

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Joint Infrastructure Agreement  
between Beazer Homes, Inc., and Seminole County

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** JR Ball, P.E. **EXT.** 5669  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer

<b>Agenda Date</b> <u>09-12-06</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION / RECOMMENDATION:**

Approve and authorize the Chairman to execute the Joint Infrastructure Agreement between Beazer Homes, Inc., and Seminole County to facilitate the joint use of a water retention area on property acquired for the Dodd Road Project (Howell Branch Road to Red Bug Lake Road).

District 1 – Commissioner Dallari (Jerry McCollum, P.E.)

**BACKGROUND:**

In connection with the acquisition of property necessary for the construction of Dodd Road, the County acquired a permanent drainage easement over Parcel Number 24-21-30-300-0100-0000 for use as a stormwater management facility (pond).

The stipulated final judgment for Parcel Numbers 147/947, as recorded in Official Record Book 4946 at pages 1139 of the Public Records of Seminole County, specifically grants the underlying fee owner the right to the joint use of this pond, including the right to modify the pond for the future development of the parent parcel.

Accordingly, this item is to provide an agreement for the joint use of this facility and related pond modifications to accommodate development of the parent parcel.

Attachment: Joint Infrastructure Agreement

Reviewed by: <u>8:16-0</u>
Co Atty: <u>A. [Signature]</u>
DFS: _____
Other: _____
DCM: _____
CM: <u>[Signature]</u>
File No. <u>CPWE02</u>

JOINT INFRASTRUCTURE AGREEMENT

THIS JOINT INFRASTRUCTURE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between BEAZER HOMES, INC., a Tennessee for profit corporation, whose local mailing address is 2600 Maitland Center Parkway, Suite 200, Maitland, Florida 32751, hereinafter referred to as "BEAZER", and SEMINOLE COUNTY, 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, BEAZER owns certain property, adjacent to Dodd Road, hereinafter referred to as "Property", identified by the Property Appraiser as Parcel No. 24-21-30-300-0100-0000, the legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the COUNTY owns a permanent drainage easement, hereinafter referred to as "PDE", over a portion of the Property, the legal description of which is attached hereto as Exhibit "B"; and

WHEREAS, the COUNTY has constructed a drainage retention area, hereinafter referred to as "Existing Pond", within the area covered by the PDE; and

WHEREAS, BEAZER desires to develop the Property and desires to create a new joint use drainage retention area, hereinafter referred to as the "New Pond" to provide for new development and the COUNTY's requirements; and

WHEREAS, the COUNTY is willing to relinquish its rights under the PDE to BEAZER if the conditions stated in this Agreement are met; and

WHEREAS, BEAZER is willing to provide the COUNTY with a new drainage easement over the New Pond in accordance with the terms of this Agreement; and

WHEREAS, the provisions of this Agreement serve the public interest and will result in a benefit to BEAZER, the COUNTY and the citizens of Seminole County, Florida.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. **AGREEMENT TO BUILD NEW POND.** Subject to the terms and conditions hereafter expressed, the COUNTY agrees to allow BEAZER to build the New Pond on the Property. Attached hereto as Exhibit "C" is the legal description of the proposed New Pond located upon the Property. The COUNTY's approval of this Agreement does not constitute a regulatory approval of the New Pond; the New Pond must meet all applicable zoning, land use and other regulatory requirements and is subject to such further approvals as may be required under all applicable codes.

2. **DESIGN, PERMITTING AND CONSTRUCTION OF THE NEW POND.**

BEAZER shall pay all costs of the design, engineering, permitting and construction of the New Pond, including all drainage structures and appurtenant facilities, and including connections to the existing Dodd Road Stormwater System. BEAZER shall also be responsible for all governmental approvals, any rezoning that may be required and all other approvals required by entities having jurisdiction over the New Pond or the new drainage retention system. The COUNTY shall provide

reasonable assistance to BEAZER in connection with obtaining the required approvals, such assistance to include, but not be limited to, providing written consent, if required by a permitting authority, providing BEAZER with copies of original permits, designs and specifications regarding the Existing Pond and answering any questions that BEAZER's consultants may have regarding same. The new drainage retention system may consist of one (1) or more ponds; provided, however, that the new system shall meet the following requirements:

A. It shall be located such that the water running off Dodd Road into the Existing Pond can be conveyed to the New Pond; and

B. It shall be designed, engineered, permitted and constructed to provide sufficient capacity for the Dodd Road water run off as the road exists at the time of the construction of the New Pond; and

C. If BEAZER wishes to use the New Pond to serve other development, then the system shall be designed, engineered, permitted and constructed for the capacity of BEAZER's development plus the capacity described in paragraph 2.B. immediately above; and

D. BEAZER shall grant the COUNTY a permanent drainage easement over the New Pond in the form attached hereto as Exhibit "D". The new easement shall be exchanged for the release of the PDE; and

E. Construction of the new system shall be coordinated such that there is no interruption in the safe acceptance and storage of water from Dodd Road; and

F. It shall be designed by a duly qualified professional engineer holding all required licenses to practice engineering in the State of Florida. The parties agree that construction of the New Pond

shall not commence until the COUNTY has given its written approval of the design of the system. BEAZER shall provide a copy of the plans to the COUNTY for review and, within thirty (30) days after receipt thereof, the COUNTY shall approve the plans or, if the plans are not approved, provide reasons why they are not approved and sufficient detail for corrections to be made.

3. **MAINTENANCE OF THE NEW POND.** The COUNTY shall continue to maintain the Existing Pond until such time as construction of the New Pond is complete. Thereafter BEAZER shall assume all responsibility for maintenance and functioning of the New Pond and appurtenant drainage structures.

4. **COUNTY RELEASE OF EASEMENT.** Upon completion of construction of the New Pond, the COUNTY shall release to BEAZER its rights under the PDE. BEAZER shall be responsible for the costs of recording the release and the COUNTY shall be responsible for the costs of recording the new permanent drainage easement. It is understood that the COUNTY cannot, by law, warrant title to the Existing Pond. Accordingly, BEAZER may choose to perform whatever investigation it chooses into the quality of the COUNTY's estate in the Existing Pond.

5. **PERMANENT DRAINAGE EASEMENT.** BEAZER shall convey to the COUNTY a permanent drainage easement over the New Pond and appurtenant drainage structures granting to and allowing the COUNTY to use the new drainage system to the capacity specified in paragraph 2.B. above. The conveyance of the permanent drainage easement shall be free and clear of all liens and encumbrances, or, in the alternative, BEAZER

shall provide a subordination of interests or a joinder in the conveyance from all those holding an interest in the Property which might be superior to the COUNTY's permanent drainage easement. The permanent drainage easement shall authorize the COUNTY to enter upon the Property to perform maintenance, at BEAZER's expense, should BEAZER, after thirty (30) days written notice, fail to properly maintain the New Pond and appurtenant drainage structures. In the event the Board of County Commissioners finds and determines that the COUNTY no longer needs to utilize the New Pond then the COUNTY shall record in the public records a termination or abandonment of its easement rights, thereby terminating the permanent drainage easement contemplated by this paragraph.

6. **CLOSING.** Unless otherwise agreed to in writing, the closing and exchange of the County release for the permanent drainage easement shall occur within thirty (30) days after written notice from BEAZER to the COUNTY that construction of the New Pond has been completed.

7. **CONSTRUCTION.** The COUNTY may inspect the construction of the New Pond at any time and BEAZER shall immediately correct any deficiencies noted. The construction work shall not interfere with the necessary functioning of the Existing Pond for the COUNTY's requirements.

BEAZER shall indemnify and hold the COUNTY harmless from and against any and all claims arising from the construction work, including claims of lien under *Chapter 713, Florida Statutes*. In the event any contractor, subcontractor, materialman, laborer, or third

party attempts to place such a lien against the COUNTY's interest in the Property then BEAZER shall immediately post or cause to be posted a bond to transfer the lien from the property to the bond. BEAZER shall be liable for all costs and expenses, including reasonable attorney's fees (both at trial and on appeal) incurred by the COUNTY as a result of any claim of lien made against the COUNTY's interest in the Property, whether the claim of lien is ultimately judged invalid or not.

