



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: August 2, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Mary Tiffault, Title Examiner *MT*
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: Liberty Middle School Permit #15-E-025 OCU File #:81049
District 4

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

ITEM: Utility Easement
Cost: Donation
Total size: 790 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay recording fees.

AUG 21 2018

This Instrument prepared by and Return to:

Laura L. Kelly, Esq.

Orange County Public Schools

445 West Amelia Street

Orlando, FL 32801

Project: Liberty Middle School Permit #15-E-025 OCU File #: 81049

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 26th day of April A.D., 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 address is P. O. Box 1393, Orlando, Florida 32802-1393, ("GRANTEE").

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 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 fire line master meter, irrigation, meter, 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 Exhibits "A" and "B"

A portion of Tax Parcel I.D. Number: 12-23-30-0000-00-009
(collectively, 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.

THE 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.

THE GRANTOR, its successors and assigns, shall not build, construct, or create, nor permit others to build, construct, or create, any buildings or other structures on the Easement Area that may interfere with the normal operation or maintenance of the Facilities.

THE 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 Environmental Services 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 and Environmental Services or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis.

THE 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.

THE 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.

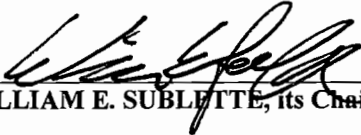
THE GRANTEE expressly acknowledges and agrees to comply with all rules and regulations of the Jessica Lunsford Act, if applicable. Further, GRANTEE shall comply with all rules or regulations implemented by GRANTOR in order to comply with the Jessica Lunsford Act, if applicable.

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.

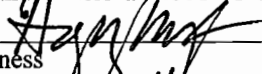
The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the easement area by GRANTEE, its agenda or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused 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
Hope Bryant


Witness

Print or Type Name of Second Witness
Nancy L. Conover

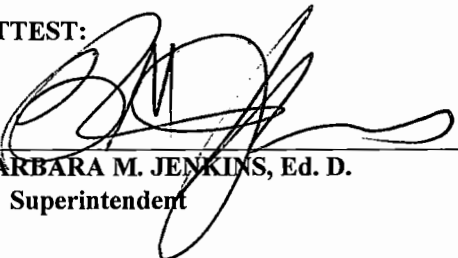
*(Names must be typed on or printed under each signature)

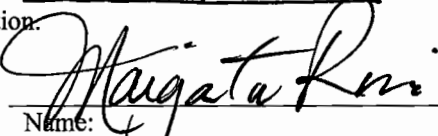
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 3rd 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)  **MARGARITA C. RIVERA**
MY COMMISSION # GG061688
EXPIRES January 10, 2021

ATTEST:



BARBARA M. JENKINS, Ed. D.
as Superintendent


Name:

Notary Public:

Serial Number:

My Commission Expires:


Witness

Print or Type Name of First Witness
Marieliz Pagan


Witness

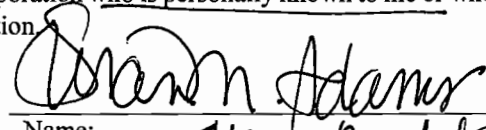
Print or Type Name of Second Witness
Margarita Rivera

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of May, 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)  **SUSAN M. ADAMS**
MY COMMISSION # FF 175149
EXPIRES: November 9, 2018
Bonded Thru Notary Public Underwriters


Name:

Notary Public: Susan M. Adams

Serial Number:

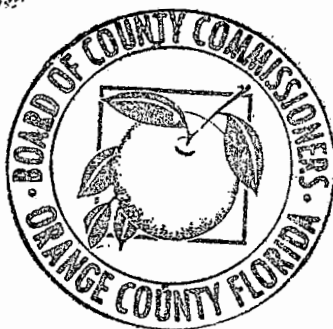
My Commission Expires:

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: April 26, 2018

Reviewed and approved by Orange County Public Schools
Chief Facilities Officer

By: John T. Morris
John T. Morris, Chief Facilities Officer
Date: APRIL 30, 2018



"GRANTEE"

ORANGE COUNTY, FLORIDA

By Board of County Commissioners

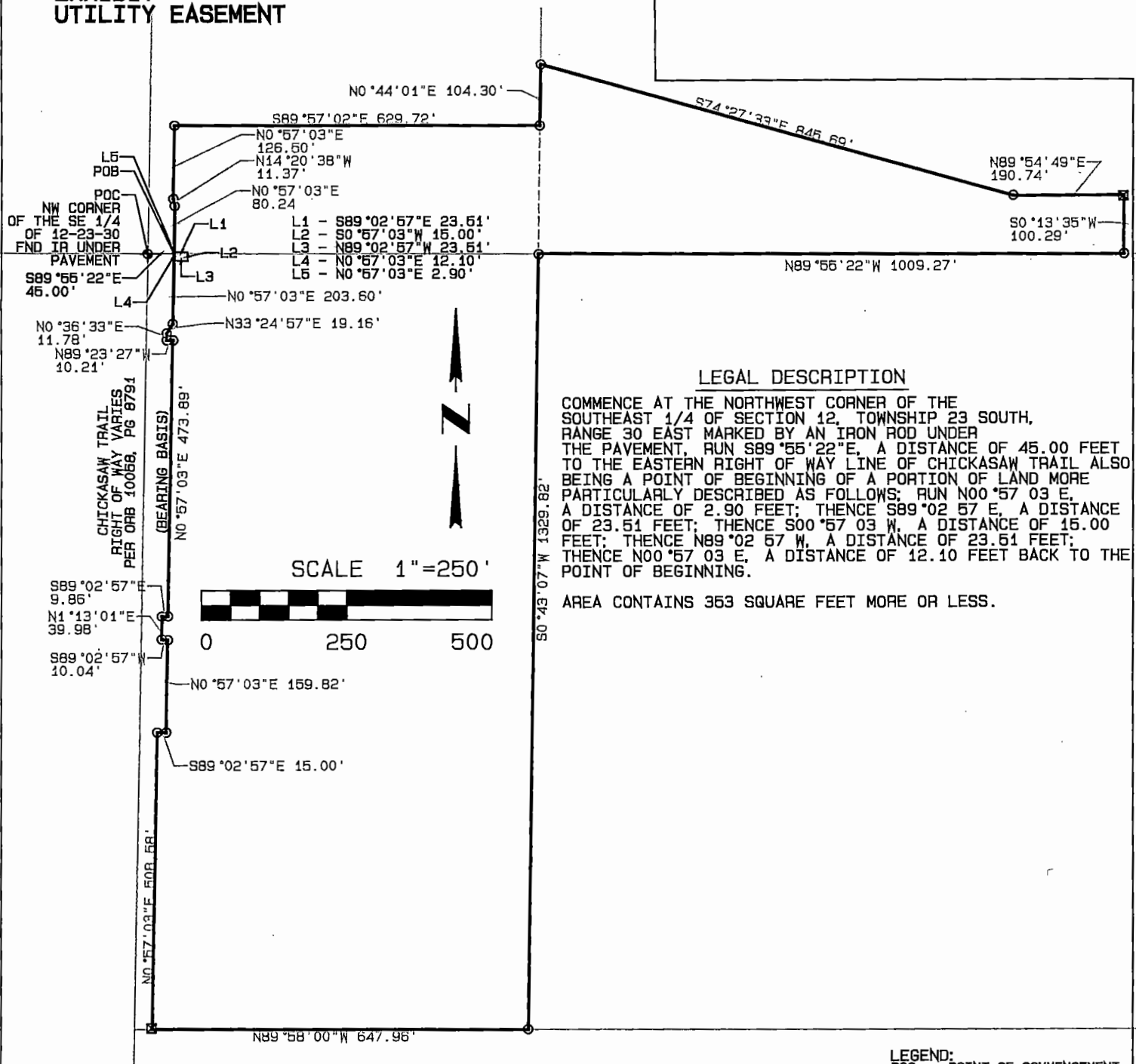
By: Teresa Jacobs
Teresa Jacobs,
Orange County Mayor
Date: 8.21.18

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

By: Katie Smith
Deputy Clerk
Katie Smith
Printed Name

SKETCH OF DESCRIPTION

EXHIBIT A UTILITY EASEMENT



LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST MARKED BY AN IRON ROD UNDER THE PAVEMENT, RUN S89°55'22\"E, A DISTANCE OF 45.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF CHICKASAW TRAIL ALSO BEING A POINT OF BEGINNING OF A PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: RUN N00°57'03\"E, A DISTANCE OF 2.90 FEET; THENCE S89°02'57\"E, A DISTANCE OF 23.51 FEET; THENCE S00°57'03\"W, A DISTANCE OF 15.00 FEET; THENCE N89°02'57\"W, A DISTANCE OF 23.51 FEET; THENCE N00°57'03\"E, A DISTANCE OF 12.10 FEET BACK TO THE POINT OF BEGINNING.

