

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement for Sale and Purchase – Northland Church

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** Kathleen J. Myer, P.E. **EXT.** 5664
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

Agenda Date <u>03/22/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Agreement for Sale and Purchase with Northland Church for the acquisition of property, both fee simple and temporary construction easements and the construction of three left turn lanes on the County's Lake Drive roadway improvement project at Legacy Park in Casselberry. This roadway project extends between Seminola Boulevard and Tuskawilla Road.

District 1 – Commissioner Dallari (Kathleen J. Myer, P.E.)
District 2 – Commissioner Morris

BACKGROUND:

As part of the 4-laning of Lake Drive, the roadway will be realigned through the former dog track property. In March 2002, the County purchased the right-of-way from Northland Church for the realignment. Due to minor changes at a proposed intersection, additional right-of-way and temporary construction easements are now needed. This agreement provides for the acquisition of 7,341 square feet of fee simple parcels and 44,331 square feet of temporary construction easements. The existing agreement with Northland Church requires a payment to Northland Church who in turn will pay their consultant's fees to design and prepare modified construction details for three (3) proposed left turn lanes (\$14,454.43) at Stations 559+00, 570+00, and 578+20. These requirements are based on the County's updated review of turn lane storage requirements and intersection geometry. In addition, County staff has previously committed to minor construction changes for these lanes in the Lake Drive construction contract to avoid needless roadway reconstruction in the future (this cost is estimated to be \$15,000). This action does not affect the on-going lawsuit with the property owner adjacent to the church.

Attachments: Location Map / Agreement

Reviewed by:	<u><i>SA</i></u>
Co Atty:	<u><i>SA</i></u>
DFS:	_____
Other:	_____
DCM:	<u><i>SA</i></u>
CM:	<u><i>SA</i></u>
File No.	CPWE03



Lake Drive Project Area

AGREEMENT FOR SALE AND PURCHASE

NORTHLAND COMMUNITY CHURCH, INC., a Florida not for profit corporation, hereinafter called Seller, or its assigns, and **SEMINOLE COUNTY**, a political subdivision of Florida, hereinafter called Buyer, agree that Seller shall sell and Buyer shall buy the following property upon the terms and conditions hereinafter set forth.

1. **PROPERTY:** The legal descriptions of the property and the temporary construction easement (TCE) to be acquired by Buyer are attached hereto as Exhibits "A" and "B" The property to be acquired in fee simple and the TCE are hereafter referred to collectively as the Property.

2. **CONSIDERATION FOR THE TRANSFER:** The consideration for the transfer of the Property from Seller to Buyer is: (a) Buyer's agreement to include in the construction of the Lake Drive roadway project the design changes contemplated by the attached composite Exhibit "C" (the "Design Changes"), and (b) Buyer's payment to Seller in the amount of fourteen thousand four hundred fifty four dollars and forty three cents (\$14,454.43), the amount of the consultant's fee to prepare the construction plans reflecting the Design Changes.

3. **PAYMENT:** Payment of the amount specified in subsection 2(b) above shall be made to Seller no later than ten (10) days after approval of this Agreement by the Board of County Commissioners.

4. **DESIGN AND CONSTRUCTION PLANS:** Seller shall procure the professional services necessary to prepare and deliver the construction plans containing the Design Changes to Buyer. Buyer may, upon review, require such changes in the construction plans as may be necessary to include them in the bid documents for the project or a change order to the awarded contract, as the case may be. Seller's failure to deliver the construction plans to Buyer within three (3) months after the issuance of a Notice to Proceed by Seller to the construction contractor for the Lake Drive roadway project shall relieve Buyer from the obligation to include the Design Changes in the construction of the project as described in subsection 2(a) above, however, such failure shall not entitle Seller to receive any addition consideration from Buyer and shall not be grounds for rescision of the conveyance of the Property to Buyer.

5. **DATE OF AGREEMENT:** The date of this Agreement shall be the date when the last party has signed this Agreement and initialed any corrections.

6. **CLOSING AND POSSESSION:** Unless extended by written agreement of the parties or other provisions of this Agreement, Seller shall convey the Property to

Buyer within thirty (30) days after the date of this Agreement, free and clear of all liens and encumbrances.

