



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: August 3, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Peter Stanley, Title Examiner *PS*
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 FROM
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA TO
ORANGE COUNTY AND AUTHORIZATION TO RECORD
INSTRUMENT

PROJECT: Meadow Woods ES Permit #16-U-046 OCU File #85906

District 4

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

ITEM: Utility Easement
Cost: Donation
Size: 629 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: 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

AUG 21 2018

Project: Meadow Woods Elementary School Permit: 16-U-046
OCU File No. 85906

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 2 day of May, 2018, 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"

A portion of Tax Parcel I.D. Number: 25-24-29-0000-00-015

(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.

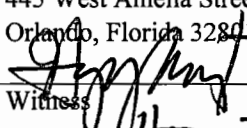
GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA



WILLIAM E. SUBLETTE, its Chairman

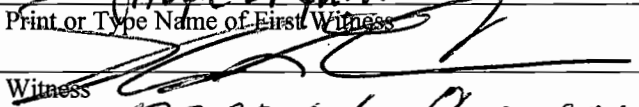
Grantor(s) mailing address:
445 West Amelia Street
Orlando, Florida 32801-1129

Witness



Print or Type Name of First Witness

Witness



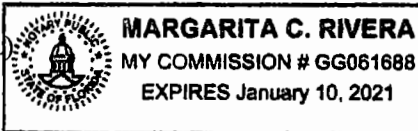
Print or Type Name of Second Witness

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 25th day of May, 2018, by William E. Sublette, as Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a Florida Corporation, on behalf of the Corporation who is personally known to me or who have produced as identification.

(SEAL)



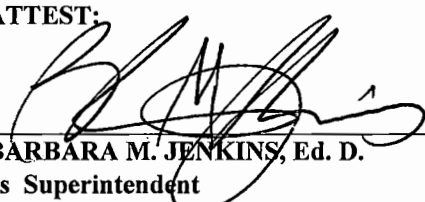
Name:

Notary Public:

Serial Number:

My Commission Expires:

ATTEST:



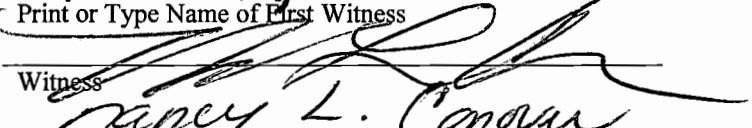
BARBARA M. JENKINS, Ed. D.
as Superintendent

Witness



Print or Type Name of First Witness

Witness



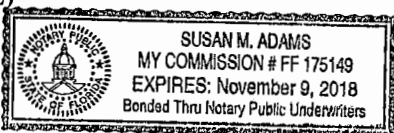
Print or Type Name of Second Witness

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of June, 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a Florida Corporation, on behalf of the Corporation who is personally known to me or who have produced as identification.

(SEAL)



Name:

Notary Public:

Serial Number:

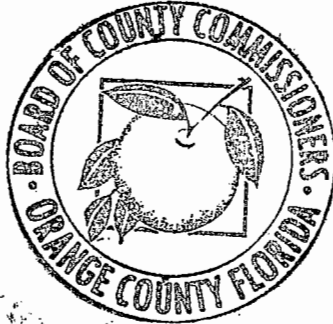
My Commission Expires:

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: *May 2*, 2018

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: *John T. Morris*
John T. Morris, Chief Facilities Officer
Date: *MAY 22*, 2018



