



Interoffice Memorandum

Minutes

Roadway Agreement Committee

August 19, 2009

Members Present: Jim Harrison – Growth Management Department (Chairman)
Robin Hammel – Public Works Department (Vice Chairman)
Renzo Nastasi – Transportation Planning Division
Benj Hurt – Real Estate Management Division
Christine Lofye – Traffic Engineering Division
Jay Sargent – Planning Division
Diana Almodovar – Development Engineering Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
Julie Naditz – Highway Construction Division
Susan Martin – Risk Management Division
Frank Yokiel – Public Works Engineering Division
Heather Brownlie – Transportation Planning Division
Rita Gonzalez – Transportation Planning Division

Mr. Harrison called the meeting to order at 8:44 a.m.

Approval of Minutes

The Committee reviewed the minutes from the August 5, 2009 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 2 line 10 change “will” to “may” and change “work” to “remaining work to complete the Right-of-Way”.

Page 3 line 5 remove the second “Motions carried unanimously”.

Page 3 line 40 add “s” after “need” to make plural.

Page 4 line 18 add “The location of the Conserv II pipe can be in conflict with storm drainage pipe for the future road.” after the first sentence.

Page 4 line 31 change “concern” to “concerns”, and “on” to “about”.

Page 4 line 34 after “may” add “show that the property”, and change “is” to “has been”.

Page 4 line 36 after “are” change sentence to read “merely beneficiaries and that the Trustees are owners”.

Page 4 line 42 add a new sentence that reads “Ms. Caswell noted that this could cost the County more than \$22,500 per acre to clear the encumbrance.”

Page 5 Ms. Almodovar asked to reference Frye and Sharp as Frye PD and Sharp PD throughout the document.

Page 6 line 7 Mr. Harrison requested to listen to the recording and correct the remediation sentence.

Page 7 lines 10-11 are conflicting statements. Ms. Alfonso asked to separate into two sentences.

Page 7 line 16 add “ed” after “need” so it reads “needed”.

Page 7 line 19 change “the same people” to “related”.

Ms. Hammel made a motion, with a second by Mr. Hurt to approve the August 5, 2009 Roadway Agreement Committee Meeting minutes as amended. Motion carried unanimously.

Activity Update/Summary/Follow-Up Items List

Ms. Hammel stated that the Karl Corporation Conserv II lines have been researched are in conflict with the road. The right-of-way dedication also goes through a sink hole, so we may not want to take the property. Another area is a huge ditch filled with water. The alignments provided are based on the SAP and these are not necessarily good pieces of property to build a road through and do not know who should address this issue.

Ms. Hammel suggested the need to request the applicants to provide a new alignment. The current alignment is 85 feet only. The SAP calls for a 4-lane divided roadway and 85 feet is not wide enough to construct a 4-lane road.

Mr. Nastasi stated that identifying the appropriate road network and right-of-way width in this area is premature at this time; also need to coordinate with Lake County.

Mr. Harrison suggested possibly doing a smaller alignment.

Mr. Nastasi stated that there are issues with connectivity with Lake County. The entire project is premature. How do we make a determination as to whether it should be 2 or 4 lanes? The issue with the Right-of-Way shows it is not appropriate to construct a road. The County should obtain a functional road that connects.

Mr. Nastasi and Ms. Hammel will meet with Ms. Fitzgerald to discuss this matter further.

Lakeside Village - Sharp PD

Development: Lake Reams Neighborhood PD – Sharp Property

Developer: Sharp/Ashton Woods

Road Affected: Reams Road

Present: Greg Lee, Heather Himes, Johnny Walker

Previous RAC: 4/17/2004, 3/16/2005, 6/15/2005, 10/25/2006, 1/3/2007, 1/17/2007, 3/21/2007, 3/18/2009, 4/1/2009, 5/6/2009, 5/20/2009, 8/5/2009

County Staff Present: Juan Curi

Mr. Harrison asked to review the blackline version of the agreement page by page.

Mr. Lee provided an overview of the project and how KB Homes as an authorized agent entered into an agreement with the County in 2007 to convey Right-of-Way and construct Reams Road.

Frye PD has proposed an agreement to realign Reams Road and take over the construction obligations.

The Sharp PD owners Berry Walker and Ashton Woods are entering into this Roadway Network Agreement to dedicate the Right-of-Way for the road and the roundabout even though the roundabout and extension are not being constructed at this time as part of the Frye realignment.

Mr. Hurt asked that Mr. Walker's name remain constant throughout the document not Berry Walker/Berry J. Walker/Berry J. Walker Jr. intermittently.

Page 3 Mr. Hurt asked that "right of way" be changed to "right-of-way".

Mr. Lee asked that notification go out to KB Homes as soon as possible to advise them that they are in default of the terms of the original agreement.

Page 3 Mr. Lee asked to remove "of the realignment" in the last Whereas on Page 3.

Page 3 last Whereas, Mr. Nastasi asked to reference the appropriate exhibit in this paragraph. Ms. Himes will include language referring to Exhibit F and Exhibit G.

Mr. Nastasi asked that an exhibit of the road being constructed be included.

Ms. Himes decided to include reference in the third Whereas on Page 4 to the new exhibit then decided to include it at the end of Page 3 instead.

Page 4 in the first Whereas on top of the page change the reference to Exhibit E and Exhibit F.

Page 4 change the reference to Exhibit G & H in the second to the last Whereas also.

Page 4 Mr. Hurt asked that "Florida limited liability company" be un-capitalized throughout.

Page 7 Mr. Hurt asked that decimal points be included for all numbers in Section 2(d).

Page 8 Mr. Hurt requested to change "precluded" to "preclude".

Page 8 Mr. Harrison asked that in Section 2(g) "designed" be changed to "shown".

Pages 14 and 15 Mr. Hurt pointed out that the dates in the signature block should be updated to 2009.

Ms. Alfonso asked about the Exhibits which included legals without sketches.

The Committee agreed the legals by themselves were acceptable.

Ms. Hammel suggested adding a sketch would be helpful.

Mr. Harrison asked that the exhibits be left in their current format and that the exhibits be reviewed by Survey.

Mr. Harrison re-capped the changes requested at today's meeting.

Mr. Nastasi made a motion second by Mr. Sargent to approve the Road Network Agreement – Ashton Woods & Berry J. Walker with the approved changes made at today's meeting, subject to final review by the Committee, and subject to final review of the Legal and Sketches by the County Surveyor.

Ms. Lofye is objecting to the lack of connection to CR 535 and the removal of the existing connection. Motion carried with Ms. Lofye from Traffic Engineering voting in the negative. Mr. Harrison called for a vote. Vote 6-1 with Traffic Engineering voting in the negative. Motion approved.

OUC

Road Affected: Alafaya Trail Widening

Present: Tim Dix, Ann Callan

Previous RAC: 8/10/2000, 8/30/2000, 10/11/2000, 2/1/2006, 3/15/2006, 4/19/2006, 11/12/2008, 12/10/2008, 1/7/2009, 1/21/2009, 2/4/2009, 3/4/2009, 3/18/2009

County Staff Present: Mirna Barq, Emiro Gonzalez

Ms. Callan distributed a revised version with some of the Committee's requested changes.

Ms. Alfonso asked about ownership and if joinders are needed for additional parties.

Ms. Callan stated that the City of Orlando and OUC are the only owners and that there are no other parties. The City and OUC are collectively "owner".

Ms. Lofye pointed out the Parcel ID numbers are incorrectly written; a dash is missing.

Page 1 first Whereas Ms. Alfonso asked to change "is one of the owners to" to "holds".

Page 2 Mr. Hurt pointed out incorrect OR Book/Page information in the Whereas. Mr. Hurt provided Ms. Callan with correct citations to include in the Whereas Clause.