7. **TITLE TO THE PROPERTY:** Buyer may obtain, at Buyer's expense, an ALTA Form B Marketability title insurance commitment with fee owner's title policy for the Property. If the commitment shows Seller's title is other than good, marketable and insurable, then Buyer shall, no later than fifteen (15) days before the Closing Date, notify Seller in writing specifying any defect. Seller shall have five (5) days from receipt of notice within which to (A) remove or commence removal of said defect(s) or (B) elect not to take any corrective action. Should Seller not take any corrective action or be unsuccessful in removing the title defects within a reasonable time, Buyer shall have the option of either (1) accepting the title as it then is, or (2) filing a condemnation suit to clear title defects or (3) canceling this Agreement which shall release the parties of all further obligations under this Agreement. Seller shall furnish to Buyer at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of liens or potential lienors known to Seller and further attesting that there have been no improvements to the Property for 90 days immediately preceding the Closing Date. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to a lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

8. **INSTRUMENTS:** The property to be acquired in fee simple shall be conveyed to Buyer by general warranty deed which, in addition to all common law covenants, shall include the covenant of further assurances. The TCE shall be conveyed upon standard easement form used by Buyer for similar easements on other projects. All conveyances shall be subject to conditions, restrictions, reservations and limitations of record and applicable zoning ordinances.

9. **THREAT OF CONDEMNATION:** This transaction is occurring under threat of condemnation pursuant to the eminent domain laws of the State of Florida. Accordingly, the parties believe that there are no documentary stamps due on the deed as determined by *Florida Department of Revenue v. Orange County*, 620 So.2d 991 (Fla. 1993).

10. **EXPENSES:** Buyer shall pay at Closing all costs associated with the real property portion of this transaction including, but not limited to title insurance, recording costs, Buyer's survey, and Buyer's appraisal, if any. Buyer shall not be responsible for the fees of any of Seller's engineers, attorneys, appraisers or other consultants.

11. **CONDITION OF PROPERTY:** Seller has not made any representations regarding the condition of the Property. Buyer acknowledges that it is accepting conveyance of the Property in its present "as is" condition and has not relied upon any

representations of Seller. The Buyer has accomplished, to its satisfaction, such environmental audits and studies as it has determined to be necessary to make the offer of compensation set forth herein and to accept the rights and responsibilities as set forth herein. Buyer assumes the responsibility for any environmental contamination caused by Buyer.

12. **LEASES:** Seller represents and Buyer acknowledges that no third party has any leasehold rights or interests in the Property to be conveyed to Buyer.

13. **FAILURE OF PERFORMANCE:** If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, the Buyer may seek specific performance of this Agreement or file a condemnation action in order to secure the Property required to construct the Lake Drive Project. If Buyer fails to close, Seller shall have no further obligations under this Agreement to the Buyer and the Buyer shall retain no rights arising out of this Agreement. In the event Buyer elects to file a condemnation action under this paragraph or paragraph 5, then this Agreement shall survive the filing of any such action by Buyer and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters. Seller agrees that, in accordance with any request made by Buyer as part of such condemnation proceedings, Seller shall execute any and all instruments, pleadings, documents or other required documents reflecting the full settlement as set forth herein. Seller agrees not to oppose Buyer's condemnation proceedings in any way. Seller may, however, assert its rights against other claimants in apportionment proceedings.

14. **ATTORNEY FEES AND COSTS:** In connection with any litigation, including appeals, arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

15. **TYPEWRITTEN, WRITTEN AND OTHER AGREEMENTS:** There are no agreements, promises, or understandings between these parties except as specifically set forth herein. No alterations or changes shall be made to this Agreement except those in writing, initialed and dated by all parties. Typed or written provisions inserted in this Agreement shall control all printed provisions in conflict.

16. **REAL ESTATE BROKERS:** Buyer and Seller each covenant that there are no real estate brokers or agents involved in this transaction and that there are no commissions due to any real estate broker or agent as a result of this transaction. Each party agrees to defend and be responsible for any claims for real estate commissions made by a broker or agent through that party.

17. **SURVIVAL:** The covenants, commitments and obligations of the Buyer set forth herein shall survive closing said provisions being a material part of the consideration to the Seller and provisions upon which the Seller has relied.

NORTHLAND COMMUNITY CHURCH, INC.

