



Project Correspondence

1724

MEMORANDUM

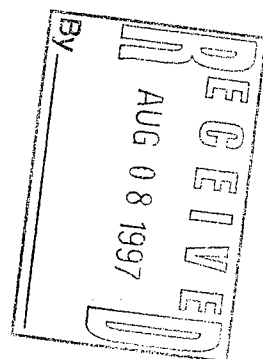
DATE: August 5, 1997

TO: Gloria Lewis, Director
Division of Permit Data Service

THROUGH: Elizabeth Thomas, P.E., Orlando Service Center Director
Department of Resource Management

FROM: Karen B. Davis, C.P.S., Executive Staff Assistant
Department of Resource Management

SUBJECT: September 1997 Regulatory Agenda



Application No.	Project Name	Related Permits (Including CUPs)	Receiving Waterbody	Submerged State Land	Reviewers	Last Board Date
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Approval: Yes/No

4-069-0231AGM2-ERP	Lake County Governmental Center Modification		Lake Dora	No	Aboodi/ Eunice	September
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4-069-0276AM2-ERP	Greater Pines Ph. 5-7		Lost Lake	No	Pakzadian/ Eunice	October
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4-069-0326AM3-ERP	Danbury Mill Blvd @ King Ridge		Lake Felter	No	Aboodi/ Kissick	September
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4-069-0340A-ERP	Magnolia Pointe		Johns Lake	No	Aboodi/ Kissick	September
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4-069-0341A-ERP	Loch Leven Estates		Lake Leven	Yes	Aboodi/ Eunice	September
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4-095-0096AM8	Cypress Springs		Little Econ River	No	M. Cook/ Johnson	September
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4-095-0531A-ERP	Walgreens @Gatin @ SR 436	Little Econ River	No	M. Cook/ Johnson	September
4-117-0143AGM-ERP	Seminole Co. Consumers Plant Expansion	Howell Creek/ Lk. Jesup/Class III	No	Pakzadian/ Johnson	September
4-117-0455A-ERP	Los Bocas	Sylvan Lake/ Class III	No	Pakzadian/ Johnson	September
4-117-0467AG-ERP	Downtown Stormwater Plan	Lake Monroe/ Class III	No	Pakzadian/ Johnson	September
4-117-0468A-ERP	Wheeler's Corners, PUD	Long Lake/ Class III	No	Pakzadian/ Miller	October
4-127-0165AM2-ERP	Horseshoe Lake	Horseshoe Lake and Lake Marnie	No	M. Cook/ Kissick	September
4-127-0190AM17	LionsPaw Jubilee @LPGA	Tomoka River	No	M. Cook/ Miller	September
4-127-0318AC	Interstate Center	Tomoka River	No	M. Cook/ Miller	September
4-127-0329A-ERP	Sapp and Hall Borrow Pit	Little Cow Creek	No	M. Cook/ Kissick	September
Denial:					
(Administrative)					
42-095-1916AI-ERP	Waterford Lakes Plaza - Drainage Area 1	Lake Rouse	No	S. Bray/ Miller	N/A
42-095-1916AIM-ERP	Waterford Lakes Plaza - Drainage Area 2	Lake Rouse	No	S. Bray Miller	N/A

Legal Items

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0276AM2-ERP

Date : 7/18/97

Date Received: 7/16/97

Appl. Received: 6/ 2/97

Date Issued: / /

Related Permit: 4-069-0276

Mail Type: RAI RESPONSE

F.O.R.:

P

Project Name: GREATER PINES, PHASES 5-7

 * Name Job Title Office *

ROD PAKZADIAN ENGINEER ORL

DAVID EUNICE ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

FEE #21116 FOR \$1,000, 5 SETS (PG.2 OF 4 APP, AGREEMENT, REV. CALS W/PLANS

Copied and Routed By: *LW* on *7-18-97*
MAIL ROUTED FROM: ORL PROCESSED BY: LW

July 15, 1997

Mr. Rod Pakzadian, Engineer
Department of Resource Management
St. Johns River Water Management District
618 E. South Street
Orlando, Florida 32801

RECEIVED

JUL 16 1997

4-069-0276 AM2-ERP

PDS
ORLANDO
SJR WMD

Re: Environmental Resource Permit
Greater Pines, Phase 5, 6 & 7; Application No. 4-069-0276AM2-ERP
CPH Job No. G6765.07

Dear Mr. Pakzadian:

This Letter and the enclosed submittals are provided in response to your letter dated June 30, 1997.

