



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: January 18, 2024

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Nena Thomas, Senior Title Examiner *NT/MTC*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Utility Easement between Columnar Partnership Holding I, LLC, and Orange County, Florida, and authorization to record instrument.

PROJECT: Horizon West Village I Withers PD
Phase 3A, Portion of Parcels 4 and 6
Permit 22-S-120 OCU File 100032

District 1

PURPOSE: To provide for installation, repair, replacement, and maintenance with authority to enter upon, excavate, construct, repair, replace and maintain.

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Real Estate Management Division
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January 18, 2024
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ITEM: Utility Easement
Cost: Donation
Size: 10,753 square feet

APPROVALS: Real Estate Management Division
Utilities Department
The School Board of Orange County

REMARKS: The developer, Columnar Partnership Holding I, LLC (Grantor) is the present owner of a parcel that will be transferred to The School Board of Orange County, Florida. In advance of that transfer, Grantor is donating the Easement.

Grantor to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 06 2024

Project: Horizon West Village I Withers PD – Phase 3
A Portion of Parcels 4 & 6 Permit 22-S-120 OCU File #100032

UTILITY EASEMENT

THIS INDENTURE, made as of the last date signed below, between **Columnar Partnership Holding I, LLC**, an Indiana limited liability company, whose address is 835 N. Congress Avenue, Evansville, Indiana 47715 (“**Grantor**”), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, (“**Grantee**”).

WITNESSETH, that the Grantor, in consideration of the sum of \$1.00 and other valuable considerations paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns, a perpetual, non-exclusive easement for the purpose of constructing a permanent utility easement and any appurtenances thereto (the “**Facilities**”) including installation, repair, replacement and maintenance of same, with full 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 situate in Orange County, Florida aforesaid, to-wit:

See Attached Exhibit “A”

a portion of tax parcel I.D. Number: 29-24-27-0000-000-10
(the “**Easement Area**”)

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

GRANTEE shall make 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 the 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 right provided herein.

GRANTEE herein and its assigns shall have the right to clear and keep clear, out of and away from the Easement Area, all trees, undergrowth and other obstructions that may interfere with the normal operation or maintenance of the Facilities placed thereon by the Grantee and its assigns; provided, however that 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 the Grantee's rights provided herein. If Grantor's future orderly development of the premises is in conflict with the Facilities, Grantor, at no cost to the Grantee, shall design, permit, and submit for approval to Grantee, plans to relocate, reconfigure, or modify the Facilities and Easement Area (the "Permitted Relocation Plans"). Grantee will cooperate with Grantor in the execution of an amendment to the easement, in a form acceptable to both parties, establishing the new limits of the Easement Area as depicted on the Permitted Relocation Plans approved by the Grantee, whereupon such relocated easement shall be subject to the terms hereof to the same extent they applied to the Easement Area prior to Grantor's relocation, reconfiguration, or modification of the Facilities and Easement Area. Any relocation of the Facilities as a result of Grantor's future orderly development shall be at no cost to Grantee and shall be subject to the terms hereof.

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 and furnish such department with a description of the proposed Modifications; further, Grantee shall notify the Principal of the adjacent public school prior to performing Modifications; provided, however, that no notification to the Department of Facilities or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis.

GRANTEE shall promptly repair any damage to any property, facilities or improvements of Grantor located in, or adjacent to, the Easement Area, including without limitation parking areas, driveways, walkways, recreational facilities, fencing, and landscaping, if such damage is incident to Grantee's use of the Easement Area. Grantee shall take all necessary immediate action to stabilize, secure, or make safe any facilities or improvements of Grantor located in, or adjacent to, the Easement Area on an emergency basis in such a manner that renders facilities and improvements of Grantor safe for Grantor's intended use until permanent repairs can be made if such damage is incident to Grantee's use of the Easement Area. Grantee's obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Through the term of this easement, Grantee shall maintain general liability insurance or self-insurance in compliance with the limits provided in Section 768.28, Florida Statutes. 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 Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of this easement.

Project: Horizon West Village I Withers PD – Phase 3
A Portion of Parcels 4 & 6 Permit 22-S-120 OCU File #100032

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

Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

WITNESSES:

“GRANTOR”

Signed, sealed and delivered in the presence of:

COLUMNAR PARTNERSHIP HOLDING I, LLC, an Indiana limited liability company

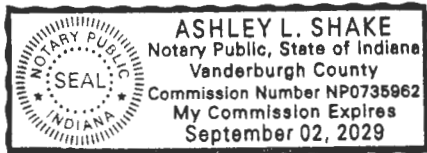
Ashley L. Shake
Printed Name: Ashley L. Shake
Address: 1720 E. Boonville New Harmony Rd
Evansville, IN 47725
Melody F. Ellsperman
Printed Name: Melody F. Ellsperman
Address: 10722 Hampton Place
Newburgh, IN 47630

By: COLUMNAR HOLDINGS, LLC, an Indiana limited liability company, its sole Member
Daniel A. Traylor
By: Daniel A. Traylor
Name: Daniel A. Traylor
Title: President

STATE OF INDIANA
COUNTY OF: VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of November, 2023, by Daniel A. Traylor as President of Columnar Holdings, an Indiana limited liability company, as sole member of Columnar Holding I, LLC, an Indiana limited liability company, on behalf of the organization. He is personally known to me or has produced _____ (type of identification) as identification.

Ashley L. Shake
Notary Public
Printed Name: Ashley L. Shake
My Commission Expires: 09/02/2029



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“GRANTEE”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Burr W. Brooks
for Jerry L. Demings,
Orange County Mayor

Date: *6 February 2024*

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

BY:

Jennifer Lara-Klimetz
for Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

This instrument prepared by and return original to:

Juanita Thomas, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

SKETCH OF DESCRIPTION

Exhibit A

NOT A SURVEY

PROJECT NAME: HORIZON WEST VILLAGE I WITHERS PD-PHASE 3
A PORTION OF PARCELS 4 & 6
PERMIT NUMBER: 22-S-120

A STRIP OF LAND 10.00 FEET IN WIDTH LYING IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN SOUTH 00°19'21" WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 1332.97 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°43'17" EAST FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°43'17" EAST FOR A DISTANCE OF 1075.31 FEET TO A POINT ON A WESTERLY LINE OF TRACT FD-1, ACCORDING TO THE PLAT OF HARVEST AT OVATION AS RECORDED IN PLAT BOOK 112, PAGES 64 THROUGH 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°16'43" WEST FOR A DISTANCE OF 10.00 FEET ALONG SAID WESTERLY LINE OF TRACT FD-1; THENCE DEPARTING SAID WESTERLY LINE, RUN NORTH 89°43'17" WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT FD-1, FOR A DISTANCE OF 1075.31 FEET TO THE WESTERLY MOST LINE OF SAID TRACT FD-1; THENCE DEPARTING SAID NORTHWESTERLY LINE, RUN NORTH 00°19'21" EAST ALONG THE WESTERLY MOST LINE OF SAID TRACT FD-1 FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 10,753 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 3
SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE W LINE OF E 1/2 OF NW 1/4, SECTION 29-24-27, BEING S00°19'21"W (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20200687
 DATE: 8/4/23
 SCALE: 20200687

CALC BY: MR
 DRAWN BY: RT
 CHECKED BY: HF

FOR THE LICENSED BUSINESS #6723 BY:
 Digitally signed by:
 James L Rickman
 Date: 2023.09.05
 13:21:11 04'00'
 JAMES L RICKMAN, P.S.M. #5633

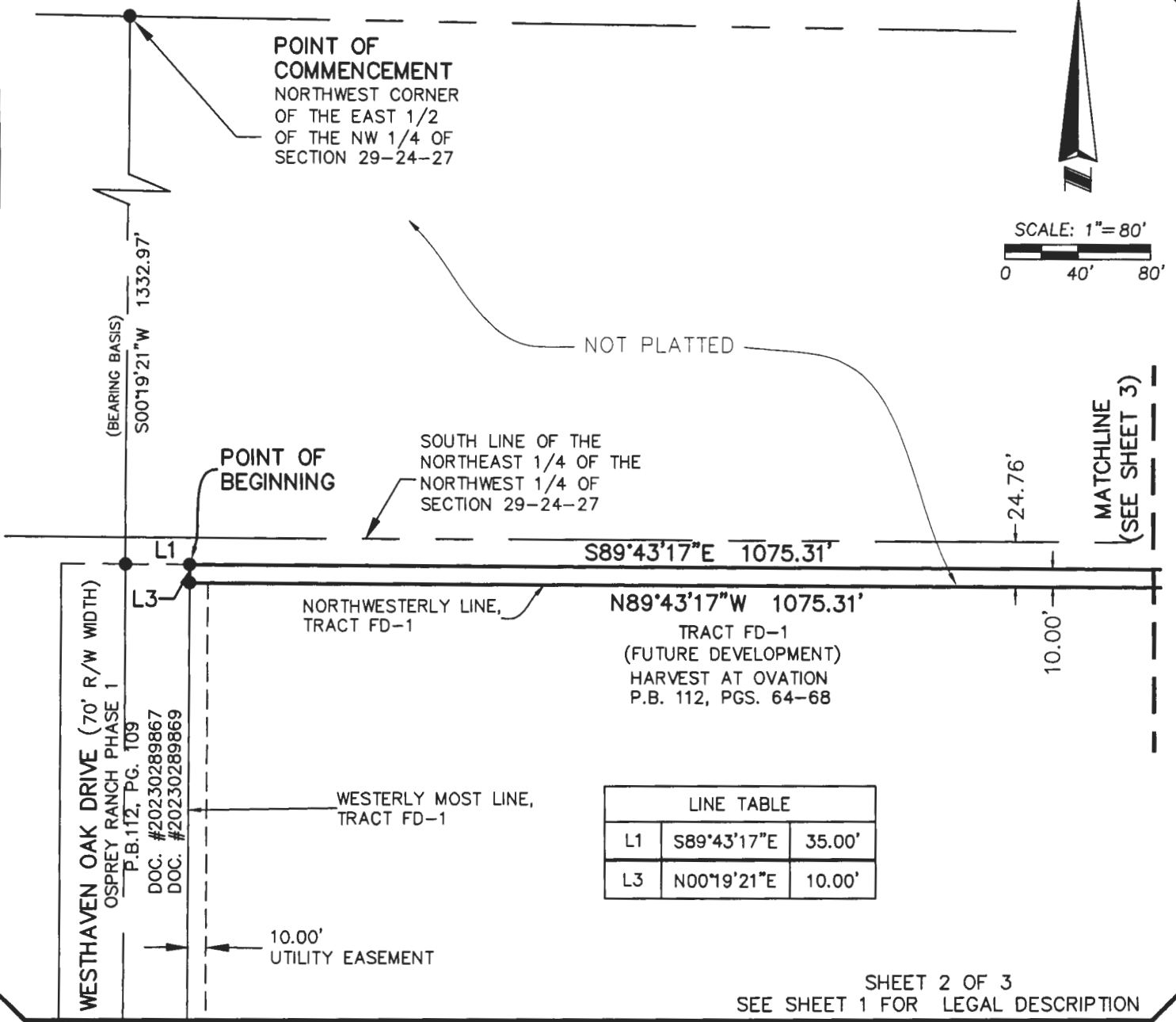


SURVEYING • MAPPING
 GEOSPATIAL SERVICES
 www.allen-company.com
 16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787
 (407) 654-5355
 LB#6723

SKETCH OF DESCRIPTION

NOT A SURVEY

PROJECT NAME: HORIZON WEST VILLAGE I WITHERS PD-PHASE 3
 A PORTION OF PARCELS 4 & 6
 PERMIT NUMBER: 22-S-120



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SYMBOL AND ABBREVIATION LEGEND:

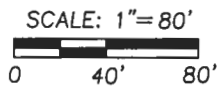
- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- P.B. PLAT BOOK
- PGS. PAGES
- ID. IDENTIFICATION
- DOC. DOCUMENT
- R/W RIGHT OF WAY

