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O.R. 1757 PG 999

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AGREEMENT

This Agreement entered into the 1st day of July, A.D., 1968 between AUSTIN A. CARUSO, JOHN J. WALSH and RUSSELL ANDERSON, as Trustees, hereinafter called "Developers" of Southern Oaks Subdivision, which constitutes the following described lands:

TRACT 1. The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, less the south 30 feet thereof (Pershing Avenue), and less the East 30 feet thereof (Ferncreek Avenue).

TRACT 2. The south 342 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, less the East 30 feet thereof (Ferncreek Avenue).

TRACT 3. The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, subject to right-of-way over the west 30 feet of the south half thereof (South Summerlin).

TRACT 4. The east half of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ (less and except the following property: Begin at a point on the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 1769 feet west of the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, run thence north 200 feet, thence east 200 feet, thence south 200 feet, thence west 200 feet along the south line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ to the point of beginning) Less the south 30 feet thereof (Pershing Avenue).

TRACT 5. The south half of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ (Less and except the north half of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$).

TRACT 6. The NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ consisting of 10 acres more or less.

With tracts 3 and 5 subject to riparian rights in Lake Pineloch.

All in Section 12, Township 23 South, Range 29 East, Orange County, Florida.

and the City of Orlando, herein called "City", a municipal corporation in the County of Orange and State of Florida,

W I T N E S S E T H

WHEREAS, the Developers desire to proceed with construction of said subdivision; and

WHEREAS, it is the desire of the City and of the Developers to provide Sanitary Sewer Service for the future development of said subdivision.

NOW, THEREFORE, in consideration of the premises and the benefits which will accrue to the parties in carrying out the terms and conditions of this Agreement, it is mutually understood and agreed as follows:

CITY COUNCIL MEETING
7-15, 1968
ITEM #32

This document was prepared by Joseph X. DuMond, Jr., Assistant City Attorney, City of Orlando.

Doc. #8276

1. The Developers may construct a temporary lift station and certain temporary pressure lines in accordance with plans to be approved by the City Engineer. Said temporary facilities must be replaced by a permanent lift station and permanent pressure lines within a period of not more than five years from the date of this Agreement.

2. Said temporary and permanent facilities are to be constructed at the Developer's expense except that the City will pay to the Developers the sum of \$8,750.00 toward the construction of the permanent lift station and pressure lines upon completion of these facilities, which shall be installed according to the design by Dyer and Ream Consulting Engineers, Orlando Florida, currently on file with the City Engineer and under Engineering Project No. 67-155. It is further understood that said pressure lines shall consist of 8 inch cast iron pipes and that the lift station shall be of a flooded suction type with a pumping capacity of not less than 200 gallons per minute.

3. The Developers agree to grant at no cost to the City, temporary easements for that part of the temporary drainage and sanitary sewer systems proposed to be constructed outside of existing rights-of-way and easements. Easements for the permanent facilities shall be required by the City and shall be dedicated plats submitted by the Developers, which shall be subject to the approval of the City Engineer prior to the recording of the plats.

4. This Agreement shall be binding on Developers' heirs and assigns and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 1st day of July A.D. 1968.

Signed, sealed and delivered in the presence of:

Vincent P. Miller

Austin A. Caruso
Austin A. Caruso, Trustee

W. R. [Signature]
As to Austin A. Caruso, Trustee

Vincent P. Miller

John J. Walsh
John J. Walsh, Trustee

W. R. [Signature]

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W.K. Russell
As to John J. Walsh, Trustee

James Mills

W.K. Russell
As to Russell Anderson, Trustee

Russell Anderson
Russell Anderson, Trustee

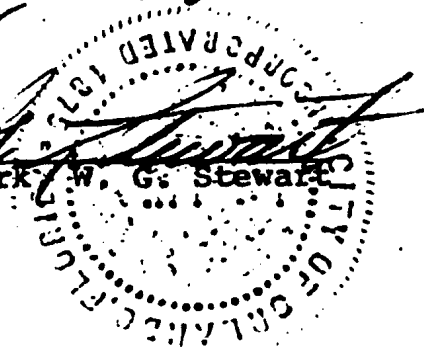
Grace A. Channing

CITY OF ORLANDO
By Carl T. Langford
Mayor, Carl T. Langford

ATTEST:

J. S. Wyckoff
As to City

By W. G. Stewart
City Clerk, W. G. Stewart



STATE OF FLORIDA)
COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized in the State and County, aforesaid to take acknowledgments, personally appeared AUSTIN A. CARUSO, Trustee, to me known to be the person described in and who executed the foregoing Agreement and has acknowledged before me that he executed the same,

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of July 1968.



J. S. Wyckoff
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 15, 1968.

STATE OF FLORIDA)

COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized in the State and County, aforesaid to take acknowledgments, personally appeared JOHN J. WALSH, Trustee, to me known to be the person described in and who executed the foregoing Agreement and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July 1968.



J. S. Wyckoff
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires Oct. 15, 1968.

STATE OF FLORIDA)

O.R. 1757 PG 1002

COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized in the State and County, aforesaid to take acknowledgments, personally appeared RUSSELL ANDERSON, Trustee, to me known to be the person described in and who executed the foregoing Agreement and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of July 1968.



J. C. Stanger
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large;
My Commission Expires Oct. 15, 1969.

STATE OF FLORIDA)

COUNTY OF ORANGE)

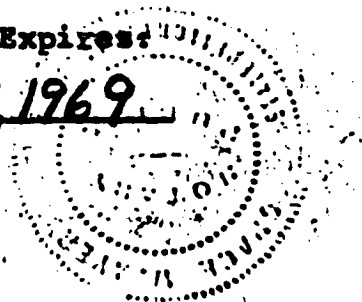
I hereby certify that on this day personally appeared before me CARL T. LANGFORD and W. G. STEWART, to me well known and known to me to be Mayor and City Clerk, respectively, of the City of Orlando, a municipal corporation, organized and existing under the laws of the State of Florida, and acknowledged that they executed the above and foregoing Agreement for the uses and purposes therein expressed and as the act and deed of CITY OF ORLANDO, and further acknowledged that they were duly authorized so to do.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Orlando, County and State aforesaid, this the 8th day of July A.D. 1968.

Grace H. Overa
Notary Public

My Commission Expires:

March 17, 1969



RECORDED & RECORD VERIFIED

Richard Powell Clerk of
Circuit Court, Orange Co., Fla.

Approved on the form 7/3/68
Joseph X. De Mendez
and city atty