

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Purchase Agreement for a Perpetual Stormwater Discharge Easement in Conjunction with the Lake Emma Road Improvement Project from Longwood Hills Road to Sand Pond Road. (Danbury Mill Homeowners' Association).

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Jerry McCollum

**EXT:** 5651

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Purchase Agreement for \$54,600 for a Perpetual Stormwater Discharge Easement for the Lake Emma Road Improvement Project from Longwood Hills Road to Sand Pond Road. (Danbury Mill Homeowners' Association, Inc. - Capital Improvement Project #0054101).

District 4 Carlton D. Henley

Jerry McCollum

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**BACKGROUND:**

This Purchase Agreement is for a Perpetual Stormwater Discharge Easement that allows the County to discharge stormwater into a retention/detention pond located on Lake Emma Road, and owned by the Danbury Mill Homeowners' Association. This property is required for stormwater drainage associated with the Lake Emma Road Improvement Project (Longwood Hills Road to Sand Pond Road). The negotiated purchase price of \$54,600 provides for the County's discharging of the stormwater necessary for the road widening project. Funds for this purchase are available in the Fiscal Year 2007/2008 Budget. (Capital Improvement Project #0054101).

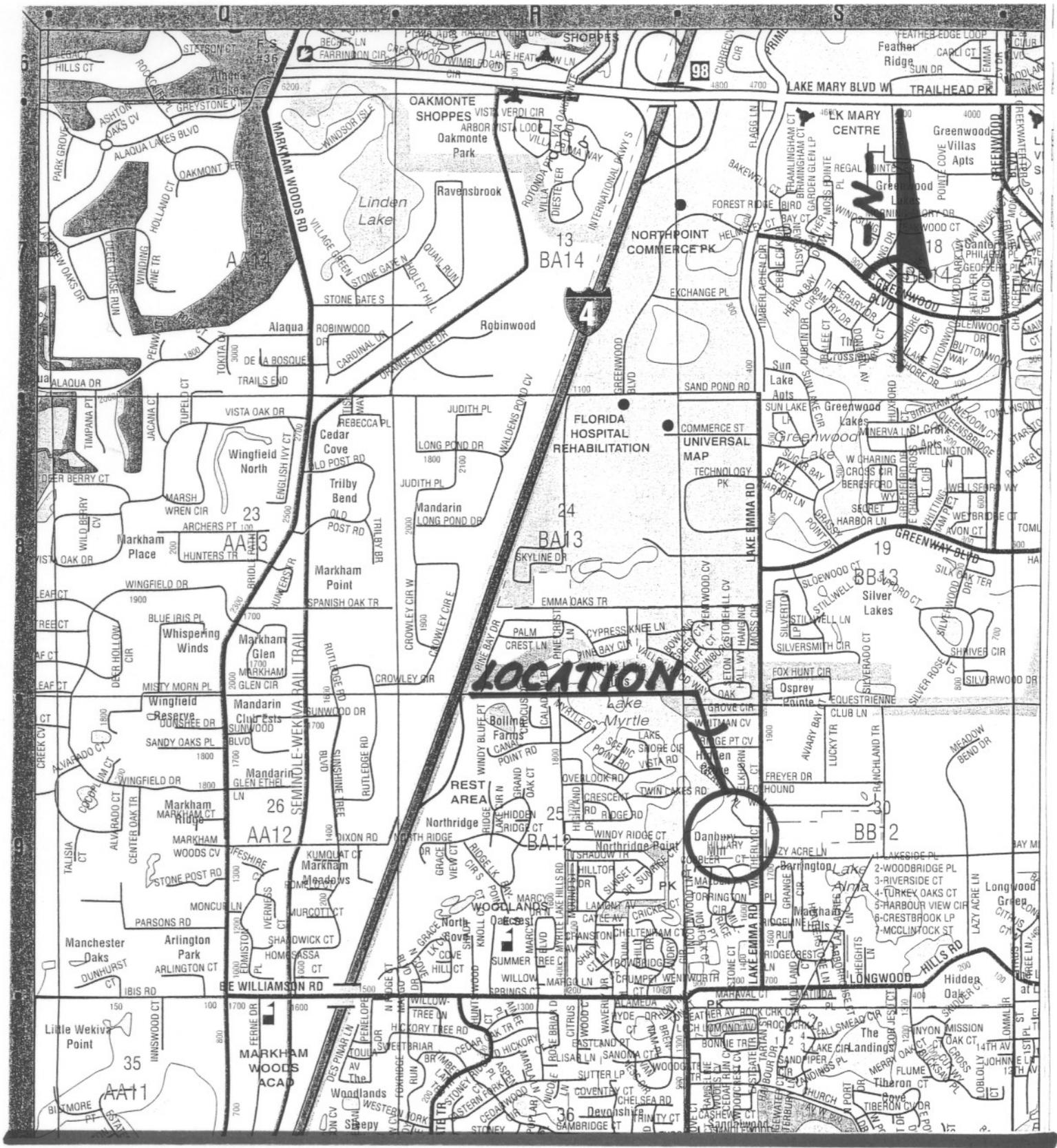
**STAFF RECOMMENDATION:**

Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement for \$54,600 for a Perpetual Stormwater Discharge Easement for the Lake Emma Road Improvement Project from Longwood Hills Road to Sand Pond Road. (Danbury Mill Homeowners' Association).

**ATTACHMENTS:**

1. Location Map
2. Purchase Agreement - Lake Emma Road-Danbury Mill HOA

<b>Additionally Reviewed By:</b> <input checked="" type="checkbox"/> County Attorney Review ( Al Schwarz )
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# LOCATION MAP

## PURCHASE AGREEMENT PERMANENT EASEMENT

**THIS AGREEMENT** is entered into as of the Effective Date by and among DANBURY MILL HOMEOWNERS ASSOCIATION, INC., a non-profit Florida corporation ("**OWNER**"), whose address is: c/o Asset Real Estate, Inc., 4004 Edgewater Drive, Orlando, Florida 32804 and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**COUNTY**") whose address is 1101 East First Street, Sanford, Florida 32771.

### RECITALS:

A. **OWNER** is a Homeowners Association which owns that certain real property located in Seminole County, Florida in a subdivision known as "**Danbury Mill**" and more particularly described as follows ("**Danbury Mill Property**"):

Tract B according to the plat of Danbury Mill Unit One as recorded in Plat Book 30, Pages 92, 93, and 94 of the Public Records of Seminole County, Florida.

B. The **OWNER** shall convey to **COUNTY**, pursuant to this Agreement, a PERPETUAL STORMWATER DRAINAGE EASEMENT (Exhibit A) located in **Danbury Mill** and more particularly described as follows ("**Easement Property**"):

Tract B according to the plat of Danbury Mill Unit One as recorded in Plat Book 30, Pages 92, 93, and 94 of the Public Records of Seminole County, Florida less that portion of Tract B Danbury Mill Unit One, according to the plat thereof as recorded in Plat Book 30, Pages 92, 93, and 94, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Tract B Danbury Mill Unit One, according to the plat thereof as recorded in Plat Book 30, Pages 92, 93, and 94, Public Records of Seminole County, Florida, said point lying on the Westerly right-of-way line of Lake Emma Road, thence N00°13'36"W, along said Westerly right-of-way line 158.13 feet for a POINT OF BEGINNING; thence departing said Westerly right-of-way line S89°46'24"W, 30.00 feet; thence N00°13'36"W, 254.00 feet; thence N89°46'24"E, 30.00 feet to aforementioned Westerly right-of-way line; thence S00°13'36"E, along said Westerly right-of-way line 254.00 feet to the POINT OF BEGINNING.

**Parcel ID Number: 30-20-30-508-0B00-0000**

**See PERPETUAL STORMWATER DISCHARGE EASEMENT attached as Exhibit A.**

C. **Easement Property** is located within the **Danbury Mill Property** and primarily consists of drainage and retention/detention areas maintained by **OWNER** pursuant to the terms and conditions of the Plat of Danbury Mill Unit One as recorded in Plat Book 30, Pages 92, 93, and 94 of the Public Records of Seminole County, Florida, and pursuant to the Declaration of Covenants, Conditions, and Restrictions for Danbury Mill, Seminole County, Florida, as recorded in O.R. Book 1577, Page 1467, *et seq.*, of the Public Records of Seminole County, Florida, as amended and supplemented.

D. **COUNTY** desires to use the **Easement Property** for drainage and stormwater retention/detention for a road widening project and as further described in the PERPETUAL STORMWATER DISCHARGE EASEMENT attached as Exhibit A. **OWNER** desires to allow **COUNTY** to utilize a portion of the **Danbury Mill Property**, otherwise known as the **Easement Property**, all in accordance with the terms and conditions of this Agreement and said PERPETUAL STORMWATER DISCHARGE EASEMENT.

**NOW, THEREFORE**, in consideration of the foregoing and or other valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Purchase Price and Conditions.



a. The **OWNER** agrees to sell and convey the **Easement Property** by a Perpetual Stormwater Drainage Easement unto **COUNTY** for the sum of FIFTY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$54,600.00). 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 Permanent Easement 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 as well as all expenses and the costs, other than those costs set forth in Section 2.b. above, to prepare, secure and/or record instruments necessary to provide easement unto **COUNTY**, if any.

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**.

e. **COUNTY** shall pay to the **OWNER** the sum as described in Section 2.a. 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.

f. **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**.

g. 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.

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

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

j. 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 full compensation 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.

k. 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.

### 3. Grant of Easement - Danbury Mill Property.

a. *Grant.* Subject to the provisions and limitations contained in this Agreement, **OWNER** hereby grants to **COUNTY** a perpetual easement under, across, on and above the **Danbury Mill Property**, otherwise known as the **Easement Property**.

b. *Purpose.* The purpose of this PERPETUAL STORMWATER DISCHARGE EASEMENT shall be limited to the discharge of stormwater and the

access to, entry upon, installation, construction, operation, location, maintenance, and/or repair of equipment, structures, facilities, and appurtenant structures/facilities, including but not limited to outfall structures, drainage pipes, lines, cable, conduit, ditches, detention/retention, percolation and/or disposal areas or any combination thereof (the "**Improvements**") necessary to permit **COUNTY** to drain stormwater runoff from Lake Emma Road into **County Property, Easement Property** and/or **Danbury Mill Property** for the benefit of the **COUNTY** and the public as depicted in the PERPETUAL STORMWATER DISCHARGE EASEMENT attached as Exhibit A. Notwithstanding the foregoing, **COUNTY** shall locate the **Improvements** in accordance with plans and specifications submitted to and approved by **COUNTY** (the "**Plans**") and in accordance with all applicable codes and ordinances.

c. *Interference.* The **OWNER** shall continue to maintain its drainage and detention/retention areas within the area encumbered by the PERPETUAL STORMWATER DISCHARGE EASEMENT as referenced in Recital C. above. However, the **OWNER** shall not do or permit any maintenance, act or acts or that will unreasonably prevent or hinder the rights granted **COUNTY** in this Agreement. **COUNTY**, for itself, the public and its successors and assigns, shall not do or permit any act or acts that unreasonably prevents or hinders the use of **Danbury Mill Property**, the Lots, and other common areas in **Danbury Mill** for the purposes for which they are intended. To further minimize possible interference, after installation of the **Improvements**, **COUNTY** shall provide prior advanced notice to **OWNER** before **COUNTY** performs any work to the **Improvements** outside of normal or emergency maintenance.



d. *Repair.* **COUNTY** shall repair at **COUNTY'S** sole expense any damage caused by **COUNTY** during the installation, operation and maintenance of the **Improvements** upon the **Easement Property**. The **COUNTY** shall restore the above-ground portion of the **Easement Property** and any other damaged or disturbed property or improvement to its condition immediately prior to such installation, operation or maintenance which caused the damage or disruption. Such repairs shall be accomplished to the reasonable satisfaction of **OWNER** and shall be subject to inspection by **OWNER** and its agents. The obligation to restore any damage caused by the **COUNTY** during the installation, operation and maintenance of the **Improvements** upon the **Easement Property** shall include but not be limited to the installation of live, healthy plant life and sod, the leveling of disturbed earth and the clean up and removal of all spills and spill byproducts.

e. *Indemnification.* The **COUNTY** agrees to indemnify and hold harmless the **OWNER** 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 from the **COUNTY'S** activities conducted pursuant to the PERPETUAL STORMWATER DISCHARGE EASEMENT attached as Exhibit A to the extent allowed by Section 768.28, Florida Statutes. This Agreement by **COUNTY** to indemnify and hold the **OWNER** harmless shall include all charges, expenses and costs, including attorney's fees incurred by the **OWNER** on account of or by reason of such injuries,

damages, liability, claims, suits or losses. The **OWNER** shall not be deemed to assume any liability for the acts, omissions, or negligence of the **COUNTY** during construction, functional maintenance, or other work performed pursuant to the PERPETUAL STORMWATER DISCHARGE EASEMENT attached as Exhibit A of this Agreement hereunder by the **COUNTY**. Notwithstanding anything herein to the contrary, in no event shall the **COUNTY** waive sovereign immunity provided by Section 768.28, Florida Statutes.

f. *Insurance.* The **COUNTY** shall provide insurance and/or self-insurance coverage in a form and amount sufficient to protect the interest of the **OWNER** with respect to the **COUNTY'S** activities, uses or responsibilities provided for in this Agreement.

3. Approvals and Representations. **OWNER** warrants and represents it has taken all steps and obtained all prior written approvals from the Board of Directors and/or from any other governing body which are necessary to permit **OWNER** to grant to **COUNTY** the **Easement Property** for the purposes stated herein. The undersigned persons signing on behalf of the parties to this Agreement each represents that (s)he is the designated officer or general partner acting for the parties; that the undersigned has the authority on behalf of the **OWNER'S** (association's) members to execute this Agreement as the rules of the **OWNER** (association) and by law; that this document has been reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the representative entity has likewise authorized the undersigned to bind the parties to the terms and conditions contained in this Agreement.

4. Notices. All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including overnight courier service such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

Association: Danbury Mill Homeowners Association, Inc.  
C/o Asset Real Estate, Inc.  
4004 Edgewater Drive  
Orlando, Florida 32804

with copy to: James E. Olsen, Esq.  
Wean & Malchow, P.A.  
646 East Colonial Drive  
Orlando, Florida 32803

County: Seminole County  
Attention: Jerry McCollum, P.E., County Engineer  
520 West Lake Mary Boulevard  
Sanford, Florida 32773

Notice shall be deemed to have been given upon the earlier of receipt by recipient or delivery to a courier, or postmark by the U.S. Postal Service.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties. The same may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the matters set forth in this Agreement are merged in this Agreement which alone fully and completely expresses their understanding.

6. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

8. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

9. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, permitted assigns and legal representatives.

10. Counterparts. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original.

11. Effective Date. The effective date (the "**Effective Date**") of this Agreement shall be the date on which all parties have signed this Agreement and all parties have accepted and initialed the changes, if any, proposed by the other(s).

12. Recording of Easement. The parties hereto agree that an executed original of the **PERPETUAL STORMWATER DISCHARGE EASEMENT** attached as Exhibit A shall be recorded, at **COUNTY's** expense, in the Public Records of Seminole County, Florida.

*[Balance of this page intentionally blank; signatory page follows]*

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

ATTEST:

DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.  
a Florida non-profit corporation

Gerri Moy  
GERI MOY, as its Secretary

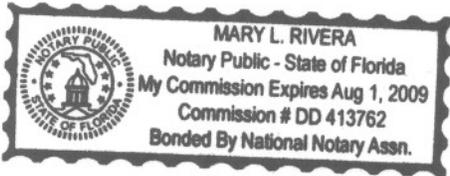
By: Richard Rome  
RICHARD ROME, as its President

(CORPORATE SEAL)

Date: 9/20/07

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on 9/20, 2007, by RICHARD ROME and GERI MOY, as President and Secretary, respectively of Danbury Mill Homeowners' Association, Inc., a not-for-profit 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.



Mary L. Rivera  
Print Name Mary L. Rivera  
Notary Public in and for the County \_\_\_\_\_  
and State Aforementioned \_\_\_\_\_  
My commission expires: 8/1/2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

Maryanne Morse  
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. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2007, regular meeting.

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

AHS/dre  
6/6/07

Attachment - Exhibit A - Perpetual Stormwater Discharge Easement  
P:\USERS\DEJGEM\DOCUMENTS\AGT\ DANBURY MILLS PURCHASE AGREEMENT REVISED.DOC

THIS INSTRUMENT PREPARED BY:  
A. HERBERT SCHWARZ  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

EXHIBIT A

**PERPETUAL STORMWATER DISCHARGE EASEMENT**

**THIS EASEMENT** is made and given this \_\_\_\_ day of \_\_\_\_\_, 2007, by DANBURY MILL HOMEOWNERS ASSOCIATION, INC., c/o Asset Real Estate, Inc, whose address is 4004 Edgewater Drive, Orlando, Florida 32804, hereinafter collectively referred to as GRANTOR, to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

The GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual easement to discharge stormwater from Lake Emma Road right of way at a volume of 2.64 acre-feet and a discharge rate of 6.63 cfs, for runoff from a two lane roadway extending 1,950 feet between Station 10+00 to Station 29+50 and 1.43 acre-feet at a discharge rate of 3.79 cfs for a four (4) lane roadway extending 922 feet from Station 19+08 to Station 27+30 with full authority to access, enter upon, use, install, construct, operate, locate, maintain, and/or repair equipment, structures, facilities, and appurtenant structures/facilities, including but not limited to outfall structures, drainage pipes, lines, cable, conduit, ditches, retention/detention, percolation and/or disposal areas or any combination thereof, over, under, and through the following described lands situated in Seminole County, State of Florida to wit:

Tract B according to the plat of Danbury Mill Unit One as recorded in Plat Book 30, Pages 92, 93, and 94 of the Public Records of Seminole County, Florida less that portion of Tract B Danbury Mill Unit One, according to the plat thereof as recorded in Plat Book 30, Pages 92, 93, and 94, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Tract B Danbury Mill Unit One, according to the plat thereof as recorded in Plat Book 30, Pages 92, 93, and 94, Public Records of Seminole County, Florida, said point lying on the Westerly right-of-way line of Lake Emma Road, thence N00°13'36"W, along said Westerly right-of-way line 158.13 feet for a POINT OF BEGINNING; thence departing said Westerly right-of-way line S89°46'24"W, 30.00 feet; thence N00°13'36"W, 254.00 feet; thence N89°46'24"E, 30.00 feet to aforementioned Westerly right-of-way line; thence S00°13'36"E, along said Westerly right-of-way line 254.00 feet to the POINT OF BEGINNING.

**Parcel ID Number: 30-20-30-508-0B00-0000**

**TO HAVE AND TO HOLD** the same unto GRANTEE, its successors and assigns forever.

The **GRANTEE** herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement trees, undergrowth, and other obstructions that impede the stormwater flow from Lake Emma Road, including any obstructions that may interfere with the access to, use, installation, construction, operation, location, maintenance, and/or repair of equipment, structures, facilities, and appurtenant structures/facilities, including but not limited to outfall structures, drainage pipes, lines, cable, conduit, ditches, retention/detention, percolation and/or disposal areas or any combination thereof, from Lake Emma Road installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the aforementioned access to, use, installation, construction, operation, location, maintenance, and/or repair of equipment, structures, facilities, and appurtenant structures/facilities, including but not limited to outfall structures, drainage pipes, lines, cable, conduit, ditches, retention/detention, percolation and/or disposal areas or any combination thereof.

The **GRANTOR** shall be permitted<sup>Xo</sup> install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping as well as maintain its drainage and retention/detention areas within the easement area provided that it does not interfere with the GRANTOR'S access, entry, repair, installation, construction, operation, location, maintenance, and/or use described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impeded the purpose or utility of the easement.

The **GRANTEE** agrees to indemnify and hold harmless the GRANTOR 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 from the GRANTEE'S activities conducted pursuant to this easement to the extent allowed by Section 768.28, Florida Statutes. The GRANTEE'S responsibility to indemnify and hold the GRANTOR harmless shall include all charges, expenses and costs, including attorney's fees incurred by the GRANTOR on account of or by reason of such injuries, damages, liability, claims, suits or losses. The GRANTOR shall not be deemed to assume any liability for the acts, omissions, or negligence of the GRANTEE during construction, functional maintenance, or other work performed pursuant to this easement by the GRANTEE. Notwithstanding anything herein to the contrary, in no event shall the GRANTEE waive sovereign immunity provided by Section 768.28, Florida Statutes.

The **GRANTOR** contracts with the GRANTEE that: the GRANTOR lawfully owns the land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the land and will defend the land against the lawful claims of all persons; the land is free and

clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

IN WITNESS WHEREOF, the GRANTOR has executed this deed of easement on the day and year first above written.

ATTEST:

**DANBURY MILL HOMEOWNERS' ASSOCIATION, INC.**  
a Florida non-profit corporation

Geri moy  
GERI MOY, as its Secretary

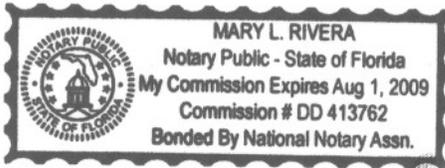
By: Richard Rome  
RICHARD ROME, as its President

(CORPORATE SEAL)

Date: 9/20/07

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on 9/20, 2007, by RICHARD ROME and GERI MOY, as President and Secretary, respectively of Danbury Mill Homeowners' Association, Inc., a not-for-profit 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.



Mary L. Rivera  
Print Name Mary L. Rivera  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 8/1/2009

ACCEPTED ON BEHALF OF GRANTEE BY:

ATTEST:

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

Maryanne Morse  
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. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2007, regular meeting.

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

AHS/dre  
05/30/07