

03



COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *SP Lee*

FROM: Lynn Vouis, Assistant County Attorney *L Vouis*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *P Hastings*  
 Kathleen Myer, Principal Engineer/Major Projects *K Myer*

DATE: November 20, 2003

RE: Early Acquisition  
 Purchase Agreement/Joint Use Water Retention Agreement Authorization  
 Lake Drive road improvement project  
 Parcel Nos. 123 and 174  
 Sturbridge Oaks Community Assoc., Inc./Resource Alliance, Inc.

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of purchase agreements for Parcel Nos. 123 and 174 on the Lake Drive road improvement project in the combined amount of \$11,500.00 with no fees or costs incurred. Also requiring authorization by the BCC and execution by the Chairman is a Joint Use Water Retention Agreement pertaining to the same property owners and parent tract.

**I THE PROPERTY**

**A. Location Data**

The parent tract lies southeast of the intersection of Bird Road and the existing Lake Drive, as shown on the location map included as Exhibit "A".

**B. Address**

None listed

**II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No. 2002-R-70 on April 23, 2002 for the Lake Drive road improvement project, authorizing the acquisition of the above referenced property, and finding that the construction of the Lake Drive road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

### **III ACQUISITION/REMAINDER**

Parcel No. 123 is a fee simple acquisition of 0.691 acres. Parcel No. 174 is a fee simple acquisition of 9,982 square feet. The parent tract is currently being developed as a single family subdivision.

### **IV APPRAISED VALUES**

Appraisals have not yet been prepared for these parcels.

### **V BINDING OFFERS/NEGOTIATIONS**

The property owner has negotiated this proposed settlement with County staff and the County's acquisition agent. The County has not yet extended any binding written offers to the property owners on Lake Drive.

### **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

The property owner approached the County when he began developing the single family subdivision on the parent tract in order to coordinate his development plans with the County's road improvement plans. The proposed acquisition for Parcel 123 was to be taken from the subdivision's retention pond. Since Parcel 123 was to be acquired to provide retention for the Lake Drive improvements, the property owner suggested a joint use water retention agreement in order to serve both projects.

The Joint Use Water Retention Area Agreement basically allows the Sturbridge Oaks development to discharge into the pond which will be constructed and maintained by the County. The County's construction plans already called for a retention pond at this location. The pond was expanded slightly to accommodate the subdivision's retention.

The Agreement results in a more effective use of property and eliminates severance damages to the remainder property. If the County approves the proposed agreements, the property owner will sell the needed property to the County for the total amount of \$11,500.00.

The proposed settlement avoids claims for improvements taken, severance damages, costs and attorney's fees. Also, the property owner has been extremely cooperative in working to avoid damages and has not hired an attorney or experts. By accepting the proposed agreements, the County will avoid incurring expenses for the County's own appraisal and updates, as well as for the property owner's appraisal and expert fees.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize purchase of Parcel Nos. 123 and 174 in the amount of \$11,500.00, with no fees or costs incurred. County staff also recommends authorization and execution of the Joint Use Water Retention Area Agreement pertaining to the parent tract.

LV/la

Attachments:

Location Map (Exhibit A)

Purchase Agreement (Exhibits B-1 & B-2)

Joint Use Water Retention Agreement (Exhibit C)



**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between STURBRIDGE OAKS COMMUNITY ASSOCIATION, INC., a Florida corporation, whose address is 1050 S. Lake Sybelia Dr., Maitland, FL 32751, hereinafter referred to as "OWNER," 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."

**WITNESSETH:**

**WHEREAS**, the COUNTY requires the hereinafter described property for a road project in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**See, attached Exhibit A**

**Parcel I. D. Number: 11-21-30-5QR-0A00-0000**

**II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing

costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Lake Dr. road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(j) The OWNER shall indemnify and save the COUNTY harmless 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 this Agreement or in any act or omission in any manner related to said Agreement.

(k) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

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

WITNESSES:

[Signature]  
SIGNATURE

Elizabeth U. Stiegel  
PRINT NAME

[Signature]  
SIGNATURE

NANCY R WALKER  
PRINT NAME

STURBRIDGE OAKS COMMUNITY ASSOCIATION, INC., a Florida Corporation,

By [Signature]  
Mark A. Crone, as President

ATTEST: [Signature]  
Lora N. Crone, as Secretary

(Corporate Seal)

Address: 1050 S. Lake Sybelia Dr.  
Maitland, FL 32751

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board of  
of County Commissioners at its \_\_\_\_\_,  
20\_\_, regular meeting.

[Signature]  
County Attorney

1  
1  
filename and path

**RIGHT-OF-WAY FEE SIMPLE**

**PROJECT:** Lake Drive  
**OWNER:** Sturbridge Oaks Community Association

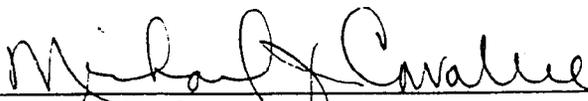
**R/W PARCEL NO.:** 123  
**TAX I.D. NO.:** 11-21-30-5QR-0A00-0000  
**CONSULTANT:** Lochrane Engineering, Inc.

All of Tract "A" of Sturbridge Oaks, according to the plat thereof as recorded in Plat Book 61, pages 49 through 51 of the Public Records of Seminole County, Florida, lying in Sections 11 and 14, Township 21 South, Range 30 East of Seminole County, Florida.

Containing 0.691 acres, more or less.

The sketches for these descriptions are shown on sheets 19, 20 and 31 of the right of way maps of 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.

 \_\_\_\_\_ 4-29-03  
Michael J. Cavallere DATE

Florida Registered Land Surveyor #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

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between RESOURCE ALLIANCE, INC., a Florida corporation, whose address is 1050 S. Lake Sybelia Dr., Maitland, FL 32751, hereinafter referred to as "OWNER," 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."

**WITNESSETH:**

**WHEREAS**, the COUNTY requires the hereinafter described property for a road project in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**See, attached Exhibit A**

**Parcel I. D. Number: 11-21-30-5QR-0B00-0000**

**II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances EXCEPT Conservation Easement in favor of St. Johns River Water Management District as recorded in OR 4500 pg. 1551, public records of Seminole County, Florida, unto COUNTY for the sum of ONE THOUSAND DOLLARS (\$1,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property

taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Lake Dr. road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(j) The OWNER shall indemnify and save the COUNTY harmless 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 this Agreement or in any act or omission in any manner related to said Agreement.

(k) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

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

**WITNESSES:**

*Elizabeth A. Stiegel*  
SIGNATURE

Elizabeth A. Stiegel  
PRINT NAME

*Nancy R Walker*  
SIGNATURE

NANCY R WALKER  
PRINT NAME

RESOURCE ALLIANCE, INC.,  
a Florida Corporation,

By: *Mark A. Crone*  
Mark A. Crone, as President

ATTEST: *Lora N. Crone*  
Lora N. Crone, as Secretary

(Corporate Seal)

Address: 1050 S. Lake Sybelia Dr.  
Maitland, FL 32751

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board of  
of County Commissioners at its \_\_\_\_\_,  
20\_\_, regular meeting.

*[Signature]*  
County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
filename and path

**RIGHT-OF-WAY FEE SIMPLE**

**PROJECT:** Lake Drive  
**OWNER:** Resource Alliance Inc.

**R/W PARCEL NO.:** 174  
**TAX I.D. NO.:** 11-21-30-5QR-0B00-0000  
**CONSULTANT:** Lochrane Engineering, Inc.

A part of Tract "B" of Sturbridge Oaks, according to the plat thereof as recorded in Plat Book 61, pages 49 through 51 of the Public Records of Seminole County, Florida, lying in Section 14, Township 21 South, Range 30 East, Seminole County, Florida,

described as follows:

Begin at the Southwest corner of said Tract "B", Sturbridge Oaks, being a point on the existing Easterly right of way line of Lake Drive as shown on Seminole County Right of Way Maps for Lake Drive, County Project No. PS-331; thence run N05°01'23"E along said Easterly right of way line a distance of 245.57 feet to the Southernmost corner of Tract "A" of said Sturbridge Oaks; thence departing said Easterly right of way line run N21°50'52"E along the Easterly line of said Tract "A" a distance of 105.55 feet; thence departing said Easterly line run S01°48'17"E a distance of 158.00 feet; thence S15°56'46"W a distance of 92.73 feet; thence S36°24'19"W a distance of 49.34 feet to a point on a non-tangent curve concave Westerly, having a radius of 1025.93 feet and a chord bearing of S06°48'07"E; thence run Southerly along the arc of said curve through a central angle of 03°09'06" a distance of 56.43 feet to the South line of said Tract "B"; thence N89°16'37"W along said South line a distance of 17.68 feet to the Point of Beginning.

