



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 9

**DATE:** November 8, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager  
Real Estate Management Division

**FROM:** Mary Tiffault, Senior Title Examiner  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**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:** OCPS School Site 49-E-W-4 (Water Spring Elementary School) #96865  
District 1

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

**ITEM:** Utility Easement  
Cost: Donation  
Size: 200 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.

*REC for PBS*

A handwritten signature in black ink, appearing to be "MS" or similar initials, enclosed in a small circle.

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 03 2019

This is a Donation

Project: OCPS School Site 49-E-W-4 (Water Spring Elementary School) #96865

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 9<sup>th</sup> day of August, 2019, 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 reclaimed water meter 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: 18-24-27-0000-00-012  
(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.

**[Signature Pages Continue Next]**

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

*Kathleen B. Gordon*  
For **TERESA JACOBS, as Chair**

Witness: *[Signature]*

Print Name: Martin Gutierrez

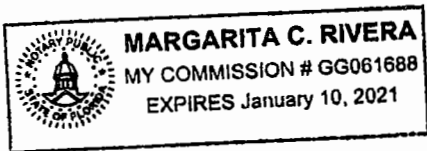
Witness: *[Signature]*

Print Name: Nancy L. Condon

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

*Kathleen Gordon*

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2019, 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.



*Margarita Rivera*  
Notary Public:  
Name: Margarita Rivera  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ATTEST:

*[Signature]*  
**BARBARA M. JENKINS, Ed.D.**  
as Superintendent

Witness: *[Signature]*

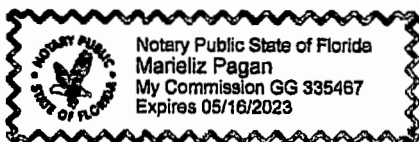
Print Name: Arabia Henley

Witness: *Margarita Rivera*

Print Name: Margarita Rivera

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

The foregoing instrument was acknowledged before me this 9 day of August, 2019, 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.



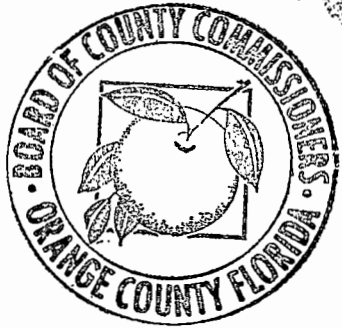
*Marieliz Pagan*  
Notary Public  
Name: Marieliz Pagan  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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 L. Kelly  
Laura L. Kelly, Esquire  
Date: Aug 6, 2019

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris  
John T. Morris, Chief Facilities Officer  
Date: 8/8, 2019



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

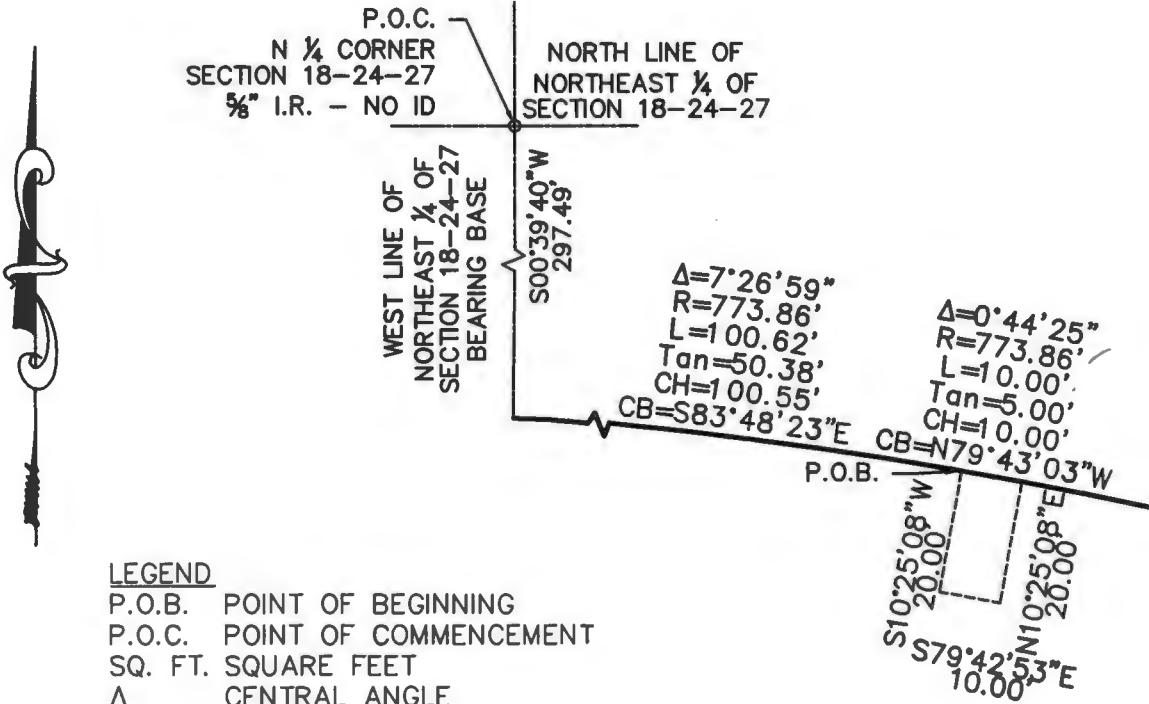
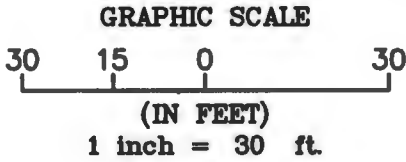
By: Jerry L. Demings  
for Jerry L. Demings,  
Orange County Mayor  
Date: 3 Dec 19

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

By: Noelia Peres  
for Deputy Clerk  
Noelia Peres  
Printed Name

# EXHIBIT 'A'

**UTILITY EASEMENT SKETCH AND DESCRIPTION**  
**BELTWAY COMMERCE CENTER PHASE II**  
**SITE 49-E-W-4 ELEMENTARY SCHOOL**  
**O.C. PROJECT NUMBER 18-E-054**  
**SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST**  
**ORANGE COUNTY, FLORIDA**



- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - SQ. FT. SQUARE FEET
  - $\Delta$  CENTRAL ANGLE
  - R RADIUS
  - L LENGTH
  - TAN TANGENT
  - CH CHORD LENGTH
  - CB CHORD BEARING

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

**THIS IS NOT A SURVEY**

DATE: 04-25-19

DRAWN BY: LYB	CHECKED BY: DEM	JOB NO.: W15-03	SHEET 1 of 2	DRAWING NAME: EASEMENT
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**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: WEBBENGROAOL.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. MOZLOW, 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

**UTILITY EASEMENT SKETCH AND DESCRIPTION  
 BELTWAY COMMERCE CENTER PHASE II  
 SITE 49-E-W-4 ELEMENTARY SCHOOL  
 O.C. PROJECT NUMBER 18-E-054  
 SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
 ORANGE COUNTY, FLORIDA**

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A PORTION OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ¼ CORNER OF SAID SECTION 18 OF THE ORANGE COUNTY RECORDS, FLORIDA; THENCE S00°39'40"W ALONG THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION FOR A DISTANCE OF 297.49; THENCE DEPARTING SAID WEST LINE THROUGH A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 773.86 FEET, A LENGTH OF 100.62 FEET, A CENTRAL ANGLE OF 07°26'59", AND A CHORD OF S83°48'23"E AND 100.55 FEET TO A POINT OF BEGINNING; THENCE S10°25'08"W A DISTANCE OF 20.00 FEET; THENCE S79°42'53"E A DISTANCE OF 10.00 FEET; THENCE N10°25'08"E A DISTANCE OF 20.00 FEET; THENCE THROUGH A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 773.86 FEET, A LENGTH OF 10.00 FEET, A CENTRAL ANGLE OF 00°44'25", AND A CHORD OF N79°43'03"W AND 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.00 ACRES (200 SQUARE FEET) MORE OR LESS.

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF NORTHEAST ¼ OF SECTION 18-24-27 WITH AN ASSUMED BEARING S00°39'40"W.
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: 04-25-19

DRAWN BY:	LYB	CHECKED BY:	DEM	JOB NO.:	W15-03	SHEET	2 OF 2	DRAWING NAME:	EASEMENT
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*DEAN E. MOSKOW* 08-14-19

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DEAN E. MOSKOW, PSM  
 PROFESSIONAL SURVEYOR AND MAPPER #6055  
 STATE OF FLORIDA.  
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER