

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Permanent Drainage Easement Agreements

DEPARTMENT: Public Works DIVISION: Road Operations & Stormwater

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

Agenda Date 5/27/03 Regular  Consent  Work Session  Briefing   
Public Hearing - 1:30  Public Hearing - 7:00

**MOTION/RECOMMENDATION:**

Approve acceptance of the Permanent Drainage Easement Agreements from Tien Duy Pham and Hai T. Le; Jack Reid Campbell and Christopher Anderson; Steven R. Ball; and Melanie Ann Logue.

**BACKGROUND:**

The attached Permanent Drainage Easement Agreements listed below reflect drainage easements donated to the County for dedicated legal access and maintenance of a drainage system on Kansas Street:

- 1) Tien Duy Pham and Hai T. Le, over a portion of the property located at 2221 Kansas Street, Oviedo, Florida, (Parcel Tax I.D. #25-20-31-5BA-0000-223B);
- 2) Jack Reid Campbell and Christopher Anderson, 505 South Stone Street, Oviedo, Florida, (Parcel Tax I.D. #25-20-31-5BA-0000-2210);
- 3) Steven R. Ball, 2350 Kansas Street, Oviedo, Florida, (Parcel Tax I.D. #25-20-31-5BA-0000-2190); and
- 4) Melanie Ann Logue, 2301 Kansas Street, Oviedo, Florida, (Parcel Tax I.D. #25-20-31-5BA-0000-2200).

No County funds will be used for acquiring these easements.

District 2- Commission Morris

Attachment: Permanent Drainage Easements (4)

Reviewed by:	<u>[Signature]</u>
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWS01</u>

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 EASEMENT

Parcel Tax I.D. # 25-20-31-5BA-0000-223B

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 2<sup>TH</sup> day of FEBRUARY, 2003, by the GRANTOR, who is: Tien Duy Pham and Hai T. Le, husband and wife, and the Grantor's address is: 2221 Kansas Street, Oviedo, Florida 32765, 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, maintain and keep in a passable condition, a joint access driveway that is to be located within the easement area. That said joint access driveway shall serve as the Grantor's access to and from the Grantor's property and shall also serve as the Grantee's access for the purpose of maintenance of said drainage facilities. 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:**

*Donald E. McJannet*  
Print Name: Donald E. McJannet  
*Gail Blackwelder*  
Print Name: Gail Blackwelder

*Donald E. McJannet*  
Print Name: Donald E. McJannet  
*Gail Blackwelder*  
Print Name: Gail Blackwelder

**GRANTOR:**

*Tien Duy Pham*  
Print Name: TIEN DUY PHAM  
S.S.# 586-26-5865

*Hai Thi Le*  
Print Name: HAI THI LE  
S.S.# 595-50-4548

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of FEBRUARY, 2003, by TIEN DUY PHAM AND HAI THI LE, who is ( ) personally known to me or (X) who has produced FLORIDA DENVERS LICENSE as identification and who did take an oath.



*Michael F. Garcia*  
Notary Signature  
Print Name: MICHAEL F. GARCIA

Commission # CC 921370  
My Commission Expires: MARCH 23, 2004

**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

# SKETCH OF DESCRIPTION

**LEGAL DESCRIPTION:**

The West 25 feet of the following described parcel of land  
 The West 1/2 of Lot 223 and the West 1/2 of Lot 224, O.P.  
 Swope Land Company's Plat of Black Hammock, according to  
 plat thereof, as recorded in Plat Book 2, Page 110 of the Public  
 Records of Seminole County, Florida.

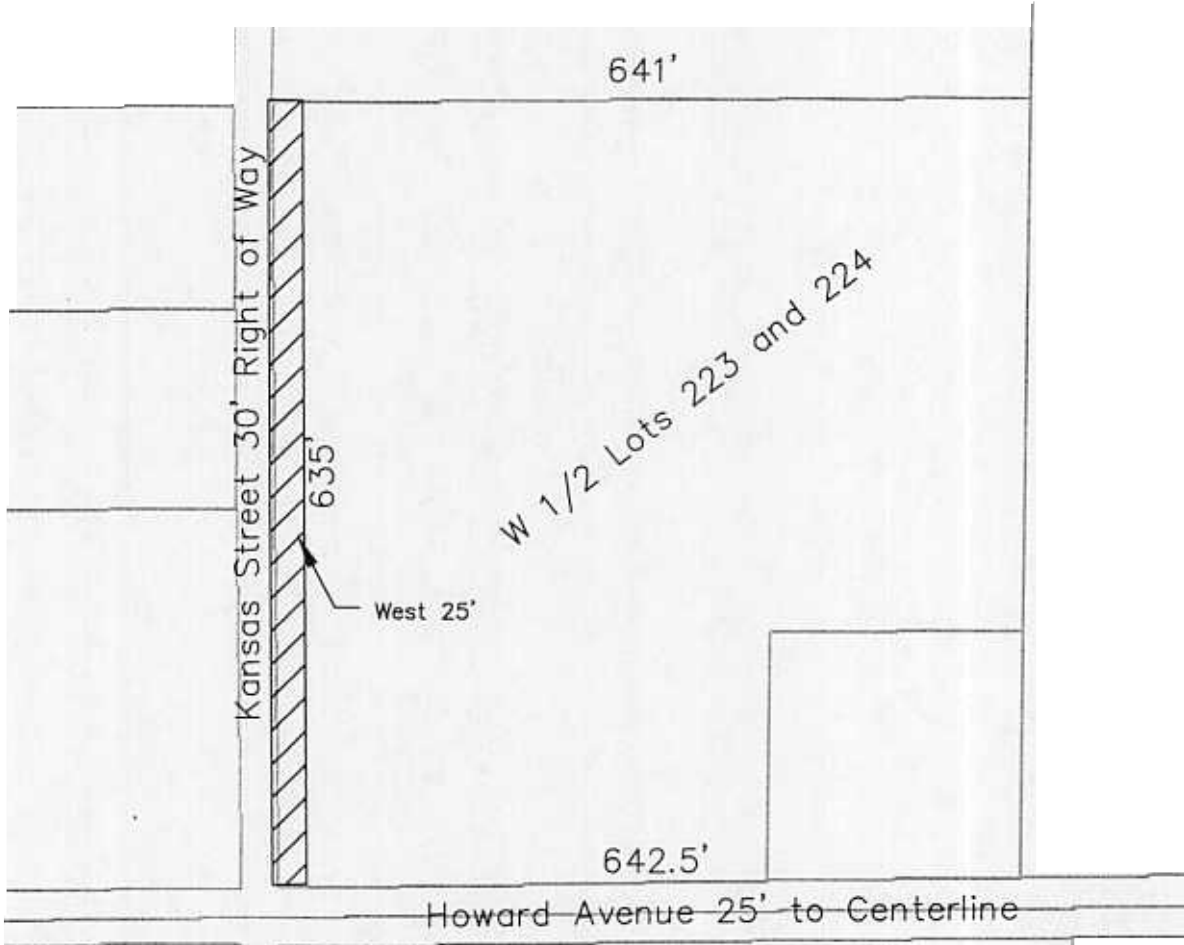


EXHIBIT "A"

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

## SURVEYOR'S NOTES

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: Not Applicable
4. This drawing is not to scale.

BY:

MICHAEL F. GARCIA P.S.M. FLA. CERT #5904

FILE NAME: Kansas Street - Ten Sketch of Desc.dwg  
 DATE: February 3, 2003

SCALE: NOT TO SCALE  
 DRAWN BY: MFG

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 EASEMENT

Parcel Tax I.D. # 25-20-31-5BA-0000-2210

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 11<sup>TH</sup> day of FEBRUARY, 2003, by the GRANTOR, who is: Jack Reid Campbell, a married man and Christopher Anderson, a married man, and the Grantor's address is: 505 South Stone Street, Oviedo, Florida 32765, 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, maintain and keep in a passable condition, a joint access driveway that is to be located within the easement area. That said joint access driveway shall serve as the Grantor's access to and from the Grantor's property and shall also serve as the Grantee's access for the purpose of maintenance of said drainage facilities. 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:**

Melanie A. Logue  
Print Name: Melanie A. Logue  
William N. Queen  
Print Name: William N. Queen

**GRANTOR:**

Jack R. Campbell  
Print Name: JACK R. Campbell  
S.S.# 593-18-0729

Melanie A. Logue  
Print Name: Melanie A. Logue  
William N. Queen  
Print Name: William N. Queen

Chris Anderson  
Print Name: Chris Anderson  
S.S.# 592-05-7103

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of FEBRUARY, 2003, by JACK R. CAMPBELL AND CHRISTOPHER ANDERSON, who is ( ) personally known to me or ( X ) who has produced A FLORIDA DRIVERS LICENSE as identification and who did take an oath.

Michael F. Garcia  
Notary Signature  
Print Name: MICHAEL F. GARCIA



Commission # CC 921370  
My Commission Expires: MARCH 23, 2004

**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



# SKETCH OF DESCRIPTION

**LEGAL DESCRIPTION:**

The West 25 feet of the following described parcel of land:  
 The West 1/2 of Lots 221 and 222, O.P. Swope Land Company's  
 Plat of Black Hammock as recorded in Plat Book 2, Page 110 of  
 the Public Records of Seminole County Florida.

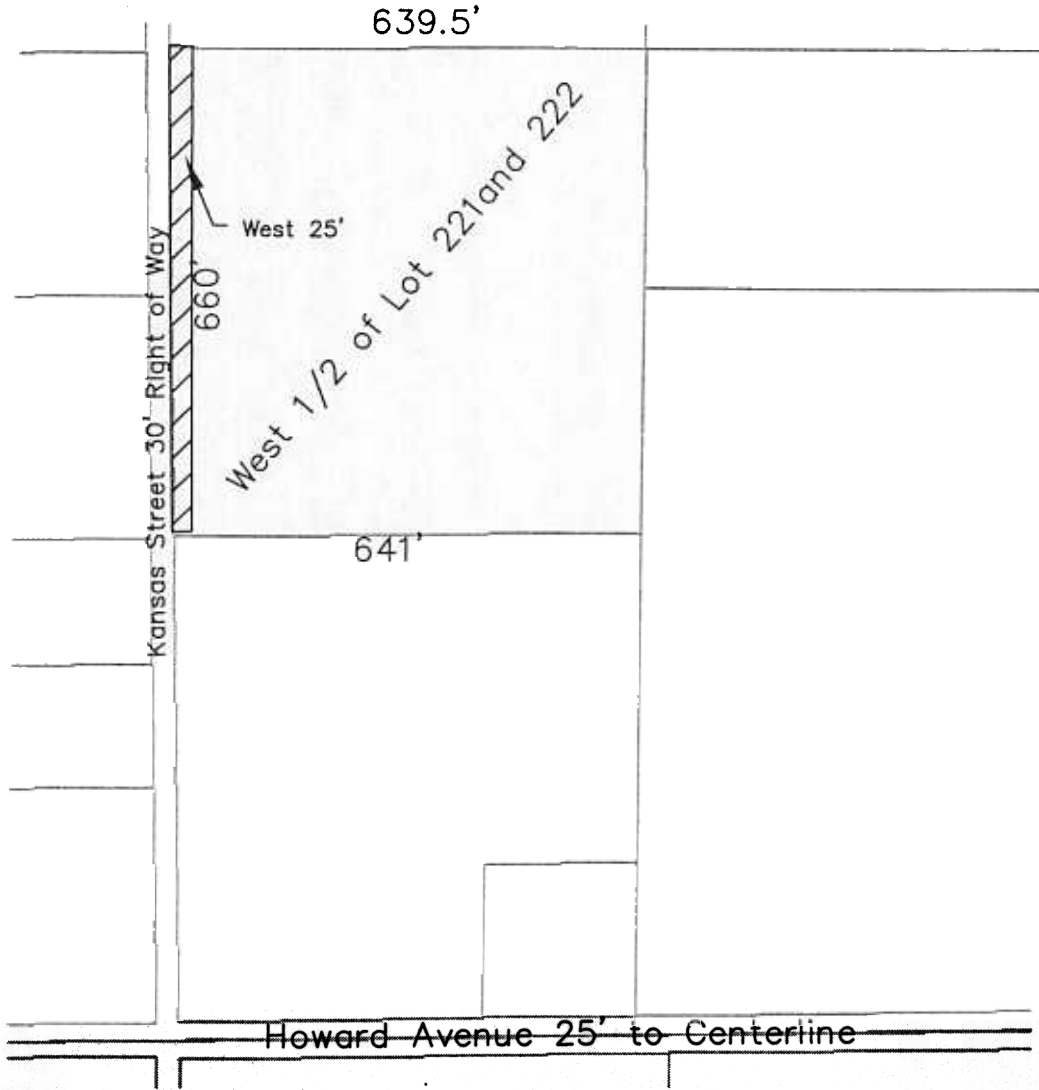


EXHIBIT "A"

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

## SURVEYOR'S NOTES

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: Not Applicable
4. This drawing is not to scale.

BY:

MICHAEL F. GARCIA P.S.M. FLA. CERT #5904

FILE NAME: Kansas Street - COD Sketch of Desc.dwg

SCALE: NOT TO SCALE

DATE: February 3, 2003

DRAWN BY: MFG

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 EASEMENT

Parcel Tax I.D. # 25-20-31-5BA-0000-2190

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 11<sup>TH</sup> day of FEBRUARY, 2003, by the GRANTOR, who is: Steven R. Ball, a married man, and the Grantor's address is: 2350 Kansan Street, Oviedo, Florida 32765, 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, maintain and keep in a passable condition, a joint access driveway that is to be located within the easement area. That said joint access driveway shall serve as the Grantor's access to and from the Grantor's property and shall also serve as the Grantee's access for the purpose of maintenance of said drainage facilities. 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:**

*[Signature]*  
Print Name: JACK R Campbell  
*[Signature]*  
Print Name: Chris Anderson

**GRANTOR:**

*[Signature]*  
Print Name: STEVEN R. BALL  
S.S.# 025-42-4676

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
S.S.# \_\_\_\_\_

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of FEBRUARY, 2003, by STEVEN R. BALL, who is ( ) personally known to me or (X) who has produced A MASS. DRIVERS LICENSE as identification and who did take an oath.

*[Signature]*  
Notary Signature  
Print Name: MICHAEL F. GARCIA



Commission # CC 921370  
My Commission Expires: MARCH 23, 2004

**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

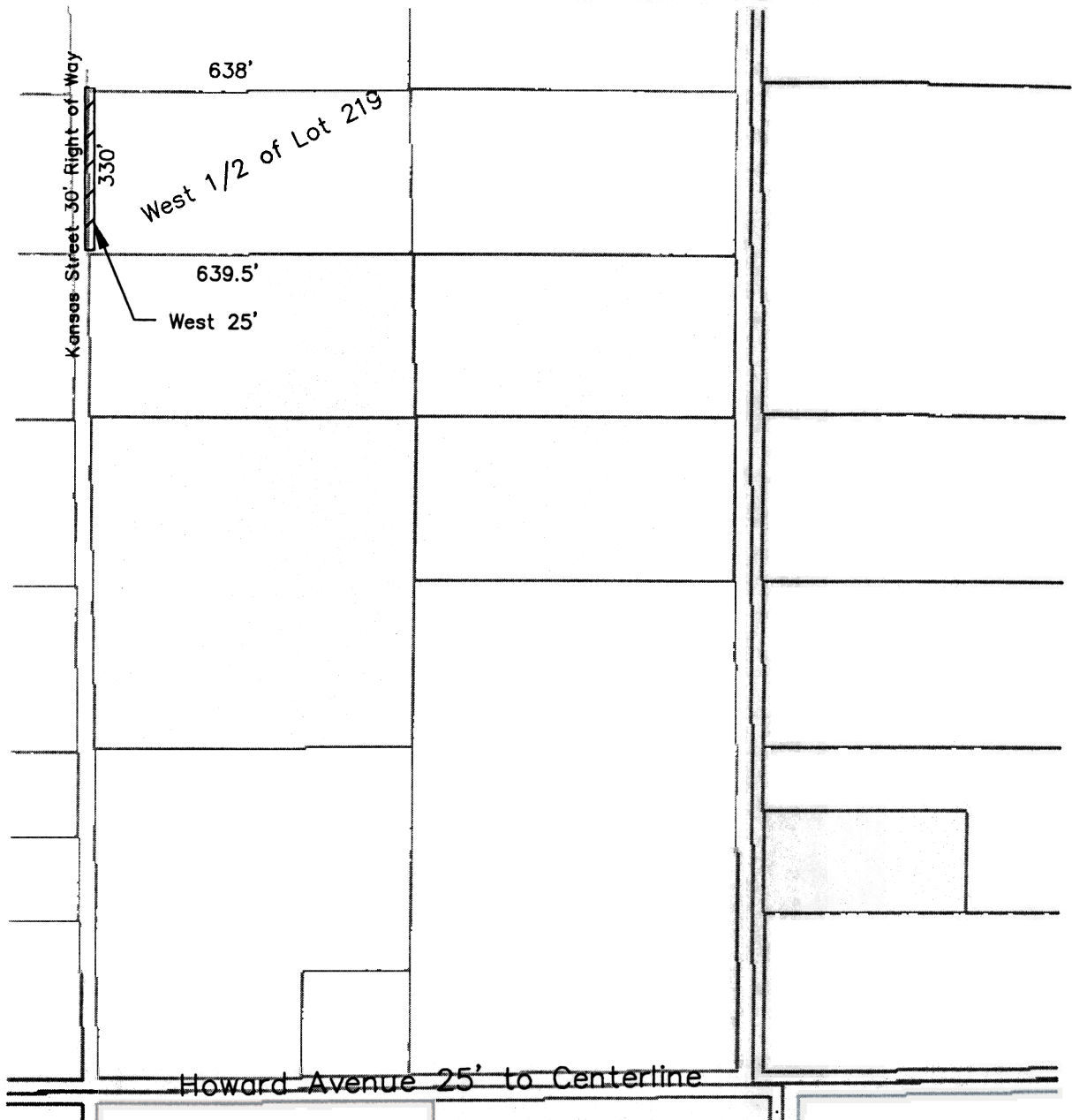
Date: \_\_\_\_\_

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

# SKETCH OF DESCRIPTION



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

BY: *Michael F. Garcia*  
 MICHAEL F. GARCIA P.S.M. FLA. CERT #5904

**LEGAL DESCRIPTION:**

The West 25 feet of the following described parcel of land:  
 The West 1/2 of Lot 219, O.P. Swope Land Company's Plat of  
 Black Hammock, as recorded in Plat Book 2, Page 110 of the  
 Public Records of Seminole County, Florida.

EXHIBIT "A"

## SURVEYOR'S NOTES

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: Not Applicable
4. This drawing is not to scale.

FILE NAME: Jim Logue Sketch of Desc.dwg  
 DATE: February 3, 2003

SCALE: NOT TO SCALE  
 DRAWN BY: MFG

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 EASEMENT

Parcel Tax I.D. #25-20-31-5BA-0000-2200

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 11<sup>TH</sup> day of FEBRUARY, 2003, by the GRANTOR, who is: Melanie Ann Logue, a single woman, and the Grantor's address is: 2301 Kansas Street, Oviedo, Florida 32765, 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:

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

**WITNESSES:**

St. R. Ball  
Print Name: STEVEN R. BALL  
Chris Anderson  
Print Name: Chris Anderson

**GRANTOR:**

Melanie A. Logue  
Print Name: Melanie A. Logue  
S.S.# 262-02-4622

Print Name: \_\_\_\_\_

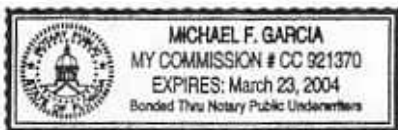
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

S.S.# \_\_\_\_\_

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of FEBRUARY, 2003, by MELANIE A. LOGUE who is ( ) personally known to me or (X) who has produced A FL. DIVERS LICENSE as identification and who did take an oath.



Michael F. Garcia  
Notary Signature  
Print Name: MICHAEL F. GARCIA

Commission # CC 921370  
My Commission Expires: MARCH 23, 2004

**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: \_\_\_\_\_

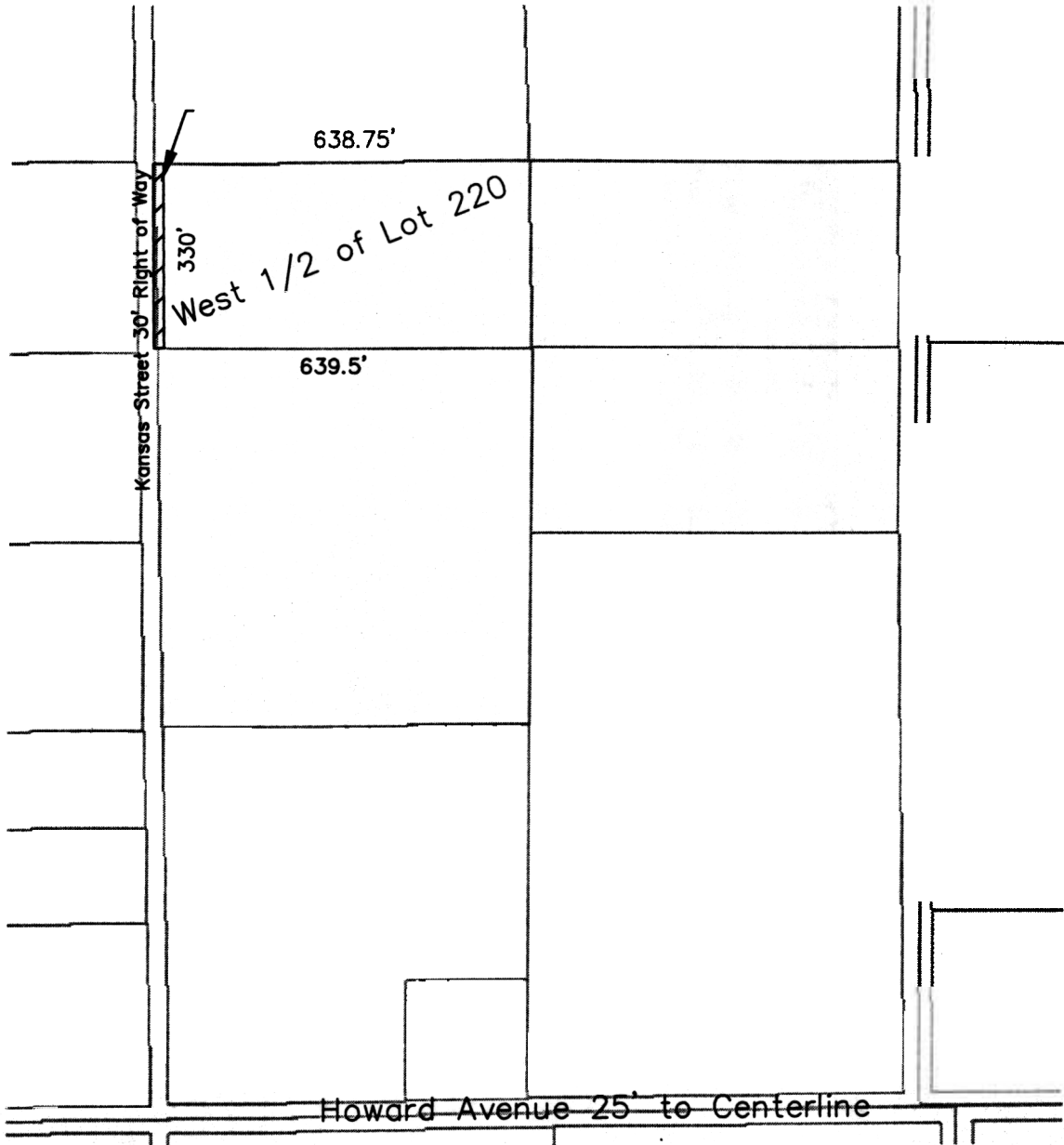
As authorized for execution by the Board of  
County Commissioners at their  
\_\_\_\_\_, 200\_\_\_\_, regular  
meeting

For the use and reliance of Seminole County  
only. Approved as to form and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney



# SKETCH OF DESCRIPTION



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

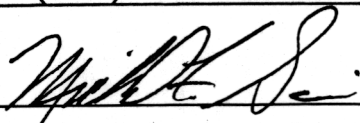
BY:   
 MICHAEL F. GARCIA P.S.M. FLA. CERT #5904

EXHIBIT "A"

## SURVEYOR'S NOTES

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: Not Applicable
4. This drawing is not to scale.

FILE NAME: Melanie Logue Sketch of Desc.dwg

DATE: February 3, 2003

SCALE: NOT TO SCALE

DRAWN BY: MFG