Daube Amosine / ELDER
By:

WITNESSES:

[Signature]

EDWARD AOST
(Print Name)

[Signature]

GREGG KANNON
(Print Name)

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daube Amosine, the Elder of NORTHLAND COMMUNITY CHURCH, INC., who is duly authorized to execute the foregoing on behalf of the corporation and who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

58th WITNESS my hand and official seal in the County and State last aforesaid this day of February A. D. 2005.

Sara R. Masters
Notary Public; State of Florida

(Affix Notarial Seal)

SARA R. MASTERS
Printed Name

SARA R. MASTERS
Notary Public, State of Florida
My Comm. Expires Sept. 11, 2007
Comm. No. DD 249214

BUYER:

SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE, Chairman
Clerk to the Board of County
Commissioners of Seminole County

By: _____
Carlton D. Henley, Chairman

Date: _____

For the use and reliance of Seminole
County only.

As authorized for execution by the Board
of County Commissioners at their regular
meeting on _____, 2005.

Approved as to form and legal
sufficiency.

County Attorney

SPL
02/23/05
::ODMA\PCDOCS\LDDOCS01\815023\4

Exhibit "A"

RIGHT OF WAY FEE SIMPLE

PROJECT: Lake Drive

CONSULTANT: Lochrane Engineering, Inc.

A part of that parcel of land described in Official Record Book 944, page 896 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D. R. Mitchell's Survey of the Levy Grant on Lake Jessup, according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, said Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run $S84^{\circ}34'35''E$ along the Northerly line of said plat a distance of 210.43 feet to the point of intersection of said Northerly line and the Survey Baseline for Lake Drive as shown on the Right of Way Map (County Project No. PS-331, Sheets 8 thru 11); thence departing said Northerly plat line run $N32^{\circ}45'27''W$ along said Survey Baseline a distance of 1434.83 feet; thence departing said Survey Baseline run $N57^{\circ}14'33''E$ perpendicular to said Survey Baseline a distance of 51.00 feet for a Point of Beginning, said point being the Point of Curvature of a curve concave Southwesterly having a radius of 1335.00 feet and a chord bearing of $N37^{\circ}39'51''W$; thence run Northwesterly along the arc of said curve through a central angle of $09^{\circ}48'47''$ a distance of 228.64 feet to the point of cusp with a curve concave Southwesterly, having a radius of 1847.61 feet and a chord bearing of $S38^{\circ}31'42''E$; thence run Southeasterly along the arc of said curve through a central angle of $08^{\circ}05'05''$ a distance of 260.70 feet to the Northerly line of a 66-ft. wide right of way described in Official Records Book 1799, Page 1902 of the Public Records of Seminole County, Florida; thence departing said curve run $N57^{\circ}59'22''W$ along said Northerly line a distance of 15.64 feet to a point lying 51.00 feet Northeasterly of when measured at right angles to the aforesaid Survey Baseline of Lake Drive; thence departing said Northerly line run $N32^{\circ}45'27''W$ parallel to said Survey Baseline a distance of 17.51 feet to the Point of Beginning.

Containing 560 square feet, more or less.

The sketch for this description is shown on a separate drawing entitled "Lake Drive - Additional R/W and T.C.E. on the Stanley D. Kupiszewski, Jr. Property", and is based on information shown on sheets 2 and 8 through 11 of the Right of Way Maps for Lake Drive.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards as set forth in Chapter 61G17-6 Florida Administrative Code.

Michael J. Cavallere

9-23-03

Michael J. Cavallere

DATE

Florida Registered Surveyor and Mapper No. 3701

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Lochrane Engineering, Inc.
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3317

Exhibit "A"

RIGHT OF WAY FEE SIMPLE

PROJECT: Lake Drive

CONSULTANT: Lochrane Engineering, Inc.