Containing 9,892 square feet, more or less.

The sketches for these descriptions are shown on sheets 20 and 31 of the right of way maps of 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

4-29-03  
DATE

Florida Registered Land Surveyor #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

**SEMINOLE COUNTY / STURBRIDGE  
JOINT USE WATER RETENTION AREA AGREEMENT  
LAKE DRIVE**

**THIS JOINT AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2003, by and between STURBRIDGE OAKS COMMUNITY ASSOCIATION, INC., a Florida corporation, whose address is 1050 South Lake Sybelia Drive, Maitland, Florida 32751, hereinafter referred to as "STURBRIDGE", 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".

**WITNESSETH:**

**WHEREAS**, the COUNTY is improving Lake Drive from Seminola Boulevard to Tuskawilla Road; and

**WHEREAS**, STURBRIDGE owns property which COUNTY has declared necessary to effectuate the improvements to Lake Drive; and

**WHEREAS**, the property, which has been designated as Parcel No. 123 is presently in the COUNTY's construction plans for roadway improvements and a water retention facility; and

**WHEREAS**, STURBRIDGE has proposed allowing the COUNTY to purchase property needed for stormwater retention purposes over an existing STURBRIDGE stormwater retention pond; and

**WHEREAS**, the parties recognize and agree that construction of a joint use water retention area over the existing STURBRIDGE retention area would serve both the purposes of STURBRIDGE and the public infrastructure purposes of the COUNTY; and

**WHEREAS**, it is in the best interest of the COUNTY to enter into this agreement for a joint use water retention area serving both the Lake Drive project and the STURBRIDGE property because it will save significant land acquisition costs; and

**WHEREAS**, it is in the best interest of STURBRIDGE to enter into this agreement for a joint use water retention area serving both the Lake Drive project and the STURBRIDGE property because it will be able to utilize its property more efficiently by not having to relocate its existing stormwater retention area.

**NOW, THEREFORE**, in consideration of the mutual agreements by and between the parties, the COUNTY and STURBRIDGE agree as follows:

**Section 1. Recitals.** The parties agree that the above recitals are true and correct and constitute a material part of this agreement upon which the parties have relied.

**Section 2. Purchase of Necessary Property.**

- (a) STURBRIDGE has agreed, as part of the consideration to COUNTY for this Agreement, to sell the property needed to construct the improvements to Lake Drive and the joint use retention pond. The total amount of compensation to be paid by COUNTY to STURBRIDGE is TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$10,500.00).
- (b) STURBRIDGE shall sell to COUNTY in fee the property COUNTY has designated as 123, the legal description for which is also contained in Exhibit "A" to this agreement. The property designated as 123 contains approximately .691 acres.

**Section 3. Purchase Agreement.** In order to proceed with the sale of the property described in Section 2 above, STURBRIDGE has executed a Purchase Agreement relating to Parcel 123. The Purchase Agreement is attached as Exhibit "B" to this Agreement.

**Section 4. Stormwater Retention Pond Construction and Functionality.**

- (a) COUNTY shall pay the costs for design and construction of the joint use stormwater retention pond.
- (b) COUNTY shall design and construct the joint use stormwater retention pond on the Parcel 123 property, and shall be responsible for obtaining all necessary licenses, permits and approvals from all permitting authorities. Construction of the joint use stormwater retention pond shall take place at the same time as and as part of the Lake Drive improvement project. The joint use stormwater retention pond shall be constructed as shown on the plans attached as Exhibit C.
- (c) COUNTY agrees to accept up to a maximum of 0.59 acre-ft of capacity from STURBRIDGE in the joint use stormwater retention pond.

**Section 5. Maintenance of Stormwater Retention Pond.**

- (a) The parties agree that COUNTY shall be responsible for functional maintenance of the joint use pond in accordance with the County's functional maintenance requirements. STURBRIDGE shall be responsible for functional maintenance of any structures they have utilizing the pond.
- (b) As to aesthetic maintenance of the joint use pond, the parties agree that STURBRIDGE may, at its own cost, provide landscaping, fountains or other amenities so long as stormwater capacities, permit conditions, and functional maintenance are maintained. STURBRIDGE shall have the right to enter onto the COUNTY property in order to provide aesthetic maintenance if they choose to do so or to provide functional maintenance of their structures servicing the pond.

**Section 6. Recording.** This Agreement shall be recorded in the Public Records of Seminole County and shall inure to the benefit of COUNTY and STURBRIDGE, and its successors and assigns. This Agreement and the rights conveyed herein shall run with STURBRIDGE's land and be exercisable by the COUNTY or STURBRIDGE and any successor in interest.

**Section 7. Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

**Section 8. Severability.** If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, effect the validity of the conveyance of real property by STURBRIDGE to the COUNTY as provided for herein and title shall continue to vest in the COUNTY and, to that end, the provisions of this Agreement shall be deemed severable.

**Section 9. Indemnification.** STURBRIDGE covenants to indemnify and hold harmless the COUNTY from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and, if necessary, both at trial and on appeal) as a result, directly or indirectly, of the negligence or wrongful act or omission of STURBRIDGE or its employees or agents and its use of, or development and construction of, the joint use retention pond facility; or by third parties acting on behalf of, or with the permission of STURBRIDGE.

**Section 10. Notice.**

(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the COUNTY:

Jerry McCollum, County Engineer  
Public Works Department  
Engineering Division  
520 West Lake Mary Boulevard  
Suite 200  
Sanford, Florida 32773

For STURBRIDGE

Mark Crone  
1050 S. Lake Sybelia Dr.  
Maitland, FL 32751

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**Section 11. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 12. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

**Section 13. Obligation of COUNTY.** This Agreement shall not be deemed to pledge the credit of the COUNTY or to make the COUNTY a co-venturer or partner of STURBRIDGE.

**Section 14. Applicable Law/Venue/Remedies.**

(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Eighteenth Judicial Circuit 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.

(c) In the event of a dispute between STURBRIDGE and COUNTY regarding the subject matter of this Agreement, STURBRIDGE and COUNTY agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator, attending and in participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. The prevailing party in any litigation, suit, action or proceeding to enforce the terms and conditions of this Agreement shall be entitled to recover all reasonable attorneys and paralegal fees and costs incurred prior to, in preparation for and in connection with all trial or appellate proceedings.

**Section 15. Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**Section 16. Non-Waiver.** Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

**Section 17. Construction.**

(a) This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal part in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

**Section 18. Further Assurances.**

(a) STURBRIDGE agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

(b) STURBRIDGE warrants that it will cause the holders of any mortgages and liens relating to the subject property to subordinate their interests to the provisions of this Agreement. If STURBRIDGE fails to attain such subordination, it shall lose all rights and benefits deriving hereunder.

**Section 19. Curative Periods.** No default as to any provision of this Agreement on the part of either the COUNTY or STURBRIDGE shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after such notice.

**Section 20. Exhibits.** The exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

**Section 21. Public Records.** STURBRIDGE shall allow public access to all documents, papers, letters or other materials subject to provisions of *Chapter 119, Florida Statutes*, which have been made or received by STURBRIDGE in conjunction with this Agreement.

**Section 22. Records and Audit.** STURBRIDGE shall maintain all books, documents, papers and other evidence pertaining in any way to this Agreement. Such records shall be available at the address hereinabove at all reasonable times during the term of this Agreement and for five (5) years from the date of exchange of property interests under this Agreement for audit or inspection by the COUNTY upon five (5) days prior written notice.

**Section 23. Interpretation.** This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver or fulfillments of any condition of development arising from the Seminole County Comprehensive Plan or the

Land Development Code of Seminole County is intended and none shall be implied from the terms of the Agreement.

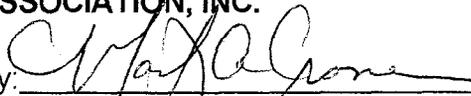
**Section 24. Effective Date.** This Agreement shall take effect on the date that this Agreement is fully executed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

ATTEST:

  
\_\_\_\_\_  
Lora N. Crone, Secretary

**STURBRIDGE OAKS COMMUNITY  
ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
Mark A. Crone, President

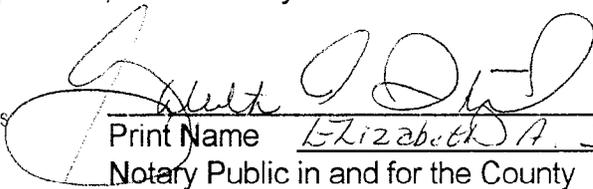
(CORPORATE SEAL)

Date: Oct 16, 2003

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that, on this 16th day of October, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARK A. CRONE, and LORAN, CRONE, as President and Secretary, respectively, of STURBRIDGE OAKS COMMUNITY ASSOCIATION, INC., organized as a Florida non profit corporation, 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.