8. **MAINTENANCE OF THE NEW POND.** Upon completion of the construction, BEAZER shall assume all maintenance and upkeep of the New Pond. Should BEAZER fail to maintain the New Pond and appurtenant drainage structures then the COUNTY may perform necessary maintenance at BEAZER's expense, provided that, except in the case of an emergency, the COUNTY has first given BEAZER written notice of the need for maintenance and BEAZER has, for ten (10) days or more, failed to undertake the required maintenance. BEAZER may, without the COUNTY's approval, assign those responsibilities to a property owner's association ("POA") duly formed pursuant to *Chapter 617, Florida Statutes*, provided that the POA shall, by written instrument in recordable form, expressly assume the duties and responsibilities for such maintenance and upkeep, including meeting the indemnity and insurance requirements specified in paragraphs 9 and 10 below, in accordance with the terms and conditions of this Agreement. Upon such assignment and recording of the POA's assumption of duties and responsibilities, BEAZER, shall be fully and completely released from any and all obligations under this Agreement. BEAZER or its

successors in title shall have the right to transfer such maintenance obligations to a POA duly formed pursuant to Florida Statutes.

9. **INDEMNITY AGREEMENT.** BEAZER agrees to indemnify and hold harmless the COUNTY from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with BEAZER's construction, reconstruction, maintenance or other use of the New Pond or any act or omission of BEAZER, its officers, employees, agents, and contractors, in any way connected with BEAZER's construction, reconstruction, maintenance or other use of the New Pond. This agreement by BEAZER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees (both at trial and on appeal), incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses. This agreement by BEAZER to indemnify and hold the COUNTY harmless includes all claims alleging negligence on the part of the COUNTY, its commissioners, officers, agents or employees, except those claims specifically alleging gross negligence or willful misconduct on the part of the County, its commissioners, officers, agents or employees. Notwithstanding anything herein to the contrary, in no event shall BEAZER be required to indemnify or hold the COUNTY harmless for any acts or omissions of the COUNTY, its commissioners, officers, agents or employees, which are alleged to have occurred before BEAZER begins any actual construction work on the New Pond.

10. **INSURANCE.** At all times that BEAZER makes use of the New Pond under this Agreement BEAZER shall maintain liability insurance, naming the COUNTY as an additional insured, with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence. All policies shall be endorsed to require at least thirty (30) days notice to the COUNTY of any material change in coverage or the policy. BEAZER shall immediately procure replacement coverage in the event any policy is cancelled, lapses or otherwise is terminated.

11. **MISCELLANEOUS.** This Agreement contains all the agreements of the parties and all prior negotiations, representations or understandings are merged into this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby. This Agreement is intended to be binding on the COUNTY, BEAZER and BEAZER's successors in title, such that this Agreement shall run with the land.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. 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 as to Federal actions.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

ATTEST:

*[Handwritten signature of Pete Small]*

\_\_\_\_\_  
PETE SMALL, SECRETARY

BEAZER HOMES, INC., a Tennessee Corporation

By: *[Handwritten signature of David G. Byrnes]*

\_\_\_\_\_  
DAVID G. BYRNES, Division President

Date: 8/11/06

(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

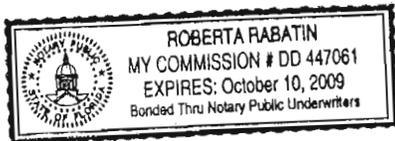
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID G. BYRNES and PETE SMALL, well known to me to be the Division President and Secretary, respectively, of the corporation named in the foregoing agreement, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11<sup>th</sup> day of August, 2006.

*[Handwritten signature of Roberta Rabatin]*  
\_\_\_\_\_  
Notary Signature

ROBERTA RABATIN  
\_\_\_\_\_  
Printed Notary Signature

My Commission Expires: 10-10-2009



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON D. HENLEY, 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 \_\_\_\_\_, 2006.  
regular meeting.

