


APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 21 2011 CAS/cms

This document prepared by and returned to:
Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

Tax Parcel Identification Numbers:

10-24-28-0000-00-053
14-24-28-1242-60-000
14-24-28-1242-66-000
14-24-28-1242-66-001
15-24-28-0000-00-016
15-24-28-5844-00-050
15-24-28-5844-00-071

DOCH# 20110335071 B: 10232 P: 3595
06/27/2011 02:54:16 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY GROWTH MANA


**PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD
SECOND SUPPLEMENTAL AGREEMENT**

This **PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD SECOND SUPPLEMENTAL AGREEMENT** (this “Second Supplemental Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and among **DARYL M. CARTER**, not individually but as Trustee under a Florida land trust known and designated as “**CARTER-ORANGE 105 SAND LAKE LAND TRUST**” (the “Trust”), created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, as the same may have been, and may hereafter be, amended from time to time, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806, Attention Daryl M. Carter, Trustee, **KERINA VILLAGE, LLC**, successor by conversion to Kerina Village, Inc., a Florida limited liability company, whose address is c/o Kathy Keller, 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819 (“Kerina”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is c/o County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the “County”).

RECITALS

WHEREAS, BVC Partners I, LLC, a Florida limited liability company, Kerina, Inc., a Delaware corporation, Sand Lake Investments, Ltd., a Florida limited partnership (“SLI”), and the County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement, a copy of which is recorded at Official Records Book 8387, Page 3416 of the Public Records of Orange County, Florida (the “Connector Road Agreement”), wherein the parties set forth the terms and conditions of providing the County right-of-way and the planning and construction of a connector road that will connect Palm Parkway to Apopka-Vineland Road; and

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WHEREAS, Kerina, Inc., SLI, and the County are parties to that certain Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement, a copy of which is recorded at Official Records Book 8387, Page 3525, of the Public Records of Orange County, Florida; and

WHEREAS, on April 10, 2008, SLI conveyed its right, title, and interest in the SLI Property to Carter, pursuant to that certain General Warranty Deed, a copy of which is recorded at Official Records Book 9657, Page 2821, in the Public Records of Orange County, Florida,

WHEREAS, on March 12, 2009, Kerina, Inc. conveyed a portion of its right, title, and interest in the Kerina Property to Kerina Wildwood, Inc., a Florida corporation; Kerina Village, Inc., a Florida corporation; Kerina Loop, Inc., a Florida corporation; Kerina Palms, Inc., a Florida corporation; Kerina Parkside, Inc., a Florida corporation; Kerina Schoolside, Inc, a Florida corporation; Kerina Woods, Inc., a Florida corporation; Kerina Parkside Master, Inc., a Florida corporation; and Kerina Fish Lake, Inc., a Florida corporation, pursuant to those certain Special Warranty Deeds, copies of which are recorded at Official Records Book 9846, Page 0315, Page 0270, Page 0204, Page 0234, Page 0250, Page 0166, Page 0130, Page 0325, and Page 0321 in the Public Records of Orange County, Florida, all of which are related, either directly or indirectly, to Kerina, Inc.; and

WHEREAS, Kerina Village, LLC is the successor by conversion to Kerina Village, Inc. and is the only Kerina entity that is affected by this Second Supplemental Agreement; and

WHEREAS, it has taken longer than originally anticipated for Carter and Kerina to file and process those certain applications for vacations of rights-of-way as more particularly described in Section 18.1 of the Connector Road Agreement, and the parties to this Second Supplemental Agreement now mutually desire to amend the terms regarding the timing of the vacation, as well as the terms granting certain easements benefiting Orange County for underground utilities within the right-of-way that will be vacated; and

WHEREAS, Hannah L. Smith executed a joinder and consent to the Connector Road Agreement, and has also executed a joinder and consent to this Second Supplemental Agreement, for the sole and limited purpose of agreeing to convey to Carter all of her right, title, and interest, if any, in and to the Fenton Street Missing Link, which is more particularly described in Subsection 18.1 of the Connector Road Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Second Supplemental Agreement agree as follows:

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Section 1. Recitals. The foregoing Recitals are true and correct and are included as part of the terms and provisions of this Second Supplemental Agreement. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Connector Road Agreement.

Section 2. Vacation, Release, or Exchange of Right-of-Way. The County hereby agrees to waive the following requirements set forth in Section 9.1 of the Connector Road Agreement:

9.1 In the event the County elects to vacate the East-West Segment of Fenton Street, the vacation ordinance shall have an effective date of June 23, 2007 and shall reserve for the County's benefit an underground utility easement twenty (20) feet in width, extending east from the centerline of the Granby Street right-of-way to connect with the reserved utility easement in the Fenton Street Missing Link. In the event the County elects to vacate the Fenton Street North-South Segment, such vacation shall take effect immediately upon the County's approval of the vacation ordinance. In the event the County elects to vacate Granby Street, the vacation shall take effect immediately upon the County's approval of the vacation ordinance, and the vacation ordinance shall reserve for the County's benefit an underground utility easement twenty (20) feet in width and with ten (10) feet of such easement to be located on each side of the existing centerline of the Granby Street right-of-way.

In exchange for waiving the above referenced requirements, the parties to this Supplemental Agreement hereby agree to the following processes:

In the event the County elects to vacate the above referenced rights-of-way, such vacations shall be approved simultaneously. Prior to the hearing on the vacation, Carter and Kerina shall each deliver to the County executed documents granting a non-exclusive utility easement from their respective properties as described and depicted on Exhibit 14 attached hereto and incorporated herein. The aforementioned easements shall be recorded and take effect immediately following the vacation of the rights-of-way. The locations of the easements are depicted on Exhibit 14 and have been approved by Carter, Kerina, and the County.

Section 3. Exchange of Smith-Bennett Road and Conveyance of Fenton Street Missing Link. The County hereby agrees to waive the following requirements set forth in Section 18.1 of the Connector Road Agreement:

Kerina, SLI and Hannah L. Smith, who has joined in this Agreement expressly for the purpose of acknowledging the conveyance commitment set forth in this Subsection 18.1, shall convey to the County their respective ownership interests in the fee title to a thirty (30) foot wide strip of land more particularly depicted and described on Exhibit 10 attached

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hereto and incorporated herein (the "Fenton Street Missing Link"). The deeds conveying the Fenton Street Missing Link shall contain a right of reverter that shall take effect on June 23, 2007 for all of the County's interest in the Fenton Street Missing Link except that the County shall reserve for the County's benefit an underground utility easement twenty (20) feet in width extending in an east-west direction for the entire length of the Fenton Street missing Link at a location acceptable to the Orange County Utilities Department Director, SLI and Hannah L. Smith.

In exchange for waiving the above referenced requirements, the parties to this Second Supplemental Agreement hereby agree to the following processes:

Hannah L. Smith, who has joined in this Second Supplemental Agreement expressly for the purpose of acknowledging her conveyance commitment set forth in this Section 3, shall convey to Carter all of her right, title, and interest, if any, in and to a thirty (30) foot wide strip of land depicted and described on the Amended Exhibit 10 attached hereto and incorporated herein (the "Fenton Street Missing Link") by Quit-Claim Deed within ten (10) days of the Effective Date of this Second Supplemental Agreement, which conveyance by Hannah L. Smith shall be without covenant, warranty, representation, or recourse. Carter shall be responsible for the costs associated with recording the deed, as well as attorneys' fees associated with the conveyance. In consideration of the County's vacation of Fenton Street East-West Segment, Granby Street, the Fenton Street North-South Segment, and the Smith-Bennett Connector, Carter and Kerina shall each grant the County a utility easement, as more particularly set forth in Section 2 of this Second Supplemental Agreement, in substantially the same form that is attached to the Connector Road Agreement.

Section 4. Recordation. This Second Supplemental Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date. Carter and Kerina hereby agree to each pay one-half of the recording costs.

Section 5. No Other Modifications. Except as expressly modified hereby, all of the terms, covenants, provisions and conditions of the Connector Road Agreement and the Supplemental Agreement shall remain in full force and effect in accordance with their terms and are hereby ratified and confirmed and cannot be modified unless said modifications are produced in writing and signed by all the parties.

