20070097349 ELECTRONICALLY RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FL
BK: 3792 PG: 2361 11/20/2007 at 04:52 PM BOB INZER, CLERK OF COURTS

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

vs.

CASE NO. 04-888-CA
Parcel 100

ALBAN STEWART, JR., et al,

Defendants.
_____/

FILED
CIRCUIT CIVIL DIV.
07 NOV 20 AM 10:57
BOB INZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

AMENDED ORDER OF TAKING
AND
STIPULATED FINAL JUDGMENT

This cause came before the Court upon the *STIPULATION AND JOINT MOTION FOR ENTRY OF AMENDED ORDER OF TAKING AND STIPULATED FINAL JUDGMENT* (hereinafter referred to as this "Judgment") and *SETTLEMENT AGREEMENT* presented by the parties herein. Upon consideration thereof, it is

ORDERED AND ADJUDGED that the *SETTLEMENT AGREEMENT* attached to this Judgment as **Exhibit "A"** was executed voluntarily after careful consideration, is hereby approved and incorporated in this Judgment by this reference, and the parties are ordered to comply with it; and it is further

ORDERED AND ADJUDGED that the ***Stipulated Order of Taking*** rendered in this cause on June 3, 2004, which is recorded in Official Records Book 3110 at Page 363 of the Public Records of Leon County, Florida, is hereby amended as follows:

1. This Court has jurisdiction of the subject matter and the parties to this cause.

2. The pleadings in this cause are sufficient and the Petitioner is properly exercising its delegated authority.

3. The taking of Parcel No 100 REVISED is necessary for a proper public purpose.

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4. The Declaration of Taking filed in this cause by the Petitioner is a good faith estimate of value and based upon a valid appraisal.

5. Title to the subject parcel, vested in the Petitioner pursuant to the Order of Taking and deposit of money previously made. The legal description attached to the ***Stipulated Order of Taking*** for Parcel 100 is hereby deleted and rendered ineffective.

6. The legal description for Parcel 100 REVISED attached to the Settlement Agreement as Exhibit "B-2" is hereby substituted for the Parcel 100 deleted above and is hereby incorporated into the ***Stipulated Order of Taking*** *nun pro tunc* and shall hereafter be the property of the Petitioner.

7. This Court reserves jurisdiction of this cause to determine and award the reasonable court costs, expert witness fees and attorneys' fees of the Defendants to be assessed against the Petitioner and to enforce the *SETTLEMENT AGREEMENT* and this *STIPULATED FINAL JUDGMENT*.

DONE AND ORDERED at the Leon County Courthouse in Tallahassee, Leon County, Florida, this 20th day of November, 2007.

Charles A. Francis
Circuit Judge

Copies Furnished to:
Charles R. Gardner, Attorney for Defendants
Paul A. Lehrman, Attorney for Petitioner

Signed NOV 20 2007
Original to Clerk NOV 20 2007 mr Gardner
Copies sent NOV 20 2007 mr Gardner

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STIPULATION AND JOINT MOTION FOR ENTRY OF AMENDED ORDER OF TAKING AND STIPULATED FINAL JUDGMENT

The Petitioner, **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, and the Defendants, **ALBAN STEWART, JR., MARY NAN STEWART** f/k/a NAN STEWART RICHERSON, and **CLARK STEWART CAMP** f/k/a CLARK STEWART, by and through their respective undersigned attorney, stipulate to the entry of, and jointly move for the entry of the foregoing Amended Order of Taking and Stipulated Final Judgment on this 16th day of November, 2007.

Paul A. Lehrman Fel 0698740
Assistant Attorney General
Fla. Bar No. 259871
Office of the Attorney General
The Capitol, Suite PL-01
Tallahassee, Florida 32399-1050
(850) 414-3300

Attorney for Petitioner

Charles R. Gardner
Fla. Bar No. 173487
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
(850) 385-0070

Attorney for Defendants ALBAN STEWART, JR., MARY NAN STEWART f/k/a NAN STEWART RICHERSON, and CLARK STEWART CAMP f/k/a CLARK STEWART

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IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,

Petitioner,

vs.

CASE NO. 04-888-CA
Parcel 100

ALBAN STEWART, JR., et al

Defendants.
_____/

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter referred to as this "Agreement") is entered into this 16th day of November, 2007, by and among:

- State of Florida, Department of Transportation (hereinafter referred to as the "DOT");
- Alban Stewart (hereinafter referred to as "Ban Stewart");
- Alban Stewart, Jr., Mary Nan Stewart f/k/a Nan S. Richerson, and Clark S. Camp f/k/a Clark Stewart (hereinafter referred to as the "Ban Stewart Children"); and
- James Sibley Richerson, Jr. and Alban Stewart, III (hereinafter referred to as the "Ban Stewart Grandchildren").

Ban Stewart, the Ban Stewart Children, and the Ban Stewart Grandchildren are hereinafter collectively referred to as the "Stewart Family").

Background Information

Many years ago, Ban Stewart acquired certain real property in Leon County, Florida, surrounding a private lake known as *Buck Lake*. The portion of such property (hereinafter referred to as the "Stewart Property") which is currently owned by the Stewart Family is situated east of the Buckwood Subdivision, north of Buck Lake Road, and South of U.S. Highway 90 (Mahan Drive). A plat depicting the Stewart Property is attached to this Agreement as **Exhibit "A"**.

Over the last several years, the DOT has made, and has been making, plans to widen Mahan Drive.

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The first phase (hereinafter referred to as "Phase One") of the widening has been completed to Dempsey Mayo Road. In order to obtain sufficient properties to construct the Phase One road improvements, the DOT filed a condemnation case styled DOT vs. Legacy Park Homeowners Association, Inc., et al, Case No.: 98-4989, in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida (hereinafter referred to as "Case Number One").

In Case Number One, the DOT obtained title to Parcels 144, 725, and 800 from the Ban Stewart Children and the Ban Stewart Grandchildren and Parcel 804 from Ban Stewart. Case Number One was amicably settled as evidenced by a *Stipulated Final Judgment* dated December 10, 2001, recorded in Official Records Book 2593, at Page 2176 of the Public Records of Leon County, Florida. Case Number One involved property necessary to construct a stormwater management facility depicted on the attached **Exhibit "A"** as **"Pond "A"** and referred to in this Agreement as the "Phase One SMF".

The Stewart Family has known for quite awhile that the DOT would need an additional part of the Stewart Property to complete the widening of Mahan Drive from Dempsey Mayo Road to U.S. Interstate Highway 10 (hereinafter referred to as "Phase Two"). Construction of Phase Two has not been started; however, the design is substantially completed and the necessary right-of-way has been acquired.

In order to obtain sufficient properties to construct the road improvements for Phase Two, the DOT filed a condemnation case styled DOT vs. Alban Stewart, Jr., et al, Case No.: 04-888CA, in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida (hereinafter referred to as "Case Number Two").

In Case Number Two, the DOT obtained title to Parcel 100 from the Ban Stewart Children pursuant to a *Stipulated Order of Taking*, dated June 3, 2004, recorded in Official Records Book 3110 at Page 363 of the Public Records of Leon County, Florida. Case Number Two remains pending. Parcel 100 was needed to accommodate a stormwater management facility (hereinafter referred to as the "Phase Two SMF") to meet a portion of the stormwater management requirements for Phase Two. The location of the proposed Phase Two SMF is depicted on the attached **Exhibit "A"** as **"Pond "B"**.

Since early in calendar year 2002, representatives of the Stewart Family and representatives of the DOT have had ongoing discussions about replacing the existing Phase One SMF and avoiding the proposed Phase Two SMF by providing a single stormwater management facility in the area depicted as **"Pond #1"** on the attached **Exhibit "A"**.

On the understanding that it would be paid a reasonable fee for its services and for the services of subcontracted professionals (hereinafter referred to as the "GPI Services"), GPI Southeast, Inc. f/k/a Varnum and Associates, Inc. (hereinafter referred to as "GPI") has provided design, engineering, surveying, soil analysis, and biological services deemed necessary to design and permit the Pond #1. The DOT has, on behalf

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of the Stewart Family, paid Varnum $150,000.00 for services rendered through May of 2004.

Pond #1 has been designed to accommodate the stormwater requirements for Phase One and Phase Two and will have additional stormwater capacity to serve a minor portion of the development of the Stewart Property which is currently owned by members of the Stewart Family. Pond #1 was not permitted by the Florida Department of Environmental Protection ("DEP") , but GPI is optimistic it will be permitted by the Northwest Florida Water Management District ("NWFWMD") and by Leon County.

In an abundance of caution, DOT has retained the LPA Group ("LPA") to design an alternative to Pond #1 but within the perimeter of the site where Pond #1 is designed to be located. The location of the pond designed by LPA is reflected on the attached **Exhibit "B"** and the property where it is designed to be located is described on the attached **Exhibit "B-1"** (hereinafter referred to as "Parcel 100 Revised") .

On the terms and conditions set forth below in this Agreement, the Stewart Family and the DOT have agreed to settle Case Number Two.

The *Stipulated Order of Taking*, dated June 3, 2004, recorded in Official Records Book 3110 at Page 363 of the Public Records of Leon County, Florida shall be amended to reflect that Parcel 100 shall hereafter refer to the real property depicted on the attached **Exhibit "B"** and described on the attached **Exhibit "B-2"** and not the real property described in said *Stipulated Order of Taking* and the Case Number Two SFJ shall confirm this substitution of property. DOT will design the stormwater management system (hereinafter referred to as "Phase Two SMF Revised") within the area of Pond #1 as depicted and described on **Exhibit "B"** and **Exhibit "B-2"** and will be responsible for all permits, construction, and maintenance of said Phase Two SMF Revised.

If all required permits are received before the date which is 30 days before DOT must obtain bids for the construction of the Phase Two SMF Revised, DOT will forego its rights as described in the previous paragraph and will replace the Phase One SMF and will not construct the Phase Two SMF Revised and the properties upon which they are located or designed to be located (ie Parcels 144, 725, 800, and 804 in Case Number One and Parcel 100 Revised in Case Number Two) will be returned to the Stewart Family members who originally owned such properties. In such event, Pond #1 shall be constructed in accordance with the terms and conditions of this Agreement.

Terms and Conditions

In consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The statements of fact reflected in the foregoing Background Information section of this Agreement are true and correct.

2. This Agreement shall be incorporated into an *Amended Order of Taking and Stipulated Final Judgment* (hereinafter referred to as the "Case Number Two SFJ")

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and presented to the Judge assigned to Case Number Two for approval and signature no later than thirty (30) days from the date of this Agreement.

3. Except as may later occur in accordance with paragraph 4 of this Agreement,

(a) The *Stipulated Order of Taking*, dated June 3, 2004, recorded in Official Records Book 3110 at Page 363 of the Public Records of Leon County, Florida shall be amended to reflect that Parcel 100 shall hereafter refer to the real property depicted and described on the attached **Exhibit "B"** and **Exhibit "B-2"** (ie Parcel 100 Revised") and not the real property described in said *Stipulated Order of Taking* as Parcel 100 and shall carry with it the right and privilege to convey treated stormwater into *Buck Lake* and the Case Number Two SFJ shall confirm this amendment.

(b) DOT through its agent The LPA Group Incorporated (hereinafter referred to as "LPA") shall design and obtain all requisite permits for the Phase Two SMF Revised and it shall be constructed by DOT pursuant to such permitted LPA plans and specifications on Parcel 100 Revised and thereafter maintained by DOT.

4. If GPI is able to obtain all requisite permits (hereinafter referred to as the "Permits") to construct Pond #1 by the date which is 30 days prior to the time DOT advertises for bids for the construction of the Phase Two SMF Revised on Parcel 100 Revised as provided above in paragraph 3 of this Agreement, then the provisions of this paragraph 4 shall amend the provisions of the above paragraph 3 and

a. The Case Number Two SFJ will be amended to reflect the fact.

b. DOT shall cause Pond #1 to be constructed in accordance with the permits obtained by GPI and will assign all contractor warranties to the Stewart Family.

c. Within thirty (30) days after the completion of Pond #1, DOT shall quitclaim any interest in the property identified as Parcels 144, 725, and 800 in Case Number One to the Ban Stewart Children and Ban Stewart Grandchildren.

d. Within thirty (30) days after the completion of Pond #1, DOT shall quitclaim any interest in the property identified as Parcel 804 in Case Number One to Ban Stewart.

e. Within thirty (30) days after the date GPI obtains the Permits, DOT shall quitclaim any interest in the property identified as Parcel 100 Revised in Case Number Two to Ban Stewart.