A part of that parcel of land described in Official Record Book 1799, page 1944 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D. R. Mitchell's Survey of the Levy Grant on Lake Jessup, according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, said Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run S84°34'35"E along the Northerly line of said plat a distance of 210.43 feet to the point of intersection of said Northerly line and the Survey Baseline for Lake Drive as shown on the Right of Way Map (County Project No. PS-331, Sheets 8 thru 11); thence, departing said Northerly plat line run N32°45'27"W, along said Survey Baseline a distance of 401.75 feet; thence departing said Survey Baseline run N57°14'33"E perpendicular to said Survey Baseline a distance of 51.00 feet for a Point of Beginning; thence run N32°45'27"W parallel to said Survey Baseline a distance of 1015.58 feet to a point on the Northerly line of a 66-ft. wide right of way described in Official Records Book 1799, Page 1902 of the Public Records of Seminole County, Florida; thence run S57°59'22"E along said Northerly line a distance of 15.62 feet to a point on a curve concave Southwesterly having a radius of 1847.61 feet and a chord bearing of S33°37'19"E; thence run Southeasterly along the arc of said curve through a central angle of 01°43'42" a distance of 55.74 feet to the Point of Tangency; thence run S32°45'27"E parallel to the aforesaid Survey Baseline a distance of 742.72 feet; thence run S30°38'30"E a distance of 203.14 to the Point of Beginning.

Containing 6781 square feet, more or less.

The sketch for this description is shown on a separate drawing entitled "Lake Drive - Additional R/W and T.C.E. on the Seminole Racing, Inc. Property", and is based on information shown on sheets 2 and 8 through 11 of the Right of Way Maps for Lake Drive.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards as set forth in Chapter 61G17-6 Florida Administrative Code.

Michael J. Cavaliere
Michael J. Cavaliere

9-23-03
DATE

Florida Registered Surveyor and Mapper No. 3701

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER -|

Lochrane Engineering, Inc.
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3317

Exhibit "B"

TEMPORARY CONSTRUCTION EASEMENT**PROJECT:** Lake Drive**CONSULTANT:** Lochrane Engineering, Inc.

A part of that parcel of land described in Official Record Book 944, page 896 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D. R. Mitchell's Survey of the Levy Grant on Lake Jessup, according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, said Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run S84°34'35"E along the Northerly line of said plat a distance of 210.43 feet to the point of intersection of said Northerly line and the Survey Baseline for Lake Drive as shown on the Right of Way Map (County Project No. PS-331, Sheets 8 thru 11); thence departing said Northerly plat line run N32°45'27"W along said Survey Baseline a distance of 1434.83 feet; thence departing said Survey Baseline run N57°14'33"E perpendicular to said Survey Baseline a distance of 51.00 feet to the beginning of a curve concave Southwesterly having a radius of 1335.00 feet and a chord bearing of N37°39'51"W; thence from a tangent bearing of N32°45'27"W run Northwesterly along the arc of said curve through a central angle of 09°48'47" a distance of 228.64 feet for a Point of Beginning; thence continue Northwesterly along the arc of said curve through a central angle of 16°46'46" a distance of 390.97 feet to the end of said curve; thence run N30°39'00"E a distance of 8.00 feet to the beginning of a curve concentric with the previous curve and concave Southwesterly, having a radius of 1343.00 feet and chord bearing of N60°24'38"W; thence run Northwesterly along the arc of said curve through a central angle of 02°07'16" a distance of 49.72 feet; thence departing said curve run N28°31'44"E a distance of 13.00 feet to the beginning of a curve concentric with the previous curve and concave Southwesterly, having a radius of 1356.00 feet and a chord bearing of S52°01'15"E; thence run Southeasterly along the arc of said curve through a central angle of 18°54'02" a distance of 447.31 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 1868.61 feet and a chord bearing of S37°48'31"E; thence run Southeasterly along the arc of said curve through a central angle of 09°31'26" a distance of 310.61 feet to the Northerly line of a 66-foot wide right of way described in Official Records Book 1799, Page 1902 of the Public Records of Seminole County, Florida, and shown on the aforesaid Right of Way Map for Lake Drive; thence departing said curve run N57°59'22"W along said Northerly line a distance of 51.18 feet to a point on a curve concentric with the previous curve and concave Southwesterly, having a radius of 1847.61 feet and a chord bearing of N38°31'42"W; thence departing said Northerly line run Northwesterly along the arc of said curve through a central angle of 08°05'05" a distance of 260.70 feet the Point of Beginning.

Containing 14,928 square feet, more or less.

The sketch for this description is shown on a separate drawing entitled "Lake Drive - Additional R/W and T.C.E. on the Stanley D. Kupiszewski, Jr. Property", and is based on information shown on sheets 2 and 8 through 11 of the Right of Way Maps for Lake Drive.

