

RESOLUTION
of the
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

ACCEPTING A DRAINAGE EASEMENT FROM ANTHONY L.
MARIANY, FOR PROPERTY INTEREST NEEDED FOR THE
PROTECTION OF LYNWOOD AVENUE AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for drainage protection of Lynwood Avenue located in Section 18, Township 21 South, Range 29 East in Seminole County, Florida; and

WHEREAS, the drainage protection of Lynwood Avenue will require a Drainage Easement not now owned by the County of Seminole; and

WHEREAS, Anthony L. Mariany, has indicated his willingness to donate to Seminole County the required Drainage Easement (Attachment 1) as evidenced by the executed Drainage Easement accompanying this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County hereby accepts the Drainage Easement executed by the property owners listed above, conveying to Seminole County the interests in the land described within the documents attached to this Resolution as Attachment 1.

BE IT FURTHER RESOLVED that said documents be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS 28th DAY OF APRIL, 2020

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.

Jay Zembower, Chairman

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
ASSISTANT COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7254

PERMANENT DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 11 day of DECEMBER 2019, by and between **ANTHONY L. MARIANY**, whose address is 1229 Lynwood Avenue, Apopka, Florida 32703, in this Easement referred to as the "GRANTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Easement referred to as the "GRANTEE."

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and GRANTEE's assigns, an exclusive, perpetual, and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct, and maintain, as GRANTEE and GRANTEE's assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation, or disposal areas or any combination of these items, together with appurtenant drainage structures, over, under, upon, and through the following described lands situated in the County of Seminole, State of Florida:

See Legal and Sketch Description attached hereto as Exhibit "A."

Property Appraiser's Parent Parcel Identification No.: 18-21-29-503-0000-1020,
(The "Easement Area")

TO HAVE AND TO HOLD this easement and right-of-way unto GRANTEE and GRANTEE's assigns forever.

GRANTEE and GRANTEE's assigns have the right to clear, keep clear, and remove from the Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, or maintenance of the drainage or any structures installed on the Easement Area by GRANTEE and GRANTEE's assigns. GRANTOR and GRANTOR's successors and assigns shall not build, construct, or create, or permit others to build, construct, or create any buildings or other structures on the Easement Area that may interfere with the location, excavation, operation, or maintenance of the drainage or any structures installed in the Easement Area.

GRANTEE as part of the consideration of this grant shall assume all public responsibility and liability for the installation, maintenance, and operation of the drainage system described

ATTACHMENT 1 (cont'd)

above at all times. GRANTEE shall hold GRANTOR harmless from all liability related to the drainage system described above to the extent permitted by Section 768.28, Florida Statutes (2019), as this statute may be amended from time to time. It is further acknowledged that GRANTOR has had and will have no involvement whatsoever with the location, installation, maintenance, or operation of the drainage system described above.

GRANTOR hereby covenants with GRANTEE, that GRANTOR is lawfully seized and possessed of the Easement Area, that GRANTOR has a good and lawful right to convey this Easement and that it is free from all encumbrances.

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

ATTEST:

Witness

Print Name

Witness

Print Name

ANTHONY L. MARIANY

Date



STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 11 day of DECEMBER, 2019, by ANTHONY L. MARIANY, ☐ who is personally known to me or ☒ who has produced FLDL as identification.

NOTARY PUBLIC

Print Name

Notary Public in and for the County
and State Aforementioned

My commission expires: 10-15-2022

DGS/dre

10/17/19

Attachment:

Exhibit "A" - Legal description and Sketch

T:\Users\Legal Secretary CSB\Public Works\Instruments\2019\Mariany Permanent Drainage Easement.docx

SCHEDULE "A"

DESCRIPTION:

A portion of Lot 102, Lynwood according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, Public Records of Orange County, Florida, being more particularly described as follows:


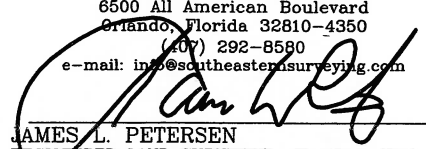
Begin at the Southwest corner of Lot 102, Lynwood according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, Public Records of Orange County, Florida, said point being on the East right of way line of Lynwood Avenue as shown on said plat; thence North 00°36'45" East, a distance of 10.00 feet along said East right of way line to a point on a line that is 10.00 feet North of and parallel with the South line of said Lot 102; thence South 89°23'15" East, a distance of 152.94 feet along said parallel line to a point on the West line of a 20.00 foot wide Drainage Easement as shown on said plat; thence South 00°36'45" West, a distance of 10.00 feet along the West line of said Drainage Easement to a point on said South line; thence North 89°23'15" West, a distance of 152.94 feet along said South line to the POINT OF BEGINNING.

Containing 1,529 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of Lot 102, Lynwood according to the plat thereof recorded in Plat Book 12, Pages 70 through 73, Public Records of Orange County, Florida being North 89°23'15" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 05/16/2019 KR		Certification Number LB2108 61944003
	Job Number: 61944	Scale: 1" = 30'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
FOR ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.		 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	

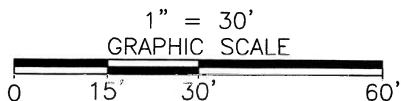
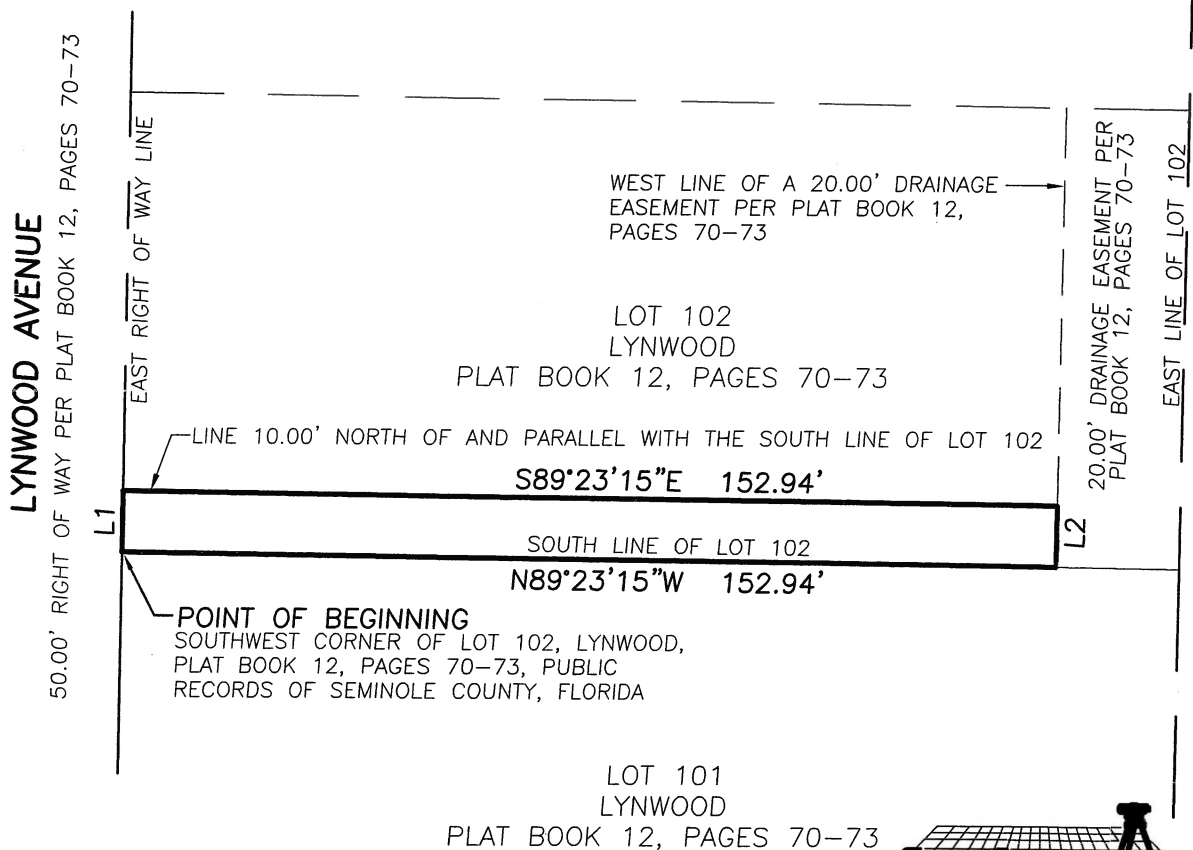
SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°36'45"E	10.00'
L2	S00°36'45"W	10.00'

LEGEND :

L1 = LINE NUMBER

LOT 103
LYNWOOD
PLAT BOOK 12, PAGES 70-73



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

Certification Number LB2108
e-mail: info@southeasternsurveying.com