

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Drainage Conservation Easement Agreement

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

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

Agenda Date 4/8/03 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:
Approve acceptance of the Drainage Conservation Easement Agreement from Kevin J. Spolski; and authorize Chairman to execute Agreement.

BACKGROUND:

The Navy Canal Regional Stormwater Facility is a joint project between Seminole County and St. Johns River Water Management District that addresses water quality improvements to Lake Jesup. Initially there were 15 property owners targeted within the project area to discuss possible acquisition of land needed for the project. Mr. Spolski's offer to donate an easement has provided substantial savings to this project.

The enclosed agreement reflects a Drainage Conservation Easement donated to the County by Kevin J. Spolski, over a portion of property located off S. Sipes Avenue, Sanford, Florida, (Parcel Tax I.D. #17-20-31-300-0010-0000) for the Navy Canal Regional Stormwater Facility Project.

District 5 – Commissioner McLain

Attachment: Drainage Conservation Easement

Reviewed by: _____
Co Atty: SP
DFS: _____
Other: _____
DCM: ML
CM: KL

File No. CPWS01

DRAINAGE CONSERVATION EASEMENT

Parcel Tax I.D. # 17-20-31-300-0010-0000

THIS DRAINAGE CONSERVATION EASEMENT signed and given on 19TH day of FEBRUARY, 2003, by the GRANTOR, who is: Kevin J. Spolski, and the Grantor's address is: P.O. Box 950426, Lake Mary, Florida 32795, to the Grantee, who is: 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 assigns, a perpetual and exclusive easement for drainage conservation and access, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a water quality stormwater management system consisting of pipes, ditches, detention, and percolation or any combination thereof, over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

AS DESCRIBED IN THE ATTACHED EXHIBIT "A" AND EXHIBIT "B".

TO HAVE AND TO HOLD, said exclusive easement unto said Grantee and its assigns forever.

THE GRANTOR conveys this drainage conversation easement, described as PARCEL 2 in attached EXHIBIT "A", for the purpose of the creation and preservation of a water quality stormwater management system. The Grantee and its assigns shall have the right to access to and to clear, keep clear and remove from said easement all obstructions, including structures that may interfere with the location, operation and/or maintenance of the water quality stormwater management system 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 said easement that do not enhance or that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon.

THE GRANTOR reserves unto itself, all rights accruing from the ownership of the property, including the right to engage in or to permit or invite others to engage in all uses of the property, that are not expressly prohibited herein and are not inconsistent with the purpose of this drainage conservation easement and do not interfere with the intended use and operation of the water quality stormwater management system described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the Grantor recognizes and consents to the right of the Grantee or its assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the Grantor if the fence or other structure is deemed to impede the purpose or utility of the drainage conservation easement.

THE GRANTOR grants and conveys to the Grantee and its successors and assigns, an exclusive access easement for the purpose of primary access to and from the drainage conservation easement heretofore described as PARCEL 2 in EXHIBIT "A", over, under, upon and through those lands described as PARCEL 1 in EXHIBIT "A" attached hereto and incorporated herein by this reference and secondary emergency access to and from the drainage conservation easement heretofore described as PARCEL 2 in EXHIBIT "A", over, upon and through those lands described in EXHIBIT "B" attached hereto and incorporated herein by this reference. In the event that the Grantee utilizes access over PARCEL 2 in Exhibit "A" and causes any damage to any improvements owned by the Grantor, the Grantee shall repair or replace said improvements to their condition just prior to the damage.

THE GRANTEE recognizes and consents that it is not the intention of the Grantor, through the dedication and grant of this easement, to create or convey a public right-of-way and/or a public recreational area. Further, that the access and use of this easement shall be limited to Seminole County, its employees, agents and assigns for the expressed purposes described herein. The Grantor agrees that within the easement areas described in EXHIBIT "A" attached hereto, the Grantee shall be permitted, in a reasonable manner and at reasonable times, to enter upon, inspect and maintain as may be necessary the stormwater management system described herein.

THE GRANTOR shall assume all liability for any injury or damage to the Grantor or the person or property of the Grantor's invitees which may occur within the Drainage Conservation Easement described herein, arising from the Grantor's use, enjoyment and ownership of the property. Neither the Grantor, nor any persons or entity claiming by or through the Grantor, shall hold the Grantee liable for any damage or injury to person or property which may occur within the Drainage Conservation Easement described herein. The Grantee shall assume all liability for any injury or damage to the Grantee or property of the Grantee or the Grantee's agents or assigns or property, which may occur within the Drainage Conservation Easement described herein, arising from the Grantee's use, operation or maintenance of the Drainage Conservation Easement. Neither the Grantee, nor any of its agents or assigns, shall hold the Grantor liable for any damage or injury to person or property which may occur within the Drainage Conservation Easement described herein.

The Grantor contracts 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 easement and right-of-way; the Grantor fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; and further agrees to provide further assurances as to title to the property.

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

WITNESSES:

Christine D. Willis

Print Name: CHRISTINE D. WILLIS

Michael F. Garcia

Print Name: MICHAEL F. GARCIA

GRANTOR:

Kevin J. Spolski

Kevin J. Spolski
S.S.# 263.13.3697

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 19th day of February, 2003, by Kevin J. Spolski, who is (X) personally known to me or () who has produced N/A as identification and who did take an oath.

CHRISTINE D. WILLIS
Notary Public, State of Florida
My comm. exp. Sept. 2, 2005
Comm. No. DD 048885

Christine D. Willis

Notary Signature
Print Name: CHRISTINE D. WILLIS

Commission # DD 048885
My Commission Expires:

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

ATTEST:

MARYANNE MORSE

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

By: _____
Daryl G. McLain, Chairman

Date: _____

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.

Assistant County Attorney

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT made this 10th day of March, 2003, by and between ABN AMRO Mortgage Group, Inc., whose address is 2600 West Big Beaver Road, Troy, MI 48084, hereinafter called "Mortgagee" and Seminole County, a political subdivision of the State of Florida, hereinafter called "County".

WITNESSETH

WHEREAS, Mortgagee is the holder of a certain mortgage dated the 1st day of July, 2002, and recorded in the office of the Clerk of the Circuit Court in and for the County of Seminole, State of Florida, in Official Records Book 4455, Page 0832,

AND WHEREAS, a portion of the lands encumbered by said mortgage are required by the County for drainage conservation purposes:

NOW THEREFORE, MORTGAGEE in consideration of the sum of TEN AND NO/100 DOLLARS, and other valuable considerations, paid, the receipt of which is hereby acknowledged, Mortgagee does hereby subordinate the lien of said mortgage to the property rights of the County insofar as said mortgage affects the following described property:

See attached Exhibit "A" and Exhibit "B"

IN WITNESS WHEREOF, the said MORTGAGEE has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 10th day of March, 2003.

Signed, Sealed & Delivered in the Presence of:

ABN AMRO Mortgage Group, Inc.

(Sign)

Print Name:

By: Beverly J. Missig
Print Name: Assistant Vice President
Beverly J. Missig

(Sign)

Print Name:

Attested by:
Print Name: Patrick Hayner
Patrick Hayner



Print Name: Renee Leonard
Renee Leonard

(CORPORATE SEAL)

STATE OF MICHIGAN

SS

COUNTY OF OAKLAND)

I HEREBY CERTIFY, that on this 10th day of March, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Beverly J. Missig / A.V.P., of ABN AMRO Mortgage Group, Inc., on behalf of the corporation. He/she is personally known to me or has produced herself as identification and did/did not take an oath.

Monica L. Davis

Print Name Monica L. Davis

Notary Public in and for the County and State Aforementioned

Acting in Oakland County, MI

My commission expires: June 5, 2005

DESCRIPTION: PARCEL 1

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 89°42'52" EAST 25.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'10" EAST 50.00 FEET; THENCE NORTH 89°42'52" EAST 267.80 FEET ALONG A LINE 50.00 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°18'04" EAST 25.00 FEET; THENCE SOUTH 89°42'52" WEST 292.76 FEET ALONG A LINE 75.00 FEET, SOUTH OF AND PARALLEL WITH AFORESAID NORTH LINE TO A POINT ON THE EASTERLY LINE OF A 10.00 FOOT RIGHT OF WAY AS SHOWN ON PALMER'S SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY, NORTH 00°23'10" WEST 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES, MORE OF LESS.

DESCRIPTION: PARCEL 2

A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

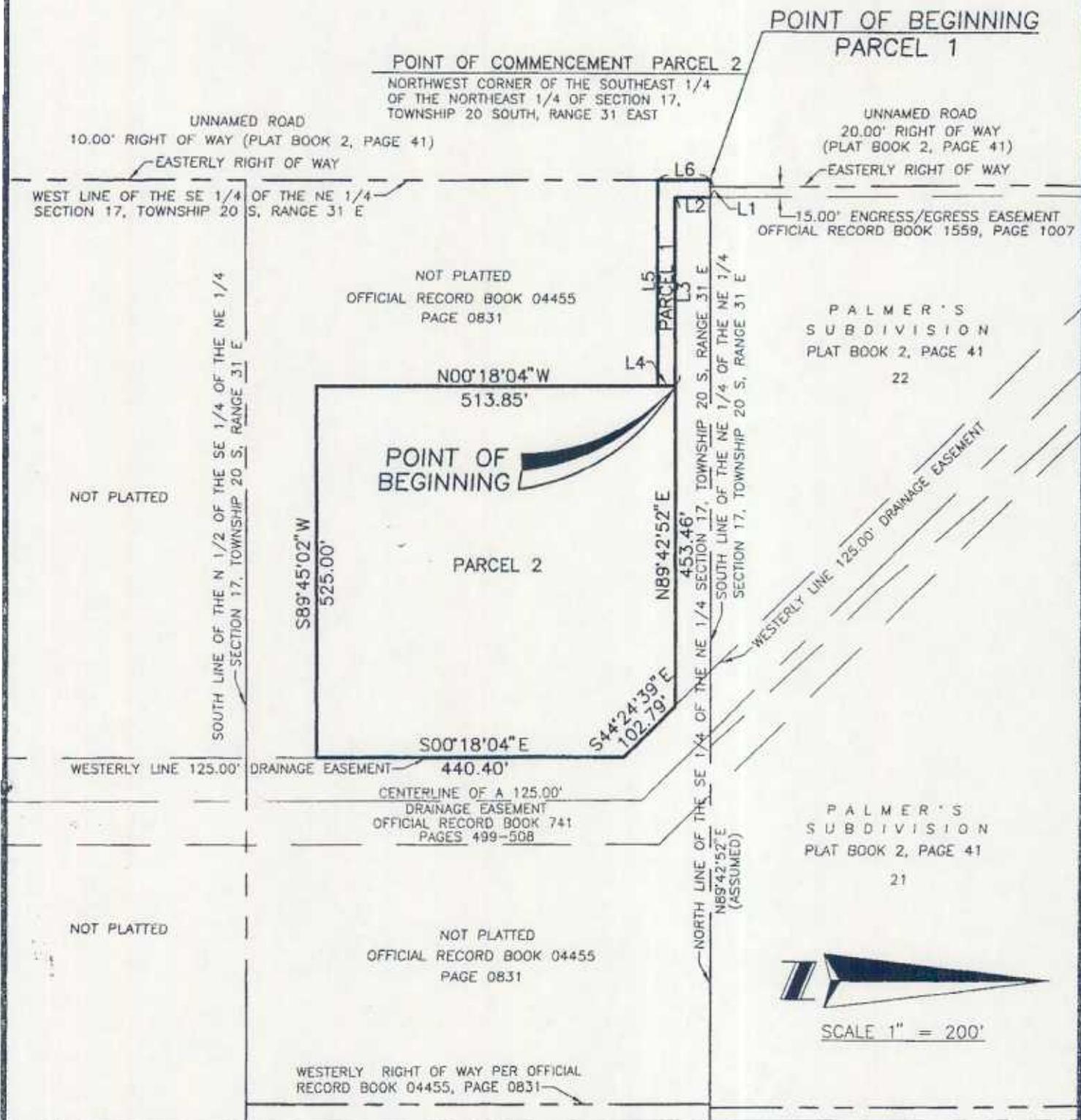
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE NORTH 89°42'52" EAST 25.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'10" EAST 50.00 FEET; THENCE NORTH 89°42'52" EAST 267.80 FEET ALONG A LINE 50.00 FEET, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°42'52" EAST ALONG SAID PARALLEL LINE 453.46 FEET TO A POINT ON THE WESTERLY LINE OF A 125.00 FOOT DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 741, PAGES 499 THROUGH 508 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO(2) COURSES SOUTH 44°24'39" EAST 102.79 FEET; THENCE SOUTH 00°18'04" EAST 440.40 FEET; THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°45'02" WEST 525.00 FEET; THENCE NORTH 00°18'04" WEST 513.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.13 ACRES, MORE OF LESS.

BEARING SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST BEING NORTH 89°42'52" EAST.(ASSUMED)

<p>Legal Description</p> <p>FOR</p> <p>Seminole County, Florida</p>	Date: 12/23/2003 S.S.		<p>47663</p>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 GERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	Job No.: 47663006	Scale: 1" = 200'	
	<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p> <p style="text-align: center;">EXHIBIT A</p>		

SKETCH OF DESCRIPTION



SIPES AVENUE

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N89°42'52"E
L2	50.00'	S00°23'10"E
L3	267.80'	N89°42'52"E
L4	25.00'	S00°18'04"E
L5	292.76'	S89°42'52"W
L6	75.00'	N00°23'10"W



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407) 647-8898 fax: (407) 647-1667

e-mail: info@southeasternsurveying.com Cert. No. LB2108

Drawing No. 47663007
Job No. 47663
Date: 01/23/2003
Sheet 2 of 2
See Sheet 1 for Legal Description

DESCRIPTION:

A PARCEL OF LAND BEING A 25.00-FOOT-WIDE EASEMENT LYING WITHIN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA, SAID EASEMENT LYING 12.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 89°42'52" WEST 25.00 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17, TO A POINT ON THE WESTERLY RIGHT OF WAY OF SIPES AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 04455, PAGE 0831 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 00°18'04" EAST 257.93 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FIVE(5) COURSES BEING ALONG SAID CENTERLINE NORTH 87°51'28" WEST 25.25 FEET; THENCE NORTH 82°36'23" WEST 69.38 FEET; THENCE NORTH 71°39'26" WEST 80.41 FEET; THENCE NORTH 66°19'09" WEST 163.54 FEET; THENCE SOUTH 84°45'05" WEST 43.06 FEET TO A POINT ON THE EAST LINE OF A 125.00 FOOT DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 741, PAGES 499 THROUGH 508 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA SAID POINT ALSO BEING THE POINT OF TERMINUS, THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED AT THE EAST LINE OF SAID 125.00 FOOT DRAINAGE EASEMENT.

BEARING SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST BEING SOUTH 89°42'52" WEST.(ASSUMED)

<p>Legal Description</p>	<p>Date: 01/23/2003 S.S.</p>		<p>47663</p>
<p>FOR</p> <p>Seminole County, Florida</p>	<p>Job No.: 47663004</p>	<p>Scale: 1" = 100'</p>	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i></p> <p>GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p>		
	<p>EXHIBIT B</p>		

SKETCH OF DESCRIPTION

PALMER'S SUBDIVISION

PLAT BOOK 2, PAGE 41

22

21

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF THE
 SOUTHEAST 1/4 OF THE
 NORTHEAST 1/4 OF SECTION
 17, TOWNSHIP 20 SOUTH,
 RANGE 31 EAST

20.00' RIGHT OF WAY
 (PLAT BOOK 2, PAGE 41)

(ASSUMED)
 SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 SECTION 17, TOWNSHIP 20 S, RANGE 31 E N89°42'52"E
 NORTH LINE OF THE SE 1/4 OF THE NE 1/4 SECTION 17, TOWNSHIP 20 S, RANGE 31 E

NOT PLATTED
 OFFICIAL RECORD BOOK 04455
 PAGE 0831



SCALE 1"=100'

POINT OF TERMINUS

POINT OF BEGINNING

WEST LINE OF THE 125.00' DRAINAGE EASEMENT

CENTERLINE OF A 125.00' DRAINAGE EASEMENT

OFFICIAL RECORD BOOK 741
 PAGES 499-508

EAST LINE OF THE 125.00' DRAINAGE EASEMENT

NOT PLATTED
 OFFICIAL RECORD BOOK 04455
 PAGE 0831

WESTERLY RIGHT OF WAY PER OFFICIAL
 RECORD BOOK 04455, PAGE 0831

S00°18'04"E
 257.93'

SIPES AVENUE

EAST LINE OF THE SE 1/4 OF THE NE 1/4 SECTION 17, TOWNSHIP 20 S, RANGE 31 E

SOUTH LINE OF THE N 1/2 OF THE SE 1/4 OF THE NE 1/4 SECTION 17, TOWNSHIP 20 S, RANGE 31 E

LINE TABLE

LINE	LENGTH	BEARING
L1	25.00'	S89°42'52"W
L2	25.25'	N87°51'28"W
L3	69.38'	N82°36'23"W
L4	80.41'	N71°39'26"W
L5	163.54'	N66°19'09"W
L6	43.06'	S84°45'05"W



SOUTHEASTERN SURVEYING & MAPPING CORP.
 324 North Orlando Avenue
 Maitland, Florida 32751-4702
 (407) 647-8898 fax: (407) 647-1667

Drawing No. 47663005
 Job No. 47663
 Date: 01/23/2003
 Sheet 2 of 2
 See Sheet 1 for Legal Description

e-mail: info@southeasternsurveying.com Cert. No. LB2108