

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

**SUBJECT:** VACATE OF AN UNNAMED RIGHT-OF-WAY WITHIN THE SLAVIA COLONY CO.'S SUBDIVISION PLAT

**DEPARTMENT:** Planning & Development **DIVISION:** Development Review

**AUTHORIZED BY:** Dan Matthys **CONTACT:** Denny Gibbs **EXT.** 7359

<b>Agenda Date</b> <u>7/26/05</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input checked="" type="checkbox"/>	<b>Public Hearing – 7:00</b> <input type="checkbox"/>		

**MOTION/RECOMMENDATION:**

Adopt and authorize the Chairman to execute a resolution to vacate and abandon an unnamed right-of-way of The Slavia Colony Co.'s Subdivision in Section 19, Township 21S, Range 31E and the acceptance of a conservation easement dedicated to Seminole County.

District 1 – Commissioner Dallari (Denny Gibbs, Planner)

**BACKGROUND:**

The applicant, Antonio & Joylyne Aviles, is requesting to vacate an unused and unimproved right-of-way between the Waterstone and Kenmure subdivisions (see attached location map). The subject right-of-way is 15 feet wide, 1,315.84 feet long, and 0.45 +/- acres. The right-of-way was originally created within the Slavia Colony Co.'s Subdivision, Plat Book 2, Page 71. The property was replatted by the plat of Waterstone thereby making this right-of-way redundant.

Part of the subject right-of-way is between conservation easements dedicated on both Waterstone and Kenmure plats. As such, a conservation easement has been executed in favor of Seminole County over this section of right-of-way to be vacated.