 Elizabeth A. Stiegel  
MY COMMISSION # DD039952 EXPIRES  
August 13, 2005  
My commission expires \_\_\_\_\_  
FAIN INSURANCE, INC.

  
Print Name Elizabeth A. Stiegel  
Notary Public in and for the County  
and State Aforementioned

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Board  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency

As authorized for execution by the  
of County Commissioners at its \_\_\_\_\_,  
2003, regular meeting.

  
\_\_\_\_\_  
County Attorney

LMV/sb  
3/7/03  
Attachments  
Exhibit "A" – Legal Descriptions  
Exhibit "B" –Purchase Agreement  
Exhibit "C" – Construction Plans

**RIGHT-OF-WAY FEE SIMPLE**

**PROJECT:** Lake Drive  
**OWNER:** Sturbridge Oaks Community Association

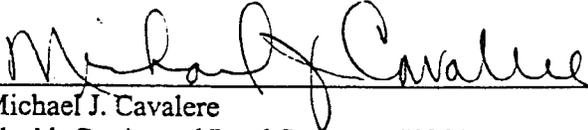
**R/W PARCEL NO.:** 123  
**TAX I.D. NO.:** 11-21-30-5QR-0A00-0000  
**CONSULTANT:** Lochrane Engineering, Inc.

All of Tract "A" of Sturbridge Oaks, according to the plat thereof as recorded in Plat Book 61, pages 49 through 51 of the Public Records of Seminole County, Florida, lying in Sections 11 and 14, Township 21 South, Range 30 East of Seminole County, Florida.

Containing 0.691 acres, more or less.

The sketches for these descriptions are shown on sheets 19, 20 and 31 of the right of way maps of 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  
Florida Registered Land Surveyor #3701  
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER -

4-29-03  
DATE

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

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA        )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between STURBRIDGE OAKS COMMUNITY ASSOCIATION, INC., a Florida corporation, whose address is 1050 S. Lake Sybelia Dr., Maitland, FL 32751, hereinafter referred to as "OWNER," 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."

**WITNESSETH:**

**WHEREAS**, the COUNTY requires the hereinafter described property for a road project in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTION**

**See, attached Exhibit A**

**Parcel I. D. Number: 11-21-30-5QR-0A00-0000**

**II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing

costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

### III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the Lake Dr. road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(j) The OWNER shall indemnify and save the COUNTY harmless 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 this Agreement or in any act or omission in any manner related to said Agreement.

(k) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(l) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.



**RIGHT-OF-WAY FEE SIMPLE**

**PROJECT:** Lake Drive  
**OWNER:** Sturbridge Oaks Community Association

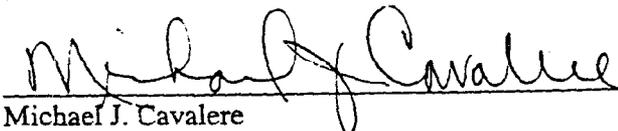
**R/W PARCEL NO.:** 123  
**TAX I.D. NO.:** 11-21-30-5QR-0A00-0000  
**CONSULTANT:** Lochrane Engineering, Inc.

All of Tract "A" of Sturbridge Oaks, according to the plat thereof as recorded in Plat Book 61, pages 49 through 51 of the Public Records of Seminole County, Florida, lying in Sections 11 and 14, Township 21 South, Range 30 East of Seminole County, Florida.

Containing 0.691 acres, more or less.

The sketches for these descriptions are shown on sheets 19, 20 and 31 of the right of way maps of 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  
Florida Registered Land Surveyor #3701  
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER -

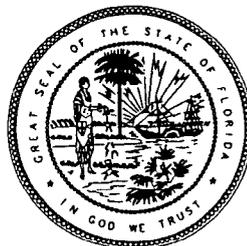
4-29-03

DATE

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

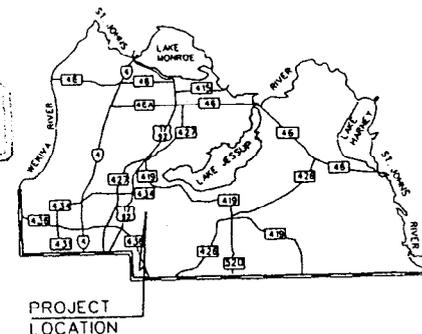
# SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS



**RECEIVED**  
MAY 20 2003  
ENGINEERING DEPARTMENT  
SEMINOLE COUNTY

REC'D 05-21-03 CAO  
MDG



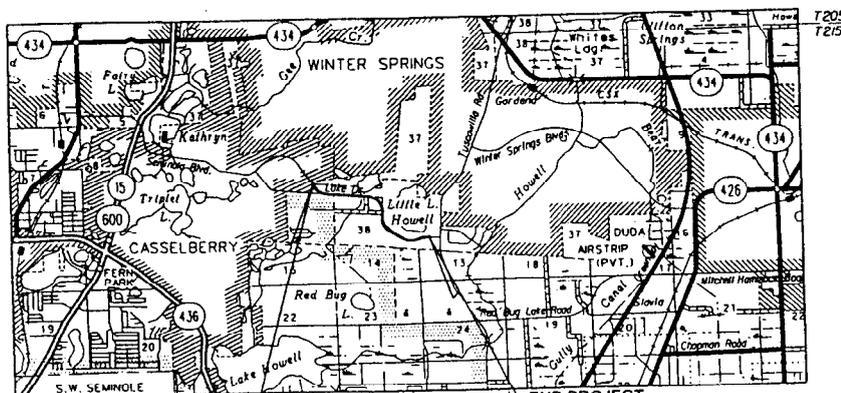
**THIS CONTRACT PLAN SET INCLUDES**

- ROADWAY PLANS
- WALL PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- UTILITY RELOCATION PLANS
- LANDSCAPE PLANS
- MITIGATION PLANS

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3-5	DRAINAGE MAPS
6-10	TYPICAL SECTIONS
11-13	SUMMARY OF QUANTITIES
14-19	SUMMARY OF DRAINAGE STRUCTURES
20	GENERAL NOTES & REFERENCE POINTS
21	CENTERLINE/BASELINE PC & PT OFFSETS
22-43	ROADWAY PLAN & PROFILES
44	PLAN SWEETWATER LANE
45	PLAN LAKE DRIVE STA. 642.00 TO 648.00
46-49	WALL DETAILS
50-52	POND DETAILS
53	OUTFALL STRUCTURES
54-61C	DRIVEWAY PROFILES
62	CLEAR LAKE COMPENSATING STORAGE PROPOSED GRADING
63-65	COMPENSATING STORAGE CROSS SECTIONS
66-70	SOIL SURVEY SHEETS
71-72	EROSION CONTROL DETAILS
73-132	CROSS SECTIONS
133-143	POND CROSS SECTIONS
144	TRAFFIC CONTROL DATA SHEETS
145-168	UTILITY ADJUSTMENTS
S-1-S-15	SIGNING & PAVEMENT MARKING
U-1-U-18	UTILITY RELOCATION PLANS
L.A1-L.A14	LANDSCAPE PLANS
M0-M3	MITIGATION PLANS

## CONSTRUCTION PLANS LAKE DRIVE (PHASE 2) FROM EASTON WAY TO TUSKAWILLA ROAD SEMINOLE COUNTY PROJECT NO. PS331-95 BJC



VICINITY MAP  
N.T.S.

LENGTH OF PROJECT IS BASED ON CENTERLINE OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FT.	MILES
ROADWAY	9293.43	1.760
BRIDGES	0.00	0.000
NET LENGTH OF PROJ.	9293.43	1.760
EXCEPTIONS	0.00	0.000
GROSS LENGTH OF PROJ.	9293.43	1.760

SEMINOLE COUNTY PROJECT MANAGER: JERRY MATTHEWS

PLANS PREPARED BY:

**LOCHRANE**

ENGINEERS • SURVEYORS  
201 SOUTH BUNNY AVENUE ORLANDO, FLORIDA 32803  
PH: (407) 896-1337 FAX: (407) 896-8867 EMAIL: WWW.LOCHRANE.COM  
CERTIFICATE OF AUTHORIZATION NO. 2056

CONTRACT PLANS  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

REVISED BY	DATE	COMMENTS

CONSTRUCTION COMPLETED \_\_\_\_\_  
FIELD VERIFIED \_\_\_\_\_

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING SPECIFICATIONS: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS DATED 1991 AND SUPPLEMENTS THERETO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.