*Sharon E. Dietrich 8-16-06*  
\_\_\_\_\_  
County Attorney

SED/krc  
8/9/2006

Attachments:

- Exhibit "A" - Legal Description Property
- Exhibit "B" - Legal Description PDE
- Exhibit "C" - Legal Description New Pond
- Exhibit "D" - Permanent Drainage Easement

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LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at the West 1/4 corner of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, thence run South 00°31'58" East, along the West line of the Southwest 1/4 of said Section 24, for a distance of 360.00 feet; thence departing said West line, run North 89°27'13" East, for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, page 1679, and in Official Records Book 4946, page 1139, all of the Public Records of Seminole County, Florida, and also being the POINT OF BEGINNING; thence departing said Easterly right of way line, run North 89°27'13" East, for a distance of 345.16 feet; thence run South 00°32'24" East, for a distance of 344.38 feet; thence run North 89°39'34" East, for a distance of 275.70 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence run South 00°23'51" East, along said East line, for a distance of 613.34 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, also being a point on the North line of FORREST CREEK ESTATES, as recorded in Plat Book 32, pages 53 through 54 of the aforesaid Public Records of Seminole County, Florida; thence departing said East line, run South 89°28'12" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24, and the North line of said FORREST CREEK ESTATES, for a distance of 610.46 feet to a point on the aforesaid Easterly right of way line of Dodd Road; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, and said North line of FORREST CREEK ESTATES, run North 01°39'08" West, along said Westerly right of way line, for a distance of 460.55 feet; thence run North 00°31'58" West, along said Westerly right of way line, for a distance of 498.07 feet to the POINT OF BEGINNING.

Containing 11.42 acres, more or less

LEGAL DESCRIPTION

Parcel 947

Dodd Road (from Howell Branch Road to Red Bug Lake Road)

Water Retention Area

A portion of:

"The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, LESS so much as taken for DODD ROAD and RED BUG ROAD, all lying and being situate in Seminole County, Florida,

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

Commence at the West 1/4 corner of said Section 24; thence run S00°33'25"W along the West line of the Southwest 1/4 of Section 24 for 1320.58 feet to the North line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 Section 24; thence N89°20'10"E along said North line for 26.91 feet to the Easterly right-of-way line of Dodd Road and being a point of reference; thence continue N89°20'10"E for 662.53 feet; thence N00°32'46"W for 614.720 feet to the POINT OF BEGINNING; thence continue N00°32'46"W for 672.00 feet; thence S89°24'39"W for 277.50 feet; thence S00°35'21"E for 327.10 feet; thence S65°39'39"W for 135.00 feet; thence S26°06'06"E for 162.58 feet thence N65°39'39"E for 96.39 feet to a point of curvature; thence 15.26 feet along the arc of a curve to the left having a radius of 214.00 feet and a central angle of 04°05'06" to a point of reverse curvature; thence 34.00 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 77°55'27" to a Point of Compound Curvature; thence 69.75 feet along the arc of a curve to the right having a radius of 100.00 feet and central angle of 39°57'53" to a Point of Compound Curvature; thence 18.97 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 43°28'30" to a Point of Reverse Curvature; thence 122.34 feet along the arc of a curve to the left having a radius of 44.00 feet and a central angle of 159°18'14"; thence departing from said curve on a radial line bearing S32°57'24"E for 38.10 feet; thence N89°37'14"E for 110.00 feet to the POINT OF BEGINNING."

Being more particularly described as:

**Exhibit B**

LEGAL DESCRIPTION

Parcel 947

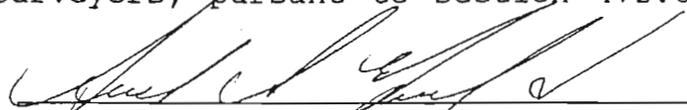
Dodd Road (from Howell Branch Road to Red Bug Lake Road)

Water Retention Area

Commence at the Northwest corner of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East; thence S00°31'14"E along the West line of said Southwest 1/4 of 1,318.64 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence N89°28'24"E along the South line of said Northwest 1/4 of the Southwest 1/4 a distance of 77.00 feet to the POINT OF BEGINNING; thence continue N89°28'42"E along said South line a distance of 610.50 feet to the Southeast corner of the West 1/2 of the said Northwest 1/4 of the Southwest 1/4; thence N00°23'10"W along the East line of the said West 1/2 of the Northwest 1/4 of the Southwest 1/4 a distance of 205.00 feet; thence S89°28'42"W a distance of 205.00 feet; thence S00°23'10"E a distance of 180.00 feet; thence S89°28'42"W a distance of 406.04 feet; thence S01°38'24"E a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 1.198 acres, more or less,

I hereby certify that the Legal Description for Parcel 947 has been prepared under my direction in Compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors, pursuant to Section 472.027 Florida Statute.



