CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/07/06

SUBJECT: Homier Road Agreement between D.S.C. of Newark Enterprises, Inc. and the City of Port Orange

DEPARTMENT: Administration

RECOMMENDED MOTION:

Motion to approve Resolution No. 06-15, authorizing the Mayor and City Manager to execute the Homier Road Agreement.

SUMMARY:

Staff has negotiated the Homier Road Agreement with D.S.C. of Newark Enterprises, Inc.

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other [ ] Support Documents/Contracts Available for Review in Manager's Office

FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
CITY ATTORNEY	Approved as to Form and Legality	Date 1-30-06
CITY MANAGER	Approved Agenda Item For:	2/7/06

COUNCIL ACTION: [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification:

RESOLUTION NO. 06-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE HOMIER ROAD AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Homier Road is intended as an alternative route between Williamson Boulevard and Taylor Road; and

WHEREAS, the City wishes to construct Homier Road to help alleviate traffic problems at the Taylor Road/Williamson Boulevard intersection; and

WHEREAS, D.S.C. of Newark Enterprises, Inc. is in possession of the land upon which Homier Road would be located; and

WHEREAS, D.S.C. of Newark Enterprises, Inc. is willing to make the land upon which Homier Road would be located available to City free of charge provided that City agrees to construct the road in a timely fashion; and

WHEREAS, the City Council has reviewed the Homier Road Agreement, a copy of which is attached hereto as Exhibit 1, and has determined that it is fair and equitable and that it is in the best interest of the City of Port Orange and the citizens thereof to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Homier Road Agreement, attached hereto as Exhibit 1, is approved and execution of the aforesaid Agreement by the Mayor and City Manager on behalf of the City of Port Orange is hereby authorized by the City Council.

Section 2. This resolution shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the day of

Reviewed and Approved: City Attorney

C:\Legal\RES\Homier Rd Agmt w. dsc newark.wpd
01/24/06

"EXHIBIT 1"

HOMIER ROAD AGREEMENT

THIS AGREEMENT is entered into this ___day of _____, 2006 between the **CITY OF PORT ORANGE,** a chartered municipal corporation (hereinafter sometimes referred to as **"CITY"**) and **D.S.C. OF NEWARK ENTERPRISES, INC.,** a Delaware corporation (hereinafter sometimes referred to as **"OWNER").**

RECITALS:

WHEREAS, Homier Road is intended as an alternative route between Williamson Boulevard and Taylor Road; and

WHEREAS, CITY wishes to construct Homier Road to help alleviate traffic problems at the Taylor Road/Williamson Boulevard intersection; and

WHEREAS, OWNER is in possession of the land upon which Homier Road would be located; and

WHEREAS, OWNER is willing to make the land upon which Homier Road would be located available to CITY free of charge provided that CITY agrees to construct the road in a timely fashion; and

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of is hereby acknowledged, the parties do hereby agree as follows:

Section I. DEDICATION OF RIGHT-OF-WAY

OWNER agrees to deliver to CITY in escrow ~~present CITY with~~ a marketable title deed of dedication as set forth in the attached Exhibit "A" within ten (10) days of the OWNER's receipt of the survey and legal description. The deed shall be held in Escrow by J. Sam Owens, Jr., Esquire, as Escrow Agent. Escrow Agent agrees to deliver the original deed to CITY upon the sole condition of the OWNER's receipt of evidence of the CITY's award of the construction contract and the public improvement construction bond for the road. ~~Effective Date of this Agreement.~~ The land comprising the right-of-way shall be deeded to CITY free of charge. CITY agrees that no other land belonging to OWNER, other than that which may be utilized within the property herein dedicated, shall be used for storm water retention or compensating storage for the road. The City agrees to use it best efforts to design, commence and complete construction of the road within one and one-half (1.5) years of the Effective Date of this Agreement. The parties agree that in any event the completion of the construction of the roadway shall not exceed two and one-half (2.5) years after the Effective Date of the Agreement. ~~In the event that good faith construction of the road has not commenced within one (1) year from the Effective Date of this Agreement, or in the event that construction of the road has not been completed for use by the public within two (2) years of the Effective Date of this Agreement, then the land constituting the right-of-way shall revert back to OWNER.~~

Section II. CONSTRUCTION OF HOMIER ROAD

CITY agrees to design, permit and construct Homier Road in accordance with the plans attached to this Agreement as Exhibit "B". CITY shall diligently pursue and obtain all necessary permits and approvals for the construction at its cost. CITY shall complete construction of the road and approve use of the road by the public within two and one-half (2.5) ~~two (2)~~ years of the Effective Date of this Agreement. Any deviation in the location of curb cuts or utility stub outs as currently shown on the attached plans shall be mutually agreeable to CITY and OWNER.

Section III. TERM OF THE AGREEMENT

The term of this Agreement shall begin on the Effective Date specified herein and continue for two and one-half (2.5) ~~two (2)~~ years hence.

Section IV. FENCE CONSTRUCTION

Prior to the commencement of road construction, CITY shall initiate standard bidding and procurement procedures for the construction, at CITY expense, of a cattle proof, four-strand barbed wire fence using 31/2 to 4 inch line posts on ten (10) foot centers, or fencing of another type approved by OWNER in a manner acceptable to OWNER's land manager, along the western side of the right-of-way so as to separate OWNER's remaining agricultural property from the road.

Section V. USE OF LANDS DURING THE TERM OF THE AGREEMENT

During the term of this Agreement, the right-of-way may continue to be used for OWNER's agricultural purposes, including cattle grazing and hay production until such time as construction commences upon the road.

Section VI. EFFECTIVE DATE

The Effective Date of this Agreement shall be February 7, 2006 ~~December 1, 2005~~.

Section VII. NOTICES

Any notices required to be given by this Agreement shall be in writing and shall be deemed delivered on the day of receipt by addressee if sent by:

(a) Overnight delivery services with all costs prepaid and properly addressed for next day delivery by FedEx, UPS or similar express service providing date of delivery/receipt records; or,

(b) By hand delivery with signed written receipt therefor, or

(c) Via facsimile if sent prior to four o'clock (4:00) P.M.

To **OWNER:** **D.S.C. Of Newark Enterprises, Inc.**
c/o J. Sam Owens, Jr., Esquire
400 South Palmetto Avenue
Daytona Beach, FL 32114
Telefax #: 386/255-6233

With a copy to: (Attorney for OWNER)
J. Sam Owens, Jr., Esquire
J. Sam Owens, Jr. & Associates, P.A.
400 South Palmetto Avenue
Daytona Beach, FL 32114
Telefax #: 386/255-6233

To **CITY:** **City of Port Orange**
c/o City Manager
1000 City Center Circle
Port Orange, FL 32129
Telefax #: 386/756-5208

With a copy to: Office of the City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Telefax #: 386/506-5530 ~~386/756-5424~~

or at such other address(es) per notice thereof given subsequent to Effective Date.

Section VIII. SUCCESSORS AND ASSIGNS

OWNER shall have the right to assign this Agreement to such persons or entities having full power and authority to carry out the rights and obligations created herein. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of both parties.

Section IX. SURVIVAL CLAUSE

The respective obligations and duties of the OWNER to the CITY and of the CITY to the OWNER shall survive the closing of all transactions contemplated by this Agreement.

Section X. RECORDING

This Agreement shall be recorded upon its full execution to the Public Records of Volusia County, Florida at the expense of CITY.

Section XI. MECHANICS' LIENS

CITY shall have no power to and shall not subject the property of or OWNERS's interest in said property or any of OWNERS's adjoining property to any mechanics', laborers', materialmen's, or other liens. Doing so shall constitute a breach of the terms of this Agreement by the CITY. Should CITY cause any of said liens to be filed against the OWNERS's property, for any reason, CITY shall cause the same to be cancelled and discharged of record, at the expense of CITY, within thirty (30) days after written demand from OWNER, and CITY shall also defend, on behalf of OWNER, and at the CITY'S sole expense, any action, suit or proceeding which may be brought thereon, and CITY will otherwise pay any and all damages and satisfy and discharge any judgment entered therein, and otherwise save harmless and indemnify OWNER from any claim or damage resulting there from to the greatest extent possible under Florida law. CITY states that CITY has not placed liens on OWNER'S property, prior to the execution of this Agreement, and that should any such liens be discovered, CITY shall cause the same to be cancelled and discharged, as provided for above. For purposes of the Section, and otherwise for purposes of the Agreement, a Notice to Owner shall be treated as, and shall be considered the same as, any and all liens referenced in this Section. ~~Prior to the reversion of the right-of-way, should such reversion be necessary, CITY shall present to OWNER a "no lien affidavit", and an affidavit, in proper compliance with Chapter 713, Florida Statutes, stating that all current, possible and/or potential materialmen, laborers, contractors, and subcontractors have been paid.~~

Section XII. ATTORNEYS' FEES AND COSTS

In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due CITY or OWNER, pursuant to this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation reasonable attorneys' and paralegal fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

Section XIII. DRAINAGE

The Parties acknowledge that OWNER's remaining lands are drained significantly through the Homier Road right-of-way. CITY shall not interfere with or alter any of OWNER's drainage facilities on the subject Property unless such interference or alteration would not unreasonably affect the drainage of the OWNER's remaining adjacent lands. In the event that any drainage structure is required to be altered by any governmental or administrative agency in order to accommodate CITY's Project, then CITY shall present to OWNER, for OWNER's approval a redesign of the drainage structures which provides equal or better drainage of OWNER's remaining lands. Specifically, OWNER's remaining lands, lying both east and west of Williamson Boulevard, and including certain lands conveyed by OWNER to various third parties, drain to the south along the Homier Road right-of-way, to Taylor Road. The CITY shall have the duty to design, permit and construct drainage facilities along the Homier Road right-of-way which provide to OWNER equal or better drainage to OWNER's remaining lands. On or before ninety (90) days from the Effective Date of this Agreement, the CITY shall present to OWNER, for OWNER's approval an overall drainage plan demonstrating that OWNER is

provided equal or better drainage to OWNER's remaining lands. The CITY shall take no act to obstruct or interfere with the drainage of OWNER's remaining lands. The "thirty percent (30%) plans" which are attached to this Agreement show that there will be no interference with the drainage of OWNER's remaining lands. All drainage designs and submissions to environmental agencies, subject of the Homier roadway shall clearly demonstrate that OWNER is provided with equal or better drainage to its remaining lands. No submissions of drainage calculations shall be submitted by the CITY to any environmental agency until said plans and calculations are reviewed and approved by OWNER. All final construction of drainage facilities along Homier Road shall provide OWNER with equal or better drainage of its remaining lands.

