SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, FEBRUARY 12, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- **Invocation**
- **Pledge of Allegiance**

Awards and Presentations:

1. Resolution – Proclaiming the month of February as "Black History Month"

2. Resolution – Supporting the creation of a St. Johns River license tag and urging the Florida Legislature to approve the proposal.

Consent Agenda

County Manager's Consent Agenda (Items No. 3 - 21)

County Manager's Office

3. Adopt and authorize the Chairman to execute a Resolution establishing revisions to Sections 1.5 and 26 of the Seminole County Administrative Code to reflect the recent change in name from Business Innovation and Technology Services to Information Technology Services. (Cynthia Coto)

Administrative Services

Purchasing and Contracts

4. Approve Amendment #1 to PS-5186-05/AJR with GMB Engineers & Planners, Inc., Orlando, FL to increase rates as identified in the revised Exhibit C included within the Amendment, and approve an extension of the existing term by two (2) years. In addition, approve the estimated usage as an annual expenditure in the amount of $100,000.00 per year. (Ray Hooper)

5. Award RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes to The Center for Affordable Housing, Sanford, FL and Corinthian Builders, Inc., Sanford, FL for the estimated grant funded amount of $1,391,720.00. (Ray Hooper)

Support Services

6. Approve and authorize the Chairman to execute the First Renewal for the East Altamonte Community Center Non-Residential Lease with the Boys and Girls Clubs of Central Florida, Inc. District 4 – Henley (Meloney Lung)

Community Service

Community Assistance

7. Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program. (Shirley Boyce)

Economic Development

Tourism

8. Approve and authorize Chairman to execute an agreement between the entities of Seminole County, Sanford Chamber of Commerce, Metro Orlando Economic Development Commission, Sanford Airport Authority, and Orlando Sanford International, Inc. to cooperatively fund two information booths and an automated information kiosk at Orlando Sanford International Airport. (Bill McDermott/Sharon Sears)

Fiscal Services

Budget

9. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-40 through the Court Support Technology Fee Fund in the amount of $1,258,945.00 reallocating the current year budget of the Court Support Technology Fee funded entities in accordance with the approved allocation formula. (Lin Polk)

10. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-43 through the Library Donation Fund in the amount of $31,500.00 to recognize a donation from The Friends of the Library and appropriate budget for the expenditures. (Lin Polk)

MSBU

11. Request Board authorization to schedule and advertise a final public hearing for the Charter Oaks/Tamarak Municipal Services Benefit Unit. District 1 – Dallari (Kathy Moore)

Leisure Services

Parks and Recreation

12. Approve and authorize the Chairman to execute a Special Priority Use Agreement with Seminole Softball Club, Inc. and to further approve the mutual termination of the existing Special Priority Use Agreement.

Streetscapes and Trails

13. Approve and authorize the Chairman to execute a Permissive Use Agreement with the St. Johns River Water Management District to access and install three monitoring wells at Sylvan Lake Park and one at Lake Mills Park. District 1 – Dallari, District 5 – Carey (Bryan Nipe)

Planning and Development

Development Review

14. Approve and authorize the Chairman to execute the final plat for Creek Side Acres located on Snowhill Road in Section 03, Township 21S, Range 32E. District 1 – Dallari, District 2 – McLean (Denny Gibbs)

Planning

15. Approve the Satisfaction of Lien in the amount of $17,000.00, Case No. 02-87-CEB, on 312 Miller Road, Sanford, FL Tax Parcel # 23-20-30-5AQ-0000-002D, previously owned by John T. Robinson and John T. Robinson, Jr. and currently owned by Daniel L. Dyke, and authorize the Chairman to execute a Satisfaction of Lien. District 5 – Carey (Tina Williamson)

16. Approve the Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the amendment. District 1 – Dallari, District 2 – McLean (Tina Williamson)

Public Safety

Administration – Public Safety

17. Approve and authorize the Chairman to execute the Certificate of Public Convenience and Necessity (COPCN) for Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, to become effective from the date this COPCN is executed through June 30, 2008. Air Methods provides 911 scene air medical transportation and intra-facility transportation for Seminole County. (Angel Nater)

Public Works

Engineering

18. Approve and authorize the Chairman to execute Amendment No. 2, a time extension to December 14, 2009, to Agreement S0163 between the Florida Department of Environmental Protection and Seminole County for the Club II Borrow Pit Stormwater Retrofit Project. District 5 – Carey (Jerry McCollum)

19. Adopt a Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring access easements used to construct State Road 417. District 5 – Carey (Jerry McCollum)

20. Adopt a Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring rights-of-way acquired for the construction of State Road 417. District 1 – Dallari, District 2 – McLean, District 5 – Carey (Jerry McCollum)

21. Adopt a Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100.1R) necessary to construct or improve State Road 434 to the Florida Department of Transportation (FDOT). District 3 – Van Der Weide (Jerry McCollum)

County Attorney's Consent Agenda (Item No. 22)
County Attorney's Office

Litigation

22. **Sobik's of Airport Boulevard** - A business damage claim has been filed by Sobik's of Airport Blvd., Inc. relating to Parcel Numbers 102/702 on the County Road 15 project. Sobik's operates a business on the site and has claimed $223,168.00 in business damages exclusive of statutory interest, attorney's fees and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert opining the amount of business damages to be $34,400.00. Judge Simmons.
District 5 - Carey

Constitutional Officers Consent Agenda (Item No. 23)
Clerk's Office (Maryanne Morse, Clerk of the Court)

23. Approval of Expenditure Lists dated January 7, 14 & 22, 2008; and Payroll Approval List dated January 10, 2008; Approval of BCC Official Minutes dated January 8, 2008; Clerk's "Received and Filed" – for information only.

Regular Agenda

24. **Salvation Army-Family Focus Program** - Staff is requesting Board direction as to the County partnering with the Salvation Army-Family Focus Program to submit an application to the Office on Violence Against Women requesting up to $400,000.00 through their Safe Haven; Supervised Visitation and Safe Exchange Grant Program; and authorize the Chairman to execute supporting documents. (Jennifer Bero)

County Manager's Briefing

County Attorney's Briefing

- **Recess BCC Meeting until 1:30 P.M.**

- **Reconvene BCC Meeting at 1:30 P.M.**
- **Public Hearing Agenda**
- **Accept Proofs of Publication**
- **Chairman's statement of Public Hearing Rules and Procedures**

Public Hearings:

25. **(Continued from 1/22/08 BCC meeting) Large Scale Future Land Use Amendment and Rezone** - From MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (James G. Willard, Shutts & Bowen, LLP) District 5 – Carey (Ian Sikonia)

26. **(Continued from 1/22/08 BCC meeting) Large Scale Future Land Use Amendment and Rezone** - From MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 28.25 acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (Reed Berlinsky, KB Home Orlando, LLC) District 5 – Carey (Ian Sikonia)

27. **Appeal** - Board of Adjustment decision to approve a special exception for a 130 foot communication tower located in Parcel 202 in the Carillon PUD (Planned Unit Development). District 1 – Dallari (Kathy Fall)

28. **Vacate and abandonment** - Vacate and abandon a portion of the platted drainage easement at the rear of the property located at 3382 Park Grove Court, Longwood, Florida, further described as Lot 82, Alaqua Lakes Phase 2, in Plat Book 53, Pages 71 through 74, of the Public Records of Seminole County, Florida, in Section 14, Township 29 S, Range 29 E. (William S. and Blair K. Hull) District 5 – Carey (Tony Walter)

29. **Vacate and abandonment** - Vacate and abandon a portion of the drainage and utility easement as shown on Lot 176, Mandarin Section Five Plat, as recorded in Plat Book 28, Pages 45 through 47 in Section 24, Township 20S, Range 29E. (Carol C. Yandell) District 5 – Carey (Tony Walter)

30. **Major Amendment** - PCD Major Amendment, Revised Final Site Plan, and Revised and Restated Developer's Commitment Agreement for the Red Bug Lake 5885/Mobil consisting of approximately 0.97 acres, located on the southeast corner of Red Bug Lake Road and Tuskawilla Road. (Brett Nevaril/Progressive Development Group) District 1 – Dallari (Ian Sikonia)

31. **Major Amendment** - Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for approximately 9.99 acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415. (Daly Design Group) District 5 – Carey (Austin Watkins)

Legislative Update

32. Staff to update Board on legislative activities. (Sabrina O'Bryan and Susan Dietrich)

Chairman's Report

District Commissioner's/Committee Report–District 2, 3, 4, 5, 1

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 407-665-7941.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE COUNTY MANAGER'S OFFICE, AT 407-665-7219. PERSONS ARE ADVISED THAT, IF THEY DECIDE TO APPEAL DECISIONS MADE AT THESE MEETINGS / HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, PER SECTION 286.0105, FLORIDA STATUTES.

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RESOLUTION NO. 2008- R_____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12TH DAY OF FEBRUARY, A.D. 2008

WHEREAS, we owe the celebration of Black History Month to Dr. Carter G. Woodsen. He was born to parents who were former slaves, spent his childhood working in Kentucky coal mines, enrolled in high school when he was twenty, graduated two yeas later and went on to earn a Ph.D. from Harvard. In 1926 he launched an initiative to bring national attention to the contributions of black people throughout American History.

WHEREAS, the month of February was chosen because it marks the birthdays of two men who greatly influenced the black American population, Frederick Douglas and Abraham Lincoln; and

WHEREAS, we pay tribute to some of the great black Americans who have helped shape who we are as a nation such as Hank Aaron, Mohammad Ali, Maya Angelou, Louis Armstrong, Chuck Berry, George Washington Carver, Nat King Cole, Ossie Davis, Sammy Davis Jr., Duke Ellington, Medgar Evers, Michael Jordan, Martin Luther King, Jr., Thurgood Marshall, Jesse Owens, Rosa Parks, Colin Powell, Jackie Robinson, Dred Scott, and Booker T. Washington; and

WHEREAS, along with civil rights laws, Black History Month should be the reaffirmation of our determination to change attitudes and heighten the understanding of the African-American experience, and a challenge to the present generation to protect and preserve the humanity of all people; and

WHEREAS, we all would find strength in celebrating our differences by taking the things that set us apart and make them an occasion to compliment each other and be thankful for each other; and

WHEREAS, Seminole County embraces the belief that people of all races, cultures, and walks of life make important contributions to the well-being of our society.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, hereby proclaims the month of February as

BLACK HISTORY MONTH

ADOPTED this 12th day of February, 2008 A.D.

ATTEST:

_____	_____
Maryanne Morse, Clerk of the Board of County Commissioners Seminole County, State of Florida	Brenda Carey, Chairman Board of County Commissioners

RESOLUTION NO. 2008- R_____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12TH DAY OF FEBRUARY, A.D. 2008.

WHEREAS, the St. Johns River is one of only 14 federally recognized American Heritage Rivers, and;

WHEREAS, the St. Johns River Alliance, a 501(c)3, non-profit, was organized as part of the American Heritage River Initiative, and;

WHEREAS, the St. Johns River flows through or is adjacent to 13 Florida counties, and;

WHEREAS, the health of the St. Johns River is vital to the economic and environmental health of those counties, and;

WHEREAS, the St. Johns River Alliance's mission is to preserve, protect, promote, restore and celebrate the St. Johns River as an American Heritage River in recognition of its ecological, historic, economic, recreational and cultural significance, so that the public may gain a greater appreciation and understanding of the river's importance to the quality of life for current and future generations, and;

WHEREAS, the St. Johns River Alliance is implementing the creation of a state St. Johns River automobile license plate to help the Alliance accomplish its mission, and;

WHEREAS, the Florida Legislature must approve all proposals to create a state license tag.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County supports the creation of a St. Johns River license tag and urges the Florida Legislature to approve the proposal.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk to the Board of County Commissioners of Seminole County, Florida.

ADOPTED this 12th day of February, 2008 A.D.

* * * * * ** * * * *

ATTEST:

_____	_____
Maryanne Morse, Clerk to the Board of County Commissioners in and for the County of Seminole, State of Florida	Brenda Carey, Chairman Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Administrative Code Section 1.5 Organization (i) and Section 26 (Header and F. (2)) Revision

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Peters **EXT:** 7211

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a Resolution establishing revisions to Section 1.5 A. (i) and Section 26 (Header and F. (2)) of the Seminole County Administrative Code.

County-wide Cynthia Coto

BACKGROUND:

On January 9, 2007 the Board authorized the County Manager to proceed with organizational changes. The County Manager confirmed that this was the first of several changes, and further that it would be necessary to update the Administrative Code to reflect the changes.

Therefore, the following changes are requested to Section 1.5 "Organization" A. (i) Business Innovation and Technology Services, and Section 26 (Header and F. (2)) to reflect the recent change in name from Business Innovation and Technology Services to Information Technology Services.

STAFF RECOMMENDATION:
Staff recommends the Board adopt and authorize the Chairman to execute amending revisions to Section 1.5 "Organization" and Section 26 (Header and F. (2)) of the Seminole County Administrative Code.

ATTACHMENTS:

1. Resolution
2. Item Document - Admin Code

Additionally Reviewed By:
No additional reviews

RESOLUTION NO. 2008-R-_____ **SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ___ DAY OF _____, 2008.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government, and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to reflect the recent change in name from Business Innovation and Technology Services to Information Technology Services wherever needed throughout the Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT,

The Seminole County Administrative Code is hereby amended by revisions in Sections 1.5, "Organization", and Section 26.5, "Information Security", as more particularly described in the attachments, and is amended in general in every other reference to "Business Innovation and Technology Services", changing those references to "Information Technology Services".

Not for Execution

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachments:
Section 1.5, "Organization"
Section 26.5, "Information Security"

Not for Execution

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SECTION 1. ORGANIZATION

1.5 ORGANIZATION

A. The organization and management structure for Seminole County government is as follows:

(1) **COUNTY ATTORNEY** - The County Attorney is the chief legal counsel to the County and is the head of the County Attorney's Office. The County Attorney serves under the supervision of the Board of County Commissioners.

(2) **COUNTY MANAGER** - The County Manager shall be the chief executive officer of the County and is responsible for departments reflected herein. The County Manager serves at the pleasure of the Board of County Commissioners and shall be responsible to the Board of County Commissioners for the performance of such duties as prescribed by the Seminole County Home Rule Charter, County ordinances, direction from the Board of County Commissioners and the laws of the State of Florida.

(a) **COUNTY MANAGER'S OFFICE** - The County Manager's Office shall be responsible for the supervision, direction and control of the Commission Office and all County Departments.

(b) **ADMINISTRATIVE SERVICES** - The Department of Administrative Services shall be under the direct supervision of the Administrative Services Director. The Department of Administrative Services shall include, but not be limited to, the functions of facilities maintenance, fleet services, risk management, safety, support services, property management and property acquisition, construction management, purchasing and records management.

(c) **COMMUNITY INFORMATION** – the Department of Community Information is under the direct supervision of the Community Information Director. The Department's mission shall include, but not be limited to, the dissemination of public information through such means necessary including Seminole Government TV, coordination of press releases, production of informational brochures and flyers and other promotional outlets. The Department shall also be responsible for telecommunication franchising and be responsible for all public records requests that cannot be handled immediately by the department to whom the request is made.

(d) **COMMUNITY SERVICES** - The Department of Community Services is under the direct supervision of the Community Services Director. The Department of Community Services shall include, but not be limited to, the functions of probation, prosecution alternatives for youth (PAY), adult pre-trial diversion, veterans services, community assistance, Federal and State Housing and Community Development Programs, and cooperative extension services.

(e) **ENVIRONMENTAL SERVICES** - The Department of Environmental Services is under the direct supervision of the Environmental Services Director. The Department of Environmental Services shall include, but not be limited to, the functions of water and sewer and solid waste.

(f) **ECONOMIC DEVELOPMENT** – The Economic Development Department is under the direct supervision of the Economic Development Director. The Department of Economic Development shall include, but not be limited to, the function of economic development such as recruitment and retention of desirable businesses and industries to enhance the economy of the County, and promoting Seminole County as a destination of choice (tourism).

(g) **FISCAL SERVICES** - The Department of Fiscal Services shall be under the direct supervision of the Fiscal Services Director. The Department of Fiscal Services shall include, but not be limited to, the functions of budget, municipal service benefit unit (MSBU's), and management services.

(h) **HUMAN RESOURCES** - The Human Resources Department shall be under the direct supervision of the Human Resources Director. The Department of Human Resources shall include, but not be limited to, the functions of personnel, and employee benefits.

(i) **~~BUSINESS INNOVATION AND~~ INFORMATION TECHNOLOGY SERVICES** - The Department of ~~Business Innovation and~~ Information Technology Services is under the direct supervision of the ~~Business Innovation and~~ Information Technology Services Director. The Department of ~~Business Innovation and~~ Information Technology Services shall include, but not be limited to, the functions of computer services management, telecommunications radio maintenance, imaging, GIS, Web development and consolidation of SCINet.

(j) **LEISURE SERVICES** - The Department of Leisure Services is under the direct supervision of the Leisure Services Director. The Department of Leisure Services shall include, but not be limited to, the functions of parks and recreation, median maintenance, Trails Maintenance and Natural Lands.

(k) **LIBRARY SERVICES** – The Department of Library Services is under the direct supervision of the Library Services Director. The Department of Library Services shall include, but not be limited to, the functions of libraries, maintaining the museum activity, and Arts in Public Places.

(l) **PLANNING AND DEVELOPMENT** - The Department of Planning and Development shall be under the direct supervision of the Planning and Development Director. The Department of Planning and Development shall include, but not be limited to, the functions of issuance of permits and inspections, comprehensive planning, zoning, code enforcement, addressing, and development review.

(m) **PUBLIC SAFETY** - The Department of Public Safety is under the direct supervision of the Public Safety Director. The Department of Public Safety shall include, but not be limited to, the functions of animal control, emergency management, emergency medical services, and fire suppression/rescue.

(n) **PUBLIC WORKS** - The Department of Public Works is under the direct supervision of the Public Works Director. The Department of Public Works shall include, but not be limited to, the functions of engineering, roads, stormwater and traffic engineering.

B. AUTHORITY. Approved by BCC September 23, 2003
Resolution 2005-R-172 adopted September 27, 2005
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-217 adopted December 11, 2007

SECTION 26. ~~BUSINESS INNOVATION AND~~ INFORMATION TECHNOLOGY SERVICES

26.5 INFORMATION SECURITY

A. PURPOSE.

(1) The purpose of the Information Security Policy and Guidelines is to effectively and efficiently manage the risks to Seminole County Government's information assets from all types of threats, whether internal or external, deliberate, or accidental.

(2) Security is critical to the organization's survival. The goal of utilizing information security as an enabler for proper information sharing and the benefits of a strong program, such as increased ease of administration, reduced complexity of the security architecture, transparency to users, and reduced effort on the part of users, not to mention enhanced security.

B. OBJECTIVES.

(1) Seminole County Government relies on its information and information systems as a crucial and integral part of providing essential services including meeting its legal and moral responsibility to its constituents for balancing the need for public access to government records while ensuring the integrity of information, the confidentiality of private information, and the availability of their information and information systems.

(2) The ultimate goal of a governmental organization's Information Security Program is to establish enterprise-wide security capabilities that will enable it to safely utilize information technology to provide faster, accurate service and better on-line access to constituents; protect the organization from potential losses and improve the stability of systems; and minimize legal and regulatory liabilities.

C. TRAINING.

(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information and/or information systems.

(2) It is the responsibility of every computer user to know what constitutes acceptable use of Seminole County Government systems, to know the guidelines, and to conduct their activities accordingly.

(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect Seminole County Government information assets before they are granted access.

(4) Security awareness training shall be provided at regular intervals to ensure they maintain the desired level of proficiency.

D. INFORMATION PROTECTION/COMPLIANCE.

(1) Must be balanced with the need for open government, as established in The Public Records Act (Chapter 119, Florida Statutes).

(2) Provides for public access to government information in all forms (written and electronic).

(3) Provides for exemptions to protect certain private or confidential information.

(4) Requires custodians of electronically stored public documents to provide safeguards against document tampering and unauthorized access to information deemed exempt from public disclosure.

(5) Provides authority for the exemption from public disclosure of those computer applications related to protecting the internal security and integrity of a public agency's data information systems.

(6) Annual reviews of the risks to the County's information and information systems and compliance with this Policy shall be performed and reported to the Board of County Commissioners (BCC) to ensure appropriate visibility exists for the protection being applied to our information and information systems.

E. NON-COMPLIANCE. Non-compliance with this Policy by Seminole County employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on severity of violations and applicable legal statutes, consequences could result in removal of access rights and special system privileges, removal of system access, or, for County employees, disciplinary action to include potential termination of employment. In severe cases of fraud or breach of privacy laws, legal action may be taken.

F. RESPONSIBILITY. The Board of County Commissioners bears ultimate authority and responsibility for Seminole County Government's Information Security. As such, the Board has established this Policy and directs Seminole County Government personnel to implement the Information Security Policy as follows:

(1) The County Manager shall approve and enforce all information Security Guidelines that have county-wide scope.

(2) The ~~Business Innovation and~~ Information Technology Services Director or designee shall be appointed by the County Manager as the Information Security Officer

(ISO) to provide the direction and technical expertise to ensure that Seminole County Government's information is properly protected.

(3) All Seminole County Government Directors, Managers, Program Managers, and Supervisors are directly responsible for implementing the Information Security Policy and Guidelines within their areas of responsibility, and for adherence by their staff.

(4) It is the responsibility of each employee to adhere to the Information Security Policy and Guidelines and to ensure that any vendors or visitors that they sponsor also comply.

(5) The Information Security Officer shall periodically review the program for effectiveness, and will report compliance findings to the Board of County Commissioners on an annual basis.

G. AUTHORITY. Resolution 2007-R-42 adopted March 13, 2007
Resolution 2003-R-36 adopted February 11, 2003
Public Records Act, Chapter 119, Florida Statutes.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to PS-5186-05/AJR - Travel Time and Delay Study

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Robert Bradley **EXT:** 7113

MOTION/RECOMMENDATION:
Approve Amendment #1 to PS-5186-05/AJR with GMB Engineers & Planners, Inc., Orlando, FL to increase rates as identified in the revised Exhibit C included within the Amendment, and approve an extension of the existing term by two(2) years. In addition, approve the estimated usage as an annual expenditure in the amount of $100,000.00 per year.

County-wide Ray Hooper

BACKGROUND:

PS-5186-05/AJR provides for professional services for transportation engineering. The study involves field acquisition and analysis of travel time & delay data for selected roadways within the County for the purpose of developing measurements of operational levels of services (LOS). On July, 26, 2005, the Board awarded this Agreement to GMB Engineers & Planners, Inc. and approved the estimated usage in the amount of $100,000.00 for the contract value.

GMB has provided exceptional service under the existing Agreement, and has met or provided service well under the project deadlines. Additionally, GMB institutes high quality control and has been responsive to any issues, such as repeating the collection and analysis of data process should validation be required. GMB has produced reports and outlines of superior quality, which have provided accurate and timely information to allow for the successful completion of County projects.

GMB has continued to bill at the 2005 rates through January 23, 2008. GMB has submitted a request for a rate increase included as the revised Exhibit C within the attached Amendment. The rates received from GMB are very competitive as compared to rates received from other consultants under other professional services solicitations. GMB's total audited rate of 2.9244 exceeds the County's established multiplier which capped at 2.9. The capped rate results in a savings to the County of approximately 1%. The Public Works Department has reviewed and approved this request for rate increase which reflects a 13% increase over the last two and a half year period of the current Agreement term.

The current term of the Agreement shall expire on August 15, 2008 and it provides no renewal periods. Through this Amendment, the Public Works Department has requested to extend the term of the Agreement by two years for a total Agreement term of five (5) years to expire on August 15, 2010. Staff recommends that the Board approve the new estimated usage as an annual expenditure in the amount of $100,000.00 per year. Work will continue to be issued by Work Orders as required and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to PS-5186-05/AJR with GMB Engineers & Planners, Inc., Orlando, FL to increase rates as identified in the revised Exhibit C included within the Amendment, and approve an extension of the existing term by two(2) years. In addition, approve the estimated usage as an annual expenditure in the amount of $100,000.00 per year.

ATTACHMENTS:

1. PS-5186-05 - A1 with GMB Engineers & Planners, Inc.

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-5186-05/AJR)
TRAVEL TIME AND DELAY STUDY

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 16th day of August, 2005, between **GMB ENGINEERS & PLANNERS, INC.**, whose address is 3751 Maguire Boulevard, Suite 111, Orlando, Florida 32803, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on August 16, 2005 to conduct a travel time and delay study for Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 2 of the Agreement is amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run until August 15, 2010.

2. Exhibit "C" of the Agreement is deleted in its entirety and is replaced by Exhibit "C" attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

GMB ENGINEERS & PLANNERS, INC.

By:_____
DANTE GABRIEL, President

Date:_____

ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

AEC/lpk/sjs
1/22/08, 1/31/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-5186 1am.doc

Attachment:
Exhibit "C" - Rate Schedule

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request for Proposals: RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:
Award RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes to The Center for Affordable Housing, Sanford, FL, and Corinthian Builders, Inc., Sanford, FL, for the estimated grant funded amount of $1,391,720.00.

County-wide Ray Hooper

BACKGROUND:

RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to acquire and rehabilitate up to 10 single family homes in Seminole County, Florida. The total grant funded budget provided by the State of Florida State Housing Initiative Program (S.H.I.P.) for this project is $1,391,720.00. Of this amount, $1,150,000.00 is designated for the acquisition and rehabilitation of homes, and $241,720.00 is designated for the developer's fees.

Under the Agreement, the County will provide an amount not exceeding $100,000.00 for each approved unit at the time of acquisition, and may also provide an amount not exceeding $15,000.00 for the rehabilitation of each unit upon approved invoicing. Developers will receive compensation for successful completion of the project scope in the form of a Developer's Fee. This fee has been designated on a per unit basis in the amount is $24,172.00. The project scope is included within the attached Award Agreement.

The project was publicly advertised and the County received three (3) responses. The Evaluation Committee consisting of Buddy Balagia, Project Manager, Community Development; David Medley, Director, Community Services; Dori DeBord, Director, Planning & Development; Shirley Boyce, Manager, Community Services; Rob Heenan, HUD/SHIP Administrator, Community Development; Shelley McHaney, Program Manager I, Community Development; and Michelle Cahill, Program Manager I, Community Development, evaluated the responses. The three (3) respondents were evaluated on qualifications and experience, similar project experience, approach to work, and financial qualification, which required a demonstration of solvency and sustainability.

The Evaluation Committee recommends award of the Agreement to partnership of The Center for Affordable Housing, Sanford, Florida, and Corinthian Builders, Inc., Sanford, Florida, for the estimated grant funded amount of $1,391,720.00. The completion date for the Developer to fully perform the project scope is December 31, 2008, and the Termination Date of the

Agreement is January 31, 2009. The Termination Date provides additional time for finalization of documentation and contract administration between the County and the State. The backup documentation includes the Tabulation Sheet.

This is a grant-funded project and funds will be available in account line 066706.580821 (Affordable Housing 05/06 / Aid to Private Organizations).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-2251A-07/VFT - SHIP Program Acquisition, Rehabilitation and Resale of Single Family Homes to The Center for Affordable Housing, Sanford, FL, and Corinthian Builders, Inc., Sanford, FL, for the estimated grant funded amount of $1,391,720.00.

ATTACHMENTS:

1. RFP-2251A-07/VFT Agenda Backup
2. RFP-2251A-07/VFT Award Agreement to The Center for Affordable Housing and Corinthian Builders, Inc.

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET

RFP NUMBER: RFP-2251A-07/VFT

RFP TITLE: SHIP Program Acquisition, Rehabilitation, and Resale of Single Family Homes

DUE DATE: November 7, 2007, 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-
Orlando Family Real Estate Ventures 2578 Enterprise Road, #247 Orange City, FL 32763	The Center for Affordable Housing, Inc. 2524 S. Park Drive Sanford, FL 32773 & Corinthian Builders, Inc. P.O. Box 950850 Lake Mary, FL 32795-0850	Waterford Development Corporation 8546 Christopher's Haven Ct. Sanford, FL 32771
Vincent R. Orlando, Manager/Member Ph: 386-837-3064 Fax:	William F. Newman, Executive Director Ph: 407-323-3268 Fax: 407-323-3800	Wendi Ward, Vice President Ph: 407-660-1272 Fax: 407-660-2331

Tabulated by V. Taylor - Posted November 8, 2007 (12:50 PM EST)
Updated: January 14, 2008 (12:13PM EST)

Short-listing Evaluation Committee Meeting: December 13, 2007 at 11:00 AM Community Services Conference Room #102 (Reflections), 534 W. Lake Mary Blvd., Sanford, FL 32773-7400

Recommendation of Award: The Center of Affordable Housing, Inc. & Corinthian Builders, Inc.

BCC Agenda Date: February 12, 2008

SHIP PROGRAM ACQUISITION, REHABILITATION AND RESALE OF SINGLE FAMILY HOMES DEVELOPERS AGREEMENT (RFP-2251A-07/VFT)

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY", **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a Florida non profit organization, whose address is 2524 S. Park Drive, Sanford, Florida 32773, and **CORINTHIAN BUILDERS, INC.**, a Florida for profit corporation, whose address is 2175 Marquette Avenue, Sanford, Florida 32773, hereinafter collectively referred to as the "DEVELOPERS".

W I T N E S S E T H:

WHEREAS, COUNTY has adopted the Seminole County Local Housing Assistance Plan and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida, who are of lower income or who have special housing needs; and

WHEREAS, DEVELOPERS are duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, rehabilitation and sale of single family, affordable housing to Low Income households; and

WHEREAS, COUNTY and DEVELOPERS wish to collaborate in the acquisition and rehabilitation of up to ten (10) single family homes having two, three or four bedrooms for Low Income households in Seminole County; and

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPERS agree as follows:

SECTION 1. RECITALS. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

"Affordability period" shall mean the length of time for which a housing unit, acquired and rehabilitated with SHIP funding hereunder, shall be owner occupied by a Low Income household for a term of years determined by the amount of SHIP down payment assistance provided by COUNTY to the purchasing household according to the Local Housing Assistance Plans, as amended and in effect as of the date of this Agreement.

"CS Administrator" means the Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

"County Approval" means written approval by the CS Administrator.

"FHFC" shall mean the Florida Housing Finance Corporation.

"LHAP" shall mean the Local Housing Assistance Plans for SHIP Program Years 2005-2006 and 2006-2007, as amended, for Program Years 2007-2008, 2008-2009 and 2009-1010 from which the grant funding to DEVELOPERS and down payment assistance shall be provided to income qualified purchasers of Project houses.

"Low Income" shall mean gross household income from all sources not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the Affordability Period.

"Parties" shall mean DEVELOPERS and COUNTY with respect to this Agreement.

"Project" shall mean the acquisition of ten (10) parcels of improved real property containing two, three or four bedroom, single family homes at a purchase price to DEVELOPERS not exceeding ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($180,000.00) each and which can be rehabilitated to satisfy Section 8 housing quality standards ("HQS") and all local building codes for a cost not exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) per unit. Project shall also include all attendant code compliant utility infrastructure, landscaping and basic appliances for completed units to be occupied by Low Income households in Seminole County and shall meet the specifications set forth in Exhibit A hereto. DEVELOPERS shall only sell the acquired and rehabilitated homes to income qualified persons who have been approved by COUNTY for SHIP down payment assistance at a price not to exceed ninety percent (90%) of the median house price in the Orlando Metropolitan Statistical Area. The Project is more fully described in Exhibit A and Exhibit B to this Agreement, both of which are fully incorporated herein by reference.

"Property" or "Properties" shall mean those real property parcels containing single family homes acquired and rehabilitated by DEVELOPERS from SHIP funds provided under this Agreement for the benefit of Low Income households in Seminole County and which are subject to the Affordability Period.

"Restrictive Use Covenant" shall mean that instrument in that form attached to this Agreement as Exhibit E and incorporated herein by

reference which shall be executed and recorded by DEVELOPERS and which restricts each Property comprising the Project to single family residential use and occupancy by Low Income households for the duration of the applicable Affordability Period.

"SHIP" or "SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.

"SHIP Regulations and Policies" shall collectively mean Chapter 420, Part VII, Florida Statutes; Chapter 67-37, Florida Administrative Code (F.A.C.); and COUNTY's approved Local Housing Assistance Plan (LHAP), as they may be amended from time to time.

SECTION 3. STATEMENT OF WORK.

(a) DEVELOPERS, in a manner satisfactory to COUNTY, shall perform or cause to be performed the Project, as defined above and described in Exhibit A, "General Scope of Services," and according to the funding guidelines of Exhibit B, "Project Budget". Project services shall be performed, except as otherwise specifically stated herein, by DEVELOPERS themselves or by persons or instrumentalities solely under the dominion and control of DEVELOPERS. Satisfactory compliance with all terms of this Agreement and all Exhibits hereto shall be a condition precedent to any distribution of SHIP funds by COUNTY to DEVELOPERS.

(b) DEVELOPERS shall fully comply with all of the requirements of this Agreement and the General Scope of Services. DEVELOPERS shall only sell the acquired and rehabilitated homes to those persons who have been pre-qualified by DEVELOPERS as eligible for SHIP down payment

assistance and who have been referred to and approved by COUNTY for such assistance. Failure of DEVELOPERS to comply with this provision shall constitute an event of default, shall be grounds for unilateral termination of this Agreement and shall give rise to a legal action against DEVELOPERS for recapture of any SHIP funds that may have been expended by COUNTY or initiation of any other remedy provided for in Section 21 of this Agreement.

(c) Approval of each proposed housing unit acquisition shall be made in writing by the CS Administrator to DEVELOPERS. A separate approval letter shall be required for each acquired housing unit. Authorization of specified rehabilitation services by DEVELOPERS under this Agreement shall be in the form of a written Work Order issued and executed by COUNTY and signed by DEVELOPERS. Each Work Order shall also describe the dates for commencement and completion of work. The amount, timing and method of payment shall be in accordance with Sections 5, 6 and 7 of this Agreement. All Work Orders will be issued under and incorporate the terms of this Agreement. In the event DEVELOPERS contract for less than delivery of ten (10) Project housing units or if DEVELOPERS fail to timely perform their contracted responsibilities hereunder, COUNTY reserves the right to contract with other parties for the acquisition and rehabilitation of the affordable housing units authorized hereunder and the remaining units comprising the Project when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(d) The rehabilitation services to be rendered by DEVELOPERS for each approved and acquired single family housing unit shall be

commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred twenty (120) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any rehabilitation of a COUNTY approved Project home not completed within one hundred twenty (120) days from acquisition shall be subject to a liquidated damages assessment of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for each day in excess of one hundred twenty (120) days. All acquired and rehabilitated housing units shall be remarketed to income qualified purchasers by no later than December 31, 2008.

(e) Contemporaneously with the acquisition of each Property comprising the Project, DEVELOPERS shall also execute and record a Restrictive Use Covenant in the form attached as Exhibit E hereto and incorporated herein by reference.

SECTION 4. TERM. DEVELOPERS shall fully perform the Project on or before December 31, 2008. The termination date of this Agreement shall be January 31, 2009, unless otherwise terminated or extended by the Parties. COUNTY shall not be financially liable to DEVELOPERS for any Property acquisition or rehabilitation not completed and sold to an income qualified buyer by December 31, 2008. The foregoing notwithstanding, Sections 11, 12, 13, 21 (h) and (i) and 23 of this Agreement shall remain effective for their purposes beyond the termination date.

SECTION 5. PAYMENT.

(a) COUNTY shall reimburse DEVELOPERS for Project acquisition and rehabilitation costs upon receipt of appropriate invoicing and documentation, an amount not to exceed ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($115,000.00) per completed affordable housing unit up to a maximum of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,150,000.00) for up to but not exceeding ten (10) single family homes. Complete disbursement of funds by COUNTY to DEVELOPERS shall be further contingent upon the issuance of final building inspection approvals, certificates of occupancy (if applicable) and sales of the units to income qualified households. All disbursements of funds shall be subject to the disbursement provisions of paragraph (g) of this Section.

(b) In no event shall the total amount paid by COUNTY for Project acquisition and rehabilitation services rendered under this Agreement exceed ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($115,000.00) per completed affordable housing unit up to a maximum of ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,150,000.00) for all ten (10) single family homes.

(c) Payment shall only be rendered by COUNTY for materials and services authorized in Exhibits A and B of this Agreement.

(d) All requests for disbursement of acquisition and rehabilitation costs must be in the form attached hereto as Exhibit D (Request for Payment) and signed by the chief executive officer of DEVELOPERS. Such requests shall be accompanied with appropriate proof such as copies of recorded deeds or invoices. All invoices accompanying

such request for payment shall have been signed by the party that sought payment from DEVELOPERS and by DEVELOPERS' chief executive officers.

(e) Upon acceptable receipt of the documentation required by subsections (a) and (d) above and approval of the CS Administrator, COUNTY shall initiate the payment process. Payment by COUNTY shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

(f) DEVELOPERS shall also be paid a developer's fee as compensation under this Agreement in the amount of TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($24,172.00) per completed housing unit. In no event shall the total developer's fee paid exceed said amount or a total of TWO HUNDRED FORTY-ONE THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS ($241,720.00) for all ten (10) units.

(g) Payments to DEVELOPERS shall be made for each contracted home on a per home basis in accordance with the following benchmarks:

(1) Up to but not exceeding ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) of acquisition costs for each unit upon the successful closing of the initial purchase by DEVELOPERS;

(2) Up to but not exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) for rehabilitation expenses and the developer's fee of TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($24,172.00) per unit upon the resale of the completed home to an income qualified purchaser receiving SHIP down payment assistance through COUNTY. Issuance of a final building inspection approval or issuance of a certificate of occupancy, if either is required, and a

walk through and approval by the CS Administrator shall also be a precondition to final payment by COUNTY.

(h) COUNTY agrees to compensate DEVELOPERS for the services called for under this Agreement on a Fixed Fee basis. A Time Basis Method of compensation shall not be considered for any Project acquisition or rehabilitation work order in the absence of formal amendment to this Agreement. DEVELOPERS shall be compensated in accordance with the maximum amount of SHIP subsidies for acquisition, rehabilitation and developer's fees as stated in this Section. Rehabilitation Work Order Fixed Fee amounts shall include any and all reimbursable expenses. DEVELOPERS' compensation for SHIP funds for all Project acquisitions, rehabilitations and developer's fees shall not exceed the maximum amounts in paragraphs (a), (f),and (g) of this Section 5. COUNTY shall not approve any acquisitions or initiate any rehabilitation work orders which would cause the aggregate amount due DEVELOPERS to exceed the maximum subsidy amounts described in this Section and the Project Budget in Exhibit B to this Agreement during the term or any renewal thereof.

SECTION 6. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS.

(a) DEVELOPERS shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular housing unit comprising the Project as approved by COUNTY. For the duration of the term hereof, DEVELOPERS shall furnish COUNTY with a copy of the subject performance bond in the amount of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($115,000.00) for each acquired affordable housing unit. The performance bond shall be

effective no later than the date DEVELOPERS enter into a binding purchase and sale agreement for sale of the home to DEVELOPERS. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the real property, goods and services is satisfactorily met, that the rehabilitation work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, DEVELOPERS shall, at their own expense, if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

(b) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, DEVELOPERS shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors or other outside professionals retained by DEVELOPERS shall be pre-approved by COUNTY before DEVELOPERS enter into any contract with such outside subcontractors or vendors. DEVELOPERS shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be

in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval and DEVELOPERS shall then be free to enter into the subcontract without further delay. DEVELOPERS shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to DEVELOPERS and to cash the performance bond if deemed necessary by the CS Administrator. All subcontractors and other vendors utilized by DEVELOPERS shall adhere to the same insurance requirements as required for DEVELOPERS under Section 14 of this Agreement.

SECTION 7. REPORTING REQUIREMENTS.

(a) In addition to the documentation required by Sections 5 and 6, DEVELOPERS shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of Property acquisition, a proposed closing date and, with respect to commencement of rehabilitation, a specific list of proposed improvements, estimated costs, construction timetable chart and draw schedule.

(2) A completed monthly report in the form of attached Exhibit C on or before the fifteenth (15th) day of each month during the term of this Agreement.

(3) A summary of the number of housing units currently under contract for sale to DEVELOPERS, those undergoing rehabilitation, the percentage of completion of the units, the number of units completed and the number of units under contract for sale or sold to income qualified purchasers (this information may be submitted as a part of the monthly report);

(4) A final cumulative statement of all costs of acquisition and rehabilitative services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs, fees or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before January 31, 2009.

(b) Failure by DEVELOPERS to submit any report required by this Section shall allow COUNTY to withhold reimbursement to DEVELOPERS for any one or all ten (10) Project units until such report is submitted to COUNTY as required herein.

(c) COUNTY, FHFC and the general public shall have access to and shall be provided copies of any and all of DEVELOPERS' records pertaining to Project activities and SHIP funding described in this Agreement.

SECTION 8. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution and implementation of this Agreement, DEVELOPERS shall comply with all applicable State and local laws, regulations, ordinances and policies, including but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(b) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's SHIP Program including particularly, the LHAP.

(c) Chapter 420, Florida Statutes.

(d) Chapter 67-37, Florida Administrative Code.

(e) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the State legislature, the judicial branch of State government or any State agency).

(f) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 9. PROJECT PUBLICITY. DEVELOPERS shall disseminate information about the Project, review and approve applications for housing assistance deriving from Project publicity and ensure that units funded by COUNTY SHIP money are only occupied by Low Income households. DEVELOPERS shall be responsible for marketing the approved Properties only to households that have been pre-qualified by DEVELOPERS to receive SHIP down payment assistance financing through COUNTY. Any news release, project sign or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of SHIP funding from the FHFC and who provided Project funding to DEVELOPERS.

SECTION 10. MANAGEMENT ASSISTANCE. The CS Administrator or his/her designee shall be reasonably available to DEVELOPERS to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve DEVELOPERS of any duties or obligations set forth in this Agreement.

SECTION 11. MAINTENANCE OF RECORDS.

(a) DEVELOPERS shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures, including particularly, Florida Public Records Laws.

(b) DEVELOPERS shall maintain such records and accounts, including but not limited to property and personnel records, as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of all Project funds and compliance with this Agreement.

(c) All records and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, FHFC or other Federal or State agency may deem necessary. DEVELOPERS shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim. Any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

SECTION 12. LIABILITY. COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to DEVELOPERS in connection with the services to be performed hereunder or for debts or claims accruing to such parties against DEVELOPERS. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any work, labor, services, goods or materials to DEVELOPERS as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations of damages and the sovereign immunity conferred on COUNTY by said statute.

SECTION 13. INDEMNIFICATION.

(a) DEVELOPERS shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to DEVELOPERS or whomsoever resulting out of fraud, defalcation, dishonesty or failure of DEVELOPERS to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of DEVELOPERS in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of any portion of the Project or in the title to any affected Property; or

by failure to pay vendors resulting from financial shortfalls caused by DEVELOPERS' failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to DEVELOPERS by certified mail, return receipt requested, addressed to DEVELOPERS at their addresses herein provided. Upon receiving notice, DEVELOPERS, at their own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if DEVELOPERS' counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, DEVELOPERS shall continue to absorb those costs at their own expense.

SECTION 14. INSURANCE.

(a) General. DEVELOPERS shall, at their own cost, procure the insurance required under this Section.

(1) DEVELOPERS shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY and its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The

Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by DEVELOPERS, DEVELOPERS shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, DEVELOPERS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by COUNTY, DEVELOPERS shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by DEVELOPERS shall relieve DEVELOPERS of their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following

requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose their Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, DEVELOPERS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPERS have replaced the unacceptable insurer with an insurer acceptable to COUNTY, DEVELOPERS shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of DEVELOPERS, DEVELOPERS shall, at their

sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by DEVELOPERS and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) DEVELOPERS' insurance shall cover DEVELOPERS for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. DEVELOPERS will also be responsible for procuring proper proof of coverage from their subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both DEVELOPERS and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

$1,000,000.00	(Each Accident)
$1,000,000.00	(Disease-Policy Limit)
$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) DEVELOPERS' insurance shall cover DEVELOPERS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by DEVELOPERS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	$2,000,000.00[1]
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Automobile/Other Motor Vehicle	$1,000,000.00[2]

[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.
[2] Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions or structures by purchaser.

(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(F) Flood Insurance: If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by DEVELOPERS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of DEVELOPERS.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be

provided on an occurrence basis rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve DEVELOPERS, their employees or their agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 15. ASSIGNMENT AND SUBCONTRACTS. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other. DEVELOPERS may subcontract certain necessary services as set forth in Exhibit A upon the written approval of the subcontract by COUNTY pursuant to Section 6 of this Agreement.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 17. UNUSED FUNDS. In the event that COUNTY issues any funds to DEVELOPERS or their vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before January 31, 2009.

SECTION 18. AVAILABILITY OF FUNDS. DEVELOPERS acknowledge that SHIP Program funding for this Agreement originates from the State of Florida via legislative enactment and is administered by FHFC. SHIP Program payments into COUNTY's Trust Fund from the FHFC occur on a monthly basis. DEVELOPERS further acknowledge that COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although COUNTY has not over obligated its SHIP funds for the period over which this Agreement extends, it is possible that because of a large number of requests in any particular

month, COUNTY may not have sufficient funds to meet all demands in that month. Therefore, COUNTY's obligation to make payment hereunder in any particular month is specifically subject to and limited by: (1) continued statutory authorization for use of SHIP funds for affordable housing developments such as the Project; (2) FHFC's disbursement of SHIP funds for that month to COUNTY; and (3) payment by COUNTY to other various subrecipient organizations pursuant to separate agreements. All of said payments, including those to DEVELOPERS, shall be processed in chronological order based on receipt of all required information and documentation requested in the respective subrecipient agreements, including this Agreement and otherwise dependent upon the various subrecipients being in compliance therewith.

SECTION 19. ENTIRE AGREEMENT. This instrument, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements, if any, between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

SECTION 20. NOTICE. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:
Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For DEVELOPERS:

The Center for Affordable Housing, Inc.
2524 S. Park Drive
Sanford, Florida 32773

Corinthian Builders, Inc.
2175 Marquette Avenue
Sanford, Florida 32773

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class, U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to all parties' copies of this Agreement.

SECTION 21. TERMINATION, BREACH AND REMEDIES.

(a) DEVELOPERS may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to DEVELOPERS.

(c) In the event of termination, DEVELOPERS shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended SHIP funds to COUNTY.

(4) Desist from making any further commitments of COUNTY SHIP funds.

(d) In the event of termination, COUNTY shall pay for all completed Project costs for houses under contract to income qualified purchasers as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement and default by DEVELOPERS:

(1) Unauthorized or improper use of SHIP funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, components or costs of the Project.

(4) Submission of negligently or fraudulently prepared invoices or reports to COUNTY.

(5) The initiation of voluntary bankruptcy proceedings by DEVELOPERS or involuntary bankruptcy proceedings by creditors of DEVELOPERS or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.

(f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event DEVELOPERS breache this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate

this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to DEVELOPERS for any Project component that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of DEVELOPERS.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by DEVELOPERS.

SECTION 22. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy or shall for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 23. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) DEVELOPERS agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which DEVELOPERS had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 25. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT. DEVELOPERS agree that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 27. MISCELLANEOUS.

(a) The parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

(c) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not effect the remaining terms of this Agreement which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(f) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a

relationship of co-partners between the Parties or as constituting DEVELOPERS, including their officers, employees and agents the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPERS are to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

_____
JUANITA RILEY, Secretary

By: _____
STEPHEN COLD, President

[CORPORATE SEAL]

Date: _____

CORINTHIAN BUILDERS, INC.

_____
Witness

By: _____
RICHARD KOVACSIK, President

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

[CORPORATE SEAL]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____

County Attorney
AWS/lpk
1/23/08
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Attachments:
Exhibit A - General Scope of Services
Exhibit B - Project Budget
Exhibit C - Monthly Report Form
Exhibit D - Request for Payment Form
Exhibit E - Restrictive Use Covenant Form
Exhibit F - Work Order Form

EXHIBIT A

GENERAL SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings ascribed to them as in the attached Agreement.

Generally:

The purpose of this scope of services is to acquire, rehabilitate and sell affordable, single family, detached homes to Low Income households. In no event shall any of the housing units be sold to persons or households other than those of Low Income.

The Project requires the DEVELOPERS to acquire and rehabilitate up to ten (10) single family, detached homes and sell them to income qualified purchasers who have been pre-qualified by DEVELOPERS to receive SHIP down payment financing assistance through COUNTY. DEVELOPERS shall agree to acquire, rehabilitate and sell a minimum of six (6) or any larger amount up to all ten (10) proposed houses as a condition for entry into the attached Agreement with COUNTY. COUNTY reserves the right to enter into more than one Agreement with other developers if DEVELOPERS agree to contract for less than all ten (10) proposed housing units. DEVELOPERS shall be reimbursed by COUNTY using SHIP funds for approved acquisition and rehabilitation costs up to an amount not exceeding ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS ($115,000.00) for each approved unit with SHIP funds pursuant to the terms stated in the Agreement. DEVELOPERS shall obtain their own financing for each unit and be responsible for debt service thereon for the difference between the combined purchase price plus rehabilitation cost less the SHIP subsidy of $115,000.00 per unit. The COUNTY intends that not more or less than ten (10) single family homes shall be acquired, rehabilitated and sold to income eligible households by participating DEVELOPERS.

DEVELOPERS' compensation for performance under the Agreement shall be a developer's fee in the amount of TWENTY-FOUR THOUSAND ONE HUNDRED SEVENTY TWO AND NO/100 DOLLARS ($24,172.00) per each completed housing unit and shall be paid at the time of sale of the unit to qualified purchaser(s). Compensation derived from the developer's fee shall be separate from and in addition to the reimbursement of the acquisition and rehabilitation costs described herein and shall also be paid from SHIP funds.

Specific Obligations:

1. DEVELOPERS shall utilize only Florida State certified residential, building, specialty or general contractors with a minimum of three (3) years experience in the rehabilitation and repairs of the single family homes. Because this scope of services also involves the acquisition and resale of multiple Properties to income qualified persons, preference will be given to DEVELOPERS who are or have in their employment or within their organizational structure a full time State licensed real estate broker. DEVELOPERS shall also show

experience in the requirements for marketing of modestly priced housing to Low Income persons or households.

2. DEVELOPERS shall locate and acquire improved real properties with existing and readily restorable single family homes to serve as income qualified residential units. Such acquisitions shall ensure that no relocation or displacement burdens are imposed on occupants of the units being acquired. All acquisitions must be pre-approved in writing by the COUNTY. Rehabilitation and repair services for each approved unit shall be separately authorized by a Work Order in order to qualify for SHIP funded reimbursement and developer's fee compensation.

3. DEVELOPERS shall acquire the real property and single family homes for a total purchase price not to exceed ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($180,000.00) each. The market price paid shall be as determined by a State licensed real property appraiser acceptable to COUNTY. DEVELOPERS shall sell the completed units only to income qualified purchasers within the defined limits of Low Income and who have been pre-qualified by DEVELOPERS and approved by the COUNTY for receipt of SHIP down payment financing assistance. In no event shall any housing units be sold to any person or household whose gross household income from all sources exceeds the limit for Low Income. **DEVELOPERS shall be responsible for pre-qualification, verification and documentation of the income eligibility for all prospective purchasers, which information shall be provided to COUNTY prior to the sale and closing with the end purchaser.**

4. The single family home to be purchased shall be inspected by a reputable home inspection service which firm shall have been pre-approved by COUNTY. The home inspector shall issue a written report summarizing the condition of the Property and any defects or required work to be performed to ensure the safety and welfare of the occupants of the home. Said report shall contain photographs of those conditions needing rehabilitation.

5. COUNTY shall subsidize the initial purchase price and rehabilitation cost with $115,000.00 of SHIP funds for each completed unit through reimbursement to DEVELOPERS. Costs for acquisition of each home not exceeding ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100.000.00) shall be paid to DEVELOPERS at the time of DEVELOPERS' purchase and closing on the home. No acquisition may be consummated until COUNTY has timely reviewed and approved the home inspection report and approved the acquisition of the home. Rehabilitation costs which are to be subsidized with SHIP funds shall not exceed FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) per unit. Rehabilitation costs and the developer fee shall be paid to DEVELOPERS upon the closing of the sale of the completed home to an income qualified person or household. If, in COUNTY's opinion, necessary rehabilitation is likely to exceed $15,000.00 dollars, the Property may be deemed unsuitable for purposes of the Agreement and, if so determined, shall not be eligible for any SHIP funded reimbursement.

6. Prior to the closing on DEVELOPERS' acquisition of the home, DEVELOPERS shall also provide COUNTY with a completed, preliminary HUD-1 statement, a copy of the certified appraiser's appraisal of the home, a title report/abstract and a Title Insurance Commitment.

7. Completed housing units shall be sold to households who have been approved for SHIP down payment assistance financing through COUNTY as required by paragraph 13, below.

8. DEVELOPERS shall be responsible for the initial purchase down payment and all rehabilitation costs as well as the payment of any debt service in connection therewith until the time the scheduled SHIP reimbursement payments are paid. DEVELOPERS shall be responsible for all such costs above and beyond the stated SHIP subsidy amounts.

9. Rehabilitated units shall fully comply with both Section 8 Housing Quality Standards (HQS) and local building code requirements. DEVELOPERS shall prepare plans and budgets necessary for the rehabilitation of each unit with the objective of accomplishing the rehabilitation at the lowest possible cost in order to keep the resale of the unit affordable to Low Income households.

10. DEVELOPERS shall prepare all rehabilitation plans, specifications, and documents necessary to receive written qualified price quotations from at least three (3) different subcontractors and vendors whenever such outside services are utilized. Before submitting any solicitations or making awards to vendors and subcontractors, DEVELOPERS shall submit them to the COUNTY for review and approval. All such subcontractors shall have required licenses and certifications and shall be bonded in an amount equal to the goods and services under contract and shall be fully insured in the amounts and types specified in the Agreement.

11. COUNTY and DEVELOPERS shall jointly monitor and inspect all rehabilitation activities to assure compliance with applicable statutes, regulations, COUNTY's LHAP and the Agreement. COUNTY shall not provide any funds for reimbursement of rehabilitation costs unless DEVELOPERS shall first have submitted all reports and documentation required by the Agreement.

12. DEVELOPERS shall be responsible for obtaining all required local building permits and shall retain Project file copies of the building permits and inspection reports/approvals for each approved unit issued by the building official.

13. DEVELOPERS shall advertise completed housing units for sale and receive applications from potential homebuyers for the purchase of each unit. DEVELOPERS shall require applicants to receive first mortgage approval by a licensed financial institution (lender) for the purchase of the unit. DEVELOPERS shall refer prospective buyers to the COUNTY for down payment purchase assistance through the COUNTY's SHIP home ownership assistance program, it being a requirement under the LHAP that all Project homebuyers shall utilize SHIP down payment

assistance from the COUNTY's available allocations of SHIP funds for applicable program years.

14. At the time of closing, DEVELOPERS shall unconditionally guarantee to the buyer the structural, electrical, mechanical (HVAC), and plumbing integrity of the home for a period of at least one year or such longer period as may be required by Florida law for particular components. Roofing improvements shall be guaranteed for a minimum of three (3) years from the date of completion.

15. None of DEVELOPERS' board member, employee or any related family member of either shall receive or obtain gain, profit, or benefit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for SHIP subsidized properties purchased, rehabilitated, or sold by DEVELOPERS in accordance with this Agreement.

16. DEVELOPERS' sole compensation shall be the developer's fee component of the SHIP subsidy paid by COUNTY. Said developer's fee shall be an amount equal to TWENTY FOUR THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS ($24,172.00) per each unit. The developer's fee shall be paid at the time of sale and transfer of clear title of each unit to qualified purchaser(s).

17. DEVELOPERS shall complete all acquisition, rehabilitation, and resale to qualified purchasers of the approved single family housing units on or before December 31, 2008.

18. Pursuant to Agreement Section 7, "Reporting Requirements", DEVELOPERS shall submit completed monthly reports in the form of Exhibit C to the Agreement to the COUNTY by the fifteenth (15th) day of each month after execution of this Agreement and shall continue to submit these reports until all units have been acquired, rehabilitated, and sold to eligible homebuyers.

19. Preference shall be given for three (3) bedroom, two (2) bath, single family, detached houses with at least a one (1) car garage; however, a single vehicle carport is acceptable.

20. Under no circumstances shall more than five (5) of the total ten (10) units be two bedroom units, all of which shall have at least two bathrooms. In the event DEVELOPERS contract to acquire and rehabilitate less than all ten (10) units, COUNTY reserves the right to mandate the maximum number of two bedroom units allowed for any one DEVELOPERS so that there are no more than five (5) bedroom units in total for the entire PROJECT. No one (1) bedroom, (1) one bath units are permitted.

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EXHIBIT B

PROJECT BUDGET

SHIP 2005-2006

ACTIVITY	BUDGET
Acquisition, rehabilitation and resale of a minimum of ten (10) detached single family units to homebuyers.	$ 1,150,000.00
Developer Fee per housing unit $24,172.00	$ 241,720.00
Total	$ 1,391,720.00

EXHIBIT "C"

DEVELOPERS' MONTHLY REPORT

Status Report for Month of _____

DEVELOPERS: The Center for Affordable Housing
Corinthian Builders, Inc.

Contact Person(s): _____

Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

_____

_____

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
Work Order Number						
Acquisition and rehabilitation Related Expenses	$					
TOTAL	$					

Any other special accomplishments:

_____

_____

Signed: _____

NOTE: A separate Monthly Report must be submitted for each housing unit authorized by Work Order

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EXHIBIT "D"

REQUEST FOR PAYMENT

Developers: The Center for Affordable Housing
Corinthian Builders, Inc.

Type of Activity/Project: Acquisition and rehabilitation of up to ten (10) single family homes for Low Income households in Seminole County.

Address of Housing Unit(s): _____

Amount Requested: _____

Date of Purchase by Developers: _____

Description of completed Rehabilitation work for which payment is sought: _____

_____

_____

Date of Completion of rehabilitation or sale to income qualified buyer: _____

Sale Price to Buyer (if applicable for final payment): _____

Date of this Request: _____

Brief description of attached Documentation supporting This request for payment: _____

_____

_____

_____

_____

_____

_____

_____

Name and Title of person submitting this request: _____

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EXHIBIT "E"

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by _____, whose address is _____ as fee simple owner (the "GRANTOR"), in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "GRANTEE") concerning that certain parcel of real property the address, legal description, and parcel identification number for which are as follows:

(Street address of affected property goes here)

and legally described as:

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing single family, owner occupied housing for Low Income households for a period of Thirty (30) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida, (the "Affordability Period")

"Affordability Period" means the length of time for which the Property herein described shall comply with the above described occupancy and use restrictions in conformance with the COUNTY'S Local Housing Assistance Plan ("LHAP") as approved by the Florida Housing Finance Corporation pursuant to Chapter 420, Part VII, Florida Statutes and Chapter 67-37, Florida Administrative Code, both governing the State Housing Initiatives Partnership program.

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the GRANTOR, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST: [GRANTOR]

_____ By: _____
, Secretary , President

[CORPORATE SEAL] Date: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20___, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as President and _____, as Secretary, of _____a *[corporation, limited liability company, general partnership, limited partnership]* organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the *[entity]*, and that they also affixed thereto the official seal of the *[entity]*.

_____
Print Name: _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

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"Exhibit F"

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed by _____ of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS ($_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____ By: _____
, Secretary ., President

(CORPORATE SEAL) Date: _____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____ By: _____
(Procurement Analyst) Robert L. Hunter, Procurement Supervisor

_____ Date: _____
(Procurement Analyst) As authorized by Section 8.153 Seminole County Administrative Code.

OC #_____ ON #_____

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Renewal of East Altamonte Community Center Non-Residential Lease with Boys and Girls Clubs of Central Florida, Inc.

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Lorraine Hajeski **EXT:** 5250

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Renewal for the East Altamonte Community Center Non-Residential Lease with the Boys and Girls Clubs of Central Florida, Inc.

District 4 Carlton D. Henley Meloney Lung

BACKGROUND:

The initial non-residential lease for the East Altamonte Community Center with the Boys and Girls Clubs of Central Florida, Inc. was approved by the Board in January, 1998. The annual rental rate was $1.00 per year. The term of the lease was five (5) years. The leased premises are Lots 3, 4, 5. 6, 7, and 8; Plat Book 3; page 30 of the Public Records of Seminole County, Florida.

A second lease was approved by the Board on July 23, 2003, with the initial five (5) year term ending in July, 2008. This new lease revised repair and maintenance conditions and updated the County notification address.

The renewal extends the lease an additional five (5) years through July 24, 2013 at the $1.00 per year rental rate. There is one (1) five (5) year renewal option remaining.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the First Renewal for the East Altamonte Community Center Non-Residential Lease with the Boys and Girls Clubs of Central Florida, Inc.

ATTACHMENTS:

1. Agreement
2. First Renewal East Altamonte Comm. Center

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

EAST ALTAMONTE COMMUNITY CENTER NON-RESIDENTIAL LEASE
(RFP-271)

THIS LEASE is made and entered into this 23 day of July, 2003, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, whose mailing address is P. O. Box 2987, Orlando, Florida 32802, hereinafter referred to as the "TENANT."

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of a certain building which is commonly known as the East Altamonte Community Center; and

WHEREAS, the Board of County Commissioners has the authority to lease real property to non-profit organizations such as the TENANT in accordance with Section 125.38, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that the granting of such rights and privileges to the TENANT constitutes a County purpose;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the COUNTY and TENANT agree as follows:

Section 1. Recitals. The COUNTY has relied upon the above stated recitals.

Section 2. Leased Premises. Upon payment of the rent as hereinafter set forth and the continued payment thereof as herein provided, the COUNTY hereby leases and demises to the TENANT the

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Coach
DEPUTY CLERK

following described real estate, situated in the County of Seminole, State of Florida, to-wit:

> Lots 3, 4, 5, 6, 7 and 8, Plat Book 3, Page 30, of the Public Records of Seminole County, Florida.

Section 3. Term. This Agreement shall become effective upon execution by both parties and shall run for a term of five (5) years from the effective date. At the COUNTY's sole option, this Agreement may be renewed thereafter for two (2) successive periods not to exceed five (5) years each, unless earlier terminated as provided herein.

Section 4. Rental. The TENANT shall pay the COUNTY at the Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 or at such other place as the COUNTY shall designate from time-to-time in writing, as rent for the leased premises, the annual sum of ONE AND NO/100 DOLLARS ($1.00) payable without demand and without setoff or deduction, except as expressly provided herein.

Section 5. Holding Over. In the event the TENANT holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only, at the rental of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per month, payable on the 1st day of each and every month hereafter until the tenancy is terminated in a manner provided by law. In the event the TENANT does hold over against the wishes of, and without consent of the COUNTY, TENANT shall be liable for any and all damages sustained by the COUNTY as a result, directly or indirectly, of the TENANT's failure to vacate the premises in a timely manner, such damages to specifically include the loss of a new tenant,

together with a reasonable attorney's fee, court costs and expenses of such lawsuit.

Section 6. Remodeling Privileges. The COUNTY grants to the TENANT, at the TENANT's sole cost, the right to make partition changes, alterations and decorations as it desires at its own expense in the demised premises; provided, however, that the TENANT shall make no structural change which will impair the structural integrity of the premises without the prior written consent of the COUNTY.

Section 7. Purpose.

(a) The purpose of this Lease is to permit the TENANT to conduct and promote community recreational and support activities such as the provision of teenager and senior citizen programs including vocational education programs on the demised premises. All TENANT activities shall be non-profit in nature, however, fund raising activity for the benefit of TENANT shall not be prohibited.

(b) The TENANT may allow use of the premises for private events such as weddings, receptions, family reunions and similar functions. When TENANT allows premises to be used for a private event, TENANT may require a security deposit, some or all of which may be non refundable, in order to defray costs of operating the community center on leased premises.

(c) TENANT shall provide a year-round program and activity schedule. TENANT's program will operate 1:00 p.m. - 9:00 p.m. daily when school is in session and 7:00 a.m. - 6:00 p.m. during non-school periods Monday - Friday, except for Holidays. Holidays include 4th of July, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving Day

and the day after Thanksgiving, Christmas Eve, Christmas Day and the day after Christmas.

(d) TENANT shall create a community advisory board comprised of eleven (11) members, 1/3 from the immediate East Altamonte community.

(e) TENANT shall manage all programs and activities in accordance with all state and local laws, ordinances, standards and regulations.

Section 8. Use of Leased Premises. The TENANT shall have the use of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to the above-stated purpose set forth in Section 7 hereof during the term of this Lease. The TENANT covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws, rules and regulations of the United States of America, the State of Florida and any local government having jurisdiction over the demised premises; it shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the said building or increase any hazard or risk; and it shall not permit any nuisance on the demised premises. The TENANT shall obtain all required licenses, permits and authorizations prior to conducting any activities on the demised premises.

Section 9. Quiet Possession. The COUNTY shall warrant and defend the TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease; provided, however, that the COUNTY shall have the right of access to and use of the demised premises as are not inconsistent with the use of the demised premises by the TENANT.

Section 10. Utilities. The TENANT shall provide and pay for all lights, gas, electrical current, water, sewers, and all other utility

services used anywhere in, on or about the demised premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.

Section 11. Assignment and Subletting.

The TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of the COUNTY. The TENANT may authorize the use of the demised premises for vocational educational purposes; provided, however, that the TENANT shall not make any charge for the use of the demised premises for said purposes.

Section 12. Hold Harmless/Indemnification. The TENANT agrees to fully and completely hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage the COUNTY and anyone claiming under or through the COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from any use of the premises. In the event that any consideration is deemed to be required in exchange for this indemnification, then TEN AND NO/100 DOLLARS ($10.00) of the value of the consideration granted unto the TENANT shall be deemed to have been given.

Section 13. Insurance.

(a) TENANT is responsible for paying the cost of insurance for the term of this Lease. If TENANT does not maintain insurance as specified herein, this Lease shall be terminated automatically.

(b) The TENANT does further agree that, in order to protect itself as well as the COUNTY, its commissioners, officers, employees and agents under the indemnity agreement provisions hereinafter set forth,

the TENANT shall provide, pay for, and maintain in force at all times during the term of this Lease, and TENANT shall specifically protect the COUNTY by naming the COUNTY as a named insured on the following policies:

(1) General Liability Insurance. The TENANT shall carry limits in an amount not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries, including accidental or wrongful death to any one (1) person and subject to the same limit for each person, and in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) on account of any one (1) occurrence.

(2) Property Damage Insurance. The TENANT shall carry limits in an amount not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for property damage on account of any one (1) claim and in an amount not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) for property damages on account of any one (1) occurrence.

(3) Fire Insurance. The TENANT covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) for damage to the premises and the COUNTY's contents therein. Said insurance shall contain a waiver of subrogation by the insurer. In the event the leased premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenantable, as the TENANT may determine, the COUNTY may rebuild or repair such damaged or destroyed portions and the obligation of the TENANT to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be

untenantable. In the event the COUNTY elects not to rebuild or repair the leased premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(c) Within sixty (60) days of the commencement of this Lease, the TENANT shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. The COUNTY reserves the right to require a certified copy of such policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit TENANT's liability under the provisions of the indemnification clause set forth at Section 13.

(e) The TENANT agrees to insert the substance of this clause, including this paragraph (d), in all assignments and subletting of the leased premises in the event the COUNTY consents to the assignment or subletting.

Section 14. Cancellation and Termination. This Lease may be canceled or terminated by the COUNTY or the TENANT at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of the COUNTY, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

Section 15. Delivery of Possession. If COUNTY shall be unable for any reason whatsoever to deliver possession of the leased premises

on the commencement date of the term hereof, it shall not be liable to TENANT for any damage caused thereby, nor shall this Lease thereby become void or voidable nor shall the term hereof in any way be extended, but in such event TENANT shall not be liable for any rent herein reserved until such time as COUNTY can and does deliver possession.

Section 16. Surrender of Possession. The TENANT agrees to deliver up and surrender to the COUNTY possession of the leased premises at the expiration or termination of this Lease, in as good condition as when the TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon,
bomb, riot, invasion or commotion, military or usurped power. The TENANT agrees that it shall pay for all costs of any trash removal, housecleaning, and repair or correction of damage in excess of normal wear and tear.

Section 17. Removal of Property. The TENANT shall, without demand therefore and at its own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which, by the terms hereof, it may be permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by TENANT and may be retained or disposed of by the COUNTY.

Section 18. Acceptance of Premises By Tenant. The taking of possession of the said leased premises by the TENANT shall be conclusive evidence as against the TENANT that said premises were in good and satisfactory condition when possession of the same was taken. TENANT accepts premises in "as is" condition. The COUNTY makes no warranties, covenants or guarantees as to the demised premises. The COUNTY retains no responsibility as to maintenance of the demised premises.

Section 19. Repair and Maintenance of Premises.

(a) The TENANT agrees to keep the leased premises in good order and repair. TENANT shall be responsible for all repairs and maintenance, with the exception of landscape maintenance and irrigation and major repairs/replacements. The COUNTY assumes responsibility for mowing the premises and maintaining the irrigation system in working order. Maintenance of the irrigation system includes the cost for water to the system, which is separately metered from the building. TENANT further agrees to keep the leased premises clean, and to provide minor repairs/replacements of broken, damaged, stolen or missing doors, locks, door closers, windows, plumbing, heating or air conditioning fixtures and pipes, floors, electrical, stairways, railings, septic or other portions of the leased premises whatever the cause. Major repairs/replacements shall be defined as those repairs/replacements exceeding five hundred dollars ($500.00) and will be the responsibility of the COUNTY.

(b) The TENANT shall keep the said pavements and appurtenances free of debris and trash and expressly agrees to assume sole liability for accidents caused or alleged to have been caused by their defective condition. TENANT agrees to avoid improper use of the sewer system or

the introduction of inappropriate objects or materials into said system. TENANT shall provide adequate extermination services to leased premises during the term of this Lease and provide evidence of same to COUNTY upon demand.

(c) The TENANT may procure and, if installed, shall maintain a suitable floor covering, wall coverings, lighting fixtures, and security devices, however any such items or materials which become permanently attached to the building shall become part of the leased premises and shall not be removed by the TENANT upon termination or expiration of this Lease.

Section 20. Maintaining Security and Safety of Premises. The building, its contents, other improvements or persons on the leased premises must be made secure by devices such as locks, electric devices, safety devices and lighting provided by the TENANT and at TENANT's sole cost. The TENANT, but not the COUNTY, shall be responsible or liable for losses to same due to a breach of security or safety.

Section 21. Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the COUNTY or by the TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 22. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 23. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

FOR COUNTY:

Support Services Manager
Seminole County Government
200 West County Home Road
Sanford, Florida 32773-6179

FOR TENANT:

Gary Cain, President
Boys & Girls Clubs of Central Florida, Inc.
P. O. Box 2987
Orlando, Florida 32802

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 24. Default. Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease.

Section 25. Attorneys' Fees. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be

fixed by the court and shall be made a part of any judgment or decree rendered.

Section 26. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 27 Applicable Law. This Lease shall be construed under and in accordance with the laws of the State of Florida.

Section 28. Conflict of Interest.

(a) The TENANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The TENANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirect-

ly, in the business of the TENANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the TENANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

Witness

Witness

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

By: _____

GARY W. CAIN, President

Date: 6/6/03

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

DARYL G. MCLAIN, Chairman

Date: 7-23-03

For the use and reliance
Seminole County only.
Approved as to form and
legal sufficiency

County Attorney

As authorized for execution by of
the Board of County Commissioners
at their 7-22, 2003
regular meeting.

AC/lpk
2/25/03 5/28/03
rfp-271

FIRST RENEWAL TO EAST ALTAMONTE COMMUNITY CENTER NON-RESIDENTIAL LEASE AGREEMENT (RFP-271)

THIS FIRST RENEWAL is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on July 23, 2003, between **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, whose address is P. O. Box 2987, Orlando, Florida 32802, hereinafter referred to as "TENANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, TENANT and COUNTY entered into the above-referenced Agreement on July 23, 2003, for lease of the East Altamonte Community Center; and

WHEREAS, the parties desire to renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

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

1. **RENEWAL.** The Agreement is hereby renewed for the term of five (5) years from July 24, 2008 through July 23, 2013, unless terminated sooner as provided for therein.

2. Except as herein modified, all terms and conditions of the Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

BOYS & GIRLS CLUB OF
CENTRAL FLORIDA, INC.

_____
, Secretary

By:_____
, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____,20_____
regular meeting.

_____
County Attorney

AEC:sjs
1/10/08
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven:

Name	Parcel I.D. Number
Rosa M. Alvarez-Laboy	10-21-29-518-0000-2260
Jason T. Barngrover and Karin E. Barngrover	21-20-30-501-0A00-0090
Cesarina Caraballo	11-21-29-503-0H00-0300
Mayola Clark	32-19-31-300-0480-0000
Leonor Dillenberger	31-19-31-524-1500-0030
Alberta Gordon	32-19-31-505-0B00-0090
Alberta Gordon	32-19-31-505-0B00-0090
Ornesby Jackson and Annie Jackson	25-19-30-5AG-090C-005A
Marie Knight	36-19-30-548-0000-0140
Melissa A. Lawrence	31-19-31-504-0500-0260
Betty Lemmo'n	02-20-30-510-0000-0480
Minnie Lewis	36-19-30-526-0B00-0010
Claudia E. Lightfoot	11-20-30-509-0000-0400
Ocie Mathis	26-19-30-505-0200-0010
Leo Peterson	34-19-30-5AK-0A00-050B

Total Forgiven $185,949.00

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Sat of Second Mortgage

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 14, 1996 and recorded in Official Records Book 3096, Pages 0735 through and including 0739, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Two Thousand Seven Hundred and No/100 Dollars ($2,700.00) (the "Note"), dated June 14, 1996 and recorded in the Official Records Book 3096, Pages 0740 through and including 0742, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated May 11, 1996, recorded in Official Records Book 3096, Pages 0743 through and including 0745, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 817 Ash Lane, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 226, OAKLAND VILLAGE, SECTION FOUR, PHASE III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 40, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-21-29-518-0000-2260

(the "Property,") were made by **Rosa M. Alvarez-Laboy**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/2/08
P:\Users\lkennedy\My Documents\Community Assistance\Rosa Alvarez-Laboy satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 11, 1997 and recorded in Official Records Book 3344, Pages 0725 through and including 0729, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) (the "Note"), dated December 11, 1997 and recorded in the Official Records Book 3344, Pages 0730 through and including 0732, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated October 30, 1997, and recorded in Official Records Book 3344, Pages 0733 through and including 0735, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 185 Austin Street, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK A, COUNTRY CLUB HEIGHTS, UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 21-20-30-501-0A00-0090

(the "Property,") were made by **Jason T. Barngrover and Karin E. Barngrover,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20___.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
12/18/2007
P:\Users\lkennedy\My Documents\Community Assistance\Jason & Karin Barngrover satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 31, 1996 and recorded in Official Records Book 3179, Pages 0114 through and including 0118, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) (the "Note"), dated December 31, 1996 and recorded in the Official Records Book 3179, Pages 0119 through and including 0121, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated December 5, 1996, recorded in Official Records Book 3179, Pages 0122 through and including 0124, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 321 E. Hillcrest Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOTS 30 AND 31, BLOCK H, WEST ALTAMONTE HEIGHTS SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-29-503-0H00-0300

(the "Property,") were made by **Cesarina Caraballo**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
12/18/07
P:\Users\lkennedy\My Documents\Community Assistance\Cesarina Caraballo satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 6, 1997 and recorded in Official Records Book 3239, Page 0530, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated May 6, 1997 and recorded in Official Records Book 3251, Pages 0731 through 0733, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2830 E. 21st Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST AND THE WEST 66 FEET OF THE EAST 645 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (LESS THE EAST 33 FEET OF THE SOUTH 165 FEET)

Parcel Identification Number: 32-19-31-300-0480-0000

(the "Property,") was made by **Mayola Clark,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements (the "Affordability Period"); and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Affordability Period has now expired and the County deems it appropriate to satisfy the liens created by said Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Mayola Clark satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 30, 1996 and recorded in Official Records Book 3125, Page 0813, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 30, 1996 and recorded in Official Records Book 3129, Pages 1326 through 1328, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2411 DeCosttes Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 15 FEET OF LOT 3 AND ALL OF LOT 4, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 92 THROUGH 94, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

also sometimes identified as:

THE SOUTH 1 /4 OF LOT 3 AND ALL OF LOT 4, BLOCK 15, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 92 THROUGH 94, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-524-1500-0030

(the "Property,") was made by **Leonor Dillenberger,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements (the "Affordability Period"); and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Affordability Period has expired and the County deems it appropriate to proceed with satisfaction of the lien created by the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Leonor Dillenberg satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 12, 1997 and recorded in Official Records Book 3255, Page 1236, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 12, 1997 and recorded in Official Records Book 3303, Pages 0133 through 0135, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2531 Crawford Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK B, A.B. STEVENS ADDITION TO MIDWAY, AS RECORDED IN PLAT BOOK 7, PAGE 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-505-0B00-0090

(the "Property,") was made by **Alberta Gordon,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20_____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Alberta Gordon satisfaction MOA Rehab.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a home repair/rehabilitation assistance SHIP Mortgage (the "Mortgage") dated December 2, 2002 and recorded in Official Records Book 04633, Pages 0300 through and including 0302, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Five Thousand Five Hundred Ninety-seven and 60/100 Dollars ($5,597.60) (the "Note"), dated December 10, 2002 and recorded in the Official Records Book 04633, Pages 0303 through and including 0304, Public Records of Seminole County, Florida, which encumbered the property located at 2531 Crawford Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK B, A.B. STEVENS ADDITION TO MIDWAY, AS RECORDED IN PLAT BOOK 7, PAGE 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-505-0B00-0090

(the "Property,") were made by **Alberta Gordon,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

AS/lpk
12/18/2007
P:\Users\lkennedy\My Documents\Community Assistance\Alberta Gordon satisfaction Mtg & Note.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 12, 1995, and recorded in Official Records Book 2994, Page 1492, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated September 12, 1995, and recorded in Official Records Book 3045, Pages 0637 through 0639, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 616 E 8th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE WEST 30 FEET OF LOT 5, BLOCK 9, TIER C, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, AS RECORDED IN PLAT BOOK 1, PG 56 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AG-090C-005A

(the "Property,") was made by **ORNESBY JACKSON and ANNIE JACKSON** , (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

_____
County Attorney

AWS:sjs
12/21/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 27, 1997 and recorded in Official Records Book 3293, Pages 1867 through and including 1871, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars ($10,000.00) (the "Note"), dated August 27, 1997 and recorded in the Official Records Book 3293, Pages 1872 through and including 1874, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated April 30, 1997, recorded in Official Records Book 3293, Pages 1875 through and including 1877, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2406 S. Lake Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 14, BLOCK 7, DREAMWOLD, THIRD SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 52, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THE SAME BEING A REPLAT OF A PORTION OF DREAMWOLD, THIRD SECTION, PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

ALSO DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 7, DREAMWOLD 3RD SECTION, AS RECORDED IN PLAT BOOK 4, PAGE 70 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST A DISTANCE OF 183.96 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°47'27" WEST A DISTANCE OF 135.70 FEET; THENCE RUN SOUTH 00°01'19" EAST A DISTANCE OF 61.34 FEET; THENCE RUN SOUTH 89°47'52" EAST A DISTANCE OF 135.68 FEET; THENCE RUN NORTH 00°00'00" WEST A DISTANCE OF 61.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES MORE OR LESS AND BEING SUBJECT TO

A 7 FOOT PUBLIC UTILITY EASEMENT ALONG THE WEST LINE OF THIS DESCRIPTION

Parcel Identification Number: 36-19-30-548-0000-0140

(the "Property,") were made by **Marie Knight**, a single woman, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

[ATTESTATION ON PAGE 3 OF 3]

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
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
AWS/lpk
1/2/08
P:\Users\lkennedy\My Documents\Community Assistance\Marie Knight satisfaction.doc

By:_____
BRENDA CAREY, Chairman

Date:_____

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 19, 1997 and recorded in Official Records Book 3308, Pages 0967 through and including 0971, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand One Hundred Twenty-five and No/100 Dollars ($3,125.00) (the "Note"), dated September 19, 1997 and recorded in the Official Records Book 3308, Pages 0975 through and including 0977, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated August 8, 1997, recorded in Official Records Book 3308, Pages 0972 through and including 0974, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1916 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 26 (LESS THE WEST 7 FEET FOR ALLEY) BLOCK 5, BEL-AIRE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 79 AND 79A, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-504-0500-0260

(the "Property,") were made by **Melissa A. Lawrence**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/2/08
P:\Users\lkennedy\My Documents\Community Assistance\Melissa Lawrence satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 31, 2002 and recorded in Official Records Book 04594, Pages 0786 through and including 0789, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated May 31, 2002, and recorded in the Official Records Book 04594, Pages 0790 through and including 0792, Public Records of Seminole County, Florida, which encumbered the property located at 157 Sand Pine Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 48, HIDDEN LAKE VILLAS PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 02-20-30-510-0000-0480

(the "Property,") were made by **BETTY LEMMO'N**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

AS/sjs
1/2/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 30, 1995 and recorded in Official Records Book 3028, Page 0508, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated November 30, 1995 and recorded in Official Records Book 3028, Pages 0505 through 0507, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 211 E. 22nd Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE NORTH 1/2 OF LOTS 1 AND 2, BLOCK B SPURLINGS ADDITION TO SANFORD, AS RECORDED IN PLAT BOOK 2, PAGE 117, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-526-0B00-0010

(the "Property,") was made by **Minnie Lewis,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence until her death in May, 2007; and

WHEREAS, the Owner's estate has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Minnie Lewis satisfaction (deceased).doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 31, 1997 and recorded in Official Records Book 3327, Pages 1252 through and including 1256, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) (the "Note"), dated October 31, 1997 and recorded in the Official Records Book 3327, Pages 1257 through and including 1259 Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated October 2, 1997, recorded in Official Records Book 3327, Pages 1260 through and including 1262, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 268 Live Oak Boulevard, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 40, HIDDEN LAKE VILLAS, PHASE IV ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 26-28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-20-30-509-0000-0400

(the "Property,") were made by **Claudia E. Lightfoot**, a single woman, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/2/08
P:\Users\lkennedy\My Documents\Community Assistance\Claudia Lightfoot satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 21, 1997 and recorded in Official Records Book 3238, Page 0271, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated March 21, 1997 and recorded in Official Records Book 3243, Pages 0012 through 0014, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 1709 W. 11th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 2 OF MEISCH'S SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 84, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 26-19-30-505-0200-0010

(the "Property,") was made by **Ocie Mathis,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence until her death in September, 2002; and

WHEREAS, the Owner's estate has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Ocie Mathis satisfaction (deceased).doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 23, 1995 and recorded in Official Records Book 2920, Page 1341, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated May 23, 1995 and recorded in Official Records Book 3045, Pages 0654 through 0656, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2006 W. 16th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE EAST 43 FEET OF THE SOUTH 1/2 OF LOT 50, BLOCK A, M.M. SMITHS SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

also sometimes identified as:

THE SOUTH 1/2 OF THE EAST 1/3 OF LOT 50, BLOCK A, M.M. SMITHS SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 101, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-5AK-0A00-050B

(the "Property,") was made by **Leo Peterson,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as his residence until his death on January 4, 1998; and

WHEREAS, the Owner's estate has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

AWS/lpk
12/19/2007
P:\Users\lkennedy\My Documents\Community Assistance\Leo Peterson satisfaction (deceased).doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding to cooperatively fund the operation of two information booths and an automated information kiosk at Orlando Sanford International Airport

DEPARTMENT: Economic Development **DIVISION:** Tourism

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute an agreement between the entities of Seminole County, Sanford Chamber of Commerce, Metro Orlando Economic Development Commission, Sanford Airport Authority, and Orlando Sanford International, Inc. to cooperatively fund two information booths and an automated information kiosk at Orlando Sanford International Airport.

County-wide Bill McDermott/Sharon Sears

BACKGROUND:

Since July 2000, a Memorandum of Understanding has been in effect for operation and staffing of two information booths at Orlando Sanford International Airport.

One booth is located in the Welcome Center. Its primary purpose is to provide arriving passengers with information about Seminole County, Sanford, and other pertinent information about the area.

The other booth's location in the Baggage Claim area makes it accessible to domestic and international passengers, and functions as as a clearinghouse for general passenger/customer assistance.

The location of the automated kiosk will be determined at a later date.

The estimated annual budget for calendar year 2008 for both information booths and kiosk is $28,800. Based on the extent of each entity's use and exposure, the booths are being cooperatively funded as follows: Seminole County - $6,720; Sanford Airport Authority - $7,200; Orlando Sanford International, Inc - $7,200; Sanford Chamber of Commerce - $3,840 and the Metro Orlando Economic Development Commission - $3,840.

The funding for this Memorandum of Understanding is budgeted in Tourism Development's 07-08 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize Chairman to execute an agreement between the entities of Seminole County, Sanford Chamber of Commerce, Metro Orlando Economic Development Commission, Sanford Airport Authority, and Orlando Sanford International, Inc. to cooperatively fund two information booths and automated information kiosk at Orlando Sanford International Airport.

ATTACHMENTS:

1. Memorandum of Understanding

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANFORD CHAMBER OF COMMERCE
AND
SEMINOLE COUNTY
AND
METRO ORLANDO ECONOMIC DEVELOPMENT COMMISSION
AND
SANFORD AIRPORT AUTHORITY
AND
ORLANDO SANFORD INTERNATIONAL, INC.
SANFORD, FLORIDA

WHEREAS, the Sanford Chamber of Commerce, hereinafter referred to as SCC; Seminole County, the Metro Orlando Economic Development Commission, hereinafter referred to as EDC; the Sanford Airport Authority, hereinafter referred to as SAA, and Orlando Sanford International, Inc., hereinafter referred to as OSI, are in mutual agreement to fund the operation of two visitors information booths and an automated information kiosk located at Orlando Sanford International Airport. The five previously listed entities, hereafter will be referred to collectively as Info. Partners.

All parties mutually agree as follows:

ARTICLE 1 – TITLE AND DESCRIPTION OF PROJECT

Two visitor information booths are located at Orlando Sanford International Airport. One is located at the Welcome Center. This booth's primary purpose is to provide arriving passengers with information on Sanford and Seminole County, Airport information, and other miscellaneous information. From this location, booth personnel will also provide currency exchange services to passengers with the assistance of ICE Currency Exchange.

The other booth is located within the Baggage Claim Area. This booth's primary purpose is to provide facility and airport information to passengers and meeters and greeters. Activity and interaction with customers is heavy at this booth, it is a clearinghouse for general passenger assistance, and information about Seminole County.

The estimated annual budget for calendar year 2008 for both information booths and kiosk is $28,800, to be paid by each partner, according to the extent of each agency's use and exposure, as follows:

Sanford Airport Authority (SAA)	$7,200.00
Orlando Sanford International, Inc. (OSI)	$7,200.00
Seminole County	$6,720.00
Sanford Chamber of Commerce (SCC)	$3,840.00
Metro Orlando Economic Development Commission (EDC)	$3,840.00

The SCC will handle invoicing and payroll, while OSI will oversee the scheduling, management and administration of both booths and the automated kiosk.

ARTICLE II – REIMBURSEMENT, PERFORMANCE AND ACCOUNTING ARRANGEMENTS

A. Info. Partners will each pay the payment established in Article 1 per calendar year to SCC to cover costs associated with operating both information booths and the automated kiosk. Payment for the upcoming year's operation is due by January 2008.

B. Upon conclusion of a year of operation, any surpluses will either be distributed equally to the Partners, or rolled over into the following year's budget.

ARTICLE III – AMENDMENT

Any changes in the project's scope or services to be furnished under this Memorandum of Understanding shall be formalized by an appropriate written amendment agreed to and signed by all Info Partners detailing the exact nature of the change.

ARTICLE IV – TERM AND EFFECTIVE DATE

This Memorandum of Understanding supersedes any previous agreements between the parties on the subject matter set forth in Article I hereof. The term is for one year, effective January 1, 2008 and will expire on December 31, 2008.

The SCC, Seminole County, EDC, SAA and OSI agree to the provisions of this Memorandum of Understanding as indicated by the signatures of their duly authorized officers.

SANFORD CHAMBER OF COMMERCE

By: _____

Title: _____

Date: _____

METRO ORLANDO ECONOMIC DEVELOPMENT COMMISSION

By: _____

Title: _____

Date: _____

SANFORD AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____

ORLANDO SANFORD INTERNATIONAL, INC.

By: _____

Title: _____

Date: _____

ARTICLE III – AMENDMENT

Any changes in the project's scope or services to be furnished under this Memorandum of Understanding shall be formalized by an appropriate written amendment agreed to and signed by all Info Partners detailing the exact nature of the change.

ARTICLE IV – TERM AND EFFECTIVE DATE

This Memorandum of Understanding supersedes any previous agreements between the parties on the subject matter set forth in Article I hereof. The term is for one year, effective January 1, 2008 and will expire on December 31, 2008.

The S~~S~~CC, Seminole County, EDC, SAA and OSI agree to the provisions of this Memorandum of Understanding as indicated by the signatures of their duly authorized officers.

SANFORD~~/SEMINOLE COUNTY~~ CHAMBER OF COMMERCE

By: Pat Hicks

Title: Executive Director

Date: 11/14/07

SEMINOLE COUNTY

By: _____

Title: _____

Date: _____

METRO ORLANDO ECONOMIC DEVELOPMENT COMMISSION

By: Maureen M. Gray

Title: Vice President / Marketing & Communications

Date: November 5, 2007

SANFORD AIRPORT AUTHORITY

By: [illegible]

Title: Chairman

Date: November 15, 2007

ORLANDO SANFORD INTERNATIONAL, INC.

By: Michael Carter

Title: PR MANAGER

Date: 11/14/07

ATTEST:

_____

MARYANNE MORSE
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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By :_____
BRENDA CAREY, Chairman

Date:_____

As authorized for execution by
the Board of County Commissioners
At their _____ , 20_____
regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-40 - $1,258,945 - Court Support Technology Fee Fund - Restatement of Budget

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-40 through the Court Support Technology Fee Fund in the amount of $1,258,945.00 reallocating the current year budget of the Court Support Technology Fee funded entities in accordance with the approved target allocation formula.

County-wide Lin Polk

BACKGROUND:

The attached Budget Amendment Request reallocates the FY 2007/08 adopted budget within the $2 Court Technology Fee Fund in accordance with Board approval at the November 13, 2007 meeting, utilizing a target formula to allocate the funding among the benefited parties (State Attorney, Public Defender, and the Judiciary). The potential impact of the Criminal Conflict and Civil Regional Counsel is still unknown. The target formula is based on $1.5M.

Updated revenue estimates for the $2 recording fee (imposed on real estate transactions) indicate that budgeted revenues of $1.6M are unlikely to be realized. Accordingly, the budgeted revenue for the Court Support Technology Fee is being lowered from $1.6M to $1.1M. In FY 2006/07 and 2005/06 the County received $1.4M and $1.7M, respectively.

The resulting budget for the entities can be summarized as follows:

Judicial (140362)	
Personal Services	$ 223,126
Operating Expenditures	238,295
	$ 461,421
Guardian ad Litem (140363)	
Operating Expenditures	$ 26,699
Public Defender (140364)	
Personal Services	$ 108,105
Operating Expenditures	222,108
	$ 330,213

State Attorney (140365)	
Personal Services	$ 70,589
Operating Expenditures	363,049
Capital Equipment	37,000
	$ 470,638

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-40 through the Court Support Technology Fee Fund in the amount of $1,258,945.00 reallocating the current year budget of the Court Support Technology Fee funded entities in accordance with the approved target allocation formula.

ATTACHMENTS:

1. 11/13/07 BCC Meeting Agenda Item 56
2. Allocation of Current Year Revenue
3. Budget Amendment

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Follow-up to Budget 2007/08: $2 Court Technology Fund

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lisa Spriggs **EXT:** 7172

MOTION/RECOMMENDATION:
Approve use of the target formula as presented as a means to allocate the funding within the $2 Court Technology Fee Fund and unfreeze the State Attorney's Office position.

County-wide Lisa Spriggs

BACKGROUND:
During the FY2007/08 budget process, staff presented to the Board that there was insufficient funding within the $2 Court Technology Fee Fund to meet the requests of the Court Agencies (Judiciary, State Attorney and Public Defender). The Board directed staff to continue to work with the Agencies to determine a solution that could be utilized for FY2007/08 and on an ongoing basis. The budget was approved inclusive of a newly requested (but frozen) State Attorney position and a negative placeholder to balance the fund pending further review.

Staff has worked with the Court Agencies to review current charges to the Fund and to determine what process could be followed on an ongoing basis. The recommendation is a formula based approach to current and future budgets with a collaborative process of review going forward by County Staff in conjunction with the Court Agencies. Attached is an outline of the proposed process and key points, a fiscal recap of the target formula applied to the FY2007/08 budget, and letters from the Court Agencies expressing their understanding of the process.

Based on the information presented, an amendment to the operating budget for the fund will be presented as part of the December 11 BCC meeting. Staff will continue to work with the Court Agencies to ensure the most efficient and effective use of the dedicated funding.

The recommendation at this time is to approve:

1. The target formula in concept,
2. The State Attorney’s Office position be approved for hire, and
3. The Judiciary vacant position remain frozen.

STAFF RECOMMENDATION:
Board approve use of the target formula as presented as a means to allocate the funding within the $2 Court Technology Fee Fund and unfreeze the State Attorney's Office position.

ATTACHMENTS:

1. State Attorney Letter Dated October 29, 2007
2. Public Defender Letter Dated October 29, 2007
3. Judiciary Letter Dated October 31, 2007
4. $2 Technology Fee Fund - Target Formula Analysis
5. $2 Technology Fee Fund - Target Formula Summary

Additionally Reviewed By:
No additional reviews

OFFICE OF THE STATE ATTORNEY

Brevard County Office
2725 Judge Fran Jamieson Way
Bldg. D
Viera, FL 32940-6605
(321) 617-7510

EIGHTEENTH JUDICIAL CIRCUIT OF FLORIDA
BREVARD AND SEMINOLE COUNTIES

Seminole County Office
101 Bush Blvd.
P.O. Box 8006
Sanford, FL 32772-8006
(407) 665-6000

NORMAN R. WOLFINGER
STATE ATTORNEY

Reply To: Viera

October 29, 2007

Ms. Cynthia Coto
Seminole County Manager
1101 East First Street
Sanford, Florida 32771

Dear Ms. Coto,

As the State Attorney for the 18th Judicial Circuit, I have favored establishing a distribution formula for the $2.00 Technology Fee since its inception. In my view, the distribution formula creates equity and fairness among the Courts, Public Defender and State Attorney Offices. The establishment of, and distribution by a funding formula in Brevard County has demonstrated that participating entities are operating within their individual allotments. Moreover there is a willingness among the entities to support special projects that benefit all parties.

Based upon current projected collections of $1.5 million and the termination of the Article V Technology Board through the repeal of Chapter 29.0086 F.S., the State Attorney supports the following formula as a target for reaching an equitable distribution of available funds:

There will be a 20% set aside of the dollars collected and from this set aside the Guardian ad Litem will receive their funding. The remaining dollars will be divided equally into two portions, with one portion being evenly divided between Public Defender, Court Administration, and State Attorney's Office. The remaining portion will be divided by FTE.

This formula places Court Administration over their allocated targeted budget. At this time, the State Attorney's Office is in agreement with Court Administration receiving dollars from the set aside to cover this year's shortfall, with the understanding that Court Administration will provide detail and timeline on how they will lower their following year's expenditures to reach the targeted budget distribution.

This formula assesses no administrative cost to any of the participating entities. Additionally, any monies found to have been misallocated in prior years will be returned to the set aside; no contracts or purchases will be made by the county without authorization from the individual entities; and a Memorandum of Understanding will be drafted to ensure future clarification on the targeted budget.

I want to express my appreciation to Lisa Spriggs for working with my staff to resolve the issues with the Article V Technology Fee expenditures and budget. If you have any additional questions, please let me know.

Sincerely,

NORMAN R. WOLFINGER

NRW/sm

2725 JUDGE FRAN JAMIESON WAY
BUILDING E
VIERA, FLORIDA 32940
TELEPHONE: (321) 617-7373

POST OFFICE BOX 8004
101 BUSH BOULEVARD
SANFORD, FLORIDA 32772-8004
TELEPHONE: (407) 665-4524

OFFICE OF THE

PUBLIC DEFENDER

EIGHTEENTH JUDICIAL CIRCUIT
BREVARD & SEMINOLE COUNTIES

BLAISE TRETTIS
EXECUTIVE ASSISTANT

MARY LU TOMBLESON
EXECUTIVE DIRECTOR

JAMES RUSSO
PUBLIC DEFENDER

October 29, 2007

Ms. Cynthia Coto
Seminole County Manager
1101 East First Street
Sanford, Florida 32771

Dear Ms. Coto,

I have favored establishing a distribution formula for the $2.00 Technology Fee since its inception. In my view, the distribution formula creates equity and fairness among the Courts, Public Defender and State Attorney Offices. The establishment of, and distribution by a funding formula in Brevard County has demonstrated that participating entities are operating within their individual allotments. Moreover there is a willingness among the entities to support special projects that benefit all parties.

Based upon current projected collections of $1.5 million and the termination of the Article V Technology Board through the repeal of Chapter 29.0086 F.S., I support the following formula as a target for reaching an equitable distribution of available funds:

There will be a 20% set aside of the dollars collected and from this set aside the Guardian ad Litem will receive their funding. The remaining dollars will be divided equally into two portions, with one portion being equally divided between the Public Defender, Court Administration, and the State Attorney. The remaining portion will be weighted by FTE.

The budget request submitted by Court Administration for FY07/08 exceeds their allocation under this formula. Recognizing that transition time is required, the Public Defender agrees, this one time, to Court Administration borrowing dollars from the set aside to cover this year's shortfall, with the understanding that a detailed plan and timeline for meeting their succeeding year's expenditures within budget limitations is submitted.

This formula assesses no administrative cost to any of the participating entities. Additionally, any monies found to have been misallocated in prior years will be returned to the set aside; no contracts or purchases will be made by the county without authorization from the individual entities; and a Memorandum of Understanding will be drafted to ensure future clarification on the targeted budget.

I appreciate the work of Lisa Spriggs. Her leadership was a critical component to resolving the issues with the Article V Technology Fee expenditures and budget. If you have any additional questions, please let me know.

Sincerely yours,

James Russo
Public Defender

RECEIVED
NOV 0 1 2007
SEMINOLE COUNTY
COUNTY MANAGER

Circuit Court
Eighteenth Judicial Circuit of Florida

COUNTIES OF BREVARD AND SEMINOLE

CLAYTON D. SIMMONS
CHIEF JUDGE

SHERRY ROBINSON
Judicial Assistant

SEMINOLE COUNTY COURTHOUSE
301 N. PARK AVE.
SANFORD, FL 32771
(407) 665-4299
FAX: (407) 665-4287

October 31, 2007

Ms. Cynthia Coto
County Manager
Seminole County
1101 East First St.
Sanford, FL 32771

Re: Article V Technology Fee

Dear Ms. Coto:

Wayne Fountain, our Court Technology Officer, advises that the Article V Technology Fee stakeholders agreed to a tentative budget on October 26, 2007.

On behalf of the Courts we agreed to work with the County to minimize the technology budget during this budget year. To this end we agreed to freeze the Network Administrator position vacated by Wayne Fountain, for the time being. If in the future this proves to be an unacceptable impediment to Court functions, we reserve the right to revisit this issue. As an interim solution, to offset the loss of this vacant management function, it was agreed that one of our Computer Support Technicians would be reclassified to a Technology Project Manager position.

I want to make certain everyone understands that the loss of the Network Administrator and the severe reduction in technology funding for the Courts will put a strain on the Court technology function. While the Courts are willing to cooperate with the County in this current fiscal environment, this should in no way be construed to be a concession that Court technology support by the County is limited to the revenue generated by the $2.00 Article V Technology Fee.

Respectfully,

Clayton D. Simmons
Chief Judge

Court Technology Fee Fund
FY2007/08 Budget

$2 Fee Collected		$ 1,500,000
GAL	35,000	
County/Contingency	265,000	
20% to contingency, County, and GAL		300,000
Remaining 80%		1,200,000
50% Allocated Equally		
State Attorney	200,000	
Public Defender	200,000	
Judicial	200,000	600,000
50% Allocated by FTE*		
State Attorney (106)	270,638	
Public Defender (51)	130,213	
Judicial (78)	199,149	600,000
		$ -

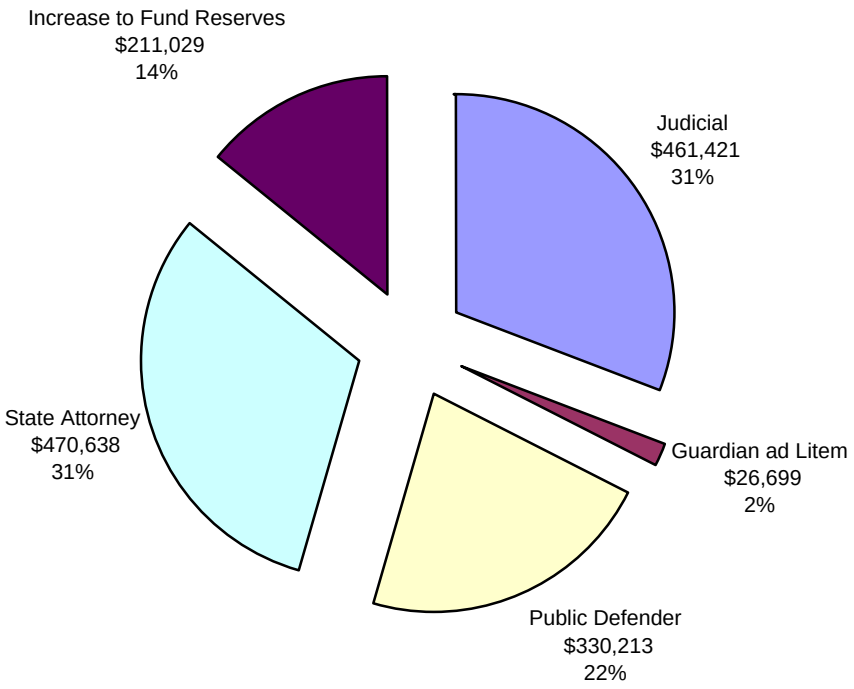
	FY08 Budget	Formula Allocation	Over (under)	Additional Allocation	Reduction
State Attorney	$ 436,878	$ 470,638	$ 33,760	$ -	$ 33,760
Public Defender	369,240	330,213	(39,027)	-	(39,027)
Judicial	755,339	399,149	(356,190)	100,000	(256,190)
	$ 1,561,457	$ 1,200,000	$ (361,457)	$ 100,000	$ (261,457)

$2 Court Technology Fee Fund

- Court Agencies to work toward living within the funding provided through the agreed upon formula (revisiting annually and holding each other accountable):
    - 20% of annual fee collected to support Guardian Ad lietum and provide a contingency for joint projects and other agreed upon uses.
    - Remaining 80% –
        - 50% Allocated Equally
        - 50% Allocated by FTE, with Judicial FTE modified for inclusion of 16 court rooms as 1 FTE each.
- Formula modified in FY2007/08 to include approximately $100,000 additional funding to Judicial to provide a transitional means to fund current operations, while efficiencies are being implemented.
- County to charge no administration charge for network support/infrastructure. Based on evaluation of the services provided directly to the Court Agencies in support of court technology requirements allowable to be paid by the fee, it was determined that the services could be absorbed through normal operations. This will allow the funding to be used solely in support of direct expenditures for technology needs of the Agencies. Reimbursement of fund for part of the previous charges to be made to establish contingency October 1, 2007.
- County to take full responsibility for switches/routers supporting court facilities.
- Court Agencies in conjunction with County will look to the most cost effective means to continue to operate with regard to computer equipment (lease vs. buy, equipment requirements, software licensing etc.).
- One of the four Judiciary positions funded through the Technology Fee Fund is currently vacant. The position will remain frozen, allowing the Judiciary to modify operations and reevaluate need. Additionally, the position funding will be eliminated as a means to bring the Judiciary budget down to the targeted allocation.
- The State Attorney requested through the FY2007/08 budget process that a position be funded. The State Attorney currently has no positions funded. The position is accommodated by the State Attorney's current allocation under the target formula.
- Going forward annual budget meetings will be held with County staff and the Court Agencies to formulate recommendations to the Board regarding funding upon review of budget requests and target allocation formula.

Note: The funding formula will need to be revisited to incorporate support for the Criminal Conflict and Civil Regional Counsels offices established through legislation passed in 2007. Staff is currently working with representatives from this newly established agency to determine the impact. The current requirements are unknown.

Court Support Technology Fund
Allocation of Current Year Revenues
FY 2007/08



2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	1/16/08 Date
Budget Manager	Date
Director	Date
08-40 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Information Technology Services**
Fund(s): **Court Support Technology Fee Fund**

PURPOSE: To reallocate FY 2007/08 budget in line with agreed upon allocation formula.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
		See Attached	$ 1,258,945
Total Sources			**$ 1,258,945**

Uses:

Account Number	Project #	Account Title	Amount
		See Attached	$ 1,258,945
Total Uses			**$ 1,258,945**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

Sources:

Account Number	Project #	Account Title	Amount
11400.140361.540101		Other Charges / Obligations – Internal	$ 886,600
11400.140362.510120		Regular Salaries and Wages	54,430
11400.140362.510210		Social Security Matching	4,164
11400.140362.510220		Retirement Contributions	5,362
11400.140362.510230		Health and Life Insurance	8,745
11400.140362.530340		Contracted Services	4,500
11400.140362.530400		Travel and Per Diem	7,500
11400.140362.530440		Rental and Leases	123,423
11400.140362.530510		Office Supplies	1,500
11400.140362.530520		Operating Supplies	55,370
11400.140362.530521		Operating Supplies – Equipment	2,400
11400.140362.530540		Books, Dues, Publications	26,850
11400.140363.530440		Rentals and Leases	2,037
11400.140363.530520		Operating Supplies	4,925
11400.140364.530440		Rentals and Leases	40,037
11400.140364.530520		Operating Supplies	400
11400.140365.530440		Rentals and Leases	12,216
11400.999905.599998		Reserve for Contingencies	18,486
Total Sources			**$ 1,258,945**

Uses:

Account Number	Project #	Account Title	Amount
11400.140361.550101		Contra Account – Direct Charges	$ 704,949
11400.140362.510240		Workers Compensation	326
11400.140364.530490		Other Charges and Obligations	1,410
11400.140365.530490		Other Charges and Obligations	52,260
11400.341100		Recording Fees	500,000
Total Uses			**$ 1,258,945**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-43 - $31,500 - Library Services - Library Donation Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-43 through the Library Donation Fund in the amount of $31,500.00 to recognize a donation from The Friends of the Library and appropriate budget for the expenditures.

County-wide Lin Polk

BACKGROUND:
The Friends of the Library regularly make donations to the Seminole County Library. This donation will be used to assist in funding the children's summer program and to purchase additional books for circulation.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-43 through the Library Donation Fund in the amount of $31,500.00 to recognize a donation from The Friends of the Library and appropriate budget for the expenditures.

ATTACHMENTS:

1. BAR #08-43

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Analyst	Date
Budget Manager	Date
Director	Date
08-43 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Library Services
Fund(s): Library Donations Fund

PURPOSE: Recognize donation of fund from The Friends of the Library and create budget for appropriate expenditure of funds.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
60303.366100		Donations	31,500
Total Sources			**$ 31,500**

Uses:

Account Number	Project #	Account Title	Amount
60303.044210.530340		Contracted Services	$12,000
60303.044210.530470		Printing & Binding	500
60303.044210.530520		Operating Supplies	18,900
60303.044210.530520		Books Dues & Publications	100
Total Uses			**$ 31,500**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to Schedule & Advertise Final Public Hearing - Charter Oaks/Tamarak MSBU

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Kathy Moore **EXT:** 7179

MOTION/RECOMMENDATION:
Request Board authorization to schedule and advertise a final public hearing for the Charter Oaks/Tamarak Municipal Services Benefit Unit.

District 1 Bob Dallari Kathy Moore

BACKGROUND:

Board authorization is required to schedule and advertise a final public hearing to consider a resolution establishing final assessments for the wall reconstruction accomplished via the Charter Oaks/Tamarak MSBU. The date of the public hearing (March 2008) is dependent on the construction completion date (estimated as mid-February). Prior to the public hearing, notification detailing the final costs and the public hearing information will be mailed to district property.

The Charter Oaks/Tamarak MSBU was created by the BCC on February 8, 2005. Preliminary assessments per property were recorded at that time and were based on estimated project cost. As per MSBU Program Guidelines, a final public hearing is to be held following completion of project construction. The purpose of this second Public Hearing is to finalize and update proposed non-ad valorem assessments based on actual project cost. Actual cost is projected to be in line with estimated costs and authorized contingency provisions.

This project represents the second of two wall reconstruction projects approved as pilot site locations for considering wall reconstruction as a Seminole County MSBU project type.

STAFF RECOMMENDATION:
Staff recommends Board authorization to schedule and advertise a final public hearing for the Charter Oak/Tamarak Municipal Services Benefit Unit.

ATTACHMENTS:

1. Ordinance

Additionally Reviewed By:
No additional reviews

ORDINANCE NO. 2005-3 SEMINOLE COUNTY, FLORIDA

ORDINANCE

AN ORDINANCE CREATING THE CHARTER OAKS/TAMARAK MUNICIPAL SERVICES BENEFITS UNIT FOR THE PURPOSE OF WALL RECONSTRUCTION WITHIN THE UNIT; PROVIDING BOUNDARIES OF SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID UNIT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE METHOD OF FINANCING TO BE ADVANCED BY SEMINOLE COUNTY FROM COMMERCIAL LENDING SOURCES OR MSBU PROGRAM FUNDS; PROVIDING FOR PAYMENT IN FULL OR BY TEN ANNUAL INSTALLMENTS FOR CONSTRUCTION IMPROVEMENTS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A PRELIMINARY LIST OF ASSESSMENTS FOR ASSESSMENT; COLLECTION BY THE UNIFORM METHOD PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, INCLUSION IN SEMINOLE COUNTY CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County, Florida has the authority to establish a Municipal Services Benefits Unit pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of Municipal Services Benefits Units, and the proposed CHARTER OAKS/TAMARAK MUNICIPAL SERVICES BENEFITS UNIT will be administered under the criteria as established by the Board of County Commissioners for said Municipal Services Benefits Units, and

WHEREAS, an Economic Impact Statement has been prepared and is available for public review in accordance with the provisions set forth in the Seminole County Home Rule Charter,

WHEREAS, the Board of County Commissioners has approved the hereinafter described project;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

BK 3 1 9 PG 0 4 8 5

Section 1. SHORT TITLE. This Ordinance shall be known and referred to as the CHARTER OAKS/TAMARAK MSBU Ordinance.

Section 2. CREATING UNIT; IMPROVEMENTS. There is hereby created within Seminole County, the CHARTER OAKS/TAMARAK MSBU for the purpose of reconstructing the subdivision wall and entranceway walls within the unit. Said unit shall encompass the following described area of Seminole County, Florida:

The following properties within the CHARTER OAKS/TAMARAK subdivision within Section 25, Township 21, Range 30, Seminole County, Florida.
Parcels:

25213050500000010	25213050500000170	25213050500000330
25213050500000020	25213050500000180	25213050500000340
25213050500000030	25213050500000190	25213050500000350
25213050500000040	25213050500000200	25213050500000360
25213050500000050	25213050500000210	25213050500000370
25213050500000060	25213050500000220	25213050500000380
25213050500000070	25213050500000230	25213050500000390
25213050500000080	25213050500000240	25213050500000400
25213050500000090	25213050500000250	25213050500000410
25213050500000100	25213050500000260	25213050500000420
25213050500000110	25213050500000270	25213050500000430
25213050500000120	25213050500000280	25213050500000440
25213050500000130	25213050500000290	25213050500000450
25213050500000140	25213050500000300	25213050500000460
25213050500000150	25213050500000310	25213050500000470
25213050500000160	25213050500000320	

The improvements consist of providing the removal of the existing wall located on Dike Road and the construction of a replacement wall with an entranceway structure located at the subdivision entrance located at the intersections of Dike Road and Bomi Circle. Construction will include approximately 563 linear feet brick wall with a minimum height of 6 feet, inclusive of entrance structures as per proposed in Exhibit "B" and in accordance with County Building code requirements for wall construction. The

property owners will be responsible for the installation of landscaping and irrigation provisions, as well as all wall, landscaping and irrigation related maintenance and repairs.

Section 3. POWERS AND DUTIES OF BOARD. The unit shall be governed by the Board of County Commissioners of Seminole County, Florida, which board shall have the following powers and duties:

(a) To provide for the collection and disbursal by the County of such funds as may be necessary to pay the expenses for improvements within the unit.

(b) To provide for, or contract for, the final engineering design and construction of the improvements as set forth in Section 2.

(c) To levy special assessments upon property abutting, adjoining, and contiguous to such improvement when such property is specially benefited by such improvement.

(d) To levy special assessments upon any property which is specially benefited and abuts, adjoins, and is contiguous to such improvement, but which may have been omitted from the hereinafter described preliminary assessment listing, upon giving sufficient notice to the owners of such property and holding a public hearing to consider any comments, objections or other relevant information to arrive at such decision to levy such special assessments.

(e) To provide method of financing to be from a commercial source or from County funds as authorized by the administrative procedures for Municipal Services Benefits Units.

Section 4. INTEREST AND ADMINISTRATIVE COSTS. All property owners desiring to pay in ten (10) annual installments will be assessed interest at a projected rate of approximately five and 25/100 percent

(5.25%), and an administrative cost of ten percent (10%). Final interest rates are subject to financing terms available from selected lending source.

Section 5. ASSESSMENT FORMULA. The assessment formula used to determine the amount to be assessed is the per parcel method based on parcel location relative to the wall. Parcels abutting the wall will be assessed one and one quarter (1.25) benefit units; non-abutting parcels will be assessed one (1) benefit unit.

Section 6. PRELIMINARY LIST OF ASSESSMENTS. The amounts set forth in Exhibit "A" are preliminary assessments on the property being improved and are based on estimated costs of improvements detailed in Section 2 above.

Section 7. METHOD OF ASSESSMENT AND COLLECTION. All special assessments which may result as herein provided for in Exhibit "A" shall be assessed and collected by the uniform method pursuant to Section 197.3632, Florida Statutes.

Section 8. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 9. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such

BK 3 1 9 PG 0 4 8 8

intention; providing, however, that Sections 8, 9 and 10 shall not be codified.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 8th day of February 2005.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley

Carlton Henley, Chairman

BK 319 PG 0489

Exhibit A

Improvements, Estimated Cost & Benefiting Properties

BK319PG0490

Exhibit A

Improvements:

1. Removal of existing wall structure and related debris.
2. Construction of a brick screen wall with a minimum height of 6 feet, approximately 563 feet in length with entrance structures located at the intersection of Dike Road and Bomi Circle. Gallagher Loop entrances.

Estimated Cost of Improvements:

Estimated Construction & Engineering Costs	$ 133,323.00
Estimated Contingency @ 5%	$ 6.667.00
Estimated County Administrative Fee @10%	$ 14,000.00
Estimated Tax Collector Fees	$ 1,031.00
Total Estimated Cost of Project	$ 155,021.00

Estimated Total Cost Per Property

The estimated assessment if paid at time of project completion is $4,008.00 per abutting parcel; $3,206.00 per non-abutting. The estimated annual assessment with 10 year financing is $501.00 per abutting parcel; $400.00 per non-abutting.

Benefiting properties:

25213050500000010	25213050500000170	25213050500000330
25213050500000020	25213050500000180	25213050500000340
25213050500000030	25213050500000190	25213050500000350
25213050500000040	25213050500000200	25213050500000360
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25213050500000060	25213050500000220	25213050500000380
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25213050500000100	25213050500000260	25213050500000420
25213050500000110	25213050500000270	25213050500000430
25213050500000120	25213050500000280	25213050500000440
25213050500000130	25213050500000290	25213050500000450
25213050500000140	25213050500000300	25213050500000460
25213050500000150	25213050500000310	25213050500000470
25213050500000160	25213050500000320	

BK 319 PG 0491

Exhibit B

Proposed Design

BK319PG0492

Seminole Masonry, Inc.
Jamie Hodges
1726 W. Broadway Street
Oviedo, FL 32765

Office: 407-971-2464
Cell: 407-467-4806
Fax: 407-971-2519

Proposal

Charter Oaks H.O.A.
Attn: Helen Summerville
Phone: 407-679-9164
Fax: 407-677-1379

June 15, 2004

Project: Charter Oaks #04-086

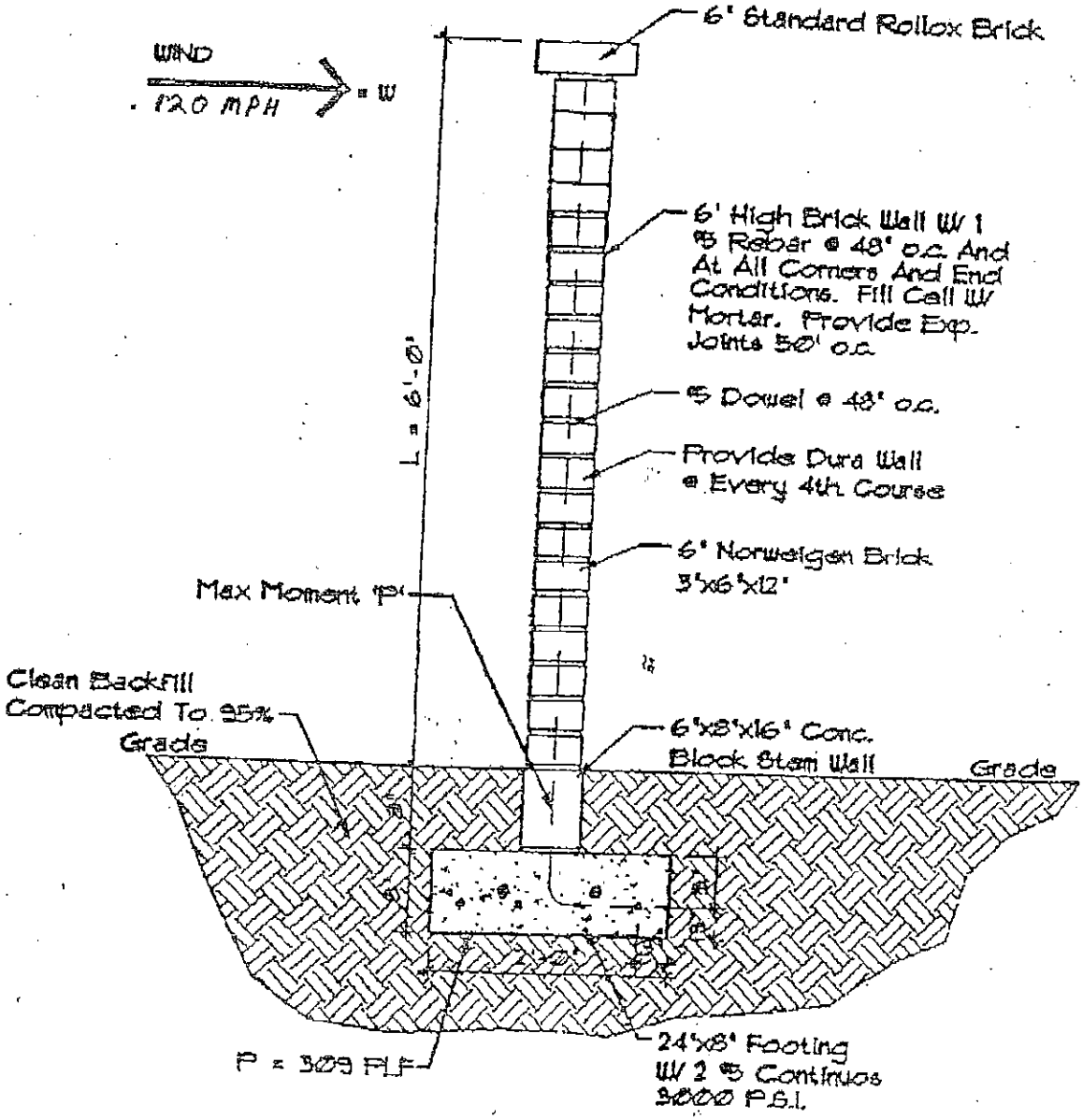
Jackson Brick Grey Mud

This proposal is for the construction of:

SAME AS ALTAMONTE GLEN

1. 563 L.F. of 6' high a.f.g. brick screen wall with a standard brick rowlock cap
2. (20) 18" x 18" x 6'-8" a.f.g. brick columns with a brick cap @ 30' o.c. spacing
3. (2) 25' long x 8'-0" high a.f.g. arched brick sign walls with a standard brick rowlock cap. (these sign walls will match the picture supplied of a sign wall @ Dunhill)
4. (2) 2'-0" high planter walls @ each sign wall with standard brick rowlock cap — OAK PARK
5. (4) 30" x 30" x 7'-6" high a.f.g. brick columns with brick caps. (these columns will be located @ each end of the sign walls)
6. Demo of (41) existing columns, 563 L.F. of wood fence, removal of 6+/- trees, and 563 L.F. of 4'-0" wide existing sidewalk
7. Installation of 563 L.F. of 5'-0" wide by 4" thick sidewalk to replace sidewalk that was removed

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

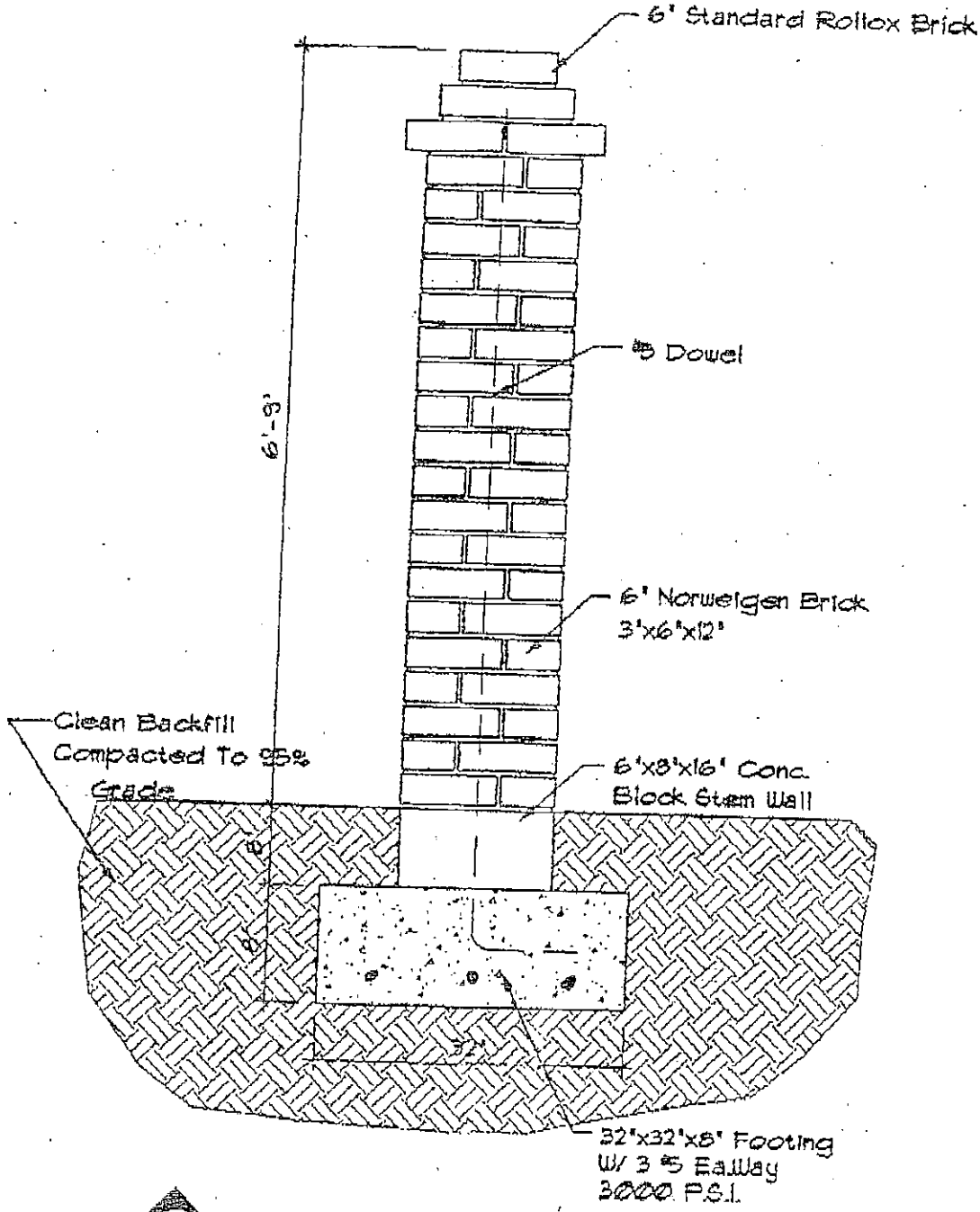


A/2 BRICK WALL DETAIL

Scale: 3/4" = 1'-0"

BK 319 PG 0494

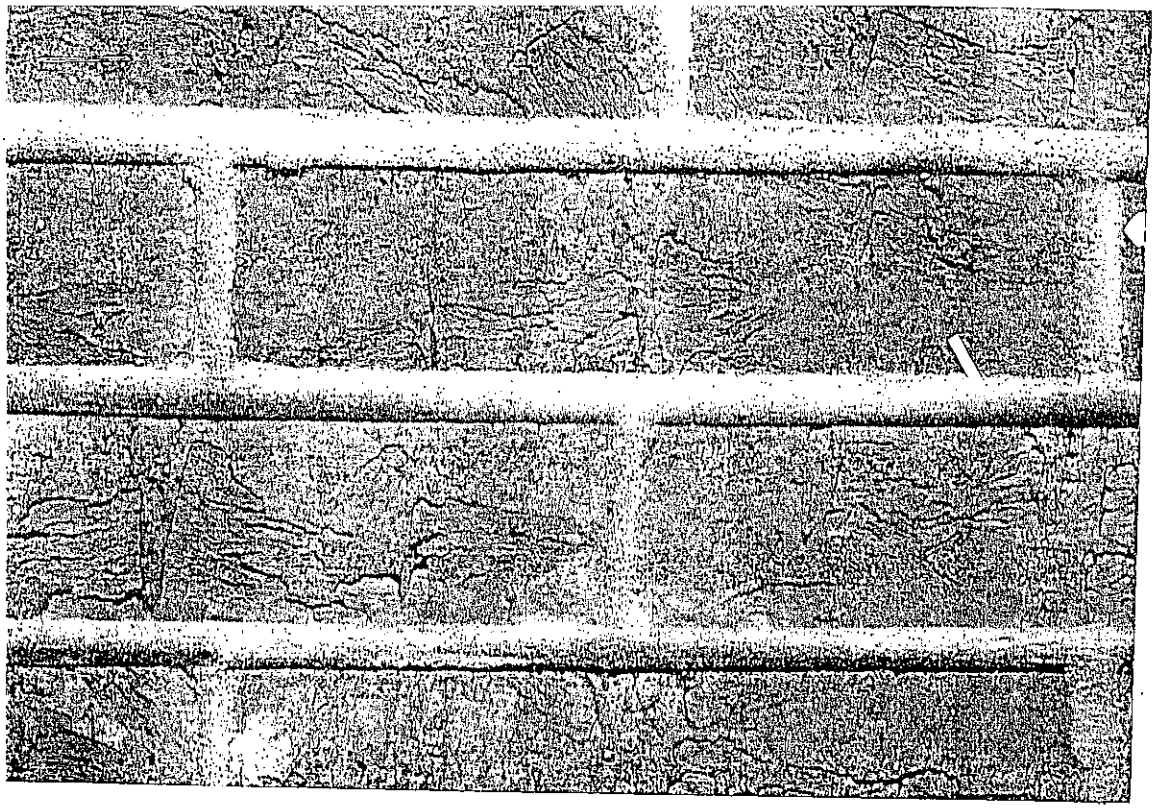
LEGIBILITY UNSATISFACTORY
FOR MICROFILMING



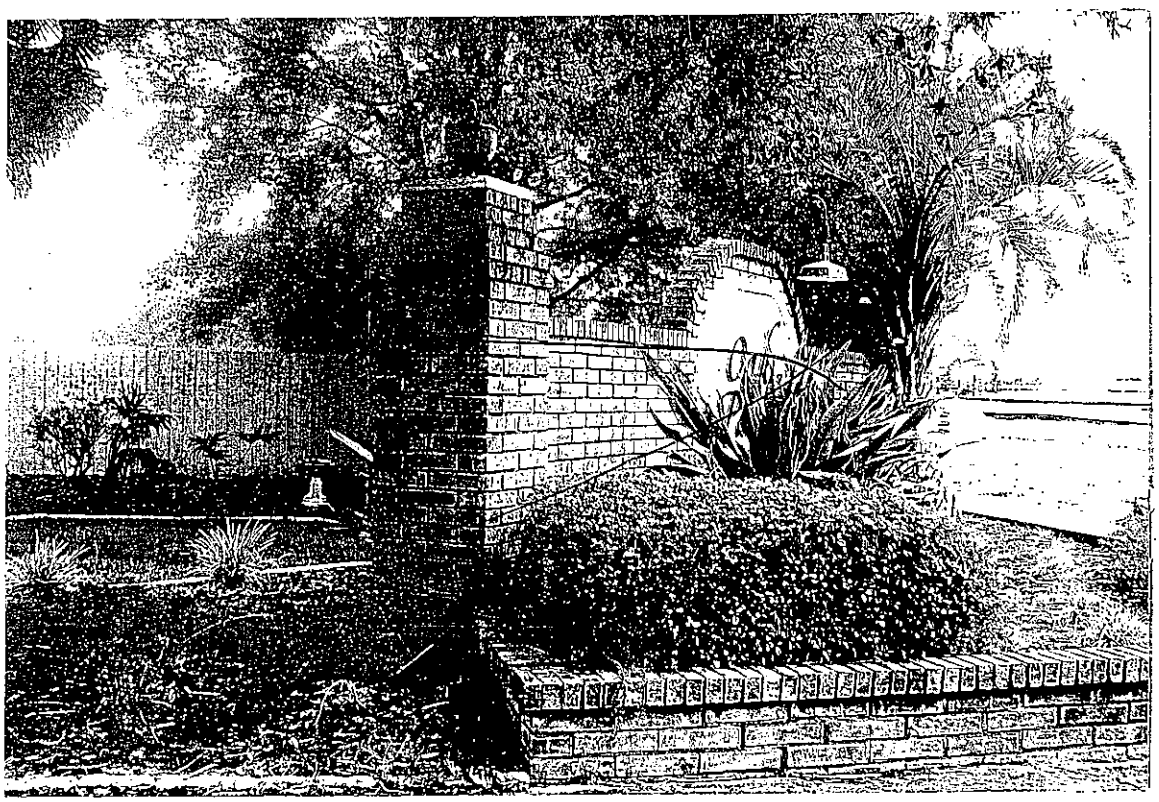
A/1 BRICK COLUMN DETAIL

Scale: 3/4"=1'-0"

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING



Brick + Planter Box



LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Soldiers Creek / Seminole Softball Club, Inc. Priority Use Agreement

DEPARTMENT: Leisure Services **DIVISION:** Parks and Recreation

AUTHORIZED BY: Joe Abel **CONTACT:** Steve Waring **EXT:** 2001

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Special Priority Use Agreement with Seminole Softball Club, Inc. and to further approve the mutual termination of the existing Special Priority Use Agreement.

District 2 Michael McLean Joe Abel

BACKGROUND:
Seminole Softball Club, Inc. has used Soldiers Creek Park since 1983 under a priority use agreement to pay the fees established by the Board of County Commissioners. Seminole County Leisure Services and Seminole Softball Club, Inc. would like to terminate this existing agreement and execute an agreement to enter into a partnership that allows for Seminole County Leisure Services to provide youth girls recreational softball in partnership with Seminole Softball Club, Inc. This partnership will include an 80%/20% split of all gross revenue from league play. Also included in this priority use agreement is the option for Seminole Softball Club, Inc. to either pay the facility fees as approved by the Board of County Commissioners or pay an 80%/20% split of all tournament gross revenue.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Special Priority Use Agreement with Seminole Softball Club, Inc. and to further approve the mutual termination of the existing Special Priority Use Agreement.

ATTACHMENTS:

1. Agreement
2. Mutual Termination of Special Priority Use Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

SPECIAL PRIORITY USE AGREEMENT

THIS SPECIAL PRIORITY USE AGREEMENT is made and entered into this _____ day of _____, 20____ between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **SEMINOLE SOFTBALL CLUB, INC.**, a Florida non-profit organization, whose mailing address is Post Office Box 196475, Winter springs, Florida 32719-6475, hereinafter referred to as "SOFTBALL CLUB".

NOW, THEREFORE, in further consideration of the mutual covenants and promises stated herein between the COUNTY and SOFTBALL CLUB, the parties hereby agree as follows:

SECTION 1. SPECIAL PRIORITY USE. The COUNTY does hereby grant a special priority use to SOFTBALL CLUB for the COUNTY owned premises known as the Softball Fields at Soldier's Creek Park. Said special priority use shall allow SOFTBALL CLUB to reserve the use of said premises prior to said use being offered to any other party. Provided, however, that SOFTBALL CLUB shall exercise said reservation only during the reservation period to be established by the COUNTY. SOFTBALL CLUB shall have the right to reserve said premises for any date during each year pursuant to this document, provided the right is exercised during said reservation period. In the event SOFTBALL CLUB fails to exercise said right during said period, the COUNTY shall have the right to reserve said premises for the use of parties other than SOFTBALL CLUB.

SECTION 2. SERVICES TO BE PROVIDED BY SOFTBALL CLUB.

(a) SOFTBALL CLUB, upon consent and approval of the Leisure Services Director or his designee, shall be on the site at all times reasonably necessary for the performance of the job responsibilities specified by this Agreement.

(b) SOFTBALL CLUB, at its sole cost, will administer criminal background checks for SOFTBALL CLUB's coaches and volunteers. Background checks must be completed prior to the first day of working with participants.

(c) SOFTBALL CLUB will provide additional equipment as necessary to ensure safe and proper play, including uniforms, first aid, ice and water.

(d) SOFTBALL CLUB is responsible for all promotional and registration materials necessary for its program and events taking place at Soldier's Creek Park.

(e) SOFTBALL CLUB shall provide a quality program at Soldier's Creek Park which must be acceptable to and approved in advance by the COUNTY's Leisure Services Director, whose determination of acceptance shall be final. If performance is not acceptable, the league may be canceled.

(f) SOFTBALL CLUB will make all necessary pre-league arrangements such as preparing and assembling needed materials and equipment, coaches' training, communication with parents and practice/game schedules.

(g) SOFTBALL CLUB will keep an accurate record of participant registrations, session dates, gross/net receipts total, and percentage

total and report same to the COUNTY as requested by the COUNTY's Leisure Services Director.

(h) SOFTBALL CLUB will secure release forms and provide the COUNTY's Leisure Services Department with copies of registration and release forms signed on forms approved by the COUNTY.

(i) SOFTBALL CLUB will provide the COUNTY's Leisure Services Department with schedules at least fourteen (14) days prior to start of program. Any changes must be submitted with seven (7) days advance notice. All scheduling must be approved by the COUNTY prior to starting of programs.

(j) SOFTBALL CLUB is responsible for coordinating with the COUNTY's Leisure Services Department to ensure program does not interfere with events of the COUNTY or the public. Program must yield to events/needs of the COUNTY, notwithstanding the provisions of this Agreement.

(k) SOFTBALL CLUB will be responsible for hiring of all staff or recruiting of volunteers needed to have proper ratios.

(l) Any sponsorships will be obtained by SOFTBALL CLUB and must be approved by the COUNTY.

(m) SOFTBALL CLUB agrees to make all required tax and insurance payments arising from this Agreement, including, but not limited to, FICA, FIT and unemployment compensation insurance.

(n) Any tax obligation arising from additional employees will be the responsibility of SOFTBALL CLUB.

(o) SOFTBALL CLUB further agrees to conduct itself in such a manner as to advance good relations for the COUNTY and its citizens

and ensuring that its officers, employees, contractors, agents and volunteers shall do likewise.

(p) SOFTBALL CLUB further agrees to control and conduct demeanor and appearance of employees, agents, representatives, customers and patrons. Upon objection by the COUNTY's Leisure Services Director concerning the conduct, demeanor or appearance of any such person, SOFTBALL CLUB shall immediately take all necessary steps to correct the course of such objection.

(q) SOFTBALL CLUB shall not conduct any business or activity at Soldier's Creek Park not specifically authorized by this Agreement, unless approved by the COUNTY.

(r) SOFTBALL CLUB shall contract exclusively with the COUNTY for its program services and no other club or organization without the written approval of the COUNTY.

SECTION 3. SERVICES TO BE PROVIDED BY THE COUNTY.

(a) The COUNTY will be responsible for the registration and collection of fees from each participant in all of SOFTBALL CLUB's classes/programs at Soldier's Creek Park unless otherwise agreed upon or specified.

(b) The COUNTY will provide the use of softball fields owned by the COUNTY for SOFTBALL CLUB's practice, leagues and tournament purposes.

(c) The COUNTY will maintain its softball fields and equipment in good working condition and any maintenance or repairs will be corrected in a timely manner by the COUNTY.

(d) The COUNTY will provide promotion/advertising for the SOFTBALL CLUB's classes/programs at Soldier's Creek Park through the COUNTY's web site and the COUNTY's leisure service guide.

SECTION 4. REVENUE SHARING. The COUNTY and SOFTBALL CLUB shall share all SOFTBALL CLUB's program revenues generated at Soldier's Creek Park with the COUNTY to receive twenty percent (20%) of the revenue and SOFTBALL CLUB to receive eighty percent (80%) of the revenue. The COUNTY shall be responsible for the collection and accounting for such revenue and shall submit to SOFTBALL CLUB its eighty percent (80%) on a monthly basis no later than the 15th day of each month.

SECTION 5. TERM. This Agreement shall be effective as of January 1, 2008, notwithstanding the date it is executed by the parties, and shall terminate on July 30, 2009.

SECTION 6. HOLD HARMLESS. SOFTBALL CLUB agrees to hold harmless, indemnify and defend the COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to SOFTBALL CLUB's use of Soldier's Creek Park or exercise of SOFTBALL CLUB's rights under this Agreement.

SECTION 7. INSURANCE.

(a) General. SOFTBALL CLUB shall, at SOFTBALL CLUB's own cost, procure the insurance required under this Section.

(1) SOFTBALL CLUB shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability).

The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SOFTBALL CLUB, SOFTBALL CLUB shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, SOFTBALL CLUB shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, SOFTBALL CLUB shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by SOFTBALL CLUB shall relieve SOFTBALL CLUB of SOFTBALL CLUB's full responsibility for performance of

any obligation including SOFTBALL CLUB's indemnification of the COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, SOFTBALL CLUB shall, as soon as SOFTBALL CLUB has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SOFTBALL CLUB has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SOFTBALL CLUB shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of SOFTBALL CLUB, SOFTBALL CLUB shall, at SOFTBALL CLUB's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by SOFTBALL CLUB and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) SOFTBALL CLUB's insurance shall cover SOFTBALL CLUB for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. SOFTBALL CLUB will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SOFTBALL CLUB and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

$ 500,000.00	(Each Accident)
$1,000,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) SOFTBALL CLUB's insurance shall cover SOFTBALL CLUB for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by SOFTBALL CLUB (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(d) Coverage. The insurance provided by SOFTBALL CLUB pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of SOFTBALL CLUB.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve SOFTBALL CLUB, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 8. THIRD PARTY USE OF PREMISES. Nothing herein shall prevent the reservation or use of the Soldier's Creek Park by parties other than SOFTBALL CLUB.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

SEMINOLE SOFTBALL CLUB, INC.

_____

By:_____

TONI HARDY, Secretary

MARTIN REISS, President

[Corporate Seal]

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

_____

County Attorney

AEC/lpk
1/16/08
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MUTUAL TERMINATION OF SPECIAL PRIORITY USE AGREEMENT

THIS MUTUAL TERMINATION of Agreement is made and entered into this _____ day of _____, 20__, by and between **SEMINOLE SOFTBALL CLUB, INC.**, whose mailing address is P.O. Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as "SOFTBALL CLUB", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on March 13, 2006, the parties entered into an Agreement for special priority use of Soldier's Creek Park; and

WHEREAS, the parties have chosen to enter into a new agreement for use of Soldier's Creek Park, with significantly different terms,

NOW, THEREFORE,

1. SOFTBALL CLUB and COUNTY hereby agree that the Special Priority Use Agreement issued on March 13, 2006, as amended on April 3, 2007, is hereby terminated.

2. The parties agree that no obligations are due each other under said Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST: SEMINOLE SOFTBALL CLUB, INC.

_____ By:_____

TONI HARDY, Secretary MARTIN REISS, President

(CORPORATE SEAL) Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____,20___
regular meeting.

_____

County Attorney

AEC/lpk
1/30/08
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: St. John's River Water Management District request to install monitoring wells at Sylvan Lake and Lake Mills Parks

DEPARTMENT: Leisure Services **DIVISION:** Streetscapes and Trails

AUTHORIZED BY: Joe Abel **CONTACT:** Bryan Nipe **EXT:**

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute a Permissive Use Agreement with the St. Johns River Water Management District to access and install three monitoring wells at Sylvan Lake Park and one at Lake Mills Park.

District 1 Bob Dallari
District 5 Brenda Carey

Bryan Nipe

BACKGROUND:
St. Johns River Water Management District would like permission to install three (3) monitoring wells at Sylvan Lake Park and one (1) at Lake Mills for data collection. SJRWMD is working with the County's Environmental Services Department in monitoring water quality for these areas of the County.

STAFF RECOMMENDATION:
Staff recommends that the Chairman execute the Permissive Use Agreement to install three (3) monitoring wells at Sylvan Lake Park and one (1) at Lake Mills for the purpose of monitoring water quality in these areas of the County.

ATTACHMENTS:

1. Monitoring Well Request
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

St. Johns River
Water Management District
Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

June 27, 2007

Joe Gasparini
Manager Parks & Recreation
Seminole County
264 W. North Street
Altamonte Springs, FL 32714

Re: Permission from Seminole BCC (Lake Sylvan Park) to install three (3) monitoring wells at Sylvan Lake Park for data collection. This property being Located in Sections 26, Township 19S, Range 29E, Seminole County, Florida.

Dear Mr. Gasparini,

St. Johns River Water Management District would like permission to install three (3) monitoring wells at Sylvan Lake Park for data collection. as shown on Exhibits A (location maps) and B (Parcel Tax Card).

For your consideration, please find enclosed a Permissive Use Agreement for signature. The Permissive Use Agreement provides a written document allowing District personnel or contractors permission to access the site and releases you, the landowner, from liability. The District maintains its own insurance and is responsible for any employees or contractors that visit the site. If this meets with your approval, please print out the agreement in duplicate and sign where indicated on both originals and return to me in the enclosed stamped envelope. I will return a fully executed original for your records.

We appreciate your cooperation in allowing us to collect this important data. If I can assist you in any way, please feel free to call me at 1-800-451-7106 extension 4201.

Sincerely,

Maretza C. Le Donne
Associate Land Acquisition Agent
Division of Land Acquisition

Enclosure

cc: Raymond B. Bunton, Jr.
Mark Ward

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE
John G. Sowinski, VICE CHAIRMAN ORLANDO
Ann T. Moore, SECRETARY BUNNELL
Duane L. Ottenstroer, TREASURER JACKSONVILLE
R. Clay Albright OCALA
Susan N. Hughes PONTE VEDRA
William W. Kerr MELBOURNE BEACH
Ometrias D. Long APOPKA
W. Leonard Wood FERNANDINA BEACH

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Bryan Nipe, Manager, Streetscapes and Trails Division

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: December 10, 2007

Subject: Permissive Use Agreement between Seminole County and the St. Johns River Water Management District

---

Attached is a copy of a letter dated November 30, 2007, from Maretza Le Donne, Associate Land Acquisition Agent with the St. Johns River Water Management District (District) concerning the captioned Permissive Use Agreement (Agreement) proposed between the District and the County. In addition, I am forwarding the two (2) original, executed Agreements to you for safekeeping.

As you will recall, this Agreement sets forth the terms and conditions for the District to construct and maintain data collection monitoring wells on property owned by the County. The wells will be located at Sylvan Lake Park and Lake Mills Park.

The Agreement is legally acceptable as to form and substance and ready for placement by your Department on the next available Board of County Commissioners' (BCC) agenda for consideration. Your Department must review Exhibits "A", "B" and "C" to the Agreement as well to verify the accuracy of each depiction. Subsequent to BCC approval of the Agreement, please ensure that one (1) fully executed original document is returned to the District for its records.

Should you have questions concerning the foregoing or need additional information, please contact me.

Attachments:
Letter dated November 30, 2007
Two (2) original Agreements

cc: Joe Abel, Director, Leisure Services Department
Ann Colby, Assistant County Attorney

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St. Johns River
Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at *www.sjrwmd.com.*

RECEIVED
COUNTY ATTORNEY'S OFFICE
2007 DEC -3 AM 10: 31

November 30, 2007

Susan E. Dietrich
Assistant County Attorney
Seminole County Attorney's office
1101 E First Street
Sanford, Fl 32771

Re: Executed Permissive Use Agreement by St. Johns River Water Management District for the Sylvan Lake Park and Lake Mills Park data collection monitoring wells.

Dear Ms. Dietrich,

Enclosed please find two executed original Permissive Use Agreements. After you have submitted it to your Board of County Commissioners' for consideration please insert the date of County execution at the top of the face page of the document and return to me a fully executed original for our records.

We appreciate your cooperation in allowing us to collect this important data. If I can assist you in any way, please feel free to call me at 1-800-451-7106 extension 4201.

Sincerely,

Maretza C. Le Donne
Associate Land Acquisition Agent
Division of Land Acquisition

Enclosure

cc: Raymond B. Bunton, Jr.
Mark Ward

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE
Susan N. Hughes, VICE CHAIRMAN PONTE VEDRA
Ann T. Moore, SECRETARY BUNNELL
W. Leonard Wood, TREASURER FERNANDINA BEACH
Michael Ertel OVIEDO
Hersey "Herky" Huffman ENTERPRISE
Arlen N. Jumper FORT McCOY
William W. Kerr MELBOURNE BEACH
Duane L. Ottenstroer JACKSONVILLE

SEMINOLE COUNTY/ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
PERMISSIVE USE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, whose mailing address is P.O. Box 1429, Palatka, Florida 32178-1429, hereinafter referred to as the "DISTRICT".

W I T N E S S E T H:

WHEREAS, COUNTY is the fee simple owner of certain real property known as Sylvan Lake Park, located in Seminole County, Florida, as more particularly identified in Exhibit "A," attached hereto and by reference made a part hereof; and

WHEREAS, DISTRICT desires to utilize COUNTY's property for the purposes of monitoring and observing environmental and hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing three (3) monitoring wells, water level sensors and data recorders, staff gauges (water level measuring rods), and other scientific equipment in a portion of Sylvan Lake Park, hereinafter referred to as the "Sylvan Lake Well Site" as depicted on Exhibit "A", to assist the DISTRICT with its minimum flows and levels program; and

WHEREAS, COUNTY is the fee simple owner of certain real property known as Lake Mills Park, located in Seminole County, Florida, as more particularly identified on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, DISTRICT desires to utilize COUNTY's property for the purposes of monitoring and observing environmental and hydrogeologic conditions by locating, drilling, constructing, operating, inspecting, maintaining, repairing and removing three (3) monitoring wells, water level sensors and data recorders, staff gauges (water level measuring rods), and other scientific equipment in a portion of Lake Mills Park, hereinafter referred to as the "Lake Mills Well Site" as depicted on Exhibit "C", attached hereto and incorporated herein to assist the DISTRICT with its minimum flows and levels program; and

WHEREAS, COUNTY is desirous of granting to DISTRICT the right to utilize the Sylvan Lake and Lake Mills Well Sites, hereinafter referred to as "Well Sites", to accomplish the aforementioned purposes,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and DISTRICT, both intending to be legally bound, hereby agree as follows:

1. COUNTY hereby grants DISTRICT, its employees, representatives and agents, the right and privilege to utilize the Well Sites to locate, drill, construct, operate, inspect, maintain, repair and remove the aforedescribed six (6) wells, sensors, recorders, gauges and other equipment for environmental and hydrogeologic monitoring purposes on, upon and across the Well Sites; and attain ingress and egress to and upon the Well Sites for the purpose of exercising the rights and privileges granted herein.

2. This permissive use is granted for a term of twenty (20) years commencing on the date first written above and continuing in full force and effect during said term unless revoked as described hereinbelow.

3. COUNTY retains the right to use the Well Sites in any manner not inconsistent with the rights herein granted to DISTRICT. The COUNTY does not warrant or represent that the Well Sites are safe or suitable for the purpose for which the DISTRICT is permitted to use them, and the DISTRICT assumes all risks in their use.

4. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the wavier of any other provision.

5. Prior to initial use of the Well Sites by DISTRICT, DISTRICT shall give COUNTY at least forty-eight (48) hours notification. DISTRICT agrees that any and all work performed in the Sylvan Lake and Lake Mills Parks, including but limited to, the Well Sites in association with this Agreement shall be accomplished in a safe manner utilizing standard industry practices and in accordance

with applicable Federal, State, and local statutes, rules, regulations, and ordinances.

6. Upon termination of this Agreement, or revocation by the COUNTY, DISTRICT shall, at DISTRICT's sole cost and expense, remove all equipment, accessories, and materials owned by DISTRICT from the Sylvan Lake and Lake Mills Parks and Well Sites, plug the six (6) monitoring wells and restore the Sylvan Lake and Lkae Mills Parks and Well Sites to as good a condition as they were before DISTRICT entered upon them and otherwise comply with all applicable Federal, State, and local statutes, rules, regulations, and ordinances.

7. DISTRICT shall not allow the public to access, utilize, or go upon the DISTRICT's monitoring wells, water level sensors, data recorders, staff gauges and scientific or other equipment at the Well Sites and shall install a six feet (6') green chain link fence with a four feet (4') walk gate surrounding each of the six (6) Well Sites and its appurtenant equipment.

8. DISTRICT shall provide to COUNTY annual copies of any and all data collected as a result of DISTRICT's environmental and hydrogeological monitoring activities in the Parks.

9. The license herein granted is subject to revocation by the COUNTY if the Well Sites are not utilized for the purposes outlined in this Agreement or if there is a change in ownership of the Parks.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

ATTEST:

_____

Approved by the Office
of General Counsel

_____
for STANLEY J. NIEGO, Esquire
Assistant General Counsel
St. Johns River Water
Management District

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
KIRBY B. GREEN, III
Executive Director

Date: November 29, 2007

ATTEST:

_____
MARYANNE MORSE
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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

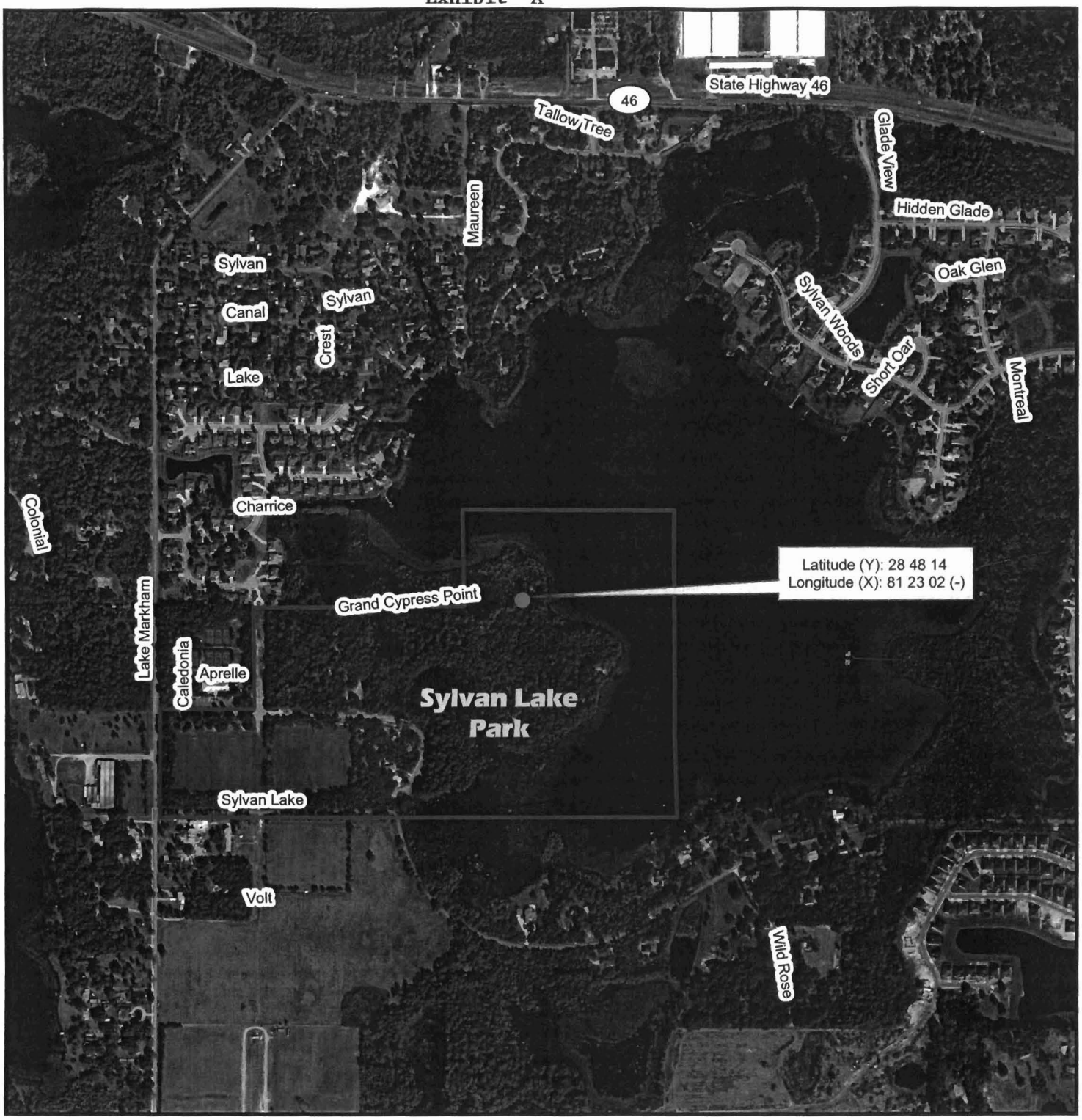
By: _____
CARLTON HENLEY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

SED/lpk
10/2/07 10/30/07
P:\Users\lkennedy\My Documents\Misc\SJRWMD permissive use agt.doc
Attachments:
Exhibit "A"-Depiction of Sylvan Lake Park and Well Site Area
Exhibit "B"-Depiction of Lake Mills Park
Exhibit "C"-Lake Mills Site Map

Exhibit "A"



Seminole County, FL

0.08 0.04 0 0.08 Miles

1:10415

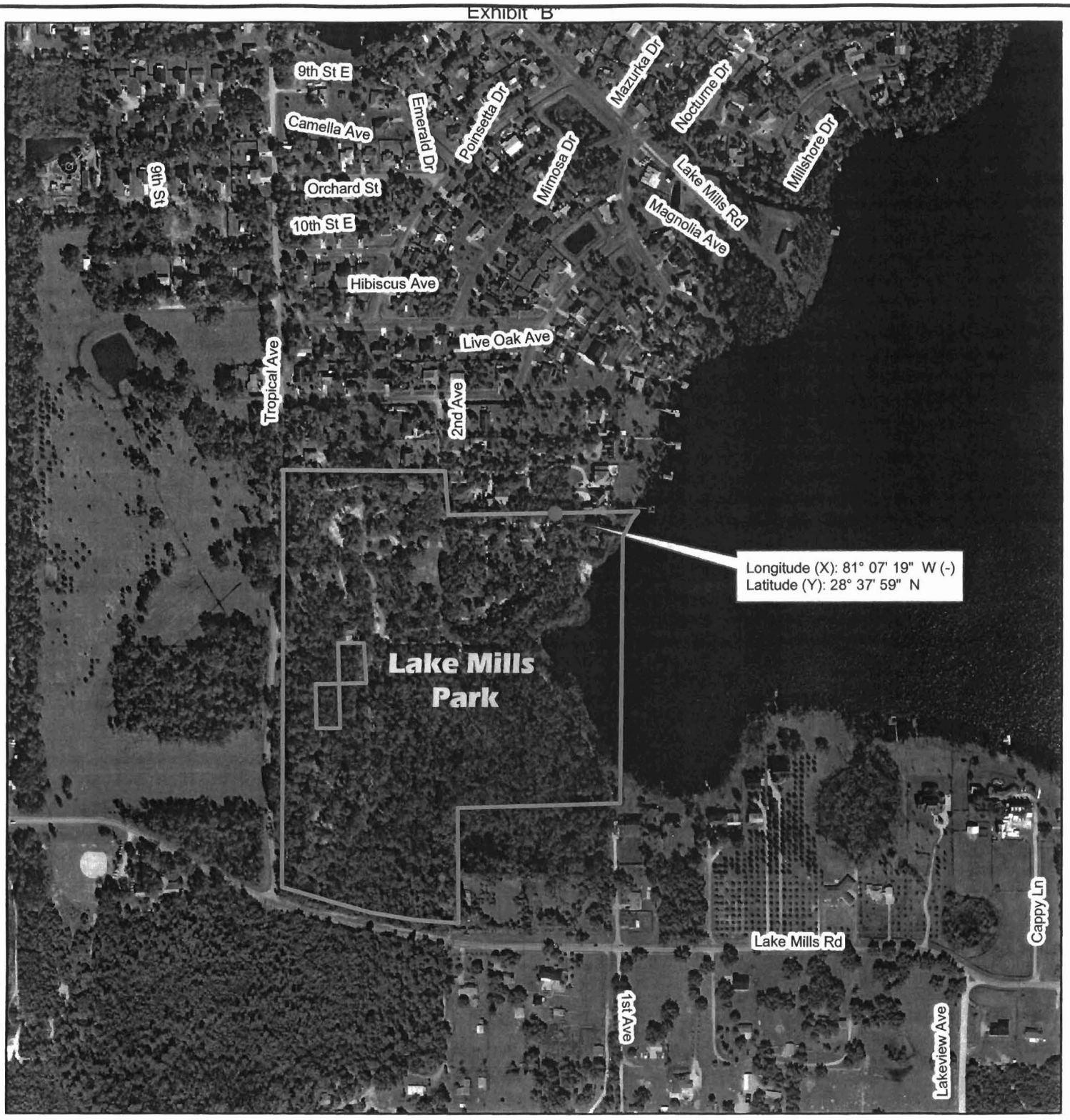
Sylvan Lake Park

S26 T19S R29E
Lat 284814
Long 812302

The St. Johns River Water Management District prepares and uses this Information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems,Program Management, P.O.Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176

Author: Mledonne. Source:G:\ASSOCIATE\WELLS\Seminole County-Lake Sylvan Park.mxd, Time:10/22/2007 11:38:45 AM

Exhibit "B"



Seminole County, FL

1:6236

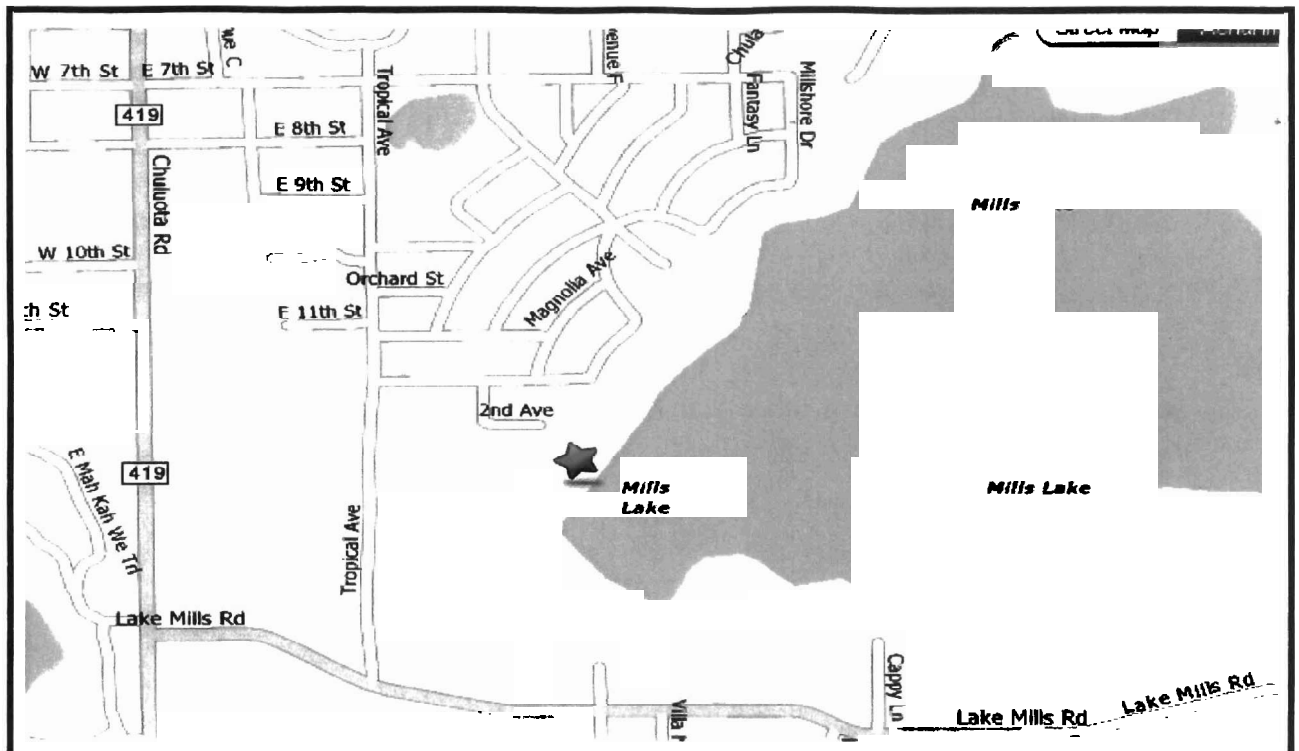
0.1 0.05 0 Miles

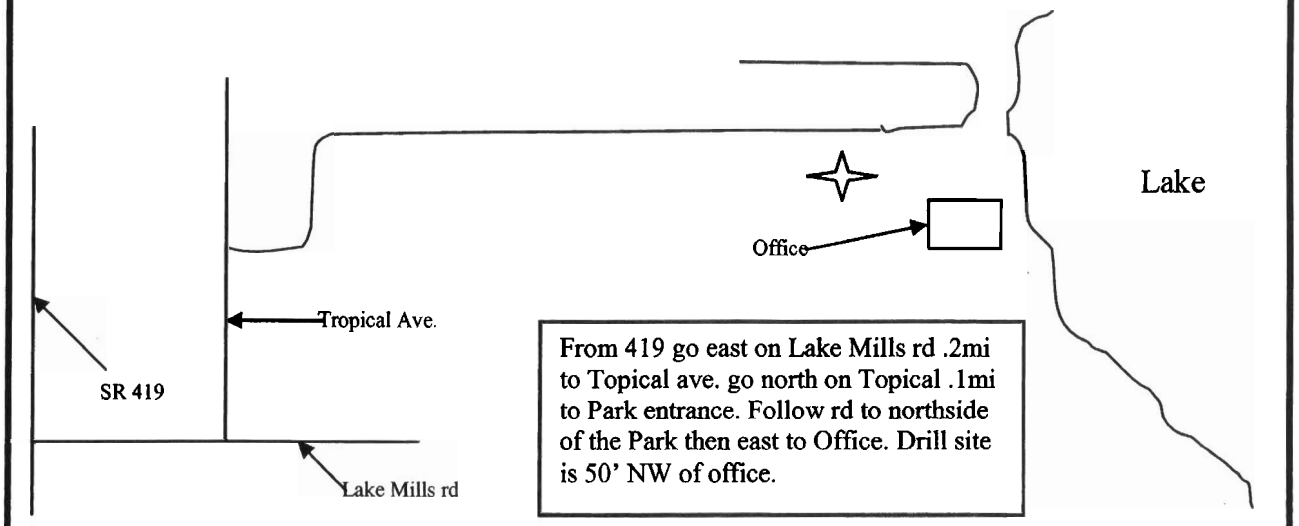
Lake Mills Park

S28 T21S R32E
Lat 283759
Long 810719

The St. Johns River Water Management District prepares and uses this Information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems,Program Management, P.O.Box 1429, 4049 Reid Street Palatka, Florida 32178-1429 Tel: (386) 329-4176.

Exhibit "C"





Site:	Lake Mills	**SJRWMD**
Lat/Long:	283759/810719	
TRS		
Topo	Geneva	
Site Elevation:		
Project No:	5111-04001	**Figure 1. Site Map**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Creek Side Acres Final Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Denny Gibbs **EXT:** 7387

MOTION/RECOMMENDATION:
Approve, and authorize the Chairman to execute, the final plat for Creek Side Acres located on Snowhill Road in Section 03, Township 21S, Range 32E.

District 1 Bob Dallari
District 2 Michael McLean

Tony Walter

BACKGROUND:

The applicant, Lou Tulp for Yarborough Ranch Properties, is requesting approval of the final plat for Creek Side Acres. The plat consists of three (3) tracts over 6,548.39 acres more or less and is zoned A-5 and A-10. The property is situated with Snowhill Road on the west, the St. Johns River/County Line on the east; the north side is bounded primarily by the Little Big Econ State Forest and extends south beyond the Econlockhatchee River. The 6,548 acres are in Townships 20 and 21 S, and Ranges 32 and 33 E.

Tract 1 and Tract 2 consists of approximately 5,187 acres. These tracts will transfer to St. John's River Water Management District and be preserved as part of the Little Big Econ State Forest. Tract 1 and Tract 2 contain approximately 1,017 acres of uplands, 2,884 acres of wetlands, and the balance is sovereign land.

Tract 3 is approximately 1,360.49 acres with 891 acres of uplands and is reserved for future development with the density not to exceed 300 units. This development would require a new subdivision plan under the Optional Cluster Provisions in the Seminole County Land Development Code under Section 30.109.

The plat meets all applicable requirements of Chapter 35, Seminole County Land Development Code and Chapter 177, Florida Statutes.

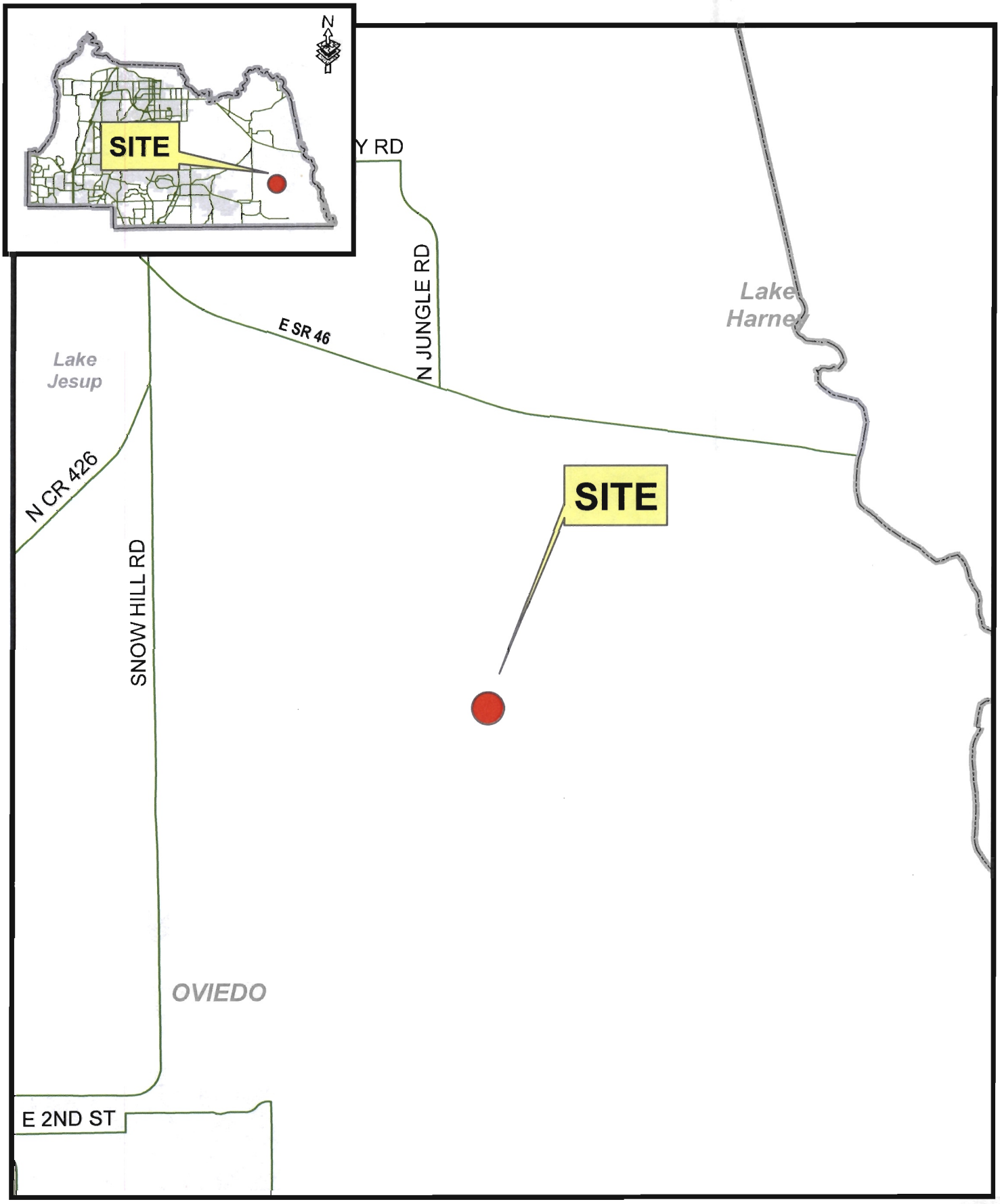
STAFF RECOMMENDATION:
Staff recommends that the Board approve, and authorize the Chairman to execute, the final plat for Yarborough Ranch located on Snowhill Road in Section 03, Township 21S, Range 32E.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Plat Page 1
5. Plat Page 2
6. Plat Page 3
7. Plat Page 4
8. Plat Page 5
9. Plat Page 6
10. Plat Page 7
11. Open space easement 011608
12. Development Order
13. DO Exhibit B
14. DO Exhibit C

Additionally Reviewed By:

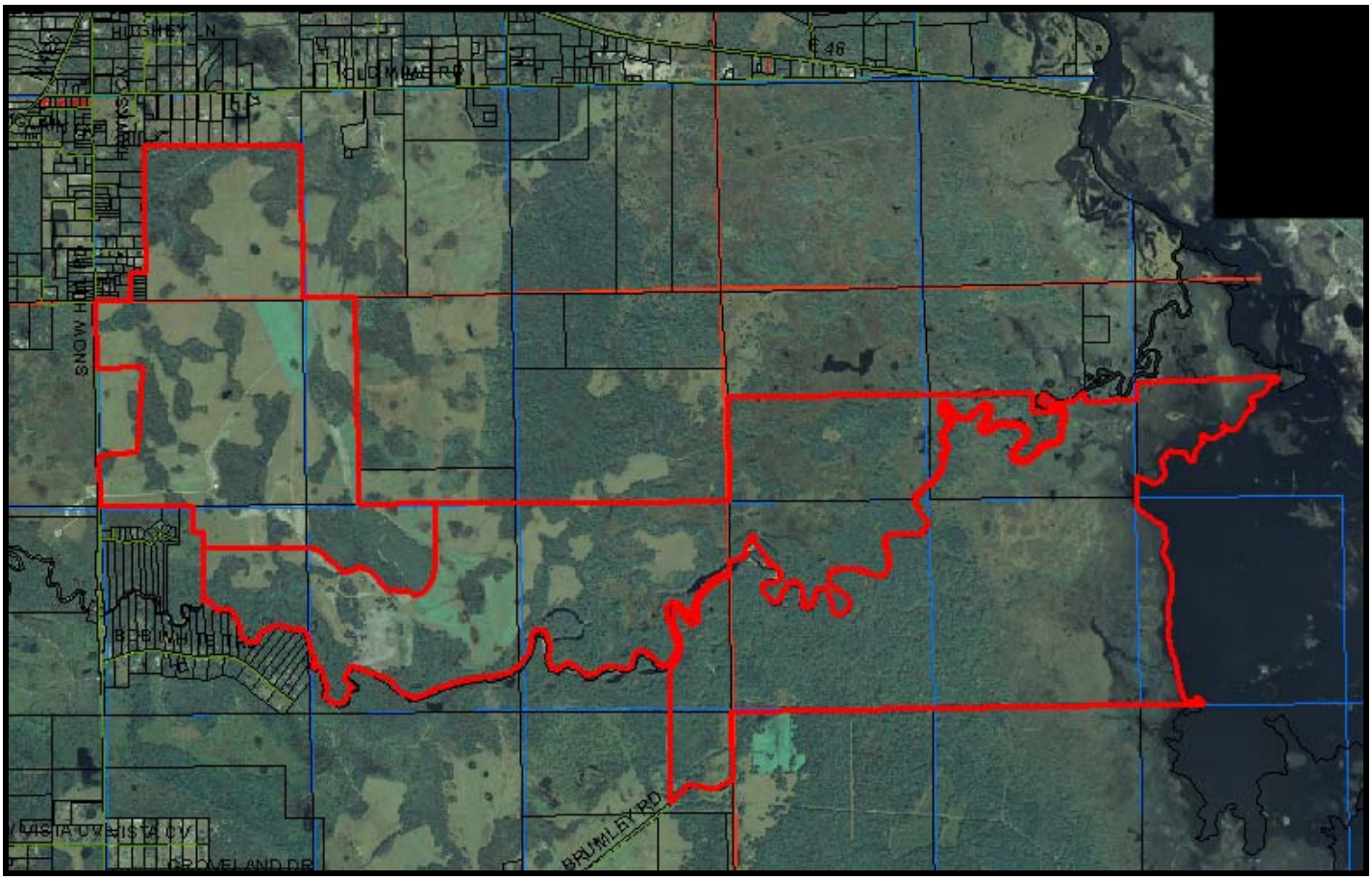
☑ County Attorney Review (Kathleen Furey-Tran)



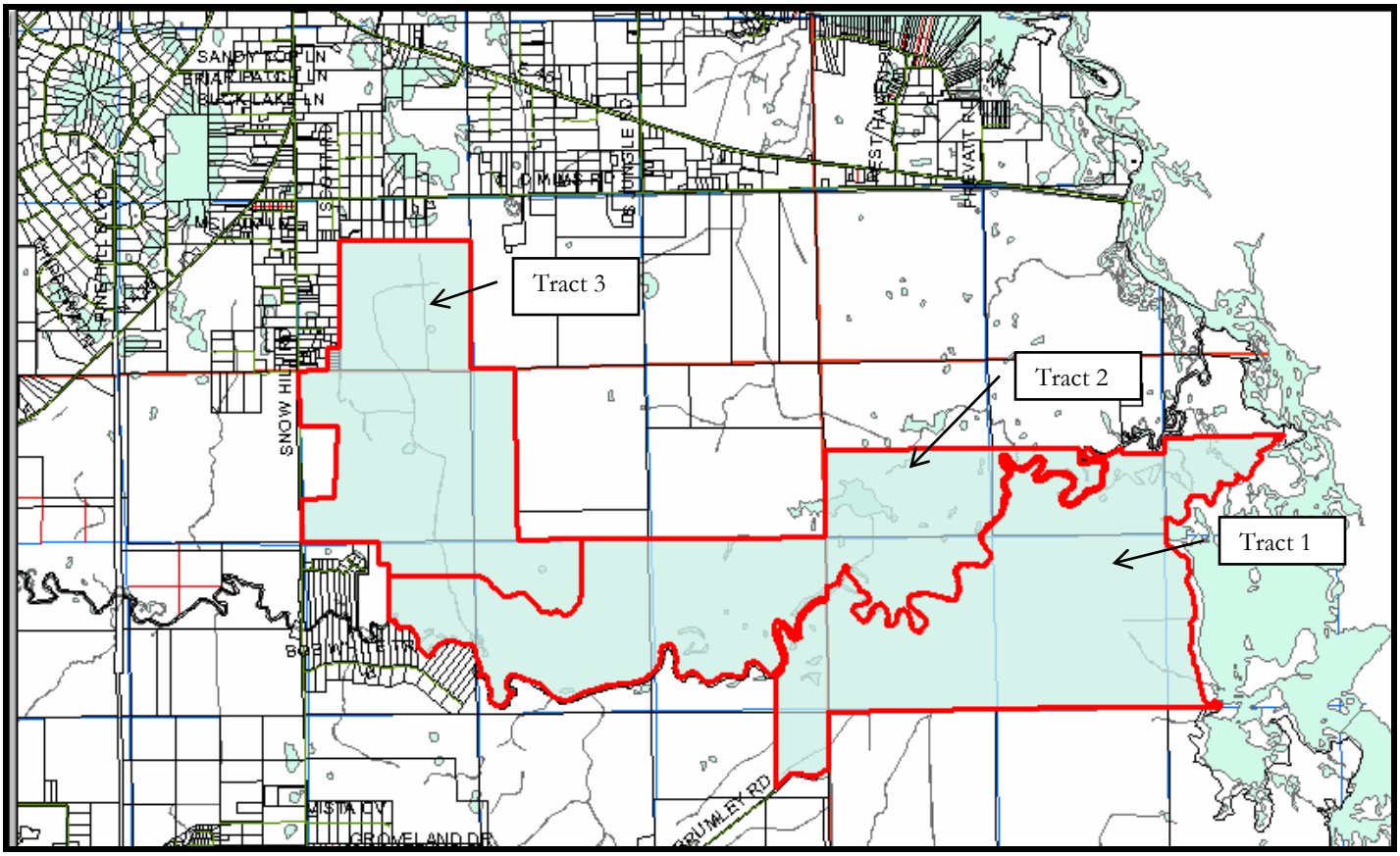
filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

Creek Side Acres Final Plat

Creek Side Acres Final Plat
Aerial



Creek Side Acres Final Plat



CREEK SIDE ACRES

A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST AND SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°04'48"E, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF SNOWHILL ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 45, PAGE 32, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE CONTINUE N89°04'48"E, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 905.56 FEET; THENCE N00°45'03"W, ALONG THE WEST LINE OF THE EAST 382.40 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 717.71 FEET; THENCE N89°04'48"E, ALONG THE NORTH LINE OF THE SOUTH 717.71 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 382.40 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34; THENCE N00°45'03"W, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34, A DISTANCE OF 1929.54 FEET; THENCE N00°44'54"W, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34, A DISTANCE OF 1324.26 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34; THENCE N88°56'04"E, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34, A DISTANCE OF 1330.16 FEET; THENCE N88°55'47"E, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34, A DISTANCE OF 2658.64 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34; THENCE S00°44'23"E, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 3980.59 FEET TO THE NORTHEAST CORNER OF AFORESAID SECTION 3; THENCE N88°57'29"E, ALONG THE NORTH LINE OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 1326.61 FEET TO A POINT ON THE ON THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 2; THENCE RUN S00°52'19"E, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 2, A DISTANCE 4375.14 FEET TO A POINT ON THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 80 ACRES OD SAID SECTION 2; THENCE N89°21'26"E, ALONG SAID NORTH LINE OF THE EAST 3/4 OF THE SOUTH 80 ACRES OF SAID SECTION 2, A DISTANCE OF 3985.59 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2; THENCE N01°03'59"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2530.31 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH 418 ACRES OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE N89°33'39"E, ALONG THE NORTH LINE OF THE SOUTH 418 OF SAID SECTION 1, A DISTANCE OF 5324.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE N01°52'46"W, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1929.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE N88°17'32"E, ALONG THE NORTH LINE OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2599.19 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE N88°17'32"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2599.19 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N88°17'32"E, ALONG THE SOUTH LINE OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 162.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N88°50'58"E, ALONG THE NORTH LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2471.32 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE N88°50'58"E, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 2633.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE N88°50'58"E, ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 166.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N88°52'32"E, ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2585.24 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 33, TOWNSHIP 20 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE N88°52'32"E, ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1031 FEET, MORE OR LESS THE CENTERLINE OF THE ST. JOHNS RIVER: THENCE RETURNING TO THE AFORESAID POINT OF BEGINNING; RUN THENCE S01°16'16"E, ALONG THE EAST RIGHT OF WAY LINE OF AFORESAID SNOWHILL ROAD, A DISTANCE OF 1708.60 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6521, PAGE 584, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N88°43'44"E, ALONG THE NORTH LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE OF 1146.42 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584; THENCE S02°23'31"W, ALONG THE EAST LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE 2170.58 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584; THENCE S84°55'45"W, ALONG THE SOUTH LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE OF 1009.97 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, SAID POINT BEING ON THE AFORESAID EAST RIGHT OF WAY LINE OF SNOWHILL ROAD; THENCE S01°16'16"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID SNOWHILL ROAD, A DISTANCE OF 1246.04 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 3; THENCE N89°39'27"E, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 2322.27 FEET; THENCE S01°08'47"E, ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2859, PAGE 495, A DISTANCE OF 660.00 FEET; THENCE N89°39'27"E, A DISTANCE OF 264.00 FEET TO A POINT ON THE EAST LINE OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°08'47"E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1824.52 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF THE MAIN CHANNEL OF THE ECONLOCKHATCHEE RIVER; THENCE RUN S82°16'59"E, A DISTANCE OF 11905.95 FEET MORE OR LESS, ALONG THE CENTERLINE OF THE MAIN CHANNEL OF THE ECONLOCKHATCHEE RIVER TO A POINT ON THE WEST LINE OF THE EAST 1553.71 FEET OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°05'21"E, ALONG THE WEST LINE OF THE EAST 1553.71 FEET OF SAID SECTION 12, A DISTANCE OF 1110.28 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 12; THENCE S01°38'22"E, ALONG THE WEST LINE OF THE EAST 1553.71 FEET OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2381.55 FEET TO THE SOUTH LINE OF BRUMLEY ROAD, A PRIVATELY MAINTAINED ROAD; THENCE RUN ALONG THE SOUTH LINE OF SAID BRUMLEY ROAD THE FOLLOWING 7 COURSES; N48°15'48"E, A DISTANCE OF 298.01 FEET; THENCE N47°48'49"E, A DISTANCE OF 182.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF N74°28'09"E AND A CHORD LENGTH OF 269.18 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°18'40", A DISTANCE OF 279.14 FEET; THENCE S78°52'31"E, A DISTANCE OF 426.35 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF N83°35'01"E AND A CHORD LENGTH OF 180.83 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°04'56", A DISTANCE OF 183.69 FEET; THENCE N66°21'44"E, A DISTANCE OF 173.08 FEET; THENCE N75°40'26"E, A DISTANCE OF 173.31 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE N01°38'22"W, ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1963.30 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE N89°20'09"E, ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2484.97 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N89°22'57"E, ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 2641.38 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N89°15'11"E, ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2640.49 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE N89°15'56"E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2640.16 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT LYING S13°16'40"W, A DISTANCE OF 11106.08 FEET FROM AFORESAID POINT "A"; THENCE N89°15'56"E, ALONG THE SOUTH LINE OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 4111 FEET, MORE OR LESS TO THE CENTERLINE OF THE ST. JOHNS RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF THE ST. JOHNS RIVER TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF AFORESAID 4, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE NORTH ALONG THE EAST LINE OF THE WEST 3/4 OF SAID SECTION 4 TO THE CENTERLINE OF THE ST. JOHNS RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF THE ST. JOHNS RIVER TO A POINT ON THE NORTH LINE OF SAID SECTION 4, SAID POINT LYING N88°52'32"E, A DISTANCE OF 1031 FEET, MORE OR LESS FROM AFORESAID POINT "A".

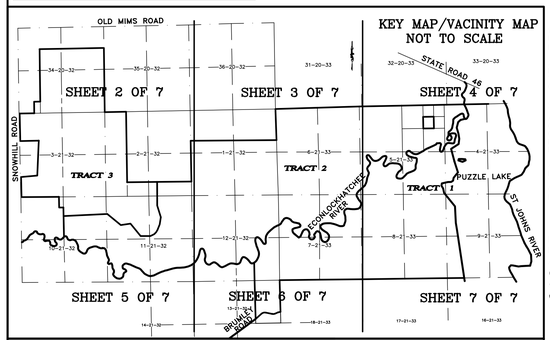
LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT ALL SOVEREIGN LANDS OF THE STATE OF FLORIDA.

CONTAINING 6,548.39 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

KEY MAP/VACINITY MAP
NOT TO SCALE



SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON SEMINOLE COUNTY HORIZONAL CONTROL POINTS V004 AND 0163, SAID LINE BEING N01°07'30"W, NAD 1983, AS PUBLISHED.

2. STATE PLANE COORDINATES WERE DERIVED FROM LATITUDE AND LONGITUDE OBSERVATIONS MADE WITH TOPCON HIPER PLUS G.P.S. EQUIPMENT AND WILL NOT COINCIDE WITH THE COURSES SHOWN HEREON.

3. AREAS SHOWN HEREON INCLUDED SOVEREIGN LANDS. THE LIMITS OF WHICH HAVE NOT BEEN ESTABLISHED. ACREAGE THEREOF IS SUBJECT TO CHANGE. THE STATE OF FLORIDA MAY CLAIM TITLE TO LANDS WATERWARD OF THE ORDINARY HIGH WATER LINE OF THE ST. JOHNS RIVER, PUZZLE LAKE AND THE ENCONLOCKHATCHEE RIVER AND ANY OTHER WATER BODIES DEEMED PUBLIC.

4. THERE IS A CONSERVATION EASEMENT OVER PORTIONS OF SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST, RECORCED IN OFFICIAL RECORDS BOOK 3439, PAGE 1853, EXCEPT FOR THOSE PORTIONS SHOWN HEREON.

LEGEND

- □ = RECOVERED 4"X4" CONCRETE MONUMENT NO #
- ■ = SET 4"X4" CONCRETE MONUMENT "PRM" #LB6300
- ▲ = RECOVERED NAIL & DISK #
- ◉ = RECOVERED AS SHOWN
- ○ = RECOVERED 1/2" IRON ROD NO #
- ◉ = RECOVERED 3" BERNTSEN BREAKOFF MONUMENT #LB6300
- ● = SET 1/2" IRON ROD #LB 6300

ST.JRWMD = ST JOHNS RIVER WATER MANAGEMENT DISTRICT
O.R.B. AND O.R. BOOK = OFFICIAL RECORDS BOOK
C.C.R. = CERTIFIED CORNER RECORD
NO# = NO NUMBER
G.P.S. = GLOBAL POSITIONING SYSTEMS
N.A.D. = NORTH AMERICAN DATUM
N = STATE PLAIN COORDINATE (NORTHING)
E = STATE PLAIN COORDINATE (EASTING)

ALTAMONTE SURVEYING AND PLATTING, INC.
PHONE (407) 862-7555
435 DOUGLAS AVENUE, SUITE 1505F
ALTAMONTE SPRINGS, FLORIDA 32714
FAX (407) 862-6229

PLAT BOOK PAGE

CREEK SIDE ACRES

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, This is to certify that the undersigned, Imogene Yarborough, Co-Trustee Edward Yarborough Ranches, Inc., James Walter Yarborough, Individual and Co-Trustee Edward Yarborough Ranches, Inc. and Frances M. Yarborough, Individual (hereinafter referred to as "Owners") are the lawful owner of the lands described in the caption hereon, and it has caused the same to be surveyed, and this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.
Tract 1 and Tract 2 are hereby dedicated to Seminole County in perpetuity as an open space easement. This easement shall serve the same purposes and permit the same uses as the open space easement between the Owner and St. John's Water Management District duly recorded at ORB _____ PG _____. No development shall be permitted within the area of said easement created by this plat except as permitted in paragraph (2a) of the Open Space Easement ORB _____ PG _____ and except that up to four (4) one acre residential lots may be created by replatting a portion of said Tracts 1 and 2, provided the minimum developable uplands open space required by Development Order #_____ ORB _____ PG _____ for the development of Tract 3 pursuant to the clustering provisions of the Land Development Code section 30.109, or its successor provisions, remains outside of the areas of the replat. In addition, at the time Tract 3 is replatted, a minimum of forty (40) acres of Tract 3 shall be dedicated to Seminole County as an open space easement in accordance with the clustering provisions of Land Development Code section 30.109 or its successor provisions, with the same uses and restrictions as applicable to Tracts 1 and 2.
Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas.

IN WITNESS WHEREOF, the undersigned does hereunto set his/her hand on this ____ day of _____, 2008.

WITNESSES: OWNER:

_____ _____
Imogene Yarborough, President of Edward Yarborough Ranches, Inc. and as Co-Trustee of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward M. Yarborough

WITNESSES: OWNER:

_____ _____
James Walter. Yarborough, Individual and as Co-Trustee of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward M. Yarborough

WITNESSES: OWNER:

_____ _____
Frances M. Yarborough, Individual

WITNESSES: OWNER:

_____ _____
Sharon Lynn Yarborough, Secretary Edward Yarborough Ranches, Inc.

STATE OF FLORIDA COUNTY OF SEMINOLE

The forgoing instrument was acknowledged before me this ____ day of _____ , 2008 by Imogene Yarborough, Co-Trustee Edward Yarborough Ranches, Inc. She is personally known to me or has produced _____ as identification and did not take an oath.

_____
NOTARY PUBLIC
Commission No._____
My Commission expires: _____

STATE OF FLORIDA COUNTY OF SEMINOLE

The forgoing instrument was acknowledged before me this ____ day of _____, 2008 by James Walter. Yarborough, Individual and Co-Trustee Edward Yarborough Ranches, Inc. He is personally known to me or has produced _____ as identification and did not take an oath.

_____
NOTARY PUBLIC
Commission No._____
My Commission expires: _____

STATE OF FLORIDA COUNTY OF SEMINOLE

The forgoing instrument was acknowledged before me this ____ day of _____, 2008 by Frances M. Yarborough, Individual. She is personally known to me or has produced _____ as identification and did not take an oath.

_____
NOTARY PUBLIC
Commission No._____
My Commission expires: _____

STATE OF FLORIDA COUNTY OF SEMINOLE

The forgoing instrument was acknowledged before me this ____ day of _____, 2008 by Sharon Lynn Yarborough, Secretary Edward Yarborough Ranches, Inc.. She is personally known to me or has produced _____ as identification and did not take an oath.

_____
NOTARY PUBLIC
Commission No._____
My Commission expires: _____

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ..... the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida:

.....
Chairman of the Board

ATTEST:

.....BY.....D.C.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY That I have examined the foregoing plat and find the it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record

on ..... at.....

File No.....

.....
CLERK OF THE COURT
in and for Seminole County, Florida

BY.....D.C.

CERTIFICATE OF COUNTY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177.08(1) Florida Statutes.

_____
Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

DATE:_____

CERTIFICATE OF SURVEYOR

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the plat and survey data contained herein complies with all requirements of Chapter 177, Part 1 Platting, of the Florida Statutes. I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments" and that the land is located within Seminole County, Florida.

ALTAMONTE SURVEYING AND PLATTING, INC.

Signature_____ Dated: _____
Michael W. Solitro, President

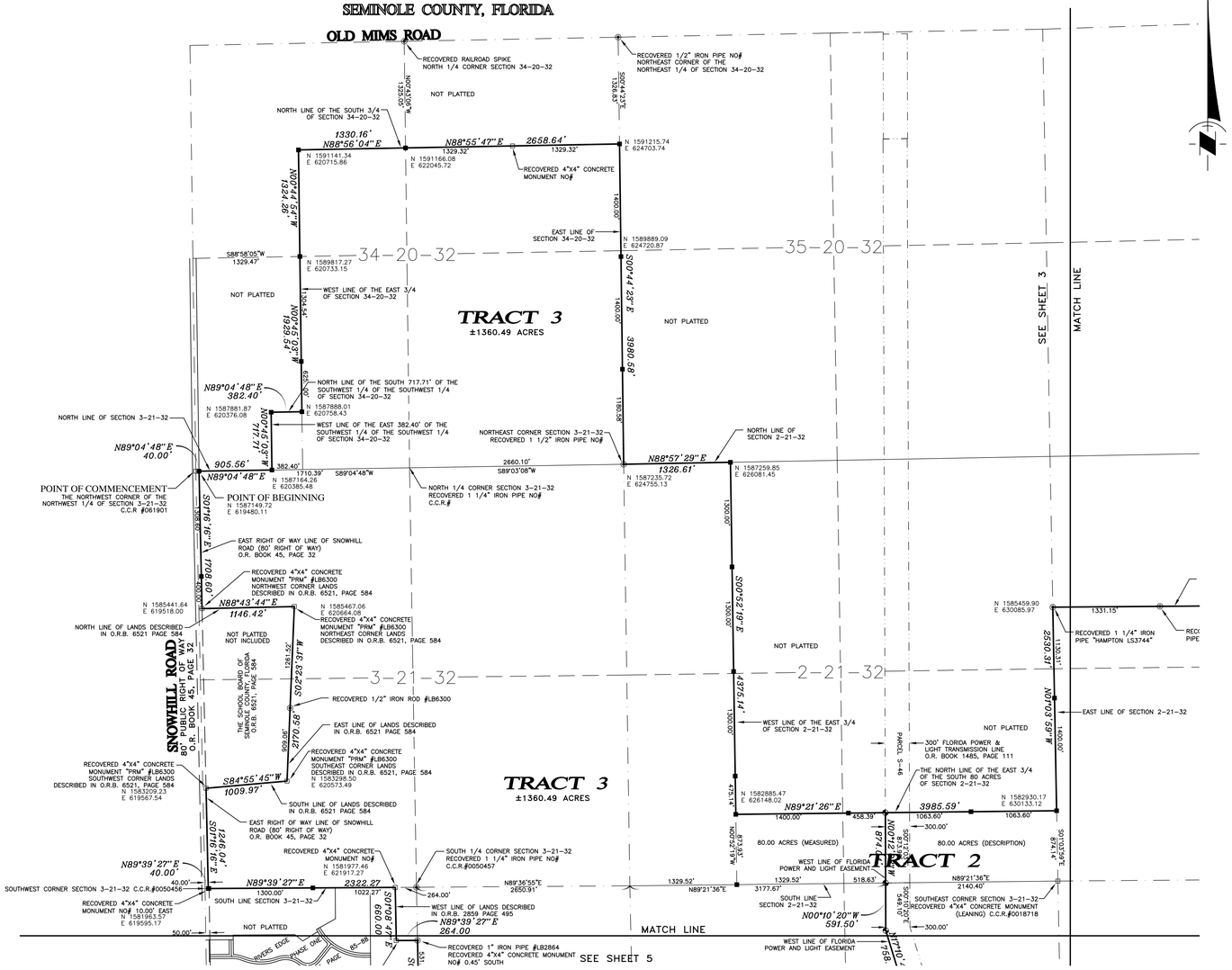
Florida Registration No. 4458
Licensed Business No. 6300

LEE\ACAD2000\YARBOROUGH\PLATLEE.DWG

CREEK SIDE ACRES

A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST,
SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST
AND SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST,
SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE



LEGEND

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- ● = SET 1/2" IRON ROD #LB 6300

STJRWMD = ST JOHNS RIVER WATER MANAGEMENT DISTRICT
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N.A.D. = NORTH AMERICAN DATUM
N = STATE PLAIN COORDINATE (NORTHING)
E = STATE PLAIN COORDINATE (EASTING)

GRAPHIC SCALE

800 0 400 800 1600 3200

(IN FEET)
1 inch = 800 ft.

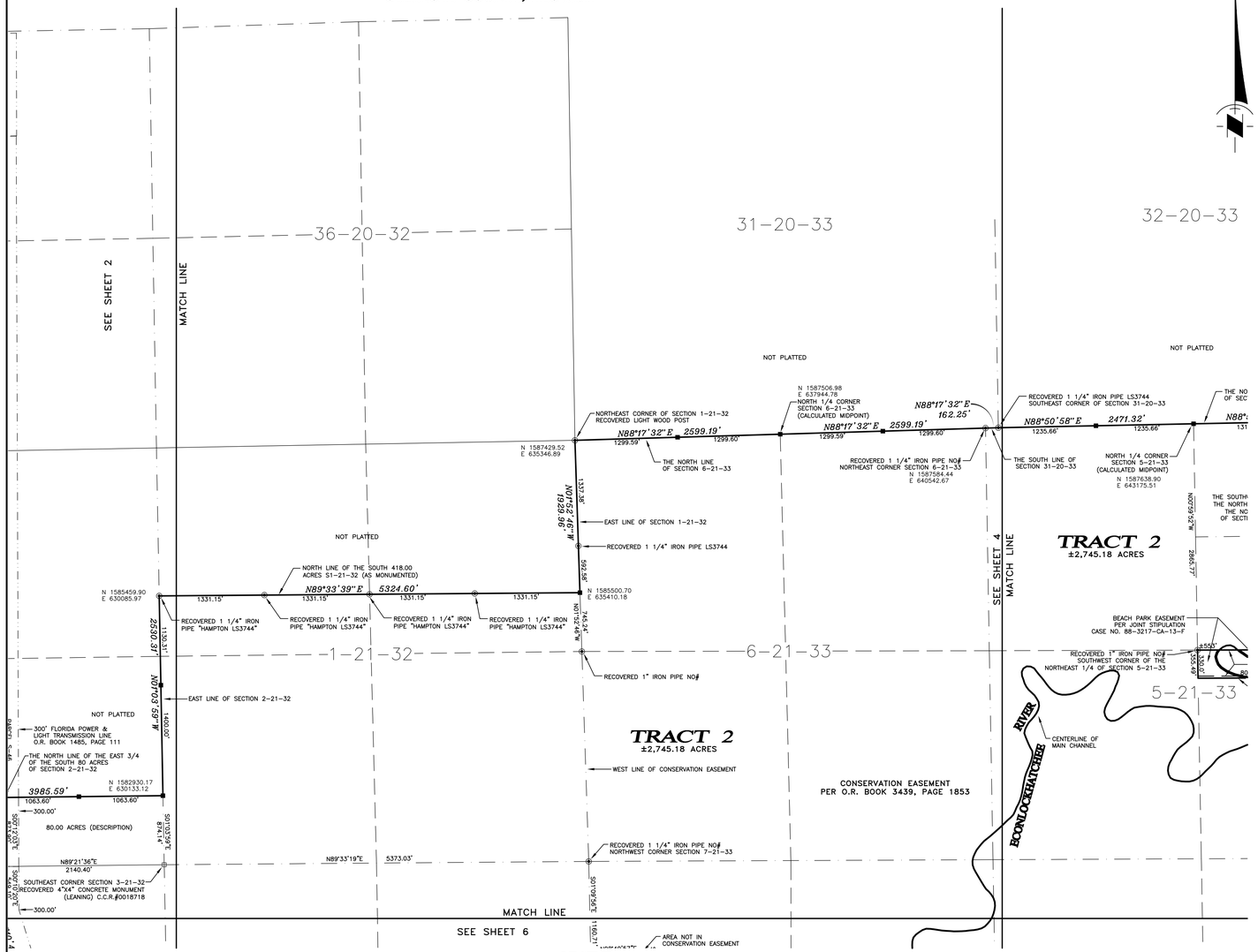
ALTAMONTE SURVEYING AND PLATTING, INC.
435 DOUGLAS AVENUE, SUITE 1505F
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE (407) 862-7555 FAX (407) 862-6229

LEE\ACAD2000\YARBOROUGHPLATLEE.DWG

CREEK SIDE ACRES

A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST,
SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST
AND SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST,
SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE



LEGEND

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- ■ = SET 4"X4" CONCRETE MONUMENT "PRM" #LB6300
- ▲ = RECOVERED NAIL & DISK #
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- ○ = RECOVERED 1/2" IRON ROD NO #
- ◔ = RECOVERED 3" BERNTSEN BREAKOFF MONUMENT #LB6300
- ● = SET 1/2" IRON ROD #LB 6300

STJRWMD = ST JOHNS RIVER WATER MANAGEMENT DISTRICT
O.R.B. AND O.R. BOOK = OFFICIAL RECORDS BOOK
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GRAPHIC SCALE

800 0 400 800 1600 3200

(IN FEET)
1 inch = 800 ft.

ALTAMONTE SURVEYING AND PLATTING, INC.
435 DOUGLAS AVENUE, SUITE 1505F
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE (407) 862-7555
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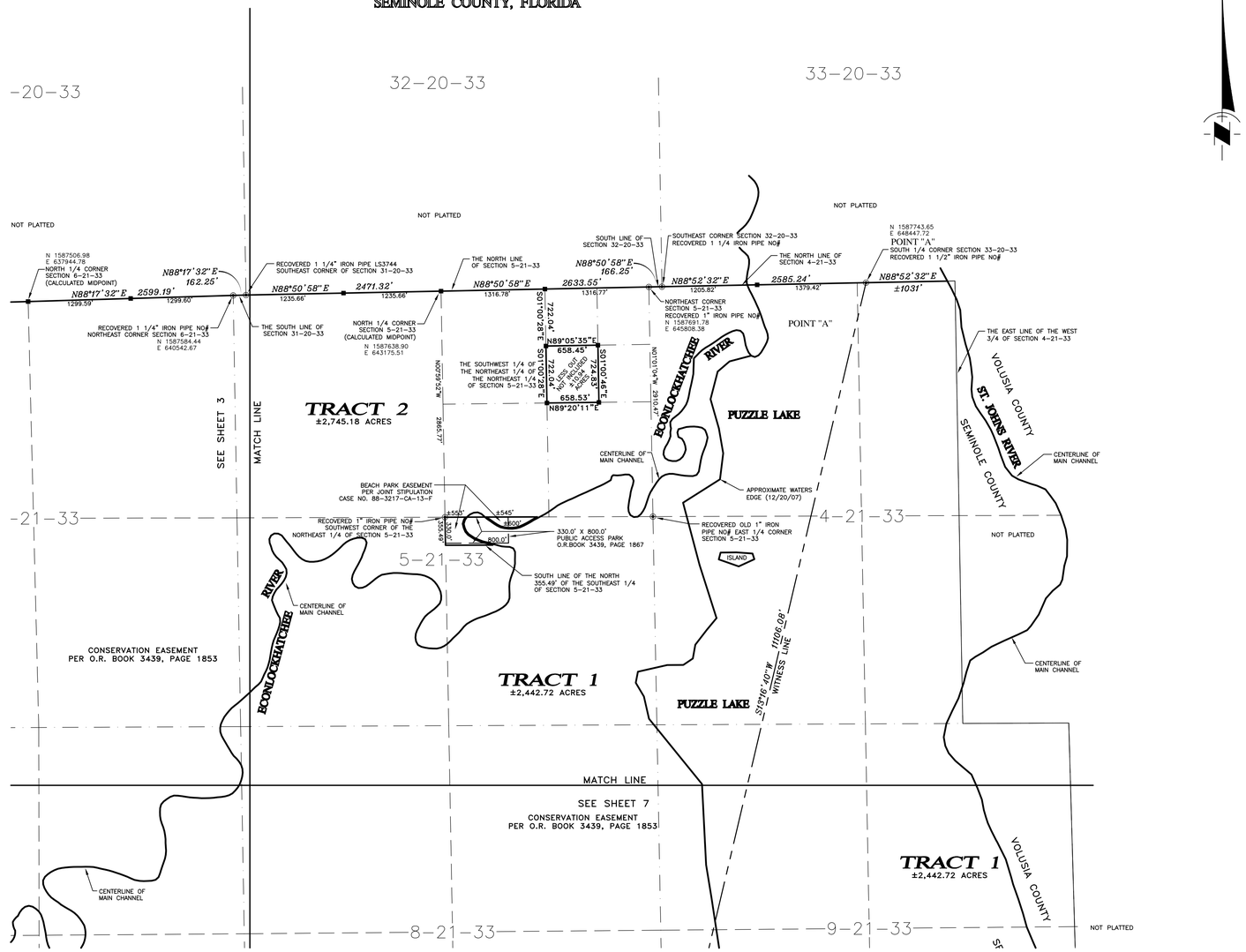

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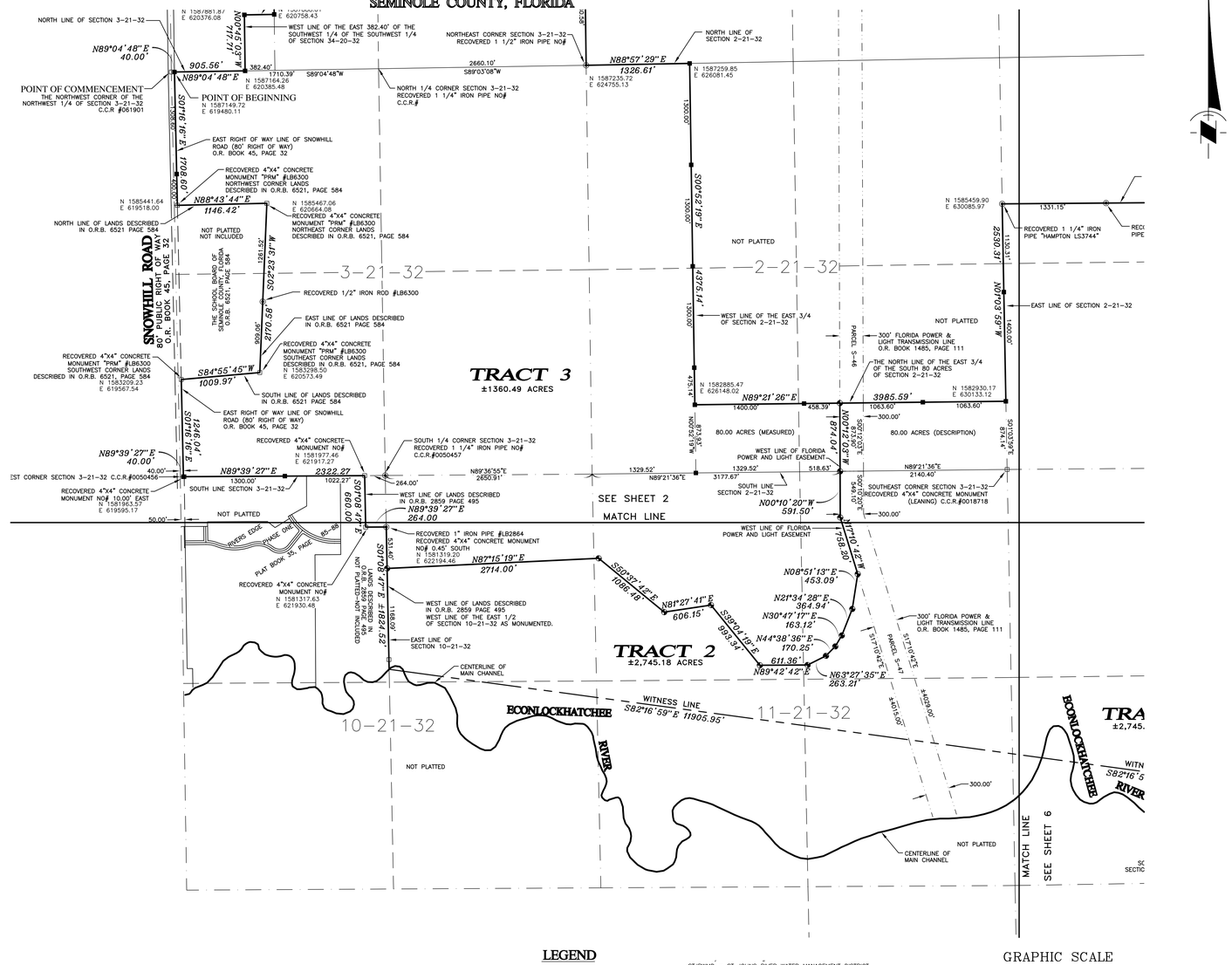

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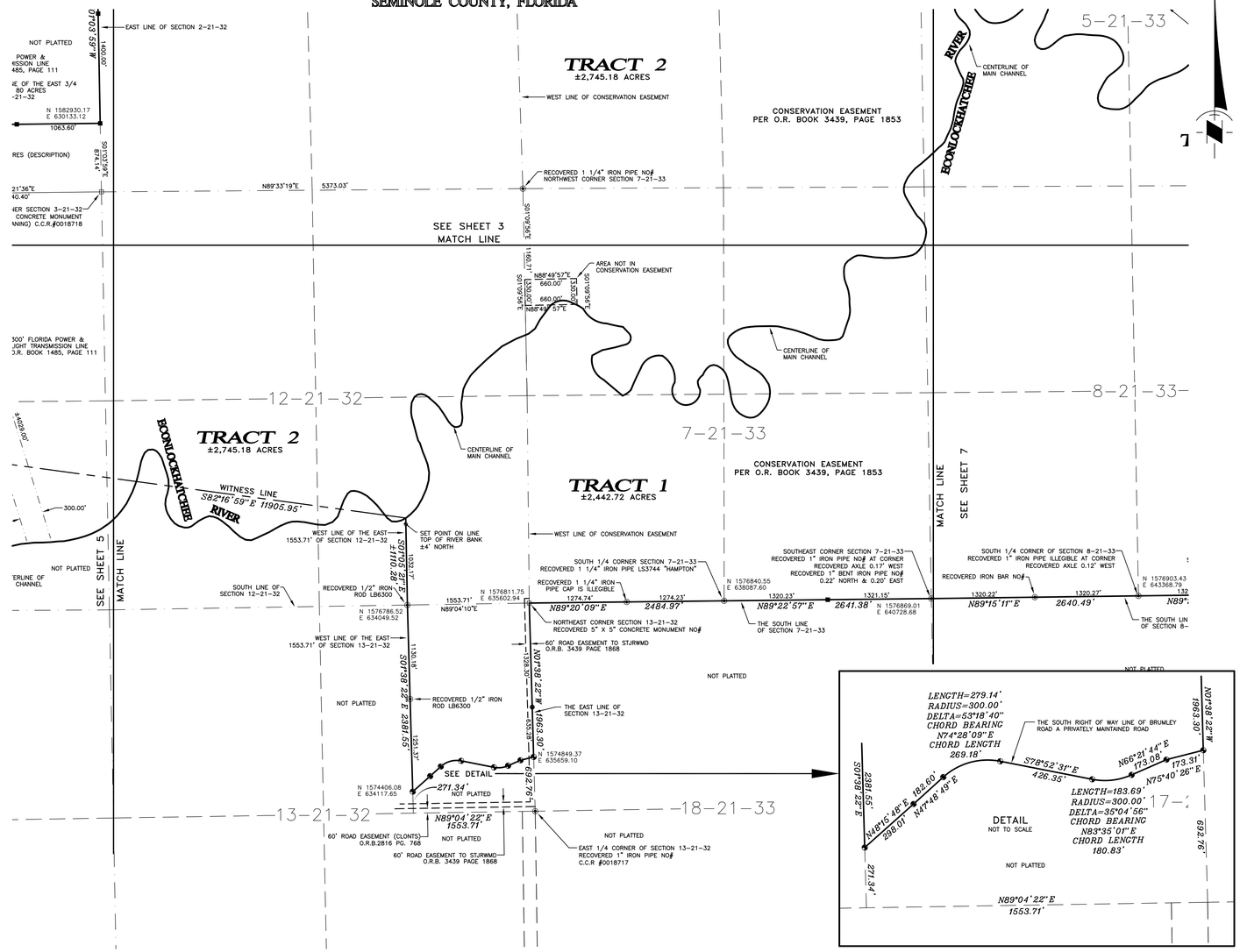

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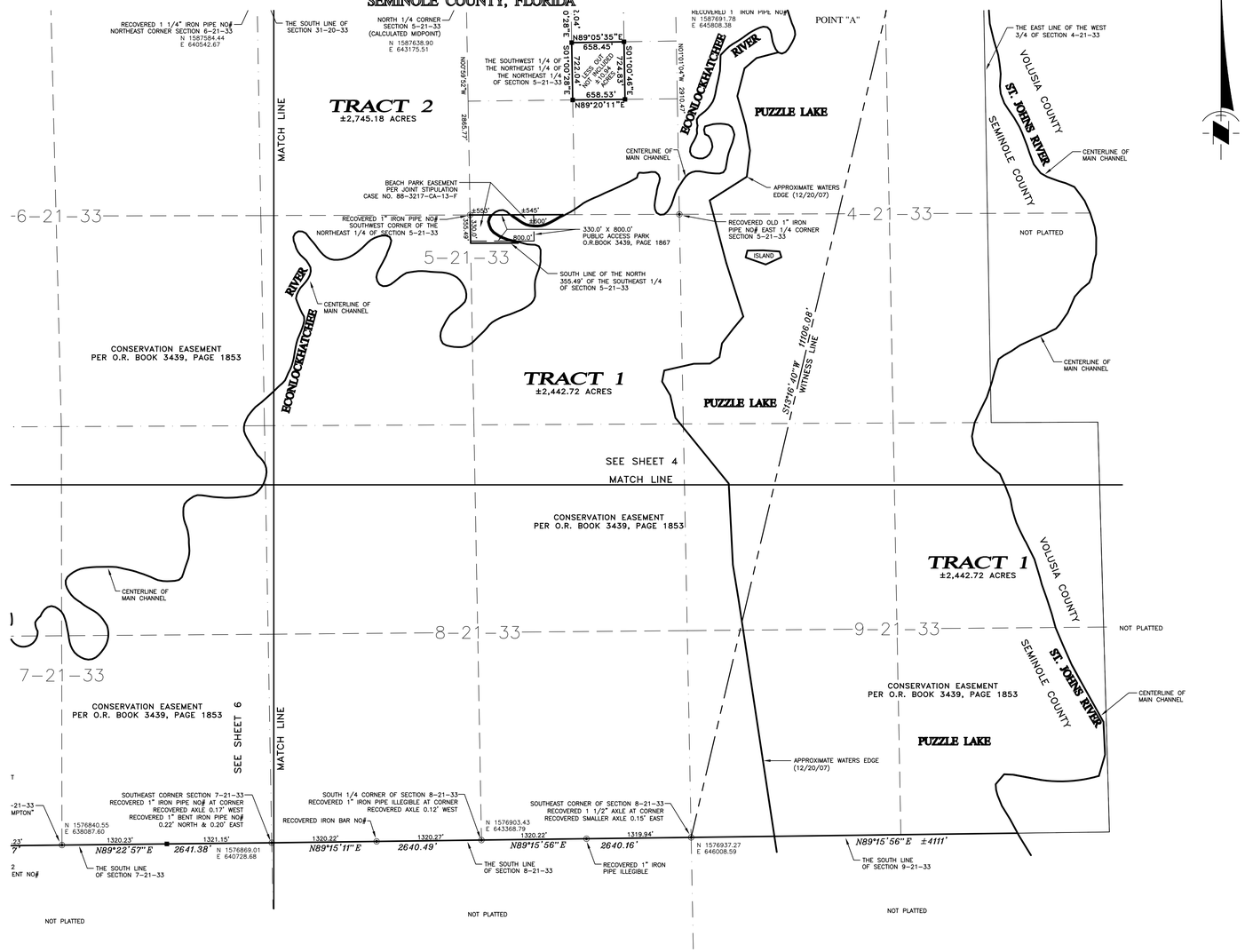

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OPEN SPACE EASEMENT

THIS INDENTURE, made this day of _____, 20_____.

W I T N E S S E T H:

WHEREAS, **IMOGENE YARBOROUGH, and JAMES WALTER YARBOROUGH,** as Co-Trustees of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward Yarborough, deceased, and **EDWARD YARBOROUGH RANCHES, INC**., a Florida Corporation,, whose address is Post Office Box 65, Geneva Florida, 32732 (hereinafter, together with [their] heirs and assigns, called the "grantor"), is the owner in fee simple of certain real property described in and depicted on Exhibit A attached hereto (hereinafter called the "Protected Property");

WHEREAS, the grantor desires and intends to establish a limited range of allowable uses of the Protected Property to maintain a desirable environment for rural residential living, natural resource management, passive recreation, and hunting at a low density of development in conjunction with the preservation of a portion of the Protected Property for agricultural and natural resource conservation purposes;

WHEREAS, the grantor also desires and intends that the ecological and aesthetic values of the Protected Property including, scenic views over a large open space, be preserved and maintained;

WHEREAS, the grantee (hereinafter, together with its successors and assigns, called the "District") is **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429;

WHEREAS, the grantor and the grantee, by the conveyance to the grantee of an open space easement on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this open space easement;

WHEREAS, the grantee is willing to accept this open space easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions hereinafter contained, and as an absolute and unconditional gift, does hereby give, grant, bargain, sell and convey unto the grantee, forever, an open space easement in perpetuity on, over and across the Protected Property consisting solely of the following:

(1a) The right of the grantee to enforce, by proceedings at law or in equity, the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of the grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

(1b) The right of the grantee to enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the grantee, the grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, except in connection with the uses expressly permitted by this open space easement, the grantor, without the prior written consent of the grantee, shall not do the following on the Protected Property:

(2a) Construct or place buildings or other structures, commercial advertising signs, billboards or other advertising material or make any other structures or improvements on the Protected Property except those needed to manage the Protected Property such as pole barns and access for storage and other land management facilities such as an education center or office or mobile home for a security residence, development of the Development Parcels as hereafter defined, passive recreational activities including, but not limited to, primitive camp grounds or platforms on the river.

(2b) Excavate, dredge, fill, mine, dike, drill or change the topography of the Protected Property or its present condition in any manner except as may be required for agricultural or wetland restoration, land management uses, or for creation of interior roads to access Development parcels and land management facilities expressly reserved by the grantor;

(2c) Cut live trees or other non-agricultural vegetation, except as determined by the grantee to be necessary to protect the natural, scenic, open space and ecological values of the Protected Property, to prevent imminent hazard, disease or fire or to restore natural habitat or native vegetation, and except that required to maintain the Development Parcels.

(2d) Alter or manipulate ponds and water courses or remove water there from except for wetland restoration or land management purposes;

(2e) Further subdivide the Protected Property in any manner except for the 4 residential units on Tract 1 and Tract 2;

(2f) Pave or cover the Protected Property with concrete, asphalt or any other impervious surface except for those areas needed for land management, storage, and security residence uses, development of the Development Parcels, passive recreational activities, and those uses required for American Disability Association access;

(2g) Dump, place or store ashes, trash, garbage, vehicle bodies or parts or other unsightly or offensive material; provided, however, that the grantor may employ sound conservation practices, such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property; or

(2h) Permit or allow the operation of dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle except for land management activities on the property, hunting and public recreational access, camping access, and American Disability Association access, on the Protected Property.

TO HAVE AND TO HOLD the said open space easement unto the grantee forever. Except as expressly limited herein, the grantor reserves all rights as owner of the Protected Property including, but not limited to, the right to use the Protected Property for all other purposes not inconsistent with this grant.

By its acceptance hereof, the grantee agrees as follows:

(3a) That, if its rights herein are assigned or transferred, to assign or transfer this open space easement only to an assignee or transferee who expressly agrees in the instrument of conveyance to continue to carry out the preservation purposes which this instrument was intended to advance and, in such event, only:

(1) to an organization qualifying as an eligible donee under the Internal Revenue Code of 1954, as amended from time to time, and the regulations promulgated thereunder; or

(2) to an agency of the State of Florida; or

(3) to a unit of local government; or (4) to a not-for-profit corporation or trust whose primary purposes include the preservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities;

(3b) That in the event the grantee or its successors or assigns acquires the fee simple interest in and to the Protected Property, it shall not cause or permit the merger of such fee simple interest and the open space easement except for valid public purposes as determined by the grantee;

(3c) That each subsequent instrument of conveyance shall expressly require the assignee or transferee to be bound by the terms and provisions hereof including, without limitation, the agreements of the grantee as set forth herein;

(3d) That, if a subsequent unexpected change in the conditions surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for preservation purposes, and if this open space easement is extinguished by judicial proceeding, then all of the grantee's proceeds from the sale, exchange or involuntary conversion of the Protected Property shall be used by the grantee in a manner consistent with the preservation purposes which this open space easement was intended to advance and otherwise consistent with the public interest as determined by the grantee.

The grantor and the grantee each agree that the donation of this open space easement gives rise to a property right, immediately vested in the grantee.

The grantor and, by acceptance hereof, the grantee, agree further as follows:
(4a) Whenever the grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the grantee that the action as proposed would be inconsistent with the purposes of this open space easement.

(4b) Nothing contained in this open space easement shall be construed to entitle the grantee to bring any action against the grantor for any injury to or change in the Protected Property resulting from causes beyond the grantor's control including, without limitation, fire, flood storm and earth movement, or from any action taken by the grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

(4c) No right of access by the general public to any portion of the Protected Property is conveyed by this open space easement, but this provision shall not be deemed to affect the right of the grantor to grant such access.

(4d) The interpretation and performance of this open space easement shall be governed by the laws of the State of Florida.

(4e) If any provision of this open space easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this open space easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(4f) Exhibit A, attached hereto, a legal description of this open space easement, is hereby made a part hereof.

(4g) The covenants, terms, conditions and restrictions set forth in this open space easement shall be binding upon the grantor and the grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute a servitude running with the Protected Property in perpetuity. In addition to all other covenants of title, this conveyance includes the covenant of further assurances.

IN WITNESS WHEREOF the Grantor has set [their] hand the day and year first above written.

Signed, Sealed and delivered
in the presence of:

_____
Print name: _____
_____
Print name: _____

_____
Print name: _____
_____
Print name: _____

_____
Print name: _____
_____
Print name: _____

Attest:

_____
Print Name:_____
Title:_____

This instrument was prepared by:

_____

GRANTOR

By: _____
Name: Imogene Yarborough
Title: Co-Trustee

By: _____
Name: James Walter Yarborough
Title: Co-Trustee

Edward Yarborough Ranches, Inc.

_____
Name:_____
Title:_____

ACCEPTANCE

The foregoing open space easement is hereby duly accepted by the grantee, **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429, this _____ day of _____, 20_____, and the grantee agrees to be bound by the terms and provision set forth herein.

GRANTEE

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By:_____
KIRBY B. GREEN III
Its: Executive Director

ATTEST:

By:_____
WILLIAM H. CONGDON
Deputy General Counsel

FOR USE AND RELIANCE ONLY BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, LEGAL FORM AND CONTENT APPROVED:
Wright, Fulford, Moorhead & Brown, P.A.

By:_____
Donald F. Wright, Esquire

.

EXHIBIT A
LEGAL DESCRIPTION OF PROTECTED PROPERTY

Tract 1 and Tract 2

Creek Side Acres

PB _____ PG _____

FILE NO.: 07-5500040

SEMINOLE COUNTY DEVELOPMENT ORDER

On February 12, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Attached Exhibit A: Legal Description
Attached Exhibit B: Tract Layout
Attached Exhibit C: Density and Open Space Calculations

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Edward Yarborough Ranches Inc
PO Box 65
Geneva FL 32732

Project Name: CREEK SIDE ACRES

Requested Development Approval:

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Denny Gibbs
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. Tract 1 and Tract 2, shown in Exhibit B, contains 1,017 ± acres of uplands to be used as credit for the required open space for the development of Tract 3 pursuant to Seminole County Land Development Code (SCLDC) Section 30.109 Optional Cluster Provision. A perpetual open space easement shall be executed encumbering the 1,017 ± open space acres in Tract 1 and Tract 2.

B. Tract 3, shown in Exhibit B, shall have a density of 300 units in a cluster subdivision as provided in SCLDC Section 30.109.

C. At time of development, Tract 3 must replat in accordance with requirements of the SCLDC including Chapter 35, Subdivision.

D. At subdivision, any balance of open space needed, at minimum 40 acres, shall be provided within Tract 3 and this shall be placed in an Open Space Easement.

E. Tract 1 and Tract 2 retain entitlements for four (4) single family residential permits from parcels of record established in the 1971 tax roll.

   a. Parcels of record include:

      1) 12-21-32-300-0010-0000
         LEG SEC 12 TWP 21S RGE 32E ALL N OF CREEK

      2) 12-21-32-300-001B-0000
         LEG SEC 12 TWP 21S RGE 32E E 1553.7 FT S OF CREEK

      3) 07-21-33-300-0010-0000 AND 06-21-33-300-001A-0000
         LEG SEC 07 TWP 21S RGE 33E ALL N OF CREEK AND LEG SEC 06 TWP 21S RGE 33E SECS 6 & 7 S OF CREEK & ALL 8 & 9 W OF PUZZLE LAKE

      4) 05-21-33-300-003A-0000 AND 05-21-33-300-003B-0000
         LEG SEC 05 TWP 21S RGE 33E S 1/2 S OF CREEK & PT OF W 1/2 OF NE 1/4 S OF CREEK AND LEG SEC 05 TWP 21S RGE 33E S 1/2 N OF CREEK (LESS BEG 553 FT E OF NW COR OF SE ¼ RUN

SELY ELY & NELY ON SHORE LI 600 FT TO N LI OF SE 1/4 W 545 FT TO BEG & N 355.49 FT OF SE 1/4 W OF CREEK)

b. At the time of development for the transfer of the residential lots, Tract 1 and/or Tract 2 must replat in accordance with the requirements of the Land Development Code including Chapter 35, Subdivision.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

Order

OWNER'S CONSENT AND COVENANT

COMES NOW,_____., the owner of the aforedescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____ _____
Witness

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____day of _____, 20___.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A: LEGAL DESCRIPTION

Tract 1, Tract 2, and Tract 3

Creek Side Acres

PB _____ PG _____

Creek Side Acres Final Plat

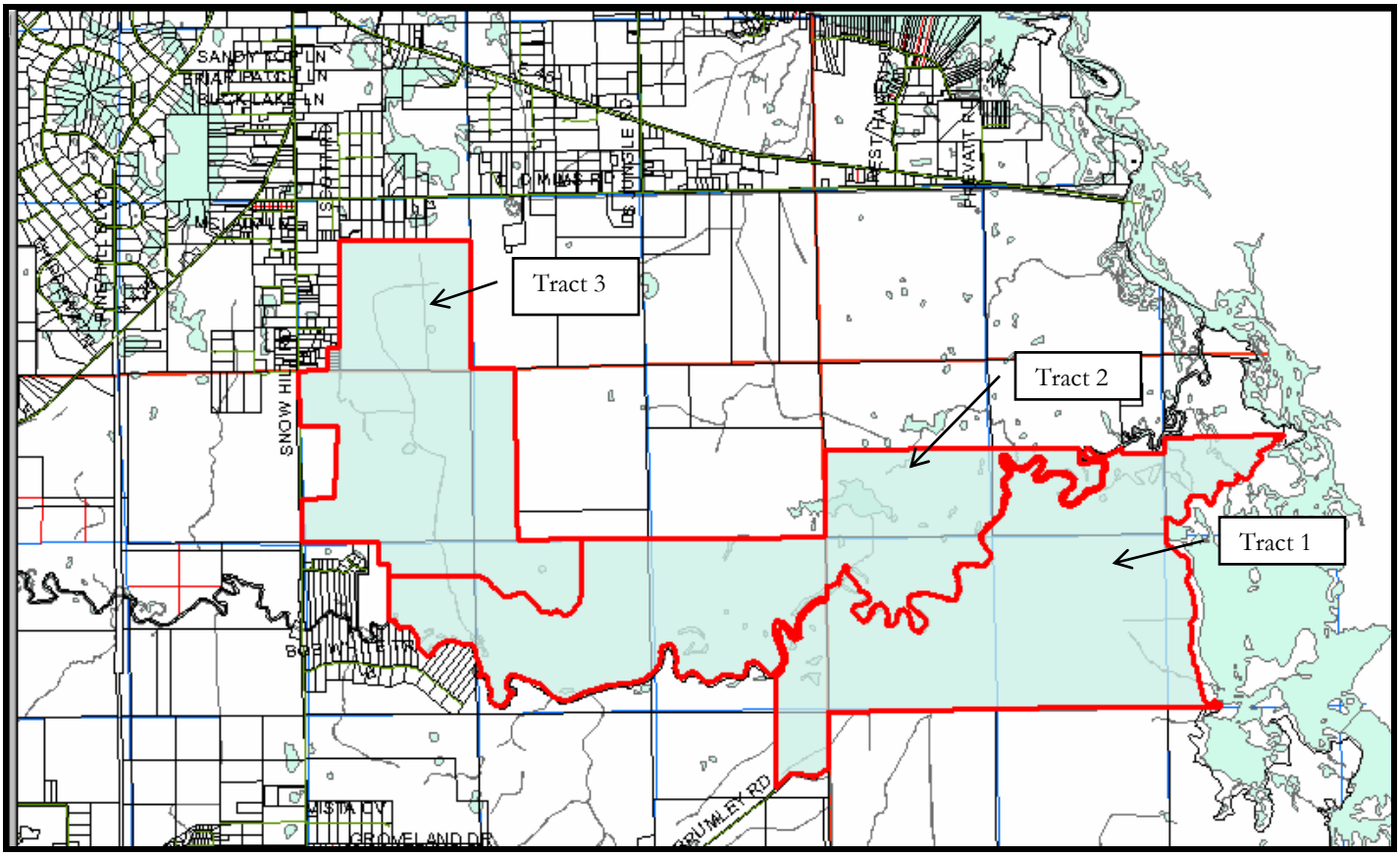


EXHIBIT B

Density and Open Space Calculations

EXHIBIT C

Open space required to yield 300 units (assumes all 1 acre lots)

			minimum 1-acre net buildable per lot	amount required for easement per net buildable acre	minimum acres required for open space easement
R-5	7	established by court case	7	0	0
R-5	84	unit yield	84	4 acres	336
R-10	209	unit yield	209	8 acres for 2 units	836
			300		**1172**
NOTE:					

*The R-5 portion is flexible in that the lot size and open space can flex as long as the net density remains at 1 DU per 5 acres.

*For the R-10 portion there must be 836 acres of open space in easement in order to get a yield of 209 lots that are less than 10 net buildable acres each based on 8 acres of open space required for every 2 lots created per SCLDC 30.109 (e).

*Within the 300 unit yield are 7 entitlements established in Seminole County Circuit Court Civil No. 68-418 *Sarah Detreville Bush vs Emma Line Frazier.*

Land Types

		Tract 1 & Tract 2	**Tract 3**	**TOTALS**
Uplands		1017	891	**1908**
Wetlands		2884	458	**3342**
Sovereign		1156	0	**1156**
		5057	**1349**	**6406**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 02-87-CEB – Previous owners, John T. Robinson and John T. Robinson, Jr. and current owner, Daniel L. Dyke

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:
Approve the Satisfaction of Lien in the amount of $17,000.00, Case No. 02-87-CEB, on 312 Miller Road, Sanford, Tax Parcel # 23-20-30-5AQ-0000-002D, previously owned by John T. Robinson and John T. Robinson, Jr. and currently owned by Daniel L. Dyke, and authorize the Chairman to execute a Satisfaction of Lien.

District 5 Brenda Carey Tina Williamson

BACKGROUND:
In response to a complaint on October 19, 2001, the Code Enforcement Officer observed the following violations located at 312 Miller Road, Sanford: The accumulation of trash and debris, the remains or rubble of structures which have been burned, stricken by other casualty, or demolished and junked or abandoned vehicle(s) not kept within an enclosed garage or an attached carport which are in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g), (i) and (l).

The timeline on these violations is below:

DATE	ACTION	RESULT
June 27, 2002	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by the Code Enforcement Board setting a compliance date of July 30, 2002 or a fine of $50.00 per day imposed if compliance not achieved
July 3, 2002	Affidavit of Partial Withdrawal	Violation (i), the remains or rubble of structures which have been burned, stricken by other casualty, or demolished withdrawn by Code Enforcement Officer
March 27, 2003	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of $11,950.00 with a daily fine of $50 accruing until compliance is achieved
July 11, 2003	Affidavit of Compliance filed by the Code Enforcement Officer after July 7, 2003 reinspection	Violations corrected. Total lien accrued, $17,000.00
December 19, 2007	Payment received in the amount of $17,000.00	Tax Deed sale

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of $17,000.00, Code Enforcement Board Case #02-87-CEB, on 312 Miller Road, Sanford, Tax Parcel # 23-20-30-5AQ-0000-002D, previously owned by John T. Robinson and John T. Robinson, Jr. and currently owned by Daniel L. Dyke, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings And Order
2. Affidavit of Partial Withdrawal
3. Order Imposing Lien
4. Affidavit Of Compliance
5. Check and receipt for payment
6. Tax Deed
7. Property Appraiser Data
8. Property Appraiser Data
9. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

JOHN T ROBINSON &
JOHN T ROBINSON, JR
308 MILLER ROAD
SANFORD FL 32773

Respondents.

_____/

CASE NO. 02-87-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04449 PG 0258
CLERK'S # 2002902133
RECORDED 07/01/2002 09:40:52 AM
RECORDING FEES 6.00
RECORDED BY L McKinley

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 02-87-CEB, it is determined that the Respondents are:

(a) the owners of record of the property (Tax Parcel ID #23-20-30-5AQ-0000-002D), located at 312 Miller Road, Sanford, located in Seminole County and legally described as follows: PT OF LOT 2 BEG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E TO C/L OF CREEK SELY ALONG CREEK TO A PT E OF BEG W TO BEG (LESS S 20 FT FOR RD) EUREKA HAMMOCK PB 1 PG 106

(b) in possession or control of the property; and

(c) in violation of Seminole County Code Section 95.4 as defined in Section 95.3(g)(i)(l).

It is hereby ordered that the Respondents correct the violations on or before July 30, 2002. In order to correct the violations, the Respondents shall:

1) **REMOVE THE ACCUMULATION OF TRASH AND DEBRIS.**
2) **REMOVE THE REMAINS OR RUBBLE OF A STRUCTURE.**
3) **REMOVE JUNKED OR ABANDONED VEHICLES NOT WITHIN AN ENCLOSED GARAGE OR ATTACHED CARPORT.**

If the Respondents do not comply with the Order, a fine of $ 50 .00 will be imposed for each day the violations continue, or are repeated after compliance past July 30, 2002. The Respondents are further ordered to contact the Seminole County Code Inspector to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order.

This order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exists and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 27th day of June, 2002, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of June, 2002, by Tom Hagood, who is personally known to me.

Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY DEPUTY CLERK
JUL 01 2002

Order.robinson

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Case # 02-87-CEB

Petitioner,

Vs

John T. Robinson &
John T. Robinson, Jr.

Respondent.

_____/

AFFIDAVIT OF PARTIAL WITHDRAWAL

BEFORE ME, the undersigned authority, personally appeared **Donna Wisniewski,** Code Inspector for Current Planning, who, after being sworn, deposes and says that the charge of remains or rubble of a structure on the above referenced case was withdrawn during the hearing with Code Enforcement Board approval.

FURTHER AFFIANT SAYETH NOT.

DATED this 3rd day of July 2002.

Donna Wisniewski
Code Inspector

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledge before me this 3rd day of July 2002, by Donna Wisniewski, who is personally known to me and who did take an oath.

Marcia L. Fuller
Notary Public in and for the County and State Aforementioned
My commission expires:

AFFWITH.00

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

JOHN T ROBINSON &
JOHN T ROBINSON, JR
308 MILLER ROAD
SANFORD FL 32773

Respondent.

_____/

CASE NO 02-87-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04765 PG 0896
CLERK'S # 2003054742
RECORDED 04/01/2003 02:30:42 PM
RECORDING FEES 10.50
RECORDED BY J Eckenroth

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID #23-20-30-5AQ-0000-002D), located at 312 Miller Rd, Sanford, located in Seminole County and legally described as follows:

PT OF LOT 2 EG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E TO C/L OF CREEK SELY ALONG CREEK TO A PT E OF BEG W TO BEG (LESS S 20 FT FOR RD) EUREKA HAMMOCK PB 1 PG 106

This case came on for public hearing before the Code Enforcement Board of Seminole County on the 27th day of June, 2002, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law, and Order.

Said Order found Respondent in violation of Section 95.4 as defined in Section 95.3(g)(l), Seminole County Code.

Said Order required Respondent to take certain corrective action by July 30, 2002.

Said Order stated that a fine of $50.00 per day would be imposed if Respondent did not take certain corrective action by the date set for compliance.

An Affidavit of Non-Compliance bearing the date of August 1, 2002, has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required actions, removing the trash & debris and removing the junked or abandoned vehicles not stored in an enclosed garage or attached carport has not been obtained.

SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771-1468

CASE NO 02-87-CEB
JOHN T ROBINSON & JOHN T ROBINSON, JR

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated June 27, 2002, the Board orders that a fine of $11,950.00, 238 days @$50.00 per day is imposed against the property for each day the violation continued past the date set for compliance and that a fine of $50.00 per day be ordered against the property for each day the violations continue past March 27, 2003.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 27th day of March, 2003, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Tom Hagood

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of March, 2003, by Tom Hagood, who is personally known to me.

Marcia L. Fuller

Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

Lien.robinson

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Marcia L. Fuller
Date: 3-28-03

FILE NUM 2003054742
OR BOOK 04765 PAGE 0897

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

JOHN T. ROBINSON & JOHN T. ROBINSON, JR

Respondent.

Case No. 02-87-CEB

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared DONNA WISNIEWSKI, Code Inspector for the **Planning Division**, who, after being duly sworn, deposes and says:

1. That on JUNE 27, 2002 the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before JULY 30, 2002.

3. That a re-inspection was performed and the Respondent was in compliance on JULY 7, 2003.

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that THE ACCUMULATION OF TRASH & DEBRIS AND JUNK VEHICLES HAVE BEEN REMOVED FROM THE PROPERTY.

FURTHER AFFIANT SAYETH NOT. DATED this 11TH day of JULY, 2003

Donna Wisniewski
Signature of Code Inspector

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 11th day of July, 2003 by Donna Wisniewski, who is personally known to me and who did take an oath.

Connie R DeVasto
Notary Public in and for the County and State Aforementioned
My commission expires:

Connie R. DeVasto
MY COMMISSION # CC961768 EXPIRES
August 17, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R. DeVasto
Date: 3-2-03

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2003136727 BK 04952 PG 0133 RECD 09/06/2003 10:33:04 AM RECD BY S Butt

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099 • Sanford, Florida 32772-8099

TDA-CTF #1563-2005
OVERBID TO CODE ENFORCEMENT LIEN $17000.00
Parcel ID# 23-20-30-5AQ-0000-0021

FOR MORE INFORMATION, PLEASE CALL DOMESTIC RELATIONS (SUPPORT & ALIMONY) (407) 665-4580 CLERK'S FINANCE (407) 665-4495

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099 • Sanford, Florida 32772-8099

Check No. - 348534
Check Date - 12/18/07

348534

Stub 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT
	12/18/07		17,000.00		17,000.00
Interoffice	12/19/07				
			17,000.00		17,000.00

THE FACE OF THIS CHECK HAS A GREEN BACKGROUND PATTERN ON WHITE PAPER

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099
Sanford, Florida 32772-8099

WACHOVIA BANK, N.A.

348534

CHECK NO. 00348534

63688

DATE	AMOUNT
12/18/07	$****17,000.00

PAY SEVENTEEN THOUSAND AND 00/100**********

VOID AFTER 90 DAYS

CLERK OF THE CIRCUIT COURT

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
CODE ENFORCEMENT
1101 E FIRST STREET
SANFORD FL 32773

AUTHORIZED SIGNATURE

⑈348534⑈ ⑆063107513⑆ 2000006536725⑈

RECEIPT № 67751

SEMINOLE COUNTY, FLORIDA

Date 12/19 2007

Received from Code Enforcement

Address

Description Sem Co vs John T Robinson

Account Number	Amount	Description
	17000.00	Case # 02-87 CEB

Total Amount 17,000.00

Board of County Commissioners

Check No. 348534 Cash ____ By

Print | Zoom In | Zoom Out | Best Fit | Fit To Width | Fit To Height | Rotate

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06887 Pg 0260; (1pg)
CLERK'S # 2007171643
RECORDED 12/13/2007 08:47:28 AM
DEED DOC TAX 140.00
RECORDING FEES 10.00
RECORDED BY G Harford

Tax Deed File No. 1563-2005 DR-506 R. 01/06
Property Identification No. 23-20-30-5AQ-0000-002D

Tax Deed

State of Florida

County of Seminole

FOR OFFICIAL USE ONLY

The following Tax Sale Certificate Numbered 1563 issued on May 25, 2005 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on December 12, 2007, offered for sale as required by law for cash to the highest bidder and was sold to Daniel L. Duke

whose address is 1308 Deer Run Dr., Winter Springs, FL 32708, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 12th day of December, 2007, in the County of Seminole, State of Florida, in consideration of the sum of ($ 20,000.00) Twenty Dollars & 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows: PT OF LOT 2 BEG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E TO C/L OF CREEK SELY ALONG CREEK TO A PT E OF BEG W TO BEG (LESS 20 FT FOR RD) EUREKA HAMMOCK PB 1 PG 106

Witness: Geraldine Harford, Judith Eckenroth

Clerk of Circuit Court
Maryanne Morse
Seminole County, Fla. (Seal)

State of Florida

County of Seminole

On this 12th day of December, 2007, before me Haydee Ortiz personally appeared Maryanne Morse Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument as his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

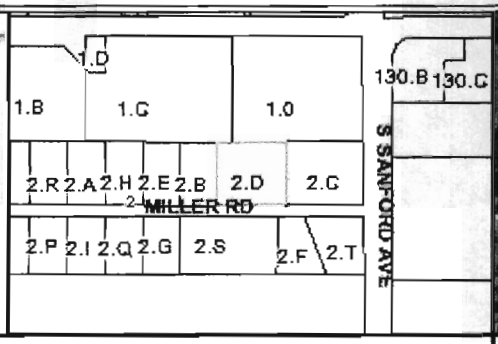
Haydee Ortiz
Deputy Clerk

Prepared by: Maryanne Morse, Clerk of the Circuit Court
Post Office Box 8099
Sanford, Florida 32772-8099

Book6887/Page260 CFN#2007171643

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id:	23-20-30-5AQ-0000-002D
Owner:	ROBINSON JOHN T &
Own/Addr:	ROBINSON JOHN T JR
Mailing Address:	312 MILLER RD
City,State,ZipCode:	SANFORD FL 32773
Property Address:	312 MILLER RD SANFORD 32771
Subdivision Name:	EUREKA HAMMOCK
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	00-HOMESTEAD (2005)
Dor:	02-MOBILE/MANUFACTURED

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	0
Depreciated Bldg Value:	$0
Depreciated EXFT Value:	$7,168
Land Value (Market):	$35,194
Land Value Ag:	$0
Just/Market Value:	$42,362
Assessed Value (SOH):	$31,093
Exempt Value:	$25,000
Taxable Value:	$6,093

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
QUIT CLAIM DEED	01/1992	**02395**	**1164**	$100	Improved	No
WARRANTY DEED	01/1976	**01085**	**0053**	$15,000	Improved	Yes

Find Comparable Sales within this Subdivision

2006 VALUE SUMMARY

Tax Amount(without SOH):	$289
2006 Tax Bill Amount:	$86
***Save Our Homes (SOH)* Savings:**	$203
2006 Taxable Value:	$5,335

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	188	150	.000	300.00	$35,194

Permits

LEGAL DESCRIPTION

PLATS: Pick...

PT OF LOT 2 BEG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E TO C/L OF CREEK SELY ALONG CREEK TO A

PT E OF BEG W TO BEG (LESS S 20 FT FOR RD) EUREKA HAMMOCK

PB 1 PG 106

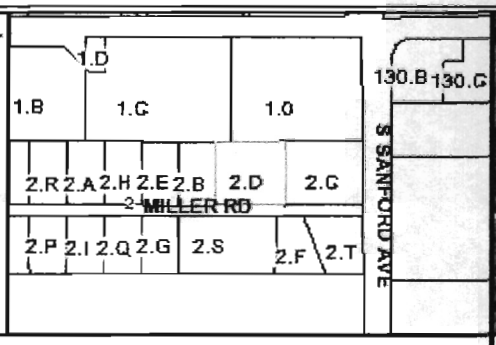
EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
WOOD UTILITY BLDG	1984	100	$240	$600
MOBILE HOME	1973	732	$6,039	$14,640
ALUM PORCH W/CONC FL	1979	342	$889	$2,223

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id: 23-20-30-5AQ-0000-002D
Owner: DYKE DANIEL L
Mailing Address: 1308 DEER RUN DR
City,State,ZipCode: WINTER SPRINGS FL 32708
Property Address: 312 MILLER RD SANFORD 32771
Subdivision Name: EUREKA HAMMOCK
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 02-MOBILE/MANUFACTURED

2008 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	0
Depreciated Bldg Value:	$0
Depreciated EXFT Value:	$7,992
Land Value (Market):	$35,194
Land Value Ag:	$0
Just/Market Value:	$43,186
Assessed Value (SOH):	$43,186
Exempt Value:	$0
Taxable Value:	$43,186

Tax Estimator

Tax Reform Calculator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
TAX DEED	12/2007	06887	0260	$20,000	Improved	No
QUIT CLAIM DEED	01/1992	02395	1164	$100	Improved	No
WARRANTY DEED	01/1976	01085	0053	$15,000	Improved	Yes

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

Tax Amount(without SOH):	$279
2007 Tax Bill Amount:	$90
Save Our Homes (SOH) Savings:	$189
2007 Taxable Value:	$6,093

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	188	150	.000	300.00	$35,194

Permits

LEGAL DESCRIPTION

PLATS: Pick...

PT OF LOT 2 BEG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E TO C/L OF CREEK SELY ALONG CREEK TO A

PT E OF BEG W TO BEG (LESS S 20 FT FOR RD) EUREKA HAMMOCK

PB 1 PG 106

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
WOOD UTILITY BLDG	1984	100	$240	$600
MOBILE HOME	1973	732	$6,863	$18,300
ALUM PORCH W/CONC FL	1979	342	$889	$2,223

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 02-87-CEB filed against JOHN T. ROBINSON AND JOHN T. ROBINSON, JR. and filed by and on behalf of Seminole County, on March 27, 2003, and recorded in Official Records Book 04765, Page 0896, of the Public Records of Seminole County, Florida, against the following described real property:

PT OF LOT 2 EG 900 FT E & 165 FT S OF NW COR LOT 2 RUN N 165 FT E
TO C/L OF CREEK SELY ALONG CREEK TO A PT E OF BEG W TO BEG
(LESS S 20 FT FOR RD) EUREKA HAMMOCK PB 1 PG 106

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

_____
MARYANNE MORSE
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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
February 12, 2008 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tina Williamson **EXT:** 7375

MOTION/RECOMMENDATION:
Approve the Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the amendment.

District 1 Bob Dallari
District 2 Michael McLean

Tina Williamson

BACKGROUND:

On October 2, 2006, the City of Oviedo and Seminole County entered into a Joint Planning Agreement (JPA) to provide for joint land use planning, continuation of intergovernmental coordination and cooperation between the City and the County.

The original JPA designated four transition areas within the Joint Planning Area. On June 4th, 2007, the City and the County entered into the First Amendment to the Joint Planning Agreement, which redefined the original Transition Area 2, removed the original Transition Area 3 and renamed the original Transition Area 4 as Transition Area 3.

The City and County have continued to work together to further define the remaining Transition Areas and have reached agreement concerning Transition Area 2. Currently, Transition Area 2 is defined as the two parcels more specifically described as parcel ID 24-21-31-300-002A-0000 and parcel ID 24-21-31-300-0020-0000. The City and the County have agreed that these parcels should no longer be considered transitional due to their location and surrounding development patterns.

The proposed Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement deletes the current Transition Area 2 and renames Transition Area 3 as Transition Area 2. The result of the proposed Second Amendment will be two remaining Transition Areas: Transition Area 1, which was defined in the original agreement and Transition Area 2, which the City and County agree to continue to work together to define. The remaining Transition Areas are shown in Exhibit 1 of the attached Second Amendment.

STAFF RECOMMENDATION:
Staff recommends the Board approve the Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the amendment.

ATTACHMENTS:

1. Second Amendment to JPA
2. Original JPA and First Amendment

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

SECOND AMENDMENT TO THE SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This Second Amendment is made and entered into this ___ day of _____, 2008 by and between Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771, hereinafter referred to as the "County" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas , on October 2, 2006, the City and the County entered into a Joint Planning Agreement (the "Original Agreement") recorded at Book 339, Pages 1290-1303 in the Board of County Commission records of Seminole County; and

Whereas, on June 4,2007, the City and the County entered into the First Amendment to the Joint Planning Agreement (the “First Amendment”) recorded at Book 350, Pages 2445-2448 in the Board of County Commission records of Seminole County; and

Whereas, the Original Agreement and the First Amendment shall be hereinafter jointly referred to as the “Agreement”; and

Whereas, the Agreement expressly states that the City and the County will work together to define the transition areas identified in the Agreement; and

Whereas, the Agreement provides for amendments and updates when executed by both governing Boards of the City and County pursuant to Section 10 of the Agreement; and

Whereas, the provisions of this amendment are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the parties have the lawful right and power to enter into this Amendment to the Agreement.

Now, Therefore, in consideration of the promises, mutual covenants, and commitments contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

Section 1. Amendment to Exhibit "C" of the Agreement
Exhibit "C" of the Agreement, as amended on June 4, 2007, is hereby further amended to read (underlined words are added, words struck through are deleted):

~~**Transition Area 2**~~
~~Transition Area 2, as shown on Exhibit "A" of the Agreement, is hereby repealed and redefined as the two parcels more specifically described as parcel ID 24-21-31-300-002A-0000 and parcel 10 24 21 31 300 0020 0000. These parcels abut City jurisdiction and currently have a County Future Land Use Designation of Low Density Residential (LDR). The City and County agree that development on these two parcels may take the form of neighborhood office, supporting the adjacent local community.~~

~~**Transition Area 4**~~
~~Transition Area 4, as shown on Exhibit "A" of the Agreement. is hereby renamed as Transition Area 3 and will be defined in context to the particular character and conditions to the Area. The City and County will work together to define this Transition Area and incorporate the specific standards into this Exhibit "C'.~~

Transition Area 3
Transition Area 3, as shown on Exhibit "1" of the Agreement is hereby renamed as Transition Area 2 and will be defined in context to the particular character and conditions to the Area. The City and County will work together to define this Transition Area and incorporate the specific standards into Exhibit "C'.

Section 2. Amendment to Exhibit "1" of the Agreement
Exhibit "1" of the Agreement is hereby repealed and replaced with Exhibit "1" provided herein, memorializing the amendments reflected in Section 1 above.

Section 3. Force and Effect
All other provisions of the Agreement entered into on October 2, 2006 and the First Amendment entered into on June 4, 2007 remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the Seminole County/City of Oviedo Joint Planning Agreement to be executed on the day and year first written above.

ATTEST: **CITY OF OVIEDO**

_____ By:_____
BARBARA BARBOUR, City Clerk MAYOR MARY LOU ANDREWS

Date: _____

For the use and reliance of the City of Oviedo.
Approved as to form and legal sufficiency.

_____
City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date:_____

As authorized by the Board of County Commissioners Seminole County, Florida At their _____, 20__ regular meeting.

ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of Seminole County

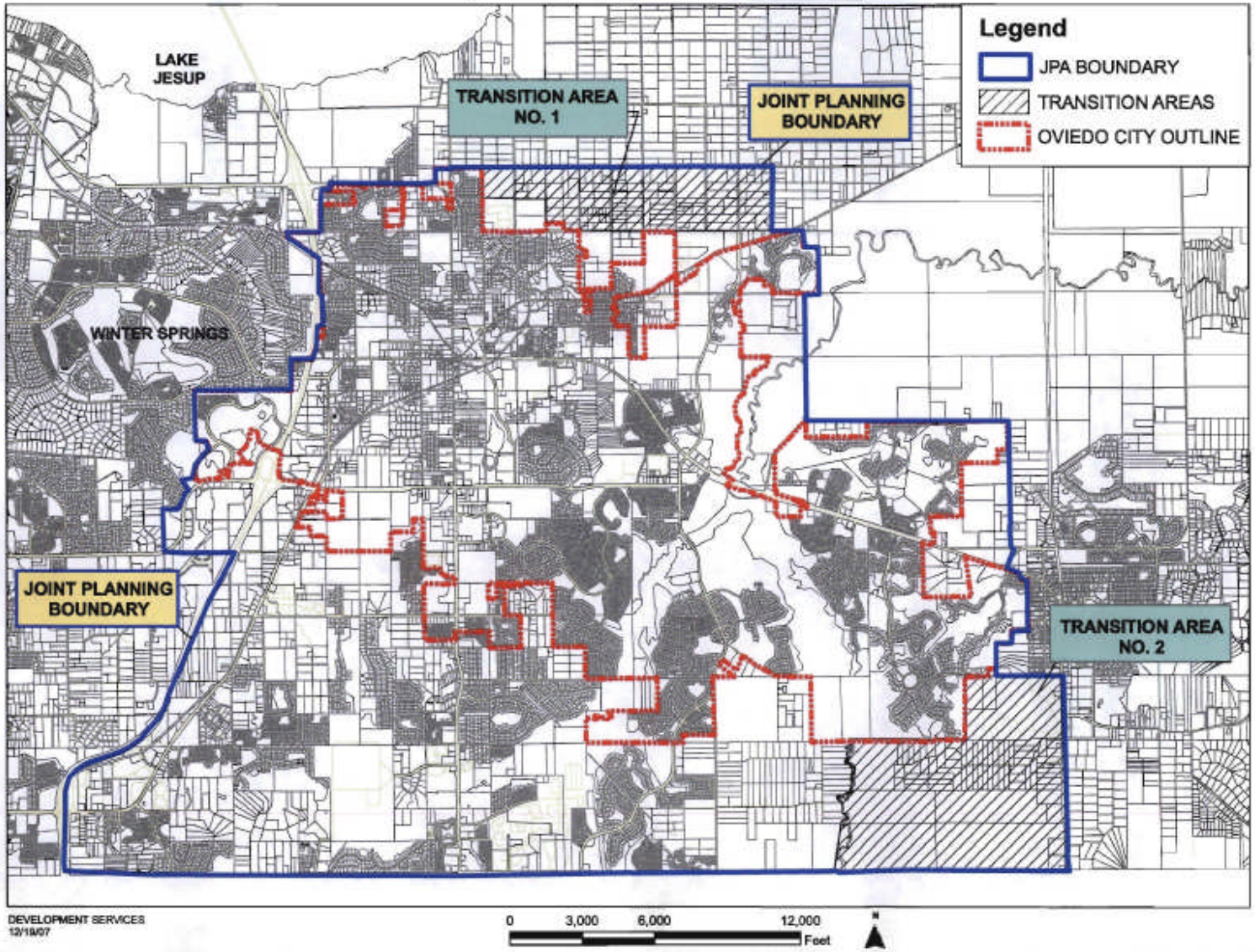
For the use and reliance of Seminole County.
Approved as to form and legal sufficiency.

_____
County Attorney

EXHIBIT “1”

JOINT PLANNING AREA & DESIGNATED TRANSITION AREAS

EXHIBIT "1"



DEVELOPMENT SERVICES
12/19/07

SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

OCTOBER 2006
INCLUDING JUNE 2007 FIRST AMENDMENT

SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This interlocal agreement is made and entered into this 2nd day of October, 2006 by and between Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771, hereinafter referred to as the "County" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

Whereas, the City and County have previously entered into Interlocal Agreements; and

Whereas, the Board of County Commissioners and the Oviedo City Council have executed a joint planning agreement that expressed their consensus agreement as to urban planning, first response fire service, future annexation limits for the City, and water service area boundaries for the County and the City in the Oviedo/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

Whereas, the Joint Planning Area and future annexation boundaries should be specifically defined; and

Whereas, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part II, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J- 5.015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

Whereas, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the County and the City have determined that it is in the best interest of the citizens of the County and the City that this Interlocal Agreement also be entered into; and

Whereas, the County and the City have reviewed their respective future land use designations for consistency with one another's comprehensive plans; and

Whereas, the County and the City have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, service delivery, joint land use planning, and conflict resolution, among other things; and

Whereas, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

Whereas, the County and the City desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

Whereas, land use matters which are the subject of this Agreement include, but are not limited to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this agreement; and

Whereas, the County and the City agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities, are a sound planning goal that serve to further intergovernmental coordination and that additional agreements between parties are highly desirable; and

Whereas, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand their municipal boundaries by annexation; and

Whereas the County and the City do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of the City's jurisdictional boundaries; and

Whereas, the parties have the lawful right and power to enter into this Agreement,

Now, Therefore, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Joint Planning Area

The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this agreement, the Joint Planning Area means the properties that are located in unincorporated Seminole County at the time of execution of this Agreement, that may be annexed into the City, as reflected in Exhibit "A" to this agreement which is incorporated as if fully set forth herein.

Section 3. Purpose and Intent

The purposes of this Agreement are as follows:

(a) Adopt performance standards and review procedures to ensure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion within the Joint Planning Area.

(b) Protect the general rural character of the Rural Area of Seminole County as depicted in the Seminole County Comprehensive Plan and Seminole County Home Rule Charter, as they may be amended, by establishing limits for and conditions relating to future annexations and development approvals by the City.

(c) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.

(d) Promote continued intergovernmental coordination and cooperation between the County and the City.

(e) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation decisions.

(f) Provide for mutually agreeable future land use designations that will ensure land use compatibility between the City and County.

(g) Reduce conflicts relative to comprehensive planning and land use matters and resolve any disputes that may arise in accordance with agreed upon procedures provided within this agreement.

(h) Articulate planning principles which landowners can evaluate to determine the reasonable use of their properties and, thereby, have their private property rights protected in accordance with law.

Section 3. Comprehensive Planning and Future Land Uses

The County and the City have reviewed their respective future land use designations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations are equivalent and of similar nature.

(a) Future Land Use Equivalency. The "Future Land Use Equivalency Chart", labeled Exhibit "B" and incorporated herein, describes equivalent future land use designations in the City and County Comprehensive Plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both the County and the City shall ensure that all of their respective future land use map and zoning map amendments are consistent with the future land use designations for described in Exhibit "B", except to the extent set forth in Section 3(c). The County shall not oppose of the City if such actions are compliant with applicable law and all equivalent County future land use designations as described in Exhibit "B". The City shall not oppose any County future land use and zoning map amendments if such actions are compliant with applicable law and all future land use designations as described in Exhibit "B". The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties.

(b) Future Land Use and Zoning Consistency. The County and City recognize the effectiveness of consistent future land use and zoning designations and agree to develop a comparison table of the respective future land use and zoning designations to evaluate areas where identical designations may be created and adopted.

(c) Recommendations for Future Land Use Designations and Performance Standards in Designated Transition Areas. In order to preserve the rural character of the Rural Area, the County and City shall seek to use physical features to define the Rural Area. The purpose of developing jointly acceptable future land use recommendations and performance standards for the Designated Transition Areas is to provide consistent guiding principles from which future land use plan amendments can be reviewed and land development carried out in a manner that transitions intensity and density through space and provides performance standards that may be used to aid in an effective transition from the urban into the rural environment. The "Designated Transition Areas" labeled Exhibit "A" and incorporated herein by reference, sets forth the areas where the future land use designations and performance standards provided in Exhibit "C" may be assigned to the described property. When development is proposed on parcels located in the Designated Transition Areas, the performance standards provided in Exhibit "C" will be observed to meet the following goals:

1. Create a "Ruralbelt" (which may include both transitional zoning and performance standards relating to buffers) that physically defines the Rural

Area by requiring a specific depth/opacity of a defined natural vegetative buffer to distinguish the Rural Area from the Urban Area.

2. Transitional land uses to address specific edge concerns.

3. Include performance standards for the buffering of "edge properties" (Designated Transition Areas) that include opacity standards. These standards (Exhibit "C") will also be reflected in the County and City's land development codes.

In the Rural Area, future land use map amendments proposed by the City in a manner consistent with the recommendations contained in Exhibit "C", applicable law, and the Seminole County Home Rule Charter, will not be opposed by the County. However, such proposed amendments must undergo joint review by the City and County in accordance with the November 2004 Seminole County Charter amendment and to coordinate facilities and services delivery to ensure that adopted levels of service are maintained. The process for which this joint review occurs is provided in Exhibit "D".

(d) Joint Review of Plan Amendments Within the Urban Area. During the development and drafting phases of the respective comprehensive plans or plan amendments of the City or the County, City and County staff shall timely transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanism.

Section 4. Annexation and Land Use Jurisdiction

(a) Future Land Use and Zoning Designation for Parcels Annexed Into the City. Upon annexation of County lands into the City, the County will not object to City future land use map and zoning map amendments as long as such actions are taken in accordance with the terms of this Agreement and applicable law. The City shall amend its Comprehensive Plan to include annexed lands during its first plan amendment cycle following such annexation.

(b) Any lands annexed into the City from the Rural Area, as designated in the Seminole County Home Rule Charter and Seminole County Comprehensive Plan, may only have a future land use amendment approved by the Seminole County Board of County Commissioners, who retains final authority for such actions involving all lands in the Rural Area, regardless whether said lands are in the Unincorporated County or in the City. The process for joint review of such a land use amendment is provided in Exhibit "D".

(c) Annexation Criteria and Restrictions. The County agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable State and Federal laws. Further, the County

recognizes that there currently exist enclaves of unincorporated County lands surrounded by the City and that it is in the interest of both the City and the County that such enclaves be eliminated. As such, the County will not object to the creation of smaller enclaves, caused by City annexation of certain properties within these enclaves, as long as the annexation otherwise complies with State law. The parties shall avoid the creation of enclaves and halt any serpentine annexations in the "Joint Planning Area," except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves.

(d) Interlocal Agreement to Annex Enclaves Ten Acres or Less in Size. The parties agree that enclaves less than 10 acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to F.S. 171.046(2) (a), which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Properties currently eligible for this provision are identified in the map in Exhibit "E". However, this provision will also apply to additional properties as they become eligible in the future.

Section 5. Coordination of Miscellaneous Land Development Regulations

(a) Uniform Right-of-Way and Road Standards. The City and the County agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.

(b) Land Development Code Updates. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least thirty (30) days prior to any official action on the matter.

(c) Review of Development Proposals for Transportation Impacts. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezoning, special exceptions, variances, deviations, zoning map amendments, proposed subdivisions and site development plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction within two (2) weeks of receipt of a complete application.

(d) Florida Avenue. Both the City and County agree to adhere to the Seminole County Comprehensive Plan Policy FLU 11.7, which states that any future connection of Florida Avenue with Stone Street shall be prohibited. This is to preserve the Rural Area and maintain rural character of entrance roadways into the Rural Area.

BK 339 PG 1295

Section 6. Water, Sewer and Reuse Provisions

(a) The City and County shall continue to collaborate to provide logical, functional, and cost effective central water and sewer services to appropriate areas as evidenced by the following Interlocal agreements between the parties: "City of Oviedo and Seminole County Wholesale Water and Wastewater Agreement" dated June 11, 1996; and "City of Oviedo and Seminole County Wholesale Wastewater Service Agreement" dated June 24, 2002. Each time a parcel of property is annexed by the City consistent with the Joint Planning Area Boundary described and established in Exhibit "A", which is attached hereto and incorporated herein by this reference thereto, and the property is not being served by the County, the City may add the annexed property into its water and sewer service area.

(b) The City and County agree to pursue a collaborative approach to the use of reuse water and other alternative water sources for irrigation.

Section 7. First Response Agreement

The City and County entered into an agreement to provide First Response fire, rescue, emergency medical aid, and emergency management assistance, entitled "City of Oviedo and Seminole County Automatic Aid/ First Response Interlocal Agreement dated July 15, 2002. This agreement meets the goals of the Joint Planning Agreement predating this agreement for cooperative efforts to plan for services in areas that surround City limits.

Section 8. Conflict Resolution

(a) Intergovernmental Conflict Resolution. In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the terms of resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties. These resolution procedures will remain valid as to this Joint Planning Agreement regardless of the continued viability of the 1997 agreement.

(b) Chapter 164, Florida Statutes. Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

(c) Time of Actions. The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

Section 9. Conflict of Interest

The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

Section 10. Agreement Amendments

This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing Boards of the City and County prior to the Agreement being effectively amended.

Section 11. Term

This Agreement supersedes and supplants any prior existing Agreements between the City and County regarding land development practices. The term of this Agreement shall be for five (5) years, effective upon the execution date by the last party. At least one year prior to the termination of this Agreement, both parties agree to meet and negotiate a new term and/or revised agreement.

Section 12. Notice

Contact persons for this Agreement shall be the City Manager and the County Manager.

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Section 13. Standing

Nothing in this Agreement shall be deemed to impair, waive or create any right accruing to any private property owner within the Joint Planning Area to seek enforcement of any of the covenants, agreements, or promises contained herein to a court of competent jurisdiction.

BK 339 PG 1297

CITY OF OVIEDO

By: _____
THOMAS G. WALTERS, Mayor

Date: October 2, 2006

ATTEST:

_____
BARBARA BARBOUR, City Clerk

For the use and reliance of the City of Oviedo.
Approved as to form and regular meeting.
~~legal sufficiency.~~

_____
for City Attorney
LONNIE N. GROOT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: 9-19-06

As authorized for execution by
the Board of County Commissioners
Seminole County, Florida
at their Sept. 12, 2006,
regular meeting.

ATTEST:

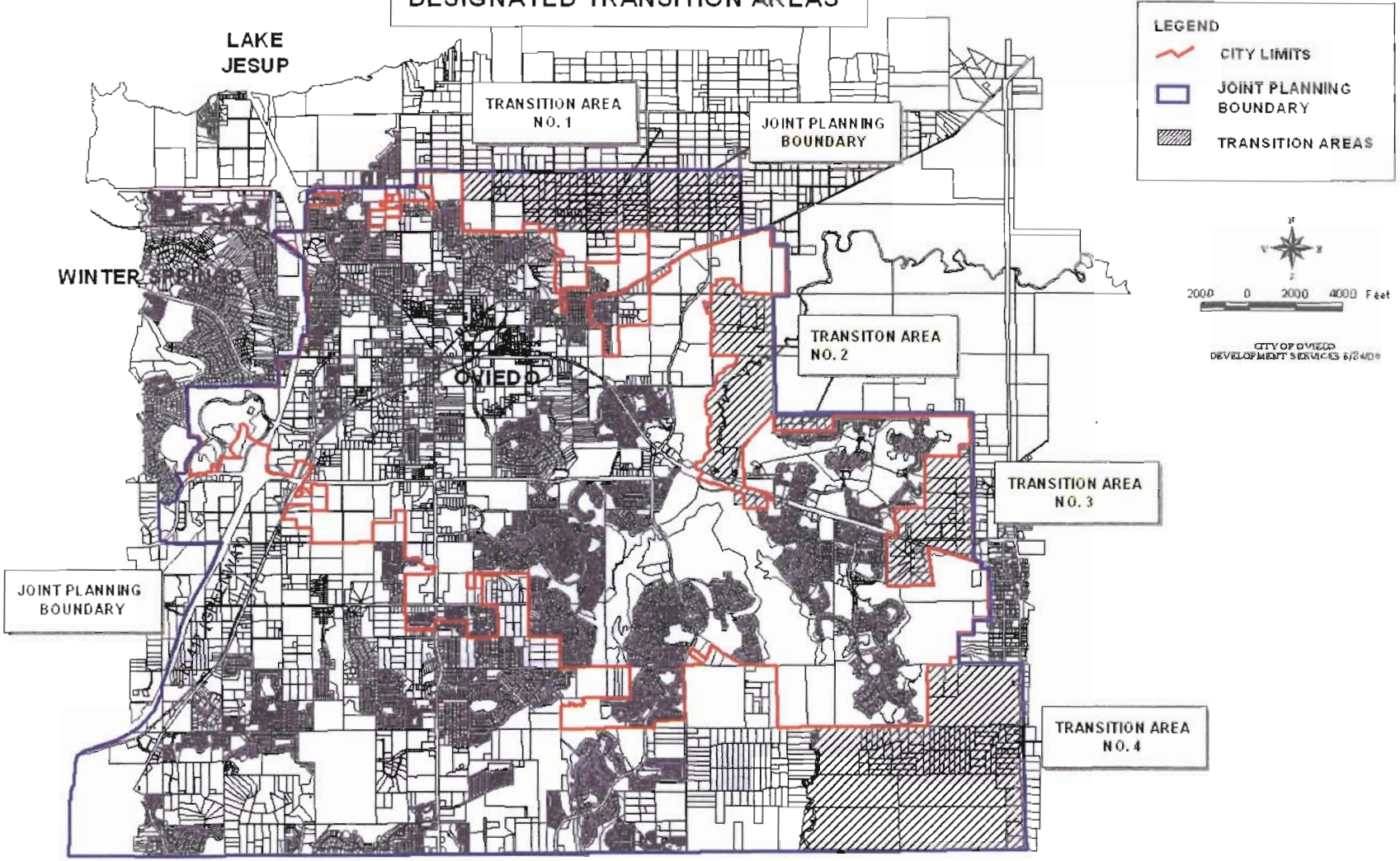
_____
for MARYANNE MORSE
Clerk to the Board of
County Commissions of

For the use and reliance of Seminole County.
Approved as to form and regular meeting
legal sufficiency.

_____
County Attorney

BK 339 PG 1298

EXHIBIT "A"
JOINT PLANNING AREA & DESIGNATED TRANSITION AREAS



BK 339 PG 1297

EXHIBIT "B"
FUTURE LAND USE EQUIVALENCY CHART[1]

Future Land Use	City Land Use	County Land Use
Suburban – Single Family	LDR-T[3] R-1AAA: 20,000 sq. ft. PUD: 10,500 sq. ft.	Suburban Estates 1 DU/Acre
Low Density Residential – Single Family	LDR 3.5 DU/Acre 3.85 DU/Acre (PUD)[2]	LDR 4 DU/Acre 7 DU/Acre (affordable housing only)
Medium Density Residential	MDR 8 DU/Acre 8.6 DU/Acre (PUD)[2]	MDR 10 DU/Acre
High Density Residential	HDR 15 DU/Acre 15.75 DU/Acre (PUD)[2]	HDR >10DU/Acre
Office	Office .30 FAR	Office .35 FAR
Commercial	Commercial .5 FAR PUD: .6FAR(includes Office, Recreation, Light Industrial, Public, or Institutional)	Commercial (Includes Office) .35 FAR
Industrial	Industrial: <.6 FAR PUD[2]: Industrial/ <.5 FAR Commercial/ <.5 FAR Office/ .3 FAR Public/ .5 FAR	Industrial (Includes Office & Commercial) .65 FAR
High Intensity Mixed Use Planned Unit Development	Planned Unit Development Residential: <5.0 Commercial: <.5 FAR Office: <.3 FAR Industrial: <.5 FAR DRI: Per DRI Development Order	Higher Intensity Planned Development 20 DU/Acre – Transitional 50 DU/Acre – Core .35 FAR
Public/Recreation	Public	Public/Quasi Public Recreation
Conservation	Conservation	Conservation

1 The equivalency chart does not apply to property within the designated Rural Area as designated on the official Seminole County Future Land Use Map and Home Rule County Charter.

2 The City of Oviedo Comprehensive Plan allows for mixed-use development with the approval of a Planned Unit Development establishing minimum thresholds for the amount of acreage dedicated to the primary use and maximum densities and intensities for accessory uses.

3 In Transition Area 1, the density shall be limited to no more than two dwelling units per acre in the City LDR-T Future Land Use Designation.

EXHIBIT "C"
Designated Transition Areas Performance Standards

Transition Area 1- (transition defined as part of the 2006 JPA update)

Transition Area 1 is located on the northern border of the JPA and is comprised of land that is in the Urban Area of unincorporated County and the Rural Area of unincorporated County (see Exhibit "A").

The City and County agree to the following land use patterns:
For all property north of Panther Street (aka Artesia Avenue) within the urban side of the transition abutting the Rural Boundary, upon annexation into the City, a City Future Land Use designation of LDR-T (maximum density of two dwelling units per acre) may be applied.

For all property that is within the rural side of the transition area, whether annexed into the City or remains in the County, an overlay Future Land Use designation of Rural Border Transition (RBT) may be applied. The RBT Overlay Future Land Use extends 1320 feet from the Rural Boundary up to Florida Avenue, between Division Street on the west and Van Arsdale Street on the east. From the Rural Boundary to 660 feet north, a density of no more than one dwelling unit per net buildable acre shall be permitted. From the 660-foot line, north to Florida Avenue, a density of no more than one dwelling unit per three net buildable acres shall be permitted. PUD zoning is the only zoning classification allowed in the RBT Future Land Use designation. The PUD must utilize clustering, provide a minimum of 50% open space, and lot sizes shall be no smaller than 1/2 acre (21,780 sq. ft.).

Any development utilizing the RBT Future Land Use Overlay and abutting Florida Avenue shall provide a periphery project buffer/setback from Florida Avenue a minimum of 100 feet in width. The buffer shall remain in its natural vegetated/forested state. Where existing vegetation does not exist within the first 50 feet closest to Florida Avenue, the buffer shall be supplemented requiring eight canopy trees to be planted per every 100-feet, with a minimum four-inch caliper and at least twelve-feet tall at the time of planting. Development within the RBT Overlay shall also meet requirements of the "East Seminole County Scenic Corridor Overlay District Ordinance", unless superseded by requirements in this JPA.

Transition Areas 2-4
Each of the Transition Areas 2, 3, and 4, as shown on Exhibit "A", will be defined individually in context to the particular character of each transition area. The City and County will work together to define these transition areas and incorporate the specific standards into this Exhibit "C".

EXHIBIT "D"

COMPREHENSIVE PLAN AMENDMENT PROCESS FOR FUTURE LAND USE MAP AMENDMENTS IN RURAL AREA

The City and County will work together to finalize a joint review process that includes the following elements as outlined below:

1. Application Submittal to City of Oviedo.

2. City Staff routes application to County Staff. City and County staffs conduct joint review of application package and prepare one (1) report with one (1) recommendation. Report and recommendation submitted to City of Oviedo Land Planning Agency (LPA).

3. City of Oviedo LPA conducts transmittal public hearing and makes a recommendation to the City of Oviedo City Council. City and County staffs make a joint presentation.

4. City Council conducts a transmittal public hearing and makes a recommendation to the Seminole County Board of County Commissioners (BCC). City and County staffs make a joint presentation.

5. Seminole County BCC conducts a public hearing to decide whether or not to transmit the proposed future land use map amendment to the Florida Department of Community Affairs (FDCA). City Manager and county staff make a joint presentation.

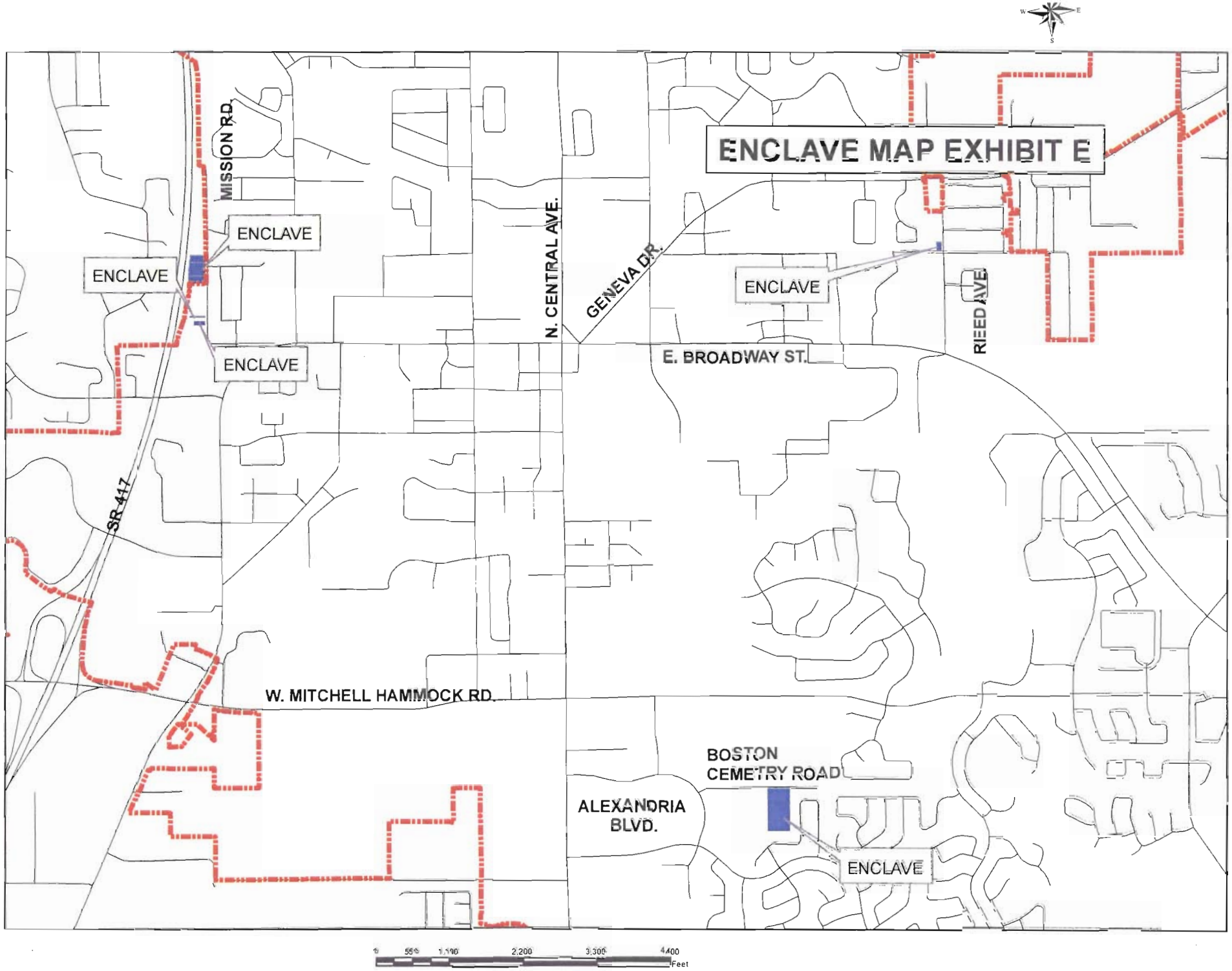
6. If amendment is transmitted to FDCA, City and County staffs prepare a joint response to the FDCA Objections, Recommendations, and Comments (ORC) report.

7. City Council conducts an adoption public hearing and makes a recommendation to the Seminole County BCC. City and County staff make a joint presentation.

8. Seminole County BCC conducts an adoption public hearing. City Manager and county staff make a joint presentation.

9. Adopted amendment transmitted to FDCA for compliance review.

10. FDCA issues a Notice of Intent to find the adopted amendment in compliance.



BK 339 Pg 1303

FIRST AMENDMENT TO THE SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This First Amendment is made and entered into this 4th day of June, 2007 by and between Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771, hereinafter referred to as the "County" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas, on October 2, 2006, the City and the County entered into a Joint Planning Agreement (the "Agreement") recorded at Book 339, Pages 1290-1303 in the Board of County Commission records of Seminole County ; and

Whereas, the Agreement expressly stated that the City and the County will work together to define the transition areas identified in the Agreement; and

Whereas, the Agreement provides for amendments and updates when executed by both governing Boards of the City and County pursuant to Section 10 of the Agreement; and

Whereas, the provisions of this amendment are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the parties have the lawful right and power to enter into this Agreement,

Now, Therefore, in consideration of the promises, mutual covenants, and commitments contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

Section 1. Amendment to Exhibit "C" of the Agreement
Exhibit "C" of the Agreement is amended to read (underlined words are added, words struck through are deleted):

~~**Transition Area 2-4**~~
~~Each of the Transition Areas 2, 3, and 4, as shown on Exhibit "A", will be defined individually in context to the particular character of each transition area. The City and County will work together to define these transition areas and incorporate the specific standards into this Exhibit "C".~~

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Coach
DEPUTY CLERK

Transition Area 2
Transition Area 2, as shown on Exhibit "A" of the Agreement, is hereby repealed and redefined as the two parcels more specifically described as parcel ID 24-21-31-300-002A-0000 and parcel ID 24-21-31-300-0020-0000. These parcels abut City jurisdiction and currently have a County Future Land Use Designation of Low Density Residential (LDR). The City and County agree that development on these two parcels may take the form of neighborhood office, supporting the adjacent local community.

Transition Area 4
Transition Area 4, as shown on Exhibit "A" of the Agreement, is hereby renamed as Transition Area 3 and will be defined in context to the particular character and conditions to the Area. The City and County will work together to define this Transition Area and incorporate the specific standards into this Exhibit "C'.

Section 2. Amendment to Exhibit "A" of the Agreement
Exhibit "A" of the Agreement is hereby repealed and replaced with Exhibit "1" provided herein, memorializing the amendments reflected in Section 1 above.

Section 3. Force and Effect
All other provisions of the Agreement entered into on October 2, 2006 remain in full force and effect. Execution of this Amendment does not extend or alter the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement to be executed on the day and year first written above.

CITY OF OVIEDO

By: _____
THOMAS G. WALTERS, Mayor

Date: 6/4/2007

ATTEST:

_____
BARBARA BARBOUR, City Clerk

For the use and reliance of the City of Oviedo.
Approved as to form and regular meeting.

_____
City Attorney

SEAL

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: May 8, 2007

As authorized for execution by
the Board of County Commissioners
Seminole County, Florida
at their April 24, 2007,
regular meeting.

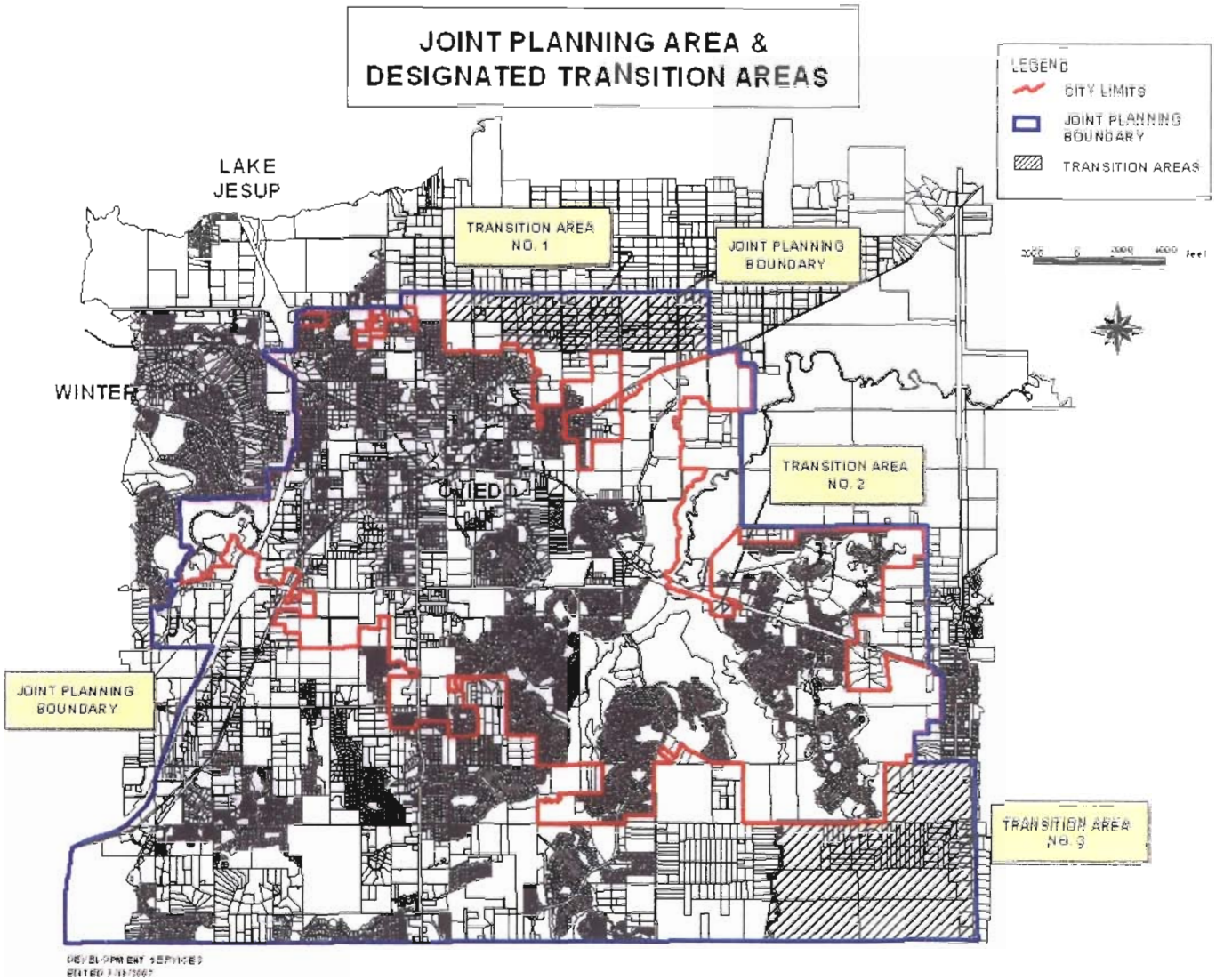
ATTEST:

_____
MARYANNE MORSE
Clerk to the Board of
County Commissions of

For the use and reliance of Seminole County.
Approved as to form and regular meeting
legal sufficiency.

_____
County Attorney

Exhibit "1"


JOINT PLANNING AREA &
DESIGNATED TRANSITION AREAS
LEGEND
CITY LIMITS
JOINT PLANNING BOUNDARY
TRANSITION AREAS
LAKE JESUP
WINTER
TRANSITION AREA NO. 1
JOINT PLANNING BOUNDARY
TRANSITION AREA NO. 2
JOINT PLANNING BOUNDARY
TRANSITION AREA No. 3

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Issue a Certificate of Public Convenience and Necessity (COPCN) to Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet.

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: Tad Stone **CONTACT:** Angel Nater **EXT:** 5127

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Certificate of Public Convenience and Necessity (COPCN) for Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, to become effective from the date this COPCN is executed through June 30, 2008. Air Methods provides 911 scene air medical transportation and intra-facility transportation for Seminole County.

County-wide Angel Nater

BACKGROUND:

To comply with Chapter 401 of Florida Statutes, entities desiring to provide air ambulance transport services within county geographical boundaries must receive an annual Certificate of Public Convenience and Necessity (COPCN) from that county. Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet is requesting a COPCN to become effective from the date this COPCN is executed through June 30, 2008. Air Methods provides 911 scene air medical transportation and intra-facility transportation for Seminole County.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Certificate of Public Convenience and Necessity (COPCN) for Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, to become effective from the date this COPCN is executed through June 30, 2008.

ATTACHMENTS:

1. COPCN Application
2. COPCN Document

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY
APPLICATION
FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

SECTION 1: APPLICANT INFORMATION

Name of Service: Rocky Mtn Holdings, LLC dba LifeNet Date of Application: 12-19-07
Business Address: 8858 Airport Blvd
City: Leesburg State: FL Zip: 34788
Name of Service Owner: Air Methods Corporation
Business Address: 7301 South Peoria
City: Englewood State: CO Zip: 80112
Business Telephone: (303) 792-7550 Emergency Telephone: ____
Contact Person: Randy Layman mail to: Randy Layman, 28 Kingfish St., Santa Rosa Beach, FL 32459
Telephone: (850) 398-2299

SECTION 2: OPERATIONAL INFORMATION

LEVEL OF SERVICE		CLASSIFICATION	
Emergency Transport	____	Municipality	____
ALS First Response	____	County	____
BLS First Response	____	Private	X
Interfacility Transport	____	Hospital	____
Non-emergency Transport	____	Other	____
Air Medical	X		____

SECTION 3: DESCRIPTION OF PROPOSED COVERAGE AREA

All of Seminole County & Contiguous Counties

SECTION 4: IDENTIFY THE NUMBER AND TYPES OF VEHICLES TO BE OPERATED:

Type I	____	Specialty	____
Type II	____	Other	X
Type III	____	Air Ambulance	(3 in region)

SECTION 5: FEE FOR SERVICE SCHEDULE:

Loading Fee $8979.02 Mileage Fee (loaded) $83.61

SECTION 6: CURRENT FLORIDA LICENSURE INFORMATION:

Service currently licensed in State of Florida X Yes ____ No
Service currently possess COPCN's X Yes ____ No
Name Counties where applicant currently holds COPCNs Osceola, Polk, Sumter, Lee
Applicant must provide sworn affidavit verifying certification information.

M. R. Layman
Signature of Applicant

Joan M. Ellis
Commission #DD318525
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Joan M. Ellis
Dec. 20, 2007

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, AIR METHODS d/b/a ROCKY MOUNTAIN HOLDINGS LLC d/b/a LIFENET desires to provide air medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for air medical service to be provided to the citizens of Seminole County; and

WHEREAS, the above named air medical service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes*, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this air medical service company from the date this COPCN is executed through June 30, 2008.

IN ISSUING THIS CERTIFICATE, it is understood that the above named air medical service will meet the requirements of State law, County ordinances, and all other legal requirements and provide 911 scene and interfacility transport as needed on a twenty-four (24) hour basis within the geographical boundaries of Seminole County. In the event the provider establishes a fixed location in Seminole County, this COPCN will be rescinded and a new COPCN must be developed.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
1/8/08
P:\Users\Legal Secretary CSB\Public Safety\COPCN-Air Methods.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment No. 2, A Time Extension to December 14, 2009, to Agreement S0163 Between the Florida Department of Environmental Protection and Seminole County for the Club II Borrow Pit Stormwater Retrofit Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Mark Flomerfelt **EXT:** 5709

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Amendment No. 2, a time extension to December 14, 2009, to Agreement S0163 between the Florida Department of Environmental Protection and Seminole County for the Club II Borrow Pit Stormwater Retrofit Project.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:
The Club II Regional Stormwater facility is located on a 100-acre site north of State Road 46, west of Brisson Avenue. Staff has been working with representatives from the Florida Department of Environmental Protection (FDEP) to quantify and monitor the effectiveness of water quality treatment at the Club II Regional Stormwater Facility. Construction of the Club II Regional Stormwater Facility has been completed (CIP No. 00233801), and additional time is needed on a related grant to complete the water quality monitoring task. No costs are associated with extending this agreement from December 2007 to December 2009, and an amendment granting such extension has been approved by FDEP.

STAFF RECOMMENDATION:

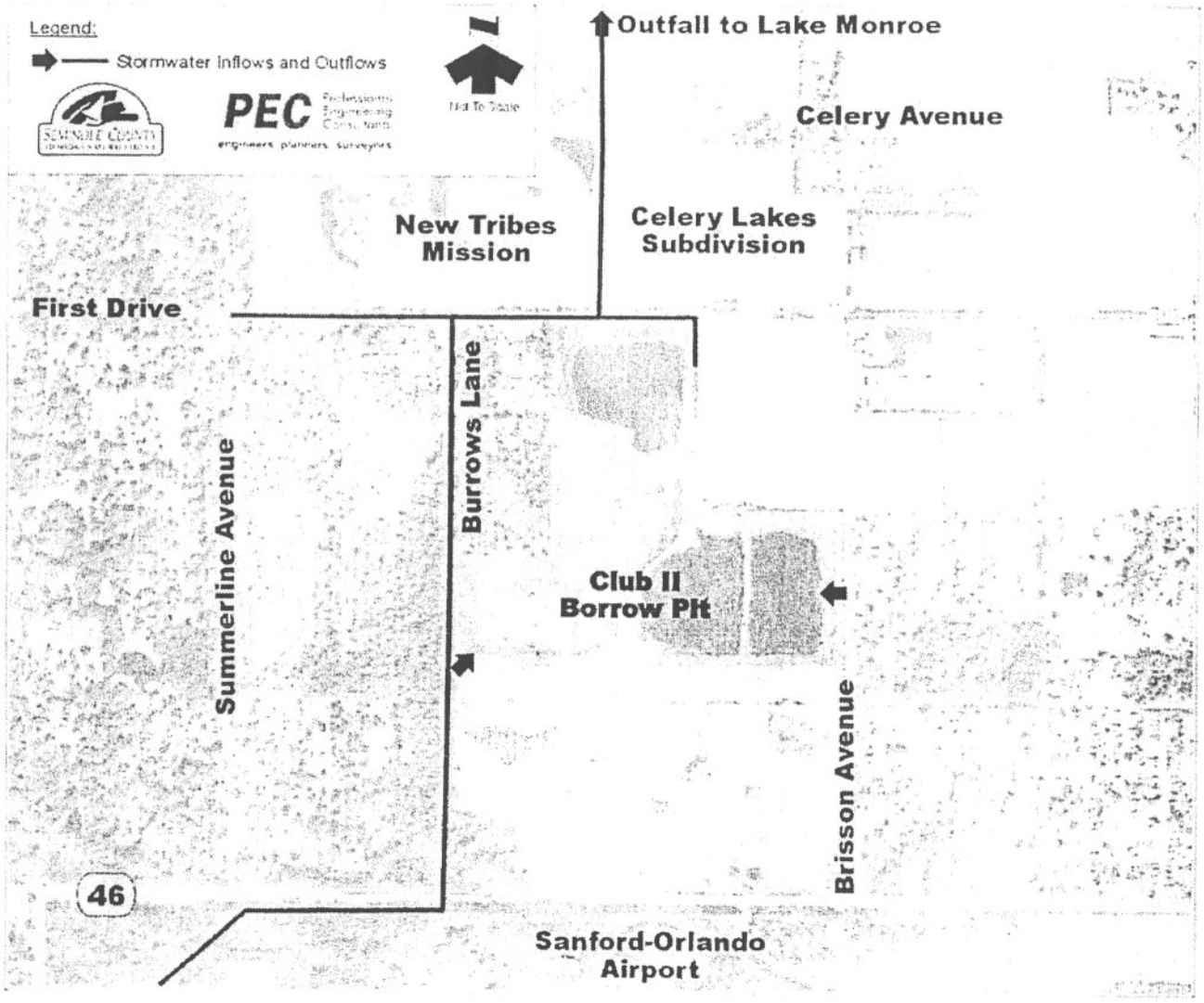
Staff recommends the Board approve and authorize the Chairman to execute Amendment No. 2, a time extension to December 14, 2009, to Agreement S0163 between the Florida Department of Environmental Protection and Seminole County for the Club II Borrow Pit Stormwater Retrofit Project.

ATTACHMENTS:

1. Location Map
2. DEP Agreement No. S0163
3. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

Figure 1: Site Location Map



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CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Leach
DEPUTY CLERK

DEP AGREEMENT NO. S0163

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1700 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Seminole County Road Operations and Stormwater Division, 520 Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide funding for the Club II Borrow Pit Stormwater Retrofit Project

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon execution by both parties and shall remain in effect for a period of thirty-six (36) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $501,271 toward the total project cost estimate of $2,306,911.60. The parties hereto agree that the Grantee is responsible for providing a minimum match of $181,000 toward the project described in **Attachment A,** Grant Work Plan. The Grantee shall also provide a non-required match of $1,624,640.60 from alternate sources. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B**, Payment Request Summary Form. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.

   C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at www.dbf.state.fl.us/aadir/reference_guide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the quarterly reports will be submitted based upon the date of execution of the Agreement (e.g. Months 4, 7, 10, etc. after execution). The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in **Attachment C**, Special Audit Requirements. A revised copy of **Attachment C**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**, Special Audit Requirements. If the Grantee fails to receive a revised copy of **Attachment C**, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

    B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with

all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blair Stone Road, MS 3510	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/245-8430
SunCom No.:	205-8430
Fax No.:	850/245-8434
SunCom Fax No.:	205-8434
E-mail Address:	eric.livingston@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Tom Radzai	
Seminole County Road Operations & Stormwater Division	
520 W. Lake Mary Boulevard	
Sanford, Florida 32773	
Telephone No.:	407/665-5715
Fax No.:	407/665-5742
E-mail Address:	tradzai@co.seminole.fl.us

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment E**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:

    A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

    B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made a part hereof as **Attachment F**.

23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

24. Grantee matching funds have been used for the acquisition of land for this project. The Grantee agrees that the funds used to purchase the land shall not be used as match to any other Agreement supported by State or Federal funds.

25. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Title*:

Date:_____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Date: 10/5/04

_____
Eric Livingston, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.: 59-6000856

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (10 Pages)
Attachment	B	Payment Request Summary Form (1 Page)
Attachment	C	Special Audit Requirements (5 Pages)
Attachment	D	Property Reporting Form (1 Page)
Attachment	E	Quality Assurance Requirements Provision Options (3 Pages)

Accepted By:

ATTEST:

MARYANNE MORSE
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

10/14/04
Date

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
CARLTON HENLEY, Chairman
Board of County Commissioners

Date: 12-16-04

As authorized for execution by the Board of
County Commissioners at their
12-14, 2004 regular meeting

Agreement Between the Florida Department of Environmental Protection and Seminole County for the Funding for Construction of the Club II Borrow Pit Stormwater Retrofit Project

ATTACHMENT A
GRANT WORK PLAN

CLUB II BORROW PIT STORMWATER MANAGEMENT SYSTEM

COOPERATING ORGANIZATIONS:
St. Johns River Water Management District

PROJECT ABSTRACT: The project will convert the Club II Borrow pit into a regional stormwater treatment facility. This conversion will involve major regrading of the existing borrow pit site along with the installation of stormwater infrastructure improvements. The end result will be a dual cell wet-detention facility that collects stormwater runoff from the surrounding area and treats it prior to discharging into Lake Monroe (Middle St. Johns River). The areas slated for connection to the proposed stormwater management system currently employ no water quality treatment prior to discharging into Lake Monroe; therefore the construction of this stormwater treatment facility will tremendously reduce the total pollutant (nutrients, suspended solids, BOD, heavy metals) loading to Lake Monroe by approximately 33,000-kg (36.5-tons) per year. In addition to the water quality treatment provided, the proposed stormwater management system will also have a dramatic benefit with regard to flood protection for a large portion of the existing watershed.

PROJECT LOCATION AND WATERSHED CHARACTERISTICS: The Club II Borrow pit is located within Section 32 of Township 19 South and Range 31 East. More specifically, the project site is located north of State Road 46A (Geneva Avenue), south of First Drive, east of the Roseland Park Development and west of Brisson Avenue in Seminole County, Florida.

Watershed Name: Upper St. Johns (Lake Monroe)
Latitude: 28.7937
Longitude: -81.2433
Hydrologic Unit Code (HUC): 03080101

Land Uses within the Watershed (acres and percentages of total):

Land Use	Acres	%
Residential	111.79	21.56
Pasture	199.60	38.49
Woods	103.40	19.94
Surface Water	103.80	20.01
Land Use Totals (Acreage and %)	518.56	100.00

* Land uses and corresponding area pertain to the drainage area contributing stormwater runoff to the stormwater management system.

POLLUTION REDUCTION STRATEGY: This proposal represents a significant step forward in the process to drastically reduce the pollutants injected into surface water bodies by untreated stormwater runoff. The pollution reduction will be accomplished by converting an 84.5-acre borrow pit into a dedicated wet detention facility. The stormwater runoff generated by approximately 416-acres of surrounding pasture, woodland and residential area (including a portion of the Sanford-Orlando Airport) previously discharging directly to Lake Monroe will now be re-routed into the Club II Borrow Pit Stormwater Management System for treatment. The facility will reduce the pollutant loading to Lake Monroe by a total of approximately 36.5-tons per year.

PROJECT OBJECTIVE(S): Lake Monroe is listed as impaired for Nutrients (TSI) and Dissolved Oxygen on the Draft 2003 Verified 303(d) list. The TMDL for both of these parameters is listed as a "low" priority projected for development in 2008. The Club II Borrow Pit Stormwater Management Facility will be designed and constructed to remove a substantial amount of the pollutants contributing to the impaired status of Lake Monroe including the following: Total Nitrogen (TN), Total Phosphorus (TS), Total Suspended Solids (TSS), Biochemical Oxygen Demand (BOD), Total Copper (TCu), Total Lead (TPb) and Total Zinc (TZn). This reduction in pollutant loading will be accomplished by re-directing stormwater runoff previously discharging directly to Lake Monroe into an 84-acre borrow pit that will be converted into a dedicated stormwater management facility.

PROJECT DESCRIPTION: The Club II Borrow Pit Stormwater Management Facility will consist of two primary phases. Phase 1 will involve the conversion of the existing borrow pit into a wet detention pond and Phase 2 will redirect the runoff generated by the surrounding area into said pond.

Seminole County currently has a drainage easement over the entire 100 acre site. At the present time, the Club II Borrow Pit has completed borrow operations and is preparing to begin reclamation of the pit. As part of the final reclamation plan, the existing borrow pit will be regraded to provide adequate side slopes for safety and maintenance purposes. Secondly, the stormwater related infrastructure (i.e. control structures) will be installed in order to regulate the water level and discharge rates from the pond. The plan for controlling the water level utilizes a two-stage approach involving both a low and a high level stormwater outfall. The low level overflow will discharge into the smaller northern cell of the existing borrow pit. Due to the elevations of the homes within a residential development north of the northern cell, it was recommended by the project geotechnical engineer (Devo Engineering), after a thorough analysis, that the water level in the northern cell be controlled as low as possible in order to avoid a berm failure. Therefore, only small orifice flows from the stormwater facility will be discharged into the northern cell. All high level flows will be discharged into the adjacent ditch system via a western control structure and routed to the main outfall ditch on the north side of First Avenue, effectively bypassing the northern cell. This strategy provides an effective water quality treatment process without aggravating the potential seepage condition in the northern borrow pit cell. A brief summary of the preliminary engineering design data for the wet detention pond is included in the following table:

Drainage Area Treated	415.79 acres (0.65 square miles)
Permanent Pool Volume	1,722.34 acre-feet
Mean Detention Time	1395 days
Treatment Volume	156.96 acre-feet (4.53 inches over Drainage Area)

The second component of the project involves re-routing stormwater runoff from the adjacent areas into the Club II Borrow Pit Stormwater Management Facility. This will be accomplished by augmenting/improving existing or constructing new conveyance systems to direct stormwater runoff into the wet detention pond.

ESTIMATED POLLUTANT LOAD REDUCTION:

BMP's Installed	Club II Borrow Pit	TSS kg/year	TP kg/year	TN kg/year	BOD kg/year	Copper kg/year	Lead kg/year	Zinc kg/year
Pollutant Loads	Pre-Project	28,723	68.1	798	3,869	8.33	2.53	71.5
	Post-Project	258	1.3	68	107	0.31	0.08	1.3
	Load Reduction	28,465	66.8	730	3,762	8.02	2.45	70.2
	% Reduction	99	98	91	97	96	97	98

MODEL USED: The estimated pollutant load reductions stated above were taken directly from a project specific report prepared by Environmental Research & Design, Inc. (Harvey H. Harper, Ph.D., P.E.). Land use and wet detention pond stage-storage data was developed by Professional Engineering Consultants, Inc. and provided to ERD for use in their analysis. A copy of this report is enclosed as supporting documentation for this grant application.

OUTPUTS/DELIVERABLES:

Tasks 1 – Construction Plans and Permitting

Final construction plans and specifications will be prepared for the borrow pit conversion and the stormwater infrastructure improvements. These plans and specifications will be developed based on a thorough investigation of existing site conditions and previous stormwater studies, detailed modeling of the stormwater management system and industry standard cost-effective design practices. In addition to all information required to obtain the necessary

construction permits, the plans and specifications for this project will include a comprehensive erosion and sediment control plan.

Task 2 – Construction
Construction of the Club II Borrow Pit Stormwater Management Facility will begin once the construction plans and specifications have been completed, permits have been obtained and contractors have been selected. Seminole County will provide construction administration and inspection services throughout the duration of the project. Digital photos will be taken from the beginning of the project until its completion to document the project.

Task 3 – Effectiveness Evaluation: Monitoring to Determine Treatment Effectiveness
In order to measure the effectiveness of the new Stormwater Management Facility, Seminole County will prepare a stormwater monitoring plan and submit it to DEP for approval. The plan shall be based on the generic sampling plan set forth in Appendix I. A QAPP will also be prepared and submitted to DEP. The final project report will include the results of the stormwater monitoring program and document the load reduction from the project.

Task 4 – Project Administration
Seminole County staff will perform (or retain consultants to perform) all project management, construction administration (including construction contractor selection and construction inspection) and effectiveness evaluation duties. Seminole County will also be responsible for ensuring that all reports are submitted to FDEP including construction progress reports, annual monitoring reports and the final project report.

PROJECT MILESTONES:

Task	Activity	Start	Complete
0	Land Acquisition		Completed
1	Preliminary Design – Const Plans		Completed
1	Const Plans and Permitting	Month 3	Month 6
2	Borrow Pit regrading	July 04	Dec 04
2	Construction	Month 6	Month 12
3	Monitoring plan and QAPP	Month 6	Month 12
3	Post-Implementation Monitoring	Month 12	Month 36
4	Quarterly Progress Reports	Month 1	Month 12
4	Final Project Report	Month 33	Month 36

REFERENCES CITED:

Harper, Harvey H., Ph.D., P.E., January 2004. *Evaluation of the Performance Efficiency of the Proposed Club II Borrow Pit Stormwater Management System – Draft Final Report.* Environmental Research & Design, Inc. 3419 Trentwood Boulevard, Suite 102, Orlando, Florida 32812

Seereeram, Devo, Ph.D., P.E., June 2003. *Liner Recommendations For Club 2 Borrow Pond Fill Berm where it interfaces with Celery Plantation Subdivision on the North; and Groundwater Baseflow Analysis Into Club 2 Borrow / Pond For Various Control Level.* 5500 Alhambra Drive, Orlando, Florida 32808

Kincaid, Stephen L., P.E., et al, July 1992. *Midway Basin Drainage Inventory and Engineering Study.* Lochrane Engineering, Inc., 201 South Bumby Avenue, Orlando, Florida 32803

Seminole County Property Appraiser Services
http://www.scpafl.org/scpaweb/index.jsp

U.S. Environmental Protection Agency: Surf Your Watershed > Upper St. Johns
http://cfpub.epa.gov/surf/huc.cfm?huc_code=03080101

Florida Department of Environmental Protection
Total Maximum Daily Loads
http://www.dep.state.fl.us/water/tmdl/index.htm

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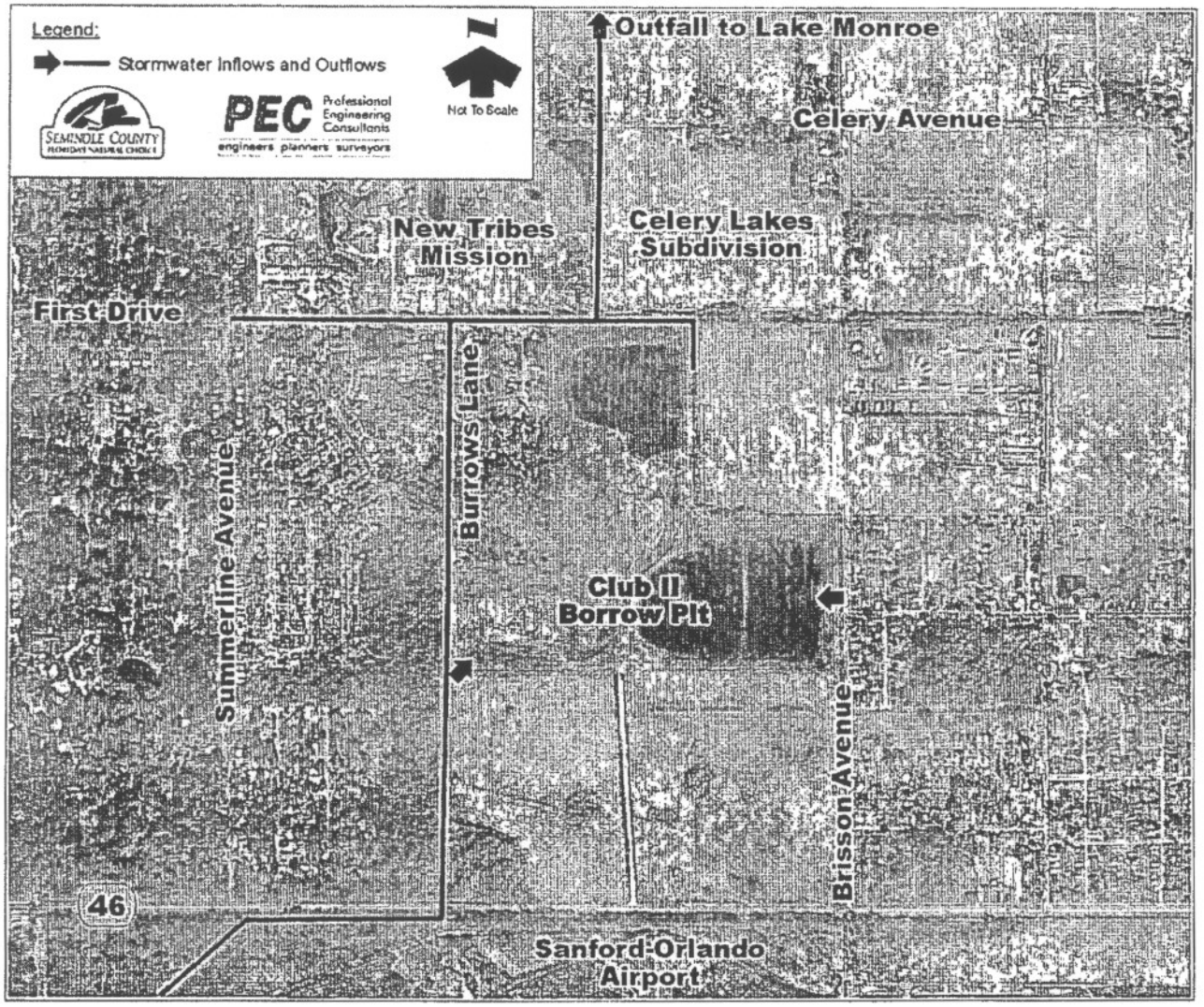
Figure 1: Site Location Map



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PROJECT BUDGET SUMMARY:

Project Funding Activity	Florida Forever	Matching Funds	Other Funds Not Match[2]	Match Source
Task 0- Land Acquisition			$1,000,000	Seminole County
Task 1 – Preliminary Design & Construction Plans			$50,000	SJRWMD
Task 1 – Construction Plans & Permitting	$75,000			
Task 2 – Borrow pit regrading[1]			$574,640.60	SJRWMD
Task 2 – Construction	$326,271			
Task 3 – Effectiveness Evaluation	$100,000	$50,000		Seminole County
Task 4 – Project Administration		$131,000		Seminole County
Total :	**$501,271**	**$181,000**	**$1,624,640.60**	
Total Project Cost :		**$2,306,911.60**		

[1]Seminole County currently has a dedicated drainage easement over the entire 100 acre borrow pit site
[2]Other funds contributed to the project by Seminole County and SJRWMD are non-required match.

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

FLORIDA FOREVER GRANT EXPENDITURES

Seminole County, Florida

"CONCEPTUAL CONSTRUCTION COST ESTIMATE"

Unit Abbreviations:

AL = Allowance	LF = Linear Feet
AC = Acre	LS = Lump Sum
CY = Cubic Yards	SY = Square Yard
EA = Each	TN = Ton

Club II Regional Retention Pond Facility

Item No.	FDOT Specification #	Item Description	Estimated Quantity	Unit	Unit Price	Extended Amount
		General Items				
G-1	101-1	Mobilization	1	LS	6%	$12,921.00
G-2	104	Erosion Control And Pollution Abatement	1	LS	$18,000.00	$18,000.00
					SUB-TOTAL	**$30,921.00**
		Construct Improved Outfall System				
A-1	120-1	Interceptor Trench	2,500	CY	$12.00	$30,000.00
A-2	110	Clearing And Grubbing (Vegetation, Pipes, Roadway, Etc.)	1	LS	$25,000.00	$25,000.00
A-3	550-2	Chainlink Fence	7,000	LF	$12.00	$84,000.00
A-4	425	Furnish & Install Pond Control Structures	3	EA	$5,000.00	$15,000.00
A-5	400-1-2	36" Headwalls	6	EA	$1,000.00	$3,000.00
A-6	425-1-541	"D"- Inlets	3	EA	$3,000.00	$9,000.00
A-6	430	Furnish & Install 36-inch RCP Outfall Pipes	450	LF	$75.00	$33,750.00
A-7	104-13-1	Silt Fence	200	LF	$12.00	$2,400.00
A-8	104-11	Floating Turbidity Barrier	100	LF	$20.00	$2,000.00
A-9	575	Sodding (Bahia)	2,200	SY	$2.50	$5,500.00
A-10	530-1-4	Rip-Rap (Rubble)	1	TN	$200.00	$200.00
A-10	530-76-2	Reno Mattress	556	SY	$120.00	$5,500.00
					SUB-TOTAL	**$215,350.00**
		Engineering & Environmental Assessment				
		Engineering & Environmental Assessment		LS		$80,000.00
		Design & Permitting of Diversion Structures		LS		$75,000.00
		Water Quality Monitoring		LS		$100,000.00
					SUB-TOTAL	**$ 501,271.00**

Notes: 1) This cost estimate is for diversion and outfall control structures. Design, permitting & construction necessary to make the regional facility funcitional.

2) Also included is the water quality monitoring.

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Seminole County Match Budget
Seminole County, Florida

"CONCEPTUAL CONSTRUCTION COST ESTIMATE"

Unit Abbreviations:

AL = Allowance	LF = Linear Feet
AC = Acre	LS = Lump Sum
CY = Cubic Yards	SY = Square Yard
EA = Each	TN = Ton

Club II Regional Retention Pond Facility

Item No.	FDOT Specification #	Item Description	Estimated Quantity	Unit	Unit Price	Extended Amount	Required or Non-Required Match
		Pond Grading					
		Borrow Pit Reclamation & Slope Grading		LS		$574,640.60	Non-Required
		Preliminary Engineering, Geotechnical, Survey & Water Quality		LS		$50,000.00	Non-Required
		Project Administration & Inspection		LS		$131,000.00	Required
		Effectiveness Evaluation		LS		$50,000.00	Required
		Land Acquisition ($10,000/ Acre)		LS		$1,000,000.00	Non-Required
		Cost Shares					
		SJRWMD Grant		LS		$624,640.60	
		Seminole County		LS		$1,181,000.00	
TOTAL						$1,805,640.60	

Notes

Match amount includes non-required contribution from SJRWMD and Seminole County in the amount of $1,624,640.60.

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APPENDIX 1
MONITORING TO DETERMINE TREATMENT EFFECTIVENESS

If this project is approved for funding, the applicant will be required to monitor the effectiveness of the stormwater BMP. BMP effectiveness data is required by EPA to demonstrate the environmental benefits of a project. The general monitoring requirements are set forth below. Please note that the final scope of work in the contract may include more specifics on particular monitoring requirements.

Within six months before the completion of the project, the applicant will submit a detailed monitoring plan to the department for review and comment. The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The monitoring will include sampling of from seven to ten (10) storm events as described below. Monitored events will be discrete rainfall events of generally greater than 0.20 inches and less than 1.5 inches. However, the storm event rainfall may be modified depending on the type of BMP, the contributing drainage area, the amount of impervious area, and the time of concentration.

Monitoring will be conducted at two locations: inflow and outflow.

Monitoring will include the following parameters:

- Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least the week proceeding monitoring and day(s) of monitoring.
- Flow using approved flow activated flow meters
  - Parameters as specified below

Parameter	Detection Limit	Method
Total Cadmium	1 ug/l	Composite*
Total Chromium	5 ug/l	Composite*
Total Copper	5 ug/l	Composite*
Total Zinc	10 ug/l	Composite*
NO2+NO3	0.1 mg/l	Composite*
TKN	0.3 mg/l	Composite*
Total Ammonia	0.05 mg/l	Composite*
Or Total N		Composite*
Total Phosphorus	0.05 mg/l	Composite*
Ortho Phosphate	0.05 mg/l	Composite*
TSS	1 mg/l	Composite*
Oil/Grease	1 mg/l	Composite*
Fecal coliform	N/A	Grab** if possible

*Flow weighted composite samples will be taken over the storm hydrograph. Typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a 36 hour period at outflow station. Rainfall that does not result in at least a six hour discharge from the stormwater BMP shall not be considered a completed monitoring event. Each composite will include at least six evenly distributed sub-samples.

**Grab samples to be collected within the drainage area time of concentration at influent and effluent stations described above.

The applicant should estimate the pollutant removal efficiency of the stormwater BMP by calculating the percent reduction in the event mean concentration (EMC) for the period of record [1-(Average Inflow EMC/Average Outflow EMC)]. For BMPs with multiple inflow (and/or outflow) points, the pollutant contributions for each inflow should be flow weighted. See the National Stormwater Best Management Practice database at http://www.bmpdatabase.org/ and Development of Performance Measures, Determining Urban Stormwater Best Management Practice Removal Efficiencies, 1999 by URS Greiner Woodward Clyde, ASCE and EPA at http://www.bmpdatabase.org/task3_1.pdf

The efficiency ratio is defined in terms of the average event mean concentration (EMC) of pollutants over some time period:

$$ER = 1 - \frac{\text{Average outlet EMC}}{\text{Average inlet EMC}} = \frac{\text{average inlet EMC} - \text{average outlet EMC}}{\text{average inlet EMC}}$$

EMCs can be either collected as flow weighted composite samples in the field or calculated from discrete measurements. The EMC for an individual event or set of field measurements, where discrete samples have been collected, is defined as:

$$EMC = \sum ViCi / \sum Vi$$

where,

V: volume of flow during period i
C: average concentration associated with period i
n: total number of measurements taken during event

The arithmetic average EMC is defined as,

$$averageEMC = \sum EMCj / m$$

where,
m: number of events measured
In addition, the log mean EMC can be calculated using the logarithmic transformation of each EMC. This transformation allows for normalization of the data for statistical purposes.

$$\text{Mean of the Log EMCs} = \sum Log(EMCj) / m$$

Estimates of the arithmetic summary statistics of the population (mean, median, standard deviation, and coefficient of variation) should be based on their theoretical relationships with the mean and standard deviation of the transformed data. Computing the mean and standard deviation of log transforms of the sample EMC data and then converting them to an arithmetic estimate often obtains a better estimate of the mean of the population due to the more typical distributional characteristics of water quality data. This value will not match that produced by the simple arithmetic average of the data. Both provide an estimate of the population mean, but the approach utilizing the log-transformed data tends to provide a better estimator, as it has been shown in various investigations that pollutant, contaminant and constituent concentration levels have a log-normal distribution (NURP, 1983). As the sample size increases, the two values converge.

Assumptions
This method

- Weights EMCs from all storms equally regardless of relative magnitude of storm. For example a high concentration/high volume event has equal weight in the average EMC as a low concentration/low volume event. The logarithmic approach tends to minimize the difference between the EMC and mass balance calculations.
- Is most useful when loads are directly proportional to storm volume. For work conducted on nonpoint pollution (i.e., inflows), the EMC has been shown to not vary significantly with storm volume. This lends credence to using the average EMC value for the inflow but does not provide sufficient evidence that outflows are well represented by average EMC. Accuracy of this method will vary based on the BMP type.
- Minimizes the impacts of smaller/cleaner storm events on actual performance calculations. For example, in a storm by storm efficiency approach, a low removal value for such an event is weighted equally to a larger value.
- Allows for the use of data where portions of the inflow or outflow data are missing, based on the assumption that the inclusion of the missing data points would not significantly impact the calculated average EMC.

Comments
This method

- Is taken directly from nonpoint pollution studies and does a good job characterizing inflows to BMPs but fails to take into account some of the complexities of BMP design. For example, some BMPs may not have outflow EMCs that are normally distributed (e.g., a media filter that treats to a relatively constant level that is independent on inflow concentrations).
- Assumes that if all storms at the site had been monitored, the average inlet and outlet EMCs would be similar to those that wer monitored.
  that were monitored.

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ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Seminole County Board of County Commissioners

GRANTEE'S GRANT MANAGER: _____

PAYMENT REQUEST NO.: _____

DEP AGREEMENT NO.: S0163

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED:$ _____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	$	$	$	$
Fringe Benefits	$	$	$	$
Travel (if authorized)	$	$	$	$
Subcontracting:				
Planning	$	$	$	$
Design	$	$	$	$
Construction	$	$	$	$
Construction Related Costs	$	$	$	$
Equipment Purchases	$	$	$	$
Supplies/Other Expenses	$	$	$	$
Land	N/A	N/A	N/A	N/A
Indirect	$	$	$	$
TOTALS	$	$	$	$
AGREEMENT AMOUNT	$		$	
Less Total Cumulative Payments of:	$		$	
TOTAL REMAINING IN GRANT	$		$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT* " line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTALS*" line. Enter the budget amount on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTALS*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 ($500,000 for fiscal years ending after 12/31/03) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of $300,000 in any fiscal year of such recipient ($500,000 for fiscal years ending on or after September 30, 2004), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $300,000 in State financial assistance in its fiscal year ($500,000 for fiscal years ending on or after September 30, 2004), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at http://state.fl.us/fsaa/catalog or the Governor's Office of Policy and Budget website located at http://www.myflorida.com/myflorida/government/contacts/opbOffice.html for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website http://www.leg.state.fl.us/, Governor's Website http://www.myflorida.com/, Department of Financial Services' Website http://www.dbf.state.fl.us/ and the Auditor General's Website http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item 1700	2004-2005	37039	Statewide Surface Water Restoration and Wastewater Projects	$501,271.00	140076

Total Award	$501,271.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [http://state.fl.us/fsaa/catalog]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT D

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. S0163
(For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing $1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing $1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:

BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: **MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.**

DEP Contract Manager Signature: _____ Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

DEP 55-212 (03-02)

ATTACHMENT E

QUALITY ASSURANCE REQUIREMENTS FOR DEP CONTRACTS

(last revised 5/20/03)

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.

2. <u>LABORATORIES</u>

   A. The Contractor shall ensure that all laboratory testing activities are performed by a laboratory certified by the Department of Health Environmental Laboratory Certification Program (DoH ELCP) for the test methods and analytes to be measured.

   B. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution, and shall be fully certified within six months. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.

   C. Prior to providing analytical services, the laboratory must provide information for all test measurements that at least one set of performance test samples that meet the DoH ELCP certification requirements have been passed successfully within the last 6 months.

   D. Laboratories shall maintain certification for all test methods during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately contracted to a laboratory with current DoH ELCP certification. The laboratory shall notify the project manager in writing of any changes before such changes are made.

   E. A copy of the DoH Certificate and the list of test methods for each laboratory shall be provided to the project manager with submission of the QAPP or upon receiving DoH certification (see 2.B above).

   F. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) whether DoH ELCP certification is required or not, shall be submitted for review and approval in accordance with DEP-QA-001/01 "New and Alternative Analytical Laboratory Methods", January 1, 2002. The method must be approved by the Department before use.

   G. The Contractor shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP-QA-002/02. In addition:

      1. The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked sample is spiked at an incorrect level, then the entire batch of samples must be re-prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.

      2. No analyses may be performed using expired reagents, calibration solutions or check solutions.

      3. The concentration of each calibration standard used to generate a nonlinear calibration curve must be calculated based on the curve. All calculated calibration concentrations must be within 85% - 115% of the known concentration for that standard.

      4. If a relative response factor is used to determine the sample concentration, the continuing calibration checks must meet the method stated acceptance criteria.

      5. Analytical sensitivity must be evaluated using a check standard prepared at the practical quantitation limit for each analytical run as described above for PQLs.

      6. The absolute value of the raw instrument value must be less than the MDL for all blanks.

      7. If method control limits for any measurements are exceeded (including control limits for sample matrix spikes), then the analysis must be repeated if possible. All sample data that is associated with a failed quality control measure must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory

comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used, but not explicitly provided for in Chapter 62-160, F.A.C., must be identified and defined in the report.

8. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.

9. If a field blank, equipment blank or trip blank result is greater than the MDL, the result must be confirmed by reanalyzing a new aliquot of the sample. The laboratory must investigate sufficiently to determine that positive blank results are not due to a laboratory error, and report results with appropriate qualifiers and/or comments.

3. **FIELD ACTIVITIES**

A. All sample collection and field activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated January 1, 2002.

B. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

A. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after the project completion.

B. In addition to the NELAC-compliant laboratory report, the Contractor shall require that the laboratory provide additional information to satisfy the "Tier 1" validation requirements as outlined in DEP-QA-002/02.

C. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.

D. The Contractor shall adhere to the documentation and records requirements for project data contained in DEP-QA-002/02.

E. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved.

5. **AUDITS**

A. AUDITS BY THE DEPARTMENT – Pursuant to 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the Contractor, upon request, must provide the Department with the requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department determines that the data are not usable for the proposed purpose, the Department reserves the right to terminate the contract and require the Contractor to reimburse the Department for all payments made for work done on the collection or analysis of data.

B. PLANNING REVIEW AUDITS –

1. Initial: Within one month after the second sampling and analysis event has been completed (including all analyses), the Contractor and all associated subcontractors shall review the planning document (see 6 below) relative to the field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling design or schedule. A summary of the review, including any corrective action plans or amendments to the planning document shall be sent to the Department Contract Manager within one month of the review, and a copy shall be maintained with the permanent project records.

2. Ongoing: Planning reviews as described in 1 above shall occur annually.

C. QUALITY SYSTEMS AUDITS – The Contractor and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed, and documented in the organization's records.

D. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the Contractor shall provide statements about data usability relative to the Project Data Quality Objectives and Data Quality Indicators.

6. **PLANNING DOCUMENTS**

A. A Quality Assurance Project Plan (QAPP) shall be submitted to the Department Project Manager for review and approval. The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001. Failure to submit the required QAPP within six months of the initiation of sampling activities shall result in suspension of the Contract until the document has been submitted to DEP.

B. The Contractor and affected subcontractors have three (3) opportunities to submit their QA Plan documents to the Department for approval. If any Plan fails the approval process three (3) times, the Department may terminate the Contract in its entirety. Failure to provide acceptable QA Plans as required will result in suspension or termination of this Contract.

C. The Department Contract Number shall appear on the title page of the submitted QAPP. Within forty-five (45) days of receipt of properly identified documents by the DEP, the Department shall review and either approve the QAPP, or provide comments to the Contractor and affected subcontractors as to why the Plan is not approved. If further revisions are needed, the Contractor shall then have fifteen (15) days from the receipt of such comments to respond. The Department shall respond to all revisions within 30 days of receipt.

D. If QA Plan review is delayed, through no fault of the Contractor, beyond sixty (60) days after the Plan is received by the Department, the Contractor shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period that review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

E. Sampling and analysis may not begin until the QAPP has been approved.

F. Once approved, the Contractor shall follow the protocols specified in the approved QAPP including, but not limited to:

1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
2. Using only the protocols approved in the QAPP; and
3. Using only the equipment approved in the QAPP.

G. If any significant changes such as changes in procedures or test methods, changes in organizations, or changes in key personnel occur, the Contractor shall submit appropriate amendments to the Department Project Manager for review and inclusion into the QAPP. Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the Department Project Manager to suspend or terminate the Contract.

7. **DELIVERABLES**

A. The following outlines the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this contract:

1. Copy of DoH ELCP certificate including the list of test methods and analytes shall be submitted with the draft QAPP.
2. Copies of performance test results (see 2C of laboratory) shall be submitted with the draft QAPP.
3. Non-standard laboratory or field procedures – Prior written approval is required and will be provided upon submission of the complete packet of information for review.
4. Planning review audits – As specified in 5.B.
5. Statement of Usability – As specified in 5.D.
6. Planning Document – see 6.

Note: All documents referenced in the Attachment are available at the following website:

http://www.dep.state.fl.us

DEP AGREEMENT NO. S0163
AMENDMENT NO. 2

THIS AGREEMENT as entered into on the 16th day of December, 2004 and amended on the 31st day of December, 2006, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, in order to allow BMP effectiveness monitoring, a no cost time extension is needed; and,

WHEREAS, the Grantee has requested and the Department has agreed to a no cost time extension to allow monitoring; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2 is hereby revised to change the completion date to December 14, 2009.

-- Paragraph 3A is hereby deleted in its entirety and replaced with the following:

A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $501,271 toward the total project cost estimate of $2,306,911.60. The parties hereto agree that the Grantee is responsible for providing a minimum match of $181,000 toward the project described in **Attachment A,** Grant Work Plan. The Grantee shall also provide a non-required match of $1,624,640.60 from alternate sources. Prior written approval from the Department's Grant Manger shall be required for changes between approved budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

-- Paragraph 15 is hereby deleted in its entirety and replaced with the following:

15. The Grantee's Grant Manager for this Agreement is identified below.

Roland Raymundo	
Seminole County Road Operations & Stormwater Division	
520 W. Lake Mary Boulevard	
Sanford, Florida 32773	
Telephone No.:	407/665-5943
Fax No.:	407/665-5742
E-mail Address:	rraymundo@seminolecountyfl.governmi nole.fl.us

-- Attachment A, Project Milestones is deleted in its entirety and replaced with the following:

PROJECT MILESTONES:

TASK	ACTIVITY	START	COMPLETE
	Land Acquisition		Completed prior to Agreement Execution
	Preliminary Design – Const. Plans		Completed Prior to Agreement Execution
1	Const. Plans and Permitting	June 2005	April 2006
2	Construction & Borrow Pit Regrading	January 2007	May 2007
3	Effectiveness Monitoring Plan & QAPP	January 2008	December 2009
4	Project Administration	June 2005	September 2009
	Final Project Report	September 2009	December 2009

-- Attachment C-1, Revised Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment C-2, Second Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C-1 shall hereinafter refer to **Attachment C-2, Second Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By:_____
*Title:

Date:_____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Secretary or Designee

Date: 12/6/07

Eric Livingston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	C-2	Second Revised Special Audit Requirements (5 Pages)

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Brenda Carey, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Date: _____

As authorized for execution by the Board of County Commissioners at their February ___, 2008 regular meeting.

For Use and Reliance of Seminole County Only.
Approved as to Form and Legal Sufficiency.

_____
County Attorney

ATTACHMENT C-2

SECOND SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item GAA1700	2004-2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	$501,271.00	140076
Amendment No. 1	Water Quality Assurance Trust Fund – Line Item GAA1718	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	$571,315.00	140076

Total Award	$1,072,586.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution Accepting a Quitclaim Deed from the State of Florida Department of Transportation Transferring Access Easements Used to Construct State Road 417.

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Fred Pearson III **EXT:** 5711

MOTION/RECOMMENDATION:
Adopt a Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring access easements used to construct State Road 417.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

The State of Florida Department of Transportation (FDOT) acquired rights-of-way within the Seminole County-maintained road system in conjunction with the construction of State Road 417. Representatives from FDOT have determined that these access easements used to construct State Road 417 are not needed for State highway purposes and have executed the attached Quitclaim Deed transferring access easements for the lands identified by the State of Florida Department of Transportation as Parcel Numbers 800, 801, 802, 803, 804, 805, 806, 807, 808 and 809 as delineated in Section 97770-2302 of the State Road 417 Right-of-Way Map.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring access easements used to construct State Road 417.

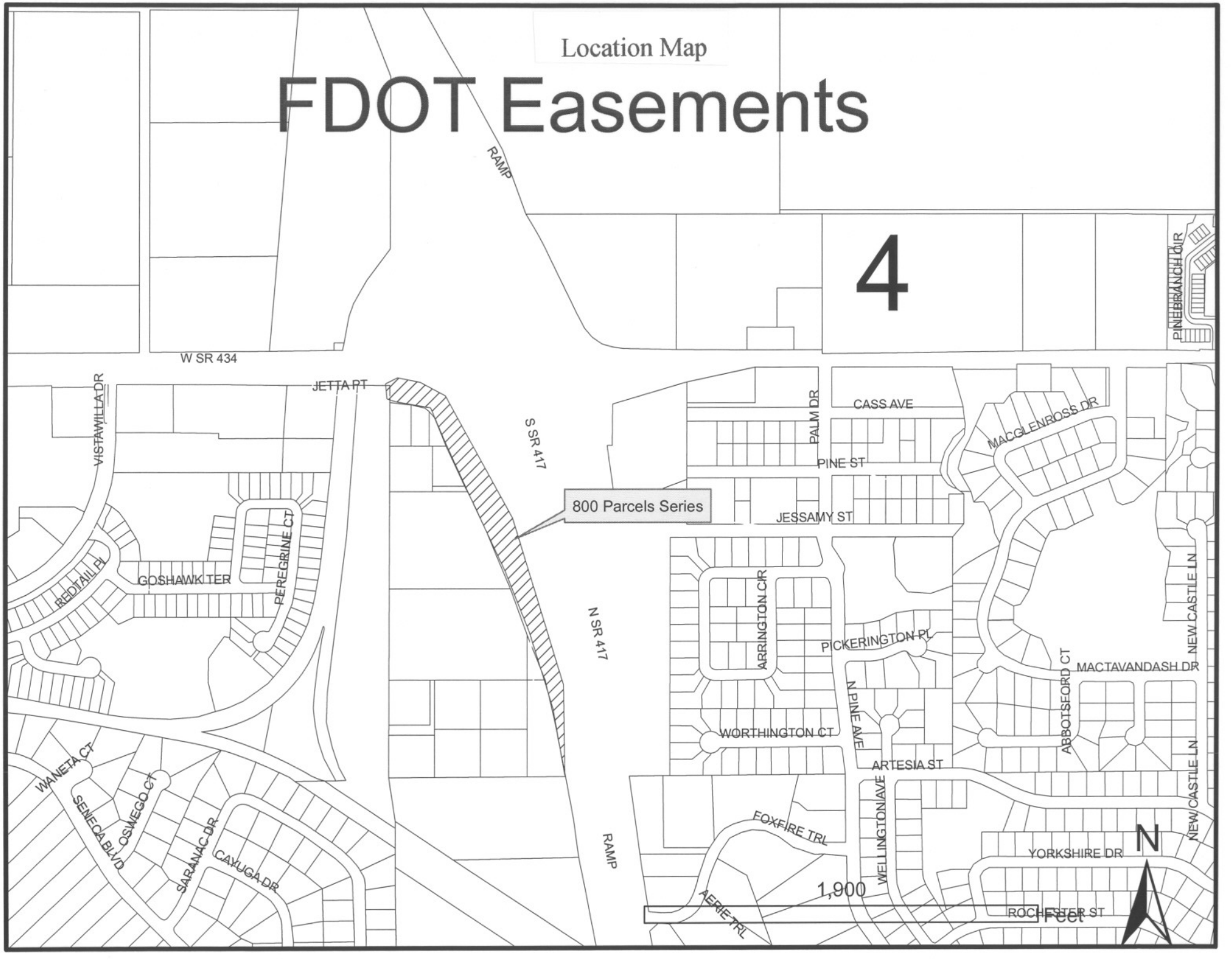
ATTACHMENTS:

1. Location Map
2. Resolution
3. Quitclaim Deed-Access Esmt-FDOT Parcel No. 800-809-SR 417

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

Location Map

FDOT Easements



RESOLUTION NO. 2008 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12th DAY OF FEBRUARY, 2008.

WHEREAS, the State of Florida, Department of Transportation acquired portions of rights-of-way within the Seminole County Maintained Road System that were severed by the construction of State Road 417; and

WHEREAS, the State of Florida Department of Transportation acquired additional rights-of-way to facilitate the construction of cul-de-sacs at the terminus of said severed County Maintained Roads; and

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists to acquire said rights-of-way and improvements to the Seminole County Maintained Road System; and

WHEREAS, the State of Florida, Department of Transportation has determined that these rights-of-way and cul-de-sacs are not needed for State Highway purposes; and

WHEREAS, these lands are identified by the State of Florida Department of Transportation as Parcel Numbers 800, 801, 802, 803, 804, 805, 806, 807, 808 and 809 as delineated in State Road 417 Right-of-Way Map in Section 97770-2302; and

WHEREAS, the Seminole County Board of County Commissioners has agreed to acquire these rights-of-way and improvements to be included within the Seminole County Maintained Road System; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quitclaim Deed, given by the State of Florida Department of Transportation, conveying to Seminole County the land described therein.

BE IT FURTHER RESOLVED that the aforementioned Quitclaim Deed be recorded in the Public Records of Seminole County, Florida.

ADOPTED THIS 12th DAY OF February, 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

ATTEST:

_____
Brenda Carey, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Prepared under the direction of:
Charles F. Barcus
Program Manager II/Right-of-Way
1-8-2008

This instrument prepared under the
supervision of Kathy Lamb-Flynn, Attorney
Florida Department of Transportation
Florida Turnpike Enterprise
Milepost 263, Florida's Turnpike
(Building 5315, Turkey Lake Service Plaza)
P.O. Box 613069
Ocoee, FL 34761

FP No.: 190708-1
WP No.: 5157510
Section: 97770-2302
Parcels: 800-809
County: Seminole

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 5th day of DECEMBER, 2007, by the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose post office address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, hereinafter "Grantor," to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter "Grantee."

WITNESSETH

WHEREAS, the Access Easement hereinafter described was acquired by the Grantor for state highway purposes and is no longer needed; and

WHEREAS, the Grantee owns fee simple title in the underlying land.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby remise, release, and forever quitclaim to the Grantee all of Grantor's right, title, and interest in and to that Access Easement described in the attached Exhibit "A".

TO HAVE AND TO HOLD the said Access Easement described in Exhibit "A", together with all appurtenances thereto, unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the State of Florida, Department of Transportation, has caused these presents to be signed by its duly authorized officer, its Executive Director of Florida Turnpike Enterprise, and its seal hereunto affixed, attested by its Executive Secretary, in the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Shannon Sapp
Signature

Shannon Sapp
Print or Type Name

Sandra Wilde
Signature

Sandra Wilde
Print or Type Name

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: James L. Ely, Executive Director
Florida Turnpike Enterprise

Attest: Elizabeth M. Decker
Elizabeth Decker, Executive Secretary
Florida's Turnpike Enterprise

Legal Review: Kathy Lamb-Flynn
Kathy Lamb-Flynn

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of DECEMBER, 2007, by James L. Ely, as Executive Director of the State of Florida Department of Transportation, Florida Turnpike Enterprise, who is personally known to me, and who did acknowledge before me that he executed the foregoing instrument on behalf of the State of Florida Department of Transportation, for the purposes therein expressed.

Notary Public:

Elizabeth M. Decker

Print, Stamp, or Type Name: _____

My commission expires: _____

ELIZABETH M. DECKER
Notary Public - State of Florida
My Commission Expires Jun 28, 2008
Commission # DD 319261
Bonded By National Notary Assn.

EXHIBIT "A"

Prepared by: J. M. Joiner
October 9, 2007

Parcels 800-809
Section 77310-2302
State Road No. 417
County: Seminole

ACCESS EASEMENT

A permanent 50 feet access easement with irregularly shaped cul-de-sac at the northerly terminus thereof lying in the Northwest ¼ of Section 9, and in the Southwest ¼ of Section 4, Township 21 South, Range 31 East, Seminole County, Florida, being those certain parcels as shown on State Road 417 RIGHT-OF-WAY MAP, Sheets 5 and 6 of 9, Section 97770-2302, and being more specifically itemized as follows:

Parcel 800 (in section 9), Parcels 801, 802, 803, 804, 805, 806, and 807 (as shown on sheet 5 of 9), together with Parcels 804, 805, 806, 807 (as shown on Sheet 6 of 9), Parcel 808 (having two distinct parts as shown on sheet 6 of 9), together with Parcel 809, (as shown on Sheet 6 of 9).

County: Seminole
Interest: Access Easement

DISC: EASTERN BELTWAY

88045.10

PARCEL 800

A 50.00 FOOT WIDE ACCESS EASEMENT LYING IN THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89°38'03" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 804.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 50.68 FEET TO A POINT ON CURVE CONCAVE WESTERLY HAVING A RADIUS OF 15198.87 FEET AND A CHORD BEARING OF SOUTH 09°35'06" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'17" A DISTANCE OF 107.36 FEET; THENCE DEPARTING SAID CURVE RUN SOUTH 08°27'06" EAST A DISTANCE OF 238.23 FEET TO A POINT ON THE WEST LINE OF THE EAST 450.00 FEET OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 01°18'04" EAST ALONG SAID WEST LINE A DISTANCE OF 4.24 FEET TO THE SOUTHWEST CORNER OF THE EAST 450.00 FEET OF THE NORTH 346.05 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89°38'03" EAST ALONG THE SOUTH LINE OF THE NORTH 346.05 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 0.53 FEET; THENCE DEPARTING SAID SOUTH LINE RUN SOUTH 08°27'06" EAST A DISTANCE OF 25.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 371.05 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 89°38'03" WEST ALONG SAID SOUTH LINE A DISTANCE OF 50.50 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 08°27'06" WEST A DITANCE OF 259.84 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 15148.87 FEET AND A CHORD BEARING OF NORTH 09°36'23" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'10" A DISTANCE OF 115.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 18754 SQUARE FEET, MORE OR LESS.

DEC 07 1991

Section #: 97770-2302
County: Seminole
Interest: Access Easement

DISC: EASTERN BELTWAY

88045.10

PARCEL 801

A 50.00 FOOT WIDE ACCESS EASEMENT LYING IN THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 89°38'03" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 804.12 FEET FOR A POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 15148.87 FEET AND A CHORD BEARING OF NORTH 10°05'22" WEST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'49" A DISTANCE OF 140.22 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3689.72 FEET AND A CHORD BEARING OF NORTH 10°47'31" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°52'29" A DISTANCE OF 56.32 FEET TO A POINT ON THE SOUTH LINE OF A 50.00 FOOT WIDE ROAD AND DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 734, PAGE 368 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE RUN NORTH 89°38'03" EAST ALONG SAID SOUTH LINE A DISTANCE OF 50.90 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3739.72 FEET AND A CHORD BEARING OF SOUTH 10°43'07" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°43'39" A DISTANCE OF 47.49 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 15198.87 FEET AND A CHORD BEARING OF SOUTH 10°04'26" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'42" A DISTANCE OF 149.02 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID CURVE RUN SOUTH 89°38'03" WEST ALONG SAID SOUTH LINE A DISTANCE OF 50.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 9826 SQUARE FEET, MORE OF LESS.

Section #: 9770-2302
County: Seminole
Interest: Access Easement

DISC: EASTERN BELTWAY

88045.10

PARCEL 802

A 50.00 FOOT ACCESS EASEMENT LYING IN THAT PART OF THE NORTH 435.60 FEET OF THE SOUTH 897.00 FEET OF THE WEST 675.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 897.02 FEET TO THE NORTHWEST CORNER OF THE SOUTH 897.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°38'03" EAST ALONG THE NORTH LINE OF SAID SOUTH 897.00 FEET A DISTANCE OF 566.01 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 53.97 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3739.72 FEET AND A CHORD BEARING OF SOUTH 21°41'20" EAST; THENCE DEPARTING SAID NORTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'02" A DISTANCE OF 83.80 FEET TO THE WEST LINE OF A ROAD AND DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1583, PAGE 659 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID WEST LINE A DISTANCE OF 151.60 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3689.72 FEET AND A CHORD BEARING OF NORTH 20°44'30" WEST; THENCE DEPARTING SAID WEST LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°48'18" A DISTANCE OF 245.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 8155 SQUARE FEET, MORE OR LESS.

FEB 07 1991

Section #: 9770-2302
County: Seminole
Interest: 50' Access Easement

DISC: EASTERN BELTWAY

88045.10

PARCEL 803

A 50.00 FOOT ACCESS EASEMENT LYING IN THAT PART OF THE NORTH 460.60 FEET OF THE SOUTH 1357.60 FEET OF THE WEST 675.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1357.63 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1357.60 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°38'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 368.06 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°38'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 54.58 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 24°00'57" EAST A DISTANCE OF 392.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3739.72 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°41'06" A DISTANCE OF 109.98 FEET TO THE SOUTH LINE OF THE NORTH 460.60 FEET OF THE SOUTH 1357.60 FEET OF THE WEST 675.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 89°38'03" WEST ALONG SAID SOUTH LINE A DISTANCE OF 53.97 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3689.72 FEET AND A CHORD BEARING OF NORTH 23°19'48" WEST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°22'18" A DISTANCE OF 88.33 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 24°00'57" WEST A DISTANCE OF 414.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.577 ACRES MORE OR LESS.

GOOD FAITH ESTIMATE: $11,700

.cess Easement

DISC: EASTERN BELTWAY

82045.10

PARCEL 804

A 50.00 ACCESS EASEMENT LYING IN THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 434 ACCORDING TO F.D.O.T. MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°44'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 100.00 FEET OF THE WEST 400.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID WEST LINE A DISTANCE OF 316.41 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 24°00'57" EAST A DISTANCE OF 309.71 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1357.60 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 89°38'03" WEST ALONG SAID NORTH LINE A DISTANCE OF 54.58 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 24°00'57" WEST A DISTANCE OF 265.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1600.40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 89°38'03" EAST ALONG SAID NORTH LINE A DISTANCE OF 36.91 FEET TO THE AFORESAID WEST LINE OF THE EAST 100.00 FEET OF THE WEST 400.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG SAID WEST LINE A DISTANCE OF 40.90 FEET TO THE POINT OF BEGINNING;

CONTAINING 13615 SQUARE FEET, MORE OR LESS.

DISC: EASTERN BELTWAY

88045.10

PARCEL 805

A 50.00 FOOT ACCESS EASEMENT LYING IN THAT PART OF THE EAST 100.00 FEET OF THE WEST 300.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434 AND LESS THE SOUTH 1600.40 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.R. 434 ACCORDING TO F.D.O.T. MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°44'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 200.01 FEET TO THE WEST LINE OF THE EAST 100.00 FEET OF THE WEST 300.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 00°41'23" EAST ALONG SAID WEST LINE A DISTANCE OF 155.20 FEET FOR A POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 158.73 FEET AND A CHORD BEARING OF SOUTH 41°11'46" EAST; THENCE DEPARTING SAID WEST LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°21'37" A DISTANCE OF 95.19 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 24°00'57" EAST TANGENT TO SAID CURVE A DISTANCE OF 98.72 FEET TO THE EAST LINE OF THE EAST 100.00 FEET OF THE WEST 300.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID EAST LINE A DISTANCE OF 40.90 FEET TO THE NORTH LINE OF THE SOUTH 1600.40 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 89°38'03" WEST ALONG SAID NORTH LINE A DISTANCE OF 36.91 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 24°00'57" WEST A DISTANCE OF 121.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 108.73 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°22'50" A DISTANCE OF 29.19 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 100.00 FEET OF THE WEST 300.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID CURVE RUN NORTH 00°41'23" WEST ALONG SAID WEST LINE A DISTANCE OF 66.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 9421 SQUARE FEET, MORE OR LESS.

GOOD FAITH ESTIMATE OF VALUE $39,300.00

SEP 07 1991

DISC: EASTERN BELTWAY

88045.10

PARCEL 806

A 50.00 FOOT ACCESS EASEMENT LYING IN THAT PART OF THE EAST 100.00 FEET OF THE WEST 200.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434 AND LESS THE SOUTH 1600.40 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.R. 434 ACCORDING TO F.D.O.T. MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°44'18" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.01 FEET TO THE WEST LINE OF THE EAST 100.00 FEET OF THE WEST 200.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 00°41'23" EAST ALONG SAID WEST LINE A DISTANCE OF 125.99 FEET FOR A POINT OF BEGINNING; THENCE RUN SOUTH 80°21'30" EAST A DISTANCE OF 44.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 158.73 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°58'56" A DISTANCE OF 60.90 FEET TO THE EAST LINE OF THE EAST 100.00 FEET OF THE WEST 200.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID EAST LINE A DISTANCE OF 66.16 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 108.73 FEET AND A CHORD BEARING OF NORTH 59°52'38" WEST; THENCE DEPARTING SAID EAST LINE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°57'42" A DISTANCE OF 77.74 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 80°21'30" WEST A DISTANCE OF 35.22 FEET TO THE AFORESAID WEST LINE OF THE EAST 100.00 FEET OF THE WEST 200.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG SAID WEST LINE A DISTANCE OF 60.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 5403 SQUARE FEET, MORE OR LESS.

DISC: EASTERN BELTWAY

89045.10

PARCEL 807

A 50.00 FOOT ACCESS EASEMENT LYING IN THAT PART OF THE WEST 100.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434 AND LESS THE SOUTH 1600.40 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4 A DISTANCE OF 1849.77 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 80°21'30" EAST A DISTANCE OF 101.65 FEET TO A POINT ON THE EAST LINE OF THE WEST 100.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID EAST LINE A DISTANCE OF 50.82 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 80°21'30" WEST A DISTANCE OF 101.65 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN NORTH 00°41'23" WEST ALONG SAID WEST LINE A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 5082 SQUARE FEET, MORE OR LESS.

Interest: Access Easement

DISC: EASTERN BELTWAY

88045.10

PARCEL 808 (ACCESS EASEMENT)

A PART OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 21 SOUTH RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434 AND EAST OF THE C.S.X. RAILROAD (100' R/W), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 00°41'23" WEST ALONG THE EAST LINE OF SAID SECTION 5 AND SAID GOVERNMENT LOT 1 A DISTANCE OF 1798.95 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN NORTH 81°05'00" WEST A DISTANCE OF 131.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 213.73 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'46" A DISTANCE OF 15.78 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE DEPARTING SAID CURVE RUN NORTH 05°30'47" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.59 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN SOUTH 80°21'30" EAST A DISTANCE OF 142.21 FEET TO A POINT ON THE AFORESAID EAST LINE OF SECTION 5 AND GOVERNMENT LOT 1; THENCE RUN SOUTH 00°41'23" EAST ALONG SAID EAST LINE A DISTANCE OF 50.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 7391 SQUARE FEET, MORE OR LESS.

AND ALSO;

A PART OF GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF S.R. 434, WEST OF THE C.S.X. RAILROAD (100' R/W) AND EAST OF THE PHILLIP R. YOUNG GRANT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 00°41'23" WEST ALONG THE EAST LINE OF SAID SECTION 5 AND SAID GOVERNMENT LOT 1 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 434 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°34'03" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 231.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 05°30'47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 66.44 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°30'47" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 85.88 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 70°00'00" WEST A DISTANCE OF 47.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET; THENCE RUN WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°17'33" A DISTANCE OF 143.06 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°42'27" EAST TANGENT TO SAID CURVE A DISTANCE OF 44.00 FEET; THENCE RUN SOUTH 89°17'33" WEST A DISTANCE OF 79.61 FEET; THENCE RUN SOUTH 80°21'30" EAST A DISTANCE OF 75.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 15469 SQUARE FEET, MORE OR LESS.
CONTAINING A TOTAL OF 0.525 ACRES, MORE OR LESS.

OFFICIAL RECORDS
BOOK PAGE
2298 1659
SEMINOLE CO. FL.

Description of
permanent access easement at: Winter Springs, Florida
To: Florida Department of Transportation
CSXT Deed File No.: 95357-BJ

PARCEL 809

A PART OF THE C.S.X. RAILROAD (100' R/W) LYING IN GOVERNMENT LOT 1, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, SOUTH OF S.R. 434 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN NORTH 00°41'23" WEST ALONG THE EAST LINE OF SAID SECTION 5 AND SAID GOVERNMENT LOT 1 A DISTANCE OF 1958.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 434 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP SECTION 77070; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°34'03" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 130.83 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 05°30'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 84.08 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 05°30'47" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.59 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 213.73 FEET AND A CHORD BEARING OF SOUTH 82°20'37" WEST; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°41'14" A DISTANCE OF 92.09 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 70°00'00" WEST TANGENT TO SAID CURVE A DISTANCE OF 12.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID C.S.X. RAILROAD; THENCE RUN NORTH 05°30'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 85.88 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 80°21'30" EAST A DISTANCE OF 100.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 6503 SQUARE FEET, MORE OR LESS.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution Accepting a Quitclaim Deed from the State of Florida Department of Transportation Transferring Portions of Rights-of-Way Acquired for the Construction of State Road 417.

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Fred Pearson III **EXT:** 5711

MOTION/RECOMMENDATION:
Adopt a Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring rights-of-way acquired for the construction of State Road 417.

District 1 Bob Dallari
District 2 Michael McLean Jerry McCollum
District 5 Brenda Carey

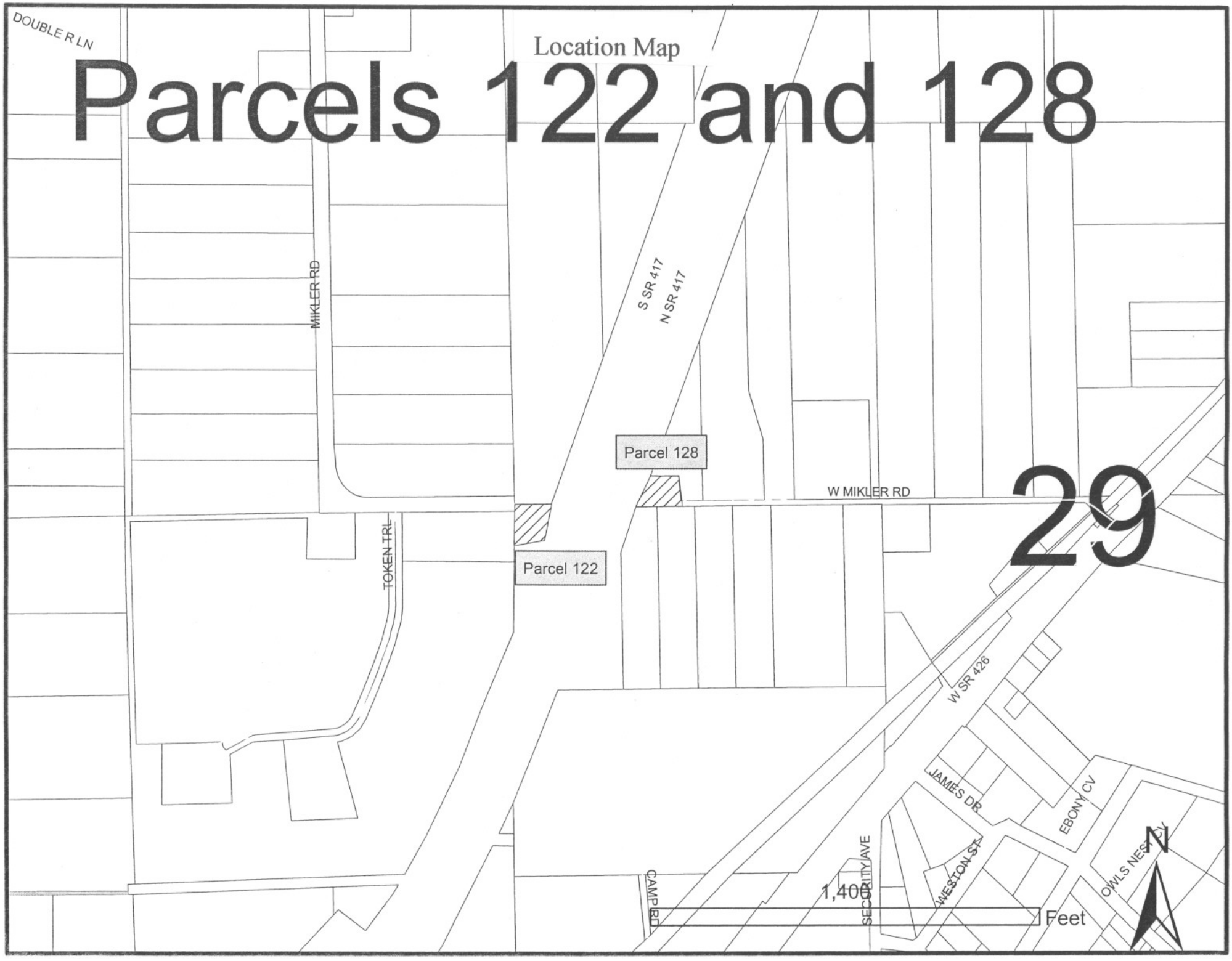
BACKGROUND:
The State of Florida Department of Transportation (FDOT) acquired rights-of-way within the Seminole County-maintained road system in conjunction with the construction of State Road 417. Representatives from FDOT have determined that these rights-of-way and cul-de-sacs are not needed for State highway purposes and have executed the attached Quitclaim Deed transferring rights-of-way for lands identified by the State of Florida Department of Transportation as Parcel Numbers 122, 128, 200, 207, 209, 264 Part C, 505, 507, 513 and 514, as delineated in Sections 77310-2502, 97770-2300, 97770-2301, 97770-2304, 2305 of the State Road 417 Right-of-Way Map.

STAFF RECOMMENDATION:
Staff recommends the Board adopt a Resolution accepting a Quitclaim Deed from the State of Florida Department of Transportation transferring rights-of-way acquired for the construction of State Road 417.

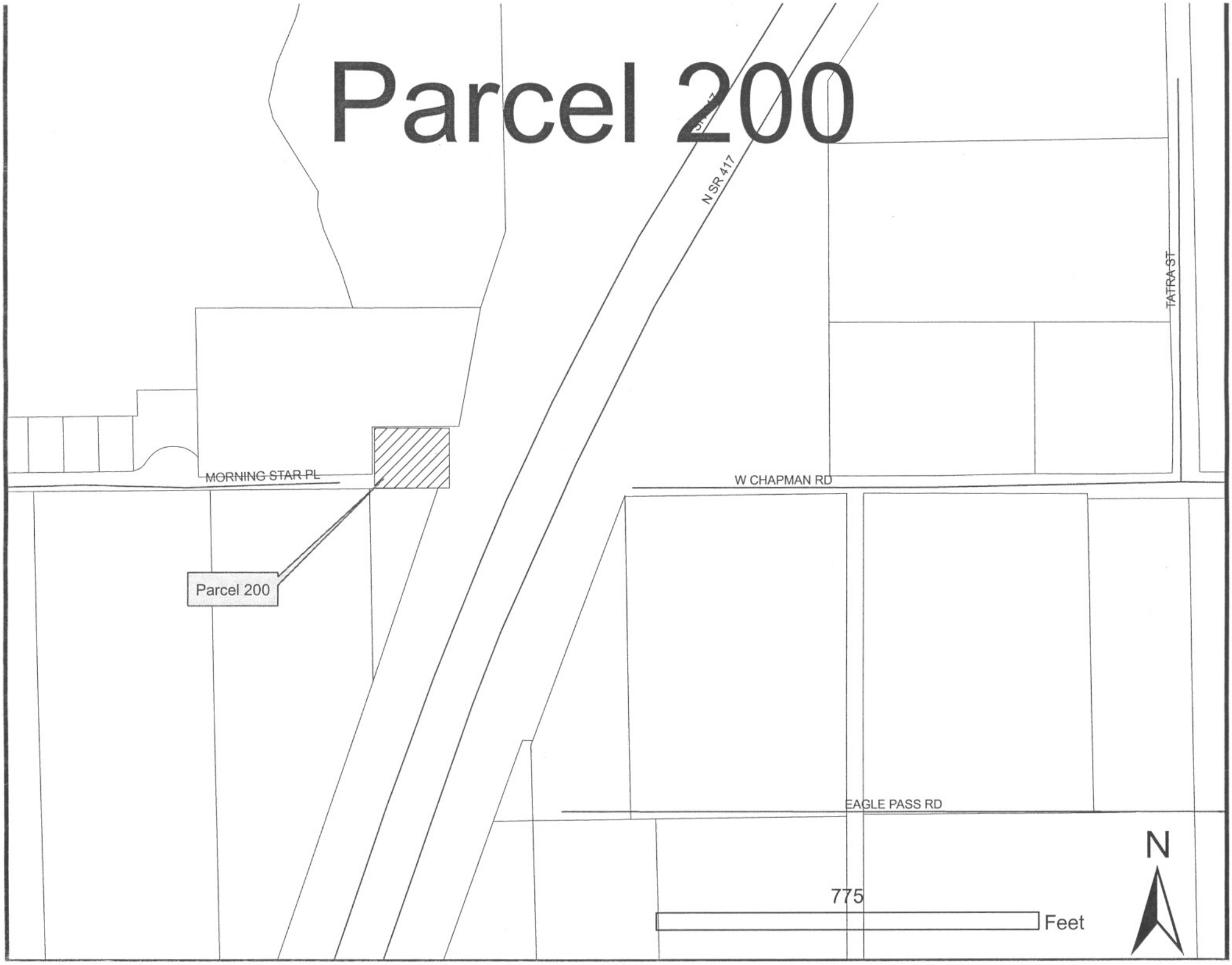
ATTACHMENTS:

1. Location Map
2. Resolution
3. Quitclaim Deed - ROW-SR 417

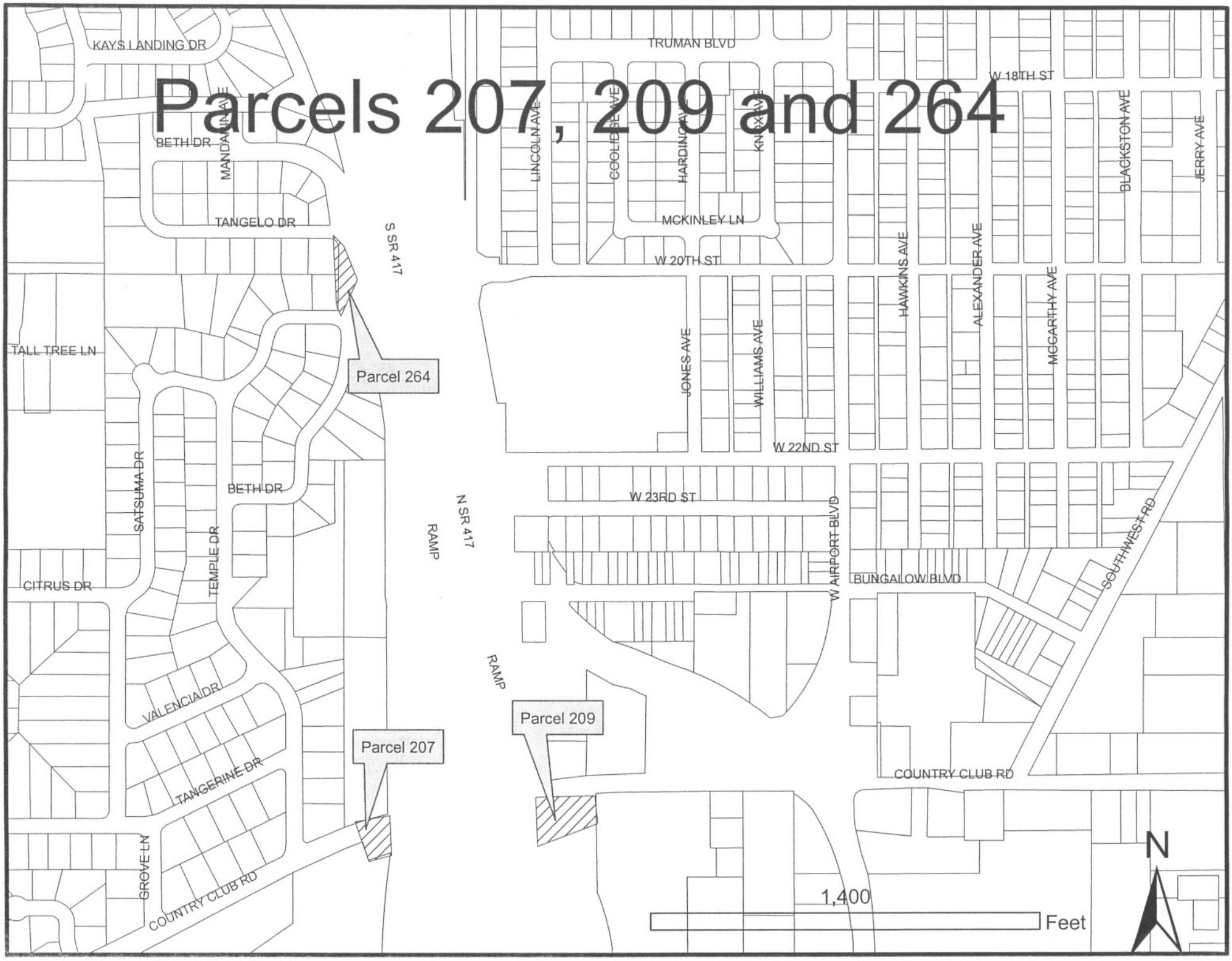
Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)


Location Map
Parcels 122 and 128
DOUBLE R LN
MIKLER RD
S SR 417
N SR 417
Parcel 128
W MIKLER RD
29
TOKEN TRL
Parcel 122
W SR 426
JAMES DR
EBONY CV
OWLS NEST CV
WESTON ST
SECURITY AVE
CAMP RD
1,400
Feet
N

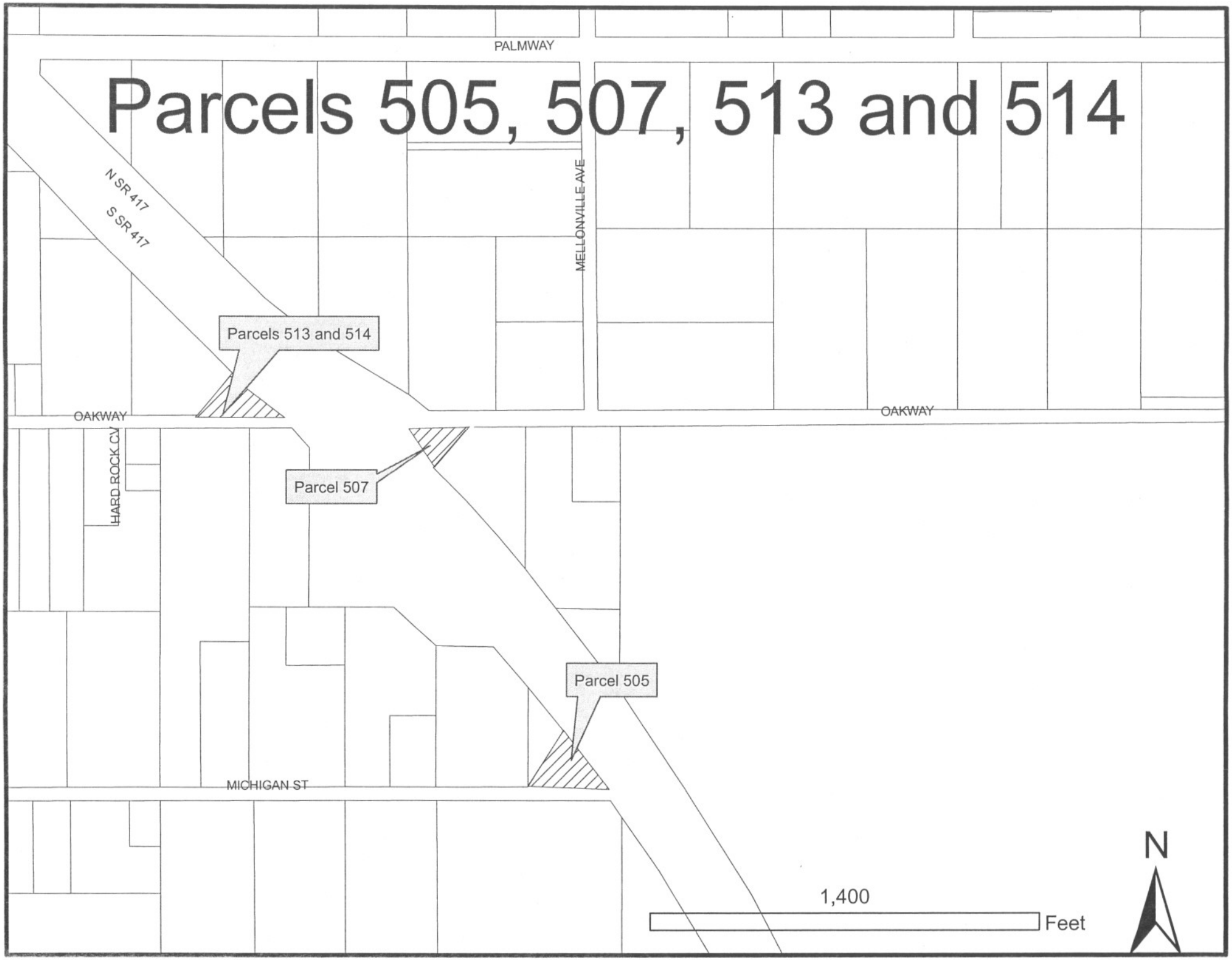
Parcel 200


N SR 417
TATRA ST
MORNING STAR PL
W CHAPMAN RD
Parcel 200
EAGLE PASS RD
N
775
Feet

Parcels 207, 209 and 264



Parcels 505, 507, 513 and 514



RESOLUTION NO. 2008 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12th DAY OF FEBRUARY, 2008.

WHEREAS, the State of Florida, Department of Transportation acquired portions of rights-of-way within the Seminole County Maintained Road System that were severed by the construction of State Road 417; and

WHEREAS, the State of Florida Department of Transportation acquired additional rights-of-way to facilitate the construction of cul-de-sacs at the terminus of said severed County Maintained Roads; and

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists to acquire said rights-of-way and improvements to the Seminole County Maintained Road System; and

WHEREAS, the State of Florida, Department of Transportation has determined that these rights-of-way and cul-de-sacs are not needed for State Highway purposes; and

WHEREAS, these lands are identified by the State of Florida Department of Transportation as Parcel Numbers 122, 128, 200, 207, 209, 264 Part C, 505, 507, 513 and 514 as delineated in State Road 417 Right-of-Way Map in Sections 77310-2502, 97770-2300, 97770-2301, 97770-2304, 2305; and

WHEREAS, the Seminole County Board of County Commissioners has agreed to acquire these rights-of-way and improvements to be included within the Seminole County Maintained Road System.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quitclaim Deed, given by the State of Florida Department of Transportation, conveying to Seminole County the land described therein.

BE IT FURTHER RESOLVED that the aforementioned Quitclaim Deed be recorded in the Public Records of Seminole County, Florida.

ADOPTED THIS 12th DAY OF February, 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

ATTEST:

_____
Brenda Carey, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Prepared under the direction of:
Charles F. Barcus
Program Manager II/Right-of-Way
1-8-2008

This instrument prepared under the
supervision of Kathy Lamb-Flynn, Attorney
Florida Department of Transportation
Florida Turnpike Enterprise
Milepost 263, Florida's Turnpike
(Building 5315, Turkey Lake Service Plaza)
P.O. Box 613069
Ocoee, FL 34761

FP No.: 190708-1
WP No.: 5117757
Section: 77310-2502
WP Nos.: 5157501, 5157509, 5157512
Sections: 9770-2300, 2301, 2304
County: Seminole

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 5th day of DECEMBER, 2007, by the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose post office address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, hereinafter "Grantor," to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter "Grantee."

WITNESSETH

WHEREAS, the land hereinafter described was acquired by the Grantor for state highway purposes; and

WHEREAS, the Grantee has requested from the Grantor the land hereinafter described to be used by the Grantee for a public purpose; and

WHEREAS, the said land is no longer required by the Grantor for state highway purposes, and the Grantor, by action of the Florida Turnpike Enterprise Executive Director, pursuant to the provisions of Section 337.25, Florida Statutes, has agreed to quitclaim the said land to the Grantee.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby remise, release, and forever quitclaim to the Grantee all of Grantor's right, title, and interest in and to the parcels of real property described in the attached Exhibit "A".

As a condition of this grant the Grantor hereby imposes the following restriction on the said real property described in Exhibit "A", which restriction shall run with the land in perpetuity, as

follows: No commercial transmission or receiving devices which carry signals that cause, or could cause, interference with the operations of the Grantor, may be placed, constructed, or maintained on the said real property. The parties hereto agree that the Grantor has no adequate remedy at law to enforce this restriction, and that it may be enforced by injunctive relief.

Grantor reserves all rights of ingress, egress, light, air and view between the above described property and Grantor's abutting property (S.R. 417).

TO HAVE AND TO HOLD the said real property described in Exhibit "A", together with all appurtenances thereto, unto the Grantee and its successors and assigns forever.

This conveyance is made subject to any and all unpaid taxes, special assessments, covenants, conditions, restrictions, and encumbrances of record, but the reference hereto does not serve to reimpose the same.

IN WITNESS WHEREOF, the State of Florida, Department of Transportation, has caused these presents to be signed by its duly authorized officer, its Executive Director of Florida Turnpike Enterprise, and its seal hereunto affixed, attested by its Executive Secretary, in the date first above written.

Signed, sealed and
delivered in our presence
as witnesses:

Shannon Sapp
Signature

Shannon Sapp
Print or Type Name

Sandra Wilde
Signature

Sandra Wilde
Print or Type Name

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: James L. Ely, Executive Director
Florida Turnpike Enterprise

Attest: Elizabeth M. Decker
Elizabeth Decker, Executive Secretary
Florida's Turnpike Enterprise

Legal Review: Kathy Lamb-Flynn
Kathy Lamb-Flynn

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of ~~NOVEMBER~~ DECEMBER, 2007, by James L. Ely, as Executive Director of the State of Florida Department of Transportation, Florida Turnpike Enterprise, who is personally known to me, and who did acknowledge before me that he executed the foregoing instrument on behalf of the State of Florida Department of Transportation, for the purposes therein expressed.

Notary Public:

Elizabeth M. Decker

Print, Stamp, or Type Name: _____

My commission expires: _____

ELIZABETH M. DECKER
Notary Public - State of Florida
My Commission Expires Jun 28, 2008
Commission # DD 319261
Bonded By National Notary Assn.

EXHIBIT "A"

Prepared by: Angel M. Bosque
Date: October 2, 2007

Parcel No.: 207
Section 77310-2502
State Road No.: 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

A parcel of land, being a portion of the Southwest 1/4 of the Southeast 1/4 of Section 34, Township 19 South, Range 30 East, Seminole County, Florida, as shown on sheet 3 of 16, Section 77310-2502, State Road 417 Right of Way Map, being more particularly described as follows:

Begin at a set 5/8" iron rod & cap labeled FDOT LB 7121 located at the intersection of the Westerly Limited Access Right of Way line of State Road 417 and the Southerly Right of Way line of Country Club Road; thence South 08° 58' 35" West along said Westerly Limited Access Right of Way line a distance of 48.32 feet to a set 5/8" iron rod & cap labeled FDOT LB 7121 being also a point of curvature of a curve to the Left having a radius of 2958.79 feet and a central angle of 00° 16'18" (Chord Bearing = South 08°50'25" West); thence Southwesterly along the arc of said curve a distance of 14.03 feet to a point; thence departing said Westerly Limited Access Right of Way line run South 71° 26' 38" West a distance of 82.67 feet to a point; thence North 18° 21' 02" West a distance of 55.54 feet to a point on the Southerly Right of Way line of Country Club Road also being a point of curvature of a curve to the Right having a radius of 1470.00 feet and a central angle of 04° 20'16" (Chord Bearing = North 71°34'00" East); thence Northeasterly along the arc of said curve a distance of 111.29 feet to the **POINT OF BEGINNIN**G.

Containing 5453 Square feet, more or less.

Reserving unto the grantor Limited Access Rights along the Easterly line of the above described property.

Prepared by: Angel M. Bosque
Date: October 2, 2007

Parcel No.: 209
Section 77310-2502
State Road No.: 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

A parcel of land, being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 19 South, Range 30 East, Seminole County, Florida, as shown on sheet 3 of 16, Section 77310-2502, State Road 417 Right of Way Map, being more particularly described as follows:

Begin at a set 5/8" iron rod & cap labeled FDOT LB 7121 located at the intersection of the Easterly Limited Access Right of Way line of State Road 417 and the Southerly Right of Way line of Country Club Road also being the point of curvature of a curve to the Right with a radius of 1975.00 feet and a central angle of 04° 05' 50" (Chord Bearing = North 82°54'19" East); thence Northeasterly along the arc of said curve and said Southerly Right of Way line of Country Club Road a distance of 141.23 feet to a set 5/8" iron rod & cap labeled FDOT LB 7121; thence departing said Southerly Right of Way line run South 00° 16' 49" East a distance of 18.10 feet to a set 5/8" iron rod & cap labeled FDOT LB 7121 on the Easterly Limited Access Right of way line of State Road 417; thence South 65° 08' 50" West along said Easterly Limited Access Right of Way line a distance of 127.04 feet to a set 5/8" iron rod & cap labeled FDOT LB 7121; thence continue along said Easterly Limited Access Right of way line North 24° 45' 37" West a distance of 59.52 feet to the **POINT OF BEGINNIN**G.

Containing 5168 Square feet, more or less.

Reserving unto the grantor Limited Access Rights along the Westerly and Southerly lines of the above described property.

Parcel 264 Part C
Section 77310-2502
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

A portion of Lots 8 and 9, 4th Ravenna Park Section of Loch Arbor, as recorded in Plat Book 14, Page 66 of the Public Records of Seminole County, lying in Section 34, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at a found 4 inch by 4 inch "Doudney" concrete monument marking the Southwest corner of the Northeast 1/4 of said Section 34 as shown on Florida Department of Transportation Right-of-Way Map, Section 77310-2502; thence South 89°53'09" East along the South line of the Northeast 1/4 of said Section 34, a distance of 825.61 feet to the East line of Lot 1, 3rd Ravenna Park Section of Loch Arbor, as recorded in Plat Book 14, Page 22 of the Public Records of Seminole County, Florida; thence, departing the South line of the Northeast 1/4 of said Section 34, run North 00°13'09" East along the East line of said Lot 1, 3rd Ravenna Park Section of Loch Arbor, a distance of 85.03 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a central angle of 90°08'00"; thence, from a chord bearing of North 44°50'51" West run Northwesterly along the East line of said Lot 1, 3rd Ravenna Park Section of Loch Arbor and the arc of said curve, a distance of 39.33 feet to the point of tangency of said curve; thence, departing the North line of said Lot 1, 3rd Ravenna Park Section of Lock Arbor, run North 14°34'14" East 53.01 feet to the South line of said Lot 9, 4th Ravenna Park Section of Loch Arbor and the POINT OF BEGINNING; thence, departing the South line of said Lot 9, 4th Ravenna Park Section of Loch Arbor run North 09°21'48" West 51.10 feet to the point of curvature of a curve concave Westerly having a radius of 2,336.48 feet and a central angle of 02°30'19"; thence, from a chord bearing of North 10°36'57" West, run Northwesterly along the arc of said curve a distance of 102.16 feet to a point of non-tangency, said point lying on the Easterly line of said Lot 8, 4th Ravenna Park Section of Loch Arbor, and the Westerly right-of-way line of Beth Drive (a 60 foot right-of-way as now established), being a point on a curve concave Southwesterly having a radius of 205.00 feet and a central angle of 38°19'38"; thence, from a tangent bearing of South 38°18'09" East, run Southeasterly along the East line of said Lots 8 and 9, 4th Ravenna Park Section of Loch Arbor, and the Westerly right-of-way line of said Beth Drive, a distance of 137.13 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 25.00 feet and a central angle of 71°17'55"; thence, from a chord bearing of South 35°40'27" West, run Southwesterly along the

FEE SIMPLE RIGHT OF WAY

CONT. ...

East line of said Lot 9, 4th Ravenna Park Section of Loch Arbor, and the Westerly right-of-way line of said Beth Drive and the arc of said curve a distance of 31.11 feet to the POINT OF BEGINNING.

Being a portion of lands as described in Official Records Book 326, Page 490, and Official Records Book 327, Page 221, Public Records of Seminole County, Florida.

Containing 2,626 square feet, more or less.

Prepared by: Angel M. Bosque
Date: October 2, 2007

Parcel No.: 122
Section 97770-2300
State Road No.: 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

A parcel of land, being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 21 South, Range 31 East, Seminole County, Florida, according to sheet 5 of 7, Section 97770-2300, State Road 417, Eastern Beltway Right of Way Map, being more particularly described as follows:

Commence at a 1/2" rebar (no identification number) located at the Southeast Corner of the Northeast 1/4 of Section 30, Township 21 South, Range 31 East; thence South 00° 48' 37" East along the East line of the Southeast 1/4 of said Section 30 a distance of 25 feet to a point on the Northwest corner of Parcel 122 (Station 22+10.89 offset right 19.68 feet from the centerline of construction of Mikler Road as per said sheet 5 of 7) being the **POINT OF BEGINNIN**G; thence North 89° 53' 35" East along the North line of said parcel 122 a distance of 137.16 feet to a point on the West Limited Access Right of Way line of Seminole County Expressway; thence South 20° 00' 00" West along said Limited Access Right of Way line a distance of 72.41 feet to a point located at Station 1370+33.34 (offset left 150.00 feet from the centerline of survey and construction of State Road 417); thence departing said Limited Access Right of Way line run South 89° 53' 35" West a distance of 111.43 feet to a point on the East line of the Southeast 1/4 of said Section 30; thence North 00° 48' 37" West along said East line of the Southeast 1/4 of said Section 30 a distance of 68.07 feet to the **POINT OF BEGINNIN**G.

Containing 8456 Square feet, more or less.

Reserving unto the grantor Limited Access Rights along the Easterly line of the above described property.

Parcel 128
Section 97770-2300
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

LEGAL DESCRIPTION: RIGHT-OF-WAY

That part of the Northwest 1/4 of said Section 29, Township 21 South, Range 31 East, Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 29 being a point on the Northerly right-of-way line of Mikler Road, as described and recorded in Deed Book 46, Page 17, of the Public Records of Seminole County, Florida; thence run N.89°53'35"E. along the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 29 and the Northerly right-of-way line of said Mikler Road 466.10 feet for a POINT OF BEGINNING; thence departing the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 29 and the Northerly right-of-way line of said Mikler Road run N.20°00'00"E. 90.52 feet; thence run N.89°53'35"E. 105.33 feet; thence run S.01°09'30"E. 85.01 feet to the aforementioned South line of the Southwest 1/4 of the Northwest 1/4 of said Section 29 and the Northerly right-of-way line of said Mikler Road; thence run S.89°53'35"W. along the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 29 and the Northerly right-of-way line of said Mikler Road 138.01 feet to the POINT OF BEGINNING.

Containing 10,342 square feet, more or less.

Subject to Limited Access Rights along the Westerly line of the above described property.

Parcel 200
Section 97770-2301
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

LEGAL DESCRIPTION
PARCEL 200
NON-LIMITED ACCESS RIGHT OF WAY

A parcel of land located in the SW 1/4 of said Section 20, Township 21 South, Range 31 East, Seminole County Florida, being also part of Lot 74 according to Slavia Colony Co's. Subdivision recorded in Plat Book 2, Page 71, of the Public Records of Seminole County Florida. Lying within the following boundaries described as follows:

Commencing at the south 1/4 corner of said Section 20; thence S 89°08'22" W along the southerly line of said SW 1/4, a distance of 1489.83 feet to a point; thence leaving the southerly line of said SW 1/4, N 21°53'03" E, a distance of 16.26 feet to a point on the northerly right of way line of Hurban Street (30 foot right of way); thence S 89°08'22" W along said northerly right of way line, a distance of 41.90 feet to the POINT OF BEGINNING;

thence continuing S 89°08'22" W along said northerly right of way line, a distance of 129.59 feet to a point; thence leaving said northerly right of way line, N 00°51'38" W, a distance of 90.00 feet to a point; thence N 89°08'22" E, a distance of 160.00 feet to a point; thence S 17°48'37" W, a distance of 95.00 feet to a point being the POINT OF BEGINNING. Said Parcel 200 contains 13,032 sq. ft. of land, more or less.

Said parcel is as shown on drawings entitled "Right of Way Map" by Hensley Schmidt, Inc. for the Seminole County Expressway Authority last revised on January 17, 1991.

Subject to Limited Access Rights along the Easterly line of the above described property.

Parcel 505
Section 97770-2304
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

Right-of-Way

Commence at the Southeast corner of the Northeast 1/4 of Section 19, Township 20 South, Range 31 East, Seminole County, Florida; thence run South 89°33'54" West along the South line of said Northeast 1/4, 1,693.33 feet to a point on the centerline survey of the Seminole County Expressway, Section 250-251, being survey Station 1771+08.24; thence continue South 89°33'54" West along said South line 169.99 feet to a point on a line of limited access of said Section 250-251; thence North 28°30'00" West along said line of limited access, 150 feet left and parallel with said centerline survey, 604.19 feet to the Point of Curvature of a curve concave southwesterly and having a radius of 7,489.44 feet; thence on a chord bearing of North 31°57'16" West run Northwesterly along the arc of said curve, 903.09 feet to a point being 150 feet left of said centerline survey Station 1787+13.59; thence North 43°52'59" West, 45.47 feet to a point on the Northerly right-of-way line of Michigan Street and the POINT OF BEGINNING; thence continue North 43°52'59" West along the line of limited access, 182.27 feet; thence departing said line of limited access run South 32°58'29" West, 158.46 feet to a point being the Southwest corner of Lot 13, MEECA HAMMOCK as recorded in Plat Book 1, Page 84, Public Records of Seminole County and being on the Northerly right-of-way line of aforesaid Michigan Street; thence North 89°34'45" East along said Northerly right-of-way, 212.61 feet to the POINT OF BEGINNING.

Containing 14,064 square feet more or less.

Subject to Limited Access Rights along the Easterly line of the above described property.

Parcel 507
Section 97770-2304
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

That part of Lot 12 lying within the following described parcel of land:

Commence at the Northeast corner of the Northwest ¼ of Section 19, Township 20 South, Range 31 East, Seminole County, Florida; thence South 89°35'37" West along the North line of said Northwest ¼, 615.78 feet to a point on a line of limited access being North 89°35'37" East, 311.87 feet from centerline survey Station 1803+68.91 of the Seminole County Expressway Section 250-251; thence South 51°27'32" East along said line of limited access, 31.82 feet to a point on the Southerly right-of-way line of Oak Way and the POINT OF BEGINNING; thence continue South 51°27'32" East along said line of limited access 64.67 feet; thence South 51°27'32" East along said limited access 106.12 feet; thence South 43°33'25" East, 18.00 feet; thence departing said line of limited access run North 44°03'25" East 168.82 feet to a point on the aforesaid Southerly right-of-way of Oak Way; thence South 89°35'37" West, 213.03 feet; thence South 89°35'37" West, 50.36 feet along said southerly right-of-way to the POINT OF BEGINNING.

Subject to Limited Access Rights along the Southwesterly line of the above described property.

Parcel 513
Section 97770-2304
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

That part of the West 1/2 of the above described Lot 15 lying within the following described boundary:

Right-of-Way
Commence at the Southeast corner of the Southwest 1/4 of Section 18, Township 20 South, Range 31 East, Seminole County, Florida; thence South 89°35'37" West along the South line of said Southwest 1/4, 927.65 feet to a point on the centerline survey of the Seminole County Expressway, Section 250-251 being survey Station 1803+68.91; continue thence South 89°35'37", West along said South line, 246.67 feet to a point on a line of limited access; thence North 40°14'11" West, along said line of limited access, 26.05 feet to a point on the existing northerly right-of-way line of Oak Way as it exists and the POINT OF BEGINNING; thence leaving said line of limited access run South 89°35'37" West along said Northerly right-of-way line 211.64 feet; thence North 37°31'48" East, 166.31 feet to a point on a line of limited access; thence South 40°14'11" East along said line of limited access 170.79 feet to the POINT OF BEGINNING.

Containing 7,184 square feet more or less.

Subject to Limited Access Rights along the Northeasterly line of the above described property.

Parcel 514
Section 97770-2304
State Road No. 417
County: Seminole

FEE SIMPLE RIGHT OF WAY

That part of the East 1/2 of the above described Lot 14 lying within the following described boundary:

Right-of-Way

Commence at the Southeast corner of the Southwest 1/4 of Section 18, Township 20 South, Range 31 East, Seminole County, Florida; thence South 89°35'37" West along the South line of said Southwest 1/4, 927.65 feet to a point on the centerline survey of the Seminole County Expressway, Section 250-251 being survey Station 1803+68.91; continue thence South 89°35'37" West along said South line, 246.67 feet to a point on a line of limited access; thence North 40°14'11" West, along said line of limited access, 26.05 feet to a point on the existing northerly right-of-way line of Oak Way as it exists and the POINT OF BEGINNING; thence leaving said line of limited access run South 89°35'37" West along said Northerly right-of-way line 211.64 feet; thence North 37°31'48" East, 166.31 feet to a point on a line of limited access; thence South 40°14'11" East along said line of limited access 170.79 feet to the POINT OF BEGINNING.

Containing 6,696 square feet more or less.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution Authorizing the Chairman to Execute a County Deed Conveying County-Owned Property Necessary to Construct or Improve State Road 434 (FDOT Parcel No. 100.1R)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Warren Lewis **EXT:** 5658

MOTION/RECOMMENDATION:
Adopt Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100.1R) necessary to construct or improve State Road 434 to the Florida Department of Transportation (FDOT).

District 3 Dick Van Der Weide Jerry McCollum

BACKGROUND:

It is necessary that certain land now owned by Seminole County be acquired by the Florida Department of Transportation (FDOT Parcel No. 100.1R) to construct or improve State Road 434. FDOT has requested that Seminole County execute and deliver a County Deed conveying all rights, title and interest that the County has in and to said lands for transportation purposes.

STAFF RECOMMENDATION:

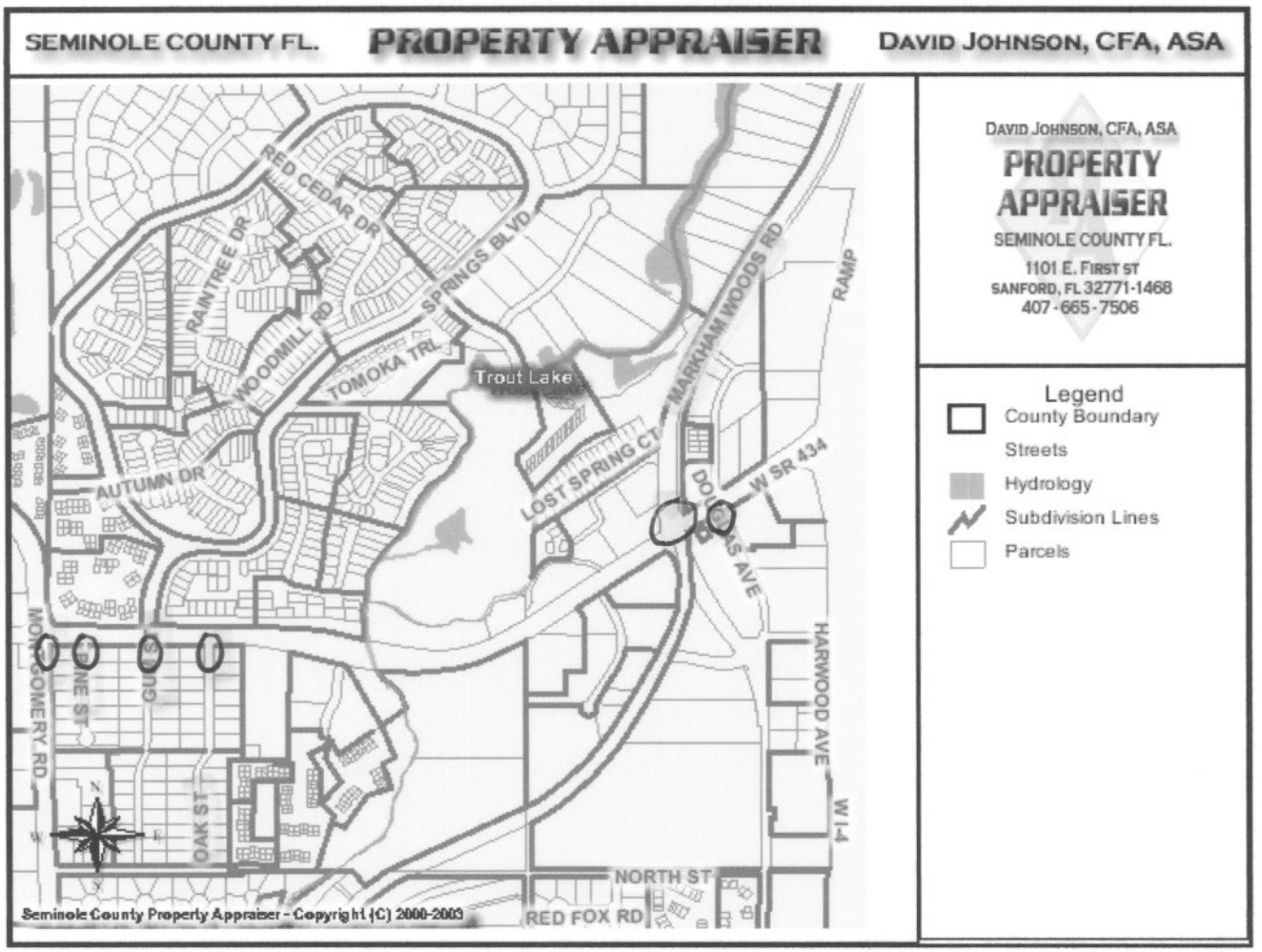
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100.1R) necessary to construct or improve State Road 434 to the Florida Department of Transportation (FDOT).

ATTACHMENTS:

1. Location Map
2. Resolution
3. County Deed - FDOT Parcel 100.1R-SR-434

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

Location Map



Above Circled Areas are parcel locations for this project.

RESOLUTION NO. 2008 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 12th DAY OF FEBRUARY, 2008.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 434, Section No. 77120 in Seminole County, Florida; and

WHEREAS, it is necessary that certain land now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the land identified by the Florida Department of Transportation is Parcel Number 100.1R; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation for a County Deed in favor of the State of Florida Department of Transportation, conveying all right, title and interests that the County has in and to said land required for transportation purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the application of the State of Florida Department of Transportation for a County Deed is for transportation purposes which are in the public or community interest and for public welfare; and the land needed for transportation purposes is not needed for County purposes; that the deed in favor of the Florida Department of Transportation conveying all right, title and interests of Seminole County in and to said land identified as Parcel 100.1R has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS 12th DAY OF February, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Brenda Carey, Chairman

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
01-04-2008

COUNTY DEED

Parcel No. 100.1R
Section 77120
State Road 434
County of Seminole, Florida

THIS DEED is made this _____ day of _____ 2008 by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the GRANTOR, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORATION,** whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the GRANTEE or F.D.O.T.

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to GRANTEE, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto as Exhibit "A"

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the GRANTEE having petitioned for said release. The reason justifying such release is that GRANTEE is an agency of the State of Florida, which state therefore loses no rights by such release.

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

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate road and utility facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

MARYANNE MORSE, Clerk to the Board of County Commissioners of Seminole County, Florida

By: _____
Brenda Carey, Chairman

Date: _____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their _____, 2008 regular meeting.

_____
County Attorney

EXHIBIT "A"

PARCEL 100 (PART "A")

SECTION 77120
F.P. NO. 240233-2

THAT PART OF Montgomery Road (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120), Section 3, Township 21 South, Range 29 East, Seminole County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped "SEM. CO.", located at the Southeast corner of the Southwest quarter of Section 3, Township 21 South, Range 29 East, Seminole County, Florida; thence run North 00°03'02" East, along the East line of said Southwest quarter, a distance of 1312.69 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said East section line, run North 89°55'47" West, along said Centerline of Survey, a distance of 0.37 feet; thence run North 89°34'57" West, along said Centerline of Survey, a distance of 115.77 feet; thence departing said Centerline of Survey, run South 02°22'56" East, a distance of 89.75 feet for a **POINT OF BEGINNING**, said point being on the West existing right of way line of Montgomery Road (as per Official Records Book 2869, Page 1586, Public Records of Seminole County, Florida); thence North 45°58'42" West, along said West existing right of way line, a distance of 57.49 feet to the point of intersection of said West existing right of way line and the South existing right of way line of said State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence South 89°38'41" East, along said South existing right of way line, a distance of 186.71 feet to the point of intersection of said South existing right of way line of said State Road 434 and the East existing right of way line of said Montgomery Road, said point also being the Northwest corner of Lot 42, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence departing said South existing right of way line, South 00°03'02" West, along said East right of way line and the West line of said Lot 42, a distance of 89.45 feet, said point being the Southwest corner of said Lot 42; thence departing said East existing right of way line and said West lot line, run North 89°41'11" West, 143.22 feet to the aforementioned West existing right of way line; thence North 02°22'56" West, along said West existing right of way line, a distance of 49.92 feet to the **POINT OF BEGINNING.**

Containing 13,776 square feet, more or less.

AND

PART "B"

THAT PART OF PINE STREET, SANLANDO ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. AND BEING ALSO DESCRIBED "LOT 42, OF SANLANDO ESTATES, LESS THE ROAD RIGHT-OF-WAY, (The above described parcel of land being those lands described and recorded in Official Records Book 3132, Page 90, Public Records of Seminole County, Florida.) AND "LOT 29, OF SANLANDO ESTATES, LESS THE ROAD RIGHT-OF-WAY, (The above described parcel of land being those lands described and recorded in Official Records Book 305, Page 119, Public Records of Seminole County, Florida.)

BEING DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped "SEM. CO.", located at the Southeast corner of the Southwest quarter of Section 3, Township 21 South, Range 29 East, Seminole County, Florida; thence run North 00°03'02" East, along the East line of said Southwest quarter, a distance of 1312.69 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said East section line, run South 89°55'47" East, along said Centerline of Survey, a distance of 33.00 feet; thence departing said Centerline of Survey run South 00°03'02" West, a distance of 50.00 feet to the point of intersection of the South existing right of way line of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120) and the East existing right of way line of said Montgomery Road, said point also being the Northwest corner of Lot 42, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence along said South existing right of way line of State Road 434, South 89°55'47" East, a distance of 141.94 feet to the point of intersection of said South existing right of way line and the West existing right of way line of Pine Street, as recorded in Official Records Book 1036, Page 1420, Public Records of Seminole County, Florida, said point also being the **POINT OF BEGINNING**; thence continue along said South existing right of way line of State Road 434, South 89°55'47" East, a distance of 57.00 feet to the point of intersection of said South existing right of way line and the East existing right of way line of said Pine Street, as recorded in Official Records Book 1031, Page 341, Public Records of Seminole County, Florida; thence departing said South existing right of way line, South 45°04'04" West, along said East existing right of way line, 4.24 feet to the East existing right of way line of Pine Street, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida, said point lying also on the West line of Lot 29, said Sanlando Estates; thence continue along said existing East Right of Way line and said West lot line, South 00°03'55" West, a distance of 86.96 feet to the Southwest corner of Lot 29, said Sanlando Estates; thence departing said East existing right of way line and said West lot line, run South 89°56'39" West, 50.00 feet to a point on the West existing right of way line of Pine Street, said Sanlando Estates, said point also being the Southeast corner of Lot 42, said Sanlando Estates; thence North 00°03'55" East, along said West existing right of way line and the East line of said Lot 42, a distance of 84.07 feet to the aforementioned West existing right of way line of Pine Street, as recorded in Official Records Book 1036, Page 1420, Public Records of Seminole County, Florida; thence departing said East lot line, North 33°37'24" West, along said West existing right of way line, 7.21 feet to the **POINT OF BEGINNING.**

Containing 4517 square feet, more or less.

AND

PART "C"

THAT PART OF GUM STREET, SANLANDO ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 53 OF THE PUBLIC RECORDS OF

SEMINOLE COUNTY, FLORIDA." AND BEING ALSO DESCRIBED AS "LOT 28, SANLANDO ESTATES, according to the plat thereof as recorded in Plat Book 12, page 53, Public Records of Seminole County, Florida, LESS THE ROAD RIGHT-OF-WAY (The above described parcel of land being those lands described and recorded in Official Records Book 1025, Page 1944 and Official Records Book 1042, Page 597, Public Records of Seminole County, Florida.) and "LOT 15, SANLANDO ESTATES, according to the plat thereof as recorded in Plat Book 12, page 53, Public Records of Seminole County, Florida, LESS THE ROAD RIGHT-OF-WAY (The above described parcel of land being those lands described and recorded in Official Records Book 1051, Page 1597 and Official Records Book 1042, Page 600, Public Records of Seminole County, Florida.)

BEING DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped "SEM. CO.", located at the Southeast corner of the Southwest quarter of Section 3, Township 21 South, Range 29 East, Seminole County, Florida; thence run North 00°03'02" East, along the East line of said Southwest quarter, a distance of 1312.69 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said East section line, run South 89°55'47" East, along said Centerline of Survey, a distance of 33.00 feet; thence departing said Centerline of Survey run South 00°03'02" West, a distance of 50.00 feet to the point of intersection of the South existing right of way line of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120) and the East existing right of way line of said Montgomery Road, said point also being the Northwest corner of Lot 42, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence along said South existing right of way line of State Road 434, South 89°55'47" East, a distance of 484.04 feet to the point of intersection of said South existing right of way line and the West existing right of way line of Gum Street, as recorded in Official Records Book 1042, Page 597, Public Records of Seminole County, Florida, said point also being the **POINT OF BEGINNING**; thence South 89°55'47" East, along the South existing right of way line, a distance of 56.00 feet to the point of intersection of the South existing right of way line of said State Road 434 and the East existing right of way line of Gum Street, according to Official Records Book 1042, Page 600, Public Records of Seminole County, Florida; thence departing said South existing right of way line, South 45°04'18" West, along said East existing right of way line, 4.24 feet to the East existing right of way line of Gum Street, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence South 00°04'23" West, along said East existing right of way line, a distance of 87.33 feet to the Southwest corner of Lot 15, said Sanlando Estates; thence departing said East existing right of way line, run North 89°44'47" West, 50.00 feet to a point on the West existing right of way line of Gum Street, said Sanlando Estates, said point also being the Southeast corner of Lot 28, said Sanlando Estates; thence North 00°04'23" East, along said West existing right of way line, a distance of 87.17 feet to the West existing right of way line of Gum Street, per Official Records Book 1042, Page 600, Public Records of Seminole County, Florida; thence North 44°55'42" West, along said West existing right of way line, 4.24 feet to the **POINT OF BEGINNING.**

Containing 4522 square feet, more or less.

AND

PART "D"

THAT PART OF OAK STREET, SANLANDO ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA." AND BEING ALSO DESCRIBED "LOT 14, SANLANDO ESTATES, according to the plat thereof as recorded in Plat Book 12, page 53, Public Records of Seminole County, Florida, LESS THE ROAD RIGHT-OF-WAY (The above described parcel of land being those lands described and recorded in Official Records Book 5233, Page 97 and Official Records Book 1035, Page 79, Public Records of Seminole County, Florida.) and "LOT 1, SANLANDO ESTATES, according to the plat thereof as recorded in Plat Book 12, page 53, Public Records of Seminole County, Florida, LESS THE ROAD RIGHT-OF-WAY (The above described parcel of land being those lands described and recorded in Official Records Book 1809, Page 1320 and Official Records Book 1049, Page 878, Public Records of Seminole County, Florida.)

BEING DESCRIBED AS FOLLOWS:

Commence at a nail and disk stamped "SEM. CO.", located at the Southeast corner of the Southwest quarter of Section 3, Township 21 South, Range 29 East, Seminole County, Florida; thence run North 00°03'02" East, along the East line of said Southwest quarter, a distance of 1312.69 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said East section line, run South 89°55'47" East, along said Centerline of Survey, a distance of 33.00 feet; thence departing said Centerline of Survey run South 00°03'02" West, a distance of 50.00 feet to the point of intersection of the South existing right of way line of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120) and the East existing right of way line of said Montgomery Road, said point also being the Northwest corner of Lot 42, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence along said South existing right of way line of State Road 434, South 89°55'47" East, a distance of 824.74 feet to the point of intersection of said South existing right of way line and the West existing right of way line of Oak Street, as recorded in Official Records Book 1035, Page 79, Public Records of Seminole County, Florida, said point also being the **POINT OF BEGINNING**; thence run South 89°55'47" East, along said South existing right of way line, a distance of 56.00 feet to the point of intersection of said South existing right of way line and the East existing right of way Line of Oak Street, per Official Records Book 1049, Page 878, Public Records of Seminole County, Florida; thence departing said South existing right of way line, run South 45°03'50" West, along said East existing right of way line, 4.24 feet to the East existing right of way line of Oak Street, Sanlando Estates, according to the plat thereof, as recorded in Plat Book 12, Page 53, Public Records of Seminole County, Florida; thence run South 00°03'26" West, along said East existing right of way line, a distance of 86.81 feet to the Southwest corner of Lot 1, said Sanlando Estates; thence departing said East existing right of way line, run North 89°50'57" West, 50.00 feet to a point on the West existing right of way line of Oak Street, said Sanlando Estates, said point also being the Southeast corner of Lot 14, said Sanlando Estates; thence run North 00°03'26" East, along said West existing right of way line, a distance of 86.74 feet to the West existing right of way line of Oak Street, per Official Records Book 1035, Page 79, Public Records of Seminole County, Florida; thence North 44°56'11" West, along said West existing right of way line, 4.24 feet to the **POINT OF BEGINNING.**

Containing 4498 square feet, more or less.

AND

PART "E"

THAT PART OF Markham Woods Road (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120)

BEING DESCRIBED AS FOLLOWS:

Commence at a railroad spike in cut out, No ID., located at the Northeast corner of the Southwest quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence run South 89°57'56" West, along the North line of said Southwest quarter, a distance of 705.96 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said North section line, run South 56°47'00" West, along said Centerline of Survey, a distance of 1401.61 feet; thence departing said Centerline of Survey run North 06°33'06" West, a distance of 69.37 feet to the point of intersection of the North existing right of way line of said State Road 434 and the West existing right of way line of Markham Woods Road (as per Florida Department of Transportation Right of Way Map, Section 77120-2501), said point also being the **POINT OF BEGINNING**; thence continue North 06°33'06" West, along said West existing right of way line, a distance of 52.70 feet; thence departing said West existing right of way line, run North 63°29'58" East, a distance of 139.07 feet to the point of intersection of the East existing right of way line of said Markham Woods Road and the aforementioned North right of way line; thence South 80°54'10" East, along said North existing right of way line, a distance of 41.51 feet; thence South 55°55'25" West, along said North existing right of way line, a distance of 192.48 feet to the **POINT OF BEGINNING.**

Containing 6178 square feet, more or less.

AND

(PART "F") SECTION 77120
F.P. NO. 240233-2

THAT PART OF Douglas Avenue (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120).

BEING DESCRIBED AS FOLLOWS:

Commence at a railroad spike in cut out, no ID., located at the Northeast corner of the Southwest quarter of Section 2, Township 21 South, Range 29 East, Seminole County, Florida; thence run South 89°57'56" West, along the North line of said Southwest quarter, a distance of 705.96 feet to the Centerline of Survey of State Road 434 (as per Florida Department of Transportation Right of Way Map, F.P. No. 240233-2, Section 77120); thence departing said North section line, run South 56°47'00" West, along said Centerline of Survey, a distance of 1112.09 feet; thence departing said Centerline of Survey run North 06°55'48" East, a distance of 78.19 feet to a point of

intersection of the existing North Right of Way line of State Road 434 (as per Florida Department of Transportation Right of Way Map, Section 77120-2501) and the West existing right of way line of Douglas Avenue, Springside, as per plat thereof, as recorded in Plat Book 23, Page 29, Public Records of Seminole County, Florida, said point also being the **POINT OF BEGINNING**; thence continue North 06°55'48" East, along said West existing right of way line, a distance of 42.17 feet; thence departing said West existing right of way line, run North 60°28'38" East, a distance of 67.36 feet to a point on the East existing right of way line of said Douglas Avenue, said point being a point on a curve concave Southeasterly, having a radius of 10.00 feet, a chord bearing of South 65°04'42" East and a chord distance of 18.15 feet; thence run Southeasterly along said curve, through a central angle of 129°57'42", an arc length of 22.68 feet to the point of cusp of said curve, said a point also being on the aforementioned North existing right of way line; thence run South 49°56'27" West, along said North existing right of way line, a distance of 104.73 feet to the **POINT OF BEGINNING.**

Containing 1927 square feet, more or less.

This legal description prepared under the direction of:
Russell D. Kessler, P.L.S. No. 5115
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

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

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sobik's of Airport Blvd., Inc.

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
A business damage claim has been filed by Sobik's of Airport Blvd., Inc. relating to Parcel Numbers 102/702 on the County Road 15 project. Sobik's operates a business on the site and has claimed $223,168.00 in business damages exclusive of statutory interest, attorney's fees and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert opining the amount of business damages to be $34,400.00. Judge Simmons.

District 5 Brenda Carey Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends the Board gives authorization to make a counteroffer based on the report of the County's business damage expert opining the amount of business damages to be $34,400.00.

ATTACHMENTS:

1. Sobik's of Airport Blvd., Inc.

Additionally Reviewed By:
No additional reviews

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney

From: David G. Shields, Assistant County Attorney
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering Division

Date: January 14, 2008

Subject: Authorization to Respond to Business Damage Claim
County Road 15
Parcel Nos. 102/702
Property owner: Sobik's of Airport Blvd., Inc.
Seminole County v. Sobik's of Airport Blvd., Inc., et al
Case No. 2007-CA-826-13-K

This Memorandum requests authorization by the Board of County Commissioners ("BCC") to respond to the business damage claim of Sobik's of Airport Blvd., Inc. ("Sobik's") on County Road 15. Sobik's operates a business on the site. By statute, the business owner is required to provide its business damage claim within 180 days of the County's initial notice of the taking and the County is required to accept or reject the claim or submit a counteroffer within 120 days after receipt of the claim. Both sides agreed to an extension of these deadlines. Therefore, by agreement between counsel, Sobik's provided its claim on August 31, 2007, and the County's response is due by February 12, 2008.

I PROPERTY

A. Location Data

The subject property is located at the northeast side of County Road 15 (Monroe Road) and State Road 46 in a portion of unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Address

The street address is 105 Monroe Road, Sanford, FL.

C. Description

The parent tract consists of 29,935 square feet and is improved with a restaurant.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 102/702 and found that the County Road 15 improvement project is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on May 25, 2007, with title to Parcel No. 102 and the right to temporary use of Parcel No. 702 vesting in Seminole County on June 5, 2007, the date of the good faith deposit.

III ACQUISITION/REMAINDER

The proposed fee acquisition consists of 2,927 square feet and is a rectangle shaped parcel off the subject's frontage on County Road 15. The temporary construction easement (TCE) contains 648 square feet and is also rectangular and will be used to blend the new right-of-way with the access driveway on the remainder property.

IV APPRAISED VALUES

The County's initial appraised value of Parcel Nos. 102/702 was $172,100.00 ($163,200.00 for the fee and $8,900.00 for the TCE). The County's appraisal was prepared by Florida Realty Analysts, Inc., and was approved by the County's MAI designated staff appraiser. The appraisal was updated for the order of taking hearing and it opined the values at $175,200.00 ($166,100.00 for the fee and $9,100.00 for the TCE). The appraisal report provides a plan to cure the damages to the remainder that the take would otherwise cause. The appraisal report only appraises the land, improvements, and possible severance damages. The appraisal report does not encompass business damages. The County has retained a separate expert, a certified public accountant, to evaluate Sobik's business damage claim.

To date the owner has not provided the County with an appraisal report appraising the land, improvements and possible severance damages.

V BUSINESS DAMAGES

At the time of the taking, Sobik's business had been in operation at the site since 2000, and it therefore qualifies for business damages.

A. County's Business Damage Report

The County has retained a certified public accountant as its expert on the business damage claim. The expert has examined Sobik's supporting documents

provided with the claim and opines business damage to be $34,400.00 in a report received by the County on January 9, 2008.

B. Sobik's Business Damage Report

Sobik's business damage assessment was prepared by its owner, John Sobik utilizing calculations prepared by Morgenstern Phifer & Messina, P.A. Sobik's business damages claim is $223,168.00. The nature and extent of Sobik's claimed business damages include a permanent loss of parking spaces, a constricted site, temporary loss during the time the cure is implemented, loss of visibility of signage and a general reduction in the desirability of the site for the business.

In his report, the County's expert notes that the owner did not provide any background, assumptions or rationale as to how the owner determined its permanent business damages. The County's expert does recognize a loss during the implementation of the cure to the owner's property and for 30 days thereafter, which is the basis for the $34,400.00 amount.

VII ATTORNEY FEES

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer. If there is no timely counteroffer, the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages. Therefore, it is important for the expert to review the claim and any and all supporting documents and recommend an appropriate response so as to minimize any claim for attorney fees.

VIII RATIONALE AND COST CONTROL

The recommended settlement amount is the minimum that the County will likely have to pay the owner for business damages based on the report of the County's own expert. The amount also appears reasonably sufficient given the owner has not provided any support for permanent damages to the remainder property.

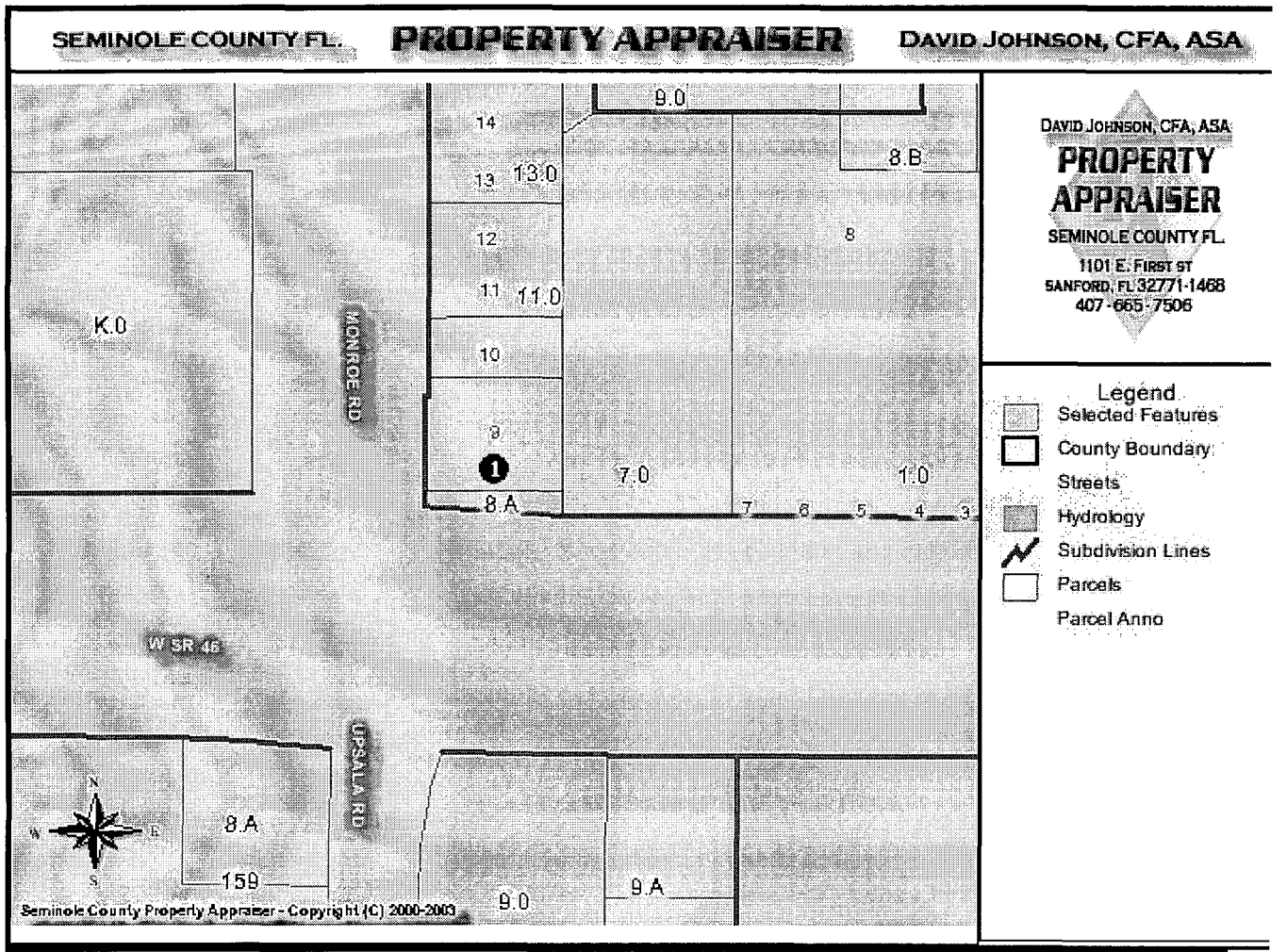
The Florida Statutes force the County to respond to the business damage claim quickly or risk significant additional exposure for attorney fees. This memorandum is intended only to address the statutory requirement for responding to the business damage claim of the business tenant and to protect the County on the matter of attorney fees.

VIII RECOMMENDATION

County staff recommends that the BCC authorize the County Attorney's Office to make a counteroffer in response to Sobik's business damage claim in the amount of $34,400.00 based on the report of the County's business damage expert. This amount will cover only business damages and is to be exclusive of statutory interest, statutory

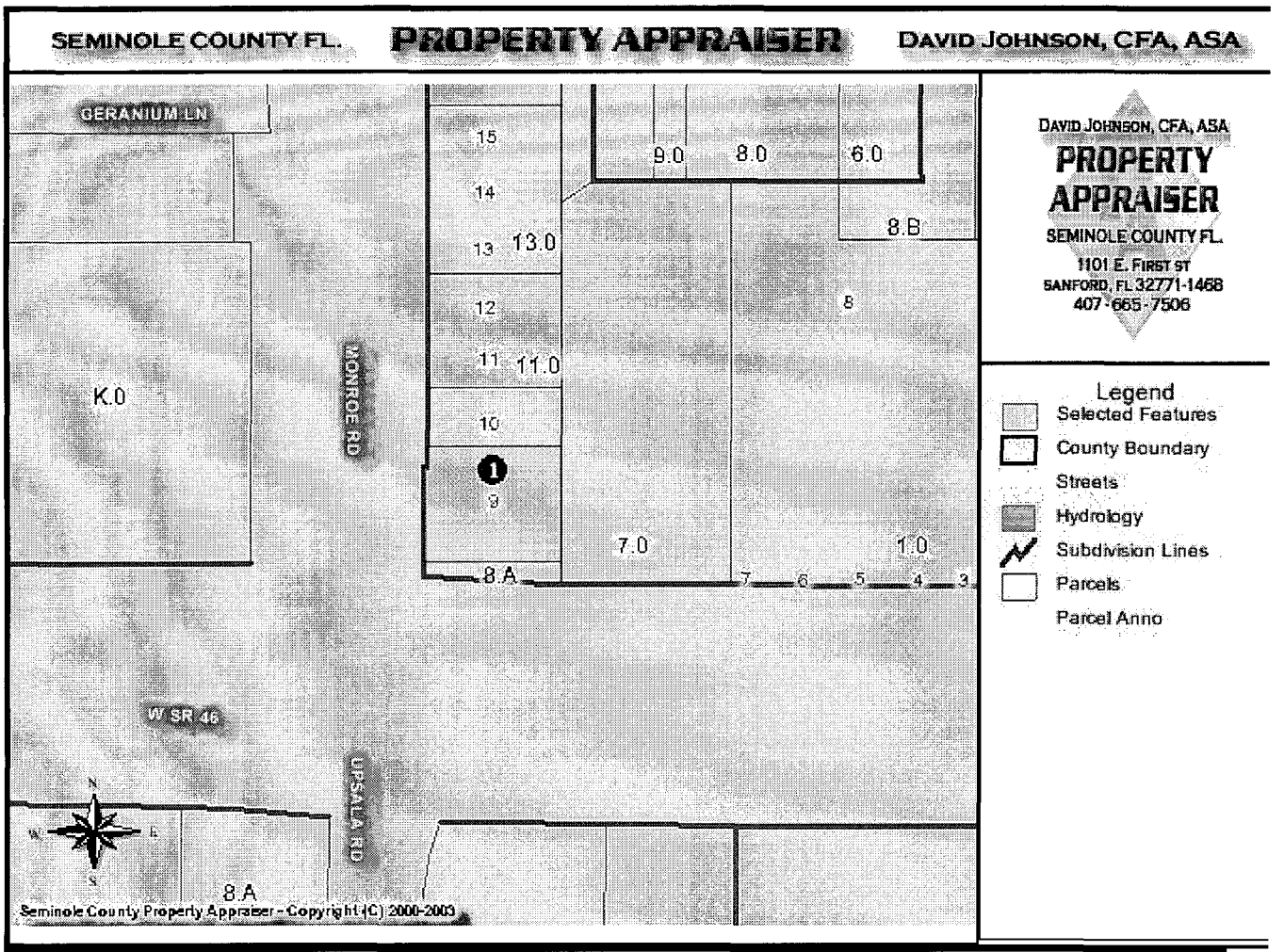
attorney's fees, cost reimbursements and any other compensation or damage which might be due Sobik's.

DGS/dre
Attachments
Exhibit A – Location map
Exhibit B – Parcel Sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item Cr 15 Sobik's Business Damage Response.Doc



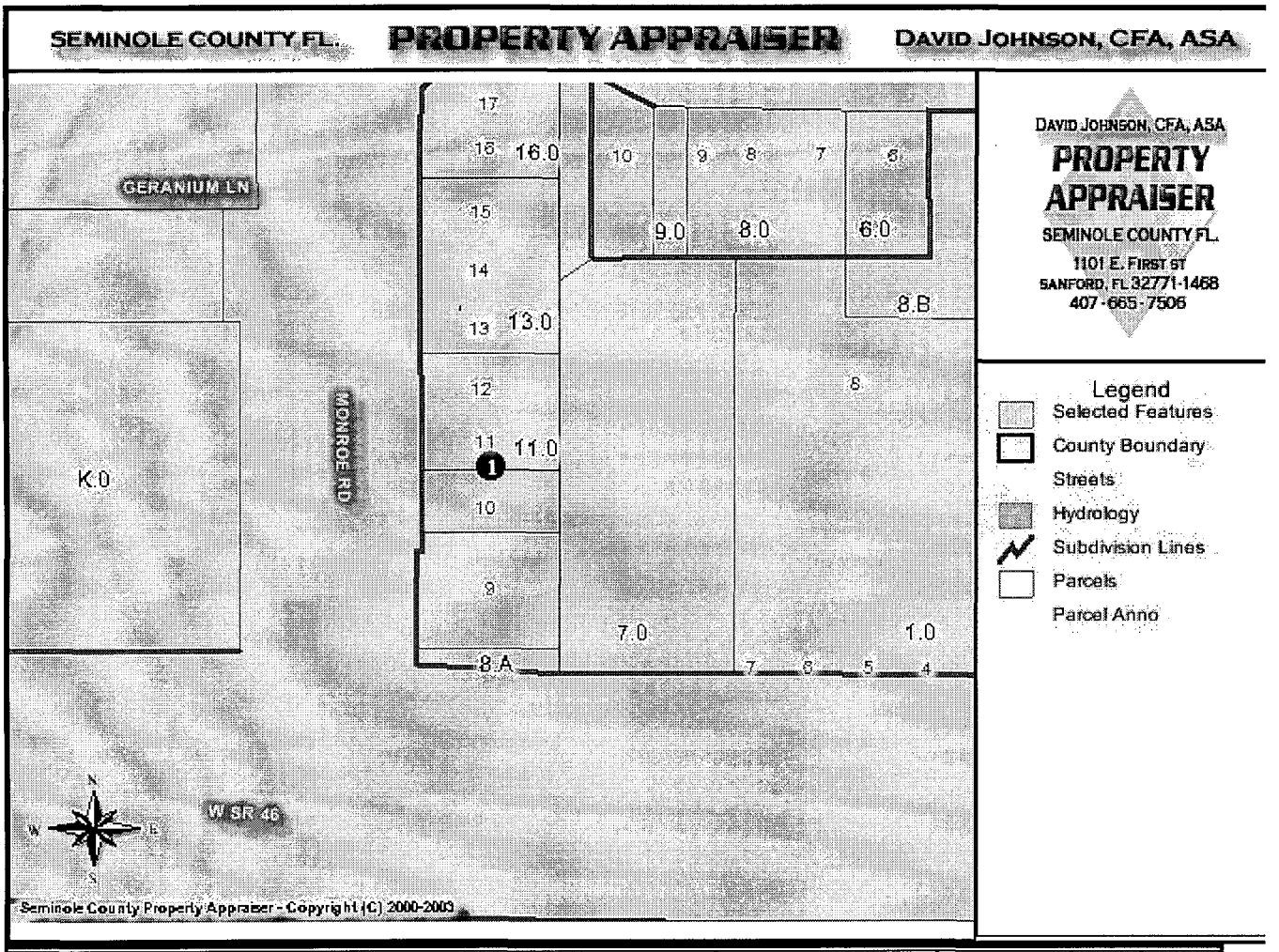
Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	2819305030000008A	SOBIKS OF AIRPORT BLVD INC	105 MONROE RD	SANFORD	FL	32771

COMPOSITE EXHIBIT A



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	28193050300000090	SOBIKS OF AIRPORT BLVD INC	105 MONROE RD	SANFORD	FL	32771

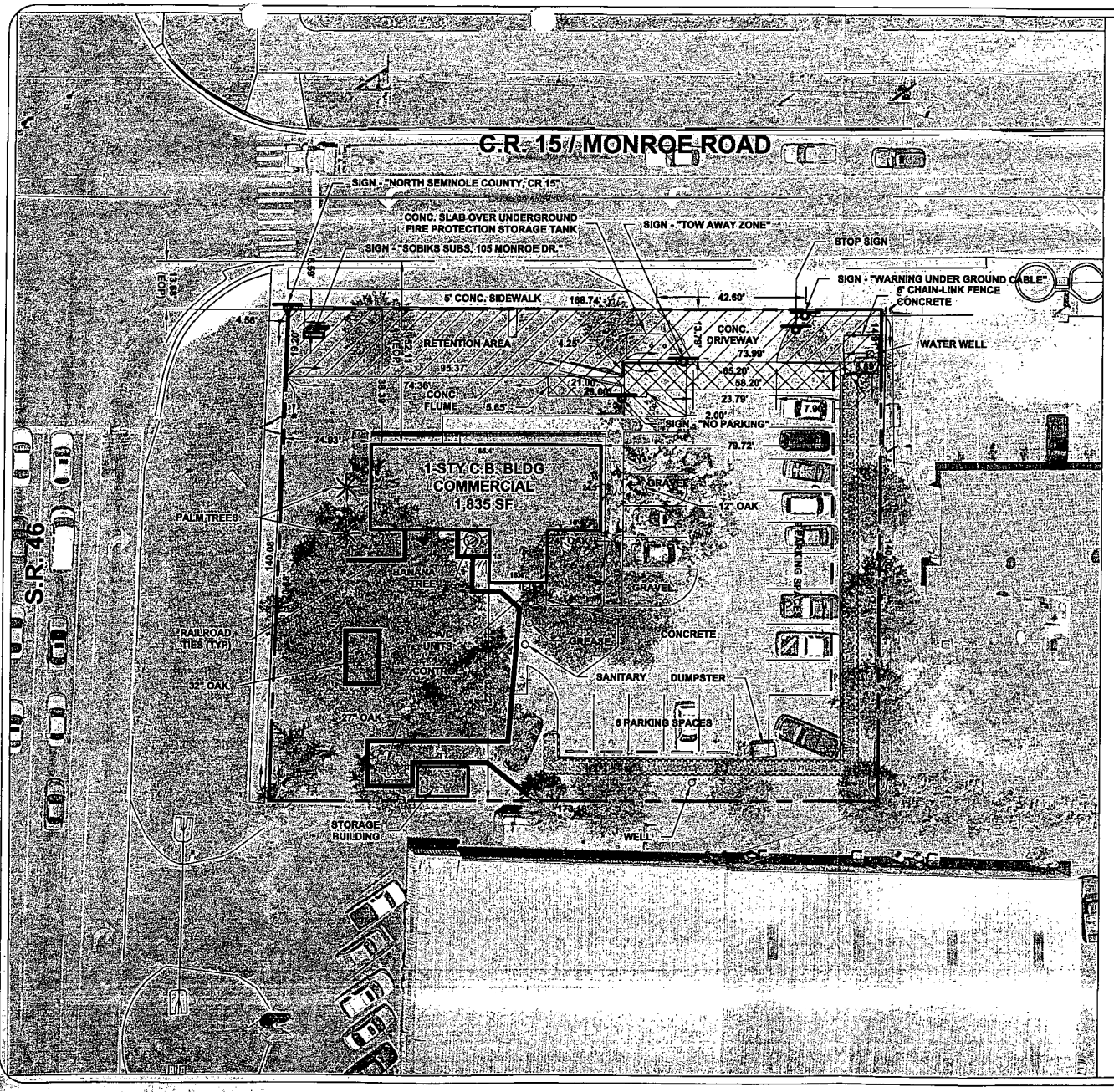
COMPOSITE EXHIBIT A



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	28193050300000100	SOBIKS OF AIRPORT BLVD INC	105 MONROE RD	SANFORD	FL	32771

COMPOSITE EXHIBIT A

EXHIBIT B



15 0 15 30
scale feet

PARENT TRACT	0.549 AC
AREA OF TAKE	(2,927 SF) 0.067 AC
AREA OF TCE	(648 SF) 0.015 AC
REMAINDER TRACT	(21,008 SF) 0.482 AC

PROPERTY LINE

AREA OF TAKE

AREA OF TCE

PARENT TRACT : WITH TAKING SHOWN

PARCEL 102/702
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SCALE AS SHOWN
DRAWN: PEP APPROVED: JMS
CHECKED: DCD APP. DATE: 09/01/06

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398

SHEET: 2
PROJECT NUMBER: A060352.00
FILE NAME: par102-702.dwg

R:\PROJ\2006\A060352.00 C.R. 15 (Upsala Road)\Planning\PAR 102-702\DWG\par102-702.dwg Apr 27, 2007 - 2:29pm

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes: & Clerk's Received and Filed

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Lists dated January 7, 14 & 22, 2008; and Payroll Approval List dated January 10, 2008; Approval of BCC Official Minutes dated January 8, 2008; Clerk's "Received and Filed" – for information only.

County-wide Dave Godwin

BACKGROUND:
Clerk's Report attached.

STAFF RECOMMENDATION:
Staff recommends approval of Expenditure Lists dated January 7, 14 & 22, 2008; and Payroll Approval List dated January 10, 2008; Approval of BCC Official Minutes dated January 8, 2008; Clerk's "Received and Filed" – for information only.

ATTACHMENTS:

1. Clerk's Report 2/12/08

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: **Expenditure & Payroll Approval Lists; BCC Minutes; & Clerk's Received and Filed**

DEPARTMENT **Clerk's Office** **DIVISION:** **County Commission Records**

AUTHORIZED BY **Dave Godwin** **CONTACT:** **Sandy McCann** **EXT.** **7662**

Agenda Date **02-12-2008** **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure Lists.
Approval of BCC Official Minutes.

BACKGROUND:

1. Expenditure Approval Lists dated January 7, 14 & 22, 2008; and Payroll Approval List dated January 10, 2008.

2. Official Minutes dated January 8, 2008.

3. Clerk's "Received and Filed" - for information only.

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
FEBRUARY 12, 2008

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE & PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated January 7, 14 & 22, 2008; and Payroll Approval List dated January 10, 2008, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated January 8, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Amendment #1 to W.O. #22 to PS-5190-05.
2. W.O. #64 to PS-5150-03.
3. Amendment #1 to W.O. #5 to PS-5182-05.
4. Amendment #1 to W.O. #11 to PS-5182-05.
5. W.O. #22 to PS-1529-06.
6. W.O. #55 to PS-5120-02.
7. W.O. #84 to PS-5165-04.
8. W.O. #19 to RFP-0225-05.
9. W.O. #8 to CC-0012-05.
10. W.O. #10 to RFP-0778-06.
11. Amendment #2 to M-1947-07.

12. W.O. #85 to PS-5165-04.

13. M-2924-07 Contract with Reynolds, Smith & Hills, Inc.

14. W.O. #20 to CC-1075-06.

15. W.O. #51 to CC-1267-05.

16. C.O. #2 & #3 to CC-1416-06.

17. RFP-600254-07 Counseling Agreement with Robert Tango.

18. RFP-4253-05 Agreement with Hinton Enterprises, Inc.

19. IFB-600276-07 Contract with Ryder Truck Rental, Inc.

20. C.O. #7 to CC-0256-06.

21. W.O. #10 to CC-1075-06, Final Close-Out.

22. W.O. #86 to PS-5165-04.

23. W.O. #1 to PS-1903-07.

24. W.O. #87 to PS-5165-04.

25. W.O. #66 to PS-5150-03.

26. CC-2641-07 Construction Services Agreement with Chinchor Electric, Inc.

27. W.O. #88 to PS-5165-04.

28. Amendment #1 to W.O. #3 to RFP-4215-04.

29. W.O. #83 to PS-5165-04.

30. W.O. #52 to CC-1267-05.

31. Amendment #8 to W.O. #3 to PS-537-99.

32. W.O. #1 to PS-2014-07.

33. Amendment #1 to W.O. #3 to PS-0977-06.

34. W.O. #11 to RFP-0778-06.

35. W.O. #2 to PS-5172-04.

36. W.O. #9 to CC-0012-05.

37. Seventh Amendment to RFP-4188-03.

38. Close-out for CC-1422-06.

39. W.O. #23 to PS-1529-06.

40. W.O. #12 to RFP-0013-06.

41. W.O. #13 to PS-1501-06.

42. Amendment #1 to W.O. #5 to PS-5190-05.

43. Amendment #1 to W.O. #6 to PS-567-00.

44. Water & Sewer Cash Maintenance Bond for San Pedro Spiritual Center in the amount of $3,330.00.

45. Water & Sewer Cash Maintenance Bond for Geneva School @ Grand Ave., in the amount of $1,450.00.

46. HUD Community Development Block Grant Subrecipient Agreement for 07-08 with the City of Casselberry, as approved by the BCC on July 24, 2007.

47. Auditor General Operational Audit for Seminole Community College.

48. First Amendments to Tennis Pro Agreements with the following: Timothy Lynch, Sarah Harkins, Ryan Maddox Chabot, John Gegenheimer, Brittany Ann Collins, Matthew Steverson, Robyn Suto, Michael Koslik, David Rosenfeld, Daniel Keating, Peter Thomas Mainelli, Brian Morrissey, Chelsea M. Maratta, and Alice Reen.

49. Notices of Satisfactions of Connection Fees for the following: Family Dollar/Just Brakes; Casa

Verde Walgreen's; Fifth Third Bank; Magnolia Corporate Center; and Aloma Park Center/Lot 89.

50. Development Orders for Obeda Property PUD/#07-22000005 and Monaco Guest House/#07-50000020.

51. Conditional Utility Agreement for Sewer Service with K & S Investments, LLC, for Geneva Preschool @ Grand Ave.

52. Bill of Sale accepting water and sewer systems in The Park at Hanover Place.

53. Addendum #1 for Greenway Point PUD DCA.

54. Notices of Satisfaction of Connection Fees for the following: Aldi Food Store; Pools by Bradley; Maple Leaf Commerce Center; Provenance Townhomes; Palm Valley Professional Center; and Oakmonte Senior Village aka Shiralago.

55. Conditional Utility Agreements for water & sewer service with Heathrow Country Club, LLC, for Heathrow Exercise & Tennis Facility.

56. Bill of Sale accepting water & sewer systems for CA Stone Development.

57. Conditional Utility Agreement for water service with Joseph & Carol Cannizzaro for Cannizzaro Medical Building.

58. Acceptance Letter for water system at Willow Creek Presbyterian Church.

59. Private Road Maintenance Bond for Banyan Pointe Subdivision in the amount of $79,096.33.

60. Water & Sewer Cash Maintenance Bond for WB Equestrian Center in the amount of $252.62.

61. W.O. #3 to CC-2190-07.

62. 1st Amendment to IFB-600250-07.

63. Agreement for Annual Maintenance of the Mutual Aid Radio Cache under 06-07 State Homeland

Security Grant as approved by the BCC on August 28, 2007.

64. Airspace Agreement and Addendum for the Construction and Maintenance of the Pedestrian Bridge across Hwy. 17-92 Connecting to the Cross Seminole Trail, as approved by the BCC on August 14, 2007.

65. Title Opinion for Clayton Crossing Townhomes First Amendment.

66. Copy of Memorandum to Assistant County Attorney, Ann Colby, from Assistant County Attorney, David Shields, RE: Second Amendment to Litigation Consultant Services Agreement.

67. Letter to Clerk of Court, Maryanne Morse, from County Manager, Cindy Coto, RE: appointments to the Value Adjustment Board.

68. Bill of Sale for off-site water within the WB Equestrian Center project.

69. Customer Agreement for Reclaimed Water Rates with Nations Investment Group, Inc.

70. Acceptance letters and Bills of Sale for water and sewer systems for the Geneva School at Grand Ave. and San Pedro Spiritual Center.

71. Conditional Utility Agreements for water and sewer service for D & E Snowball, LLC for the Snowball Dental Lab.

72. Addendum #1 to the Developer's Commitment Agreement for the Silverleaf Park PUD Minor Amendment.

73. Addendum #1 to the Developer's Commitment Agreement for the SR 46/Lake Forest Boulevard Townhouses.

74. Copy of Memorandum from Bruce McMenemy, Assistant to the Clerk of the Court, to Cindy Coto, County Manager RE: Cash Management Forecasting Methodology.

75. Copy of Memorandum from Clerk of Court, Maryanne Morse, to County Manager, Cindy Coto, RE: FSAM (financial services) Contract and scope of services.

76. Audit of the Assessment of Transportation Impact Fees prepared by the Clerk of Court, Maryanne Morse.

77. Bids as follows: CC-2822-07; IFB-600280-08; and IFB-600281-08.

78. Bids on CD's for the following: CC-2324; CC-2396-07; and CC-2521-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Salvation Army-Family Focus Program - Grant Application

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT:** 7125

MOTION/RECOMMENDATION:
Board direction as to the County partnering with the Salvation Army-Family Focus Program to submit an application to the Office on Violence Against Women requesting up to $400,000 through their Safe Haven: Supervised Visitation and Safe Exchange Grant Program; and authorize the Chairman to execute supporting documents.

County-wide Jennifer Bero, David Medley

BACKGROUND:

The U.S. Department of Justice-Office on Violence Against Women is accepting applications for its Safe Havens: Supervised Visitation and Safe Exchange Grant Program. This program provides an opportunity for communities to support the supervised visitation and safe exchange of children in situations involving domestic violence, dating violence, child abuse, sexual assault, or stalking.

The Salvation Army Family Focus Program provides supervised visitation services for children who by court order are not permitted unsupervised contact with their non custodial parent or parents due to family violence, abuse, and neglect. Family Focus also provides the Nurturing Parenting Program, a series of classes designed to address the needs and supplement the knowledge of skills to parents involved in dependency procedures and conflicted relationships.

Family Focus is requesting Seminole County support of their program by committing to be the applicant and subsequent fiscal administrator for the Safe Haven grant program as only government entities are eligible to apply. Should the grant be awarded, Seminole County would enter into an agreement with the Salvation Army Family Focus Program to define the responsibilities of each agency. As the applicant, the County's Community Services Department would oversee the grant and project implementation. No financial commitment from the County is requested as there is no match requirement for this grant program.

The proposed application would request up to $400,000 over a three (3) year period with the first year being a development planning year. During this period, the Office on Violence Against Women would provide program guidance and technical assistance. The subsequent years' funds would be used to improve the quality of the program. Such improvements would be based upon the needs identified through the assessment process completed during the planning phase.

The formal request and anticipated use of funds for improvements are identified on the

attached letter from Family Focus. Representation of the Salvation Army Family Focus and the Family Focus Advisory Counsel will be present during the Board meeting to address any questions the Board may have regarding the project.

ATTACHMENTS:

1. Req for Support

Additionally Reviewed By:
No additional reviews

DOING THE MOST GOOD

FAMILY FOCUS SERVICES

WILLIAM BOOTH, FOUNDER
SHAW CLIFTON, GENERAL
COMMISSIONER MAXWELL FEENER, TERRITORIAL COMMANDER
MAJOR STEVE HEDGREN, DIVISIONAL COMMANDER
MAJORS JOSEPH & JUDITH KNOBEL, CORPS OFFICER

January 25, 2008

Dr. David Medley
Community Services Director
534 West Lake Mary Blvd
Sanford, FL 32773

The Salvation Army Family Focus Supervised Visitation/Nurturing Parenting Program Center is the only court approved visitation center in Seminole County. Family Focus provides supervised visitation services for children that by court order are not allowed unsupervised contact with their non custodial parent or parents because of family violence, abuse and neglect. Family Focus also offers monitored exchange which consists of the supervision of the exchange of the child from one parent to the other. In addition, Family Focus provides the Nurturing Parenting course which is a series of sessions that parents take to educate them about a non-threatening and non-violence way of life. The Nurturing Parenting Program's curriculum was design to address the needs and supplement the knowledge of skills of parents who are involved in Dependency procedures and are involved in conflicted relationships. Family Focus is also providing parenting support groups which provide parents with a familiar forum to discuss various safety and parenting issues. Some of the goals of Salvation Army Family Focus are as follows:

- ✓ To provide a safe violence free environment for a child to visit with their non custodial parent; To facilitate appropriate parent child/parent interactions during visits;
- ✓ To ensure that visits are not used as an opportunity to influence the children of a domestic violence victim;
- ✓ To reduce the risk of parental kidnapping; potential harm to victims of domestic violence and their children
- ✓ Prevent Child Abuse
- ✓ To provide a quality Nurturing Parenting Program that addresses the need of the community we serve, including providing information and teaching skills that promote the safety of victims and their children;
- ✓ To ensure that the staff receives the training necessary to ensure the safety of abuse/domestic violence victim and the child(ren); To develop, implement and enforce protocols necessary to ensure the safety of victims and their children;
- ✓ To establish stronger collaborations with community agencies and organizations that promotes safety of victims and their children.

The proposed grant application would request up to $400,000 over a three (3) year period with the first year being a development planning year. During this period the grant recipient will receive assistance program guidance and technical assistance from the US Department of Justice Office, Office on Violence Against Women. The subsequent year's funds will be used to improve the quality of the program based on the needs assessment completed during the planning phase.

During the Planning Phase, the grant requires a community needs assessment be done to see which areas are in need of improvement. This planning phase also mandates hiring of a project coordinator to achieve certain goals. However, the performance measures and overall goal of the grant is to strengthen partnerships for safer communities and to enhance the nation's capacity to prevent, solve and control crime.

Since one of the performance measures will be to see an increase in safe supervised visitation between non-custodial parents and children, some pre-needs assessment areas have been identified based on the current needs of the community. They are as follows:

- ✓ Hiring security staff during a.m. hours
- ✓ Purchase of more parenting class books and supplies/anger management class books and supplies
- ✓ Hiring staff (bilingual) to create more supervised visitation time/monitored exchanges/off-site parenting classes
- ✓ Provide needed transportation for parents using the Family Focus van as well as hire a part time bus driver.

Family Focus is requesting for Seminole County to be the fiscal administrator for the Safe Haven Supervised Visitation and Safe Exchange Grant Program as we are unable to apply for this grant without your support. Only government entities are eligible to apply and no financial commitment from the County is requested. **There are no matching funds required to obtain this grant money.**

As the grant recipient, Seminole County would have oversight and a responsibility to monitor the money received. Seminole County would subcontract with the Salvation Army Family Focus to provide these services. A letter of intent to collaborate will be requested from the 18th Judicial Circuit Court, Safehouse of Seminole, CBC of Seminole, Child Abuse Prevention Task Force, Family Connections, Florida Health Council and other non profit organizations who are vested in the prevention of domestic violence/child abuse and the safety of those victims.

A representative of The Salvation Family Focus and a member of the Family Focus Advisory Counsel will be prepared during the Board meeting to provide, if needed, a brief summary of the project and to address any questions the Board may have regarding the grant.

Thank you for your consideration of this important matter that has the potential to greatly enhance the services offered in Seminole County.

Respectfully,

Ida I. Rivera
Program Director, Salvation Army Family Focus Program
1610 W. Airport Blvd.
Sanford, Fl. 32773

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Lake Forrest Large Scale Future Land Use Amendment and Rezone (Continued from 1/22/08)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:
[Continued From 1/22/2008]
1. Transmit the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, based on staff findings (James G. Willard, Shutts & Bowen, LLP, applicant); or

2. Deny the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, (James G. Willard, Shutts & Bowen, LLP, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezone of 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant is requesting the Large Scale Future Land Use Amendment to allow for a multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre.

This property was previously approved on May 10, 2005 known as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhomes units were based on the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories, not to exceed 35 feet. The Development Order of the NW 46 PUD specifically prohibited rental units.

The proposed Lake Forrest PUD is creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 417 units, which is an increase of 17

total units. The Lake Forrest PUD is proposing to increase the approved maximum building height of 35 feet, not to exceed two stories, to 50 feet, not to exceed three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the Development Order.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on December 5, 2007 and heard the request for a Large Scale Land Use Amendment and Rezone. The Commission made a motion to approve the request however, the motion failed due to a 3 to 3 vote. The Commission then made a motion to send the request to the Board of County Commissioners without a recommendation with a 6 to 0 vote.

STAFF RECOMMENDATION:

Staff recommends transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Justification Statement provided by Applicant
8. Large Scale Ordinance
9. Rezone Ordinance
10. School Analysis
11. 12-5-07 Planning and Zoning Commission Minutes
12. Denial Development Order
13. Opposition Letter

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Lake Forrest Large Scale Future Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)		
APPLICANT	James G. Willard, Shutts & Bowen, LLP	
PROPERTY OWNER	NW 46 Ltd. & Jerome Youderian	
REQUEST	LSLUA from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD to PUD	
PROPERTY SIZE	26.8 ± acres	
HEARING DATE (S)	P&Z: December 5, 2007	BCC: February 12, 2008 (Transmittal) May 27, 2008 (Adoption)
PARCEL ID	20-19-30-300-0040-0000	
LOCATION	Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street.	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	PUD (Planned Unit Development)	
FILE NUMBER	Z2007-65	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a multi-family development consisting of a maximum of 417 multi-family units with customary recreational facilities such as a clubhouse, pool, and walking trail.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant proposes to change the zoning and land use in order to develop a more intense residential development than what was previously approved on May 10, 2005 in the NW 46 PUD.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning into a more intense mixture of commercial and higher density residential developments. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses* identifies High Density Residential as a compatible transitional land use when adjacent to Low Density Residential, Medium Density Residential, and Commercial. The southern property line is adjacent to a Medium Density Residential Future Land

Use designation which has been approved for a townhouse and condominium subdivision. However, that property is also requesting a Large Scale Land Use Amendment to High Density Residential for multi-family units. To the north of the subject property is the Low Density Residential Future Land Use designation which is made up of wetland soils and is currently owned by Seminole County. To the west of the subject property across Oregon Street is the Lake Forrest PUD which is a residential subdivision approved for a maximum of 1016 units. To the East of the subject property is Interstate 4. This area is in transition from low density residential developments to higher density residential developments due to its close proximity to the employment centers located along International Parkway and accessibility to Interstate 4.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria against which proposed future land use amendments must be evaluated. Because this is a Large Scale Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area transitioning to developments of higher intensity because of its proximity to employment centers to the south and accessibility to Interstate 4. The area near Interstate 4 and SR 46 recently consists of multi-family subdivisions and support commercial uses to accommodate the further growth of the employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Staff finds that the character of the area has changed enough to warrant a density increase from Medium Density Residential to High Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property would be an appropriate transition between more intensive FLU designations to the south and less intensive uses to the west and north of the property. The subject property is adjacent to Medium Density Residential to the south which is also proposing a FLU change to High Density Residential allowing for apartment units. This proposed increase in apartment units would provide more local housing options for existing and prospective citizens working in the surrounding areas of Heathrow, Lake Mary, and Sanford.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant's development plan does not consider any of the above stated elements.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in an area that is transitioning from lower density development to higher density residential development. *Exhibit FLU: Appropriate Transitional Land Uses* states that High Density Residential is an appropriate transitional land use when adjacent to Medium Density Residential and Commercial. Current development trends indicate that the long-term development in the area will consist of higher density residential and commercial uses due to the proximity of employment centers in the surrounding area and accessibility of Interstate 4.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel 12117C0030E with an effective date of 1995 there appears to be 9.0 acres of floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development will have on public facilities:

Public Facility	Existing Zoning (PUD)*	Proposed Development (417 Multi-Family Units)	Net Impact
Water (GPD)	140,000	145,950	5,950
Sewer (GPD)	120,000	125,100	5,100
Traffic (ADT)	1,484	2,161	677

*** Based on the NW 46 PUD Development Order approved on 5/10/05.**

Utilities:

The site is located in the Northwestern Seminole County utility service area, and will be required to connect to public utilities. There is a 12-inch water main on the south side of W. SR 46, a 12-inch force main on the south side of W. SR 46, and a 20-inch reclaimed water main on the south side of W. SR 46.

Transportation / Traffic:

The property is adjacent to Oregon Street which is classified as collector road. Oregon Street is not currently programmed to be improved according to the County 5-year Capital Improvement Program

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #34, which is located at 4905 Wayside Dr. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to meet the pre-development rate for the 25-year, 24-hour storm event.

Parks, Recreation and Open Space:

The applicant is required to provide a minimum of 25% open space for the site, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

A 5-foot sidewalk will be constructed along the property frontage on Oregon Street. There will be a 15-foot landscape buffer along the west and a 10-foot buffer along the north and east property line.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

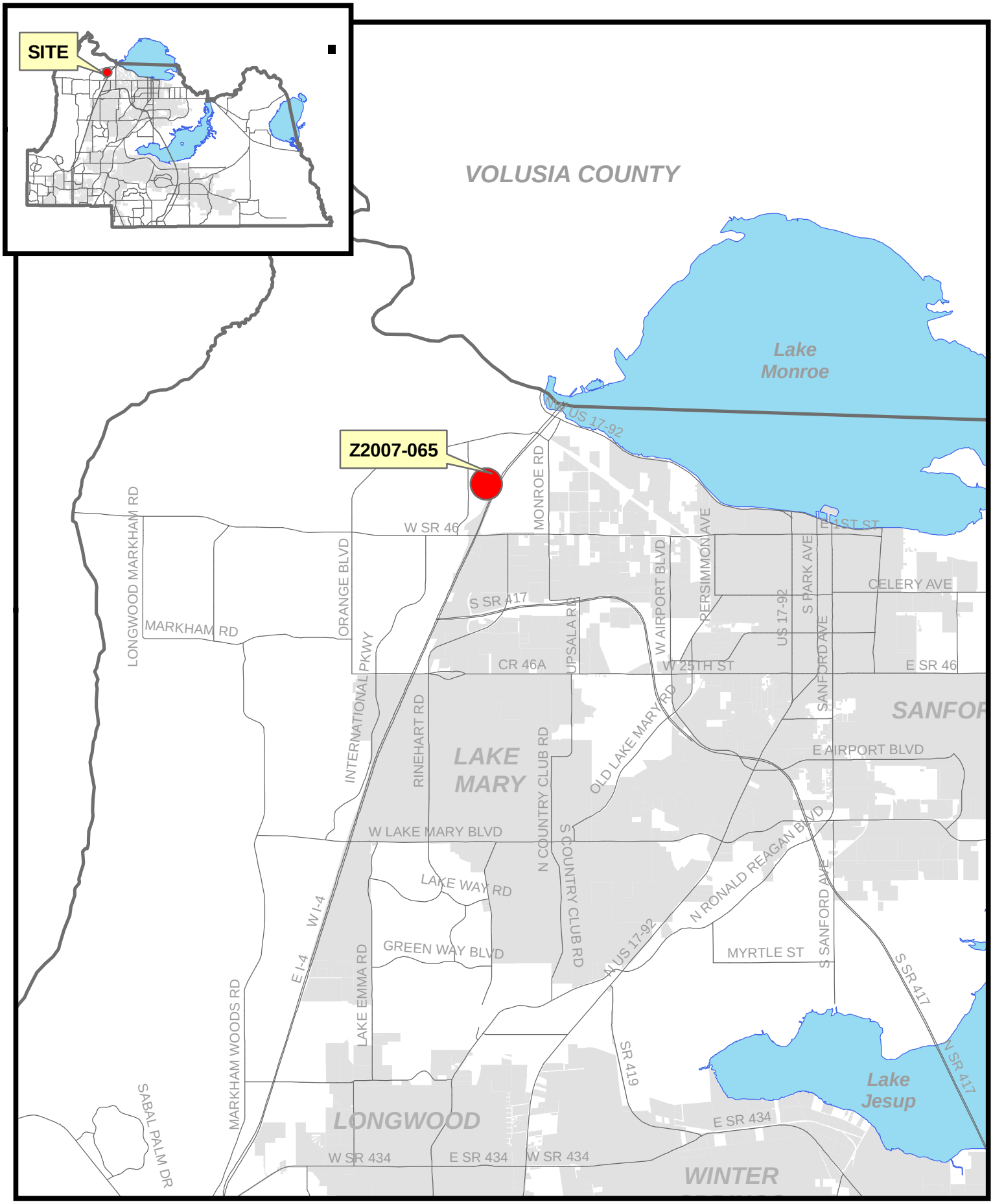
Policy FLU	2.1:	Subdivision Standards
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.11:	Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications
Policy FLU	5.5:	Water and Sewer Service Expansion
Policy FLU	12.4:	Relationship of Land Use to Zoning Classifications
Policy FLU	12.5:	Evaluation Criteria of Property Rights Assertions
Policy POT	4.5:	Potable Water Connection
Policy SAN	4.4:	Sanitary Sewer Connection
Policy PUB	2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

An intergovernmental notice was sent to the Seminole County School District on November 2, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one letter in opposition which is attached to this agenda item.



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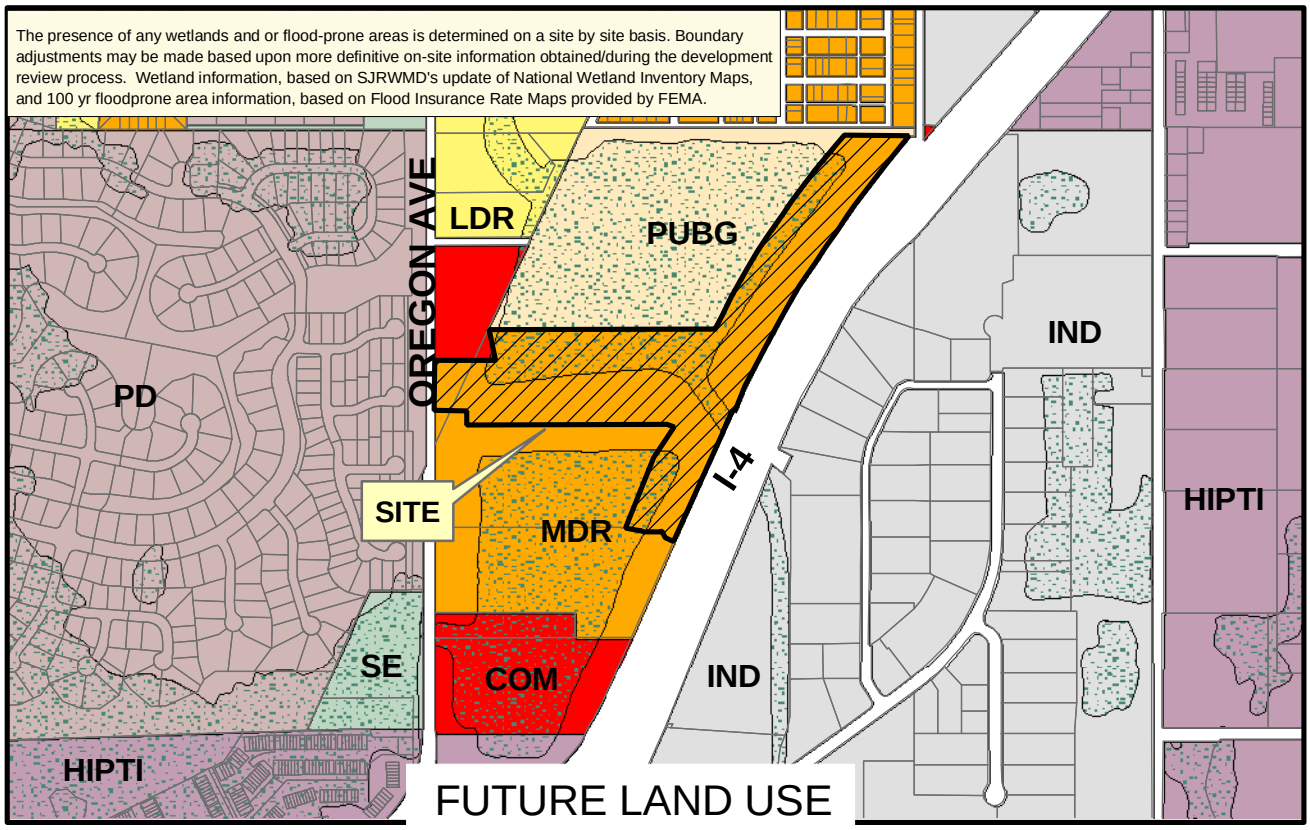
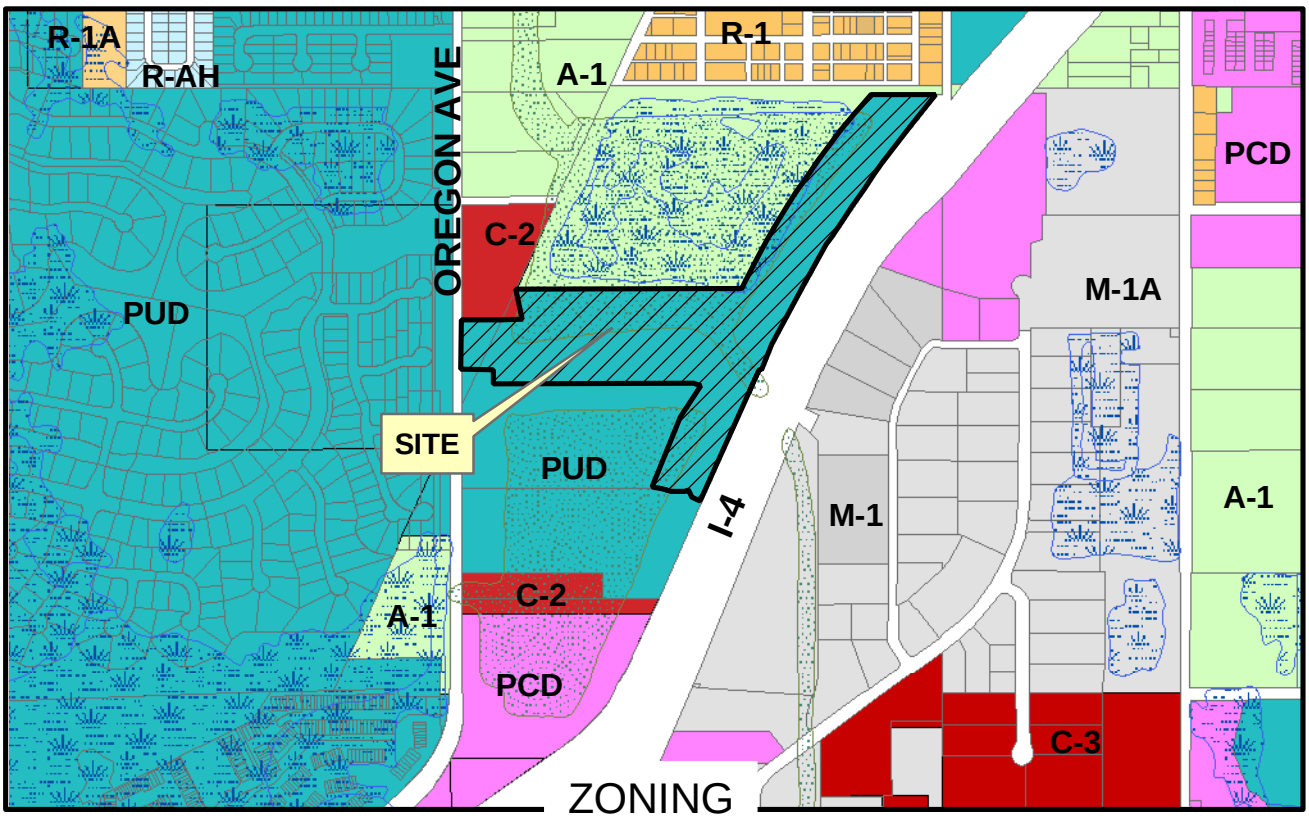


LDR MDR SE COM IND HIPTI Site CONS CITY

Applicant: James Willard
Physical STR: 20-19-30 & 16-19-30
Gross Acres: 26.80 +/- BCC District: 5
Existing Use:
Special Notes:

	Amend/ Rezone#	From	To
FLU	08S.FLU02	MDR	HDR
Zoning	Z2006-065	PUD	PUD



A-1 R-1A R-AH C-2 C-3 M-1A M-1 PCD PUD
FP-1 W-1

filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2007-065.mxd 10/11/07

FLU No: 08S-FLU02
From: MDR To: HDR

Rezone No: Z2007-065
From: PUD To: PUD

Parcel

Subject Property

N

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-065 adaer 10/24/07

PROJECT AREAS

DESCRIPTION	ACREAGE
ROADWAY/IMPERVIOUS	9.41 AC.
BUILDING FOOTPRINT	5.4 AC.
OPEN SPACE	9.91 AC.
REQUIRED 15' ROW DEDICATION	0.12 AC.
LIFT STATION	0.01 AC.
LANDSCAPE BUFFER	1.95 AC.
TOTAL	26.8 AC.

NET BUILDABLE AREA CALCULATION

GROSS SITE AREA	26.8 AC
EXTERNAL R/W DEDICATIONS	0.12 AC
NONRESIDENTIAL OUTPARCELS	0.00 AC
FLOOD PRONE AREAS	1.40 AC
PUBLIC ROAD R/W	0.00 AC
PRIVATE ROAD R/W	0.00 AC
DRIVE ISLES (EXCL. ALLEYS)	0.00 AC
LAKES	0.00 AC
TRANSMISSION LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	25.28 AC

PROJECT DENSITY

GROSS SITE AREA	26.80 AC
NET BUILDABLE AREA	25.28 AC
PROPOSED UNITS	417
NET DENSITY = 417 UNITS/25.28 AC. =	16.5 UNITS/AC
GROSS DENSITY = 417 UNITS/26.8 AC. =	15.56 UNITS/AC

SITE DATA:

1. PARCEL ID #: 20-19-30-300-0040-0000
2. EXISTING ZONING: PUD
3. TOTAL NUMBER OF APARTMENT UNITS PROPOSED = 417
4. BUILDING SETBACKS:
   DEVELOPMENT PERIMETER W, N, AND E = 25'
   DEVELOPMENT PERIMETER S = 0'
   BUILDING SEPARATION 20'
5. PROPOSED USES SHALL BE THOSE APPROVED WITH NW 46 PUD DEVELOPMENT ORDER #4-23000004 AND MULTIFAMILY USES.
6. MAXIMUM BUILDING HEIGHT SHALL BE 50' (3-STORIES)
7. SIDEWALKS SHALL BE PROVIDED ADJACENT TO ALL UNITS, VISITOR PARKING, AND LINKING TO FUTURE PUBLIC SIDEWALKS ALONG NORTH OREGON STREET.
8. LANDSCAPE BUFFERS WILL BE PROVIDED AS SHOWN.
9. MAINTENANCE OF THE LANDSCAPE BUFFERS AND COMMON AREAS WILL BE THE RESPONSIBILITY OF THE PROJECT OWNER.
10. OUTDOOR LIGHTING SHALL BE LIMITED TO 16 FT IN HEIGHT AND MEET ALL APPLICABLE STANDARDS OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
11. THIS PROJECT WILL UTILIZE RECLAIMED WATER.
12. LEFT AND RIGHT TURN LANES WILL BE PROVIDED ALONG NORTH OREGON STREET.
13. A 5' SIDEWALK WILL BE PROVIDED ALONG THE PROPERTY FRONTAGE ON NORTH OREGON STREET.
14. ADDITIONAL ROW WILL BE DEDICATED TO PROVIDE A MINIMUM 40' HALF ROW ALONG NORTH OREGON STREET.
15. PER THE FIRM MAP PANEL NO. 1211700030 E, DATED APRIL 17, 1995, THE SITE IS DESIGNATED ZONE X & ZONE A. ZONE X IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. NO BASE FLOOD ELEVATIONS DETERMINED FOR ZONE A.
16. UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
17. ALL UTILITY LINES AND STORM SYSTEM TO MEET SEMINOLE COUNTY SPECIFICATIONS.
18. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS WILL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
19. TOTAL NUMBER OF PARKING SPACES:
    REQUIRED PARKING = 2 SPACES/UNIT = 834 SPACES

    PARKING PROVIDED:
    STANDARD 10'X20' = 694
    PARALLEL 10'X22' = 35
    GARAGE SPACE = 44
    GARAGE STACK SPACE = 44
    HANDICAPPED PARKING = 17

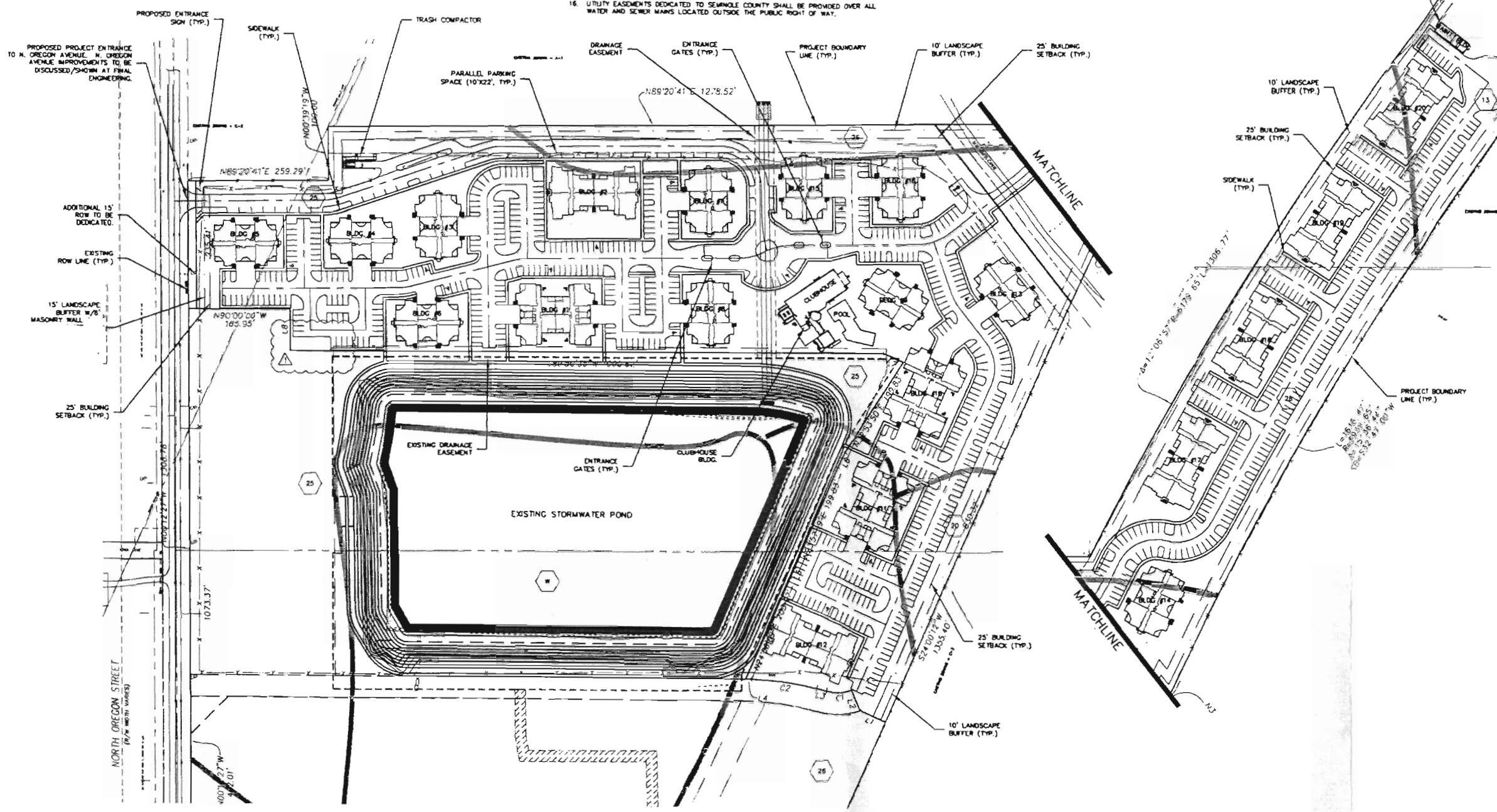
    TOTAL PARKING PROVIDED = 834
20. THE PROPOSED BUILDINGS THAT REQUIRE MORE THAN 150 FEET OF FIRE HOSE FOR PROVIDING FIRE SERVICE WILL BE SPRINKLED.
21. THE PROJECT SITE DOES NOT CONTAIN WETLANDS. THERE ARE EXISTING UPLAND CUT DITCHES ON-SITE WHICH HAVE BEEN PREVIOUSLY PERMITTED FOR REMOVAL BY THE SJRWMD. DETAILS WILL BE PROVIDED AT FINAL ENGINEERING.
22. A MINIMUM OF 25% OPEN SPACE (25.28 AC. X 25% = 6.32 AC.) WILL BE PROVIDED. THIS WILL BE ACCOMPLISHED BY AMENITIZING THE EXISTING RETENTION POND. THERE IS AN EXISTING RECIPROCAL USE EASEMENT BETWEEN THE SUBJECT PROPERTY AND THE ADJACENT PROPERTY OWNED BY KB HOMES. BOTH THIS PROJECT AND THE ADJACENT KB HOMES PARCEL WILL UTILIZE THE RETENTION POND TO MEET OPEN SPACE REQUIREMENTS. HOWEVER THE COMBINED AREA USED BY BOTH PARCELS WILL NOT EXCEED 100% OF THE RETENTION POND EASEMENT AREA.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

PUBLIC FACILITY IMPACTS:

1. POTABLE WATER - 417 UNITS X 350 GPD/UNIT = 145,950 GPD
2. SANITARY SEWER - 417 UNITS X 350 GPD/UNIT = 125,100 GPD
3. SCHOOL AGE CHILDREN:
   ELEMENTARY: (417 DU X 0.115 CHILD/DU) = 48 CHILDREN
   MIDDLE: (417 DU X 0.053 CHILD/DU) = 22 CHILDREN
   HIGH SCHOOL: (417 DU X .057 CHILD/DU) = 24 CHILDREN
   TOTAL SCHOOL AGE CHILDREN = 94
4. TRAFFIC - SEE TRAFFIC STUDY PROVIDED SEPARATELY



SOILS LEGEND	
9	BASINGER AND DELRAY FINE SAND
20	MYAKKA AND EAUGALLIE FINE SANDS
25	PINEDA FINE SAND
26	UDORTHENTS EXCAVATED
W	WATER
13	EAUGALLIE AND MALABAR FINE SANDS
—	SOILS LINE

MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN FOR LAKE FORREST

SEMINOLE COUNTY FLORIDA

CLIENT
BROAD STREET PARTNERS
750 PARK AVENUE SOUTH
WINTER PARK, FL 32789
407-647-3290

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #51781
CERTIFICATE OF AUTHORIZATION NO. EB-0007721

DATE	REVISIONS
10/15/07	REVISED PER SEMINOLE COUNTY COMMENTS

JOB # 27110
DATE: 7/23/07
SCALE: 1"=100'
DESIGNED BY: DAS
DRAWN BY: DAS
APPROVED BY: CHM

PMP-1

H:\Data\27110\DWG\27110 PMP.dwg Oct 30, 2007-9:54:42 am

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On May 27, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A".

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: NW 46 LTD
600 E. Colonial Dr.
Orlando, FL 32803

Project Name: Lake Forrest Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by:

Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. All development shall comply with the Preliminary Master Plan attached as Exhibit "B".
b. The maximum allowable density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units
c. Maximum allowable building height shall be 50 feet or 3 stories.
d. The setbacks for the main structures shall be as follows:

Development Perimeter:		
	North	25'
	West	25'
	East	25'
	South	0'
Building Separation:		20'

e. The permitted uses shall be apartments, townhomes, condominiums, home occupations, and home offices.
f. There shall be one access point located on Oregon Street as shown on Exhibit "B".
g. Parking shall be pursuant to the Land Development Code requirement of two spaces per unit.
h. A 5' sidewalk will be provided along the property frontage on Oregon Street.
i. Sidewalks shall be provided adjacent to all units, visitor parking, and linking to future public sidewalks along Oregon Street.
j. All landscape buffers and common areas shall be maintained by a homeowners association.
k. The west buffer shall be 15' wide and contain a 6' masonry wall. The minimum number of allowable plantings within the buffer shall be 7 canopy

trees, 14 Understory trees, and 116 shrubs. Upon Final Master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.

l. There shall be a 10' buffer along the north and east property lines with the required number of plantings according to the Land Development Code.
m. A minimum of 25% useable open space shall be provided for the entire PUD. This may be accomplished by amenitizing the existing retention pond. There is an existing reciprocal use easement between the subject property and the adjacent property to the south owned by KB Homes.
n. Interconnectivity with the property to south shall be allowable if agreed to by the south property owner.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, NW 46 LTD, J. Steven Shrimsher, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order

_____ _____
Witness J. Steven Shrimsher, President

_____
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Shrimsher who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of _____, 2007.

_____

Notary Public, in and for the County and State
Aforementioned
My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Jerome Youderian, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order

_____ _____
Witness Jerome Youderian

_____
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome Youderian who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of _____, 2007.

_____

Notary Public, in and for the County and State
Aforementioned
My Commission Expires:

EXHIBIT "A"

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

EXHIBIT “B”

Preliminary Master Plan
(See Attached)

**LARGE-SCALE FUTURE LAND USE AMENDMENT &
REZONING AMENDMENT JUSTIFICATION STATEMENT**

SEMINOLE COUNTY APPLICATION

Lake Forrest

Parcel ID Number: 20-19-30-300-0040-0000

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendments to respectively change the future land use (FLU) designation of the 26.8-acre subject property from Medium Density Residential (MDR) to High Density Residential (HDR), to remove the property from the Silver Leaf Planned Urban Development (PUD) and to form a new PUD. With the following Project Justification Narrative, we submit the request is consistent with the Seminole County Vision 2020 Comprehensive Plan and compatible with the surrounding development patterns.

RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN

High Density Residential Intent & Purpose

This land use provides for a range of residential development at intensities greater than 10 dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses:

A. Condominiums, townhouses, apartment hotels, boarding and lodging houses and motels;

B. Public elementary schools, public middle schools and public high schools; and

C. Special exception uses such as churches, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.

Services and Facilities:

This land use requires a full range of urban services and facilities.

Special Provisions:

A. High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to area schools, shopping and recreational facilities. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.

B. Clustering of residential units to preserve conservation areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification.

C. Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.

Special Services;

Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and offset facility capacity impacts.

Zoning

Zoning classifications allowed in this land use designation are presented in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications. PUD is an allowable zoning category in HDR FLU.

Services and Facilities

Services and facilities are to be at a minimum, consistent with the requirements of the land use designation for use of the development site.

A PUD rezoning application and a Master Plan application are being submitted concurrent with this LSFLUA application. The Master Plan addresses the aforementioned concerns and, therefore, complies with the Seminole County Land Use Code.

Applicable Comprehensive Plan FLU Policies

Vision 20/20—Future Land Use Element- Issue FLU 3 (page FLU-3)

Future Land Use Map Based On Growth Needs/Build-out. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County, both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the County will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and nonresidential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report (EAR) of the Plan scheduled for 2005.

The proposed development program is for apartments at an overall net density of 16.5 net dwelling units per acre, which is consistent with the stated objective and will assist Seminole County in dealing with the "shortage of vacant developable land for single-family development," including a source of housing for the aging population segment. The property is an infill tract surrounded by high-density residential, low-density residential and neighborhood-scale commercial developments. The creation of a planned community that adheres to sensitive site design, transitional buffers and green space will ensure neighborhood compatibility.

Vision 20/20—Future Land Use Element- Issue FLU 4-Urban Sprawl (page FLU-4)

Rule 9J-5.006, FAC, requires that plans of local governments contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between Plan adoption in 1991 and completion of the County's Evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole County.

This absence of sprawl is due to extensive revisions to the County's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet the Department's sprawl tests. In 1991, the Plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series, (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use developments, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

Developing the Lake Forrest site as a High Density Residential Development will not contribute to sprawl for the following reasons:

- *As almost all of the surrounding land is already built-out, development of the site would occur in a responsible manner to ensure adequate transitioning of densities between surrounding and proposed uses.*

- *Development of the property would provide an opportunity for interconnected, pedestrian and user-friendly community consistent with the PD FLU'S definition of providing multi-modal access within the development.*

Vision 20/20—Future Land Use Element- Issue FLU 10-Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole County "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of an urban/rural boundary and Plan policies regarding protection of the Rural Area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's Plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide compatibility, accommodate necessary facilities and services and protect the natural environment.

As an infill site, the property will be developed in a planned, harmonious manner to eliminate sprawl, as explained elsewhere in this justification statement. Accordingly, apartments will be provided to meet the future housing and service needs of Seminole County's projected population.

Vision 20/20—Future Land Use Element- Objective 2-Protection of Residential Neighborhoods (page FLU-16)

The County shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

The Lake Forrest site is compatible with surrounding land uses that includes

high density residential and single family residential.

Vision 20/20—Future Land Use Element- Policy 2.1-Subdivision Standards (page FLU-16)

The County shall maintain the viability of established and future residential neighborhoods by continuing to enforce Land Development Code provisions relating to:

a. Development within flood prone areas;
b. Building setbacks and heights;
c. Roadway buffers;
d. Landscaping;
e. Tree preservation;
f. Signage;
g. On-site traffic circulation and parking;
h. Drainage and stormwater management;
i. Fences, walls and entrance features; and
j. Maintenance and use of common open space areas through homeowners associations.

The proposed preliminary master plan will comply with all aspects of the Seminole County Land Development Code, including the above stated provisions, as permitted by the Planned Urban Development zoning designation.

Vision 20/20—Future Land Use Element- Policy 2.3 Roadway Compatibility (page FLU-16)

The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:

1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize the impacts of future roadway improvements;
2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways; and
4. Enforcing Land Development Code standards providing when and where pedestrian, bicycle and vehicular linkages between abutting residential areas are required to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions shall be designed to serve local residents and discourage through traffic.

Concurrent with the LSFLUA application, a PD rezoning application and associated Preliminary Master Plan are being submitted. The aforementioned concerns are addressed in this plan and consequently comply with the Seminole County Land Development Code.

Vision 20/20—Future Land Use Element- Policy 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications (page FLU-19)

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structures approved with a PUD or PCD zoning classification.

As previously stated, the Preliminary Master Plan is included in this concurrent LSFLUA and rezoning request to demonstrate buffering, setbacks, density, and ensure compatibility with adjacent uses. Specific development standards will be established in the Final Master Plan to achieve compatibility with surrounding development.

Vision 20/20—Future Land Use Element- Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Vision 20/20—Future Land Use Element- Policy 6.1 Development Orders, Permits and Agreements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County to implement the proposed PUD zoning.

Vision 20/20—Future Land Use Element- Policy 6.2 Concurrency Requirements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the Lake Forrest site. Any additional impact issues will be addressed in the Development Order.

Vision 20/20—Future Land Use Element- Policy 6.3 Infrastructure and Phasing Requirements (page FLU 33)

The County shall require that all development provide services and facilities or phase the development as a condition of approval if development needs precede adopted service and facility plans and Capital Improvements Program and adopted levels of service can be maintained.

Development of the site will comply with the services and facilities requirements.

Vision 20/20—Future Land Use Element- Policy 6.4 Priority for Water and Sewer Services (page FLU 33)

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of a potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Seminole County Utilities will serve the site and has sufficient capacity to support development consistent with the proposed program.

Vision 20/20—Future Land Use Element- Policy 6.5 Private Investment Above Land Development Code Regulations (page FLU 33)

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

JUSTIFICATION STATEMENT – REZONING

The subject property is best suited for residential use due to its location and surrounding land use patterns. Amending the future land use designation from medium density residential to high density residential with a rezoning to planned urban development will permit creative design standards and a quality development program that is consistent with other development within Seminole County.

CONCLUSION

The requested LSFLUA and zoning amendments are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County has a desire to "maintain the established residential character" of this location, and there is a continuing demand for residential housing of the type proposed. As stated elsewhere in this report, the subject

property is believed to be best suited for high density residential use due to its location, present market conditions and surrounding land use patterns. We believe that amending the future land use of the property from Medium Density Residential to High Density Residential would be consistent and compatible with the policies established by the Seminole County Vision 2020 Comprehensive Plan, particularly with regard to the policies and provisions related to the prevention of urban sprawl, maximization of land coverage, minimization of open space and the provision of recreational opportunities for residents. This request is compatible in the described location and is consistent with applicable Seminole County planning policies and applicable regulations.

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendment set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the property depicted therein and legally described in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	**Name**	**Amendment Number**	**Land Use Change From – To**	**LPA Hearing Date**	**BCC Hearing Dates**
A	Lake Forrest Large Scale Land Use Amendment and Rezone	08S-FLU02	Medium Density Residential (MDR) to High Density Residential (HDR)	12/05/07	02/12/08 5/27/08

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) amendment to the Future Land Use Map.

(b) If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this

Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendment set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendment in compliance, if no affected party challenges the Plan amendment, or, if an affected party challenges the Plan amendment, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its

effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 27th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

Exhibit A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**
Z2007-65

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Lake Forrest Large Scale Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 27th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey
Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: December 4, 2007

RE. **Lake Forest Large Scale FLUM Amendment & Rezone**

Seminole County Public Schools (SCPS), in reviewing the above future land use change and rezone request, has determined that if approved the new FLUM and zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 26.8+/- acres Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street. The applicant is requesting a change from MDR to HDR and rezone from PUD to PUD. The applicant is proposing to construct a multi-family dwelling unit subdivision, at a density of approximately 16.5 dwelling units per net buildable acre. The net residential density is proposed to increase from the 200 currently approved multi-family units to 417 units, a net increase of 217 units. Parcel ID #: 20-19-30-300-0400-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
217	0	217

Student Generation					
Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northwest Cluster	27	4,283	4,333	101.2	165
Middle Sanford	10	1,414	1,316	93.1	98
High Seminole	10	3,049	3,135	102.8	185

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations
ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:
The students generated at the Middle school level resulting from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. Capacity is not available at the approved level of service for Elementary or High schools, and the additional students would not be able to be absorbed without the use of temporary capacity or significant increases in overcrowding. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools.

In addition to the students generated from the proposal, the number of students expected from recent developments in the attendance areas of the affected schools would also place further capacity pressures on the school system. These new developments combined with this proposal and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
DECEMBER 5, 2007
7:00 P.M.

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Rob Wolf, Melanie Chase, and Ben Tucker

Member absent: Kim Day

Also present: Dori DeBord, Director of Planning and Development; Alison Stettner, Planning Manager; Tina Williamson, Asst. Planning Manager; Ian Sikonia, Senior Planner; Cynthia Sweet, Senior Planner; Austin Watkins, Senior Planner; James Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw - Hudson, Clerk to the Commission.

Lake Forrest Large Scale Land Use Amendment and Rezone; Shutts & Bowen LLP, James Willard, applicant; 26.8± acres; Large Scale Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development); located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (Z2007-65 / 08S.FLU02)

Commissioner Carey - District 5
Ian Sikonia, Senior Planner

Ian Sikonia stated that this property was previously approved on May 10, 2005 know as the NW 46 PUD which consisted of a town home and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhome units were based pm the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories or 35 feet for the subdivision. The Development Order of the NW 46 PUD specifically forbids townhome or condominium units to be used a rental units. The NW 46 PUD and the proposed Lake Forrest PUD are similar in uses but different in regard to intensity and density of the property.

The proposed Lake Forrest PUD is creating a new PUD while maintaining some to the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 417 units. The Lake Forrest PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding

multi-family rental units to the Development Order. The proposed PUD seems to allow for more local housing options for the prospective and existing citizens of Seminole County due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary and Sanford.

Mr. Sikonia stated that staff is recommending changes to the Development Order: Condition G, replacing "There shall be a minimum of 834 parking spaces located on site" to read "Parking shall be pursuant to the Land Development Code requirement of two spaces per unit." Condition M replacing "will" with "may" in the second sentence, to read: "This may be accomplished by amenitizing the existing retention pond."

Mr. Sikonia said that staff recommendation was for transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) for 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street.

Jim Willard spoke on behalf of the applicant. He gave a short history of the ownership of the tract and stated that market conditions have not supported what was approved 3 years ago. The market will support multi-family projects. This project will not be low-income housing. The location of the application is a good place for the placement of such a project. 16.5 units per acre with 3 stories in height is typical. This site is next to the interstate, with minimal Oregon Street exposure. What else could go here. This addresses workforce housing. Mr. Willard said that he does not want to put in a sound wall by the interstate. It is too costly. The owner could put a disclosure clause in the lease stating the proximity of the project to the interstate.

Dr. Ira Swartzberg spoke on behalf of the Lake Forest Homeowners Association. He stated that the berm referred to as a buffer is only 15 feet high. In reviewing the various traffic, school, and buffering figures, the report presented had conflicting figures. The Lake Forest Homeowners Association is opposed to this application.

Steve Devine spoke on behalf of the Lake Forest Homeowners Association Board. The HOA is opposed to the rezoning and change to the County Comprehensive Plan. This application is not compatible with the area. The schools cannot serve the influx of population, and the traffic will not be adequately served by the roads and intersections in the area. The current Comprehensive Plan design for the property is good. The density is increasing from 268 to 417 with this project. Silverleaf projected increases from 282 units to 558 dwelling units. Both will give 978 units for the two properties. Mr. Devine said that he was also concerned with the SR 46 intersection. The anticipated I-4 off-ramp is an upcoming problem. He took issue with the traffic study numbers

presented. A new study is needed. Traffic numbers varied from 100 additional trips to 677 extra trips.

Mr. Devine also said that the retention pond was being used for open space calculations by both this project and the KB Homes application for Silverleaf. He concluded by stating that the schools were overcrowded and did not have capacity.

Jim Willard said that the retention pond had not been double calculated. Both projects share the pond. There is enough open space using the pond.

Commissioner Tucker said that sound and the wall were an issue here. The wall is not the only answer. It is not enough to say that the interstate is there. Look at the airports. Homes can be sound-fitted. Given the current circumstances, it may be good use, but sound is an issue.

Commissioner Brown said that a third option was to put language in the deed.

Commissioner Tucker said that it should not be incumbent on the public to mitigate sound.

Commissioner Eismann asked how the County could prevent sound walls from being put up at taxpayer expense in the future.

Commissioner Chase said that such things were not going to be approved by the BCC in the future.

Commissioner Tucker said that the sound abatement wall is an FDOT approval, not BCC approval.

Commissioner Wolf asked why soundproofing or a wall should not be included for approval.

Commissioner Tucker added the potential of adding to deed restrictions.

Commissioner Eismann made a motion to recommend transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) for 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street with staff findings.

Commissioner Chase seconded the motion.

Commissioner Brown said that this project is HDR next to I-4. That is the place for it.

Commissioner Wolf said that the application lacks transition between I-4 and MDR.

Commissioner Brown said the berm is 15 feet tall and 30 feet at the base.

Tina Williamson said that the width of the berm was not known.

Commissioner Wolf said that there were natural trees there now along the road that could be utilized for a natural buffer.

Commissioner Brown asked what good is accomplished by speaking to the local HOAs.

Commissioner Wolf said that changes could be made prior to finalization.

The motion failed with a tie vote of 3 - 3. Commissioners Brown, Eismann, and Chase voted "yes" while Commissioners Bates, Tucker and Wolf were opposed.

Commissioner Wolf made a motion to send the request to the BCC without a recommendation.

Commissioner Bates seconded the motion..

The motion passed 6 – 0.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 27, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: NW 46 LTD
600 E. Colonial Dr.
Orlando, FL 32803

Project Name: Lake Forrest Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled “Lake Forrest Large Scale Land Use Amendment and Rezone” and all evidence submitted at the public hearing on May 27, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should not be transmitted to the Department of Community Affairs.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for transmittal is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

EXHIBIT A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

Sikonia, Ian

From: Mathews, Karen
Sent: Wednesday, January 16, 2008 2:06 PM
To: Sikonia, Ian
Cc: Hudson, Candace
Subject: FW: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

FYI: This letter came in through the Plan Desk folder today.

Karen Mathews
Staff Assistant
Seminole County Planning Division
1101 E. 1st St. Room 2201
Sanford, FL 32771
407 665-7371 (phone)
407 665-7385 (fax)
kmathews@seminolecountyfl.gov

From: Kathryn D. Tillman [mailto:kdtillman@bellsouth.net]
Posted At: Wednesday, January 16, 2008 8:17 AM
Posted To: Plan Desk
Conversation: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65
Subject: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

RE: Silverleaf File No. Z2007-61
Lake Forrest File No. Z2007-65

We respectively request that the Comprehensive Plan changes and rezoning of the above cases be **denied.**

The reasons for the request are clear and the same ones for all the terrible "growth" in Seminole County:

1. Our schools are already overcrowded - and I don't have to tell you what the country thinks of Florida schools. I was reminded of that in November when a friend made the comment at a party I attended in Rhode Island that he would love to live in Florida - but if he did he would have to send his kids to boarding school out of state.
2. The traffic congestion will worsen at SR46 and Oregon. It's already terrible with the new construction of townhomes and retail stores in front of Lake Forest.
3. Rental apartments will bring down property values in Lake Forest even more than already has been by the the townhomes in front of the property.

It's time Seminole County put a stop to this "growth". We just can not handle any more - particularly high density rental apartments. This is bringing the County down in every respect. What about our water supply problem?

Also, it is my understanding that this property was just rezoned 2 years ago with one condition being rental apartments would be expressly prohibited.

Thank you.

John and Kathryn Tillman

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Silverleaf Park Large Scale Future Land Use Amendment and Rezone (Continued from 1/22/08)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:
[Continued From 1/22/2008]
1.Transmit the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, based on staff findings (Reed Berlinsky, KB Home Orlando, LLC, applicant); or

2. Deny the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street (Reed Berlinsky, KB Home Orlando, LLC, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment of 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant is requesting the Large Scale Future Land Use Amendment to allow for a multi-family residential development at a maximum density of 20 dwelling units per net buildable acre.

This property was previously approved on May 10, 2005 known as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhomes units were based on the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories, not to exceed 35 feet. The Development Order of the NW 46 PUD specifically prohibited rental units.

The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 558 units, which is an increase of 158

total units. The Silverleaf PUD proposed to increase the approved maximum building height of 35 feet or two stories to 50 feet or three stories. They are maintaining the same permitted uses of condominium, townhomes, and proposing to add multi-family rental units to the Development Order. The Silverleaf PUD is also proposing to remove conditions from the previous Development Order regarding minimum house size, lot width, setback, and other design related conditions to allow for more flexibility when designing the Final Master Plan.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on December 5, 2007 and heard the requested Large Scale Land Use Amendment and Rezone. The commission made one failed motion of approval, one failed motion of denial, and then the commission voted 6 to 0 to send this application forward without a recommendation to the Board of County Commissioners.

STAFF RECOMMENDATION:

Staff recommends transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Justification Statement Produced by the Applicant
8. Large Scale Ordinance
9. Rezone Ordinance
10. School Analysis
11. 12-5-07 Planning Commission Minutes
12. Denial Development Order
13. Opposition Letter

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Silverleaf Park Large Scale Future Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)		
APPLICANT	Reed Berlinsky	
PROPERTY OWNER	KB Home Orlando, LLC	
REQUEST	LSLUA from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD to PUD	
PROPERTY SIZE	28.25 ± acres	
HEARING DATE (S)	P&Z: December 5, 2007	BCC: February 12, 2008 (Transmittal) May 27, 2008 (Adoption)
PARCEL ID	20-19-30-300-0040-0000, 20-19-30-300-004F-0000	
LOCATION	Located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	PUD (Planned Unit Development)	
FILE NUMBER	Z2007-61	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a multi-family development consisting of a maximum 558 units with an amenitized retention pond.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant proposes to change the zoning and land use in order to develop a more intense residential development than previously approved in the NW 46 PUD.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning into a more intense mixture of commercial and higher density residential developments. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses,* identifies High Density Residential as a compatible transitional land use when adjacent to Low Density Residential, Medium Density Residential, and Commercial. To the south are the NW 46 PUD and the Bill Heard Chevrolet PCD which consist of multi-family dwelling units and two (2) car dealerships. To the north of the subject property is the Medium Density Residential Future Land Use designation which is approved for a

maximum 400 unit townhome and condominium subdivision. However, that property is also requesting a Large Scale Land Use Amendment to High Density Residential for multi-family units. To the west of the subject property across Oregon Street is the Lake Forrest PUD which is a residential subdivision approved for a maximum of 1016 units. To the east of the subject property is Interstate 4. This area is in transition from Low Density Residential developments to higher density residential developments due to its close proximity to the employment centers located along International Parkway and accessibility to Interstate 4.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area transitioning to developments of higher intensity because of its proximity to employment centers to the south and accessibility to Interstate 4. The area near Interstate 4 and SR 46 recently consists of multi-family subdivisions and support commercial uses to accommodate the further growth of the employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Staff finds that the character of the area has changed enough to warrant a density increase from Medium Density Residential to High Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property would be an appropriate transition between more intensive FLU designations to the south and less intensive uses to the west and north of the property. The subject property is adjacent to Medium Density Residential to the north which is also proposing a FLU change to High Density Residential allowing for apartment units. This proposed increase in apartment units would provide more local housing options for existing and prospective citizens working in the surrounding areas of Heathrow, Lake Mary, and Sanford.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant's development plan does not consider any of the above stated elements.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies, Exhibits, and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in an area that is transitioning from lower density development to higher density residential development. *Exhibit FLU: Appropriate Transitional Land Uses* states that High Density Residential is an appropriate transitional land use when adjacent to Medium Density Residential and Commercial. Current development trends indicate that the long-term development in the area will consist of higher density residential and commercial uses due to the proximity of employment centers along International Parkway and accessibility to Interstate 4.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel 12117C0030E, with an effective date of 1995, there appears to be 8.0 acres of floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are no endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development will have on public facilities:

Public Facility	Existing Zoning (PUD)*	Proposed Development (558 Multi Family Units)	Net Impact
Water (GPD)	140,000	195,300	55,300
Sewer (GPD)	120,000	167,400	47,400
Traffic (ADT)	1,554	2,768	1,214

*** Based on the NW 46 PUD Development Order approved on 5/10/05.**

Utilities:

The site is located in the Northwest Seminole County water and sewer utility service area, and will be required to connect to public utilities. There is a 12-inch water main on the east side of N. Oregon St., a 12-inch force main on the east side of N. Oregon St., and an 8-inch reclaimed water main on the west side of N. Oregon St.

Transportation / Traffic:

The property proposes access onto Oregon Street, which is classified as a collector roadway. Oregon Street is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is a 5 minute average response time. The nearest response unit to the subject property is Station #34, which is located at 4905 Wayside Dr. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to meet the 25-year, 24-hour pre-development rate.

Parks, Recreation and Open Space:

The applicant is required to provide a minimum 25% of open space for the site, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

A 5-foot sidewalk will be constructed along the property frontage on Oregon Street. There will be a 15-foot landscape buffer along the west and a 10-foot buffer along the north, east, and south property lines.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

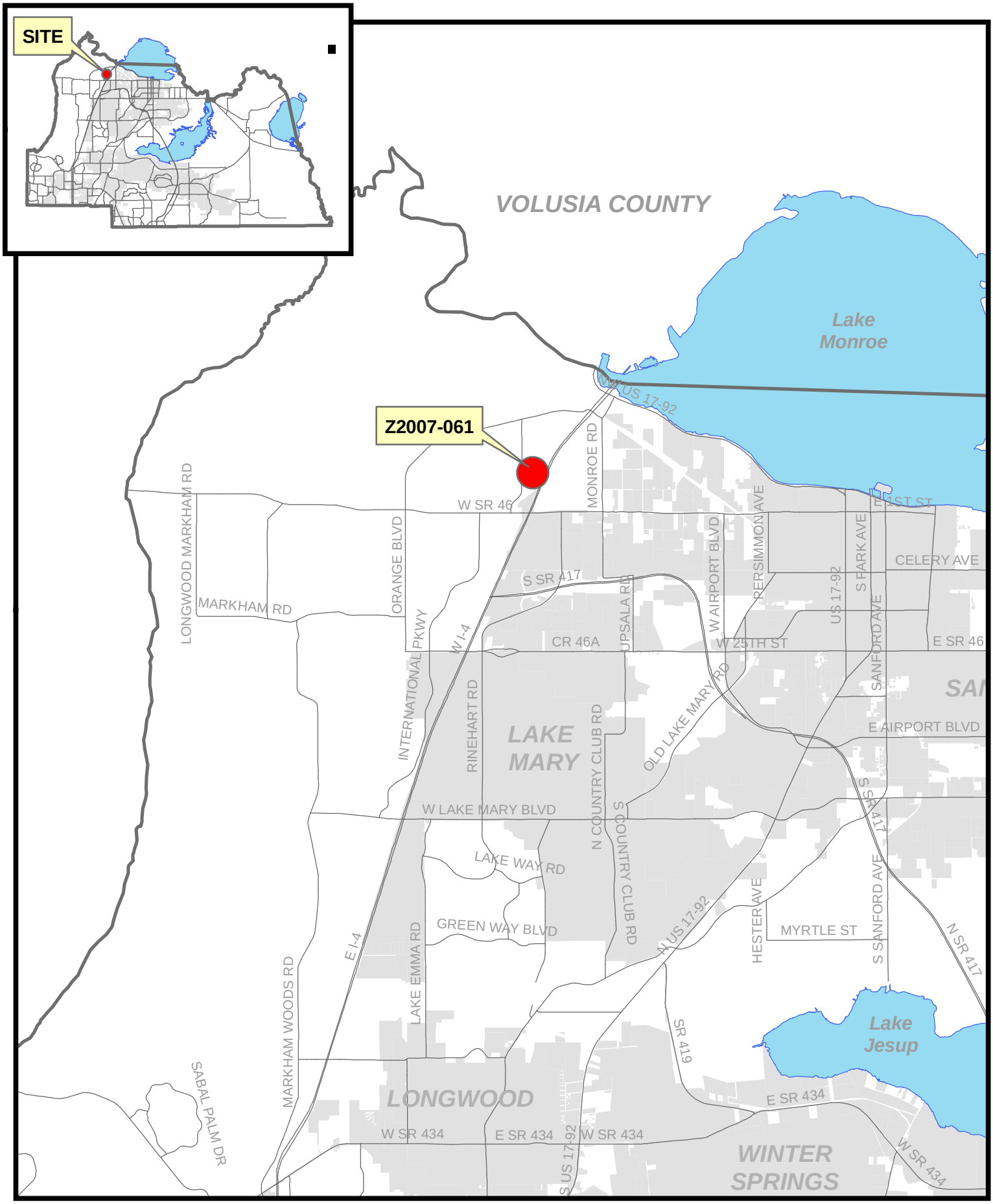
Policy FLU	2.1:	Subdivision Standards
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.11:	Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications
Policy FLU	5.5:	Water and Sewer Service Expansion
Policy FLU	12.4:	Relationship of Land Use to Zoning Classifications
Policy FLU	12.5:	Evaluation Criteria of Property Rights Assertions
Policy POT	4.5:	Potable Water Connection
Policy SAN	4.4:	Sanitary Sewer Connection
Policy PUB	2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

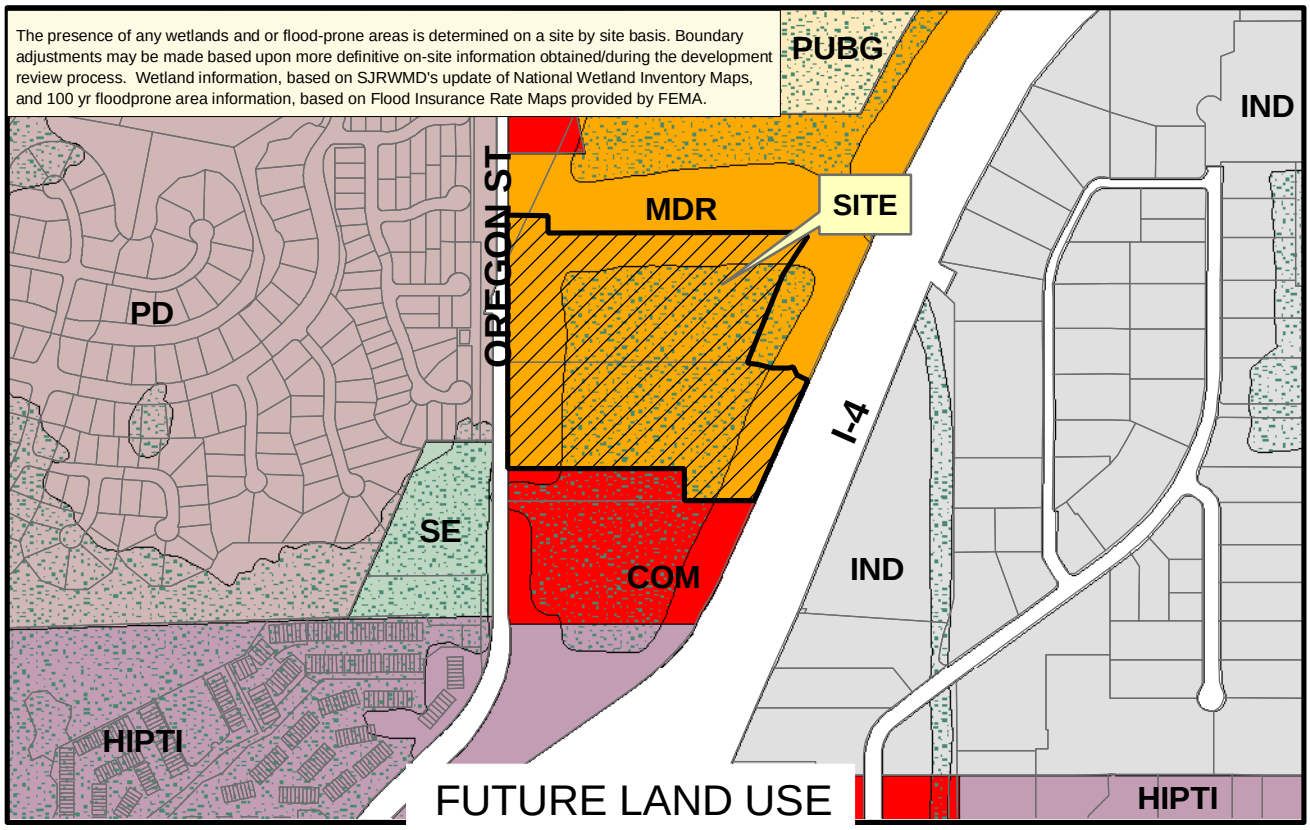
Intergovernmental notice was sent to the Seminole County School District on November 2, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one email in opposition which is attached to this agenda item.

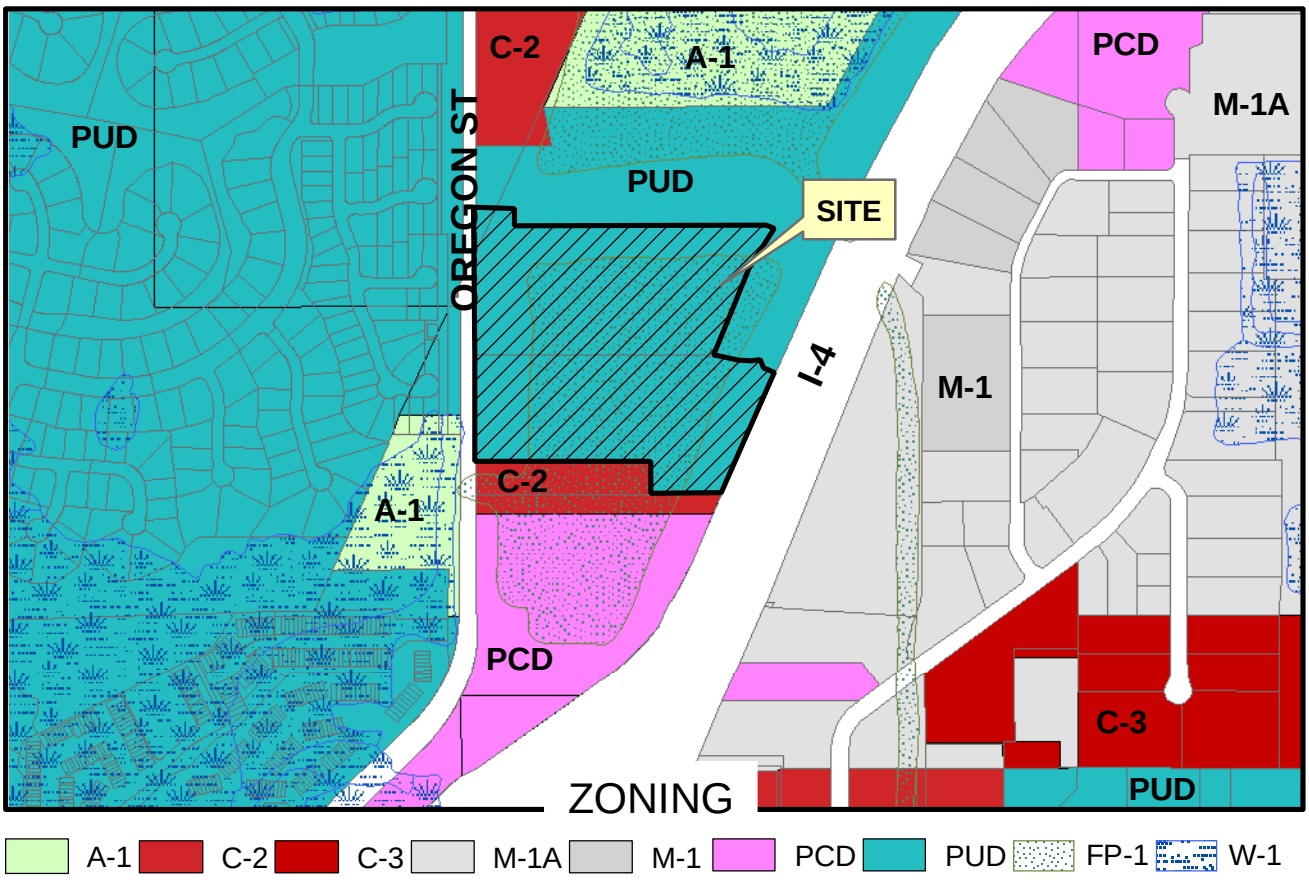


filename: L:/pl/projects/p&z/2007/GIS/staff_report_pkgs/sitemaps_large/Z2007-061 sitemap.mxd 10/24/07



Applicant: Reed Berlinsky
Physical STR: 20-19-30-300-0040 & 004F-0000
Gross Acres: 29.13 +/- BCC District: 5
Existing Use: vacant
Special Notes:

	Amend/ Rezone#	From	To
FLU	08S.FLU01	MDR	HDR
Zoning	Z2006-061	PUD	PUD



filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2007-061.mxd 10/11/07

FLU No: 08S-FLU01
From: MDR To: HDR

Rezone No: Z2007-061
From: PD To: PD

Parcel

Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-061 adaer 10/24/07

LEGAL DESCRIPTION

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 680.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY; THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°16'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°39'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

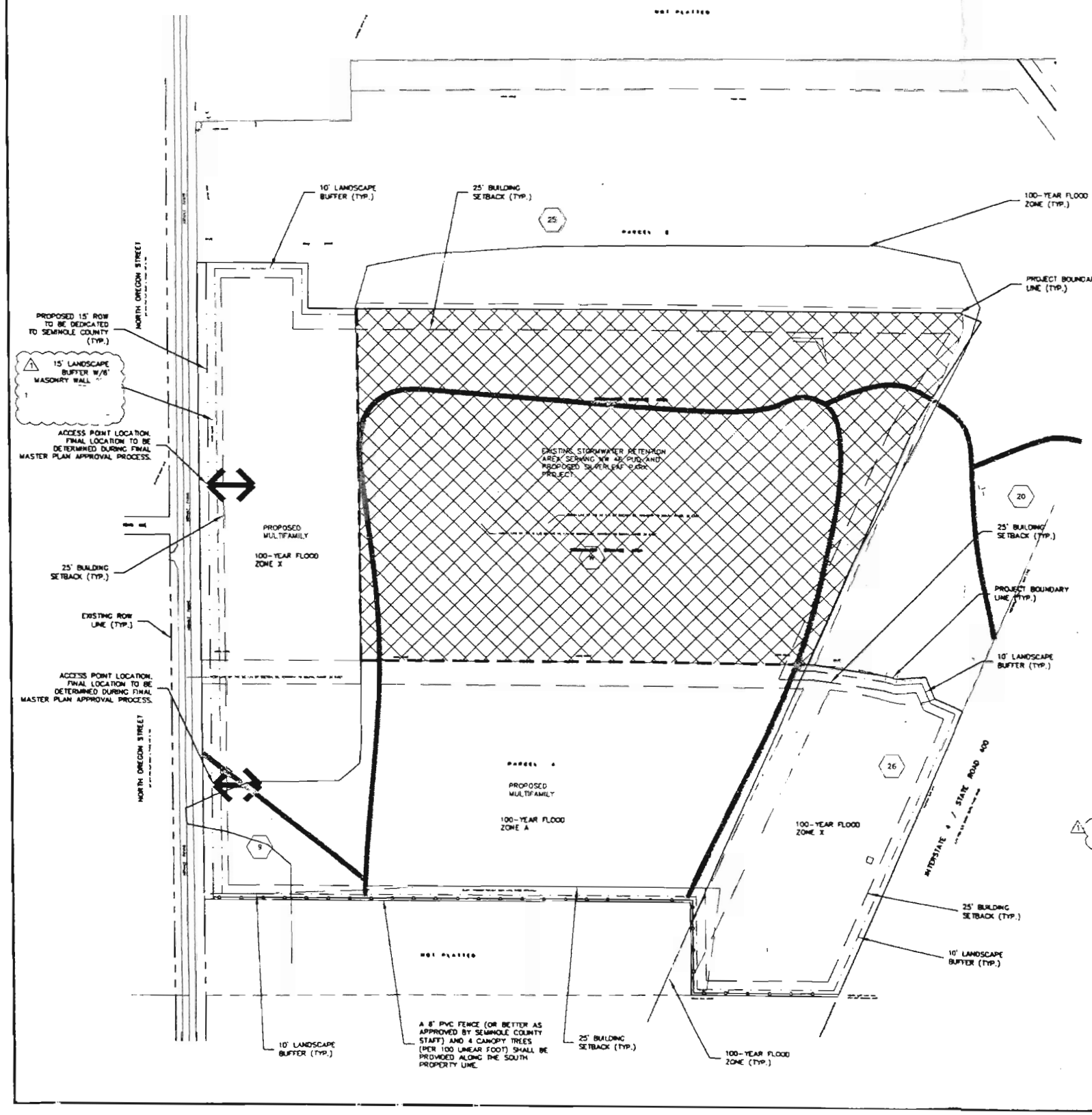
TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND:

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 871.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 180.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 78.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.82 FEET; THENCE RUN S67°53'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.08 FEET; THENCE RUN S26°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS



SOILS LEGEND	
9	BASINGER AND DELRAY FINE SAND
20	MYAKKA AND EAUGALLIE FINE SAND
25	PINEDA FINE SAND
26	UDORTHENTS EXCAVATED
W	WATER
	SOILS LINE

PROJECT DENSITY

GROSS SITE AREA	28.25 AC
NET BUILDABLE AREA	27.88 AC
MAXIMUM PROPOSED UNITS	558

MAX. NET DENSITY = 558 UNITS/27.88 AC. = 20.0 UNITS/AC
MAX. GROSS DENSITY = 558 UNITS/28.25 AC. = 19.8 UNITS/AC

NET BUILDABLE AREA

GROSS SITE AREA	28.25 AC
EXTERNAL R/W DEDICATIONS	0.37 AC
NONRESIDENTIAL OUTPARCELS	0.00 AC
FLOOD PRONE AREAS	0.00 AC
PUBLIC ROAD R/W	0.00 AC
PRIVATE ROAD R/W	0.00 AC
DRIVE ISLES (EXCL. ALLEYS)	0.00 AC
LAKES	0.00 AC
TRANSMISSION LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	27.88 AC

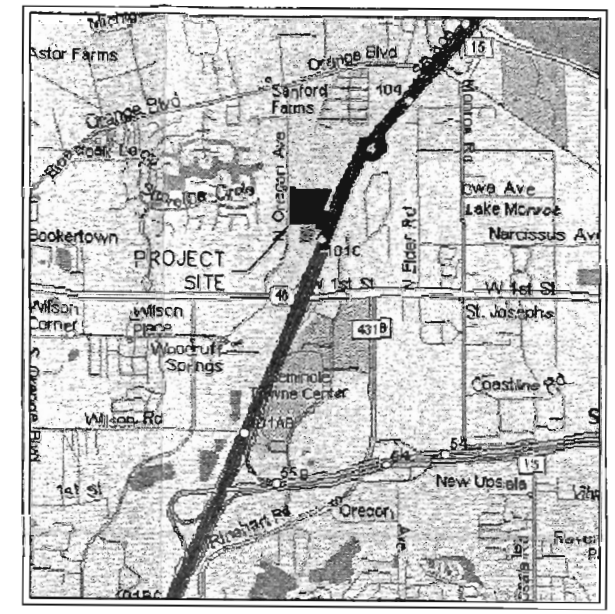
PUBLIC FACILITY IMPACTS:

1. POTABLE WATER - 558 UNITS X 350 GPD/UNIT = 195,300 GPD
2. SANITARY SEWER - 558 UNITS X 300 GPD/UNIT = 167,400 GPD
3. SCHOOL AGE CHILDREN:
   ELEMENTARY: (558 DU X 0.115 CHILD/DU) = 64 CHILDREN
   MIDDLE: (558 DU X 0.053 CHILD/DU) = 30 CHILDREN
   HIGH SCHOOL: (558 DU X .057 CHILD/DU) = 32 CHILDREN
   TOTAL SCHOOL AGE CHILDREN = 126
4. TRAFFIC - REFER TO TRAFFIC ANALYSIS SUBMITTED SEPARATELY

LINE/HATCHING LEGEND

- FEMA FLOOD ZONE
- LAND USE BOUNDARY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- DEDICATED ROW LINE
- OPEN SPACE/RETENTION AREA HATCHING

LOCATION MAP (N.T.S.)



SITE DATA:

1. TOTAL PROJECT ACREAGE = 28.25 AC.
2. PARCEL ID #: 20-19-30-300-004F-0000 AND, 20-19-30-300-0040-0000
3. EXISTING ZONING: PUD
4. PROPOSED ZONING = PUD
5. EXISTING FLU = MDR
6. PROPOSED FLU = MDR
7. PROPOSED MAXIMUM BUILDING HEIGHT = 50'/3-STORIES MAXIMUM
8. PROPOSED USES SHALL BE THOSE APPROVED WITH NW 46 PUD DEVELOPMENT ORDER #4-23000004 AND MULTIFAMILY USES.
9. MAXIMUM NUMBER OF MULTIFAMILY UNITS PROPOSED = 558
10. BUILDING SETBACKS:
    DEVELOPMENT PERIMETER - 25'
    BUILDING SEPARATION 20'
11. PER THE FIRM MAP PANEL NO. 12117C0030 E, DATED APRIL 17, 1995, THE SITE IS DESIGNATED ZONE X & ZONE A. ZONE X IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. NO BASE FLOOD ELEVATIONS DETERMINED FOR ZONE A. HOWEVER THE POST DEVELOPMENT 100-YEAR FLOOD AREA WILL BE CONTAINED WITHIN THE EXISTING RETENTION POND. A LOMR WILL BE REQUIRED DURING FINAL ENGINEERING.
12. UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
13. ALL UTILITY LINES AND STORMWATER SYSTEM TO MEET SEMINOLE COUNTY SPECIFICATIONS.
14. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS WILL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
15. OREGON AVENUE IMPROVEMENTS INCLUDING LEFT AND RIGHT TURN LANES AND A 5 FT SIDEWALK ALONG THE PROPERTY FRONTAGE WILL BE PROVIDED AT FINAL ENGINEERING.
16. FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH ALL APPLICABLE SEMINOLE COUNTY CODES AND REGULATIONS.
17. THE PROJECT SITE DOES NOT CONTAIN WETLANDS. THERE ARE EXISTING UPLAND CUT DITCHES ON-SITE WHICH HAVE BEEN PREVIOUSLY PERMITTED FOR REMOVAL BY THE SJRWMD. DETAILS WILL BE PROVIDED AT FINAL ENGINEERING.
18. PROJECT SIGNAGE WILL COMPLY WITH THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
19. A PEDESTRIAN AND VEHICLE LINKAGE SYSTEM WILL BE PROVIDED PER THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
20. LANDSCAPE BUFFERS WILL BE PROVIDED AS SHOWN.
21. STORMWATER SYSTEM WAS PREVIOUSLY MASTER PLANNED FOR THE NW 46 PUD BY THE SJRWMD AND SEMINOLE COUNTY.
22. A MINIMUM OF 25% OPEN SPACE (27.88 AC X 0.25 = 6.97 AC.) WILL BE PROVIDED. THIS WILL BE ACCOMPLISHED BY AMENITIZING THE EXISTING RETENTION POND.
23. LEGAL INSTRUMENTS WILL BE CREATED PROVIDING FOR THE MANAGEMENT OF COMMON AREAS AND FACILITIES.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

NORTH

MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN FOR SILVERLEAF PARK

SEMINOLE COUNTY FLORIDA

CLIENT:
KB HOME ORLANDO, LLC
9102 S. PARK CENTER LOOP, SUITE 200
ORLANDO, FL 32819
407-587-3502

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB 0007723

DATE	REVISIONS
10/29/07	1 REVISED FOR SEMINOLE COUNTY COMMENTS
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11

JOB # 25129
DATE: 9/28/07
SCALE: 1"=100'
DESIGNED BY: DAS
DRAWN BY: DAS
APPROVED BY: CHM

PMP-1

H:\Jobs\25129\Dwg\Plan\25129 PMP-1.dwg Oct 30, 2007-10:31:31 am

FILE # ~~Z2004-053~~Z2007-61 **DEVELOPMENT ORDER #~~4-23000004~~ 07 10000002**

FIRST AMENDED AND RESTATED
SEMINOLE COUNTY DEVELOPMENT ORDER

On ~~May 10, 2005~~,May 27, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: ~~ORIX TRIAD LAKE FOREST LLC NW 46 LTD.~~
KB Home Orlando, LLC
Project Name: ~~NW 46~~ Silverleaf Park PUD

Requested Development Approval: Large Scale Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. The development shall not exceed ~~400~~ 558 units or ~~10~~ 20 units per net buildable acre, whichever is less, as determined at Final Master Plan approval.
b. Permitted uses shall be apartments, townhouses, condominiums, home occupations and home offices. ~~Rental units shall not be permitted.~~
c. A minimum of 25 percent of the project area must be designated as usable common open space per the requirements of the Land Development Code. ~~Wet retention areas to be counted as open space shall be amenitized in accordance with the design criteria of Section 30.1344 of the Land Development Code. The applicant shall demonstrate on the Final PUD Master Plan that the open space requirements have been met.~~ A minimum of 6.97 acres of open space will be provided on site. This will be accomplished by amenitizing the existing retention pond along with other allowable open space within the property.
d. Maximum building height shall be ~~2~~ 3 stories and not to exceed ~~35~~ 50 feet.
e. Sidewalks shall be provided adjacent to all units, visitor parking, and linking to future public sidewalks along North Oregon St.
f. ~~Townhouse~~ Building setbacks shall be as follows:

~~Development perimeter~~	~~25'~~
~~Front (w/ front entry garage)~~	~~20'~~
~~Front (w/ rear entry garage)~~	~~15'~~
~~Side (interior units)~~	~~0'~~
~~Side (end units)~~	~~10'~~
~~Side street~~	~~10'~~
~~Rear~~	~~20'~~
~~Building separation~~	~~20'~~

Development Perimeter	25'
Building Separation	20'

g. ~~Minimum living area shall be 1,300 square feet per unit~~.
h. ~~Setbacks and buffering for multi-unit condominium structures shall conform to R-3 standards~~.

i. ~~Accessory buildings shall not be permitted on individual townhouse lots~~.

j. ~~Where garages are entered from the front, there shall be a minimum distance of 20 feet from the front building line to the sidewalk~~.

k. All landscape buffers and common areas shall be maintained by a homeowners association.

l. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to public sidewalks outside the development.

m. ~~Minimum townhouse lot width shall be 15'~~.

n. ~~Front walls of townhouse units shall be staggered~~.

o. Mechanical units shall be ~~located and/or~~ screened to prevent visibility from North Oregon St. or adjoining single family development.

p. Garages shall not be converted to living space.

q. ~~Each unit shall have a minimum of a 1-car garage and driveway providing an additional parking space~~.

r. ~~Visitor parking shall be provided at the rate of 1 space per 3 units. The method for providing this parking shall be evaluated at Final Master Plan~~.

s. Parking of boats, trailers and recreational vehicles shall be prohibited within the development <u>except in the designated screened area which shall be determined at time of final master plan</u>.

t. A 6-foot PVC fence (or better quality as approved by County staff) and 4 canopy trees (per 100 linear feet) shall be provided along the south property line.

u. Outdoor lighting shall be limited to 16 feet in height and meet all applicable standards of the Seminole County Land Development Code.

v. Left- and right-turn lanes shall be provided at each of the project entrances.

w. The applicant shall dedicate adequate property to provide a 40-foot half right-of-way section along N. Oregon St. Additional right-of-way shall be provided as needed for off-site improvements.

x. The applicant shall be responsible for any signal modifications on SR 46 that may be warranted as a result of this development.

y. The site shall utilize reclaimed water.

z. At the time of Final Master Plan approval, the site layout shall be evaluated to minimize unit proximity to I-4.

aa. ~~All home buyers shall have deeds noting the development's proximity to Interstate 4.~~

bb. <u>The west buffer shall be 15' wide with a 6' masonry wall. The minimum required number of plantings within the west buffer shall be 32 canopy trees, 64 understory trees, and 540 shrubs. Upon Final master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.</u>

cc. <u>The east and north buffer shall be 10' wide and contain the required amount plantings per the Land Development Code.</u>

dd. <u>Interconnectivity with the adjacent property to the north shall be allowable if a cross access agreement is agreed to by the north property owner.</u>

ee. <u>If the spacing of the access points meets the Land Development Code requirements the applicant will extend the turn lanes south on N. Oregon Street.</u>

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey, Chairman
Board of County Commissioners

FILE # ~~Z2004-053~~Z2007-61 **DEVELOPMENT ORDER #~~4-23000004~~ 07 10000002**

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, KB Home Orlando LLC, Reed Berlinsky, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____ _____
Witness Reed Berlinsky, Authorized Agent

_____
Witness

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Reed Berlinsky, Agent, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2005.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT A

~~LEGAL DESCRIPTION NW 46 PROPERTY:~~

~~That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:~~

~~Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°12'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°12'27" W along said East Right-of-Way line for a distance of 1308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520 , Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'41" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'19" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of-Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 816.93 feet to the POINT OF BEGINNING.~~

~~Containing 55.050 acres more or less and being subject to any rights-of-way, restrictions and easements of record.~~

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF

BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

LARGE-SCALE FUTURE LAND USE AMENDMENT & REZONING AMENDMENT JUSTIFICATION STATEMENT

SEMINOLE COUNTY APPLICATION

SILVERLEAF PARK PROPERTY

Parcel ID Nos: 20-19-30-300-0040-0000 & 20-19-30-300-004F-0000

INTRODUCTION

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendment to respectively change the Future Land Use (FLU) and zoning designations of the ±28.25 acre subject property from MDR (Medium Density Residential) to HDR (High Density Residential) and from PUD (Planned Unit Development District) to PUD (Planned Unit Development).

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

The property is located on the east side of N. Oregon Avenue between SR46 and Orange Boulevard as shown in Exhibit 1, Neighborhood Aerial and Exhibit 2, Site Aerial. As previously stated, the site has a current FLU designation of MDR, which allows up to ten (10) units per acre and is compatibly zoned PUD, which allows multifamily uses at a maximum density of ten (10) units per acre. Site Datum (on next page) depict the site's existing FLU and zoning by comparison to the surrounding area, as shown below in Table 1, Surrounding FLU & Zoning.

Table 1
Surrounding FLU & Zoning

Direction	Future Land Use	Zoning	Existing Land Use
North	PUD/PUBC	A-1	Vacant & Conservation Area
South	COM	PCD/C-2	Commercial
East	---	----	Interstate 4
West	PD/SE	PUD	Single-Family

The current MDR and PUD designations are incompatible with the intended development program of the Silverleaf Park Property, which proposes multi-family apartment rental uses and those approved in Development Order #4-23000004. To achieve this program, the site's future land use and zoning must be amended to allow the establishment for a more intense development that will effectively assimilate into the surrounding community of established single-family and commercial uses.

The following text details the intent and purpose of the requested HDR FLU and PUD zoning, as respectively described in the Seminole County Vision 2020 Comprehensive Plan and Land Development Code. Based on these policy and code definitions, it is our

contention that the proposed development program would be consistent with the Vision 2020 Comprehensive Plan and ultimately comply with the Land Development Code.

SITE DATUM

GENERAL INFORMATION

Location:	East side of North Oregon Avenue between SR 46 and Orange Boulevard
Parcel ID Nos:	20-19-30-300-0040-0000 & 20-19-30-300-004F-0000
Future Land Use:	MDR
Current Zoning:	PUD
Proposed Future Land Use:	HDR
Proposed Zoning:	PUD
Existing Use:	Vacant
Proposed Housing Type:	Multi-Family rental apartments
Proposed Net Density:	20 dwelling units / acre
Proposed # of Units:	558
Proposed Height:	Not to exceed 50 feet

ACREAGE

Gross Acreage:	±28.25 Acres
Conceptual Wetlands:	±0 Acres
Existing Uplands:	±28.25 Acres

OPEN SPACE, LANDSCAPED BUFFERS, & GREENWAYS

Percentage of Open Space:	25% or ±6.97 acres, including amenitized storm water management areas
Environmental Areas:	±0 Acres
PUD Setback Width:	25-ft
Buffers/Greenways:	North, South & Easts – 10-ft landscape buffer.
West	– 15-ft landscape buffer. In addition, South – 6-ft PVC fence or better as approved by Seminole County staff plus four canopy trees per 100 linear feet. West – 6-ft masonry wall with plantings per Seminole County Land Development Code.
Soils:	See Preliminary Master Plan “Soils Legend”

PERMITTED USES

Permitted uses are those approved in Development Order #4-23000004 and multi-family apartment rental units.

TRANSPORTATION, ACCESS & PARKING

Refer to Traffic Study by HDR Engineering.
Parking to be shown on the Final Master Plan per Seminole County Land Development Code.

SIGNAGE

Project signage shall conform to the standards listed in Part 65 (Sign Regulations) of the Seminole County Land Development Code.

UTILITIES & SERVICES

Utility Installation:	All utilities shall be installed underground. The developer shall provide landscaping to screen permitted aboveground utility facilities, if necessary.
Water Provision:	Seminole County Utilities
Water Rate:	350 GPD/unit x 558 units = 195,300 GPD
Sanitary Sewer Provision:	Seminole County Utilities
Wastewater Rate:	300 GPD/unit x 558 units = 167,400
Electric:	FP&L
Solid Waste Collection:	TBD

HIGH DENSITY RESIDENTIAL INTENT AND PURPOSE

This land use provides for a range of residential development at intensities greater then ten (10) dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses:

A. Condominium, townhouses, apartment hotels, boarding and lodging houses, and motels;
B. Public elementary schools, public middle schools and public high schools; and
C. Special exception uses such as churches, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.

Services and Facilities:
This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

A. High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to

area schools, shopping and recreational facilities. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.

A. Clustering of residential units to preserve conservation areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification.

B. Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.

Special Services:
Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and offset facility capacity impacts.

APPLICABLE COMPREHENSIVE PLAN FLU POLICIES

Vision 20/20 – Future Land Use Element – Issue FLU 1 (page FLU 3)

CONCURRENCY MANAGEMENT
Rule 9J-5.006(3)(c)3, Florida Administrative Code (FAC), requires that facilities and services at established level of service standards are available concurrent with the impacts of development, or that development orders and development permits are conditioned on the availability of facilities and services.

The Seminole County Comprehensive Plan (the "Plan") future land use designations were developed after a review of long range facility and service plans. The County's Concurrency Management System (CMS) is intended to serve the long term interests of the citizens of Seminole County by implementing a managed growth perspective that monitors the capacity of important concurrency public facilities and services and maintains the high quality of life that the citizens of Seminole County now enjoy. The CMS includes specific procedures and criteria to ensure that level of service standards adopted in the Plan will be achieved or exceeded. The CMS evaluates final development orders to ensure that the adopted levels of service standards for transportation, potable water, sanitary sewer, solid waste, mass transit, stormwater drainage, and recreation are met. Currently, impact fees are collected for roads, fire and rescue systems, libraries, and schools.

Concurrency was applied for in October, 2005 under Lake Forest Townhomes. This document addresses increases related to concurrency caused by the higher density requested by the Developer.

Vision 20/20 – Future Land Use Element – Issue FLU 3 (page FLU – 3)

Future Land Use Map Based On Growth Needs/Build-out The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the County will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and nonresidential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report of the Plan scheduled for 2005.

The proposed development program seeks to increase the density from 10 units per acre to 20 units per acre and from 279 units to 558 units on a 28.25 acre site, accommodating projected growth while saving available land for future development.

<u>Vision 20/20 – Future Land Use Element – Issue FLU 4 – Urban Sprawl (page FLU-4)</u>

Rule 9J-5.006, FAC, requires that plans of local government's contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between Plan adoption in 1991 and completion of the County's Evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole County.

This absence of sprawl is due to extensive revisions to the County's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet Department's sprawl tests. In 1991, the Plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series, (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use developments, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

The proposed development program would counteract any existing or future urban sprawl by intensifying development in an area which transitions from Interstate 4. This program is also consistent with the Higher Intensity Planned Development lying just to the south of this property along Interstate 4.

Vision 20/20 – Future Land Use Element – Issue FLU 10 – Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole County "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of an urban/rural boundary and Plan policies regarding protection of the Rural area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's Plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide compatibility, accommodate necessary facilities and services and protect the natural environment.

The proposed development sustains resources and promotes smart growth by avoiding sprawl, providing compatability, utilizing existing facilities and services and protecting the environment in the area.

Vision 20/20 – Future Land Use Element – Objective 2 – Protection of Residential Neighborhoods (page FLU-16)

The County shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

The existing residential neighborhoods to the west are adequately buffered by an earthen berm which will make the proposed development only visible when entering or exiting the subdivision. The traffic study indicates that the proposed development will have a minimal impact on local roadways. Adequate setbacks and landscape buffers

offer additional compatability. The property to the north is proposed for the same use as is being proposed in this request.

Vision 20/20 – Future Land Use Element – Policy 2.3 Roadway Compatibility (page FLU-16)

The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:

1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize the impacts of future roadway improvements;
2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways; and
4. Enforcing Land Development Code standards providing when and where pedestrian, bicycle and vehicular linkages between abutting residential areas are required to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions shall be designed to serve local residents and discourage through traffic.

The proposed development complies with the Seminole County Land Development Code.

Vision 20/20 – Future Land Use Element – Policy 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications (page FLU-19)

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structure approved with a PUD or PCD zoning classification.

This policy is met as stated in response to FLU 16, above. In addition, the commercial property to the south is more intense than the proposed development. Interstate 4 lies to the east.

Vision 20/20-Future Land Use Element – Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Vision 20/20 – Future Land Use Element – Policy 6.1 Development Order, Permits and Agreements (page FLU-33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County, to implement the proposed PUD zoning.

Vision 20/20 – Future Land Use Element – Policy 6.2 Concurrency Requirements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management Systems standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistence with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the proposed development. Any additional impact issues will be addressed in the Development Order.

Vision 20/20 – Future Land Use Element – Policy 6.4 Priority for Water and Sewer Services (page FLU 33)

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of a potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Seminole County Utilities currently serves the general area and has sufficient capacity to support future development consistent with the proposed program.

Vision 20/20 – Future Land Use Element – Policy 6.5 Private Investment Above Land Development Code Regulations (page FLU 33)

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

JUSTIFICATION STATEMENT- FUTURE LAND USE CHANGE

As stated previously in this narrative, the subject property is believed to be best suited for high density residential apartments. There will be no market for the previously authorized townhomes approved in 2005. The property provides a desirable transition to the single family residential to the west from Interstate 4 to the east. The property to the north and south are compatible and adequate facilities and services exist for the proposed development. The additional intensity requested results in nominal impacts compared to the prior land use designation, while reducing urban sprawl. We believe that amending the future land use from Medium Density Residential to High Density Residential would be compatible and consistent with the aforementioned policies established by the Seminole County Vision 2020 Comprehensive Plan.

JUSTIFICATION STATEMENT- REZONING

As stated previously, the subject property has an existing PUD which simply needs to be amended to allow for the increased density requested. The request is consistent and compatible with the aforementioned policies of the Seminole County Vision 2020 Comprehensive Plan.

CONCLUSION

The requested LSFLUA and zoning amendment are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County no longer has any demand for townhomes or condominiums after the recent increases in residential housing costs have made residential ownership more difficult and the inventory too large. The proposed development is consistent with applicable Seminole County planning policies and applicable regulations.

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendment set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the property depicted therein and legally described in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	**Name**	**Amendment Number**	**Land Use Change From – To**	**LPA Hearing Date**	**BCC Hearing Dates**
A	Silverleaf Park Large Scale Land Use Amendment and Rezone	08S-FLU01	Medium Density Residential (MDR) to High Density Residential (HDR)	12/05/07	02/12/08 5/27/08

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) amendment to the Future Land Use Map.

(b) If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this

Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendment set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendment in compliance, if no affected party challenges the Plan amendment, or, if an affected party challenges the Plan amendment, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its

effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 27th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

Exhibit A

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**
Z2007-61

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Silverleaf Park Large Scale Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 27th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey
Chairman

EXHIBIT “A”

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

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CONTAINING 16.15 ACRES, MORE OR LESS

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: December 3, 2007

RE. **Silverleaf Park Large Scale FLUM Amendment & Rezone**

Seminole County Public Schools (SCPS), in reviewing the above future land use change and rezone request, has determined that if approved the new FLUM and zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 28.25+/- acres Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street. The applicant is requesting a change from MDR to HDR and rezone from PUD to PUD. The applicant is proposing to construct a multi-family dwelling unit subdivision, at a density of approximately 20 dwelling units per net buildable acre. The net residential density is proposed to increase from the 200 currently approved multi-family units to 558 units, a net increase of 358 units. Parcel ID #: 20-19-30-300-0400-0000 & 20-19-30-300-004F-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
358	0	358

Student Generation					
Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northwest Cluster	44	4,283	4,333	101.2	165
Middle Sanford	16	1,414	1,316	93.1	98
High Seminole	17	3,049	3,135	102.8	185

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations
ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:
The students generated at the Middle school level resulting from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. Capacity is not available at the approved level of service for Elementary or High schools, and the additional students would not be able to be absorbed without the use of temporary capacity or significant increases in overcrowding. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools.

In addition to the students generated from the proposal, the number of students expected from recent developments in the attendance areas of the affected schools would also place further capacity pressures on the school system. These new developments combined with this proposal and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
DECEMBER 5, 2007
7:00 P.M.

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Rob Wolf, Melanie Chase, and Ben Tucker

Member absent: Kim Day

Also present: Dori DeBord, Director of Planning and Development; Alison Stettner, Planning Manager; Tina Williamson, Asst. Planning Manager; Ian Sikonia, Senior Planner; Cynthia Sweet, Senior Planner; Austin Watkins, Senior Planner; James Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw - Hudson, Clerk to the Commission.

Silverleaf Park Large Scale Land Use Amendment and Rezone; KB Home Orlando LLC / Reed Berlinsky, applicant; 28.25± acres; Large Scale Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) and Major Amendment to a PUD (Planned Unit Development); located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.
(Z2007-61 / 08S.FLU01)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Mr. Sikonia stated that the applicant is requesting a large scale land use amendment from medium density residential to high density residential and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The subject property contains approximately 28.25 acres. The applicant is requesting the Large Scale Future Land Use Amendment to allow for a multi-family residential development at a maximum density of 20 dwelling units per net buildable acre. This property was previously approved on May 10, 2005 and known as NW 46 PUD, which consisted of a townhome and condominium project allowing a maximum of 400 units. The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 558 units, which is an increase of 158 units. The Silverleaf PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or 3 stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the Development Order. The Silverleaf UD is removing conditions from the previous Development Order regarding minimum house size, lot width, setback and other design related conditions to allow for

more flexibility when designing the final master plan. The proposed PUD seems to allow for more flexibility when designing the final master plan. The proposed PUD seems to allow for more local housing options for the prospective and existing citizens of Seminole County due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Mr. Sikonia recommended changes to the proposed Development Order: Condition C will have added "and with allowable open space within the property." The final version to read: "This will be accomplished by amenitizing the existing retention pond and with allowable open space within the property." Condition O: remove "located and / or" to read "Mechanical units shall be screened to prevent visibility from North Oregon St. or adjoining single family development." Condition S will add the words "except in the designated screened area which shall be determined at time of final master plan." Revised wording on S to read: "Parking of boats, trailers, and recreational vehicles shall be prohibited within the development except in the designated screened area which shall be determined at time of final master plan."

Mr. Sikonia said that Staff recommendation was for transmittal of the requested Large Scale Land Use Amendment from MDR to HDR and rezone from PUD to PUD.

Steve Coover spoke on behalf of KB Homes. He asked to address the questions from commissioners and public following public comment.

Dr. Ira Swartzberg of 5336 Lake Bluff Terrace stated that he is the President of the Lake Forest Home Owners Association. He is opposed to the request. This request does not provide adequate transition from HDR to single-family homes. He pointed out changes in water, sewer and traffic. Water requirements are going up either 40% or 77%. The numbers are differing within the report. Sewer and traffic changes differ in figures from increases of between 40% and 77%, depending what part of the report is being read. There is no public schools recommendation. This will exceed the capacity of the schools. Building height of 50 feet will have new residents looking down on the backyard of the single-family homes. Dr. Swartzberg said that he needed more information on the areas of discrepancy in the staff report.

Steve Devine of 689 Tree Line Place spoke for the Lake Forest HOA Board. He stated that Lake Forest HOA is opposed to the request. The current Medium Density is most compatible. They do not want the Comprehensive Plan changed. 3 story rental apartments are a significant change from the current planned use. Lake Forest is a Low Density residential development that has 732 homes on 520 acres bordering the west side of the subject property. The subject property is about 28 acres, 8 acres of which is comprised of the lake, leaving about 20 acres to build on. The density is going to be very high on the usable

land. Mr. Devine said that the applicant can use the pond/borrow pit as usable land for net buildable acres to calculate the 558 units. That is a significant difference between what Lake Forest is and the subject property.

Secondly, Mr. Devine said that traffic was a consideration in the area. The Oregon Street intersection has a significant delay at the SR 46 now. The realignment of the interstate will come in near Oregon Street, adding to traffic in the area. Traffic will back up across the off ramp. Mr. Devine said that a better transportation study was needed for the intersections and delays.

Mr. Devine pointed to the future development along SR 46 – townhomes, retail, offices – all going in the area near Oregon/SR 46 intersection.

Mr. Devine looked at the tables in the transportation report, noting the net impact of the increase of 1800 trips per day.

Mr. Devine said the condition of the schools should be corrected before more is put upon them.

No one else spoke from the audience.

Steve Coover said that the major question seems to be about transitions and buffering. There is a berm along Oregon Street that appears to be 30 to 40 feet tall. He questioned whether the top of the proposed buildings would be visible from Lake Forest because of the height of the berm. The Development Order - Paragraph 3X - proposes that the Developer will mitigate any problems that occur with the Oregon intersection on SR 46.

Mr. Coover said that they have requested concurrency on the property to be deferred. The school system anticipates a drop in enrollment within the next 5 years. The School Board does not plan any improvements in the area due to the projected drop in enrollment. He will wait until the concurrency has to be met. There is nothing concrete about the school figures.

Charles Madden spoke on the traffic issue. He said that the level of service on Oregon now and in the future will be Level of Service “A.” That is the best rating you can get for a roadway. He is prepared to alter the intersection on SR 46 during the time of final construction plans. Lake Forest will not be able to see this development. He has agreed to build a 6-foot wall along the right-of-way on Oregon Street , screening buildings and mechanical devices.

Mr. Madden said that he had been told by public utilities that there is adequate water for the project.

Mr. Coover said that this location is a prime place for apartments. He can not do much else there.

Commissioner Brown asked if the Lake Forest PUD has more than single-family residences in it, on other tracts.

Tina Williamson said that it was entirely single-family residential and within the 530 acres.

Commissioner Brown noted that the school report put the northwest cluster capacity at 101.2% and the high school at 102.8%. State guidelines deem a school as overcrowded once it reaches 110%. This is a ludicrous situation.

Commissioner Bates said the conditions may change for those conditions in the future.

Commissioner Chase made a motion to recommend transmittal of the Large Scale Land Use Amendment with the changes noted in the Development Order and rezone from PUD to PUD subject to staff findings.

Commissioner Eismann seconded the motion.

Commissioner Tucker stated that he will be voting against the motion. This is not transitional. Oregon Street is a 2-lane road and will be a continuing problem. He took the same position in 2005. The sound barrier wall along the Interstate should be addressed in the documents.

Commissioner Brown said that the wall was taken out with the rental property provisions being put in.

Commissioner Wolf said that he has a concern about the transitions and the net density. He will vote against this.

Commissioner Bates said that this is overloading the area infrastructure. He is opposed.

Commissioner Chase said that this is adjacent to I-4 and a large Chevrolet dealer. There has to be places for people to live in apartments.

Commissioner Eismann concurred.

Commissioner Bates said that he had reservations on the project presented in 2005. This is too much.

Commissioner Eismann said that the previous project should have been voted down if it was too much back in 2005.

Commissioner Wolf said the proportions and density are what he is opposed to.

Commissioner Eismann said that the omission of the wall had slipped by him. He would like the language about the noise abatement wall put back in.

Commissioner Brown said that "My Region.com" recommends packing development in by the Interstate. Would the applicant accept a lower number of units? The commission could recommend the request for rental units at a lower number.

Commissioner Wolf said that there should be greater transition next to Lake Forest on the west side of the property.

The vote was 3 – 3 on the motion. Commissioners Chase, Eismann and Brown voted "yes" while Commissioners Wolf, Tucker, and Bates voted "no." The motion failed.

Commissioner Tucker said that this application expands the envelope beyond what is acceptable. This is changing fee simple ownership to 3-story, high density rental units. That is a substantial impact on the single-family properties.

Commissioner Tucker made a motion to recommend denial of the request.

Commissioner Wolf seconded the motion.

Commissioner Brown said that the option of a third motion to send this forward without recommendation is also there.

Kathy Furey-Tran said that there could also be a motion to continue this until a full Board is present to break the tie.

The vote was 3 – 3 again, with Commissioners Chase, Eismann, and Brown opposed.

Commissioner Tucker made a motion to send this application forward to the BCC without recommendation.

Commissioner Bates seconded the motion.

Commissioner Brown said that he would like to see this go forward with 100 less units. Apartments fit here.

The motion passed 6 – 0.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 27, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: KB Home Orlando, LLC
9102 S. Park Center Loop Suite 200
Orlando, FL 32819

Project Name: Silverleaf Park Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled “Silverleaf Park Large Scale Land Use Amendment and Rezone” and all evidence submitted at the public hearing on May 27, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should not be transmitted to the Department of Community Affairs.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for transmittal is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

EXHIBIT A

Legal Description

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CONTAINING 16.15 ACRES, MORE OR LESS

Sikonia, Ian

From: Mathews, Karen
Sent: Wednesday, January 16, 2008 2:06 PM
To: Sikonia, Ian
Cc: Hudson, Candace
Subject: FW: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

FYI: This letter came in through the Plan Desk folder today.

Karen Mathews
Staff Assistant
Seminole County Planning Division
1101 E. 1st St. Room 2201
Sanford, FL 32771
407 665-7371 (phone)
407 665-7385 (fax)
kmathews@seminolecountyfl.gov

From: Kathryn D. Tillman [mailto:kdtillman@bellsouth.net]
Posted At: Wednesday, January 16, 2008 8:17 AM
Posted To: Plan Desk
Conversation: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65
Subject: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

RE: Silverleaf File No. Z2007-61
Lake Forrest File No. Z2007-65

We respectively request that the Comprehensive Plan changes and rezoning of the above cases be **denied.**

The reasons for the request are clear and the same ones for all the terrible "growth" in Seminole County:

1. Our schools are already overcrowded - and I don't have to tell you what the country thinks of Florida schools. I was reminded of that in November when a friend made the comment at a party I attended in Rhode Island that he would love to live in Florida - but if he did he would have to send his kids to boarding school out of state.
2. The traffic congestion will worsen at SR46 and Oregon. It's already terrible with the new construction of townhomes and retail stores in front of Lake Forest.
3. Rental apartments will bring down property values in Lake Forest even more than already has been by the the townhomes in front of the property.

It's time Seminole County put a stop to this "growth". We just can not handle any more - particularly high density rental apartments. This is bringing the County down in every respect. What about our water supply problem?

Also, it is my understanding that this property was just rezoned 2 years ago with one condition being rental apartments would be expressly prohibited.

Thank you.

John and Kathryn Tillman

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appeal of the Board of Adjustment's decision to approve a communication tower

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Kathy Fall **EXT:** 7389

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to approve a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or

2. Reverse the Board of Adjustment decision to approve a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or

3. Continue the request to a time and date certain.

District 1 Bob Dallari Kathy Fall

BACKGROUND:

On December 11th, the Board of County Commissioners (BCC) appealed the decision of the Board of Adjustment to approve a communication tower pursuant to Seminole County Land Development Code Sec. 1.12(b).

The request is to construct a 130 feet communication tower that is flagpole in design. The applicant proposes to co-locate five (5) carriers onto the tower. The subject property is located in the Carillon PUD. It is Parcel 202, which permits C-1 (Retail Commercial) district uses. The property was previously used as a Winn-Dixie grocery story, however the store is closed and the building is vacant. The area proposed for the communication tower is on the southeast side of the Parcel 202, adjacent to a large conservation area. There is currently an application under review for a student housing development on the property.

At the Board of Adjustment hearing on December 3, 2007, there was discussion concerning possible interference with our Public Safety communications and the applicant agreed to conditions of the approval that would ensure no potential impacts. The Board of Adjustment approved the request based upon the following conditions:

> a. IM study will be conducted by each subscriber and a test will be conducted prior to commercial use. The IM analysis shall address potential impacts on public safety communications facilities in the immediate area of proposed tower as well as the impact of collocation on the tower itself. If the IM study indicates significant potential for interference, the collocation shall not be permitted. If there are any unresolved problems after commencement of service, TBCOM will immediately remove the offending subscriber from service.

b. The flagpole will be lighted and a serviceable 20' x 30' American flag will be flown at all times.

c. Copies of the IM studies including any analysis and findings will be made available to the County's Telecommunications Manager for review and comment. The IM engineering, analysis and the County's Telecommunications Manager's review and comment shall be completed within 60 days.

Video of the Board of Adjustment hearing from December 3, 2007 may be viewed at the following link: http://www.seminolecountyfl.gov/pd/planning/boa.asp, slide time cursor at 2:53:30 into the meeting.

ATTACHMENTS:

1. Special Exception Application
2. BOA Meeting Minutes
3. Maps and Aerials
4. Proposed Site Plan
5. Proposed Site Plan
6. Proposed Site Plan
7. Proposed Site Plan
8. Proposed Site Plan
9. Proposed Site Plan
10. BOA Decisions on Appeal
11. Board of Adjustment Staff Report

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Fee: $370.00

Application # BS2007-20
Meeting Date 12-3-07

SPECIAL EXCEPTION APPLICATION
SEMINOLE COUNTY PLANNING DIVISION
1101 East First Street Sanford FL 32771 (407) 665-7444

PROPERTY OWNER / APPLICANT *(If you are not the owner please provide a letter of authorization from the owner)*

Name: TBCom PROPERTIES, LLC
Address: 1133 Louisiana Ave Ste 114 City: Winter Park Zip code: 32789
Project Address: 1680 McCulloch RD City: OVIEDO Zip code: 32765
Phone number(s):
Email address: TOshaughnessy@Com50East.com

What is this request for?

[ ] **Church**
[ ] **Daycare**
[ ] **School**
[ ] **Group Home**
[ ] **Assisted Living Facility (ALF)**
[ ] **Kennel**
[ ] **Riding Stable**
[ ] **Alcoholic Beverage Establishment**
[X] **Communication Tower**
[ ] **Other:**

RECEIVED SEP 20 2007

RECEIVED SEP 20 2007

Is the property available for inspection without an appointment? [X] Yes [ ] No

What is the current use of the property? C-1 RETAIL

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless the required **pre-application conference** has been held and all of the required information in the Special Exception application and submittal checklist is provided to the Planning Division.

Signed:

FOR OFFICE USE ONLY

Date Submitted: 9-20-07 Reviewed By: P. Johnson
Tax parcel number: 35-21-31-512-0000-0020 Zoning/FLU PUD/RD
[ ] Legally created parcel *(1971 tax roll, 5-acre dev, lot split)* [ ] Platted Lot *(check easements on lots / in dedication)*
[ ] Lot size _____ [ ] Meets minimum size and width
[ ] Past approval #_____ [ ] Application and checklist complete
Notes:

SPECIAL EXCEPTION SUBMITTAL CHECKLIST

A Special Exception is approved to a detailed conceptual site plan. Following approval of the Special Exception by the Board of Adjustment a final engineered site plan is required to be submitted to Development Review. View Site Plan Review information.	
✓	1. Completed application.
✓	2. Provide a statement of the request including a summary of the business operation. Include information such as: square footage of facilities; hours of operation; seating capacity; number of clients, or students; number of staff and how many shifts; and address any other site concerns that may impact adjacent properties.
✓	3. Owner's authorization letter (if needed). *This form can be obtained online.*
✓	4. A Special Exception is approved to a detailed conceptual site plan and should include, at minimum, the following information:
✓	○ Size and dimensions of the parcel
✓	○ Location of wetland and/or flood plain line, if applicable
✓	○ Location and names of all abutting streets
✓	○ Location of driveways
✓	○ Identification of available utilities *(ex: water, sewer, well or septic)*
✓	○ Location, size and type of any septic systems, drainfield and wells
✓	○ Location of all easements
✓	○ Existing and/or proposed buildings, structures and improvements *(Label existing, label proposed, and include square footage and dimension of each)*
✓	○ Building height
✓	○ Setbacks from each building to the property lines
✓	○ Proposed fences
✓	○ Location and size of buffers: show existing and proposed landscaping, fences and walls
✓	○ Location, number and size of existing and proposed parking spaces
✓	○ Location of existing and proposed outdoor lighting
✓	○ Location of existing and proposed signage
✓	○ Location of fire lanes
✓	5. Provide an 8 ½ x 11 reduction of the site plan.

TBCOM

RECEIVED SEP 2 0 2007

TBCOM Properties, LLC

1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

Seminole County Planning Division
Planning Manager
1101 East First Street
Sanford, Florida 32771

RECEIVED SEP 2 0 2007

The submission is for a special exception and for the Board Of Adjustments to approve a 130 ft camouflage Flagpole to be located at 1680 McCulloch Rd. Oviedo, Florida. The Camouflage Flagpole would be placed in a C-1 RETAIL COMMERCIAL DISTRICT.
The Pole sits at the entrance of the C-1 property and lies next to conservation area to the East. By placing the Flagpole at the entrance of the property the Flagpole stays in character with the general area and appears natural to the C-1 property. The Flagpole will not have a negative impact on the general area. The Flagpole meets the required set backs of 300% Ht of tower to nearest residential line and the property itself is heavily covered with a conservation easement which screens the Flagpole to all surrounding residential property. The conservation landscaping creates a natural buffer, which provides a shield from all residential areas.
The closes residential property from the Flagpole is 660 ft to the East and 920 ft to the North East. ***See Arial overall site Plan***

How we came to this location and what other options were explored.

In 2001 a representented a carrier to find a location to cover the Carillon PD, McCulloch Rd and Old Lockwood Road. My search ring was about a ½ mile radius. After determining that no towers were available in the ½ mile we then went out a mile radius to find a tower. We then determine that there were no towers within that mile radius. We then had to look at other options.

We first went down the path with Progress Energy to use the sub-station located on McCulloch Rd. located on UCF property. The reason we could not finalize this deal is because UCF controlled the ground rights and would not give Progress energy permission for Progress to build a communication tower. We then moved over to the Orange/Seminole County Fire Department to see if we could build a tower on the property. We again ran into the problem of UCF controlling the ground (land). Again UCF denied us using the property. We then approached FP&L about going on the power lines running across McCulloch Rd and the back side of Carillon PD. FP&L said they would not lease space on a main transport line. The only two properties that meet Seminole County set backs are the Church University Carrillon and the Win Dixie property. We approached the Church and work with them for a few months and in the end they had no interest. We approached the Win Dixie folks and they turned us down.

TBCOM

TBCOM Properties, LLC

1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

We also went back to UCF to see if they would allow us to build a tower on there property and they turned us down.

During this time all the carriers were looking to find a location. We began working together to solve the problem. In the end no one could find a location. My firm continued to go back to the same folks over and over to come up with a solution. Around 2005-2006 Win Dixie sold it's property to AHG. Group. My firm approached the AHG Group about doing a Flag Pole on the property. The AHG Group had no problem with it and entered into a 25 year lease. I then contacted all the carriers who were out looking for a location. 5 carriers then sent me back a letter of interest.

The Need:

I've supplied letters from five wireless communication companies for this Flagpole.

All the carriers have had problems covering the residential community and traffic patterns in the area for years. **I've supplied propagation maps for lack of coverage and letters stating the problems**. The letters also state that the need for this Flagpole and the benefits the Flagpole will provide. One carrier, T-Mobile actually tried using three power poles to supply its service and found that T-Mobile experiences high drop calls in the area. **(See Average Daily Dropped Call Footprint).** The power poles were of no help. The other carriers will not use power poles because the poles provide no improvement and will find out like T-Mobile did that the power poles are a waste of millions of dollars. Sprint believes it network is substandard and this Flagpole would increase its network by over 30%. * See Sprint letter*

We believe I have shown the problem and a solution with out impacting the surrounding area. We believe a Flag Pole would fit in well with the Character of the C-1 property.

Sincerely,

Tim O'Shaughnessy

University of Central Florida

Office of Vice President

October 18, 2006

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Florida 32789

Mr. O'Shaughnessy,

At this time the University of Central Florida has no interest in putting a communication tower on the North East side of its campus property.

Sincerely,

William F. Merck II
Vice President

Administration and Finance
P.O. Box 160020 • Orlando, FL 32816-0020 • 407-823-2351 • FAX: 407-823-5533 • admfin@mail.ucf.edu
An Equal Opportunity and Affirmative Action Institution

JEPPESEN®

September 11, 2007

Site ID#/Name: TB172/UCF

To Whom It May Concern:

Jeppesen conducted an aeronautical study on September 11, 2007 for TBCOM Properties LLC. The study was to determine a proposed structure's effect, if any, on navigable airspace. Jeppesen's ASAC study was conducted in accordance with Part 77 of the Federal Aviation Regulations, FAR (14 C.F.R. Subchapter E, Part 77) and Part 17 of the Federal Communications Commission, FCC Rules and Regulations (47 C.F.R. Part 17). The proposed construction site is located in Orlando, FL. The NAD 83 site coordinates are Latitude 28° 36' 47.20" North, Longitude 081° 11' 25.87" West. The site has a surface elevation of 48 feet above mean sea level (AMSL). The structure has a proposed height of 150 feet above ground level (AGL), which includes the additional height of any antennas, etc. This gives an overall structure height above mean sea level of 198 feet AMSL.

The site is located 48,175 feet or 7.93 nautical miles on a True Bearing of 061.21 degrees from the approach end of Runway 25 at Executive Airport, the nearest landing surface for regulatory compliance purposes. The surface elevation at this point is 110 feet AMSL. The site is located 51,909 feet or 8.54 nautical miles on a True Bearing of 061.68 degrees from the airport reference point (ARP) of this public use, instrumented airport.

FAR Part 77 prescribes various airspace surfaces and slopes established at and around airports. Part 77.13 prescribes slopes and surfaces, which if exceeded, require the sponsor of the structure to provide the Federal Aviation Administration with Notice of Proposed Construction. FCC Rules Part 17 also specifies this requirement. Additionally, Part 77 Subpart C prescribes various airspace surfaces and slopes, which if any are exceeded, require the FAA to provide public notice inviting comments prior to issuing a determination. Subpart C also prescribes surfaces and slopes, which if exceeded, will identify the proposed structure as a Hazard to navigable airspace.

5155 Clipper Drive, Atlanta, Georgia 30349
678.924.8000·Fax 678.924.8006·www.asacinc.com

Jeppesen has determined that a proposed structure height of 150 feet AGL (198 feet AMSL) at this site would not exceed any FAR Part 77 or FCC Part 17 notice requirement surface. Therefore, FAA Notice of Proposed Construction or Alteration is not required for this proposed structure.

Should Notice of Proposed Construction or Alteration be filed with the FAA, Jeppesen is confident the proposed 150 feet AGL (198 feet AMSL) structure would be approved at this site upon completion of the FAA's aeronautical study.

Pursuant to Federal Aviation Regulations and FAA Policy, proposed Construction or Alteration that does not require notice to the FAA normally does not require obstruction marking and/or lighting.

The maximum structure height at this site that will not require Notice to the FAA is 200 feet AGL (248 feet AMSL). Exceeding this height requires that a Notice of Proposed Construction or Alteration form be filed and that FAA approval be obtained prior to beginning construction.

This letter and the opinions expressed herein are intended for the exclusive use of TBCOM Properties LLC in making appropriate regulatory filings and may not be reproduced by other parties in any form or manner.

Should you have any questions regarding this letter or the study conducted by Jeppesen, please feel free to contact us anytime at (678) 924-8088.

Sincerely,

Marietta S. Rosser

Marietta S. Rosser
Sr. Airspace Technician

Notice of Proposed Construction or Alteration (7460-1)

Project Name: TBCOM-000077007-07 **Sponsor:** TBCOM Properties, LLC-TO

Details for Case : TB172 (54426)

Show Project Summary

Case Status

ASN: 2007-ASO-5007-OE
Status: Accepted
Date Accepted: 09/11/2007
Date Determined:
Letters: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent
if Temporary : Months: Days:
Work Schedule - Start:
Work Schedule - End:
State Filing:

Structure Summary

Structure Type: Antenna Tower
Structure Name: TB172 (54426)
FCC Number:
Prior ASN:

Structure Details

Latitude: 28° 36' 47.2" N
Longitude: 81° 11' 25.87" W
Horizontal Datum: NAD83
Site Elevation (SE): 48 (nearest foot)
Structure Height (AGL): 150 (nearest foot)
Marking/Lighting: None
Other :
Nearest City: Orlando
Nearest State: Florida
Traverseway: No Traverseway
Description of Location: The site is locatd 51,909' or 8.54 NM on a True Bearing of 061.68 degrees from the ARP of Executive Airport.
Description of Proposal:

Common Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Specific Frequencies

Site #/Name: TB172-UCF North

SITE LEASE AGREEMENT

This Site Lease Agreement ("Agreement") is entered into this 5 day of June, 2006, between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises and Use.** Lessor is the owner of a parcel of land (the "Land") located at 1680 McCulloch Road in the County of Seminole, State of Florida, parcel ID: 35-21-31-512-0000-0020. The Land is more particularly described in **Exhibit A** annexed hereto. Lessor leases to Lessee and Lessee leases from Lessor, land consisting of approximately 6,400 square feet in the location ("Site") shown on **Exhibit B**, together with a non-exclusive easement for reasonable access and utilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service ("PCS") system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and one flagpole antenna structure. Said PCS system facility to be substantially similar to the structure shown on **Exhibit B**. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee will have access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both Lessee and Lessor have executed this Agreement. This Agreement will be automatically renewed for 4 additional terms (each a "Renewal Term") of 5 years each, unless Lessee provides Lessor notice of intention not to renew, not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Rent will be paid in equal monthly installments of $[redacted] (until increased as set forth herein), commencing upon the 1st day of the month immediately following the start of construction by Lessee. Rent for each Renewal Term will be the rent in effect for the Initial Term or prior Renewal Term, as the case may be, increased by [redacted]

4. **Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor shall not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** Lessee shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Lessor, subject to assignee assuming all of Lessee's obligations herein.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Lessee are to be sent to: TBCOM Properties, LLC, 1133 Louisiana Avenue, #114, Winter Park, FL 32789. Notices to Lessor must be sent to the address shown underneath Lessor's signature.

7. **Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Lessee will remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Lessor represents that Lessor's Land (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Lessee will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site. Likewise, Lessor will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Lessee will pay for all utilities used by it at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. Lessee may terminate this Agreement at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Agreement, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Lessor, unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Lessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from the holder of any such mortgage or deed of trust.

16. Taxes. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to Lessor any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within 60 days after receipt of satisfactory documentation indicating calculation of Lessee share of such real estate taxes and payment of the real estate taxes by Lessor. Lessor will pay when due all other real estate taxes and assessments attributable to the Land, on which the Site is located.

17. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. Lessee will be responsible for repairing and maintaining the PCS system and any other improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents or employees, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessor will maintain and repair all other portions of the Land, on which the Site is located, in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of **Exhibit C**; (d) this Agreement (including the Exhibits) constitutes

the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: **Exhibits A, B and C**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below.

Lessor:

AHG Group, LLC, a Florida limited liability company

By: _____
Name: ~~Alan H. Ginsburg~~ Gene Harris
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: 6/5/06

Witness: _____
Print Name: CAROL HENSAL

Witness: _____
Print Name: VIORELA CHIM

Lessee:

TBCOM Properties, LLC, a Florida limited liability company

By: _____
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: 6/5/06

Witness: _____
Print Name: James O'Shaughnessy

Witness: _____
Print Name: Cynthia Dennis

Attach Exhibit A – Description of Land, Exhibit B – Description of Site & Exhibit C – Memorandum of Site Lease Agreement

Site #/Name: TB172-UCF North

EXHIBIT A

Description of Land

Site situated in the County of Seminole, State of Florida, commonly described as follows:

LOT 2, CARILLON -- PARCEL 202, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Note: Lessee will replace this Exhibit with an exhibit setting forth the legal description, mutually agreeable to the parties of the Land on which the Site is located prior to any use of the site.

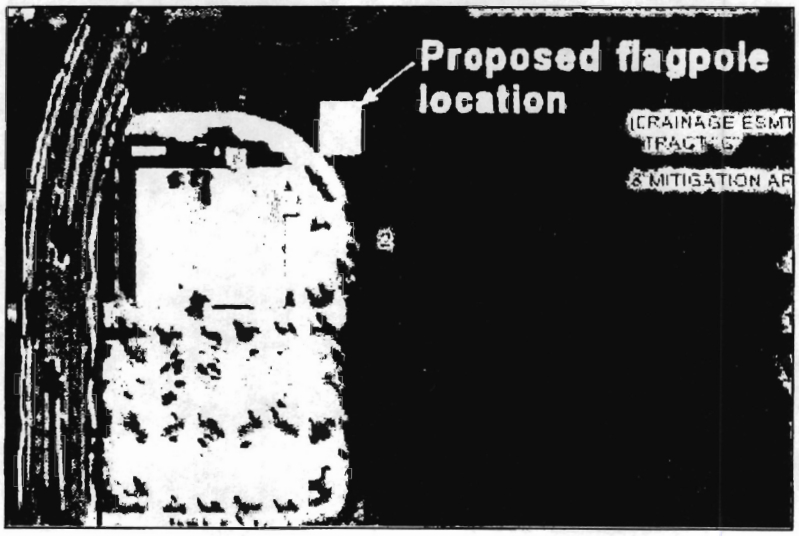
E. W

Site #/Name: TB172-UCF North

EXHIBIT B

Description of Site

Site situated in the County of Seminole, State of Florida, commonly described as follows:



(2)

Site #/Name: TB172-UCF North

EXHIBIT C

Memorandum of Site Lease Agreement

Upon recording, return to:
TBCOM Properties, LLC
1133 Louisiana Avenue, #114
Winter Park, FL 32789

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is entered into between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee"). Lessor and Lessee entered into a Site Lease Agreement ("Agreement") on _____, 2006, for the purpose of installing, operating and maintaining a personal communications service system facility and other improvements. All of the foregoing are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of a parcel of land ("the Land") located in the County of Seminole, State of Florida, which is described in **Exhibit A** attached hereto, and Lessor leases to Lessee a certain site with grant of easement for access and utilities (the "Site"), located within the Land, which is shown on **Exhibit B** attached hereto. The term of the Agreement is for 5 years commencing on _____, 2006, which term is subject to 4 additional 5 year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

Lessor:

AHG Group, LLC, a Florida limited liability company

By: _____
Name: Alan H. Ginsburg
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

DO NOT EXECUTE, FOR EXHIBIT ONLY

Lessee:

TBCOM Properties, LLC, a Florida limited liability company

By: _____
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Attach Exhibit A – Description of Land & Exhibit B – Description of Site

Site #/Name: TB172-UCF North

Upon recording, return to:
TBCOM Properties, LLC
1133 Louisiana Avenue, #114
Winter Park, FL 32789

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is entered into between AHG Group, LLC, a Florida limited liability company ("Lessor") and TBCOM Properties, LLC, a Florida limited liability company ("Lessee"). Lessor and Lessee entered into a Site Lease Agreement ("Agreement") on _____, 2006, for the purpose of installing, operating and maintaining a personal communications service system facility and other improvements. All of the foregoing are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of a parcel of land ("the Land") located in the County of Seminole, State of Florida, which is described in **Exhibit A** attached hereto, and Lessor leases to Lessee a certain site with grant of easement for access and utilities (the "Site"), located within the Land, which is shown on **Exhibit B** attached hereto. The term of the Agreement is for 5 years commencing on _____, 2006, which term is subject to 4 additional 5 year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

Lessor:

AHG Group, LLC, a Florida limited liability company

By: _____
Name: ~~Alan H. Ginsburg~~ Gene Harris
Title: Manager
Address: 875 Concourse Parkway South, Maitland, FL 32751

Date: 6/5/06

Witness: _____
Print Name: CAROL HENSAL

Witness: _____
Print Name: VIOREIA CHIM

Lessee:

TBCOM Properties, LLC, a Florida limited liability company

By: _____
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1133 Louisiana Avenue, #114, Winter Park, FL 32789

Date: 6/5/06

Witness: _____
Print Name: James O'Shaughnessy

Witness: _____
Print Name: Cynthia Dennis

Attach Exhibit A – Description of Land & Exhibit B – Description of Site

Site #/Name: TB172-UCF North

LESSOR NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Alan H. Ginsburg, as Manager of AHG Group, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

LESSEE NOTARY BLOCK:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Timothy O'Shaughnessy, as Manager of TBCOM Properties, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

(AFFIX NOTARIAL SEAL)

_____
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

_____
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

DW

Site #/Name: TB172-UCF North

EXHIBIT A

Description of Land

Site situated in the County of Seminole, State of Florida, commonly described as follows:

LOT 2, CARILLON – PARCEL 202, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Note: Lessee will replace this Exhibit with an exhibit setting forth the legal description, mutually agreeable to the parties, of the Land on which the Site is located prior to any use of the Site.

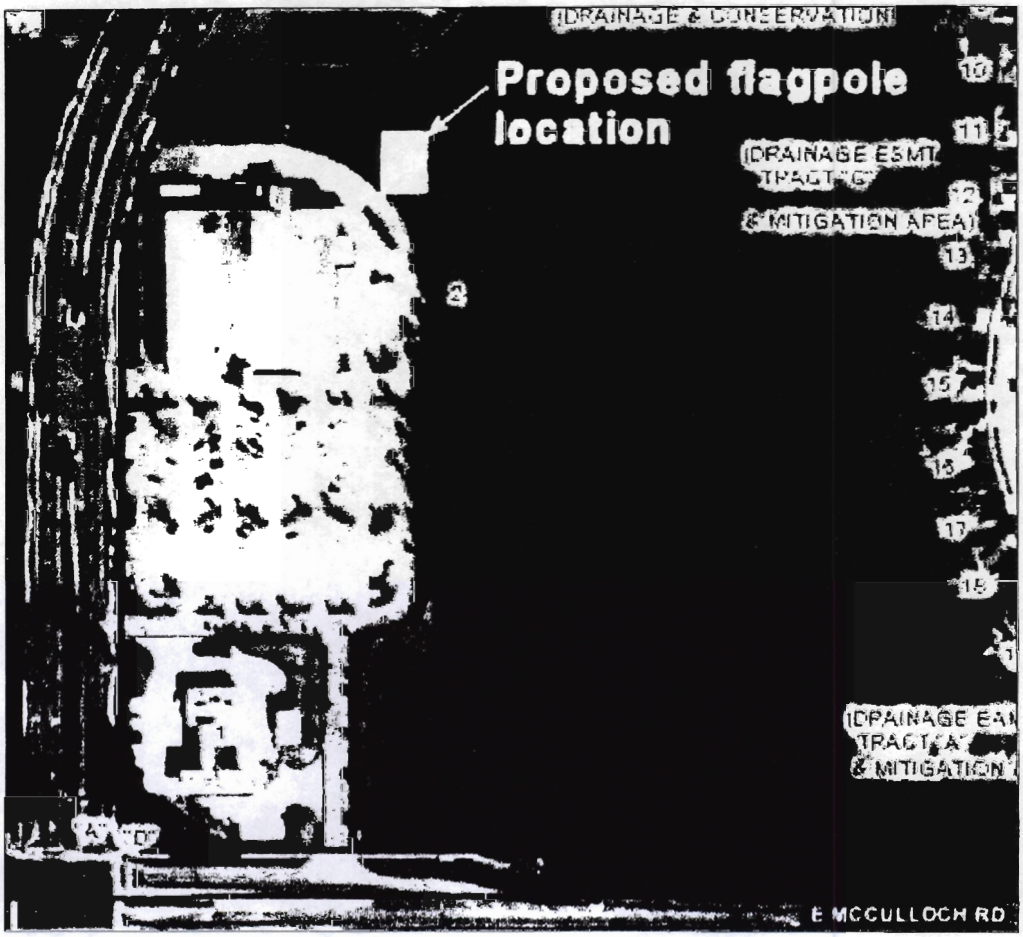
1

Site #/Name: TB172-UCF North

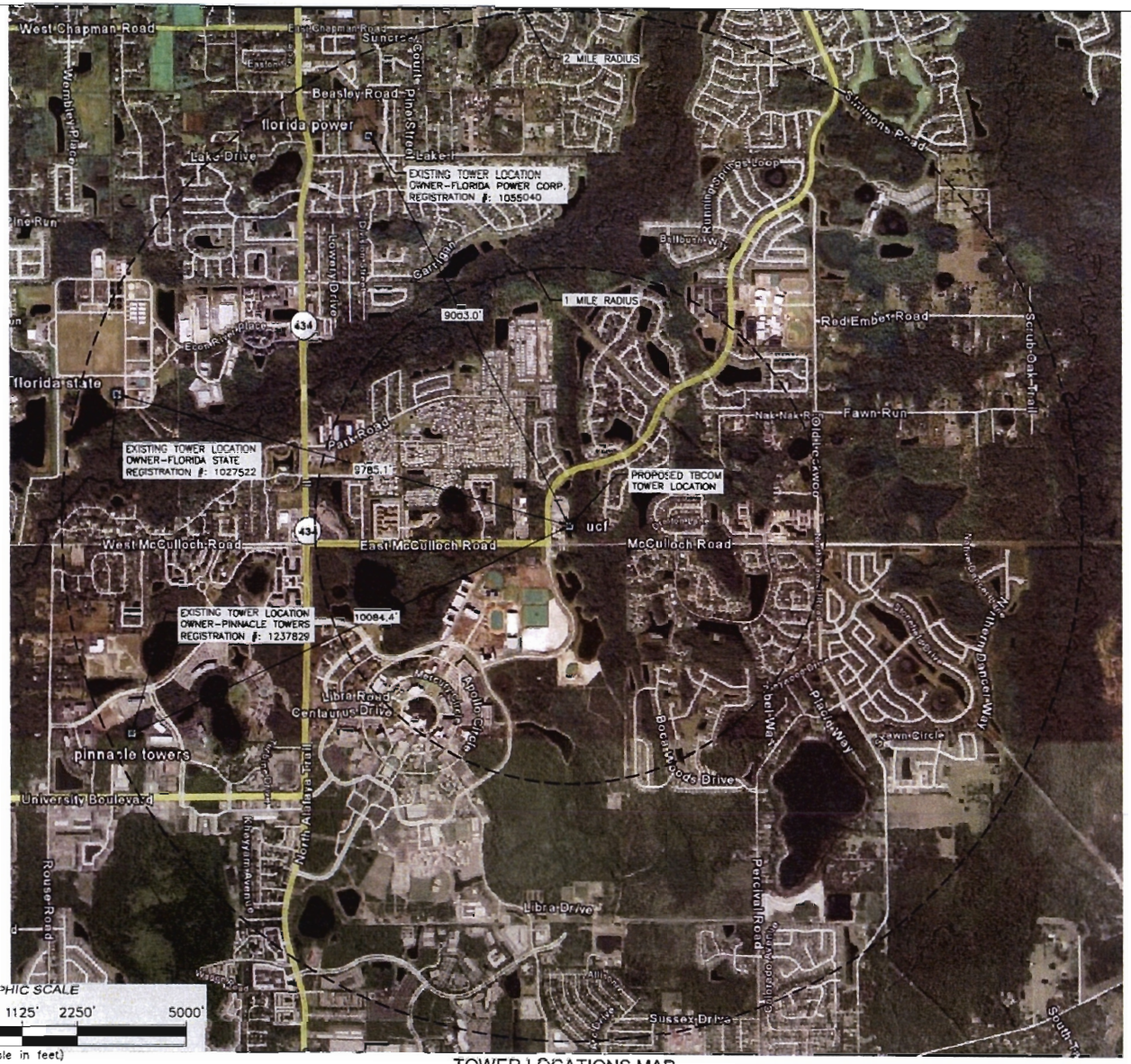
EXHIBIT B

Description of Site

Site situated in the County of Seminole, State of Florida, commonly described as follows:



Note: Lessee will replace this Exhibit with an exhibit setting forth the legal description, mutually agreeable to the parties, of the Land on which the Site is located prior to any use of the Site.



GRAPHIC SCALE

2250' 0' 1125' 2250' 5000'

(Scale in feet)

11x17 Scale: 1"=2250'

TOWER LOCATIONS MAP

foresite group

Foresite Group, Inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, Florida 33801

o 1 863.603.4044
f 1 863.603.4645

www.foresitegroupinc.com
FL CA 26115

SEAL:

DRAFT FOR REVIEW

PROJECT:

TB-172
UCF

LOCATED AT:
1680 McCULLOCH RD
OVIEDO, FLORIDA 32765

DEVELOPER:
TBCom Properties, LLC.
1133 LOUISIANA AVE SUITE 114
WINTER PARK, FLORIDA 32789
(407) 622-1377 (O)
CONTACT: MR. TIM O'SHAUGHNESSY

REVISIONS	DATE

PROJECT MANAGER:	ADR
DRAWING BY:	RCS
JURISDICTION:	SEMINOLE COUNTY, FLORIDA
DATE:	09/11/07
TITLE:	TOWER LOCATIONS MAP
SHEET NUMBER:	T-1
JOB/FILE NUMBER:	067.019

FCC Federal Communications Commission

FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People

Antenna Structure Registration

FCC > WTB > ASR > Online Systems > ASR Search

FCC Site Map

ASR Registration Search

Registration Search Results

ADVANCED SEARCH HELP

New Search Refine Search Printable Page Query Download Map Result(s)

Displayed Results

Matches 1-6 (of 6)
1

PA = Pending Application(s)

Specified Search

Latitude=**'28-36-47 N'**, Longitude=**'81-11-25 W'**, Radius=**3.2 Kilometers**

Display: Expanded View GO

	Registration	Owner and Contact	Structure Description
1	Registration: 1027522 File Number: A0032658 Status: Constructed FAA Study: 97-ASO-0965-OE	Owner: FLORIDA, STATE OF (850)922-7509 Contact:	Structure Type: TOWER Elevation of Site (meters): 15.2 Overall Height Above Ground (AGL) (meters): 112.8 Overall Height Above Sea Level (meters): 128.0 Located in: OVEIDO, FL Lat/Long: 28-37-13.0N 081-13-12.0W FAA Chapters 4, 5, 6, 8, 13 Paint and Light in Accordance with FAA Circular Number 70/7460-1J
2	Registration: 1055040 File Number: A0064729 Status: Constructed FAA Study: N/A	Owner: FLORIDA POWER CORPORATION (407)475-2231 Contact:	Structure Type: POLE Elevation of Site (meters): 19.7 Overall Height Above Ground (AGL) (meters): 46.2 Overall Height Above Sea Level (meters): 65.8 Located in: OVIEDO, FL Lat/Long: 28-38-06.0N 081-12-12.0W Painting and Lighting Specifications: None
3	Registration: 1205212 File Number: A0375803 Status:	Owner: University of Central Florida (407)823-3689 Contact: Doerle, Bruce C (407)823-5767	Structure Type: TOWER Elevation of Site (meters): 21.9 Overall Height Above Ground (AGL) (meters): 145.4 Overall Height Above Sea Level (meters): 167.3 Located in: Orlando, FL Lat/Long: 28-35-27.9N 081-12-16.2W

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
Submit Help Request

	Constructed FAA Study: 01-ASO-3280-OE		FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K
4	Registration: 1220324 File Number: A0385367 Status: Cancelled FAA Study: 00-ASO-7437-OE	Owner: VoiceStream Tampa/Orlando, Inc. (425)378-4000 Contact:	Structure Type: TOWER Elevation of Site (meters): 14.3 Overall Height Above Ground (AGL) (meters): 61.0 Overall Height Above Sea Level (meters): 75.3 Located in: Oviedo, FL Lat/Long: 28-37-53.9N 081-09-55.0W Painting and Lighting Specifications: None
5	Registration: 1235090 File Number: A0496195 Status: Granted FAA Study: 02-ASO-3094-OE	Owner: T-Mobile South LLC (425)378-4000 Contact:	Structure Type: TOWER Elevation of Site (meters): 21.3 Overall Height Above Ground (AGL) (meters): 38.1 Overall Height Above Sea Level (meters): 59.4 Located in: Oviedo, FL Lat/Long: 28-35-55.0N 081-11-50.7W Painting and Lighting Specifications: None
6	Registration: 1237829 File Number: A0560731 Status: Constructed FAA Study: 2007-ASO-4191-OE	Owner: Pinnacle Towers Acquisition LLC (724)416-2000 Contact: Verre, Christine A (336)643-2524	Structure Type: POLE Elevation of Site (meters): 16.1 Overall Height Above Ground (AGL) (meters): 57.9 Overall Height Above Sea Level (meters): 74.0 Located in: Orlando, FL Lat/Long: 28-36-04.4N 081-13-07.9W Painting and Lighting Specifications: None

Matches 1-6 (of 6)
1

ASR Help	ASR License Glossary - FAQ - Online Help - Documentation - Technical Support
ASR Online Systems	TOWAIR- CORES - ASR Online Filing - Application Search - Registration Search
About ASR	Privacy Statement - About ASR - ASR Home
Registration Search	By Registration Number SUBMIT

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506

GENERAL

Parcel Id:	35-21-31-512-0000-0020
Owner:	AHG GROUP LLC
Mailing Address:	1551 SANDSPUR RD
City,State,ZipCode:	MAITLAND FL 32751
Property Address:	1680 MCCULLOCH RD
Facility Name:	WINN DIXIE CARILLON-LOCKWOOD RD
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	
Dor:	16-RETAIL CENTER-ANCHOR

2007 WORKING VALUE SUMMARY

Value Method:	Income
Number of Buildings:	1
Depreciated Bldg Value:	$0
Depreciated EXFT Value:	$0
Land Value (Market):	$0
Land Value Ag:	$0
Just/Market Value:	$4,181,054 *
Assessed Value (SOH):	$4,181,054 *
Exempt Value:	$0
Taxable Value:	$4,181,054

Tax Estimator

2007 Notice of Proposed Property Tax

(* Income Approach used.)

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
SPECIAL WARRANTY DEED	02/2006	06155	1167	$5,000,000	Improved	Yes
SPECIAL WARRANTY DEED	08/1999	03717	1475	$2,273,200	Vacant	Yes
SPECIAL WARRANTY DEED	08/1998	03480	0322	$1,328,200	Vacant	Yes

Find Sales within this DOR Code

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$69,448
2006 Taxable Value:	$4,309,492

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
SQUARE FEET	0	0	318,859	6.00	$1,913,154
ACREAGE	0	0	8.770	400.00	$3,508

LEGAL DESCRIPTION

PLATS: Pick...

LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28

BUILDING INFORMATION

Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	MASONRY PILAS	2000	16	47,316	1	STUCCO WITH WOOD OR METAL STUDS	$2,943,844	$3,226,130

Subsection / Sqft	OPEN PORCH FINISHED / 564
Subsection / Sqft	OPEN PORCH FINISHED / 1666
Subsection / Sqft	OPEN PORCH UNFINISHED / 240
Subsection / Sqft	OPEN PORCH UNFINISHED / 115

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New

COMMERCIAL ASPHALT DR 2 IN	2000	157,601	$118,319	$143,417
COMMERCIAL CONCRETE DR 4 IN	2000	18,224	$32,024	$38,817
IRON FENCE	2000	595	$2,454	$2,975
BLOCK WALL	2000	2,380	$5,891	$7,140
POLE LIGHT STEEL 1 ARM	2000	9	$8,676	$8,676
POLE LIGHT STEEL 4 ARM	2000	15	$84,495	$84,495

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record: or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I AHG GROUP, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____
1680 McCULLOCH RD WINN DIXIE CARILLON - Lockwood RD
PARCEL I.D # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map (circle one or more) from FOR A SPECIAL EXCEPTION FOR A 120' Flagpole and affirm that Telecommunications Tower

IBCom Properties, LLC is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

AHG Grp. LLC

By: _____
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 19th day of Sept, 2007.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me or who has produced _____ has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.

Jeannette Richardson
Notary Public in and for the County and State
Aforementioned

JEANNETTE RICHARDSON
Comm# DD0650644
Expires 4/28/2011
Florida Notary Assn., Inc

My Commission Expires: _____

JEANNETTE RICHARDSON
Comm# DD0650644
Expires 4/28/2011
Florida Notary Assn., Inc

Notice of Proposed Construction or Alteration (7460-1)

Project Name: TBCOM-000077007-07 **Sponsor:** TBCOM Properties, LLC-TO

Details for Case : TB172 (54426)

Show Project Summary

Case Status

ASN: 2007-ASO-5007-OE
Status: Accepted
Date Accepted: 09/11/2007
Date Determined:
Letters: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent
if Temporary : Months: Days:
Work Schedule - Start:
Work Schedule - End:
State Filing:

Structure Summary

Structure Type: Antenna Tower
Structure Name: TB172 (54426)
FCC Number:
Prior ASN:

Structure Details

Latitude: 28° 36' 47.2'' N
Longitude: 81° 11' 25.87'' W
Horizontal Datum: NAD83
Site Elevation (SE): 48 (nearest foot)
Structure Height (AGL): 150 (nearest foot)
Marking/Lighting: None
Other :
Nearest City: Orlando
Nearest State: Florida
Traverseway: No Traverseway
Description of Location: The site is locatd 51,909' or 8.54 NM on a True Bearing of 061.68 degrees from the ARP of Executive Airport.
Description of Proposal:

Common Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Specific Frequencies

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

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I AHG Group, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____
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PARCEL I.D # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map (circle one or more) from For A SPECIAL EXCEPTION FOR A 120' Flag Pole and affirm that TBCom Properties, LLC is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request. Telecommunications Tower

AHG Group LLC

By: _____
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 19th day of Sept, 2007.

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WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.

Jeannette Richardson
Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

JEANNETTE RICHARDSON
Comm# DD0650644
Expires 4/28/2011
Florida Notary Assn., Inc

JEANNETTE RICHARDSON
Comm# DD0650644
Expires 4/28/2011
Florida Notary Assn., Inc

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Project Name: TBCOM-000077007-07 **Sponsor:** TBCOM Properties, LLC-TO

Details for Case : TB172 (54426)

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ASN: 2007-ASO-5007-OE
Status: Accepted
Date Accepted: 09/11/2007
Date Determined:
Letters: None

Construction / Alteration Information

Notice Of: Construction
Duration: Permanent
if Temporary : Months: Days:
Work Schedule - Start:
Work Schedule - End:
State Filing:

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Structure Type: Antenna Tower
Structure Name: TB172 (54426)
FCC Number:
Prior ASN:

Structure Details

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Nearest State: Florida
Traverseway: No Traverseway
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Common Frequency Bands

Low Freq	High Freq	Freq Unit	ERP	ERP Unit
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Specific Frequencies

MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT DECEMBER 3, 2007 MEETING ITEM# 23

1680 McCulloch Road – TBCOM Properties, applicant; Request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development); Located on the north side of McCulloch Road approximately 330 feet east of Lockwood Boulevard; (BS2007-20). (District 1)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated that the applicant proposed to construct a 130 feet communication tower that would be flagpole in design. She further stated the subject property was located in the Carillon Planned Unit Development it is parcel 202, which permits C-1 (Retail Commercial) district uses. She then stated that the property was previously used as a Winn-Dixie grocery story, however the store is closed and the building is vacant. She also stated that the area proposed for the communication tower was located on the southeast side of parcel 202, adjacent to a large conservation area. She further stated that the request was reviewed by Seminole County's Business Innovation and Technology Services Department Operation's Division and their analysis of the proposed communication tower found that the proposed proximity to Seminole County Fire Station 65, output power, lack of IM studies and proposed radio spectrum that would be used to propagate radio signals from the communication tower appears it would severely affect First Responder radio communications for Seminole County Government and recommendation for erection of this tower should not be granted. She lastly stated that based upon the stated findings, staff recommended the Board of Adjustment deny the request for a 130 feet communication tower.

Mary Solik stated that she was Counsel for TBCOM Properties. She then stated that three of the Board of Adjustment members were present in August when they were there with a slightly different application, which was for a 120 feet camouflage tower. She further stated that the proposed property was zoned a Planned Unit Development, which permitted C-1 uses. She then stated that under C-1 zoning the use of a camouflage tower may be permitted administratively by the Planning Manager. She also stated that the Acting Planning Manager, Tina Williamson denied their request for a 120 feet camouflage tower and then they came before the Board of Adjustment who overturned the Planning Manager's decision by a vote of (4-1). She further stated that the decision was appealed to the Board of County Commissioners and they heard the application on September 25, 2007 and they overturned the Board of Adjustment decision by a (3-2) vote, so here we are tonight on a special exception application for a 130 foot communication tower. She then

walked the Board of Adjustment through the neighborhood by showing them pictures of the Chevron sign in an outparcel in the area; picture of the Winn-Dixie signage, a view of the Orange – Seminole County Fire Station; the new UCF Stadium, view of the UCF Police Training Facility and the Carillon Methodist Church. She also stated that the area was a mixed use area with commercial, religious institutions, educational and residential uses and they felt the camouflage tower flagpole would be consistence with the development trend in the area. She stated to further demonstrate the compatibility with the flagpole to the neighborhood they did a photo simulation of the flag pole showing the over all area they flew a balloon at 130 feet taking pictures so the Board could see what the flagpole would look like from different views. She further stated that staff had determined that the site would severely affect the First Responder radio communications for Seminole County Fire Station 65, but it was their legal and technical position that the FCC maintained control over the radio spectrum and the Board of Adjustment could not approve or deny the request based on radio frequency issues. She then stated that her second legal technical argument was that the state law also prevented the Board of Adjustment from approving or denying the application on that basic and finally there is nothing in the code that required a review of the radio frequency. She also stated that TBCOM is a tower builder they don't transmit or receive signals they are a vertical real estate company. She further stated that she had been doing towers since 1997 and this was the first time she had ever had an intermodulation problem. She then stated that TBCOM lease space on the tower to wireless carriers. She then referred to the memo from Tommy Oliveras; reading from the third paragraph stating:

- Based on the information supplied within the Special Exception Application Package and the proposed close proximity to Seminole County Government Fire Station 65, output power, lack of IM studies and proposed radio spectrum that will be used to propagated radio signals from this communication tower it appears that this site will severely affect First Responder radio communications for Seminole County an recommendation for erection of this communication tower should not be granted.

She then stated that they did not submit anything for Mr. Oliveras to review. She also referred to the letter from Televate and stated that she studied the letter and it does not state that the proposed tower would severely interfere with the Seminole County First Responder Radio Communication. She further stated that they wanted to walk out of the meeting with approval and they found a firm called Sitesafe, Inc and Tony Demattia would speak to the Board.

Tony Demattia stated that he worked for a company called Sitesafe and that he was provided information Thursday night from the carriers on what they were putting on the tower and that the proposed tower would be approximately 300 feet away from the Fire Station antenna. He further stated that the did not receive any information from Seminole County until today (Monday) at 5;30,

therefore he would go back and verify that there will not be any issues with the Seminole County radio system and the proposed tower. He then stated that intermodulation products are systems that are co-located together at the same facility causing mixing of frequencies. He also stated that it was highly unlikely that this would happen with the systems being 300 feet apart. He lastly stated that he would recommend to TBCOM that when a carrier put up there system that they notify the Fire Department to run a test to check all the channels to prove that there wouldl be no interference.

Mary Solik stated that she had Radio Frequency Engineers from three of the carriers that would be going on the tower. She further stated that they were all willing to submit to intermodulation testing as they go on the tower. She then stated that there was a clause in the TBCOM lease stating that the carriers would not cause interference with anybody on the pole or with anybody else.

Dan Babilla stated that he was a Radio Frequency Engineer for T-Mobile in the Orlando area. He stated that they would be willing to do an intermodular study.

Pete Nanson stated that he was a Radio Frequency Design Engineer for Verizon and that they had an application on TBCOM site to co-locate. He further stated that they currently had several towers on fire stations and they all had intermodular studies done. He lastly stated that they were willing to do the same for the TBCOM tower.

Craig O'Neal with PC Metro stated that they were willing to agree with any intermodulation study or test that needed to be preformed in accordance with the site. He further stated that they had not had any issues with similar sites in Florida and they didn't see any type of problem with the proposed facility site.

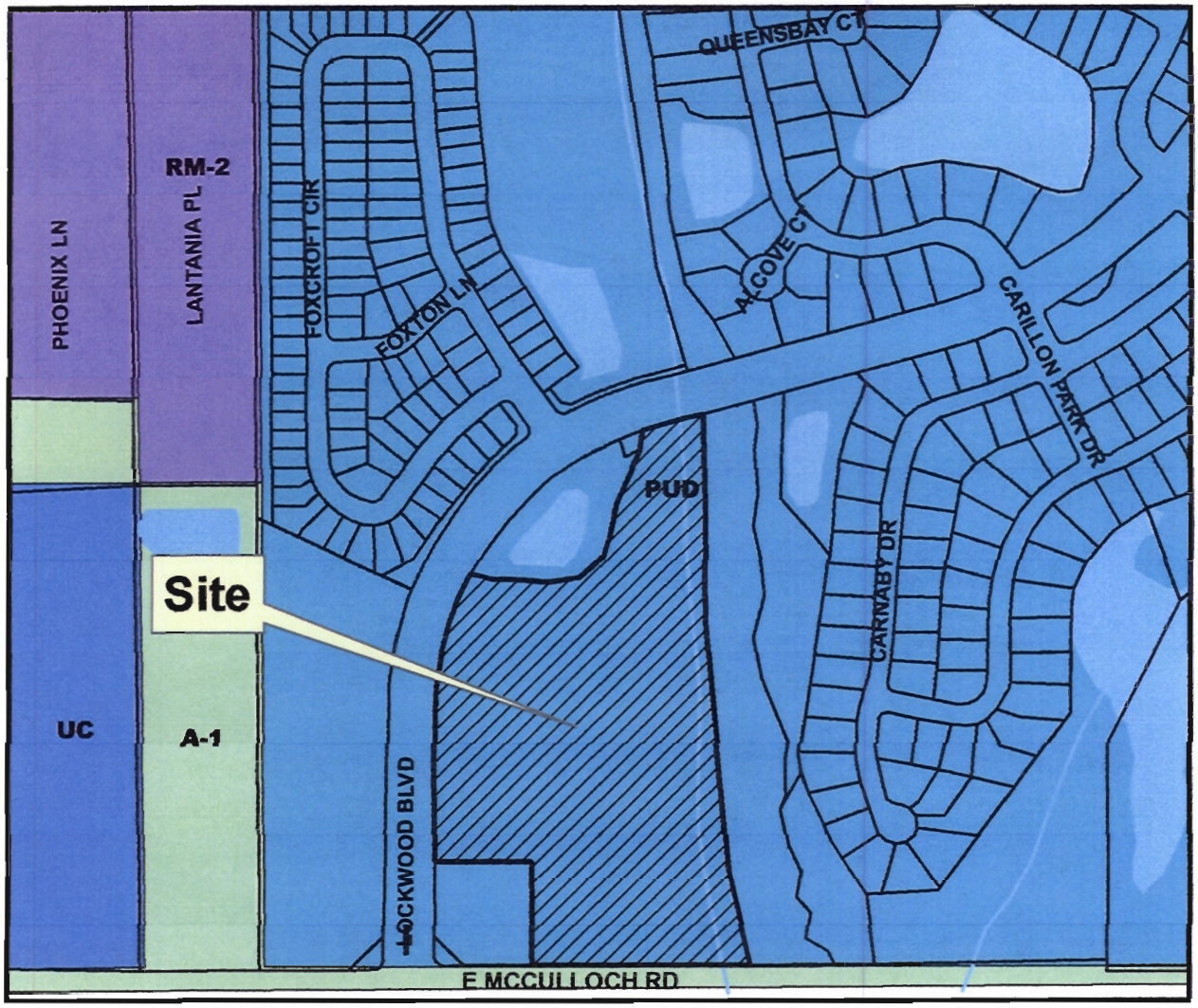
Mary Solik stated that in wrapping up their presentation, they tried very hard in a short period of time to resolve the issue of the intermodular study, but just didn't get enough information from the County in a timely manner. She further stated that they got 75% of the way and were asking that the Board of Adjustment approve the special exception with the condition that each carrier do a intermodular study when they submit for there building permit to co-locate and that they notify the Fire Department when the facility is on the air to make sure there is no interference.

Mr. Pennington made a motion to approve the special exception request.

Mr. Rozon seconded the motion.

The motion passed by (4-1) vote. Mr. Hattaway was in opposition.

TBCom Properties, LLC/AHG Group LLC
1680 McCulloch Road
Oviedo, Florida 32765

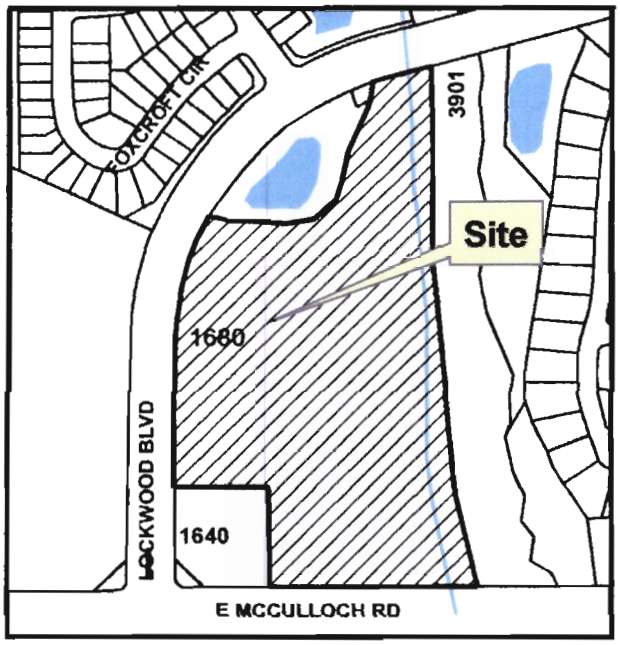


Seminole County Board of Adjustment
December 3, 2007
Case: BS2007-20 (Map 3213, Grid C7)
Parcel No: 35-21-31-512-0000-0020

Zoning

- BS2007-20
- A-1
- RM-2
- PUD
- UC

N



PARCEL NO.: 35-21-31-512-0000-0020

TBCOM PROPERTIES, LLC

TBCOM SITE NAME / NUMBER

UCF/ TB-172

ROYAL STREET COMMUNICATIONS, LLC

ROYAL STREET COMMUNICATIONS SITE NAME/NUMBER

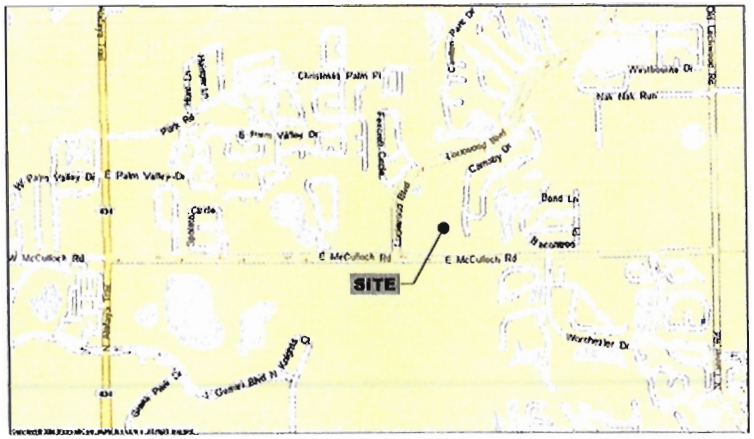
UCF- #ORD090

T-Mobile

T-MOBILE SITE NUMBER

MCCULLOCH # A2E658D

MAP NORTH



VICINITY MAP NORTH

- SR-417 TO UNIVERSITY BLVD (EAST)
- ON UNIVERSITY BLVD (EAST) TAKE A LEFT ON SR-434
- SR-434 (NORTH) TAKE A RIGHT ON E McCULLOCH RD
- ON E McCULLOCH RD TAKE A LEFT ON LOCKWOOD BLVD
- SITE IS ON RIGHT HAND SIDE

DRIVING DIRECTIONS

TBCOM IS PROPOSING TO CONSTRUCT A NEW TOWER SITE ON A RAWLAND PARCEL, CONSISTING OF A 130' MONOPOLE AND PROPOSED FUTURE CARRIER AREAS.

PROJECT SUMMARY

CAUTION

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE IN EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR

IF YOU DIG FLORIDA... CALL US FIRST! 1-800-432-4770 WARNING BEFORE DIGGING IN THE STATE OF FLORIDA, INC. IT'S THE LAW

FOR EMERGENCIES CALL: 911

POWER
PROGRESS ENERGY
TEL: (800) 700-8744

TELEPHONE
BELL SOUTH
TEL: (800) 753-2909

UTILITIES

DEVELOPER/TOWER OWNER
TBCOM PROPERTIES, LLC
1133 LOUISIANA AVE STE 114
WINTER PARK, FL 32789
TEL: (407) 622-1377
CONTACT: TIM O'SHAUGHNESSY

PROPERTY ADDRESS
1680 McCULLOCH RD
OVIEDO, FLORIDA 32765
SEMINOLE COUNTY

PROPERTY OWNER (PARENT PARCEL)
AHG GROUP LLC
PARCEL NO.: 35-21-31-512-0000-0020
ZONING: PUD

CONSULTANT
FORESITE GROUP, INC.
231 N. KENTUCKY AVE., SUITE 2
LAKELAND, FL 33801
TEL: (863) 603-4044
FAX: (863) 603-4645
CONTACT: ADRIAN ROZEN

MUNICIPALITY
SEMINOLE COUNTY

CONTACTS

SHEET	DESCRIPTION	REV
T-1	COVER SHEET	0
	SURVEY (BY WSP CONSULTANTS)	0
Z-1	OVERALL SITE PLAN	0
Z-2	ENLARGED SITE PLAN & TOWER ELEVATION	0
Z-3	LANDSCAPING & FENCE DETAILS	0

SHEET INDEX

SITE DATA:
LATITUDE 28° 36' 46.76" NORTH
LONGITUDE: 81° 11' 25.79" WEST
GROUND ELEVATION- 48.0 FT (AMSL)

PROPOSED TOWER = 130' FLAGPOLE

DESIGN DATA:

DESIGN CODE	:FLORIDA BLDG. CODE-2004 & TIA/EIA 222-G
BASIC WIND SPEED	:110 MPH (3 SECOND GUST)
WIND IMPORTANCE FACTOR	:1.0
EXPOSURE CATEGORY	B
INTERNAL PRESSURE COEF.	:N/A
COMPONENT & CLADDING WIND PRESSURES	:N/A

PROJECT DATA

foresite group

Foresite Group, inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, FL 33801

o 1 863.603.4044
f 1 863.603.4645

www.foresitegroupinc.com
FL CA 26115

ADRIAN D. ROZEN

FLORIDA LICENSED PROFESSIONAL ENGINEER No. 57905

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY DIRECTION ON THE DATE SHOWN BASED ON THE INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO ACCEPTED ENGINEERING PRACTICES IN THE STATE OF FLORIDA PURSUANT TO SECTION 471, FLORIDA STATUTES. IN ADDITION, TO THE BEST OF THIS ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

REVISIONS

NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

FORESITE JOB NUMBER
067.019

ISSUED FOR:	SITE PLAN REVIEW
DESIGNED BY:	ADR
DRAWN BY:	HMR
APPROVED BY:	ADR
DATE:	AUGUST 2006

PROJECT NAME
UCF
TB-172

SHEET TITLE
COVER SHEET

DRAWING NUMBER
T-1

SKETCH OF PARENT TRACT BOUNDARY

1580 EAST McCULLOCH ROAD, MAITLAND, FL 32765

UCF - TB 172

SCALE: 1" - 100'

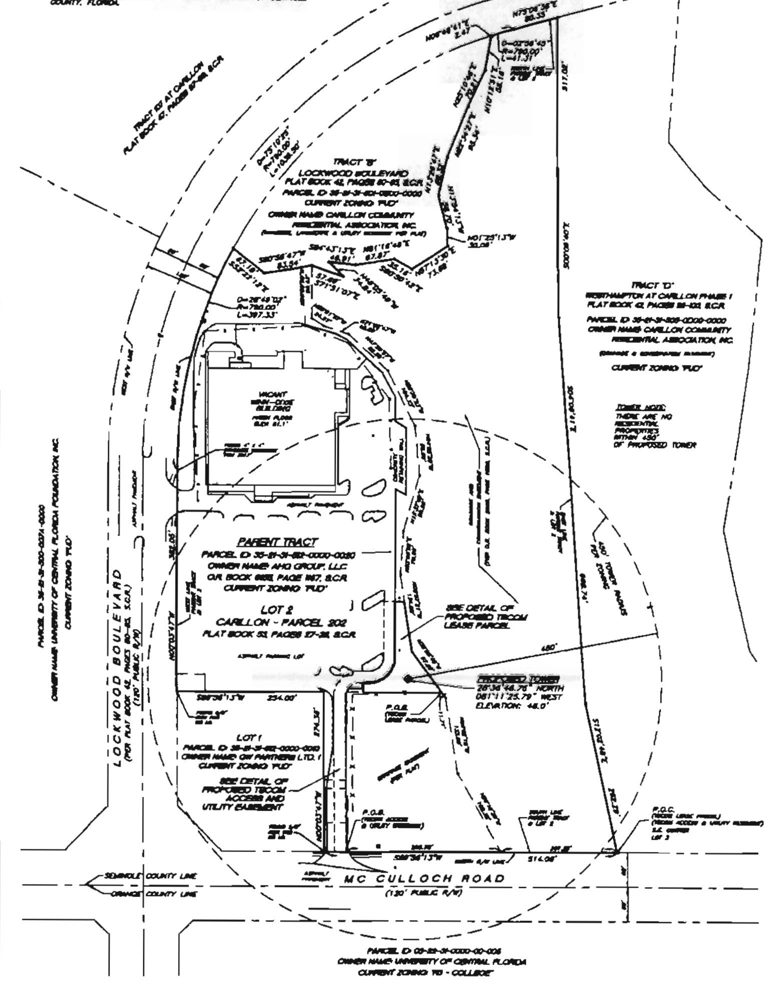
BEARINGS ARE PLAT

DESCRIPTION OF PARENT TRACT

(AS RECORDED IN OFFICIAL RECORD BOOK 6155, PAGE 1167 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA)

LOT 2, CARILLON - PARCEL 202, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

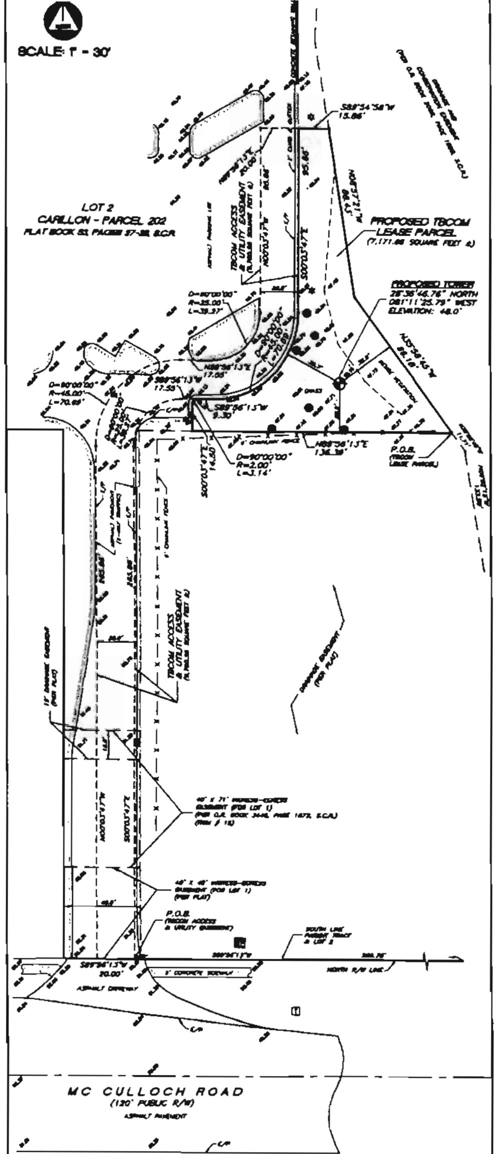
TOGETHER WITH EASEMENT BENEFITING THE PROPERTY CONTAINED IN THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS RECORDED AUGUST 13, 1998 IN OFFICIAL RECORDS BOOK 3480, PAGE 313, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



FLOOD ZONE INFORMATION						
COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120289	0230	E	4/17/95	X	N/A	N/A

DETAIL OF TBCOM LEASE PARCEL AND TBCOM ACCESS AND UTILITY EASEMENT

SCALE: 1" - 30'



DESCRIPTION OF TBCOM LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF LOT 2, CARILLON - PARCEL 202, AS RECORDED IN PLAT BOOK 53, PAGES 27-28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE ON A PLAT BEARING OF S89°56'13"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 207.29 FEET;

THENCE N29°16'30"W A DISTANCE OF 152.35 FEET;

THENCE N09°02'15"W A DISTANCE OF 133.58 FEET;

THENCE N35°58'45"W A DISTANCE OF 11.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N35°58'45"W A DISTANCE OF 86.18 FEET;

THENCE N08°57'21"W A DISTANCE OF 86.43 FEET;

THENCE S88°54'58"W A DISTANCE OF 15.86 FEET;

THENCE S00°03'47"E A DISTANCE OF 95.86 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE S89°56'13"W A DISTANCE OF 9.30 FEET TO POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 2.00 FEET FOR AN ARC DISTANCE OF 3.14 FEET TO A POINT OF TANGENCY;

THENCE S00°03'47"E A DISTANCE OF 14.50 FEET;

THENCE N89°56'13"E A DISTANCE OF 136.39 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN SEMINOLE COUNTY, FLORIDA, CONTAINING 7,171.88 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF TBCOM ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 2, CARILLON - PARCEL 202, AS RECORDED IN PLAT BOOK 53, PAGES 27-28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE ON A PLAT BEARING OF S89°56'13"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 207.29 FEET;

THENCE CONTINUE S89°56'13"W CONTINUING ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 288.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S89°56'13"W CONTINUING ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET;

THENCE N00°03'47"W A DISTANCE OF 265.86 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO SOUTHEAST;

THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE N89°56'13"E A DISTANCE OF 17.55 FEET TO POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE N00°03'47"W A DISTANCE OF 95.86 FEET;

THENCE N89°56'13"E A DISTANCE OF 20.00 FEET;

THENCE S00°03'47"E A DISTANCE OF 95.86 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO NORTHWEST;

THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 45.00 FEET FOR AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE S89°56'13"W A DISTANCE OF 17.55 FEET TO POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE S00°03'47"E A DISTANCE OF 265.86 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN SEMINOLE COUNTY, FLORIDA, CONTAINING 8,780.38 SQUARE FEET, MORE OR LESS.

TITLE INSURANCE COMMITMENT REVIEW NOTE

I HAVE REVIEWED THE COMMITMENT FOR TITLE INSURANCE UNDERWRITTEN BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-1196866, DATED MAY 12, 2006, AND FIND AS FOLLOWS WITH RESPECT TO EXCEPTIONS 1-22 LISTED ON SCHEDULE B - SECTION 2 OF SAID COMMITMENT:

1-6. STANDARD EXCEPTIONS, NOT THE TYPE TO BE DEPICTED HEREON.

7. PROPERTY TAXES CHED STATEMENT, NOT THE TYPE TO BE DEPICTED HEREON.

8-9, 11-13. RECORDED PRIOR TO PLATTING - PARENT TRACT LIES WITHIN LANDS DESCRIBED HEREIN
DOES NOT AFFECT PARENT TRACT
DOES NOT AFFECT TBCOM LEASE PARCEL
DOES NOT AFFECT TBCOM ACCESS AND UTILITY EASEMENT

10. PLOTTED HEREON - DRAINAGE & CONSERVATION EASEMENT
DOES AFFECT A PORTION OF THE PARENT TRACT
DOES NOT AFFECT TBCOM LEASE PARCEL
DOES NOT AFFECT TBCOM ACCESS & UTILITY EASEMENT

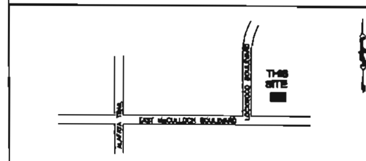
14. PLAT MATTERS - PLOTTED HEREON - BLANKET IN NATURE

15. PLOTTED HEREON - CROSS ACCESS AGREEMENT & GRANT OF EASEMENT
DOES AFFECT PORTIONS OF THE PARENT TRACT
DOES NOT AFFECT TBCOM LEASE PARCEL
DOES AFFECT A PORTION OF TBCOM ACCESS AND UTILITY EASEMENT

16-20. DESCRIBES PARENT TRACT - BLANKET IN NATURE

21-22. NOT DEPICTED HEREON.

UCF - TB 172



LOCATION SKETCH

SECTION 35-21-31
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
S.C.R.	SEMINOLE COUNTY RECORDS
ELEV.	ELEVATION
W/	WITH
L.B.	LICENSED BUSINESS
R/W	RIGHT-OF-WAY
E/P	EDGE OF PAVEMENT
O.R.	OFFICIAL RECORD

CYPRESS TREE
SPOT ELEVATION
TELCO SERVICE
LAMP POST
CATCH BASIN
ELECTRIC TRANSFORMER

PROPOSED TOWER INFORMATION

LATITUDE = 28°36'46.76" NORTH
LONGITUDE = 081°11'25.79" WEST
NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90)

EXISTING AVERAGE GROUND ELEVATION AT TOWER = 48.0 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

REPORT OF SPECIFIC PURPOSE SURVEY

1. THE PARENT TRACT SHOWN HEREON IS BASED ON A SEARCH CONDUCTED BY WSP CONSULTANTS, INC. OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

2. THIS IS NOT INTENDED TO REFLECT A BOUNDARY SURVEY OF THE PARENT TRACT. UNLESS OTHERWISE NOTED HEREON RECORD AND MEASURED VALUES (SHOWN) ARE IN SUBSTANTIAL AGREEMENT.

3. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE EXISTING FEATURES WITHIN THE PARENT TRACT FOR THE FUTURE INSTALLATION OF CELLULAR EQUIPMENT.

4. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE FLORIDA MINIMUM TECHNICAL STANDARDS (61G17-6 F.A.C.) THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.

5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE.

6. HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA TCRA 1105" TOTAL STATION AND "ALLEGRO CE CARLSON" DATA COLLECTION SYSTEM.

7. ELEVATIONS OF WELL-IDENTIFIED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL ACCURACY OF 0.1'.

8. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY.

9. UNDERGROUND FOUNDATIONS AND/OR UTILITIES HAVE NOT BEEN LOCATED.

10. FLOOD ZONE INFORMATION SHOWN HEREON WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM).

11. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO N.G.S. CONTROL POINT: "GS 0177 TIMOTHY FRANCIS", PID AK7284 - ELEVATION: 48.86 FEET

12. THE VALUES FOR THE LATITUDE, LONGITUDE AND ELEVATIONS SHOWN HEREON ARE WITHIN THE ALLOWABLE TOLERANCES FOR THE FEDERAL AVIATION ADMINISTRATION 2-C LETTER.

13. THE LATITUDE AND LONGITUDE SHOWN HEREON WERE OBTAINED UTILIZING THE FOLLOWING NGS CONTROL POINT: "GS 0177 TIMOTHY FRANCIS", PID AK7284 THIS SURVEY CONTROL POINT HAS A PUBLISHED VALUE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/1990 (NAD83/90), AS PROJECTED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE). THE MEASUREMENTS WERE OBTAINED UTILIZING "SOKKIA STRATUS" GPS RECEIVERS AND POST-PROCESSED WITH SOKKIA SPECTRUM SOFTWARE.

"GS 0177 TIMOTHY FRANCIS"
1,536,290.61 N
601,381.13 E

14. THE TBCOM LEASE PARCEL SHOWN IN THIS SURVEY LIES ENTIRELY WITHIN THE DESCRIBED PARENT PARCEL.

15. THE SURVEYOR HAS REVIEWED THE COMMITMENT FOR TITLE INSURANCE FILE NO. 2037-1196866 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 12, 2006, ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT COMMITMENT THAT ARE PERTINENT TO THE TBCOM LEASE PARCEL, AND ITS ACCESS AND UTILITY EASEMENTS, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED ON THIS SURVEY. THE SURVEYOR RELIED SOLELY UPON THAT COMMITMENT WITH RESPECT TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES AGREEMENTS, RESERVATIONS AND OTHER SIMILAR MATTERS.

16. BASED UPON THE COMMITMENT FOR TITLE INSURANCE, THE TBCOM LEASE PARCEL HAS ACCESS TO McCULLOCH ROAD A PUBLIC RIGHT-OF-WAY, BY MEANS OF THE ACCESS EASEMENT DEPICTED HEREON. THE EASEMENT LIES ENTIRELY WITHIN THE PARENT TRACT AS DESCRIBED IN THE TITLE COMMITMENT AND NO EASEMENTS OR RIGHTS OF OTHER THIRD PARTIES DISCLOSED BY THAT COMMITMENT WOULD PRECLUDE ACCESS OVER THE PARENT TRACT FROM THE TBCOM LEASE PARCEL TO THAT PUBLIC RIGHT-OF-WAY.

CERTIFIED TO:
TBCOM PROPERTIES, LLC, ITS AFFILIATES, SUBSIDIARIES AND LENDERS

CERTIFICATE

I, WILLIAM S. PAYNE, DO HEREBY STATE THAT THIS MAP OF SPECIFIC PURPOSE SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS MAP OF SPECIFIC PURPOSE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR SURVEYING AND MAPPING STATED IN RULE 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

WILLIAM S. PAYNE
PROFESSIONAL SURVEYOR AND MAPPER (LS 5665)
WSP CONSULTANTS, INC. (LB 7186)
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
WILLIAM S. PAYNE
LS#5665

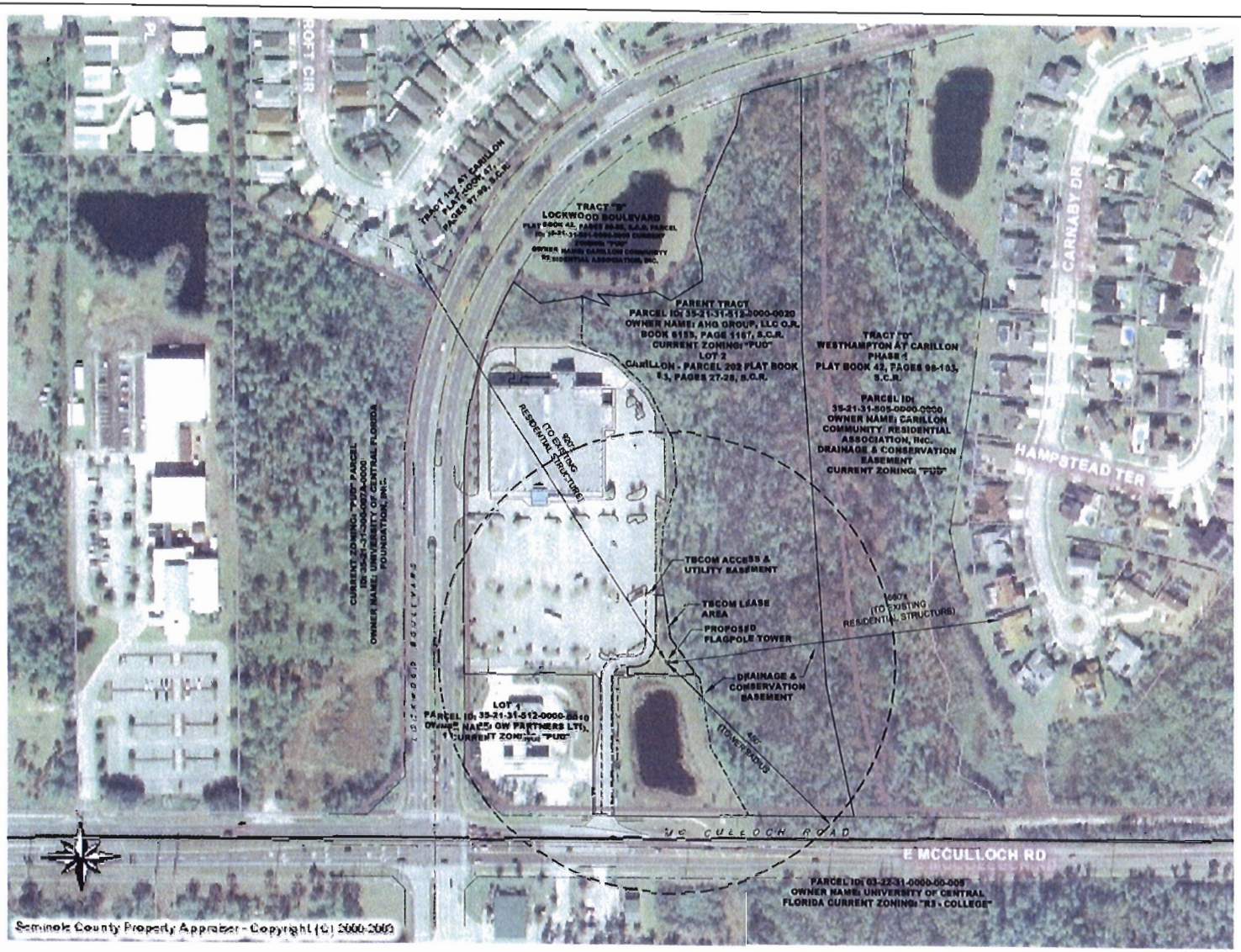
SURVEY DATE:	06/13/06
DRAWN:	WSP
CHECKED:	WSP
MANAGER:	WSP
DWG FILE:	06-1097.DWG
JOB FILE:	

NO.	DATE	REVISION	BY

WSP Consultants, Inc.
SURVEYORS & MAPPERS
18815 ANNELIS DRIVE, LUTZ, FL 33548
PHONE (813) 964-7840 FAX (813) 964-9760
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION
LB 7186, STATE OF FLORIDA

MAP OF SPECIFIC PURPOSE SURVEY
UCF - TB 172
PREPARED FOR:
TBCOM Properties
LOCATED IN:
SEMINOLE COUNTY, FLORIDA

PROJECT NO: 06-1097
SHEET NO: 1 OF 1



OVERALL SITE PLAN

GRAPHIC SCALE

200' 0' 100' 200' 400'

(Scale in feet)

11x17 Scale: 1"=200'

foresite group

Foresite Group, inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, FL 33801

o 1.863.603.4044
f 1.863.603.4645

www.foresitegroupinc.com
FL CA 26115

ADRIAN D. ROZEN

FLORIDA LICENSED PROFESSIONAL ENGINEER No. 57905

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY DIRECTION ON THE DATE SHOWN BASED ON THE INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO ACCEPTED ENGINEERING PRACTICES IN THE STATE OF FLORIDA PURSUANT TO SECTION 471, FLORIDA STATUTES. IN ADDITION, TO THE BEST OF THIS ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

REVISIONS		
NO	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

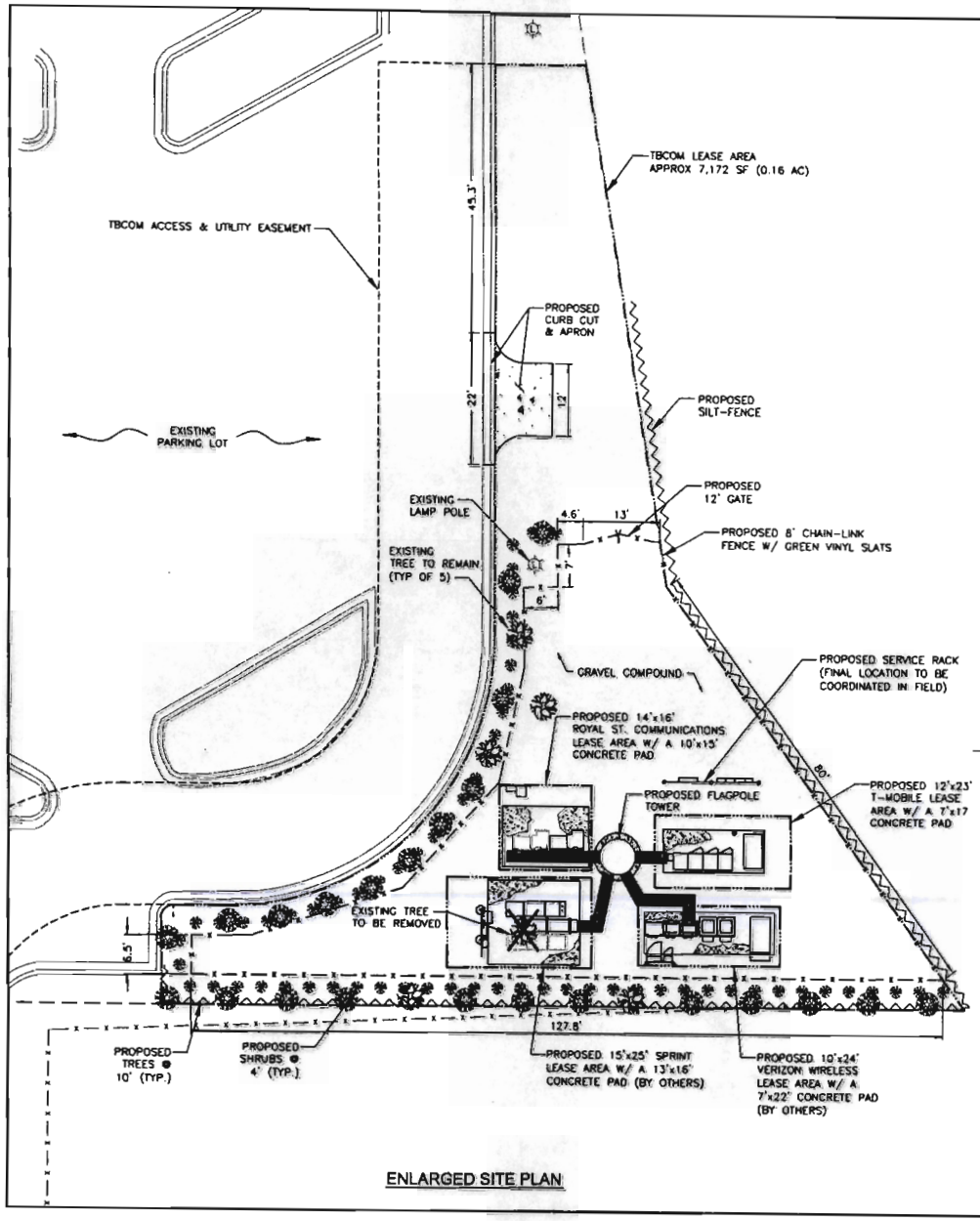
FORESITE JOB NUMBER
067.019

ISSUED FOR:	SITE PLAN REVIEW
DESIGNED BY:	ADR
DRAWN BY:	HHR
APPROVED BY:	ADR
DATE:	AUGUST 2006

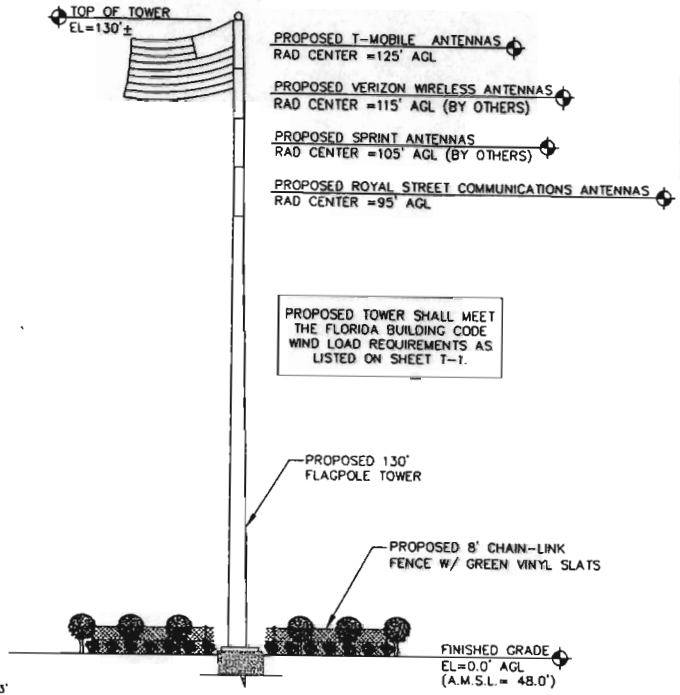
PROJECT NAME
UCF TB-172

SHEET TITLE
OVERALL SITE PLAN

DRAWING NUMBER
Z-1



ENLARGED SITE PLAN



TOWER ELEVATION
NOT TO SCALE

GRAPHIC SCALE

20' 0' 10' 20' 40'

(Scale in feet)
11x17 Scale: 1"=20'

foresite group

Foresite Group, inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, FL 33801

o 1 863.603.4044
f 1 863.603.4645

www.foresitegroupinc.com
FL CA 26115

ADRIAN D. ROZEN

FLORIDA LICENSED PROFESSIONAL ENGINEER
No. 57905

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REVISIONS		
NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

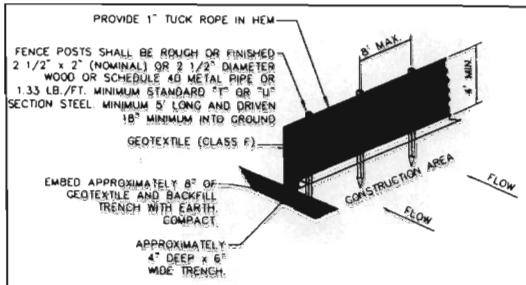
FORESITE JOB NUMBER
067.019

ISSUED FOR:	SITE PLAN REVIEW
DESIGNED BY:	ADR
DRAWN BY:	HMR
APPROVED BY:	ADR
DATE:	AUGUST 2006

PROJECT NAME
UCF
TB-172

SHEET TITLE
ENLARGED SITE PLAN AND TOWER ELEVATION

DRAWING NUMBER
Z-2



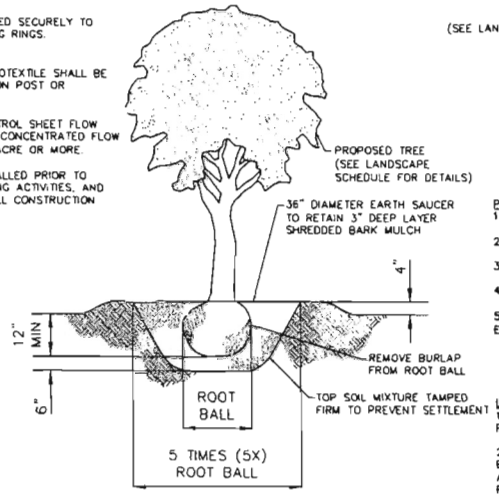
SILT FENCE DETAIL (IF REQUIRED)
NOT TO SCALE

SILT FENCE NOTES:

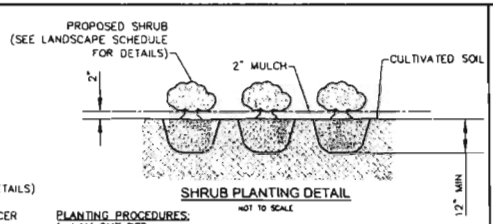
1) GEOTEXTILE FABRIC TO BE FASTENED SECURELY TO FENCE POST BY WIRE TIES OR HOG RINGS. (3 FASTENERS PER POST.)
2) ENDS OF INDIVIDUAL ROLLS OF GEOTEXTILE SHALL BE SECURELY FASTENED TO A COMMON POST OR OVERLAPPED 3" MINIMUM.
3) THIS DEVICE IS INTENDED TO CONTROL SHEET FLOW ONLY. DO NOT USE IN AREAS OF CONCENTRATED FLOW WITH A DRAINAGE AREA OF 1/2 ACRE OR MORE.
4) ALL SILT FENCING SHALL BE INSTALLED PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES, AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETED.

FENCE NOTES:

1) FINISH POSTS SHALL CONFORM TO ASTM-F1083
2) FINISH FABRIC SHALL CONFORM TO ASTM-A392
3) INSTALL FENCING PER ASTM F-567
4) INSTALL SWING GATES PER ASTM F-900
5) LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
6) POSTS & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPES TO BE SI HOT DIP. ASTM A120 GRADE "A" STEEL. ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
7) ALL OPEN POSTS SHALL HAVE END-CAPS.
8) USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
9) ALL SIGNS SHALL BE MOUNTED ON INSIDE OF FENCE FABRIC.
10) THE WIRE SHALL BE MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS.
11) TENSION WIRE SHALL BE 9 GA GALVANIZED STEEL.
12) BARBED WIRE, IF REQUIRED, SHALL BE DOUBLE STRAND TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APROXIMATELY 5" CENTERS.
13) FINISH GRADE SHALL BE UNIFORM AND LEVEL.
14) CONCRETE FOUNDATIONS SHALL CONSIST OF 2000 PSI CONCRETE.



TREE PLANTING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

PLANTING PROCEDURES:
1. LAY OUT BED.
2. ROTOTILL BED TO 12" DEPTH.
3. INSTALL PLANTS AND MULCH.
4. WATER THOROUGHLY.
5. IF UNABLE TO ROTOTILL DUE TO TREE ROOTS, HAND DIG HOLE (FOR EACH PLANT) 12" WIDE AND 6" DEEPER THAN CONTAINER.

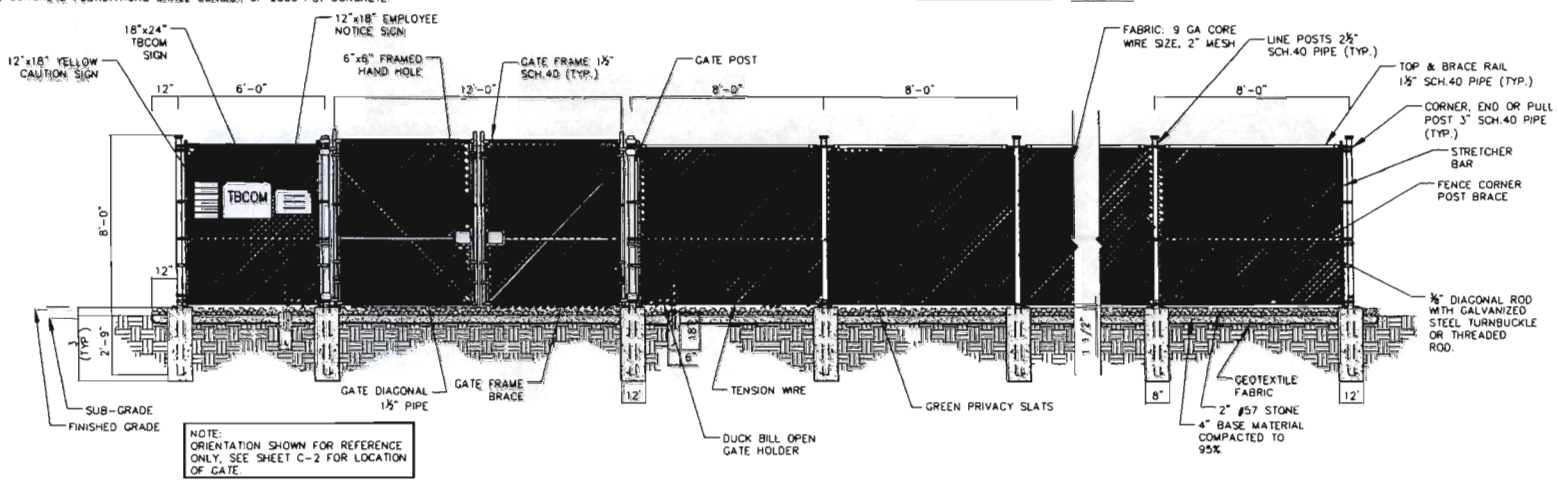
LANDSCAPING NOTES:
1. ALL TREES AND SHRUBS TO BE XERISCAPE SPECIES INDICATED ON PLANS. LANDSCAPING INTENDED TO SURVIVE ON NORMAL RAINFALL.
2. CONTRACTOR SHALL WARRANTY ALL PLANTINGS FOR ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR SHALL REPLACE ANY DEAD OR DISCOLORED TREES/SHRUBS WITHIN THE WARRANTY PERIOD.

IRRIGATION NOTES:
THE LANDSCAPE CONTRACTOR IS EXPECTED TO MAINTAIN ALL LANDSCAPE MATERIAL FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF INSTALLATION. WATERING PROGRAM SHALL ADJUST ACCORDINGLY BASED ON RAIN DAYS PROVIDING SUFFICIENT WATERING.

RECONFIGURE EXISTING IRRIGATION AS REQUIRED TO MAINTAIN PROPER WATERING OF EXISTING AND PROPOSED LANDSCAPING.

LANDSCAPE SCHEDULE

	SPECIES	HEIGHT (MIN.)	QUANTITY	SIZE	SPACING (MAX.)	COMMENTS
TREES	LIVE OAK	8'	23	2½" DBH	10'	XERISCAPE TOLERANT
SHRUBS	VIBURNUM	24" TALL (MIN) AT PLANTING	63	-	4'	XERISCAPE TOLERANT, CAPABLE OF REACHING 36" WITHIN 12 MONTHS



NOTE:
ORIENTATION SHOWN FOR REFERENCE ONLY. SEE SHEET C-2 FOR LOCATION OF GATE.

FENCE DETAIL
NOT TO SCALE

foresite group

Foresite Group, inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, FL 33801

o 1 863.603.4044
f 1 863.603.4645

www.foresitegroupinc.com
FL CA 26115

ADRIAN D. ROZEN
FLORIDA LICENSED PROFESSIONAL ENGINEER
No. 57905

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY DIRECTION ON THE DATE SHOWN BASED ON THE INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO ACCEPTED ENGINEERING PRACTICE IN THE STATE OF FLORIDA PURSUANT TO SECTION 471, FLORIDA STATUTES. IN ADDITION, TO THE BEST OF THIS ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

REVISIONS

NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

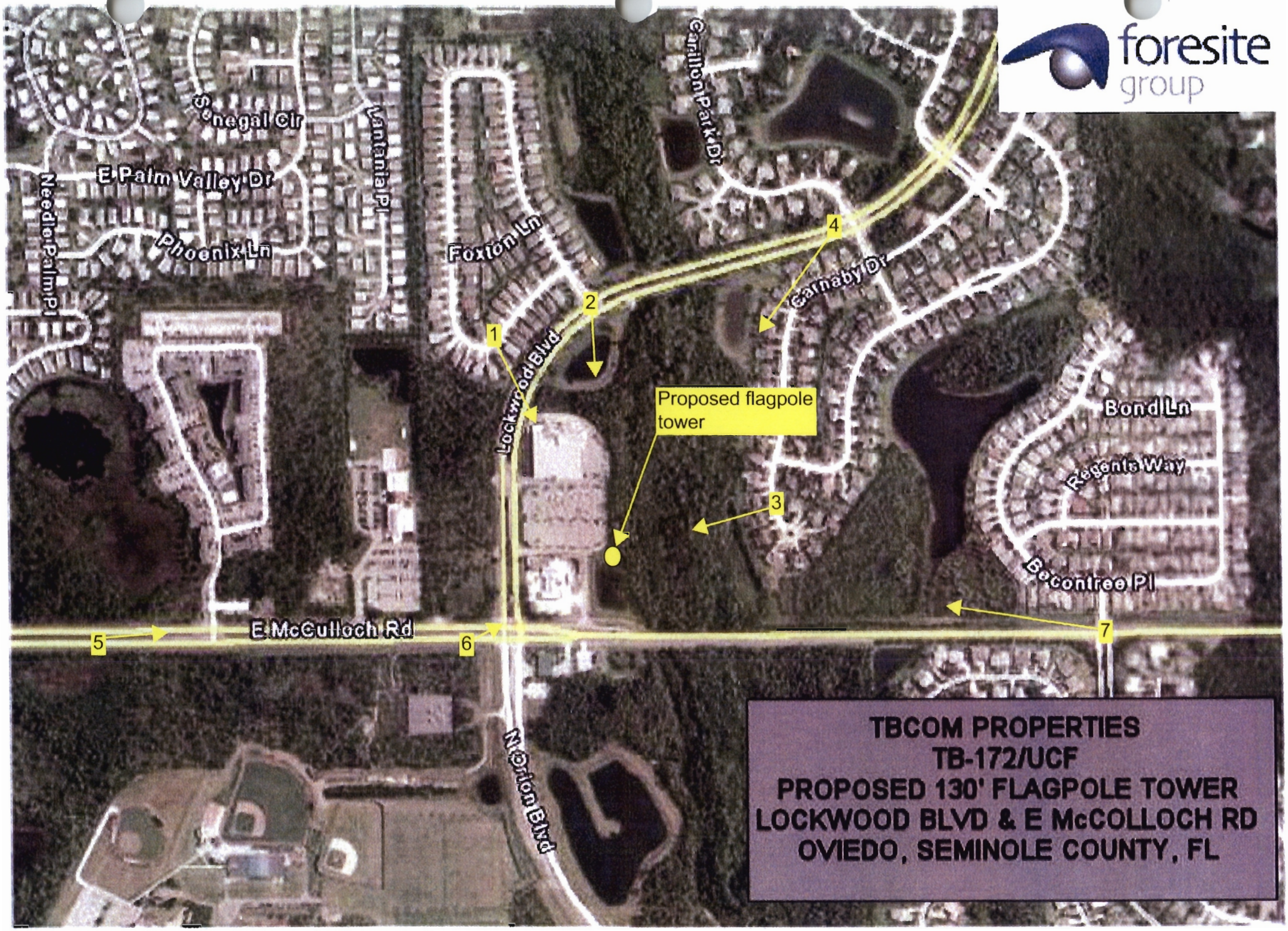
FORESITE JOB NUMBER
067.019

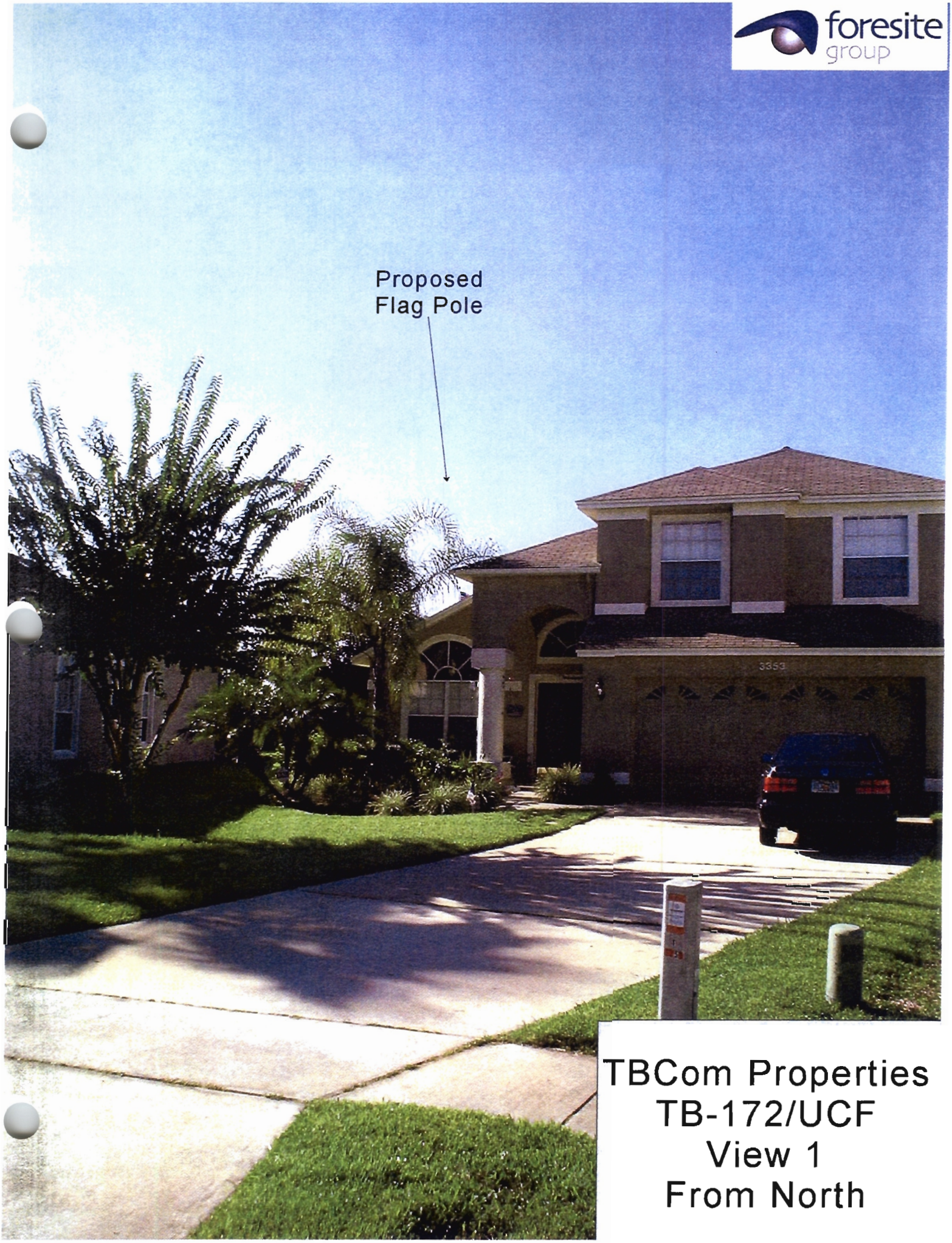
ISSUED FOR: SITE PLAN REVIEW
DESIGNED BY: ADR
DRAWN BY: HMR
APPROVED BY: ADR
DATE: AUGUST 2006

PROJECT NAME
UCF TB-172

SHEET TITLE
LANDSCAPING DETAILS

DRAWING NUMBER
Z-3

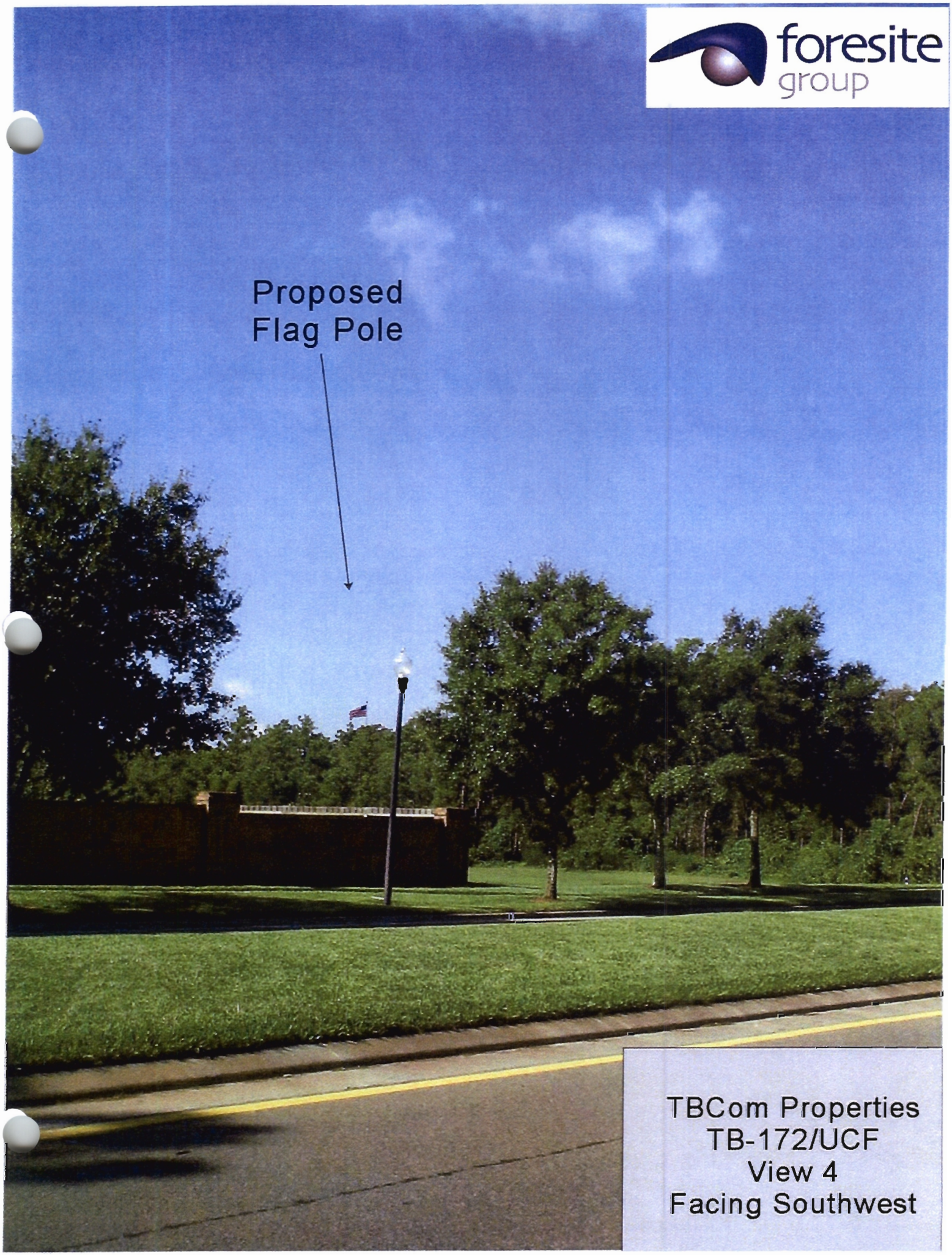

foresite group
Senegal Cir
Lantana Pl
E Palm Valley Dr
Needle Palm Pl
Phoenix Ln
Foxton Ln
Carillon Park Dr
Carnaby Dr
Lockwood Blvd
Proposed flagpole tower
Bond Ln
Regents Way
Bacontree Pl
E McCulloch Rd
N Orlon Blvd
1
2
3
4
5
6
7
TBCOM PROPERTIES
TB-172/UCF
PROPOSED 130' FLAGPOLE TOWER
LOCKWOOD BLVD & E McCOLLOCH RD
OVIEDO, SEMINOLE COUNTY, FL



TBCom Properties
TB-172/UCF
View 1
From North

TBCom Properties
TB-172/UCF
View 2
From North

TBCom Properties
TB-172/UCF
View 3
From Northeast



TBCom Properties
TB-172/UCF
View 4
Facing Southwest

TBCom Properties
TB-172/UCF
View 5
Facing Northwest

foresite
group
Proposed
Flag Pole
TBCom Properties
TB-172/UCF
View 6
From Southwest

TBCom Properties
TB-172/UCF
View 7
From East

Sprint
Together with NEXTEL

Sprint Nextel
851 Trafalgar Court
Maitland, Fl. 32751
(407)230-9743

David Coniglio
RF Engineer
Orlando RF Engineering

November 6, 2006

Re: Sprint PCS Confirmation of Co-Location Interest

Proposed Communication Facility:
OR70XC005-EKANA
1680 McCulloch Rd.
Oviedo, Fl. 32765

TO:
TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Fl. 32789

Please be advised that Sprint has expressed an interest in locating antennas and equipment on the proposed site, identified above.

The Orlando RF Design team has identified the above mentioned area for enhanced coverage by our Wireless telephone network. The placement of equipment at this tower would enhance our in-building coverage and provide additional capacity for the Ekana-Lockwood area.

During our budgeting process we determined that a tower at this location would provide voice and data to approximately 7200 Residents. This finding is based on our computer modeled propagation and US Census maps.

Our network experiences an extremely high rate of usage in the residential areas along Mcculloch Road and Lockwood Blvd. Currently, we average over 85,000 daily minutes of Voice and data use in this area. This is at a service level that we consider substandard. We believe that the traffic will increase by over 30% with the in-building coverage that the new tower would provide.

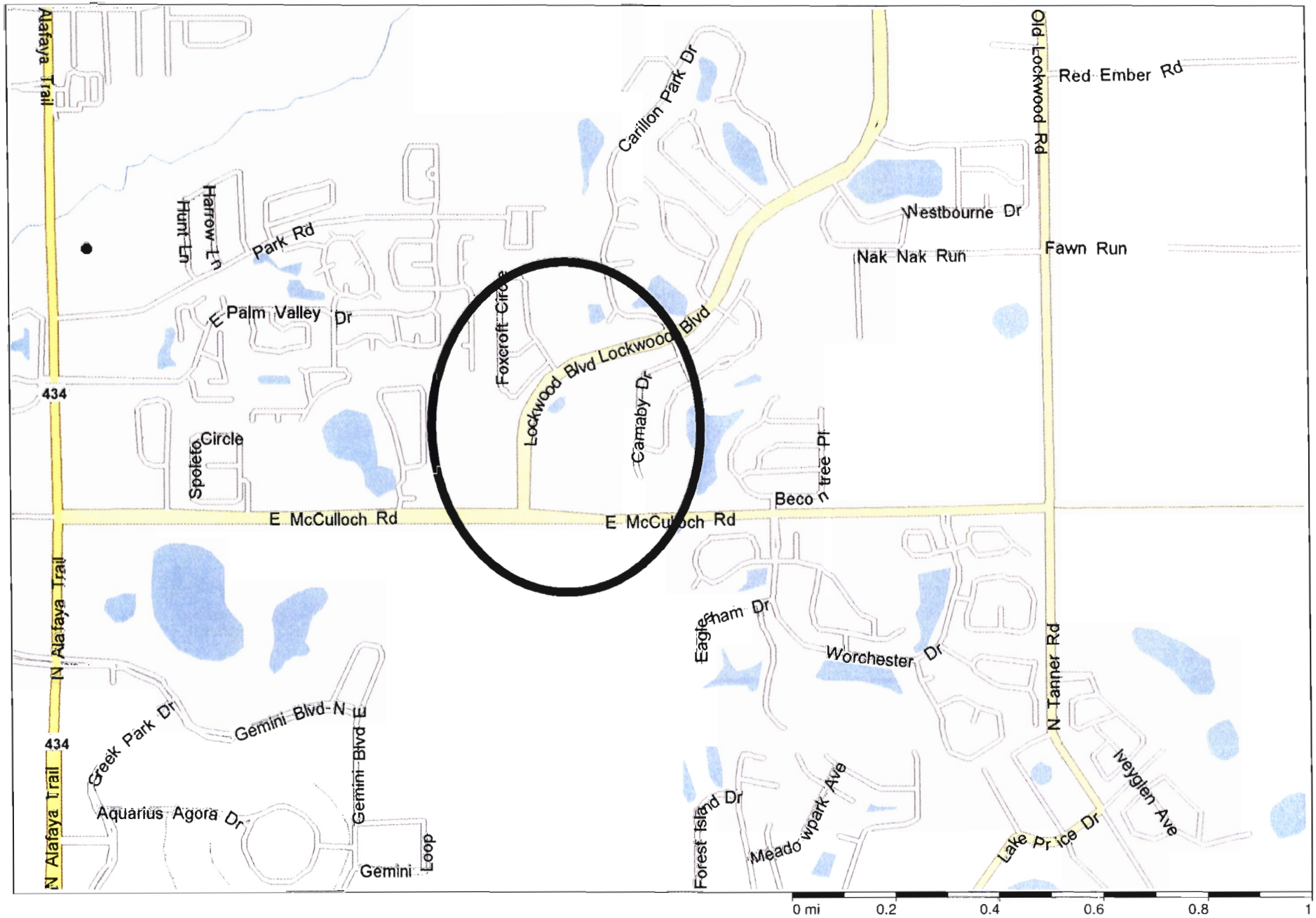
Our new wireless data products offer customers an alternative to wireline DSL and Cable services. The data rates that we can offer are determined in large part by signal strength in the customers home. This tower would allow us to offer competitive data rates to the consumers in this area.

We believe it would be beneficial to both Sprint and our customers to locate a tower at this location.
If I can be of any assistance, please contact me at (407)230-9743.

Sincerely,

David Coniglio
RF Engineer-Sprint
Orlando, Fl

OR70XC005 Search Area



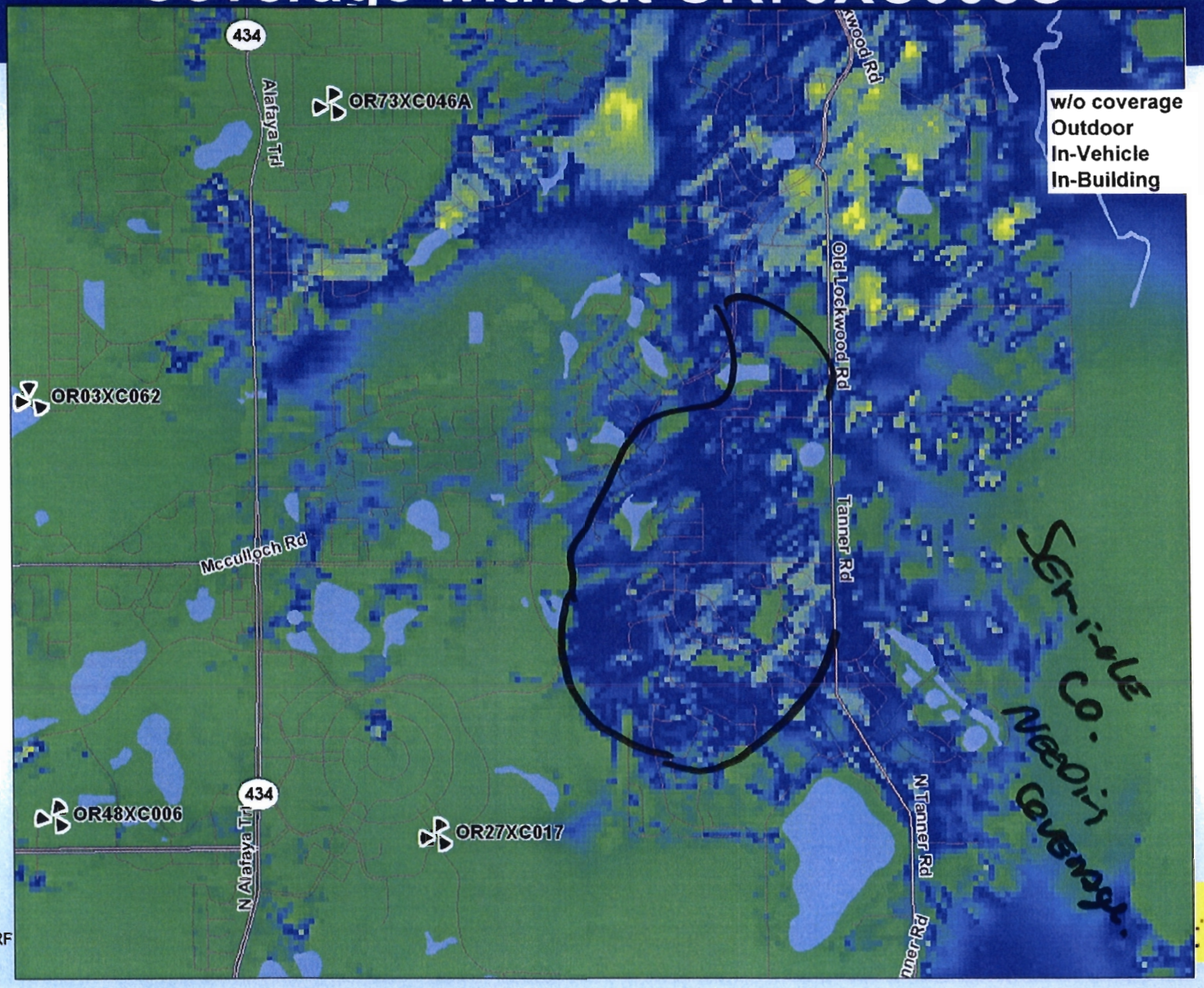
Copyright © 1988-2003 Microsoft Corp. and/or its suppliers. All rights reserved. http://www.microsoft.com/streets
© Copyright 2002 by Geographic Data Technology, Inc. All rights reserved. © 2002 Navigation Technologies. All rights reserved. This data includes information taken with permission from Canadian authorities © 1991-2002 Government of Canada (Statistics Canada and/or Geomatics Canada), all rights reserved.

OR70XC005-C RF Design Justification

Rev. 1.0

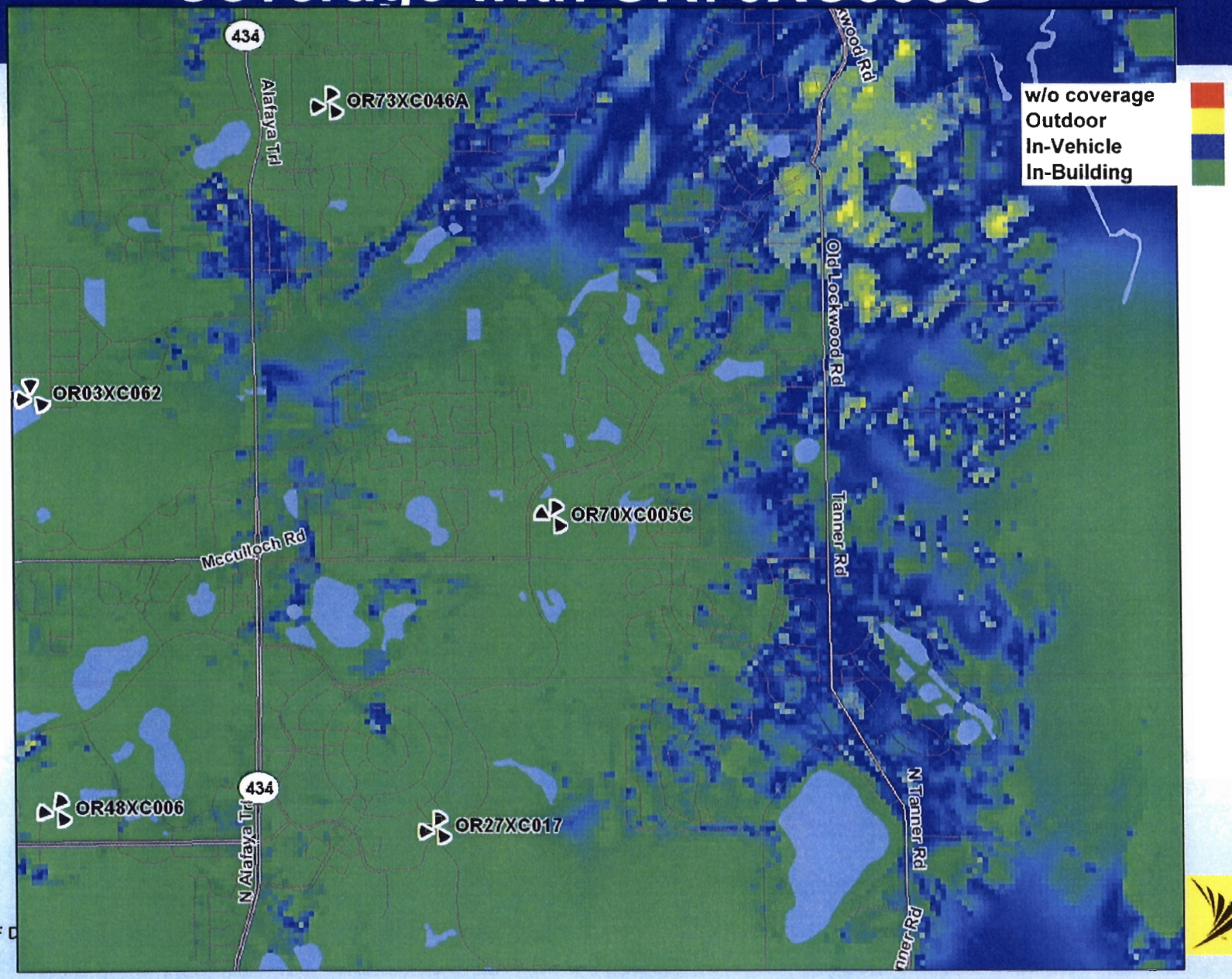
Sprint

Coverage without OR70XC005C



RF

Coverage with OR70XC005C



metroPCS

Central Florida Region

To Whom It May Concern:

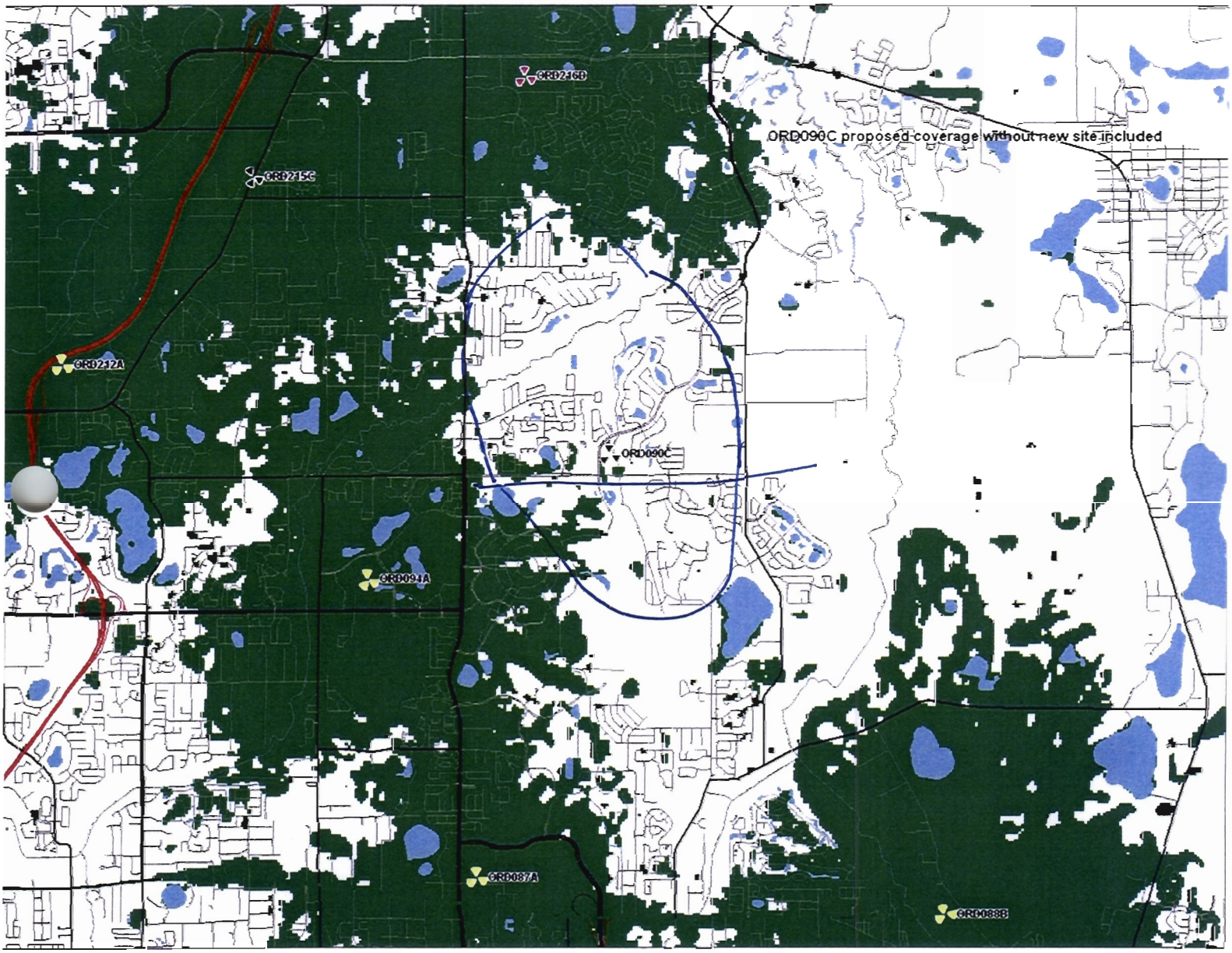
I am the RF engineer for this area for MetroPCS Inc. We are currently in the process of building out a brand new network for the Orlando Metro area. As we evaluate and approve proposed locations of our new cell sites, we are using co-locations on virtually all of our choices. There are a few instances where there are no suitable towers in the area, and there is one being planned. The area of McCulloch Rd & Lockwood Blvd just north of UCF is one such area.

There is a need not just from MetroPCS, but other carriers as well, for cellular coverage in this area. Cell sites are limited by the number of simultaneous calls they can handle just as much as by coverage. MetroPCS needs this site to fulfill this requirement and other carriers will most likely need this site for the additional capacity it will allow. The attached plots show the before and after coverage for MetroPCS, clearly showing the need for coverage this site will provide. If several carriers can satisfy their coverage and/or capacity needs with just 1 more strategically placed cell site, rather than several around the area, this will better serve both the carrier's and the community at large. The strong demand for use of this tower by carriers other than MetroPCS only furthers the need for 1 well placed tower to benefit as many carriers and customers as possible.

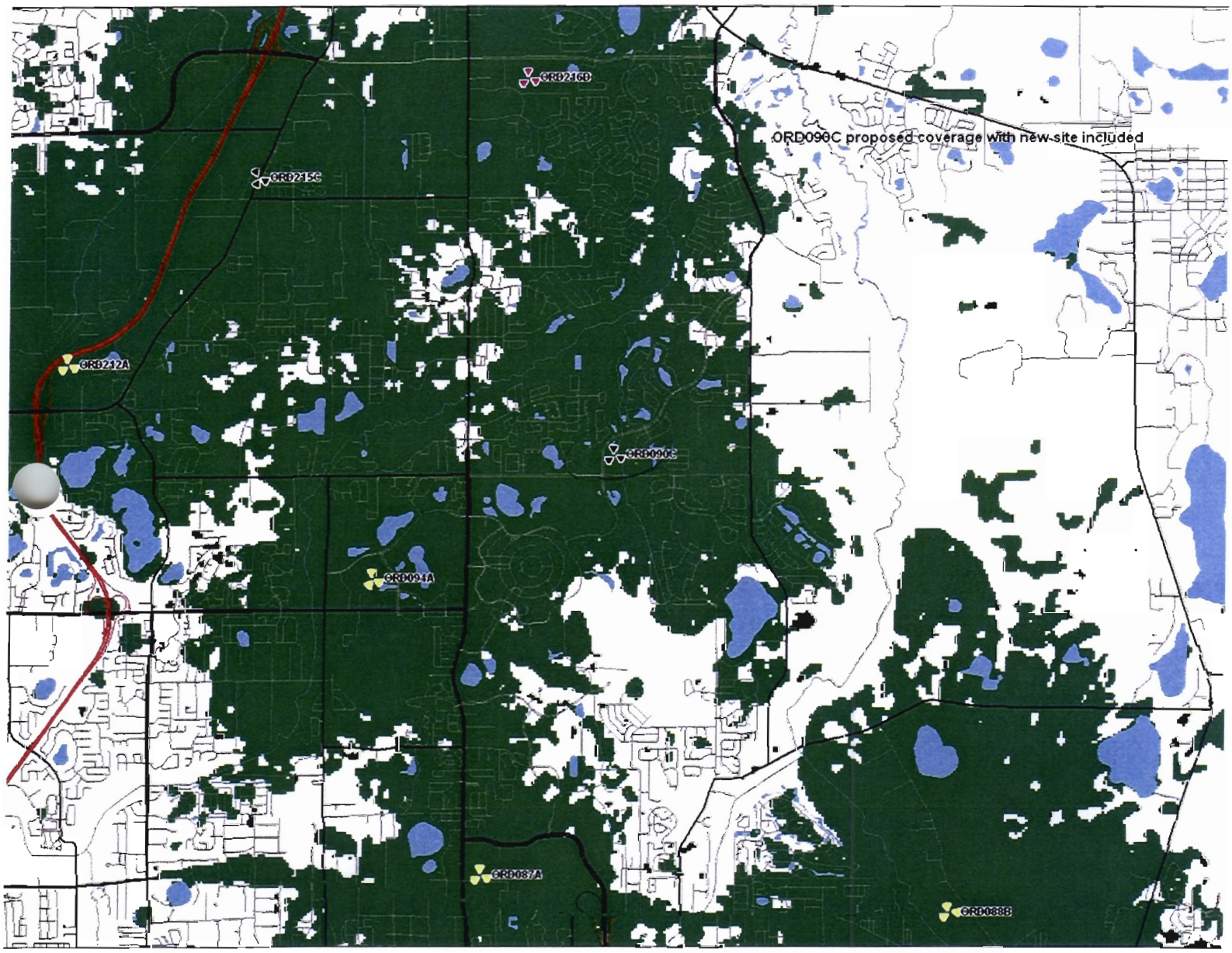
In conclusion, I am in support of the construction of this tower for the benefit of the immediate area to be used by several carriers in order to improve cellular coverage and capacity to the McCulloch Rd/ Lockwood area going North into Seminole County.
The maps provided shows a strong needs to be able to provide service to our client's ands increase customer serviced of our product.

Sincerely,
Craig O'Neill
RF Engineer
MetroPCS Inc.
8256 Exchange Drive, Suite 210
Orlando, FL. 32809

Central Florida Region • 511 South U.S. Hwy 301, Tampa, FL 33619 • Tel: 813-830-5500 • Fax: 813-830-5501
www.metropcs.com



With OUT TOWER


ORD090C proposed coverage with new site included
ORB216B
ORB215C
ORB212A
ORD090C
ORD094A
ORD087A
ORD088B

With TOWER

T-Mobile South LLC
3407 W. Dr. Martin Luther King Jr. Blvd.
Tampa, FL 33607

November 16, 2006

RE: Statement of Telecommunications Facility Requirement
A2E0658D – McCulloch Road

To Whom It May Concern:

T-Mobile is requesting use of a telecommunication facility located at 1680 McCulloch Road, Oviedo, FL 32765. The purpose of the site is to provide sufficient coverage needed to service the mobile phone call traffic in and along the Residential communities located near Lockwood Blvd North of McCulloch Road. T-Mobile's current Wireless network has insufficient coverage in this area and coverage improvement is needed.

The proposed site location would improve T-Mobile's coverage at level to provide Indoor Residential service for more than 7,000 residents (per Census data) as well as enhance the mobile coverage along Lockwood Blvd enough to improve call handovers to the existing T-Mobile sites in the Oviedo area. A few of these Residential communities are the Carillon and Little Creek. Also, included in this area are the Hagerty High and Carillon Elementary Schools.

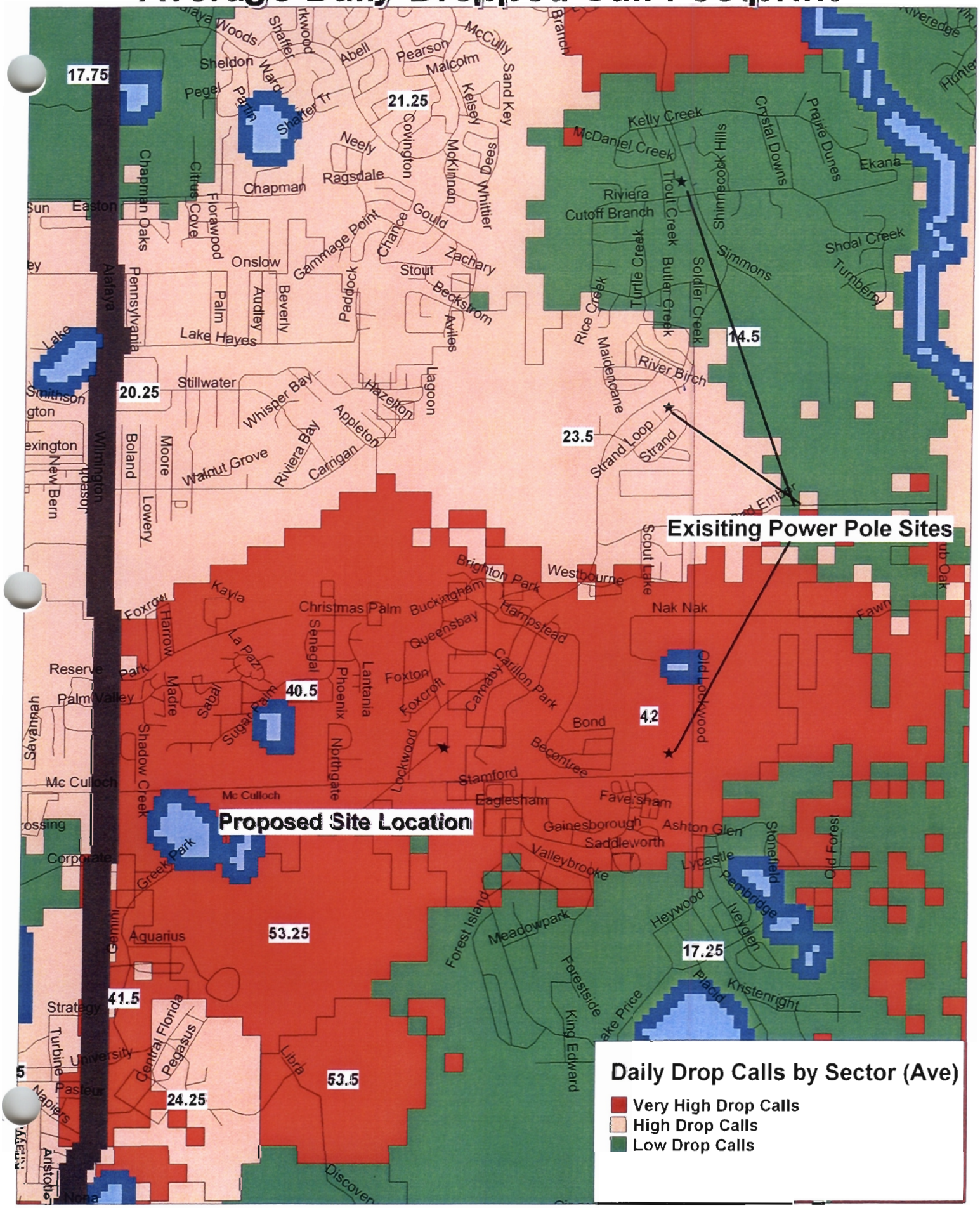
In addition to the basic wireless service coverage needs, this new proposed site will also provide E911 location services enhancement to the surrounding area. T-Mobile uses GSM technology, which is the most common digital technology used worldwide in wireless mobile telephone networks. GSM networks use a location technique known as hyperbolic triangulation of the mobile handset. The closer the surrounding cell sites are to the handset's location, the more accurate the measurement of the handset's location. The T-Mobile Orlando RF design team has determined the cell site density in this area to be insufficient to accurately pin point the handset's location for Phase 2 E911 location services.

Attached is computer modeled documentation showing T-Mobile's current wireless coverage, the improved coverage the new communication facility gives us and the drop call performance of our existing sites closest to the target location.

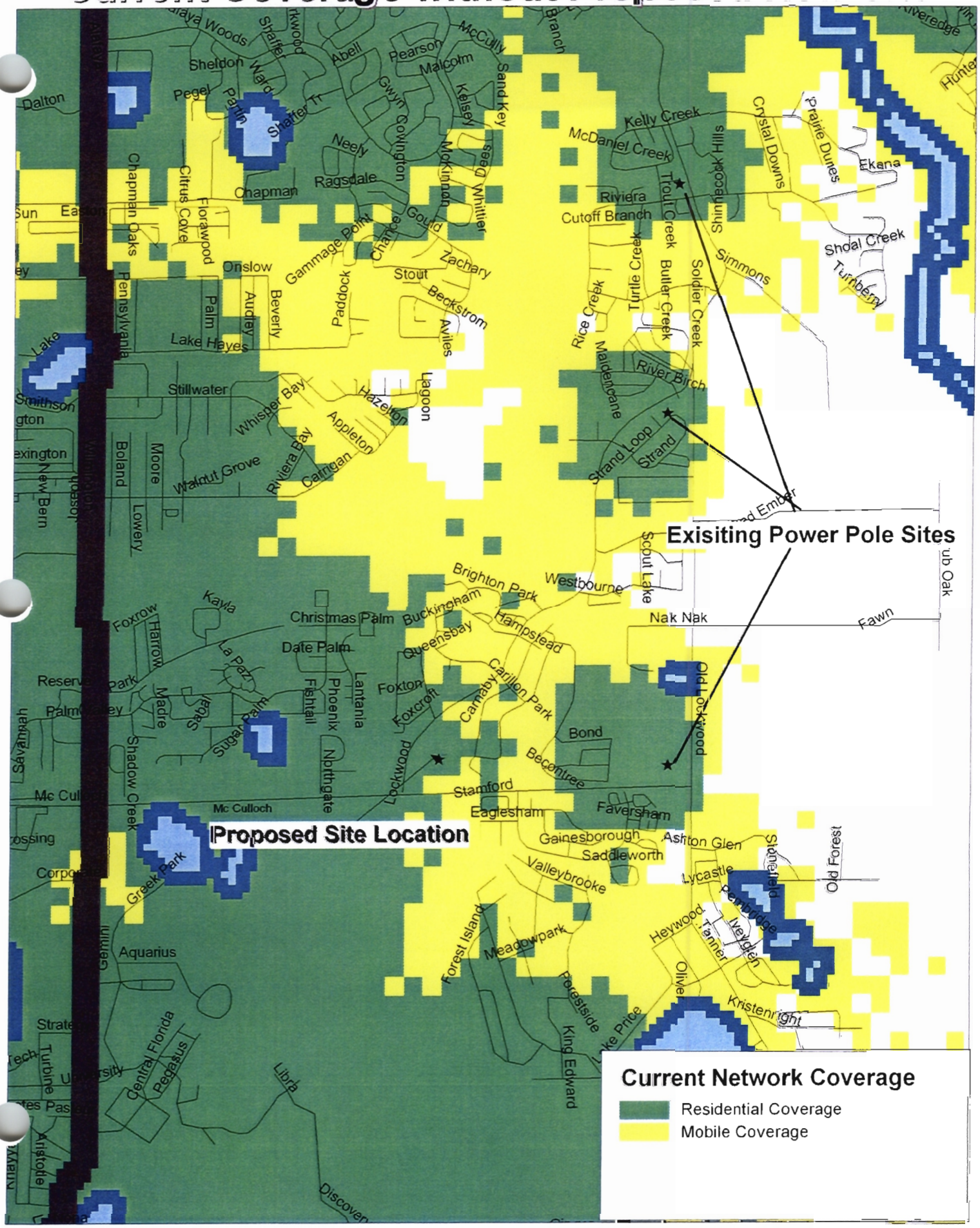
Respectfully submitted,

Dan Babilla
Senior RF Engineer
T-Mobile USA – Orlando, FL

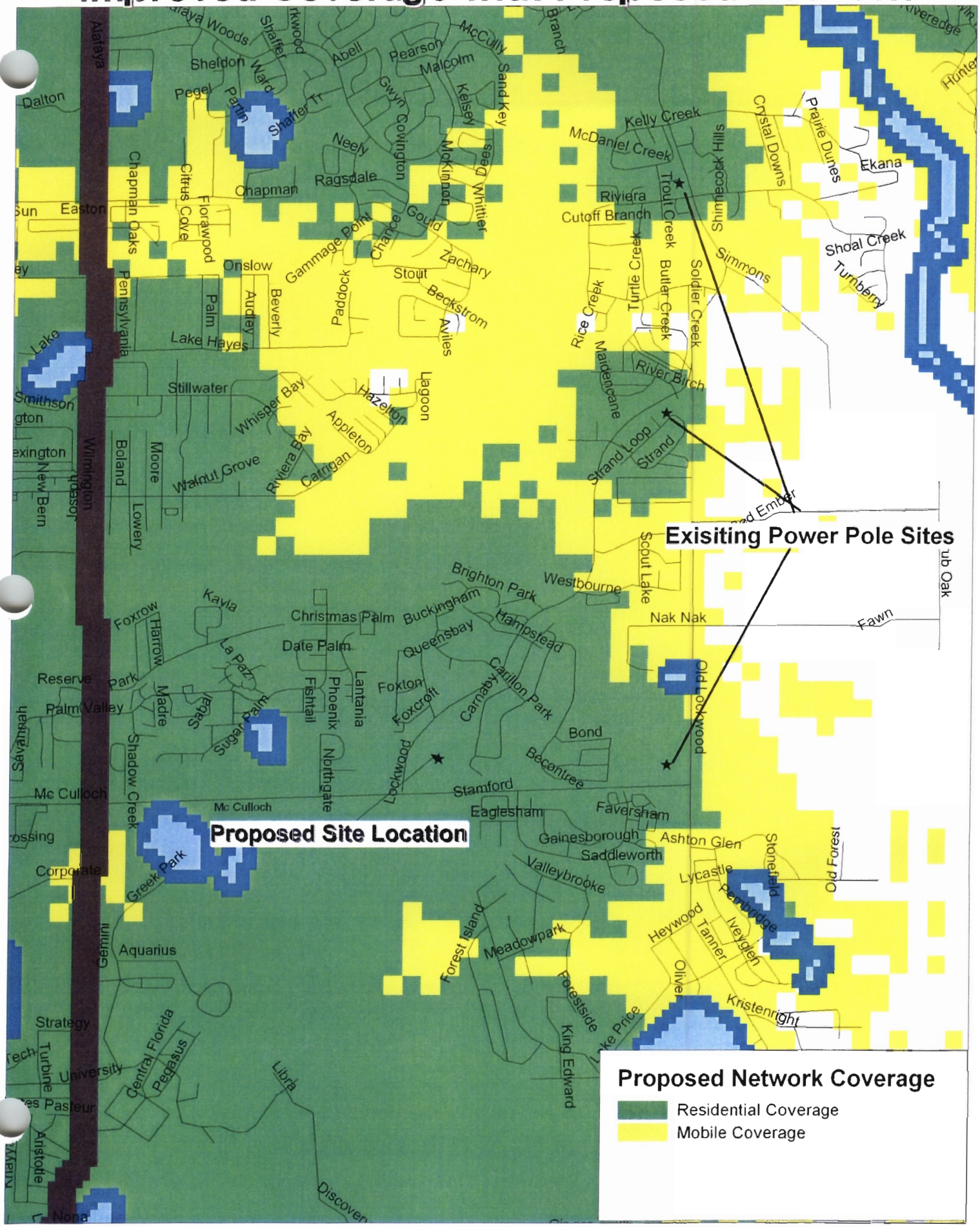
Average Daily Dropped Call Footprint



Current Coverage without Proposed New Site



Improved Coverage with Proposed New Site



clearwire
wireless broadband

Seminole County Zoning Department
Zoning Manger
April Boswell
1101 East First Street
Sanford, Florida 32771-1468

Re: TBCOM 120 ft Proposed Flag Pole

Ms. Boswell,

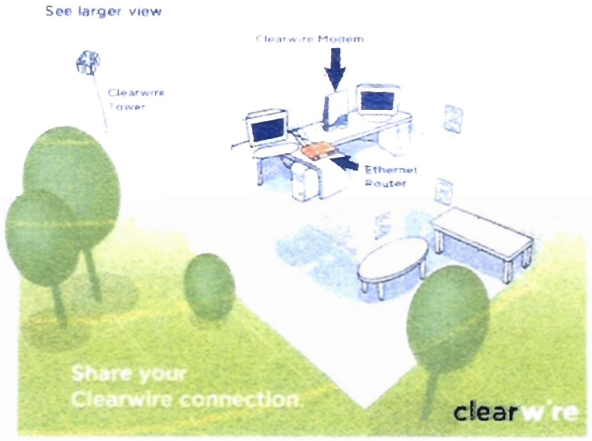
Clearwire LLC has been notified by TBCOM of its pending approval of a 120 ft Flag Pole located at 1680 McCulloch Rd. It is Clearwire's intent that if this tower is approved by zoning then Clearwire LLC would secure the 85 ft RAD center on the tower and work towards entering a lease with TBCOM.

With this tower Clearwire would be able to provide service to approximately 2,010 homes in the Oviedo/Lockwood area.

Clearwire is the latest Broadband internet service to arrive in the US, using a stat of-the-art wireless modem that can be plugged into any desktop computer, laptop, or local network. Clearwire's technology works by transmitting signals to and from nearby cellular towers instead of using a traditional phone line or cable. That means you have the flexibility to set up the modem anywhere in your home or office.

Kind Regards,

Darryl M Hendrickson
Network Deployment Project Manager



Verizon Wireless
777 NW 51st ST
STE 600
Boca Raton, FL 33431

Phone 561 995-5500

February 19, 2007

To: TBCOM Properties LLC
Attn: Tim O'Shaughnessy
1133 Louisiana Avenue #114
Winter Park, FL 32789

Re: Proposed Tower Collocation at TBCOM UCF – 1021 Lockwood Blvd, Oviedo, FL 32765

Dear Tim,

Thank you for informing Verizon Wireless of the proposed tower that TBCOM Properties, LLC, is planning to build at 1021 Lockwood Blvd, Oviedo, FL 32765. Verizon Wireless has determined that it has a need for additional coverage and/or capacity that could be served by a collocation on the proposed communications tower. I will be contacting you to discuss your proposed site in more detail and to obtain periodic updates as to your progress to obtain final zoning approval.

Verizon Wireless will consider entering into a collocation agreement with TBCOM Properties LLC. to collocate on the proposed tower to the extent that TBCOM Properties LLC. obtains all necessary governmental approvals, and assuming that the parties can come to terms on a collocation agreement with terms and conditions acceptable to Verizon Wireless.

This letter is not a commitment by Verizon Wireless to enter into a collocation agreement, and this letter should not be relied upon by TBCOM Properties LLC in that regard. A binding agreement for the lease of any tower space from TBCOM Properties LLC shall not exist until a final, definitive, and fully negotiated collocation agreement has been fully executed and delivered. Further, it is understood by all parties that Verizon Wireless reserves the right to simultaneously negotiate with other landlords for sites in the immediate geographical area in which the above described proposed communications tower is to be located, and there is no assurance whatsoever that Verizon Wireless will conclude a deal for the above described proposed communications tower unless and until a collocation agreement is fully executed and delivered.

Cordially,

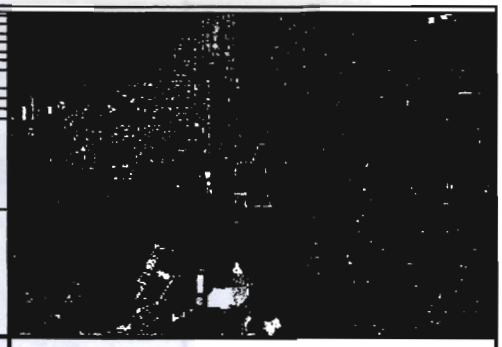
Josephine Conde

Josephine Conde
Verizon Wirless
Construction and Real Estate Manager – SE Region
777 Yamato Road, Suite 600
Boca Raton, FL 33431
561 995 5553

Drive responsibly.
Call with care.
Verizon Wireless.

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id:	35-21-31-512-0000-0020
Owner:	AHG GROUP LLC
Mailing Address:	1551 SANDSPUR RD
City,State,ZipCode:	MAITLAND FL 32751
Property Address:	1680 MCCULLOCH RD
Facility Name:	WINN DIXIE CARILLON-LOCKWOOD RD
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	
Dor:	16-RETAIL CENTER-ANCHOR

2007 WORKING VALUE SUMMARY

Value Method:	Income
Number of Buildings:	1
Depreciated Bldg Value:	$0
Depreciated EXFT Value:	$0
Land Value (Market):	$0
Land Value Ag:	$0
Just/Market Value:	$4,181,054 *
Assessed Value (SOH):	$4,181,054 *
Exempt Value:	$0
Taxable Value:	$4,181,054

Tax Estimator

2007 Notice of Proposed Property Tax

(* Income Approach used.)

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
SPECIAL WARRANTY DEED	02/2006	06155	1167	$5,000,000	Improved	Yes
SPECIAL WARRANTY DEED	08/1999	03717	1475	$2,273,200	Vacant	Yes
SPECIAL WARRANTY DEED	08/1998	03480	0322	$1,328,200	Vacant	Yes

Find Sales within this DOR Code

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$69,448
2006 Taxable Value:	$4,309,492

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
SQUARE FEET	0	0	318,859	6.00	$1,913,154
ACREAGE	0	0	8.770	400.00	$3,508

LEGAL DESCRIPTION

PLATS: Pick...

LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28

BUILDING INFORMATION

Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	MASONRY PILAS	2000	16	47,316	1	STUCCO WITH WOOD OR METAL STUDS	$2,943,844	$3,226,130

Subsection / Sqft	OPEN PORCH FINISHED / 564
Subsection / Sqft	OPEN PORCH FINISHED / 1666
Subsection / Sqft	OPEN PORCH UNFINISHED / 240
Subsection / Sqft	OPEN PORCH UNFINISHED / 115

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New

COMMERCIAL ASPHALT DR 2 IN	2000	157,601	$118,319	$143,417
COMMERCIAL CONCRETE DR 4 IN	2000	18,224	$32,024	$38,817
IRON FENCE	2000	595	$2,454	$2,975
BLOCK WALL	2000	2,380	$5,891	$7,140
POLE LIGHT STEEL 1 ARM	2000	9	$8,676	$8,676
POLE LIGHT STEEL 4 ARM	2000	15	$84,495	$84,495

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

University of Central Florida

Office of Vice President

October 18, 2006

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Florida 32789

Mr. O'Shaughnessy,

At this time the University of Central Florida has no interest in putting a communication tower on the North East side of its campus property.

Sincerely,

William F. Merck II
Vice President

Administration and Finance
P.O. Box 160020 • Orlando, FL 32816-0020 • 407-823-2351 • FAX: 407-823-5533 • admfin@mail.ucf.edu
An Equal Opportunity and Affirmative Action Institution

SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I AHG Group, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____
1680 McCulloch Rd West Dixie Carillon - Lockwood Rd
PARCEL ID # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map (circle one or more) from FOR A SPECIAL EXCEPTION FOR A 150' Flagpole Telecommunications Tower and affirm that TBCom Properties, LLC is hereby designated to act as my / our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

AHG Group LLC

By: _____
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Seminole County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 19th day of Sept, 2007.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me or who has produced _____ has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 2007.

Jeannette Richardson
Notary Public in and for the County and State
Aforementioned

My Commission Expires: _____

JEANNETTE RICHARDSON
Comm# DD0650684
Expires 4/28/2011
Florida Notary Assn., Inc

JEANNETTE RICHARDSON
Comm# DD0650684
Expires 4/28/2011
Florida Notary Assn., Inc

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On December 3, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 2 CARILLON PARCEL 202 PB 53 PGS 27 & 28

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: AHG Group, LLC
1551 Sandspur Road
Maitland, Fl. 32751

Project Name: McCullouch Road (1680)

Requested Development Approval:

Request for special exception for a 130 foot communication tower in the PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Kathy Fall, Principal Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. IM study will be conducted by each subscriber and a test will be conducted prior to commercial use. The IM analysis shall address potential impacts on public safety communications facilities in the immediate area of proposed tower as well as the impact of collocation on the tower itself. If the IM study indicates significant potential for interference, the collocation shall not be permitted. If there are any unresolved problems after commencement of service, TBCOM will immediately remove the offending subscriber from service.

b. The flagpole will be lighted and a serviceable 20' x 30' American flag will be flown at all times.

c. Copies of the IM studies including any analysis and findings will be made available to the County's Telecommunications Manager for review and comment. The IM engineering, analysis and the County's Telecommunications Manager's review and comment shall be completed within 60 days.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said

property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Allison Stettner,
Planning Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____day of _____, 2007.

_____
Notary Public, in and for the County and State Aforementioned

My Commission Expires:

BS2007-20

SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM

SUBJECT: **1680 McCulloch Road** – TBCOM Properties, LLC, applicant; Request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development).

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Kathy Fall **CONTACT:** Kathy Fall **EXT:** 7389

Agenda Date 12-03-07 **Regular** ☐ **Consent** ☐ **Public Hearing – 6:00** ☒

MOTION/RECOMMENDATION:

1. **Approve** the request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development); or
2. **Deny** the request for a special exception for a 130 foot communication tower in PUD (Planned Unit Development).; or
3. **Continue** The request to a time and date certain.

GENERAL INFORMATION	Applicant:	Tim O'Shaughnessy/TBCOM Properties LLC
	Owner:	AHG Group LLC
	Location:	1680 McCulloch Road
	Zoning:	PUD (Planned Unit Development)
BACKGROUND / REQUEST	• The applicant proposes to construct a 130 feet communication tower that is flagpole in design. • The subject property is located in the Carillon PUD. It is Parcel 202, which permits C-1 (Retail Commercial) district uses. The property was previously used as a Winn-Dixie grocery story, however the store is closed and the building is vacant. • The area proposed for the communication tower is on the southeast side of the Parcel 202, adjacent to a large conservation area.	

STANDARDS FOR GRANTING A SPECIAL EXCEPTION; LDC SECTION 30.43(b)(2)	The Board of Adjustment (BOA) shall have the power to hear and decide special exceptions it is specifically authorized to pass under the terms of the Land Development Code upon determination the use requested: ***IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:*** The Planning Manager made the following findings when the applicant previously requested a determination that the tower, at 120', was a camouflage communication tower: 1. The proposed location is adjacent to a wetland conservation area. A 120-foot flagpole would not blend in with, and would not be in character with a wetland conservation area; 2. Flagpoles are usually located in close association with the front of a building (school, Post Office, church, etc.), so that they appear to be integrated into and a part of the site. The proposed tower is located on the outskirts of the parking area, approximately 300' from the building, next to a conservation area. A 120-foot flagpole in this location would not blend in with the existing surroundings; 3. This use would appear to be unusual and out of place on a grocery store property because there is no contextual relationship between any type of retail use and a flag pole; 4. The height and design of the proposed tower and its incompatibility with the proposed location would also make it appear so out of place that it may result in the proposed tower being perceived by a reasonable person as a tower, and not as a flagpole. The Board of County Commissioners reversed the Board of Adjustment's decision to overturn the Planning Manager's decision in determining the proposed tower was not camouflage. ***DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:*** The proposed communication tower will be an un-manned facility and will have no impacts on the existing traffic patterns, movements and volumes.

	IS CONSISTENT WITH THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN: The Seminole County Vision 2020 Comprehensive Plan describes the Planned Development (PD) future land use as a transitional land use between urban and general rural uses. The approved uses listed in the PD land use include utility structures such as communication towers. ***MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:*** Based on the submitted site plan, the proposed use and tower meet the minimum area and dimensional requirements of the PUD. ***WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:*** The request was reviewed by Seminole County's Business Innovation and Technology Services Department/Operation's division. Their analysis of the proposed communication tower found that the proposed proximity to Seminole County Fire Station 65, output power, lack of IM studies and proposed radio spectrum that will be used to propagate radio signals from this communication tower appears it will severely affect First Responder radio communications for Seminole County Government and recommendation for erection of this communication tower should not be granted.
STAFF RECOMMENDATION	Based upon the stated findings, staff recommends the Board deny the request for a 130' communication tower.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Alaqua Lakes Drainage Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Tony Walter **EXT:** 7349

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of the platted drainage easement at the rear of the property located at 3382 Park Grove Court, Longwood, Florida, further described as Lot 82, Alaqua Lakes Phase 2, in Plat Book 53, Pages 71 through 74, of the Public Records of Seminole County, Florida, in Section 14, Township 29 S, Range 29 E, as requested by William S. and Blair K. Hull, applicant.

2. Deny the request to vacate and abandon a portion of the platted drainage easement at the rear of the property located at 3382 Park Grove Court, Longwood, Florida, further described as Lot 82, Alaqua Lakes Phase 2, in Plat Book 53, Pages 71 through 74, of the Public Records of Seminole County, Florida, in Section 14, Township 29 S, Range 29 E, as requested by William S. and Blair K. Hull, applicant.

3. Continue the public hearing until a time and date certain.

District 5 Brenda Carey Tony Walter

BACKGROUND:

The applicant, William S. and Blair K. Hull, is requesting to vacate and abandon a portion of the existing 15 ft. wide drainage easement at the rear of the property located at 3382 Park Grove Court, Longwood, Florida, further described as Lot 82, Alaqua Lakes Phase 2, in Plat Book 53, Pages 71 through 74, of the Public Records of Seminole County, Florida, in Section 14, Township 29 S, Range 29 E. The applicant is requesting to vacate the portion of the easement to correct an encroachment of the existing swimming pool and pool enclosure. Staff has determined that vacating and abandonment of that portion of the platted drainage easement would not diminish the effectiveness of the subdivision's drainage system. The owners have provided a letter from the Alaqua Lakes Community Association, Inc. stating no objection to the request. Vacation and abandonment of the described portion of the drainage easement is necessary to prevent a potential cloud of title. The applicant has provided letters from all applicable utility companies stating "no objections" to the request.

STAFF RECOMMENDATION:

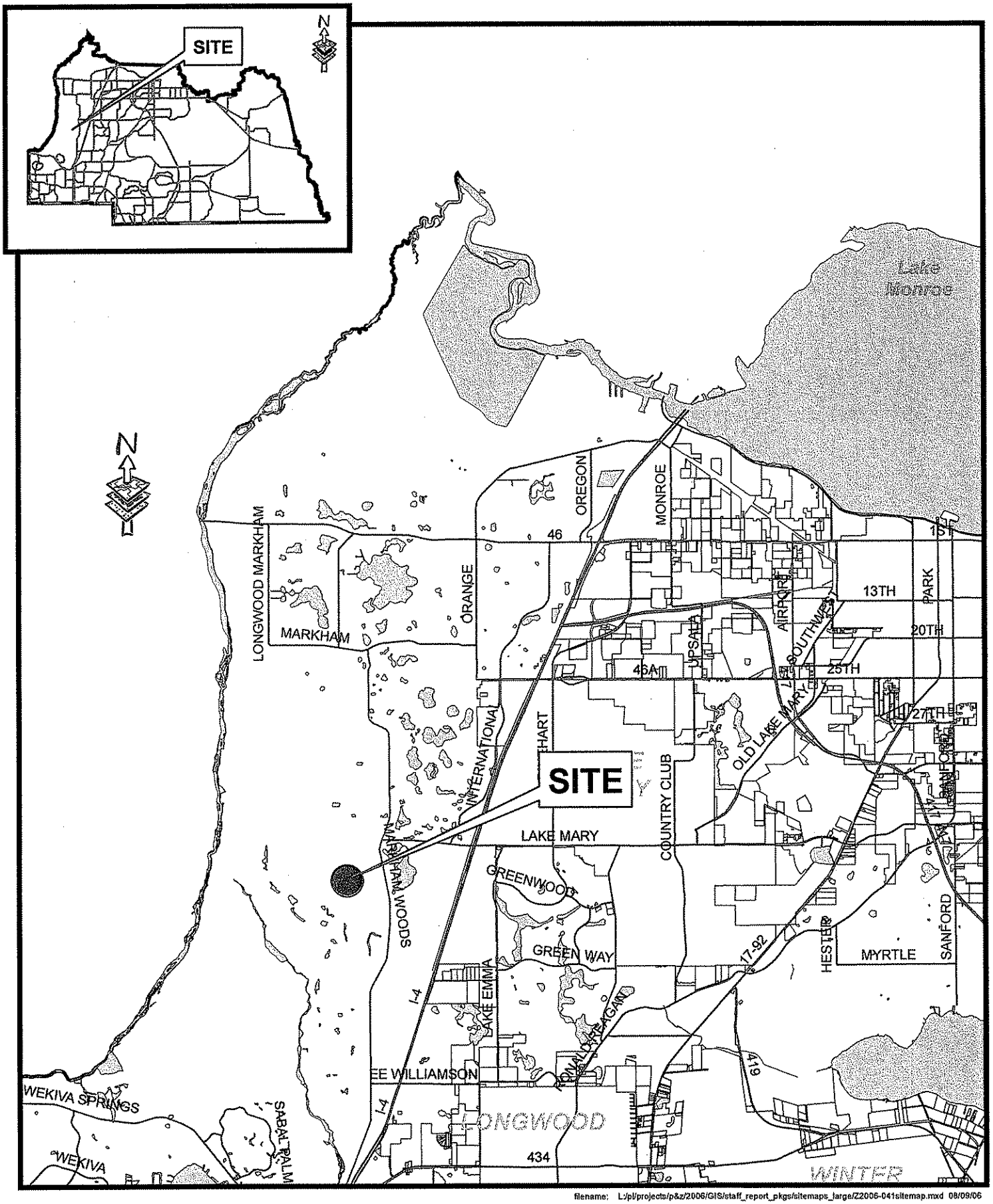
Staff recommends the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of the platted drainage easement at the rear of the property located at 3382 Park Grove Court, Longwood, Florida, further described as Lot 82, Alaqua Lakes Phase 2, in Plat Book 53, Pages 71 through 74, of the Public Records of Seminole County, Florida, in Section 14, Township 29 S, Range 29 E, as requested by William S. and Blair K. Hull, applicant.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch & Description
6. Alaqua Lakes Community Association Letter

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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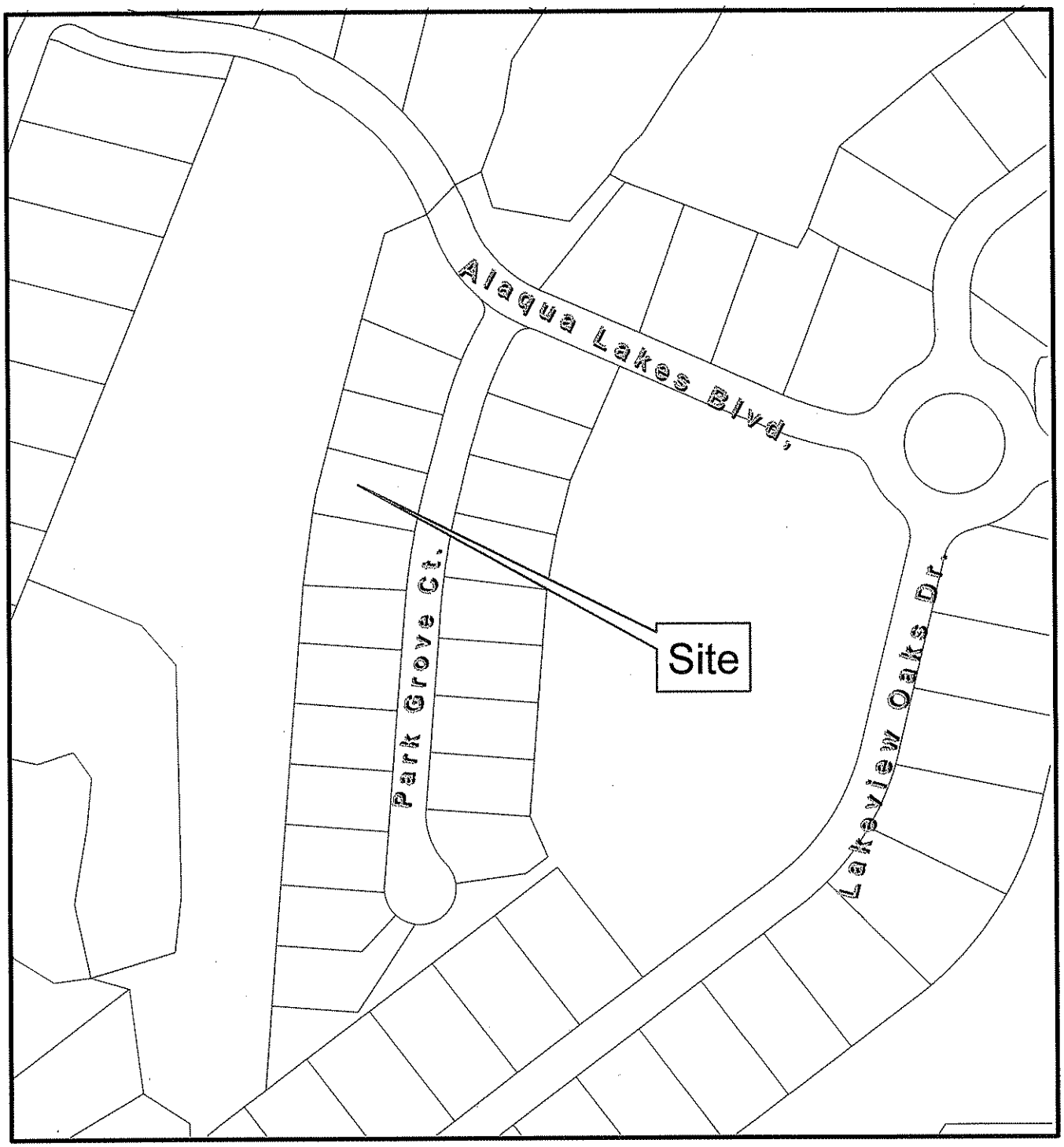
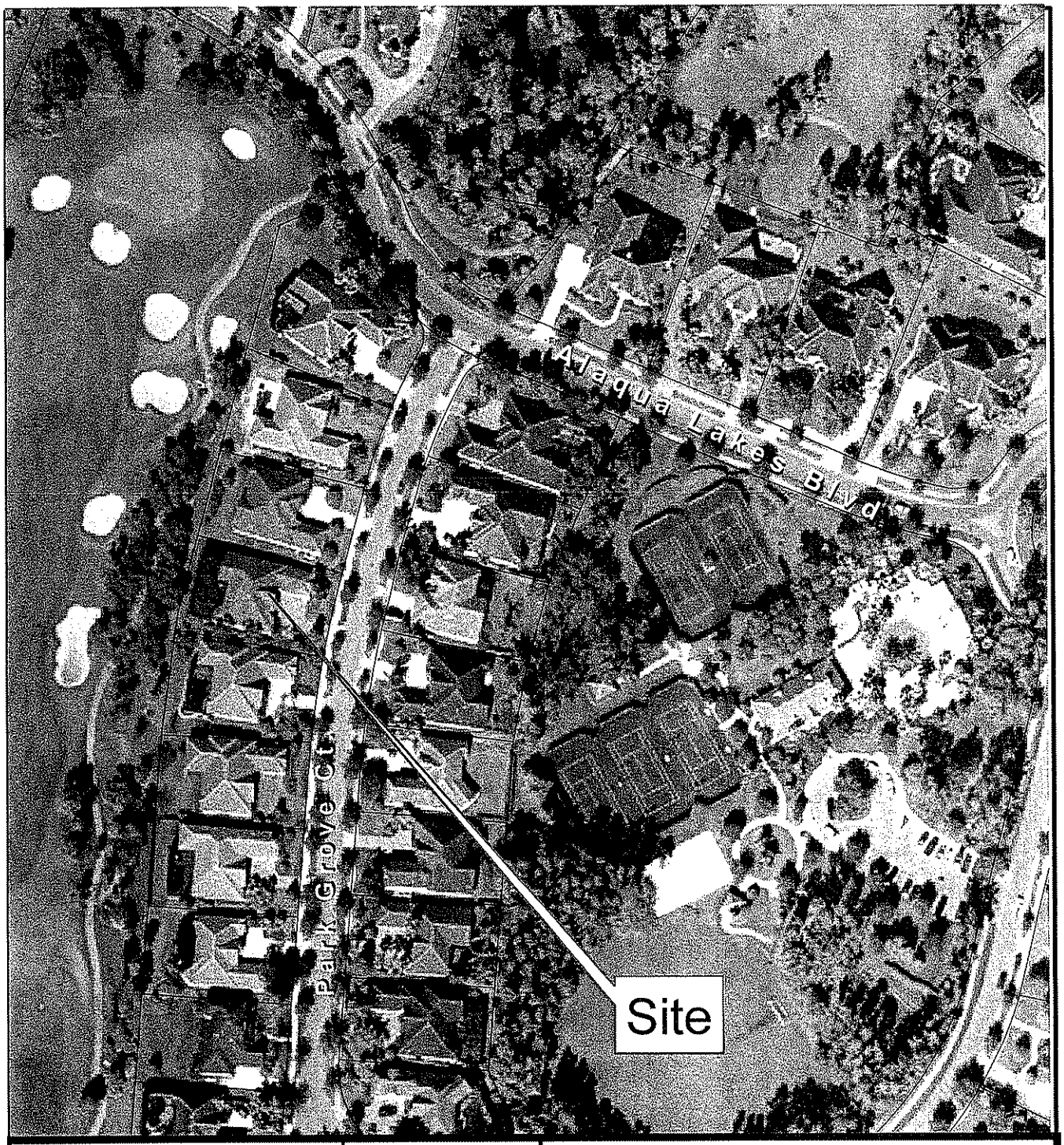
Area Map
Alaqua Lake Utility &
Drainage Vacate



Alaqua Lake Utility &
Drainage Vacate

N



Parcel

Subject Property

N

Alaqua Lake Utility & Drainage Vacate

RESOLUTION NO.: 2008-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12TH DAY OF February A.D., 2008.

RESOLUTION TO VACATE AND ABANDON A DRAINAGE EASEMENT

Whereas, a Petition was presented on behalf of

WILLIAM HULL AND BLAIR K. HULL

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage easement to-wit:

SEE EXHIBIT A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 12th day of February A.D., 2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY: _____

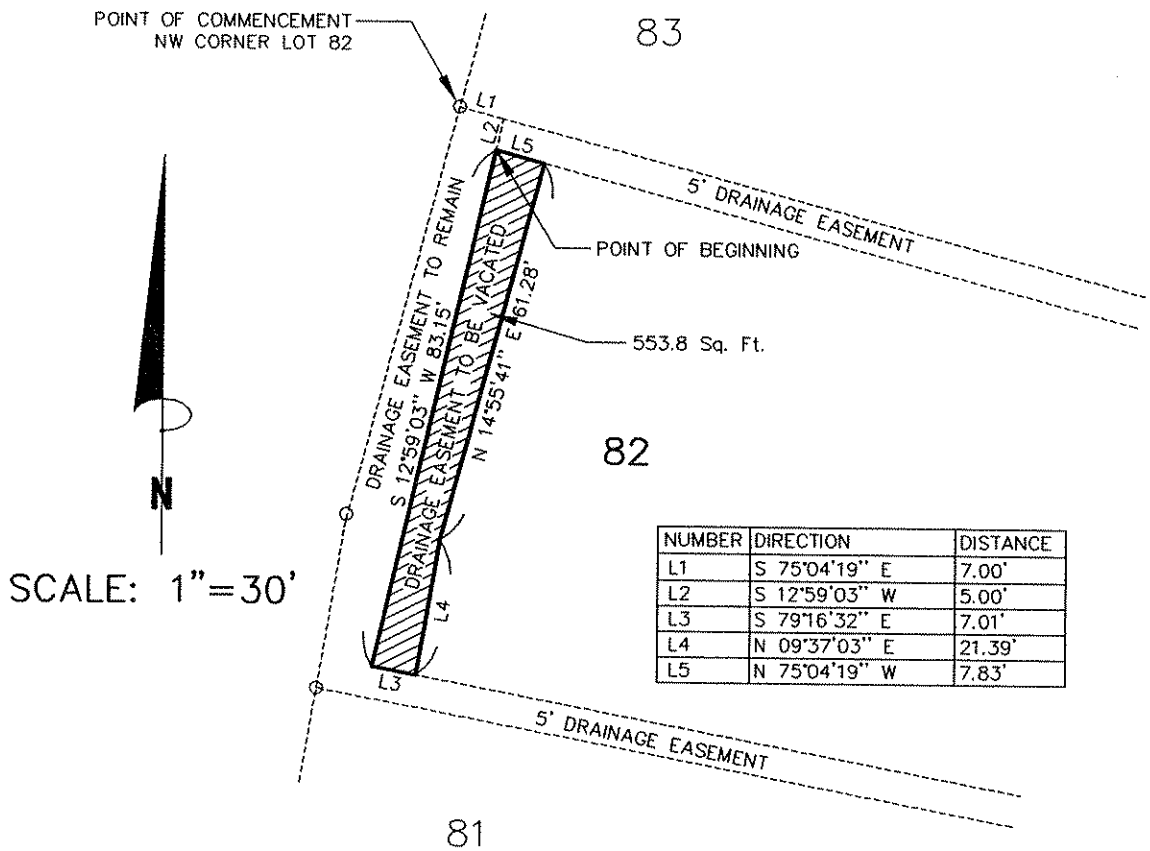
MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

EXHIBIT A

SKETCH OF DESCRIPTION
for
BLAIR K. and WILLIAM S. HULL
Legal Description
of
PROPOSED DRAINAGE EASEMENT TO BE VACATED

Commencing at the Northwest Corner of Lot 82, ALAQUA LAKES PHASE II, according to the plat thereof as recorded in Plat Book 53, Pages 71, 72, 73, and 74, of the Public Records of Seminole County, Florida, thence run S.75°04'19"E., along the North Line of said Lot 82, a distance of 7.00 feet; thence departing said North Line, run S.12°59'03"W. 5.00 feet for a POINT OF BEGINNING; thence continue S.12°59'03"W. 83.15 feet; thence run S.79°16'32"E. 7.01 feet; thence run N.09°37'03"E. 21.39 feet; thence run N.14°55'41"E. 61.28 feet; thence run N.75°04'19"W. 7.83 feet to the Point of Beginning.



NUMBER	DIRECTION	DISTANCE
L1	S 75°04'19" E	7.00'
L2	S 12°59'03" W	5.00'
L3	S 79°16'32" E	7.01'
L4	N 09°37'03" E	21.39'
L5	N 75°04'19" W	7.83'

SURVEY NOTES:

1) This is not a "Boundary Survey", only a sketch of the above legal descriptions prepared by this surveyor.
2) Bearings shown hereon are based on the North Line of Lot 82, LAQUA LAKES PHASE II being S.75°04'19"E. (per plat)
3) This legal description was prepared on 9 January 2008.

Surveyor's Certificate

This is to certify that this "Sketch of Description" of the above-described property and the plat hereon delineated is an accurate representation of the same. I further certify that this survey meets the Minimum Technical standards set forth by the Florida Board of Surveyors and Mappers pursuant to Chapter 61G17-06 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

KITNER SURVEYING, INC.
R. BLAIR KITNER – P.S.M. No. 3382
P. O. Box 823 – Sanford, Florida 32772 (407) 322-2000

Not valid without raised seal of Surveyor

PROJ. NO. 06-293A

Richard E. Larsen*†
Frank A. Ruggieri†
Thomas R. Slaten, Jr.
John C. Palmerini**
Patryk Ozim
M. Florence King
†Shareholder
*Admitted in Florida and Illinois
**Admitted in Florida and District of Columbia

LARSEN & ASSOCIATES, P.A.
Attorneys and Counselors at Law

55 East Pine Street
Orlando, Florida 32801
Telephone: 407.841.6555
Facsimile: 407.841.6686

September 18, 2007

Mr. & Mrs. William S. Hull
3382 Park Grove Court
Longwood, FL 32779

RE: Request to Vacate Rear Drainage Easement/Lot 82, Alaqua Lakes Phase 2

Dear Mr. & Mrs. Hull:

This firm has the pleasure of representing Alaqua Lakes Community Association, Inc. It is our understanding that you are working with Seminole County to vacate a certain fifteen foot (15') drainage easement located on the rear boundary line of your Lot 82 within Alaqua Lakes Phase 2, recorded at Plat Book 53, Pages 71-74, Public Records of Seminole County, Florida.

I have been authorized by the Association's Board of Directors to inform you that the Association, formally, has no objection to you taking steps with Seminole County to vacate the subject easement.

If you have any questions, or if you require anything additional from us, please do not hesitate to contact me.

Sincerely,

Richard E. Larsen

REL/beh
cc: Board of Directors

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Crowley Circle (1866) Drainage and Utility Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Tony Walter **EXT:** 7349

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the drainage and utility easement as shown on Lot 176, Mandarin Section Five Plat, as recorded in Plat Book 28, Pages 45 through 47 in Section 24, Township 20S, Range 29E, as requested by Carol C. Yandell, applicant.

2. Deny the request to vacate and abandon a portion of the drainage and utility easement as shown on Lot 176, Mandarin Section Five Plat, as recorded in Plat Book 28, Pages 45 through 47 in Section 24, Township 20S, Range 29E, as requested by Carol C. Yandell, applicant.

3. Continue the public hearing to a time and date certain.

District 5 Brenda Carey Tony Walter

BACKGROUND:

Carol C. Yandell, applicant is requesting to vacate and abandon a portion of the drainage and utility easement as shown on Lot 176, Mandarin Section Five Plat, as recorded in Plat Book 28, Pages 45 through 47 in Section 24, Township 20S, Range 29E of the Public Records of Seminole County, Florida. The request is to cure the encroachment of an existing 12 foot by 12 foot shed into the drainage and utility easement.

The Seminole County Board of Adjustment approved the request for a rear yard setback variance from 35 feet to 3 feet and side yard (south) setback from 20 feet to 4 feet for the existing shed. A copy of the approved development order is attached.

Staff has determined that vacating and abandonment of that portion of the platted drainage easement would not diminish the effectiveness of the subdivision's drainage system. The applicant has provided letters from all applicable utility companies stating "no objections" to the request.

STAFF RECOMMENDATION:

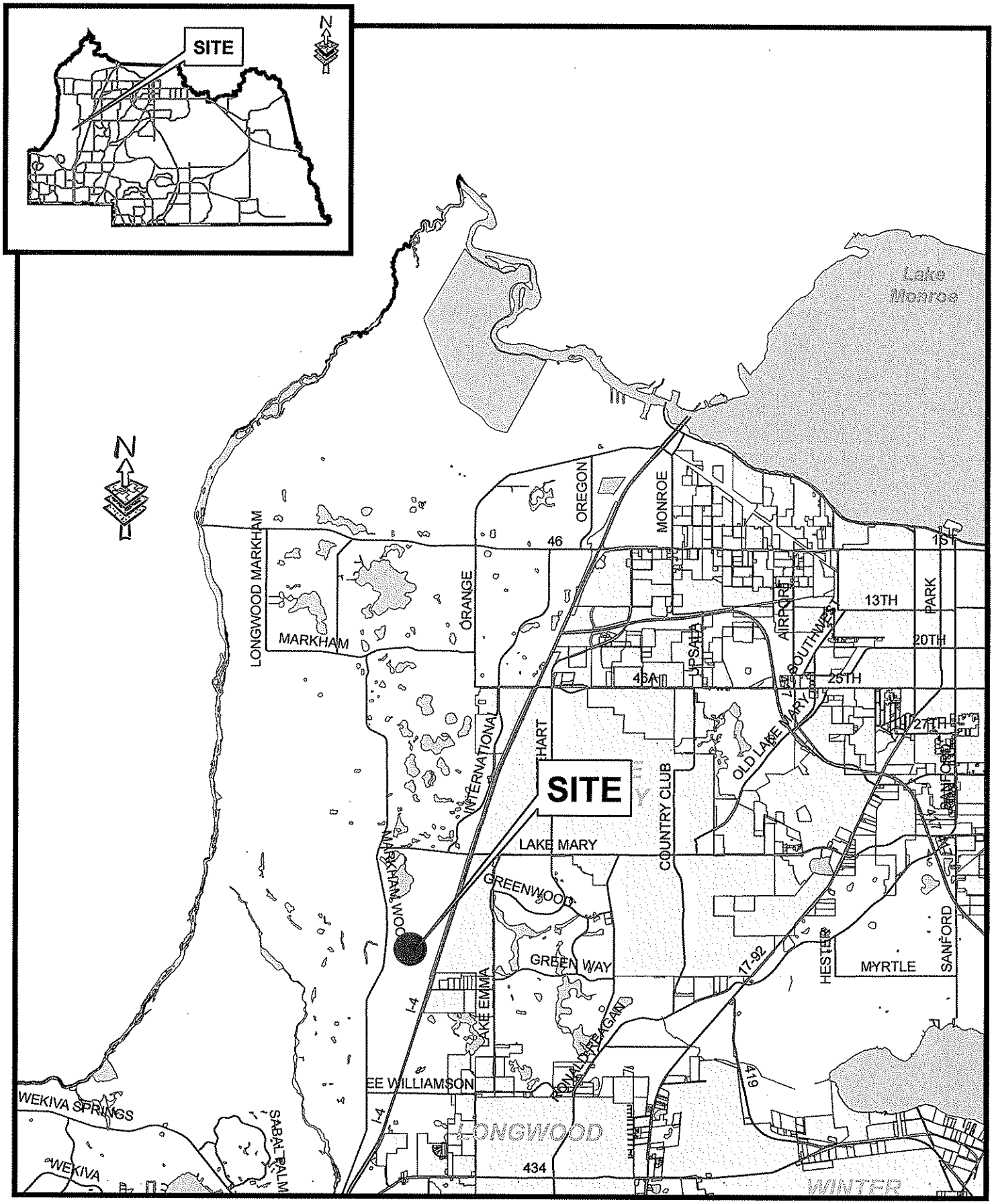
Staff recommends that the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the drainage and utility easement as shown on Lot 176, Mandarin Section Five Plat, as recorded in Plat Book 28, Pages 45 through 47 in Section 24, Township 20S, Range 29E.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Resolution
6. Development Order for Variance

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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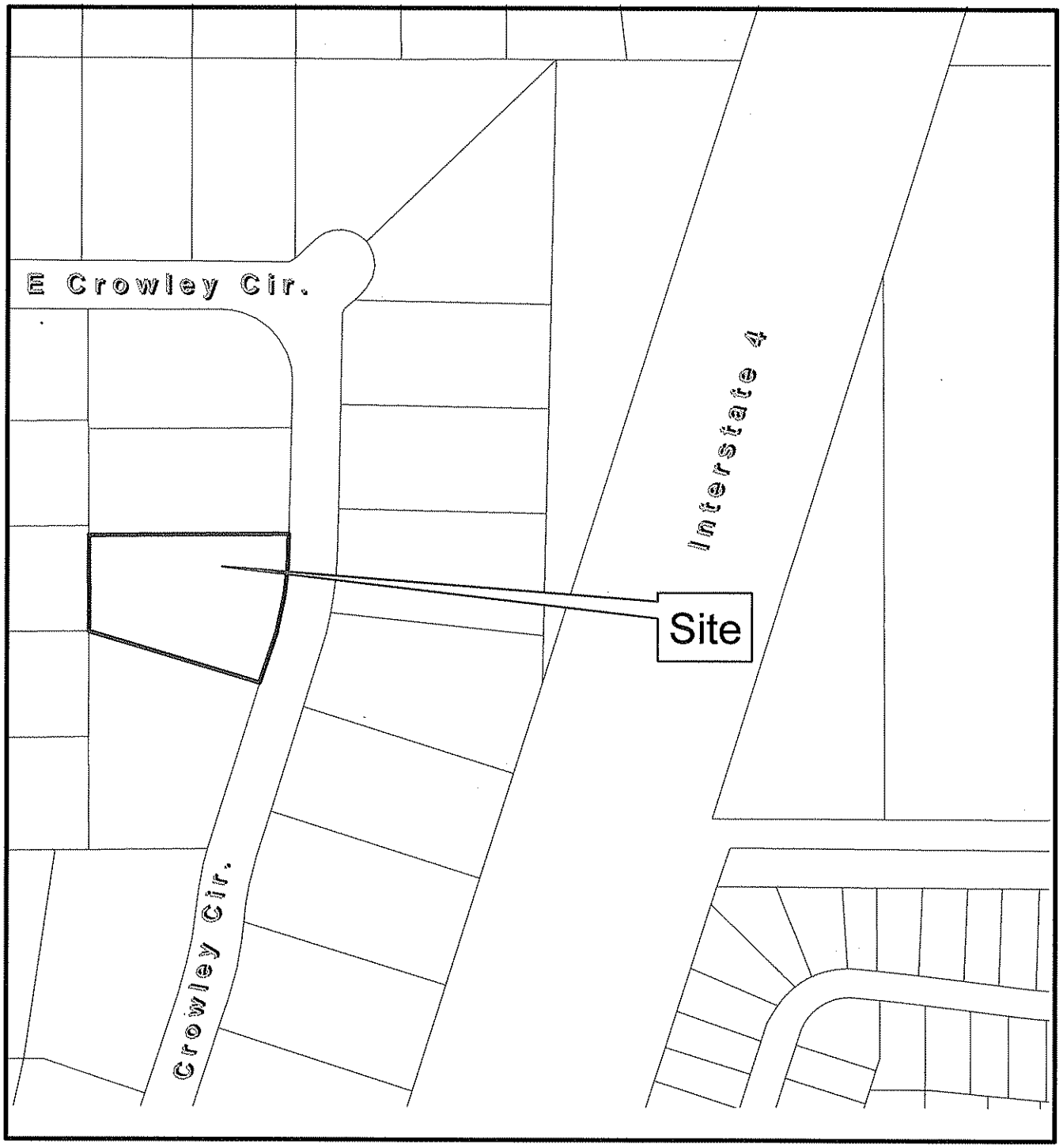
Area Map
Crowley Circle (1866)
Utility & Drainage Vacate



Crowley Circle (1866)
Utility & Drainage Vacate

Parcel
Subject Property

N

Crowley Circle (1866)
Utility & Drainage Vacate

RESOLUTION NO.: 2008-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF February A.D., 2008.

RESOLUTION TO VACATE AND ABANDON A DRAINAGE EASEMENT

Whereas, a Petition was presented on behalf of

Carol Yandell

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described utility and drainage easement to-wit:

SEE SKETCH AND DESCRIPTION ATTACHED AS EXHIBITS "A"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described utility and drainage easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described utility and drainage easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 12th day of February A.D., 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY: _____

MARYANNE MORSE

CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY

CHAIRMAN

Sketch of Description

Legal Description:

A Portion of Lot 176, MANDARIN SECTION FIVE, according to the Plat thereof, as recorded in Plat Book 28, Pages 45 through 47, Public Records of Seminole County, Florida, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 176, MANDARIN SECTION FIVE, according to the Plat thereof, as recorded in Plat Book 28, Pages 45 through 47, Public Records of Seminole County, Florida, run thence along the West Property Line of said Lot 176, North 00°14'58" East, a distance of 4.30 feet to a point; thence departing said West line, South 89°45'02" East, a distance of 3.03 feet to a point, said point also being the POINT OF BEGINNING of the herein described Property; thence North 03°28'40" East, a distance of 12.20 feet to a point; thence South 86°31'20" East, a distance of 3.79 feet to a point on the Easterly line of a Platted 7.5 Utility & Drainage Easement; thence along said Easterly Easement line, parallel to the West Property line, South 00°14'58" West, a distance of 10.78 feet to a point on the Northerly line of a Platted 7.5' Utility Easement; thence departing said Easterly Easement line, South 72°07'15" East, along the Northerly Easement line and parallel to the Southerly Property line of said Lot 176, a distance of 5.76 feet to a point; thence departing said Northerly Easement line, North 86°31'20" West, a distance of 9.98 feet to the above described POINT OF BEGINNING.

Said Property containing 54.4 square feet, 0.001 acres more or less.

The intent of the above Legal Description is to encompass and describe that portion of the existing Wood Frame Shed that encroaches into the Platted 7.5' Utility & Drainage Easement along the West Property line and the Platted 7.5' Utility Easement lying along the Southerly Property Line of Lot 176, MANDARIN SECTION FIVE, according to the Plat thereof, as recorded in Plat Book 28, Pages 45 through 47, Public Records of Seminole County, Florida.

This is NOT a Survey.
This is ONLY a Sketch.

Sketch of Description Prepared For: Dr. Thomas Yandell

Sketch of Description Certified To:
Dr. Thomas Yandell

Sketch Date: 11-28-07
Drawn By: SP
Approved By: EHH
Field: None

<>This Property is NOT in a Flood Prone Area, Zone " X ", Based on the F.I.R.M. (Flood Insurance Rate Map (F.I.R.M.) Community Number 12117C Panel No. 0135 E Dated 09-28-07.
<>Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NOR given to this Surveying Company at the time of this Endeavor. JPI Surveying & Mapping, Inc. and the Signing Surveyor assume NO Liability for the Accuracy of this Determination.

-Legend-

C	– Calculated	PC	– Point of Curvature
℄	– Centerline	Pg.	– Page
CB	– Concrete Block	PI	– Point of Intersection
CM	– Concrete Monument	P.O.B.	– Point of Beginning
Conc.	– Concrete	P.O.C.	– Point of Commencement
D	– Description	P.O.T.	– Point of Terminus
DE	– Drainage Easement	PRM	– Permanent Reference Monument
Esmt.	– Easement		
F.E.M.A.	– Federal Emergency Management Agency	PT	– Point of Tangency
		R	– Radius
FFE	– Finished Floor Elevation	Rad.	– Radial
Fnd.	– Found	R/W	– Right-of-Way
IP	– Iron Pipe	Rec.	– Recovered
L	– Length (Arc)	Rfd.	– Roofed
M	– Measured	Set	– Set 5/8" Rebar & Cap "LB 7623"
N&D	– Nail & Disk	Rebar	
N.R.	– Non-Radial	Typ.	– Typical
ORB	– Official Records Book	UE	– Utility Easement
P	– Plat	WM	– Water Meter
P.B.	– Plat Book	Δ	– Delta (Central Angle)
-o-	– Wood Fence	-X-	– Chain Link Fence

Ireland & Associates
Surveying, Inc.
4859 Cains Wren Trail
Sanford, Florida 32771
Office-407.678.3366
Fax-407.320.8165

-Notes-

>Sketch is Based upon the Legal Information Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to Reconstruct Property Lines.
>Ownership of Fences, if any shown hereon this Sketch, is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Sketched under My Direction on the Date Shown, Based on Information Furnished to Me as Noted and Conforms to the Minimum Technical Standards for Land Surveying in the State of Florida in accordance with Chapter 61G17-6 Florida Administrative Codes, Pursuant to Section 472.027, Florida Statutes.

Edwin Harry Hall PSM 6244 LB 7623
Date Signed: 11-28-07

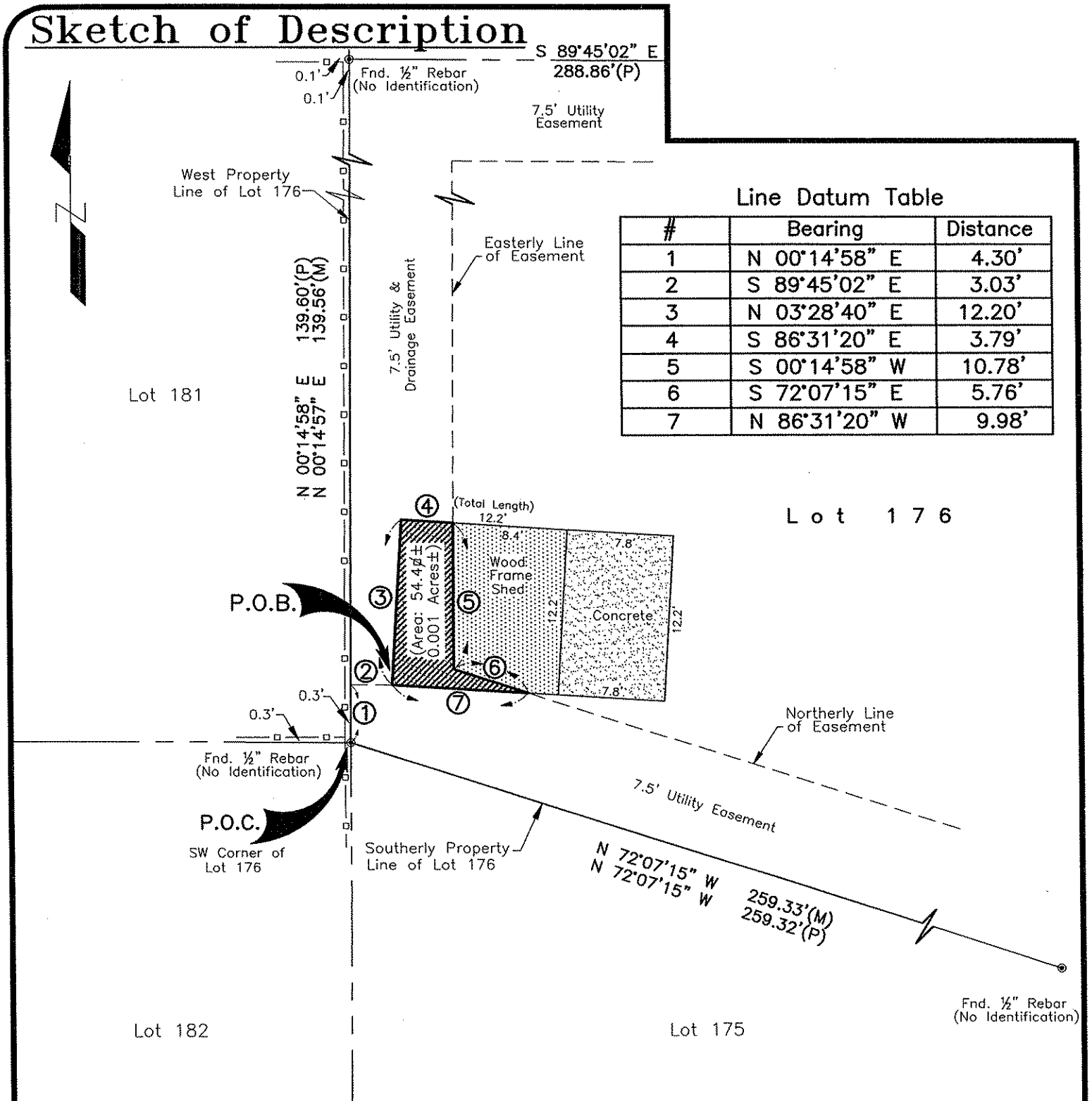
This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

File No. IS-66

CADD File: \Scott's\c\IrelandAssociates\MANDARINSECTIONFIVE-IS66sketch

EXHIBIT A

Sketch of Description



Line Datum Table

#	Bearing	Distance
1	N 00°14'58" E	4.30'
2	S 89°45'02" E	3.03'
3	N 03°28'40" E	12.20'
4	S 86°31'20" E	3.79'
5	S 00°14'58" W	10.78'
6	S 72°07'15" E	5.76'
7	N 86°31'20" W	9.98'

Ireland & Associates
Surveying, Inc.
4859 Cains Wren Trail
Sanford, Florida 32771
Office-407.678.3366
Fax-407.320.8165

Graphic Scale
0 5 10 20
Scale: 1"=10'

This is NOT a Survey.
This is ONLY a Sketch.

EXHIBIT A

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

1. The variance granted will apply only to the existing shed as depicted on the attached site plan.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

This is a Certified Copy

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On January 22, 2007 Seminole County issued this Development Order relating to and touching and concerning the following described property:

Leg Lot 176 Mandarin Sec 5 PB 28 PGS 45 to 47

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Carol Yandall
1866 East Crowley Circle
Longwood, Fl. 32779

Project Name: 1866 East Crowley Circle

Requested Development Approval:

Request for a (1) rear yard setback variance from 35 feet to 3 feet and (2) side yard (south)setback from 20 feet to 4 feet for an existing shed in RC-1 (Country Home District)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Kathy Fall, Principal Planner
1101 East First Street
Sanford, Florida 32771

This is not an official copy

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06611 Pgs 0091 - 94; (4pgs)
FILE NUM 2007033192
RECORDED 03/05/2007 03:18:57 PM
RECORDING FEES 35.50
RECORDED BY G Harford

Done and Ordered on the date first written above.

By: _____
April Boswell, AICP
Planning Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of February, 2007.

Karen Mathews
Notary Public, in and for the County and State Aforementioned

My Commission Expires:

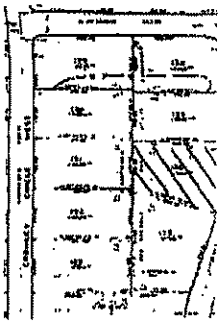
Notary Public State of Florida
Karen Mathews
My Commission DD595397
Expires 06/26/2010

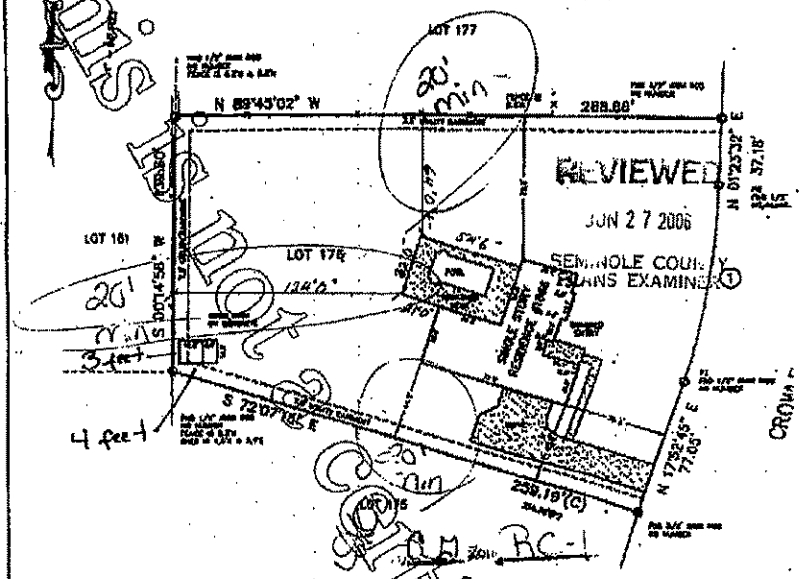
This Is Not a Certified Copy

Lot 176, MANDARIN SECTION FIVE, according to the plat thereof, as recorded in Plat Book 28, Page(s) 45-47, of the Public Records of Seminole County, FL

Community number: 120289 Panel: 0130
Suffix: E F.I.R.M. Date: 4/17/95 Flood Zone: X
Date of field work: 5/14/02 Completion Date: 5/14/02

Certified to:
Thomas F. Yandell; Carol C. Yandell; Benchmark Title Agency, Inc.; Commonwealth Land Title Insurance Company; Decision One Mortgage Company, LLC, its successors and/or assigns.





R = 379.93'
Δ = 16°29'13"
L = 109.33'
CB = N 09°38'09" E
LOT 182

Property Add.
1366 East Cr
Longwood, Fl

Survey number

SWERDLOFF & LONG SURVEYI
365 Wayment Ct., Ste.109, Lake Mary, F
Voice (407) 688-7631 Fax (407) 688-7

LEGIBILITY UNSATISFACTORY FOR SCANNING

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Red Bug Lake Road 5885/Mobil PCD Major Amendment

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Approve the PCD Major Amendment, Revised Final Site Plan, and Revised and Restated Developer's Commitment Agreement for the Red Bug Lake 5885/Mobil consisting of 0.97 ± acres, located on the southeast corner of Red Bug Lake Road and Tuskawilla Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings; (Brett Nevaril/Progressive Development Group, applicant); or

2. Deny the PCD Major Amendment, Revised Final Site Plan, and Revised and Restated Developer's Commitment Agreement for the Red Bug Lake 5885/Mobil consisting of 0.97 ± acres, located on the southeast corner of Red Bug Lake Road and Tuskawilla Road, and authorize the Chairman to execute the Denial Development Order; (Brett Nevaril/Progressive Development Group, applicant); or

3. Continue the item to a time and date certain.

District 1 Bob Dallari Ian Sikonia

BACKGROUND:

The Red Bug Lake Road 5885/Mobil PCD Developer's Commitment Agreement and Final Site Plan were approved by the Board of County Commissioners on November 8, 1988. The approval was to allow construction of a car wash in conjunction with an existing convenience store and gas pumps previously approved for the site. The original approval was for a 988 square foot gas station with gas pumps and a car wash and all uses within the C-1 (Retail Commercial) zoning district. At this time, the applicant is requesting to increase the square footage of the convenience store from 988 square feet to 4,200 square feet. As per Seminole County Land Development Code Chapter 30; Part 26; Sec. 30.467 Revision of planned commercial development site plan: Any major or substantial change in the approved PCD, which affects the intent and character of the development or permitted uses shall be reviewed and approved by the Board of County Commissioners. The applicant is proposing an additional 3,212 square feet of convenience store space.

The Seminole County Land Development Code (SCLDC) requires one (1) parking space per 100 square feet of non-storage areas. The applicant is proposing an additional 3, 212 square feet, 1,596 square feet will be used for storage. The applicant is required to provide sixteen (16) parking spaces. As per the site plan submitted, the applicant proposes to construct eighteen (18) parking spaces, satisfying the SCLDC parking requirements. All other conditions of approval will remain the same.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission met on November 7, 2007 and voted 4 to 0 to recommend approval of the PCD Major Amendment, Revised Final Site Plan, and Revised and Restated Developer's Commitment Agreement for the Red Bug Lake 5885/Mobil consisting of 0.97 ± acres, located on the southeast corner of Red Bug Lake Road and Tuskawilla Road, based on staff findings.

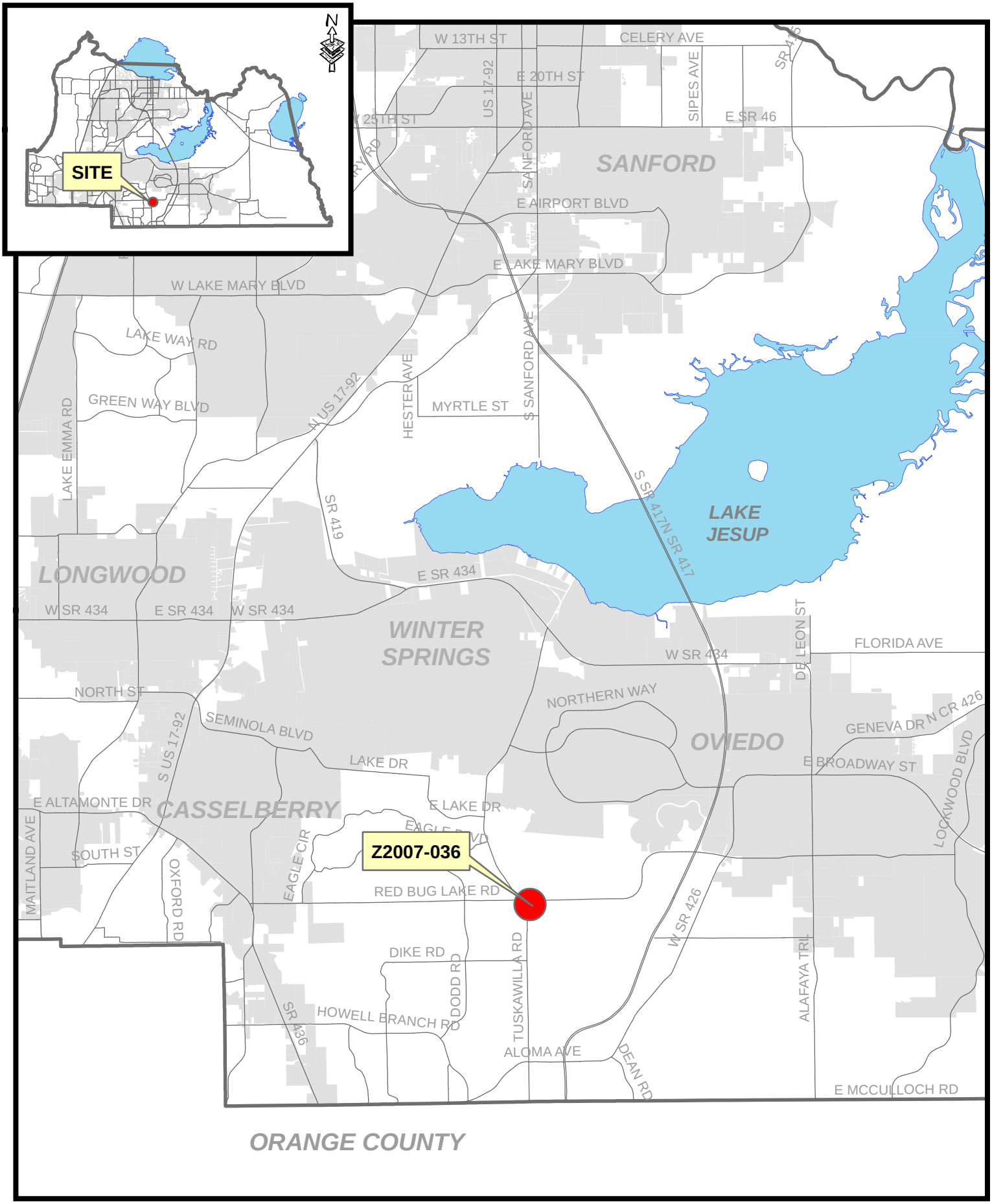
STAFF RECOMMENDATION:
Staff recommends the Board approve the PCD Major Amendment, Revised Final Site Plan, and Revised and Restated Developer's Commitment Agreement for the Red Bug Lake 5885/Mobil consisting of 0.97 ± acres, located on the southeast corner of Red Bug Lake Road and Tuskawilla Road.

ATTACHMENTS:

1. Location Map
2. Future Land Use and Zoning Map
3. Aerial Map
4. Final Site Plan
5. Revised and Restated Developer's Commitment Agreement
6. 11/08/1988 Development Order
7. 11/08/1988 Developer's Commitment Agreement
8. 11-7-07 Planning Commission Minutes
9. Denial Development Order

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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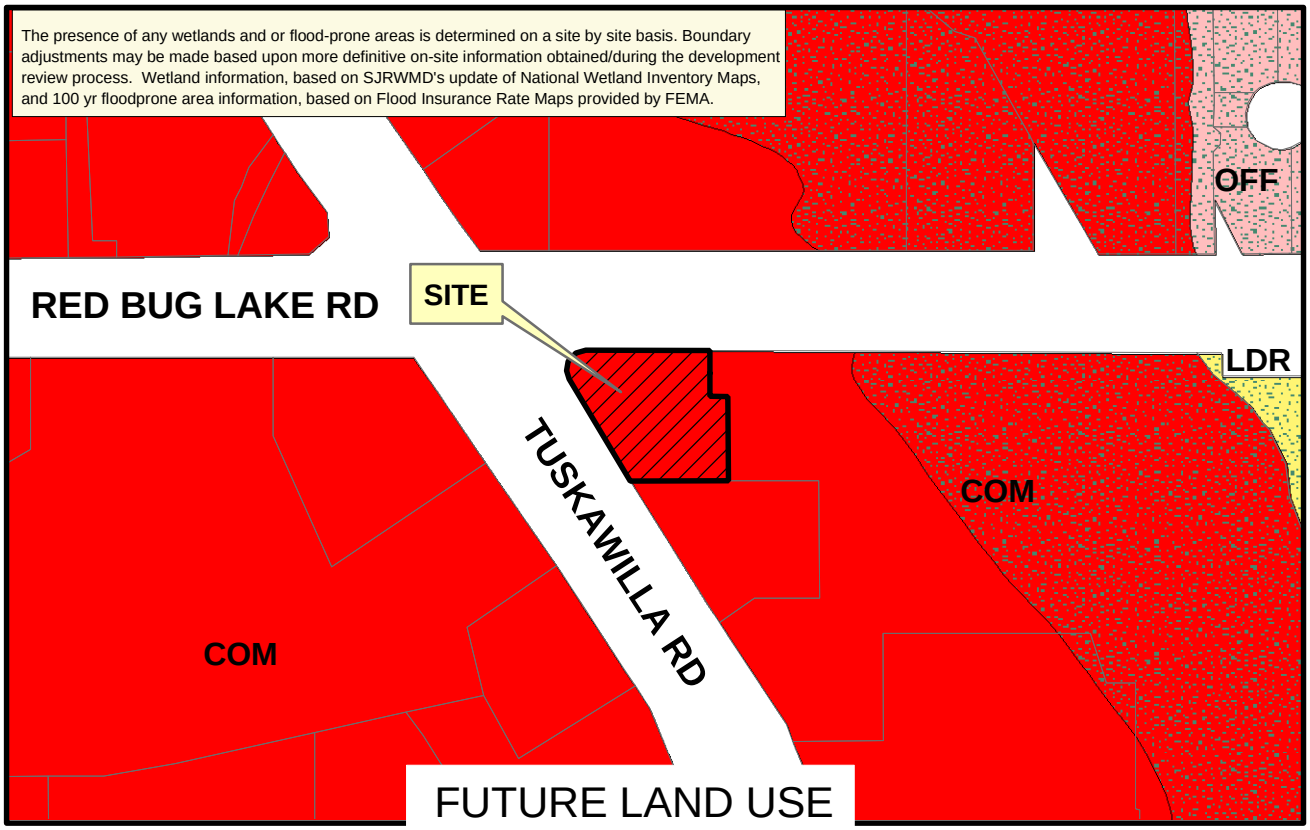
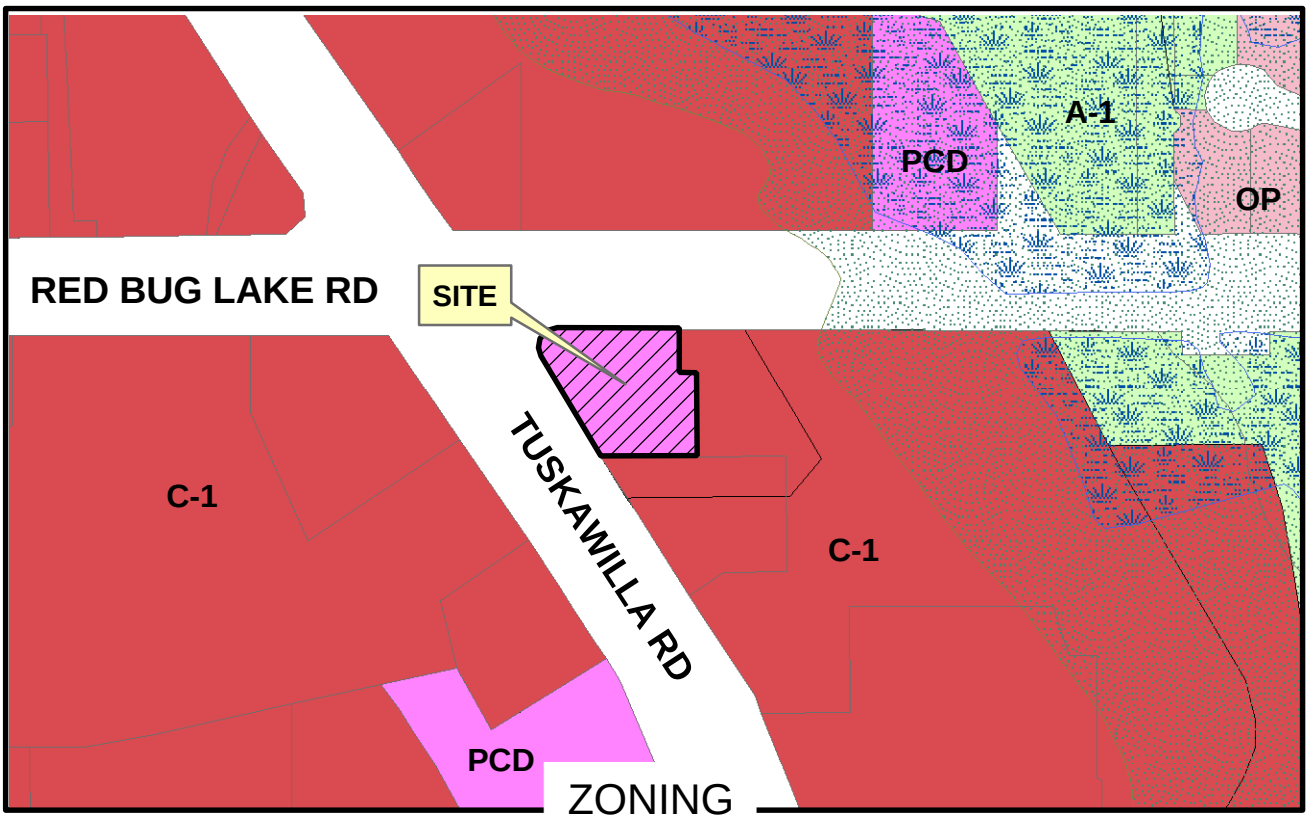


LDR OFF COM Site CONS Municipality

Applicant: Brett Nevaril
Physical STR: 24-21-30-020A-0000
Gross Acres: .86 +/- BCC District: 1
Existing Use: gas station/conv. store
Special Notes: PCD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-036	PCD	PCD

N



A-1 OP C-1 PCD FP-1 W-1

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Rezone No: Z2007-036
From: PCD To: PCD

Parcel
Subject Property

N

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-036 adaer 10/18/07

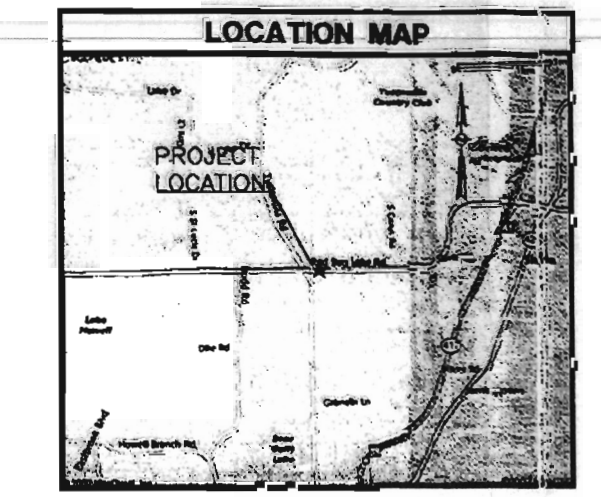
ExxonMobil On the Run

DEVELOPED FOR
EXXON MOBIL CO. U.S.A.

△1 PCD AMENDMENT APPROVAL PLAN

CALL 48 HOURS
BEFORE YOU DIG
It's the Law!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

LOCATION MAP



VICINITY MAP
NOT-TO-SCALE

PROJECT INFORMATION

SITE ADDRESS:

5885 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA 32708-5010

LOT SIZE: 42,208 SF .9690 AC

PROJECT SCOPE: CONVENIENCE FOOD AND BEVERAGE STORE, SELF-SERVICE FUEL PUMPS & CAR WASH

BUILDING SIZE: (3300 SF CONVENIENCE-STORE)
CONSTRUCTION TYPE: V UNP
OCCUPANCY: B7
BUILDING HEIGHT = 23.5' (APPROX)

CAR WASH SIZE: 576 SF
EXISTING CARWASH TO REMAIN
CAR WASH HEIGHT = 18'-0" (APPROX)

CANOPY SIZE: 3183.16 SF
CONSTRUCTION TYPE: N
OCCUPANCY: N/A
CANOPY HEIGHT = 22'-0" (APPROX)

(1) MONUMENT ID SIGN (EXISTING TO REMAIN)

PRESENT USE: COMMERCIAL (SERVICE WITH CAR WASH)

DEVELOPMENT USE: COMMERCIAL (SERVICE WITH CAR WASH)

PARKING CALCULATIONS:
1 SPACE PER 100 SF OF NON-STORAGE AREA
CONVENIENCE STORE = 3200 SF - 1596 SF STORAGE
=1700 SF/100 SF =17 SPACES

TOTAL SPACES REQUIRED: 17
HC REQUIRED: 1

PARKING REQUIRED
TOTAL SPACES PROVIDED = 18
(17) SPACES
(1) H/C SPACES

PERMIT / ZONING NOTES

△1 CONTRACTOR SHALL PAY FOR AND OBTAIN THE REQUIRED SEMINOLE COUNTY PERMITS AND HOLD A PRE-CONSTUCTION CONFERENCE BEFORE STARTING WORK. CONTACT: JIM ALLEN, DEVELOPMENT REVIEW DIVISION, (407) 665-7409 FOR INFORMATION ON SETTING YOUR PRE-CONSTUCTION MEETING, ISSUANCE OF COUNTY PERMITS AND OTHER REQUIREMENTS.

SPECIAL INSPECTIONS

UTILITY COMPANIES

ELECTRICITY:
PROGRESS ENERGY
CONTACT NAME: EVA McCOMMELLE
2801 WEST SR 436
OVIEDO, FL 32765
PH# (407) 359-4479

TELEPHONE:
BELL SOUTH
CONTACT NAME: SCOTT LOVENZ
132 COMMERCE
WINTER SPRINGS, FL 32771
PH# (407) 302-7811

WATER AND SANITARY:
SEMINOLE COUNTY
CONTACT NAME: BECKY NOGGLE
ADDRESS: 520 W. LAKE MARY BLVD STE 200
SANFORD, FL 32773
PH# (407) 665-2143

CONTACTS

OWNER
MOBIL OIL CORPORATION
P.O. BOX 4973
HOUSTON, TX 77210

CLIENT
JONATHAN W. BALLEW | PROJECT MANAGER
CB RICHARD ELLIS | EXXONMOBIL CORPORATION
515 EDEN CLOSE COURT | ROSWELL, GA 30075
T 770 442 8377 | F 770 4275.1142 8378 |
C 678 438 0078

ARCHITECT
WD PARTNERS
7007 DISCOVERY BLVD.
DUBLIN, OH 43017
614.634.7000
614.634.7777 F
CONTACT: WALLACE PERKINS

CIVIL ENGINEER
PROGRESSIVE DEVELOPMENT GROUP, INC.
FL. E.B. NO. 7703
5205 SOUTH LOIS AVENUE
TAMPA, FL 33611
PHONE: (813) 805-0512 FAX: (813) 805-0313
CONTACT: BRETT NEVARIL

SURVEYOR
RAYMOND THOMPSON, PSM
8415 SUNSTATE STREET
TAMPA, FL 33634
PHONE: (813) 886-6080
FAX: (813) 886-6081
CONTACT: ERIC BLACKBURN

GEOTECHNICAL ENGINEER
MDM SERVICES, INC.
ENGINEERING AND ENVIRONMENTAL
501 WEST PEACHTREE STREET
LAKELAND, FLORIDA 33815
PHONE: (863) 646-9130 FAX (863) 648-1106
CONTACT: MICHAEL M. ALEXANDER P.G.

STRUCTURAL ENGINEER
WD-PARTNERS
7007 DISCOVERY BLVD
DUBLIN, OH 43017
PHONE: 614.634.7000
FAX: 614.634.7777
CONTACT: WALLACE PERKINS

M.E.P. ENGINEER
WD-PARTNERS
7007 DISCOVERY BLVD.
DUBLIN, OH 43017
PHONE: 614.634.7000
FAX: 614.634.7777
CONTACT: WALLACE PERKINS

SHEET INDEX

Site Civil Engineering Drawings

Sheet	Description
C0.0	Cover Sheet / Index
C1.0	Site Plan
C2.0	Grading & Drainage Plan
C3.0	Site Details
L1.0	Landscape Plan
TP.1	Tanker Path Plan
PH.0	Photometric Plan
T1.0	Topographical And Boundary Survey

SHEET INDEX – Continued

Note to Plan Reviewers: Exxon plan set sheets use two numbers to identify individual drawings. The Exxon standard Project number identifies the prototype series from which the plans were developed. The Sheet number identifies the discipline and order of the drawings within that series of drawings. Project and Sheet numbers can be found at the lower right of the drawing title block.

C-Store

Canopy

Car Wash

Underground Storage Tanks

△1

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.
APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT
DATE

ExxonMobil Fuels Marketing

U.S. Region Engineering

Progressive DEVELOPMENT GROUP, INC.
5205 SOUTH LOIS AVENUE
TAMPA, FLORIDA 33611
PHONE (813) 805-0512
FAX (813) 805-0313
FL E.B. NO. 7703

Revision Number | Description | Date | Initial
1 - REVISED PER SEMINOLE COUNTY DRC - 6/13/07 - KDH

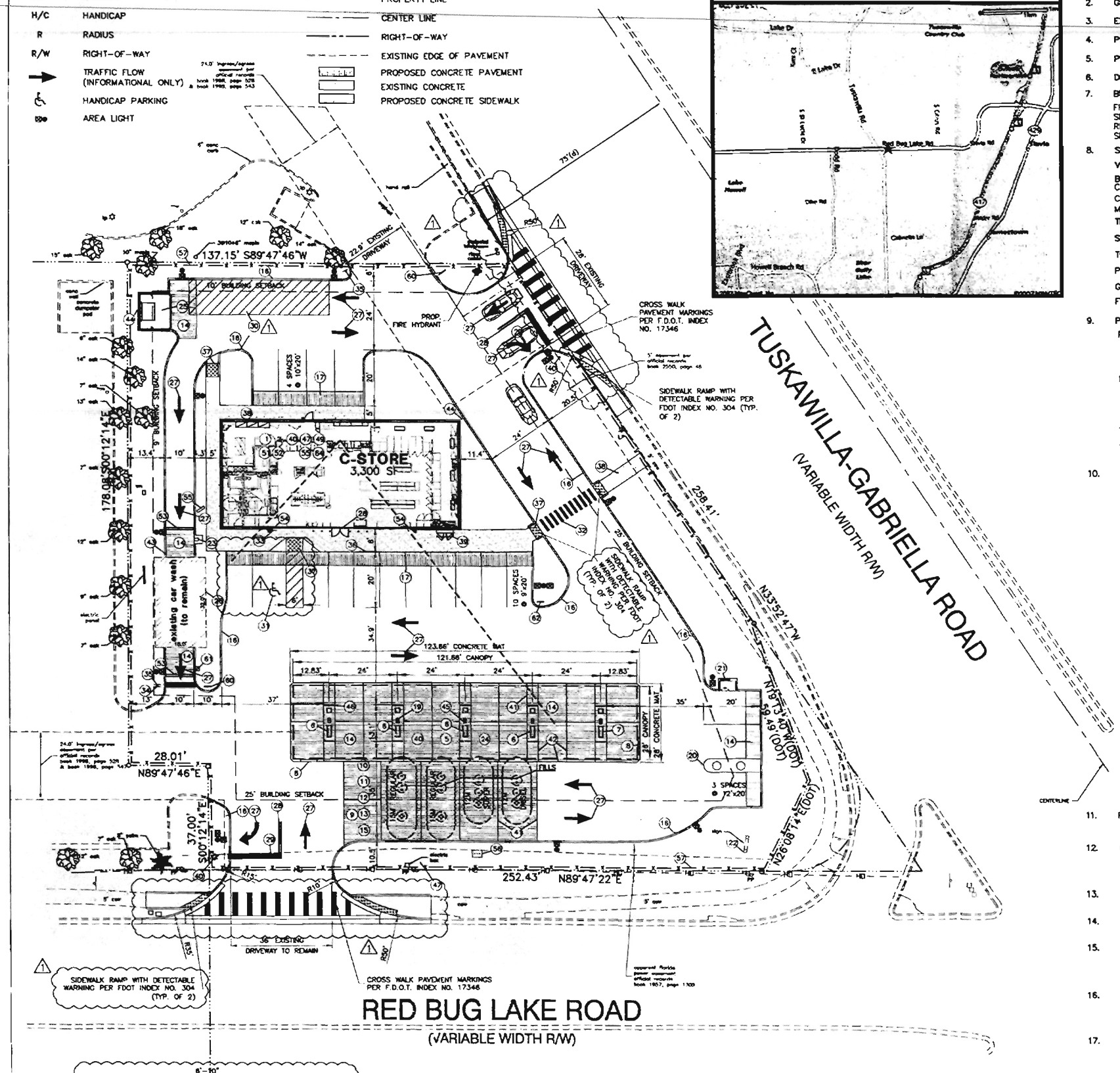
5885 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA
MOBIL SERVICE STATION
COVER SHEET

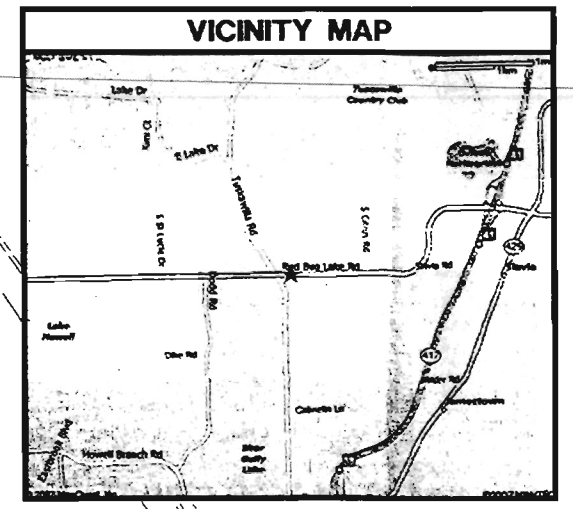
WD Number 10890
Design Type
Building Type / Size 3300 / CW
Scale 1"=20'
Drawn By / Approved By HM/BEN
Issued For 03/27/07
Project No. 015-275.11
Drawing No. C0.0

LEGEND

TYP	TYPICAL
H/C	HANDICAP
R	RADIUS
R/W	RIGHT-OF-WAY
	TRAFFIC FLOW (INFORMATIONAL ONLY)
	HANDICAP PARKING
	AREA LIGHT

PROPOSED CURB
PROPERTY LINE
CENTER LINE
RIGHT-OF-WAY
EXISTING EDGE OF PAVEMENT
PROPOSED CONCRETE PAVEMENT
EXISTING CONCRETE
PROPOSED CONCRETE SIDEWALK





SITE DATA

1. SITE ADDRESS — 5885 RED BUG LAKE ROAD, WINTER SPRINGS, FLORIDA
2. GROSS SITE AREA — 42,264 SF .97 AC
3. EXISTING ZONING — PCD
4. PROPOSED ZONING — PCD
5. PRESENT USE — CONVENIENCE FOOD AND BEVERAGE STORE, SELF-SERVICE FUEL PUMPS & CAR WASH
6. DEVELOPED USE — CONVENIENCE FOOD AND BEVERAGE STORE, SELF-SERVICE FUEL PUMPS & CAR WASH
7. BUILDING SETBACKS
   - FRONT (RED BUG LAKE ROAD) — 25 FT
   - SIDE (EAST) — 9 FT
   - REAR (SOUTH) — 10 FT
   - SIDE (TUSKAWILLA-GABRIELLA ROAD) — 25 FT
8. SITE AREAS:

VEHICULAR USE AREA	26,219 SF	62.04%
BUILDING AREA		
C-STORE	3,300 SF	7.81%
CAR WASH	576 SF	1.36%
MECHANICAL PAD	310 SF	0.73%
TRASH ENCLOSURE AREA	148 SF	0.35%
SIDEWALK AREA	1,245 SF	2.95%
TOTAL IMPERVIOUS AREA	31,798 SF	75.24%
PERVIOUS AREA	10,466 SF	24.761%
GROSS SITE AREA	42,264 SF	100.00%
FLOOR AREA RATIO	0.0781	

9. PARKING DATA:
   PARKING REQUIRED:
   1 SPACE PER 100 SF OF NON-STORAGE AREA
   CONVENIENCE STORE = 3300 SF - 1596 SF STORAGE
   =1700 SF/100 SF =17 SPACES
   PARKING PROVIDED:
   - 12' x 20' HANDICAP SPACE = 1 SPACES
   - 10' x 20' SPACES = 14 SPACES
   - 12' x 20' SPACES = 3 SPACES
   - TOTAL PARKING SPACES REQUIRED = 17 SPACES
   - TOTAL PARKING SPACES PROVIDED = 18 SPACES
10. UTILITIES
    - WATER SERVICE WILL BE PROVIDED BY: SEMINOLE COUNTY, CONTACT NAME: CHARLES BALL, ADDRESS: 520 W. LAKE MARY BLVD STE 200, SANFORD, FL 32773, PH# (407) 665-5669
    - SEWER SERVICE WILL BE PROVIDED BY: SEMINOLE COUNTY, CONTACT NAME: CHARLES BALL, ADDRESS: 520 W. LAKE MARY BLVD STE 200, SANFORD, FL 32773, PH# (407) 665-5669
    - ELECTRIC SERVICE WILL BE PROVIDED BY: PROGRESS ENERGY, CONTACT NAME: EVA McCOMNELLE, 2801 WEST SR 436, OVIEDO, FL 32765, PH# (407) 359-4479
    - TELEPHONE SERVICE WILL BE PROVIDED BY: BELL SOUTH, CONTACT NAME: SCOTT LOVENZ, 132 COMMERCE, WINTER SPRINGS, FL 32771, PH# (407) 302-7611
    - GAS SERVICE WILL BE PROVIDED BY: PEOPLES GAS SYSTEM, CONTACT NAME: J.J. MORRIS, 600 W ROBINSON STREET, ORLANDO, FL 32802, PH# (407) 420-6649
11. FLOOD ZONE
    FEMA FLOOD ZONE X AS SHOWN IN F.I.R.M COMUNITY PANEL. NO. 12117C 0145E REVISED APRIL 17, 1995
12. OWNER
    MOBIL OIL CORPORATION, P.O. BOX 4973, HOUSTON, TX 77210
13. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS ON THIS SITE.
14. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH SEMINOLE COUNTY REQUIREMENTS.
15. BUILDING HEIGHT =22'-3" (APPROX)
    CANOPY HEIGHT =21'-6" (APPROX)
    CAR WASH HEIGHT =20'-0"
    TRASH ENCLOSURE HEIGHT =7'-4"
16. CONSTRUCTION TYPE
    C-STORE - TYPE V UNSPRINKLED
    CANOPY - TYPE IV
    CARWASH - EXISTING TO REMAIN
17. APPLICANT/AGENT
    BRETT NEVARIL, PROGRESSIVE DEVELOPMENT GROUP, INC., 5205 SOUTH LOIS AVENUE, TAMPA, FL 33611, (813) 805-0512, BRETTNEVARIL@PROGRESSIVEDG.COM
18. SOILS CLASSIFICATION
    BASED ON THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY FOR SEMINOLE COUNTY, MYAKKA AND EAUGALLIE FINE SAND COVERS THE NORTHERN PORTION OF THE SITE AND TAVARES-MILHOPPER FINE SAND COVERS THE SOUTHERN PORTION OF THE SITE.

0' 20' 40'
SCALE: 1" = 20'

1. ALL UTILITY CONNECTIONS ARE TO BE AS PER LOCAL CODE BY G.C.
2. G.C. TO PROVIDE CONDUIT AND WIRING TO ALL EXXONMOBIL I.D. SIGNS AND YARD LIGHTS AND CONDUIT ONLY TO PUBLIC TELEPHONE BOOTH.
3. SITE PLAN SUPERSEDES ALL WORKING DRAWINGS.
4. UNLESS OTHERWISE NOTED, ALL PAINT TO BE FURNISHED BY G.C.
5. 30" HIGH INTENSITY R1-1 STOP SIGN AND 24" WHITE THERMOPLASTIC STOP BAR TO BE PROVIDED AS SHOWN ON THIS PLAN.
6. ALL CONSTRUCTION SHALL COMPLY WITH REQUIREMENTS OF THE COUNTY DEVELOPMENT CODE, ENGINEERING STANDARDS MANUAL AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ITEM NO.	FURNISHED BY:	INSTALLED BY:		DRAWING NUMBER
			BUILDINGS	
1	GC	GC	BLDG. TYP: 3,300 S.F. CONVENIENCE STORE	C1.0
2	GC	GC	BLDG. TYP: EXISTING CAR WASH	C1.0
3			SPARE	
4			SPARE	
			CANOPY AND ISLANDS	
5	CS	CS	CANOPY TYP: 123.86' X 28'-0"	C1.0
6	EM	GC	(4) MPD DRESSER WAYNE PLUS SYSTEM	C1.0
7	EM	GC	(1) FOUR PRODUCT MPD DRESSER WAYNE PLUS SYSTEM	C1.0
8	EM	CS	(2) MOBIL CANOPY FASCIA SIGNS (WIRING BY G.C.)	G1.0
			YARD AREA - TANKS	
9	EM	GC	NEW DOUBLE WALL FIBERGLASS UNDER GROUND STORAGE TANKS 2-(15K) GAL. UNLEADED REGULAR TANKS MANIFOLDED TOGETHER (12K) GAL. UNLEADED SUPREME (8K) GAL. DIESEL	MOBIL TANK DRAWINGS
10	EM	GC	NEW 1-1/2 HP. STP W/ NEW CONTAINMENT SUMP AND 48"ø MANHOLE	700100/C4.0
11	GC	GC	2" ENVIRON PRODUCT PIPING (FLEXIBLE)	700100/C4.0
12	GC	GC	3" STAGE TWO VAPOR RECOVERY PIPE, MANIFOLD BAR AND 3" FRP VENT DOUBLE WALL	700100/C4.0
13	EM	GC	G.C. TO INSTALL STREET BOXES ON UNDER GROUND STORAGE TANKS	700100
			YARD AREA - OTHER	
14	GC	GC	6" THK CONC. 3,500 PSI W/ 6"x6" W 1.4xW 1.4 WWF	C1.0
15	GC	GC	8" THK CONC. 3,500 PSI W/ NO. 3 BARS 12" OC (TANK FIELD)	700100
16	GC	GC	6" x 18" VERTICAL CURB	C3.0
17	GC	GC	6" THICK CONC. 3,500 PSI W/ 6"x6" W 1.4xw 1.4 WWF TINTED BLACK	C1.0
18			SPARE	
19	GC	GC	40-B:C FIRE EXTINGUISHER (TYP OF 5 - AS SHOWN ONE PER ISLAND)	C1.0
20	EM	GC	VACUUM STAND	C3.0
21	EM	GC	AIR / WATER STAND	C3.0
22	EM	GC	EXISTING ID SIGN TO REMAIN	G1.0
23	EM	GC	COIN BOX	C1.0
24	GC	GC	SPARE	
25	GC	GC	12'-0" X 12'-0" X 8'-0" HIGH MASONRY TRASH ENCLOSURE	TR1.0
26	EM	GC	BUILDING SIGNAGE	G1.0
27	GC	GC	THERMOPLASTIC DIRECTIONAL STRIPING (TYPICAL)	C1.0
28	GC	GC	DOUBLE 6" SOLID YELLOW THERMOPLASTIC STRIPING	C1.0
29	GC	GC	24" WHITE THERMOPLASTIC STOP BAR	C1.0
30	GC	GC	12' x 55' LOADING ZONE - 6" WHITE STRIPING	
31	GC	GC	PAVEMENT MARKINGS FOR H/C PARKING AND STANDARD PARKING SPACE ALL OTHER PAVEMENT MARKINGS TO BE PER LOCAL CODE	C1.0
32	GC	GC	6' WIDE PIANO KEY, 12" WHITE STRIPING, 24" ON CENTER	C1.0
33	GC	GC	HANDICAP PARKING SIGN, WALL MOUNTED	C3.0
34	GC	GC	R5-1 "DO NOT ENTER" SIGN	C1.0
35	GC	GC	R1-1 "STOP" SIGN	C1.0
36	GC	GC	PAINT CONCRETE PAVEMENT ADJACENT TO SIDEWALK WITH 6" WIDE STRIP SAFETY YELLOW IN FRONT OF DOORS	C1.0
37	GC	GC	HANDICAP RAMP WITH DETECTABLE WARNING	C1.0/ 3.0
38	GC	GC	5' CONCRETE SIDEWALK	C1.0/C3.0
39	GC	GC	4" CONCRETE SIDEWALK	C1.0/C3.0
40	GC	GC	FTP 52-04 "RIGHT TURN ONLY" AND R1-1 STOP SIGN	C1.0
41	GC	GC	METAL KEYWAY JOINT	C3.0/P3.0
42	GC	GC	SAW CUT LINE, FILL WITH SST JOINT	C1.0
43	GC	GC	6" STEEL BOLLARD ENCASED IN PVC TUBE AND TOP (TYP OF 2)	A1.0 CW
44	CS	CS	6" STEEL BOLLARD (TYP OF 5)	TR1.0
45	GC	CS	CANOPY COLUMN (TYP. OF 5)	C1.0
46	GC	GC	HORSESHOE BOLLARD (TYP. OF 10)	P13.0
47	GC	GC	POLE MOUNTED TRANSFORMER	C1.0/C4.0
48	GC	GC	(9) 18ft HIGH 350 WATT FIXTURE/POLE (SEE PHOTOMETRIC DRAWING) (3) DUAL HEAD 350 WATT FIXTURE/POLE	C3.0/PH-1
49	GC	GC	1 1/2" METER W/ 1 1/2"BFP (FOR BUILDING USE)	C4.0
	GC	GC	1" METER W/ 1" BFP (FOR IRRIGATION USE)	
50	GC	GC	750 GAL. OIL AND GREASE INTERCEPTOR W/CAST IRON TRAFFIC LIDS	RF2/C4.0
51	GC	GC	4" PVC SAN. SEWER CONNECT TO EXIST. SAN SEWER STUB OUT	C4.0
52	GC	GC	"FLAPPER" VALVE ON SEWER LINE AT CAR WASH	C4.0
53	GC	GC	12" TRENCH DRAIN	C2.0/C3.1
54	GC	GC	EMERGENCY SHUTOFF SWITCH (TYP OF 2)	C1.0/E1.1
55	GC	GC	CAR WASH MDRU BOARD	G1.0
56	GC	GC	VENT RISERS WITH SPILL CONTAINMENT SUMP	C1.0/C4.0
57	GC	GC	8' HIGH TEMPORARY CONSTRUCTION CHAIN LINK FENCE	C1.0
58	GC	GC	LANDSCAPING PER LANDSCAPING PLAN	L1.0
59	GC	GC	IRRIGATION PER DWG APPROVED BY EXXON MOBIL ENGINEER	L2.0
60	EM	GC	CAR WASH ENTRANCE/EXIT SIGN	C1.0
61	EM	GC	CAR WASH DRYER UNIT COUNTDOWN TIMER	C1.0/A1.0
62	EM	GC	CARWASH DIRECTIONAL SIGN	C1.0

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

SEMINOLE COUNTY
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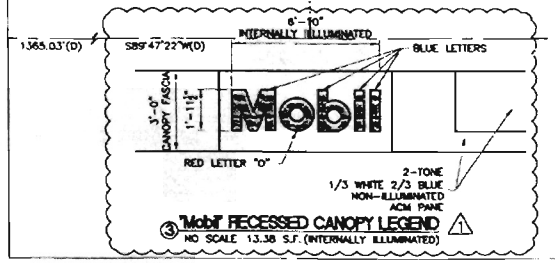
SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE



③ "Mobil" RECESSED CANOPY LEGEND
NO SCALE 13.38 S.F. (INTERNALLY ILLUMINATED)

NOTE: ALL PROPOSED LIGHTS ARE FLAT LENS CUT-OFF FIXTURES. WILL COMPLY WITH SCLD 30.1234

NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY TRAFFIC SIGNAL EQUIPMENT INCLUDING BUT NOT LIMITED TO FIBER, LOOP SENSORS, PULL BOXES, CONDUIT, TRAFFIC SIGNALS AND CABINETS. ANY ITEMS DAMAGED BY THE CONTRACTOR WILL BE RESTORED TO THEIR ORIGINAL CONDITIONS UNLESS OTHERWISE AGREED UPON BY THE COUNTY TRAFFIC ENGINEER.

FIRE PROTECTION NOTE: THER IS A PROPOSED FIRE HYDRANT LOCATED AT THE SOUTHERN SIDE OF THE DRIVEWAY ALONG TUSKAWILLA-GABRIELLA ROAD.

UTILITY NOTE: EXISTING 1½" DOMESTIC WATER METER AND 1" IRRIGATION METER WILL BE REUSED. PROPOSED SANITARY WILL BE DISCHARGED TO EXISTING SANITARY SEWER SYSTEM ALONG TUSKAWILLA-GABRIELLA ROAD. (SAME LOCATION AS EXISTING CONDITIONS).

PAVEMENT NOTE: CONCRETE PARKING ADJACENT TO C-STORE SHALL BE PAVED W/ BLACK-COLORED CONCRETE (LAMBERT CORPORATION DEEP BLACK 33C). COLOR SHALL BE PRE-MIXED BY CONCRETE VENDOR.

STORMWATER MANAGEMENT PLAN NOTE: EXISTING STORMWATER SYSTEM WILL BE REMOVED. PROPOSED STORMWATER MANAGEMENT SYSTEM UTILIZE UNDERGROUND STORMTRAP SYSTEM TO BE INSTALLED. THE SYSTEM WILL DISCHARGE TO EXISTING CURB INLET ALONG TUSKAWILLA-GABRIELLA ROAD. (SAME LOCATION AS EXISTING CONDITIONS).

ExxonMobil Fuels Marketing

U.S. Region Engineering

Progressive DEVELOPMENT GROUP, INC.
5205 SOUTH LOIS AVENUE
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PHONE (813) 805-0512
FAX (813) 805-0513
FL E.B. No. 7703

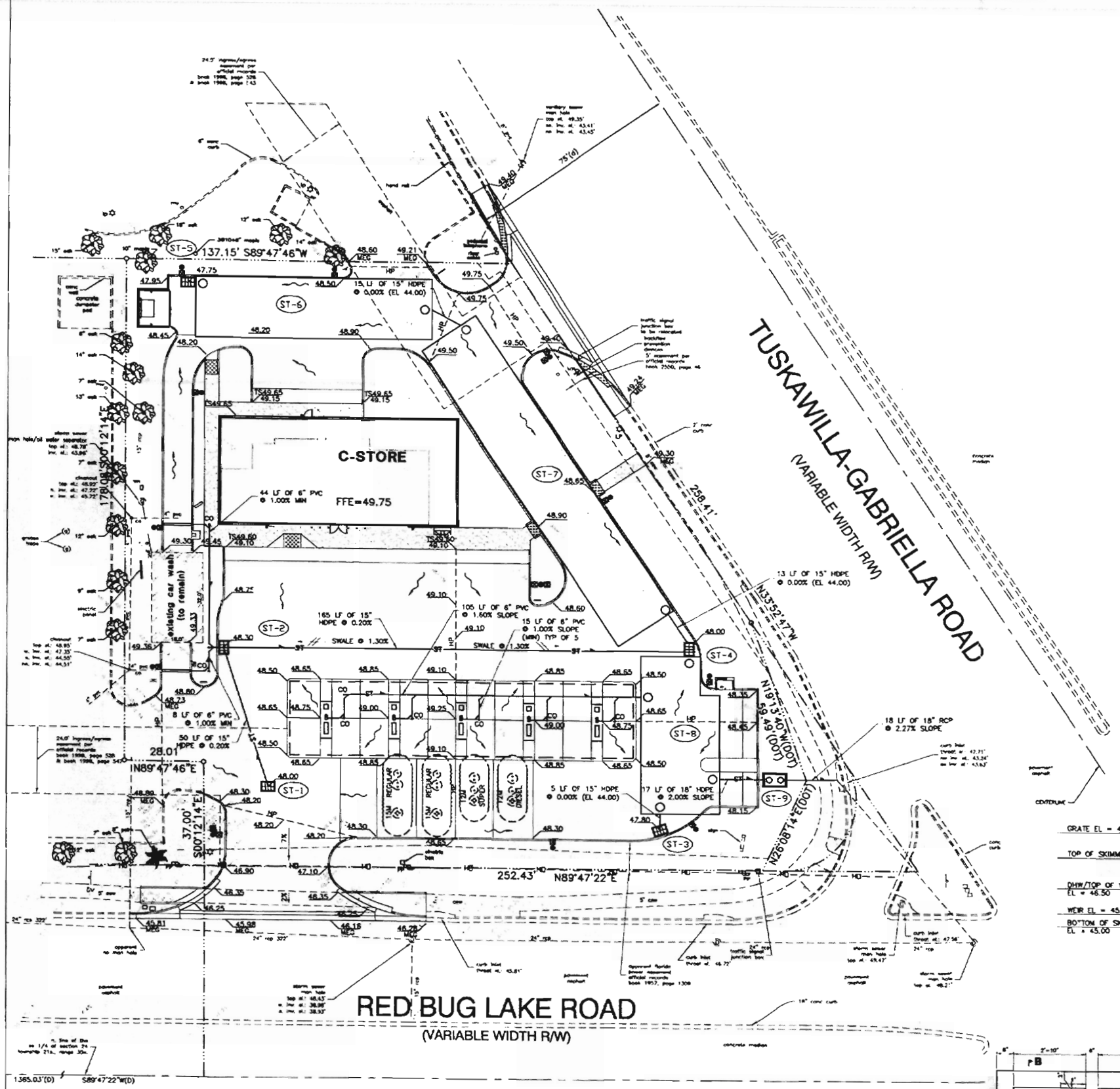
NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085
SEP 1 9 2007
DATE
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & SEAL APPLIED

Revisions	Description	Date
1	REVISED PER SEMINOL COUNTY DRC	8/13/07

Site: 5885 RED BUG LAKE ROAD WINTER SPRINGS, FL
Project: MOBIL SERVICE STATION RAS No. 10890

SITE PLAN

RAS Number: 10890
Design Type: SITE
Building Type / Size: 3,300/EXISTING CW
Building Type:
Bldg. Center: CIVIL
Scale: 1"=20'
Drawn By / Approved By: HM/BEN
File Name:
Date:
Issued For: 03/26/07 PERMIT
Project No. 015-275.11
Drawing No. C1.0



PAVING, GRADING AND DRAINAGE NOTES:

1. ALL HDPE PIPE SHALL BE ADVANCED DRAINAGE SYSTEMS,INC. N-12 OR APPROVED EQUAL.
2. PROPERTY OWNER IS RESPONSIBLE FOR MAINTANACE OF ALL ON-SITE STORMWATER MANAGEMENT SYSTEMS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD 48 HOURS PRIOR TO COVERING STORMWATER PIPING FOR INSPECTION.
4. SEE GENERAL NOTES SHEET FOR EROSION AND SILTATION CONTROL ALONG WITH GENERAL NOTES.
5. SEE SITE PLAN/HORIZONTAL CONTROL SHEET FOR SITE DATA.
6. SEE BOUNDARY & TOPOGRAPHIC SURVEY FOR TEMPORARY BENCH MARK (TBM) LOCATIONS.
7. THE CONTRACTOR SHALL MEET ALL APPLICABLE REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE ACCESSIBILITY REQUIREMENTS MANUAL PREPARED BY THE FLORIDA BOARD OF BUILDING CODES AND STANDARDS.
8. THE CONTRACTOR SHALL MEET ALL REQUIREMENTS FOR LOCAL MUNICIPALITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION WITH REGARD TO IMPROVEMENTS WITHIN THEIR RESPECTIVE RIGHTS-OF-WAY.
9. ALL PVC STORM PIPE SHALL COMPLY WITH AWWA , SDR 35.
10. ALL DISTURBED AREAS WITHIN RIGHTS-OF-WAY TO BE SODDED.
11. CONTRACTOR SHALL INSTALL EROSION CONTROL SILT FENCE AROUND THE PERIMETER OF THE SITE AND MUST MAINTAIN THE SILT FENCE IN GOOD REPAIR UNTIL ALL CONSTRUCTION IS COMPLETE AND THE AREA IS STABILIZED.

STORM STRUCTURE DATA

ST-1
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.75
IE (S) = 44.75

ST-2
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 48.30
IE (N,W) = 44.60
IE (E) = 46.80

ST-3
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.80
IE (S) = 44.80

ST-4
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 48.00
IE (E) = 44.25
IE (N,S) = 44.00

ST-5
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.75
IE (W) = 44.75

ST-6
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.00
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-7
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.00
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-8
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.00
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-9
TYPE "J" OUTFALL CONTROL STRUCTURE
SEE DETAILS THIS SHEET
FDOT INDEX NO. 200 AND 201
TOP = 48.70
IE (E,W) = 43.66

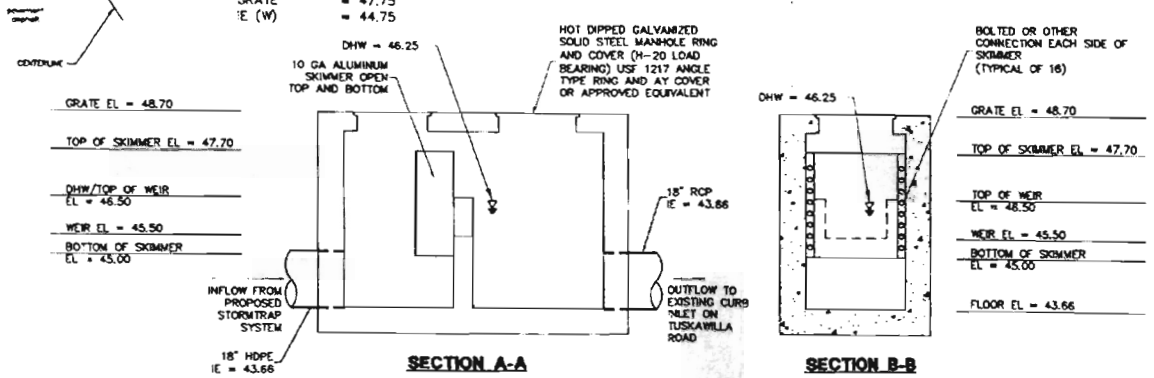
0' 20' 40'
SCALE: 1" = 20'

LEGEND

EL	ELEVATION
DS	DOWN SPOUT
TYP	TYPICAL
CO	CLEANOUT
IE	INVERT ELEVATION
	EXISTING ELEVATION
	PROPOSED PAVEMENT ELEVATION
	GRATE INLET
	MITERED END SECTION
	FLOW DIRECTION
	SWALE
	DIRECTION OF STORMWATER FLOW
ST	PROPOSED STORM SEWER
FFE	FINISH FLOOR ELEVATION
HDPE	HIGH DENSITY POLY ETHYLEN
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
ST-1	STORM SEWER STRUCTURE NUMBER
	EROSION CONTROL
	CONCRETE PAVEMENT
HP	HIGH POINT
LP	LOW POINT
MEG	MATCH EXISTING GRADE
TS	TOP OF SIDEWALK

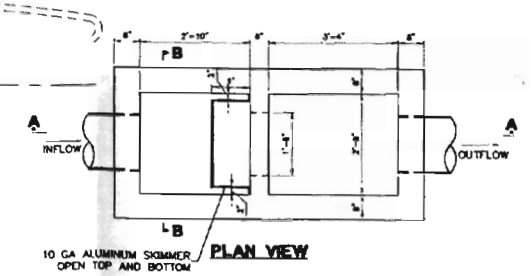
CLEANOUT NOTE:

ALL CLEANOUTS AT CANOPY ISLANDS SHALL BE SET A MINIMUM OF 5FT FROM EDGE OF DISPENSER.



SECTION A-A

SECTION B-B



PLAN VIEW

(ST-9) 4'x8' MODIFIED TYPE "J" OUTFALL CONTROL STRUCTURE INLET FDOT INDEX No. 200, 201

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

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SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil Fuels Marketing

U.S. Region Engineering

Progressive DEVELOPMENT GROUP, INC.
5305 SOUTH LAKE AVENUE
WINTER PARK, FLORIDA
PHONE: (813) 300-0013
FAX: (813) 300-0013
FL EB No. 7703

NISIT SAPPARKHAD, P.E.
FL REG. NO. 64085

DATE
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & SEAL APPLIED

Revisions - Number	Description - Date - Initial
1	REVISED PER SEMINOL COUNTY DRC - 6/13/07 - BEN

File 5885 RED BUG LAKE ROAD WINTER SPRINGS, FL
Project MOBIL SERVICE STATION RAS No. 10890

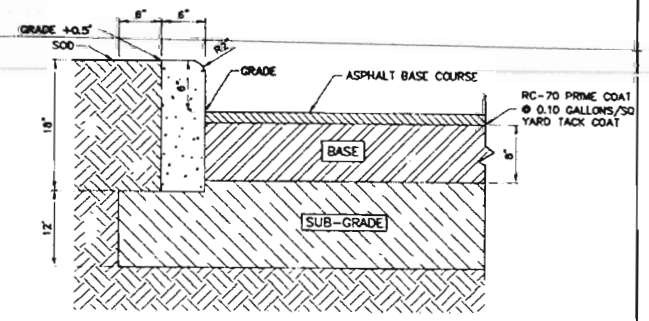
GRADING PLAN

WIS Number 10890
Design Type SITE
Building Type / Size 3300/EXISTING CW
Building Style

Bldg. Center CMIL
Scale 1"=20'
Drawn By / Approved By HM/BEN
File Name
Date
Issued For 03/26/07 PERMIT

Project No. 015-275.11

Drawing No. C2.0



ASPHALT 1-½" TYPE S-3 ASPHALTIC CONCRETE WEAR COURSE COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

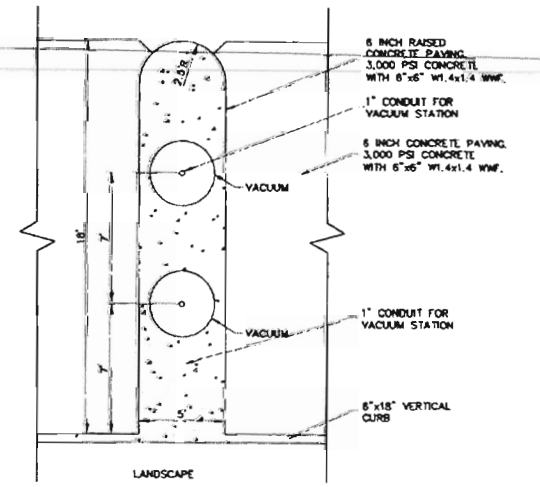
BASE 8" LIMEROCK LBR 100 2 LIFTS COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

SUB-GRADE 12" STABILIZED SUB-GRADE LBR 40 COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

NOTE: CURB SHALL BE CAST OF 3,000 P.S.I. CONCRETE. SUBGRADE IS TO BE STABILIZED.

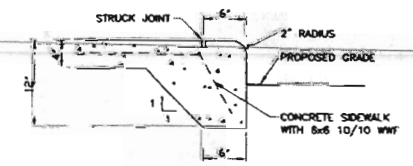
TYPICAL ASPHALT PAVEMENT SECTION WITH 6" CURB ⚠1

04/06/05 PDG



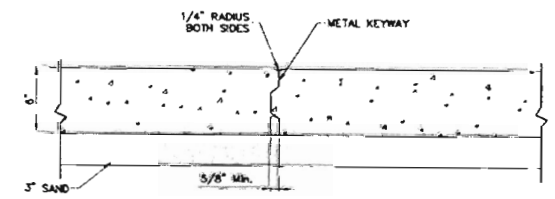
CUSTOMER SERVICE DETAIL

N.T.S. 04/15/05 PDG



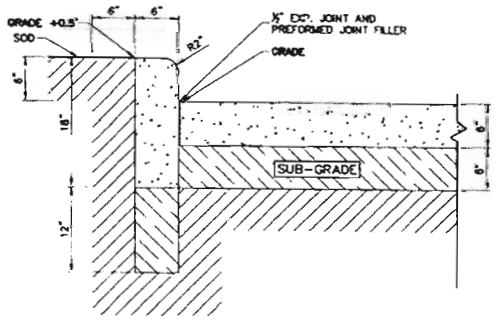
INTEGRAL CURB SIDEWALK

N.T.S.



METAL KEYWAY JOINT

SCALE: 1"=1'-0" 04/06/05 PDG



CONCRETE 6" THICKNESS 3,500 PSI WITH 6"x6" W 1.4xW 1.4 WWF.

SUB-GRADE 6" STABILIZED SUB-GRADE LBR 40 COMPACTED TO 98% AASHTO T-180.

NOTE: UTILIZE 8" CONCRETE OVER UNDERGROUND FUEL TANKS.

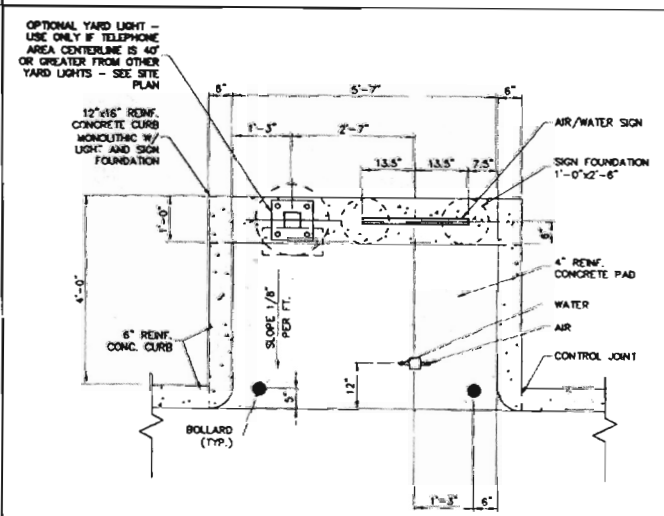
EXPANSION JOINT BETWEEN CURB AND CONCRETE PAVEMENT

FOR CURB, GUTTER AND CURB & GUTTER PROVIDE ⅜" – ½" CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO THE CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB, GUTTER AND CURB & GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.

NOTE: CURB SHALL BE CAST OF 3,000 P.S.I. CONCRETE

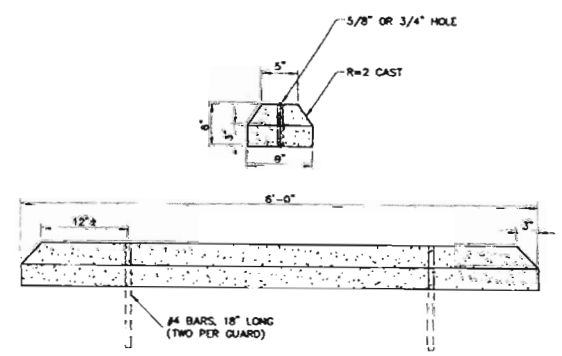
TYPICAL CONCRETE PAVEMENT SECTION WITH 6" CONCRETE CURB ⚠1

SCALE: 1"=1'-0" 04/06/05 PDG



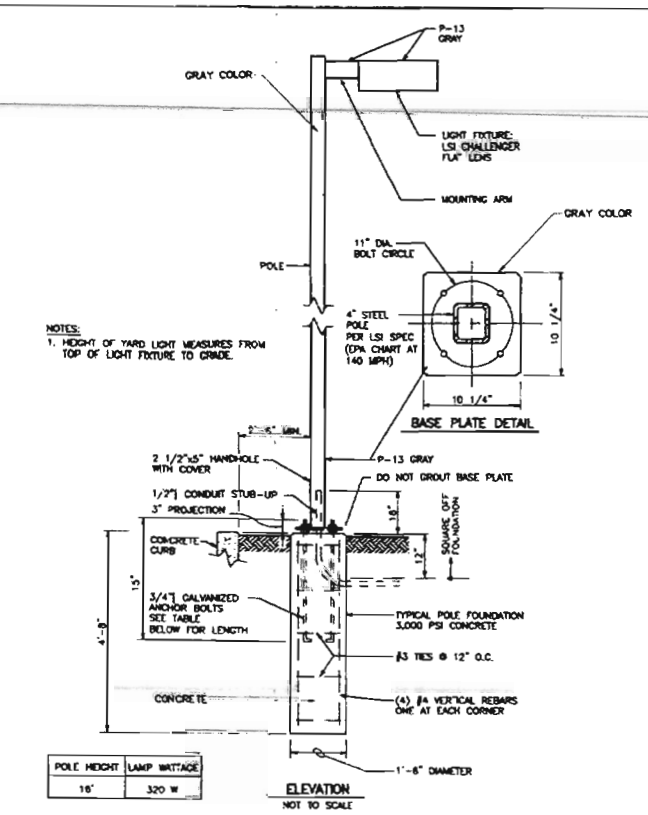
AIR AND WATER PLAN VIEW DETAIL

N.T.S. 04/28/05 PDG



CONCRETE WHEEL STOP

SCALE: 1"=1'-0"

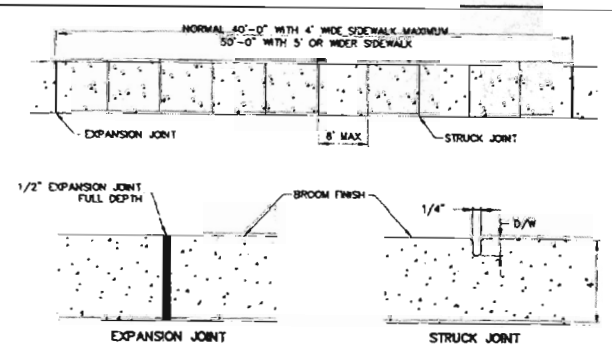


NOTES:
1. HEIGHT OF YARD LIGHT MEASURES FROM TOP OF LIGHT FIXTURE TO GRADE.

POLE HEIGHT	LAMP WATTAGE
16'	320 W

LIGHT SPECIFICATIONS:
1.) AREA LIGHT: LSI-CHH-FT-320-PSMV-F 16' POLE.
2.) UNDERCANOPY LIGHT: LSI-ECTA-S-320-PSMV-F

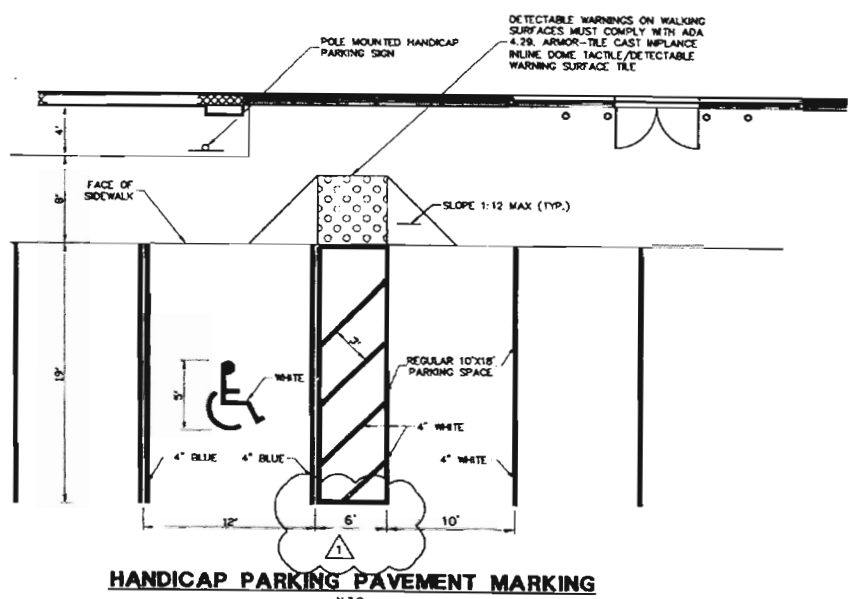
TYPICAL YARD LIGHT DETAIL



NOTES:
1.) SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 60'.
2.) EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PREFORMED JOINT FILLER, TO FULL DEPTH OF CONCRETE.
3.) ALL SIDE WALKS SHALL BE CONSTRUCTED OF 4 INCH THICK PORT LAND CEMENT CONCRETE, AND MUST BE INSTALLED OVER A FOUR-INCH THICK, COMPACTED LIME ROCK BASE.

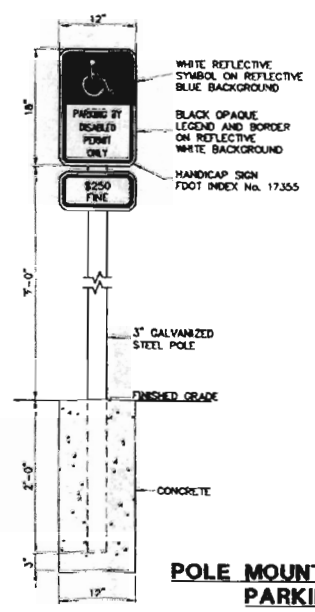
TYPICAL SIDEWALK

N.T.S. 04/15/05 PDG



HANDICAP PARKING PAVEMENT MARKING

N.T.S.



NOTES:
1.) METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE RUSTPROOF.
2.) CONCRETE FOR FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 p.s.i.
3.) SIGNS WILL BE FABRICATED BY USING REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.
4.) MESSAGE LETTERING SHALL BE UPPER CASE (WHITE)(SERIES B) 2" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5.) THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (FED. STD. 595a, COLOR #15180).
6.) SIGN POST SHALL BE MIN. 2'-0" CLEAR FROM BACK OF CURB.

POLE MOUNTED HANDICAP PARKING SIGN

N.T.S.

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

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SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil Fuels Marketing

U.S. Region Engineering

Progressive DEVELOPMENT GROUP, INC.
3205 SOUTH LOIS AVENUE
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PHONE (813) 835-0202
FAX (813) 835-0313
FL E.B. No. 7763

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

SEP 1 9 2007

DATE

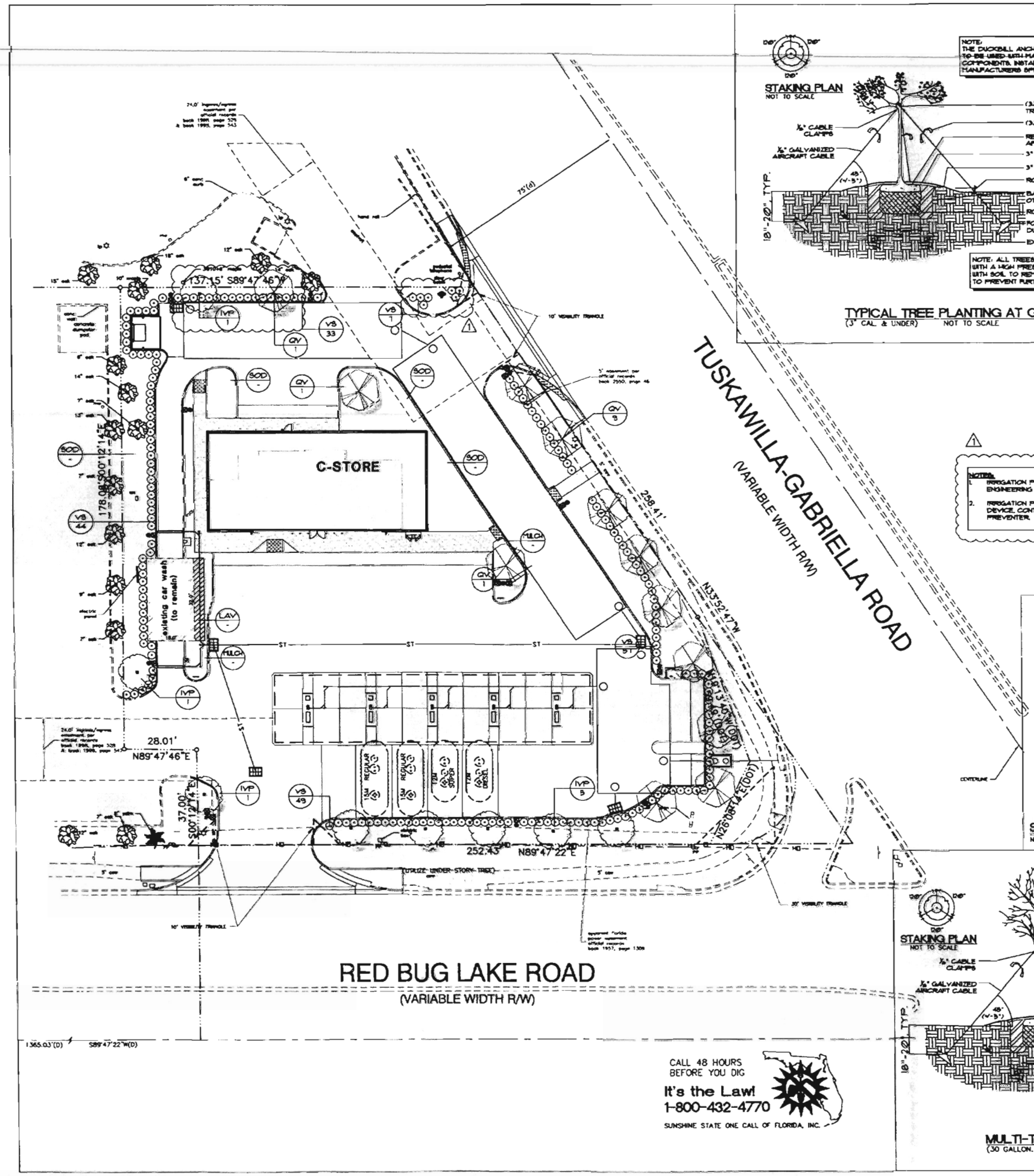
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & RAISED SEAL APPLIED

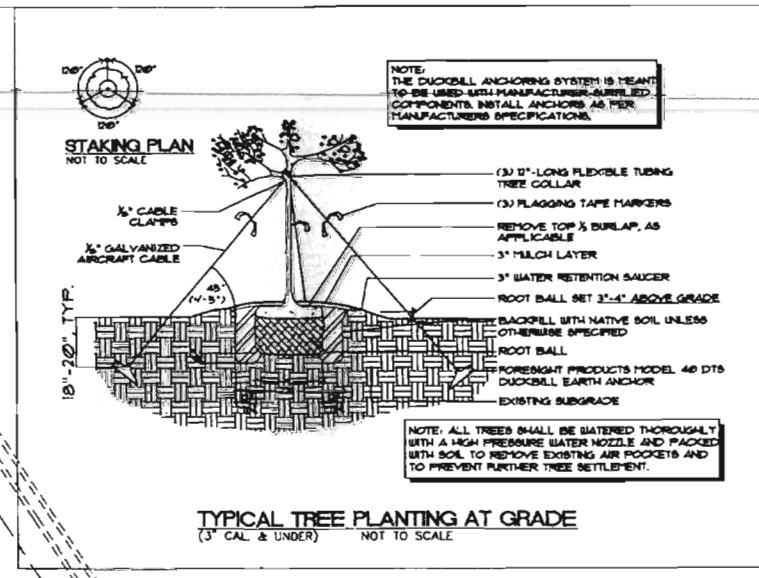
Revision Number – Description – Date – Initial
1 – REVISED PER SEMINOLE COUNTY DRC – 8/1/07 – BEN

File: 5885 RED BUG LAKE ROAD WINTER SPRINGS, FLORIDA
Project: MOBIL SERVICE STATION

SITE DETAILS

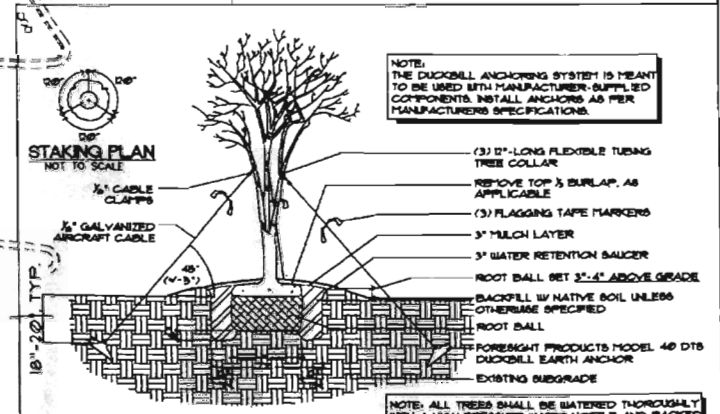
MXI Number: 10890
Design Type:
Building Type / Size: 3200 / CW
Bldg. Code: Snider
Drawn By / Approved By: HM/BEN
File Name:
Date Issued For: 03/27/07
Project No. 015-275.11
Drawing No. C3.0





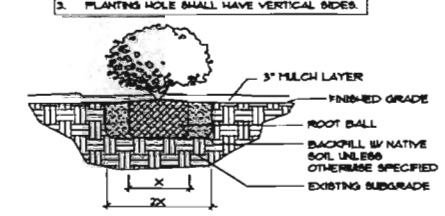
TYPICAL TREE PLANTING AT GRADE
(3" CAL. & UNDER) NOT TO SCALE

NOTES:
1. IRRIGATION PLAN TO BE SUBMITTED FOR ENGINEERING REVIEW.
2. IRRIGATION PLAN TO INCLUDE RAIN SENSOR DEVICE, CONTROLLER AND BACKFLOW PREVENTER.



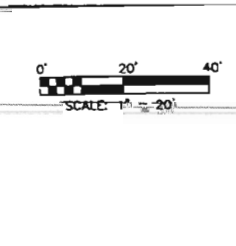
MULTI-TRUNK TREE PLANTING AT GRADE
(30 GALLON. & UNDER) NOT TO SCALE

NOTES:
1. SPACING VARIES SEE PLAN/SCHEDULE
2. PLANT SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE IN THE CONTAINER.
3. PLANTING HOLE SHALL HAVE VERTICAL SIDES.



SHRUB/GROUND COVER PLANTING DETAIL
NOT TO SCALE

CALL 48 HOURS BEFORE YOU DIG
It's the Law!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



MATERIALS LIST

QTY	KEY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
8	IVP	*Ilex vomitoria 'Pendula'*	Weeping Youpon Holly	B/B., 8' ach X 4'-5' spr, 3" caliper
10	QV	Quercus virginiana	Live Oak	B/B., 8' ach X 5' spr, 3" caliper
321	VS	Viburnum suspensum	Sandankwa Viburnum	3 gallon, 24" ht, 36" o.c.
	MULCH	Cypress Mulch	Cypress Mulch	Sq Yd
	SOD	Stenotaphurm Secunatum	St. Augustine "Floratam"	**sq/ft.

1

LANDSCAPE REQUIREMENTS •

LANDSCAPE DATA

LANDSCAPE BUFFERS - (RIGHT OF WAY)
RIGHT OF WAY BUFFER - 10 FEET WIDTH, 5 FOOT MINIMUM
4 SHADE TREE PER 100 LF
LANDSCAPE SCREEN/HEDGE = 75% OF PARKING AREAS

RED BUG LAKE ROAD = 192' LESS 38' DRIVEWAY/100'
= 154 X 4 = 7 TREES REQUIRED
/7 TREES PROVIDED INSTALL CONTINUOUS HEDGE

TUSKAWILLA-GABRIELLA ROAD = 247' LESS 28' DRIVEWAY/100'
= 2.19 X 4 = 9 TREES REQUIRED
/9 TREES PROVIDED INSTALL CONTINUOUS HEDGE

LANDSCAPE BUFFERS - (ADJACENT TO NON-RESIDENTIAL)
NON-RESIDENTIAL BUFFER - 5 FOOT MINIMUM
1 TREE PER 25 LF
LANDSCAPE SCREEN/HEDGE = 75% OF PARKING AREAS

SOUTH (REAR PROPERTY LINE)
= 137' LESS 24' DRIVEWAY/25'
= 5 TREES REQUIRED
EXISTING 10" CALIPER INCHES = 4 TREES PLUS 1 PROPOSED TREE
INSTALL CONTINUOUS HEDGE

EAST (INTERIOR SIDE PROPERTY LINE)
= 215' LESS 24' DRIVEWAY/25'
= 8 TREES REQUIRED
EXISTING 21" CALIPER INCHES = 8.4 TREES PLUS 1 PROPOSED TREE
INSTALL CONTINUOUS HEDGE

INTERIOR LANDSCAPE REQUIREMENT
10% OF PARKING AREA REQUIRED
3,940 SF X 0.1 = 394 SF
1 TREE PER 200 SF OF REQUIRED INTERIOR LANDSCAPING
394 SF/ 200 SF = 2 TREES REQUIRED.
PROVIDED = 2 TREES

OPEN SPACE REQUIREMENT
MIN. OF 25% OF SITE
25% PROVIDED

ADDITIONAL NOTES

ALL AREAS OF NEW PLANTING SHALL BE MULCHED WITH GRADE "A" CYPRESS MULCH OR APPROVED EQUIVALENT AS MANDATED BY SEMINOLE COUNTY.

AREAS NOT PLANTED WITH TREES, SHRUBS, OR GROUNDCOVERS SHALL BE SODDED WITH ST. AUGUSTINE SOD.

CONTRACTOR SHALL INSTALL NEW IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS.

** as per Seminol County landscape code requirements

GENERAL LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL SHALL BE FLA. NO. 1 GRADE OR BETTER, AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, BY DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK. LANDSCAPE MATERIAL SHALL BE PLANTED ACCORDING TO SOUND NURSERY PRACTICES.
2. ALL SHRUBS SHALL BE A MINIMUM OF 36" HIGH AT THE TIME OF PLANTING AND SPACED NO GREATER THAN 24" ON CENTER. SHRUBS SHALL NOT ADVERSELY IMPACT EXISTING TREE ROOT SYSTEMS AND SHALL BE FIELD ADJUSTED IF NECESSARY.
3. ALL REQUIRED TREES SHALL BE A MINIMUM OF 8' OVERALL HEIGHT WITH A MIN. 2" CAL. AND 4' SPRD. AT TIME OF PLANTING. ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES, OBSTRUCTIONS, ETC. SEE MATERIALS LIST FOR EXACT SPECIFICATIONS.
4. ALL REQUIRED TREES SHALL BE LOCATED A MINIMUM OF 5 FEET FROM IMPERVIOUS SURFACES, ALL SHRUBS 2 FEET.
5. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED TO MAINTAIN THE LANDSCAPE AREA IN A HEALTHY MANNER AND PROVIDE 100% COVERAGE.
6. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS. ALL PLANTING SHALL BE MULCHED TO A 3" MINIMUM DEPTH.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP OF PREMISES AND REMOVAL OF ALL DISCARDED AND SURPLUS MATERIALS, AND RUBBISH.
8. VERIFY THE LOCATIONS OF EXISTING TREES, LAWNS, AND SHRUBS. REMOVE EXTRANEOUS MATERIALS SUCH AS ROCKS, BRANCHES, BUILDING MATERIALS OR UNACCEPTABLE SOILS PRIOR TO PLANTING SOD, TREES, AND SHRUBS , WHERE ENCOUNTERED.
9. CONTRACTOR SHALL BECOME ACQUAINTED WITH THE RELATED PAVING, SITE GRADING , AND ALL UTILITIES (INCLUDING WATER, SEWER, AND ELECTRICAL SUPPLY) TO PRECLUDE ANY MISUNDERSTANDINGS AND ENSURE A TROUBLE FREE INSTALLATION.
10. THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES , AND PIPES MAY NOT BE AS INDICATED ON DRAWINGS; THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THESE ITEMS AND SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERRUPTION OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED BY HIM.
11. CONTRACTOR SHALL CALL SUNSHINE STATE ONE-CALL AT LEAST 48 HOURS PRIOR TO DIGGING. (1-800-432-4770).
12. QUANTITIES ON PLAN TAKE PRECEDENCE OVER MATERIALS LIST. QUANTITIES ON MATERIALS LIST ARE PROVIDED AS A COURTESY ONLY.

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIRMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil
Fuels Marketing

U.S. Region Engineering

Progressive
DEVELOPMENT GROUP, INC.
5200 SOUTH LAKE AVENUE
WINTER SPRINGS, FL 32708
PHONE (813) 805-0012
FAX (407) 695-9253
FL LB No. 7503

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

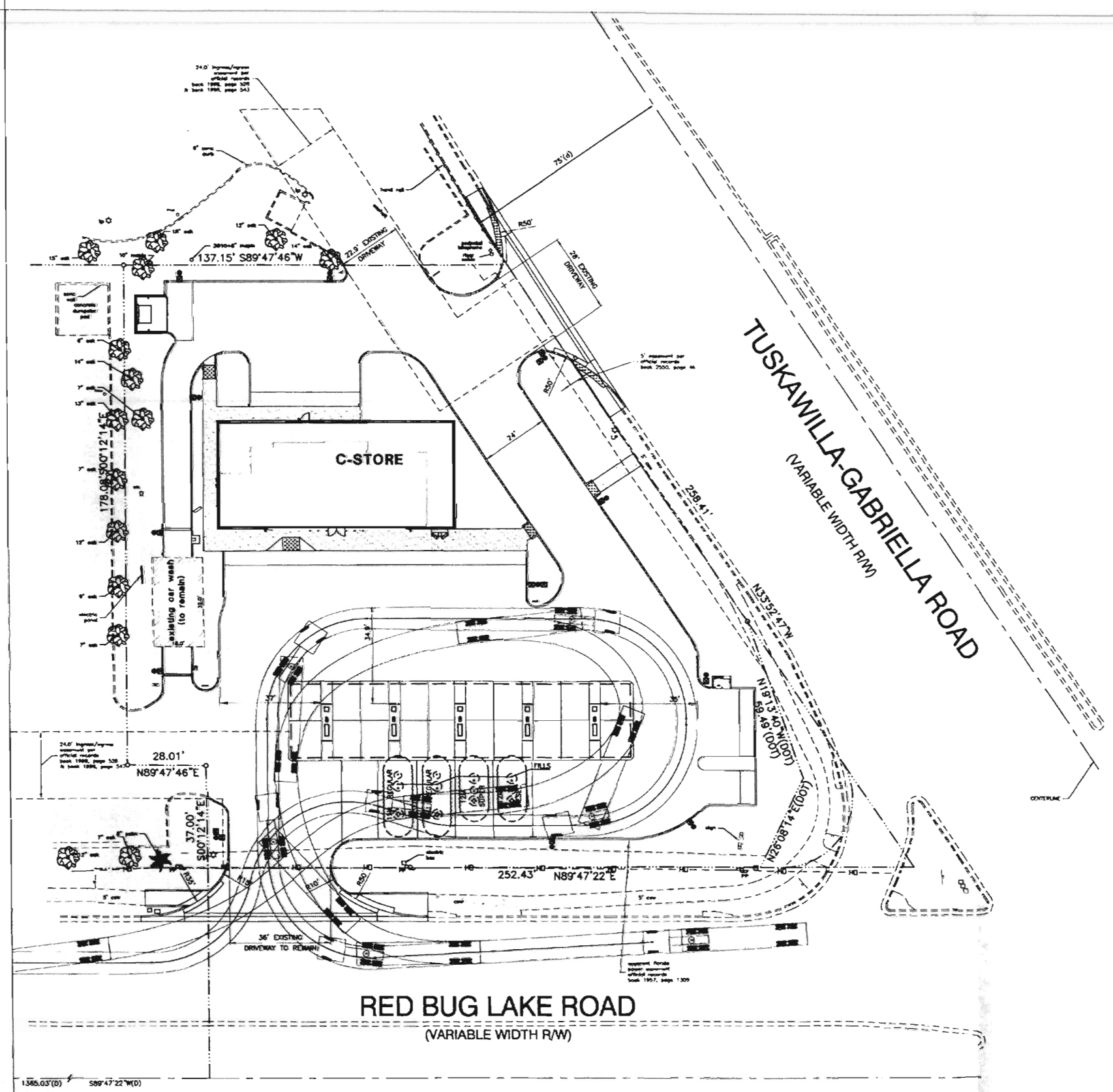
DATE
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & SEAL APPLIED

Revision Number - Description - Date - Initial
1 - REVISED PER SEMINOL COUNTY DRC - 8/13/07 - BEN

Site
5885 RED BUG LAKE ROAD
WINTER SPRINGS, FL
MOBIL SERVICE STATION RAS No. 10890

LANDSCAPE PLAN

RAS Number 10890
Design Type SITE
Building Type / Size 3300/EXISTING CW
Building Style
Bldg. Code CMIL
Scale 1"=20'
Drawn By / Approved By HM/BEN
File Name
Date 03/26/07
Issued For PERMIT
Project No. 015-275.11
Drawing No. L1.0



0' 20' 40'
SCALE: 1" = 20'

TANKER PATH APPROVAL

FLEET Representative

Signature: HERB JACKSON Date

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

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APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil Fuels Marketing

U.S. Region Engineering

Progressive DEVELOPMENT GROUP, INC.
3308 TECHNOLOGY PARK
TAMPA, FLORIDA 33611
PHONE (813) 904-3913
FAX (813) 904-3923
FL C.A. No. 7763

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64065

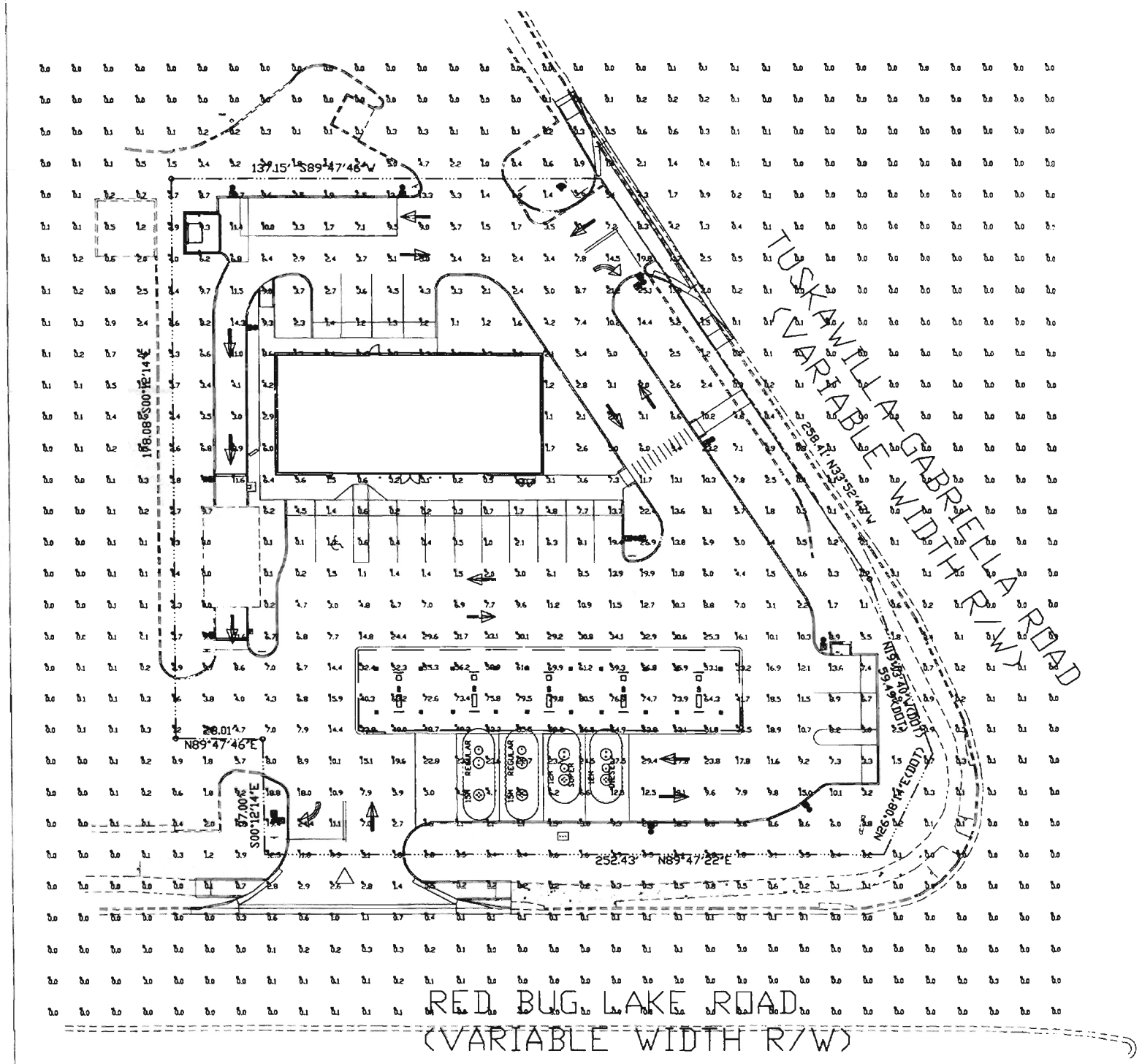
SEP 10 2007
DATE
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & SEAL APPLIED

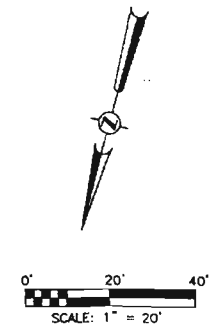
Revision Number	Description	Date
1	REVISED PER SEMINOL COUNTY DRC	8/13/07

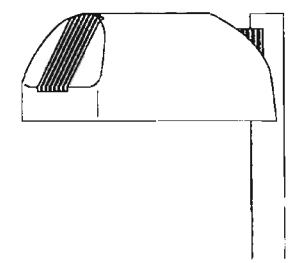
File: 5885 RED BUG LAKE ROAD
WINTER SPRINGS, FL
Project: MOBIL SERVICE STATION RAS No. 10890

TANKER PATH PLAN

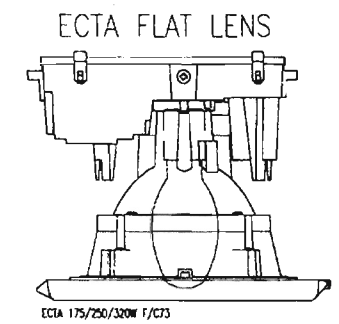
RAS Number: 10890
Design Type: SITE
Building Type / Size: 3300/EXISTING CW
Bldg. Code: CML
Scale: 1"=20'
Drawn By / Approved By: HM/BEN
File Name:
Date:
Issued For: 03/26/07 PERMIT
Project No. 015-275.11
Drawing No. TP-1







CHALLENGER



Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description	Total Watts
	20	A	SINGLE	32000	0.720	ECTA S 320 PSMV M1 F	368
	9	B	SINGLE	30000	0.720	CHM-FT-320-PSMH-F-S-16' POLE	368
	2	C	2 @ 90 DEGRECS	30000	0.720	CHM-FT-320-PSMH-F-D90-16' POLE	736
	1	D	D180	30000	0.720	CHM-FT-320-PSMH-F-D180-16' POLE	736

Numeric Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
ALL CALC POINTS	3.19	80.5	0.0	N.A.	N.A.

Maintained Footcandle levels.

Statistical Area Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
CANOPY	57.78	80.5	32.4	1.78	2.48
INSIDE CURB	9.09	34.1	0.1	90.90	341.00

Total Watts = 12880

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions.

This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

LD-87277

LSI INDUSTRIES™

PROPERTY APPRAISER ID NUMBER 24 -21-30-300-020A-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

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SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil Fuels Marketing

U.S. exxon Engineering

Progressive DEVELOPMENT GROUP, INC.
3200 POINCIANA VIGNAE
WINTER PARK, FL 32792
PHONE (813) 855-2032
FAX (813) 855-2033
FL EB No. 7703

NISIT SAPPARKHAO, P.E.
FL REG. NO. 64085

3/2 1 0 2007
DATE

THIS PLAN IS NOT VALID UNLESS SIGNED, DATED & RAISED SEAL AFFIXED

Revisions
Number - Description - Date - Initial

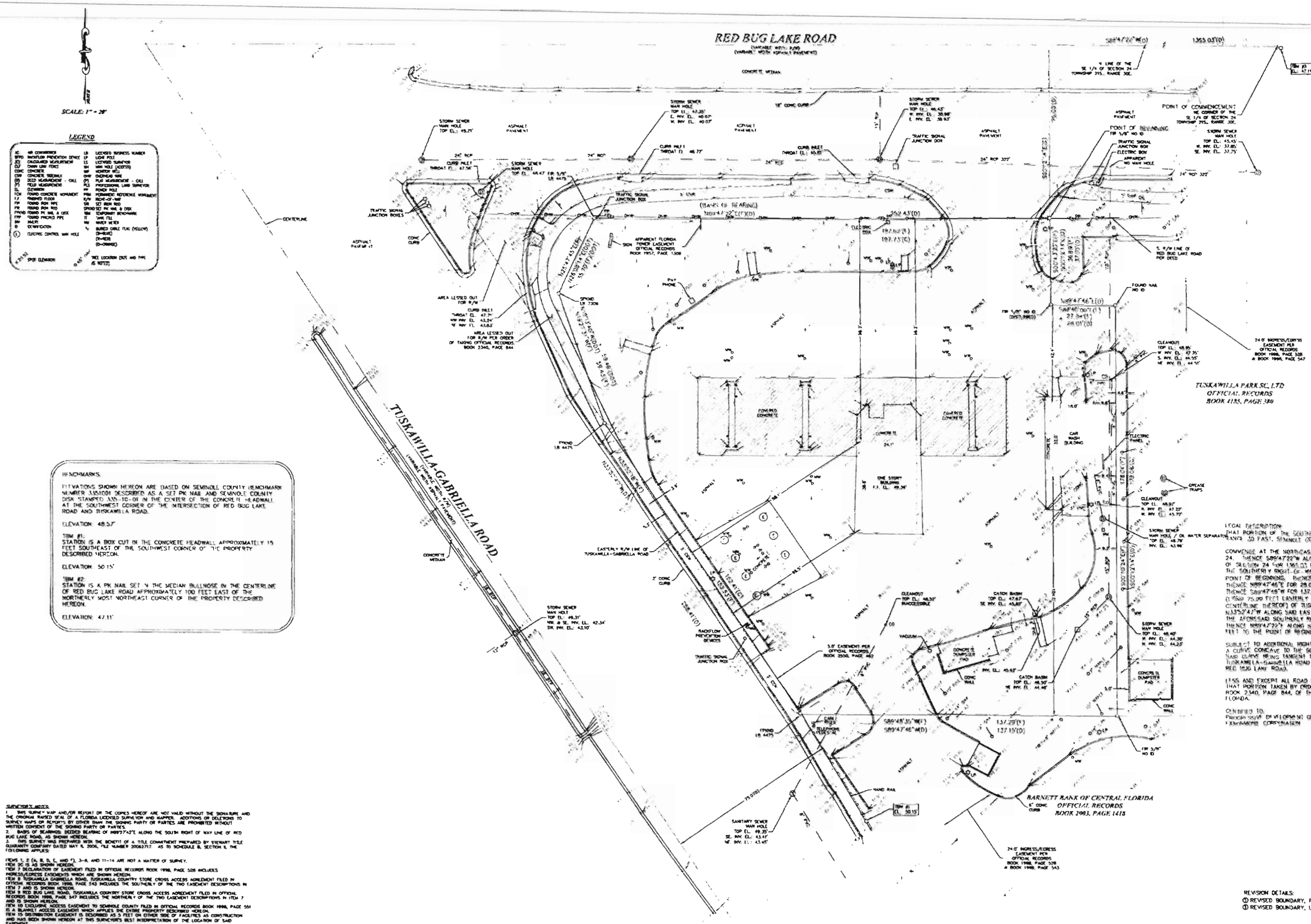
Site: 5885 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA
Project: MOBIL SERVICE STATION

PHOTOMETRIC PLAN

AHJ Number: 10890
Design Type:
Building Type / Size: 3300 / CW
Building Style:
Bldg. Code:
Scale: AS SHOWN
Drawn By / Approved By: HM/BEN
File Name:
Date:
Issued For: 03/2707

Project No. 015-275.11

Drawing No. PH.0



BENCHMARKS:

ELEVATIONS SHOWN HEREON ARE BASED ON SEMINOLE COUNTY BENCHMARK NUMBER 335101 DESCRIBED AS A 5/8" PK NAIL AND SEMINOLE COUNTY DISK STAMPED 335-101-01 IN THE CENTER OF THE CONCRETE HEADWALL AT THE SOUTHWEST CORNER OF THE INTERSECTION OF RED BUG LAKE ROAD AND TUSKAWILLA ROAD.

ELEVATION: 48.53'

TBM #1:
STATION IS A BOX CUT IN THE CONCRETE HEADWALL APPROXIMATELY 15 FEET SOUTHEAST OF THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED HEREON.

ELEVATION: 50.15'

TBM #2:
STATION IS A PK NAIL SET IN THE MEDIAN BULLNOSE IN THE CENTERLINE OF RED BUG LAKE ROAD APPROXIMATELY 100 FEET EAST OF THE NORTHERLY MOST NORTHEAST CORNER OF THE PROPERTY DESCRIBED HEREON.

ELEVATION: 47.11'

SURVEYOR'S NOTES:

1. THIS "SURVEY" MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. BASIS OF BEARINGS: DEEDED BEARING OF N89°47'42"E ALONG THE SOUTH RIGHT OF WAY LINE OF RED BUG LAKE ROAD, AS SHOWN HEREON.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY DATED MAY 8, 2006, FILE NUMBER 20063717. AS TO SCHEDULE B, SECTION II, THE FOLLOWING APPLIES:

ITEMS 1, 2, 3, 4, 5, 6, 7, AND 12, 3-8, AND 11-14 ARE NOT A MATTER OF SURVEY.
ITEM 10, 15 AS SHOWN HEREON.
ITEM 7 DECLARATION OF EASEMENT FILED IN OFFICIAL RECORDS BOOK 1998, PAGE 528 INCLUDES INGRESS/EGRESS EASEMENTS WHICH ARE SHOWN HEREON.
ITEM 8 TUSKAWILLA-GABRIELLA ROAD, TUSKAWILLA COUNTRY STORE CROSS ACCESS AGREEMENT FILED IN OFFICIAL RECORDS BOOK 1998, PAGE 543 INCLUDES THE SOUTHERLY OF THE TWO EASEMENT DESCRIPTIONS IN ITEM 7 AND IS SHOWN HEREON.
ITEM 9 RED BUG LAKE ROAD, TUSKAWILLA COUNTRY STORE CROSS ACCESS AGREEMENT FILED IN OFFICIAL RECORDS BOOK 1998, PAGE 547 INCLUDES THE NORTHERLY OF THE TWO EASEMENT DESCRIPTIONS IN ITEM 7 AND IS SHOWN HEREON.
ITEM 10 EXCLUSIVE ACCESS EASEMENT TO SEMINOLE COUNTY FILED IN OFFICIAL RECORDS BOOK 1998, PAGE 551 IS A BLANKET ACCESS EASEMENT WHICH APPLIES THE ENTIRE PROPERTY DESCRIBED HEREON.
ITEM 15 DISTRIBUTION EASEMENT IS DESCRIBED AS 5 FEET ON EITHER SIDE OF FACILITIES AS CONSTRUCTION AND HAS BEEN SHOWN HEREON AT THIS SURVEYOR'S BEST INTERPRETATION OF THE LOCATION OF SAID EASEMENT.
ITEM 16 EASEMENTS IN THE ORDER OF TAKING IN OFFICIAL RECORDS BOOK 2340, PAGE 844, THERE IS AN EASEMENT DESCRIBED IN THE PORTION WHICH APPLIES TO THE PROPERTY SHOWN HEREON, HOWEVER, THE EASEMENT IS NOT LOCATED ON THE PROPERTY SHOWN HEREON, THEREFORE, DOES NOT APPLY TO THE PROPERTY DESCRIBED HEREON. IN THE ORDER OF TAKING THERE IS AN AREA WHICH HAS BEEN TAKEN AND IS SHOWN HEREON AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
ITEM 17 EASEMENT PER OFFICIAL RECORDS BOOK 2500, PAGE 463 IS A TEMPORARY CONSTRUCTION EASEMENT ALONG THE WESTERLY LINE OF THE PROPERTY DESCRIBED HEREON, AND IS SHOWN HEREON.

4. NO UNDERGROUND IMPROVEMENTS OR UTILITIES WERE LOCATED EXCEPT THOSE SHOWN HEREON.
5. ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988.
6. UNLESS NOTED OTHERWISE, NO UNDERGROUND FOUNDATIONS LOCATED.
7. THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X" (AREAS OUTSIDE OF THE 500 YEAR FLOOD ZONE) ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 12117C 0145E, REVISED APRIL 17, 1995, FOR SEMINOLE COUNTY, FLORIDA.

LEGAL DESCRIPTION:
THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 24. THENCE S89°47'20"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 24 FOR 1355.03 FEET; THENCE S00°12'14"E FOR 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE FOR RED BUG LAKE ROAD AND THE POINT OF BEGINNING. THENCE CONTINUE S00°12'14"E FOR 37.00 FEET; THENCE N89°47'46"E FOR 28.01 FEET; THENCE S00°12'14"E FOR 178.08 FEET; THENCE S89°47'46"W FOR 137.15 FEET TO THE EASTERLY RIGHT-OF-WAY LINE (LYING 75.00 FEET EASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) OF TUSKAWILLA-GABRIELLA ROAD; THENCE N13°52'47"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 248.41 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF RED BUG LAKE ROAD; THENCE N89°47'22"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 252.43 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ADDITIONAL RIGHT-OF-WAY TAKING, OR THE EXTERNAL AREA OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, THAT BEARS BEING TANGENT TO THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA-GABRIELLA ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RED BUG LAKE ROAD.

LESS AND EXCEPT ALL ROAD RIGHTS-OF-WAY INCLUDING BUT NOT LIMITED TO THAT PORTION TAKEN BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2340, PAGE 844, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CERTIFIED TO:
PARKWOOD DEVELOPMENT GROUP, INC.
FIRST AMERICAN CORPORATION

REVISION DETAILS:
① REVISED BOUNDARY, PROVIDE ADDITIONAL STRUCTURE DETAILS
② REVISED BOUNDARY, LOCATE UPDATED RIGHT OF WAY IMPROVEMENTS

RAYMOND THOMPSON
PROFESSIONAL SURVEYOR & MAPPER, INC.
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080
Fax: (813) 886-6081

BOUNDARY AND TOPOGRAPHIC SURVEY
5885 RED BUG LAKE ROAD
A PORTION OF SECTION 24
TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

REVISIONS:	APPR
① 07/11/2007	EWB
② 08/15/2007	EWB

DATE: 07/05/2006
DESIGN:
DRAWN: EWB
CHECKED: RWTH
REVISION:
FILE: PR7080X

SCALE: 1" = 20'

PROJECT NUMBER:
PROG0070

SHEET NO.
1
OF 1

~~TUSCAWILLA COUNTRY STORE MOBIL OIL CORPORATION DEVELOPER'S COMMITMENT AGREEMENT~~ MOBIL SERVICE STATION RAS NO. 10890 EXXON MOBIL CORPORATION REVISED AND RESTATED DEVELOPER'S COMMITMENT AGREEMENT

The Exxon Mobil Corporation Developer's Commitment Agreement, Commitments, Classifications, and District Description dated February 22, 1989 is hereby further revised on December 11, 2007 to read as follows;

I. Legal Description:

Portion of the Southeast 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 24; thence south 89degrees 47'22" West along the North line of said Southeast ¼ Section 24 for 1,365.03 feet; thence South 00 degrees 12'14" East for 75.00 feet to the Southerly right-of-way line for Red Bug Lake Road and the Point of Beginning; Thence continue South 00 degrees 12'14" East for 37.00 feet: thence North 89 degrees 47'46" East for 28.01 feet; thence South 00 degrees 12'14" East for 178.08 feet; thence South 89 degrees 47'46" West for 137.15 feet to the Easterly right-of-way line (lying 75.00 feet Easterly of when measured at right angles to the centerline thereof) of Tuscawilla-Gabriella Road; thence North 33 degrees 52'47" West along said Easterly right-of-way line for 258.41 to the aforesaid Southerly right-of-way line of Red Bug Lake Road; thence North 89 degrees 47'22" East along said Southerly right-of-way line for 252.43 feet to the Point of Beginning. Containing 0.996 Acres, more or less.

Subject to additional right-of-way taking, or the external area of a curve concave to the Southeast, having a radius of 25.00 feet; said curve being tangent to the Easterly right-of-way line of Tuscawilla-Gabriella Road and the Southerly right-of-way line of Red Bug Lake Road.

II. Statement of Basic Facts:

Total Acreage 0.99 AC

Total Building Square Footage: ~~988~~ 4,200 Square Feet

Specific uses shall be for Convenience store with gas pumps and a car wash.

All development shall comply with the site plan attached as Exhibit A.

III. Landscaping and Buffers:

Shall comply with requirements for C-1 zoning category, as shown on ~~site plan~~ Exhibit A.

IV. Off-site Improvements:

~~Developer will provide a 5' sidewalk in the rights-of-way adjacent to the project shown on the site plan. Developer has installed deceleration lanes for two (2) right-in/right out entrances in the rights-of-way as shown on the site plan. Developer will extend the sanitary sewer lines within the rights-of-way of Tuscawilla Road north from Willa Springs Villas to his site as shown on the site plan.~~

V. Impact Commitments:

A. Roads: ~~This project participated in the Tri-Party Agreement for improvements to Red Bug Lake and Tuskawilla Roads.~~ The Developer will pay transportation impact fees as applicable at the time of building permit issuance.

B. Fire Protection: ~~The Developer will pay fire impact fees in accordance with ordinance #87-11, or its successor.~~ The Developer will pay fire impact fees as applicable at the time of building permit issuance.

C. Law Enforcement: The Developer will pay law enforcement impact fees as applicable at the time of building permit issuance.

D. Water and Sewer: Water and sewer is provided by Seminole County. Water and Sewer lines are shown on the site plan. The Developer will pay water and sewer capacity fees as applicable at time of building permit.

VI. Other Commitments:

A. Land Development Code Contingency:
Unless a particular item is specifically covered or permitted in this agreement, the applicable portion of the Seminole County Land Development Code shall prevail.

B. Buildings will not exceed one story in height.

C. Allowable uses of the property shall be those uses allowed in C-1 Retail/Commercial zoning, Convenience Store with Car Wash and Gas Pumps.

D. Developers Definition:

When the term "Developer" is used herein, same shall be taken or construed to mean Exxon Mobil Oil Corporation. All obligations, liabilities, and responsibilities incurred by or implied by the Developer by this agreement shall be assumed by any successors in interest as the overall Development of the Planned Commercial Development.

Approved by the Board of County Commission on February 12, 2008.

Board of County Commissioners
Seminole County, Florida

Date: _____
Brenda Carey, Chairman

Exhibit A
PCD Final Site Plan
(See Attached)

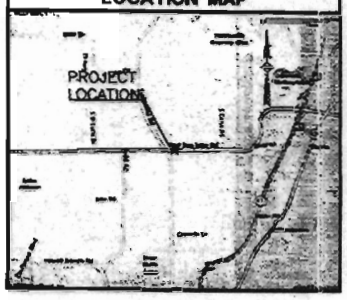
ExxonMobil On the Run

DEVELOPED FOR
EXXON MOBIL CO. U.S.A.

PCD AMENDMENT APPROVAL PLAN

CALL 48 HOURS
BEFORE YOU DIG
It's the Law!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

LOCATION MAP



VICINITY MAP
NOT-TO-SCALE

PROJECT INFORMATION

SITE ADDRESS:
5465 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA 32708-5010

LOT SIZE: [illegible] SF [illegible] AC

PROMINENT SERVICE: CONVENIENCE, FOOD AND BEVERAGE STORE, RETAIL SERVICE FOR FUEL & CAR WASH

BUILDING SIZE: (2000 SF CONVENIENCE-RETAIL)
CONSTRUCTION TYPE: V UNP
OCCUPANCY: B2
BUILDING HEIGHT: ~ 23.5' (APPROX)

CAR WASH SIZE: 520 SF
EXISTING CANOPY TO REMAIN
CAR WASH HEIGHT: ~ 18'-0" (APPROX)

CANOPY SIZE: 3163.16 SF
CONSTRUCTION TYPE: II
OCCUPANCY: N/A
CANOPY HEIGHT: ~ 22'-0" (APPROX)

(1) MONUMENT, (2 SIGN EXISTING TO REMAIN)

PROPERTY USE: COMMERCIAL (SERVICE WITH CAR WASH)

DEVELOPMENT USE: COMMERCIAL (SERVICE WITH CAR WASH)

PARKING CALCULATION	PARKING REQUIRED
1 SPACE PER 100 SF OF NON-STORAGE AREA	
CONVENIENCE STORE: 2,000 SF ~ 15 SPACES	
3700 SF/300 SF = 13 SPACES	
TOTAL SPACES REQUIRED = 17	
HC REQUIRED 1	
TOTAL SPACES PROVIDED = 18	
	(17) SPACES
	(1) H/C SPACES

PERMIT / ZONING NOTES

CONTRACTOR SHALL PAY FOR AND OBTAIN THE REQUIRED SEMINOLE COUNTY PERMITS AND HOLD A PRE-CONSTRUCTION CONFERENCE BEFORE STARTING WORK. CONTACT: SEMINOLE DEVELOPMENT REVIEW ENGINEER, (407) 665-7400 FOR INFORMATION ON SETTING YOUR PRE-CONSTRUCTION MEETING, REGARDING OF COUNTY PERMITS AND OTHER REQUIREMENTS.

SPECIAL INSPECTIONS

UTILITY COMPANIES

ELECTRICITY:
PROGRESS ENERGY
CONTACT NAME: [illegible]
2601 WEST SR 436
CASSELBERRY, FL 32707
PHONE (407) 262-[illegible]

TELEPHONE:
BELL SOUTH
CONTACT NAME: SCOTT LUNDEE
130 COMMERCE
WINTER SPRINGS, FL 32771
PHONE (407) 302-7611

WATER AND SEWER:
SEMINOLE COUNTY
CONTACT NAME: BECKY WAGDLE
ADDRESS: 500 W. LAKE MARY BLVD SW 300
SANFORD, FL 32773
PHONE (407) 665-2143

CONTACTS

OWNER
Mobil Oil CORPORATION
P.O. BOX [illegible]
HOUSTON, TX 77210

CLIENT
ExxonMobil Retail Project Manager
US Marketing Office: Commercial Development
[illegible] Lake Worth Road, Westfield, GA 30071
P: 770 462-6377 / F: 770 425-1149 Mobile
[illegible]

ARCHITECT
WC PARTNERS
7007 DISCOVERY BLVD.
DUBLIN, OH 43017
614.634.2000
614.634.7777 F
CONTACT: WALLACE PERKINS

CIVIL ENGINEER
PROGRESSIVE DEVELOPMENT GROUP, INC
P.O. BOX 140 7703
LAKE SOUTH CAR [illegible]
[illegible], FL 33813
PHONE: (813) 805-[illegible] FAX: (813) [illegible]-0315
CONTACT: BRETT WEMPLE

SURVEYOR
RAYMOND THOMPSON, PSM
8413 SUNSTATE STREET
TAMPA, FL 33634
PHONE: (813) 886-8090
FAX: (813) 886-5081
CONTACT: LANE PLACHKUTA

ENVIRONMENTAL ENGINEER
VON WAYSON, INC.
CHEMISTRY AND ENVIRONMENTAL
301 WEST PEACHTREE STREET
LAKELAND, FLORIDA 33815
PHONE: (863) 646-9130 FAX: (863) 648-1706
CONTACT: MICHAEL W. ALEXANDER, PE

STRUCTURAL ENGINEER
WC-PARTNERS
7007 DISCOVERY BLVD
DUBLIN, OH 43017
PHONE: 614.634.2000
FAX: 614.634.7777
CONTACT: WALLACE PERKINS

M.E.P. ENGINEER
WC-PARTNERS
7007 DISCOVERY BLVD.
DUBLIN, OH 43017
PHONE: 614.634.2000
FAX: 614.634.7777
CONTACT: WALLACE PERKINS

SHEET INDEX

Site Civil Engineering Drawings

Sheet	Description
C0.0	Cover Sheet / Index
C1.0	Site Plan
C2.0	Grading & Drainage Plan
C3.0	Site Details
L1.0	Landscape Plan
TP-1	Tanker Path Plan
PH 1.0	Photometric Plan
T1.0	Topographical And Boundary Survey

SHEET INDEX – Continued

Note to Plan Reviewers: Exxon plan set sheets use two numbers to identify individual drawings. The Exxon standard Project number identifies the prototype series from which the plans were developed. The Sheet number identifies the discipline and order of the drawings within that series of drawings. Project and Sheet numbers can be found at the lower right of the drawing title block.

C-Store

Canopy

Car Wash

Underground Storage Tanks

PROPERTY APPRAISER PARCEL NUMBER: 34-21-30-300-0200A-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH FAIL TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE:

U.S. Regen Engineering

Progressive Development Group, Inc.

5465 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA
MOBIL SERVICE STATION

COVER SHEET

10890

3300 / Cir

1"=20'

HM/BDN

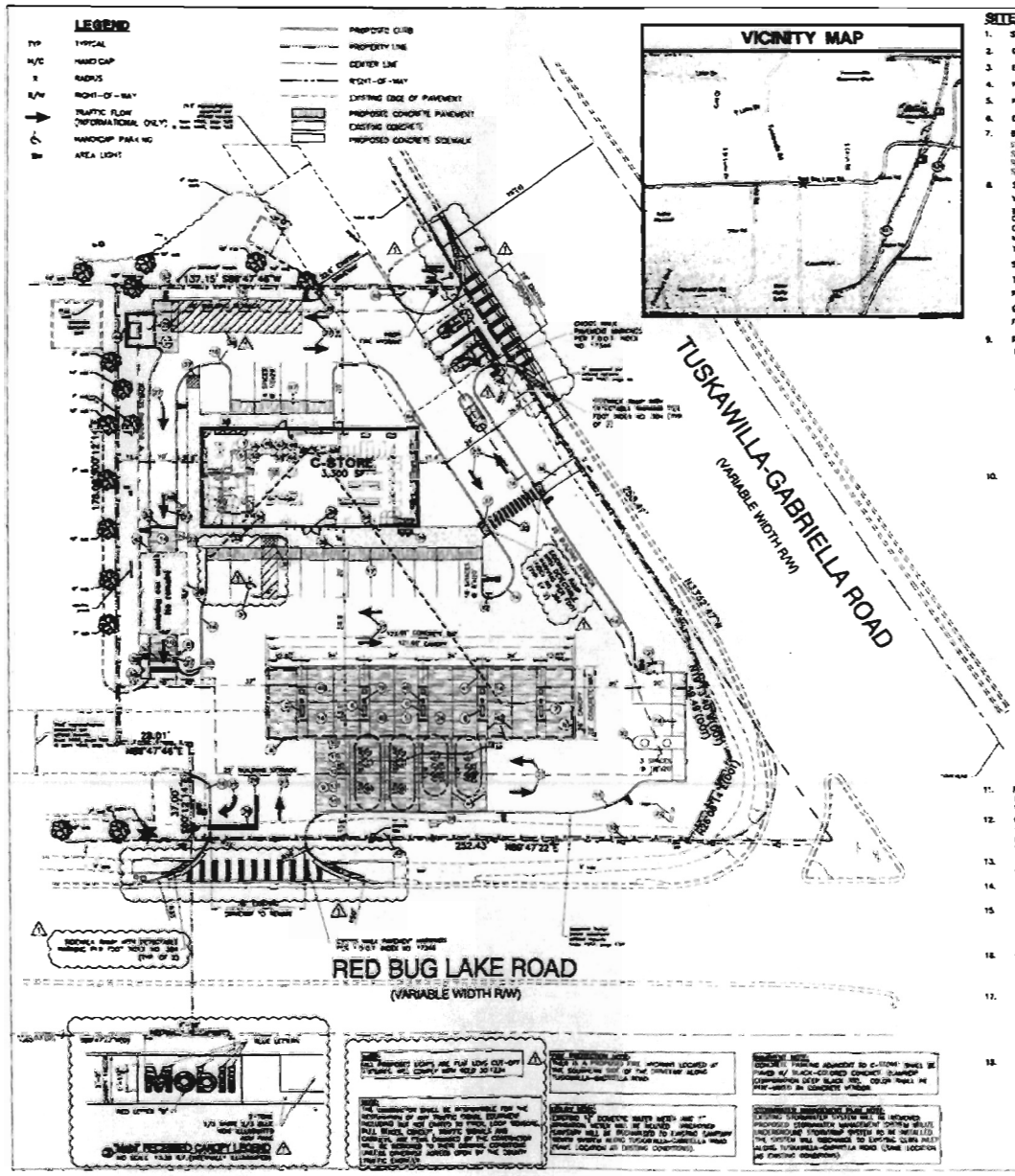
03/27/07

015-275.11

C0.0

LEGEND

TYP	TYPICAL
H/C	HANDICAP
R	RADIUS
R/W	RIGHT-OF-WAY
	TRAFFIC FLOW (INFORMATIONAL ONLY)
	HANDICAP PARKING
	AREA LIGHT
	PROPOSED CURB
	PROPERTY LINE
	CENTER LINE
	RIGHT-OF-WAY
	EXISTING EDGE OF PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING CONCRETE
	PROPOSED CONCRETE SIDEWALK



VICINITY MAP

SITE DATA

1. SITE ADDRESS: 5885 RED BUG LAKE ROAD, WINTER SPRINGS, FLORIDA
2. GROSS SITE AREA: 42,264 SF — .97 AC
3. EXISTING ZONING: PCD
4. PROPOSED ZONING: PCD
5. PRESENT USE: CONVENIENCE FOOD AND BEVERAGE STORE, SELF-SERVICE FUEL PUMPS & CAR WASH
6. DEVELOPED USE: CONVENIENCE FOOD AND BEVERAGE STORE, SELF-SERVICE FUEL PUMPS & CAR WASH
7. BUILDING SETBACKS:
   - FRONT (RED BUG LAKE ROAD) — 25 FT
   - SIDE (EAST) — 9 FT
   - REAR (SOUTH) — 10 FT
   - SIDE (TUSKAWILLA-GABRIELLA ROAD) — 25 FT
8. SITE AREAS:

VEHICULAR USE AREA	26,279 SF	62.04%
BUILDING AREA		
C-STORE	3,300 SF	7.81%
CAR WASH	575 SF	1.36%
MECHANICAL PAD	310 SF	0.73%
TRASH ENCLOSURE AREA	148 SF	0.35%
SIDEWALK AREA	1,245 SF	2.95%
TOTAL IMPERVIOUS AREA	31,858 SF	75.34%
PERVIOUS AREA	10,406 SF	24.761%
GROSS SITE AREA	42,264 SF	100.00%
FLOOR AREA RATIO	0.0781	

9. PARKING DATA:
   - PARKING REQUIRED: 1 SPACE PER 180 SF OF NON-STORAGE AREA; CONVENIENCE STORE = 3300 SF - 1984 SF STORAGE = 1700 SF/180 SF = 17 SPACES
   - PARKING PROVIDED:
     - 17' x 20' HANDICAP SPACE = 1 SPACES
     - 10' x 22' SPACES = 14 SPACES
     - 17' x 22' SPACES = 3 SPACES
     - TOTAL PARKING SPACES REQUIRED = 17 SPACES
     - TOTAL PARKING SPACES PROVIDED = 18 SPACES
10. UTILITIES
    - WATER SERVICE WILL BE PROVIDED BY: SEMINOLE COUNTY, CONTACT NAME: CHARLES BACK, ADDRESS: 520 W. LAKE MARY BLVD STE 200, SANFORD, FL 32773, PH# (407) 665-5664
    - SEWER SERVICE WILL BE PROVIDED BY: SEMINOLE COUNTY, CONTACT NAME: CHARLES BACK, ADDRESS: 520 W. LAKE MARY BLVD STE 200, SANFORD, FL 32773, PH# (407) 665-5664
    - ELECTRIC SERVICE WILL BE PROVIDED BY: PROGRESS ENERGY, CONTACT NAME: EVA MCDONNELL, 2901 NORTH SR 434, OVIEDO, FL 32765, PH# (407) 359-6479
    - TELEPHONE SERVICE WILL BE PROVIDED BY: BELL SOUTH, CONTACT NAME: SCOTT LOVENZ, 133 CONVENIENT, WINTER SPRINGS, FL 32771, PH# (407) 302-7611
    - GAS SERVICE WILL BE PROVIDED BY: PEOPLES GAS SYSTEM, CONTACT NAME: JIM MORRIS, 600 W. ROBINSON STREET, ORLANDO, FL 32802, PH# (407) 420-6649
11. FLOOD ZONE: FEMA FLOOD ZONE X AS SHOWN IN FIRM COMMUNITY PANEL NO. 12117C 0145L REVISED APRIL 17, 1995
12. OWNER: MOBIL OIL CORPORATION, P.O. BOX 4919, HOUSTON, TX 77210
13. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS ON THIS SITE
14. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH SEMINOLE COUNTY REQUIREMENTS
15. BUILDING HEIGHT = 25'-3" (APPROX); CANOPY HEIGHT = 21'-6" (APPROX); CAR WASH HEIGHT = 20'-0"; TRASH ENCLOSURE HEIGHT = 7'-4"
16. CONSTRUCTION TYPE: C-STORE = TYPE V UNSPRINKLED; CANOPY = TYPE IV; CARWASH = EXISTING TO REMAIN
17. APPLICANT/AGENT: BRETT NEWARK, PROGRESSIVE DEVELOPMENT GROUP, INC., 5205 SOUTH DOX AVENUE, TAMPA, FL 33611, (813) 805-0622, BRETTNEWARK@PROGRESSIVEDG.COM
18. SOILS CLASSIFICATION: BASED ON THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY FOR SEMINOLE COUNTY, MYAKKA AND LAKELAND FINE SAND COVERS THE NORTHERN PORTION OF THE SITE AND TAVARES-MILHOPPER FINE SAND COVERS THE SOUTHERN PORTION OF THE SITE.

SCALE: 1" = 20'

1		BUILDING	C1.0
2			C1.0
3			
4			
5		CANOPY AND SIGNS	
6			C1.0
7			C1.0
8			C1.0
9		YARD AREA - TANKS	
10			
11			
12			
13			
14		YARD AREA - OTHER	
15			C1.0
16			C1.0
17			C1.0
18			
19			C1.0
20			C1.0
21			C1.0
22			C1.0
23			C1.0
24			
25			
26			C1.0
27			C1.0
28			C1.0
29			C1.0
30			
31			C1.0
32			C1.0
33			C1.0
34			C1.0
35			C1.0
36			C1.0
37			C1.0/A2.0
38			C1.0/A2.0
39			C1.0/A2.0
40			C1.0
41			C1.0
42			C1.0
43			C1.0
44			C1.0
45			C1.0
46			C1.0
47			C1.0
48			C1.0/A1.1
49			C1.0
50			C1.0/A1.1
51			C1.0/A1.1
52			C1.0
53			C1.0/A1.1
54			C1.0
55			C1.0
56			C1.0
57			C1.0
58			C1.0
59			C1.0
60			C1.0

1. ALL UTILITY CONNECTIONS ARE TO BE AS PER LOCAL CODES OF G.C.
2. ALL TO REMOVE CONTROL AND REPAIR TO ALL EXISTING LIGHTING, SIGNS AND WALL LIGHTS AND CONTROL SYSTEMS AS PER ELECTRICAL PLANS.
3. SITE PLAN SUPERVISES ALL PARKING DIMENSIONS.
4. WALTER SPRINGS INFO. ALL PARK TO BE REMOVED BY G.C.
5. 24" WIDE, 4" THICK CONCRETE STOP BAR, 24" WIDE THERMOPLASTIC STOP BAR TO BE PROVIDED AS SHOWN ON THIS PLAN.
6. ALL CONSTRUCTION SHALL COMPLY WITH REQUIREMENTS OF THE COUNTY DEVELOPMENT CODE, STANDARDS, STANDARD DETAILS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

PROPERTY APPRAISER ID NUMBER: 34-21-30-300-0004-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

ExxonMobil Fuels Marketing
U.S. Region Engineering

Progressive Development Group, Inc.

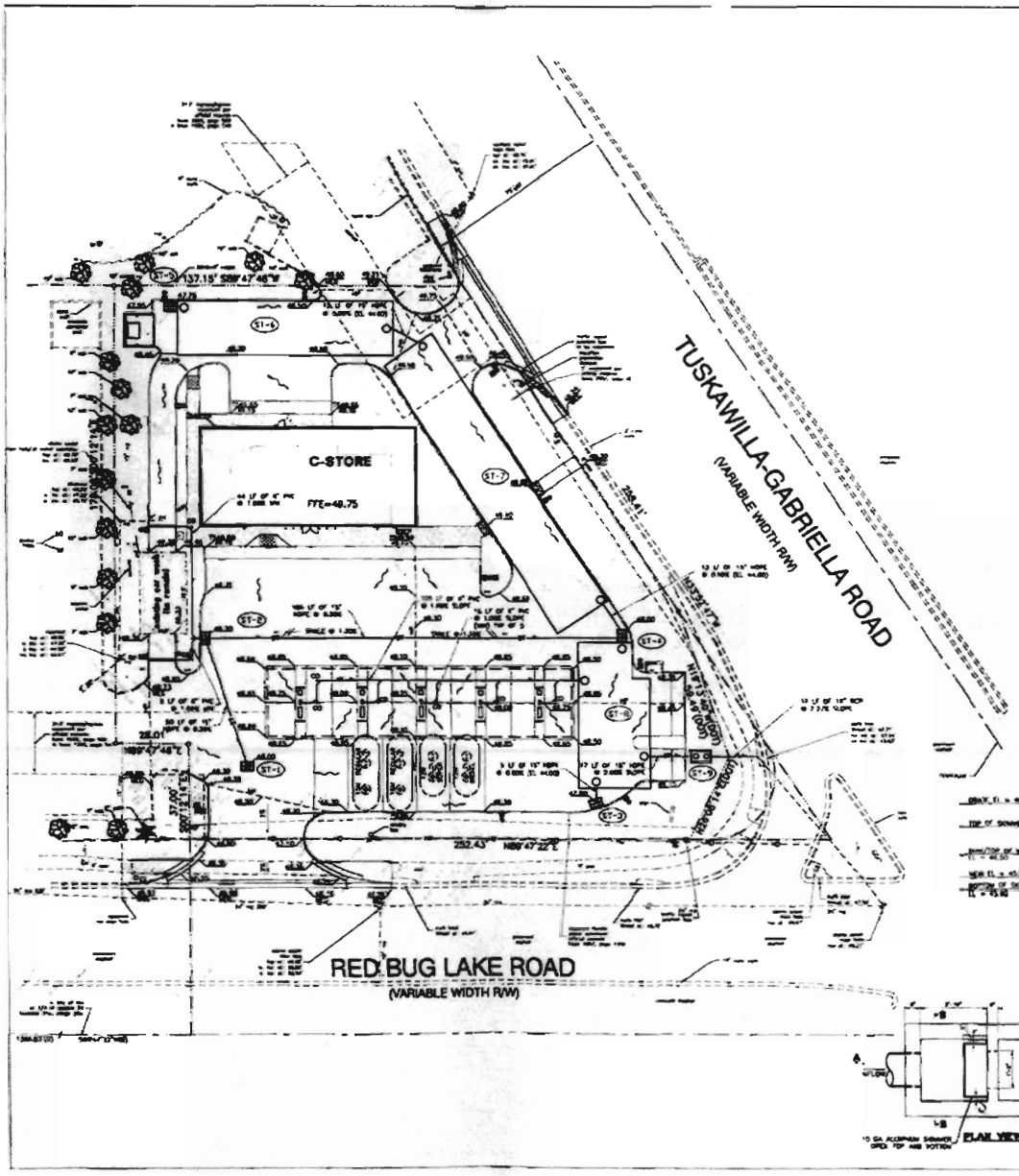
BRETT SAPPENFIELD, P.E.
FL REG. NO. 64065

03/26/07

PROJECT: 5885 RED BUG LAKE ROAD, WINTER SPRINGS, FL
MOBIL SERVICE STATION #68 No. 10690

SITE PLAN

Job No. 10690
Date 03/26/07
Scale 1"=20'
Drawn By HM/BEN
Date 03/26/07
PERMIT
Project No. 015-275.11
Drawing No. C1.0



PAVING, GRADING AND DRAINAGE NOTES:

1. ALL HDPE PIPE SHALL BE ADVANCED DRAINAGE SYSTEMS, INC. N-12 OR APPROVED EQUAL.
2. PROPERTY OWNER IS RESPONSIBLE FOR MAINTANANCE OF ALL ON-SITE STORMWATER MANAGEMENT SYSTEMS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD 48 HOURS PRIOR TO COVERING STORMWATER PIPING FOR INSPECTION.
4. SEE GENERAL NOTES SHEET FOR EROSION AND SILTATION CONTROL ALONG WITH GENERAL NOTES.
5. SEE SITE PLAN/HORIZONTAL CONTROL SHEET FOR SITE DATA.
6. SEE BOUNDARY & TOPOGRAPHIC SURVEY FOR TEMPORARY BENCH MARK (TBM) LOCATIONS.
7. THE CONTRACTOR SHALL MEET ALL APPLICABLE REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE ACCESSIBILITY REQUIREMENTS MANUAL PREPARED BY THE FLORIDA BOARD OF BUILDING CODES AND STANDARDS.
8. THE CONTRACTOR SHALL MEET ALL REQUIREMENTS FOR LOCAL MUNICIPALITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION WITH REGARD TO IMPROVEMENTS WITHIN THEIR RESPECTIVE RIGHTS-OF-WAY.
9. ALL PVC STORM PIPE SHALL COMPLY WITH AWWA . SDR 35.
10. ALL DISTURBED AREAS WITHIN RIGHTS-OF-WAY TO BE SODDED.
11. CONTRACTOR SHALL INSTALL EROSION CONTROL SILT FENCE AROUND THE PERIMETER OF THE SITE AND MUST MAINTAIN THE SILT FENCE IN GOOD REPAIR UNTIL ALL CONSTRUCTION IS COMPLETE AND THE AREA IS STABILIZED.

STORM STRUCTURE DATA

ST-1
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.70
I.E. (S) = 44.75

ST-2
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 48.30
I.E. (N,W) = 44.60
I.E. (S) = 46.80

ST-3
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.80
I.E. (S) = 44.30

ST-4
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 48.00
I.E. (E) = 44.35
I.E. (N,S) = 44.00

ST-5
TYPE "C" CATCH BASIN
SEE DETAIL SHEET C3.1
FDOT INDEX NO. 232
GRATE = 47.75
I.E. (W) = 44.75

ST-6
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.00
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-7
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.00
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-8
STORMTRAP PRECAST CONCRETE
STORMWATER DETENTION
SYSTEM INVERT= 44.80
SEE MANUFACTURER SPECIFICATION FOR DETAILS
CONTACT: KEITH PFEIFER
PHONE: 815-791-6449

ST-9
TYPE "J" OUTFALL CONTROL STRUCTURE
SEE DETAILS THIS SHEET
FDOT INDEX NO. 200 AND 201
TOP = 48.70
I.E. (E,W) = 43.66

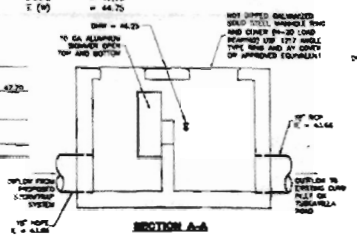
0' 20' 40'
SCALE: 1" = 20'

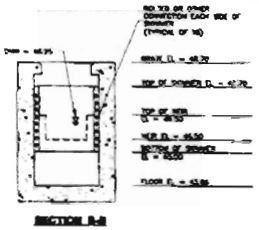
LEGEND

EL	ELEVATION
DS	DOWN SPOUT
TYP	TYPICAL
CO	CLEANOUT
37	INVERT ELEVATION
	EXISTING ELEVATION
	PROPOSED PAVEMENT ELEVATION
	GRATE INLET
	MITERED END SECTION
	FLOW DIRECTION
	SWALE
	DIRECTION OF STORMWATER FLOW
	PROPOSED STORM SEWER
FFE	FINISH FLOOR ELEVATION
HDPE	HIGH DENSITY POLYETHYLEN
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
ST-1	STORM SEWER STRUCTURE NUMBER
	EROSION CONTROL
	CONCRETE PAVEMENT
	HIGH POINT
	LOW POINT
MEG	MATCH EXISTING GRADE
TS	TOP OF SIDEWALK

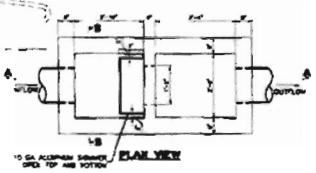
CLEANOUT NOTE:

ALL CLEANOUTS AT CANOPY DRAINS SHALL BE SET A MINIMUM OF 5FT FROM EDGE OF CANOPY.





(ST-9) 4'x8' MODIFIED TYPE "J" OUTFALL CONTROL STRUCTURE INLET FDOT INDEX No. 200, 201



PROPERTY APPRAISER'S PARCEL NUMBER: 24-20-30-300-0204-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO STRICTOR CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

Eagle Bluff Tech Marketing

U.S. Region Engineering

Progressive Development Group, Inc.

MATT SAPPENFIELD, P.E.
FL REG. NO. 64060

5665 RED BUG LAKE ROAD
WINTER SPRINGS, FL
HOBBL SERVICE STATION RAS No. 10080

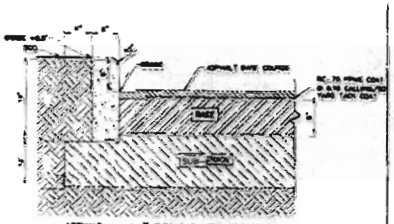
GRADING PLAN

10080
SITE
3300/EXISTING CW

CIVIL
1"=20'
HM/BEN
03/26/07
PERMIT

015-275.11

C2.0



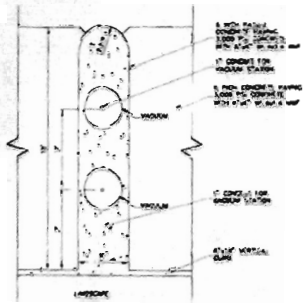
ASPHALT: 1-2" TYPE S-3 ASPHALTIC CONCRETE, WEAR COURSE COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

BASE: 8" LIMEROCK (BR 100 2 LB/FT3 COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

SUB-GRADE: 12" STABILIZED SUB-GRADE LBR 40 COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

NOTE: CURB SHALL BE CAST OF 3,000 P.S.I. CONCRETE. SUBGRADE S. TO BE STABILIZED

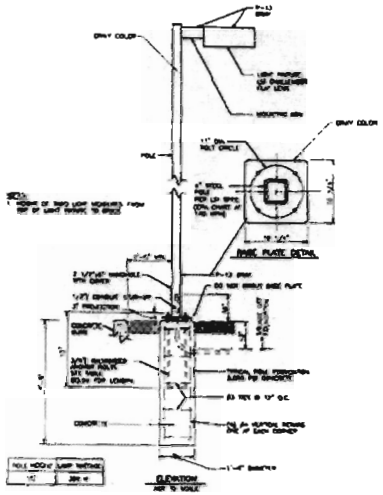
TYPICAL ASPHALT PAVEMENT SECTION WITH 6" CURB



CUSTOMER SERVICE DETAIL

INTEGRAL CURB SIDEWALK

METAL KEYWAY JOINT

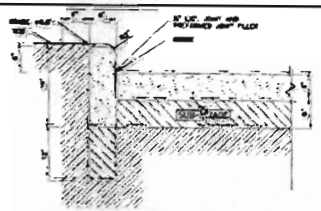


LIGHT SPECIFICATIONS:

1.) AREA LIGHT: LS-OHH-FT-370-PSMV F 16' POLE.

2.) UNDERCANOPY LIGHT: LSI-ECTA-S-320-PSMV-F

TYPICAL YARD LIGHT DETAIL



CONCRETE: 6" THICKNESS 3,000 PSI WITH 6"x6" W 1.4x1.4 WWF

SUB-GRADE: 6" STABILIZED SUB-GRADE LBR 40 COMPACTED TO 98% AASHTO T-180.

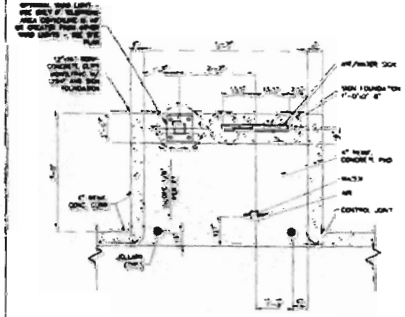
NOTE: UTILIZE 8" CONCRETE OVER UNDERGROUND FUEL TANKS.

EXPANSION JOINT BETWEEN CURB AND CONCRETE PAVEMENT

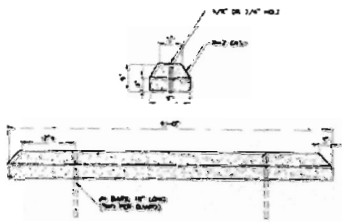
FOR CURB, GUTTER AND CURB & GUTTER PROVIDE 1/2" - 1" CONTRACTION JOINTS AT 10' CENTERS (MAX.) CONTRACTION JOINTS ADJACENT TO THE CONCRETE PAVEMENT OR SIDEWALKS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' OF CURB. CURB, GUTTER AND CURB & GUTTER EXPANSION JOINTS (MAX.) BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.

NOTE: CURB SHALL BE CAST OF 3,000 P.S.I. CONCRETE.

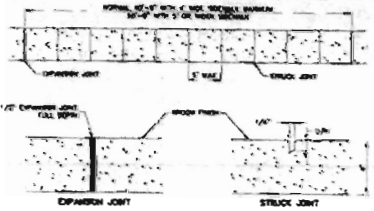
TYPICAL CONCRETE PAVEMENT SECTION WITH 6" CONCRETE CURB



AIR AND WATER PLAN VIEW DETAIL



CONCRETE WHEEL STOP



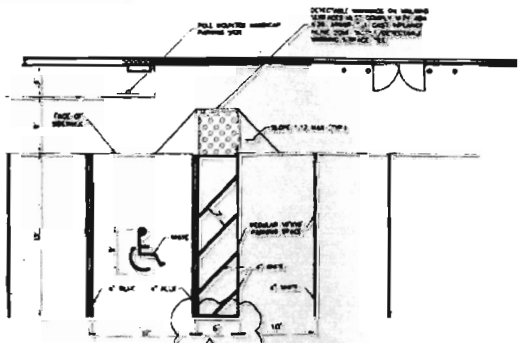
NOTES:

1.) SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 30'.

2.) EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER APPROVED PREFORMED JOINT FILLER, TO FULL DEPTH OF CONCRETE.

3.) ALL SIDE WALKS SHALL BE CONSTRUCTED OF 4 1/2" THICK PORT LAND CEMENT CONCRETE, AND MUST BE INSTALLED OVER A FOUR-INCH THICK COMPACTED LIME ROCK BASE.

TYPICAL SIDEWALK



HANDICAP PARKING PAVEMENT MARKING

NOTES:

1.) METAL POST TO BE GALVANIZED. ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE RUSTPROOF.

2.) CONCRETE FOR FOOTING SHALL BE PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I.

3.) SIGNS WILL BE FABRICATED BY USING REFLECTIVE SIGN BACKING IN THE SYMBOL, MESSAGE AND BORDER APPLIED TO A SHEET ALUMINUM BACKING (.080) IN THICKNESS.

4.) MESSAGE LETTERING SHALL BE UPPER CASE (MINUTEMAN SERIES B) 2" HIGH IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

5.) THE SYMBOL IS COMPOSED OF TWO ELEMENTS, A WHITE WHEELCHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND. INTERNATIONAL BLUE IN COLOR (FED. STD. 595a, COLOR #15180).

6.) SIGN POST SHALL BE MIN. 7'-0" CLEAR FROM BACK OF CURB.

POLE MOUNTED HANDICAP PARKING SIGN

Eggenschwiler Park Marking

U.S. Pagan Engineering

Progressive Development Group, Inc.

WEST SAPPENGHAG, P.E.
FL REG. NO. 57 [illegible]

SIGNS RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA
SIGNAL SERVICE STATION

SITE DETAILS

10890

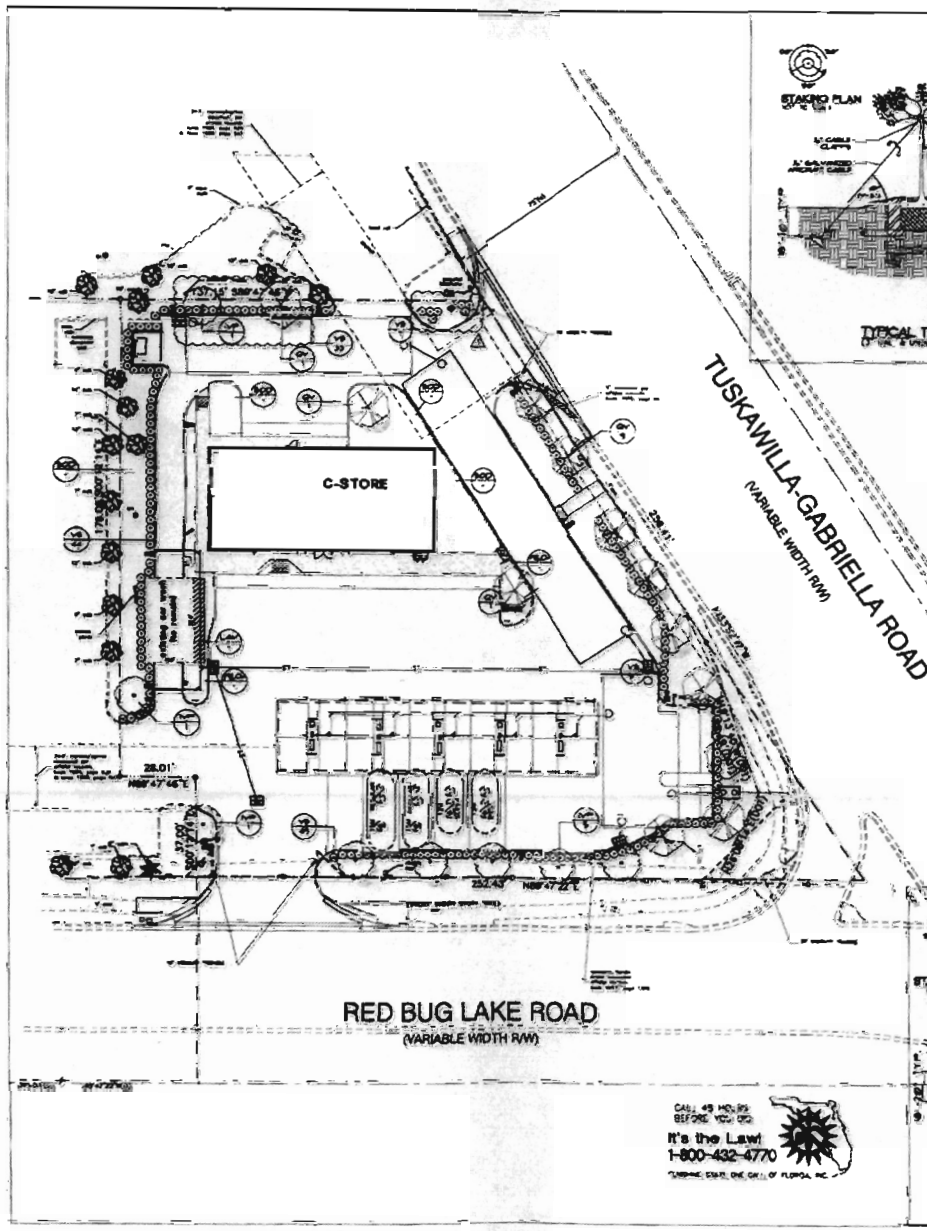
3200 / GW

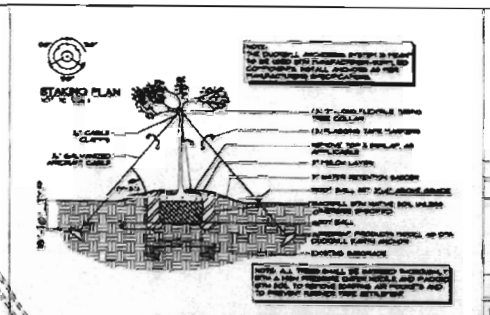
HG/BDH

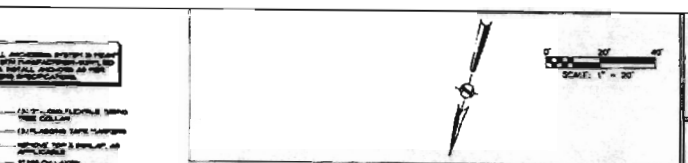
03/27/07

015-275.11

C3.0







MATERIALS LIST

QTY	KEY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
MULCH		Cypress Mulch	Cypress Mulch	[illegible]
SOD		[illegible]	St. Augustine "[illegible]"	[illegible]

LANDSCAPE REQUIREMENTS

LANDSCAPE DATA

[illegible]

ADDITIONAL NOTES

[illegible]

GENERAL LANDSCAPE NOTES

1. ALL LANDSCAPE MATERIAL SHALL BE FLA. NO. 1 GRADE OR BETTER, AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, BY DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK. LANDSCAPE MATERIAL SHALL BE PLANTED ACCORDING TO SOUND NURSERY PRACTICES.
2. ALL SHRUBS SHALL BE A MINIMUM OF 36" HIGH AT THE TIME OF PLANTING AND SPACED NO GREATER THAN 24" ON CENTER. SHRUBS SHALL NOT ADVERSELY IMPACT EXISTING TREE ROOT SYSTEMS AND SHALL BE FIELD ADJUSTED IF NECESSARY.
3. ALL REQUIRED TREES SHALL BE A MINIMUM OF 8' OVERALL HEIGHT WITH A MIN. 2" CAL AND 4' SPRD. AT TIME OF PLANTING. ADJUST TREE LOCATIONS AS NECESSARY TO AVOID UTILITIES, OBSTRUCTIONS, ETC. SEE MATERIALS LIST FOR EXACT SPECIFICATIONS.
4. ALL REQUIRED TREES SHALL BE LOCATED A MINIMUM OF 5 FEET FROM IMPERVIOUS SURFACES, ALL SHRUBS 3 FEET.
5. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM SHALL BE INSTALLED TO MAINTAIN THE LANDSCAPE AREA IN A HEALTHY MANNER AND PROVIDE 100% COVERAGE.
6. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS. ALL PLANTING SHALL BE MULCHED TO A 3" MINIMUM DEPTH.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP OF PROJECT AND REMOVAL OF ALL DISCARDED AND SURPLUS MATERIALS AND RUBBISH.
8. VERIFY THE LOCATIONS OF EXISTING TREES, LAWNS, AND SHRUBS. REMOVE EXTRANEOUS MATERIALS SUCH AS ROOTS, BRANCHES, BUILDING MATERIALS OR UNACCEPTABLE SOILS PRIOR TO PLANTING SOD, TREES, AND SHRUBS WHEN ENCOUNTERED.
9. CONTRACTOR SHALL BECOME ACQUAINTED WITH THE RELATED PAVING, SITE GRADING, AND ALL UTILITIES (INCLUDING WATER, SEWER, AND ELECTRICAL SUPPLY) TO PREVENT ANY MISJUDGMENTS AND ENSURE A TROUBLE FREE INSTALLATION.
10. THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, AND PIPES MAY NOT BE AS INDICATED ON DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THESE ITEMS AND SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERRUPTION OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT EXISTING STRUCTURES AND UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED BY HIM.
11. CONTRACTOR SHALL CALL SUNSHINE STATE ONE-CALL AT LEAST 48 HOURS PRIOR TO DIGGING. (1-800-432-4770).
12. QUANTITIES ON PLAN TAKE PRECEDENCE OVER MATERIALS LIST. QUANTITIES ON MATERIALS LIST ARE PROVIDED AS A COURTESY ONLY.

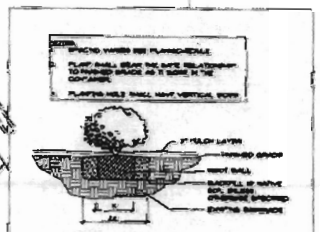
PROPERTY APPRAISER'S NUMBER [illegible]

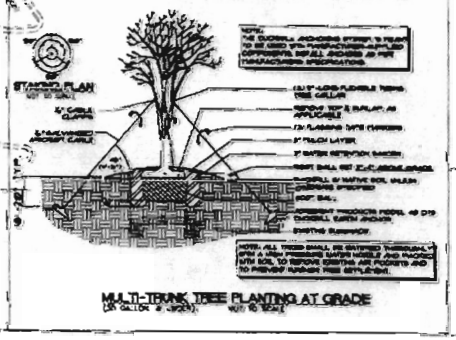
SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFICITS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULT IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR SHALL IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DIVISION

DATE





U.S. Region Engineering

Progressive Development Group, Inc.

WEST SAPPENFIELD, P.E.
FL REG. NO. 64665

5660 RED BUG LAKE ROAD
WINTER SPRINGS, FL
MODEL SERVICE STATION RAS No. 10880

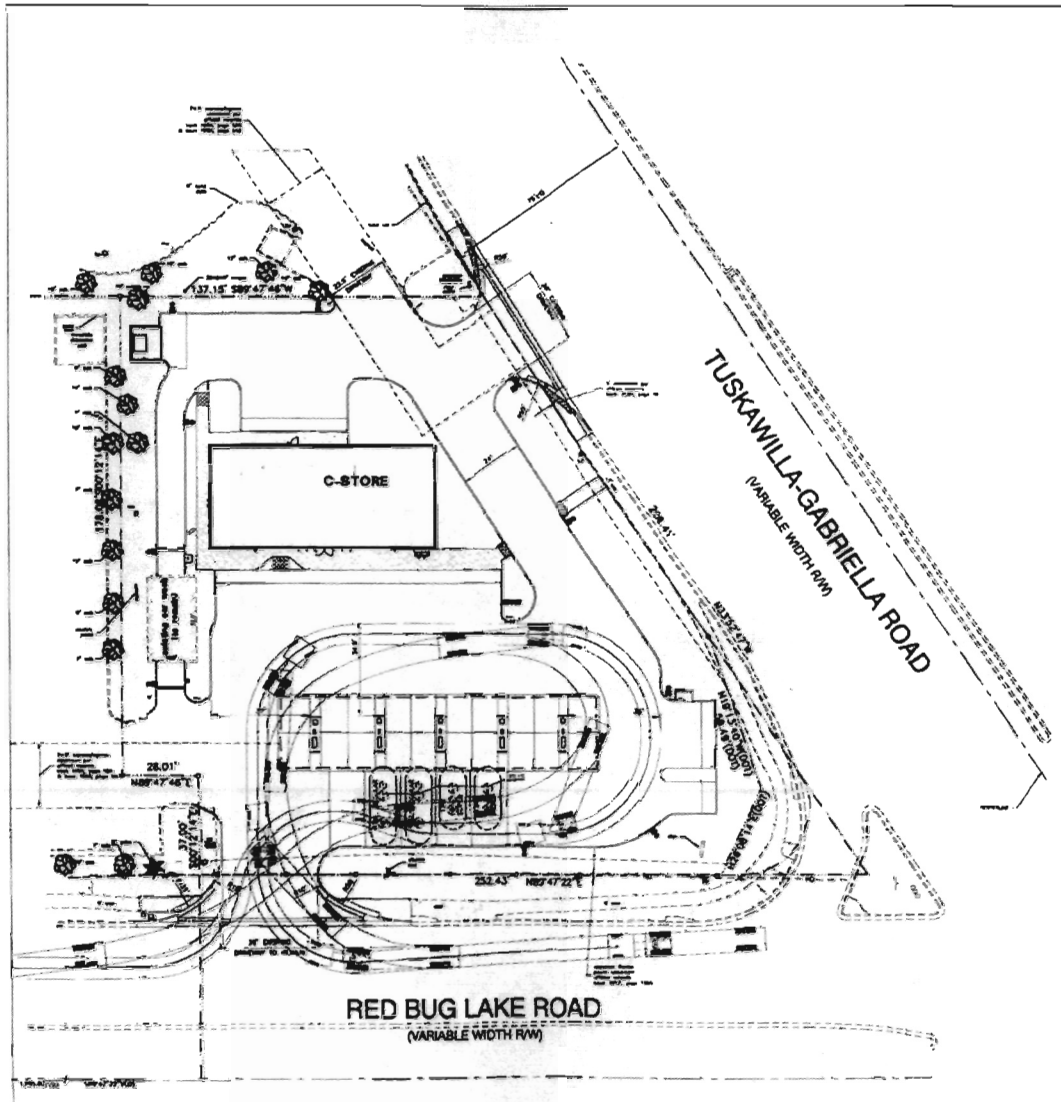
LANDSCAPE PLAN

10880
SITE
L300/EXISTING CIV

CIVIL 1"=20'
HM/BEK
03/26/07
PERMIT

015-275.11

L1.0



TANKER PATH APPROVAL

FLEET Representative

Signature: HERB JACKSON Date

PROPERTY APPRAISER'S NUMBER 24-21-30-300-0004-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONDITIONS IN THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULT IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.
APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW REPRESENTATIVE

DATE

U.S. Regen Engineering

Progressive Development Group, Inc.

NEST SUPPLY, P.E.
FL REG. NO. 64000

DATE

Date: 3/26/07 - 3:50 - 1:50
1 - REVISED PER SEMINOLE COUNTY DRC - 03/26/07 - RDV

SITE: RED BUG LAKE ROAD
WINTER SPRINGS, FL
MOBIL SERVICE STATION #243 No. 10890

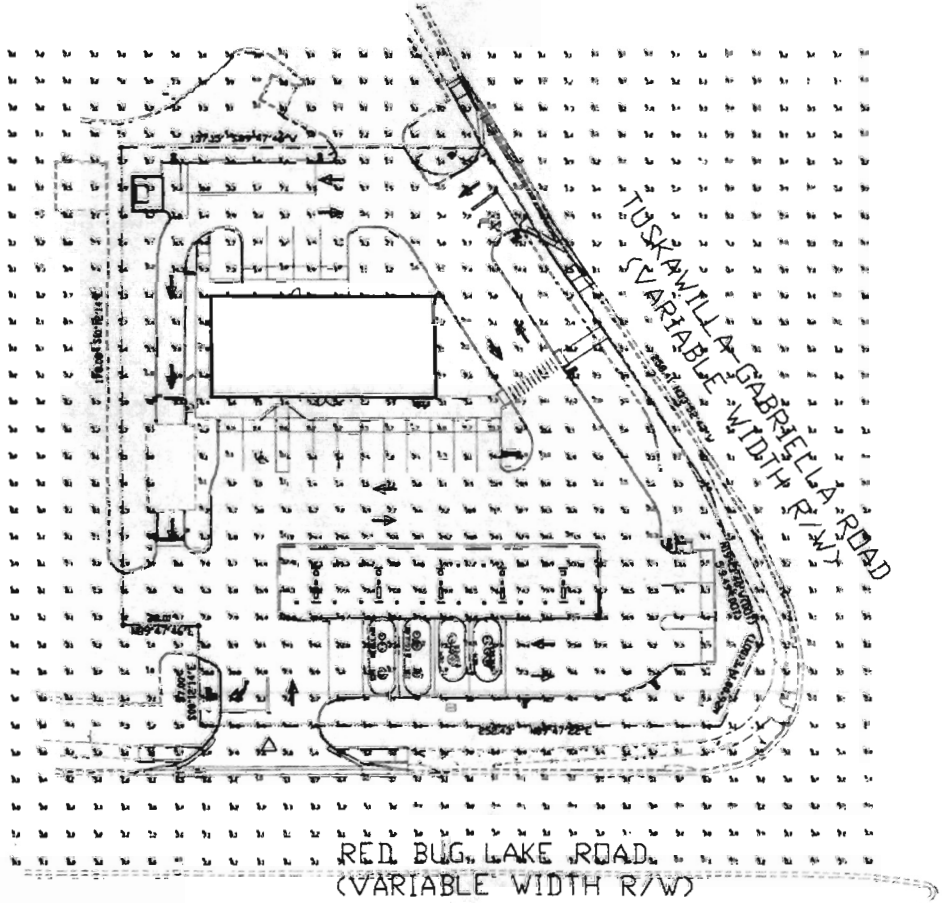
TANKER PATH PLAN

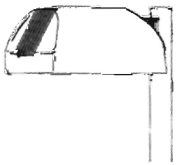
Job Number: 10890
Drawing Type: SITE
Drawing Name: 1300/EXISTING CW

Scale: 1"=20'
Drawn by: HM/BDN
Date: 03/26/07
Revised for: PERMIT

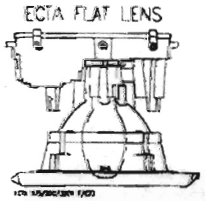
Project No. 015-275.11

Drawing No. TP-1





CHALLENGER



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lamps	LLF	Description	Total Watts
	24	A	SINGLE	1 - 250W	0.570	[illegible]	342
	4	B	SINGLE	1 - 250W	0.570	[illegible]	342
	7	C	SINGLE	1 - 250W	0.570	[illegible]	342
	7	C	2 @ 180 BESIDES	2 - 250W	0.570	[illegible]	684
	3	D	WALL	1 - 250W	0.570	[illegible]	342

Luminaire Summary						
Label	Avg	Max	Min	Avg/Min	Max/Min	
ALL CALC POINTS	0.29	10.1	0.0	N/A	N/A	

Reinforced Fiberglass Poles

Pole/Luminaire Union Summary						
Label	Avg	Max	Min	Avg/Min	Max/Min	
Length	12.00	20.0	12.0	1.0	2.00	
Wattage	0.00	342	0	1848	5428	

* Total Watts = 5428

PROPERTY APPRAISER ID NUMBER 24-20-30-300-0200-0000

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE:

10-87277

INDUSTRIES

Eaton Electrical
Tech Marketing

U.S. Lighting Engineering

Progressive DEVELOPMENT GROUP, INC.

WEST SAN FORNANDO, P.L.
FL REG. NO. 8[illegible]

SEAL

NOTE:
THIS PLAN IS NOT VALID UNLESS SIGNED, DATED, & EMBOSSED WITH SEAL

TITLE:
PHOTOMETRIC PLAN

SITE:
SARS RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA

PROJECT:
MOBIL SERVICE STATION

JOB NO. 10880

DRAWN BY: CW

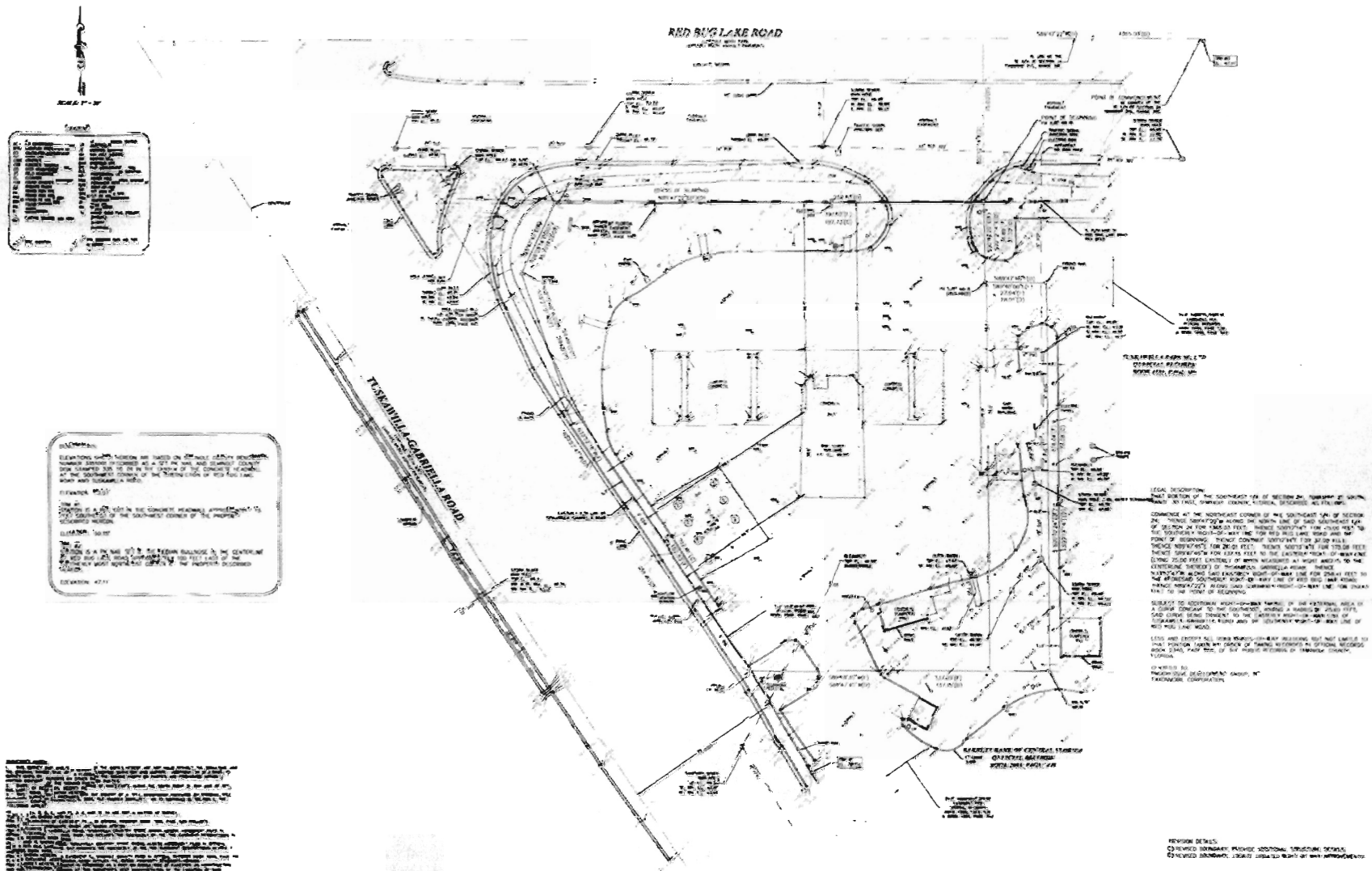
SCALE: AS SHOWN

DESIGNED BY: RM/BEN

DATE: 03/27/07

PROJECT No. 015-275.11

DRAWING No. PH.0



RAYMOND THOMPSON
PROFESSIONAL SURVEYOR & MAPPER, INC.
8415 Sunstate Street
Tampa, Florida 33634
Phone (813) 884-8200
Fax (813) 884-8001

BOUNDARY AND TOPOGRAPHIC SURVEY

5885 RED BUG LAKE ROAD
A PORTION OF SECTION 24

TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

REVISIONS:	APP.
@ 01/31/2001:	CHT.
@ 06/04/2001:	JHB
DATE: 12/29/2000	
DESIGN:	
DRAWN:	
CHECKED:	
REVISION:	
FILE:	
SCALE: 1" = 20'	
PROJECT NUMBER: FR0000070	
SHEET NO.	

1

OF 1

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

02 BCV

584405

1989 FEB 13 PM 2:52

FILE #PZ88-61 SEMINOLE COUNTY D.O. #88-2080

SEMINOLE COUNTY DEVELOPMENT
ORDER

On November 8, 1988, Seminole County issued this Development Order relating to and touching and concerning the following described property:

TAX PARCEL 20E, LOCATED IN SECTION 24, TOWNSHIP 21, RANGE 30, SEMINOLE COUNTY FLORIDA. FURTHER DESCRIBED AS A 1 ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF RED BUG LAKE AND TUSKAWILLA ROADS.

[The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.]

FILED IN OFFICE CTY. COMPTROLLER RECORDS 89 FEB -2 AM 9:03

OFFICIAL RECORDS BOOK 2041 PAGE 0887 SEMINOLE CO. FL.

Findings of Fact:

Property Owner: MOBIL OIL CORPORATION

Development Name: TUSKAWILLA COUNTY STORE PCD

Requested Development Approval: REZONE TO PCD

The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has convenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

FILED IN OFFICE CTY. COMPTROLLER RECORDS 89 JAN 31 PM 12:50

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

Order

NOW, THEREFORE, it is ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is GRANTED.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

PREPARED BY: JANE STAPLETON
SEMINOLE COUNTY
LAND MANAGEMENT
1101 E. FIRST STREET
SANFORD, FL 32771

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

COMPLIANCE WITH DEVELOPERS AGREEMENT APPROVED ON NOVEMBER 8, 1988 AND ALL AMENDMENTS THERETO.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

DONE and ORDERED this 8th day of November, 1988.

ATTEST:

By: _____
APPROVING AUTHORITY

OFFICIAL RECORDS
BOOK 2841 PAGE 0888
SEMINOLE CO. FL.

SEMINOLE COUNTY D.O. #88-2080

OWNER'S CONSENT AND COVENANT

COMES NOW, I. R. Heath of MOBIL OIL CORPORATION, the owner of the afordescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferrees of any nature whatsoever and consents to, agrees with and convenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

OFFICIAL RECORDS BOOK 2041 PAGE 0889 SEMINOLE CO. FL.

Danielle Jones
Witness

I.R. HEATH Owner
STAFF SERVICES MANAGER

Carol Kealy
Witness

STATE OF Virginia)
)
COUNTY OF Fairfax)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared I.R. HEATH, to me known as to be the person described in and who executed foregoing instrument and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of January, 1989.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:
My Commission Expires November 29, 1992

OFFICIAL RECORDS
BOOK PAGE
2048 1471
SEMINOLE CO. FL.

FILED IN OFFICE
CTY. COMMISSIONER RECORDS
MARYANNE MORSE
89 FEB 28 PM 2:49
CLERK TO B.C.C.
SEMINOLE CO. FL
BY C.C. D.C.

RECORDED & VERIFIED
1989 MAR -9 AM 11:54
5916 66
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

TUSCAWILLA COUNTRY STORE
MOBIL OIL CORPORATION
DEVELOPER'S COMMITMENT AGREEMENT

I. Legal Description:

That portion of the Southeast 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 24; thence South 89 degrees 47'22" West along the North line of said Southeast 1/4 Section 24 for 1,365.03 feet; thence South 00 degrees 12'14" East for 75.00 feet to the Southerly right-of-way line for Red Bug Lake Road and the Point of Beginning; Thence continue South 00 degrees 12'14" East for 37.00 feet; thence North 89 degrees 47'46" East for 28.01 feet; thence South 00 degrees 12'14" East for 178.08 feet; thence South 89 degrees 47'46" West for 137.15 feet to the Easterly right-of-way line (lying 75.00 feet Easterly of when measured at right angles to the centerline thereof) of Tuscawilla-Gabriella Road; thence North 33 degrees 52'47" West along said Easterly right-of-way line for 258.41 feet to the aforesaid Southerly right-of-way line of Red Bug Lake Road; thence North 89 degrees 47'22" East along said Southerly right-of-way line for 252.43 feet to the Point of Beginning. Containing 0.996 Acres, more or less.

Subject to additional right-of-way taking, or the external area of a curve concave to the Southeast, having a radius of 25.00 feet; said curve being tangent to the Easterly right-of-way line of Tuscawilla-Gabriella Road and the Southerly right-of-way line of Red Bug Lake Road.

II. Statement of Basic Facts:

Total Acreage 0.99 AC

Total Building Square footage 988 Square Feet

Specific uses shall be for a gas station with gas pumps and a car wash.

III. Landscaping and Buffers:

Shall comply with requirements for C-1 zoning category, as shown on the site plan.

IV. Off-Site Improvements:

Developer will provide a 5 foot sidewalk in the rights-of-way adjacent to the project shown on the site plan. Developer has installed deceleration lanes for two right-in/right-out entrances in the rights-of-way as shown on the site plan. Developer will extend the sanitary sewer lines within the rights-of-way of Tuscawilla Road north from Willa Springs Villas to his site as shown on the site plan.

7503M/1

BK 145 PG 460.3A

V. Impact Commitments:

A. Roads: This project participated in the Tri-Party Agreement for improvements to Red Bug Lake and Tuscawilla Roads.

B. Fire Protection The Developer will pay fire impact fees in accordance with ordinance #87-11, or its successor.

C. Law Enforcement: The Developer will pay law enforcement impact fees as applicable at the time of building permit issuance.

D. Water and Sewer: Water and sewer will be provided by Seminole County. Water and sewer line are shown on the site plan.

VI. Other Commitments:

A. Land Development Code Contingency:
Unless a particular item is specifically covered or permitted in this agreement, the applicable portion of the Seminole County Land Development Code shall prevail.

B. Buildings will not exceed one story in height.

C. Allowable uses of the property shall be those uses allowed in C-1 Retail/Commercial zoning, a car wash and gas pumps.

D. Developer's Definition:

When the term "Developer" is used herein, same shall be taken or construed to mean Mobil Oil Corporation. All obligations, liabilities, and responsibilities incurred by or implied by the Developer by this agreement shall be assumed by any successors in interest as the overall Development of the Planned Commercial Development.

7503M/2

OFFICIAL RECORDS
BOOK PAGE
2048 1473
SEMINOLE CO. FL.

THE STATE OF VIRGINIA)
)
COUNTY OF FAIRFAX)

BEFORE ME, the undersigned authority in and for Fairfax County, Virginia, on this 22nd day of February, 1989 personally appeared D.R. HAYES and I.R. HEATH, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and known to me to be the ASS'T. SECRETARY and ASS'T. SECRETARY, respectively, of MOBIL OIL CORPORATION, a New York corporation, and acknowledged to me that they executed the said instrument for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 22 day of February, 1989.

Elizabeth A. Winkler
Notary Public

My Commission Expires: ELIZABETH A. WINKLER MY COMMISSION EXPIRES 9/9/91

RK 145 Pg. 460.3C

At a Meeting of the Board of Directors of MOBIL OIL CORPORATION held at 150 East 42nd Street, New York, N. Y., on the 25th day of June, 1987, at which meeting a quorum was present and assented to its passage, the following Resolution was adopted:

OFFICIAL RECORDS
BOOK 2048 PAGE 1474
SEMINOLE CO. FL.

RESOLVED, that effective July 1, 1987, the Treasurer, the Senior Assistant Controller, the Assistant Treasurers, the Assistant Controllers, and each of them, be and they hereby are authorized to execute, acknowledge and deliver any and all instruments in the name and on behalf of this Corporation, including, without limiting the generality of the foregoing, deeds conveying real estate, with the same force and effect as if specific authority were granted by this Board in each particular instance; and the Secretary or a Senior Assistant Secretary or an Assistant Secretary is hereby authorized to attest the execution of such instruments and to affix the Corporate Seal thereto.

I, D.R. HAYES, Assistant Secretary of MOBIL OIL CORPORATION, do hereby certify that the foregoing Resolution is a true copy from the records of the said MOBIL OIL CORPORATION, and that said Resolution is now in full force and effect.

IN TESTIMONY WHEREOF, I have signed my name and affixed the Corporate Seal at Fairfax, Virginia, this 22 day of February, 1989.

MOBIL OIL CORPORATION SEAL 1932

D.R. Hayes
Assistant Secretary

/bc0220

Bk 145 Pg 460, 3D

Approved by the Board of County Commission on November 8, 1988.

Mobil Oil Corporation

By: _____

I.R. HEATH
ASS'T. SECRETARY

Date: February 22, 1989

Board of County Commissions

Seminole County, Florida

Date: 2-27-89

Sandra S. Glenn
Chairman

OFFICIAL RECORDS
BOOK 2048 PAGE 1475
SEMINOLE CO. FL.

7503M/3

BK 145 Pg 460.3E

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
NOVEMBER 7, 2007

Members present: Melanie Chase, Ben Tucker, Matthew Brown, and Kim Day

Members absent: Walt Eismann, Rob Wolf, and Dudley Bates

Also present: Tina Williamson, Acting Planning Manager; Dori DeBord, Director of Planning and Development; Herman Wright, Principal Planner; Ian Sikonia, Senior Planner; Tony Walter, Principal Planner; Tony Nelson, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; Candace Lindlaw-Hudson, Clerk to the Commission

Red Bug Lake Road (5885) / PCD Major Amendment; **Brett Nevaril, Progressive Development Group, applicant**; 0.97± acres; PCD Major Amendment; Rezone PCD (Planned Commercial Development) to PCD (Planned Commercial Development); also Revised Preliminary Site Plan, Revised and Restated Development Order, Final Site Plan, Revised and Restated Developer's Commitment Agreement; located on the southeast corner of Red Bug Lake Road and Tuskawilla Road. (Z2007-36)

Commissioner Dallari – District 1
Herman Wright, Principal Planner

Herman Wright stated that this rezone application would amend the PCD site plan and Developer's Commitment Agreement approved in November of 1988. The original approval was for a 988 square-foot gas station and car wash and all uses within the C-1 Retail Commercial District. The applicant is requesting that the convenience store be increased in size from 988 square feet to 4,200 square feet. This project is compatible with the "Commercial" future land use designations surrounding the site and the C-1 Commercial zoning district surrounding the site. Staff recommendation is for approval of the request for a PCD Major Amendment; Rezone PCD (Planned Commercial Development) to PCD (Planned Commercial Development); also Revised Preliminary Site Plan, Revised and Restated Development Order, Final Site Plan, Revised and Restated Developer's Commitment Agreement.

Commissioner Tucker noted the road name on the map of "Tuskawilla Gabriella Road, " which he has never seen on any Seminole County documents.

Commissioner Brown said that the road name should be confirmed before the BCC hearing.

Brett Nevaril was present to answer questions. He stated that the road name came from original documents and the legal description of the property. He will check on the name.

There were no comments from the audience.

Commissioner Brown noted that the placards placed on sites of applications should reflect the precise action being requested, such as “expansion of size of convenience store.”

Commissioner Day made a motion to recommend approval of the request for PCD Major Amendment; Rezone PCD (Planned Commercial Development) to PCD (Planned Commercial Development); also Revised Preliminary Site Plan, Revised and Restated Development Order, Final Site Plan, Revised and Restated Developer’s Commitment Agreement.

Commissioner Chase seconded the motion.

The motion passed 4 – 0.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission

ORDINANCE NO. **DEVELOPMENT ORDER #07-21700006**
Z2007-36

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On February 12, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Exxon Mobil Oil Corporation

Project Name: Red Bug Lake Road 5885/Mobil PCD Major Amendment

Requested Development Approval: The applicant is requesting to increase the square footage of the convenience store from 988 square feet to 4,200 square feet; an increase of 3,212 square feet.

The Board of County Commissioners has determined that the requested Red Bug Lake Road 5885/Mobil PCD Major Amendment is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Red Bug Lake Road 5885/Mobil PCD Major Amendment" and all evidence submitted at the public hearing on February 12, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PCD Major Amendment should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

MOBIL SERVICE STATION RAS#10890
5885 RED BUG LAKE ROAD
WINTER SPRINGS, FLORIDA

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE S89°47'22"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 24 FOR 1365.03 FEET; THENCE S00°12'14"E FOR 75.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE FOR RED BUG LAKE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE S00°12'14"E FOR 37.00 FEET; THENCE N89°47'46"E FOR 28.01 FEET; THENCE S00°12'14"E FOR 178.08 FEET; THENCE S89°47'46"W FOR 137.15 FEET TO THE EASTERLY RIGHT-OF-WAY LINE (LYING 75.00 FEET EASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF) OF TUSKAWILLA-GABRIELLA ROAD; THENCE N33°52'47"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 258.41 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF RED BUG LAKE ROAD; THENCE N89°47'22"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 252.43 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ADDITIONAL RIGHT-OF-WAY TAKING, OF THE EXTERNAL AREA OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; SAID CURVE BEING TANGENT TO THE EASTERLY RIGHT-OF-WAY LINE OF TUSKAWILLA-GABRIELLA ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RED BUG LAKE ROAD.

LESS AND EXCEPT ALL ROAD RIGHTS-OF-WAY INCLUDING BUT NOT LIMITED TO THAT PORTION TAKEN BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2340, PAGE 844, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: River's Edge Preserve PUD Major Amendment (f/k/a Rivercrest PUD)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Approve the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, and enact an ordinance for a rezone from PUD to PUD, for 9.99 + acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Daly Design Group, applicant); or

2. Deny the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for 9.99 + acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415 and authorize the Chairman to execute the Denial Development Order (Daly Design Group, applicant); or

3. Continue the item until a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

The applicant, Daly Design Group is requesting a Major Amendment to the River's Edge Preserve PUD (f/k/a Rivercrest PUD). The rezone from A-1 (Agriculture) to PUD (Planned Unit Development) and Small Scale Future Land Use Amendment from Surburban Estates (SE) to Planned Development (PD) was approved on March 27, 2007 by the Board of County Commissioners. The PUD is approved for a maximum density 3.9 dwelling units per net buildable acre, up to a maximum of 33 dwelling units. The approved Development Order requires a minimum lot size of 6,000 square feet for detached single-family dwellings and 2,250 square feet for townhomes.

The applicant is requesting the PUD Major Amendment to allow for an additional access point to the development and modifications to the approved buffering standards. The approved Preliminary Master Plan indicates one access point at the intersection of the proposed realignment of Celery Avenue and SR 415. The current proposal depicts the originally approved access point at Celery Avenue and SR 415 and an additional access point approximately 900 feet south of the approved access point. The proposed access point is an existing shared driveway for two single-family homes, one of which is within the River's Edge Preserve PUD and will remain after the development is completed.

The applicant is also requesting to amend the approved buffering standards. The applicant

states that the approved buffering standards are for a townhome development and they would like the flexibility of reduced buffering standards if the project is developed as detached single-family. The proposed amendment will allow the applicant to abide by the approved buffering standards for the West property line if the project is developed as townhomes and the following amendments if it is developed as detached single-family. The table below depicts the approved and proposed setbacks and buffering standards.

	Approved	Proposed
West (adjacent to SR 415)	Minimum 40' natural buffer in a separate tract. The retention pond is allowed to encroach a maximum of 20' into the buffer.	Minimum 40' natural planted buffer in a separate tract. Plantings will be consistent with FPL planting standards and there shall be at least 6 sub-canopy trees and 10 shrubs every 100'. The retention pond is allowed to encroach a maximum of 20' into the buffer. (townhome and single-family)
North	25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.	25' building setback from post development floodplain/wetland and a planted environmental drainage swale within a 15' easement. (single-family)
East	25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.	25' building setback from post development floodplain/wetland and a planted environmental drainage swale within a 15' easement. (single-family)
South	50' building setback and a 25' buffer in compliance with Section 30.1232 of the Seminole County Land Development Code Active/Passive buffer setback design standards.	No buffer required. (single-family)

Additionally, a 40' natural buffer is required along SR 415, however it conflicts with a Florida Power and Light (FPL) easement, which has been cleared. Staff is recommending that the applicant replant the easement area with species approved by FPL as part of this amendment, utilizing the following language contained in the attached Development Order:

West Property Line (adjacent to SR 415): Minimum 40' natural planted buffer in a separate tract. Plantings will be consistent with FPL planting standards and there shall be at least 6 sub-canopy trees and 10 shrubs every 100'. The retention pond is allowed to encroach a maximum of 20' into the buffer.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on January 9, 2008 and voted 5 to 0 to recommend approval of the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for 9.99 ± acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415, per staff findings.

STAFF RECOMMENDATION:

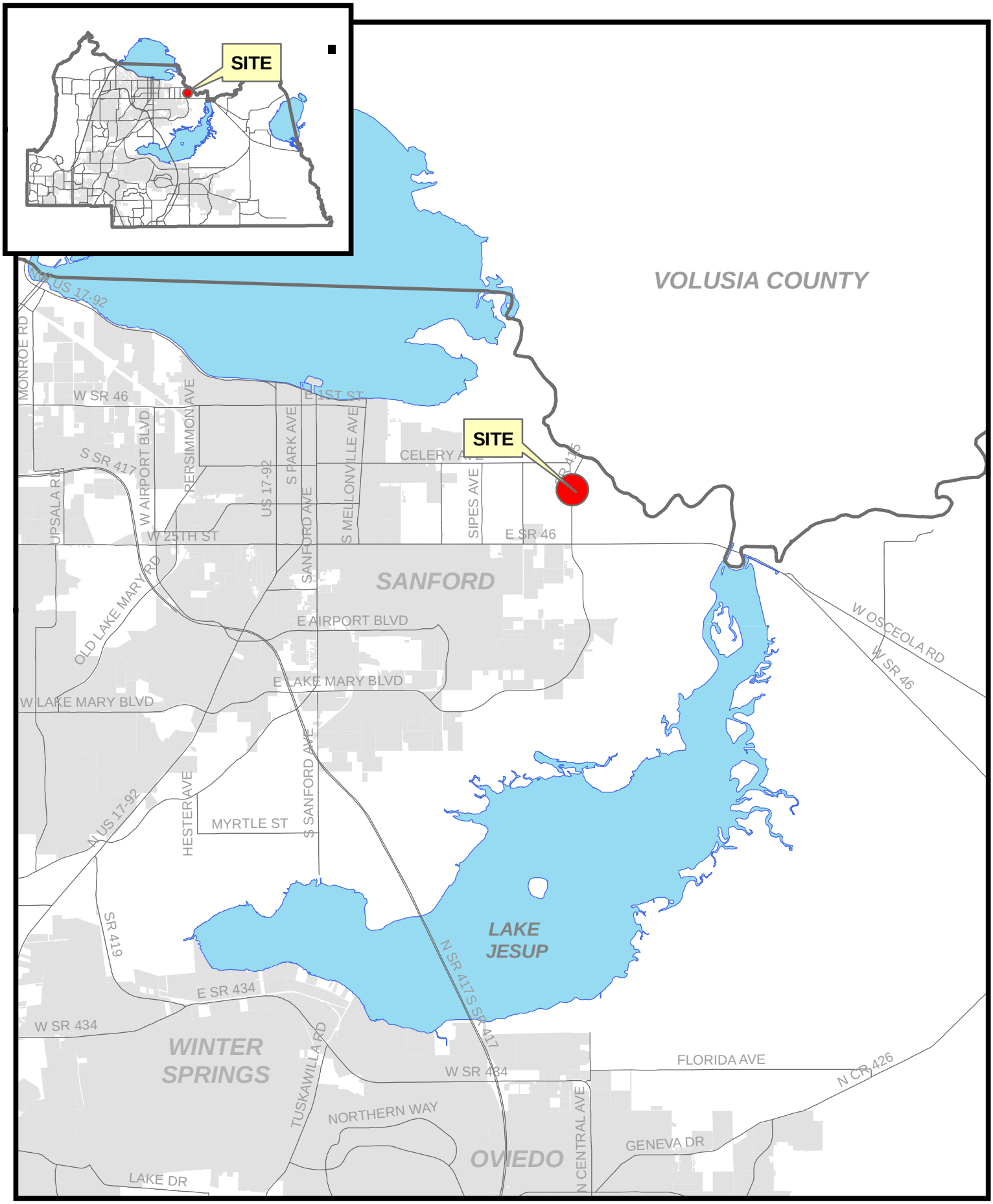
Staff recommends the Board approve the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for 9.99 ± acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415.

ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Preliminary Master Plan
5. Revised and Restated Development Order
6. Rezone Ordinance
7. Denial Development Order
8. 2006 Development Order
9. January P&Z Minutes
10. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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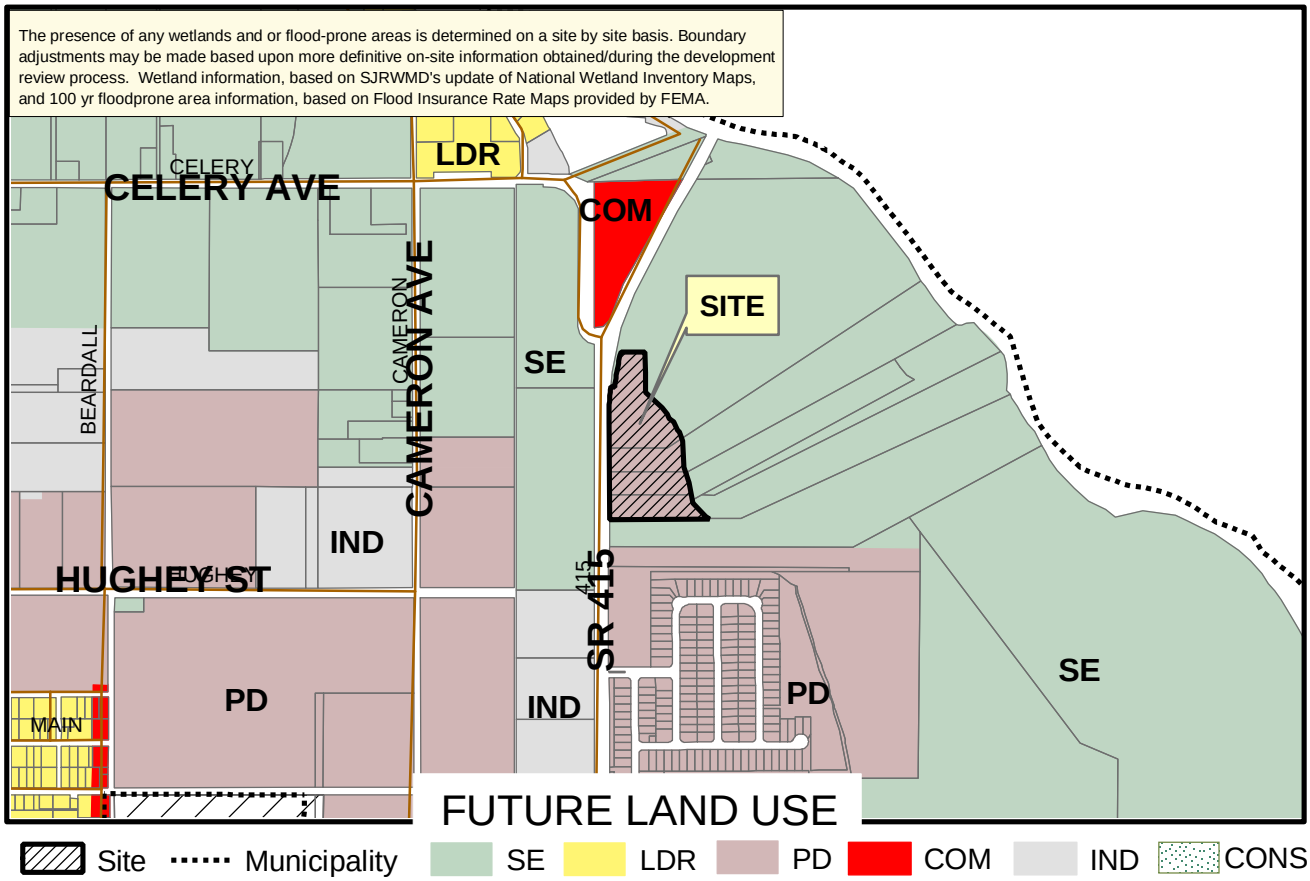
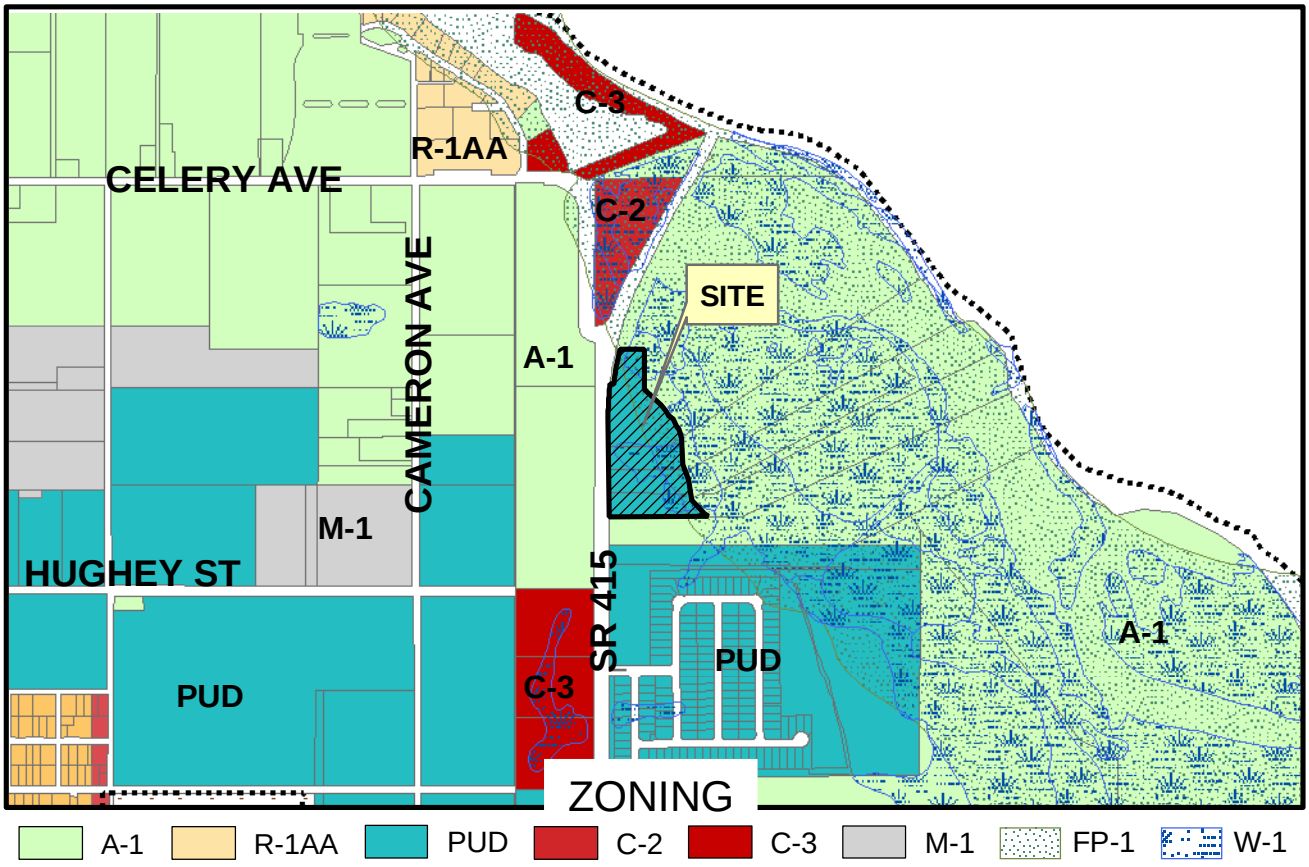


Applicant: Thomas Daly
Physical STR: 34-19-31-300-006A, 006B, 006C, 006D, 006E
Gross Acres: 9.99 +/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-077	PUD	PUD



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Rezone No: Z2007-077
From: PUD To: PUD
Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2006/site_aerials/Z2007-077adaer 01/03/08

LEGAL DESCRIPTION

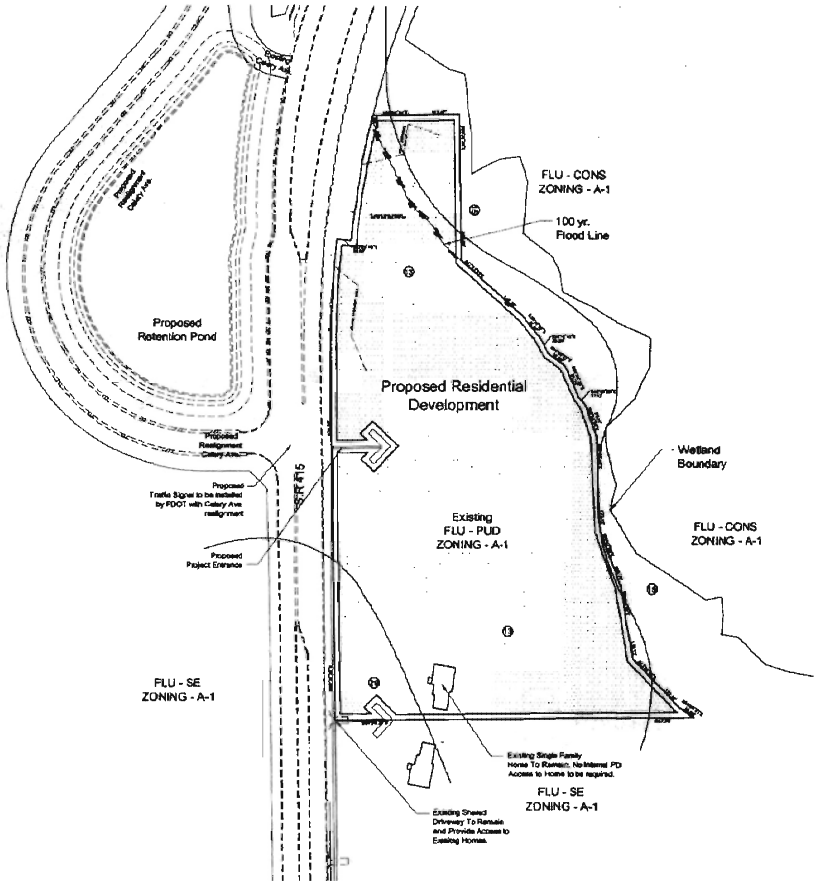
A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 466.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°02'37" AND A CHORD DISTANCE OF 232.63 FEET WHICH BEARS NORTH 02°55'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°01'49" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.18 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 02°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°37'25" EAST, A DISTANCE OF 146.24 FEET; THENCE SOUTH 38°16'15" EAST, A DISTANCE OF 51.66 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 35.69 FEET; THENCE SOUTH 24°30'54" EAST, A DISTANCE OF 61.78 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54'34" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'48" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'06" EAST, A DISTANCE OF 106.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.53 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.28 FEET; THENCE SOUTH 34°05'11" EAST, A DISTANCE OF 23.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

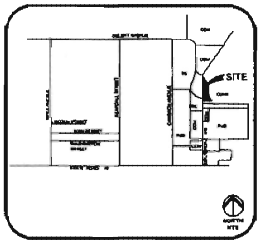
CONTAINING 9.99 ACRES (436,029 SQUARE FEET), MORE OR LESS.

General Notes:

1. The site will be developed in one phase.
2. All units will be sold fee simple. Deed restrictions will be addressed during the review of the final master plan.
3. All common areas, recreation facilities, and buffers will be owned and maintained by a homeowner's association.
4. Water and sewer service will be provided by the city of Sanford. A conceptual master utility plan will be submitted with the Final Master plan.
5. The 100 year flood plain does not encumber the property.
6. Soil delineation's shown on the plan are based upon the SCS maps.
7. This property is located in proximity to an airport noise zone. The properties delineated on this project are subject to aircraft noise that maybe objectionable.
8. The sale of each residential lot shall include a deed containing the following language in bold type face:
   NOTICE OF AIRPORT NOISE
   This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.
9. A 40' natural buffer will be maintained along S.R. 415. Retention ponds may encroach into 50% of the buffer.
10. The existing driveway connection shall remain in place, a perpetual access easement in favor of the homeowner shall be granted at the time of final plat.
11. No internal access shall be provided from the proposed development to the existing homes that shall remain.



Preliminary Master Plan
scale 1" :100'



Location Map

Parcel I.D
34-19-31-300-009B-0000
34-19-31-300-009E-0000
34-19-31-300-009D-0000
34-19-31-300-006A-0000

Total land area	9.99 ac
Floodplain	0.98 ac
Potential Wetlands	1.62 ac
Net Developable Acres	8.39 ac
Total Units	33
Proposed Density	3.9 du/net
Existing FLU	PD
Existing Zoning	A-1
Proposed Zoning	PUD
Required Openspace (25%)	2.49 ac
Max Building Height	35'
Single Family Development	
Typ. Lot Size	50'x120'
Min. Lot Sq Ft	6,000 sf
Min. Living Area	1,180 sf
Townhome Development	
Min. Lot Size	25'x80'
Min. Lot Sq Ft	2,250 sf
Min. Living Area	900 sf
Utility Usage	
Water Usage (350 GPD)	11,550 GPD
Sanitary Sewer Usage (300 GPD)	9,900 GPD
Projected Trips (10/day)	330 ADT

Owner
Rolf and Brigitte Burgmann
2521 County Road 415A
Sanford FL 32771

Owner
Palm Ranch Inc
2521 County Road 415A
Sanford FL 32771

Planner / Landscape Architect
Daly Design Group, Inc
604 Courtland Street
Suite 202
Orlando FL. 32707
Ph. 407-740-7373
Contact: Mr. Tom Daly
Mr. Bill Maki

Developer
Orlando RE Partners, LLC
420 Anson Lane
Suite 102
Orlando FL. 32814
Contact: Mr. Brad Cowhard

Surveyor
ASM Surveyors
1630 N Orlando Ave.
Suite B
Winter Park, FL 32789
Ph. (407) 428-7979
Contact: Mr. Brett Moscovitz

Engineer
Meridian Engineering
431 E. Horatio Ave., Suite 260
Maitland, Fl. 32751
Ph. 407-629-8330
Contact: Mr David Glunt

Preliminary Master Plan
daly design group inc.
Land Planning • Landscape Architecture • Project Management
604 Courtland Street, suite 202, Orlando, Florida 32804
Phone 407.740.7373 • Fax 407.740.7551 • www.dalydesign.com
Job No: 2604 • Scale 1"= 100' • Date: July 2006

Revisions

1	11.09.06	Revised per County Comments dated 08.14.2006	11.30.06
2	04.03.07	Revised per County Comments	04.03.07
3	07.24.07	PUD Major Amendment Application	07.24.07
4	12.21.07	Revised per County Commetns dated 12.19.2007	12.21.07

Property Appraiser I.D. Number

34-19-31-300-009B-0000
34-19-31-300-009E-0000
34-19-31-300-009D-0000
34-19-31-300-009E-0000

Seminole County
Approved for Construction

This approval is subject to specific conformance to the Seminole County Land Development Code and any special requirements of The Board of County Commissioners. It shall be the responsibility of the developer to correct any defects in the plans of the facility as constructed which results in a failure to meet applicable code requirements. Administrative acceptance of the developer's plans does not constitute a waiver of any code requirements nor does it relieve the developer of responsibility to meet those requirements. This specific approval is valid for a period of one year from the date below.

Approved

Seminole County Development Review Department

Date

Soils Legend

13 - EauGallie and Immokalee fine sands.

15 - Felda and Manatee mucky fine sands, depressional

28 - St Johns and EauGallie fine sands

NORTH

2604

REVISED AND RESTATED DEVELOPMENT ORDER

The Rivercrest PUD Development Order dated March 27, 2007 is hereby further revised on February 12, 2008 to read as follows:

Legal description attached as Exhibit "A"

(The aforedescribed legal description has been provided to Seminole County by the 9owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Palm Ranch, Inc./Rolf Bergmann
2521 CR 415A
Sanford, FL 32771

Project Name: River's Edge Preserve PUD Major Amendment (fka Rivercrest PUD)

Requested Development Approval:

Major Amendment to the Rivercrest PUD and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by:
Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows (underlines are additions, strikethroughs are deletions):

a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
b. The maximum density shall not exceed 3.9 dwelling units per net buildable acre, up to a maximum of 33 dwelling units.
c. The maximum building height shall be two stories, not to exceed 35'.
d. The minimum lot size for detached dwellings shall be 6,000 square feet. The minimum lot size for townhomes shall be 2,250 square feet.
e. Permitted uses shall be townhomes, single-family detached dwellings, customary accessory structures, home offices, home occupations and customary recreational facilities for the use of the residents.
f. All landscape buffers and common areas shall be maintained by a homeowners association.
g. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
h. A minimum of 25% useable open space shall be provided for the entire PUD. The location of and the amenities associated with the open space shall be provided at the time of Final Master Plan.
i. Garages shall not be converted to living space.
j. No outdoor storage of boats or RVs is allowed.
k. The internal lot setbacks (principal and accessory structures) shall be determined at the time of Final Master Plan.
l. Subdivision plats establishing residential lots within the limits of the subject property shall include a note (font size twelve point or larger) stating the following:

> ***This property is located in proximity to an airport noise zone. The properties delineated on this plat are subject to aircraft noise that may be objectionable.***

m. The sale of each residential lot shall include a deed containing the following language in bold type face:

> ***NOTICE OF AIRPORT NOISE***
> ***This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.***

In addition, the developer shall execute an avigation easement, in a form provided by the County Attorney's Office, which shall be recorded prior to platting. The avigation easement shall apply to all property upon which any residential use is to be constructed.

n. The following setback and buffer standards shall apply to the external property boundary of the entire PUD <u>for a townhome development:</u>

1. West Property Line (adjacent to SR 415): Minimum 40' ~~natural~~ <u>planted</u> buffer in a separate tract. <u>Plantings will be consistent with FPL planting standards and there shall be at least 6 sub-canopy trees and 10 shrubs every 100'.</u> The retention pond is allowed to encroach a maximum of 20' into the buffer.

2. North Property Line (adjacent to floodplain/wetland): 25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.

3. East property line (adjacent to floodplain/wetland): 25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.

4. South Property Line: 50' building setback and a 25' buffer in compliance with Section 30.1232 of the Seminole County Land Development Code Active/Passive buffer setback design standards.

o. <u>The following setback and buffer standards shall apply to the external property boundary of the entire PUD for a single-family development:</u>

<u>1. West Property Line (adjacent to SR 415): Minimum 40' ~~natural~~ planted buffer in a separate tract. Plantings will be consistent with FPL planting standards and there shall be at least 6 sub-canopy trees and 10 shrubs every 100'. The retention pond is allowed to encroach a maximum of 20' into the buffer.</u>

<u>2. North Property Line (adjacent to floodplain / wetland): 25' building setback from post development floodplain/wetland and a planted environmental drainage swale within a 15' easement.</u>

<u>3. East Property Line (adjacent to floodplain / wetland): 25' building setback from post development floodplain/wetland and a planted environmental drainage swale within a 15' easement.</u>

<u>4. South Property Line: No buffer required.</u>

p. In the event that the project consists of townhomes and single-family dwellings the buffers and setbacks established in Condition "n" of this Development Order shall apply.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Palm Ranch, Inc. and Rolf Bergmann, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____ _____

Witness Rolf Bergmann, as Registered agent for Palm Ranch, Inc. and Rolf Bergmann, Individually as owner

_____

Witness

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rolf Bergman who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT “A”

DESCRIPTION

LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°10'37" AND A CHORD DISTANCE OF 232.82 FEET WHICH BEARS NORTH 02°59'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°24'49" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.10 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 00°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°33'25" EAST, A DISTANCE OF 146.26 FEET; THENCE SOUTH 39°16'15" EAST, A DISTANCE OF 51.60 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 36.69 FEET; THENCE SOUTH 24°30'39" EAST, A DISTANCE OF 61.76 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54' 54" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'45" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'08" EAST, A DISTANCE OF 105.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.13 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.29 FEET; THENCE SOUTH 54°05'27" EAST, A DISTANCE OF 29.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.99 ACRES (435,029 SQUARE FEET), MORE OR LESS.

EXHIBIT “B”
Preliminary Master Plan

LEGAL DESCRIPTION

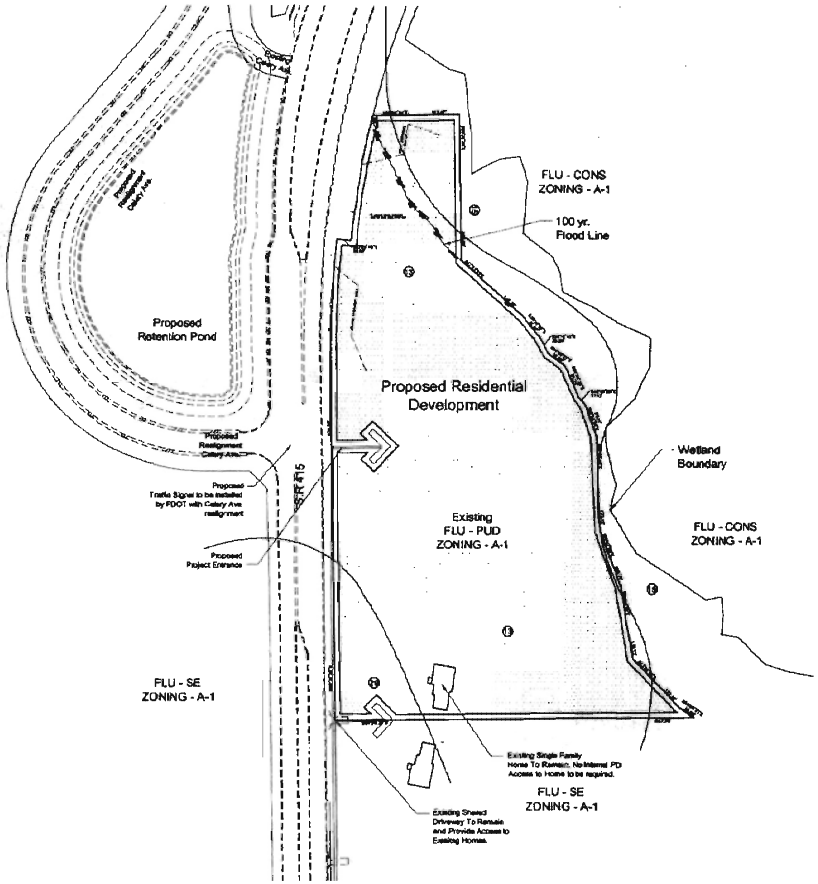
A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 466.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°02'37" AND A CHORD DISTANCE OF 232.63 FEET WHICH BEARS NORTH 02°55'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°01'49" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.18 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 02°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°37'25" EAST, A DISTANCE OF 146.24 FEET; THENCE SOUTH 38°16'15" EAST, A DISTANCE OF 51.66 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 35.69 FEET; THENCE SOUTH 24°30'54" EAST, A DISTANCE OF 61.78 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54'34" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'48" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'06" EAST, A DISTANCE OF 106.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.53 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.28 FEET; THENCE SOUTH 34°05'11" EAST, A DISTANCE OF 23.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

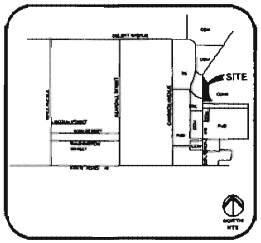
CONTAINING 9.99 ACRES (436,029 SQUARE FEET), MORE OR LESS.

General Notes:

1. The site will be developed in one phase.
2. All units will be sold fee simple. Deed restrictions will be addressed during the review of the final master plan.
3. All common areas, recreation facilities, and buffers will be owned and maintained by a homeowner's association.
4. Water and sewer service will be provided by the city of Sanford. A conceptual master utility plan will be submitted with the Final Master plan.
5. The 100 year flood plain does not encumber the property.
6. Soil delineation's shown on the plan are based upon the SCS maps.
7. This property is located in proximity to an airport noise zone. The properties delineated on this project are subject to aircraft noise that maybe objectionable.
8. The sale of each residential lot shall include a deed containing the following language in bold type face:
   NOTICE OF AIRPORT NOISE
   This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.
9. A 40' natural buffer will be maintained along S.R. 415. Retention ponds may encroach into 50% of the buffer.
10. The existing driveway connection shall remain in place, a perpetual access easement in favor of the homeowner shall be granted at the time of final plat.
11. No internal access shall be provided from the proposed development to the existing homes that shall remain.



Preliminary Master Plan
scale 1" :100'



Location Map

Parcel I.D
34-19-31-300-009B-0000
34-19-31-300-009E-0000
34-19-31-300-009D-0000
34-19-31-300-006A-0000

Total land area	9.99 ac
Floodplain	0.98 ac
Potential Wetlands	1.62 ac
Net Developable Acres	8.39 ac
Total Units	33
Proposed Density	3.9 du/net
Existing FLU	PD
Existing Zoning	A-1
Proposed Zoning	PUD
Required Openspace (25%)	2.49 ac
Max Building Height	35'
Single Family Development	
Typ. Lot Size	50'x120'
Min. Lot Sq Ft	6,000 sf
Min. Living Area	1,180 sf
Townhome Development	
Min. Lot Size	25'x80'
Min. Lot Sq Ft	2,250 sf
Min. Living Area	900 sf
Utility Usage	
Water Usage (350 GPD)	11,550 GPD
Sanitary Sewer Usage (300 GPD)	9,900 GPD
Projected Trips (10/day)	330 ADT

Owner
Rolf and Brigitte Burgmann
2521 County Road 415A
Sanford FL 32771

Owner
Palm Ranch Inc
2521 County Road 415A
Sanford FL 32771

Planner / Landscape Architect
Daly Design Group, Inc
604 Courtland Street
Suite 202
Orlando FL. 32707
Ph. 407-740-7373
Contact: Mr. Tom Daly
Mr. Bill Maki

Developer
Orlando RE Partners, LLC
420 Anson Lane
Suite 102
Orlando FL. 32814
Contact: Mr. Brad Cowhard

Surveyor
ASM Surveyors
1630 N Orlando Ave.
Suite B
Winter Park, FL 32789
Ph. (407) 428-7979
Contact: Mr. Brett Moscovitz

Engineer
Meridian Engineering
431 E. Horatio Ave., Suite 260
Maitland, Fl. 32751
Ph. 407-629-8330
Contact: Mr David Glunt

Preliminary Master Plan
daly design group inc.
Land Planning • Landscape Architecture • Project Management
604 Courtland Street, suite 202, Orlando, Florida 32804
Phone 407.740.7373 • Fax 407.740.7551 • www.dalydesign.com
Job No: 2604 • Scale 1"= 100' • Date: July 2006

Revisions

1	11.09.06	Revised per County Comments dated 08.14.2006	11.30.06
2	04.03.07	Revised per County Comments	04.03.07
3	07.24.07	PUD Major Amendment Application	07.24.07
4	12.21.07	Revised per County Commetns dated 12.19.2007	12.21.07

Property Appraiser I.D. Number

34-19-31-300-009B-0000
34-19-31-300-009E-0000
34-19-31-300-009D-0000
34-19-31-300-009E-0000

Seminole County
Approved for Construction

This approval is subject to specific conformance to the Seminole County Land Development Code and any special requirements of The Board of County Commissioners. It shall be the responsibility of the developer to correct any defects in the plans of the facility as constructed which results in a failure to meet applicable code requirements. Administrative acceptance of the developer's plans does not constitute a waiver of any code requirements nor does it relieve the developer of responsibility to meet those requirements. This specific approval is valid for a period of one year from the date below.

Approved

Seminole County Development Review Department

Date

Soils Legend

13 - EauGallie and Immokalee fine sands.

15 - Felda and Manatee mucky fine sands, depressional

28 - St Johns and EauGallie fine sands

NORTH

2604

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVLOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled “River’s Edge Preserve PUD Major Amendment”, dated February 12, 2008.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this

Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #07-21700012 in the Official Land Records of Seminole County.

ENACTED this 12th day of February 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°10'37" AND A CHORD DISTANCE OF 232.82 FEET WHICH BEARS NORTH 02°59'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°24'49" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.10 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 00°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°33'25" EAST, A DISTANCE OF 146.26 FEET; THENCE SOUTH 39°16'15" EAST, A DISTANCE OF 51.60 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 36.69 FEET; THENCE SOUTH 24°30'39" EAST, A DISTANCE OF 61.76 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54'54" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'45" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'08" EAST, A DISTANCE OF 105.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.13 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.29 FEET; THENCE SOUTH 54°05'27" EAST, A DISTANCE OF 29.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.99 ACRES (435,029 SQUARE FEET), MORE OR LESS.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On March 27, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A"

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Rolf Bergmann and Palm Ranch, Inc.
2521 CR 415A
Sanford, FL 32771

Project Name: River's Edge Preserve PUD Major Amendment (fka Rivercrest PUD)

Requested Development Approval:

Major Amendment to the Rivercrest PUD and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Major Amendment to the River's Edge Preserve PUD (fka Rivercrest PUD) is not compatible with the surrounding area.

After fully considering staff analysis titled "River's Edge Preserve PUD Major Amendment" and all evidence submitted at the public hearing on February 12, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

EXHIBIT “A”

DESCRIPTION

SUBJECT PROPERTY ALSO DESCRIBED AS:

LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°10'37" AND A CHORD DISTANCE OF 232.82 FEET WHICH BEARS NORTH 02°59'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°24'49" EAST, A DISTANCE OF 25.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.10 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 00°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°33'25" EAST, A DISTANCE OF 146.26 FEET; THENCE SOUTH 39°16'15" EAST, A DISTANCE OF 51.60 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 36.69 FEET; THENCE SOUTH 24°30'39" EAST, A DISTANCE OF 61.76 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54'54" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'45" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'08" EAST, A DISTANCE OF 105.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.13 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.29 FEET; THENCE SOUTH 54°05'27" EAST, A DISTANCE OF 29.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.99 ACRES (435,029 SQUARE FEET), MORE OR LESS.

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On March 27, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Palm Ranch, Inc./Rolf Bergmann
2521 CR 415A
Sanford, FL 32771

Project Name: Rivercrest PUD

Requested Development Approval:

Small Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

This is a certified copy of the original

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06780 Pgs 0701 - 707; (7pgs)
CLERK'S # 2007113599
RECORDED 06/03/2007 02:49:11 PM
RECORDING FEES 61.00
RECORDED BY G Harford

Prepared by:
Tina Williamson, Assistant Planning Manager
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
b. The maximum density shall not exceed 3.9 dwelling units per net buildable acre, up to a maximum of 33 dwelling units.
c. The maximum building height shall be two stories, not to exceed 35'.
d. The minimum lot size for detached dwellings shall be 6,000 square feet. The minimum lot size for townhomes shall be 2,250 square feet.
e. Permitted uses shall be townhomes, single-family detached dwellings, customary accessory structures, home offices, home occupations and customary recreational facilities for the use of the residents.
f. All landscape buffers and common areas shall be maintained by a homeowners association.
g. The development shall provide a pedestrian circulation system giving access to all portions of the development, as well as connecting to existing sidewalks outside the development.
h. A minimum of 25% useable open space shall be provided for the entire PUD. The location of and the amenities associated with the open space shall be provided at the time of Final Master Plan.
i. Garages shall not be converted to living space.
j. No outdoor storage of boats or RVs is allowed.
k. The internal lot setbacks (principal and accessory structures) shall be determined at the time of Final Master Plan.
l. Subdivision plats establishing residential lots within the limits of the subject property shall include a note (font size twelve point or larger) stating the following:

> ***This property is located in proximity to an airport noise zone. The properties delineated on this plat are subject to aircraft noise that may be objectionable.***

m. The sale of each residential lot shall include a deed containing the following language in bold type face:

NOTICE OF AIRPORT NOISE
This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.

In addition, the developer shall execute an avigation easement, in a form provided by the County Attorney's Office, which shall be recorded prior to platting. The avigation easement shall apply to all property upon which any residential use is to be constructed.

n. The following setback and buffer standards shall apply to the external property boundary of the entire PUD:

1. West Property Line (adjacent to SR 415): Minimum 40' natural buffer in a separate tract. The retention pond is allowed to encroach a maximum of 20' into the buffer.
2. North Property Line (adjacent to floodplain/wetland): 25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.
3. East property line (adjacent to floodplain/wetland): 25' building setback from post development floodplain/wetlands and a 15' natural buffer in a separate tract.
4. South Property Line: 50' building setback and a 25' buffer in compliance with Section 30.1232 of the Seminole County Land Development Code Active/Passive buffer setback design standards.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

This Document is a Certified Copy

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: Carlton Henley
Carlton D. Henley
Chairman, Board of County Commissioners

This is not a certified copy

OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, Palm Ranch, Inc. and Rolf Bergmann, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Rolf Bergmann, as Registered agent for Palm Ranch, Inc. and Rolf Bergmann, Individually as owner

Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rolf Bergman who is personally known to me or who has produced PERSONALLY KNOWN as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23RD day of July, 2007.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

WILLIAM GLEN MAKI
MY COMMISSION # DD488674
EXPIRES: Nov. 7, 2009
(407) 366-0183 Florida Notary Service, Inc.

EXHIBIT A

DESCRIPTION

LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 34-19-31 AND THE EAST RIGHT OF WAY LINE STATE ROAD 415; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°35'26" WEST, A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH 00°35'26" WEST, A DISTANCE OF 636.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 07°10'37" AND A CHORD DISTANCE OF 232.82 FEET WHICH BEARS NORTH 02°59'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 232.97 FEET; THENCE SOUTH 83°24'49" EAST, A DISTANCE OF 225.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,834.86 FEET, A CENTRAL ANGLE OF 07°11'24" AND A CHORD DISTANCE OF 230.10 FEET WHICH BEARS NORTH 10°10'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 230.25 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE NORTH 89°24'34" EAST, A DISTANCE OF 157.07 FEET; THENCE SOUTH 00°35'26" EAST, A DISTANCE OF 264.00 FEET TO A POINT ON THE 100 YEAR FLOOD PLANE LINE (ELEVATION=9.7'); THENCE ALONG SAID 100 YEAR FLOOD PLANE LINE THE FOLLOWING TWELVE COURSES AND DISTANCES: SOUTH 47°33'25" EAST, A DISTANCE OF 146.26 FEET; THENCE SOUTH 39°16'15" EAST, A DISTANCE OF 51.88 FEET; THENCE SOUTH 26°11'42" EAST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 54°45'21" EAST, A DISTANCE OF 36.69 FEET; THENCE SOUTH 24°30'39" EAST, A DISTANCE OF 61.76 FEET; THENCE SOUTH 40°48'25" EAST, A DISTANCE OF 17.13 FEET; THENCE SOUTH 18°54'54" EAST, A DISTANCE OF 60.11 FEET; THENCE SOUTH 02°32'45" EAST, A DISTANCE OF 173.12 FEET; THENCE SOUTH 19°47'08" EAST, A DISTANCE OF 105.76 FEET; THENCE SOUTH 09°53'19" EAST, A DISTANCE OF 132.13 FEET; THENCE SOUTH 43°55'45" EAST, A DISTANCE OF 122.29 FEET; THENCE SOUTH 54°05'27" EAST, A DISTANCE OF 29.99 FEET; THENCE DEPARTING SAID 100 YEAR FLOOD PLANE LINE SOUTH 89°24'34" WEST, A DISTANCE OF 647.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.99 ACRES (435,029 SQUARE FEET), MORE OR LESS.

Unofficial Copy

EXHIBIT B

This is not a certified copy

LEGAL DESCRIPTION

A PORTION OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION [illegible] WEST, A DISTANCE OF [illegible] FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES AND DISTANCES: NORTH [illegible] WEST, A DISTANCE OF [illegible] FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF [illegible] FEET, A CENTRAL ANGLE OF [illegible] AND A CHORD DISTANCE OF [illegible] FEET WHICH BEARS NORTH [illegible] EAST. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET TO A POINT OF CURVATURE OF A CONCAVE EASTERLY CURVE HAVING A RADIUS OF [illegible] FEET, A CENTRAL ANGLE OF [illegible] AND A CHORD DISTANCE OF [illegible] FEET WHICH BEARS NORTH [illegible] EAST. THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF [illegible] FEET. THENCE CONTINUE SAID EASTERLY RIGHT OF WAY LINE NORTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE BELONGING TO FL. THENCE ALONG SAID 100 YEAR FLOOD PLAIN LINE THE FOLLOWING THIRTEEN COURSES AND DISTANCES: SOUTH [illegible] WEST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET. THENCE SOUTH [illegible] EAST, A DISTANCE OF [illegible] FEET TO THE POINT OF [illegible]

CONTAINING [illegible] ACRES (HIGHER [illegible] FEET) MORE OR LESS

Notes:

1. The site will be developed in one phase
2. All units will be sold fee simple. Deed restrictions will be addressed during the review of the final master plan.
3. All common areas, recreation facilities, and buffers will be owned and maintained by a homeowner's association.
4. The development will be gated and the roadways will be private. The homeowners association will provide ownership and maintenance for the project. All appropriate easements will be granted to Seminole County for Fire, Police, trash collection and other entities that may need access in this project.
5. Water and sewer service will be provided by the city of Sanford. A conceptual master utility plan will be submitted with the Final Master plan.
6. The 100 year flood plan does not encumber the property.
7. Topography shown on the plan is based upon USGS maps.
8. Soil delineation's shown on the plan are based upon Dr. SCS maps.
9. This property is located in proximity to an airport noise zone. The properties delineated on this project are subject to aircraft noise that maybe objectionable.
10. The sale of each residential lot shall include a deed contai / ng the following language in bold type face:
    NOTICE OF AIRPORT NOISE
    This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.
11. A 40' natural buffer will be maintained along S.R. 415. Retention ponds may encroach into 50 % of the buffer.

Owner
Rolf and Brigitte Bergmann
2521 County Road 415A
Sanford FL 32771

Owner
Palm Ranch Inc
2521 County Road 415A
Sanford FL 32771

Planner / Landscape Architect
Daly Design Group, Inc.
606 Courtland Street
Suite 202
Orlando FL 32789
Ph. 407-740-7272
Contact: Mr. Tom Daly
Mr. Bill Mahl

Developer
Orlando RE Partners, LLC
420 Anson Lane
Suite 102
Orlando FL 32814
Contact: Mr. Brad Courtney

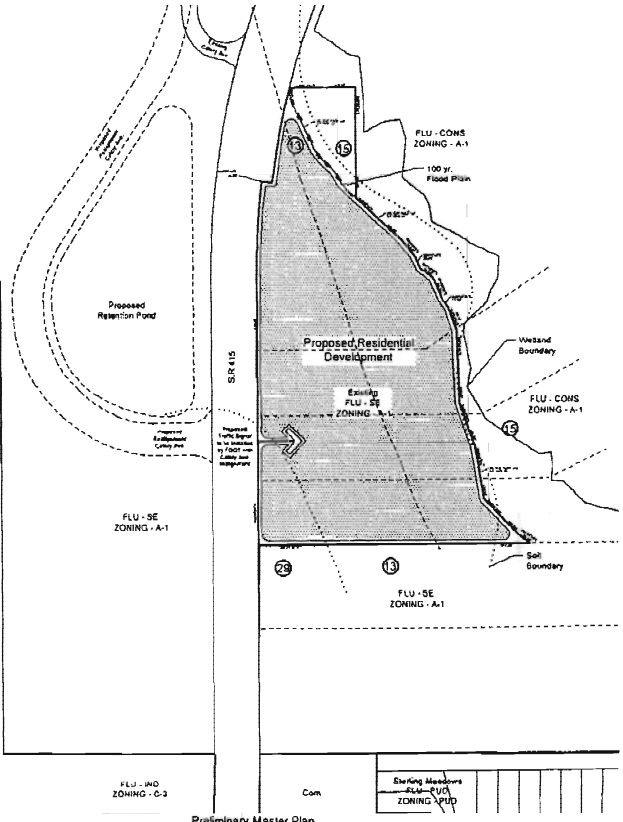
Surveyor
ASM Surveyors
5030 W Orlando Ave.
Suite B
Winter Park, FL 32789
Ph. (407) 436-7878
Contact: Mr. Brett Moskowitz

Engineer
Madden Engineering
431 S. Maitland Ave., Suite 290
Maitland, FL 32751
Ph. 407-628-8330
Contact: Mr David Glunt

Preliminary Master Plan
daly design group inc.
Land Planning • Landscape Architecture • Project Management

606 Courtland Street, suite 202 Orlando, Florida 32804
Phone 407 740 7272 • Fax 407 740 7653 • www.dalydesign.com

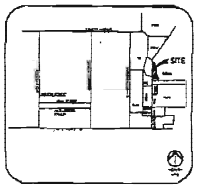
Job No: 2604 • Scale 1" = 100' • Date: July 2006



Preliminary Master Plan

Revisions

1 11.09.06 Revised per County Comments dated 08.14.2006 11.30.06



Location Map

Site Data

Parcel I.D.
34-19-31-300-0080-0000
34-19-31-300-0053-0000
34-19-31-300-0052-0000
34-19-31-300-0080-0000
34-19-31-300-008A-0000

Total land area	9.90 ac
Floodplain	0.38 ac
Potential Roadway	1.02 ac
Net Developable Acres	8.38 ac
Total Units	30
Proposed Density	3.6 du/net
Existing FLU	SE
Existing Zoning	A-1
Proposed FLU	IN/E
Proposed Zoning	PUD
Required Openspace (25%)	2.48 ac
Max Building Height	35'
Single Family	
Min. Lot size	50'x120'
Townhome	
Min. Lot Size	25'x90'
Building Setbacks From Property Lines	
415 R/W (pavement side)	40'
Along South Property line (across lake)	50'
Utility Usage	
Water Usage (300 GPD)	11,500 GPD
SANITARY Sewer Usage (300 GPD)	9,900 GPD
Projected Trips (5.35/day)	180 ADT.

Property Appraiser ID Number
34-19-31-300-0080-0000
34-19-31-300-0053-0000
34-19-31-300-0052-0000
34-19-31-300-0080-0000
34-19-31-300-008E-0000

Seminole County
Approved for Construction

This approval is subject to specific conditions as the Seminole County Land Development Code and any toward requirements of the Board of County Commissioners. It shall be the responsibility of the developer to correct any deficiencies and plans of the facility in compliance with results of a field review. EXTENSIONS OF REQUIREMENTS, ADJUSTMENTS AND/OR of the development plans does not constitute a waiver of any code requirements nor does it relieve the developer of responsibilities that might require waivers. This approval expires 2 years for a period of one year from the date below.

Authorized

Seminole County Development Review Coordinator

Date

Soils Legend

(13) EauGalle and Myakka fine sands.
(15) Felda and Manatee mucky fine sands, depressional
(29) St. Johns and EauGalle fine sands

2604

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION

WEDNESDAY, JANUARY 9, 2008

Commission members present: Ben Tucker, Melanie Chase, Dudley Bates, Walt Eismann, and Kim Day.

Commission members absent: Rob Wolf, Matthew Brown

Also present: Dori DeBord, Director of Planning and Development; Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

River's Edge Preserve PUD Major Amendment; **Tom Daly / Daly Design Group, applicant**; 9.9± acres; Major Amendment to PUD (Planned Unit Development); located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415. (Z2007-77)

Commissioner Carey - District 5
Austin Watkins, Senior Planner

Austin Watkins presented the application for a PUD major amendment. The River's Edge PUD was approved in March of 2007 with an overall density of 3.9 dwelling units per net buildable acre, or a maximum number of dwelling units of 33. At this time the applicant is requesting an addition access point off of SR 415 to allow for an existing driveway which services an existing single-family house that will stay after the development has been completed. The original access point was not shown on the plan that was approved by the BCC in March of 2007. Additionally, the applicant is requesting some amendments to the approved buffering and setback standards that were approved. The setbacks and buffers were done for a townhome development. At this point, the applicant is seeking to develop single-family dwellings.

Buffers and setback will be: To the West: Minimum 40-foot planted buffer in a separate tract. Plantings will be consistent with FPL planting standards and there shall be at least 6 sub-canopy trees and 10 shrubs every 100 feet. The retention pond is allowed to encroach a maximum of 20' into the buffer. (townhome and single-family) To the North: 25-foot building setback from post development floodplain/wetland and a planted environmental drainage swale within a 15-foot easement. (single-family) To the East: 25-foot building setback from post development floodplain/wetland and a planted environmental drainage swale

within a 15-foot easement. (single-family) To the South: no buffer required (single family)

Staff recommendation is for approval of the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for 9.99 ± acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415.

Tom Daly stated that originally a townhome development was planned. The density changed with a single-family development of 33 lots. Buffering standards are to be changed. There is an existing single-family home with entry by a dirt driveway which will remain within the subdivision. He will soon follow with a submittal of a Preliminary Subdivision Plan.

Commissioner Eismann made a motion to recommend approval for the requested Major Amendment to the River's Edge Preserve PUD, Revised and Restated Development Order and Revised Preliminary Master Plan, for 9.99 ± acres, located on the east side of SR 415, approximately 1 mile north of the intersection of SR 46 and SR 415.

Commissioner Bates seconded the motion.

The motion passed 5 – 0.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- 2170001 2

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: ROLF BERGMANN
Address: 2521 County Road 415A
Phone #: 407 328 8255

Name:
Address:
Phone #:

Name:
Address:
Phone #:

Name:
Address:
Phone #:

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: PALM RANCH, INC.
Officers: ROLF BERGMANN
Address: 2521 SR 415 SANFORD, FL. 32771
Directors: ROLF BERGMANN
Address: 2521 SR 415 SANFORD, FL. 32771
Shareholders: ROLF BERGMANN
Address: 2521 SR 415 SANFORD, FL. 32771

Name of Corporation:
Officers:
Address:
Directors:
Address:
Shareholders:
Address:

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: N/A
Trustees:
Address:

Beneficiaries:
Address:

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: N/A Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____
(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: Contract Vendee:
Name: N/A Name: _____
Address: _____ Address: _____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

DEC. 29, '07
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this 29 day of December, 2007 by _____.

Signature of Notary Public

ALEXANDER LESNIEWSKI
Print, Type or Stamp Name of Notary Public

ALEXANDER R. LESNIEWSKI
MY COMMISSION #DD430174
EXPIRES: MAY 16, 2009
Bonded through 1st State Insurance

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date: _____ Application Number: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sabrina O'Bryan **EXT:** 7224

MOTION/RECOMMENDATION:
Staff will provide an update of legislative program and activities.

County-wide Susan Dietrich, Sabrina O'Bryan

BACKGROUND:
Staff will provide an update of legislative program and activities.

Additionally Reviewed By:
No additional reviews