Arthur A. Mastronicola, Jr PLS  
Florida Registered Land Surveyor # 4166

DATE: Jul 28 1991

SMO3  
TM:sk  
LEGL9016  
01/31/91

# LEGAL DESCRIPTION

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida. Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 24; thence run South 00°31'58" East along the West line of the Southwest 1/4 of said Section 24 for a distance of 360.00 feet; thence departing said West line run North 89°27'13" East for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, Page 1679 and Official Records Book 4946, Page 1139, both of the Public Records of Seminole County, Florida; thence run South 00°31'58" East along said Easterly right of way for a distance of 498.07 feet; thence continuing along said Easterly right of way run South 01°39'08" East for a distance of 332.58 feet to the POINT OF BEGINNING; thence run North 89°27'13" East for a distance of 109.78 to a point of curvature of a curve concave Northwesterly having a radius of 100.00 feet; thence run Northeasterly along said curve through a central angle of 29°31'16" for an arc distance of 51.52 feet to a point of compound curvature of a non-tangent curve concave Northwesterly having a radius of 105.38 feet; thence from a tangent bearing of North 60°25'35" East run Northeasterly along said curve through a central angle of 30°19'13" for an arc distance of 55.76 feet; thence run North 11°27'31" East for a distance of 5.03 feet to a point of curvature of a non-tangent curve concave Northwesterly having a radius of 103.88 feet; thence from a tangent bearing of North 27°28'28" East run Northeasterly along said curve through a central angle of 9°11'01" for an arc distance of 16.65 feet; thence run North 89°27'11" East for a distance of 211.04 feet; thence run South 00°32'24" East for a distance of 13.00 feet; thence run North 89°27'36" East for a distance of 20.00 feet; thence run South 00°32'24" East for a distance of 43.94 feet; thence run North 89°21'19" East for a distance of 27.46 feet; thence run South 00°00'00" East for a distance of 6.48 feet; thence run North 89°27'36" East for a distance of 79.10 feet; thence run North 00°32'24" West for a distance of 284.00 feet; thence run North 19°06'52" East for a distance of 58.30 feet to a point of curvature of a curve concave Southwesterly having a radius of 2.00 feet; thence run along Northwesterly along said curve through a central angle of 61°29'52" for an arc distance of 2.15 feet; thence run North 42°23'00" West for a distance of 130.81 feet; thence run North 39°53'32" West for a distance of 6.91 feet to a point of curvature of a curve concave Southerly having a radius of 2.00 feet; thence run Northwesterly along said curve through a central angle of 47°49'02" for an arc distance of 1.67 feet; thence run North 87°42'33" West for a distance of 149.98 feet to a point of curvature of a curve concave Easterly having a radius of 2.00 feet; thence run Northerly along said curve through a central angle of 173°34'16" for an arc distance of 6.06 feet; thence run North 85°51'42" East for a distance of 162.98 feet; thence run North 90°00'00" East for a distance of 107.56 feet to a point of curvature of a curve concave Southwesterly having a radius of 14.00 feet; thence run Southeasterly along said curve through a central angle of 89°39'35" for an arc distance of 21.91 feet; thence run South 00°20'25" East for a distance of 275.44 feet; thence run South 00°13'59" West for a distance of 177.58 feet; thence run South 14°03'52" West for a distance of 18.06 feet; thence run South 00°23'51" East for a distance of 76.90 feet to a point of curvature of a curve concave Northwesterly having a radius of 23.00 feet; thence run Southwesterly along said curve through a central angle of 89°52'04" for an arc distance of 36.08 feet; thence run South 89°28'12" West for a distance of 570.88 feet to the aforesaid Easterly right of way of Dodd Road; thence run North 01°39'08" West along said Easterly right of way for a distance of 110.97 feet to the aforesaid POINT OF BEGINNING.

Said parcel contains 2.727 acres, more or less.