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f. Within thirty (30) days after the date GPI obtains the Permits, Ban Stewart shall convey two (2) permanent easements to DOT in the forms attached to this Agreement as **Exhibit "C-1"** and **Exhibit "C-2"**over, under, across, and through the two (2) parcels of real property required for Pond #1 which are described in the attached forms of easements. The first easement (ie **Exhibit "C-1"**) provides for treated stormwater to discharge in and through *Buck Lake* from Pond #1.

g. DOT shall construct Pond #1 at its expense according to the permitted plans and specifications prepared by GPI the version of which is contained with the application to the NWFWMD being attached to this Agreement as **Exhibit "D"** and in accordance with the permits obtained by GPI the NWFWMD and Leon County as a function of its services in Case Number Two.

h. Pond #2, as depicted on the attached **Exhibit "A"**, shall be permitted along with Pond #1 according to the plans and specifications prepared by GPI and attached to this Agreement as **Exhibit "D"**.

i. DOT shall receive the easements identified above in subparagraphs 4. f to allow the construction, maintenance, and use of Pond #1 subject to the right and entitlement of the Stewart Family to retain all capacity and treatment rights in Pond #1 in excess of the DOT stormwater requirements for Phase One and Phase Two as reflected on the attached **Exhibit "D"** (It is anticipated that DOT will use approximately 46% of the capacity of Pond #1).

j. The DOT shall remove all of the Phase One SMF except as provided in the following sentence and return the surface area as near as practical to its natural ground level. The existing driveway or curb cut used to access the Phase One SMF shall not be closed but shall be allowed to remain after DOT widens U.S. Highway 90 and the existing underground outfall pipe extending from the pond to *Buck Lake* shall not be removed but shall remain. DOT shall incorporate such plans and specifications into its construction plans as are necessary to accomplish the foregoing and shall obtain, at its expense, all requisite permits to do so.

k Once Pond #1 is completed, the fee simple owner(s) of the real property upon which it is located shall be responsible for its maintenance in accordance with the operating permits from NWFWMD and Leon County. DOT shall deposit with the NWFWMD-required entity with the obligation to maintain Pond #1, 46% of the dollar cost of the "financial responsibility mechanism" required by Section 12.3 of Volume I of the Florida Department of Environmental Protection and Northwest Florida Water Management District Environmental Resource Permit Applicant's Handbook adopted by NWFWMD pursuant to Section 62-346.091 of the Florida Administrative Code.

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If:

(1) a significant portion of the Stewart Property is later developed with publicly maintained infrastructure (eg roads, water, sewer, and stormwater management facilities), and

(2) the stormwater generated by public facilities within the development plan area is directed to Pond #1 utilizing the excess stormwater capacity in Pond #1, and

(3) the development plan allows for the transfer of ownership and maintenance of Pond #1 to Leon County, and

(4) Leon County accepts the ownership and maintenance of Pond #1,

then the fee simple owner(s) of the property upon which Pond #1 is constructed shall convey and assign all of its or their right, title, and interest in Pond #1 to Leon County subject to two (2) stormwater easements in favor of DOT (ie those mentioned above in subparagraph 4.f).

l. As used in this paragraph 4, the words "completed", and "completion" mean when Pond #1 is operating, the as-built survey has been prepared and approved, all operating permits have been issued, and all other regulatory requirements have been met.

5. If GPI is not able to obtain the Permits to construct Pond #1 by the time DOT advertises for bids for the construction of the Phase Two SMF Revised on Parcel 100 Revised as provided above in paragraph 3 of this Agreement, then DOT shall pay the Stewart Family the sum of $129,000.00 within 30 days after the date DOT advertises for such bids.

6. This Agreement constitutes the sole agreement between the parties with respect to the matters referred to herein and shall not be modified except by a writing signed by the Stewart Family and DOT.

7. This Agreement shall be enforced in accordance with and governed by the laws of the State of Florida.

8. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties and shall be a covenant running with the land.

9. DOT shall pay GPI for the reasonable fees and costs of the GPI Services for the period beginning June 1, 2004, and ending when all efforts to obtain the Permits have been reasonably exhausted. If DOT and GPI cannot agree on the amount of the fees and costs, then the presiding Judge in Case Number Two shall be authorized to make the binding determination.

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10. DOT shall pay Charles R. Gardner (hereinafter referred to as the "attorney") of Gardner, Wadsworth, Duggar, Bist & Wiener, P.A. for the reasonable attorneys fees incurred by the Stewart Family in accomplishing the settlement. If DOT and the attorney cannot agree on the amount of the attorneys fees, then the presiding Judge in Case Number Two shall be authorized to make the binding determination.

Executed by the parties as of the date first above written.

State of Florida, Department of Transportation

By: _____
Print Name: John Duncan
Its: District 3rd Dlw Manager

_____
Alban Stewart

_____
Alban Stewart, Jr.

_____
Mary Nan Stewart

_____
Clark S. Camp

_____
James Sibley Richerson, Jr.

_____
Alban Stewart, III

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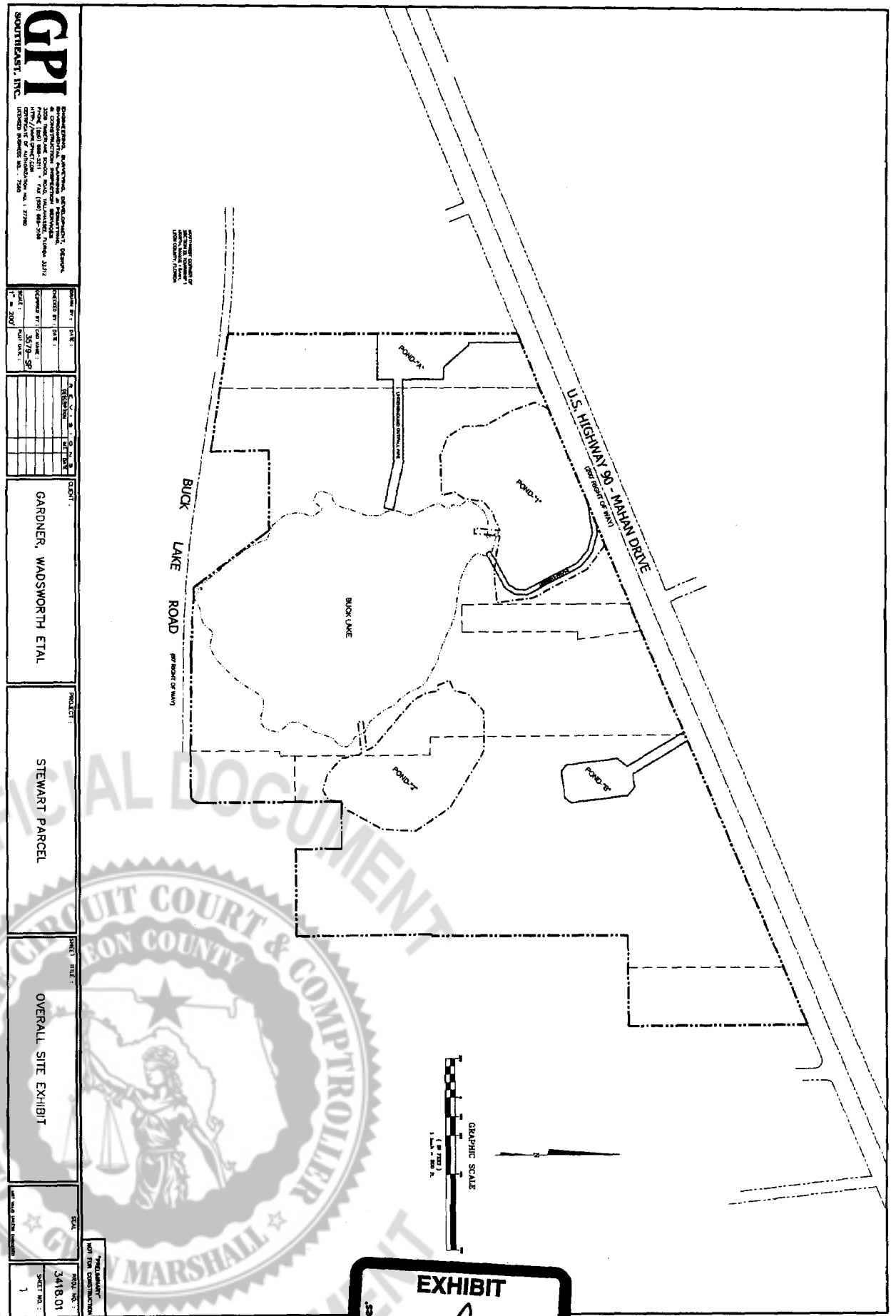

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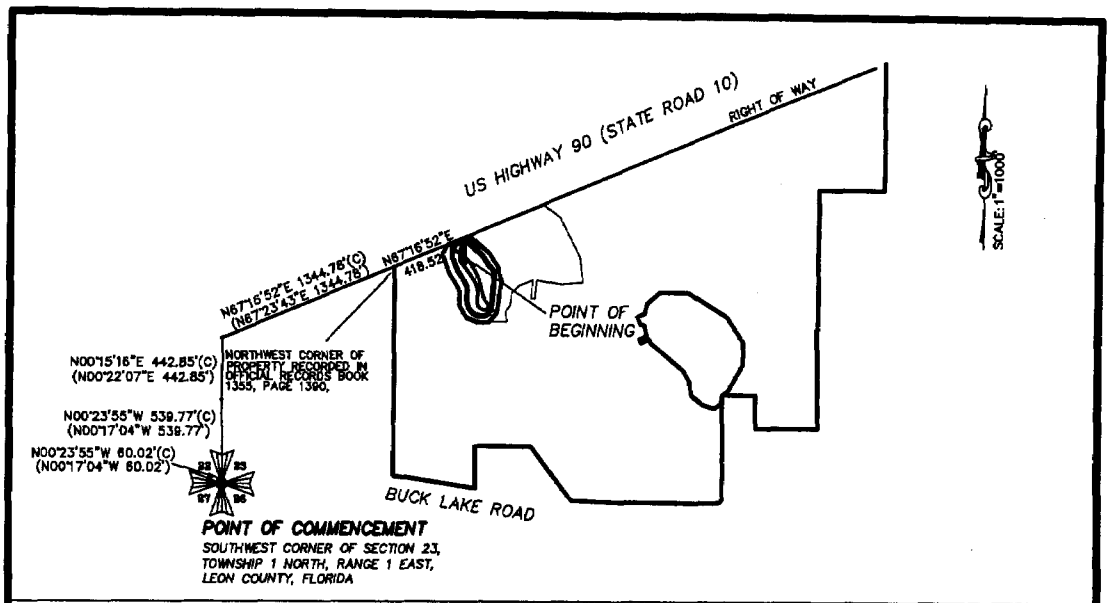

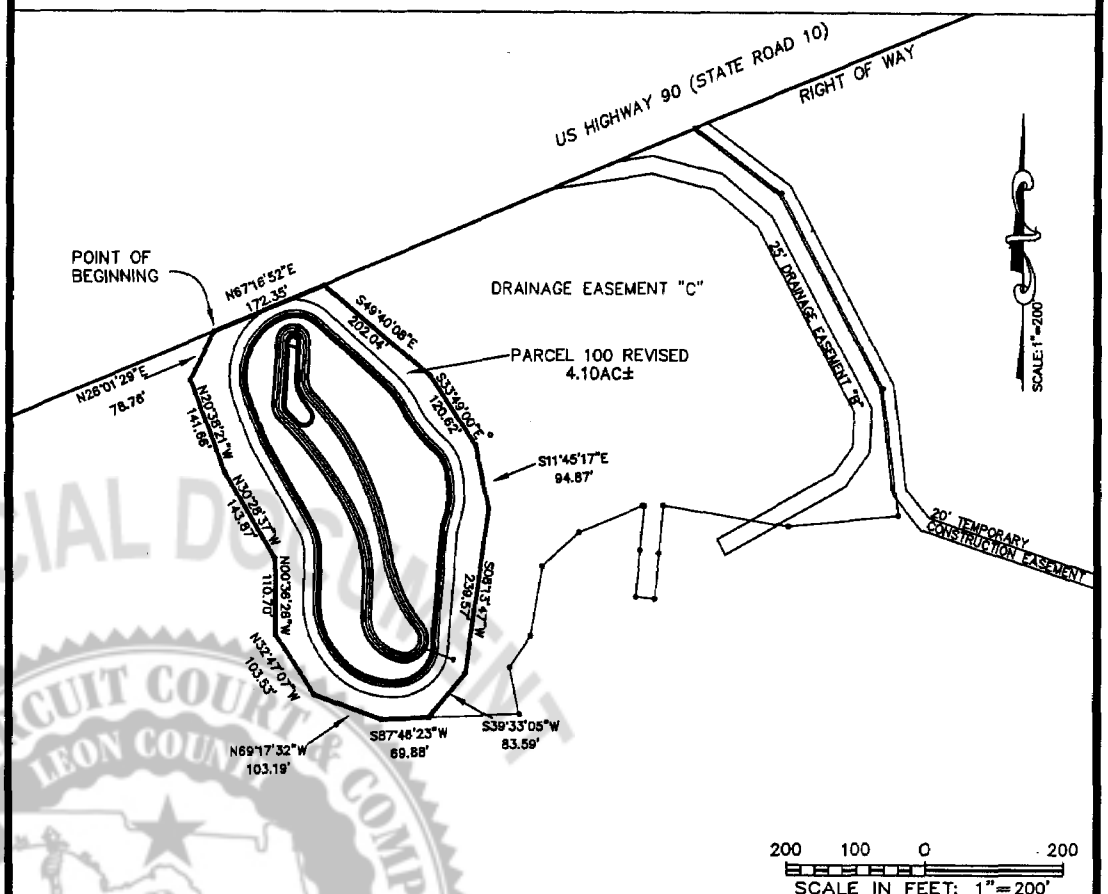

NOTES:
1) THIS IS NOT A BOUNDARY SURVEY
2) BEARINGS ARE BASED ON GRID NORTH AS REFERENCED TO STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA NORTH ZONE.
3) MEASUREMENTS SHOWN IN PARENTHASIS ARE DEED, PLAT OR CALCULATED VALUES.

