



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

April 13, 2016

BCC Mtg. Date: May 10, 2016

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: Turnbury Woods Homeowners Association, Inc. Agreement for Traffic
Control Devices

Submitted for approval and execution is an agreement by Turnbury Woods Homeowners Association, Inc. (the Association) in favor of Orange County. This Hold Harmless Agreement was initiated by the Association.

The Association has installed decorative street name and traffic control signposts in lieu of the standard street name and traffic control signposts that would normally be provided by the County. The Association is capable of assuming the responsibility, liability, and maintenance of the decorative street name and traffic control signposts as defined in the agreement.

Staff recommends approval and execution of the agreement between the Association and Orange County to maintain decorative street name and traffic control signposts. This agreement has been approved as to form by the County Attorney's Office and the Risk Management Division.

Action Requested: Approval and execution of Homeowner's Association Agreement for Turnbury Woods Subdivision Traffic Control Devices by and between Turnbury Woods Homeowners Association, Inc. and Orange County, Florida, that provides for the Association to maintain decorative street name and traffic control signposts. District 1.

MVM/RDR/nad

Attachments

BCC Mtg. Date: May 10, 2016

THIS INSTRUMENT PREPARED BY:

**Traffic Engineering Division
4200 South John Young Parkway
3rd Floor
Orlando, FL 32839-9205**

**Homeowner's Association Agreement for
Turnbury Woods Subdivision
Traffic Control Devices**

This Agreement (the "Agreement") is entered into by and between **TURNBURY WOODS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter the "Association"), and **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the "County").

Recitals

WHEREAS, the Association is the duly created property owner's association for the Turnbury Woods subdivision, which is in Orange County, Florida, and described as follows (the "Property"): see **Exhibit "A"** which is attached hereto and made a part hereof; and

WHEREAS, the Association desires to install and maintain the following improvements: decorative street name and traffic control signposts in lieu of the standard street name and traffic control signposts which would normally be provided by the County (hereinafter the "Improvement(s)") which improvements will encroach only on certain public rights of way as shown on the Plat identified on **Exhibit "A"**; and

WHEREAS, the Association freely desires to and is capable of assuming the responsibility and liability for installing and maintaining the Improvements;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and form a material part of this Agreement.
2. **APPLICATION OF THE RIGHT OF WAY UTILIZATION REGULATIONS**. Except as specifically modified by this Agreement, the Association shall comply with the Orange County Right of Way Utilization Regulations, Orange County Code Chapter 21, Article VI, regarding the permitting, installation, and maintenance of the Improvements.

3. **PLACEMENT OF IMPROVEMENTS.** The placement of the Improvements will be in accordance with national standards set forth by the Federal Highway Administration in the Manual on Uniform Traffic Control Devices and capable of breakaway upon impact by a vehicle. Breakaway capability certification has been supplied on behalf of the Association and is attached as **Exhibit “B.”**
4. **RESPONSIBILITIES.** The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of the Improvements. The Improvements shall not be dedicated to the use and enjoyment of the general public, but shall be dedicated to the common use and enjoyment of the Association, and the owners of the Property. It is the intent of the parties that the Association, its grantees, successors or assigns in interest, or some other association and/or assigns satisfactory to the County, shall be responsible for the permitting, installation and maintenance of the Improvements (and removal and re-installation, as may be necessary), and all the costs and expenses thereof. In the event the Association fails to maintain the Improvements, the County shall have the authority to terminate this Agreement, remove the Improvements, and install standard traffic control devices in their place. In such an event, the Association shall be obligated to reimburse the County for the costs and expenses the County incurred in removing the Improvements and installing standard traffic control devices in their place. Accordingly, the Association’s obligation to reimburse the County for the costs and expenses the County incurs related to this Agreement shall survive termination of this Agreement.
5. **PROTECTIVE COVENANTS.** The parties acknowledge that the Property is subject to recorded protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the permitting, installation, and maintenance of the Improvements by the Association. The Protective Covenants provide a method for the Association to assess the owners of the Property for the cost of permitting, installing, and maintaining (and removing and reinstalling, as may be necessary) the Improvements. Moreover, the Protective Covenants provide that the Association can impose liens against those parcels of property for which payment of any assessment is not made. The Association agrees that the Protective Covenants shall remain in full force and effect at all times.
6. **NON-FUNCTIONING IMPROVEMENT.** Upon notification of the County, from any source, that an Improvement (a traffic control device) is non-functioning, the County shall diligently strive to replace within three (3) hours a temporary replacement traffic control device and inform the Association of the particular Improvement’s non-functioning status. The Association shall repair or replace the particular Improvement(s) within ten (10) days of notification from the County and shall return the temporary traffic control device to the County. This section is not intended to and does not in any way shift or remove the hold harmless and indemnification obligations given by the Association to the County through this Agreement.

7. **HOLD HARMLESS.** The Association shall indemnify the County against and hold the County harmless from all losses, damages, costs, claims, suits, liabilities expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of the Improvement(s). The Association shall record this Agreement, which shall operate to declare that Orange County is a third-party beneficiary of the Association's maintenance obligations, and that Orange County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction.
8. **INSURANCE.** Under this Agreement the Association shall obtain and shall retain throughout the term of their performance of services under their Agreement the following insurance coverage:
 - A. Comprehensive General Liability Coverage including, but not limited to, contractual, products, and completed operations, in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) for combined single limit, personal injury and property damage per occurrence or the equivalent; The County shall be added as an additional named insured to the policy;
 - B. Certificates of Insurance shall be filed with the County evidencing the above-referenced insurance and said Certificates shall provide that the policy may not be canceled or materially altered until at least thirty (30) days after written notice has been given to the County.
9. **COVENANTS RUNNING WITH THE LAND.** It is intended that the provisions of this Agreement shall constitute covenants running with the land or an equitable servitude upon the lands owned by the Association, applicable to all of the Common Areas and to all easements granted in favor of the Association as shown on the Plat on the Property described herein, or granted to the Association by any governing document applicable to it, or granted to the Association by any member of the Association, or any portion thereof of the foregoing. It is further intended that this Agreement shall be binding on the parties to this Agreement and their successors and assigns. This Agreement shall inure to the benefit of and be enforceable by the County, its respective legal representatives, successors, and assigns.
10. **AMENDMENT.** The provisions, restrictions and covenants of this Agreement and this Agreement itself shall not be modified or amended without the prior written consent of the Orange County Board of County Commissioners.
11. **TERMINATION.** This Agreement may be terminated by the County upon thirty (30) days prior written notice to the Association. This Agreement may be terminated by the Association upon forty-five (45) days written notice to the County c/o Orange County Traffic Engineer, 4200 South John Young Parkway, Orlando, Florida 32839-9205.

Upon termination of this Agreement, the Improvement(s) shall be removed at the Association's cost and expense and replaced at the Association's cost and expense with standard street and traffic signposts by the County.

12. **RECORDING.** This Agreement shall be recorded at the Association's expense in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, or their successors and assigns in interest.
13. **EFFECTIVE DATE.** This Agreement shall become effective upon the date of execution by the County or upon the date of execution by the Association, whichever occurs later.



ORANGE COUNTY FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 5.10.16

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Klimetz*
for Deputy Clerk

Date: MAY 10 2016

**TURNBURY WOODS
HOMEOWNERS ASSOCIATION, INC.**

By: William Herzog

Print Name: WILLIAM HERZOG

Title: PRESIDENT

Date: 3/28/16

WITNESSES:

[Signature]
Signature
John Deinhardt
03.28.2016
Print Name

[Signature]
Signature

Ronald Blocker
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by William Herzog as President of Turnbury Woods HOA, a Florida Not-For Profit Corp., on behalf of said corporation. He / she is personally known to me.

By: [Signature]

Print Name: Heather Deinhardt

Notary Public Commission Stamp



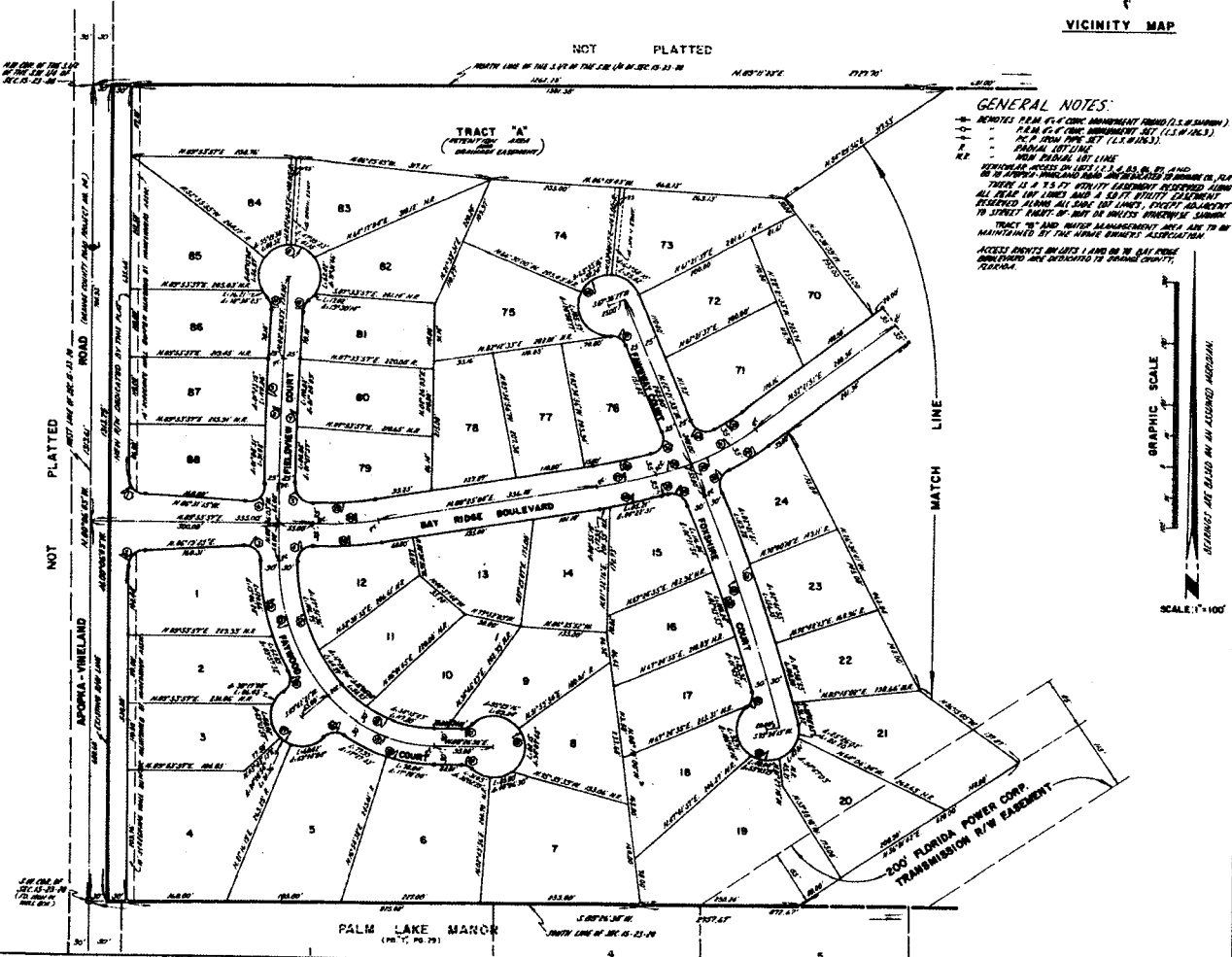
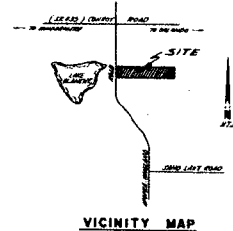
My Commission Expires: 4/26/19

TURNBURY WOODS

SECTION 15, TOWNSHIP 23 SOUTH, RANGE 28 EAST ORANGE COUNTY, FLORIDA

DESCRIPTION
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS THE WEST 30 FEET FOR ROAD, CONTAINING THEREON 26.75 ACRES MORE OR LESS.

SHEET 1 OF 2 SHEETS



GENERAL NOTES:
 1. ACRES FROM PLAT CONC. AMENDMENT TRACT (L.S. # 20000)
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PLAT BOOK AND PAGE **13-24**

TURNBURY WOODS DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption in this plat, hereby dedicates said lands and plat for the use and purposes therein expressed and dedicates the same to the permanent use of the public, and
 IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on **October 17, 1983**.

