

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Acceptance of Transfer of Property by Special Warranty Deed and Recording in County and Public Records- BGM Mining, Inc. (Club II Borrow Pit)

DEPARTMENT: Public Works **DIVISION:** Roads - Stormwater

AUTHORIZED BY: W Gary Johnson **CONTACT:** M K A **EXT.** 5622
W. Gary Johnson, P.E., Director Michael K. Arnold, Division Manager

Agenda Date 10/11/05 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Accept and authorize Chairman to execute the Special Warranty Deed for conveyance of property from BGM Mining, Inc. and recording of same in County and Public Records.

District 5: Commissioner Carey (Michael K. Arnold)

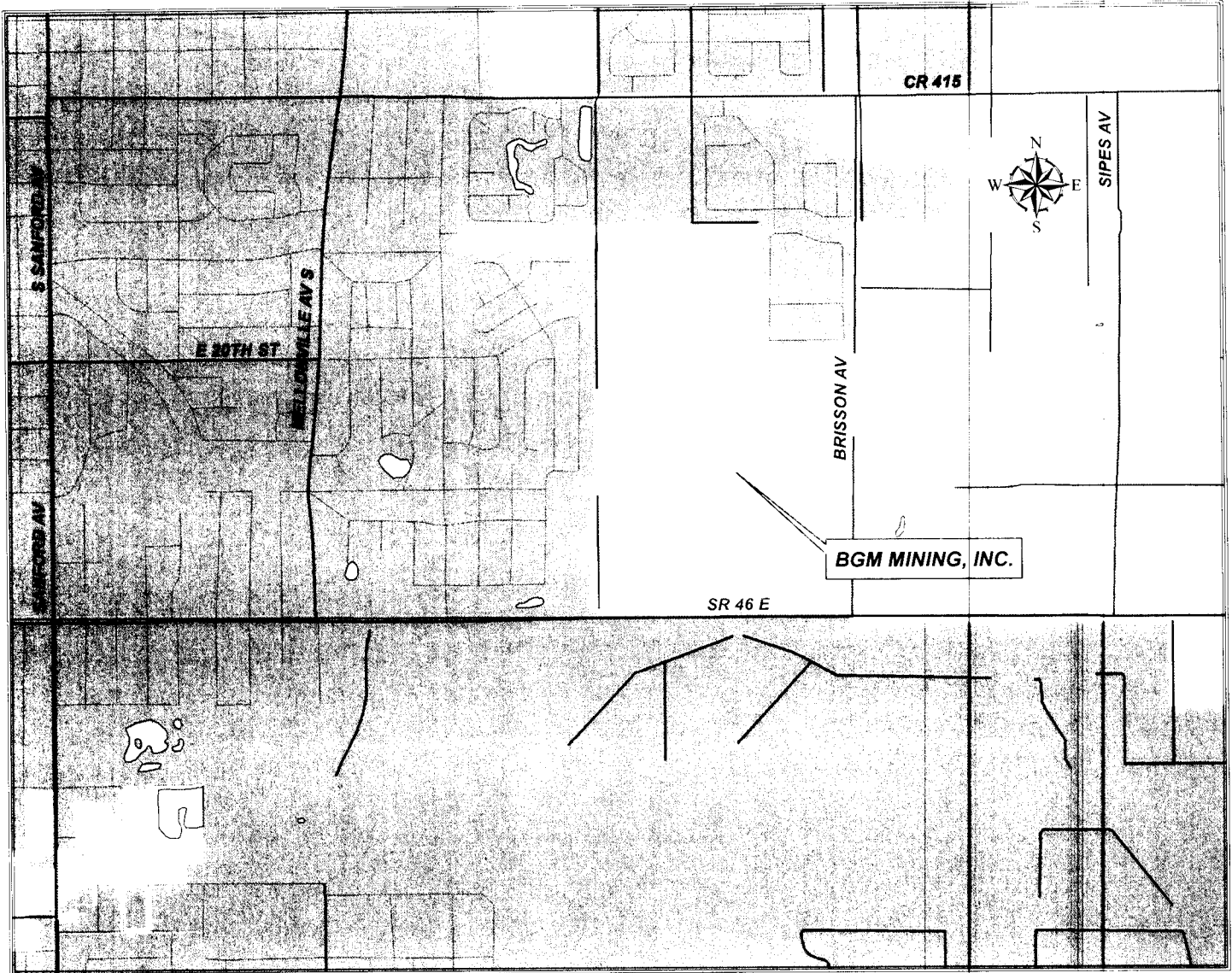
BACKGROUND:

The attached Special Warranty Deed transfers ownership of the property described in Exhibit A to the County by BGM Mining, Inc. Compensation in the amount of \$100.00 will be paid by the County as part of the property transfer.

This conveyance will provide County ownership of approximately 73.2 acres fronting Brisson Avenue, commonly known as the Club II Borrow Pit property, which is currently being converted into a regional stormwater facility.

- Attachments:
Location Map
Special Warranty Deed
Legal Description - Exhibit A
Access Easement – Exhibit B

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



Location Map

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:
N. Dwayne Gray, Jr., Esquire
Greenspoon Marder, P.A.
201 E. Pine Street, Suite 500
Orlando, FL 32801

Parcel Nos. 32-19-31-300-0240-0000
32-19-31-300-0240-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 20th day of September, 2005, by **BGM Molding, Inc.**, a Florida corporation, whose mailing address is 801 N. Magnolia Avenue, Suite 401, Orlando, Florida, hereinafter called the "Grantor", to **Board of County Commissioners of Seminole County Florida**, whose mailing address is 1101 First St., Sanford, Florida 32773, hereinafter called the "Grantee":

[Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, as the successors and assigns of corporations.]

WITNESSETH: That the Grantor, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land and the easements benefiting said land located in Seminole County, Florida, thereto, as described on attached **Exhibit A**.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever,

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby warrants the title to said land only against the lawful claims of persons claiming by, through or under Grantor, but not otherwise; subject to taxes accruing subsequent to December 31, 2004; zoning and use restrictions in effect or which may hereafter come into existence due to government action.

[signature page attached]

Sep 20 05 04:16p

Charles and Cindy Brooks

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p. 3

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

BGM MINING, INC., a Florida corporation

By: [Signature]

Printed Name: Sandra Rivera

By: [Signature]

Printed Name: N. Duwayne Gray, Jr.

[Signature]

By: [Signature]
Printed Name: Charles E. Brooks
Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me, this 20th day of September, 2005, by Charles E. Brooks, as President of BGM MINING, INC., a Florida corporation, on behalf of the corporation who is personally known to me, or is ~~not~~ personally known to me, as product identification:

[Signature]
NOTARY PUBLIC, State of Florida
Printed Name: N. Duwayne Gray, Jr.
My Commission Expires: _____

(Notary Seal):


 N. Duwayne Gray, Jr.
MY COMMISSION # DD249603 EXPIRES
November 11, 2007
EDUCATIONAL LIABILITY INSURANCE, ETC.

EXHIBIT "A"

LEGAL DESCRIPTION

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, LESS the North 850.00 feet of the East 850.00 feet thereof, and the South $\frac{7}{8}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and the East $\frac{1}{2}$ of the North $\frac{1}{8}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 19 South, Range 31 East, Less that part lying in ROSELAND PARK'S 1ST ADDITION as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida, and LESS right-of-way for Brisson Avenue and ALSO LESS a parcel of land being more particularly described as follows: Begin at the South $\frac{1}{4}$ corner of Section 32, Township 19 South, Range 31 East and run N 89 degrees 36'24" W along the South line of the Southwest $\frac{1}{4}$ of said Section 32, 2656.16 feet to the Southwest corner of said Section 32, thence run N 00 degrees 09'32" E along the West line of said Southwest $\frac{1}{4}$, 1574.80 feet, thence run S 89 degrees 48'59" East 2651.74 feet to a point on the East line of said Southwest $\frac{1}{4}$, thence run South along said East line, 1584.53 feet to the Point of Beginning;

TOGETHER WITH, the West $\frac{5}{8}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 19 South, Range 31 East, LESS that part plotted in ROSELAND PARK as recorded in Plat Book 7, Page 51, and ROSALAND PARK'S 1ST ADDITION as recorded in Plat Book 7, Page 66 of the Public Records of Seminole County, Florida, AND ALSO LESS right-of-way for Railroad on North;

AND TOGETHER WITH, the North 850 feet of the East 850 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 South, Range 31 East, less road right-of way on East.

070955

1999 AUG 17 AM 8:39

9/15/99

EASEMENT

THIS EASEMENT AGREEMENT made and entered into this 15th day of August, 1990, by and between STANLEY H. SANDEFUR, as Trustee party of the first part, hereinafter called Grantor and BGM MINING, INC., party of the second party, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantor has this day conveyed to Grantee the real property in Seminole County, Florida described on Exhibit "A" attached hereto and incorporated herein with Grantor having retained that portion of the West 1/2 of the Southwest 1/4 of Section 32, Township 19 South, Range 31 East which lies between Grantee's property and State Road 46; and

WHEREAS, Grantee requires access from its property southerly across grantor's property to State Road 46, the same being a condition of the acquisition of said property by Grantee.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is acknowledged, Grantor, by these presents gives and grants unto Grantee, its successors and assigns, a non-exclusive easement for the purposes of ingress and egress from State Road 46 northerly to Grantee's property across that portion of the West 1/2 of the Southwest 1/4 of Section 32 East owned by Grantor upon the following conditions:

1. Said easement will be 60 feet in width;
2. Grantee will obtain and be responsible for all permits and costs necessary for a curb cut into State Road 46 and for the construction, reconstruction and stabilization of said access easement according to all governmental requirements. Grantor will grant such additional areas as Governmental Authority may require for clear zones and deceleration and turn lanes on State Road 46;
3. When Grantee desire to construct the access upon said easement, the same will be located by center line survey by a licensed surveyor at Grantee's expense. Grantee agrees that said easement will initially be located according to prospective development plans of Grantor taking into consideration governmental curb cut requirements.

At all times after the exact location and/or construction within said easement, Grantor, in connection with any intended plans for development, shall have the right to relocate the easement, at Grantor's expense, provided that such easement, as relocated, will still afford Grantee reasonable access to State Road 46 and Grantor obtains all necessary governmental approvals for such relocation.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
STANLEY H. SANDEFUR, TRUSTEE

Documentary Tax Paid: 1.55
Mortgage Tax Paid: _____
County By: *[Signature]* D.C.

This instrument prepared by: W. C. Hutchison, Jr., Post Office Drawer H, Sanford, FL 32771.

2212 0206
BOOK PAGE
SEMINOLE COUNTY, FL.

EXHIBIT B

STATE OF FLORIDA)
) SS:
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared STANLEY H. SANDEFUR, TRUSTEE, to me known to be the person described in an who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of August, 1990.

J. Ann G. Williams
Notary Public
My commission expires 3/11/93

SEMINOLE COUNTY
BOOK 212 PAGE 0207

EXHIBIT "A"

The East 1/2 of the Southwest 1/4, LESS the North 850.00 feet of the East 850.00 feet thereof, and the South 7/8 of the West 1/2 of the Southwest 1/4, and the East 1/2 of the North 1/8 of the West 1/2 of the Southwest 1/4 of Section 32, Township 19 South, Range 31 East, LESS that part lying in ROSELAND PARK'S 1ST ADDITION as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida, and LESS Right-of-Way for Brisson Avenue, AND ALSO LESS a parcel of land being more particularly described as follows: Begin at the South 1/4 corner of Section 32, Township 19 South, Range 31 East and run N 89 deg. 36'24"W along the South line of the Southwest 1/4 of said Section 32, 2656.16 feet to the Southwest corner of said Section 32, thence run N 00 deg. 09'32"E along the West line of said Southwest 1/4, 1574.80 feet, thence run S 89 deg. 48'59"E. 2651.74 feet to a point on the East line of said Southwest 1/4, thence run South along said East line, 1584.53 feet to the Point of Beginning.

The West 5/8 of the South 1/2 of the Northwest 1/4 of Section 32, Township 19 South, Range 31 East, LESS that part platted in ROSELAND PARK as recorded in Plat Book 7, Page 51, and ROSELAND PARK'S 1ST ADDITION as recorded in Plat Book 7, Page 66, of the Public Records of Seminole County, Florida, AND ALSO LESS right-of-way for Rail Road on North.

The South 1095.60 feet of the Southeast 1/4 of the Northeast 1/4, and the North 32.91 acres of the Northeast 1/4 of the Southeast 1/4, all in Section 31, Township 19 South, Range 31 East, LESS that part platted in WASHINGTON OAKS SECTION ONE, as recorded in Plat Book 16, Pages 7 and 8 and WASHINGTON OAKS SECTION TWO, as recorded in Plat Book 16, Pages 86 and 87 of the Public Records of Seminole County, Florida.