
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Charter Oaks MSBU - Leasehold Agreement**DEPARTMENT:** Fiscal Services**DIVISION:** MSBU**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Carol Watral**EXT:** 7164**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the First Amendment Lease Agreement and Grant of Temporary Easement documents required in support of the Charter Oaks/Tamarak MSBU.

District 1 Bob Dallari

Kathy Moore

BACKGROUND:

On February 8, 2005, lease agreement and temporary easement grants were established in conjunction with the creation of the Charter Oaks/Tamarak Municipal Services Benefit Unit, Ordinance 2005-3 purposed at wall reconstruction. The intent of the agreements was to provide the required leasehold and easement to the County during the demolition, construction, and payback term of the proejct. The agreement expiration date was based on time estimates for securing a construction contract and completing the project. Due to difficulties and delays in obtaining a qualified contract, the project was completed later than initially anticipated. Although the original agreements remain active, they will expire prior to the final assessment payment due date of March 31, 2019. The first Amendment documents submitted for execution will extend the expiration date of the original agreement to March 31, 2019. With the exception of the amended section, the original agreement will remain in effect as originally written.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Chairman to execute the First Amendment Lease Agreement and Grant of Temporary Easement documents required in support of the Charter Oaks/Tamarak MSBU.

ATTACHMENTS:

1. Pool
2. Dembosz
3. Schmidt
4. Schlicting

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**FIRST AMENDMENT TO LEASE AGREEMENT
AND GRANT OF TEMPORARY EASEMENT**

THIS ~~FIRST AMENDMENT~~ is made and entered into this _____ day of _____, 20____ 2nd is to that certain Lease Agreement and Grant of Temporary Easement made and entered into on December 5, 2004, between **HAROLD D. POOL AND SANDRA L. POOL**, whose address is 1720 Bomi Circle, Winter Park, Florida 32792, hereinafter referred to as "LANDLORDS," 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, LANDLORDS and COUNTY entered into the above-referenced Agreement on December 5, 2004, for the purpose of constructing a wall which requires an easement over a portion of LANDLORD'S property for access and construction; and

WHEREAS, the parties desire ~~to~~ ^{to} amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 9 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. TERM. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approves establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be

located on LANDLORD'S property, as described in Exhibit "A", and shall terminate on March 31, 2019, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

I WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

LANDLORDS

Witness _____

Print Name _____



By: deceased
HAROLD D. POOL

Date: 1/15/06

By: [Signature]
SANDRA L. POOL

Date: 6/2/08

STATE OF FLORIDA
COUNTY OF SEMINOLE

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2 day of June by Sandra L Pool

The foregoing instrument was acknowledged before me this _____ day of _____

SEAL [Signature] Notary

SEAL _____ Notary



Type of ID Florida Driver License

Type of ID _____

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/18/07
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**FIRST AMENDMENT TO LEASE AGREEMENT
AND GRANT OF TEMPORARY EASEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Lease Agreement and Grant of Temporary Easement made and entered into on November 30, 2004, between **MARTIN J. DEMBOSZ**, whose address is 1608 Bomi Circle, Winter Park, Florida 32792, hereinafter referred to as "LANDLORDS," 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 "COUNTY".

W I T N E S S E T H :

WHEREAS, LANDLORDS and COUNTY entered into the above-referenced Agreement on November 30, 2004, for the purpose of constructing a wall which requires an easement over a portion of LANDLORD'S property for access and construction; and

WHEREAS, the parties desire ~~to~~ amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 9 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. TERM. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approves establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be

located on LANDLORD's property, as described in Exhibit 'A', and shall terminate on March 31, 2019, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

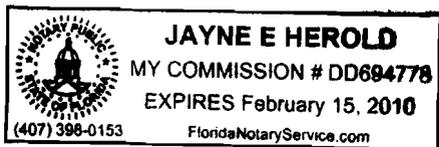
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

Stephen Bennett
Witness
STEPHEN BENNETT
Print Name
Norman Herold
Witness
Norman Herold
Print Name

LANDLORDS
[Signature]
By: MARTIN J. DEMBOSZ
Date: May 17 2008

(County Signature Page Follows)



Jayne Herold
5/17/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/18/07
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**FIRST AMENDMENT TO LEASE AGREEMENT
AND GRANT OF TEMPORARY EASEMENT**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20__ and is to that certain Lease Agreement and Grant of Temporary Easement made and entered into on November 3, 2004, between **JIM SCHMIDT AND KATHLEEN W. SCHMIDT**, whose address is 1600 Bomi Circle, Winter Park, Florida 32792, hereinafter referred to as "LANDLORDS," 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 'COUNTY'.

W I T N E S S E T H :

WHEREAS, LANDLORDS and COUNTY entered into the above-referenced Agreement on November 3, 2004, for the purpose of constructing a wall which requires an easement over a portion of LANDLORD'S property for access and construction; and

WHEREAS, the parties desire  to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 9 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. **TERM.** This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approves establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be

located on LANDLORD's property, as described in Exhibit "A", and shall terminate on March 31, 2019, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

LANDLORDS

Michelle M. Stodoming
Witness
Michelle M. Stodoming
Print Name
Karem Archiles
Witness
Karem Archiles
Print Name

 By: JIM SCHMIDT
Date: 6/3/08

Michelle M. Stodoming
Witness
Michelle M. Stodoming
Print Name
Karem Archiles
Witness
Karem Archiles
Print Name

By: Kathleen W. Schmidt
KATHLEEN W. SCHMIDT
Date: 6/3/08

STATE OF FLORIDA
COUNTY OF SEMINOLE

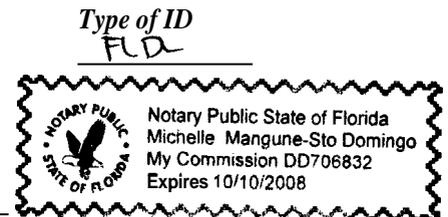
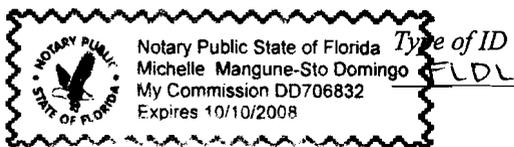
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 3rd day of JUNE 2008 by JIM SCHMIDT

The foregoing instrument was acknowledged before me this 3rd day of JUNE 2008 by KATHLEEN W. SCHMIDT

SEAL Michelle M. Stodoming Notary

SEAL Kathleen W. Schmidt Notary



(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/18/07
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**FIRST AMENDMENT TO LEASE AGREEMENT
AND GRANT OF TEMPORARY EASEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Lease Agreement and Grant of Temporary Easement made and entered into on November 8, 2004, between PAUL F. SCHLICHTING AND CYNTHIA S. SCHLICHTING, whose address is 1716 Bomi Circle, Winter Park, Florida 32792, hereinafter referred to as "LANDLORDS," 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 "COUNTY".

W I T N E S S E T H :

WHEREAS, LANDLORDS and COUNTY entered into the above-referenced Agreement on November 8, 2004, for the purpose of constructing a wall which requires an easement over a portion of LANDLORD's property for access and construction; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 9 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. TERM. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approves establishment of a Municipal

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/18/07
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