

VACATION, REALIGNMENT AND RECONSTRUCTION OF RIGHT-OF-WAY AGREEMENT

This Vacation, Realignment and Reconstruction of Right-of-Way Agreement (the "Agreement") is made by and between the **City of Gainesville, a municipal corporation of the State of Florida** (the "City") and **Wal-Mart Stores East, L.P. a Delaware limited partnership** (the "Developer").

WHEREAS, the City and Developer acknowledge and agree that municipalities in Florida have the authority under Article VIII, section 2(b) of the Florida Constitution and Section 166.021(4) of Florida Statutes to impose conditions on vacation of a public street or right-of-way. See City of Temple Terrace v. Tozier, 903 So.2d 970 (2nd DCA 2005);

WHEREAS, the Developer has requested the City vacate, abandon and close a portion of NE 12th Avenue from Waldo Road to the west entrance of the Cedar Grove Subdivision, as more particularly described on **Exhibit "A"** attached hereto (the "Right-of-Way") and visually depicted on **Exhibit "B"** attached hereto, to make possible the development of a Wal-Mart Supercenter (the "Project"). Exhibit "B" is provided for visual reference only and in the event of conflict or inconsistency between the legal description in Exhibit "A" and the survey drawing in Exhibit "B," Exhibit "A" shall take precedence;

WHEREAS, the City finds that the vacation of the Right-of-Way is necessary to make possible the development of the Project, but that the Right-of-Way is required for the public use and benefit;

WHEREAS, the Developer has agreed to realign and construct NE 12th Avenue from Waldo Road (State Road 24) to the west entry point into Cedar Grove II Subdivision (the "Realigned 12th Avenue") and to reconstruct NE 19th Terrace from NE 8th Avenue to the Realigned 12th Avenue (the "Reconstructed 19th Terrace"), both as visually depicted on **Composite Exhibit "C"** attached hereto; and

WHEREAS, the Developer agrees to avoid and minimize, to the greatest extent possible, all access impacts to adjacent properties, during its realignment and reconstruction activities;

WHEREAS, the Developer agrees with the City's findings and agrees that the imposition of the conditions described below on the Right-of-Way vacation is a proper exercise of the City's powers;

NOW THEREFORE, in consideration of \$10.00 and other valuable consideration, the parties agree as follows:

1. Recitals. The recitals above comprise a material part of this Agreement are hereby incorporated by reference.
2. General Conditions. The parties agree to the following general conditions:

- a. The second reading of the ordinance vacating, abandoning and closing the Right-of-Way (the "Ordinance") shall not occur until the City Manager or designee confirms that the City's Community Development Department is ready to issue final development plan approval for the Project.
 - b. Upon adoption of the Ordinance, Developer agrees to proceed with the Project in conformity with the final development plan approval or any amended final development plan approval (the "Development"). The Developer agrees that the nature, character and extent of the Development as presented in connection with the petition for the vacation is a material inducement to enter into this Agreement.
 - c. Unless otherwise approved by the City Public Works Department, Developer shall not close the Right-of-Way to pedestrian traffic, vehicular traffic or other public access; or remove or cause to be removed all or any portion of the Right-of-Way or any infrastructure within the Right-of-Way until all active utilities within the Right-of-Way are relocated, at the expense of the Developer, and until the Realigned 12th Avenue and the Reconstructed 19th Terrace are fully constructed, certified as open for traffic and accepted for maintenance by the City Public Works Department.
 - d. Developer must commence construction of the Development within two (2) years of the date of adoption of the Ordinance and must complete construction and obtain all certificate(s) of occupancy for the Development within five (5) years of the date of adoption of the Ordinance.
3. Specific Conditions. The parties agree to the following specific conditions:
- a. Acquisition and Conveyance of Right-of-Way; Grant of Easement(s):
 - i. In order to accommodate and serve the Development, Developer shall, at its sole cost and expense, acquire fee simple title to the right-of-way of the Realigned 12th Avenue. When the Road Improvements for the Realigned 12th Avenue are fully constructed, certified as open for traffic and accepted for maintenance by the City Public Works Department, the Developer shall convey fee simple title to the right-of-way of the Realigned 12th Avenue to the City, at no cost or expense to the City and free from any encumbrances except utility easements granted pursuant to iii. below.
 - ii. In order to accommodate and serve the Development, Developer shall, at its sole cost and expense, acquire fee simple title to the right-of-way of a portion of the Reconstructed 19th Terrace from the Realigned 12th Avenue to NE 10th Avenue. When the Road Improvements for the Realigned 12th Avenue are fully constructed, certified as open for traffic and accepted for maintenance by the City Public Works Department, the Developer shall convey fee simple title to the right-of-way of the portion of Reconstructed

19th Terrace from the Realigned 12th Avenue to NE 10th Avenue to the City, at no cost or expense to the City and free from any encumbrances except utility easements granted pursuant to iii. below.

- iii. In order to accommodate and serve the Development, Developer shall grant utility easements in the Realigned 12th Avenue and in that portion of Reconstructed 19th Terrace from NE 12th Avenue to NE 10th Avenue to Gainesville Regional Utilities or any other affected public or private utilities by recorded Easement Agreement, in form and content acceptable to the utility and at no cost or expense to the utility.
- iv. The City, at its sole cost and expense, shall acquire fee simple title to the right-of-way of NE 19th Terrace from NE 10th Avenue to NE 8th Avenue.

b. Construction of Road Improvements:

- i. Developer shall, at its sole cost and expense, provide all engineering drawings and construction plans for the Road Improvements to the Realigned NE 12th Avenue and the Reconstructed NE 19th Terrace; which drawings and plans shall be subject to review and approval by the City. Upon approval by the City, the drawings and plans shall be referred to as the "Approved Plans".
- ii. Developer shall, at its sole cost and expense, construct all of the Road Improvements of the Realigned 12th Avenue and the Reconstructed 19th Terrace. "Road Improvements" include, without limitation, road foundation, roadway surfacing, roadway drainage, sidewalks, bike paths, bus bays with bus shelters, signage, markings, roundabouts, traffic signalization, traffic management system and landscaping as shown on the Approved Plans for the Realigned 12th Avenue and Reconstructed NE 19th Terrace.
- iii. The City shall provide to the Developer, at the sole cost and expense of the City, property and topographic surveying for NE 19th Terrace from NE 10th Avenue to NE 8th Avenue as necessary for Developer to construct the Road Improvements.
- iv. The City shall convey to the Developer a temporary construction easement, in form and content acceptable to the City, as necessary to allow the Developer use of the City right-of-way for NE 19th Terrace from NE 10th Avenue of NE 8th Avenue for the limited purpose of constructing the Road Improvements.
- v. The Developer shall, at the sole cost and expense of Developer, be responsible for obtaining all necessary governmental permits (including, but not limited to, St. Johns River Water Management District, State of

Florida and City of Gainesville) for the Road Improvements to be constructed hereunder.

- vi. All Road Improvements shall be subject to inspection and approval by the City.
 - vii. The Developer shall undertake all Road Improvements in accordance with a timing schedule prepared by the Developer and approved by the City, to ensure that access is available to all properties affected by the construction of Road Improvements.
 - viii. The Developer, at its sole cost and expense, shall complete all improvements required by the Florida Department of Transportation on Waldo Road (SR 24).
4. Default: Possibility of Reverter. There shall be a default by the Developer if the Developer fails to comply with any condition(s) described in Section 2, Section 3 or any other provision in this Agreement. If a default occurs, upon giving thirty (30) days written notice of such default to the Developer, if the default has not been cured, the City may repeal the Ordinance, upon which title to the Right-of-Way shall revert to the City for use as public right-of-way. In the event of repeal and reversion of title, the Developer shall be responsible for any and all costs incurred in restoring the Right-of-Way to the condition in which it existed on the date of adoption of the Ordinance. Notwithstanding the foregoing, when the Realigned 12th Avenue and the Reconstructed 19th Terrace are fully constructed, certified as open for traffic and accepted for maintenance by the City Public Works Department, the City's right of repeal and reverter shall automatically terminate and, on Developer's request, the City shall quit-claim the right of reverter to the Developer. If the default occurs after the Realigned 12th Avenue and the Reconstructed 19th Terrace are fully constructed, certified as open for traffic and accepted by the City Public Works Department, the City shall have such legal rights and remedies as are allowed at law or in equity.
5. Term; Expiration. Except as otherwise provided herein, this Agreement shall expire when (a) no uncured default exists under this Agreement and all certificates of occupancy have been issued for the Development, or (b) the Ordinance is repealed and title to the Right-of-Way reverts to the City; whichever first occurs.
6. Termination. Prior to commencement of construction of the Realigned 12th Avenue or the Reconstructed 19th Terrace, whichever first occurs, the Developer or Property Owner may terminate this Agreement upon thirty days prior written notice to the City. Upon expiration of the 30 day notice period, this Agreement shall terminate and all obligations of the parties shall cease and be released and no longer of any force and effect, except as otherwise provided herein. Upon which the City may repeal the Ordinance and title to the Right-of-Way shall revert to the City for use as a public right-of-way. In the event of repeal and reversion of title, the Developer shall be responsible for any and all costs incurred in restoring the Right-of-Way to the condition in which it existed on the date of adoption of the Ordinance.

7. Enforcement of Remedy; Attorney Fees. The City Manager, through the City Attorney, may seek an injunction, declaratory judgment or any other remedy available at law in a court of competent jurisdiction to enforce this Agreement, including without limitation the right to repeal the Ordinance and take title to the Right-of-Way as provided herein. In any litigation or other proceeding, including appeals, arising out of this Agreement, including breach, enforcement or interpretation, the prevailing party in such proceeding, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.
8. No Contract Zoning; No Contracting of Police Powers. Nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or agreement to approve or waive any development order, development permit, rezoning, comprehensive plan amendment or any other governmental requirement for the Development. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the police powers of the City.
9. Release. No recourse shall be had for any damages or claims based upon any representation, obligations, covenant or agreement in this Agreement against any past, present or future officer, member, legal counsel, employee, director or agent, of the City, either directly or through the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, legal counsels, employees, directors or agents is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement. This section shall survive the termination or expiration of this Agreement.
10. Representations and Warranties of Developer. The Developer represents and warrants to the City that the following statements are true:
 - a. The Developer is a validly existing entity under the laws of the State of Delaware, is qualified to do business in Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and has consented to service of process in the State of Florida.
 - b. The General Partner of the Developer is a validly existing entity under the laws of the State of Delaware, has all requisite power and authority to carry on its business as now conducted, to own or hold property and to enter into and perform the obligations of this Agreement and each instrument to which it is or will be a party, and has consented to service of process in the State of Florida.
 - c. Each document to which the Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Developer, and neither the execution and delivery, nor compliance with the terms and provisions: (i) requires the approval of any other party, except as have been obtained or as are noted herein, (ii) contravenes

any law, judgment, governmental rule, regulation or order binding on the Developer, or (iii) results in any default under or creates any lien upon any property of the Developer.

- d. Each document to which the Developer is or will be a party constitutes a legal, valid, and binding obligation of the Developer, enforceable against the Developer, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws which affect creditor's rights generally and subject to usual equitable principles if equitable remedies are invoked.
 - e. There are no pending or threatened actions before any court or administrative City against the Developer, or against any officer of the Developer that question the validity of any document contemplated herein, or that are likely to materially adversely affect this Agreement or the financial condition of the Developer.
 - f. The chief place of business and the chief executive offices of the Developer and the office where records are kept concerning the Development and all contracts, licenses, and similar rights relating thereto are in Bentonville, Arkansas.
 - g. The Developer is financially capable of carrying out all obligations in connection with the Development contemplated by this Agreement.
11. Covenants of Developer. The Developer covenants with the City that the Developer shall use its best efforts to construct and complete the Road Improvements and the Development, to timely fulfill all the conditions herein that are within the control of Developer and are the responsibility of Developer; and the Developer will not violate any laws, ordinances, rules, regulations or orders that are or will be applicable to the Road Improvements or the Development.
12. Waiver. The failure of the City to promptly insist upon strict performance for any provision shall not be deemed a waiver of any right or remedy that they may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.
13. Force Majeure. Delays in any performance due to: fire, flood, earthquake, windstorm, or sinkhole; war, declaration of hostilities, revolt, civil strife, altercation or commotion; strike or labor dispute; epidemic; archaeological excavation; or because of act of God shall be deemed to be events of Force Majeure and such delays shall be excused in the manner herein provided. If such party is delayed for any of the events of Force Majeure, the date required for actions required shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other parties specifying the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated

duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify conditions causing a delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. Sovereign Immunity. The Developer and City agree that nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity, except to the extent provided by and in accordance with section 768.28, Florida Statutes.

15. Assignment; Mortgages.

- a. The Developer may not sell, convey, assign, or otherwise transfer or dispose of any of its rights, title, and interest in the Development, or any duty or obligation of the Developer pertaining to the Development, or any part thereof without prior written consent of the City. Such consent not to be unreasonably withheld. The Developer shall provide the City with written notice of such proposed assignment along with the name, address and such financial information relating to the proposed assignee as the City may reasonably require (the "Assignment Information"). The City shall notify the Developer of its approval or disapproval of the proposed assignment within forty-five (45) days from its receipt of the notice and Assignment Information. The City's failure to notify the Developer within such forty-five (45) day period shall constitute its approval of the assignment. In determining whether or not to consent to the proposed assignment, the City shall consider, among other factors, the reputation, experience and financial condition of the proposed assignee, and whether the assignee is "in good standing" with the City. Upon approval of the assignment, the assignment instrument shall be sent to the City and must include the street address, phone number and facsimile number of the assignee. Such contact information shall be used by the parties under the notices provision herein. In connection with the Developer's assignment of this Agreement, either the Developer shall remain responsible for, or the assignee must assume in writing, the responsibilities, obligations and duties associated with the interests being assigned by the Developer. Upon the assignee's assumption of such responsibilities, obligations and duties, the Developer shall be relieved of same.
- b. Notwithstanding the foregoing, the Developer may do the following without obtaining consent of the City:
 - i. Assign its interest in the Development, or any part thereof, to another entity wholly owned, directly or indirectly, by the Developer.
 - ii. Mortgage its interest in the Development, or any part thereof, to any institutional mortgagee in order to fund the construction of the Development. In addition, any transfer of title by virtue of foreclosure or deed in lieu of foreclosure by any such Mortgagee shall not be deemed a transfer or assignment.

16. Third Party Beneficiaries. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries. Unless expressly granted in a written instrument executed by Developer and approved by the City, third parties acquiring any indicia of ownership in the Property or any portion of the Development shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the benefits under this Agreement.
17. Notices. All notices, demands, requests for approvals, or other communications shall be deemed given and delivered on the date delivered in person or on the date mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To the Developer: Wal-Mart Stores East, LP
2001 SE 10th Street
Bentonville, Arkansas 72716-0550
Store No. 3877-00

To the City: Office of the City Manager
City of Gainesville
P.O. Box 490
Gainesville, FL 32602

With copy to: Office of the City Attorney
City of Gainesville
P.O. Box 490, Station 46
Gainesville, FL 32602

These addresses may be changed from time to time in writing delivered to the other party. Until written notice is received, a party may rely upon the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

18. Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties.
19. Governing Law; Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by each party. It shall not be deemed to have been prepared by the City or Developer, and each of them shall be deemed to have participated equally in the preparation hereof.
20. Venue; Jurisdiction. Each party submits to the jurisdiction of the State of Florida, Alachua County and the courts thereof and to the jurisdiction of the United States District Court for the Northern District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion or a

defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts. If at any time, the Developer is not a resident of the State of Florida or has no agent available for service of process as a resident of the State of Florida, or if any permitted assignee shall be a foreign corporation, partnership, or other entity or shall have no agent available for service in the State of Florida, the Developer consents to service on its designated agent for such purpose and designates the Secretary of State, State of Florida, its agent for service in any court action between it and the City relating to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices.

21. Entire Agreement; Conflicts; Not a Development Agreement. This Agreement, together with the Exhibits attached and the Ordinance, constitutes the full and complete agreement between the parties, and supersedes and controls any prior agreements, representations and statements, whether written or oral. The Ordinance and each Exhibit are an essential part of this Agreement. This Agreement, in whole or part, is not intended to be nor shall be construed or interpreted to be a Development Agreement under the terms of the "Florida Local Government Development Agreement Act" in Section 163.3220 et seq., Florida Statutes, or as defined in the Land Development Code, Chapter 30 of the City of Gainesville Code of Ordinances.
22. Captions. The section headings and captions of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement.
23. Successors and Assigns. The terms City and Developer shall include their successors and assigns and all benefits and obligations shall inure to and bind such successors and assigns.
24. Time. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed in the City of Gainesville, Florida, it shall be postponed to the next business day.
25. Relationship. The Developer is not an agent or contractor of the City and is not subject to nor shall it be required to comply with any laws, ordinances, regulations, orders, or policies applicable to contractors or agents of the City.
26. Amendment. This Agreement may be amended or modified only by written agreement executed by both parties.
27. Recording. The Developer shall, at its expense, record this Agreement, and any amendment to this Agreement, in the Public Records of Alachua County, Florida, within five business days of execution.

IN WITNESS WHEREOF, the last of the parties have signed this Agreement on _____, 2007 (the "Effective Date".)

WITNESSES:

CITY OF GAINESVILLE

Print name: _____

Print name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ of _____ for and on behalf of the _____. He/She personally appeared before me and is: (check one of the below)
_____ personally known to me, or
_____ produced the following type of identification: _____

Executed and sealed by me on _____, 2007.

Notary Public
Print Name: _____
My Commission expires: __/__/__

Approved as to form and legality:

Marion J. Radson, City Attorney

WITNESSES:

**Wal-Mart Stores East, L.P., a Delaware
limited partnership**

Print name: _____

By: WSE Management, LLC, a Delaware
limited liability company
Its: General Partner

Print name: _____

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____,
as _____ of _____ for and on behalf of the
_____. He/She personally appeared before me and is: (check one of the below)
_____ personally known to me, or
_____ produced the following type of identification: _____

Executed and sealed by me on _____, 2007.

Notary Public
Print Name: _____
My Commission expires: __/__/__

SKETCH OF DESCRIPT

NE 12TH AVENUE

Exhibit "A"

GAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE RUN NORTH 89 DEG. 06 MIN. 21 SEC. EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 362.32 FEET; THENCE RUN NORTH 01 DEG. 03 MIN. 14 SEC. WEST, A DISTANCE OF 773.28 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE ABANDONED SEABOARD AIRLINE RAILROAD; THENCE RUN NORTH 29 DEG. 30 MIN. 05 SEC. EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 710.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF NORTHEAST 12TH AVENUE (80 FOOT RIGHT OF WAY) SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29 DEG. 30 MIN. 05 SEC. EAST, A DISTANCE OF 91.92 FEET TO THE NORTH LINE OF SAID NORTHEAST 12TH AVENUE; THENCE RUN NORTH 89 DEG. 59 MIN. 33 SEC. EAST, A DISTANCE OF 1474.60 FEET; THENCE RUN SOUTH 00 DEG. 55 MIN. 04 SEC. EAST, A DISTANCE OF 80.01 FEET TO THE SOUTH LINE OF SAID NORTHEAST 12TH AVENUE; THENCE RUN SOUTH 89 DEG. 59 MIN. 33 SEC. WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1521.15 FEET TO THE POINT OF BEGINNING

CONTAINS 2.75 ACRES, 119,830 SQUARE FEET MORE OR LESS.

ABBREVIATION LEGEND:

P.O.B. - POINT OF BEGINNING	C.M. - CONCRETE MONUMENT	EL. - ELEVATION	CONC. - CONCRETE	W.M. - WATER METER
P.O.C. - POINT OF COMMENCEMENT	P.B. - PLAT BOOK	A/C - AIR CONDITIONER	C.L.F. - CHAIN LINK FENCE	F.H. - FIRE HYDRANT
P.C. - POINT OF CURVATURE	Pg. - PAGE	TYP. - TYPICAL	W.F. - WOOD FENCE	N & D - NAIL AND DISC
P.R.C. - POINT OF REVERSE CURVATURE	N.R. - NON-RADIAL	U.E. - UTILITY EASEMENT	C & G - CURB & GUTTER	B.M. - BENCH MARK
P.C.C. - POINT OF COMPOUND CURVATURE	RAD. - RADIAL	D.E. - DRAINAGE EASEMENT	CATV - CABLE TELEVISION RISER	P.V.M.T. - PAVEMENT
P.T. - POINT OF TANGENCY	R. - RADIUS	F.F. - FINISHED FLOOR	TELE. - TELEPHONE RISER	F.B. - FIELD BOOK
P.I. - POINT OF INTERSECTION	L. - ARC LENGTH	B.S. - BUILDING SETBACK	TRANS. - TRANSFORMER PAD	M.H. - MANHOLE
P.C.P. - PERMANENT CONTROL POINT	Δ - DELTA	C.B.S. - CONCRETE BLOCK STRUCTURE	L.P. - LIGHT POLE	(A) - ACTUAL
P.O.L. - POINT ON LINE	R.P. - RADIUS POINT	(P) - PLAT	P.P. - POWER POLE	(NS) - NO SURVEYOR
P.R.M. - PERMANENT REFERENCE MONUMENT	R/W - RIGHT-OF-WAY	(M) - MEASURED	N.G. - NATURAL GROUND	IDENTIFICATION
C.B. - CHORD BEARING	C - CENTER LINE	(C) - CALCULATED	SQ. FT. - SQUARE FEET	FND - FOUND
C.C.R. - CERTIFIED CORNER RECORD		(E) - ENGINEERING PLAN		REC - RECOVERED

Survey Notes:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 34—T9S—R20E N 89°06'21" E PER DESCRIPTION.
3. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
4. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY AND WAS PREPARED FROM FIELD INFORMATION BY OTHERS AS FURNISHED TO SURVEYOR BY CLIENT.

Surveyor's Certification:

I hereby certify that the attached "Sketch of Description" of the hereon-described site is true and correct to the best of my knowledge, information and belief as prepared under my direction on August 10, 2006. I further certify that this "Sketch of Description" meets the minimum technical standards set forth in Chapter 61g17-6 of the Florida Administrative Code.

Ralph A. Nieto

Ralph A. Nieto, P.S.M. Date:
Professional Surveyor and Mapper
Florida Registration No. 8025

