

15.00  
pd

APR 16 1984

RETURN TO: Clerk to BOC, Room 242

THIS AGREEMENT, made as of this 1st  
day of February, 1984, by and between ORANGE  
COUNTY, a political subdivision of the State of Florida,  
hereinafter sometimes referred to as "COUNTY", and  
AmeriFirst Development Corporation,  
hereinafter sometimes referred to as "the owner" or "the  
developer", or both.

WITNESSETH THAT

WHEREAS, AmeriFirst Development Corporation

2301 Maitland Center Parkway, Suite 445, Maitland, Florida

warrant that they hold legal title to certain  
land situate in Orange County, Florida, as described in  
Exhibit "A" hereto, such land to be hereafter sometimes  
referred to as "the subject property"; and

WHEREAS, the subject property is substantially  
undeveloped at the present time and will require subdividing,  
planning and the installation of certain capital improvements  
as it is developed; and

WHEREAS, the COUNTY is authorized by Chapter  
65-2015, Laws of Florida, the Orange County Land Develop-  
ment and Use Law, and Subdivision Regulations adopted  
pursuant thereto, to regulate such development; and

WHEREAS, the Owner as part of its compliance  
with the Orange County Land Development and Use Law and  
Subdivision Regulations desires to enter into this Agree-  
ment; and

WHEREAS, it is the purpose of this Agreement to  
set forth clearly the understanding and agreement of the  
parties with respect to all the foregoing matters;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The owner agrees that both it and its suc-  
cessors and assigns will abide by the provisions of this  
Agreement and of Chapter 65-2015, Laws of Florida, and the  
Orange County Development and Use Law, and the Subdivision  
Regulations adopted pursuant thereto and will install or  
have installed the improvements required by the COUNTY in

v

accordance with the provisions of the Agreement and of said law and regulations. The owner further understands and agrees that, in the development of the subject property, failure to abide by the terms of this Agreement, the provisions of the "Orange County Land Development and Use Law and Subdivision Regulations" or any other applicable regulations, ordinances or laws of the COUNTY from time to time existing, shall constitute grounds for refusal by the COUNTY, or the appropriate authority thereof, to allow such development, to issue building permits, to institute utility services, or to permit occupancy of completed improvements.

2. Execution of this Agreement shall give the Developer and Owner the right to plat the subject property prior to any improvement or development in accordance with the Orange County Subdivision Regulations and any additional condition or stipulations imposed on the development of the subject property by the COUNTY at the time of the preliminary subdivision plan approval.

3. The Owner shall install and complete accordingly to COUNTY specifications all of the improvements which are required by this Agreement and the Subdivision Regulations of the COUNTY within twelve (12) months after the date of the approval of the Plan of Subdivision by the Board of County Commissioners of Orange County. Should the undersigned neglect to install and complete the required improvements in said Subdivision within the above mentioned time limit, the COUNTY, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, install or have installed or completed in the subdivision tract said required improvements. Further, the COUNTY is hereby authorized to assess the cost of installing or completing the improvements which the Developer is required to install and complete hereunder, against the benefited property in the subdivision tract and such improvement assessment shall

1 constitute a lien thereon until paid, which lien shall be  
2 superior and paramount to the interest on such property  
3 of any owner, lessee, tenant, mortgagee or other person  
4 except the lien of County taxes and shall be on a parity  
5 with the lien of any such County taxes.

6 4. It is understood and agreed that, upon the  
7 construction on or in dedicated rights-of-way or easements  
8 unless otherwise provided herein, by the Owner or Developer  
9 of any capital improvements as required by this Agreement  
10 or by the provision of the Orange County Subdivision Reg-  
11 ulations or any other applicable regulations, ordinances  
12 or laws of the COUNTY from time to time existing, and the  
13 acceptance thereof by the COUNTY, the COUNTY will there-  
14 after assume the cost of maintenance of the same; provided  
15 that all such improvements shall be covered by a bond suit-  
16 able to the COUNTY conditioned to pay for any defects in  
17 such improvements which shall become apparent within one  
18 (1) year after acceptance by the COUNTY in accordance with  
19 Section 7.1.6 of the Subdivision Regulations.

20 5. Anything herein contained to the contrary  
21 notwithstanding the COUNTY shall not be obligated hereby to  
22 furnish any rights-of-way, funds, or materials whatever  
23 to the initial construction of new streets or roads or  
24 the widening of existing streets or roads upon the subject  
25 property, or for any other improvements of any nature what-  
26 soever.