In order to provide necessary compensating storage for the 100 year event so as not to increase the stage in the receiving water (Lost Lake), it has been necessary to increase storage capacity in the proposed retention ponds. This has been accomplished through steepening their side slopes to 4:1 and revising the overflow elevation on the last pond. Attached are revised plans, routing calculations, pond recovery calculations and result summaries reflecting the revised pond sizes.

Information and responses to your requests are provided with the same numbering as listed in your letter. Where prints or copies are specified, five copies have been provided.

1.
 - a. We have enclosed a check for \$1000.00 to cover the balance between the \$2000.00 that was originally submitted and the \$3000.00 application fee that is required for an Individual Environmental Resource Permit application.
 - b. In the attached calculations packet you will find revised Modret calculation which demonstrate that not only do the ponds recover the required treatment volume within 72 hours, they also recover their total volume in under the required 14 days.
 - c. We are providing you with copies of revised pre-development and post-development condition nodal diagrams. Some of the basin and node names have been adjusted to clarify the difference between pre and post condition. We have also modified the basin names on the pre and post development condition drainage basin maps, and labeled the contours on those maps as requested.



Page 2
July 15, 1997
Mr. Pakzadian

- d. We have provided calculations which demonstrate that there will be no adverse impacts on the 100-year flood prone in Lost Lake. These calculations show that in the development of Greater Pines the total volume of runoff from the development into Lost Lake has been reduced enough to compensate for the loss of storage volume in the 100-year flood prone. We modified proposed ponds 2, 3 & 4 to provide additional storage, and we are including revised prints of Sheets 5 & 6 of 22 to show these modifications.
- e. Enclosed is a letter from Greater Construction which identifies the maintenance entity for the system, as well as the Lake County / Greater Construction developers agreement speaking to maintenance responsibilities.
- f. We have enclosed revised prints of Sheet 9 of 22 which modify the weir dimensions and elevations of Ponds 2 & 3 to match those modeled in the calculations.
- g. Copies of page 4 of 12 of the application are enclosed on which the impervious area for which the permit is being sought has been filled in.

Per our conversations, we have also provided you with copies of the applicable portions of the FEMA and USGS Flood Prone maps overlaid with the Greater Pines development. Unfortunately, the FEMA map does not call out a specific flood elevation. The USGS Flood Prone map shows contours. Attached also is an enlargement of the USGS Flood Prone. Based on the USGS Flood Prone, we estimate a pre development 100 year flood prone of 92. Additionally, we ran the 100 year 96 hour flood event on our pre development condition model which takes into account all the basins tributary to Lost Lake and calculated a flood prone of 92.49; confirming the USGS Flood Prone.

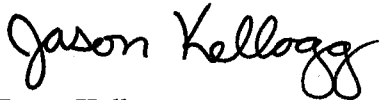
We then ran the 100 year 96 hour flood event in the post development condition. This yielded a 100 year flood prone in Lost Lake at 92.47, matching the pre-development. A revised table showing the calculation of treatment volumes is included, per your verbal request. In every case, the controlling criteria was 2 x 0.5" over the whole area, rather than 0.5" over the whole area plus 1.25" over the impervious, due primarily to the relatively small amount of impervious proposed.

Revised summary tables (table 1.1) are attached, as are the supporting AdICPR results, demonstrating that for the 25/96 and 24/24 events the post development runoff volume and rate into Lost Lake is still less than in the precase. Because the on-site Ponds 2, 3, & 4 were increased in volume to accommodate the flood prone, this result was expected.

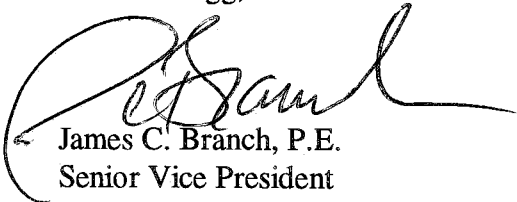
Page 3
Mr. Pakzadian
July 15, 1997

Please call if you have any questions regarding this package or need any additional information.

Sincerely,



Jason Kellogg, E.I.



James C. Branch, P.E.
Senior Vice President

Enclosures

A:\G6765.07\jrk7-15.ltr:ss

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

P.O. Box 1429
Palatka, Florida 32178-1429

0 021116

DATE July 16 19 99

RECEIVED FROM The Greater Construction Corp.

THE SUM OF Greater Pkwy 5e7 DOLLARS \$ 1,000.00

FOR Chp #4-069-0276 AM 2' EXP

AMOUNT OF ACCOUNT \$ 1000

AMOUNT PAID \$ 1000

BALANCE DUE \$ 0

CASH CHECK M.O. CREDIT CARD

Thank You!

BY Guillermo Hobb



OWNER(S) OF LAND	ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)
NAME Hampton P. Conley	NAME
ADDRESS 1105 Kensington Park Drive	ADDRESS
CITY, STATE, ZIP Altamonte Springs, FL 32714	CITY, STATE, ZIP
COMPANY AND TITLE Greater Construction Corp. / Exec. V.P.	COMPANY AND TITLE
TELEPHONE (407) 869-0300 FAX (407) 862-0057	TELEPHONE () FAX ()
AGENT AUTHORIZED TO SECURE PERMIT (IF AN AGENT IS USED)	CONSULTANT IF DIFFERENT FROM AGENT
NAME	NAME James C. Branch, P.E.
COMPANY AND TITLE	COMPANY AND TITLE Conklin, Porter & Holmes-Engineers, Inc., Sr. Vice President
ADDRESS	ADDRESS 101 N. Woodland Boulevard, Suite 100
CITY, STATE, ZIP	CITY, STATE, ZIP DeLand, FL 32720
TELEPHONE () FAX ()	TELEPHONE (904) 736-4142 FAX (904) 736-8412
Name of project, including phase if applicable <u>Greater Pines, Phases 5-7</u>	
Is this application for part of a multi-phase project? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Total applicant-owned area contiguous to the project <u>302.55</u> ac	
Total project area for which a permit is sought <u>74.66</u> ac	
Impervious area for which a permit is sought <u>11.68</u> ac	
What is the total area (metric equivalent for federally funded projects) of work in, on, or over wetlands or other surface waters? <u>0</u> acres <u>0</u> square feet <u>0</u> hectares <u>0</u> square meters	
If a docking facility, the number of proposed new slips <u>N/A</u>	
Project location (use additional sheets, if needed)	
County(ies) <u>Lake</u>	
Section(s) <u>28</u>	Township(s) <u>22S</u> Range(s) <u>26E</u>
Section(s) <u>33</u>	Township(s) <u>22S</u> Range(s) <u>26E</u>
Land Grant name, if applicable _____	
Tax Parcel Identification Number _____	
Street address, road, or other location <u>Hancock Road, S. of US 50, S. Lake County</u>	
City, Zip Code if applicable <u>Unincorporated Lake County</u>	

RECEIVED

JUL 16 1997

H-069-0276 AM 2

PDS
ORLANDO
SJR WMD

GREATER

THE GREATER CONSTRUCTION CORPORATION

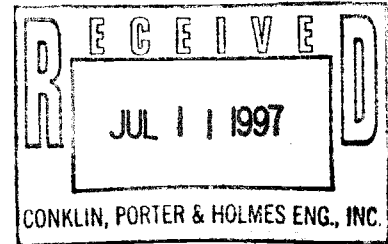
July 10, 1997

Mr. Rod Pakzadian
St. Johns River Water Mgt District.
618 E. South Street, Ste. 200
Orlando, FL 32801

Re: Greater Pines Phases 5-7 Permit Application
SJRWMD Application No. 4-069-0276AM2

RECEIVED

JUL 16 1997
4-069-0276AM2
PDS
ORLANDO
SJR WMD



Dear Mr. Pakzadian:

Based on discussions with our engineer, Mr. Jim Branch of Conklin, Porter and Holmes, we wish to modify our permit application to seek an Individual Environmental Resource Permit (ERP) in lieu of the modification of an issued Individual non-ERP permit originally sought. We do so based on our desire to have a permit with a full five year life from date of issuance, which will more closely meet our construction time schedules for the proposed development. We understand that issuance of the modification, as submitted would result in a permit expiration of five years from the original permit issuance, or August 9, 1999; which might not meet our construction schedule.

