



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: November 4, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: William J. Blackham, Assistant Manager *WJB*
Real Estate Management Division

FROM: Tamara Pelc, Senior Title Examiner *TP*
Real Estate Management Division *TP*

CONTACT PERSON: William J. Blackham, Assistant Manager

DIVISION: Real Estate Management
Phone: (407) 836-7352

ACTION REQUESTED: Approval and execution of Utility Easement between The School Board of Orange County, Florida and Orange County, Florida and authorization to record instrument

PROJECT: Lake Gem Elementary School (18-U-070) OCU File No. 96845
District 2

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

ITEM: Utility Easement
Cost: Donation
Size: 840 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: The County is executing the Utility Easement to show acceptance of the terms and conditions.

Grantor to pay recording fees.

This instrument prepared by and return to:
Laura L. Kelly, Esq.
Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 01 2020

This is a Donation

Project: Lake Gem Elementary School (18-U-070)
OCU File No. 96845

This easement constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

UTILITY EASEMENT

THIS INDENTURE, made this 13th day of March, 2020, between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 ("GRANTOR"), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose post office address is P. O. Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH, that GRANTOR, in consideration of the sum of \$10.00 and other good and valuable considerations, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive easement for the limited purpose of constructing a domestic water meter, irrigation back flow preventer and any appurtenances thereto (the "Facilities"), including installation, repair, replacement and maintenance of same, with fully authority to enter upon, excavate, construct, repair, replace and maintain, as the GRANTEE and its assigns may deem necessary, under, upon and above the following described lands situated in Orange County, Florida aforesaid, to wit:

See attached Exhibit "A"

A portion of Tax Parcel I.D. Number: 02-22-28-5844-00-430
(the "Easement Area")

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

GRANTEE shall use all commercially reasonable efforts to direct its employees, contractors, consultants and agents, to undertake all work in the Easement Area in a safe and prudent manner, and in such manner that the normal, orderly construction and operation of any adjacent public school is not unreasonably disturbed. GRANTEE, its successors, assigns, employees, contractors, subcontractors, laborers, consultants, agents, licensees, guests and invitees shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the construction, use or operation of any adjacent public school, or that would weaken, diminish or impair the lateral or subjacent support to any improvement located or to be constructed on the campus of any adjacent public school. Further, GRANTEE shall comply with all applicable federal, state, and county laws, regulations and ordinances, and such permits that GRANTEE requires, with respect to the construction, installation, repair, replacement, maintenance and use of the Facilities in the Easement Area; further, GRANTEE shall comply with GRANTOR'S policies that are applicable to GRANTEE'S activities under this easement to the extent such policies do not unreasonably impair GRANTEE'S rights provided herein.

GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the Facilities placed thereon by GRANTEE and its assigns; however, GRANTEE shall have no responsibility for the general maintenance of the Easement Area.

GRANTOR retains the right to use, access and enjoy and to permit others to use, access and enjoy the Easement Area for any purpose whatsoever that will not unreasonably interfere with GRANTEE'S rights provided herein.

GRANTOR hereby covenants and agrees that no new buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within sixty (60) days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. In the exercise of the rights and privileges granted hereunder, GRANTEE shall not damage or disturb any improvements located outside of the Easement Area and, upon completion of any work on the premises, shall repair and restore any site improvements located within the Easement Area to the satisfaction of the GRANTOR. GRANTEE shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed in the Easement Area by GRANTEE, and GRANTOR shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon GRANTOR'S premises by GRANTEE, its employees, agents and contractors, and the exercise of any of GRANTEE'S rights and privileges hereunder shall be at GRANTEE'S sole risk and expense and GRANTEE covenants to indemnify and hold GRANTOR harmless from any and all damages and injuries, whether to persons or property arising from GRANTEE'S negligent construction, operation and maintenance and repair of the facilities.

GRANTEE may at any time change the location of the Facilities within the boundaries of the Easement Area, or modify the size of the Facilities as it may determine in its sole discretion from time to time (the "Modifications") without paying any additional compensation to Grantor or Grantor's heirs, successors or assigns, provided Grantee does not expand its use beyond the Easement Area. Prior to commencing any Modifications, Grantee shall notify Grantor's Department of Facilities Services and furnish such department with a description of the proposed Modifications. Grantee shall notify the Principal of the adjacent public school prior to performing Modifications; provided, however, no prior notification to the Department of Facilities Services or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis, so long as the Grantee notifies the Principal and Department of Facilities Services as soon as possible thereafter.

GRANTEE shall repair any damage to any property, facilities or improvements of GRANTOR located in the Easement Area or adjacent thereto, including, without limitation, parking areas, driveways, walkways, recreational facilities and landscaping, if such damage is incident to GRANTEE'S use of the Easement Area.

GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Throughout the term of this easement, GRANTEE shall maintain general liability insurance or self-insurance in compliance with the limits provided in §768.28, Fla. Stat. Upon request by GRANTOR, GRANTEE shall furnish evidence of such insurance or self-insurance to GRANTOR. For actions attributable to the exercise of its rights under this easement, GRANTEE will indemnify and hold harmless GRANTOR, its agents, employees and elected officials to the extent provided in §768.28, Fla. Stat., as same may be amended from time to time. The terms of this indemnification shall survive any termination of this easement.

GRANTEE expressly acknowledges and agrees to comply with any and all rules and regulations of the Jessica Lunsford Act, if applicable, and any and all rules or regulations implemented by GRANTOR in order to comply with the Jessica Lunsford Act, if applicable.

THIS EASEMENT is granted subject to all matters of record and without warranty as to the Easement Area's suitability for use as an easement.

Nothing herein shall be construed as a waiver of GRANTEE'S or GRANTOR'S sovereign immunity provided under §768.28, Fla. Stat., as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the Easement Area by GRANTEE, its agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

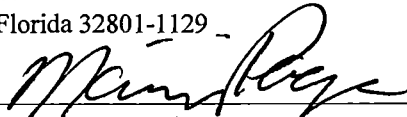
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these presents to be signed on the dates provided below.

**GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA**

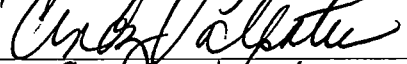
Grantor(s) mailing address:
445 West Amelia Street
Orlando, Florida 32801-1129



Teresa Jacobs, as Chair

Witness: 

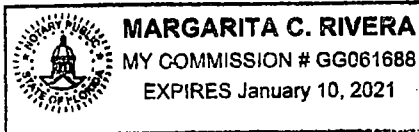
Print Name: Marieliz Pagan

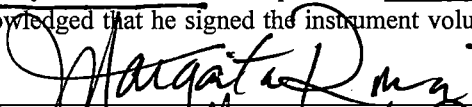
Witness: 

Print Name: Cindy Valentin

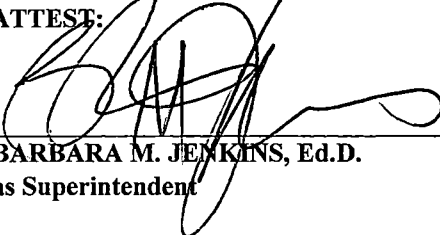
STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 13th day of March, 2020, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he signed the instrument voluntarily for the purpose expressed in it.

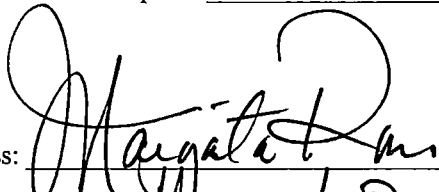




Notary Public:
Name: Margarita Rivera
Commission No: _____
My Commission Expires: _____

ATTEST:


BARBARA M. JENKINS, Ed.D.
as Superintendent

Witness: 

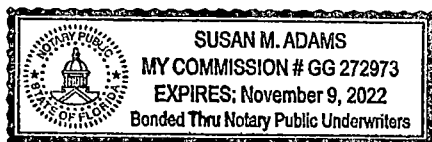
Print Name: Margarita Rivera

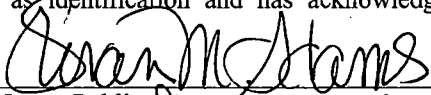
Witness: 

Print Name: Marieliz Pagan

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 13th day of March, 2020, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.





Notary Public
Name: Susan M. Adams
Commission No. _____
My Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

By: Laura Kelly
Laura Kelly, Esq.

Date: March 5, 2020

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris
John T. Morris, Chief Facilities Officer

Date: MARCH 6, 2020

"GRANTEE"
ORANGE COUNTY, FLORIDA
By Board of County Commissioners

By: Jerry L. Demings
Jerry L. Demings,
Orange County Mayor

Date: 1 December 2020

ATTEST: Phil Diamond, CPA County Comptroller, As Clerk to the Board of County Commissioners

By: Noelia Perez
Deputy Clerk
Noelia Perez
Printed Name

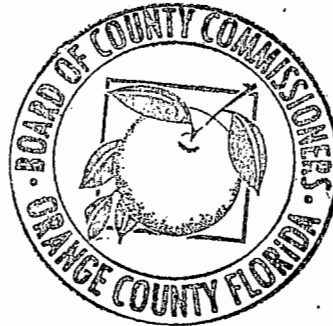


Exhibit "A"

PLEASE SEE ATTACHED

UTILITY EASEMENT SKETCH AND DESCRIPTION
LAKE GEM ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-U-070
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A PORTION OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE OF BLOODHOUND STREET AND THE NORTH LINE OF THE PLAT OF HIAWASSEE OAKS UNIT 4B, PER PLAT BOOK 28, PAGE 94 OF THE ORANGE COUNTY RECORDS, FLORIDA; THENCE N89°34'22"E ALONG SAID NORTH LINE FOR A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N89°34'22"E A DISTANCE OF 24.00 FEET; THENCE N00°25'38"W A DISTANCE OF 35.00 FEET; THENCE S89°34'22"W A DISTANCE OF 24.00 FEET; THENCE S00°25'38"E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES (840 SQUARE FEET) MORE OR LESS.

SURVEY REPORT:

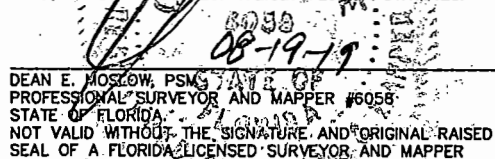
1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF HIAWASSEE OAKS UNIT 4B PLAT PER PLAT BOOK 28, PAGE 94 OF ORANGE COUNTY RECORDS, FLORIDA WITH AN ASSUMED BEARING N89°34'22"E.
2. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO RECORDS PROVIDED BY THE CLIENT, AND TO EXISTING FIELD MONUMENTATION.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED OR UN-RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CERTIFICATE OF AUTHORIZATION #3763.

DATE: 08-14-19

DRAWN BY: LYB CHECKED BY: DEM JOB NO.: W23-13 SHEET: 2 of 2 DRAWING NAME: UTILITY EASEMENT

John B. Webb & Associates, Inc.
 CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
 925 S. DENNING DRIVE
 WINTER PARK, FLORIDA 32789
 PH: (407) 622-9322 FAX: (407) 622-9325
 EMAIL: WEBBENGR@AOL.COM

THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 5J-17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027, FLORIDA STATUTES.

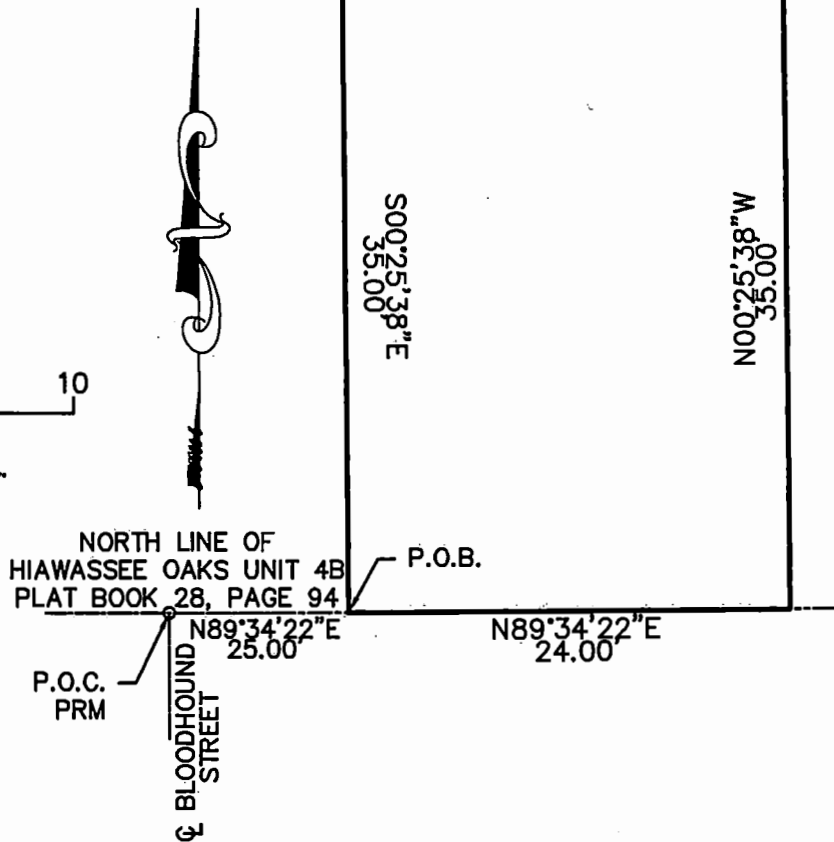
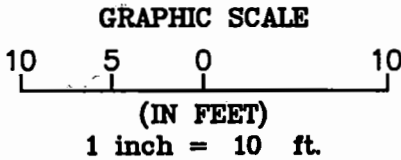

 DEAN E. MOSKOW, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER #6058
 STATE OF FLORIDA
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/22/2020

UTILITY EASEMENT SKETCH AND DESCRIPTION
LAKE GEM ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-U-070
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ. FT. SQUARE FEET
- PRM PERMANENT REFERENCE MONUMENT
- Δ CENTRAL ANGLE
- R RADIUS
- L LENGTH
- TAN TANGENT
- CH CHORD LENGTH
- CB CHORD BEARING
- ℄ CENTERLINE



NOTES:
 PLEASE REFER TO SHEET 2
 FOR SURVEY REPORT AND
 LEGAL DESCRIPTION

THIS IS NOT A SURVEY

DATE: 08-14-19

DRAWN BY: LYB CHECKED BY: DEM JOB NO.: W23-13 SHEET 1 OF 3 DRAWING NAME: EASEMENT

John B. Webb & Associates, Inc.
 CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
 925 S. DENNING DRIVE
 WINTER PARK, FLORIDA 32789
 PH: (407) 622-9322 FAX: (407) 622-9325
 EMAIL: WEBBENGR@AOL.COM

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08-19-19
 DEAN E. MOSLOW, PSM
 PROFESSIONAL SURVEYOR AND MAPPER #6058
 STATE OF FLORIDA
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/22/2020