BAY HILL INVESTMENTS, INC.
 By: *[Signature]* President, BAY HILL INVESTMENTS, INC.
 Attest: *[Signature]* Secretary, BAY HILL INVESTMENTS, INC.
 Signed and attested in the presence of:
[Signatures]
 STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on **October 17, 1983**, before me, an officer duly authorized to take acknowledgments in this State and County aforesaid, personally appeared **JOHN MARSH DE JASPER** and **MICHAEL DE BORJA** respectively, President and Vice-President of the above named corporation incorporated under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.
 IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.
[Signature]
 NOTARY PUBLIC
 My Commission Expires **August 23, 1984**

CERTIFICATE OF SURVEYOR
 KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on **10/17/83** he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands herein described and platted; that permanent reference monuments have been placed in places thereon as required by Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida. Dated **10/17/83**
[Signature]
 Registration No. **1257**

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION
 THIS IS TO CERTIFY, That on **12-5-83** the Orange County Planning and Zoning Commission approved the above plat.
[Signature]

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER
 Examined and Approved: *[Signature]* **12-5-83**
 County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
 THIS IS TO CERTIFY, That on **12-5-83** the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.
[Signature]
 Chairman of the Board
[Signature]
 Mayor
 Mayor Pro Tempore
 Clerk of the Board

CERTIFICATE OF COUNTY COMPTROLLER
 I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on **10/23/83** at **3:33 PM** File No. **2005.020**
[Signature]
 County Comptroller
 in and for Orange County, Fla.
[Signature]

| Lot No. | Area (Acres) | Owner | Remarks |
|---------|--------------|------------------|------------|
| 1 | 0.125 | State of Florida | Public Use |
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| 5 | 0.125 | State of Florida | Public Use |
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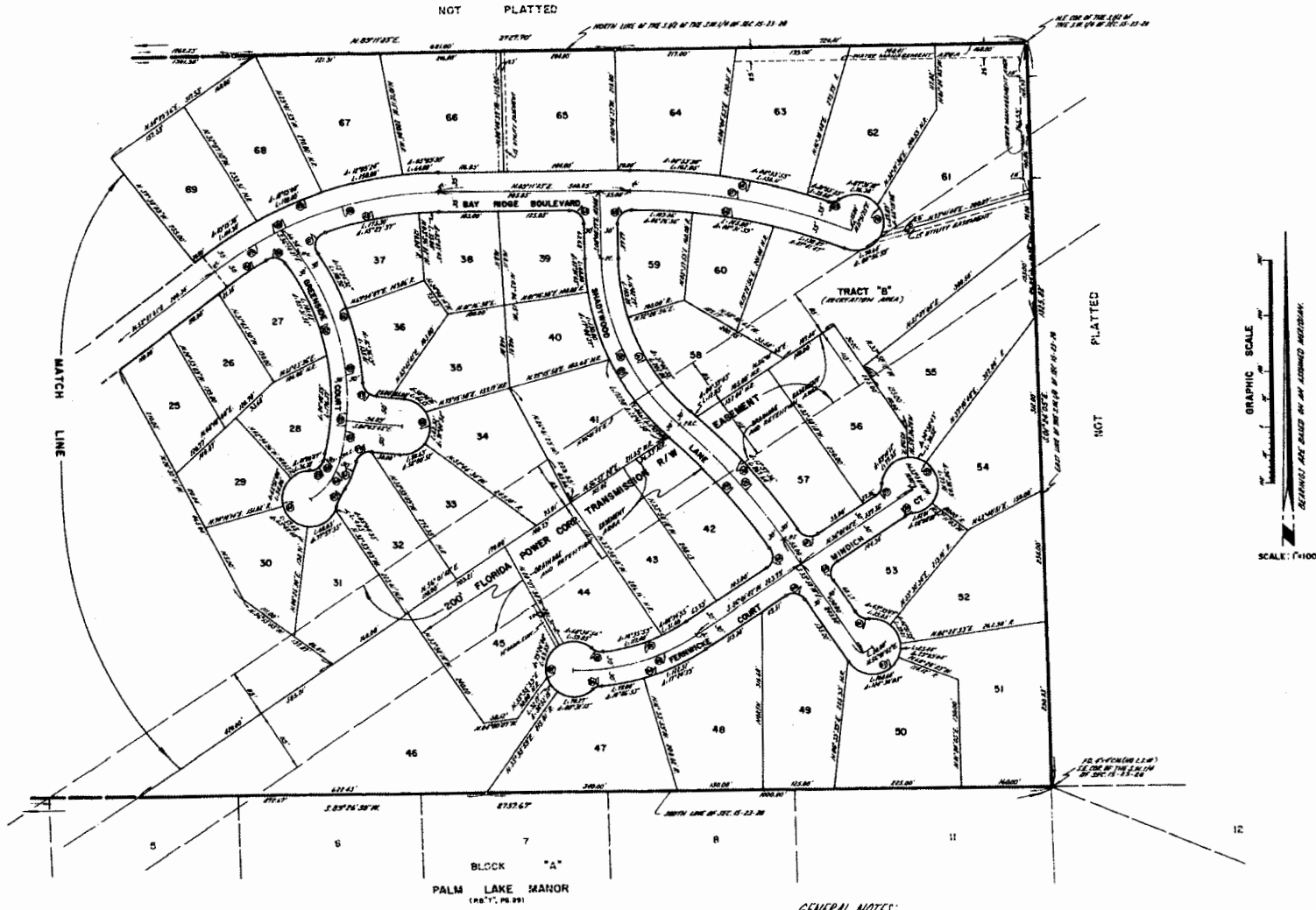
JOINDER AND CONSENT TO DEDICATION
 THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE ABOVE DESCRIBED PROPERTY AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF AND HEREBY THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.
 I, *[Signature]*, Clerk of the Board, do hereby certify that the above described lands have been duly dedicated to the public use of the State of Florida.
 Witness my hand and seal of the County of Orange, Florida, this **17th** day of **October**, 1983.

TURNBURY WOODS

SECTION 15, TOWNSHIP 23 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

SHEET 1 OF 2 SHEETS

PLAT BOOK AND PAGE **13 - 25**



BLOCK "A"
PALM LAKE MANOR
(P.L. 71, P. 91)

| CURVE | | DATA | | | |
|-------|--------|-------|--------|--------|--------|
| | | ANGLE | RADIUS | CHORD | ARC |
| 1 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 2 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 3 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 4 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 5 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 6 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 7 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 8 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 9 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 10 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 11 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 12 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 13 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 14 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |
| 15 | 35.00' | 67.38 | 104.25 | 100.00 | 23.00' |
| 16 | 17.50' | 33.69 | 52.12 | 50.00 | 11.50' |

GENERAL NOTES:
 - QUANTITY OF P.C.P. CONC. MANAGEMENT (BASE) (L.I.W. SHOWN)
 - P.C.P. CONC. MANAGEMENT SET (L.I.W. ONLY)
 - PLACED OVER (S.T.#) (P.L.)
 - NEW RAILROAD CUT LINE
 - RECREATION AREAS SHOWN ON MAPS (S.L.A. 23, 24, 25, 26, 27, AND 28) TO BE MAINTAINED AND NOT TO BE CONSIDERED TO BE BUILT UP ON.
 - TRACT IS A 15 FT. WIDTH EASEMENT RESERVED ALONG THE REAR OF ALL LOTS AND A 5 FT. WIDTH EASEMENT RESERVED ALONG THE SIDE OF ALL LOTS, EXCEPT ADJACENT TO STREET FRONT OF RAY RIDGE BOULEVARD.
 - ALL STAMPS AND OTHER MANAGEMENT AREAS ARE TO BE MAINTAINED BY THE LAND OWNERS RESPONSIBLY.
 - HEREINAFTER REFERRED TO AS "RAY RIDGE BOULEVARD" AND NOT TO BE CONSIDERED TO BE BUILT UP ON.

HENRICH, TROTTER, CARTER, & AYERS, INC.
 LAND SURVEYORS
 656 N. WYOMING ROAD
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 (305) 947-7348

CREATIVE
SIGN DESIGNS



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Turnbury Woods

4/13/16

To whom it may concern:

The decorative street signs Creative Sign Designs will be providing for the Turnbury Woods community located at S Apopka Vineland Rd & Bay Ridge Blvd (Orlando, FL. 32819) meet or exceed FDOT2010 DESIGN (INDEX 11860) break away standards. The decorative posts that will be installed are 3" x.125" extruded aluminum (alloy/temper 6063T5).

For further questions, please feel free to contact me.

Sincerely,

Keith McGinnis

CSD Account Executive
813-749-2303
keith@creativesigndesigns.com