

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RESOLUTION – TEMPORARY CONSTRUCTION EASEMENT

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. EXT. 5651
W. Gary Johnson, P.E., Director

Agenda Date <u>03/22/05</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 and authorize the Chairman to execute the attached resolution accepting a temporary construction easement for the installation of a sidewalk along a portion of North Street.

District 4 – Commissioner Henley (Jerry McCollum, P.E.)

BACKGROUND:

The construction of the North Street Sidewalk project (see attached location map) will require an easement not currently owned by Seminole County. The property owner (Nelson Plastic, Inc.) has indicated their willingness to donate the necessary easement as evidenced by the executed Temporary Construction Easement.

Attachments: Location Map / Resolution / Temporary Construction Easement

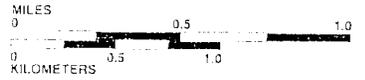
Reviewed by:	<u>SH</u>
Co Atty:	<u>SH</u>
DFS:	_____
Other:	_____
DCM:	<u>JI</u>
CM:	<u>KS</u>
File No.	<u>CPWE02</u>

10	11	12
20	21	22
30	31	32

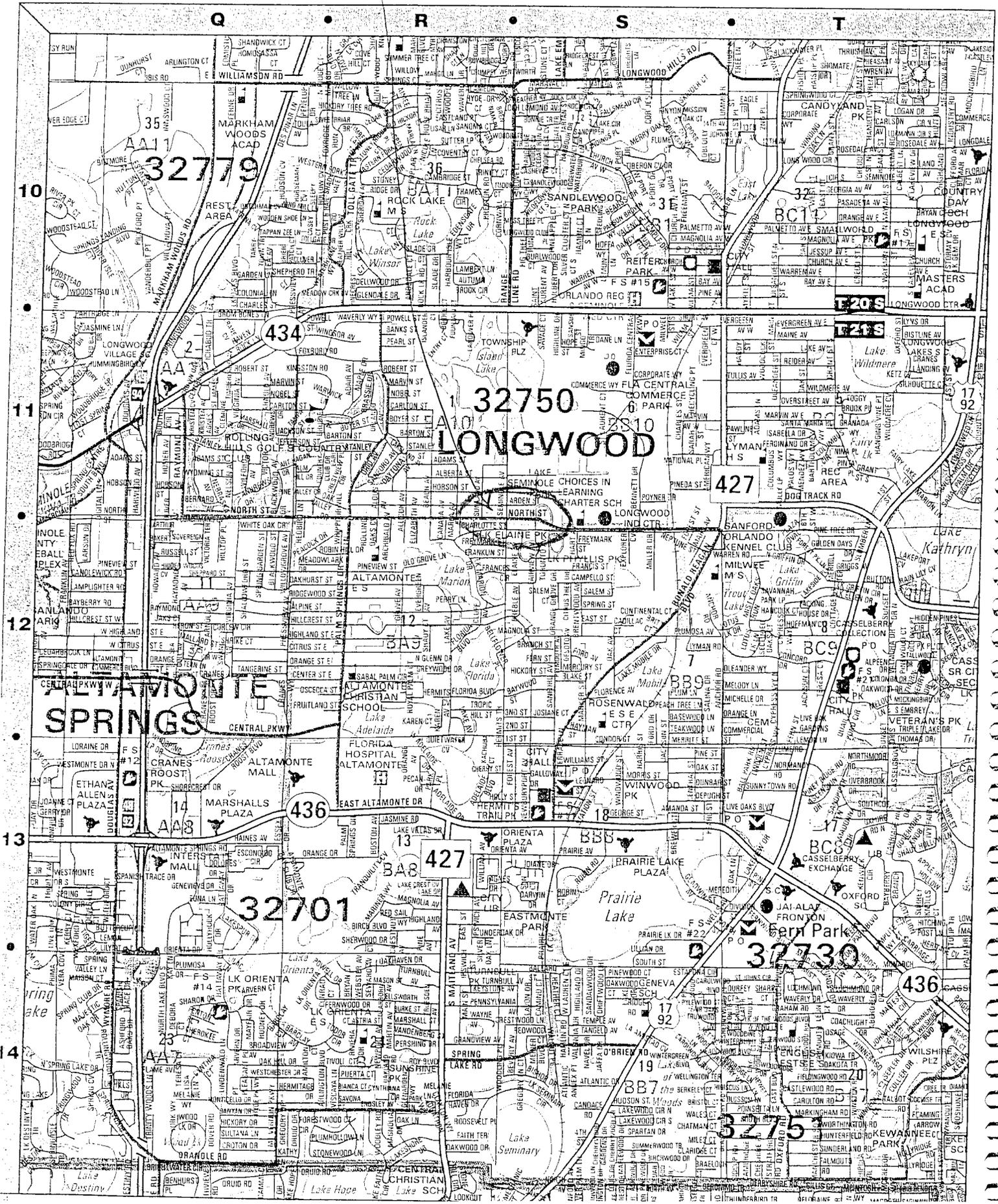


* Project

MAP 21



Q R S T



35
AA1
32779

36
32750
LONGWOOD

ALTA MONTE
SPRINGS

32701

32730

32751

434

436

427

427

1792

436

221 S

221 S

BC90

BC8

BB7

RESOLUTION NO. 2005-R-_____

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE _____ DAY OF _____ A.D., 2005.**

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for protection of pedestrians along a portion of North Street located in Sections 1 and 12, Township 21 South, Range 29 East, in Seminole County, Florida; and

WHEREAS, the protection of pedestrians will require easements that are not currently owned by the County of Seminole; and

WHEREAS, Nelson Plastics Inc., A Florida Corporation has indicated their willingness to donate to Seminole County the required Temporary Construction Easement as evidenced by the executed Temporary Construction Easement accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Temporary Construction Easement conveying to Seminole County the land described therein; and

BE IT FURTHER RESOLVED that the aforementioned Temporary Construction Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____ A.D., 2005.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Carlton Henley, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
02-24-2005

Document Prepared By:
Warren Lewis, Senior Coordinator
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 22 day of February, 2007 between NELSON PLASTICS INC., A Florida Corporation, whose address is 578 North Street, Longwood, Florida, 32750, hereinafter called the GRANTOR, and 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A"

Property Appraiser's Parent Parcel Identification No:
01-21-29-5CK-750G-0020

for the purpose of tying in and harmonizing said property thereon with the construction to be undertaken by the GRANTEE on North Street (A/K/A Charlotte Street), and for the purposes of utilizing said property for all other purposes that the GRANTEE deems or subsequently deem necessary or desirable during the course of the road construction project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this transportation project, but no later than ONE (1) year from the beginning of construction of the project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

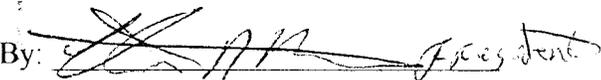
IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

The grantee agrees that all grade and slope changes made will not affect the stability of brick columns on property in any way. The grantee agrees that all drainage will be restored to original or better than original condition prior to his work.

Signed, Sealed & Delivered
In the presence of:

NELSON PLASTICS, INC., A Florida
Corporation

(Sign): Brigitte Dunson
Print Name: Brigitte Dunson

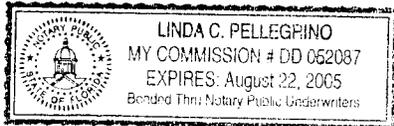
By:  President
Richard N. Bradford, President

(Sign): 
Print Name: Alice Perkins

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

I HEREBY CERTIFY, that on this 22 day of February, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard N. Bradford, President of NELSON PLASTICS, INC., A Florida Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and did/did not take an oath.



Linda Pellegrino

Print Name: Linda Pellegrino

Notary Public in and for the County
and State Aforementioned

My commission expires: August 22, 2005

EXHIBIT "A"

LEGAL DESCRIPTION:

The South 10 feet of the East 82 feet of the following described parcel:

The West 155 feet of the South 195 feet of Lot G, Replat of Tract 75, Sanlando Springs, according to the plat thereof as recorded in Plat Book 7, Page 2, Public Records of Seminole County, Florida, together with the East ½ of vacated street adjacent on the West, as described in Official Records Book 3637, Page 1827.

SKETCH OF DESCRIPTION:

