

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Drainage 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

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|---|
| Agenda Date <u>5/27/03</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 acceptance of the Permanent Drainage Easement Agreement from David C. and Donna E. Smith

BACKGROUND:

The enclosed agreement reflects Drainage Easement donated to the County by David C. and Donna E. Smith, over a portion of the property located at 252 Maureen Drive, Sanford, Florida, (Parcel Tax I.D. #26-19-29-503-0000-048) for dedicated legal access and maintenance of a drainage system. No County funds will be used for acquiring this easement.

District 5 – Commission McLain

Attachment: Permanent Drainage Easement

| | |
|--------------|---------------|
| Reviewed by: | <u>SP</u> |
| Co Atty: | <u>SP</u> |
| DFS: | _____ |
| Other: | _____ |
| DCM: | <u>SP</u> |
| CM: | <u>SP</u> |
| File No. | <u>CPWS02</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. #26-19-29-503-0000-0480

THIS PERMANENT DRAINAGE EASEMENT signed and given on 31ST day of JANUARY, 2003, by the GRANTOR, who is: David C. Smith and Donna E. Smith, and the Grantor's address is: 252 Maureen Drive, Sanford, Florida 32771, 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:

Myrtle Donnelly

David C. Smith

Print Name: Myrtle Donnelly

David C. Smith
S.S.# 261-39-3609

Richard M. Dunn

Donna E. Smith

Print Name: Richard M. Dunn

Donna E. Smith
S.S.# 265-87-2960

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of January, 2003, by Donna Smith and David Smith who is () personally known to me or () who has produced _____ as identification and who did take an oath.

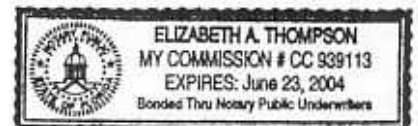
Elizabeth A. Thompson

Notary Signature

Print Name:

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: _____
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 North 10 feet of Lot 48,
LAKE SYLVAN ESTATES as recorded in Plat Book 12,
Pages 13-14 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

BY:

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

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: Maureen Drive Sketch of Desc.dwg
DATE: January 10, 2003

SCALE: NOT TO SCALE
DRAWN BY: MFG