SURVEYOR'S CERTIFICATE:
I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Paul N. Williamson
Professional Surveyor and Mapper
Certificate Number 3208

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA • LANA
PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3293 EB#79
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
PHONE: 850-385-1179 FAX: 850-385-1404

SKETCH OF DESCRIPTION
PARCEL 100 REVISED
4.10 ACRES± IN SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 EAST,
[illegible] COUNTY, FLORIDA

SCALE:	PROJECT NO.:	SHEET
AS SHOWN	3640.002.1	1
DATE: 10/11/2007	FIELDBOOK: N/A	
DRAWN BY: PNW		OF
CAD NO.: 3640 Parcel 100 REV.dwg		2
REVISED:	BY:	

EXHIBIT
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Allen Nobles & Associates, Inc.
PROFESSIONAL SURVEYING & ENGINEERING

2844 Pablo Avenue
Tallahassee, FL 32308
Phone: (850) 385-1179
Fax: (850) 385-1404

ANA Project No. 3640.002.1
October 11, 2007
Sheet 2 of 2

4.10 Acres± Parcel 100 Revised in Section 23, Township 1 North, Range 1 East, Leon County, Florida

Commencing at the Southwest corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida; thence North 00 degrees 23 minutes 55 seconds West along the West boundary of said Section 23 a distance of 60.02 feet; thence continue North 00 degrees 23 minutes 55 seconds West along said line a distance of 539.77 feet thence North 00 degrees 15 minutes 16 seconds East a distance of 442.85 feet to a point on the Southerly right of way boundary of U.S. Highway 90 (State Road 10), thence run along said Southerly right of way boundary as follows: North 67 degrees 16 minutes 52 seconds East a distance of 1,344.78 feet to a concrete monument marking the Northwest corner of that property recorded in Official Records Book 1355, Page 1390 of the Public Records of Leon County, Florida, thence North 67 degrees 16 minutes 52 seconds East, a distance of 418.52 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 67 degrees 16 minutes 52 seconds East along said right of way boundary a distance of 172.35 feet thence leaving said right of way boundary South 49 degrees 40 minutes 08 seconds East a distance of 202.04 feet, thence South 33 degrees 49 minutes 00 seconds East a distance of 120.62 feet, thence South11 degrees 45 minutes 17 seconds East a distance of 94.87 feet, thence South 08 degrees 13 minutes 45 seconds West a distance of 239.57 feet, thence South 39 degrees 33 minutes 05 seconds West a distance of 83.59 feet, thence South 87 degrees 46 minutes 23 seconds West a distance of 69.88 feet, thence North 69 degrees 17 minutes 32 seconds West a distance of 103.19 feet, thence North 32 degrees 47 minutes 07 seconds West a distance of 103.53 feet, thence North 00 degrees 36 minutes 26 seconds West a distance of 110.70 feet, thence North 30 degrees 28 minutes 37 seconds West a distance of 143.87 feet, thence North 20 degrees 38 minutes 21 seconds West a distance of 141.66 feet, thence North 26 degrees 01 minutes 29 seconds East a distance of 78.76feet, to the POINT OF BEGINNING, containing 4.10 acres, more or less.

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This Instrument Prepared By:
Charles R. Gardner
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
(850) 385-0070
Parcel ID:

STORMWATER TREATMENT, ATTENUATION, AND OUTFALL EASEMENT AGREEMENT

This *Stormwater Treatment, Attenuation, and Outfall Easement Agreement* (hereinafter referred to as this "Agreement") is made and entered into this _____ day of _____, 2007, by and between:

- **State of Florida, Department of Transportation** (hereinafter referred to as the "FDOT"), whose mailing address is Florida Department of Transportation, District 3, Attn.: District Secretary, Post Office Box 607, Chipley, Florida 32428, and
- **Alban Stewart** (hereinafter referred to as "Stewart"), whose mailing address is 1997 Buck Lake Circle, Tallahassee, Florida 32317.

STATEMENT OF PURPOSE AND INTENT

Stewart is the owner of certain property in Leon County, Florida, particularly described on the attached **Exhibit "A"** (hereinafter referred to as the "Pond #1 Property") as well as the real property upon which *Buck Lake* is situated. FDOT has constructed and is constructing improvements within the right-of-way of U.S. Highway 90 (Mahan Drive) that requires off-site stormwater treatment and attenuation. The Pond #1 Property is contiguous to the right-of way and has been designed for use as a stormwater management facility (hereinafter referred to as "Pond #1") that meets the requirements of FDOT. Pond #1 is also contiguous to *Buck Lake*. FDOT desires to receive a permanent easement on, over, under, and through the Pond #1 Property that will enable it to perform certain excavation and construction work on the Pond #1

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Property and thereafter use a portion of it to receive, treat, and attenuate stormwater from the right-of-way of U.S. Highway 90 and have an outfall from Pond #1 into *Buck Lake*. Stewart has agreed to convey a perpetual easement to FDOT that will enable FDOT to perform certain excavation and construction work on the Pond #1 Property and thereafter use a portion of it to receive, treat, and attenuate stormwater from the right-of-way of U.S. Highway 90 and have an outfall from Pond #1 into *Buck Lake*.

A plat depicting the Pond #1 Property in relation to the right-of-way of U.S. Highway 90 and *Buck Lake* and the plans and specifications (hereinafter referred to as the "GPI Plans and Specifications") for the Pond #1 to be constructed on the Pond #1 Property is attached to this Agreement as **Exhibit "B"**.

This Agreement is a result of that certain Settlement Agreement (hereinafter referred to as the "Settlement Agreement") dated August ___, 2007, incorporated into a Stipulated Final Judgment dated August ___, 2007, recorded in Official Records Book ____, at Page ____ of the Public Records of Leon County, Florida.

STATEMENT OF AGREEMENT

In consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Stewart and FDOT agree as follows:

1. Stormwater Treatment and Attenuation. Stewart hereby grants, bargains, sells and conveys to FDOT, and FDOT hereby purchases and receives, on the terms and conditions set forth in this Agreement, an irrevocable and perpetual easement for the purposes of constructing Pond #1 in accordance with the GPI Plans and Specifications on the Pond #1 Property and upon completion of Pond #1 and receipt of an operating permit to use Pond #1 as a stormwater management facility meeting the

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regulatory requirements of Leon County, Florida, to use Pond #1 to receive, treat, and attenuate stormwater from the right-of-way of U.S. Highway 90 with an outfall for treated stormwater into *Buck Lake* in the manner provided in the GPI Plans and Specifications. The treatment volume for Pond #1 is _____ square feet. The easement hereby granted shall be used for and limited to: treatment and attenuation of stormwater from _____ square feet of impervious area for the existing U.S. Highway 90 and the treatment and attenuation of stormwater from _____ square feet of impervious area for the Phase II widening of U.S. Highway 90 from Dempsey Mayo Road to U.S. Interstate 10 (ie _____% of the treatment volume shall be reserved for and used by DOT and _____% of the treatment volume is reserved for use by Stewart, and or his assigns) and shall not be used for any other purpose or property without the written approval of Stewart or his designee.

2. Design, Regulatory Approvals, and Permits. DOT will promptly apply for, and diligently pursue, all applications, approvals, and permits required to construct Pond #1 on the Pond #1 Property in accordance with the GPI Plans and Specifications. FDOT will pay all application and permitting fees associated with the construction of Pond #1, all engineering costs associated with the design of Pond #1, and all construction costs associated with the construction of Pond #1.

3. Construction. FDOT shall construct Pond #1 in accordance with the GPI Plans and Specifications. Construction of Pond #1 shall commence at such time that FDOT has sufficient funds to construct Pond #1 and will thereafter complete the construction of Pond #1 in a timely and reasonable amount of time. FDOT will perform all construction and site work in accordance with all standards and requirements of

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federal, state, and local laws and regulations, and shall pursue such construction diligently, continuously, and without interruption until Pond #1 is completed.

4. Right to Pursue and Complete. If FDOT is unable to construct Pond #1 by the time Stewart wants it constructed, Stewart may, at his option and expense, enter upon the Pond #1 Property and construct Pond #1 in place of FDOT but only in accordance with the GPI Plans and Specifications as permitted.

5. Maintenance. Stewart will maintain Pond #1 in full accordance with all federal, state, and local applicable laws, rules, and regulations applicable to Pond #1. FDOT shall have the right and privilege, but not the obligation, to maintain Pond #1 in the event Stewart fails to do so.

6. Required Permits. Stewart shall obtain and keep in full force and effect all operating permits now or hereafter required by any governmental agency for Pond #1. FDOT shall have the right and privilege, but not the obligation, to obtain all operating permits in the event Stewart fails to do so.

7. Transfer of Ownership of Pond #1: If:

(a) a significant portion of the Stewart Property is later developed as a publicly maintained facility, and

(b) the stormwater generated by public facilities within the development plan area is directed to Pond #1 utilizing the excess stormwater capacity in Pond #1, and

(c) the development plan allows for the transfer of ownership and maintenance of Pond #1 to Leon County, and

(d) Leon County accepts the ownership and maintenance of Pond #1,

then the fee simple owner of the property upon which Pond #1 is constructed shall convey and assign all of its or their right, title, and interest in Pond #1 to Leon County subject to two (2) stormwater

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easements in favor of DOT (ie this Agreement and the other easement mentioned in subparagraph C.4 of the Settlement Agreement).

8. Miscellaneous. This Agreement constitutes the sole agreement between the parties with respect to the matters referred to herein and shall not be modified except by a writing signed by both Stewart and FDOT. This Agreement shall be enforced in accordance with and governed by the laws of the State of Florida. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties who may have an ownership interest in the Pond #1 Property.

9. Hazardous Waste and Toxic Substances. Pond #1 is not intended to accept or treat hazardous waste or toxic substances. Nothing in this Agreement shall be interpreted as an assumption of liability by the holder of an ownership interest or right in Pond #1 in the event any hazardous waste or toxic substance enters Pond #1. In the event hazardous waste or toxic substances enter Pond #1, the holders of ownership interests in Pond #1 shall work in good faith to pursue the person or entity causing the hazardous waste or toxic substance to enter Pond #1.

IN WITNESS WHEREOF, Stewart and FDOT have executed this Agreement as of the day and year first above written.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By:_____
Print Name:_____
Its:_____

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CLERK OF THE CIRCUIT COURT & COMPTROLLER LEON COUNTY GWEN MARSHALL
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Print Name:_____

Alban Stewart

Print Name:_____

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged this ____ day of _____, 2007, by _____, as the _____ of the State of Florida, Department of Transportation, on behalf of said agency of the State of Florida.
(__) He/She is personally known to me; or
(__) He/She has produced his/her_____ as identification.

NOTARY PUBLIC

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged this ____ day of _____, 2007, by Alban Stewart.
(__) He is personally known to me; or
(__) He has produced his _____ as identification.

NOTARY PUBLIC

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LEON COUNTY
GWEN MARSHALL
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Allen Nobles & Associates, Inc.
PROFESSIONAL SURVEYING & ENGINEERING

2844 Pablo Avenue
Tallahassee, FL 32308
Phone: (850) 385-1179
Fax: (850) 385-1404

ANA Project No. 3640.002.1
August 13, 2007
Sheet 2 of 2

Pond #1

11.22 Acres± Drainage Easement "C" in Section 23, Township 1 North, Range 1 East, Leon County, Florida

Commencing at the Southwest corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida; thence North 00 degrees 17 minutes 04 seconds West along the West boundary of said Section 23 a distance of 60.02 feet; thence continue North 00 degrees 17 minutes 04 seconds West along said line a distance of 539.77 feet thence North 00 degrees 22 minutes 07 seconds East a distance of 442.85 feet to a point on the Southerly right of way boundary of U.S. Highway 90 (State Road 10), thence run along said Southerly right of way boundary as follows: North 67 degrees 23 minutes 43 seconds East a distance of 1,344.78 feet, thence North 67 degrees 13 minutes 22 seconds East, a distance of 418.76 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 67 degrees 13 minutes 22 seconds East along said right of way boundary a distance of 758.94 feet thence leaving said right of way boundary South 53 degrees 06 minutes 30 seconds East a distance of 157.86 feet, thence South 27 degrees 27 minutes 00 seconds East a distance of 317.19 feet, thence South 06 degrees 48 minutes 15 seconds East a distance of 184.80 feet, thence South 84 degrees 15 minutes 09 seconds West a distance of 158.67 feet, thence North 80 degrees 35 minutes 37 seconds West a distance of 183.84 feet, thence South 05 degrees 05 minutes 24 seconds West a distance of 68.91 feet, thence South 05 degrees 34 minutes 23 seconds West a distance of 66.50 feet, thence North 83 degrees 49 minutes 59 seconds West a distance of 28.02 feet, thence North 05 degrees 34 minutes 23 seconds East a distance of 67.91 feet, thence North 05 degrees 05 minutes 24 seconds East a distance of 63.58 feet, thence North 84 degrees 54 minutes 36 seconds West a distance of 3.01 feet, thence South 67 degrees 34 minutes 20 seconds West a distance of 99.71 feet, thence South 48 degrees 04 minutes 00 seconds West a distance of 72.49 feet, thence South 09 degrees 01 minutes 10 seconds West a distance of 101.78 feet, thence South 34 degrees 00 minutes 42 seconds West a distance of 56.24 feet, thence South 11 degrees 56 minutes 21 seconds East a distance of 69.28 feet, thence South 87 degrees 46 minutes 23 seconds West a distance of 202.61 feet, thence North 69 degrees 17 minutes 32 seconds West a distance of 103.19 feet, thence North 32 degrees 47 minutes 07 seconds West a distance of 103.53 feet, thence North 00 degrees 36 minutes 26 seconds West a distance of 110.70 feet, thence North 30 degrees 28 minutes 37 seconds West a distance of 143.87 feet, thence North 20 degrees 38 minutes 21 seconds West a distance of 141.66 feet, thence North 26 degrees 01 minutes 29 seconds East a distance of 78.88 feet, to the POINT OF BEGINNING, containing 11.82 acres, more or less.

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LEON COUNTY
GWEN MARSHALL
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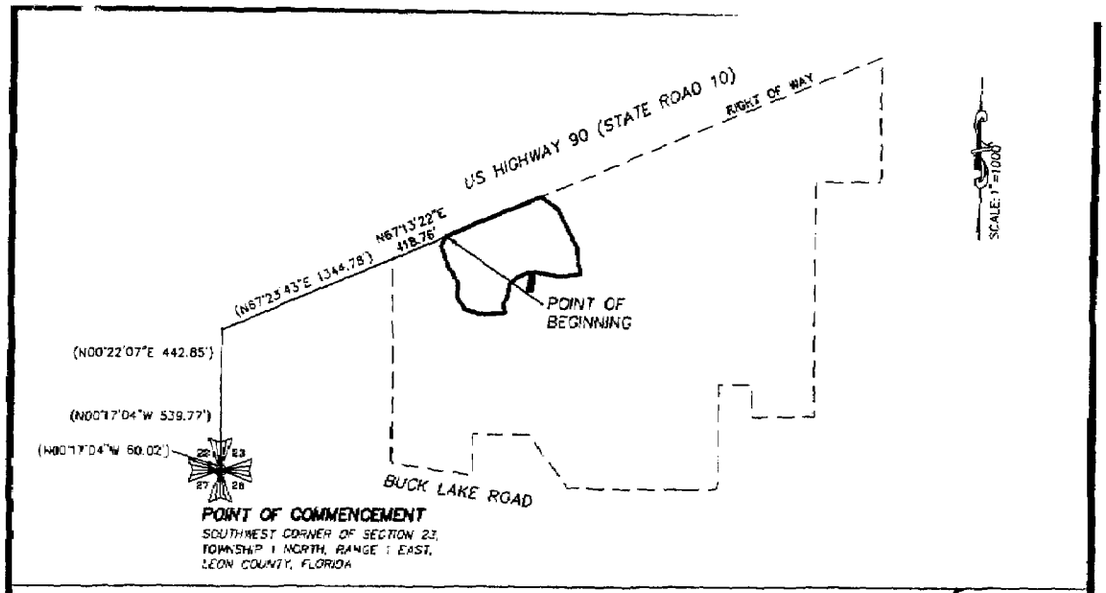
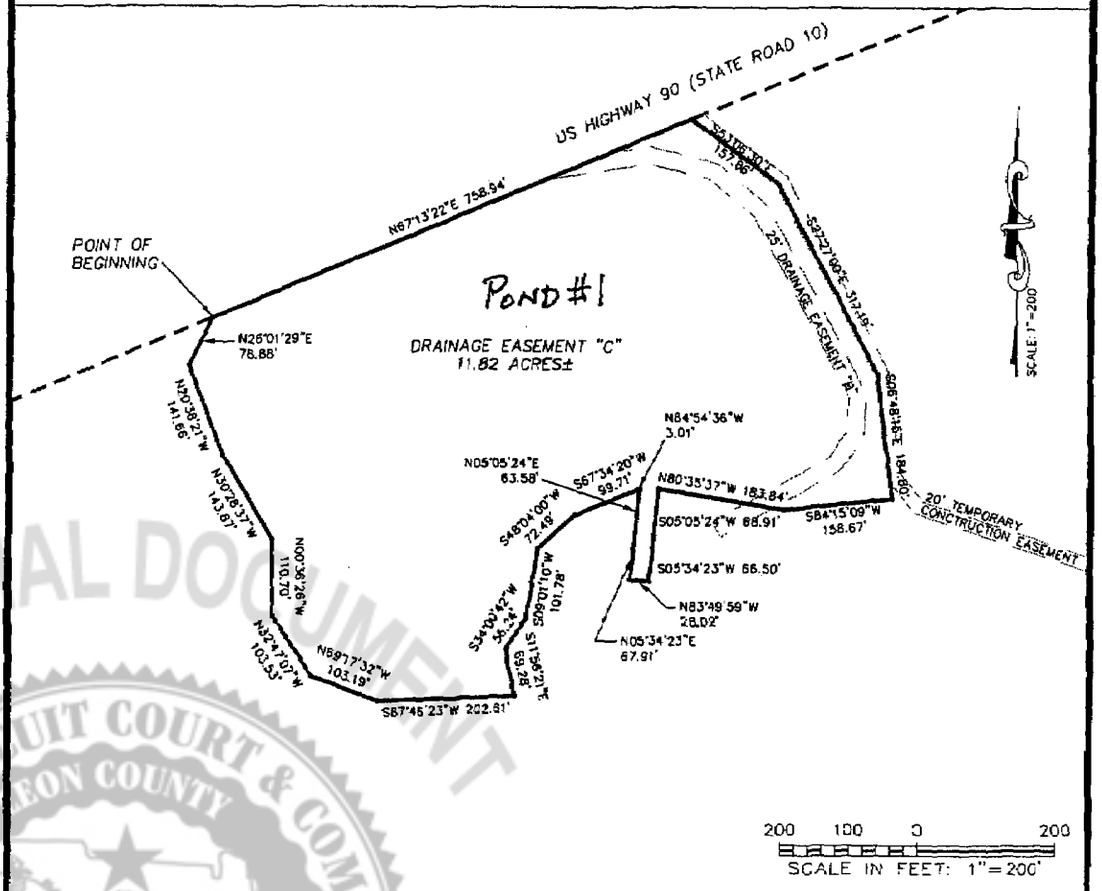
EXHIBIT "A"
to
Easement Agreement





NOTES:
1) THIS IS NOT A BOUNDARY SURVEY
2) BEARINGS ARE BASED ON GRID NORTH AS REFERENCED TO STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA NORTH ZONE.
3) MEASUREMENTS SHOWN IN PARENTHASIS ARE DEED, PLAT OR CALCULATED VALUES.

SURVEYOR'S CERTIFICATE:
I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Paul N. Williamson
Professional Surveyor and Mapper
Certificate Number 3309

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA • LANARK
PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3293 EB#7990
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
PHONE: 850-385-1179 FAX: 850-385-1404

SKETCH OF DESCRIPTION
DRAINAGE EASEMENT "C"
11.82 ACRES± IN SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

CLIENT: ALBAN STEWART

SCALE:	PROJECT NO.:	SHEET
AS SHOWN	3640.002.1	1
DATE:	FIELDBOOK:	
8/13/2007	N/A	OF
DRAWN BY:		
DAV		2
CAD NO.:		
3640 EASE.dwg		
REVISED:	BY:	

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EXHIBIT "B"
to
Easement Agreement

UNOFFICIAL DOCUMENT
CLERK OF THE CIRCUIT COURT & COMPTROLLER
LEON COUNTY

DRAFT August 24, 2007 CLEAN 3 00 PM
This Instrument Prepared By:
Charles R. Gardner
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
(850) 385-0070
Parcel ID:

GRANT OF STORMWATER CONVEYANCE EASEMENT

This Grant of Stormwater Conveyance Easement (hereinafter referred to as this "Easement") is given this _____ day of _____, 2007, by **Alban Stewart** (hereinafter referred to as "Stewart"), whose mailing address is 1997 Buck Lake Circle Tallahassee, Florida 32317 to **State of Florida, Department of Transportation** (hereinafter referred to as the "FDOT"), whose mailing address is Florida Department of Transportation, District 3, Attn.: District Secretary, Post Office Box 607, Chipley, Florida 32428.

FDOT has asked Stewart for an easement to allow existing stormwater to continue to flow from the right-of-way of U.S. Highway 90 through a stormwater piping system to be constructed into *Buck Lake*.

In consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Stewart does hereby grant, bargain, and convey to FDOT the right to construct a stormwater conveyance system in accordance with the plans and specifications prepared by GPI Southeast, Inc. attached to this easement as **Exhibit "A"** and to thereafter convey stormwater over, across, and through the stormwater system located within the property described in the attached **Exhibit "B"** (hereinafter referred to as the "Easement Area"), together with the free right of ingress and egress over and across the Easement Area,

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GWEN MARSHALL
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EXHIBIT
tabbies
C-2

insofar as such right of ingress and egress is necessary to the proper use of the right granted in this Easement, and together with the right to maintain the stormwater conveyance system within the Easement Area.

IN WITNESS WHEREOF, Stewart has executed this Easement on the date first above written.

WITNESSES:

_____
Print Name:_____

_____
Alban Stewart

_____
Print Name:_____

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged this ____ day of _____, 2007, by Alban Stewart.
(__) He is personally known to me; or
(__) He has produced his _____ as identification.

_____
NOTARY PUBLIC

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LEON COUNTY
GWEN MARSHALL
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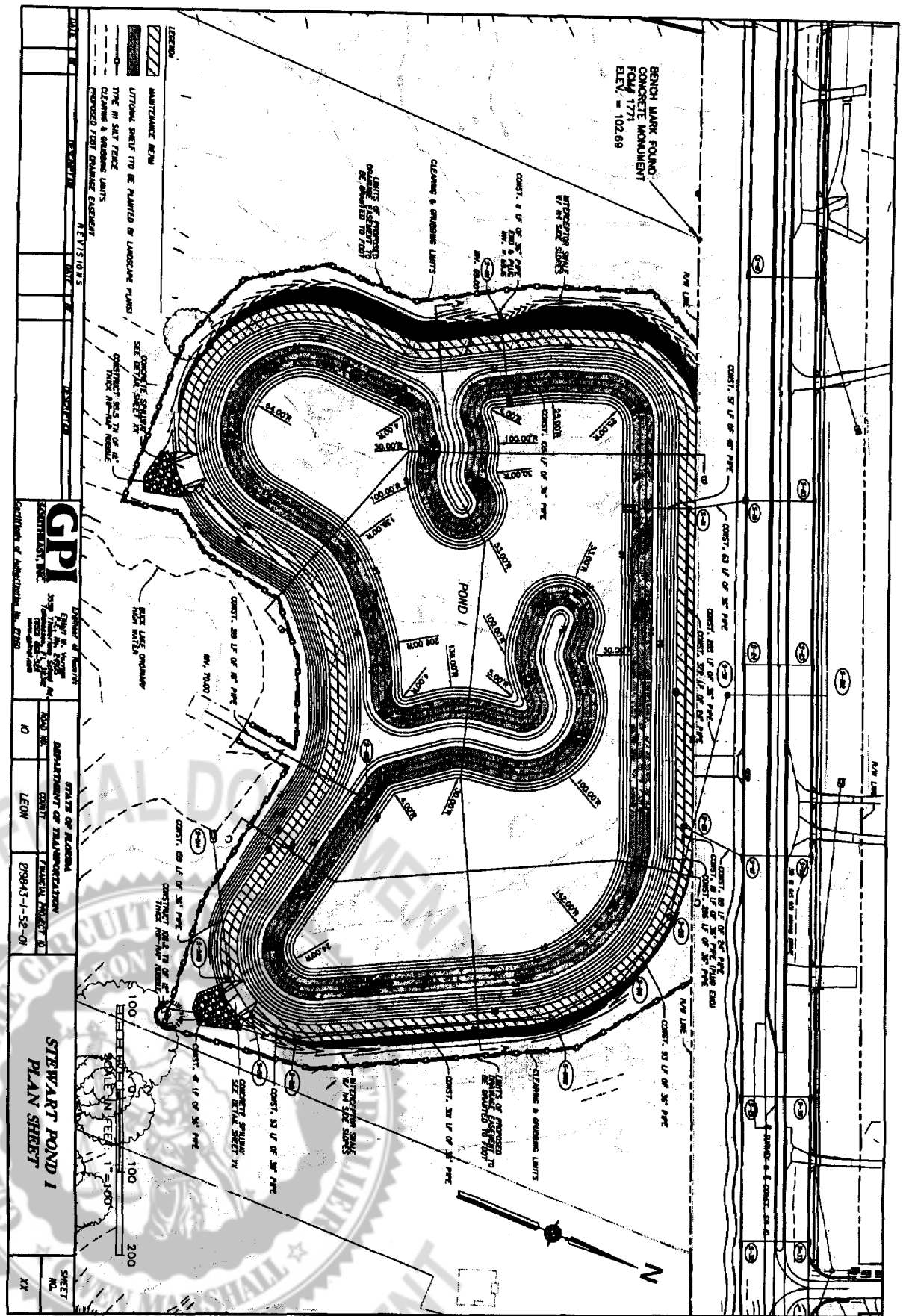

EXHIBIT "A"

Page 1 of 6

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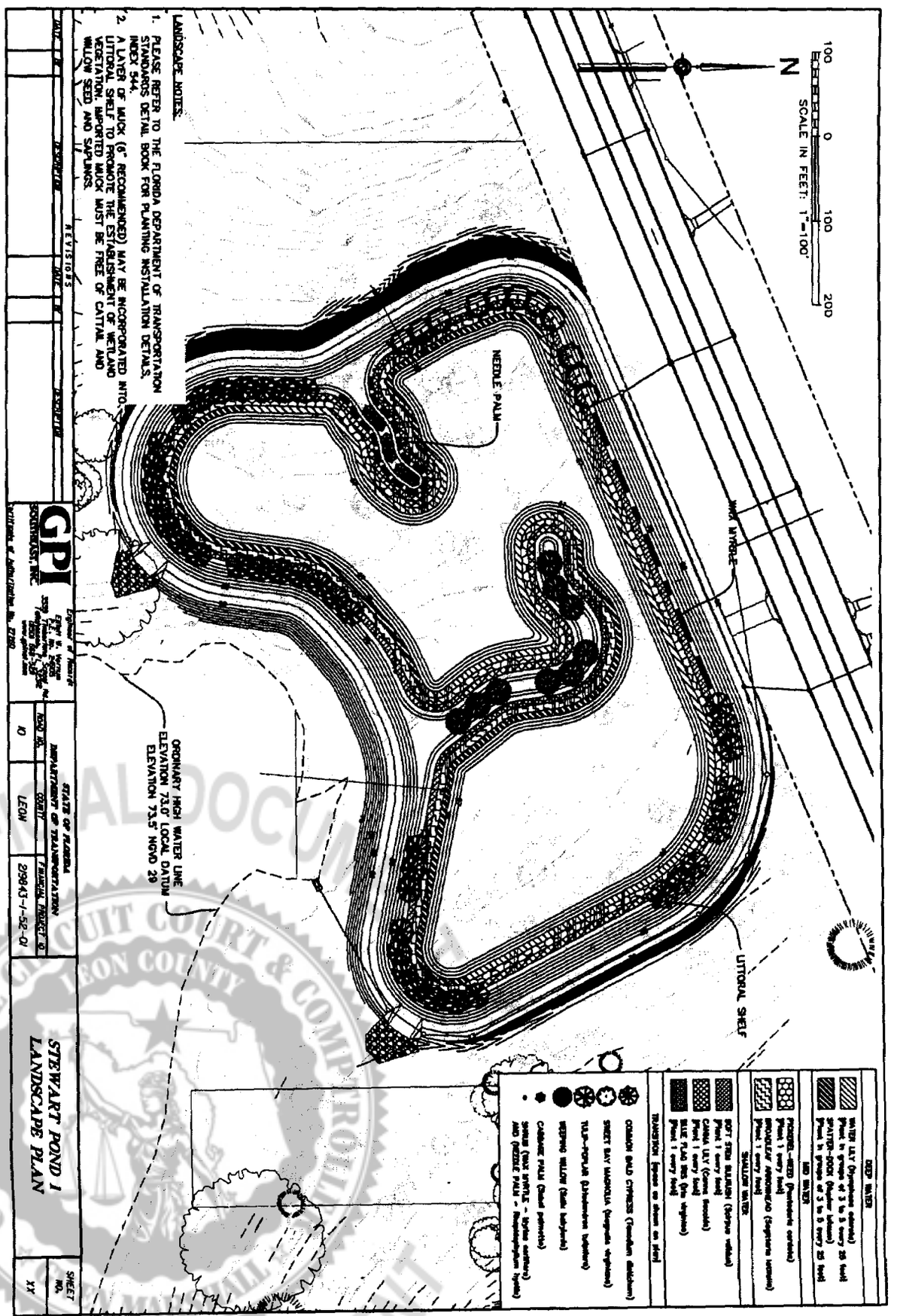

LANDSCAPE NOTES:

1. PLEASE REFER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS DETAIL BOOK FOR PLANTING INSTALLATION DETAILS, INDEX 544.
2. A LAYER OF MUCK (6" RECOMMENDED) MAY BE INCORPORATED INTO LITTORAL SHELF TO PROMOTE THE ESTABLISHMENT OF WETLAND VEGETATION. IMPORTED MUCK MUST BE FREE OF CATTAIL AND WILLOW SEED AND SAPLINGS.

REVISIONS

DATE	DESCRIPTION
JUNE 07	

GPI SOUTHEAST, INC.

Engineer of Record
Certificate of Authorization No. 4788

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
10	LEON	29843-1-52-01

STEWART POND 1
LANDSCAPE PLAN

SHEET NO. XX

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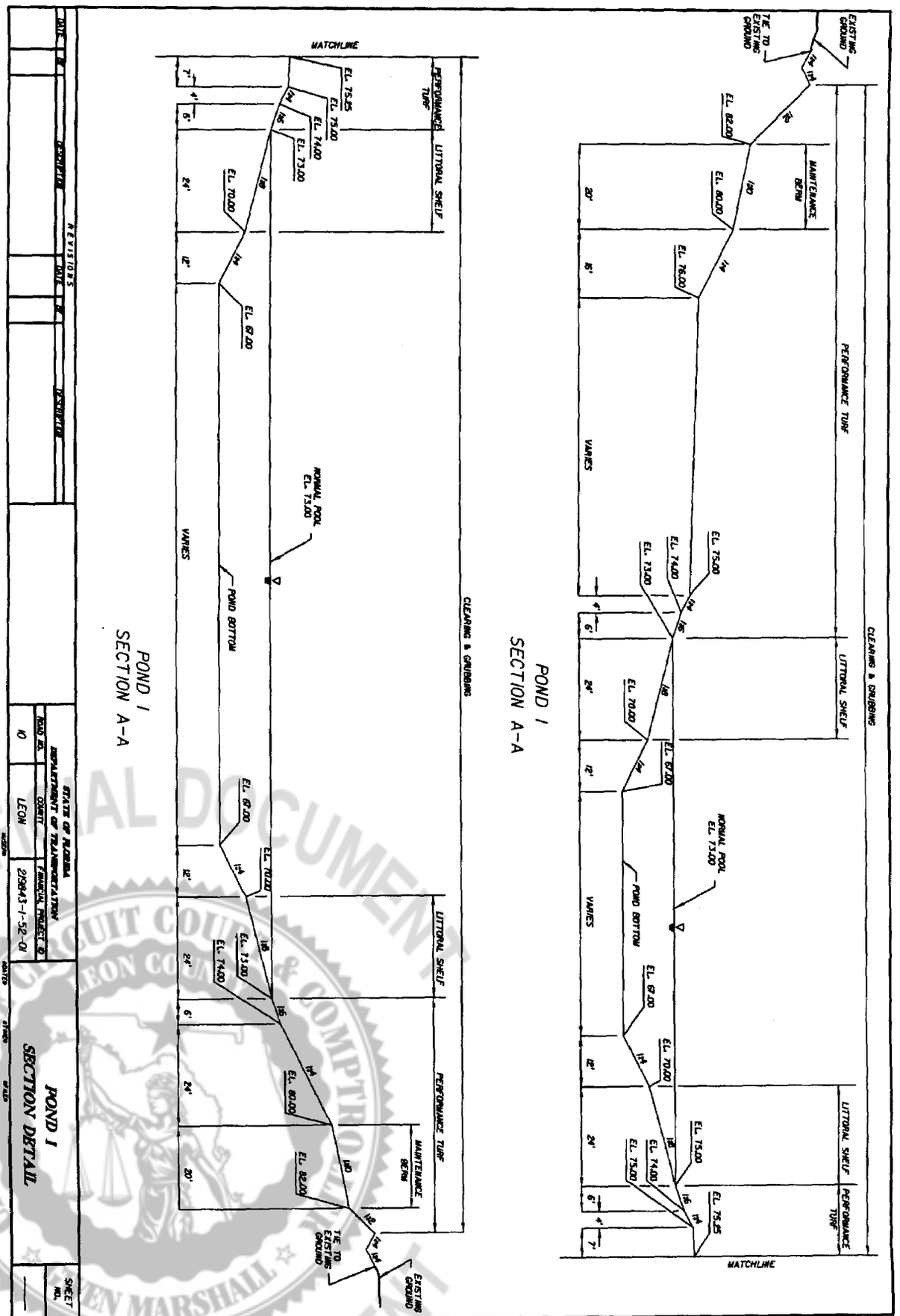

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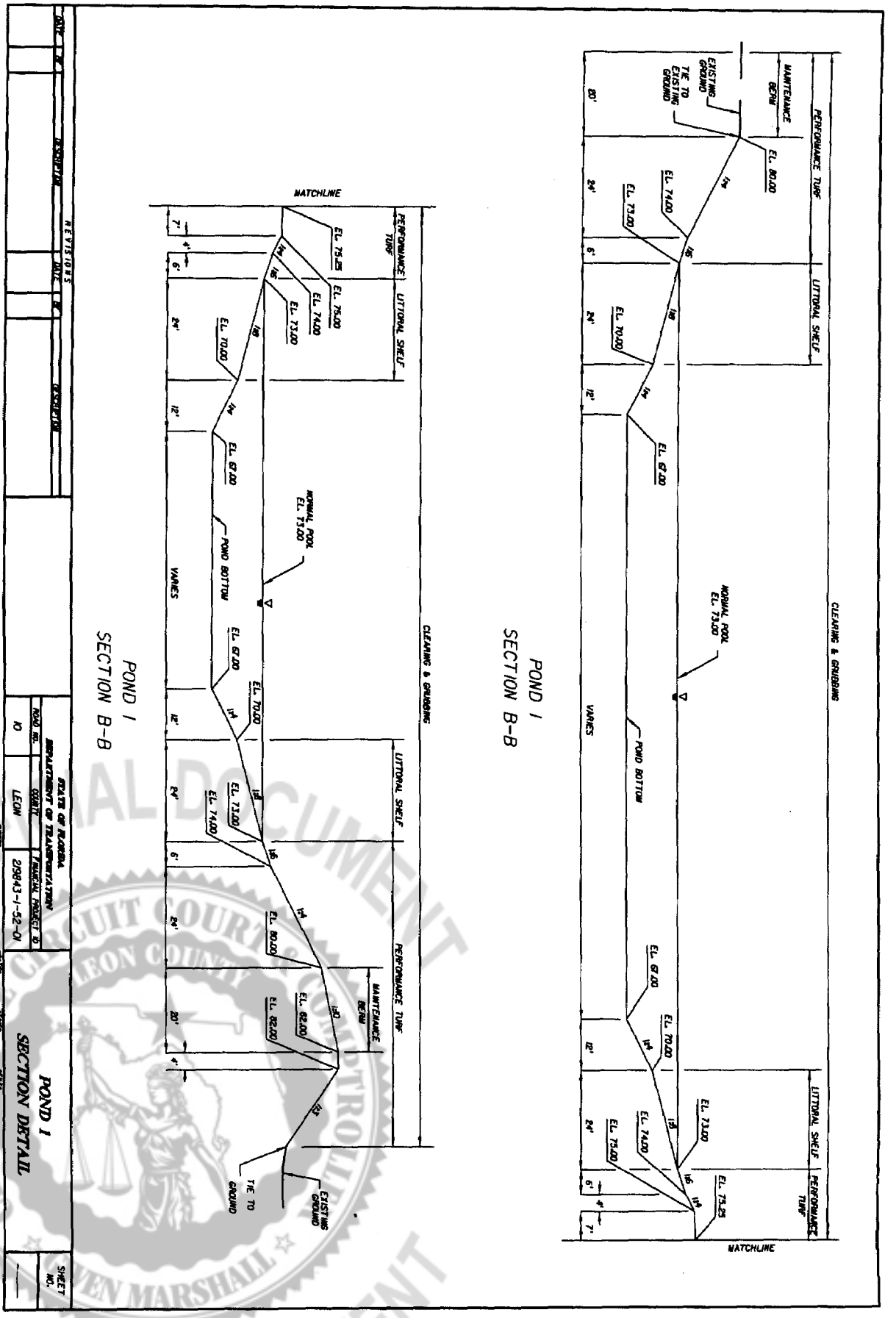

