

# SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** "Utility Easement/Lift Station Agreement" and "Temporary Construction Easement Agreement"

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

**AUTHORIZED BY:** *Robert G. Adolphe* **CONTACT:** *Hugh P. Sides* **EXT.** 2117  
 Robert G. Adolphe, P.E., Director Hugh P. Sides, Sr. Engineer

**Agenda Date** 5-27-03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

Approve and accept the "Utility Easement/Lift Station Agreement" and the "Temporary Construction Easement Agreement." District 5

**BACKGROUND:**

The "Utility Easement/Lift Station Agreement" will provide a site at the Wilson Elementary School on Orange Blvd. for the construction of an Aquifer Storage and Repump (ASR) well by the St. Johns River Water Management District (District) through a pending interlocal agreement with the County. The County will own, operate and maintain the well once constructed. If the site proves unsuitable for an ASR well, the County will use the site for construction of a Markham Regional Water Treatment Plant potable supply well. In exchange for the easement, the County will operate and maintain the Wilson Elementary School wastewater lift station. The "Temporary Construction Easement Agreement" provides additional area at the elementary school to be used during well construction.

5-9-03

Reviewed by:	<i>S. Dietrich</i>
Co Atty:	<i>S. Dietrich</i>
DFS:	N/A
Other:	N/A
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. <u>CESP01</u>	

**UTILITY EASEMENT / LIFT STATION AGREEMENT**

**THIS UTILITY EASEMENT / LIFT STATION AGREEMENT** is made and entered into this 8<sup>th</sup> day of April, 2003, by and between **SEMINOLE COUNTY SCHOOL BOARD**, a Florida corporation existing under the laws of the State of Florida, and having its principal place of business at 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, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

**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, an 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.

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.

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

**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** 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.

ATTEST:

Paul J. Hagerty  
PAUL J. HAGERTY, Superintendent

THE SCHOOL BOARD OF  
SEMINOLE COUNTY FLORIDA  
By Sandra Robinson  
SANDRA ROBINSON, Chairman

Date: April 8th, 2003

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SANDRA ROBINSON and PAUL J. HAGERTY, who are known to me/proved to my satisfaction that they are the Chairman and Superintendent, respectively of The School Board of Seminole County, Florida, a corporation organized under the laws of Florida. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

8th EXECUTED and sealed in the County and State named above this day of April, 2003.

Karen Ponder  
(Signature) Notary Public, in  
and for the County and State  
aforementioned (Affix Seal)

SED/lpk  
7/29/02 1/15/03  
scsb-ue-liftstation  
Attachment:

Exhibit "A" - Legal Description

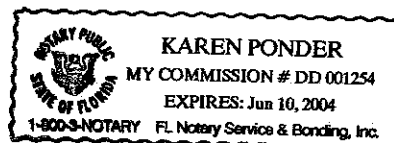
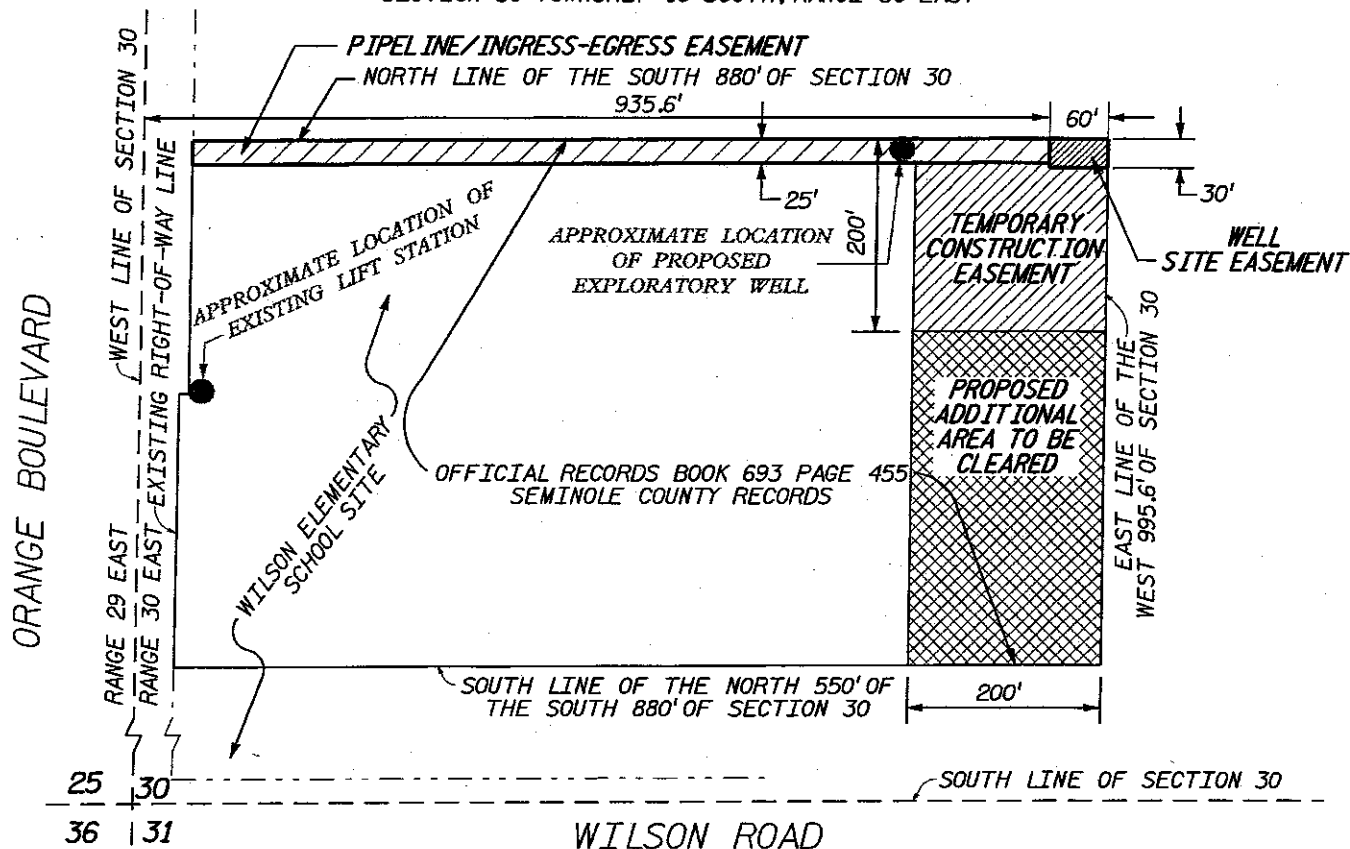


EXHIBIT A

**NOTE :**

1. THIS IS NOT A SURVEY.

SECTION 30 TOWNSHIP 19 SOUTH, RANGE 30 EAST



### Legal Description

### Pipeline / Ingress-Egress Easement

*A strip of land twenty-five (25) feet in width being a portion of the property described in Official Records Book 693, Page 455 of Seminole County, Florida, said strip of land being more particularly described as follows:*

The North 25 feet of the South 880 feet of the West 935.6 feet of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, less rights of way for public road.

### Well Easement

*A parcel of land being a portion of the property described in Official Records Book 693 Page 455 of Seminole County, Florida, more particularly described as follows:*

*The North 30 feet of the East 60 feet of the South 880 feet of the West 995.6 feet of Section 30, Township 19 South, Range 30 East, Seminole County, Florida.*

### Temporary Construction Easement

*A parcel of land being a portion of the property described in Official Records Book 693, Page 455 of Seminole County, Florida, being more particularly described as follows:*

The North 200 feet of the East 200 feet of the South 880 feet of the West 995.6 feet of Section 30, Township 19 South, Range 30 East, Seminole County, Florida. LESS the North 30 feet of the East 60 feet of the South 880 feet of the West 995.6 feet and the North 25 feet of the South 880 feet of the West 935.6 feet of Section 30, Township 19 South, Range 30 East, Seminole County, Florida.

19 REVISED 1/6/03  
REVISED 11/21/02

Date: 6/25/02

Scale:  $1'' = 200'$

Job No.: 071000.40 0020

F.B.:

Drawn By: PMM

Ckd. By: JVC

Sheet 1 of 1

J. Vance Carpey, Jr. PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

**PBS &**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

Journal of Management Inquiry 26(4) 391-408

11

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is entered into this 8th day of April, 2003, between **SEMINOLE COUNTY SCHOOL BOARD**, a Florida corporation existing under the laws of the State of Florida, and having its principal place of business at 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, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "GRANTEE".

**W I T N E S S E T H:**

**FOR** and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, GRANTORS, do hereby give, grant, bargain and release to the GRANTEE, a temporary easement to enter upon that portion of the lands of the GRANTORS, being described as follows:

See Exhibit "A" attached hereto and incorporated herein.

Parcel Identification Numbers: 30-19-30-300-0270-000  
30-19-30-300-0280-000

for the purpose of allowing the GRANTEE to complete construction on water wells, and related utility facilities and appurtenances, more particularly described in Exhibit "A", attached herein.

**GRANTEE** shall clear trees and brush from the property as deemed necessary for construction. GRANTEE shall clear an additional area of the property (hereinafter "additional area") as described in Exhibit "A".

THIS INSTRUMENT PREPARED BY: SUSAN E. DIETRICH  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771

Clearing of the additional area by GRANTEE shall mean removal of trees, tree roots and brush, other than those trees flagged by GRANTOR. Clearing of the additional area by the GRANTEE shall not include grading, seeding, or any other types of restoration, except for ground leveling necessitated by tree removal.

**THIS EASEMENT** shall expire seven (7) years from its effective date. Upon expiration of this easement, the property shall be returned to GRANTORS in as good a condition as it was at the time of this conveyance. Excluding replanting of trees, GRANTEE shall grade and seed and remove trash and construction material from the property prior to return to GRANTOR.

**IN WITNESS WHEREOF**, the GRANTORS have hereunto set their hands and seals the day and year first above written.

ATTEST:

THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA

Paul J. Hagerty  
PAUL J. HAGERTY, Superintendent

By:

Sandra Robinson  
SANDRA ROBINSON, Chairman

Date: April 8, 2003

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

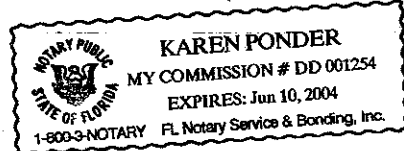
I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SANDRA ROBINSON and PAUL J. HAGERTY, who are known to me/proved to my satisfaction that they are the Chairman and Superintendent, respectively of The School Board of Seminole County, Florida, a corporation organized under the laws of Florida. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

8th **EXECUTED** and sealed in the County and State named above this day of April, 2003.

Karen Ponder  
(Signature) Notary Public, in  
and for the County and State  
aforementioned (Affix Seal)

SED/lpk  
7730/02 12/17/02 3/13/03  
scsb-ue-liftstation-temp-const-ease

Attachment:  
Exhibit "A" - Legal Description

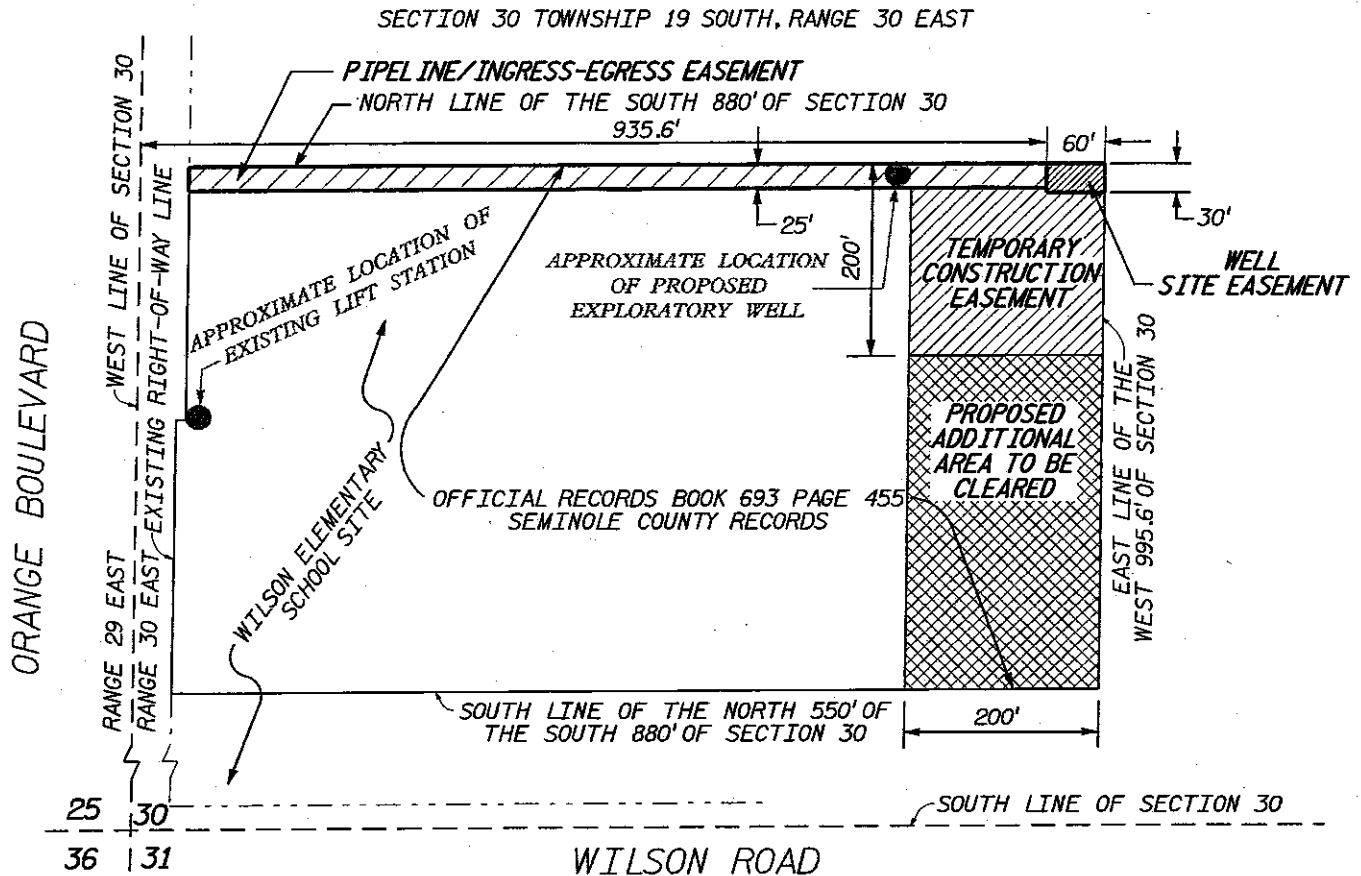


**SKETCH AND LEGAL DESCRIPTION  
FOR WELL, PIPELINE/INGRESS-EGRESS  
AND TEMPORARY CONSTRUCTION EASEMENT  
AT WILSON ELEMENTARY**

EXHIBIT A

NOTE :

1. THIS IS NOT A SURVEY.



**Legal Description**

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REVISED 1/6/03  
REVISED 11/21/02

Date: 6/25/02  
Scale: 1" = 200'  
Job No.: 071000.40 0020  
F.B.: N/A  
Drawn By: PMM  
Ckd. By: JVC  
Sheet 1 of 1

**PBSJ**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/647-7275 Certificate No. LB 24

J. Vance Carper, Jr., PSM  
Professional Surveyor and Mapper  
Florida Certificate No. 3598  
NOT VALID WITHOUT THE SIGNATURE AND  
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LICENSED SURVEYOR AND MAPPER

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06-JAN-2003 10:17