Ms. Alfonso requested "This Agreement" be changed to "Third Amendment".

Page 3 Section 2(b) Ms. Alfonso stated that the first sentence did not read properly and needed to be changed.

Page 3 Ms. Hammel asked to include the word "and" after Exhibit C-1 in Section 2(a).

Ms. Hammel objected to the use of Permitted Exceptions.

Ms. Callan stated that OUC wanted these in and Mr. Harrison was okay with including the Permitted Exceptions as a defined term.

Page 3 Ms. Hammel asked to put a period at the end of "Exhibit C-3", then start a new sentence for the reservation of an aerial easement which states "The Owner reserves an aerial easement for utilities over the conveyed lands. Owner's use of said easement shall not conflict with the roadway or roadway appurtenances".

Page 3 Ms. Alfonso asked to change the first sentence of Section 2(b) to read: "The conveyance of the Conveyed Lands shall be by City Deed and City Easement Documents, free and clear of all liens and encumbrances, except as noted in 2(a) above. The remainder of the sentence is to be deleted.

Page 4 Mr. Nastasi stated that the Traffic Study Exhibit does not accurately reflect the numbers in the agreement. The entire Section (d) will be reviewed for arriving at a final number.

Ms. Barq stated that the internal capture was included which was not included previously,

The passerby percentage is not correct (78%).

Page 4 Ms. Alfonso asked to change Section 2(e) to read “(within 6 months of conveyance to County)”.

Page 5 Section 2(e) Mr. Callan has changed the boilerplate language. Ms. Martin concurred the additional language was acceptable.

Page 6 Section 5 Ms. Hammel questions the purpose of Exhibit E.

Ms. Callan stated that Exhibit B is not where the trips will be utilized. Exhibit E, the intersection properties is where the trips will be utilized.

Mr. Nastasi stated that the trips pertain to the road segment but not specific properties.

Page 6 Section 5 Mr. Harrison asked to strike the last clause beginning with “as more particularly...” and ending with “reference”.

Page 6 Section 5 Ms. Alfonso asked that the tax parcel ID numbers for all properties be included including the intersection properties on the front page.

Page 7 Section 10 (iii) Ms. Alfonso stated that the remedies need to reflect the standard boilerplate language; she asked to add “or intersection properties” after the word “Property”.

Mr. Harrison re-capped the changes made by the Committee at today’s meeting.

Ms. Hammel made a motion second by Mr. Nastasi to approve the Third Amendment to Alafaya Trail OUC Agreement with the approved changes made at today’s meeting, subject to final review by the Committee, and subject to final review of the Exhibits and Legal and Sketches by the County Surveyor, and subject to a final review of the Traffic Study by Transportation Planning and Traffic Engineering. Motion carried unanimously.

Summerlake PD – Porter Road

Development: Summerlake PD

Developer: Summerlake Development LLC

Road Affected: Porter Road

Present: Sam Evans, Kent Foreman, Jim McNeil

Previous RIFCC: 3/2/2005, 3/16/2005, 4/6/2005, 4/20/2005, 9/14/2005, 9/28/2005, 6/7/06, 1/16/2008, 1/30/2008, 8/6/2008

County Staff Present: Juan Curi

Mr. Evans referred to the September 19, 2008 letter and stated that he wanted to respond to Mr. Kunkel regarding the Shah property, and addressed the three items discussed in that letter.

Mr. Evans provided Ms. Alfonso with a replacement for a deed which was being held in escrow. The replacement deed corrected the signature block.

Mr. Evans asked if the deed provided was sufficient to satisfy the requirement to provide the additional Right-of-Way, per Mr. Kunkel’s letter.

Mr. Evans is not requesting road impact fee credits for the dedication of this property.

Ms. Alfonso stated that Real Estate Management will need to review the revised deed and respond; Mr. Evans distributed the deed to Ms. Alfonso who provided it to Mr. Hurt to bring to Ms. Caswell.