Attached also is a check in the amount of \$1,000.00, which we understand to be the difference between the already submitted processing fee of \$2,000.00 for the modification and the \$3,000.00 fee required for the ERP.

We appreciate your bringing this matter to our attention. We understand this letter and the additional fee s to be submitted along with other responses to your review questions. We'd appreciate your prompt review and recommendation of approval to the Board on this project. Please do not hesitate to call our engineers or me if you have any questions.

Sincerely,


Hampton P. Conley
Executive Vice President

Cc: CPH Engineers - DeLand, Attn: Jim Branch, P.E.

AGREEMENT
BETWEEN
LAKE COUNTY
AND
THE GREATER CONSTRUCTION CORP.
FOR THE PROVISION OF
MAINTENANCE SERVICES WITHIN THE
GREATER PINES MUNICIPAL SERVICE BENEFIT UNIT

RECEIVED

JUL 16 1997
4-069 0276 AM 2
PDS
ORLANDO
SJR WMD

AGREEMENT
BETWEEN
LAKE COUNTY
AND
THE GREATER CONSTRUCTION CORPORATION
FOR THE PROVISION OF
MAINTENANCE SERVICES WITHIN THE
GREATER PINES MUNICIPAL SERVICE BENEFIT UNIT

This is an Agreement by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY",

And

The Greater Construction Corporation, a Florida corporation, its successors and assigns, hereinafter referred to as "GREATER CONSTRUCTION".

W I T N E S S E T H:

WHEREAS, on December 29, 1993, the Board of County Commissioners of Lake County enacted Resolution No. 1993-227, creating the "Greater Pines Municipal Service Benefit Unit", and authorizing the levy of and collection of special assessments on the real property within the "Greater Pines Municipal Services Benefit Unit"; which property is described on Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "PROPERTY"; and

WHEREAS, the Board of County Commissioners is the governing body of the "Greater Pines Municipal Service Benefit Unit" and as such has the authority to enter into agreements for services to be provided within the "Greater Pines Municipal Service Benefit Unit"; and

WHEREAS, GREATER CONSTRUCTION is the developer of the property included within the "Greater Pines Municipal Service Benefit Unit", the PROPERTY in Exhibit "A"; and

WHEREAS, COUNTY has determined it is efficient and cost effective to enter into an agreement with GREATER CONSTRUCTION to perform certain services within the "Greater Pines Municipal Service Benefit Unit" in that GREATER CONSTRUCTION is the developer of the Greater Pines subdivision.

IN CONSIDERATION of the mutual promises, conditions, covenants and payments provided herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Scope of Services.

A. GREATER CONSTRUCTION shall maintain the following areas located within the platted areas of the PROPERTY, as described in Exhibit "A", and shall include:

Areas designated on the various plats within the Greater Pines subdivision as retention or drainage areas, or both, as well as entrance features and entrance areas, recreational areas and recreational facilities and all other Common Areas contemplated in the "Greater Pines Municipal Service Benefit Unit"

Said maintenance shall include, but shall not be limited to, mowing as needed, fence repair, other repairs, periodic trimming of any hedges, general maintenance of landscaping and general cleanup.

Section 3. Payments.

A. GREATER CONSTRUCTION shall render the maintenance services described in Section 2 and COUNTY shall make its best efforts to pay to GREATER CONSTRUCTION, within forty-five (45) days after receipt of invoices from GREATER CONSTRUCTION, for the cost to GREATER CONSTRUCTION for equipment, materials and services expended or used by GREATER CONSTRUCTION in the performance of such maintenance services.

B. GREATER CONSTRUCTION shall submit requests for payment pursuant to COUNTY procedures.

C. GREATER CONSTRUCTION expressly understands that the non-ad valorem assessments collected by COUNTY within the "Greater Pines Municipal Service Benefit Unit" shall constitute the maximum amount to be paid by the COUNTY to GREATER CONSTRUCTION pursuant to this Agreement. COUNTY shall pay for services rendered by GREATER CONSTRUCTION during the COUNTY's fiscal year, which runs from October 1 through September 30, using the non-ad valorem assessment monies collected within the "Greater Pines Municipal Service Benefit Unit". GREATER CONSTRUCTION shall not be required to provide maintenance services which will cost GREATER CONSTRUCTION more than the non-ad valorem assessments collected in the fiscal year prior to a fiscal year in which the services are rendered.

