

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: National Resource Conservation Services (NRCS) Sweetwater Cove
Tributary Surface Water Restoration and Erosion Control /Stormwater
Treatment Project – Drainage and Access Easement

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *Michael K. Arnold* **EXT.** 5622
W. Gary Johnson, F.E., Director *Michael K. Arnold, Division Manager*

Agenda Date 04/26/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Permanent Drainage and Access Easement Agreement from Prentiss B. Hayes, Jr., to Seminole County for the National Resource Conservation Services (NRCS) Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment Project.

District 3: Commissioner Van Der Weide (Mark Flomerfelt)

BACKGROUND:

The attached agreement reflects a Permanent Drainage and Access Easement donated to the County. No County funds will be used for acquiring this easement. The easement will allow for drainage improvements related to the NRCS Sweetwater Cove Tributary Surface Water Restoration and Erosion Control/Stormwater Treatment Project.

Attachment: Permanent Drainage and Access Easement

Reviewed by: *SP*
Co Atty: _____
DFS: *N/A*
Other: *N/A*
DCM: *W.S.*
CM: *TL*
File No. CPWS01

PREPARED BY AND RETURN TO:
Michael F. Garcia, P.S.M., Principal Coordinator
Seminole County Government
Public Works Department/Stormwater Division
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773

PERMANENT DRAINAGE AND ACCESS EASEMENT

Parcel Tax I.D. #32-20-295DP-0G00-0010

THIS PERMANENT DRAINAGE EASEMENT signed and given on 28TH day of MARCH, 2005, by the GRANTOR, who is: Prentiss B. Hayes, Jr., and the Grantor's address is: 101 S Sweetwater Cove Boulevard, Longwood, Florida 32779, 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 and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system 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".

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

THE GRANTEE herein and its assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation and/or maintenance of the drainage facilities installed 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 and right-of-way 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 GRANTEE agrees to reconstruct and maintain, sidewalks and driveways that are located within the easement area, that are disturbed by the construction of the new drainage facilities so as to provide for the drainage structures installed thereon. The Grantor shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities 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 impeded the purpose or utility of the easement.

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; the Land is free and clear of all liens and encumbrances, except restrictions, and easements of record, if any, 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:

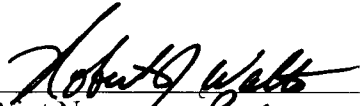
GRANTOR:



Print Name: Ed Torres



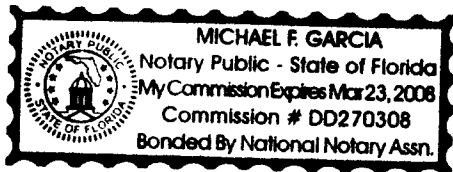
Print Name: PRENTISS BYRON HAYES JR

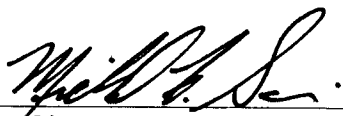


Print Name: ROBERT J. WALTER

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 28TH day of MARCH, 2005, by PRENTISS BYRON HAYES, JR., who is () personally known to me or () who has produced _____ as identification and who did take an oath.





Notary Signature
Print Name: MICHAEL F. GARCIA

Commission # _____
My Commission Expires: _____

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

ATTEST:

MARYANNE MORSE

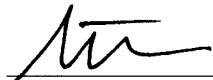
Clerk to the Board of County
Commissioners of Seminole County,
Florida.

By: _____
Carlton Henley, 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

EXHIBIT A

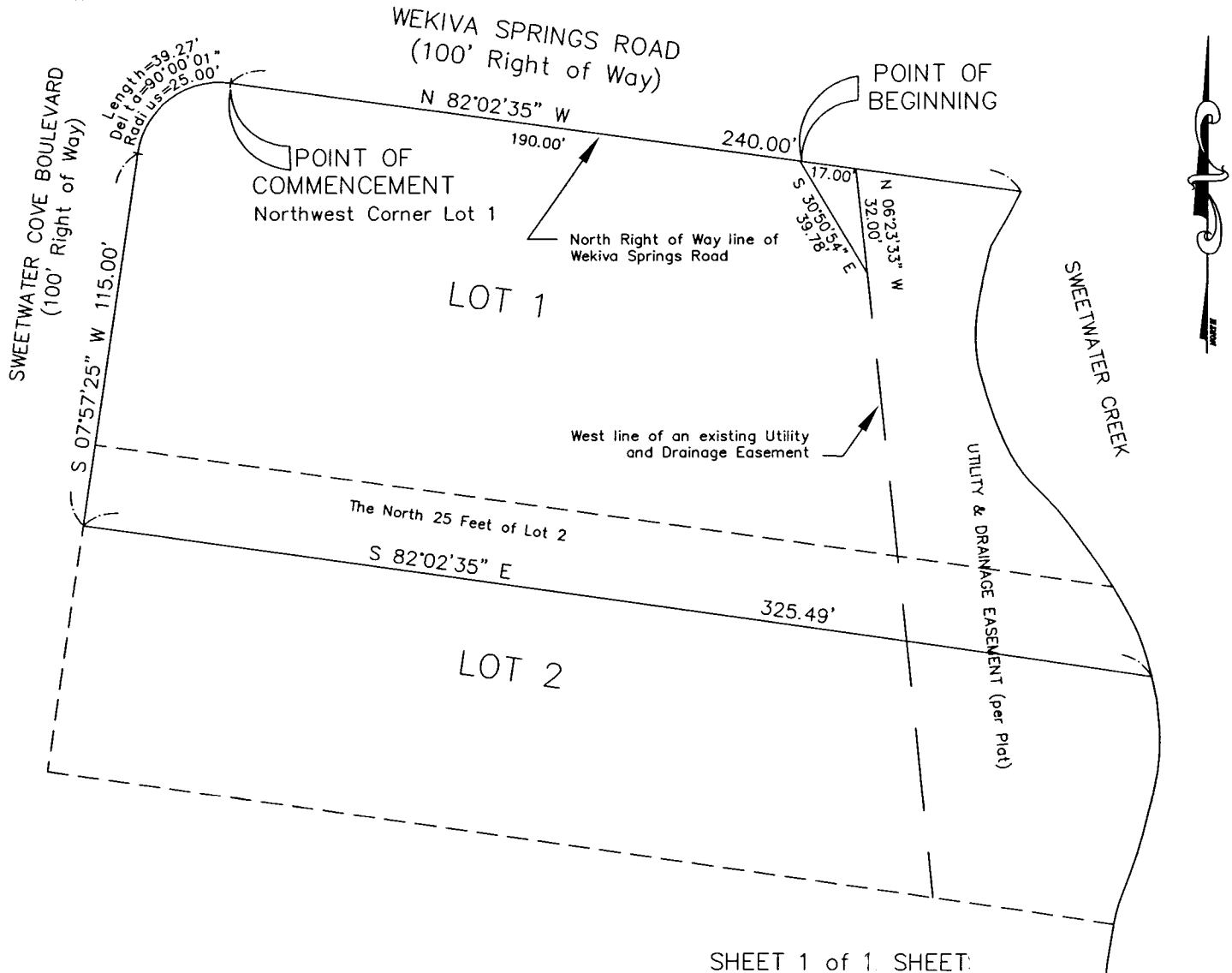
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

That part of Lot 1 and the North 25 feet of Lot 2, Block G, Sweetwater Oaks Section 7, as recorded in Plat Book 19, Pages 28 and 29 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot, Block G, thence run S82°02'35"E, along the North Right of Way line of Wekiva Springs Road, a distance of 190 feet to the Point of Beginning; thence continue S82°02'35"E, along said Right of Way line a distance of 17.00 feet; thence departing said Right of Way line, run S06°23'33"E, along the west line of an existing Utility and Drainage Easement, as recorded in said Plat Book 19, Pages 28 and 28, a distance of 32.00 feet; thence departing said Utility and Drainage Easement, run N30°50'54"W, a distance of 39.78 feet to the Point of Beginning. Containing 263 square feet more or less.



SHEET 1 of 1 SHEET:



Seminole County Stormwater Division
 520 W. Lake Mary Blvd., Suite 200
 Sanford, Florida 32773
 (407) 665-5673

FILE NAME: <u>Sweetwater-Lot1.dwg</u>	SCALE: <u>1" = 50'</u>
DATE: <u>March 16, 2005</u>	DRAWN BY: <u>MFG</u>

1. THIS IS NOT A SURVEY.
2. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
3. Basis of bearings: The North Right of Way line of Wekiva Springs Road as being S82°02'35"E, per plat

BY: 
 Michael F. Garcia P.S.M., Fla. Cert #5904