ENGINEER OF RECORD  
THOMAS G. LOCHRANE, P.E.  
SIGNATURE: \_\_\_\_\_  
NAME: THOMAS G. LOCHRANE, P.E.  
DATE: \_\_\_\_\_  
FLORIDA P.E. NO. 78111

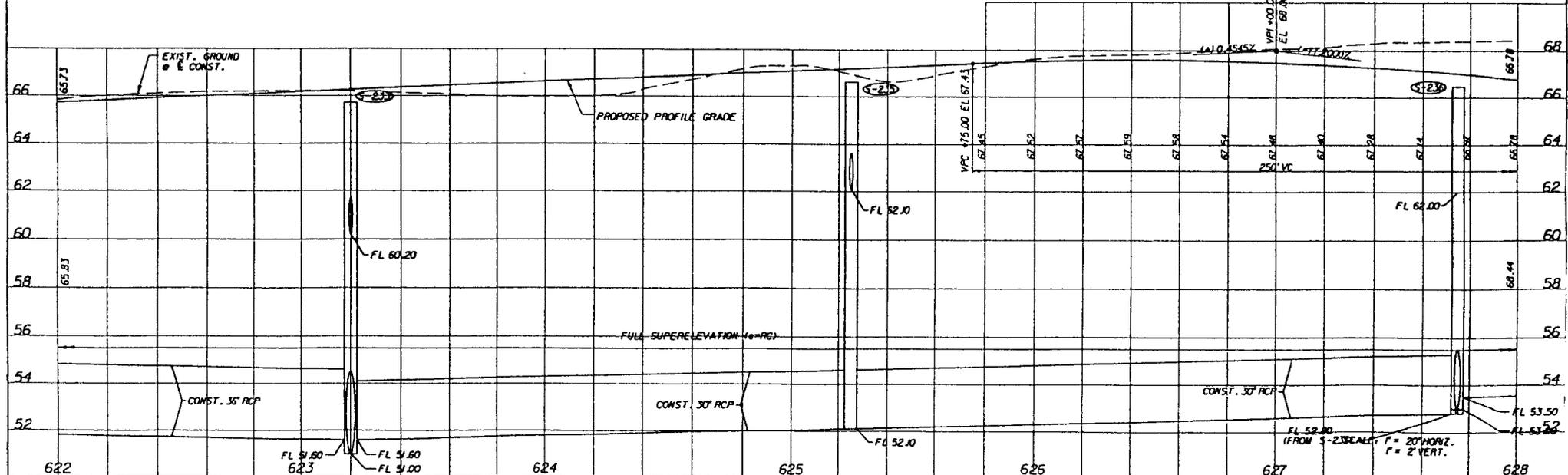
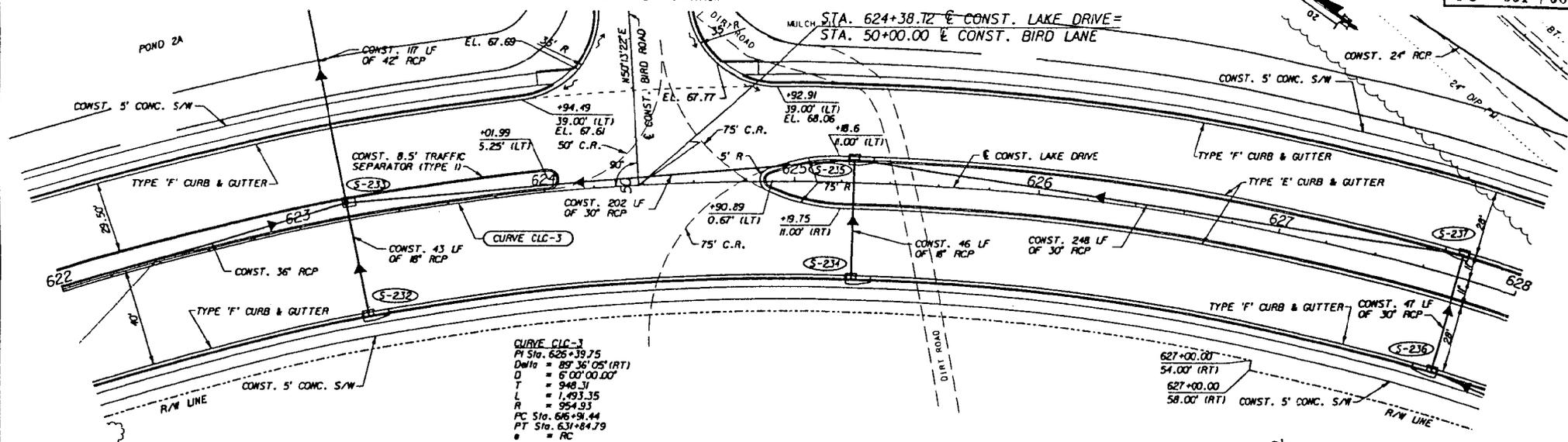
**F.D.O.T. ROADWAY AND TRAFFIC STANDARDS**

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS BOOKLET DATED JANUARY, 1994

