

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Permanent 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

<b>Agenda Date</b> <u>7/22/03</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve acceptance of the Permanent Drainage Easement Agreement from Jeffery Franklin and Sylvia Kingston.

**BACKGROUND:**

The enclosed agreement reflects Drainage Easement donated to the County by Jeffery Franklin and Sylvia Kingston, over a portion of the property located at 9443 Bear Lake Circle, Apopka, Florida 32703, (Parcel Tax I.D. #19-21-29-507-0B00-0100) for dedicated legal access and maintenance of a drainage system. No County funds will be used for acquiring this easement.

District 3 – Commission Van Der Weide

Attachment: Permanent Drainage Easement

Reviewed by:	<u>SM</u>
Co Atty:	<u>SM</u>
DFS:	_____
Other:	_____
DCM:	<u>SM</u>
CM:	<u>SM</u>
File No.	<u>CPWS04</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. #19-21-29-507-0B00-0100

**THIS PERMANENT DRAINAGE EASEMENT** signed and given on 6-13-2003 day of \_\_\_\_\_, 200\_\_, by the GRANTOR, who is: Jeffery Franklin and Sylvia Kingston, and the Grantor's address is: 9443 Bear Lake Circle, Apopka, Florida 32703, 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:**

*Lisa Rathel*  
Print Name: Lisa Rathel

*Denise Acevedo*  
Print Name: Denise Acevedo

*Lisa Rathel*  
Print Name: Lisa Rathel

*Denise Acevedo*  
Print Name: Denise Acevedo

**GRANTOR:**

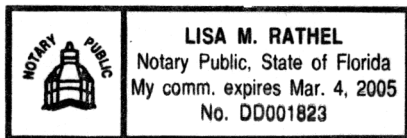
*Jeffery Franklin*  
Jeffery Franklin  
S.S.# \_\_\_\_\_

*Sylvia Kingston*  
Sylvia Kingston  
S.S.# \_\_\_\_\_

STATE OF FLORIDA)  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 13 day of June, 2003, by Jeffrey M. Franklin + Sylvia Kingston who is ( ) personally known to me or (  ) who has produced FDL Fe 52433540150 as identification and who did take an oath.

UK DL - My 5556262SK94A



*Lisa Rathel*  
Notary Signature  
Print Name: \_\_\_\_\_

Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
MARYANNE MORSE

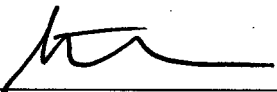
Clerk to the Board of County  
Commissioners of Seminole County,  
Florida.

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

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

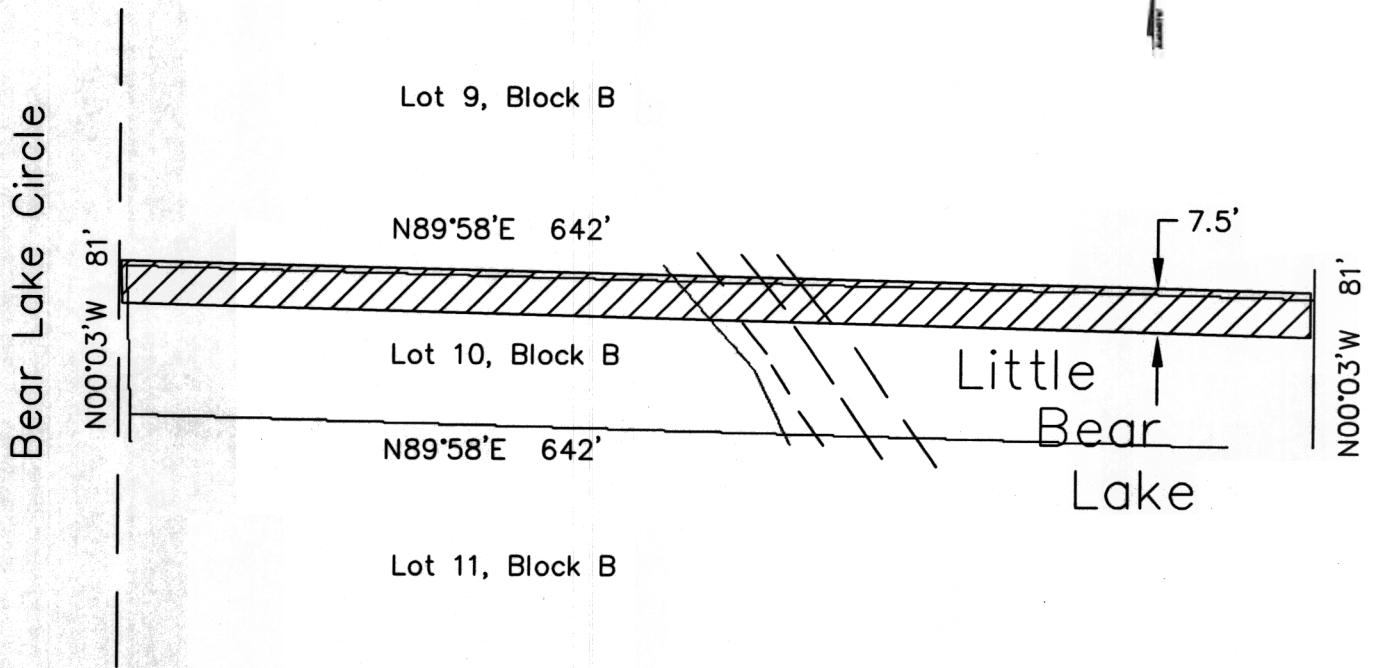
As authorized for execution by the Board of  
County Commissioners at their  
\_\_\_\_\_, 200\_\_, regular  
meeting

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

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

# SKETCH OF DESCRIPTION

Exhibit A



### Legal Description:

The North 7.5 Feet of Lot 10, Block B, Parkinsons Subdivision, As Recorded In Plat Book 8, Page 37 of The Public Records of Seminole County, Florida.



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

BY:

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

## 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: The North line of Lot 10, Block B  
 , As Being N89° 58'E Per Plat

FILE NAME: Lot10, Block B  
 DATE: 5/20/03

SCALE: Not to Scale  
 DRAWN BY: MFG