



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-962, **Version:** 1

Interoffice Memorandum

DATE: June 18, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Anmber Ayub, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval of Permanent Access, Construction and Maintenance Easement by Pro-Staff Investments, LLC and Orange County, and authorization to disburse funds to pay all recording fees and record instrument for Little Wekiva River (Parcel 802A). District 2. **(Real Estate Management Division)**

PROJECT: Little Wekiva River (Parcel 802A)

PURPOSE: To provide permanent access for construction and maintenance of erosion control measures and appurtenant drainage facilities.

ITEM:

Permanent Access, Construction and Maintenance Easement
Size: 1,105.27 square feet

BUDGET: NA

REVENUE: NA

FUNDS: NA

APPROVALS:

Real Estate Management Division
County Attorney's Office

REMARKS: This Permanent Access, Construction and Maintenance Easement (Easement) was negotiated as part of Stipulated Final Judgment recorded April 29, 2024, Official Records Doc No. 20240244042.

This judgement specified that upon payment of the settlement amount of \$41,550 to Pro-Staff Investments, LLC (Owner), the County shall release the Easement from escrow to be recorded. The Owner confirmed receipt of the settlement funds on June 10, 2024. Stormwater Management Division to pay recording fees.

Project: Little Wekiva River
Instrument: 802A

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 09 2024

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

PERMANENT ACCESS, CONSTRUCTION AND MAINTENANCE EASEMENT

THIS INDENTURE, made and executed the 25 day of March, 2024, by Pro-Staff Investments, LLC, a Florida limited liability company, whose address is 6211 Edgewater Drive, Orlando, Florida 32811, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$20,400 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a permanent access, construction and maintenance easement, more particularly defined in Schedule "B" attached, over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

33-21-29-0000-00-079

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns forever.

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple, subject to matters of record that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted subject to matters of record and will defend the same against the lawful claims of all persons whomsoever.

Project: Little Wekiva River
Instrument: 802A

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name

Signed, sealed and delivered in our presence as witnesses:

Pro-Staff Investments, LLC,
a Florida limited liability company

Signature: Ushra Caldeyro

Print Name: USHRA CALDEYRO

Address: 1190 Business Center

Dr, Lake Mary FL 32746

By: [Signature]

Print Name: Robert Welch

Title: President

Signature: [Signature]

Print Name: Keena Flanagan

Address: 1190 Business Center

Dr. Lake Mary, FL 32746

Address: 1780 Brackenhurst Pk
Ch MARY FL 32746

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence, or online notarization, this 25 day of March, 2024, by Robert Welch, as President of Pro-Staff Investments, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she is personally known to me, or has produced _____ as identification.



Deanna Woodall
Notary Public, State of Florida

Deanna Woodall
Name typed, printed or stamped
My Commission Expires: July 22, 2024

This instrument prepared by:
Elaine M. Asad, Esq.
Orange County Attorney's Office
201 S. Rosalind Avenue
Orlando, Florida 32801

Project: Little Wekiva River
Instrument: 802A

SCHEDULE A

(Legal Description)

LEGAL DESCRIPTION
PARCEL: 802A
ESTATE: PERPETUAL EASEMENT
PURPOSE: ACCESS AND MAINTENANCE

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION:

All that tract or parcel of land lying in Section 33, Township 21 South, Range 29 East, Orange County Florida, being a portion of lands described in Official Records Book 7148, Page 2153 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of the Southeast 1/4 of Section 33, Township 21 South, Range 29 East, Orange County, Florida; Thence North 89° 54' 11" West along the North line of the Southeast 1/4 of said Section 33, a distance of 2,682.11 feet to the Northeast Corner of the Southwest 1/4 of said Section 33; Thence South 00° 20' 59" East along the East line of the Southwest 1/4 of said Section 33, a distance of 656.83 feet to a point on the Easterly projection of the South line of Lot 73, W.R. Munger's Subdivision, as recorded in Plat Book E, Page 7 of the Public Records of Orange County, Florida; Thence North 89° 58' 03" West along said Easterly projection and along the South line of said Lot 73, a distance of 199.73 feet to the Point of Intersection of said South line and the East line of a 50.00 foot outfall ditch easement as described in Official Records Book 521, Page 277 of the Public Records of Orange County, Florida; Thence South 10° 34' 43" West along said East line, a distance of 845.25 feet to the Northwest Corner of Lands described in Official Records Book 7148, Page 2153 of the Public Records of Orange County, Florida; Thence continue South 09° 39' 36" West along said East line, said line also being the West line of Lands described in Official Records Book 7148, Page 2153 of the Public Records of Orange County, Florida, a distance of 63.97 feet to the POINT OF BEGINNING; Thence departing said West line run South 71° 30' 25" East, a distance of 12.55 feet; Thence run South 10° 09' 14" West, a distance of 18.56 feet; Thence run South 06° 14' 17" West, a distance of 18.30 feet; Thence run South 00° 30' 12" West, a distance of 18.16 feet; Thence run South 04° 57' 08" West, a distance of 20.88 feet; Thence run South 09° 41' 04" West, a distance of 20.11 feet; Thence run South 08° 39' 47" West, a distance of 5.68 feet; Thence run South 16° 13' 21" East, a distance of 4.41 feet; Thence run South 24° 00' 05" West, a distance of 4.38 feet; Thence run North 82° 09' 21" West, a distance of 6.46 feet; Thence run North 71° 19' 08" West, a distance of 2.39 feet to the Southeast Corner of document number 20170534918; Thence run North 09° 38' 03" East, along said East line a distance of 41.38 feet; Continuing along said East line run North 04° 55' 36" West, a distance of 39.78 feet to a point on the West line of Lands described in said Official Records Book 7148, Page 2153 of the Public Records of Orange County, Florida; Thence run North 09° 38' 03" East, a distance of 31.44 feet to the POINT OF BEGINNING.

Containing therein 1,105.27 Square Feet more or less.

SURVEYOR'S NOTES:

1. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
2. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearings shown hereon are relative to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment (NAD83/90) East Zone. Bearing basis is based on the West line of lands described in Official Records Book 7148, Page 2153 of the Public Records of Orange County, Florida. Bearing being South 09° 38' 03" West (Assumed).
6. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
7. This is not a boundary survey.




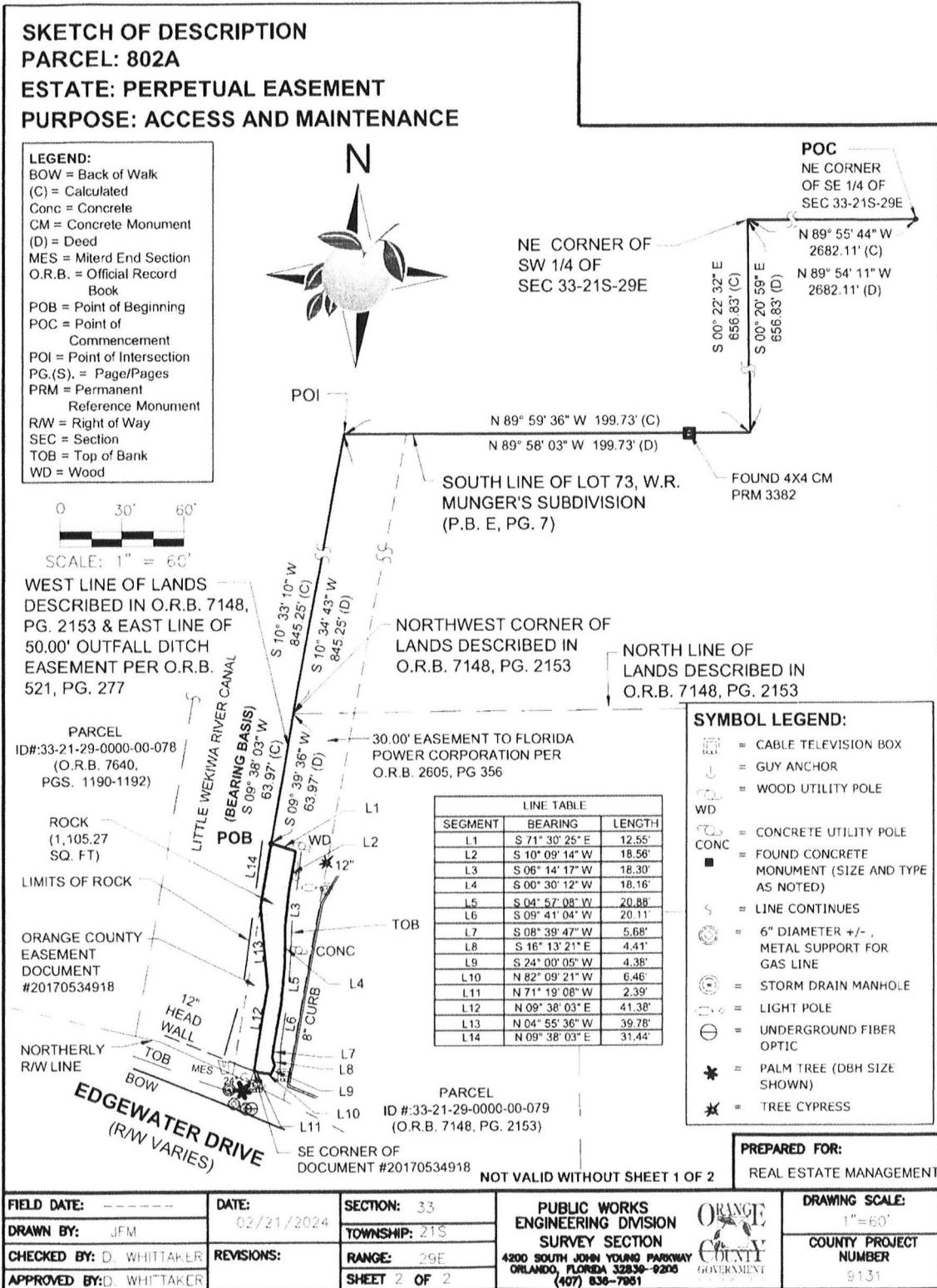
DANIEL WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 564E
DATE: 02/21/2024

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEET 2 OF 2

FIELD DATE:	DATE: 02/21/2024	SECTION: 33	 PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-0200 (407) 836-7861	DRAWING SCALE: N/A
DRAWN BY: JFM	REVISIONS:	TOWNSHIP: 21S		COUNTY PROJECT NUMBER 9131
CHECKED BY: D. WHITTAKER		RANGE: 29E		
APPROVED BY: D. WHITTAKER		SHEET 1 OF 2		



SCHEDULE B

SCHEDULE "B"

Little Wekiva River Erosion Control Project

Parcel 802A

Permanent Access, Construction and Maintenance Easement

Parcel 802A is a permanent non-exclusive easement for access, construction and maintenance, with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing erosion control measures which will be located within the GRANTEE'S easement lying generally along the banks of Little Wekiva River ("River Right of Way"). The Parcel may be used by GRANTEE to fill and grade within the River Right of Way, to fill and grade within the Parcel, and to provide GRANTEE access within the Parcel through the adjacent public right-of-way to perform operation, maintenance, repair and reconstruction activities within the River Right of Way. The Parcel may also be used by GRANTEE to connect drainage pipes from GRANTOR'S adjacent property to convey stormwater from GRANTOR's adjacent property to the Little Wekiva River Right of Way within the erosion control measures. GRANTOR and its successors and assigns shall have the permanent right to convey stormwater from GRANTOR's adjacent property to the River Right of Way through such drainage pipes.

GRANTEE's access to and from Parcel 802A shall be directly from the adjacent Edgewater Drive public right-of-way. GRANTEE shall not use GRANTOR's adjacent property and its driveway and vehicular parking improvements for access to and from Parcel 802A.

THE GRANTEE and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions out of and away from the granted easement that may interfere with access, construction of the erosion control measures, or the operation, maintenance, repair and reconstruction of the erosion control measures within the River Right of Way, the mitered end section and pipe, and appurtenant facilities. The GRANTORS and their heirs, successors and assigns shall not build, construct, or create, nor permit others to build, construct, or create any building, utilities, or other structures on the granted easement that may interfere with access, construction of the erosion control measures, the operation, maintenance, repair and reconstruction of the erosion control measures within the River Right of Way, and appurtenant facilities.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, access, open space, and setback area.

The easement is for the purposes noted herein and does not obligate the GRANTEE to perform any maintenance or other duties.