**PROGRESS SET  
MAY 20, 2003**

EXHIBIT C

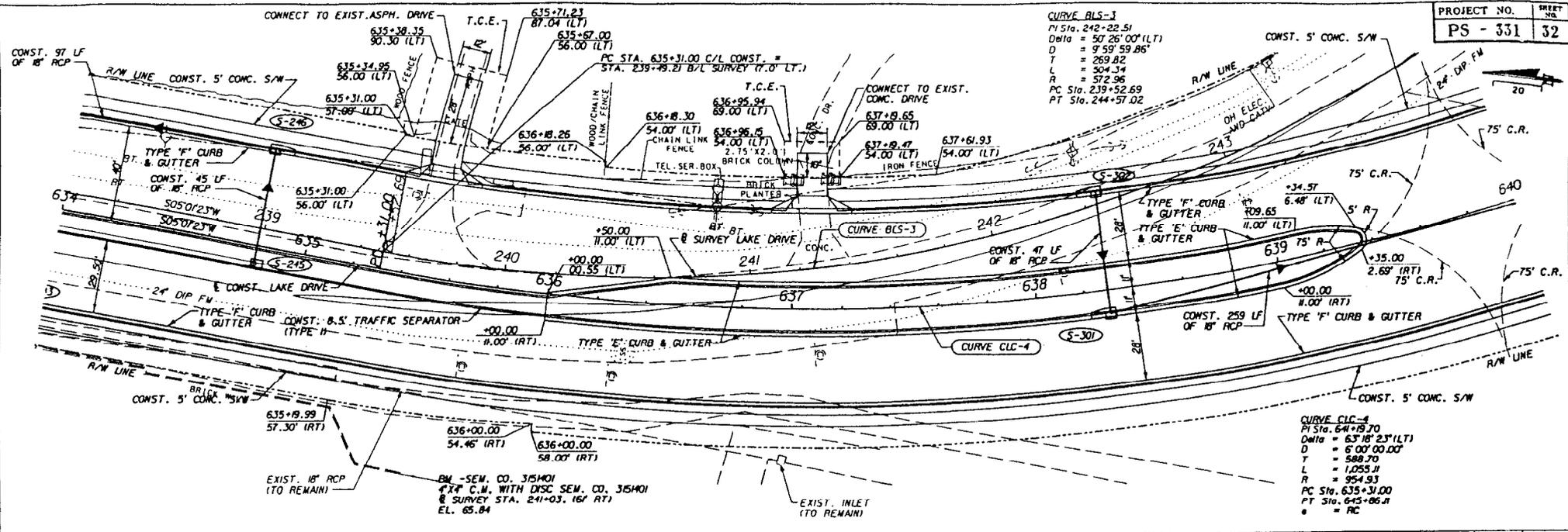
SEE PLAN/PROFILE BIRD ROAD ISHEET 511 FOR ADDITIONAL INFORMATION



DATE	BY	DESCRIPTION															

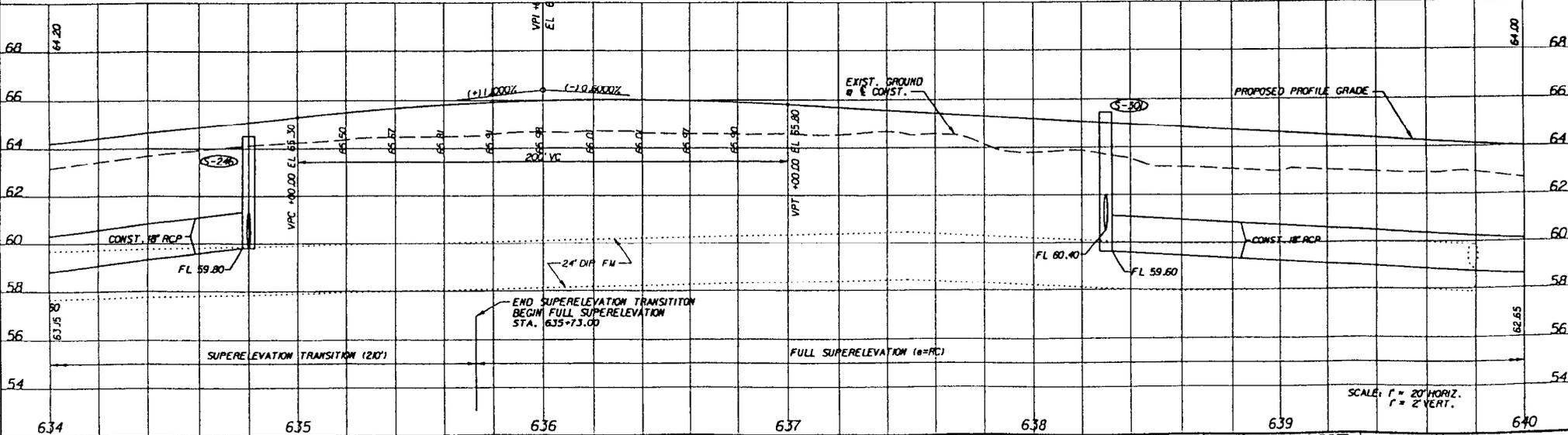
DESIGNED BY CHECKED BY DATE	NAME DATE	DATE	NAME DATE	REDAK COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION
SUPERVISED BY THOMAS G. LOCHRANE, P.E., FL. REG. 10701	LOCHRANE	ENGINEERS - SURVEYORS	LAKE DRIVE PLAN / PROFILE	





**CURVE BLS-3**  
 PI Sta. 242+22.51  
 Delta = 50°26'00" (LT)  
 D = 9'59" 59.86'  
 T = 269.82  
 L = 304.34  
 R = 572.96  
 PC Sta. 239+52.69  
 PT Sta. 244+57.02

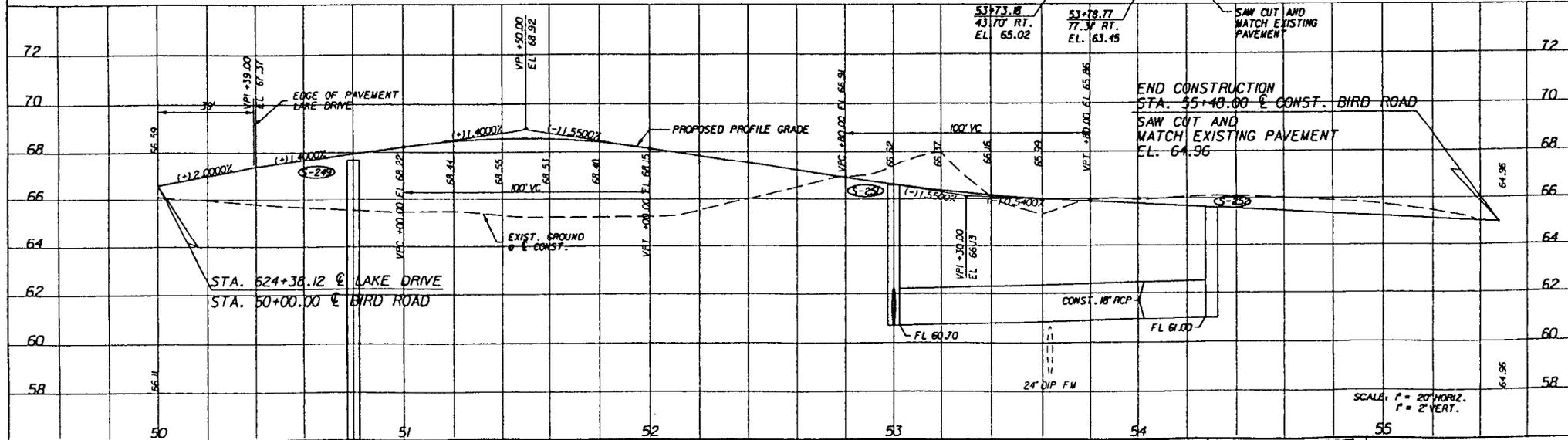
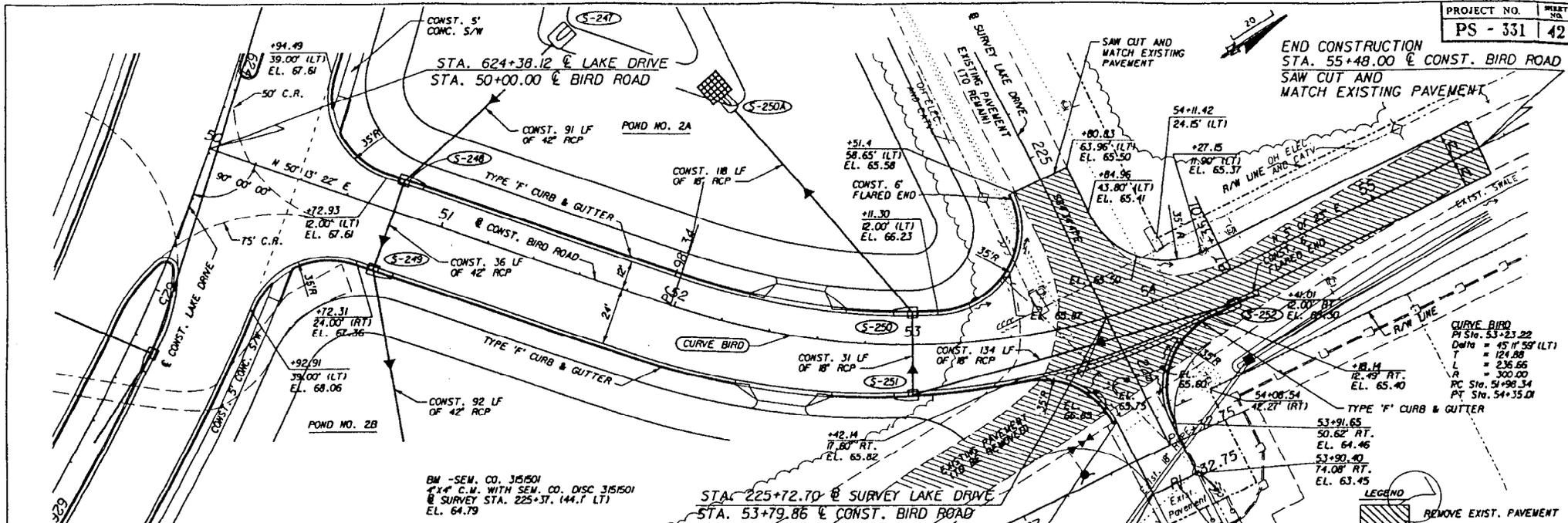
**CURVE CLC-4**  
 PI Sta. 641+13.70  
 Delta = 63°18'23" (LT)  
 D = 6'00" 00.00'  
 T = 588.70  
 L = 1,055.11  
 R = 954.33  
 PC Sta. 635+31.00  
 PT Sta. 645+06.11  
 e = PC



DATE	BY	DESCRIPTION												

DESIGNER	DATE	DRAWN	CHECKED	DATE	APPROVED BY
TCL		TCL	TCL		

**LOCHRANE ENGINEERS - SURVEYORS**  
 LAKE DRIVE PLAN / PROFILE  
 SUPERVISED BY THOMAS C. LOCHRANE, P.E., FL. REG. #2011