Section XIV. PRESENTATION OF PLANS AND OTHER DOCUMENTS ~~EVENT OF REVERTER/DUTY OF CITY~~

~~In the event that there is a reverter of the lands to OWNER, as provided in this Agreement, then the CITY shall have the duty to present said lands to the OWNER in an equal or better condition as deeded by the OWNER to the CITY. In addition, in the event of reverter then~~ If the CITY determines at any time within one and one-half (1.5) years after the Effective Date of this Agreement, that it shall not build the road, the CITY shall present to OWNER, in both hard copy and, where applicable, in ditigal form, all engineering plans, tests, surveys, environmental analyses, applications for environmental and land development permits and approvals, legal descriptions, and all other items in CITY's possession relating to the construction of Homier Road on the subject property.

This space intentionally left blank.

IN WITNESS WHEREOF, and in consideration of the mutual covenants as defined hereinabove, the Parties hereto have cause this Agreement to be executed as follows:

EXECUTED this ____ day of _____, 2006, by:

WITNESSES

_____
Witness #1

_____
Witness #1 – Print Name

_____
Witness #2

_____
Witness #2 – Print Name

D.S.C. OF NEWARK ENTERPRISES, INC.,
a Delaware corporation

By: _____
James G. Coraci, Vice President

ATTEST: _____
Anthony A. Coraci, President

STATE OF NEW JERSEY
COUNTY OF ESSEX

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES G. CORACI AND ANTHONY A. CORACI, to me known to be the Vice President and President of D.S.C. of Newark Enterprises, Inc., a Delaware corporation, authorized to conduct business in the State of Florida, and who executed the foregoing instrument, and he acknowledged before me that he has full power and authority to execute and same on behalf of the corporation. He is ____ personally known to me; or ___ has produced as identification the following: _____.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 2006.

_____
Notary Public, State of New Jersey

Seal and Commission No.

EXECUTED this ____ day of _____, 2006, by:

WITNESSES

CITY OF PORT ORANGE
a chartered municipal corporation

_____
Witness #1

By: _____
Allen Green, Mayor

_____
Witness #1 – Print Name

_____
Witness #2

ATTEST: _____
Kenneth W. Parker, City Manager

_____
Witness #2 – Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ALLEN GREEN AND KENNETH W. PARKER, to me known to be the Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the City of Port Orange. They are personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 2006.

_____
Notary Public, State of Florida

Seal and Commission No.

APPROVED AS TO FORM AND LEGALITY

_____
Margaret T. Roberts, Esquire
City Attorney

ESCROW AGENT

_____
J. Sam Owens, Jr., Esquire

Exhibit A

Dedication of Homier Road
As a Public Right-of-Way

Parcel 6319-00-00-0044 and Portion of 6318-00-00-0010
(Also sometimes known as "Parcel C" on agreement recorded at OR Book 3597, pg 1966 PRVCF)

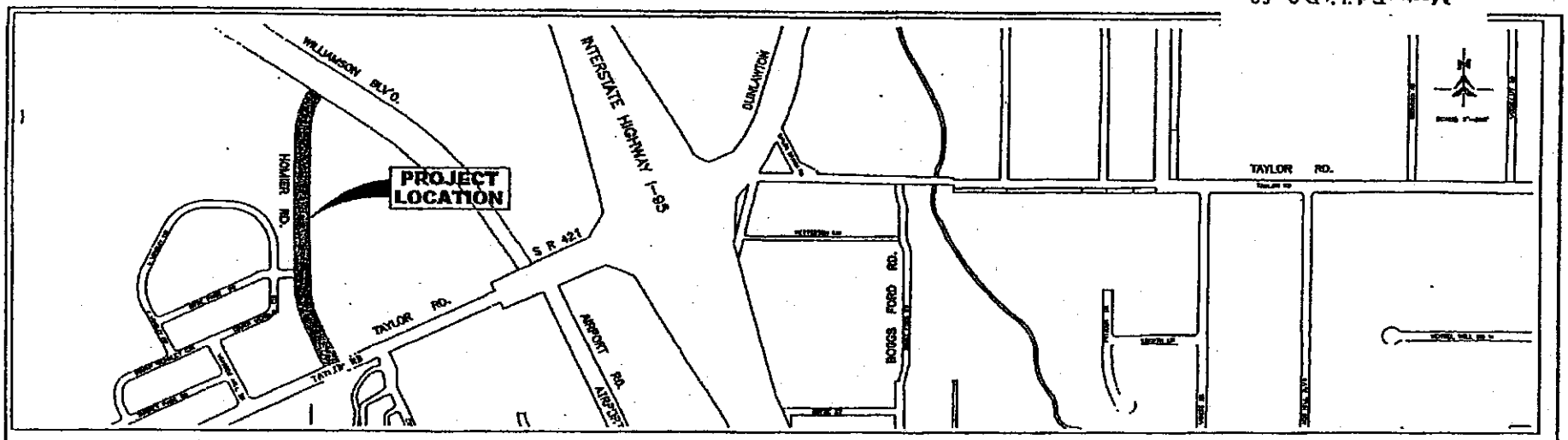
A 100-FOOT CONTINUOUS RIGHT-OF-WAY FOR THE CITY OF PORT ORANGE OVER A PORTION OF SECTIONS 18 & 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LYING 50.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

FROM A REFENCE POINT, SAID POINT BEING THE NORTHWEST CORNER OF SECTION 18 AFORESAID, THENCE S 00°52'14" E ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 3038.96 FEET TO A POINT THAT IS 15.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY RIGHT-OF-WAY OF THE PROPOSED VOLUSIA COUNTY EAST COAST BELTLINE, A 200 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED; THENCE S 54°51'50" E AND PARALLEL TO THE SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 3170.71 FEET; THENCE S 35°08'10" W A DISTANCE OF 15.00 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE CONTINUE S 35°08'10" W A DISTANCE OF 255.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE 35°33'29", A RADIUS OF 550.00 FEET, FOR AN ARC LENGTH OF 341.33 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S 00°25'19" E A DISTANCE OF 2.45 FEET TO A POINT ON THE SOUTH LINE OF SECTION 18 AFORESAID, SAID POINT BEING N 87°37'12" W A DISTANCE OF 301.94 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 19, SAID POINT ALSO BEING ON THE CENTERLINE OF A 100' ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2692, PAGES 1879 AND 1880 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE S00°25'19"E ALONG SAID CENTERLINE A DISTANCE OF 726.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT AND ALONG SAID CENTERLINE HAVING A CENTRAL ANGLE OF 25°33'29", A RADIUS OF 550.00 FEET, FOR AN ARC LENGTH OF 245.34 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S25°58'48"E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 285.96 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF TAYLOR ROAD, A PRESCRIPTIVE RIGHT OF WAY AS RECORDED IN VOLUSIA COUNTY RIGHT OF WAY BOOK 1, PAGES 40 THRU 46, OF THE AFORESAID PUBLIC RECORDS, AND THE TERMINOUS OF THIS DESCRIPTION. ALSO INCLUDING A 100' CONTINUOUS UTILITY EASEMENT FOR THE CITY OF PORT ORANGE LYING 50.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM A REFERENCE POINT SAID POINT BEING THE ABOVE DESCRIBED POINT OF BEGINNING, THENCE N35°08'10"E A DISTANCE OF 15.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N35°08'10"E A DISTANCE OF 170.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE PROPOSED VOLUSIA COUNTY EAST COAST BELTLINE AFORESAID AND THE TERMINOUS OF THIS DESCRIPTION.

Best Available Image

Exhibit "B"

Master Exhibit D-2 of 9



PROJECT NOTES:

Instrument# 2005-328185 # 12
Book: 5709
Page: 4737

NO	BY	REVISIONS	DATE	CHRISTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS	CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA	SUMMER TREES ROAD (HOMIER ROAD) EXTENSION, NORTH	KEY MAP & GENERAL NOTES

SHEET NO. 2

C.R. 4009
WILLIAMSON BOULEVARD
(EAST COAST BELTLINE)
(200' R/W)

EXTEND 2-36" RCP 16 LF EACH AND INSTALL 2 MITERED END SECTIONS FAV. 23.5 FILL AND FENCE ON CATCH BANK

88 LF 36" RCP W/ MITERED END SECTIONS -(0+50) INV. 24.0 EACH END

MATCH TO VOLUSIA COUNTY ROAD PROJECT No. 4740-1

0+00 BEGIN PROJECT

CENTER LINE PROP. SWALE

5' WIDE, 4" THICK CONCRETE SIDEWALK

PROPOSED 10' PERMANENT GRADING EASEMENT

CONNECT TO EXIST 12" FM FITTINGS 1-12" X 4" TAPPING SLEEVE AND VALVE 1-4" CAP

10 LF 4" PVC FORCE MAIN

80 LF 8" PVC RECLAIMED MAIN

CONNECT TO EXIST 10" RWM FITTINGS 1-10" X 4" TAPPING SLEEVE AND VALVE 1-4" CAP

90 LF 8" PVC WATER MAIN

CONNECT TO EXIST 12" WM FITTINGS 1-12" X 8" TAPPING SLEEVE AND VALVE 1-8" CAP

LOWER 12" FORCE MAIN FITTINGS 1-12" SLEEVE 4-12" 45° BENDS 16 LF 12" PVC

REMOVE POST. 24" CMP AND INSTALL 72 LF 34" X 53" RCP @ 0.20%

STRAIGHT ENDWALL FOOT INDEX 250 5+83-35°L INV 22.5

WETLAND #3 0.05 ACRES

34 LF 48" X 76" RCP @ 0.10%

24 LF 42" RCP @ 0.20%

CONNECT TO EXISTING FENCE CONSTRUCT CORNER POSTS

LOWER 12" WATER MAIN FITTINGS 1-12" SLEEVE 4-12" 45° BENDS 16 LF 12" PVC

STRAIGHT ENDWALL FOOT INDEX 250 5+81-60°R INV 22.5

JUNCTION BOX 1 8' X 10' 5+63-35°R TOP EL 27.4 INV 20.5 S 48" X 76" INV 22.45 W 42" INV 22.38 E 34" X 53"

80 LF 10" PVC RECLAIMED WATER MAIN

REALIGN AND LOWER 10" RECLAIMED WATER MAIN FITTINGS 1-10" SLEEVE 8-10" 45° BENDS

WETLAND #2 0.10 ACRES

CONSTRUCT DITCH

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

55 LF 14" X 23" RCP WITH MITERED END SECTIONS NORTH INV 25.96 SOUTH INV 25.75

20 LF 6" PVC RECLAIMED MAIN

CONNECT TO EXIST 10" RWM FITTINGS 1-10" X 6" TAPPING SLEEVE AND VALVE 1-6" CAP

10 LF 8" PVC WATER MAIN

CONNECT TO EXIST 12" WM FITTINGS 1-12" X 8" TAPPING SLEEVE AND VALVE 1-8" CAP

50 LF 4" PVC FORCE MAIN

CONNECT TO EXIST 12" FM FITTINGS 1-12" X 4" TAPPING SLEEVE AND VALVE 1-4" 45° BEND 1-4" CAP

8' WIDE, 4" THICK CONCRETE SIDEWALK

CENTER LINE PROP. SWALE

PROPOSED 10' PERMANENT GRADING EASEMENT

WETLAND #1 0.19 ACRES

CONNECT TO EXISTING FENCE CONSTRUCT CORNER POSTS

CONSTRUCT 630 LF 4-WIRE BARBED WIRE CATTLE FENCE WITH 3 1/2"-4' LINE POST PER DETAIL SHEET XX COORDINATE WITH PROPERTY OWNER.

LANDSCAPED MEDIAN W/ TYPE "F" CURBING

100' UTILITY EASEMENTS (OR. 3697, PG. 1863)

EXISTING PAVEMENT

TYP. 24' PAVT. W/ 2' ENVIRONMENTAL CURBING

SCALE: 1"=30' HORIZ. 1"=3' VERT.

SUMMER TREES DRIVE NORTH (HOMIER ROAD)

0+00 BEGIN PROJECT

PROP. CL ROAD GRADE (0.34%)

EXISTING CL GRADE @ PROP. ROADWAY

PROP. CL SWALE GRADE (0.30%)

4" X 23" RCP

4:1 (TYPICAL)

BEGIN EXISTING 13' THICK GRAVEL ROAD

EXISTING 24 X 53" RCP E 24" RCP W (REMOVE)

34 LF 48" X 76" RCP @ 0.10%

LOWER 12" WATER MAIN, 10" FORCE MAIN AND 10" RECLAIMED WATER BELOW BRIDGE STORM CROSSINGS WITH A MIN. 1' VERTICAL SEPARATION

JUNCTION BOX 1

WETLAND #1

-(1+00) 0+00 1+00 2+00 3+00 4+00 5+00 6+00

31 28 25 22 19 16

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 000
TEL 386 761-3872
P.O. BOX 3000-47 PORT ORANGE, FLORIDA 32119-4047 386 761-8910

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

SUMMER TREES ROAD
(HOMIER ROAD)
EXTENSION, NORTH

PLAN & PROFILE

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAKE, P.E. 47130
DAVID A. KING, P.E. BONED
ANDREW M. GIANNINI, P.E. 46601

		DATE	01-00
DRAWN	TS	DATE	01-00
CHECKED	–	DATE	
APPROVED	–	DATE	

SCALE AS SHOWN
JOB NO.

SHEET NO. 0
OF –

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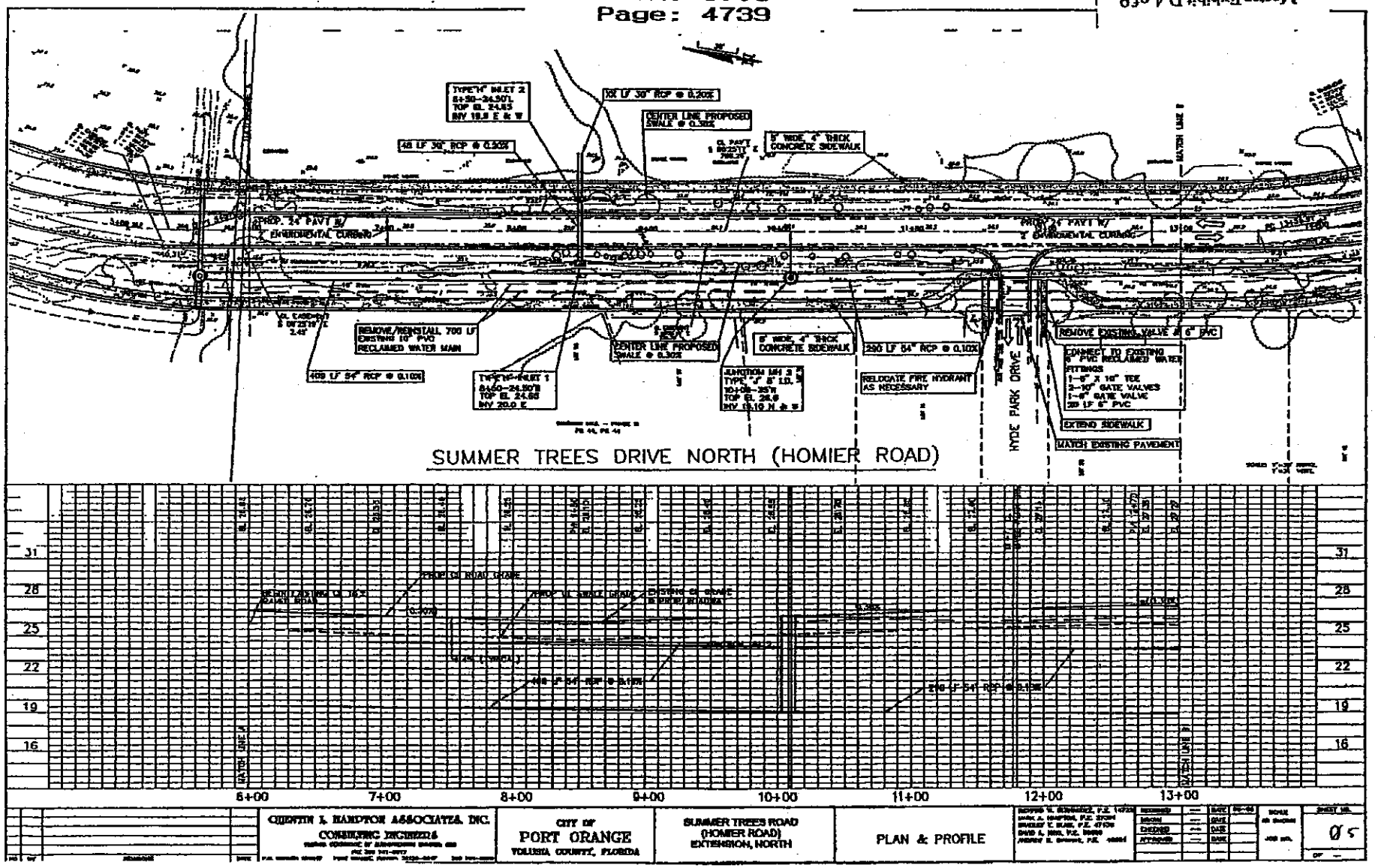
Instrument# 2005-328185 # 14
Book: 5709
Page: 4739



Instrument# 2005-328185 # 15
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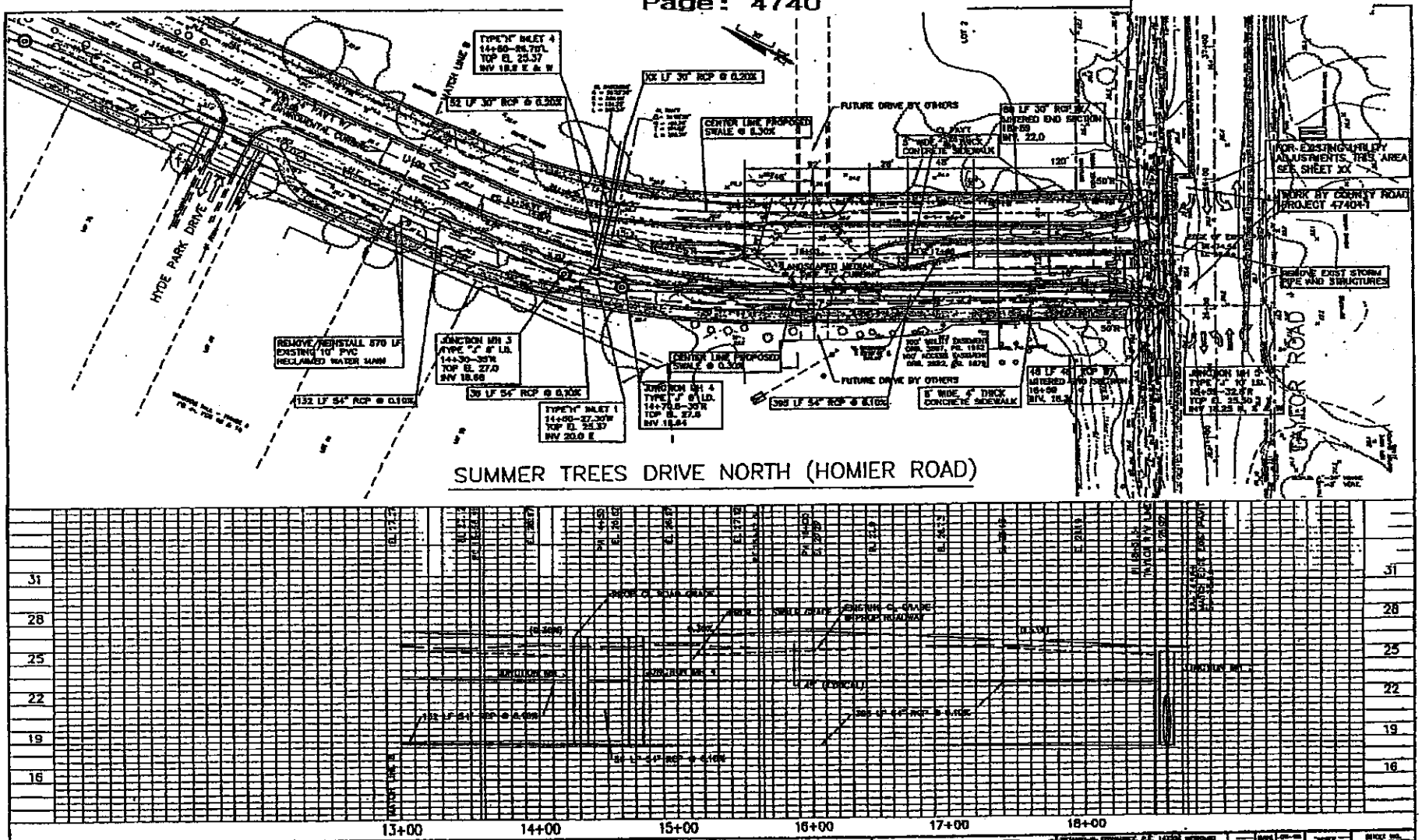
Page: 4740

Master Exhibit D-5 of 9



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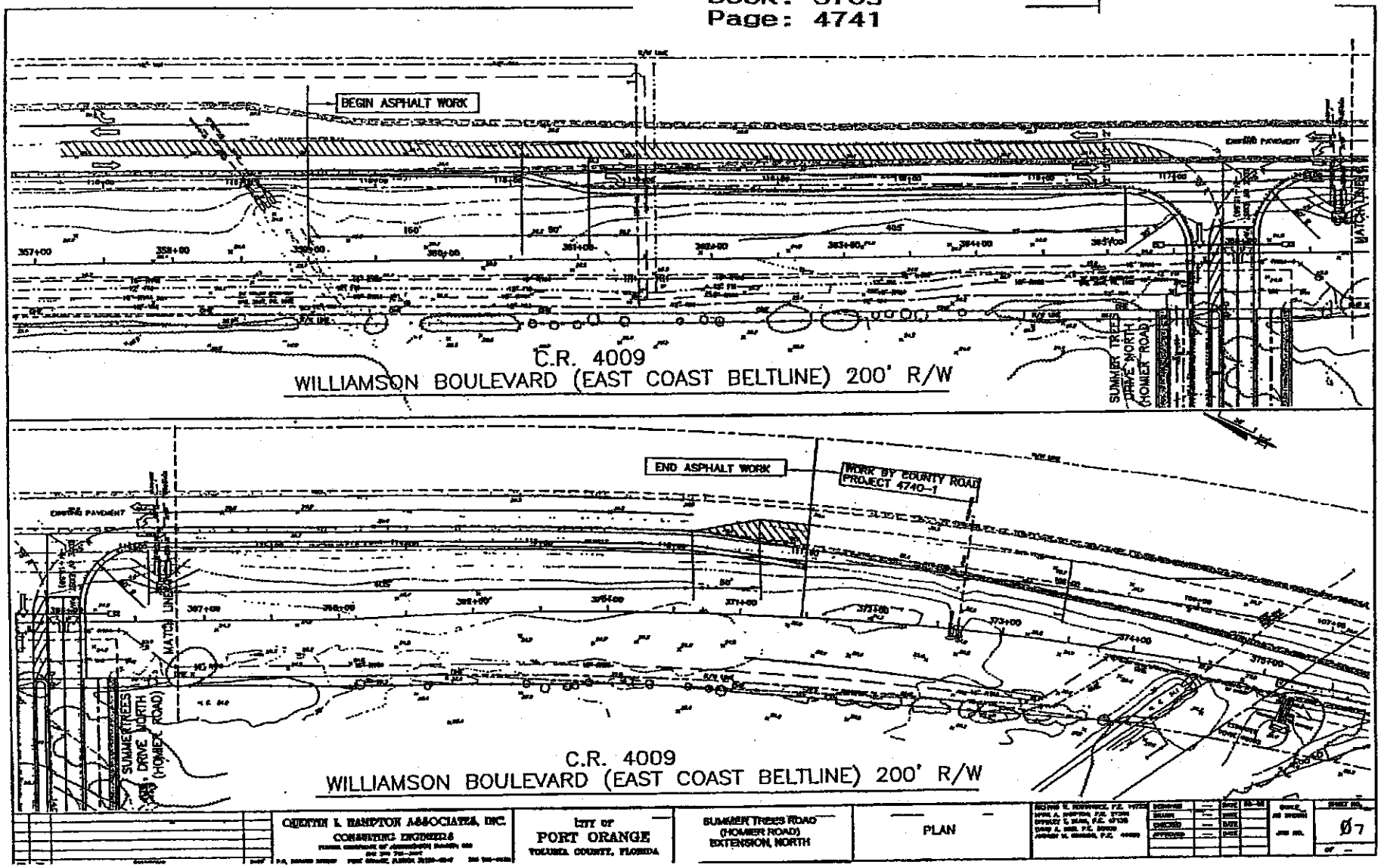
Page: 4741



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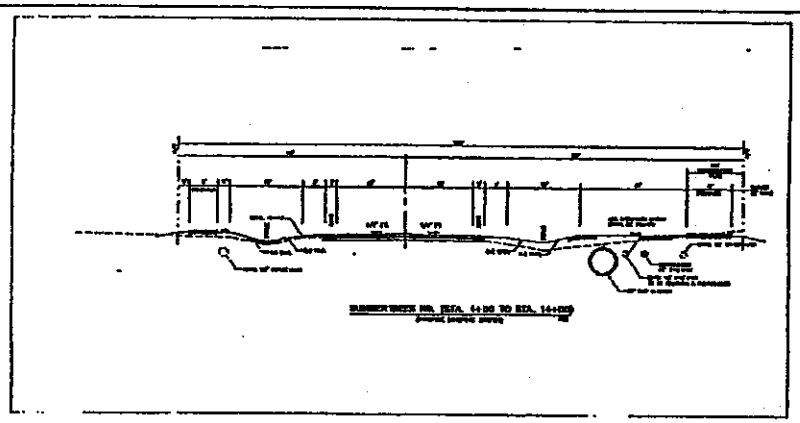
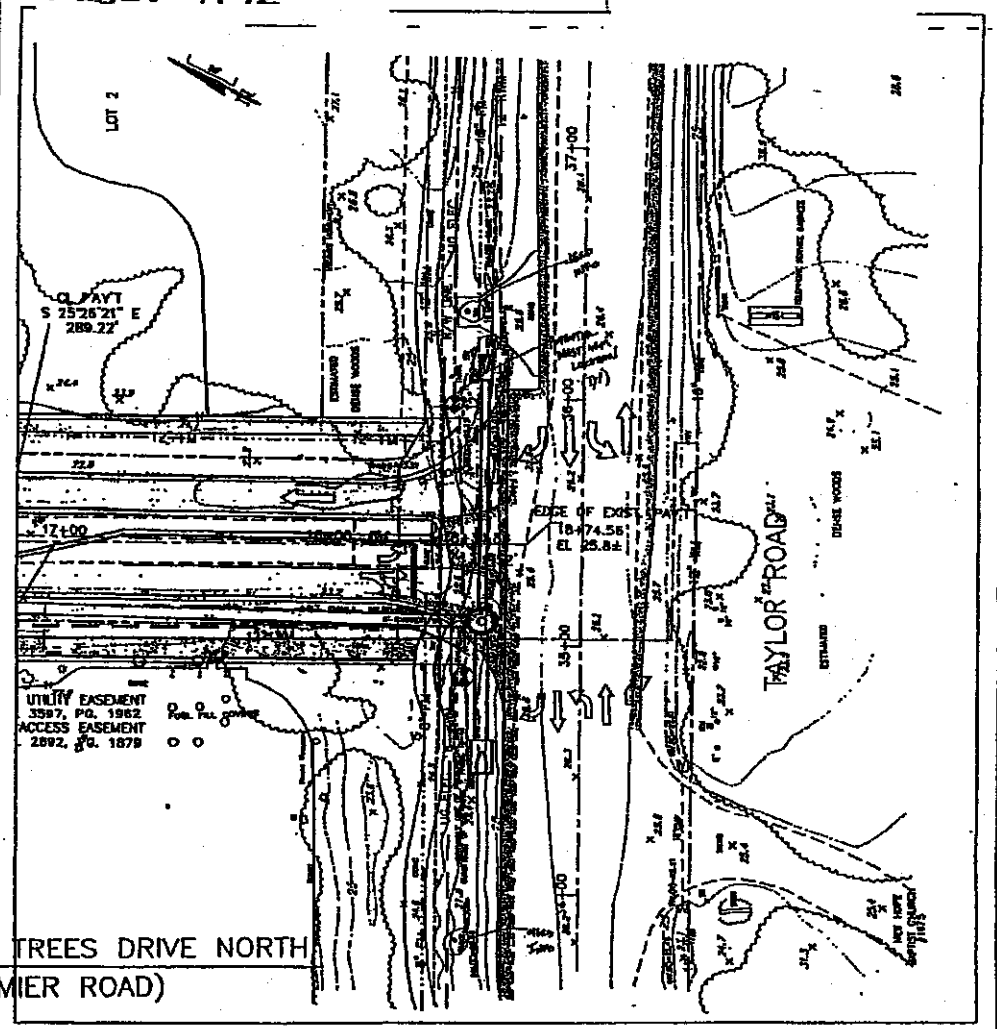
Page: 4742





SUMMER TREES DRIVE NORTH
(HOMIER ROAD)

		QUENTIN L. HAMPTON ASSOCIATES, INC. CONSULTING ENGINEERS	CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA	SUMMER TREES ROAD (HOMIER ROAD) EXTENSION, NORTH	DETAILS		SHEET NO. Ø8 OF 0