

# SEMINOLE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

**SUBJECT:** Lisa Merlin House – Joinder and Consent to Dedication of Replat

**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Dan Matthys  **CONTACT:** Buddy Balagia  **EXT.** 7379

**Agenda Date** 06/28/2005 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐

### MOTION/RECOMMENDATION

Approve and authorize the Chairman to execute the attached Joinder and Consent to Dedication of Replat for the proposed Lisa Merlin House.

(District 3: Van Der Weide)

### BACKGROUND:

On April 12, 2005 the Board adopted a replacement Subrecipient Agreement with the Center for Affordable Housing, Inc. (Center) and Lisa Merlin House, Inc. to allow for the construction of an all new building dedicated for the Lisa Merlin House, a transitional housing facility for chemically-dependent homeless women. The previous Agreement was only a two-party agreement between the Center and the County and only contemplated the remodeling of an existing building to be owned by the Center and leased to Lisa Merlin House. A total of \$515,000 in County HOME and SHIP funding is approved for this project.

On October 26, 2004 the Board executed a Joinder and Consent for the Dedication of Plat to combine two separate lots into one (i.e., one legally described parcel) for the development of a new structure for Lisa Merlin House. A new Joinder and Consent to Dedication of Replat (see attached) cites the new legal description created by the combined replat of the lots. Upon execution, the new Joinder will be recorded in the Land Records and the new structure will be built on the newly created parcel. No additional funding is being requested from Seminole County.

All County funding is secured by a 20-year Mortgage Deed, Promissory Note, and Restrictive Covenant. The Center for Affordable Housing will transfer title of the property to the Lisa Merlin House, Inc. upon completion of the project. The Lisa Merlin House will then assume the active Mortgage, Note and Covenant.

Staff recommends approval and authorization for the Chairman to execute the attached Joinder and Consent to Dedication of Replat.

Reviewed by:

Co Atty:

DFS:

Other:

DCM:

CM:

File No. - cpdc02

This document was prepared by:  
Arnold W. Schneider, Esq  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

JOINDER AND CONSENT TO DEDICATION OF REPLAT

Seminole County, by and through its Board of County Commissioners, hereby certifies that it is the holder of the hereafter described mortgage lien and promissory note which encumbered two parcels of real property located in the City of Casselberry, Seminole County, Florida, the former addresses and legal descriptions for which were as follows:

88 Plumosa Avenue  
Casselberry, Florida 32707

LOT 6 (LESS THE NORTH 92 FEET OF THE WEST 100 FEET THEREOF)  
AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET  
THEREOF), BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-0060

100 Plumosa Avenue  
Casselberry, Florida 32707

THE NORTH 92 FEET OF THE WEST 100 FEET OF LOT 6, BLOCK H-F,  
CASSELBERRY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE  
COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-006A

the "Property".

**FOR VALUE RECEIVED**, Seminole County hereby joins in and consents to the replatting of said lands into a consolidated parcel by the owner thereof and agrees that the County's Mortgage Deed, Promissory Note and Restrictive Covenant, which are recorded in Official Records Book 0536, Pages 0403 through and including 0412 of the Public Records of Seminole County, Florida, shall all be subordinated to said replat as approved by the City of Casselberry Planning and Zoning Commission and now describing the encumbered parcel as follows:

A REPLAT OF A PORTION OF LOTS 6 AND 7 BLOCK H-F, CASSELBERRY, FLORIDA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN N 89°41'19" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 2024.35 FEET; THENCE RUN S 00°27'18" E A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK H-F, CASSELBERRY, FLORIDA AS RECORDED IN PLAT BOOK 7, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N 89°41'19" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF PLUMOSA AVENUE (A 40 FOOT PLATTED RIGHT-OF-WAY) A DISTANCE OF 219.84 FEET; THENCE RUN S 00°27'18" E A DISTANCE OF 90.00 FEET; THENCE RUN N 89°41'19" E A DISTANCE OF 60.00 FEET TO THE EAST LINE OF LOT 7, BLOCK H-F; THENCE RUN S 00°27'18" E ALONG SAID EAST LINE A DISTANCE OF 214.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE RUN S 89°41'19" W ALONG THE SOUTH LINE OF LOTS 6 AND 7 A DISTANCE OF 279.84 FEET TO THE SOUTHWEST CORNER OF LOT 6; THENCE RUN N 00°27'18" W ALONG THE WEST LINE OF LOT 6 A DISTANCE OF 304.52 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 8, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND CONTAINING 1.83 ACRES MORE OR LESS

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned Chairman this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

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

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