



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, County Attorney

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http://www.ocfl.net

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 16 2013 NP/JM

MEMORANDUM

TO: Mayor Teresa Jacobs
and
County Commissioners
FROM: Jeffrey J. Newton, County Attorney
Henry M. Brown, Assistant County Attorney
Contact: (407) 836-7320
DATE: June 28, 2013
RE: Consent Agenda Item for July 16, 2013
Deborah Mitchell v. Orange County, Florida
Case No. 2005-CA-10561-O, Div. 40

This Memorandum discusses a proposed Settlement Agreement and requests Board approval of the Settlement Agreement and authorization for Mayor Teresa Jacobs to execute the Settlement Agreement.

A. Statement of the Case

This case involved a seven-count complaint against the County for breach of easement, trespass, and inverse condemnation. The Plaintiff sought attorney fees and costs against the County. The case alleged flooding by overburdening of an existing County-owned outfall ditch easement. The damages were alleged to exceed \$15,000.

B. Analysis of Settlement

- 1. The settlement is in the best interests of Orange County because:
a. The County makes no monetary payments to any party in this case.
b. The County receives a reconstruction and realignment of the County-owned Mitchell Ditch with all material and labor costs paid by the Eagle Creek Developer and HOA.
c. The County incurs no liability for payment of any party's attorney's fees and costs.
d. The County is responsible for its own attorney's fees and costs. To date, the County's in-house attorneys have performed all legal work with limited litigation costs incurred.

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys
Robert D. Guthrie
Edward M. Chew

Assistant County Attorneys
Roberta Alfonso
Linda Brehmer Lanosa
Henry Brown
Anthony Cotter
Dana Crosby-Collier
P. Andrea DeLoach
Whitney E. Evers
Wanzo Galloway, Jr.
Georgiana Holmes
Peter A. Lichtman
Lila I. McHenry
Vivien J. Monaco
Scott Shevenell
William Turner

Legal Administrative Supervisor
Anna M. Caban

Paralegals
Kimberly Cundiff
Cathy Saravanja, CP
Maria Vargas, ACP

- e. After reconstruction of the Mitchell Ditch and one warranty year which includes maintenance, the County will resume maintenance obligations. This is a County obligation regardless of the Settlement Agreement.
2. Under the Settlement Agreement, the Plaintiff, Mitchell, receives benefits and liabilities:
 - a. Mitchell receives a reconstructed and realigned ditch on her property with all costs paid by the Eagle Creek HOA and Developer.
 - b. Mitchell receives an upgrade of landscaping with all costs paid by the HOA and Developer.
 - c. Mitchell receives an allowance not to exceed \$10,000 to reconstruct a gated wall/fence across the 30-foot wide easement. This cost is paid by the HOA and Developer.
 - d. Mitchell acknowledges the validity of the County's easement.
 - e. Mitchell agrees that the HOA and Developer may increase the flow in the ditch up to 18cfs under a soon-to-be-modified SFWMD permit.
 3. The HOA and Developer receive benefits and liabilities:
 - a. The HOA and Developer receive an additional flow of 18cfs discharging through the Mitchell Ditch. This satisfies a SFWMD permit requirement allowing the next stage of development in Eagle Creek.
 - b. The HOA and Developer incur the costs and responsibilities discussed above.

C. Conclusion

For the reasons stated above, County staff recommends Board Approval and execution by Mayor Jacobs.

ACTION REQUESTED: Approval of Settlement Agreement in the case of *Deborah Mitchell v. Orange County, Florida*, Case No. 2005-CA-10561-O.

HMB:vkb
Attachment

Copy: Ajit Lalchandani, County Administrator
Edward M. Chew, Senior Assistant County Attorney
Raymond Williams, P.E., Chief Engineer, Public Works Engineering
William K. Hurt, Jr., Assistant Manager, Real Estate Management

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 16 2013 NP/JM

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

CASE NO. 2005-CA-10561-O
DIVISION 40 (Judge A. Thomas Mihok)

DEBORAH MITCHELL,

Plaintiff,

vs.

ORANGE COUNTY, FLORIDA,
a political subdivision of the
State of Florida, et al.,

Defendants.

_____ /

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into as of the “**Effective Date**” as herein later defined, among Plaintiff, **DEBORAH MITCHELL (“Mitchell”)**, and Defendants, **ORANGE COUNTY, FLORIDA (“County”)**, **EAGLE CREEK DEVELOPMENT CORPORATION (“Developer”)** and **HOMEOWNERS ASSOCIATION OF EAGLE CREEK, INC. (“HOA”)**.

RECITALS

WHEREAS, Mitchell owns real property more particularly described as: The South half of the following described real property:

Begin at an iron stake 1347.5 feet South and 30 feet East of the Northwest corner of Section 28, Township 24 South, Range 31 East, run thence East 401.36 feet to a stake on the shore line of Lake Hart; run thence Southeasterly 346.64 feet along said shore line to a stake; run thence due West 455 feet to an iron stake in the right of way line of the graded road between Section 28, and Section 29 of said Township and Range; run thence due North 342.5 feet to the point of beginning.

Subject to restrictions and easement of record, if any.

(the “**Mitchell Property**”)

WHEREAS, the County is the beneficiary of an Outfall Ditch Easement recorded at Book 194, Page 619, Public Records of Orange County, more particularly described as:

South 30 feet of the North 1690 feet of the NW 1/4 West of Lake Hart, in Section 38, Township 24 South, Range 31 East of the Public Records of Orange County, Florida.