DATE	BY	DESCRIPTION									

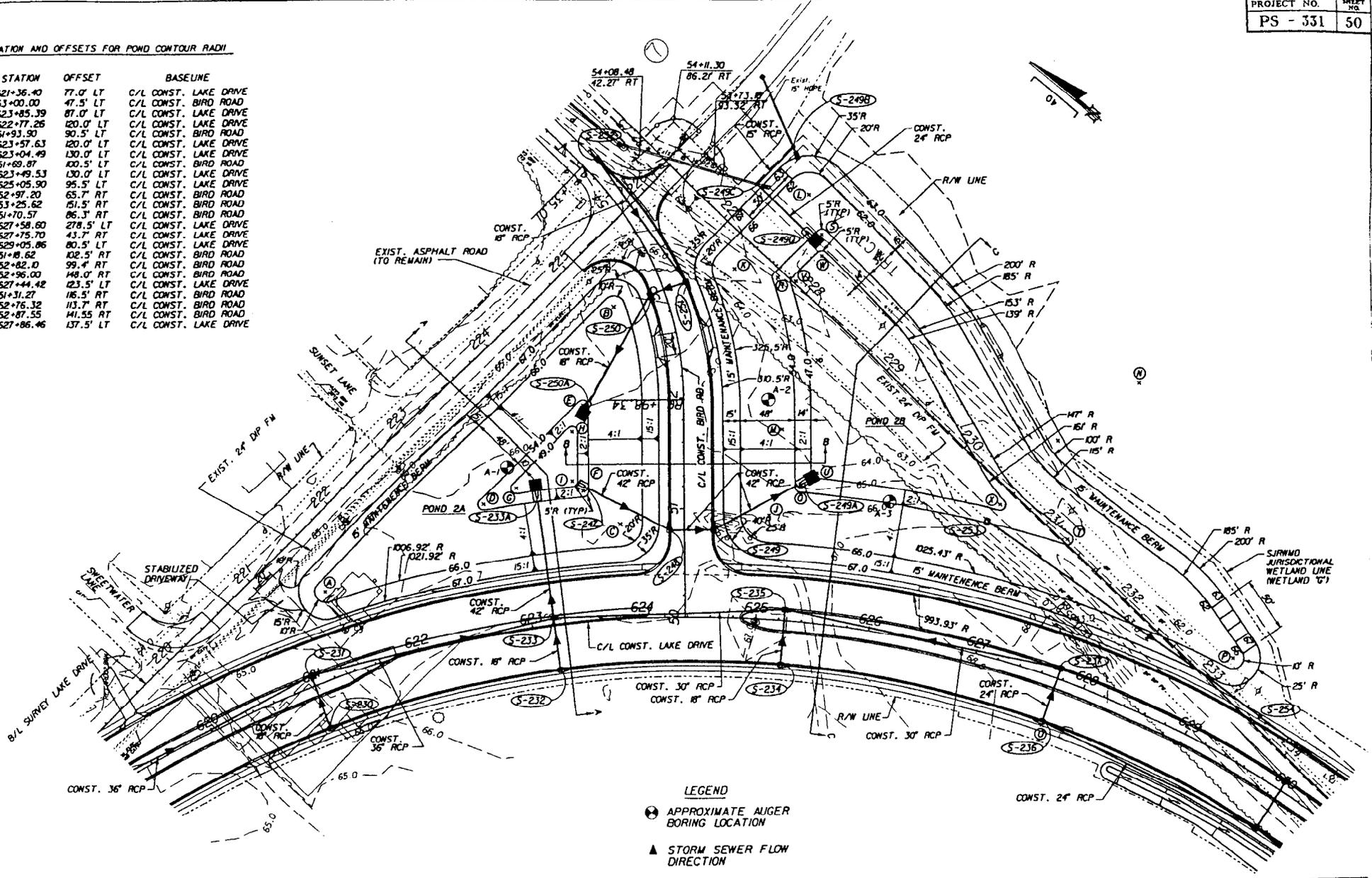
DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE

**LOCHRANE**  
ENGINEERS - SURVEYORS

PLAN / PROFILE  
BIRD ROAD

STATION AND OFFSETS FOR POND CONTOUR RADII

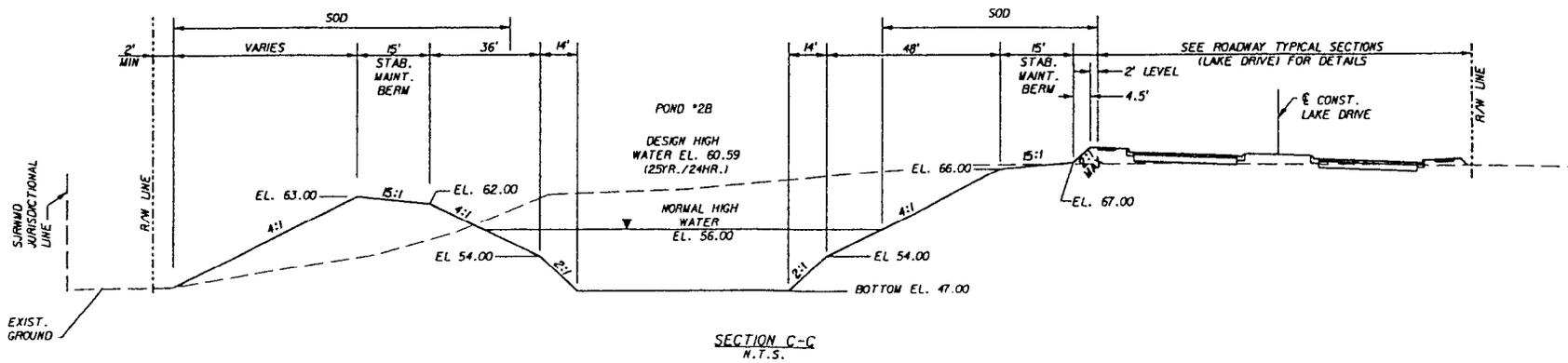
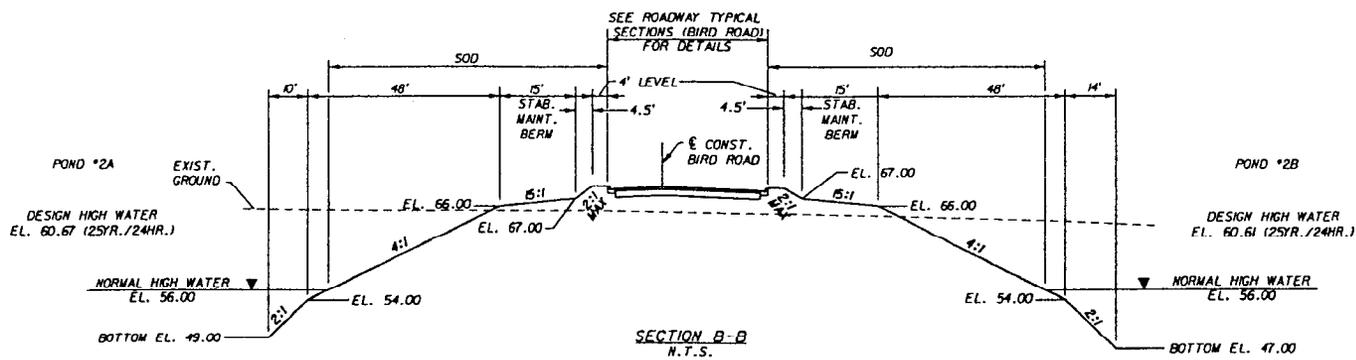
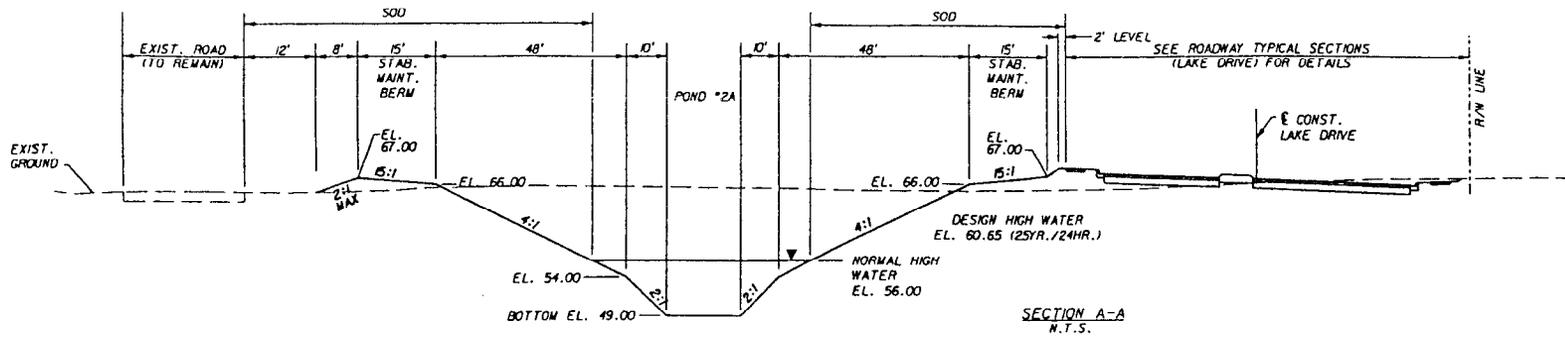
RADIUS POINT	STATION	OFFSET	BASELINE
A	621+36.40	77.0' LT	C/L CONST. LAKE DRIVE
B	53+00.00	47.5' LT	C/L CONST. BIRD ROAD
C	623+85.39	87.0' LT	C/L CONST. LAKE DRIVE
D	622+77.26	120.0' LT	C/L CONST. LAKE DRIVE
E	51+93.90	90.5' LT	C/L CONST. BIRD ROAD
F	623+57.63	120.0' LT	C/L CONST. LAKE DRIVE
G	623+04.49	130.0' LT	C/L CONST. LAKE DRIVE
H	51+69.87	100.5' LT	C/L CONST. BIRD ROAD
I	623+49.53	100.0' LT	C/L CONST. LAKE DRIVE
J	625+05.90	95.5' LT	C/L CONST. LAKE DRIVE
K	52+97.20	65.7' RT	C/L CONST. BIRD ROAD
L	53+25.62	51.5' RT	C/L CONST. BIRD ROAD
M	51+70.57	86.3' RT	C/L CONST. BIRD ROAD
N	627+58.60	278.5' RT	C/L CONST. LAKE DRIVE
O	627+75.70	43.7' RT	C/L CONST. LAKE DRIVE
P	629+05.86	80.5' RT	C/L CONST. LAKE DRIVE
Q	51+18.62	102.5' RT	C/L CONST. BIRD ROAD
R	52+82.10	99.4' RT	C/L CONST. BIRD ROAD
S	52+96.00	148.0' RT	C/L CONST. BIRD ROAD
T	627+44.42	423.5' LT	C/L CONST. LAKE DRIVE
U	51+31.27	185.5' RT	C/L CONST. BIRD ROAD
V	52+76.32	113.7' RT	C/L CONST. BIRD ROAD
W	52+87.55	141.55' RT	C/L CONST. BIRD ROAD
X	627+86.46	137.5' LT	C/L CONST. LAKE DRIVE