Mr. Evans stated that the only solution is to file a maintenance plat.

Marvin Ivey is related to potential successors to the last known owner as shown on a title search and according to Mr. Ivey, there may be survivors in South Florida.

The Title Company is willing to insure title up to the edge of the paved road based on deeds in Summerlake's chain of title if the County files a maintenance plat over the paved area.

Mr. Evans has prepared a maintenance plat for the paved road and prepared the deeds for either side of the road to the 60 feet Right-of-Way to be dedicated with the Title policy insuring the Title.

Ms. Alfonso asked what the timeframes were and the upper limit to the title policy.

In response to Ms. Alfonso's question, Mr. McNeill described the title process and that there is no timeframe for making a claim but there is a limit to the amount of policy, generally claims are filed sooner rather than later.

Mr. Evans referred to item 2 in Mr. Kunkel's letter where it referred to the First Amendment states "this amendment is based on a faulty premise" and stated that Segment K, Parcel 1, was showing as owned by the County on the County Alignment Study. Mr. Evans stated that it was owned by the County until about three (3) weeks ago when it transferred. Ms. Alfonso stated that was not correct, it appeared that way, but it was the Conserv II parcel and that the Title was in the name of the County but that the City legally owns 50%.

Mr. Harrison stated that a Conserv II is a complex ownership and that the transaction that took place 3 weeks ago was to clear up something that always existed. The County has always understood that the City owned an interest.

Ms. Alfonso stated that it was also understood that it was not right-of-way, nor road Right-of-Way.

Mr. Evans stated that he was given a value back in July of \$100,000 for 3 parcels from Linda Brehmer-Lanosa. He went on to explain while pointing to a map that the parcels were the strip shown as Segment K Parcel 1, a clip of the corner, and stated that there is additional Right-of-Way missing other than the Shah Property Right-of-Way. Mr. Evans pointed out the existing road and the new alignment properties and that there was a certain area that the County did not own the Right-of-Way and the County is requesting money from him. He also explained that the Exhibits are property he needs to acquire from the Conserv II area which was valued at \$63,000 including the strip underneath the pavement. They since have replaced the pavement.

Ms. Alfonso stated that the dashed area on the map is where the two additional lanes will go.

Mr. Harrison asked if there are any pipes in the Conserv Easement. Ms. Almodovar replied that there is a substation with an air release valve on the property.

Mr. Evans stated that they had moved all the utilities on one side. Initially the discussion with Joel Prinsell was that Mr. Evans buy the property and the County would move the utility, but was not

sure if that was still the deal or not. Also there was a price of \$87,000 in Ms. Lanosa's letter to move the facilities.

Mr. Prinsell proposed that Mr. Evans purchase the property and relocate the Conserv II line at a total cost \$187K (87K to move line).

Ms. Alfonso stated it is a relocation fee at County value and the understanding is that it is the whole deal. It would be relocated up front so there would be no problem in the future.

Mr. Evans stated that the County's estimate is three times as much as his estimate for moving the facilities; so they would like to move it in the Phase II construction and have it relocated there. Mr. Evans would like to relocate the line during the construction of Phase II for his project while his contractor is out there.

Mr. Nastasi agreed there was no immediate need to move the line as long as there is an understanding that it will be moved.

Mr. Evans stated either they pay to move it or they move it.

During Phase I Construction Summerlake a number of utilities were moved.

Ms. Alfonso asked what the assurance would be for the County to make sure this gets done.

Mr. Harrison asked "what happens if you skip town?"

The obligation runs with the land.

Ms. Alfonso asked that one of the amendments to the agreement would be that the obligation runs with the land.

Ms. Alfonso stated that the First Amendment would include a provision to include the requirement that Phase II must include relocation of the Conserv II line.

The PSP shows greenspace not Future Development to comply with the County's request.