PROJECT NUMBER: W13417
ADD DWG. FILE: W13417_ROW_VACATED_SK&D.DWG

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2



Engineers
Planners
Landscape Architects
Surveyors
Construction Management

www.cphengineers.com

60 West Fulton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION CREATED	J.R.	8/11/06

Certificate of Authorization No. 7143

**SKETCH OF DESCRIPTION
NE 12TH AVENUE**

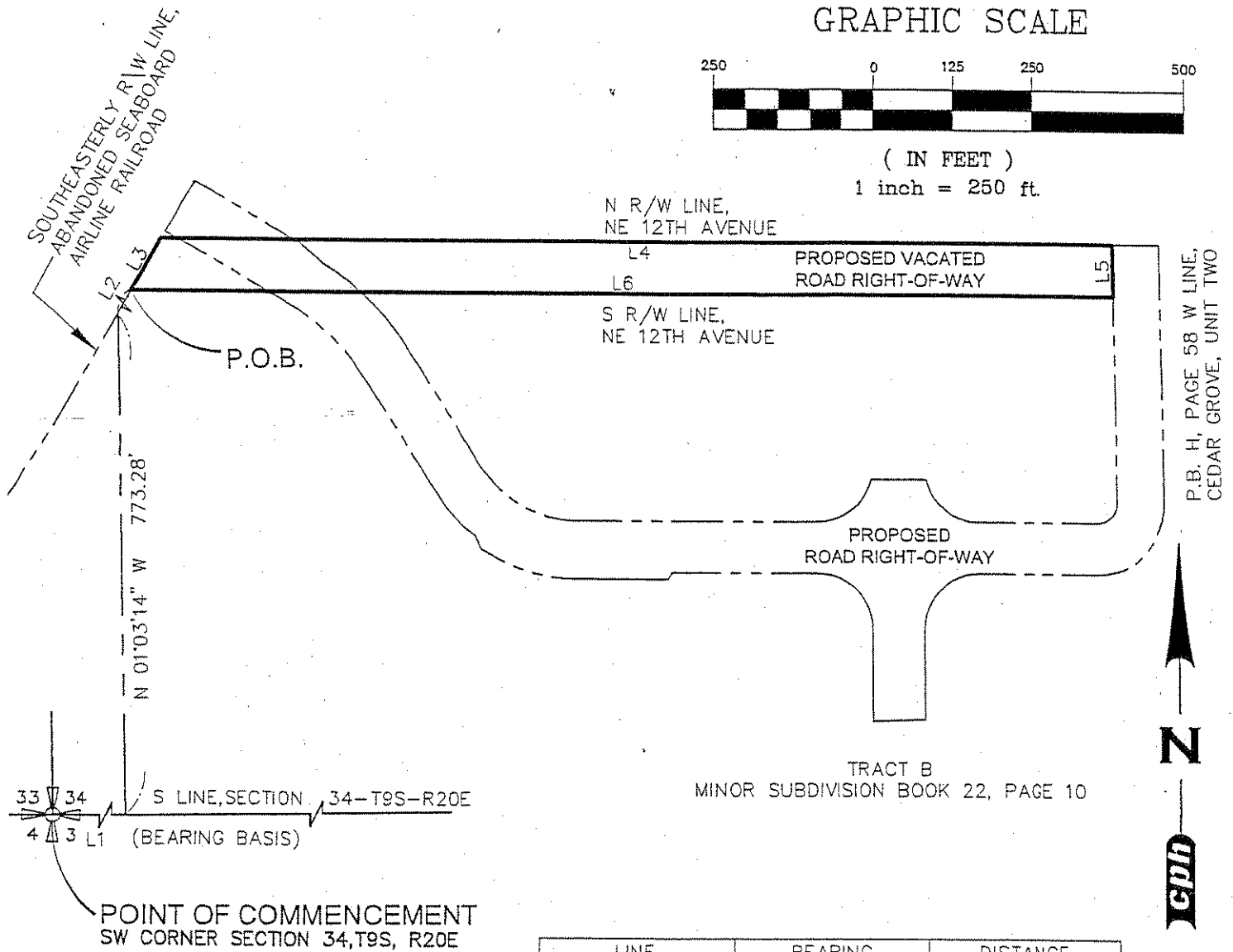
Exhibit "B"

GRAPHIC SCALE



(IN FEET)

1 inch = 250 ft.



LINE	BEARING	DISTANCE
L1	N 89°06'21" E	362.32'
L2	N 29°30'05" E	710.95'
L3	N 29°30'05" E	91.92'
L4	N 89°59'33" E	1474.60'
L5	S 00°55'04" E	80.01'
L6	S 89°59'33" W	1521.15'

PROJECT NUMBER: W13417
CADD DWG. FILE: W13417_ROW_VACATED_SK&D.DWG

SHEET 2 OF 2
NOT VALID WITHOUT SHEET 1



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1 West Fulton Street, Sanford, FL 32771 P.O. Box 2808, Sanford, FL 32772-2808

Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION CREATED	J.R.	8/11/06

Certificate of Authorization No. 7143

Composite Exhibit "C"