**LEGEND**  
 ● APPROXIMATE ALIGER BORING LOCATION  
 ▲ STORM SEWER FLOW DIRECTION

REVISIONS				NAME		DATE		DESIGNED BY		DATE		CHECKED BY		DATE		APPROVED BY	

**LOCHRANE**  
 ENGINEERS SURVEYORS  
 1001 N. W. 10th St., Ft. Lauderdale, FL 33304  
 POND NOS. 2A & 2B

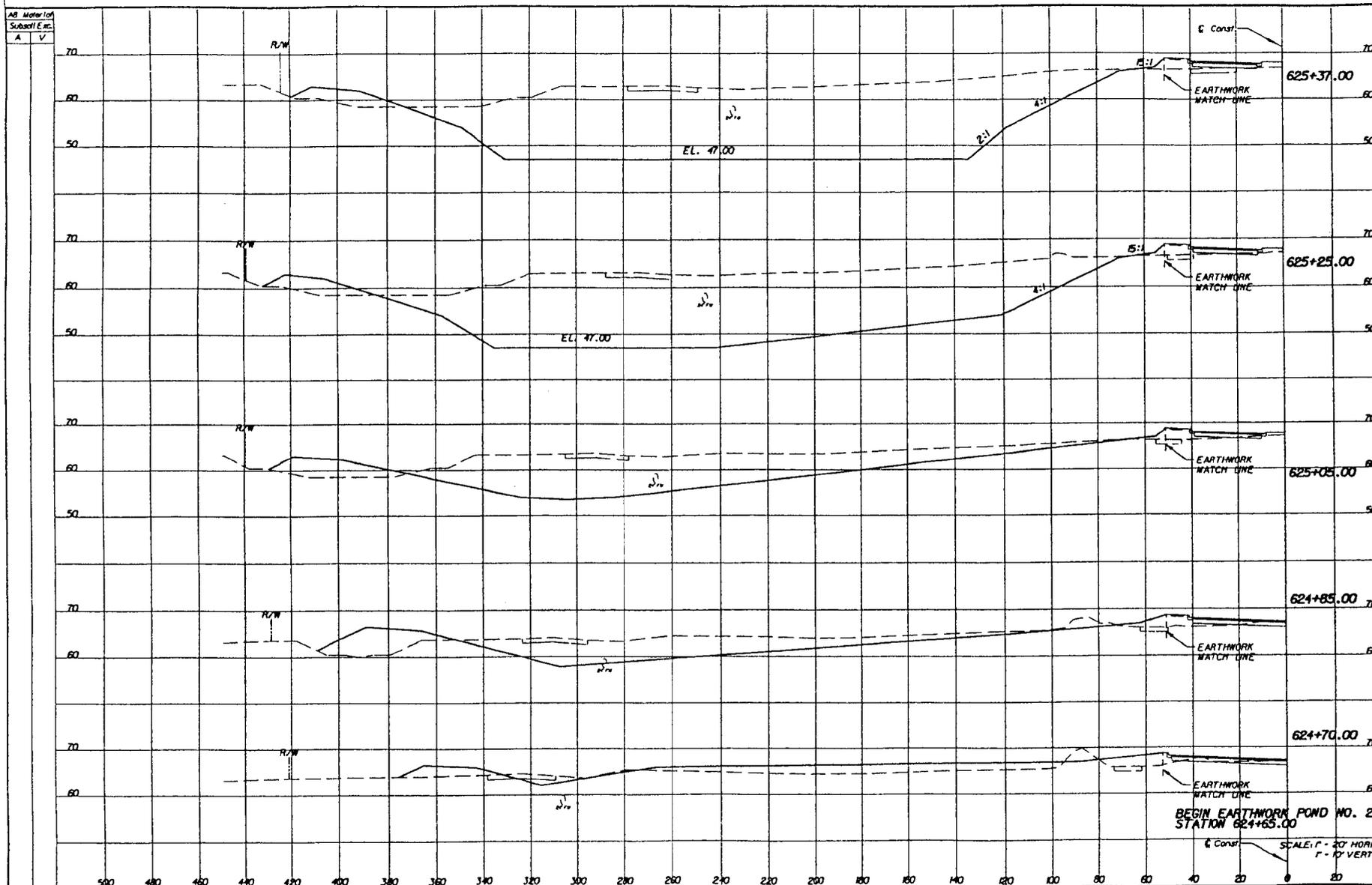


DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY			BY CHIEFS		
SUPERVISED BY THOMAS C. LOCHRANE, P.E., FL. REG. #29111					

**LOCHRANE**  
ENGINEERS - SURVEYORS  
1000 N. ...  
TALLAHASSEE, FLORIDA

POND NOS. 2A & 2B



A2, A3 Material		F III	
Subst. Exc.	Rehy. Exc.	A	V
3796	III		
639	49		
3575	III		
877	106		
1488	174		
813	149		
707	228		
217	175		
73	405		
7	42		
0	0		