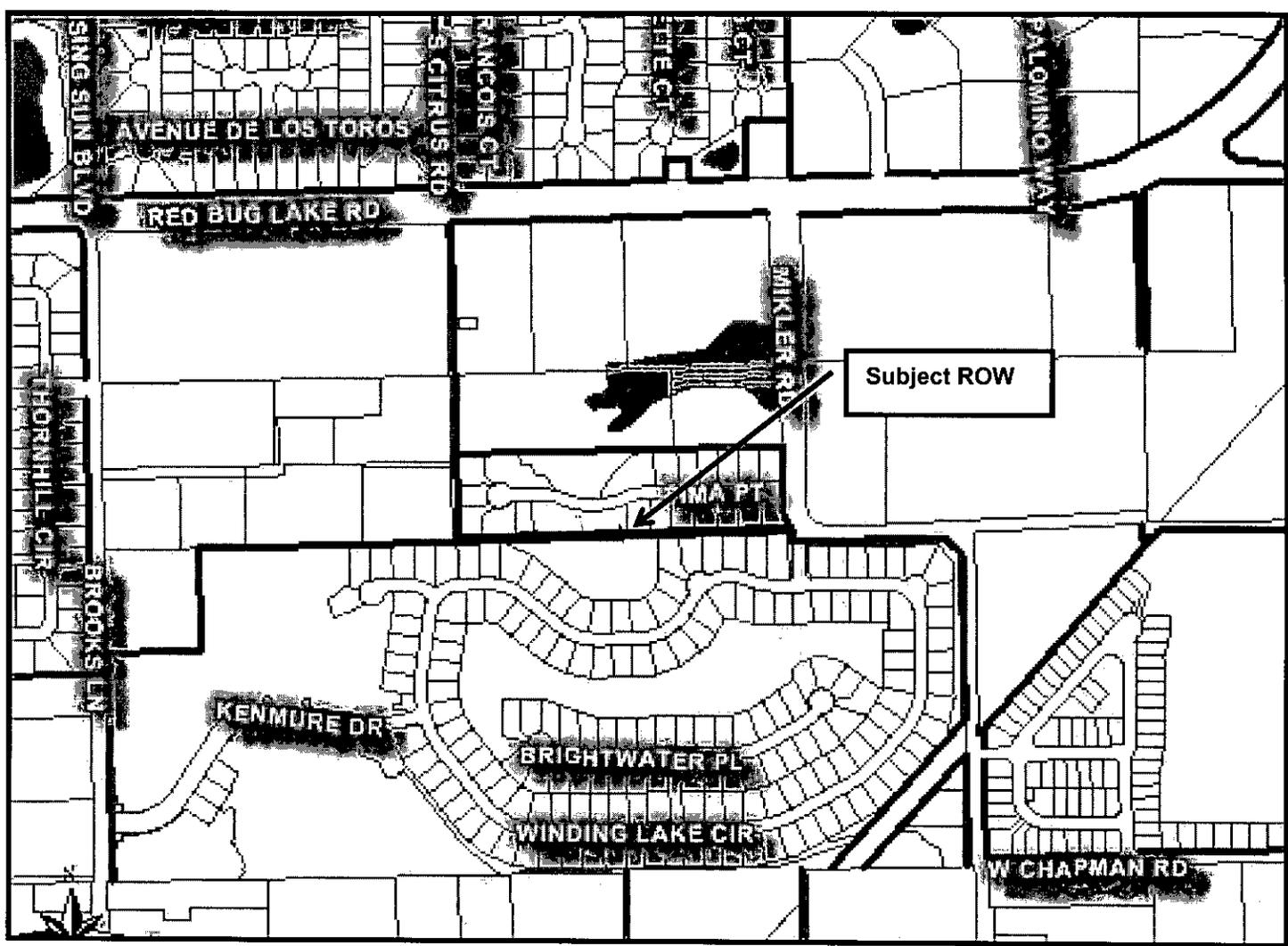
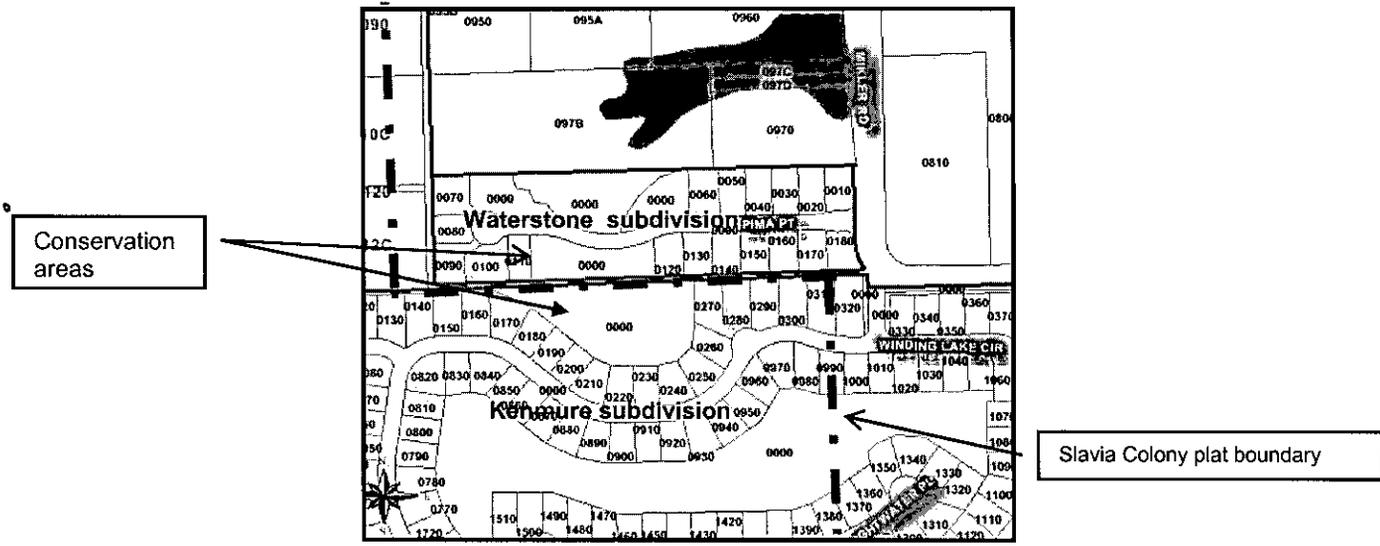
The subject right-of-way is not needed for public access and the vacation of this right-of-way will not hinder access to any other parcels. Letters of no objection have been submitted from the applicable utility providers and all other homeowners within the Waterstone subdivision are party to this request.

**STAFF RECOMMENDATION:**

Staff recommends approval of the vacate subject to a conservation easement.

District 1 – Commissioner Dallari  
Attachments: Location Map  
Resolution with Exhibit A  
Conservation easement

<b>Reviewed by:</b>	<u>KR</u>
<b>Co Atty:</b>	<u>                    </u>
<b>DFS:</b>	<u>                    </u>
<b>Other:</b>	<u>                    </u>
<b>DCM:</b>	<u>AD</u>
<b>CM:</b>	<u>                    </u>
<b>File No.</b>	<b>ph130pdd02</b>



**LOCATION MAP**  
 Vacate of  
 Unnamed Right-of-way  
 Slavia Colony Co. Subdivision Plat

RESOLUTION NO.: 2005-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 26th DAY OF JULY A.D., 2005.