(the “**Easement**”);

WHEREAS, the County’s Easement encumbers the south 30 feet of the Mitchell Property located at 13315 Kirby Smith Road for drainage purposes;

WHEREAS, Developer is the developer of and owns real property within a mixed-use development, which is known as the Eagle Creek Subdivision (“**Development**”);

WHEREAS, the Developer developed the Development, including the drainage system (“**Development Drainage**”);

WHEREAS, the HOA owns and/or operates portions of the Development, including, without limitation, the Development Drainage;

WHEREAS, the Development Drainage is permitted by the South Florida Water Management District (“**SFWMD**”) to discharge into the open ditch located in the Easement;

WHEREAS, the Mitchell property drains into the open ditch located in the Easement;

WHEREAS, Mitchell, County, Developer and HOA have asserted claims and defenses to the Easement, the Mitchell Property, and the Development Drainage by, between and among them as presented in the instant litigation styled *Deborah Mitchell v. Orange County, Florida, a political subdivision of the State of Florida, et al.*, Case Number 05-CA-10561, filed in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (“**Litigation**”); and

WHEREAS, to avoid the expense and uncertainty of the Litigation, Mitchell, County, Developer and HOA voluntarily enter into this Agreement, setting forth certain rights and responsibilities with respect to the reconfiguration, modification and continuing maintenance of the open ditch drainage system constructed in the Easement.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, and based on the mutual promises and conditions contained herein, including the resolution of the expense and uncertainty of the Litigation, Mitchell, County, Developer and HOA agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by this reference and made a part of this Agreement as if set forth herein.

2. **Open Ditch Drainage System.**

The existing open ditch drainage system constructed in the Easement is permitted to drain a 365± acre contributing drainage basin both east and west of, and including a segment of, Kirby Smith Road. Portions of the Mitchell Property, the Development and a segment of Kirby Smith Road are located in the drainage basin.

SFWMD Permit No. 48-02207-P (as now or hereafter amended, the “**SFWMD Permit**”) authorizes the discharge conveyance rate of 24 cfs for the 25-year/24-hour storm event.

Developer shall seek a modification of the SFWMD Permit that allows for: (i) an additional discharge of no more than 18 cfs into the open ditch drainage system constructed in the Easement; and (ii) allows for the reconfiguration and modification of the open ditch drainage system constructed in the Easement and the drainage pipe culvert system under Kirby Smith Road as indicated on the those certain plans (the “**Plans**”), prepared by Pegasus Engineering, LLC, and dated October, 2012, subject to reasonable modifications to such plans as required by SFWMD in connection with the issuance of the requested modification to the SFWMD Permit (the “**Permit Modification**”; the SFWMD Permit as modified by the Permit Modification is hereinafter referred to as the “**Modified Permit**”) and reasonable County plan review comments , provided that such modifications do not materially and adversely affect the Mitchell Property, the Development Drainage and/or Kirby Smith Road. The Plans are attached hereto as **Exhibit “A”** and incorporated herein by reference, and upon issuance, the Permit Modification shall be attached hereto as **Exhibit “B”** and incorporated herein by reference as though originally attached at the time this Agreement was made.

3. **Necessary Maintenance.**

Without any party admitting the allegations of fault, claims, and defenses in the Litigation, the parties acknowledge that the open ditch drainage system is in need of maintenance work.

4. **Developer Obligations:** Developer shall:

- (a) Reconfigure, regrade and modify the open ditch drainage system, the adjacent area of the Mitchell Property and the drainage pipe culvert under Kirby Smith Road in substantial accordance with the Plans and the Modified Permit (such reconfiguration, regrading and modification, together with the regrading/resodding described in Paragraph 4(d) below, the “**Work**”).
- (b) Contract with a licensed contractor to perform the Work. The contractor or Developer shall warranty the Work against defects for a period of one (1) year. In the event any defects in workmanship or materials are discovered during the one (1) year warranty period, Developer shall fix or repair, or cause its contractor to fix and repair, the defect(s) at Developer’s sole cost and expense.
- (c) Pay all construction costs and change order costs related to the Work.

- (d) Re-sod all disturbed areas with
 - i. St. Augustine grass the full length of the drainage ditch up to the northern edge of the portion of the drainage ditch which has a slope of 2:1; and
 - ii. native Florida Bahia sod the full length of the drainage ditch starting at the northern edge of the portion of the drainage ditch which has a slope of 2:1 and continuing south toward the southern boundary of the Easement and the Mitchell Property.
- (e) Give Mitchell thirty (30) days' written notice to remove the thirty (30) feet of wall/fence across the Easement at the Mitchell Property's west property line prior to commencement of the Work.
- (f) Pay Mitchell the expense for the demolition, construction, and reconfiguration of the 30-foot wall, 20-foot gate, and fence at the west property line of the Mitchell Property in the amount of actually incurred by Mitchell as evidenced by a receipt issued by a licensed contractor, provided that the total amount to be paid by Developer to Mitchell shall not exceed \$10,000.
- (g) Within thirty (30) days from the date of this Agreement apply for and thereafter diligently pursue the issuance of the Permit Modification and any and all other required permits and approvals. Promptly commence the Work within forty-five (45) days following issuance of the Permit Modification and any and all other required permits and approvals and recording of the Temporary Construction Easement Agreement referenced below, and, once commenced, continuously and diligently prosecute the Work to completion, all in accordance with the Plans (as provided in Paragraph 2 above). The foregoing notwithstanding, the failure of the Developer to prosecute the Work, once commenced, for a period of ten (10) or more continuous days shall constitute a default under the terms of this Agreement. The Work shall be completed no later than one hundred-eighty (180) days following commencement. Developer's obligations as set forth in this clause shall be subject only to acts of God or other conditions beyond Developer's reasonable control, including, without limitation, strikes, war, governmental restrictions, governmental or judicial action/inaction, and adverse weather conditions, and all time frames set forth herein shall be tolled during the continuation thereof.
- (h) Provide the County with periodic construction reports at regular intervals reasonably established by County and Developer. The County shall be entitled at all times to inspect the Work.
- (i) Prepare and submit as-built certification of the Work to SFWMD.

5. **Mitchell Obligations:** Mitchell shall:

- (a) Acknowledge, by execution and delivery of an Amendment of Easement, in form and content reasonably acceptable to the parties, which may be recorded by

Developer in the Public Records of Orange County, Florida, at the expense of Developer:

- i. the validity of the Easement, as recorded in Plat Book 194, Page 619, of the Public Records of Orange County, Florida;
- ii. that the reconfigured and modified drainage ditch is permitted to accommodate an increased flow of no more than 18 cfs, in addition to the initial permitted 24 cfs;
- iii. the County's right of access for maintenance across the Easement, including, without limitation, provisions that note that the gate may contain a lock, provided that the County shall be provided with a key or combination thereto to permit access;
- iv. the duty of the County to maintain the Easement consistent with County standards, and the remedies of Mitchell in the event the County shall refuse or fail to maintain the Easement in accordance with the terms of the Amendment of Easement; and
- v. the right of Developer, HOA and the County to drain into the drainage ditch in accordance with the SFWMD Permit.

The form of the Amendment of Easement shall be agreed upon by the parties within forty-five (45) days from the date of this Agreement, the final form of which shall be attached hereto as Exhibit "C" and incorporated herein by reference as if originally attached at the time this Agreement was made.

- (b) Execute and deliver a Temporary Construction Easement Agreement, in form and content reasonably acceptable to the parties, to allow Developer and its contractors and designees a right of entry on her Property to perform the Work. The Temporary Construction Easement Agreement shall be agreed upon by the parties within forty-five (45) days from the date of this Agreement, the final form of which shall be attached hereto as Exhibit "D" and incorporated herein by reference as if originally attached at the time this Agreement was made.
- (c) Remove, within thirty (30) days after written notice from Developer, at Mitchell's cost (subject to reimbursement from Developer as provided in Paragraph 4(g) above, the entire existing wall/fence across the thirty-foot wide Easement at the west property line of the Mitchell Property to accommodate the performance of the Work.
- (d) Install (following completion of the Work) and maintain a wall/fence across the thirty-foot easement at Mitchell's west property line. However, any wall/fence across the Easement shall include a twenty-foot wide access gate to ensure future access for County maintenance activities. The gate may contain a lock, provided that the County shall be provided with a key or combination thereto to permit access.
- (e) Be responsible for all costs and expenses in connection with the demolition, construction and reconfiguration of the fence/gate at the west property line of the Mitchell Property that exceed the fence/gate payment by Developer in Paragraph 4(f)

above.

6. **County Obligations:** County shall:
 - (a) Retain ownership of the Mitchell Easement burdening the Mitchell Property as described in Book 194, Page 619 of the Public Records of Orange County, Florida.
 - (b) Execute and deliver the Amendment of Easement.
 - (c) Following the completion and acceptance of the Work, which acceptance shall not be unreasonably withheld, the County shall be responsible for continuing maintenance of the Easement and all drainage structures in accordance with the Amendment of Easement.
7. **Joint Stipulation.** Mitchell, County, Developer and HOA shall execute a Joint Stipulation for approval of this settlement of the Lawsuit and seek a Court Order approving the same and dismissing with prejudice all claims between the parties.
8. **Release.** Upon the entry of the Order referred in Paragraph 7 above, each party hereto hereby releases and forever discharges the other from those claims raised in Litigation or any claim that could have been raised in Litigation as to all claims relating to Mitchell Property, Easement and Development Drainage existing prior to the effective date of this Agreement.

Specifically, with the exception of any claim arising from a breach of this Agreement, or any future claim arising from the Property, the Easement and the Development Drainage, each party does hereby remise, release, acquit, satisfy and forever discharge the other of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, in tort or in contract or under any statute or regulation, and any other claim for loss, damage or assessment which the releasing party has or might have, whether or not heretofore asserted, and whether known or unknown, which the releasing party ever had or now has against the other parties or their respective heirs, executors, administrators, successors and assigns (and, with respect to such entities, their respective officers, directors, stockholders, partners, employees, and affiliates), arising solely out of the claims arising from, relating to or concerning the Property, Easement or Development Drainage which were brought, or could have been brought in the Litigation.

9. **Attorneys' Fees and Costs.** Each party shall bear their own attorney fees and costs with respect to this Agreement and the Litigation. Should any party be required to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs for the prosecution of the action.
10. **County Authority.** This Agreement is a County Staff negotiated settlement agreement

subject to the approval of the Orange County Board of County Commissioners (“BCC”). County Staff agrees to seek BCC approval at the next available regularly scheduled BCC meeting following execution of this Agreement by Mitchell and Developer. In the event that the BCC does not approve the settlement agreement, then this Agreement shall be null and void.

11. **Date of Agreement and Acceptance.** The Effective Date of this Agreement shall be the date that the last party to this Agreement executes this Agreement.
12. **Amendment and Waiver.** This Agreement may not be amended or modified, or any provision hereof waived, at any time except by an instrument in writing executed by all of the parties hereto. A waiver or breach hereunder shall not act nor be deemed as a waiver of a subsequent breach or default.
14. **Assignment.** This Agreement and the duties and obligations and rights granted hereunder or imposed hereby are not assignable without the prior written consent of all parties to this Agreement. Such consent may be granted by any party or withheld by any party for any reason. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors, any rights or remedies under or by reason of this Agreement.
15. **Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
16. **Counterpart Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
17. **Parties Bound.** All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
18. **Integrated Agreement; Exhibits.** This Agreement constitutes the entire agreement for the matters herein between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided. All of the Exhibits referenced in this Agreement are incorporated into this Agreement by such reference thereto and made a part hereof.
19. **Survival of Agreement and Exhibits.** The provisions of this Agreement shall survive the execution and delivery of this Agreement and all other documents executed contemporaneously with this Agreement or as contemplated by this Agreement.
20. **Choice of Law and Venue.** This Agreement and all documents executed in compliance with this Agreement or as contemplated by this Agreement shall be governed by and construed in accordance with Florida Law. Jurisdiction and venue as to any action arising from a breach of this Agreement or of any document executed in compliance with and as

contemplated by this Agreement shall be in Orange County, Florida.

21. **Notices.** Any notice to be given pursuant to this Agreement shall be deemed given at such time as it is mailed to the addressee by certified mail, return receipt requested or hand delivered to the addresses shown below:

- (a) As to Mitchell: Deborah Mitchell
13315 Kirby Smith Road
Orlando, Florida 32832
- With a Copy to: Howard S. Marks, Esquire
Burr & Forman LLP
Post Office Drawer 1690
Winter Park, Florida 32790
- (b) As to County: Orange County Board of County Commissioners
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801
- With a Copy to: Henry M. Brown, Esquire
Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
- (c) As to Developer: Nicholas Gluckman
370 Center Pointe Circle, Suite 1136
Altamonte Springs, Florida 32701
- With a Copy to: Edward Milgrim, Esquire
Law Office of Edward G. Milgrim, P.A.
1155 Louisiana Avenue, Suite 200
Winter Park, Florida 32789
- (d) As to HOA: James W. Hart, Jr.
Sentry Management, Inc.
2180 West SR 434, Suite 5000
Longwood, Florida 32779
- With a Copy to: Edward Milgrim, Esquire
Law Office of Edward G. Milgrim, P.A.
1155 Louisiana Avenue, Suite 200
Winter Park, Florida 32789

In the event that any of the named parties desire to receive notice at another address, it shall be their responsibility to notify the other parties, in writing, of the new address. Notice sent by the attorney for a party shall be deemed sent by that party.

22. **Effect of Representations and Warranties.** All the representations and warranties of this parties in this Agreement are, as of the date hereof, true and correct in all material respects.
23. **Authority.** Each person signing this Agreement on behalf of a corporation warrants or represents that he has the full and complete authority to enter into this Agreement on behalf of that corporation, without expectation.
24. **Severability.** If any cause or provision of this Agreement is termed to be illegal, invalid or unenforceable under any present or future law by the final judgment of the court of competent jurisdiction, the remainder of this Agreement will not be affected thereby and it is the contention of the parties that if any provision is held to be illegal, invalid or unenforceable there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.
25. **Construction.** This Agreement shall not be construed against any party regardless of who is responsible for its preparation and the parties acknowledge that each contributed and is equally responsible for its preparation.
26. **Further Assurances.** The parties covenant and agree to promptly execute such other and further instruments and documents as are necessary or convenient to effectuate and carry out the purpose of this Agreement, including, applications for permits and permit modifications.
27. **Time.** Time is of the essence in the completion of all terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date indicated by each party's signature.

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:

DEBORAH MITCHELL

Signed, sealed and delivered in the presence of:

1) *Georgette Y. Booth*
Print Name: **GEORGETTE Y. BOOTH**

Deborah Mitchell
DEBORAH MITCHELL

2) *Debra M. Morton*
Print Name: **DEBRA M. MORTON**

STATE OF FLORIDA
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this *15th* day of *MAY*, 2013, by **Deborah Mitchell**, and she acknowledged that she signed the instrument voluntarily for the purposes expressed in it.

(Notary Seal)

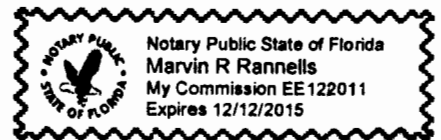
Signature of Notary Public - State of Florida

Marvin Rannells
Print, Type, or Stamp Commissioned Name of Notary Public

My Commission Expires: _____
_____ Personally Known OR _____ Produced
Identification:

Type of Identification Produced

[SIGNATURE PAGE TO FOLLOW]



WITNESSES:

Signed, sealed and delivered in the presence of:

1) *Kathy Heard*

Print Name: *Kathy Heard*

2) *Noelia Perez*

Print Name: *Noelia Perez*



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Ajit Lalchandani*

Name: **Ajit Lalchandani**

TJ
Teresa Jacobs, Orange County Mayor

ATTEST: Martha O. Haynie, Orange County Comptroller as Clerk of the Board of County Commissioners

By: *Kate Smith*
Deputy Clerk

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:

EAGLE CREEK DEVELOPMENT CORPORATION, a Florida corporation

Signed, sealed and delivered in the presence of:

1) [Signature]

Print Name: Maria LOFFREDO

2) [Signature]

Print Name: Kathryn Smith

By: [Signature]

Name: Nicholas Gluckman

Title: Director

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22 day of May, 2013, by Nicholas Gluckman as Director of **EAGLE CREEK DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation.

Signature of Notary Public - State of Florida

[Signature]

Print, Type, or Stamp Commissioned Name of Notary Public

(Notary Seal)



My Commission Expires: 4.8.2016

Personally Known OR Produced Identification:

Type of Identification Produced

[SIGNATURE PAGE TO FOLLOW]

WITNESSES:

**HOMEOWNERS ASSOCIATION OF
EAGLE CREEK, INC.,**
a Florida not-for-profit corporation

Signed, sealed and delivered in the
presence of:

1) [Signature]

Print Name: MARIA LOFFREDO

2) [Signature]

Print Name: KATHRYN SMITH

By: [Signature]

Name: Nicholas Gluckman

Title: President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22 day of
May, 2013, by Nicholas Gluckman as President of **HOMEOWNERS
ASSOCIATION OF EAGLE CREEK, Inc.**, a Florida not-for-profit corporation, on behalf of
the corporation.

(Notary Seal)



Signature of Notary Public - State of Florida

[Signature]

Print, Type, or Stamp Commissioned Name of
Notary Public

My Commission Expires: 4-8-2016

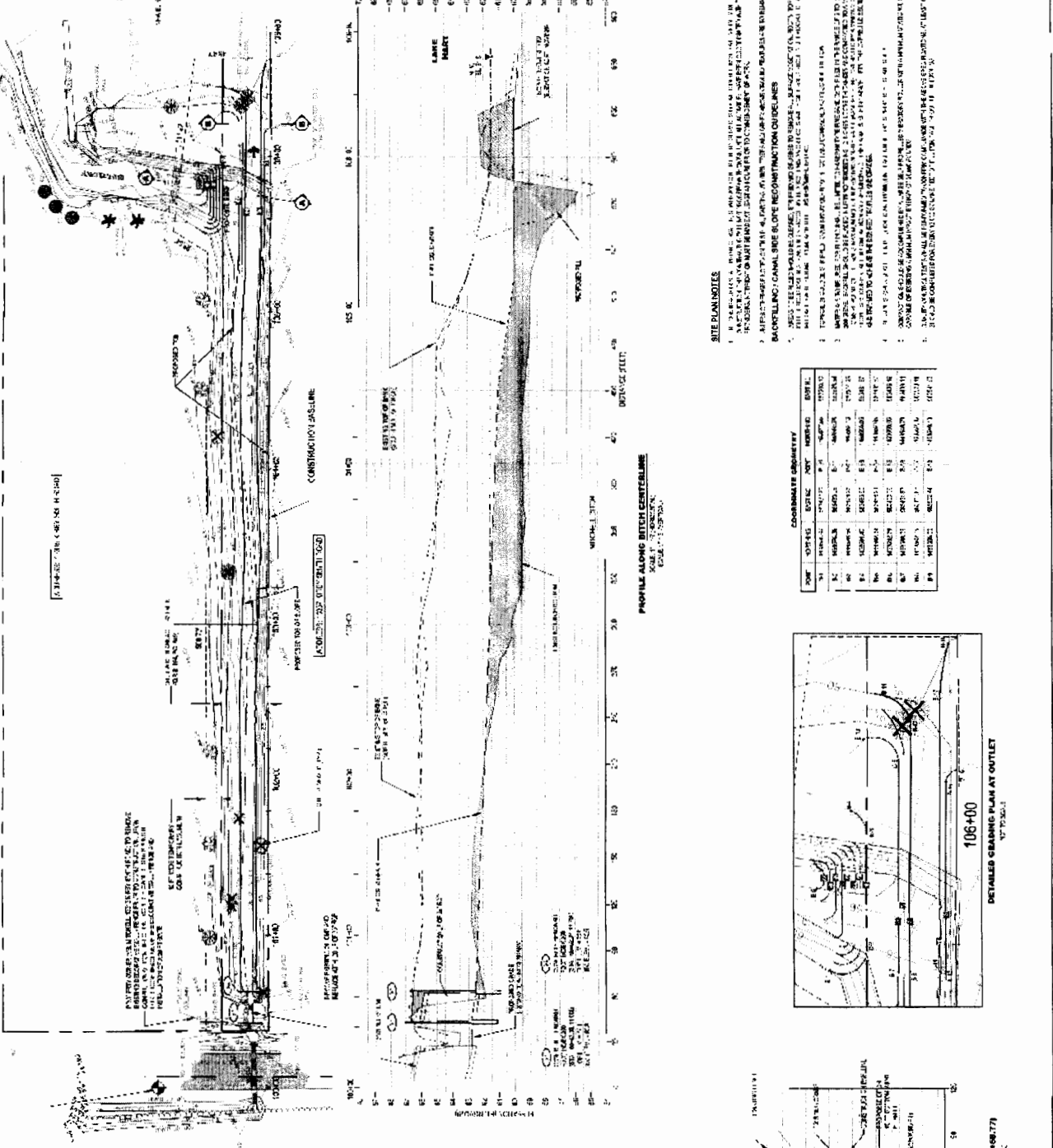
Personally Known OR Produced
Identification:

Type of Identification Produced

EXHIBIT "A"

THE PLANS

DATE: 11/05/15
 TIME: 11:05 AM
 PROJECT NO. 110815-15
 RECEIVED
 11/05/15
 11:05 AM



CONSTRUCTION NOTES

1. THE EXISTING DITCH IS TO BE IMPROVED BY THE CONSTRUCTION OF A NEW DITCH WITH A 4:1 SLOPE TO THE EXISTING DITCH CENTERLINE. THE EXISTING DITCH IS TO BE FILL WITH TOP SOIL TO THE EXISTING DITCH CENTERLINE.
2. THE EXISTING DITCH IS TO BE FILL WITH TOP SOIL TO THE EXISTING DITCH CENTERLINE.
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SECTION A (STATION 10+00)

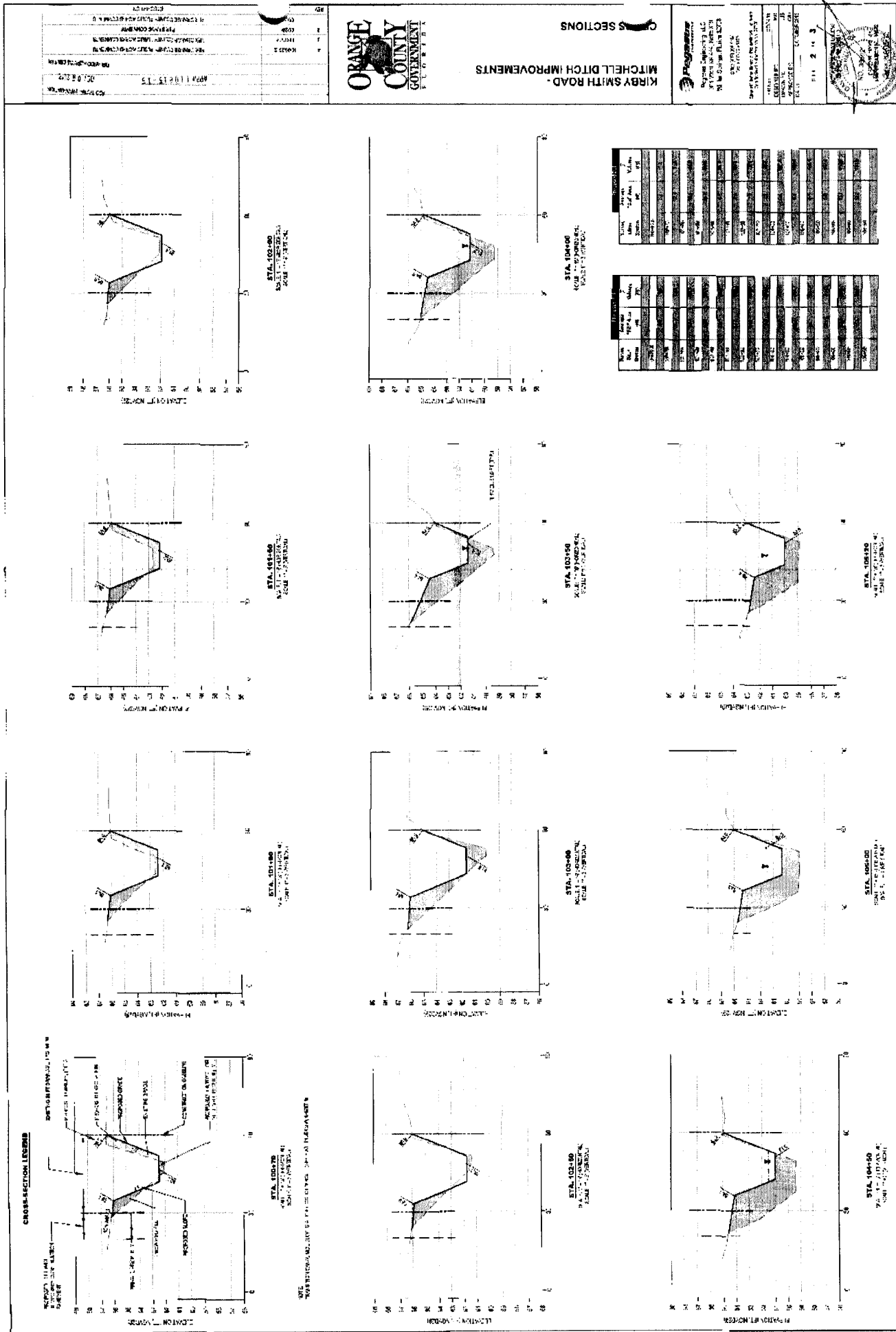
SECTION B (STATION 10+10)

SECTION C (STATION 10+20)

SECTION D (STATION 10+30)

SECTION E (STATION 10+40)

SECTION F (STATION 10+50)



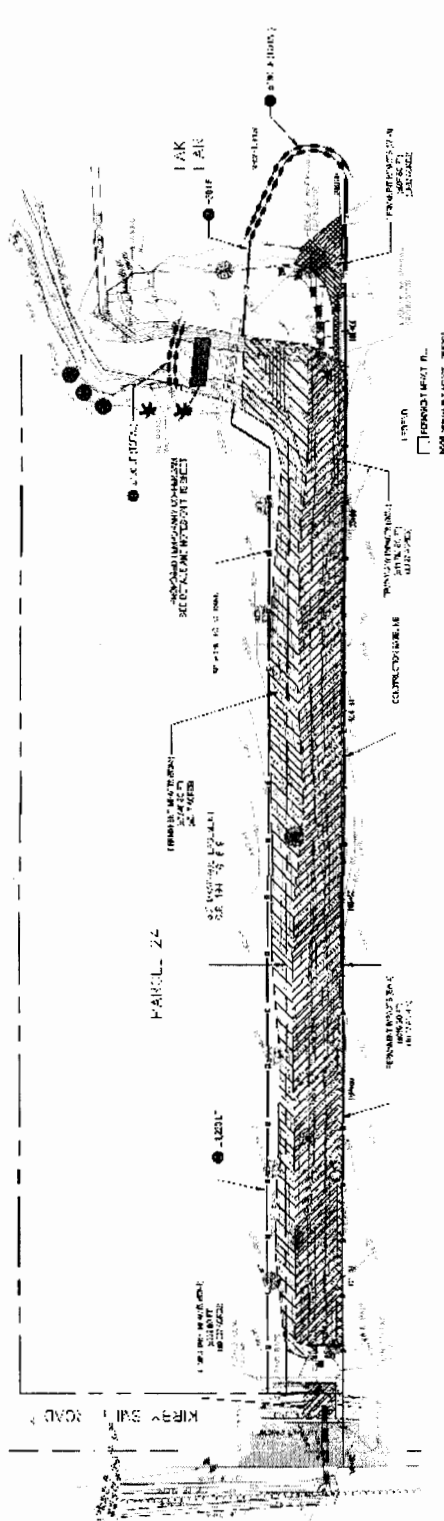


KIRBY SMITH ROAD - MITCHELL DITCH IMPROVEMENTS
EROSION CONTROL PLAN / ADDITIONAL IMPACTS

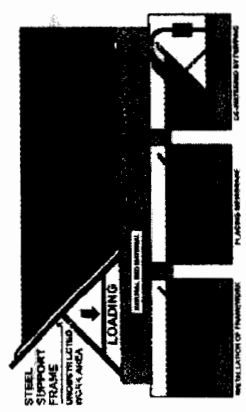
Professional Engineer
 [Name]
 [Address]
 [Phone]
 [Email]

STATE OF FLORIDA
 ENGINEERING BOARD
 REG. NO. [Number]
 EXPIRES [Date]

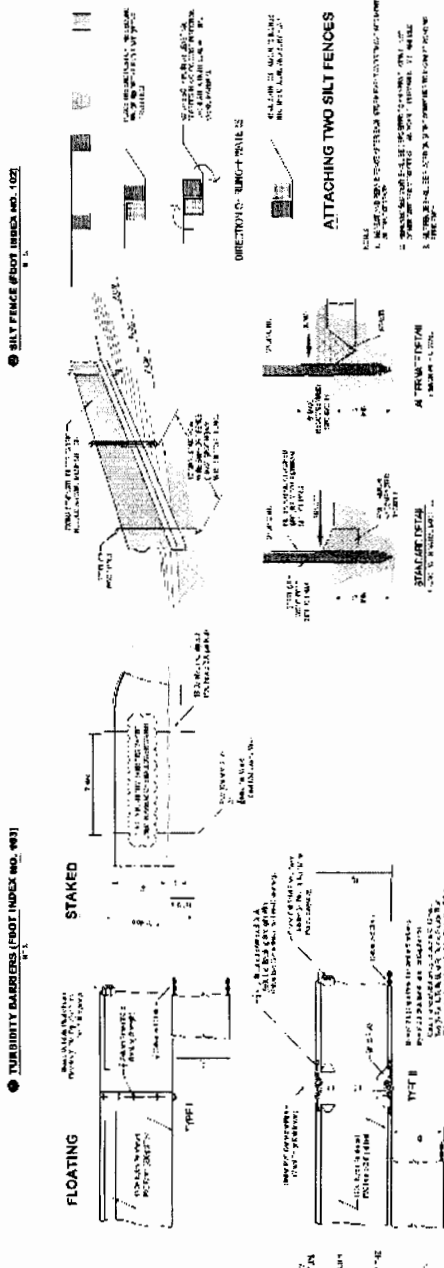
SHEET 3 OF 3

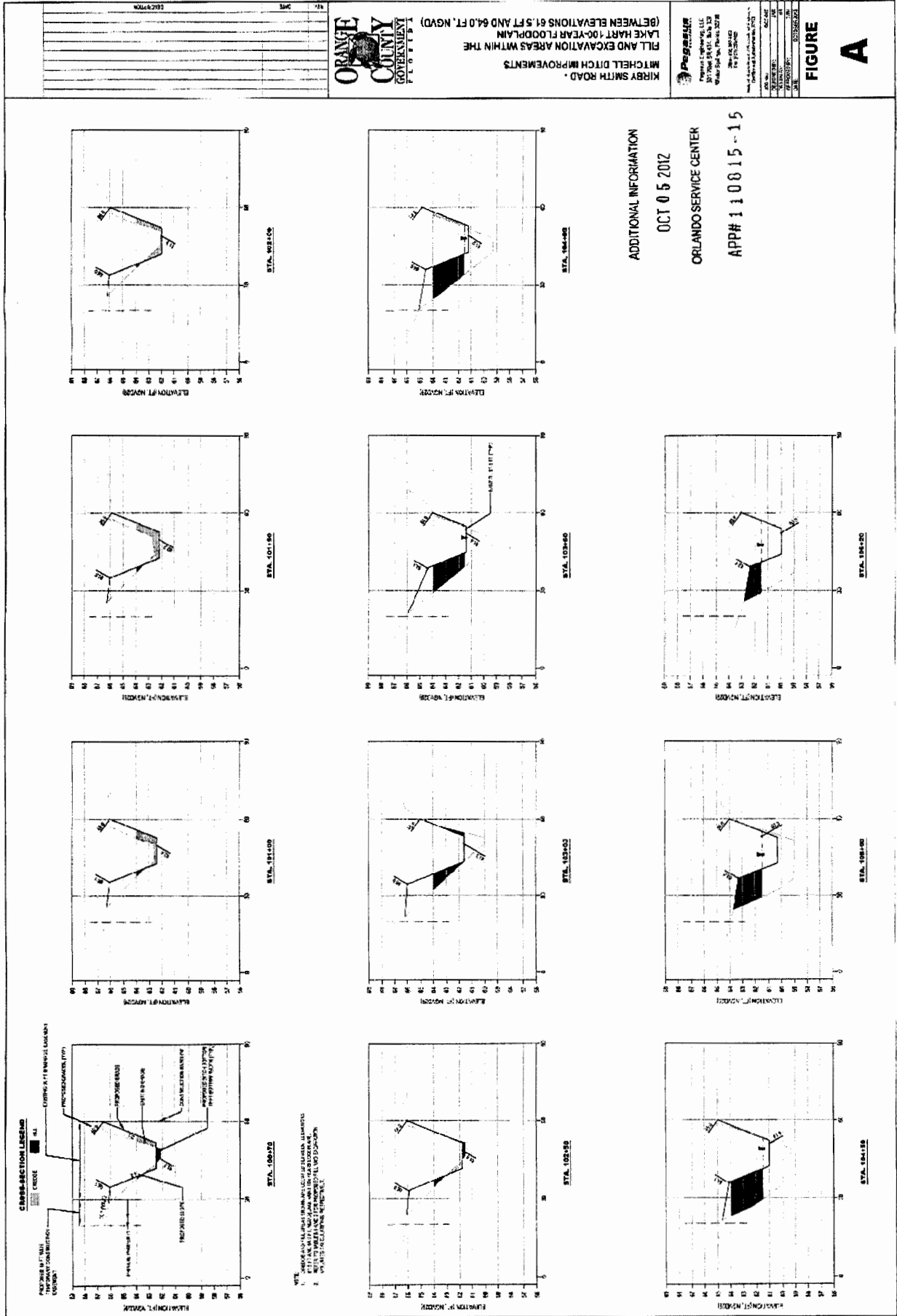


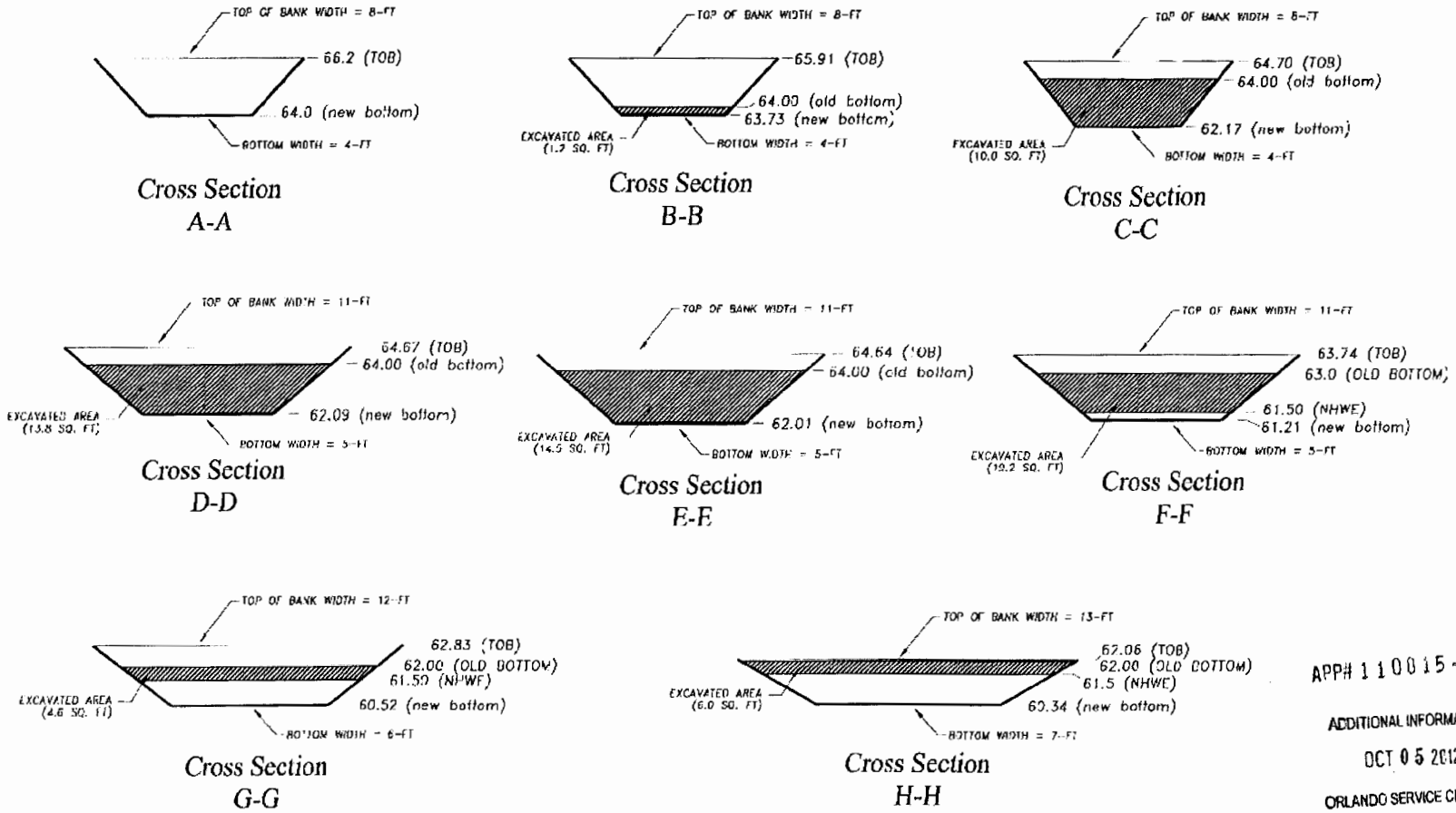
DEWATERING AND WATER BYPASSING
 TEMPORARY CONSTRUCTION



- WATER BYPASSING REQUIREMENTS**
1. THE BYPASSING STRUCTURE SHALL BE DESIGNED TO ALLOW THE FLOW OF WATER TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
 2. THE BYPASSING STRUCTURE SHALL BE DESIGNED TO ALLOW THE FLOW OF WATER TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
 3. THE BYPASSING STRUCTURE SHALL BE DESIGNED TO ALLOW THE FLOW OF WATER TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
 4. THE BYPASSING STRUCTURE SHALL BE DESIGNED TO ALLOW THE FLOW OF WATER TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.







N.T.S

APP# 110015-15

ADDITIONAL INFORMATION
 OCT 05 2012
 ORLANDO SERVICE CENTER

FIGURE C



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KIRBY SMITH ROAD
 MITCHELL DITCH IMPROVEMENTS

SHAH DITCH EXCAVATION CROSS SECTIONS
 COMPENSATING STORAGE VOLUME CREATED
 WITHIN THE LAKE HART 100-YR FLOODPLAIN

EXHIBIT "B"

THE PERMIT MODIFICATION

EXHIBIT "C"

AMENDMENT OF EASEMENT

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT