

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Permanent Drainage Easement

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

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

Agenda Date <u>01-27-04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve acceptance of the Permanent Drainage Easement Agreement and Permanent Access Easement from Oviedo Properties Limited Partnership.

BACKGROUND:

The enclosed agreement reflects a Permanent Drainage Easement and Permanent Access Easement donated to the County by Oviedo Properties Limited Partnership over a portion of the property located at 1969 Slavia Road, Sanford, Florida, (Parcel Tax I.D. #16-21-31-5CA-0000-0470) for dedicated legal access and maintenance of a drainage system. No County funds will be used for acquiring this easement.

District 1 — Commissioner Maloy

Attachment: Permanent Drainage & Permanent Access Easement

Reviewed by:
Co Atty: <u>SA</u>
DFS: _____
Other: _____
DCM: <u>MA</u>
CM: <u>KB</u>
File No. <u>CPWS02</u>

PREPARED BY AND RETURN TO:
Michael F. Garcia, P.S.M., Principal Coordinator
Seminole County Government
Public Works Department/Stormwater Division
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773

PERMANENT DRAINAGE EASEMENT AND PERMANENT ACCESS EASEMENT

Parcel Tax I.D. #16-21-31-5CA-0000-0470

THIS PERMANENT DRAINAGE EASEMENT AND PERMANENT ACCESS EASEMENT is signed and given on this 19th day of November, 2003, by the Grantor who is: Oviedo Properties Limited Partnership, whose address is P.O. Box 450233, Atlanta, Georgia, hereinafter referred to as the "Grantor," to the Grantee, 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 the "Grantee."

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 and its successors and assigns, a perpetual non-exclusive easement for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the Grantee and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage over, under, upon, and through the lands described and depicted as Parcel "1" and Parcel "2" in Exhibit "A," attached hereto and made a part hereof by reference.

THE GRANTEE and its successors and assigns shall have the right to access and to clear, keep clear and remove from Parcel "1" and Parcel "2" all trees, undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation and/or maintenance of the drainage facilities installed thereon by the Grantee and its assigns. The Grantor, and 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 or within Parcel "1" and Parcel "2" that may interfere with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed on or within Parcel "1" and Parcel "2."

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, hereby further grants, sells and conveys to the Grantee and its successors and assigns, a perpetual non-exclusive easement over and across the lands described and depicted as Parcel "3" in Exhibit "A," attached hereto and made a part hereof by reference, for the purpose of accessing and maintaining the drainage easement over Parcel "1" and Parcel "2." The Grantor shall be permitted to install sod, irrigation, pipes/sprinklers, water mains and other utilities, fire hydrants, lighting, wire/fixtures, landscaping, fencing, driveways, sidewalks, and parking lots within Parcel "3" provided that such improvements do not interfere with

Grantee's reasonable use of Parcel "3" for access to and maintenance of Parcel "1" and Parcel "2." Grantee agrees to repair, replace, reconstruct and maintain such improvements located within Parcel "3" that are disturbed or damaged as a result of Grantee's use of Parcel "1," Parcel "2" or Parcel "3."

THE GRANTEE recognizes and consents that Grantor is not, through the grant of this access easement over Parcel "3," creating or conveying a public right-of-way over, under, upon or through Parcel "3." Further, Grantee recognizes and consents that the access and use of the easement over Parcel "3" shall be limited to Seminole County, its employees, agents and assigns for the express purposes described herein.

THE GRANTOR covenants with the Grantee that the Grantor lawfully owns the land in fee simple; the Grantor has good, right, and lawful authority to sell and convey the easements described herein; the Grantor fully warrants the title to the land and will defend the land against the lawful claims of all persons; the land is free and clear of all liens and encumbrances, except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

The Grantor and Grantee have signed and sealed this Easement on the date written above in the presence of the witnesses signing below:

GRANTOR:

Oviedo Properties Limited Partnership,
A Georgia Limited Partnership

By: Oviedo G.P. Limited Partnership,
A Georgia Limited Partnership,
its General Partner

By: Oviedo Management, Inc.,
A Georgia Corporation,
its General Partner

By: 
George H. Lane, III
President

STATE OF GEORGIA
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 19th day of November, 2003, by George H. Lane, III, as President of Oviedo Management, Inc., a Georgia Corporation, as General Partner of Oviedo G.P. Limited Partnership, a Georgia Limited Partnership, as General Partner of Oviedo Properties Limited Partnership, a Georgia Limited Partnership, who is () personally known to me or () who has produced _____ as identification and who did take an oath.

