

**RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

PROVIDING FOR THE EXCHANGE OF CERTAIN PROPERTIES BETWEEN SEMINOLE COUNTY AND LAKE SYLVAN OAKS HOMEOWNERS’ ASSOCIATION, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125.37, Florida Statutes (2023), authorizes the exchange of real property interests by counties in accordance with certain procedures; and

WHEREAS, Seminole County and Lake Sylvan Oaks Homeowners’ Association, Inc., referred to in this capacity in this Resolution as “Association,” desire to implement the exchange of properties described in the Agreement attached as Attachment “1” to this Resolution (“the Agreement”); and



WHEREAS, the notice and publication requirements of Section 125.37, Florida Statutes (2023), have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT:

1. The Board of County Commissioners of Seminole County, Florida, hereby implements the noticed exchange of real property with Association.
2. The Board of County Commissioners of Seminole County, Florida, authorizes the Chairman to execute the County Deed attached to this Resolution as Attachment “2” for the property described in the Agreement as the “Lift Station Parcel” to Association in exchange for Association executing the Utility Easement attached to this Resolution as Attachment “3” to

Seminole County for the property described in the Agreement as the Utility Easement Parcel and for other consideration as described in the Agreement.

3. The Board of County Commissioners of Seminole County, Florida, further finds Association has petitioned County for a release of mineral rights on the Lift Station Parcel.

4. The Board of County Commissioners of Seminole County, Florida further finds the Lift Station Parcel being conveyed by County is too small to have practical value for mining, it is unknown whether any valuable minerals exist on Lift Station Parcel, and the Lift Station Parcel is not in a location conducive to mining operations of any kind.

5. Therefore, the Board of County Commissioners of Seminole County, Florida, in accordance with Section 270.11, Florida Statutes (2023), approves the release of County's interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on or under the Lift Station Parcel with the privilege to mine and develop the Lift Station Parcel, Association having petitioned for this release.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners of Seminole County, Florida, is authorized to execute the Agreement attached to this Resolution as Attachment "1".

[Balance of this page intentionally blank; signatory page follows on Page 3.]

This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

Date _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202___, regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

DGS/sfa
02/12/2024

- Attachments:
Attachment "1" – Agreement
Attachment "2" – County Deed
Attachment "3" – Utility Easement

Authority: Section 125.37, Florida Statutes (2023)
Section 270.11, Florida Statutes (2023)

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ATTACHMENT "1"

AGREEMENT BETWEEN SEMINOLE COUNTY AND LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC. FOR CONSTRUCTION AND INSTALLATION OF WASTEWATER INFRASTRUCTURE

This Agreement is made and entered into by and between **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 Agreement referred to as "COUNTY," and **LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.**, whose address is 2214 Lake Sylvan Oaks Court, Sanford, Florida 32771, in this Agreement referred to as "ASSOCIATION."

WITNESSETH:

WHEREAS, ASSOCIATION is a homeowners' association in Seminole County that is responsible for the subdivision known as Lake Sylvan Oaks; and

WHEREAS, Lake Sylvan Oaks has an existing lift station that has a record of performing at less than satisfactory levels; and

WHEREAS, the parties have determined that it is in their best interest to eliminate the existing lift station in Lake Sylvan Oaks and to design and install a gravity piping system to a nearby lift station known as the Buckingham Lift Station; and

WHEREAS, the purpose of this Agreement is to implement the change described above.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions.

The following definitions apply to this Agreement:

(a) “Lift Station Parcel” means Tract C, as described and depicted in the plat for Lake Sylvan Oaks as recorded in Plat Book 80, Pages 86-87, Official Records of Seminole County, Florida.

(b) “Utility Easement Parcel” means the portions of Tracts B and C, as described and depicted in the plat for Lake Sylvan Oaks as recorded in Plat Book 80, Pages 86-87, Official Records of Seminole County, Florida, as such portions of Tracts B and C are described in the attached Exhibit A.

Section 3. COUNTY Responsibilities.

(a) Pursuant to Section 125.37, Florida Statutes (2023), COUNTY shall execute and deliver a County Deed for the Lift Station Parcel to ASSOCIATION in exchange for ASSOCIATION granting a Utility Easement over, under and across the Utility Easement Parcel to COUNTY as described in Section 4(a) below. COUNTY shall pay all costs associated with this exchange, including newspaper publication of notice cost, title insurance, as applicable, and any other closing cost except for attorney’s fees incurred by ASSOCIATION, if any.

(b) COUNTY shall demolish the existing lift station on the Lift Station Parcel, remove single existing tree adjacent to the Lift Station Parcel, and install new underground sewer infrastructure in the Utility Easement Parcel.

(c) COUNTY will be responsible for the ongoing site maintenance during the construction process and the restoration of the site once the construction has been completed.

(d) COUNTY shall clean the sub-surface structures to be demolished before removal. All demolished sub-surface structures will be removed to 3-feet below the ground surface. Once

cleaned and demolished, COUNTY shall backfill the site with clean fill in preparation for final surface restoration.

(e) COUNTY's final surface restoration will include the removal of all surface structures except for the existing manhole and installation of new sod that matches the existing type of grass. The existing concrete driveway approach between the curb and sidewalk will be removed.

(f) COUNTY shall try to avoid conflicts with or the disturbance of ASSOCIATION's walls or trees during construction. COUNTY shall repair all damages during construction.

(g) ASSOCIATION will not be responsible for any costs associated with the installation of the new infrastructure, demolition of the old infrastructure, or restoration of the site once the construction has been completed.

Section 4. ASSOCIATION Responsibilities.

(a) Pursuant to Section 125.37, Florida Statutes (2023), ASSOCIATION shall grant to COUNTY a utility easement in the Utility Easement Parcel for the installation and maintenance of the infrastructure necessary to ultimately abandon the existing County-owned Lake Sylvan Oaks Lift Station in exchange for the County Deed described in Section 3(a) above.

(b) ASSOCIATION will be responsible for the ongoing site maintenance of the Lift Station Parcel once the construction of the new underground sewer infrastructure has been completed and for the landscape maintenance of the Utility Easement Parcel.

(c) ASSOCIATION hereby grants COUNTY and its contractors a right of access to the Lake Sylvan Oaks subdivision to accomplish the construction activities described in this Agreement.

Section 5. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

As to COUNTY:

County Manager
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

As to ASSOCIATION:

Lake Sylvan Oaks Homeowners Association, Inc.
2205 Lake Sylvan Oaks Court
Sanford, Florida 32771

Section 6. Representations. The person executing this Agreement on behalf of ASSOCIATION represents: (a) he or she is the President of ASSOCIATION; (b) this document has been reviewed and duly approved for binding execution with all the formalities required by law; and (c) ASSOCIATION has likewise authorized the undersigned to bind ASSOCIATION to the terms and conditions contained in this Agreement.

Section 7. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 8. Parties Bound. This Agreement is binding upon and inures to the benefit of ASSOCIATION and COUNTY, and their successors and assigns.

Section 9. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents or employees have any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 10. Force Majeure. In the event any party under this Agreement fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then this party will not be in default of this Agreement, provided that the party recommences performance when the event has ceased its effect.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 12. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 13. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 14. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting ASSOCIATION, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ASSOCIATION is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 16. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 17. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. This Agreement will remain in effect until all performance required by the Agreement has been completed.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.

Witness

By: _____
JT DYLAN OGLINE, President

Print Name

Date: _____

Witness

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202___, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachment
Exhibit A – Sketch and Description

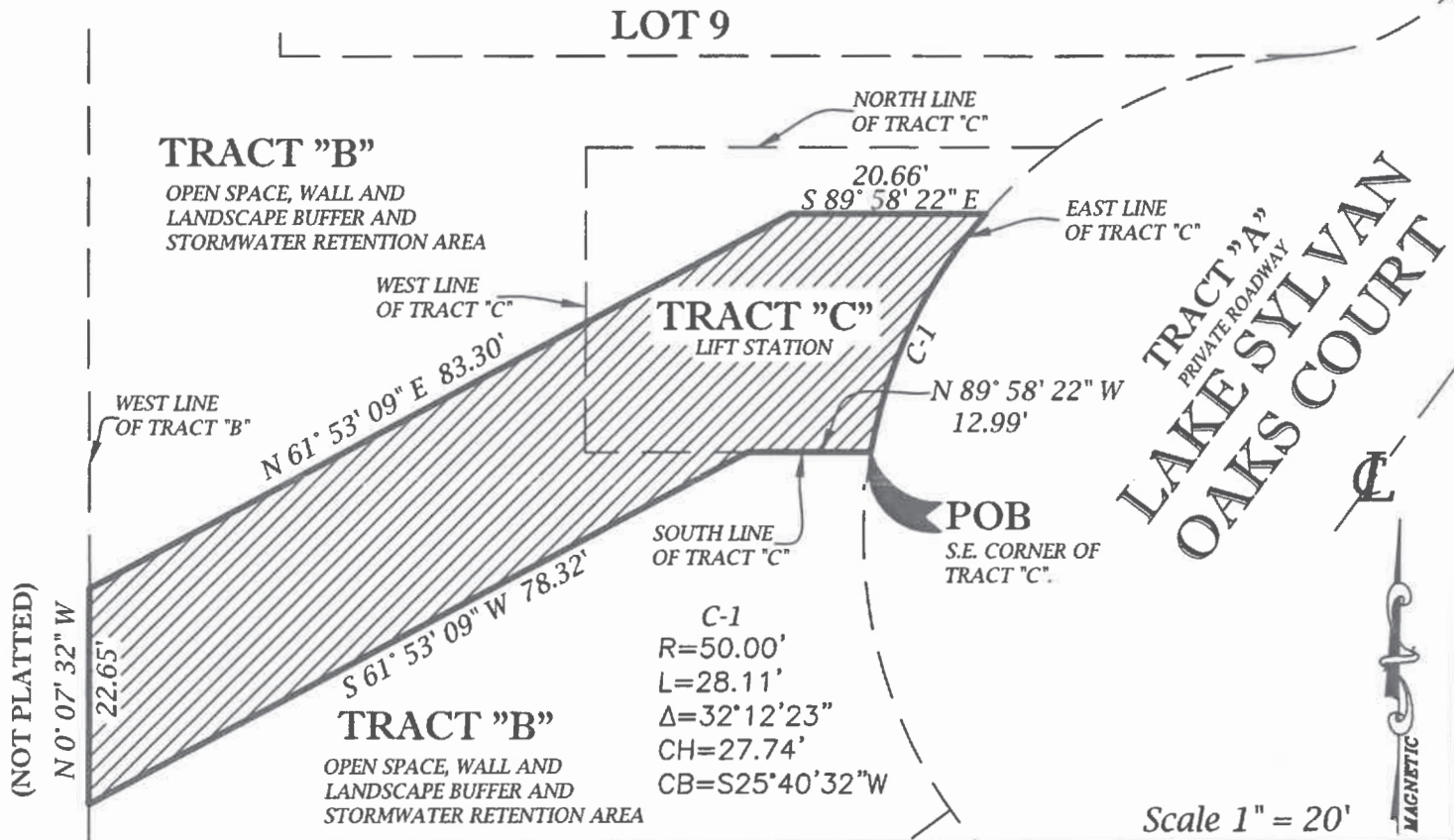
DGS/sfa
01/17/2024

T:\Users\Legal Secretary CSB\Environmental Services\2023\Lake Sylvan Oaks Lift Station\Lake Sylvan Oaks Construction Agreement 01.17.2024.docx

SKETCH OF DESCRIPTION

DESCRIPTION: A PORTION OF TRACT "B" AND TRACT "C", OF LAKE SYLVAN OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ALL LYING IN SECTION 36, TOWNSHIP 19 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "C", OF LAKE SYLVAN OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N 89°58'22" W, ALONG THE SOUTH LINE OF SAID TRACT "C", A DISTANCE OF 12.99 FEET; THENCE DEPARTING SAID SOUTH LINE OF TRACT "C", S 61°53'09" W, A DISTANCE OF 78.32 FEET TO THE WEST LINE OF TRACT "B" OF SAID PLAT OF LAKE SYLVAN OAKS; THENCE N 0°07'32" W, ALONG THE WEST LINE OF SAID TRACT "B", A DISTANCE OF 22.65 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT "B", N 61°53'09" E, A DISTANCE OF 83.30 FEET; THENCE S 89°58'22" E, A DISTANCE OF 20.66 FEET TO THE EAST LINE OF TRACT "C" OF SAID PLAT OF SYLVAN OAKS, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE FROM A CHORD BEARING OF S 25°40'32" W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'23", A DISTANCE OF 28.11 FEET TO THE POINT OF BEGINNING. CONTAINING 2000.68 SQUARE FEET MORE OR LESS.



SEMINOLE COUNTY
SURVEY SECTION
OF THE
ROADS-STORMWATER DIVISION
OF THE
PUBLIC WORKS DEPARTMENT
149 BUSH LOOP BLVD.
SANFORD, FLORIDA 32773
407-665-5647

SURVEYOR'S NOTES

BEARINGS BASED ON: ASSUMED DATUM, HOLDING THE SOUTH LINE OF TRACT "C",
AS BEING N 89°58'22" W

1. THIS IS NOT A SURVEY
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. ATTENTION IS DIRECTED TO THE FACT THAT THE SCALE OF THESE MAPS MAY BE ALTERED BY REPRODUCTION AND/OR ELECTRONIC FILE CONVERSION OF THE ORIGINAL DRAWING FILE FORMAT. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL SEAL OF THE SURVEYOR AND THE STATE OF FLORIDA



BY:

RAYMOND D. F. PHILLIPS LICENSE # 7015

FIELD DATE: N/A
DATE: 05/26/2023
JOB NAME: 23-006 B

SCALE: 1" = 20'
DRAWN BY: T.E.
CHECKED BY: R.F.P.

ATTACHMENT "2"

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this ____ day of _____, 2024, by **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 instrument referred to as "GRANTOR," and **LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 2214 Lake Sylvan Oaks Court, Sanford, FL 32771, in this instrument referred to as "GRANTEE."

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, releases, conveys, and confirms unto GRANTEE and GRANTEE's heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

TRACT "C", OF LAKE SYLVAN OAKS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, ALL LYING IN SECTION 36, TOWNSHIP 19 SOUTH, RANGE 29 EAST (the "Property").

Property Tax I.D. No.: 36-19-29-517-0C00-0000

GRANTOR, in accordance with Section 270.11, Florida Statutes (2023), releases GRANTOR's interest in, and title in and to all the phosphate, minerals, and metals that are or may be in, on or under the Property with the privilege to mine and develop the Property, GRANTEE having petitioned for this release. The reasons justifying such release is that the Property is too small to have practical value for mining, it is unknown whether any valuable minerals exist on the Property, the Property is not in a location conducive to mining operations of any kind, and without full mineral rights, GRANTEE would have great difficulty obtaining financing for the Property.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in GRANTOR's name by its Board of County Commissioners acting by the Chairman or Vice Chairman of this Board, on the date stated above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2024, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



ATTACHMENT "3"

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 2024, by and between **LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.**, a not for profit corporation, whose address is 2214 Lake Sylvan Oaks Court, Sanford, Florida 32771, in this instrument referred to as "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 instrument referred to as "GRANTEE."

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby grants and conveys to GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct and maintain, as GRANTEE and its assigns may deem necessary, water pipes, sewer pipes, mains, and any other utility facilities and appurtenances over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida:

See attached Exhibit "A" for legal description and sketch (the "Easement Property")

Property Identification No.: Portions of 36-19-29-517-0B00-0000 and 36-19-29-517-0C00-0000

TO HAVE AND TO HOLD the Easement Property unto GRANTEE and its assigns forever.

GRANTEE and its assigns have the right to clear, keep clear and remove from the Easement Property all trees, undergrowth, and other obstructions that may interfere with the location, excavation, operation or maintenance of the utilities or any facilities installed on or under the Easement Property by GRANTEE and its assigns. GRANTOR and GRANTOR's successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on or under the Easement Property that may interfere with the location, excavation, operation or maintenance of the utilities, or any facilities installed on or under the Easement Property. However, GRANTOR may maintain landscaping on the Easement Property conditioned on such landscaping not interfering with GRANTEE's utilities and facilities.

GRANTEE, in performing any work in the Easement Property as described in this Utility Easement, shall use every reasonable precaution to limit the disturbance of the existing ground or

improvements within the Easement Property. Following any such work, GRANTEE shall restore the natural ground and improvements, including any existing fences or walls, within the Easement Property as close as possible to the condition prior to such work.

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

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

WITNESSES:

LAKE SYLVAN OAKS HOMEOWNERS ASSOCIATION, INC.

Signature

By: _____

Print Name

Title: _____

Signature

Date

Print Name



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this ___ day of _____, 202__, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of physical presence or online notarization _____, as _____ of Lake Sylvan Oaks Homeowners Association, Inc. who is personally known to me or who has produced _____ as identification. S/He acknowledged before me that s/he executed the foregoing instrument as such officer in the name and on behalf of the not for profit corporation.

Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

Attachment:

Exhibit A – Legal Description and Sketch

DGS/sfa

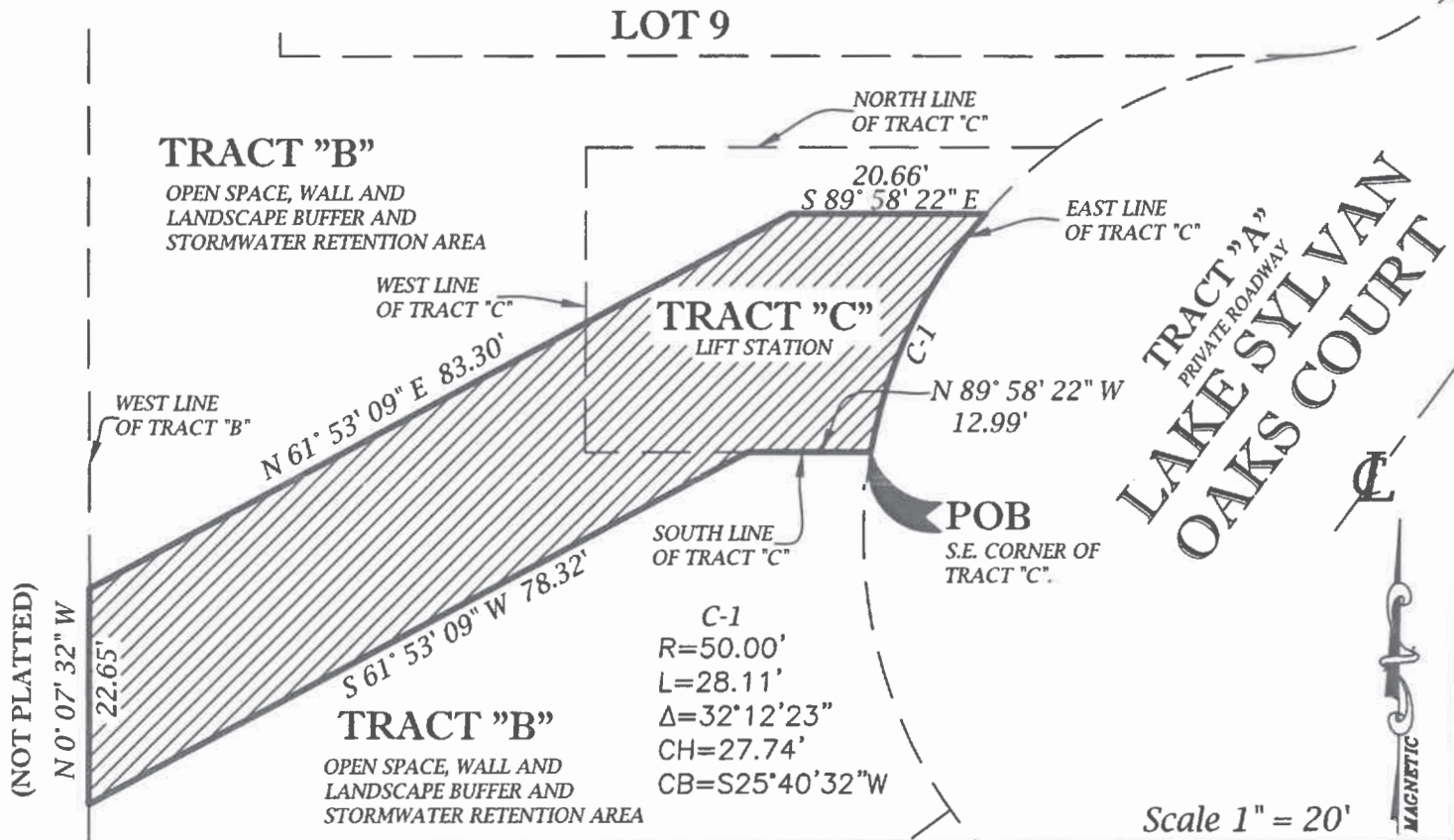
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T:\Users\Legal Secretary CSB\Environmental Services\2023\Lake Sylvan Oaks \Utility Easement 01.17.2024.docx

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SEMINOLE COUNTY

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NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL SEAL OF THE SURVEYOR AND THE STATE OF FLORIDA



BY:

RAYMOND D. F. PHILLIPS LICENSE # 7015

FIELD DATE: N/A

DATE: 05/26/2023

JOB NAME: 23-006 B

SCALE: 1" = 20'

DRAWN BY: T.E.

CHECKED BY: R.F.P.