AREA CONTAINS 353 SQUARE FEET MORE OR LESS.

PROJECT NAME: LIBERTY MIDDLE SCHOOL
PROJECT# 16-E-026
SHEET 1 OF 1
DATE: 10/23/17
SCALE: 1\"=250'
DRAWN BY: SCK CHECKED BY: JKE

CERTIFY TO:

REVISION: 03/06/2018

KOVACS CONSTRUCTION SERVICES, INC.

5845 NARCOOSSEE ROAD PHONE: 321-863-7131
UNIT #52
ORLANDO, FLORIDA 32822
CERTIFICATE OF AUTHORIZATION LB# 7823

LEGEND:

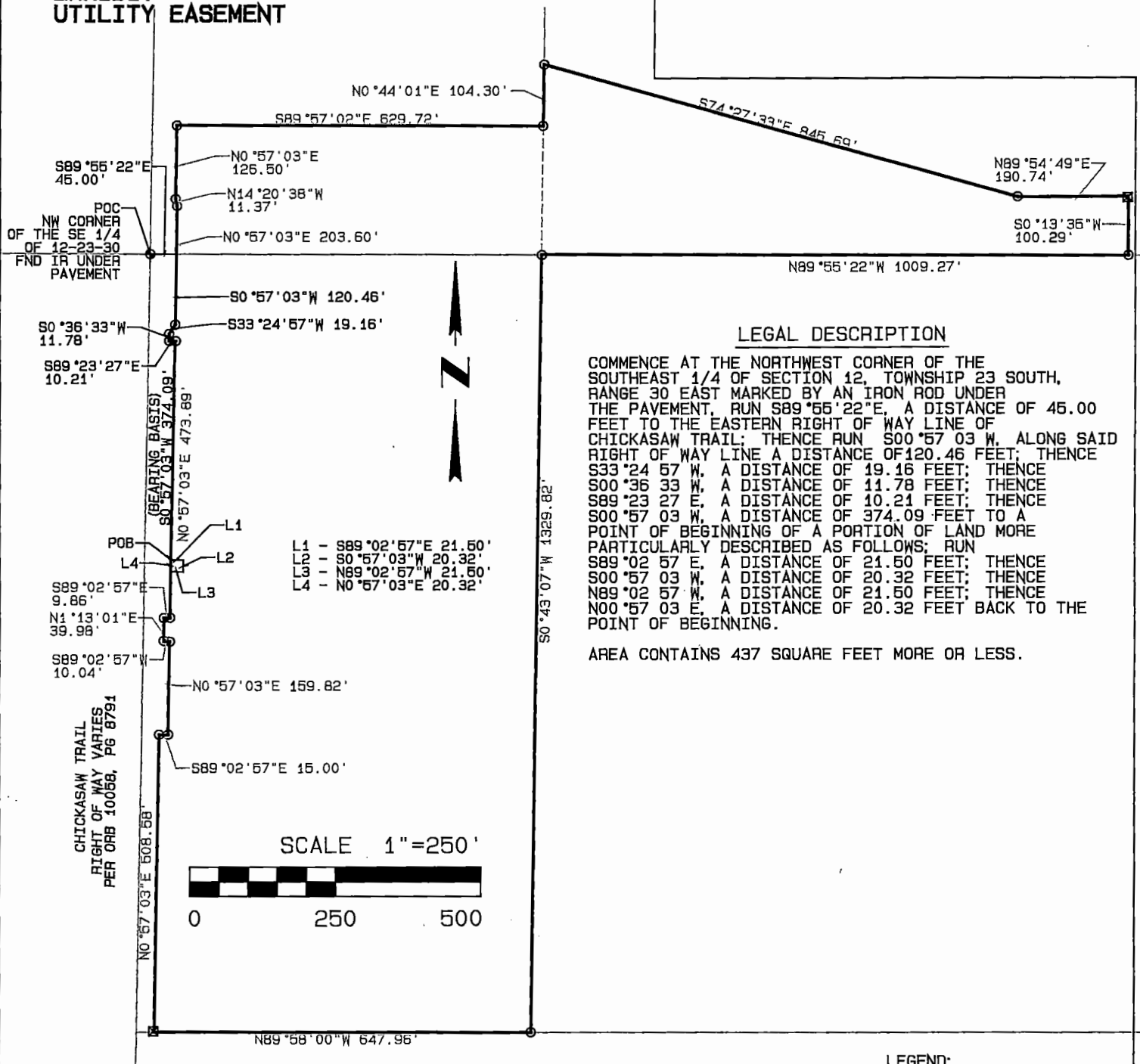
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
POT POINT OF TERMINUS
R/W RIGHT OF WAY
PB PLAT BOOK
PG PAGE
PC POINT OF CURVEATURE
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY
2. UNLESS SIGNED AND EMBROSSED WITH SURVEYORS SEAL, THIS SKETCH IS NOT VALID AND IS PRESENTED FOR INFORMATIONAL PURPOSES ONLY.
3. ADDITIONS OR DELETIONS TO THIS SKETCH & DESCRIPTION BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
4. THIS SURVEY IS BASED ON INFORMATION PROVIDED BY CLIENT AND CONSTRUCTED LOCATION OF UNDERGROUND UTILITY.
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR

JAMES K. EKERN P.S.M. #5899 DATE: 03/06/18

SKETCH OF DESCRIPTION

EXHIBIT B UTILITY EASEMENT



LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST MARKED BY AN IRON ROD UNDER THE PAVEMENT, RUN S89°55'22"E, A DISTANCE OF 45.00 FEET TO THE EASTERN RIGHT OF WAY LINE OF CHICKASAW TRAIL; THENCE RUN S00°57'03"W, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 120.46 FEET; THENCE S33°24'57"W, A DISTANCE OF 19.16 FEET; THENCE S00°36'33"W, A DISTANCE OF 11.78 FEET; THENCE S89°23'27"E, A DISTANCE OF 10.21 FEET; THENCE S00°57'03"W, A DISTANCE OF 374.09 FEET TO A POINT OF BEGINNING OF A PORTION OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS; RUN S89°02'57"E, A DISTANCE OF 21.50 FEET; THENCE S00°57'03"W, A DISTANCE OF 20.32 FEET; THENCE N89°02'57"W, A DISTANCE OF 21.50 FEET; THENCE N00°57'03"E, A DISTANCE OF 20.32 FEET BACK TO THE POINT OF BEGINNING.

AREA CONTAINS 437 SQUARE FEET MORE OR LESS.

PROJECT NAME: LIBERTY MIDDLE SCHOOL
PROJECT# 16-E-026
SHEET 1 OF 1
DATE: 10/23/17
SCALE: 1"=250'
DRAWN BY: SCK CHECKED BY: JKE

CERTIFY TO:

REVISION: 03/06/2018

KOVACS CONSTRUCTION SERVICES, INC.

6845 NARCOSSEE ROAD PHONE: 321-863-7131
UNIT #52
ORLANDO, FLORIDA 32822
CERTIFICATE OF AUTHORIZATION L# 7823

LEGEND:
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
POT POINT OF TERMINUS
R/W RIGHT OF WAY
PB PLAT BOOK
PG PAGE
PC POINT OF CURVEATURE
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY
2. UNLESS SIGNED AND EMBROSSED WITH SURVEYORS SEAL, THIS SKETCH IS NOT VALID AND IS PRESENTED FOR INFORMATIONAL PURPOSES ONLY.
3. ADDITIONS OR DELETIONS TO THIS SKETCH & DESCRIPTION BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
4. THIS SURVEY IS BASED ON INFORMATION PROVIDED BY CLIENT AND CONSTRUCTED LOCATION OF UNDERGROUND UTILITY
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR

James K. Ebern 03/06/18
JAMES K. EBERN P.S.M. #6899 DATE: