

**AGREEMENT BETWEEN SEMINOLE COUNTY AND  
LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.  
FOR CONSTRUCTION AND INSTALLATION OF WASTEWATER  
INFRASTRUCTURE**

This Agreement is made and entered into by and between **SEMINOLE COUNTY**, a Charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and **LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.**, whose address is 2214 Lake Sylvan Oaks Court, Sanford, Florida 32771, in this Agreement referred to as "ASSOCIATION."

**WITNESSETH:**

**WHEREAS**, ASSOCIATION is a homeowners' association in Seminole County that is responsible for the subdivision known as Lake Sylvan Oaks; and

**WHEREAS**, Lake Sylvan Oaks has an existing lift station that has a record of performing at less than satisfactory levels; and

**WHEREAS**, the parties have determined that it is in their best interest to eliminate the existing lift station in Lake Sylvan Oaks and to design and install a gravity piping system to a nearby lift station known as the Buckingham Lift Station; and

**WHEREAS**, the purpose of this Agreement is to implement the change described above.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

## **Section 2. Definitions.**

The following definitions apply to this Agreement:

(a) “Lift Station Parcel” means Tract C, as described and depicted in the plat for Lake Sylvan Oaks as recorded in Plat Book 80, Pages 86-87, Official Records of Seminole County, Florida.

(b) “Utility Easement Parcel” means the portions of Tracts B and C, as described and depicted in the plat for Lake Sylvan Oaks as recorded in Plat Book 80, Pages 86-87, Official Records of Seminole County, Florida, as such portions of Tracts B and C are described in the attached Exhibit A.

## **Section 3. COUNTY Responsibilities.**

(a) Pursuant to Section 125.37, Florida Statutes (2023), COUNTY shall execute and deliver a County Deed for the Lift Station Parcel to ASSOCIATION in exchange for ASSOCIATION granting a Utility Easement over, under and across the Utility Easement Parcel to COUNTY as described in Section 4(a) below. COUNTY shall pay all costs associated with this exchange, including newspaper publication of notice cost, title insurance, as applicable, and any other closing cost except for attorney’s fees incurred by ASSOCIATION, if any.

(b) COUNTY shall demolish the existing lift station on the Lift Station Parcel, remove single existing tree adjacent to the Lift Station Parcel, and install new underground sewer infrastructure in the Utility Easement Parcel.

(c) COUNTY will be responsible for the ongoing site maintenance during the construction process and the restoration of the site once the construction has been completed.

(d) COUNTY shall clean the sub-surface structures to be demolished before removal. All demolished sub-surface structures will be removed to 3-feet below the ground surface. Once

cleaned and demolished, COUNTY shall backfill the site with clean fill in preparation for final surface restoration.

(e) COUNTY's final surface restoration will include the removal of all surface structures except for the existing manhole and installation of new sod that matches the existing type of grass. The existing concrete driveway approach between the curb and sidewalk will be removed.

(f) COUNTY shall try to avoid conflicts with or the disturbance of ASSOCIATION's walls or trees during construction. COUNTY shall repair all damages during construction.

(g) ASSOCIATION will not be responsible for any costs associated with the installation of the new infrastructure, demolition of the old infrastructure, or restoration of the site once the construction has been completed.

#### **Section 4. ASSOCIATION Responsibilities.**

(a) Pursuant to Section 125.37, Florida Statutes (2023), ASSOCIATION shall grant to COUNTY a utility easement in the Utility Easement Parcel for the installation and maintenance of the infrastructure necessary to ultimately abandon the existing County-owned Lake Sylvan Oaks Lift Station in exchange for the County Deed described in Section 3(a) above.

(b) ASSOCIATION will be responsible for the ongoing site maintenance of the Lift Station Parcel once the construction of the new underground sewer infrastructure has been completed and for the landscape maintenance of the Utility Easement Parcel.

(c) ASSOCIATION hereby grants COUNTY and its contractors a right of access to the Lake Sylvan Oaks subdivision to accomplish the construction activities described in this Agreement.

