

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Drainage Easement between Louis A. and Margaret H. Demshock and Seminole County for the Acorn Lake Outfall Project

**DEPARTMENT:** Public Works      **DIVISION:** Road Operations & Stormwater

**AUTHORIZED BY:** W. Gary Johnson      **CONTACT:** Mark Flomerfelt      **EXT.** 5710  
W. Gary Johnson, P.E.      Mark Flomerfelt, P.E., Manager  
Director, Dept. Public Works      Road Operations & Stormwater

<b>Agenda Date</b> <u>01-13-04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
--

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the drainage easement between Louis A. and Margaret H. Demshock and Seminole County for the Acorn Lake Outfall Project.

**BACKGROUND:**

Project involves construction of an outfall system for Acorn Lake. Lake currently has no outfall system, causing flooding of adjacent properties during periods of extensive rainfall. The drainage easement allows for construction and maintenance of stormwater outfall from Acorn Lake to Oak Lake.

District 4 — Commissioner Henley  
Attachment: Drainage easement document

Reviewed by:	
Co Atty:	<u>MB</u>
DFS:	_____
Other:	_____
DCM:	<u>MB</u>
CM:	<u>MB</u>
File No.	<u>CPWS01</u>

Prepared by:  
Herbert S. Zischkau III  
Seminole County Attorney's Office  
1101 East 1<sup>st</sup> Street, 3d Floor  
Sanford, FL 32771  
(407) 665-5736

## PERMANENT DRAINAGE EASEMENT

Parcel Tax I.D. # \_\_\_\_\_

**THIS DEED OF EASEMENT** is made and given this 7<sup>th</sup> day of November, A.D. 2003 by Louis A. Demchock and Margaret H. Demchock, his wife, whose address is: 132 Lake Oaks Boulevard, Longwood, Florida 32750, hereinafter collectively referred to as GRANTOR, to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE. References hereinafter to GRANTEE shall mean the GRANTEE, its successors and assigns.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, which the GRANTOR has received, grants, sells and conveys to the GRANTEE an exclusive perpetual easement for drainage and stormwater utility purposes, with full authority to enter upon, access, excavate, construct, remove, replace, grade, dredge and maintain, as the GRANTEE may deem necessary, surface and subsurface stormwater facilities and drainage system facilities (collectively, the "Improvements") consisting of canals, underground pipes, surface inlets and outlets, swales, ditches, slopes, ponds for detention and percolation, service roads or any combination thereof, together with any and all appurtenant drainage facilities and stormwater management systems over, under, upon, and through the following described lands (the "Easement Area") situated in Seminole County, State of Florida, to wit:

(See legal description and sketch attached as EXHIBIT "A".)

**TO HAVE AND TO HOLD**, the same unto the GRANTEE, its successors and assigns, forever.

**THE FOREGOING EASEMENT** also shall include the right to connect and use such Improvements and Easement Area with those drainage or stormwater facilities now or hereafter in GRANTEE's stormwater drainage system (whether owned by GRANTEE or not) located over, under, upon or through other lands ("GRANTEE's system") and a right-of-way through the Easement Area to access drainage or stormwater facilities located over, under, upon or through other lands.

**THE GRANTEE** shall have the right to access, clear, keep clear and remove from the Easement Area all trees, undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation, replacement or maintenance of the

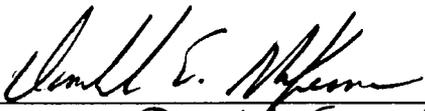
Improvements or GRANTEE's system. The GRANTOR, its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the Easement Area that may interfere in any way with the location, construction, excavation, operation, replacement or maintenance of the Improvements or GRANTEE's system.

THE GRANTEE agrees to reconstruct or restore sidewalks and driveways located within the Easement Area that do not interfere with the Improvements or GRANTEE's system and are disturbed by the construction of the Improvements or GRANTEE's other use of the Easement Area. The GRANTOR shall be permitted to install sod, irrigation pipes, sprinklers, lighting wire or fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the Improvements or GRANTEE's system. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE to remove the fence or other structure from the Easement Area without compensation or reimbursement to the GRANTOR if the fence or other structure in any way impedes GRANTEE's use of the Easement Area.

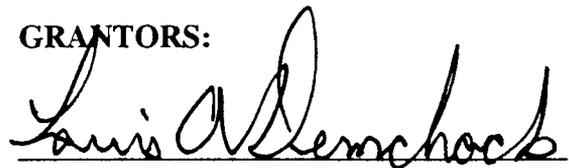
GRANTOR further covenants that the GRANTOR lawfully owns the Easement Area in fee simple; that GRANTOR has good and lawful right, title and authority to sell and convey the easement described herein; GRANTOR fully warrants the title to the land within the Easement Area and will defend the land against the lawful claims of all persons; said land is free and clear of all liens and encumbrances, except restrictions and easements of record that do not limit or interfere with the uses allowed GRANTEE by this easement, and GRANTOR shall provide such further assurances as to title to the property as GRANTEE may from time to time request.

