

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Easement Agreement with the Florida Department of Environmental Protection, Division of State Lands. Easement over proposed improvements within the Wekiva Springs State Park.

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

**AUTHORIZED BY:** W. Gary Johnson 3/13      **CONTACT:** M. E. Flomerfelt 2/24/03      **EXT.** 5710  
W. Gary Johnson, P.E.      Mark E. Flomerfelt, P.E.  
Director      Mgr., Road Operations & Stormwater

**Agenda Date** 3/25/03    **Regular**     **Consent**     **Work Session**     **Briefing**   
**Public Hearing – 1:30**       **Public Hearing – 7:00**

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the easement from the Florida Department of Environmental Protection to Seminole County over the proposed water quality and erosion control improvements to be located within the Wekiva Springs State Park.

**BACKGROUND:**

Project involves providing water quality treatment and erosion protection for stormwater runoff from a one mile section of Wekiva Springs Road which currently discharges through the Wekiva Springs State Park to the Wekiva River. The current discharge is causing soil erosion through the park and sediment deposition into the Wekiva River.

This project is a joint effort with the SJRWMD with the County providing design and permitting and the District providing funding for construction. The project is designed and permitted. Construction will commence upon receipt of the executed easement agreement.

Attachment: Easement Document

Reviewed by: \_\_\_\_\_  
Co Atty: SK  
DFS: \_\_\_\_\_  
Other: \_\_\_\_\_  
DCM: MB  
CM: JK  
  
File No. CPWS02

OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT  
SEMINOLE COUNTY

Easement Number 40105

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF  
THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section  
253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and SEMINOLE  
COUNTY, FLORIDA, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real  
property, which is managed by the Florida Department of Environmental  
Protection, Division of Recreation and Parks under Lease Number 2386; and

WHEREAS, GRANTEE desires an easement across the hereinafter described  
real property for an erosion control project including a retention pond; and

WHEREAS, the managing agency has agreed to the proposed use of this land  
under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and  
agreements hereinafter contained, has granted, and by these presents does  
grant, a non-exclusive easement unto GRANTEE over and across the following  
described real property in Seminole County, Florida, to-wit

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations  
herein shall be exercised by the Division of State Lands, Department of  
Environmental Protection.
2. TERM: The term of this easement shall be for a period of fifty years  
commencing on \_\_\_\_\_ and ending on \_\_\_\_\_  
unless sooner terminated pursuant to the provisions of this easement.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the  
installation and maintenance of an erosion control project that includes a  
retention pond upon and across the property described in Exhibit "A" during  
the term of this easement. This easement shall be non-exclusive. GRANTOR,  
retains the right to engage in any activities on, over, across or below the  
easement area which do not unreasonably interfere with GRANTEE'S exercise of  
this easement and further retains the right to grant compatible uses to third  
parties during the term of this easement

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7 LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10 PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. SPECIAL CONDITIONS: The following spec.

this easement.

(a) GRANTEE agrees to access the facility during normal

In the event it become necessary for the GRANTEE to access  
facility outside normal business hours, GRANTEE shall communicate  
such need to the Wekiva River Park Manager and obtain  
approval.

(b) GRANTEE shall coordinate with and obtain approval of the  
River Park Manager before undertaking any construction  
or repair activity in the easement premises. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this easement to  
be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

By: \_\_\_\_\_ (SEAL)  
GLORIA C. NELSON, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF  
STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: \_\_\_\_\_  
DEP Attorney

SEMINOLE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

(OFFICIAL SEAL)

\_\_\_\_\_  
Print/Type Witness Name

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

"GRANTEE"

STATE OF

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_, respectively, on behalf of the Board of County Commissioners of Seminole County, Florida. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number

Commission Expires:



**DESCRIPTION**

Part of Section 31, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:


Commence at the northeast corner of Lot 4, Sweetwater Club Unit-3 as recorded in Plat Book 25, Pages 14 and 15 of the Public Records of Seminole County, Florida; said point being a point on the arc of a non-tangent curve concave southwesterly and the southerly Right of Way line of Wekiva Springs Road, a 100 foot right of way as shown on said plat; having a radius of 1376.64 feet, a central angle of 03°14'24" and a chord of 77.83 feet, that bears North 71°56'15" West; thence northwesterly along the arc of said curve and Southerly Right of Way line 77.84 feet to a point of intersection with a line bearing North 00°00'00" East; thence North 00°00'00" East along said line 103.96 feet to a point on the Northerly Right of Way line of said Wekiva Springs Road for a POINT OF BEGINNING; thence continue North 00°00'00" East, 321.36 feet; thence North 90°00'00" East 300.00 feet; thence South 00°00'00" West, 429.22 feet to a point on said northerly Right of Way line; thence North 68°50'11" West along said Right of Way line 167.87 feet to a point of curvature of a curve concave southwesterly, having a radius of 1476.64 feet, a central angle of 05°51'47" and a chord of 151.04 feet, that bears North 71°46'04" West; thence along the arc of said curve 151.10 feet to the Point of Beginning.

Containing 2.57 acres, more or less.

**SURVEYORS NOTES:**

1. Bearings shown hereon are based on the Northerly Right of Way line of Wekiva Springs Road being N 68°50'11"W.

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH

<p align="center"><b>Description</b></p>	<p>Date: July 22, 2002 MR</p>	<p>CERT. NO. LB2108 46123004</p>
<p align="center">FOR  Seminole County</p>	<p>Job No.: 46123004      Scale: 1" = 80'</p> <p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b></p>	 <p>SOUTHEASTERN SURVEYING &amp; MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751 (407)647-8898 fax(407)647-1667 email info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>

# SKETCH OF DESCRIPTION

NOT PLATTED

N 90°00'00" E 300.00'

NOT PLATTED

N 00°00'00" E 321.36'

NOT PLATTED

NOT PLATTED

S 00°00'00" W 429.22'

POINT OF BEGINNING

R=1476.64 L=151.10'  
 $\Delta$ =5°51'47"  
 CB=N71°46'04"W  
 CHORD=151.04'

N 00°00'00" E  
 103.95'

P.C. NORTHERLY R/W LINE  
 N 68°50'11" W 167.87'

WEKIVA SPRINGS ROAD  
 100' RIGHT-OF-WAY

R=1376.64 L=77.84'  
 $\Delta$ =3°14'24"  
 CB=N71°56'15"W  
 CHORD=77.83'

LOT 4

SOUTHERLY R/W LINE

POINT OF COMMENCEMENT  
 NORTHEAST CORNER LOT 4

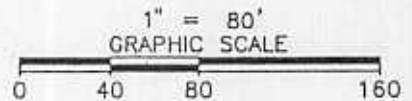
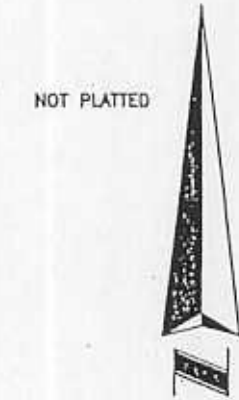
LOT 11

SWEETWATER CLUB UNIT-3  
 PLAT BOOK 25, PAGES 14 & 15

**ABBREVIATIONS:**

- R/W = RIGHT OF WAY
- L = LENGTH OF CURVE
- R = RADIUS
- $\Delta$  = CENTRAL ANGLE
- CB = CHORD BEARING
- P.C. = POINT OF CURVATURE

Drawing No. 46123004  
 Date: July 22, 2002 MR  
 Sheet 2 of 2  
 See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.  
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