

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Corrected Utility Easement/Lift Station Agreement from Seminole County School Board to Seminole County for the ASR Well at Wilson Elementary School Site

DEPARTMENT: Environmental Services **DIVISION:** Planning, Engineering & Inspections

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 2117
John Cirello, Director Hugh Sipes, Sr. Engineer

Agenda Date <u>4/11/06</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 Second Corrected Utility Easement/Lift Station Agreement between Seminole County and the Seminole County School Board.

BACKGROUND:

On May 27, 2003 the Board of County Commissioners approved a Utility Easement/Lift Station Agreement between Seminole County and Seminole County School Board for a well and pipeline site at Wilson Elementary School on Orange Blvd. The first corrected easement for realigning the pipeline to the well site was approved by the BCC on January 25, 2005. This second corrected easement is required to accommodate the relocation of the proposed aquifer storage and recovery (ASR) well within the easement and adjustment of the easement dimensions at the well site. The proposed ASR well was required to be relocated by the Florida Department of Environmental Protection.

Reviewed by: <u>3.20.06</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: _____
CM: <u>[Signature]</u>
File No. <u>CESP01</u>

SECOND CORRECTED UTILITY EASEMENT / LIFT STATION AGREEMENT

THIS SECOND CORRECTED UTILITY EASEMENT / LIFT STATION AGREEMENT is made and entered into this 7th day of March, 2006, by and between **SEMINOLE COUNTY SCHOOL BOARD**, a Florida corporation existing under the laws of the State of Florida, 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127, hereinafter referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE", and replaces and supersedes those certain utility easements hereinafter described as the Corrected Utility Easement/Lift Station Easement executed December 14, 2004, and recorded June 25, 2005, in Book 5628, Pages 1 through 6, inclusive, Official Records, Seminole County, Florida, and the Utility Easement Lift Station Agreement executed April 8, 2003, and recorded on June 6, 2003, in Book 4855, Pages 1 through 5, inclusive, Official Records, Seminole County, Florida, which both shall be and become null and void and be deemed vacated upon recordation of this Second Corrected Utility Easement/Lift Station Agreement in the Official Records of Seminole County, Florida.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a non-exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, electric lines, wires and appurtenances, water lines and pipes, water wells, pumps and appurtenances and any other utility facilities and appurtenances necessary for the construction, operation and maintenance of the water wells over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein.

This instrument prepared by: Susan E. Dietrich
Assistant County Attorney
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Parcel Identification No. 30-19-30-300-0270-0000

30-19-30-300-0280-0000

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

GRANTEE and its assigns shall bear the expense of returning the surface area to its original condition in the event of any maintenance, repair and replacement operations exercised by GRANTEE pursuant to the rights conveyed hereunder.

GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation or maintenance of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not 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 facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE 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 easement.

GRANTOR reserves and retains the right to use the easement for purposes related to the maintenance and operation of Wilson Elementary School, which is located on the lands described in Exhibit "A," including installation of any surface or subsurface structures including, but not limited to road, water, sewer, telephone, electric, or fiber-optic, subject only to the limitation that same shall not obstruct or impede the use of the easement by the GRANTEE and its assigns for the purposes herein stated.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

GRANTEE shall operate, maintain and repair the existing lift station depicted in Exhibit "A," serving the parent tract of the lands described in Exhibit "A," in accordance with engineering standards and practices utilized for other similar facilities owned by GRANTEE. GRANTEE shall be further responsible for maintenance and repair costs and expenses whether routine or emergency. GRANTOR hereby consents to access to the lift station by the GRANTEE through the parent tract of the lands described in Exhibit "A" for the purpose of operating, maintaining and repairing said lift station.

GRANTOR and GRANTEE agree that in the event the aforesaid utility facilities and water wells are not constructed on the lands described in Exhibit "A," this easement shall immediately terminate and become null and void with no further action required by the GRANTOR to effectuate said termination provided, however, that the GRANTEE's obligation to return the easement area to its original condition shall survive the easement termination. Moreover, GRANTEE's obligation to operate, maintain and repair the existing lift station described hereinabove and right of access to the lift station shall terminate and become null and void provided, however, that GRANTEE shall provide thirty (30) days written notice of said termination of obligation to GRANTOR by certified mail, return receipt requested, at the address provided hereinabove.

GRANTOR and GRANTEE, to the extent permitted by law, agree to indemnify and hold harmless the other, their officers, employees and agents from any and all claims for loss, damage, injury, expense, cost or judgment arising out of negligent acts or omissions of each in the exercise of any rights granted to it by this easement.

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

North 30.00' of the South 880.00 feet
of Section 30-19S.-30E. per Deed

Scale: 1" = 100'

EXHIBIT A 1 OF 2

Line Information:

LINE	BEARING	DISTANCE
L1	N 89°46'36" E	945.75'
L2	S 00°07'12" E	30.00'
L3	S 89°46'36" W	60.00'
L4	N 00°07'12" W	5.00'
L5	S 89°46'36" W	298.12'
L6	S 00°13'24" E	20.00'
L7	S 89°46'36" W	115.00'
L8	N 00°13'24" W	20.00'
L9	S 89°46'36" W	268.38'
L10	S 51°51'02" W	155.68'
L11	N 89°59'11" W	44.82'
L12	N 00°07'35" W	133.07'

Curve Information:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	59.50'	39.63'	38.90'	S 70°55'56" W	38°09'47"

**Well Site,
Pipeline/Ingress-Egress
Easement
40710.58 Square Feet
0.935 Acres**

North 25.0' of Section
30-19S.-30E. per Deed

South 855.00' of Section
30-19S.-30E. per Deed

**Parent Tract
Property Described in
O.R. Book 693, Page 455**

South 880.00' of
Section 30-19S.-30E. per Deed

Note: Shaded features is the proposed
driveway of Wilson Elementary.

South Boundary of
Section 30-19S.-30E. per Deed

**Found 4"x4" Concrete
Monument (No Id.)**

East Right-of-way Boundary of Orange
Boulevard per Field Monumentation

Range 30 East

Range 29 East

30 31

25 36

West Boundary of Section 30-19S.-30E. per Deed

Orange Boulevard

Public Right-of-way width Varies
(35' Asphalt Pavement)

**Point of Beginning
Ingress/Egress Easement
Found 4"x4" Concrete
Monument (No Id.)**

Surveyors Notes:

- 1.) Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing basis referenced hereon is based on a State Plane bearing of N 00°07'35" W for the East Right-of-way Boundary of Orange Boulevard also being the West Boundary of the subject property.
- 3.) **This is not a Boundary Survey.**

David J. O'Brien Jr. P.S.M. No. 5925
SurvTech Solutions, Inc. L.B. No. 7340

Sketch & Description

DRAWN BY: D. O'BRIEN
DATE DRAWN: 07/31/04
FIELD DATE: N/A
FIELD BOOK/PAGE: N/A
CHECKED BY: D. O'BRIEN

PROJECT NO.: 20040024
PHASE: 1
REVISION DATE: 9/01/05
FILE: 20040024-1D.DWG
SCALE: 1" = 100'

SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
8413 Laurel Fair Circle Suite 102, Tampa, FL 33610
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
email: dobrien@survtechsolutions.com http://www.survtechsolutions.com



LEGEND

EXHIBIT A

2 OF 2

- FOUND CONCRETE MONUMENT
- (F) FIELD MEASUREMENT
- (D) DEED REFERENCE
- (P) PLAT REFERENCE
- TYP. TYPICAL
- W/ WITH

Well Site, Pipeline/Ingress-Egress Easement (Written by Surveyor)

A portion of the property described in Official Records Book 693, Page 455, of Seminole County, Florida; said strip of land also lying and being in Section 30, Township 19 South, Range 30 East, Seminole County, Florida;

Being more particularly described as follows:

Beginning at the Northwest corner of aforesaid property described in Official Records Book 693, Page 455, of Seminole County, Florida; said point is 880.00 feet North of, and 50.00 feet East of the Southwest corner of aforesaid Section 30, also lying on the East Right-of-way Boundary of Orange Boulevard; thence coincident with a line 880.00 feet North of, and parallel with the South Boundary of aforesaid Section 30, N 89°46'36" E a distance of 945.75 feet to a point on a line 995.6 feet East of, and parallel with the West Boundary of aforesaid Section 30; thence departing line that is parallel with South Boundary, coincident with said line that is parallel with said West Boundary, S 00°07'12" E a distance of 30.00 feet; thence departing said parallel line, coincident with a line 850.00 feet North of, and parallel with the South Boundary of said Section 30, S 89°46'36" W a distance of 60.00 feet; thence departing said parallel line, N 00°07'12" W a distance of 5.00 feet to a point on a line that 855.00 feet North of, and parallel with the South Boundary of said Section 30, thence coincident with said parallel line, S 89°46'36" W, a distance of 298.12 feet; thence S 00°13'24" E a distance of 20.00 feet; thence S 89°46'36" W a distance of 115.00 feet; thence N 00°13'24" W a distance of 20.00 feet to a point on a line 855.00 feet North of, and parallel with the South Boundary of said Section 30, thence coincident with said line, S 89°46'36" W a distance of 268.38 feet; thence departing said parallel line, S 51°51'02" W a distance of 155.68 feet to a tangent curve concave to the North, having a radius of 59.50 feet, a central angle of 38°09'47", subtended by a chord which bears S 70°55'56" W a distance of 38.90 feet, thence coincident with the arc of said curve a distance of 39.63 feet; thence departing said curve, N 89°59'11" W a distance of 44.82 feet to a point on the East Right-of-way Boundary of Orange Boulevard; thence coincident with said East Right-of-way Boundary, N 00°07'35" W a distance of 133.07 feet to the POINT OF BEGINNING;
Containing 40710.58 square feet, 0.935 acres more or less.

Surveyors Notes:

- 1.) See Notes on Page 1 of 2.
- 2.) This is not a Boundary Survey.

Sketch & Description

DRAWN BY: D. O'BRIEN
DATE DRAWN: 07/31/04
FIELD DATE: N/A
FIELD BOOK/PAGE: N/A
CHECKED BY: D. O'BRIEN

PROJECT NO.: 20040024
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