Exhibit "B"

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: Lake Drive

CONSULTANT: Lochrane Engineering, Inc.

TEMPORARY CONSTRUCTION EASEMENT NO.: 755

TAX I.D. NO.: 26-20-30-5AR-0D00-1450

CONSULTANT: Lochrane Engineering, Inc.

A part of that parcel of land described in Official Record Book 1799, page 1944 as recorded in the Public Records of Seminole County, Florida, being that portion of Section 10, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Southwest corner of Lot 148, Block "D", D. R. Mitchell's Survey of the Levy Grant on Lake Jessup, according to the Plat thereof, as recorded in Plat Book 1, page 5, Public Records of Seminole County, Florida, said Southwest corner being on the North line of A Replat Of A Part Of Lots 1 And 2 Watts' Farms, according to the plat thereof, as recorded in Plat Book 15, page 22, Public Records of Seminole County, Florida; thence run $S84^{\circ}34'35''E$ along the Northerly line of said plat a distance of 210.43 feet to the point of intersection of said Northerly line and the Survey Baseline for Lake Drive as shown on the Right of Way Map (County Project No. PS-331, Sheets 8 thru 11); thence departing said Northerly plat line run $N32^{\circ}45'27''W$ along said Survey Baseline a distance of 401.75 feet; thence departing said Survey Baseline run $N57^{\circ}14'33''E$ perpendicular to said Survey Baseline a distance of 51.00 feet for a Point of Beginning; thence run $S32^{\circ}45'27''E$ parallel to said Survey Baseline a distance of 422.00 feet; thence run $N57^{\circ}14'33''E$ a distance of 21.00 feet; thence run $N32^{\circ}45'27''W$ parallel to said Survey Baseline a distance of 421.61 feet; thence run $N30^{\circ}38'30''W$ a distance of 203.14 feet; thence run $N32^{\circ}45'27''W$ parallel to said Survey Baseline a distance of 743.11 feet to the Point of Curvature of a curve concave Southwesterly having a radius of 1868.61 feet and a chord bearing of $N32^{\circ}54'09''W$; thence run Northwesterly along the arc of said curve through a central angle of $00^{\circ}17'21''$ a distance of 9.43 feet to a point on the Northerly line of that certain 66-foot wide right of way described in Official Records Book 1799, page 1902 of the Public Records of Seminole County, Florida, and shown on the aforesaid Right of Way Map for Lake Drive; thence departing said curve run $N57^{\circ}59'52''W$ along said North line a distance of 51.18 feet to a point on a curve concave Southwesterly having a radius of 1847.61 feet and a chord bearing of $S33^{\circ}37'19''E$, said point lying 58.50 feet Northeasterly of when measured at right angles to the aforesaid Survey Baseline; thence departing said North line run Southeasterly along the arc of said curve and parallel to said Survey Baseline through a central angle of $01^{\circ}43'42''$ a distance of 55.74 feet to the Point of Tangency; thence run $S32^{\circ}45'27''E$ tangent to said curve and parallel to said Survey Baseline a distance of 742.72 feet; thence run $S30^{\circ}38'30''E$ a distance of 203.14 feet to the Point of Beginning.

Containing 0.675 acres, more or less.

The sketch for this description is shown on a separate drawing entitled "Lake Drive - Additional R/W and T.C.E. on the Seminole Racing, Inc. Property", and is based on information shown on sheets 2 and 8 through 11 of the Right of Way Maps for Lake Drive.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards as set forth in Chapter 61G17-6 Florida Administrative Code.



8/24/04
DATE

Michael J. Cavallere

Florida Registered Surveyor and Mapper No. 3701

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER -

Lochrane Engineering, Inc.
201 South Bumby Avenue
Orlando, Florida 32803
407-896-3317

Exhibit "C"

ENGINEERING SERVICES
SCOPE OF WORK
LOCHRANE ENGINEERING

PLAN MODIFICATIONS PURSUANT TO
LETTER DATED JUNE 11, 2003
"LAKE DRIVE EXTENSION – NOTHLAND/CENTEX LEGACY PARK"
IVEY, HARRIS & WALLS TO SEMINOLE COUNTY