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LEON COUNTY, FLORIDA
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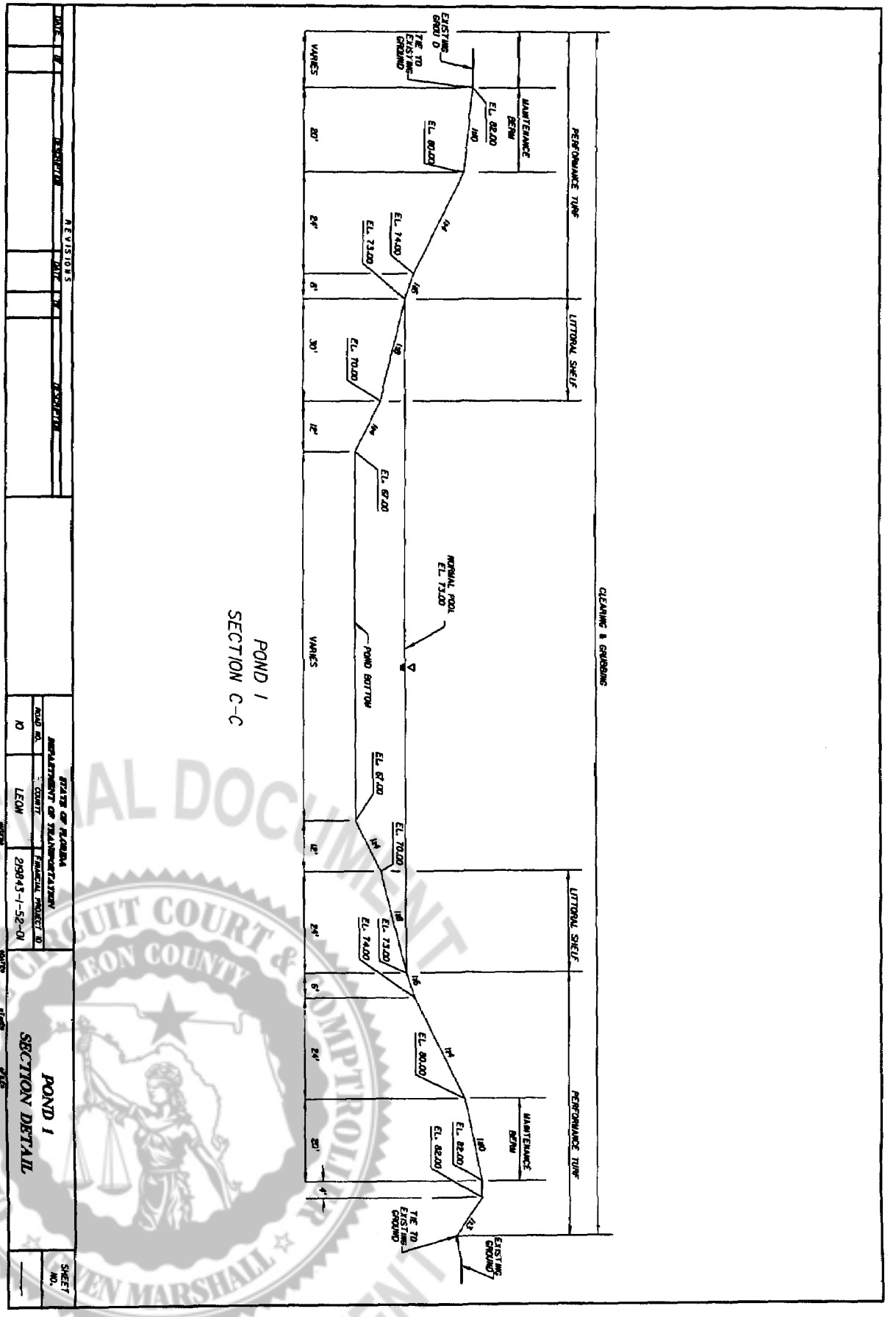

POND 1
SECTION C-C

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LEON COUNTY
BOB INZEN MARSHALL
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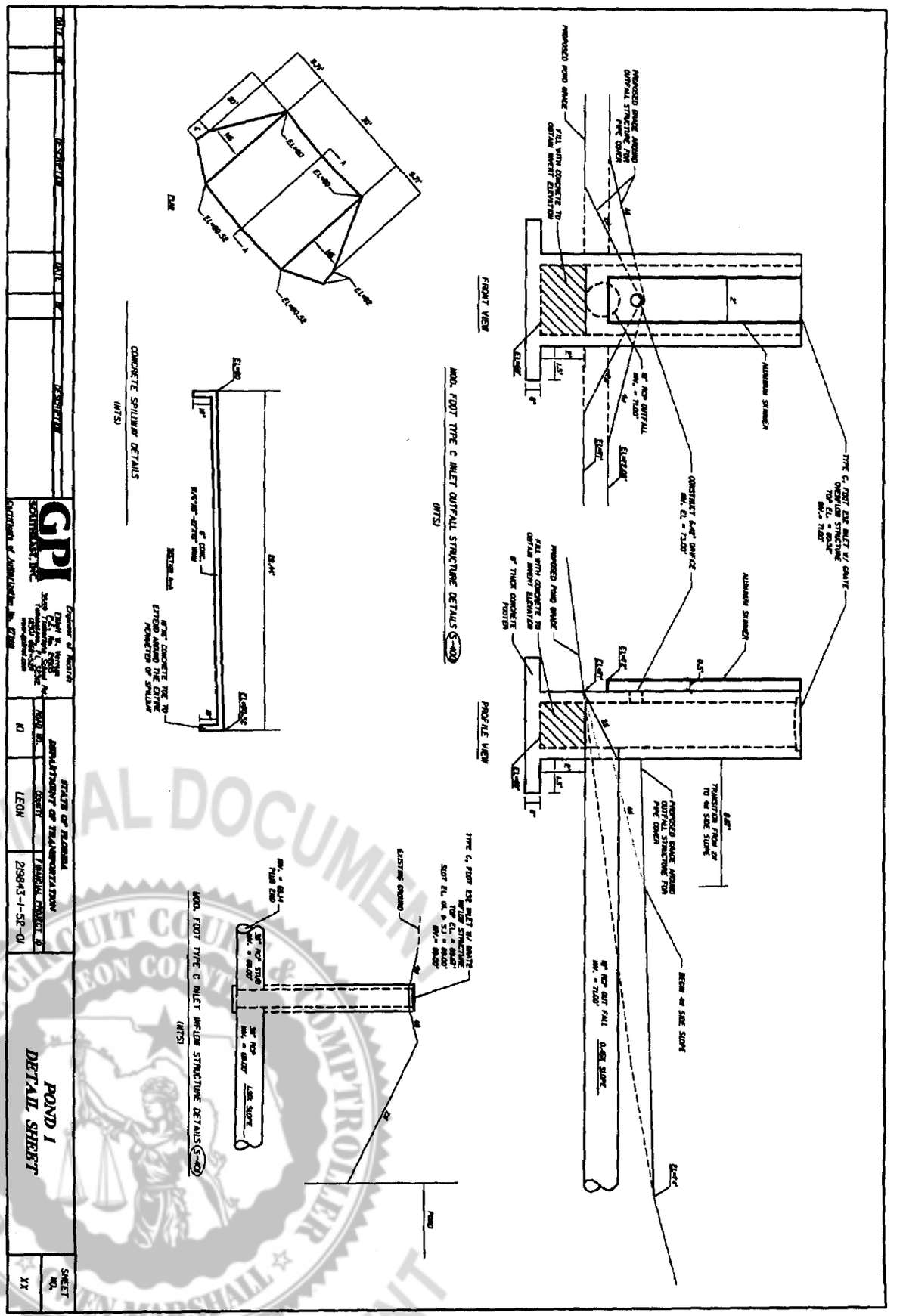

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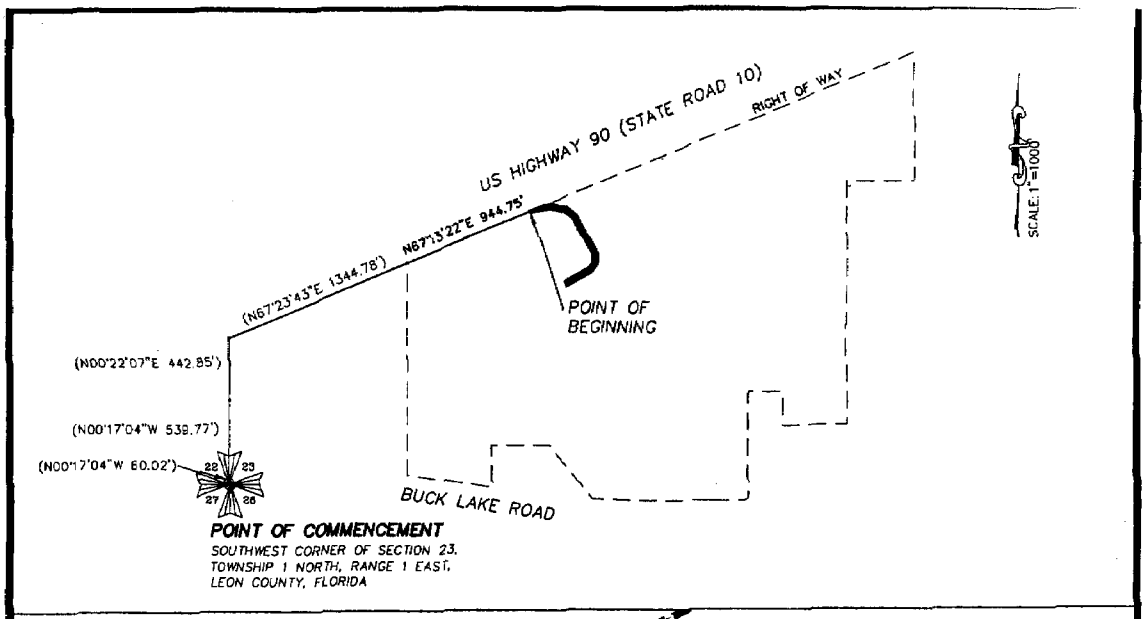

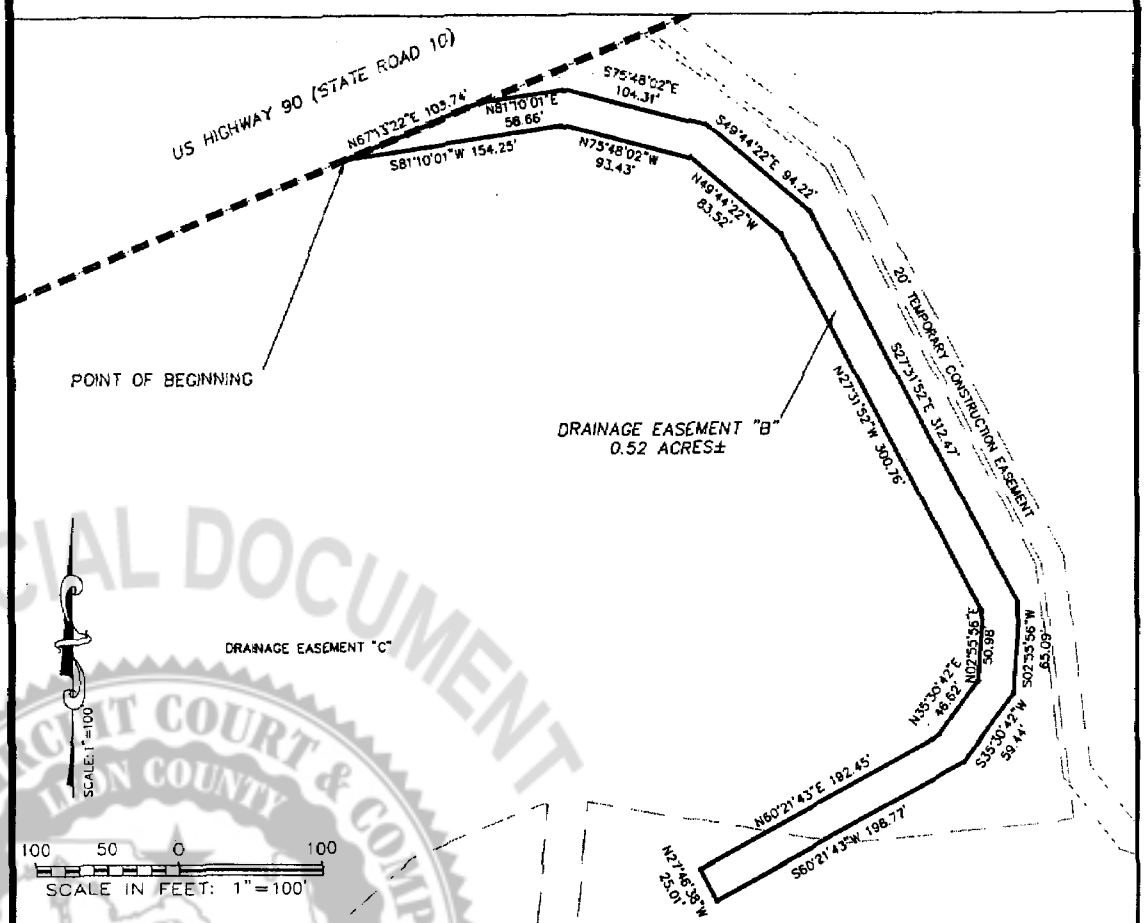

NOTES:
1) THIS IS NOT A BOUNDARY SURVEY
2) BEARINGS ARE BASED ON GRID NORTH AS REFERENCED TO STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA NORTH ZONE.
3) MEASUREMENTS SHOWN IN PARENTHASIS ARE DEED, PLAT OR CALCULATED VALUES.

SURVEYOR'S CERTIFICATE:
I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Paul N. Williamson
Professional Surveyor and Mapper
Certificate Number 3208

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Allen Nobles & Associates, Inc.
TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA • LANARK
PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3293 EB#7990
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
PHONE: 850-385-1179 FAX: 850-385-1404

SKETCH OF DESCRIPTION
DRAINAGE EASEMENT"B"
0.52 ACRES± IN SECTION 23,
TOWNSHIP 1 NORTH, RANGE 1 EAST,
LEON COUNTY, FLORIDA

CLIENT: ALBAN STEWART

SCALE:	PROJECT NO.:	SHEET
AS SHOWN	3640.002.1	1
DATE: 8/13/2007	FIELDBOOK: N/A	OF
DRAWN BY: DAV		2
CAD NO.: 3640 EASE.dwg		
REVISED:	BY:	

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EXHIBIT "B" to Conveyance Easement

Page 1 of 2

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Allen Nobles & Associates, Inc.
PROFESSIONAL SURVEYING & ENGINEERING

2844 Pablo Avenue
Tallahassee, FL 32308
Phone: (850) 385-1179
Fax: (850) 385-1404

ANA Project No. 3640.002.1
August 13, 2007
Sheet 2 of 2

0.52 Acres± Drainage Easement "B" in Section 23, Township 1 North, Range 1 East, Leon County, Florida

Commencing at the Southwest corner of Section 23, Township 1 North, Range 1 East, Leon County, Florida; thence North 00 degrees 17 minutes 04 seconds West along the West boundary of said Section 23 a distance of 60.02 feet; thence continue North 00 degrees 17 minutes 04 seconds West along said line, a distance of 539.77 feet thence North 00 degrees 22 minutes 07 seconds East, a distance of 442.85 feet to a point on the Southerly right of way boundary of U.S. Highway 90 (State Road 10), thence North 67 degrees 23 minutes 43 seconds East along said Southerly right of way boundary a distance of 1,344.78 feet, thence North 67 degrees 13 minutes 22 seconds East, a distance of 944.75 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue North 67 degrees 13 minutes 22 seconds East along said right of way boundary a distance of 103.74 feet, thence leaving said Southerly right of way boundary North 81 degrees 10 minutes 01 seconds East a distance of 58.66 feet, thence South 75 degrees 48 minutes 02 seconds East a distance of 104.31 feet, thence South 49 degrees 44 minutes 22 seconds East a distance of 94.22 feet, thence South 27 degrees 31 minutes 52 seconds East a distance of 312.47 feet, thence South 02 degrees 55 minutes 56 seconds West a distance of 65.09 feet, thence South 35 degrees 30 minutes 42 seconds West a distance of 59.44 feet, thence South 60 degrees 21 minutes 43 seconds West a distance of 198.77 feet, thence North 27 degrees 46 minutes 38 seconds West a distance of 25.01 feet, thence North 60 degrees 21 minutes 43 seconds East a distance of 192.45 feet, thence North 35 degrees 30 minutes 42 seconds East a distance of 46.62 feet, thence North 02 degrees 55 minutes 56 seconds East a distance of 50.98 feet, thence North 27 degrees 31 minutes 52 seconds West a distance of 300.76 feet, thence North 49 degrees 44 minutes 22 seconds West a distance of 83.52 feet, thence North 75 degrees 48 minutes 02 seconds West a distance of 93.43 feet, thence South 81 degrees 10 minutes 01 seconds West a distance of 154.25 feet to the POINT OF BEGINNING, containing 0.52 acres, more or less.

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LEON COUNTY
GWEN MARSHALL
UNOFFICIAL DOCUMENT

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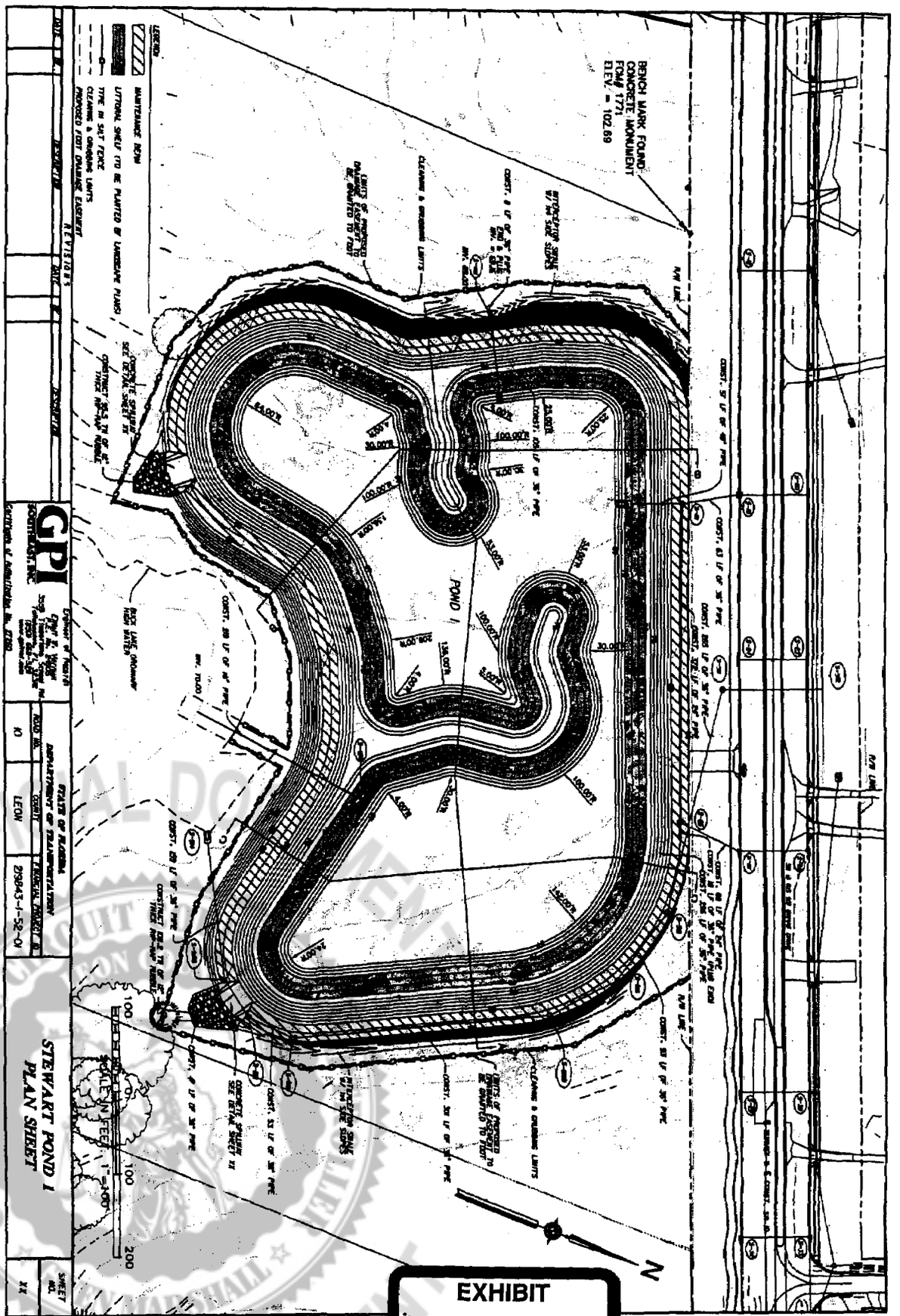

Page 1 of 6

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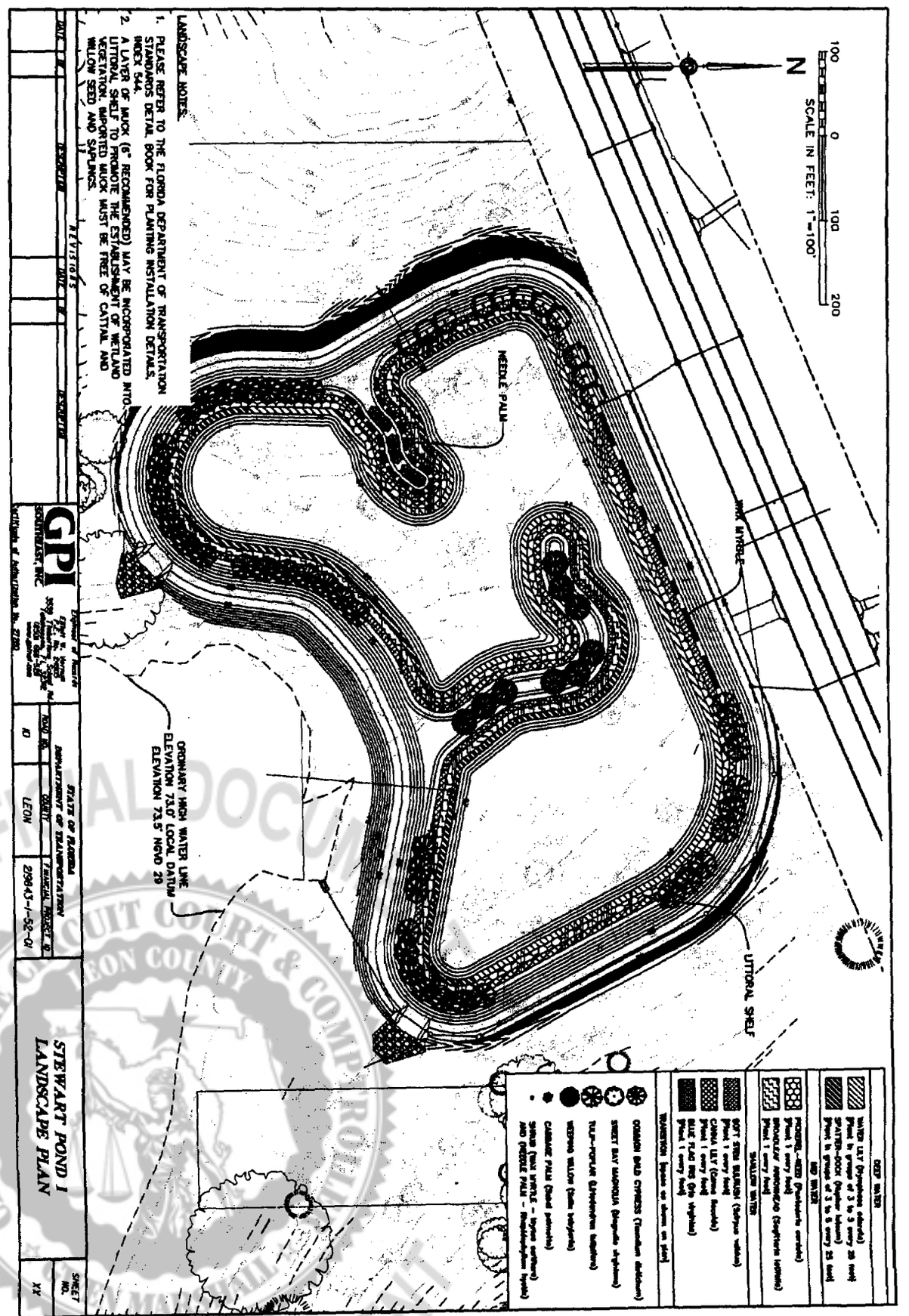

GPI SOUTHEAST, INC.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT: 3
ROAD NO.: ID
COUNTY: LEON
FINANCIAL PROJECT ID: 259643-1-52-01

STEWART POND I
LANDSCAPE PLAN

SHEET NO.: XX

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LEON COUNTY
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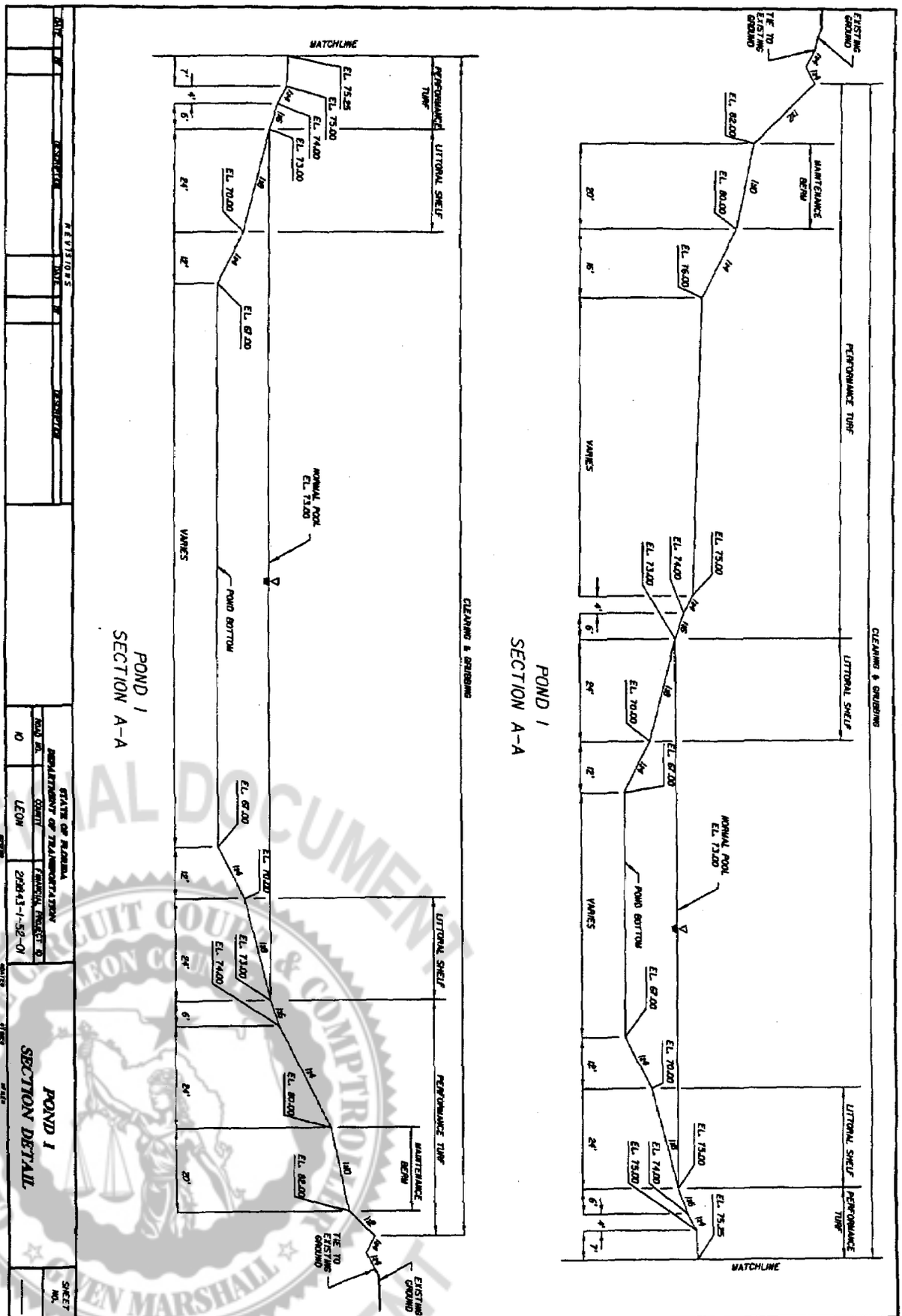

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CLERK OF THE CIRCUIT COURT & COMPTROLLER
BOBBIE MARSHALL
UNOFFICIAL DOCUMENT

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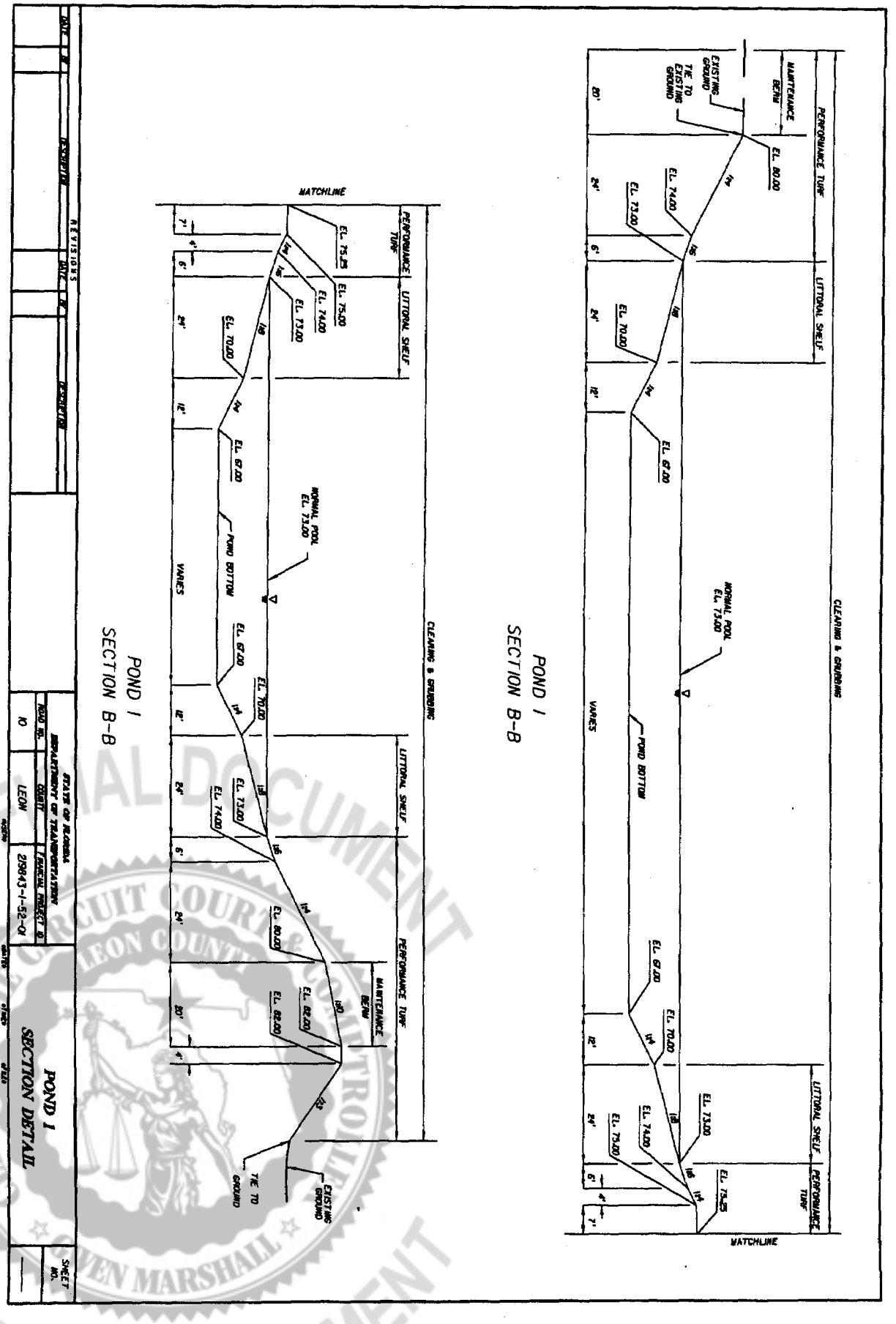

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LEON COUNTY
GWEN MARSHALL
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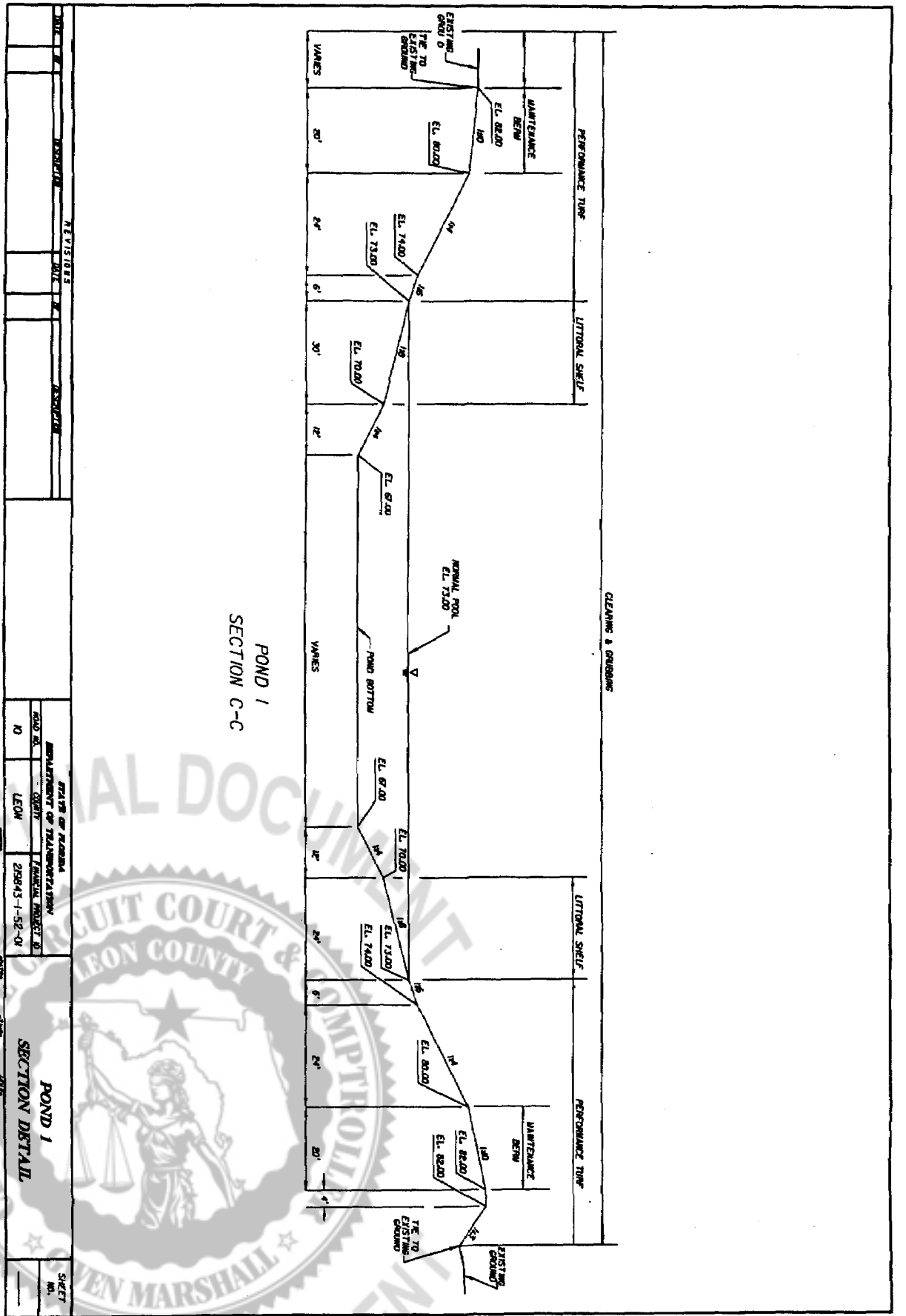

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LEON COUNTY
GWEN MARSHALL
UNOFFICIAL DOCUMENT

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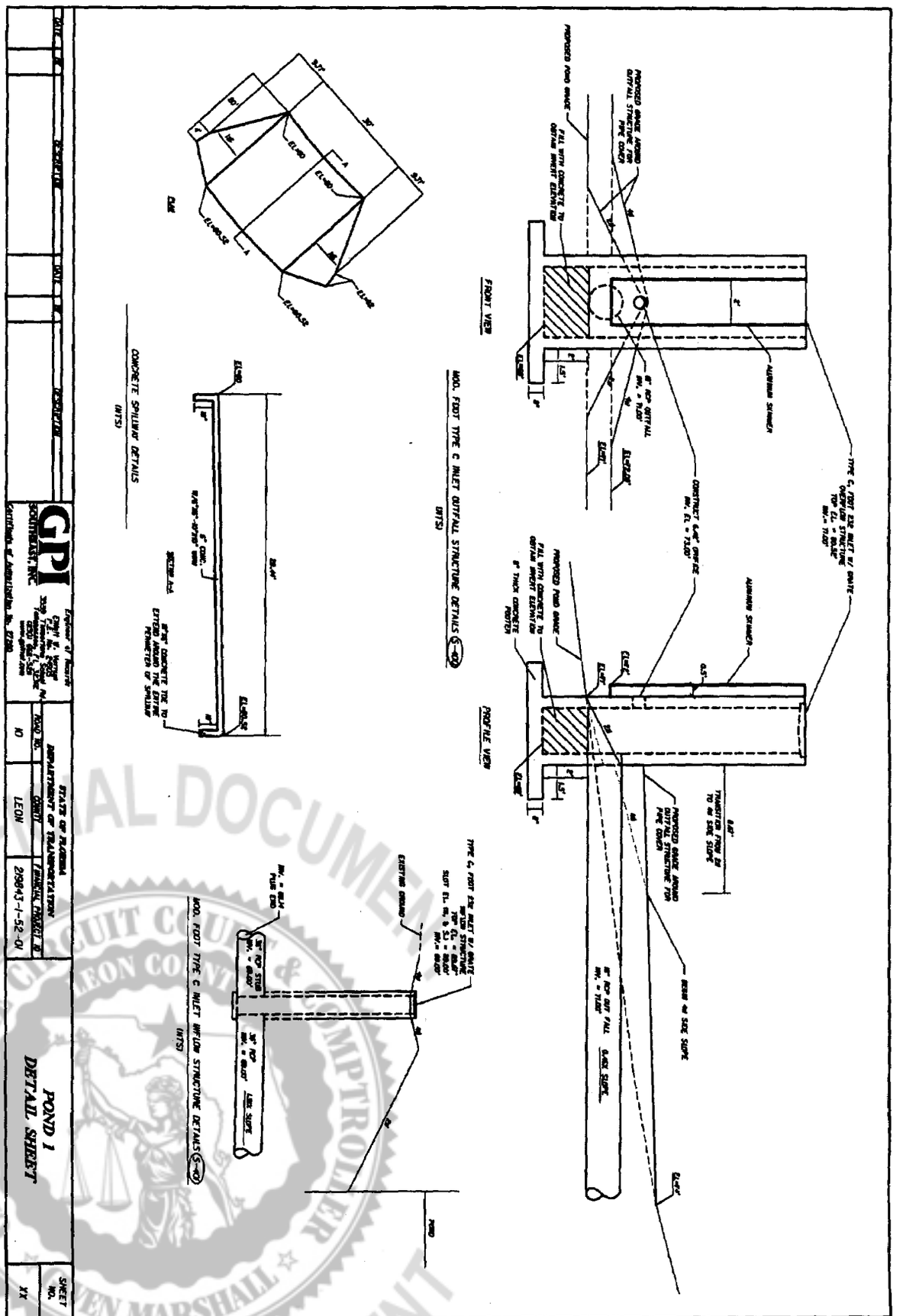
POND 1
DETAIL SHEET
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
LEON
2984-1-52-01
GPI SOUTHEAST, INC.
FRONT VIEW
PROFILE VIEW
MOD. FDOT TYPE C INLET OUTFALL STRUCTURE DETAILS (S-40)
MOD. FDOT TYPE C INLET INFLOW STRUCTURE DETAILS (S-40)
CONCRETE SPILLWAY DETAILS
(NTS)
DAM
POND
EXISTING GROUND
PROPOSED POND GRADE
AUSTRIAN SHINGLE
PROPOSED GRADE AROUND OUTFALL STRUCTURE FOR PIPE COVER
FILL WITH CONCRETE TO OBTAIN INVERT ELEVATION
6" THICK CONCRETE PEDTER
CONSTRUCT 6.4" ORIFICE
INV. EL = 71.00'
TYPE C, FDOT STD. INLET W/ GRATE
(OUTFLOW STRUCTURE)
TOP EL = 80.50'
INV. = 71.00'
6" PCP OUTFALL
INV. = 71.00'
TRANSITION FROM 2H TO 4H SIDE SLOPE
4H SIDE SLOPE
6:1 SIDE SLOPE
TYPE C, FDOT STD. INLET W/ GRATE
(INFLOW STRUCTURE)
TOP EL = 80.50'
INV. = 80.00'
SLOT EL = 80.50'
36" PCP STUB
INV. = 80.00'
36" PCP
INV. = 80.00'
LABEL SLOPE
INV. = 80.50'
PLUS END
ELEV.
ELEV.
ELEV.