SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Forest Park Ci	<u>ircle - Permanent Drainage I</u>	Easements
DEPARTMENT: Public Wo	_	Road Operations and Stormwater
AUTHORIZED BY: 10	Johnson, P.E.	Mark E. Flomerfelt, P.E.
Agenda Date <u>10/28/03</u> F	Regular 🗌 Consent 🛛 Public Hearing – 1:30 🔲	Work Session Briefing Public Hearing – 7:00
		• _

MOTION/RECOMMENDATION:

Approve acceptance of the Permanent Drainage Easement Agreement from:

- Robert W. Brooks and Dorothy M. Brooks, 304 Forest Park Circle, Longwood, Florida
- Edson N. Bacchus and Roseanne J. Bacchus, 308 Forest Park Circle, Longwood, Florida
- David M. Franze and Laraine O. Franze, 312 Forest Park Circle, Longwood, Florida

BACKGROUND:

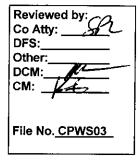
The enclosed agreements reflect Drainage Easements donated to the County by:

- Robert W. Brooks and Dorothy M. Brooks, over a portion of property located at 304 Forest Park Circle, Longwood, Florida 32779 (Parcel Tax I.D. #07-21-29-5FD-0000-0430);
- Edson N. Bacchus and Roseanne J. Bacchus, over a portion of property located at 308 Forest Park Circle, Longwood, Florida 32779, (Parcel Tax I.D. #07-21-29-5FD-0000-0440); and,
- David M. Franze and Laraine O. Franze, over a portion of property located at 312 Forest Park Circle, Longwood, Florida 32779, (Parcel Tax I.D. #07-21-29-5FD-0000-0450)

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-0000-0430

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 E. M. Kenne Print Name: Don_

Print Name: OWen D. Reagan

Print Name: Don ld G. Mckenn

Print Name: (

GRANTOR:

Robert W. Brooks, as Co-Trustee

4 M. Mach

Dorothy M. Brooks as Co-Trustee

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this <u>16²</u> day of <u>September</u>, 2003, by <u>Robert W. Brooks + Docothy M. Brooks</u>, who is () personally known to me or () who has produced <u>Driver Cicenses</u> as identification and who did take an oath.

Notary Signature Print Name: Domilel E. Mc / Cenn

Commission # My Commission F

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 D. #07-21-29-5FD-0000-0440

THIS PERMANENT DRAINAGE EASEMENT signed and given on _______ day of ________ day of ________, 200_3, by the GRANTOR, who is: Edson N. Bacchus and Roseanne J. Bacchus, husband and wife, and the Grantor's address is: 308 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.

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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 im

Print Name: Donald E. Millenna

Print Name: eagan

Print Name: Donald E. Ma

Print Name: Owen D. Reagan

GRANTOR:

Edson N. Bacchus

1.6

Roseanne J. Bacchus

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this <u>16</u>⁴⁶ day of <u>September</u>, 2003, by Edson N. Beachus + Roseanne J. Bacchus who is () personally known to me or (ω) who has produced <u>Drivers License</u> as identification and who did take an oath.

Notary Signature Print Name: Donald E Milcenn

Commission # DONALDE My

ATTEST:

Florida.

