

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** First Amendment to Drainage Easement between AmSouth Bank and  
Seminole County

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

**AUTHORIZED BY:** *W. Gary Johnson*      **CONTACT:** *Mark Flormerfelt*      **EXT.** 5710  
*W. Gary Johnson, P.E., Director*      *Mark Flormerfelt, P.E., Manager*  
Public Works Department      Road Operations/Stormwater Div.

Agenda Date 1-27-04    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30       Public Hearing – 7:00

**MOTION / RECOMMENDATION:**

Approve and authorize the Chairman to execute the First Amendment to the Drainage Easement between AmSouth Bank and Seminole County.

**BACKGROUND:**

The easement relates to the construction of an AmSouth Bank located near the southeast corner of US 17/92 and East Lake Mary Boulevard.

The agreement will allow AmSouth to construct a driveway over an existing drainage easement with specific conditions outlined in the easement document.

District 5 - Commissioner McLain

Attachment:    First Amendment to Drainage Agreement  
                          Site Plan (Attachment A)

Reviewed by: *[Signature]*  
Co Atty: \_\_\_\_\_  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: *[Signature]*  
CM: *[Signature]*  
File No. CPWS03

This instrument prepared by:  
Kay K. Bains, Esq.  
WALSTON, WELLS, ANDERSON & BAINS, LLP  
1819 5<sup>th</sup> Avenue North, Suite 1100  
Birmingham, Alabama 35203  
205-244-5200

## FIRST AMENDMENT TO DRAINAGE EASEMENT

THIS FIRST AMENDMENT TO DRAINAGE EASEMENT (this "Amendment") is entered into on or as of this \_\_\_\_ day of December, 2003, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida (the "County"), and **AMSOUTH BANK**, an Alabama state banking corporation ("AmSouth"), as successor in interest to **LAKE MARY BLVD./17-92, LLC**, a Florida limited liability company (Lake Mary LLC).

### Recitals

- A. Lake Mary LLC and the County entered into that certain Drainage Easement dated January 30, 2003, and recorded with the Clerk of Circuit Court of Seminole County, Florida on March 7, 2003 in Book 4737, Page 81 (the "Agreement"). Unless otherwise defined herein, capitalized terms shall have the definitions assigned to them in the Agreement.
- B. Pursuant to that certain Purchase and Sale Agreement between AmSouth and Lake Mary LLC dated March 3, 2003, as amended, AmSouth purchased the parcel of property more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property").
- C. The Agreement grants the County an approximately thirty (30) foot wide drainage easement and right-of-way across the southerly boundary line of the Property. Pursuant to the Agreement, AmSouth is not permitted to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation or maintenance of the utilities, or any utility facilities installed thereon.
- D. AmSouth and the County desire to amend the Agreement to permit AmSouth to make improvements on all or a portion of the right-of-way.

### Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, AmSouth and the County hereby agree as follows:

- 1. Notwithstanding anything to the contrary in the Agreement, the County hereby consents to the installation of improvements by AmSouth,

specifically including, pavement, curbs, landscaping, and irrigation, across the easement area shown on Exhibit B, attached hereto and made a part hereof (the "Easement Area"). All improvements shall be installed at AmSouth's risk.

2. The County may enter upon the Easement Area to perform maintenance work. In exercising its rights hereunder, the County will use its best efforts to provide AmSouth with notice of its planned activities, and to minimize the disruption of the business operated by AmSouth on the Property. However, in no event shall the County be held liable for damages resulting from the County's disruption of AmSouth's business operations. Upon completion of any maintenance work, the County shall fill and rough grade the disturbed area. All other disturbed improvements will be repaired or replaced by AmSouth.
3. AmSouth shall not plant any trees in the Easement Area.
4. AmSouth shall maintain a minimum of twenty-four (24) inches of dirt between the drainage pipes and AmSouth's improvements.
5. This Amendment and the Agreement shall run with the land and be binding upon the respective successors and assigns of the County and AmSouth.

Except as expressly amended hereby, the terms and conditions of the Agreement shall remain in full force and effect.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective duly authorized representatives as of the date set forth above.

Witnesses:

*Donna Rhodes*

Donna Rhodes

[Print Name]

Tina moretz

Tina moretz

[Print Name]

\_\_\_\_\_

[Print Name]

\_\_\_\_\_

[Print Name]

**AMSOUTH BANK**, an Alabama banking corporation

By: *[Signature]*

Name: \_\_\_\_\_

Its: Vice President

~~SEMINOLE COUNTY, a political subdivision of the State of Florida~~

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Its: \_\_\_\_\_~~

*See page 3(a)*

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

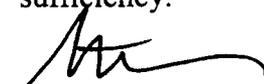
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of Seminole County, Florida

By: \_\_\_\_\_  
Daryl McLain, Chairman  
Board of County Commissioners

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  
\_\_\_\_\_, 2004 regular meeting

  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

STATE OF ALABAMA )  
JEFFERSON COUNTY )

The foregoing instrument was acknowledged before me this 19th day of December, 2003, by Emilio M. Cence, as Vice President and authorized signatory of AmSouth Bank, an Alabama state banking corporation; on behalf of said banking corporation. Such person did take an oath and: (notary must check applicable box):  
 is personally known to me.

\_\_\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_ produced \_\_\_\_\_ as identification.  
(Notary Seal must be affixed)

*LaDonna M. Clay*  
Signature of Notary  
LaDonna M. Clay  
Name of Notary Typed, Printed or Stamped

My Commission Expires: (if not legible on seal): \_\_\_\_\_

My Commission Expires February 18, 2004  
Jefferson County, Alabama

STATE OF FLORIDA )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2003, by \_\_\_\_\_, as \_\_\_\_\_ of Seminole County, a political subdivision of the State of Florida, on behalf of said political subdivision. Such person did take an oath and: (notary must check applicable box):  
\_\_\_\_\_ is personally known to me.

\_\_\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_ produced \_\_\_\_\_ as identification.  
(Notary Seal must be affixed)

\_\_\_\_\_  
Signature of Notary  
\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

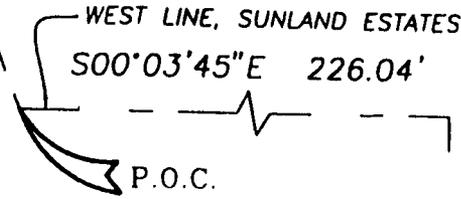
My Commission Expires: (if not legible on seal): \_\_\_\_\_

## **EXHIBIT A**

Lot 2, LAKE MARY BLVD 17-92 COMMERCIAL SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 62, Page(s) 35 through 37, Public Records of Seminole County, Florida.

**EXHIBIT B**

SOUTH R/W LINE  
LAKE MARY BOULEVARD  
(R/W VARIES)

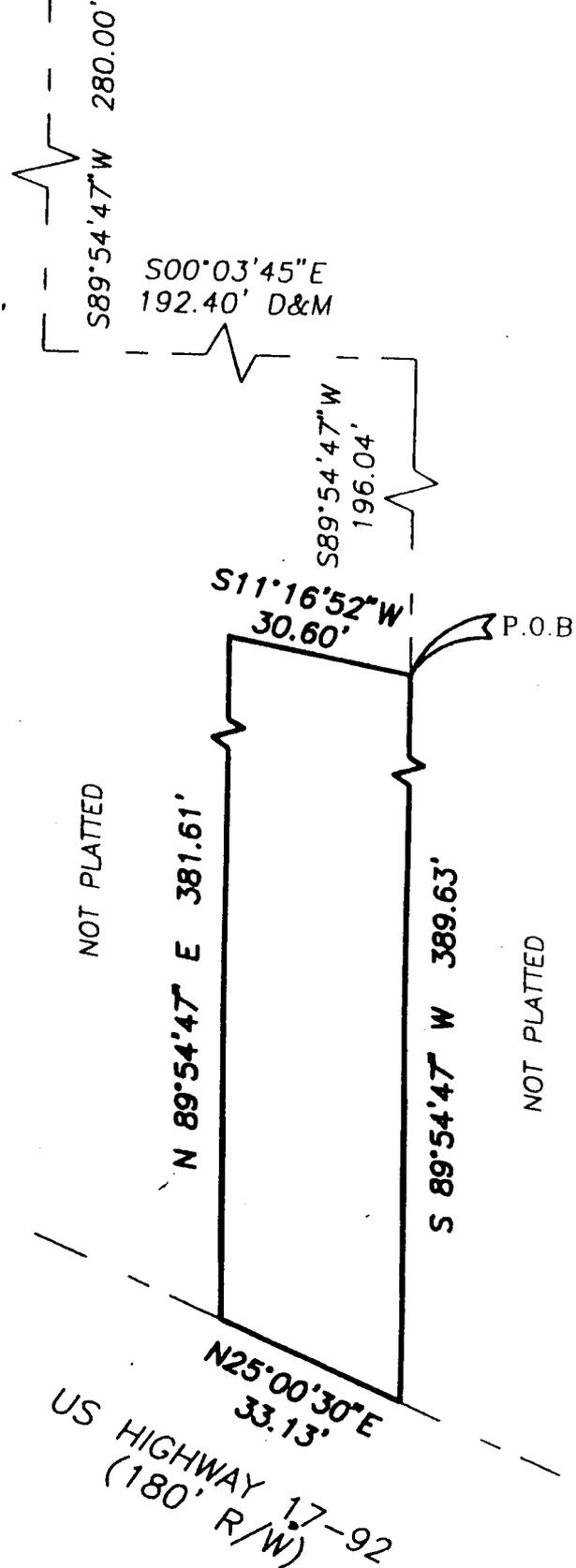


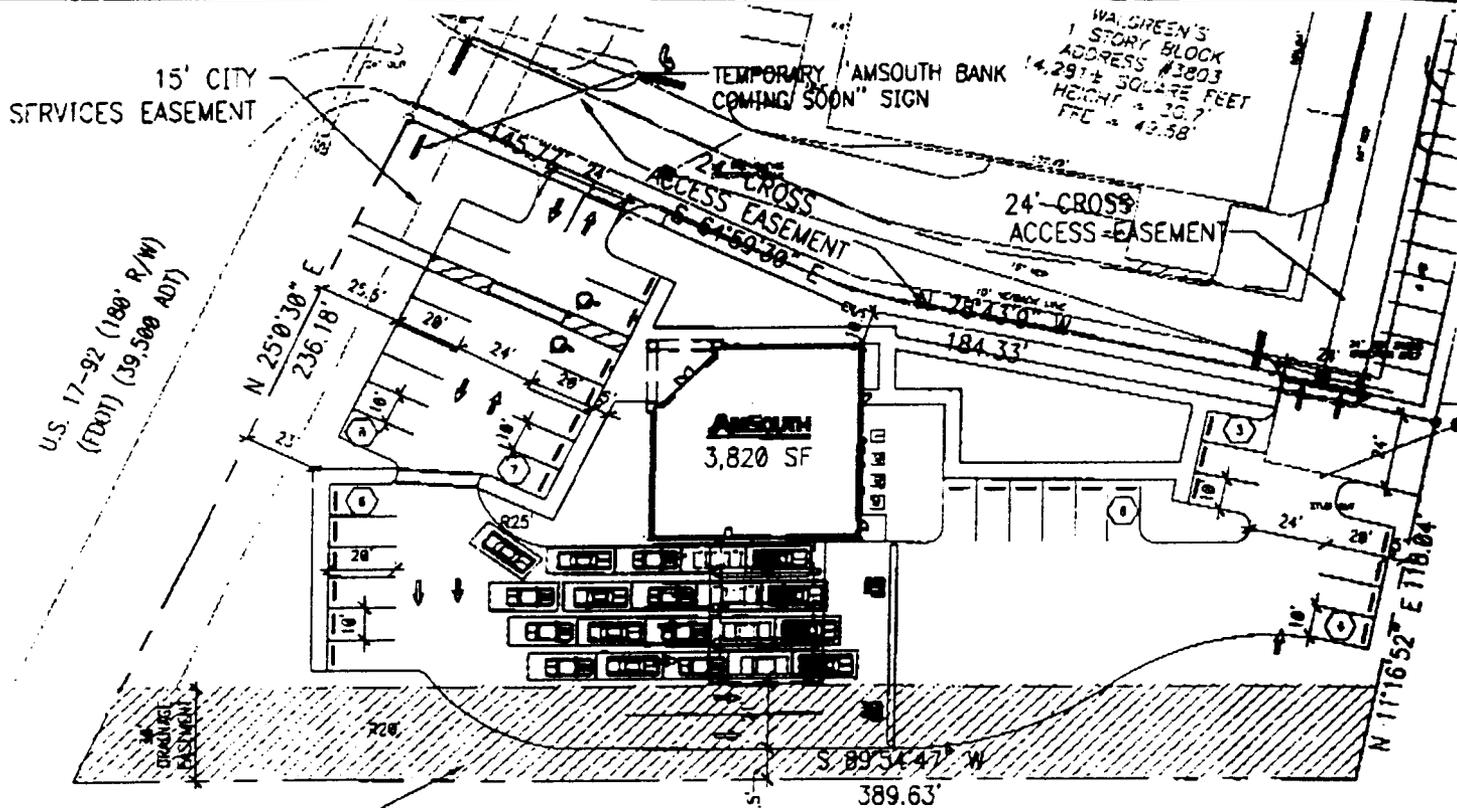
**DESCRIPTION**

A PORTION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EXISTING SOUTH RIGHT-OF-WAY LINE OF LAKE MARY BOULEVARD AS SHOWN ON SEMINOLE COUNTY RIGHT-OF-WAY MAP DATED DECEMBER 1995 AND THE WEST LINE OF SUNLAND ESTATES AS RECORDED IN PLAT BOOK 11, PAGES 16 THROUGH 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S00°03'45"E, ALONG SAID WEST LINE OF SUNLAND ESTATES, A DISTANCE OF 226.04 FEET; THENCE S89°54'47"W A DISTANCE OF 280.00 FEET; THENCE S00°03'45"E A DISTANCE OF 192.40 FEET; THENCE S89°54'47"W A DISTANCE OF 196.04 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°54'47"W A DISTANCE OF 389.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 17-92; THENCE N25°00'30"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 33.13 FEET; THENCE N89°54'47"E A DISTANCE OF 381.61 FEET; THENCE S11°16'52"W A DISTANCE OF 30.60 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,569 SQUARE FEET OR 0.266 ACRES MORE OR LESS.





SITE AREA = 57,716 SF  
 APPROX. PREVIOUS AREA = 25,000 SF  
 PROPOSED PARKING = 31 SPACES



PHASE 1 APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
 PHASE 2 APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_  
 PHASE 3 APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

THIS (CONCEPTUAL/PRELIMINARY) PLAN IS BASED ON THE FOLLOWING:

	Y	N		Y	N
SKETCH FROM BROKER / OWNER	---	-X-	PRELIMINARY LOCAL CODE INFORMATION	-X-	---
BOUNDARY SURVEY	-X-	---	THOROUGH LOCAL CODE INFORMATION	---	-X-
TOPOGRAPHIC SURVEY	---	-X-	CC&Rs / DEVELOPMENT STANDARDS	---	-X-
TREE SURVEY	---	-X-	PUD ORDINANCE	---	-X-
OTHER (PRELIMINARY MASTER PLAN FROM DEVELOPER)	-X-	---	OTHER	---	-X-

THIS PLAN IS SUBJECT TO CHANGE AS MORE INFORMATION BECOMES AVAILABLE. THE SITE PLAN WILL BE FINALIZED WHEN ALL DATA IS COLLECTED AND ANALYZED, AND INCORPORATED INTO THE CONSTRUCTION DOCUMENTS. THE FINAL SITE PLAN WILL ULTIMATELY BE SUBJECT TO APPROVAL BY ALL APPROPRIATE JURISDICTIONAL AUTHORITIES.

**INTERPLAN** ARCHITECTURE / ENGINEERING  
 INTERIOR DESIGN  
 PROJECT MANAGEMENT

933 LEE ROAD, FIRST FLOOR  
 ORLANDO, FLORIDA 32810  
 PH 407 466-8000  
 FX 407 469-9124

AA 02840 CA 0640

**AmSouth Bank BR.FL.C.DN.4**

US HWY 17-92 & Lake Mary Blvd.  
 Sanford, Florida

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 FOR WHICH THE USER ASSUMES ALL RESPONSIBILITY.  
 PROJECT NO: 2002.077  
 DATE: 04-22-03

**CP9**

CHECKED:

Attachment A

407-665-5789

665-5669