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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Forest Park Circle - Permanent Drainage Easements				
DEPARTMENT: Public V	Vorks Division:	Road Operations an	d Stormwater	
AUTHORIZED BY: W. Ga	Hary Johnson, P.E.	Mark E. Flomerfelt,	_ EXT.<u>5709</u> P.E.	
Agenda Date <u>10/28/03</u>	_Regular 🗌 Consent 🛛	Work Session 🗌	Briefing 🗌	
	Public Hearing – 1:30	Public Hearing	- 7:00 🗌	

MOTION/RECOMMENDATION:

Approve acceptance of the Permanent Drainage Easement Agreement from:

- Gary M. Winter and Darlene L. Winter, 316 Forest Park Circle, Longwood, Florida
- Claude A. Reed and Beverly W. Reed, 386 Forest Park Circle, Longwood, Florida
- Gerald Loss and Joanne E. Loss, 392 Forest Park Circle, Longwood, Florida

BACKGROUND:

The enclosed agreements reflect Drainage Easements donated to the County by:

- Gary M. Winter and Darlene L. Winter, over a portion of property located at 316 Forest Park Circle, Longwood, Florida 32779, (Parcel Tax I.D. #07-21-29-5FD-0000-0460);
- Claude A. Reed and Beverly W. Reed, over a portion of property located at 386 Forest Park Circle, Longwood, Florida 32779, (Parcel Tax I.D. #07-21-29-5FD-0000-0580); and,
- Gerald Loss and Joanne E. Loss, over a portion of property located at 392 Forest Park Circle, Longwood, Florida 32779, (Parcel Tax I.D. #07-21-29-5FD-0000-0590);

for dedicated legal access and maintenance of a drainage system. No County funds will be used for acquiring these easements.

District 3 - Commissioner Van Der Weide

Attachments: Permanent Drainage Easements



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. #07-21-29-5FD-0000-0460

THIS PERMANENT DRAINAGE EASEMENT signed and given on ______ day of SEPTEMATE_____, 200 3 by the GRANTOR, who is: Gary M. Winter and Darlene L. Winter, husband and wife, and the Grantor's address is: 316 Forest Park Circle, Longwood, Florida 32779, 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 rightof-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: Print Name: Name Print Name: Print Name

GRANTOR:

Gary M. Winter

Sarlene L. Winter

Darlene L. Winter

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before this dav of men £ ,200 () by who has produced. who is (personally known to me or (as identification and who did take an oath.

AO	An	
Notary Signatur Print Name:	MARIE E. LACKEY MY COMMISSION # DD 194463 EXPIRES: July 15 2007	Ī
Commission #	EXPIRES: July 15, 2007 Bonded Thru Notary Public Underwriters	Į

My Commission Expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

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



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. #07-21-29-5FD-0000-0580

THIS PERMANENT DRAINAGE EASEMENT signed and given on <u><u>11</u>th</u> day of <u>September</u>, 200<u>3</u>, by the GRANTOR, who is: Claude A. Reed and Beverly W. Reed, his wife, and the Grantor's address is: 386 Forest Park Circle, Longwood, Florida 32779, 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:

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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:

Reagon Print Name: Owen D. Reagan Print/Name . Ucagan Wen (

Print Name: OWen D. Reagan

GRANTOR:

a. Rus

Claude A Reed

Beverly W. Reed

STATE OF FLORIDA) COUNTY OF SEMINOLE)

Print Name:

The foregoing instrument was acknowledged before me this // day of <u>Sept</u>, 200<u>3</u>, by <u>Mr & Mrs (laude Keed</u>), who is () personally known to me or () who has produced <u>Drivers Licenses</u> as identification and who did take an oath.

Notary Signatur Print Name: MARIE E. LACKEY MY COMMISSION # DD 194463 Commission # EXPIRES: July 15, 2007 Bonded Thru Notary Public Underw My Commission Expires

ATTEST:

MARYANNE MORSE

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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:

Daryl G. McLain, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at their

_____, 200____, regular

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

Assistant County Attorney

SKETCH OF DESCRIPTION

The Southeasterly 10 feet of Lot 58, Forest Park Estates Section Two, as recorded in Plat Book 23, Pages 64 and 65 of the Public Records of Seminole County, Florida.



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. #07-21-29-5FD-0000-0590

THIS PERMANENT DRAINAGE EASEMENT signed and given on _____ day of ______ day of ______, 200⁻², by the GRANTOR, who is: Gerald Loss and Joanne E. Loss, his wife, and the Grantor's address is: 392 Forest Park Circle, Longwood, Florida 32779, 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:

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The Grantor has signed and sealed this Easement on the date written above in the presence of the witnesses signing below:

WITNESSES:

Print Name:

<u>Owen D. Reagan</u> Print Name: <u>OWen D. Reagan</u> Allin Print Name: <u>Wiel ochen</u> **GRANTOR:**

-02-

Gerald Loss

Joanne E. Loss

STATE OF FLORIDA) COUNTY OF SEMINOLE)

Notary Signature	2/fz
Print Name:	MARIE E. LACKEY MY COMMISSION # DD 194463 EXPIRES: July 15, 2007
Commission #	Bonded Thru Notary Public Underwriters

My Commission Expires:

ATTEST:

MARYANNE MORSE

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

BOARD OF COUNTY COMMISSIONERS 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



RETURN FO (PLEASE RE	IDA DEPARTMENT OF REVENUE DR TRANSFERS OF INTEREST IN REAL PROPERTY AD INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING) tink. Enter numbers as shown below. If typing, enter numbers as shown below.
1. Parcel Identification Number (If Parcel ID not available please call County Property	
Appraiser's Office) \rightarrow $O_1 - d_2$	Transaction is a split Property was improved
2. Mark (x) all Multi-parcel transaction? \rightarrow	or cutout from another parcel? hter and Darlene C. Winter
3. Grantor (Seller): Carg III. W	First MI Corporate Name (if applicable)
36 Forest Park Mailing Address	Circle Longwood FL 32779 () City State Zip Code Phone No.
4. Grantee (Buyer):Last	First MI Corporate Name (if applicable)
$101 \in 1^{s+} St$	Sanford FL 32771 (407)665-5710
Mailing Address 5. Date of Sale/Transfer	City State Zip Code Phone No. Sale/Transfer Price
Oq / IJ / 2003 Month Day Year	(Round to the nearest dollar.)
6. Type of Document Contract/Agreemen for Deed	
Warranty Quit Claim Deed Deed	(Round to the nearest dollar.)
	unusual circumstances or conditions to the sale/transfer sure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? YES / NO d to seller by blood or marriage.
9. Was the sale/transfer financed? YES	NO If "Yes", please indicate type or types of financing:
Conventional Seller Provide	ed Contract for Deed Other
10. Property Type: Residential Commercial Mark (x) all	Institutional/ Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare
that apply	
 that apply 11. To the best of your knowledge, was person included in the sale/transfer? If "Yes", please amount attributable to the personal property. 	state the UUU
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 that apply 11. To the best of your knowledge, was person included in the sale/transfer? If "Yes", please amount attributable to the personal property. 12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt Under penalties of perjury, I declare that 	al property YES / NO \$
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WHITE COPY TO DEPARTMENT OF REVENUE OFFICE

		RETURN FOR TRANS		N REAL PROPERTY	PHOTOCOPIES OF DR-219 THIS FORM NOT R. 07/98 ACCEPTABLE
		(PLEASE READ INSTRU	umbers as shown below.	If typing, enter numbers as s	
1.	Parcel Identification Number (If Parcel ID not available	01234	56789	012345678	
	please call County Property Appraiser's Office)	07-21-2	9-5FD-	0000-0	580
2.	Mark (x) all Multi-parce		Transaction is a split or cutout from	with build	was improved ling(s) at time
3	that apply transaction Grantor (Seller):		another parcel?	N. Reed	ansfer?
	386 Forest	Park Circle	MI J	Corporate Name (FL 32779	if applicable)
	Mailing A		City	State Zip Code	Phone No.
4.	Grantee (Buyer):	First		Corporate Name (if applicable)
1	O E Mailing A		Sanford City	State Zip Code	(407) 665-57710 Phone No.
5.	Date of Sale/Transfer	2003	Sale/Transfer Price	D Propert Located	y 6 9 County Code d In 6 9 (County Codes on Reverse)
6.	for l	ntract/Agreement X Other	7. Are any mortgages of outstanding mortgages	on the property? If "Yes", je balance:	
	Warranty Qui Deed Deed	t Claim ed	(Round to the nearest dollar	•	,
8.	To the best of your knowled such as: Forced sale by cour Sale of a partial or undivided i	t order? Foreclosure pending	? Distress Sale? Title defects		^{ights?} YES / NO
9.	Was the sale/transfer financed	1? YES /NO	If "Yes", please indicate type	or types of financing:	
	Conventional	Seller Provided	Agreement or Contract for Deed	Other	
10,	Property Type: Residential Mark (x) all that apply	Commercial Industrial	Agricultural Miscellanec		nt Acreage Timeshare
	To the best of your knowled included in the sale/transfer? amount attributable to the pe Amount of Documentary Stan	If "Yes", please state the rsonal property. (Round to the	YES / NO		
13	If <u>no tax</u> is due in number 12,			•	
	Under penalties of perju- than the taxpayer, his/he	ry, I declare that I have read t er declaration is based on all i	he foregoing return and that t of prmation of which he/her he	he facts stated in it are true. as any knowledge.	If prepared by someone other
	Signature of Grantor or (WARNING: FAILURE TO FILE T	Grantee or Agent		T OF REVENUE SHALL RESULT IN A	Date 11/19
		y the Revenue Law of Florida. y the Clerk of the Circui	t Court's Office)		erks Date Stamp
-	(To be completed b)				erts Date Stamp
	O. R. Book				
P	andage Number				
1	and				
		أسببتها المتبيعا للمصبعا لتصمعا المتصب المتبيعا المتعا			

WHITE COPY TO DEPARTMENT OF REVENUE OFFICE

CANARY COPY TO PROPERTY APPRAISER

2.	Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → Mark (x) all that apply Multi-parce	RETURN FOR TRANS (PLEASE READ INSTRU Use black ink. Enter n 01234 07-21-2	Transaction is a split or cutout from another parcel?	IN REAL PROPERTY OF THIS FORM BEFORE If typing, enter numbers as s 012345678 0000-00 Property with buik of sale/tr	shown below. 9 5 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
3.	Grantor (Seller): Gevo	ud loss ar	d Joanne	Corporate Name (if applicable)
<u>3</u>	92 Forest Mailing A	Park Grcle	<u>City</u>	FL 32779 State Zip Code	() Phone No.
4.	Grantee (Buyer):	First	MI MI	Seminole Corporate Name	if applicable)
Ш	OI E. 15T Mailing A	Street So	intord City	FL 32771 State Zip Code	(407)665-5710 Phone No.
5.	Date of Sale/Transfer	2003	Sale/Transfer Price		ty d in 69 County Code (County Codes on Reverse)
6.	Warranty for	ntract/Agreement X Other Deed it Claim ed	 Are any mortgages outstanding mortga (Round to the nearest dolla 	Č C I I I I I I	YES / _ NO
8.	To the best of your knowled such as: Forced sale by cour Sale of a partial or undivided	t order? Foreclosure pending	? Distress Sale? Title defects	e sale/transfer s? Corrective Deed? Mineral	rights? YES / NO
9.	Was the sale/transfer finance	d? YES / NO	If "Yes", please indicate type	or types of financing:	
	Conventional	Seller Provided	Agreement or Contract for Deed	Other	
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	To the best of your knowled included in the sale/transfer? amount attributable to the pe Amount of Documentary Star	If "Yes", please state the ersonal property. (Round to the	YES / NC) \$, \$,	
13.	If <u>no tax</u> is due in number 12,				
	Under penalties of perju than the taxpayer, his/he Signature of Grantor or	er declaration is based on all	ne foregoing, eturn and that formation of which he/her h	nas any knowledge.	If prepared by someone other Date
	WARNING: FAILURE TO FILE		RM APPRIVED BY THE DEPARTME	NT OF REVENUE SHALL RESULT IN	A PENALTY OF \$25.00 IN ADDITION TO ANY
	(To be completed b	by the Clerk of the Circu	it Court's Office)	С	lerks Date Stamp
(D. R. Book				
 P:	and age Number				
	and				
	ile Number	/ / ////			

WHITE COPY TO DEPARTMENT OF REVENUE OFFICE