JOB #:	20200687	CALC BY:	MR
DATE:	8/7/23	DRAWN BY:	RT
SCALE:	1" = 80'	CHECKED BY:	HF

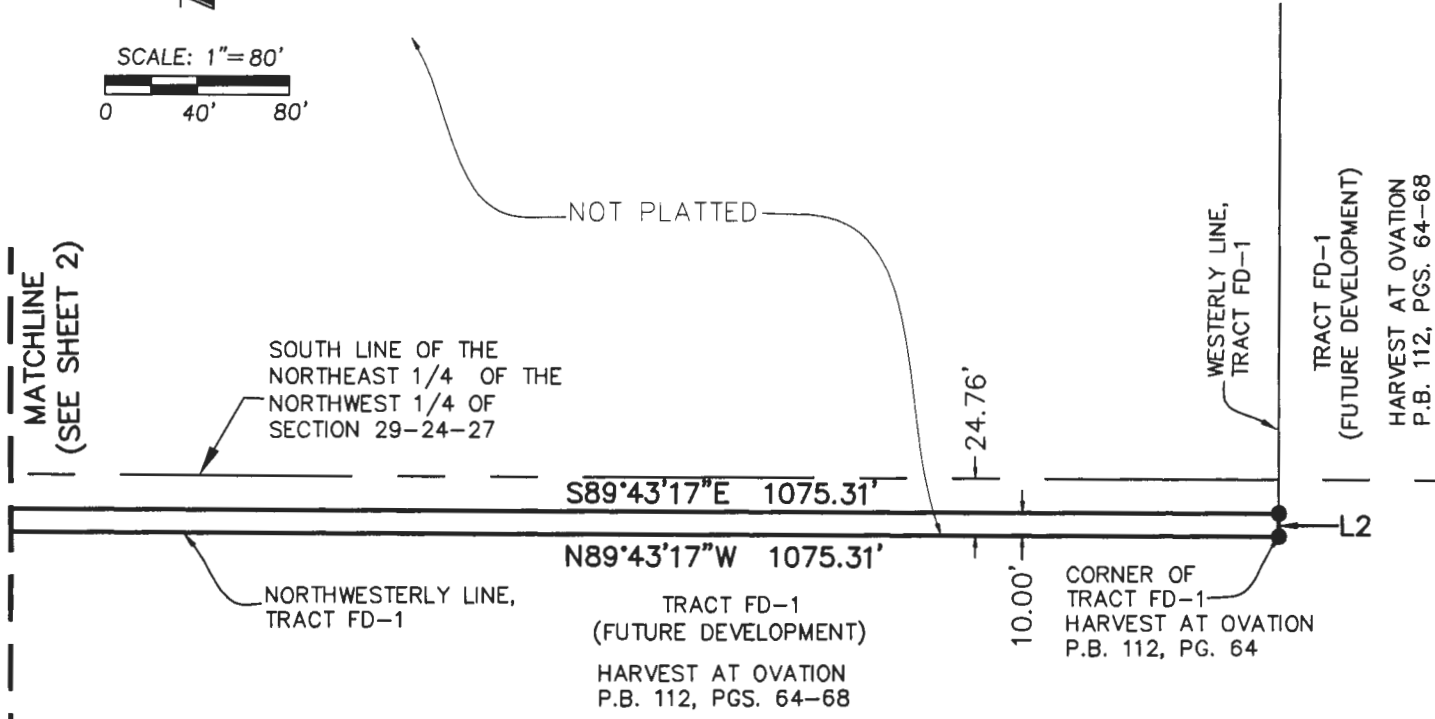
SKETCH OF DESCRIPTION

NOT A SURVEY

PROJECT NAME: HORIZON WEST VILLAGE I WITHERS PD-PHASE 3
 A PORTION OF PARCELS 4 & 6
 PERMIT NUMBER: 22-S-120



LINE TABLE		
LINE	BEARING	LENGTH
L2	S00°16'43"W	10.00'



SHEET 3 OF 3
 SEE SHEET 1 FOR LEGAL DESCRIPTION



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SYMBOL AND ABBREVIATION LEGEND:

- CHANGE IN DIRECTION
- LB LICENSED BUSINESS
- P.B. PLAT BOOK
- PGS. PAGES
- ID. IDENTIFICATION

JOB #: <u>20200687</u>	CALC BY: <u>MR</u>	
DATE: <u>8/7/23</u>	DRAWN BY: <u>RT</u>	
SCALE: <u>1"=80'</u>	CHECKED BY: <u>HF</u>	