**RESOLUTION TO VACATE AND ABANDON A  
RIGHT-OF-WAY**

.....

Whereas, a Petition was presented on behalf of  
**ANTONIO & JOYLYNNE M. AVILES**

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

*See Exhibit A*

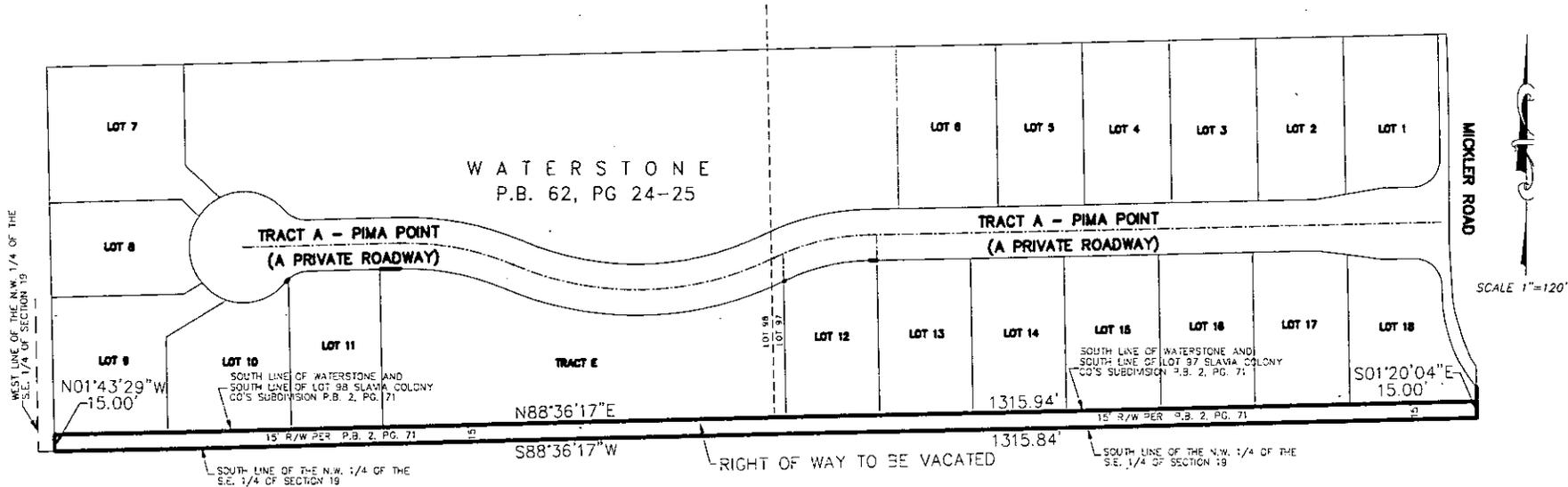
Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 26th day of July A.D., 2005.

ATTEST:  
  
\_\_\_\_\_  
MARYANNE MORSE  
CLERK OF THE CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA  
BY: \_\_\_\_\_  
CARLTON D. HENLEY  
CHAIRMAN



SCALE 1"=120'

**SKETCH AND DESCRIPTION ONLY  
NOT A FIELD SURVEY**

**SURVEY NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
2. THE "LAND DESCRIPTION" HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARING STRUCTURE IS BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30-24-29, BEING S89°18'59"E. (ASSUMED).

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH OF DESCRIPTION" OF THE HERON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ADOPTED BY CHAPTER EIGHT-6 OF THE FLORIDA ADMINISTRATIVE CODE. THIS DRAWING "R/S" IS TOGETHER FROM INSTRUMENTS OF RECORD, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

FOR THE FIRM BY: \_\_\_\_\_

DAVID M. BRUNO, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NUMBER 5670

**DESCRIPTION**

THE SOUTH 15 FEET OF THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE WEST 15 THEREFROM AND LESS THAT PART LYING IN MIKLER ROAD AS PLATTED IN PLAT BOOK 6, PAGE 14 SEMINOLE COUNTY RECORDS

EXHIBIT A

**C C L CONSULTANTS INC**  
ENGINEERS SURVEYORS PLANNERS  
2603 MAITLAND CENTER PKWY SUITE C  
MAITLAND, FL. 32751 (407) 660-2120

LICENSED BUSINESS NO. 5610

This document prepared by and return to:  
Kimberly M. Romano  
Assistant County Attorney  
1101 East First Street  
Sanford, Florida 32771

**CONSERVATION EASEMENT**

**THIS DEED OF EASEMENT** is made this 14<sup>th</sup> day of June, 2005, by and between TOUSA HOMES INC., a corporation existing under the laws of the State of Florida, and having its principal place of business at 11315 Corporate Blvd., Suite 250, Orlando, Florida, 32817, hereinafter called 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 called the GRANTEE.

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

**WHEREAS**, GRANTOR is the owner in fee simple of certain real property hereinafter described, situated in the County of Seminole, State of Florida; and

**WHEREAS**, said property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

**WHEREAS**, the GRANTOR is willing to grant a conservation easement over said property, thereby restricting and limiting the use of land and contiguous water areas of said property, on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept such easement; and

**WHEREAS**, the GRANTOR and GRANTEE recognize the scenic, natural, and aesthetic value of the property in its present natural state, and have, by the conveyance of a conservation easement to the GRANTEE, the common purpose of conserving the natural values of said property, preserving the natural character of said property, and preventing the use or development of said property for any purpose or in any manner which would conflict with the maintenance of the said property in its scenic, natural, and wooded condition,

**NOW THEREFORE**, in consideration of the sum of One and No/100 dollar (\$1.00) to the GRANTOR in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTOR hereby grants and conveys unto the GRANTEE and its successors forever and in perpetuity an interest and conservation easement of the nature and character and to the extent hereinafter set forth, in respect to the lands of the GRANTOR situated

in the County of Seminole, State of Florida, more particularly described in attached Exhibit A.

The terms, conditions, and restrictions of the conservation easement are as hereinafter set forth:

1. No building, billboard or advertising material, fence or other structure shall be erected on the property unless such structure replaces a preexisting structure of similar size, bulk, or height.

2. There shall be no dumping of soil, trash, ashes, garbage, waste or other unsightly or offensive material.

3. There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand, or other material nor any building of roads or other change in the general topography of the land, excepting the maintenance of existing foot trails, fire lanes, farm roads, or other accesses.

4. There shall be no removal, destruction, or cutting of trees, shrubs, or other vegetation except as may be necessary for (a) the maintenance of existing foot trails, fire lanes, or other accesses, (b) the prevention or treatment of disease, or (c) other good husbandry practices approved by the GRANTEE.

5. No advertising of any kind or nature shall be located on or within the property.

6. There shall be no activities, actions, or uses detrimental or adverse to water conservation, erosion control, soil conservation, and fish and wildlife or habitat preservation.

In the event a violation of these terms, conditions, or restrictions is found to exist the GRANTEE, or its successor or assign, may, after a 30-day notice to the GRANTOR or its personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior condition, or for damages for breach of covenant.

The GRANTEE, or its successor or assign, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this conservation easement by a prior failure to act.

The GRANTEE, or its successor or assign, reserves the right to enter the property at all reasonable times for the purpose of inspecting said property to determine if the GRANTOR or its personal representatives, heirs, successors, or assigns, is complying with the terms, conditions, restrictions, and purposes of this conservation easement.

The GRANTOR expressly reserves for itself, its personal representatives, heirs, successors, or assigns, the right to continue the use of the property for all purposes not inconsistent with this conservation easement.

The GRANTOR agrees that the terms, conditions, restrictions, and purposes of this conservation easement will be inserted by it in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to or of their possessory interest in the subject property.

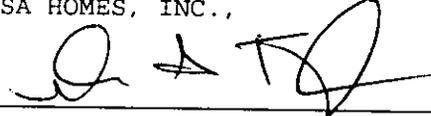
**TO HAVE AND TO HOLD** said conservation easement unto said GRANTEE, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the GRANTOR but also its agents, personal representatives, heirs and assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the above described land.

**IN WITNESS WHEREOF**, the GRANTOR has hereunto set its hand and seal in the day and year above written.

ATTEST:

  
\_\_\_\_\_  
DANIEL ROBERTS, Officer

TOUSA HOMES, INC.,

By:   
\_\_\_\_\_  
DEAN A. BURLESON, President

(CORPORATE SEAL)

Date: 6/14/05

STATE OF FLORIDA            )  
  )  
COUNTY OF SEMINOLE        )

I HEREBY CERTIFY that, on this date, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DANIEL ROBERTS and DEAN A. BURLESON, who (are known by me to be/proved to my satisfaction that they are) the persons described in and who executed the foregoing instrument as President and Officer, respectively, of TOUSA HOMES INC., 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.

EXECUTED and sealed by me in the County and State named above this 14<sup>th</sup> day of June, 2005.

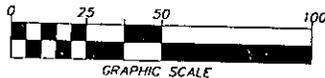
  
\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

A portion of Section 19, Township 21 South, Range 31 as shown on the Plat of Slavia Colony Co's Subdivision as recorded in Plat Book 2, Page 71 of the Public Records of Seminole County, Florida, being more particularly described as follows: Begin at the Southeast corner of Tract "E" Waterstone as recorded in Plat Book 62, Pages 24 and 25 of the Public Records of Seminole County, Florida; Thence South 01°20'04" East, a distance of 15.00 feet to the South line of the Northwest One-Quarter of the Southeast One-Quarter of said section 19; Thence South 88°36'17" West along said South line, a distance of 373.58 feet; Thence leaving said South line run North 01°23'43" West a distance of 15.00 feet to the Southwest corner of said Tract "E"; Thence North 88°36'17" East along the South line of said Tract "E", a distance of 373.59 feet to the point of beginning.

Said lands contain 0.13 acres more or less and are subject to any easements, rights-of-way, covenants or restrictions, if any.



**LEGEND**

- |                                  |                                |
|----------------------------------|--------------------------------|
| P.C.P. - PERMANENT CONTROL POINT | ELEC - ELECTRICAL RISER        |
| R. - RADIUS                      | CATV - CABLE TELEVISION RISER  |
| Δ - DELTA (CENTRAL ANGLE)        | TELE - TELEPHONE RISER         |
| L - ARC LENGTH                   | TRANS - TRANSFORMER PAD        |
| R/W - RIGHT-OF-WAY               | N/D - NAIL AND DISC            |
| A/C - AIR CONDITIONER            | C.M. - CONCRETE MONUMENT       |
| U.E. - UTILITY EASEMENT          | P.B. - PLAT BOOK               |
| D.E. - DRAINAGE EASEMENT         | Pg - PAGE                      |
| F.F. - FINISHED FLOOR            | (P) - PLAT                     |
| B.S. - BUILDING SETBACK          | (M) - MEASURED                 |
| C/L - CENTER LINE                | (C) - CALCULATED               |
| P.C. - POINT OF CURVATURE        | P.T. - POINT OF TANGENCY       |
| L.P. - LIGHT POLE                | P.I. - POINT OF INTERSECTION   |
| L.B. - LICENSED BUSINESS         | R/W - RIGHT-OF-WAY             |
|                                  | 00.00 - PROPOSED LOT ELEVATION |

**SKETCH OF DESCRIPTION, NOT A SURVEY**

**NOTES:**

- THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- BASIS OF BEARING: SOUTH 88°39'56" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF TRACT "A" (PIMA POINT) AS SHOWN ON THE PLAT OF WATERSTONE.

**REVISIONS:**

REVISIONS:	DATE:	BY:
VACANT	5/16/05	DSB

**DAVID M. BRUNO, P.S.M.**  
PROFESSIONAL SURVEYOR and MAPPER #5670 STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY:	CHECKED BY:	FIELD BOOK:
5/16/05			N/A

LOT 12

S01°20'04"E  
15.00'

POINT OF BEGINNING  
S.E. CORNER OF TRACT E  
S.W. CORNER OF LOT 12

**TRACT E**  
SOUTH LINE OF TRACT E, WATERSTONE AND  
SOUTH LINE OF LOT 98 SLAVIA COLONY  
CO'S SUBDIVISION P.B. 2, PG. 71

373.59'

15' R/W PER P.B. 2, PG. 71

N88°36'17"E

373.58'

S88°36'17"W

RIGHT OF WAY TO BE VACATED

SOUTH LINE OF THE N.W. 1/4 OF THE  
S.E. 1/4 OF SECTION 19

LOT 11

S01°23'43"W  
15.00'

S.W. CORNER OF TRACT E  
S.E. CORNER OF LOT 11