REVISIONS			
DATE	BY	DESCRIPTION	DATE

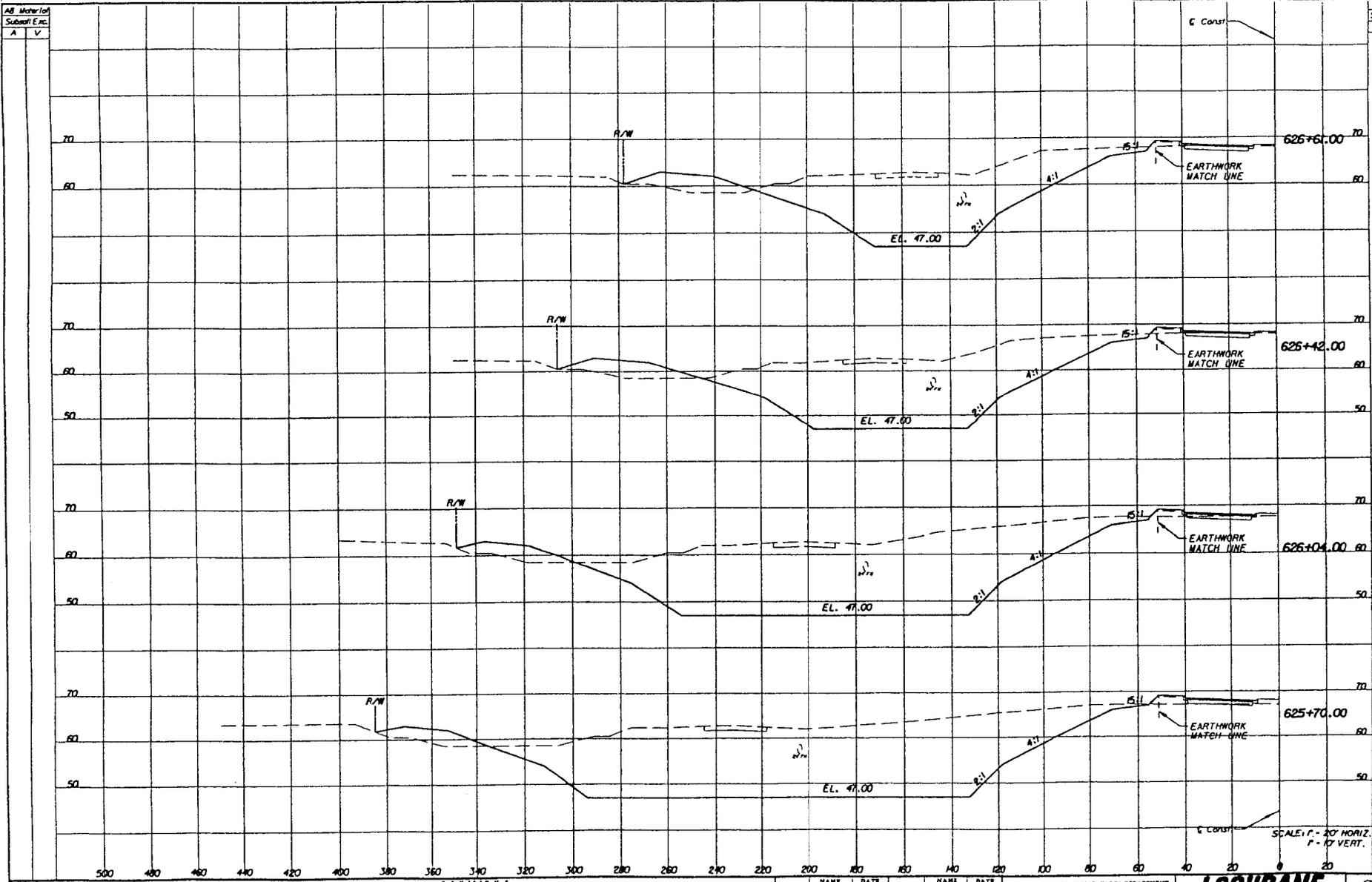
DESIGNED BY CHECKED BY	NAME 	DATE 	DRAWN BY CHECKED BY	NAME 	DATE 
SEABOARD COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION					
APPROVED BY 					
SUPERVISED BY THOMAS G. LOCHRANE, P.E., P.L. REG. #2011					

**LOCHRANE**  
ENGINEERS - SURVEYORS  
100 N. 1st St., Suite 1000, Jacksonville, FL 32202  
Tel: 904.251.1111 Fax: 904.251.1112  
www.lochrane.com

CROSS SECTIONS  
POND NO. 2B

AB Material  
Subtotal E.M.C.

A2, A3 Material  
Subtotal E.M.C. Paved E.M.C. F III



Subtotal E.M.C.	Paved E.M.C.	F III
1480	136	
186	98	
892	42	
3238	175	
2709	107	
3744	138	
3238	112	
4299	136	

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

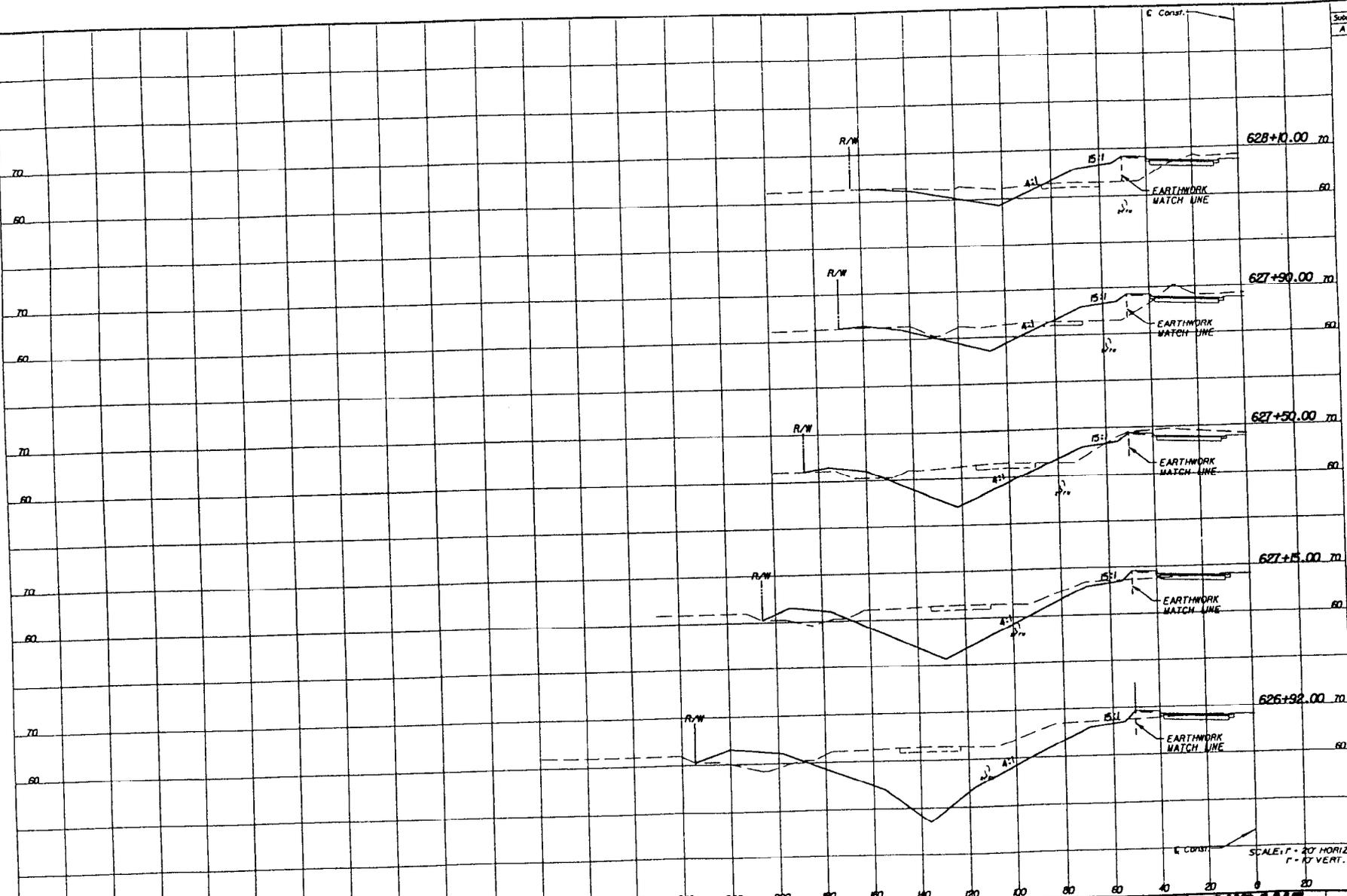
DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
CHECKED BY			CHECKED BY		
APPROVED BY					
SUPERVISED BY THOMAS C. LOCHRANE, P.E., FL. REG. 7098					

**LOCHRANE**  
ENGINEERS - SURVEYORS  
2000 N. W. 11th St., Ft. Lauderdale, Florida 33309  
Phone: (954) 547-1100 Fax: (954) 547-1101

CROSS SECTIONS  
POND NO. 2B

A2 Material  
Subtotal E.M.  
A V

A2, A3 Material  
Subtotal E.M. Propy. E.M. F III  
A V A V A V



A2, A3 Material					
Subtotal E.M.		Propy. E.M.		F III	
A	V	A	V	A	V
		115		115	
			98		84
		148		10	
			325		125
		291		59	
			535		85
		534		72	
			586		76
		842		107	
			1011		MC

DATE		BY		DESCRIPTION		DATE		BY		DESCRIPTION		DATE		BY		DESCRIPTION		DATE		BY		DESCRIPTION	

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ CHECKED AT: \_\_\_\_\_  
 SUPERVISED BY: THOMAS C. LOCHRANE, P.E., P.L. REG. 12018

HEADQUARTERS: CORNETT PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

APPROVED BY: \_\_\_\_\_

**LOCHRANE**  
 ENGINEERS - SURVEYORS  
 100 S. 1st St., Suite 100, Tallahassee, FL 32301  
 PHONE: 904.224.1234 FAX: 904.224.1235

CROSS SECTION:  
 POND NO. 2B