Carol A. Book
Notary Signature
Print Name: Carol A. Book

Commission 5-03-04
My Commission Expires:



GRANTEE:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE

By: _____
Daryl G. McLain, Chairman

Date: _____

Clerk to the Board of County
Commissioners of Seminole County,
Florida

As authorized for execution by the Board
of County Commissioners at their
_____, 200____,
regular meeting

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

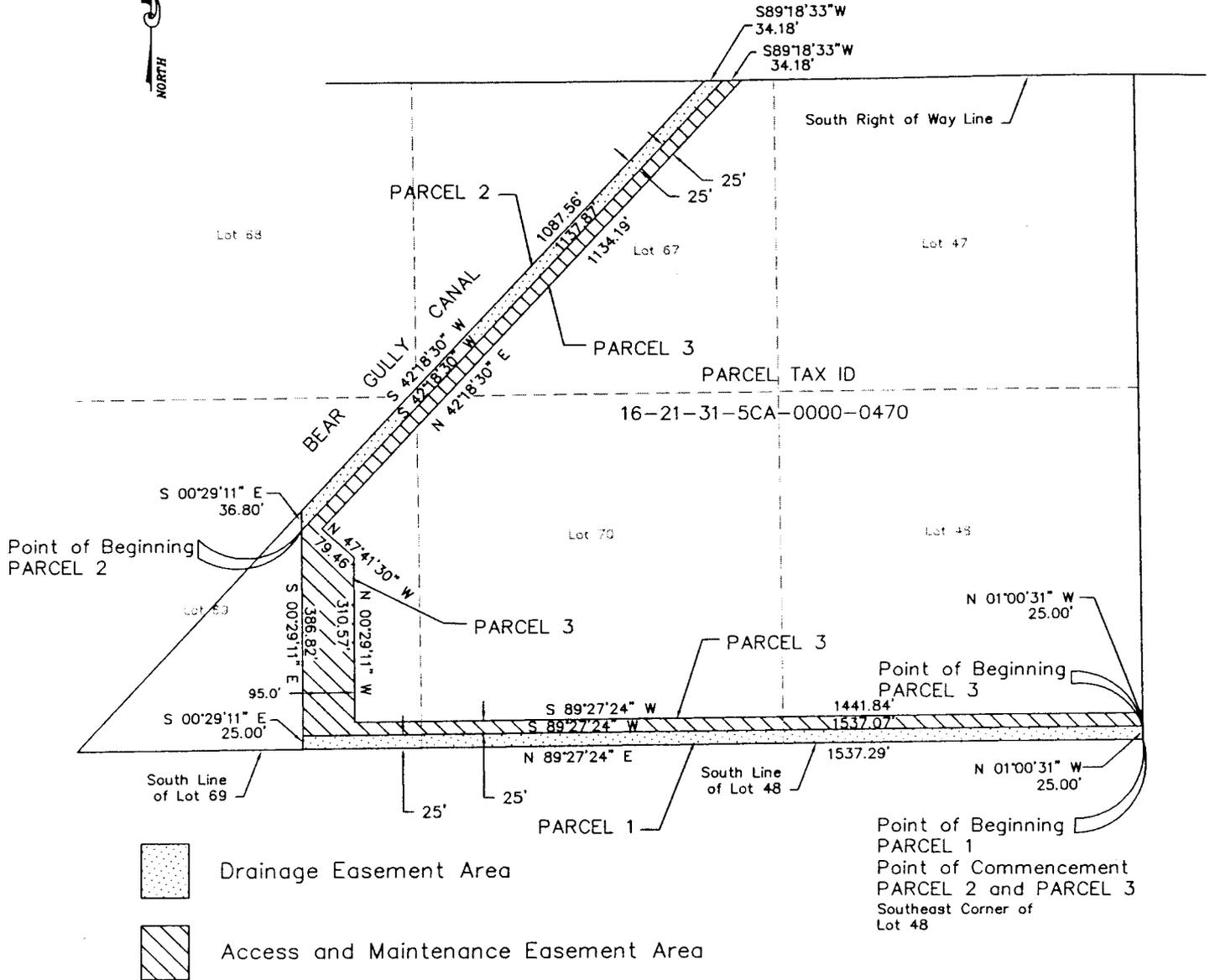
[Signature]
Assistant County Attorney
F:\USERS\WMJ\R\REALTY.DEV\DR\AINEAS 715

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



SLAVIA ROAD (formerly known as RED BUG LAKE ROAD)



Drainage Easement Area



Access and Maintenance Easement Area

EXHIBIT "A"

Sheet 1 of 2 Sheets

FILE NAME: Summer Club Apartments.dwg

SCALE: 1" = 300'

DATE: July 10, 2003

DRAWN BY: MFG

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
3. Basis of bearings: The South Line of Lot 48, Slavia Colony Company's Subdivision as, being N89°27'24"E (assumed)

By:

Michael F. Garcia
Michael F. Garcia P.S.M., Fla. Cert #5904



Seminole County Stormwater Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
(407) 665-5673

LEGAL DESCRIPTION

PARCEL 1 (Drainage Easement)

That part of Lots 47, 48, 67, 68, 69 and 70 of Slavia Colony Company's Subdivision being in Section 20, Township 21 South, Range 31 East as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 48, Thence run N01°00'31"W, a distance of 25.00 feet; Thence run S89°27'24"W, along a line 25 feet North of and parallel with the South line of said Lot 48, a distance of 1537.07 feet; Thence run S00°29'11"E, a distance of 25.00 feet, to a point on the South line of said Lot 69; Thence run N89°27'24"E, a distance of 1537.29 feet to the Point of Beginning.

Containing 0.882 Acres more or less.

PARCEL 2 (Drainage Easement)

That part of Lots 47, 48, 67, 68, 69 and 70 of Slavia Colony Company's Subdivision being in Section 20, Township 21 South, Range 31 East as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 48, Thence run S89°27'24"W, along the South line of said Lot 48, a distance of 1537.29 feet; Thence run N 00°29'11"W, a distance of 411.82 feet, to the Point of Beginning; Thence continue N00°29'11"W, a distance of 36.80 feet; Thence run N42°18'30"E, a distance of 1087.56 feet, to a point on the South Right of Way Line of Slavia Road; Thence run N89°18'33"E, along said South Right of Way Line, a distance of 34.18 feet; Thence run S42°18'30"W, a distance of 1137.87 feet, to the Point of Beginning.

Containing 0.638 Acres more or less.

PARCEL 3 (Access and Maintenance Easement)

That part of Lots 47, 48, 67, 68, 69 and 70 of Slavia Colony Company's Subdivision being in Section 20, Township 21 South, Range 31 East as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 48, Thence run N01°00'31"W, a distance of 25.00 feet to the Point of Beginning; Thence run S89°27'24"W, along a line 25 feet North of and parallel with the South line of said Lot 48, a distance of 1537.07 feet; Thence run N00°29'11"W, a distance of 386.82 feet; Thence run N42°18'30"E, a distance of 1137.87 feet, to a point on the South Right of Way line of Slavia Road; Thence run N89°18'33"E, along said South Right of Way line, a distance of 34.18 feet; Thence run S42°18'30"W, a distance of 1134.19 feet; Thence run S47°41'30"E, a distance of 79.46 feet; Thence run S00°29'11"E, a distance of 310.57 feet; Thence run N89°27'24"E, along a line 50 feet North of and parallel with the South line of said Lot 69, a distance of 1441.84 feet; Thence run S01°00'31"E, a distance of 25.00 feet to the Point of Beginning.

Containing 2.299 Acres more or less.

EXHIBIT "A"

Sheet 2 of 2 Sheets



Seminole County Stormwater Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
(407) 665-5673

FILE NAME: Summer Club Apartments.dwg

DATE: July 10, 2003

SCALE: 1" = 300'

DRAWN BY: MFG

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