

Item # 62

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: County Road 15/Elder Creek Regional Stormwater Facility Project –
Permanent Drainage and Temporary Construction Easements

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

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Mark E. Flomerfelt **EXT.** 5710
W. Gary Johnson, P.E., Director Mark E. Flomerfelt, P.E., Division Manager

Agenda Date 12/14/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the Permanent Drainage Easement and Temporary Construction Easement Agreements from Seminole County Victim's Rights Coalition, Inc., to Seminole County for the County Road 15/Elder Creek Regional Stormwater Facility Project.

District 5: Commissioner Carey (Mark Flomerfelt)

BACKGROUND:

The enclosed easement agreements reflect a Permanent Drainage Easement and a Temporary Construction Easement donated to the County. No County funds will be used for acquiring these easements. The easements will allow for drainage improvements related to the County Road 15/Elder Creek Regional Stormwater Facility Project.

Attachments:
Temporary Construction Easement
Permanent Drainage Easement

Reviewed by: JK
Co Atty: _____
DFS: _____
Other: _____
DCM: JK
CM: JK
File No. CPWS04

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made and entered into this 6th day of October, 2004, between Seminole County Victim's Rights Coalition, Inc, whose address is: P.O. Box 2921, Sanford, Florida 32772, hereinafter referred to as 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 referred to as the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during to period of construction, to enter upon the following described lands:

AS DESCRIBED IN THE ATTACHED EXHIBIT "A"

Parcel Tax I.D. 16-19-30-5AC-0000-00E0

For the purpose of tying in and harmonizing said property thereon with the construction to be undertaken by the County on the County Road 15 / Elder Creek project, and for the purposes of utilizing said property for all other purposes that the GRANTEE deems or may subsequently deem necessary or desirable during the course of the road construction project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put to by the COUNTY, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the COUNTY in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from the beginning of construction of the project; provided however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

PREPARED BY:
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

GRANTOR covenants that the GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure to COUNTY if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

Thomas Radza

Print Name: THOMAS RADZA

Jeanne Gold

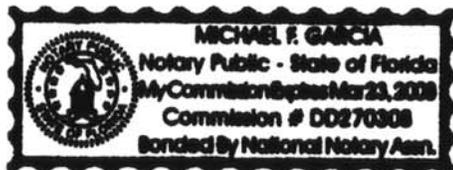
Seminole County Victim's Rights Coalition, Inc

By: Jeanne Gold
Executive Director

Sharon Johnson
Print Name: SHARON JOHNSON

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6TH day of OCTOBER, 2004, by JEANNE GOLD, who is () personally known to me or (X) who has produced A FLORIDA DRIVERS LICENSE as identification and who did take an oath.



Michael F. Garcia
Notary Signature
Print Name: MICHAEL F. GARCIA

Commission # _____
My Commission Expires: _____

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Daryl McLain, Chairman
Board of County Commissioners

Date: _____

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

As authorized for execution by the Board of
County Commissioners at their
_____, 2003 regular meeting

County Attorney

Date

DESCRIPTION:

A portion of Section 21, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

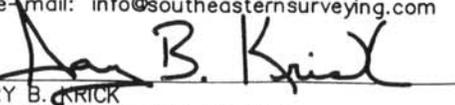
Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 21, thence along the South line of said Section 21, N 89°58'08" E, 631.58 feet; thence departing said South line N00°01'52" W, 15.00 feet to a point on the Northerly right-of-way of Narcissus Avenue per W.B. Cardall's Map of St. Joseph, Plat Book 1, Page 114, Seminole County, Florida said point also being the POINT OF BEGINNING; thence N 00°01'52" W, 13.60 feet; thence N 89°58'08" E, 32.00 feet; thence S 00°01'52" E, 13.60 feet to a point on said Northerly right-of-way; thence along said Northerly right-of-way S 89°58'08" W, 32.00 feet to the Point of Beginning.

Containing 435 square feet, more or less.

SURVEYOR'S NOTE:

The Bearings shown hereon are based on the Northerly right-of-way of Narcissus Avenue, being S 89°58'08" W, established from the Florida State Plane Coordinate NAD 83, Florida East Zone.

SHEET 1 OF 2

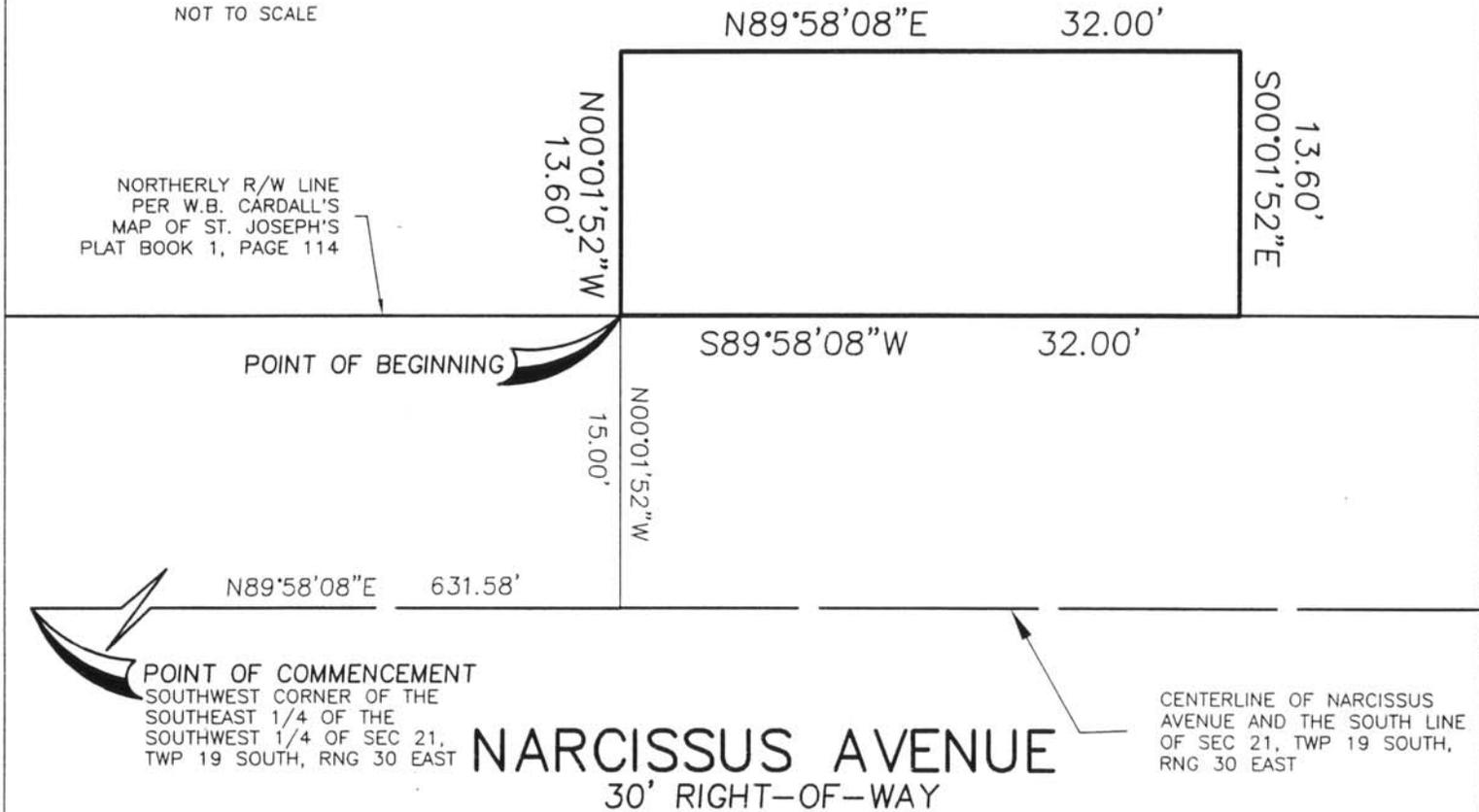
Sketch & Description	Date: January 30, 2003		 SOUTHEASTERN SURVEYING & MAPPING CORP. 324 North Orlando Avenue Maitland, Florida 32751-4702 (407) 647-8898 CERT. NO. LB2108 e-mail: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245	46795022
	FOR Camp, Dresser & McKee, Inc.	Job No.: 46795		Scale: Not to Scale
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
EXHIBIT "A"				

SKETCH OF DESCRIPTION



NOT TO SCALE

NORTHERLY R/W LINE
PER W.B. CARDALL'S
MAP OF ST. JOSEPH'S
PLAT BOOK 1, PAGE 114



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF SEC 21,
TWP 19 SOUTH, RNG 30 EAST

NARCISSUS AVENUE
30' RIGHT-OF-WAY

CENTERLINE OF NARCISSUS
AVENUE AND THE SOUTH LINE
OF SEC 21, TWP 19 SOUTH,
RNG 30 EAST

ABBREVIATIONS:
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
R/W = RIGHT-OF-WAY

Drawing No. 46795022
Job No. 46795
Date: January 30, 2003 DC
Sheet 2 of 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407)647-8898 fax(407)647-1667
Cert. No LB-2108
email: info@southeasternsurveying.com

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. 16-19-30-5AC-0000-00E0

THIS PERMANENT DRAINAGE EASEMENT signed and given on 6TH day of OCTOBER, 2004, by the GRANTOR, who is: Seminole County Victim's Rights Coalition, Inc, and the Grantor's address is: P.O. Box 2921, Sanford, Florida 32772, 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:

GRANTOR:

Thomas Radzai

Jeanne Gold

Print Name: THOMAS RADZAI

Seminole County Victim's Rights Coalition, Inc.

By: Jeanne Gold
Executive Director

Sharon Johnson
Print Name: S. SHARON JOHNSON

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6TH day of OCTOBER, 2004, by JEANNE GOLD, who is () personally known to me or (X) who has produced FLORIDA DRIVERS LICENSE as identification and who did take an oath.



Michael F. Garcia
Notary Signature
Print Name: MICHAEL F. GARCIA

Commission # _____
My Commission Expires: _____

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Daryl McLain, Chairman
Board of County Commissioners

Date: _____

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

As authorized for execution by the Board of
County Commissioners at their
_____, 2003 regular meeting

County Attorney

Date

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

The South 15.00 feet of the following described parcel of land as recorded in Official Records Book 5093, Page 1616 of the Public Records of Seminole County, Florida:

The East one acre of Lot E and the South 1/2 of Lot F, (less the East 150 feet of the West 329.65 feet) St. Joseph's, according to the Plat thereof as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida. (Less road right-of-way). LESS and EXCEPT the East 1/2 of the South 1/2 of Lot F, ST. Joseph's according to the Plat thereof as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida.

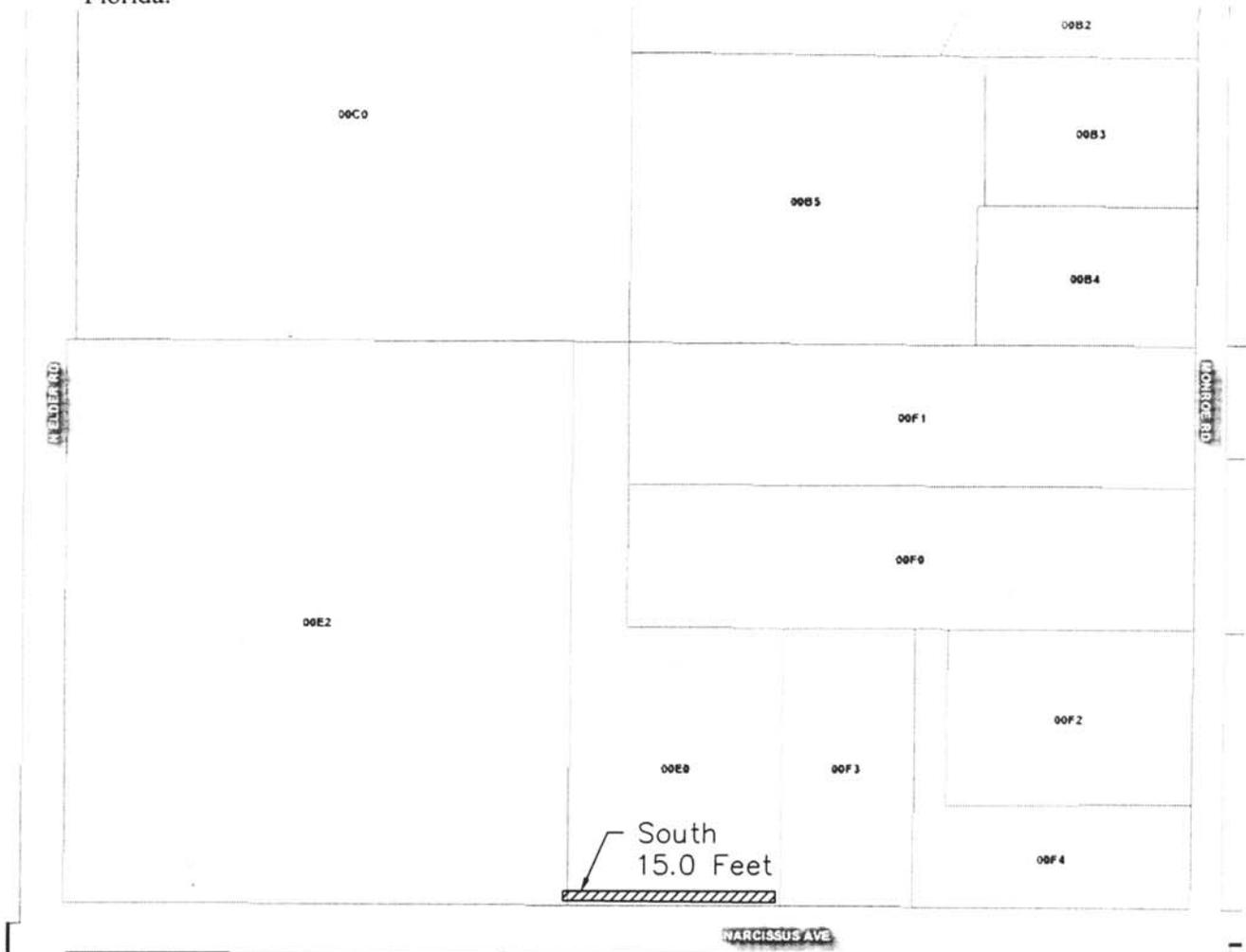


EXHIBIT "A"

FILE NAME: Safehouse Easement.dwg

SCALE: NOT TO SCALE

DATE: June 9, 2004

DRAWN BY: MFG

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: Not Applicable

BY:

Michael F. Garcia P.S.M., Fla. Cert #5904



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