27 6. The Owner, upon the execution of the Agreement,  
28 shall pay to the COUNTY the costs of recording this Agree-  
29 ment in Orange County, Florida.

30 7. This Agreement shall be binding, and shall  
31 inure to the benefit of the successors or assigns of the  
32 parties, and shall run with the subject property and be  
33 binding upon any person, firm, or corporation who may be-  
34 come the successor in interest, directly or indirectly to  
35 the subject property.

36 IN WITNESS THEREOF, the parties hereto have caused

these presents to be signed all as of the date and year  
first above written.

ATTEST:

ORANGE COUNTY, a political sub-  
division of the State of Florida

Mary J. Harrison BY: La. Amly

WITNESSES:

Leah Under BY: Salvatore J. Orlando  
Notary Public

Carole Arthur Salvatore J. Orlando  
Vice President

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36

PERSONALLY appeared before me, the undersigned  
authority, Low Treadway and Mary Jo  
Carrison, well known to me and known by me to be the Chair-  
man and <sup>deputy</sup> Clerk of the Board of County Commissioners of Orange  
County, Florida, respectively, and acknowledge before me that  
they executed the foregoing Agreement in behalf of Orange  
County, as its true act and deed, and they they were duly  
authorized so to do.

WITNESS my hand and official seal, this 16<sup>th</sup> day  
of April, 1984.

Charles L DeLeon  
Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION DATES JAN 25 1986  
BONDED 10000 GENERAL 118. UNDERWRITERS

I HEREBY CERTIFY, that on this 1st day of February,  
A.D. 1984 before me personally appeared Salvatore J. Orlando  
and Jean Trinder, respectively

Vice President and Asst. Corporate Secretary of  
AmeriFirst Development Corporation, a corporation under the  
laws of the State of Florida, to me known to be the individuals  
and officers described in and who executed the foregoing con-  
veyance and severally acknowledged the execution thereof to  
be their free act and deed as such officers thereunto duly  
authorized; and that the official seal of said corporation is  
duly affixed thereto, and the said conveyance is the act and  
deed of said corporation.

WITNESS my signature and official  
seal at Maitland in  
the County of Orange and the State  
of Florida in the day and year  
last aforesaid.

Carole Arthur

My Commission Expires on the  
Notary Public State of Florida at Large  
My Commission Expires Aug. 15, 1986

Official Title of Director

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36

EXHIBIT "A"

**CHICKASAW OAKS - PHASE THREE**  
**SECTION 13, TOWNSHIP 23 SOUTH, RANGE 30 EAST**  
**ORANGE COUNTY, FLORIDA.**

**LEGAL DESCRIPTION**

BEGIN AT THE EAST 1/4 CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S 00° 15' 43" E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1067.47 FEET; THENCE LEAVING SAID EAST LINE, RUN N 57° 57' 04" W A DISTANCE OF 1080.00 FEET; THENCE WEST A DISTANCE OF 130.00 FEET; THENCE NORTH A DISTANCE OF 253.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1470.00 FEET WITH A DELTA OF 48° 17' 59"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 1162.22 FEET TO THE POINT OF TANGENCY; THENCE N 45° 17' 59" W A DISTANCE OF 743.28 FEET TO THE EXISTING RIGHT OF WAY OF CHICKASAW TRAIL AS RECORDED IN OFFICIAL RECORD BOOK 3258, PAGES 1881/1882, ORANGE COUNTY, FLORIDA; THENCE N 44° 42' 01" E ALONG SAID RIGHT OF WAY 80.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF CHICKASAW OAKS-PHASE ONE, AS RECORDED IN PLAT BOOK 11, PAGE 17, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 45° 17' 59" E ALONG SAID BOUNDARY 875.00 FEET TO THE SOUTHWEST CORNER OF SAID CHICKASAW OAKS-PHASE ONE, SAID POINT ALSO BEING ON THE EAST-WEST CENTER LINE OF AFORESAID SECTION 13; THENCE RUN N 88° 48' 45" E ALONG THE SOUTH LINE OF CHICKASAW OAKS-PHASE ONE, AND ALONG THE SOUTH LINE OF CHICKASAW OAKS-PHASE TWO, AS RECORDED IN PLAT BOOK 11, PAGE 143/144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, 1478.75 FEET TO THE POINT OF BEGINNING.  
CONTAINING 44.388 ACRES, MORE OR LESS.

County Commissioner, Orange Co., Fla.

RECORDED & RECORD VERIFIED

*Thomas A. Miller*

OR. 3497 PG. 300