MARYANNE MORSE

Clerk to the Board of County

Commissioners of Seminole County,

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:___

Daryl G. McLain, Chairman

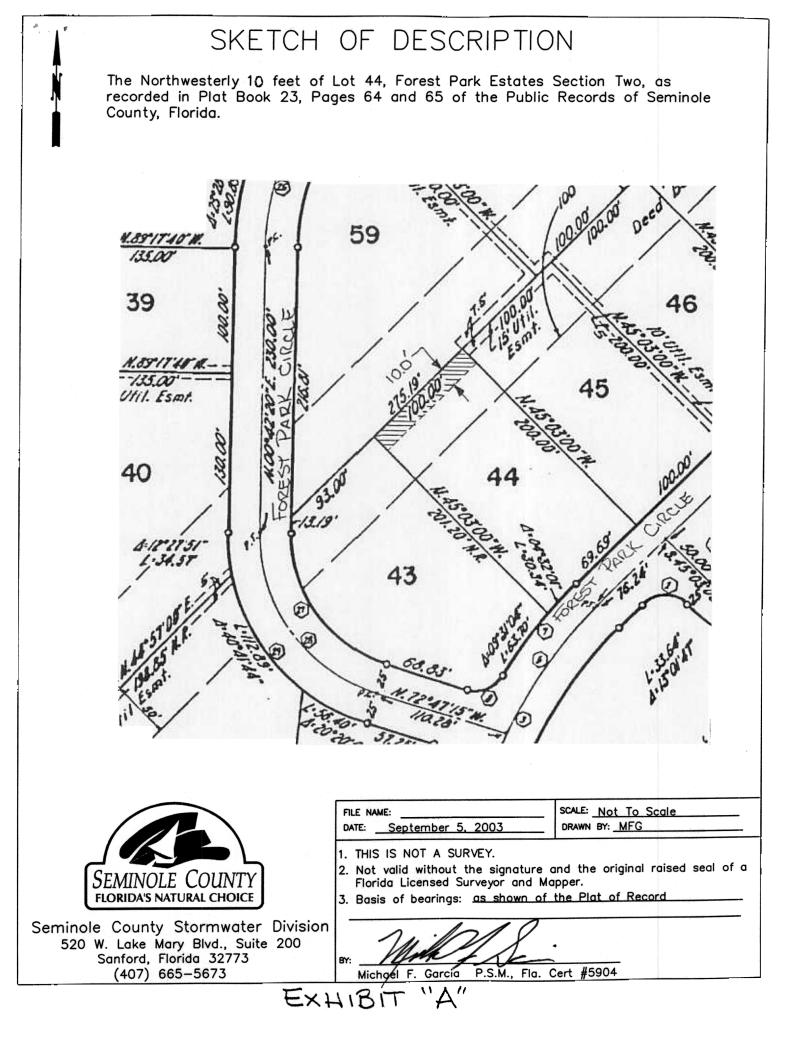
Date: _____

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



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 D. #07-21-29-5FD-0000-0450

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:

OUru D. Deagan Print Name: Owen B. Reagan

Print Name: Dom/d E. M. denin

Print Name:

GRANTOR:

David M. Franze

Laraine O. Franze

STATE OF FLORIDA) COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of <u>September</u>, 2003, by <u>David M. Franze + Lacaine O. Franze</u>, who is () personally known to me or () who has produced <u>Driver License</u> as identification and who did take an oath.

Notary Signature Print Name: Donald E Micke

Commission # My Commission Exp

ATTEST:

Florida.

MARYANNE MORSE

Clerk to the Board of County

Commissioners of Seminole County,

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:___

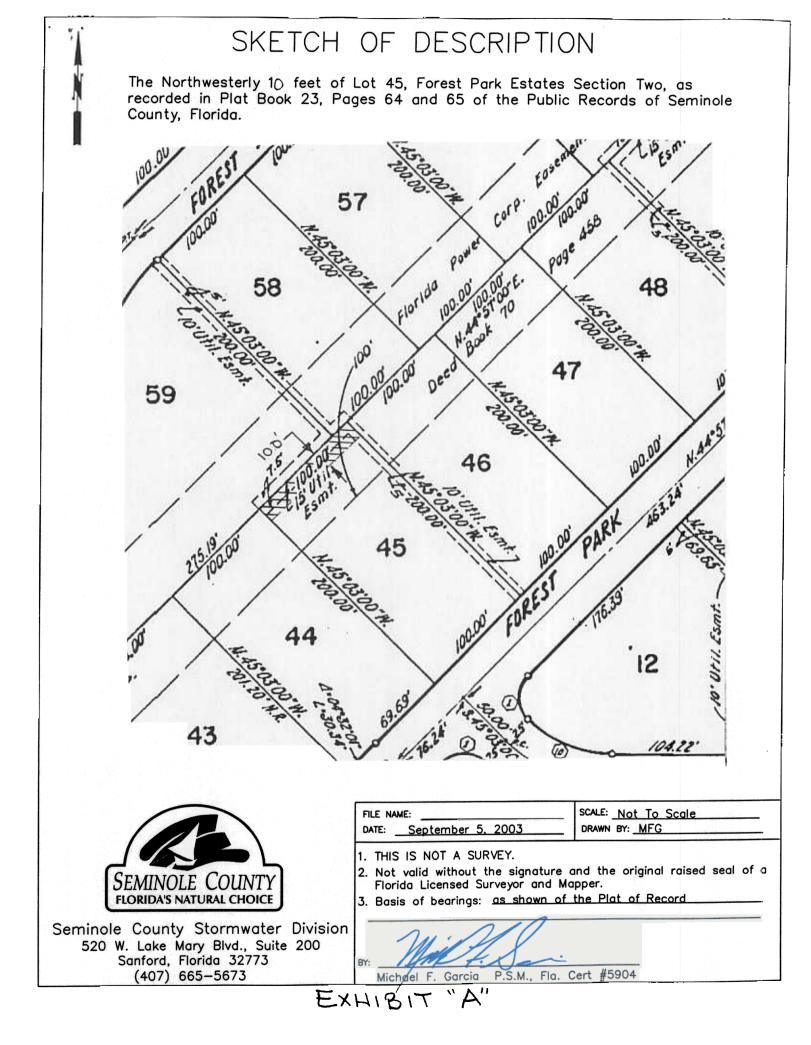
Daryl G. McLain, Chairman

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



1.	Parcel Identification Number (If Parcel ID not available	RETURN FOR (PLEASE REAL Use black ir	D INSTRUCT	RS OF INT ONS ON TI pers as shown	FEREST IN HE BACK O	REAL P F THIS F	ROPERT	RE COMPLETIN	NOT R. 07/98 BLE
_	please call County Property Appraiser's Office) →	07-2	ן - ג דוז	ansaction is a	FD-	000	•	0 4 3 0 erty was improved	
2.	Mark (x) all Multi-parc that apply transactio	n? → └	an	cutout from other parcel?	, → Dorothy	m R	of sal	ouilding(s) at time e/transfer?	
3.	Grantor (Seller): KODE	at w. t	First	and	M			ne (if applicable)	
	304 Forest	<u>Park</u> (ircle (-Ongwo	od F	L State	<u>774 3 3</u> Zip Cod	() e Phone No.	
4.	Grantee (Buver):						Semin		-4
1	101 E. 1st	st.	First Sanfo	rd	μ FL	.3	1772		, 65-5710
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9.	Was the sale/transfer finance	ed? YES /			dicate type or	types of fi	nancing:		
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WHITE COPY TO DEPARTMENT OF REVENUE OFFICE

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Corporate Name (applicable) State Corporate Name (if applicable) State Corporate Name (if applicable) ILD I Corporate Name (if applicable) Last First M Corporate Name (if applicable) Last 3 - 771 VOID Corporate Name (if applicable) Last 3 - 771 VOID Corporate Name (if applicable) Last 3 - 771 VOID Corporate Name (if applicable) Lost of Sale/Transfer Corporate Name (if applicable) Open 20 counsert Corporate Name (if applicable) Mater 20 colspan="2">Corporate Name (if applicable) Open 20 counsert Corporate Name (if applicable) Open 20 counsert Contract/general for the Counsert Name (if applicable) Open 20		n N, Bacchus		J. Bacchus	
4. Grantee (Buyer): Last First Mile School (applicable) 101 E 13+ 5+, First Mile School (applicable) 5. Date of Sala/Transfer Price School (applicable) 6. Date of Sala/Transfer Price School (applicable) 7. Sale Tarsfer Price School (applicable) 8. Ortical School (applicable) 8. The of Document Contract/Agreement Contract/Contract Contract Cont	308 Forest	Park Cirde	. Longwood t	Corporate Name (if	_()
Last First Milling Address Corporate Name(if applicable) T 5. Date of Sale/Transfer Yes / No 6. Type of Document Contract/Agreement COntract/Agreement Contract/Agreement O	4. Grantee (Buyer):		City		(\cdot , \cdot)
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Appendix the selectransfer financed? YES / NO If Yes', please indicate type or types of financing: Conventional Selec Provided Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare Conventional Selectroney, Residential Commercial Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare amount attributable to the personal property. (Round to the nearest dollar.) Conventional Selectroney, Residential Commercial Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare amount attributable to the personal property. (Round to the nearest dollar.) Conventional Selectroney, Residential Commercial Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare State of a personal property (Round to the nearest dollar.) Conventional Selectroney, Residential Commercial Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare amount attributable to the personal property. (Round to the nearest dollar.) Corents Conventional Selectroney, Residential Commercial Industrial Agricultural Miscolaneous Government Vacant Acreage Timeshare amount attributable to the personal property. (Round to the nearest dollar.) Coents Conventional Selectroney, Residential Commercial property Selectroney Selectrone	Mailing A	Address	City		
Warrany Out Claim (Round to the nearest dollar.) (Round to dreanord agent dollaration is based on all in	09/16/2	2003 \$			
8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Tille detects? Corrective Deed? Mineral rights? YES / NO 9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing: Agreement or Conventional Seller Provided Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare that apply 10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare mark (x) all the sale/transfer If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) 11. To the best of your knowledge, was personal property YES / NO \$	Warranty Qui	Deed 🔨	outstanding mortgage		
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11. To the best of your knowledge, was personal property YES / NO \$	Mark (x) all	Commercial Industria		s Government Vacant	Acreage Timeshare
Under penalties of perjury. I declare that I have read the tot perform eturn and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge. Signature of Grantor or Grantee or Agent	included in the sale/transfer? I amount attributable to the per	If "Yes", please state the rsonal property. (Round to t		\$, \$,	
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Month Day Year				· · ·	

WHITE COPY TO DEPARTMENT OF REVENUE OFFICE

	FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY (PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING) Use black ink. 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) → 2. Mark (x) all Multi-parc	07-21-29-5FD-0000-0450
that apply transactio 3. Grantor (Seller): David	that ballang(c) at little
312 Forest Pa	First MI Corporate Name (if applicable) ark Circle Long wood FL 32779 ()
4. Grantee (Buyer):	Address City State Zip Code Phone No. Schingle County
1101 E st	St. First Sanford FL 32771 (407 665-57/1
5. Date of Sale/Transfer	
09/16/	2003 Year (Round to the nearest dollar.)
for	Deed Other 7. Are any mortgages on the property? If "Yes", YES / Notestanding mortgage balance:
Deed Qu	vit Claim (Round to the nearest dollar.) \$
such as: Forced sale by cou	dge, were there unusual circumstances or conditions to the sale/transfer rt order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? YES / N interest? Related to seller by blood or marriage.
9. Was the sale/transfer finance	ed? YES / NO If "Yes", please indicate type or types of financing:
Conventional	Seller Provided Agreement or Contract for Deed Other
10. Property Type: Residentia Mark (x) all	Agreement or Seller Provided Contract for Deed Other Institutional/ al Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare
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