**Section 5. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

**As to COUNTY:**

County Manager  
Seminole County Services Building  
1101 East 1st Street  
Sanford, Florida 32771

**As to ASSOCIATION:**

Lake Sylvan Oaks Homeowners Association, Inc.  
2205 Lake Sylvan Oaks Court  
Sanford, Florida 32771

**Section 6. Representations.** The person executing this Agreement on behalf of ASSOCIATION represents: (a) he or she is the President of ASSOCIATION; (b) this document has been reviewed and duly approved for binding execution with all the formalities required by law; and (c) ASSOCIATION has likewise authorized the undersigned to bind ASSOCIATION to the terms and conditions contained in this Agreement.

**Section 7. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 8. Parties Bound.** This Agreement is binding upon and inures to the benefit of ASSOCIATION and COUNTY, and their successors and assigns.

**Section 9. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents or employees have any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

**Section 10. Force Majeure.** In the event any party under this Agreement fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then this party will not be in default of this Agreement, provided that the party recommences performance when the event has ceased its effect.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 12. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party.

**Section 13. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 14. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting ASSOCIATION, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ASSOCIATION is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 15. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 16. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 17. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. This Agreement will remain in effect until all performance required by the Agreement has been completed.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

  
\_\_\_\_\_  
Witness

WILLIAM WHITE  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Becky Noggle  
\_\_\_\_\_  
Print Name

LAKE SYLVAN OAKS HOMEOWNERS  
ASSOCIATION, INC.

By:   
\_\_\_\_\_  
JT DYLAN OGLIE, President

Date: FEB 9<sup>th</sup> 2024

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

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

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

Attachment  
Exhibit A – Sketch and Description

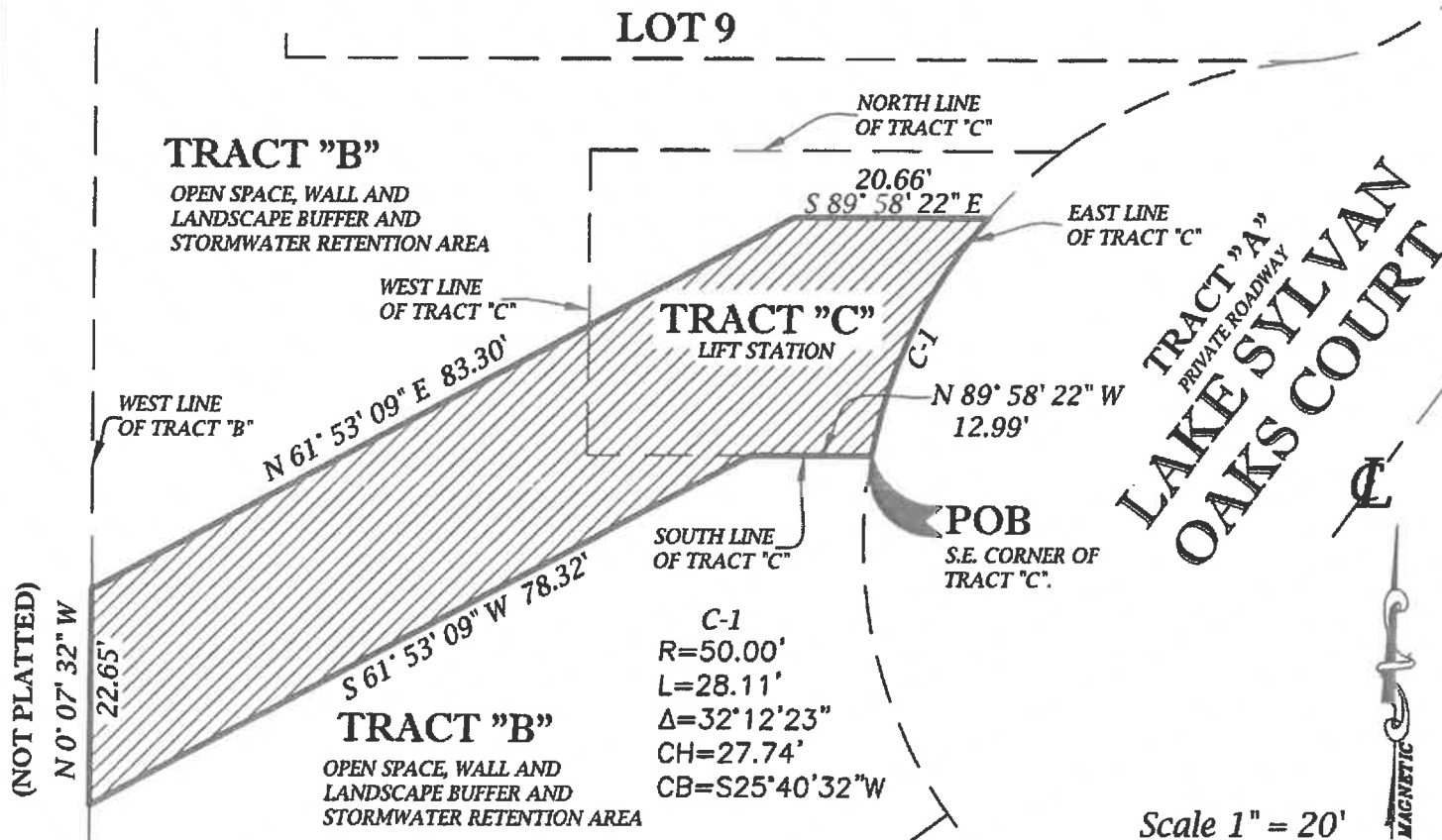
DGS/sfa  
01/17/2024

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# SKETCH OF DESCRIPTION

DESCRIPTION: A PORTION OF TRACT "B" AND TRACT "C", OF LAKE SYLVAN OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ALL LYING IN SECTION 36, TOWNSHIP 19 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "C", OF LAKE SYLVAN OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N 89°58'22" W, ALONG THE SOUTH LINE OF SAID TRACT "C", A DISTANCE OF 12.99 FEET; THENCE DEPARTING SAID SOUTH LINE OF TRACT "C", S 61°53'09" W, A DISTANCE OF 78.32 FEET TO THE WEST LINE OF TRACT "B" OF SAID PLAT OF LAKE SYLVAN OAKS; THENCE N 0°07'32" W, ALONG THE WEST LINE OF SAID TRACT "B", A DISTANCE OF 22.65 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT "B", N 61°53'09" E, A DISTANCE OF 83.30 FEET; THENCE S 89°58'22" E, A DISTANCE OF 20.66 FEET TO THE EAST LINE OF TRACT "C" OF SAID PLAT OF SYLVAN OAKS, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE FROM A CHORD BEARING OF S 25°40'32" W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'23", A DISTANCE OF 28.11 FEET TO THE POINT OF BEGINNING. CONTAINING 2000.68 SQUARE FEET MORE OR LESS.



## SEMINOLE COUNTY

SURVEY SECTION  
OF THE  
ROADS-STORMWATER DIVISION  
OF THE  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD.  
SANFORD, FLORIDA 32773  
407-665-5647

NOT VALID WITH  
ORIGINAL SEAL  
SURVEYOR AND THE  
STATE OF FLORIDA

BY:

RAYMOND F. P. LICENSE # 7015

## SURVEYOR'S NOTES

BEARINGS BASED ON: ASSUMED DATUM, HOLDING THE SOUTH LINE OF TRACT "C",  
AS BEING N 89°58'22" W

1. THIS IS NOT A SURVEY
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. ATTENTION IS DIRECTED TO THE FACT THAT THE SCALE OF THESE MAPS MAY BE ALTERED BY REPRODUCTION AND/OR ELECTRONIC FILE CONVERSION OF THE ORIGINAL DRAWING FILE FORMAT. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

FIELD DATE: N/A

DATE: 05/26/2023

JOB NAME: 23-006 B

SCALE: 1" = 20'

DRAWN BY: T.E.

CHECKED BY: R.F.P.