Mr. Evans is willing to put \$100,000 in escrow and then not acquire property to then have to re-dedicate it back to the County.

Mr. Harrison agreed with Mr. Evans stating that if he puts up the money the County will figure out how to clear it up. But Mr. Evans would be responsible for the relocation prior to or as part of the completion of the Phase II construction.

Mr. Harrison stated that all of this needs to be drafted into the First Amendment.

Ms. Alfonso asked that they also state that the Shah Deed has been re-executed and Real Estate Management will let us know if there are any problems with it. Also that they are going to do the escrow for the Conserv II, pay for the relocation, and that they will take care of title issues.

Ms. Alfonso needs an amended easement approved to clear up the title. Ms. Alfonso stated that the Conservation Easement is almost resolved and the legals are fine. Ms. Alfonso asked if we can discuss the Petition to Vacate.

Ms. Alfonso stated that the County would leave the Petition to Vacate as is, but that it may affect future lot owners not the County. The County is willing to come back and do a new Petition of Vacate and adopt the amended easement because it is encumbering the reservation.

Mr. Evans needs to get the hold off of his plat so he can move forward; he is losing money on the project as long as the plat continues to be held up.

Mr. McNeill representing Centerline Homes stated it is urgent that the plat be released so homes can be built for buyers already in place.

Ms. Almodovar stated that a Certificate of Completion is still needed for the constructed road. Nothing has been received to date and Development Engineering need documents from Mr. Evans, including a letter of Credit.

Mr. Evans stated that everything is done and they have a package with everything that is needed. The package was handed to Ms. Brownlie.

Mr. Harrison asked Ms. Alfonso to work out the details with Mr. Evans for the First Amendment.

Ms. Alfonso explained that once everything can be worked out then the project can move forward.

Mr. Evans stated that the Amendment to Temporary Right-of-Way and Utility Easement needs to be recorded, and the School site and Park site need to be dedicated.

Lakeside Village Frye APF

Road Affected: APF Roads

Previous RIFCC: 12/14/2005, 6/18/2008

Attendees: Sean McIntyre LVC, Johnny Walker

County Staff Present: Juan Curi

Mr. Walker explained that there is only one change needed to allow credits in the TCA account to be used to pay capacity reservation fees.

On Page 13 Mr. Walker referred to the blackline change to Section 8 in the last line.

Mr. Nastasi pointed out that the amount of credits may not equal the amount of capacity reservation fees.

Ms. Hammel has received the breakdown for the construction cost and is reviewing that information.

Ms. Alfonso stated that the term “realignment” needs to come out of the agreement, change “realignment” to “alignment”.

Ms. Alfonso would like to see the Sharpe PD and Frye PD on the Board of County Commissioners agenda together.

Mr. Hurt pointed out a discrepancy in the tax parcel ID numbers.

Mr. Hurt pointed out that there is reference to the drainage easements in the text, but there are no Legals and Sketches in Exhibit D. Mr. Walker to provide this information.

Page 9 Section 5 italicize “Indemnification and Insurance”.

On Page 2 in the Whereas clause change “impact fee” to “capacity reservation fees”.

Ms. Hammel asked how payment for the construction was going to be handled, and wanted to make sure all the right-of-way was conveyed before any credits were provided.

Mr. Harrison re-capped the changes discussed at today’s meeting.

Mr. Nastasi stated that Page 3 refers to Exhibit D and wanted to make sure the additional Legal and Sketches would be added to Exhibit D.

Ms. Hammel made a motion second by Ms. Almodovar to approve the Frye Center PD Road Impact Fee Agreement with the approved changes made at today’s meeting, subject to final review by the Committee, and subject to final review of the Exhibits and Legal and Sketches by the County Surveyor. Motion carried 6 -1 with Traffic Engineering voting in the negative with the objection to closing of a connection to CR 535 as previously voted.

Mr. Harrison adjourned the meeting at 11:40 a.m.