



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: March 19, 2020

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

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ*
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: Site 85-E-W-4
OCU File No. 97631

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: 225 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
APR 07 2020

This is a Donation

Project: Site 85-E-W-4
OCU File No. 97631

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 _____ day of APR 07 2020, 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 backflow 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: 28-23-27-0000-00-018
(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: 

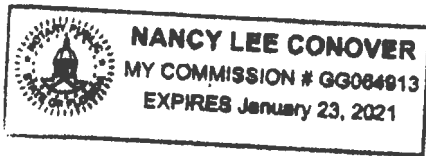
Print Name: Martin Gutierrez

Witness: 

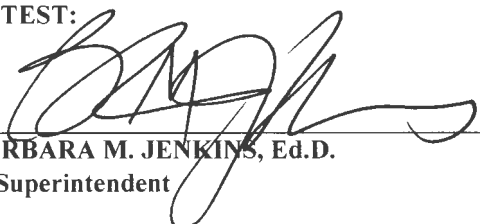
Print Name: Arabia Henley

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

The foregoing instrument was acknowledged before me this 4th day of February, 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: Nancy L. Conover
Commission No: _____
My Commission Expires: _____

ATTEST:

BARBARA M. JENKINS, Ed.D.
as Superintendent

Witness: Maneliz Pagan

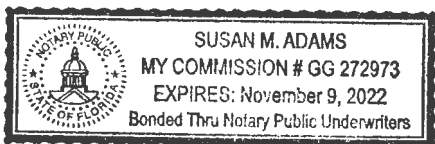
Print Name: Maneliz Pagan


Witness: 

Print Name: Martin Gutierrez

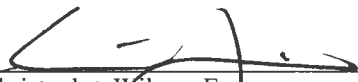
STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 3rd day of February, 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.

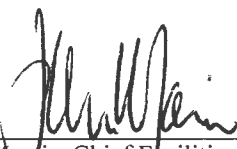


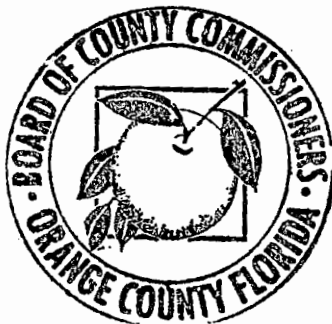

Notary Public:
Name: Susan M. Adams
Commission No: _____
My Commission Expires: _____

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

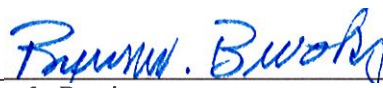
By: 
Christopher Wilson, Esq.
Date: 1/24, 2020

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: 
John T. Morris, Chief Facilities Officer
Date: JAN 25, 2020



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

By: 
Jerry L. Demings,
Orange County Mayor
Date: APR 07 2020

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


By: 
Deputy Clerk
Katie Smith
Printed Name

Exhibit "A"

Please See Attached

**SKETCH OF DESCRIPTION
UTILITY EASEMENT
SITE 85 ELEMENTARY SCHOOL**

SECTION 28, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 85 ELEMENTARY SCHOOL
OCU PROJECT NUMBER: 19-E-036

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 20160407075, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 30, BLOCK Z, OF SUMMERLAKE PD PHASES 2C, 2D, 2E, AS RECORDED IN PLAT BOOK 83, PAGE 145, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF PORTER ROAD, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°37'13" WEST, A DISTANCE OF 427.93 TO THE POINT OF BEGINNING:

THENCE, DEPARTING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°22'47" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°37'13" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°22'47" WEST, A DISTANCE OF 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID PORTER ROAD; THENCE WITH SAID SOUTH RIGHT OF WAY, NORTH 89°37'13" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 225 SQUARE FEET OF LAND, MORE OR LESS.


SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH & LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED BACKFLOW PREVENTER EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE SOUTH RIGHT OF WAY LINE OF PORTER ROAD BEARS N89°37'13"E.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION: 12 DEC 2019 ADDRESSED COMMENTS FROM OCU
REVISION: 09 DEC 2019 ADDED PERMIT NUMBER

 <p>LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p>SKETCH OF DESCRIPTION FOR OHL ARELLANO CONSTRUCTION COMPANY</p>	<p>DATE OF DRAWING: 05 NOV 2019</p> <p>MANAGER: JDH CADD: JLY, JAA</p>
	<p>SURVEYOR'S CERTIFICATION</p> <p>I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.</p> <p><i>Jeffrey B. Hofius</i> DATE: 10/21/20</p> <p>JEFFREY B. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>PROJECT NUMBER: 798-19002</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S): N/A</p> <p>COMPUTER FILE: 79802SD.DWG</p> <p>SCALE: 1" = 60' SHEET 1 OF 2</p>

RH
11/01/20

**SKETCH OF DESCRIPTION
UTILITY EASEMENT
SITE 85 ELEMENTARY SCHOOL**

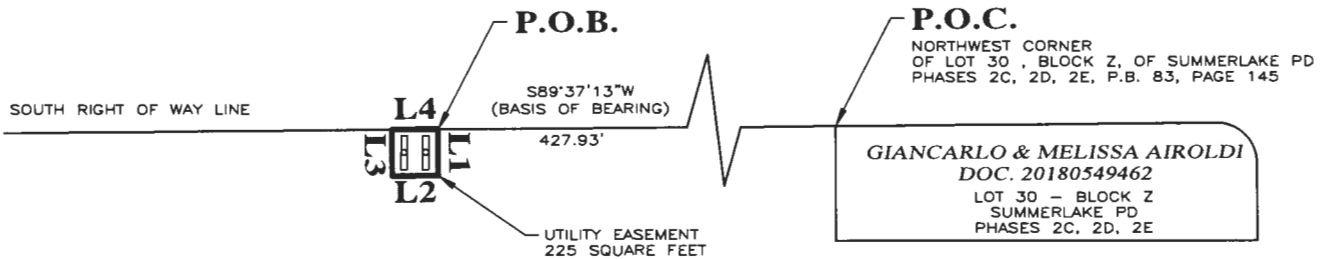
SECTION 28, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 85 ELEMENTARY SCHOOL
OCU PROJECT NUMBER: 19-E-036

THIS SKETCH IS INCOMPLETE
UNLESS ACCOMPANIED BY A
LEGAL DESCRIPTION OF THE
PROPERTY DEPICTED HEREON

PORTER ROAD

VARIABLE WIDTH RIGHT OF WAY
PER D.B. 627, PG. 517



SUBJECT PROPERTY

SITE 85 ELEMENTARY SCHOOL
PORTER ROAD

SCHOOL BOARD OF
ORANGE COUNTY FLORIDA
O.R. 9947, PG. 481



GRAPHIC SCALE 1"=60'

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- D.B. DEED BOOK
- O.R. OFFICIAL RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- LB LICENSED BUSINESS
- BACKFLOW PREVENTER

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°22'47"E	15.00'
L2	S89°37'13"W	15.00'
L3	N00°22'47"W	15.00'
L4	N89°37'13"E	15.00'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION: 12 DEC 2019 ADDRESSED COMMENTS FROM OCU
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	<p>THIS IS NOT A SURVEY</p>	<p>PROJECT NUMBER: 798-19002</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S): N/A</p> <p>COMPUTER FILE: 79802SD.DWG</p> <p>SCALE: 1" = 60' SHEET 2 OF 2</p>

RH
2/20/20