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

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: *8.21.18*

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

By: *Katie Smith*
Deputy Clerk
Katie Smith
Printed Name

LEGAL DESCRIPTION

UTILITY EASEMENT

UTILITY EASEMENT

A PORTION OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, MEADOW WOODS VILLAGE 9 PHASE 1, AS RECORDED IN PLAT BOOK 20, PAGE 10 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 09°15'40" WEST, ALONG THE WESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN NORTH 80°44'20" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 09°15'40" EAST FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF RHODE ISLAND WOODS CIRCLE, A 90 FOOT WIDE RIGHT OF WAY AS RECORDED IN PLAT BOOK 19, PAGE 145 OF THE AFORESAID PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 908.20 FEET, A CHORD BEARING OF SOUTH 72°13'08" EAST AND A CHORD DISTANCE OF 20.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°16'33" FOR AN ARC DISTANCE OF 20.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 629 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. THIS SKETCH OF DESCRIPTION IN NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED.
2. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH.
4. THIS IS NOT A BOUNDARY SURVEY
5. THE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH AN EASEMENT FOR THE UTILITIES AS SHOWN.
6. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF LOT 1, MEADOW WOODS VILLAGE 9 PHASE 1 AS HAVING A BEARING OF SOUTH 9°15'40" WEST, PER PLAT BOOK 20, PAGE 10, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SHEET 1 OF 2

Project Number: 85906
Orange County Permit Number: 16-U-046

CERTIFIED TO:

1.
2.
3.
4.

MEADOW WOODS ELEMENTARY SCHOOL
500 RHODE ISLAND WOODS CIRCLE

PROJECT No.	160054	DRAWN DATE	2017.06.29
SURVEY BY	TT	REVIEWED BY	BA
SURVEY DATE	2017.06.28	APPROVED BY	SLM
DRAWN BY	EGT	CLIENT FILE No.	16-0054

No.	DATE	BY	DESCRIPTION
REVISION 1	2018.04.19	S. MANOR	REVISED LEGAL DESCRIPTION
REVISION 2	2018.04.23	S. MANOR	REVISED LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES.

Sherry Lee Manor 5/11/18
SHERRY LEE MANOR, PSM - LS# 6961
THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.



L & S
Diversified

Professional Surveyors and Mappers

405 LAKE HOWELL ROAD | SUITE 1001 | MAITLAND, FL | 32751
PHONE 407.681.3836 | FAX 407.681.6541
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM

PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LBH7829

LEGAL DESCRIPTION

UTILITY EASEMENT



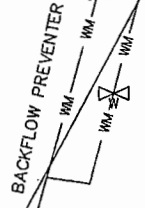
RHODE ISLAND WOODS CIRCLE
PUBLIC RIGHT-OF-WAY (90' WIDE)
ASPHALT PAVEMENT (WIDTH VARIES)
PLAT BOOK 19, PAGE 145

SOUTHERLY RIGHT OF WAY LINE

POINT OF BEGINNING
NORTHWEST CORNER OF LOT 1
MEADOW WOODS VILLAGE 9 PHASE 1

$R=908.20'$
 $L=20.22'$
 $\Delta=1^{\circ}16'33''$
 $C=20.22'$
 $CB=S72^{\circ}13'08''E$

$N9^{\circ}15'40''E$ 33.00'



UTILITY EASEMENT

$S9^{\circ}15'40''W$ 30.00'

WESTERLY LINE OF LOT 1

$N80^{\circ}44'20''W$ 20.00'

MEADOW WOODS ELEMENTARY SCHOOL
SCHOOL BOARD OF ORANGE COUNTY FLORIDA
NOT PLATTED
PARCEL ID #25-24-29-0000-00-015

LOT 1
MEADOW WOODS VILLAGE 9 PHASE 1
PLAT BOOK 20, PAGE 10

SHEET 2 OF 2

Project Number: 85906
Orange County Permit Number: 16-U-046

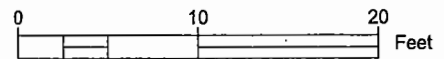
LEGEND:

● CHANGE IN DIRECTION ONLY, NO POINT SET.

WM = WATER MAIN

= WATER VALVE

ID = IDENTIFICATION



MEADOW WOODS ELEMENTARY SCHOOL
500 RHODE ISLAND WOODS CIRCLE

PROJECT No.	160054	DRAWN DATE	2017.06.29
SURVEY BY	TT	REVIEWED BY	BA
SURVEY DATE	2017.06.28	APPROVED BY	SLM
DRAWN BY	EGT	CLIENT FILE No.	16-0054

No.	DATE	BY	DESCRIPTION
Δ1	2018.04.19	S. MANOR	REVISED LEGAL DESCRIPTION



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