## Exhibit C

SHEET 1 OF 3



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

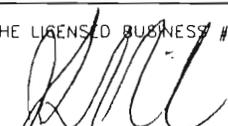
### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 24-21-30 AS BEING S00°31'58"E.

JOB NO. 24300  
DATE: 02/02/06  
SCALE: 1" = 100 FEET  
FIELD BY: N/A

CALCULATED BY: SM  
DRAWN BY: SM  
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

  
JAMES L. RICKMAN, P.S.M. #5633



# TABLES

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.03'	N11°27'31"E
L2	13.00'	S00°32'24"E
L3	20.00'	N89°27'36"E
L4	43.94'	S00°32'24"E
L5	27.46'	N89°21'19"E
L6	6.48'	S00°00'00"E
L7	6.91'	S39°53'32"E
L8	18.06'	S14°03'52"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	100.00'	51.52'	50.96'	N74°41'35"E	29°31'16"
C2	105.38'	55.76'	55.12'	N45°15'59"E	30°19'13"
C3	103.88'	16.65'	16.63'	N22°52'58"E	9°11'01"
C4	2.00'	2.15'	2.05'	N11°38'04"W	61°29'52"
C5	2.00'	1.67'	1.62'	N63°48'02"W	47°49'02"
C6	2.00'	6.06'	3.99'	S00°55'26"E	173°34'16"
C7	14.00'	21.91'	19.74'	N45°10'13"W	89°39'35"
C8	23.00'	36.08'	32.49'	N44°32'11"E	89°52'04"

SHEET 3 OF 3



16 EAST PLANT STREET  
Winter Garden, Florida 32787 • (407) 654-5355

JOB NO. _____ 24300 _____	CALCULATED BY: _____ SM _____
DATE: _____ 02/02/06 _____	DRAWN BY: _____ SM _____
SCALE: _____ 1" = 100 FEET _____	CHECKED BY: _____ JLR _____
FIELD BY: _____ N/A _____	

## DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation whose address is \_\_\_\_\_ hereinafter referred to as the GRANTOR, 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 the GRANTEE.

### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a nonexclusive right-of-way and easement for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures over, under, upon and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

SEE, EXHIBIT A, attached hereto and incorporated herein.

Property Appraiser's Parcel Identification No.: 24-21-30-300-0100-0000

TO HAVE AND TO HOLD said right of way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage and any other facilities placed thereon by the GRANTEE and its assigns, from the herein granted right-of-way, and GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the herein granted right-of-way and easement that may interfere with the location, excavation, operation or maintenance of the drainage or any facilities placed thereon.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal, the day and year first above written.

ATTEST: \_\_\_\_\_

\_\_\_\_\_, Secretary By: \_\_\_\_\_, President

(CORPORATE SEAL) Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, and \_\_\_\_\_, as President and Secretary, respectively, of \_\_\_\_\_, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

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

Attachment: Exhibit A – Legal Description

LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at the West 1/4 corner of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, thence run South 00°31'58" East, along the West line of the Southwest 1/4 of said Section 24, for a distance of 360.00 feet; thence departing said West line, run North 89°27'13" East, for a distance of 68.01 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, page 1679, and in Official Records Book 4946, page 1139, all of the Public Records of Seminole County, Florida, and also being the POINT OF BEGINNING; thence departing said Easterly right of way line, run North 89°27'13" East, for a distance of 345.16 feet; thence run South 00°32'24" East, for a distance of 344.38 feet; thence run North 89°39'34" East, for a distance of 275.70 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence run South 00°23'51" East, along said East line, for a distance of 613.34 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, also being a point on the North line of FORREST CREEK ESTATES, as recorded in Plat Book 32, pages 53 through 54 of the aforesaid Public Records of Seminole County, Florida; thence departing said East line, run South 89°28'12" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24, and the North line of said FORREST CREEK ESTATES, for a distance of 610.46 feet to a point on the aforesaid Easterly right of way line of Dodd Road; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, and said North line of FORREST CREEK ESTATES, run North 01°39'08" West, along said Westerly right of way line, for a distance of 460.55 feet; thence run North 00°31'58" West, along said Westerly right of way line, for a distance of 498.07 feet to the POINT OF BEGINNING.

Containing 11.42 acres, more or less

**Exhibit A**