



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

DATE: October 25, 2019

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

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

FROM: Tamara Pelc, Senior Title Examiner *TP*
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 Elementary School Site 25-E-SW-4 (18-E-045) 96841
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: 1,000 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
NOV 12 2019

This is a Donation

Project: OCPS Elementary School Site 25-E-SW-4 (18-E-045) 96841

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 11th day of September, 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 fire line master meter, irrigation 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"

Tax Parcel I.D. Number: 06-24-28-0000-00-016

(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, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures within the Easement Area that interferes with the normal operation or maintenance of the Facilities. In the event any of the Facilities are located above-ground, GRANTEE shall have the right to build, construct or install fencing around the Facilities in the Easement Area if reasonably required to protect the safety and security of the Facilities and normal operation thereof; provided; however, the fencing shall not unreasonably interfere with GRANTOR's use of the Easement Area or the remaining property owned by GRANTOR, and the exact location and type of fencing must be previously approved by GRANTOR in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

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.

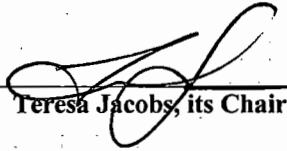
Nothing herein shall be construed as a waiver of GRANTEE'S or GRANTOR'S sovereign immunity provided under §768.28, Fla. Stat., as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

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.

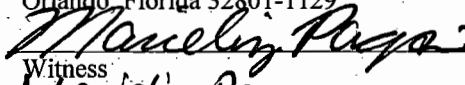
[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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

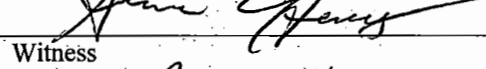
**GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA**


Teresa Jacobs, its Chair

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


Witness

Marieliz Pagan
Print or Type Name of First Witness

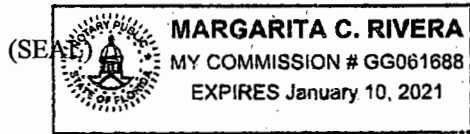

Witness

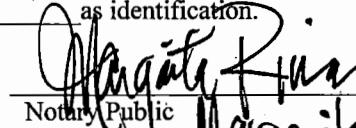
Arabia Henley
Print or Type Name of Second Witness

*(Names must be typed on or printed under each signature)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 16th day of September, 2019, by Teresa Jacobs, as Chair of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or who have produced _____ as identification.

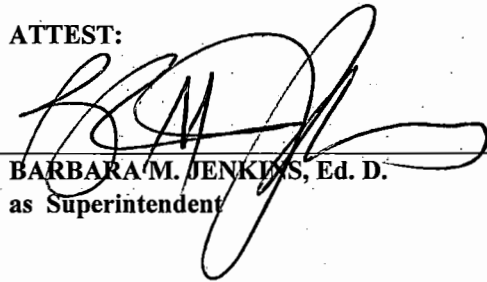



Notary Public

Margarita Rivera
Print Name

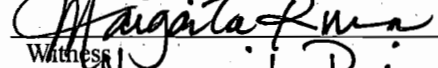
Serial Number: _____
My Commission Expires: _____

ATTEST:


BARBARA M. JENKINS, Ed. D.
as Superintendent


Witness

Marieliz Pagan
Print or Type Name of First Witness


Witness

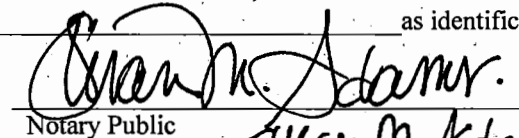
Margarita Rivera
Print or Type Name of Second Witness

*(Names must be typed on or printed under each signature)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of September, 2019, by Barbara M. Jenkins, Ed.D., as Superintendent of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or who have produced _____ as identification.




Notary Public

Susan M. Adams
Print Name

Serial Number: _____
My Commission Expires: _____

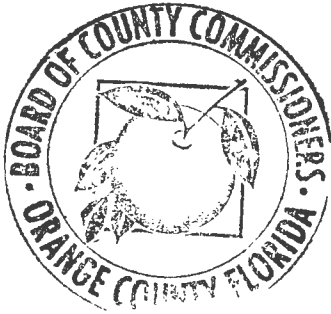
Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

By: Laura L. Kelly
Laura L. Kelly, Esquire
Date: Sept 12, 2019

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris
John T. Morris, Chief Facilities Officer
Date: SEPT 13, 2019

“GRANTEE”
ORANGE COUNTY, FLORIDA
By Board of County Commissioners



By: Jerry L. Demings
Jerry L. Demings,
Orange County Mayor
Date: 12 Nov 19

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

By: Jennifer Klimetz
for Deputy Clerk
Jennifer Klimetz
Printed Name

SKETCH AND DESCRIPTION

OF UTILITY EASEMENT

OF
PROJECT NAME: SITE 25-E-SW-4 ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-E-045
A PORTION OF O.R. 8167, PG. 2778
ORANGE COUNTY, FLORIDA

EXHIBIT "A"

PROJECT NAME: SITE 25-E-SW-4 ELEMENTARY SCHOOL
TITLE: UTILITY EASEMENT 1000 S.F.
O.C.U. PROJECT NUMBER: 18-U-045

DESCRIPTION PREPARED:

A PARCEL OF LAND TO BE USED AS A UTILITY EASEMENT, LOCATED IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AND IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. BEING A PORTION OF A PARCEL OF LAND, AS RECORDED IN OFFICIAL RECORDS BOOK 8167, PAGE 2778. OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 1, ALSO BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6 THENCE S89°57'43"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6 A DISTANCE OF 660.85 FEET; TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE DEPARTING SAID NORTH LINE GO S00°02'42"W ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6 A DISTANCE OF 358.44 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 8167, PAGE 2778. THENCE ALONG THE NORTH LINE OF SAID PARCEL GO N89°57'28"W A DISTANCE OF 505.32 FEET; THENCE GO S42°44'35"W A DISTANCE OF 213.79 FEET; TO THE POINT OF BEGINNING; THENCE DEPARTING AFORESAID NORTH LINE GO S46°53'57"E A DISTANCE OF 50.00 FEET; THENCE GO S42°37'26"W A DISTANCE OF 20.00 FEET; TO THE NORTHEASTERLY RIGHT OF WAY LINE OF TABORFIELD AVENUE, (50' PUBLIC RIGHT OF WAY) THENCE N46°53'57"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 50.00 FEET; TO THE NORTHWEST MOST WESTERLY CORNER OF AFORESAID PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 8167, PAGE 2778. THENCE DEPARTING SAID RIGHT OF WAY LINE N42°37'26"E ALONG THE AFORESAID NORTH LINE OF AFORESAID PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 8167, PAGE 2778. A DISTANCE OF 20.00 FEET; TO THE POINT OF BEGINNING HAVING AN AREA OF 1000.0 SQUARE FEET, MORE OR LESS.

CERTIFIED TO
CHARLES PERRY PARTNERS, INC.

SHEET 1 OF 2
(SEE SHEET 2 FOR SKETCH)

NOTES:

1. PREPARED AS A SKETCH OF DESCRIPTION. *** THIS IS NOT A SURVEY ***
2. THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
7. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP-24-SOUTH, RANGE-28-EAST BEING S89°57'43"E.
8. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.

LEGEND:

L#	=	LINE NUMBER
OR	=	OFFICIAL RECORDS
P.B.	=	PLAT BOOK
PG.	=	PAGE
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POT	=	POINT OF TERMINUS

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THRU .052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES. 405 WEST CENTRAL PARKWAY, ALTAMONTE SPRINGS, FL 32714

REVISIONS: RESPOND TO COMMENTS 08/16/19

PROJECT NO: 18-519 EASE1

SCALE: 1"= 30'

DRAWN BY: HMJ

CHECKED BY: RAE

DATE DRAWN: 03/14/19

FIELD BOOK/PAGE: FILE



ELLIS SURVEYS LLC
Land Surveying & Planning

P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RANDED SEAL OF THE FLORIDA LICENSED SURVEYOR AND METERS.

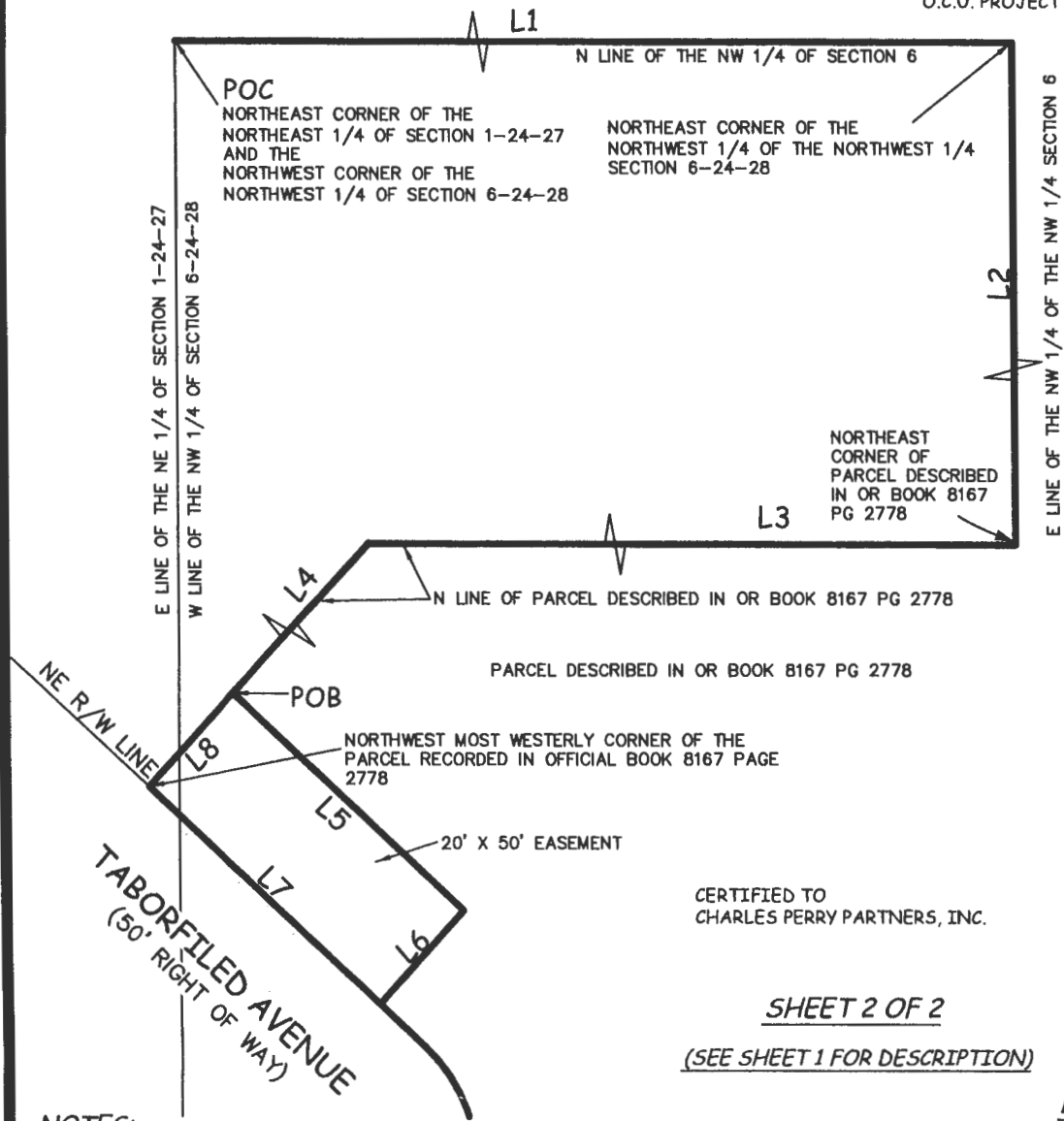
ROBERT A. ELLIS, P.L.S.
FLORIDA REGISTRATION NO. 3860
FOR THE FIRM
DATE SIGNED: 8/16/19

SKETCH AND DESCRIPTION

OF UTILITY EASEMENT

PROJECT NAME: SITE 25-E-SW-4 ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-E-045
A PORTION OF O.R. 8167, PG. 2778
ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 25-E-SW-4 ELEMENTARY SCHOOL
TITLE: UTILITY EASEMENT 1000 S.F.
O.C.U. PROJECT NUMBER: 18-U-045



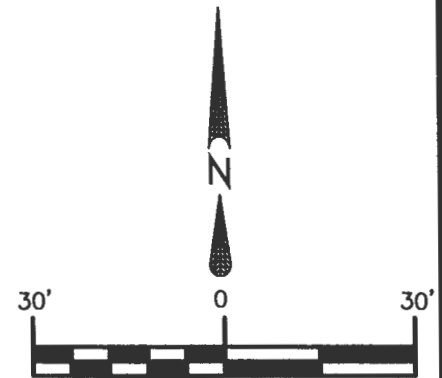
LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°57'43"E	660.85'
L2	S00°02'42"W	358.44'
L3	N89°57'28"W	505.32'
L4	S42°44'35"W	213.79'
L5	S46°53'57"E	50.00'
L6	S42°37'26"W	20.00'
L7	N46°53'57"W	50.00'
L8	N42°37'26"E	20.00'

CERTIFIED TO
CHARLES PERRY PARTNERS, INC.

SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION)



SCALE: 1"=30'

LEGEND:

- L# = LINE NUMBER
- OR = OFFICIAL RECORDS
- P.B. = PLAT BOOK
- PG. = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 THRU .052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.405 WEST CENTRAL PARKWAY, ALTAMONTE SPRINGS, FL 32714

NOTES:

1. PREPARED AS A SKETCH OF DESCRIPTION. *** THIS IS NOT A SURVEY ***
2. THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS OR JURISDICTIONAL LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
7. ALL BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP-24-SOUTH, RANGE-28-EAST BEING S89°57'43"E.
8. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.

REVISIONS: RESPOND TO COMMENTS 08/16/19

PROJECT NO: 18-519 EASE1

SCALE: 1"= 30'

DRAWN BY: HMJ

CHECKED BY: RAE

DATE DRAWN: 03/14/19

FIELD BOOK/PAGE: FILE



ELLIS SURVEYS LLC
Land Surveying & Planning

P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellissurveys.com

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

ROBERT A. ELLIS, P.L.S.
FLORIDA REGISTRATION NO. 3880
FOR THE FIRM
DATE SIGNED: 8/16/19