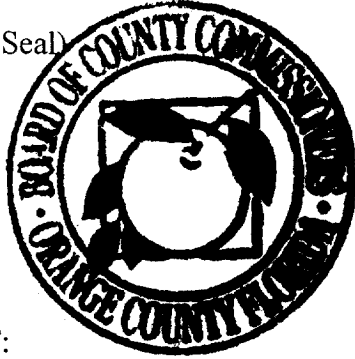
[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties have executed and delivered this Second Supplemental Agreement on the dates specified below.

“COUNTY”

(Official Seal)



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 6.21.11

ATTEST:

Martha O. Haynie
Orange County Comptroller
Clerk to the Board

By: *Kathleen C. Johnson*
Deputy Clerk

Kathleen C. Johnson
Printed Name

GMT-12-01

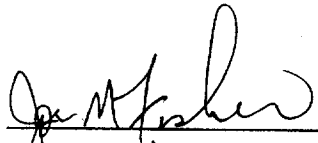
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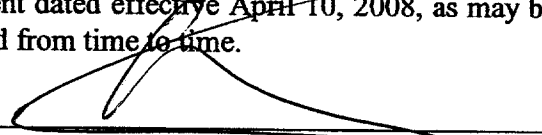
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Witnesses:

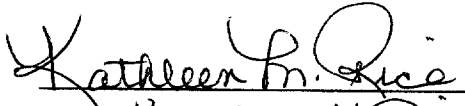
“TRUST”

CARTER-ORANGE 105 SAND LAKE LAND TRUST, created by that certain unrecorded trust agreement dated effective April 10, 2008, as may be amended from time to time.


Name: Joan M. Fisher

By: 
Daryl M. Carter, not individually but as Trustee of the Carter-Orange 105 Sand Lake Land Trust

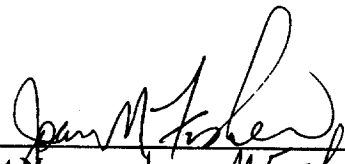
Date: 03/24/2011


Name: Kathleen M. Rice

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of March, 2011, by Daryl M. Carter, in his capacity as Trustee, not individually, of the Carter-Orange 105 Sand Lake Land Trust. He is personally known to me or has produced _____ as identification.

By: 
Print Name: Joan M. Fisher
Notary Public - State of Florida
Commission No. _____
My Commission Expires: _____



JOAN M. FISHER
MY COMMISSION # DD 892842
EXPIRES: July 16, 2013
Bonded Thru Budget Notary Services

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

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“KERINA”

Witnesses:

KERINA VILLAGE, LLC,
a Florida limited liability company

Carol A. Duckworth
Name: CAROL A. DUCKWORTH

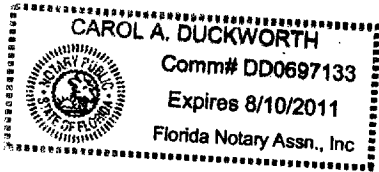
By: *William A. Tallent*
William A. Tallent
Managing Member

Micanda F. Fitzgerald
Name: Micanda F. Fitzgerald

Date: 4/28/11

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of April, 2011, by William A. Tallent, Managing Member of Kerina Village, LLC, a Florida limited liability company. He is personally known to me or has produced as identification.



By: *Carol A. Duckworth*
Print Name: CAROL A. DUCKWORTH
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

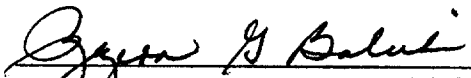
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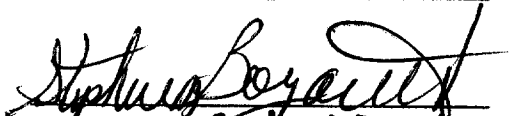
LIMITED JOINDER OF HANNAH L. SMITH

HANNAH L. SMITH hereby joins in the execution of this Second Supplemental Agreement for the sole and limited purpose of agreeing to convey to Carter all of her right, title and interest, if any, in and to that portion of the Fenton Street Missing Link as provided for in Section 3 of this Second Supplemental Agreement.

Witnesses:


Name: Regina G. Babia


Hannah L. Smith, individually

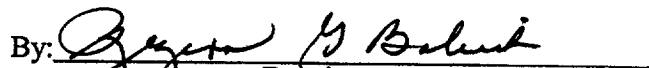

Name: Stephen J. Bozarth

Date: March 30, 2011

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of March, 2011, by Hannah L. Smith, individually. She is known to me or has produced as identification.

REGINA G. BABIAK
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE063785
EXPIRES 3/14/2015
BONDED THRU 1-888-NOTARY1

By: 
Print Name: Regina G. Babiak
Notary Public - State of Florida
Commission No. EE063785
My Commission Expires: 3/14/2015

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Amended Exhibit 10

Legal Description and Sketch of Fenton Street Missing Link

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DESCRIPTION		Date:	CERT. NO.
FOR ORANGE COUNTY DEPARTMENT OF CAPITAL PROJECTS		12/10/2003 KR	LB2108 46171010
		Job No.: 46171	Scale: 1"=200'
CH. 61C17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. Revised : October 12, 2003 KR Revised : May 11, 2004 DC Revised : March 14, 2004			
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SCHEDULE "A"

Description :

A portion of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows :

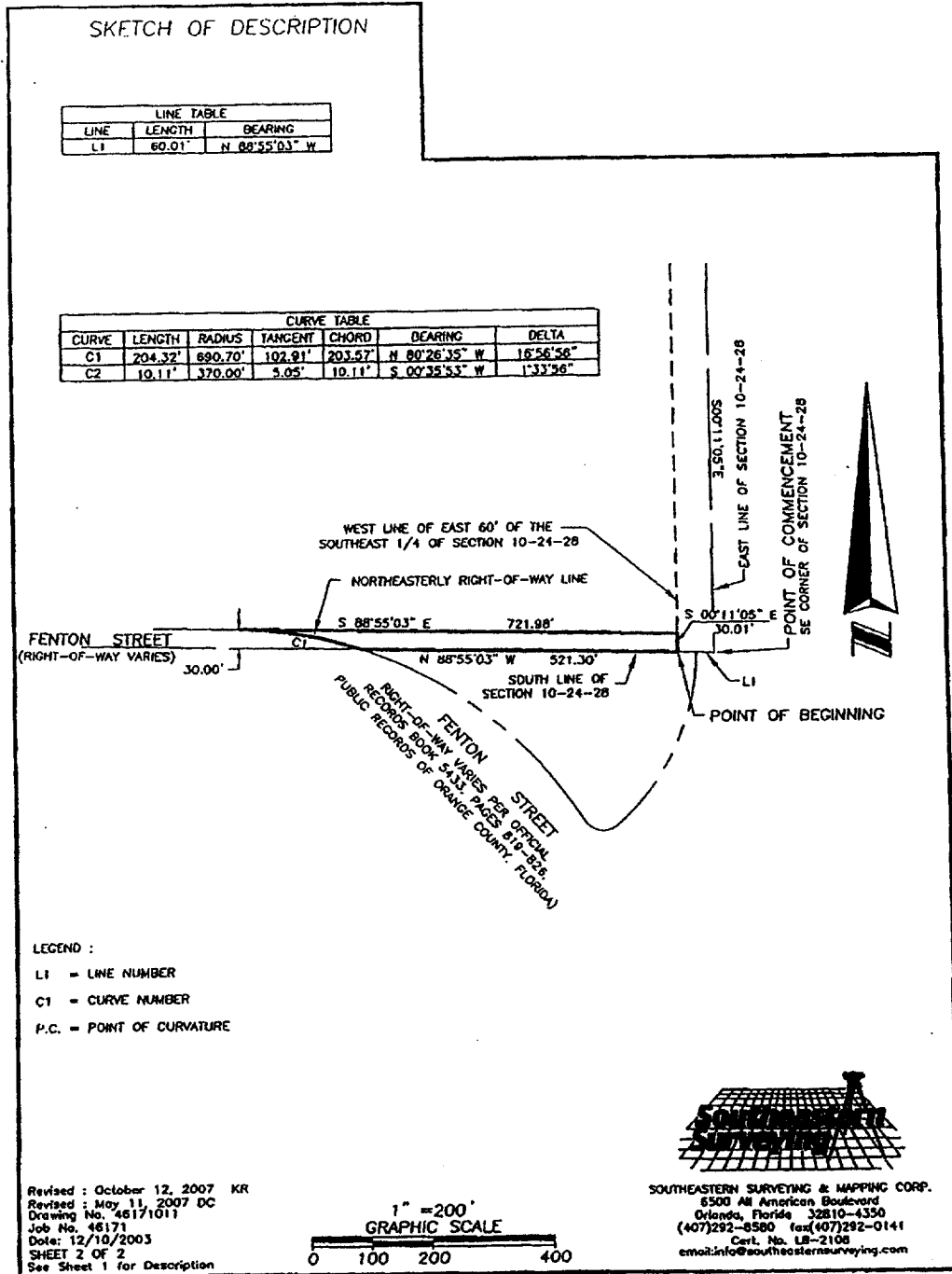
Commence at the Southeast corner of said Section 10; thence N 88°55'03" W along the South line of said Section 10 a distance of 60.01 feet to the Point of Beginning; thence continue N 88°55'03" W along said South line a distance of 521.30 feet to a point on the Northeastly right-of-way line of Fenton Street as described in Official Records Book 5433, Pages 819-826, Public Records of Orange County, Florida, said point being on a non-tangent curve, concave Southwesterly, having a central angle of 16°56'56" and a radius of 690.70 feet; thence Northwesterly along the arc of said curve and along said Northeastly right-of-way line a distance of 204.32 feet to a point that is 30.00 feet North of, measured at a right angle to, said South line (chord bearing and distance between said points being N 80°26'35" W 203.57 feet); thence S 88°55'03" E along a line that is 30.00 feet North of and parallel with said South line a distance of 721.98 feet to a point on the West line of the East 60.00 feet of the Southeast 1/4 of said Section 10; thence S 00°11'05" E along said West line a distance of 30.01 feet to the Point of Beginning.

Containing 17,625 square feet more or less.

SURVEYORS NOTES:

1. Bearings as shown hereon are based on the South line of Section 10, Township 24 South, Range 28 East, Orange County, Florida, being N 88°55'03" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61C17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

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Exhibit 14

Location of 20 Foot Utility Easement to County

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SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Sections 10 and 15, Township 24 South, Range 28 East, Orange County, Florida, and the East 10.00 feet of Lots 5 and 28, MUNGER AND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book E, Page 22, of the Public Records of Orange County, Florida, described as follows:

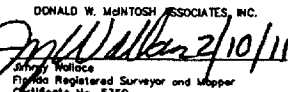
BEGIN at the Southeast corner of said Section 10; thence S00°00'38"W along the East line of Northeast 1/4 of said Section 15 for a distance of 10.00 feet; thence N88°51'13"W along a line 10.00 feet South of and parallel with the South line of the Southeast 1/4 of said Section 10 for a distance of 1307.67 feet; thence S00°10'26"W along a line 10.00 feet East of and parallel with the East line of said Lots 5 and 28 and the Northerly prolongation thereof, 1324.94 feet; thence N89°16'17"W along the South line of said Lot 28 and the Easterly prolongation thereof, 20.00 feet; thence N00°10'26"E along a line 10.00 feet West of and parallel with the East line of said Lots 5 and 28 and the Northerly prolongation thereof, 1345.08 feet; thence S88°51'13"E along a line 10.00 feet North of and parallel with the South line of the Southeast 1/4 of said Section 10 for a distance of 1267.56 feet; thence S00°11'06"E, 10.00 feet to the South line of said Southeast 1/4 of Section 10; thence S88°51'13"E along said South line 60.02 feet to the POINT OF BEGINNING.

Containing 1.204 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DATE	BY	REVISIONS
2/10/11	JW	REVISED LEGAL DESCRIPTION
7/15/10	JW	REVISED LEGAL DESCRIPTION

PREPARED FOR: **KERINA, INC.**
 PARKSIDE PD (FENTON AND GRANBY STREET 20 FOOT EASEMENT)

 **DONALD W. McINTOSH ASSOCIATES, INC.**
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB66

I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
 DONALD W. McINTOSH ASSOCIATES, INC.

 Jimmy Wallace
 Florida Registered Surveyor and Mapper
 Certificate No. 5359
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>BMM/JW</u>	CHECKED BY: <u>JIMMY</u>	JOB NO. <u>24170.0105</u>	SCALE <u>1"=200'</u>	SHEET <u>1</u>
DATE: <u>6/28/10</u>	DATE: <u>6/28/10</u>			OF <u>2</u>

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