

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Restrictions, covenants, conditions and easement as set forth in that instrument recorded in Official Records Book 1359, Page 176.
3. Terms, conditions, and provisions of Water and Sewer Service Agreement, recorded in Official Records Book 583, Page 391.
4. Easement(s) in favor of Florida Power Corporation set forth in instrument(s) recorded in Official Records Book 1002, Page 1446.
5. Easement(s) in favor of United Telephone Company of Florida set forth in instrument(s) recorded in Official Records Book 2260, Page 1256.

**AS TO PARCEL 20-21-30-300-0A1E-0000:**

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Water and Sewer Service Agreement by and between Florida Development and Utilities Company and Indian Hills Utilities, Inc., recorded in O.R. Book 583, Page 391, Public Records of Seminole County, Florida.
3. Decree Creating and Incorporating Lake Howell Water and Reclamation District recorded in O.R. Book 589, Page 545, Public Records of Seminole County, Florida.
4. Easement in favor of Florida Power Corporation recorded in O.R. Book 1002, Page 1446, Public Records of Seminole County, Florida.
5. Declaration of Easements recorded in O.R. Book 1180, Page 1322, as affected by Release and Termination of Declaration of Easements recorded in O.R. Book 1542, page 1495, Public Records of Seminole County, Florida.
6. Use Restriction contained in Special Warranty Deed recorded October 7, 2014, in O.R. Book 8344, Page 1155, Public Records of Seminole County, Florida.
7. All matters depicted or described on that certain Boundary Survey prepared by Southeastern Surveying, bearing survey date of August 26, 2014 and Drawing No. 00966001, including, the following:



a) Parcel B - Asphalt drive encroachments onto the adjacent properties to the north and south;

b) Parcel B – Concrete pad and transformer encroaching on the adjacent property to the north;

c) Parcel B – Fence encroachments onto the adjacent property to the north and south;

d) Parcel B – Asphalt drive encroaching over the 10' Utility Easement recorded in O.R. Book 1359, page 176;

**AS TO ALL PROPERTY:**

1. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance recorded in O.R. Book 2861, Page 1095, Public Records of Seminole County, Florida. The amount of the assessment or levy, if any, has not been determined.

2. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance recorded in O.R. Book 7154, Page 213, and O.R. Book 7154, Page 217, Public Records of Seminole County, Florida. The amount of the assessment or levy, if any, has not been determined.

3. Ordinance 14-1412 recorded in O.R. Book 8393, Page 68, Public Records of Seminole County, Florida.

4. Conditional Utility Agreement for Water and Wastewater or Reclaimed Water Services recorded in O.R. Book 10164, Page 775, Public Records of Seminole County, Florida.

5. Easement to Duke Energy Florida, LLC, contained in instrument recorded February 7, 2023, under O.R. Book 10386, Page 1033, Public Records of Seminole County, Florida.





ATTACHMENT "I"  
[FIRE STATION PLANS]

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 01/14/2025 15:01:57 -05:00  
eCertified Id: 14E5-B4AF-214N  
Page 47 of 54

# LOCATION MAP



**SCHENKELSHULTZ**  
ARCHITECTURE  
1000 N. GULF BLVD., SUITE 200  
FORT MYERS, FL 33901  
TEL: 888-888-8888  
WWW.SCHENKELSHULTZ.COM



# SEMINOLE COUNTY FIRE STATION #25

Wilshire Blvd (SR 436)  
Casselberry, FL 32707



**95% CDs Progress Set**  
04/06/2023

GENERAL NOTE  
PERMIT REVIEW IS THROUGHOUT OF  
CASSIDIAN

NO.	DESCRIPTION	DATE
1	CONCEPT - ALUMINUM	04/06/2023
2	CONCEPT - ALUMINUM	04/06/2023
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79	CONCEPT - ALUMINUM	04/06/2023
80	CONCEPT - ALUMINUM	04/06/2023

## SHEET INDEX



SEMINOLE COUNTY FIRE  
STATION #25



COVER

G000





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**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida

*[Signature]*



**UL DESIGN NO. U419**

**SCHNEIDER-SHULTZ**  
INCORPORATED  
10000 W. BOULEVARD  
DADE COUNTY, FL 33157

**UL DESIGN NO. U905**

**SEMINOLE COUNTY FIRE STATION#28**

**SEMINOLE COUNTY**  
FLORIDA

**UL ASSEMBLIES**

**G021**

04/23/2025

**UL DESIGN NO. U419**

**SCHNEIDER-SHULTZ**  
INCORPORATED  
10000 W. BOULEVARD  
DADE COUNTY, FL 33157

**UL DESIGN NO. U905**

**SEMINOLE COUNTY FIRE STATION#28**

**SEMINOLE COUNTY**  
FLORIDA

**UL ASSEMBLIES**

**G021**

04/23/2025

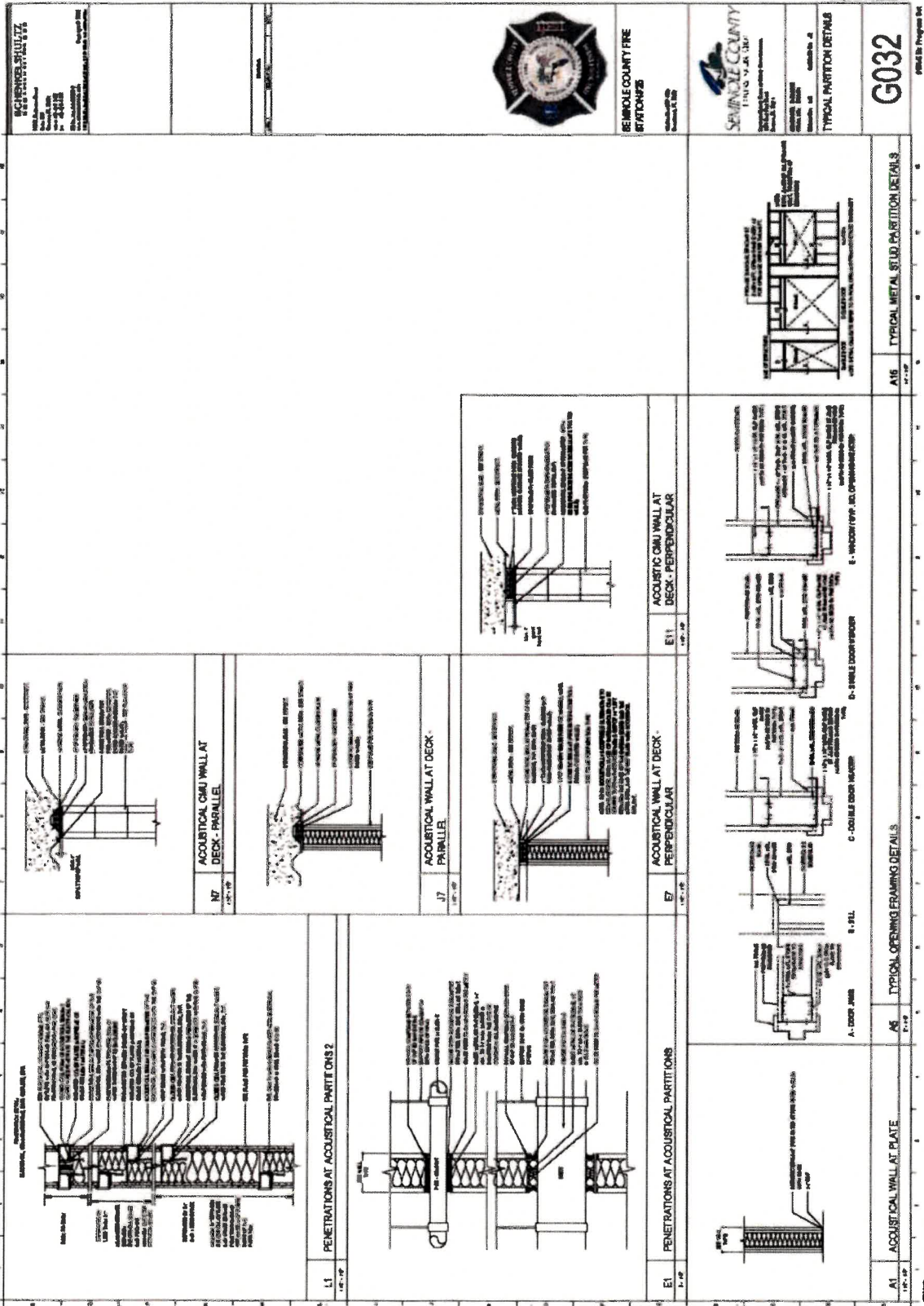
**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida

*[Signature]*

**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
 SEMINOLE COUNTY, FLORIDA








**Certified Copy - Grant Maloy**  
 Clerk of the Circuit Court and Comptroller  
 Seminole County, Florida

*Grant Maloy*

SEMINOLE COUNTY  
 CLERK OF THE CIRCUIT COURT AND COMPTROLLER

**SCHENKELSHULTZ**  
ARCHITECTS  
1100 N. W. 10th Ave.  
Suite 200  
Fort Lauderdale, FL 33304  
Phone: 754.467.1100  
Fax: 754.467.1101  
www.schenkelschultz.com



**SEMINOLE COUNTY FIRE  
STATION 25**

**SAVANILE COUNTY**  
1100 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
Phone: 754.467.1100  
Fax: 754.467.1101  
www.savanilecounty.com

**PROJECT:** SEMINOLE COUNTY FIRE STATION 25  
**DATE:** 01/14/2025  
**BY:** G101

**SEMINOLE COUNTY**  
1100 N. W. 10th Ave.  
Fort Lauderdale, FL 33304  
Phone: 754.467.1100  
Fax: 754.467.1101  
www.savanilecounty.com

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