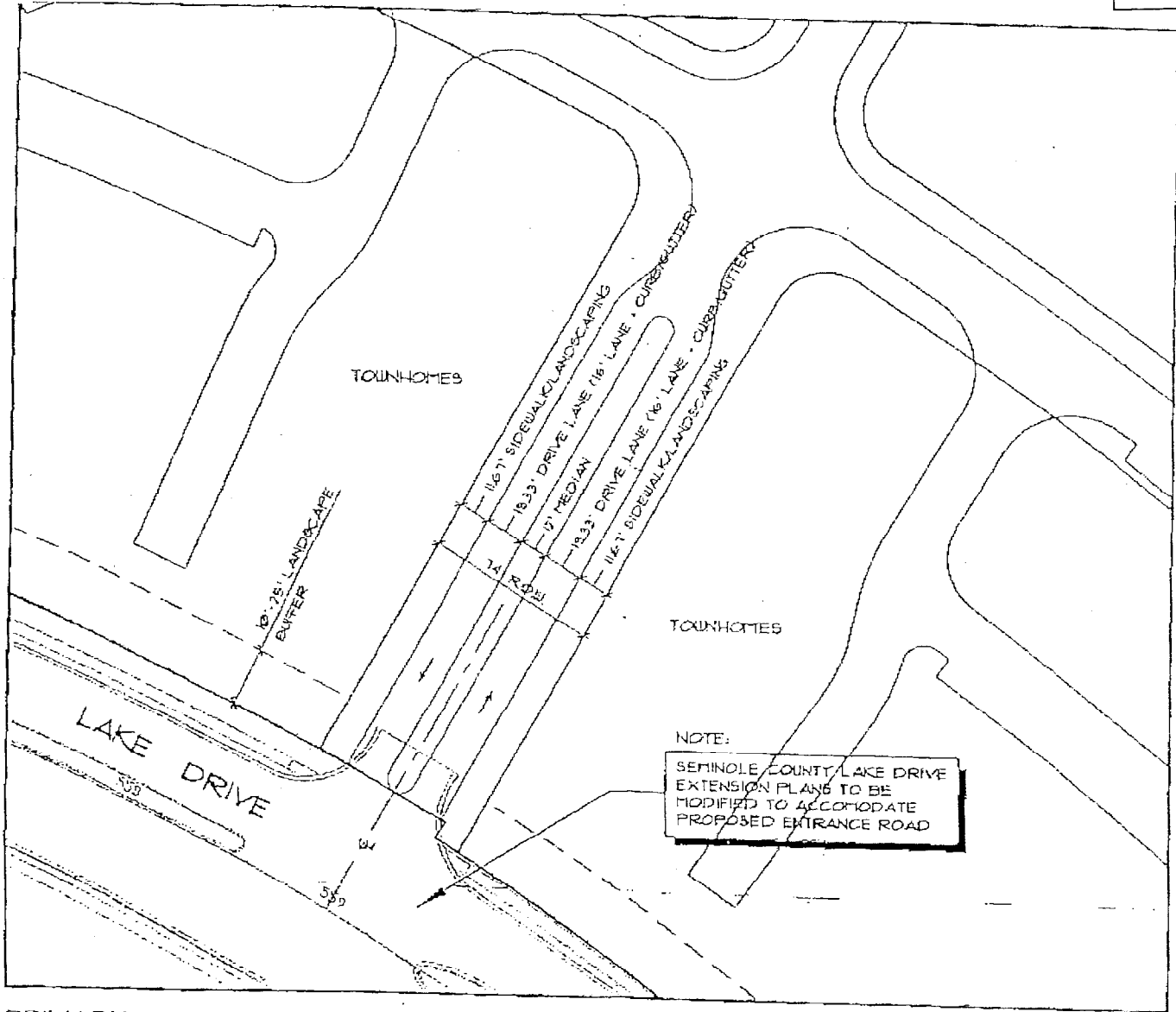
Lake Drive intersection modifications to be incorporated into project roadway plans as indicated in attached sketches.

Left turn lanes need to be a minimum of 285 feet in length. The left turn lane at Sta. 578+20 is to be a minimum of 485 feet.

Incorporate into the roadway plans provisions to allow location of mast arm assemblies at Sta. 570+00 and Sta. 578+20 intersections, when warranted in the future. Plans are to be modified to reflect future location and roadway design plans to be modified so that there are little to no impacts to the completed roadway and intersection appurtenances if mast arms are installed in the future.

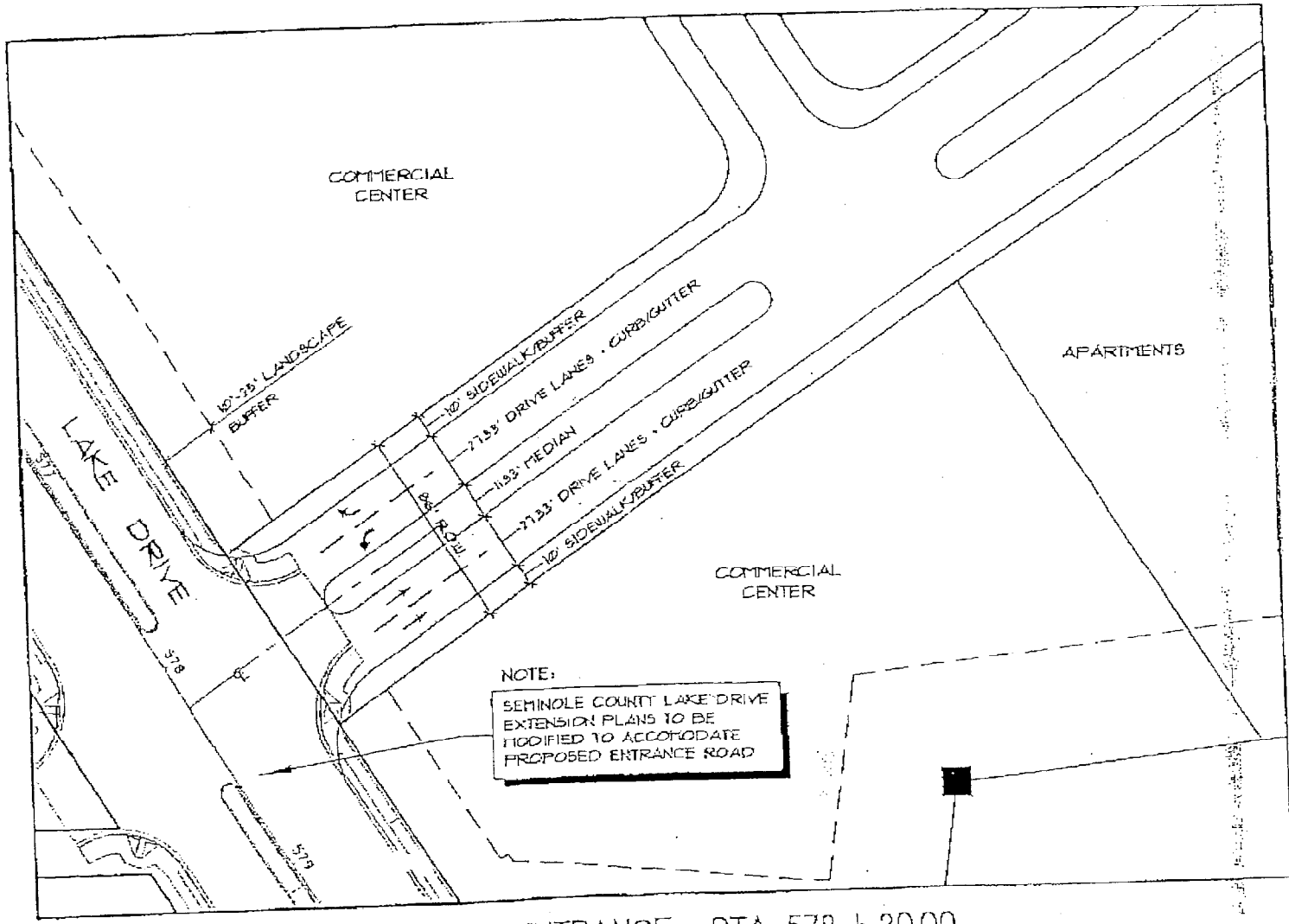
Cost:

Per Lochrane email 10/7/2003, proposed work cost is \$14,454.43.



PRIMARY RESIDENTIAL ENTRANCE - STA. 559 + 00.00

Exhibit "C"



COMMERCIAL CENTER/CHURCH ENTRANCE - STA. 578 + 20.00