D. Payment shall be made to GREATER CONSTRUCTION at:

The Greater Construction Corp.
Post Office Box 3873
Longwood, Florida 32791

Section 4. Term of Agreement and Termination.

A. The term of this Agreement shall be effective as of October 1, 1994, and shall extend until September 30, 1995. This Agreement shall be automatically renewed for one (1) year terms unless terminated as provided herein.

B. This Agreement may be terminated by either party for cause, or COUNTY for convenience, upon thirty (30) days written notice of intent to terminate by the terminating party. In the event of termination, COUNTY shall pay for services rendered, prorated to the date of termination. If payments are made to GREATER CONSTRUCTION before services are rendered, GREATER CONSTRUCTION shall remit back to COUNTY all excess money paid, prorated to the date of termination.

C. It is further agreed that in the event the monies required to finance this Agreement become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice to the other party. COUNTY shall be the final authority as to the availability of funds and as to how any available funds shall be allocated among the various service providers within the "Greater Pines Municipal Service Benefit Unit".

D. After receipt of a notice of termination, and except as otherwise agreed upon, GREATER CONSTRUCTION shall:

(1) Stop working under this Agreement on the date, and to the extent specified in the notice of termination.

(2) Place no further orders or subcontracts for materials or services under this Agreement except as may be necessary for completion of any portion of the work under the Agreement that has not been terminated.

(3) Terminate all orders and subcontracts issued pursuant to this Agreement to the extent that they relate to the performance of work which was terminated. COUNTY shall not be obligated for any damages or penalties which may result from early termination of a purchase order or subcontract. GREATER CONSTRUCTION shall assume all such liability.

(4) Prepare all necessary reports and documents required under the terms of this Agreement to the date of termination.

Section 5. Assignment. The parties deem the services to be rendered by GREATER CONSTRUCTION to be personal in nature. GREATER CONSTRUCTION shall not assign any rights or duties under this Agreement to other parties without the written consent of COUNTY. If GREATER CONSTRUCTION attempts or does assign any rights or duties without the written consent of COUNTY, this Agreement shall be void and GREATER CONSTRUCTION shall remit to COUNTY all payments made pursuant to this Agreement for unperformed services during the entire term of this Agreement. Notwithstanding the foregoing, it is understood and agreed that GREATER CONSTRUCTION may, without limitation or penalty, assign its rights and duties under this Agreement to the Greater Pines Homeowners' Association, Inc., a

Florida non-profit corporation currently formed or to be formed, which assignment shall be acknowledged in a formal written amendment to this Agreement.

Section 6. Indemnification of County.

A. COUNTY has paid good and valuable consideration in the amount of TEN AND NO/100 DOLLARS (\$10.00) to GREATER CONSTRUCTION, which GREATER CONSTRUCTION hereby acknowledges receipt of, and for said consideration, GREATER CONSTRUCTION shall indemnify, save harmless, and defend COUNTY, its agents, servants, and employees, from any and all claims, demands, losses, expenses, and causes of action, including reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement provided that such claim, demand, expense, or cause of action is caused in whole or in part by any negligent act, error, conduct, misconduct or omission of GREATER CONSTRUCTION, subcontractor of GREATER CONSTRUCTION, or any of their agents, servants or employees. If the claim, demand, expense, or cause of action is caused in part by COUNTY and in part by any negligent act, error, conduct, misconduct or omission of GREATER CONSTRUCTION, subcontractor of GREATER CONSTRUCTION, or any of their agents, servants or employees, then GREATER CONSTRUCTION shall only indemnify COUNTY for GREATER CONSTRUCTION's comparative negligence and COUNTY shall be responsible for COUNTY's comparative negligence.

B. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or

termination of this Agreement for any cause of action arising out of GREATER CONSTRUCTION's actions during the term of this Agreement.

Section 7. Insurance. GREATER CONSTRUCTION shall provide, pay for, and maintain in force the required insurance at all times during the services to be performed. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. GREATER CONSTRUCTION shall provide the following:

(a) Waiver of Subrogation: The insurance policies shall waive all rights of subrogation against Lake County, its Commissioners, officials, officers, agents and employees.

(b) Subcontractor's Insurance: Adequate subcontractor's insurance shall be the responsibility of GREATER CONSTRUCTION while this Agreement is in effect. GREATER CONSTRUCTION shall ensure that subcontractors are properly insured before subcontractors are permitted to commence work on this Project.

(c) Workers' Compensation and Employers Liability Insurance: Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws.

(d) General Liability Insurance: General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no

more restrictive than the latest edition of the General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Premises/Operations.
2. Independent Contractors.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage.
5. Products/Completed Operations.
6. Explosion, Collapse, Underground.
7. Lake County, a political subdivision of the State of

Florida and the Lake County Board of County Commissioners to be named as additional insureds as their interest may appear with respect to liability arising out of operations performed for COUNTY by or on behalf of GREATER CONSTRUCTION or acts or omissions of GREATER CONSTRUCTION in connection with such operation.

(e) Certificate of Insurance : GREATER CONSTRUCTION shall provide to COUNTY a Certificate of Insurance or a copy of all insurance policies required by this Section. COUNTY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that COUNTY shall be given thirty (30) days written notice prior to expiration or cancellation of the policy.

Section 8. Notices.

(a) All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Courthouse
315 West Main Street
Tavares, Florida 32778

GREATER CONSTRUCTION

The Greater Construction Corp.
Post Office Box 3873
Longwood, Florida 32791

(b) All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

(c) The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

(d) Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 9. Records.

A. GREATER CONSTRUCTION shall keep records of its accounts and operations with respect to the maintenance of the areas provided for in Section 2, and shall open these records to inspection by COUNTY personnel at reasonable hours during the entire term of this Agreement, plus three (3) years after the ending date of this Agreement. If audit findings have not been

resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings. Any person duly authorized by the COUNTY shall have access to, and the right to examine any of said records during said period.

B. GREATER CONSTRUCTION shall maintain financial records related to funds paid under this Agreement and submit annual financial reports to the COUNTY.

Section 10. Additional Terms and Conditions.

A. Permits. GREATER CONSTRUCTION shall obtain and possess throughout the term of this Agreement, at no cost to the COUNTY, all licenses and permits applicable to its operations under federal, state and local laws, ordinances, rules or regulations and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

B. Modifications. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

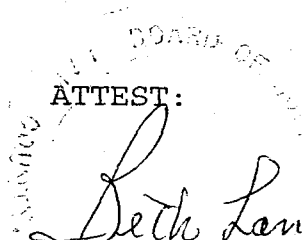
C. Equal Opportunity Employment. GREATER CONSTRUCTION agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall

include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

D. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 10th day of April, 1995, and the President of GREATER CONSTRUCTION, duly authorized to execute same.

ATTEST:


Leth Lange DC for
James C. Watkins, Clerk
of the Board of County
Commissioners of Lake
County, Florida

COUNTY

LAKE COUNTY, through its BOARD OF
COUNTY COMMISSIONERS

Rhonda H. Gerber
Rhonda H. Gerber, Chairman

This 10th day of April,
19 95.

Approved as to form and
legality

[Signature]
Timothy P. Hoban
Senior Assistant County Attorney

GREATER CONSTRUCTION

The Greater Construction Corp[.]

By: *[Signature]*
Robert A. Mandell, President

State of Florida
County of *Summit*

The foregoing instrument was acknowledged before me this 18
day of November, 1994, by Robert A. Mandell, President, on
behalf of The Greater Construction Corp., a Florida corporation.
He is personally known to me.

[Signature]
Signature of Acknowledger

SANDRA K. MERCHUT
Name of Acknowledger Typed

(SEAL)



SANDRA K MERCHUT
My Commission CC228904
Expires Oct. 10, 1998

Title or Rank

CC228904
Serial Number, if any

My commission expires: 10/10/96

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0276AM2-ERP

Date : 7/ 3/97

Date Received: 6/30/97

Appl. Received: 6/ 2/97

Date Issued: / /

Related Permit: 4-069-0276

Mail Type: RAI LETTER

F.O.R.:

Project Name: GREATER PINES, PHASES 5-7

 * Name Job Title Office *

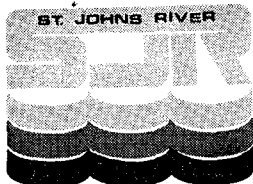
ROD PAKZADIAN	ENGINEER	ORL
---------------	----------	-----

DAVID EUNICE	ENVIRONMENTAL SPECIALIST	ORL
--------------	--------------------------	-----

GENERAL COUNSEL:

Comments:

Copied and Routed By: _____ on _____
 MAIL ROUTED FROM: ORL PROCESSED BY: LO



**WATER
MANAGEMENT
DISTRICT**

June 30, 1997

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500

SUNCOM 904-860-4500

TDD 904-329-4450

TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4508

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
TDD 904-448-7900

PERMITTING:
305 East Drive
Melbourne, Florida 32904
407-984-4940
TDD 407-722-5368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-752-3100
TDD 407-752-3102

CERTIFIED NO. Z 454 094 444

Mr. James C. Branch, P.E.
Conklin, Porter & Holmes-Engineers, Inc.
101-A North Woodland Boulevard, Suite 100
DeLand FL 32720

Re: Greater Pines, Phase 5, 6, & 7; Application No. 4-069-0276AM2-ERP
(Please reference the above number on any submittal)

Dear Mr. Branch:

The St. Johns River Water Management District is in receipt of your Individual Environmental Resource Permit application. Upon preliminary review of the proposed project, the following technical information is required to sufficiently review the possible impacts the project may have on the surrounding area. This information is being requested pursuant to the authority vested in the St. Johns River Water Management District under subsection 373.413(2), Florida Statutes, and sections 40C-4.101 and 40C-4.301, Florida Administrative Code.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit five (5) copies of all requested information unless otherwise indicated by a specific information request.

1. Pursuant to staff's meeting with you on June 25, 1997, and telephone conversation with you on June 27, 1997, please provide the following:
 - a. The application fee for an Individual Environmental Resource Permit application is \$3000.00. Please be advised that only \$2000.00 was received. Please submit the \$1000.00 balance due. [40C-1.603(4); 40C-1.202, F.A.C.]
 - b. Demonstrate that the proposed ponds will recover the total volume generated from 25-year, 96-hour storm event within 14 days. [40C-4.301(1)(a)(b)(c)(e); 40C-4.302(1)(a)1, F.A.C.]
 - c. Please submit revised pre-development and post-development condition basin maps with the accurate contour line on it. [40C-4.301(1)(a)(b)(c)(e); 40C-4.302(1)(a)1, F.A.C.]

William M. Segal, CHAIRMAN
MAITLAND

Dan Roach, VICE CHAIRMAN
FERNANDINA BEACH

James T. Swann, TREASURER
COCOA

Otis Mason, SECRETARY
ST. AUGUSTINE

Kathy Chinoy
JACKSONVILLE

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

Reid Hughes
DAYTONA BEACH

- d. It appears that a portion of the pond will encroach into the 100-year floodplain, as indicated on the construction plan(s) submitted to the District on June 2, 1997. Please be advised that the use of the pond for flood plain compensation, as indicated in the calculations, is not acceptable. Please demonstrate that there will be no adverse impacts to drainage or flood protection to offsite or adjacent property. Please submit any necessary information. [40C-4.301(1)(a)(b)(c)(e); 40C-4.302(1)(a)1, F.A.C.]
- e. Identify the maintenance entity for the system and provide appropriate documentation. [40C-4.301(1)(a)(c)(e)(i), F.A.C.]
- f. It appears that the weir elevation as shown on the routing computations (table 3C.6), for the proposed ponds 2 and 3 is inconsistent with the plan sheet 9 of 22. Please clarify and submit any revised plans or calculations. [40C-4.301(1)(a)(b)(c)(e)(i), F.A.C.]
- g. It appears that the application regarding the impervious area for which a permit is sought has not been filled in. Please clarify and submit any revised application. [40C-4.301(1)(a)(b)(c)(e)(i), F.A.C.,]

If the applicant desires to dispute the necessity for any information requested on an application form or in a letter requesting additional information, pursuant to section 40C-1.605(5), F.A.C., he or she may request an administrative hearing in accordance with section 120.57, F.S. Any petition for administrative hearing must comply with sections 40C-1.511 and 40C-1.521, F.A.C., must be filed within fourteen (14) days of receipt of the request for additional information, and must be filed with the District Clerk, in Palatka.

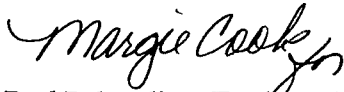
Please be advised, pursuant to subsection 40C-1.605(5), F.A.C., any application which has not been technically completed within ninety (90) days from the date of receipt of a request for additional information by the District, will be prepared for an Intent to Deny at the next timely Governing Board meeting. If you require more than the allotted ninety (90) days, please indicate this to the staff.

In addition, no construction shall begin on the proposed project until a permit is issued by the St. Johns River Water Management District. This is pursuant to subsection 40C-4.041(1), F.A.C., which states in relevant part, "unless expressly exempt an individual or general environmental resource permit must be obtained from the District under Chapter 40C-4, 40C-40, 40C-42, 40C-44, or 40C-400, F.A.C. prior to the construction, alteration, operation, maintenance, removal or abandonment of any dam, impoundment, reservoir, appurtenant work or works...."

Mr. James C. Branch, PE
June 30, 1997
Page 3


If you have any questions, please do not hesitate to call me at 407/897-4335.

Sincerely,



Rod Pakzadian, Engineer III
Department of Resource Management

RP:sa


cc: PDS-RAIL; Elizabeth Thomas, Joan B. Budzynski, Dave Eunice

Hampton P. Conley, Exec. Vice President
Greater Construction Corp.
1105 Kensington Park Drive
Altamonte Springs FL 32714

PERMIT DATA SERVICES - CHANGE ORDER REQUEST

PERMIT OR APPLICATION NUMBER: 4-069-0276AM2-ERP. ✓

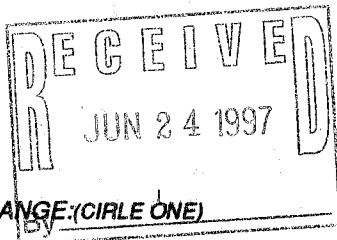
PERMIT TYPE: AG CUP FWD GENERAL

MSSW STORMWATER WOD WRM WWC

TYPE OF CHANGE: ADD UPDATE (CHANGE/ERROR CORRECTION)

ITEM:

REVIEWER:



FROM:

Alex Aboudi

TO:

R. PAKZADIAN ✓

PROJECT NAME:

SECTION / TOWNSHIP / RANGE: (CIRCLE ONE)

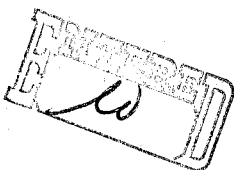
OWNER / APPLICANT / AGENT: (CIRCLE ONE)

DATE ISSUED / EXPIRED: (CIRCLE ONE)

PROJECT ACREAGE:

OWNED ACREAGE:

MAILING ADDRESS:



TELEPHONE NUMBER:

OTHER:

OTHER:

COMMENTS: Due to Alex's work load, I will take this project to help him out.

REQUESTED BY: Rod PAKZADIAN

DATE OF REQUEST: 6/23/97

DEPARTMENT: R/M

DIVISION: ORL

AUTHORIZATION: [Signature]

(CHIEF, DEPARTMENT, DIVISION, FIELD OFFICE DIRECTOR OR DMS MUST AUTHORIZE CHANGE ORDER)

PERMIT DATA SERVICES USE ONLY

DOCUMENT / PROCEDURE USED TO VERIFY:

APPLICATION TSR PERMIT BOARD FOLDER MINUTES
SITE VISIT CORRESPONDENCE OTHER:

VERIFIED BY: [Signature] DATE: 7/1/97

PDS DIRECTOR: [Signature] RD 7/1/97

DATA FILE CHANGED BY: [Signature] DATE: 6/23/97
7-1-97

* PLEASE ATTACH ANY AVAILABLE DOCUMENTATION AND RETAIN BOTTOM COPY FOR YOUR RECORDS.

cc: Alex, Dave, E., Joan