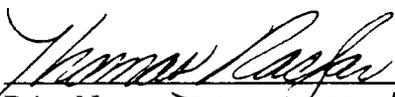
IN WITNESS WHEREOF, the GRANTOR has executed this Deed of Easement on the date first written above.

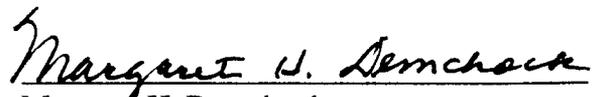
WITNESSES:

  
Print Name: Donald E. McKenna

GRANTORS:

  
Louis A. Demchok

  
Print Name: THOMAS RADER

  
Margaret H. Demchok

STATE OF FLORIDA       )  
COUNTY OF               )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, A.D. 2003, by Louis A. Demchok, who is personally known to me or who

has produced Drivers License as identification.

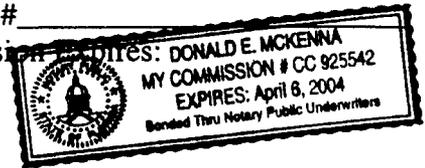
*Donald E. McKenna*

Notary Signature

Print Name: Donald E. McKenna

Commission # \_\_\_\_\_

My Commission Expires \_\_\_\_\_



STATE OF FLORIDA       )  
COUNTY OF               )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, A.D. 2003, by Margaret H. Demchock, who is personally known to me or who has produced Florida I.D. Card as identification.

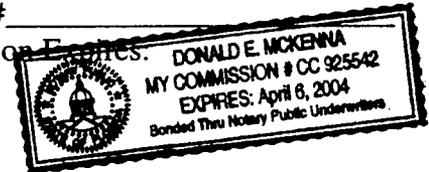
*Donald E. McKenna*

Notary Signature

Print Name: Donald E. McKenna

Commission # \_\_\_\_\_

My Commission Expires \_\_\_\_\_



ACCEPTED BY SEMINOLE COUNTY:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole County,  
Florida

By: \_\_\_\_\_  
DARYL G. McLAIN, Chairman

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

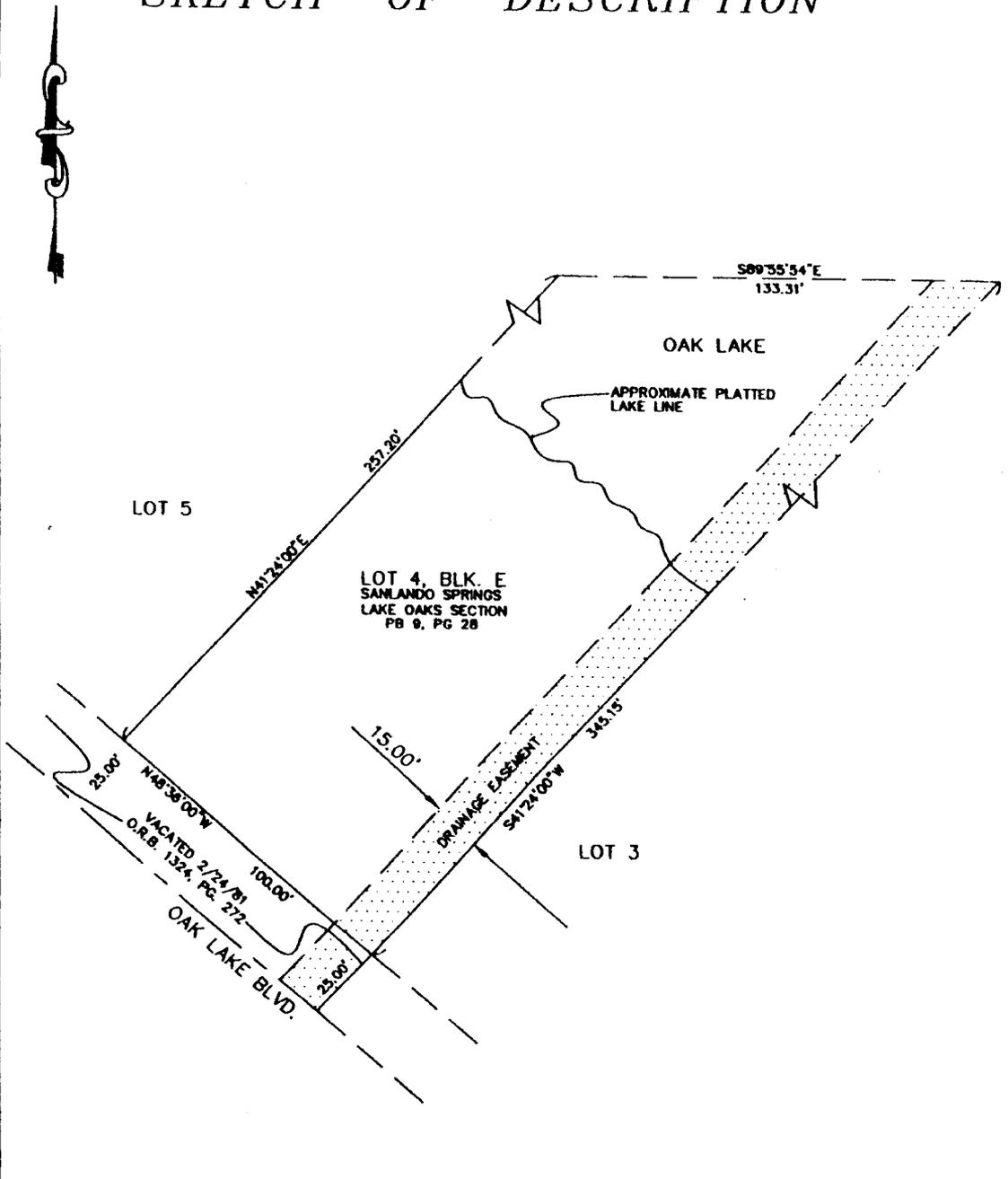
For the use and reliance of Seminole  
County only. Approved as to form  
and legal sufficiency.

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

*Alvin Z...*  
\_\_\_\_\_  
County Attorney

\\CAHZ01\EA\SEM\TS\ACORNDRAINAGE0031028Radzai.doc

# SKETCH OF DESCRIPTION



SHEET 1 OF 2

## SEMINOLE COUNTY

ENGINEERING DEPARTMENT  
SURVEY SECTION  
520 W. LAKE MARY BLVD.  
SANFORD, FLORIDA 32773  
(407)323-2500 EXT.5647

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

BY: *Gary A. Leise*  
GARY A. LEISE P.L.S. FLA. CERT. # 4723

## LEGEND

- |                                |                                  |
|--------------------------------|----------------------------------|
| △ CENTRAL ANGLE (DELTA)        | PB - PLAT BOOK                   |
| R - RADIUS                     | PG - PAGE (S)                    |
| CB - CHORD BEARING             | ORB - OFFICIAL RECORDS BOOK      |
| L - ARC LENGTH                 | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD                      | PCL - PARCEL                     |
| ○ SET IRON PIN OR PIPE         | PC - POINT OF CURVATURE          |
| ● FOUND IRON PIN OR PIPE       | PT - POINT OF TANGENCY           |
| □ SET CONCRETE MONUMENT        | PI - POINT OF INTERSECTION       |
| ■ FOUND CONCRETE MONUMENT      | PCC - POINT OF COMPOUND CURVE    |
| P.O.B. - POINT OF BEGINNING    | PRC - POINT OF REVERSE CURVE     |
| P.O.C. - POINT OF COMMENCEMENT | M - MEASURED                     |
| P.O.T. - POINT OF TERMINATION  | P - PLAT                         |
| R/W - RIGHT OF WAY             | F - FIELD                        |
| D - DEED                       | C - CALCULATED                   |
| C/L - CENTERLINE               | P/L - PROPERTY LINE              |
| UTIL - UTILITY                 | ESMT - EASEMENT                  |

FIELD DATE: N/A  
DATE: 10/30/03  
JOB NAME: 03-052

SCALE: 1"=40'  
DRAWN BY: L.W.  
CHECKED BY:

# LEGAL DESCRIPTION

## DRAINAGE EASEMENT

THE EAST 15.00 FEET OF LOT 4, BLOCK E, SANLANDO SPRINGS, OAK LAKE SECTION, AS RECORDED IN PLAT BOOK 9, PAGE 28, TOGETHER WITH THAT PORTION OF THE VACATED RIGHT-OF-WAY OF LAKE OAKS BLVD. RECORDED IN OFFICIAL RECORDS BOOK 1324, PAGE 272, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

CONTAINING 5453 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

### SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

### LEGEND

BEARINGS BASED ON :

NORTHEASTERLY RIGHT-OF-WAY LINE OF

LAKE OAKS BLVD AS BEING N48°36'00"W

### REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 03-052	FIELD DATE: N/A	DATE: 10/30/03	SCALE: 1" = 40'	DRAWN BY: L.W.	CHECKED BY:
------------------	-----------------	----------------	-----------------	----------------	-------------