



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-955, **Version:** 1

Interoffice Memorandum

DATE: June 18, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Elizabeth Price Jackson, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Easement, and authorization to disburse funds to pay recording fees and record instrument for Clarcona Park Lift Station and Electric Upgrades. District 2. **(Real Estate Management Division)**

PROJECT: Clarcona Park Lift Station and Electric Upgrades

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities across state-owned lands.

ITEM:

Easement

Cost: Donation

Term: 50 years

Size: 15,789 square feet

BUDGET: Account No.: 1023-043-0263-3810

REVENUE: NA

FUNDS: \$86.50 - Payable to Orange County Comptroller (for recording fees)

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division Capital Projects Division
Parks and Recreation Division

REMARKS: County is updating the infrastructure within the Clarcona Horse Park to convert septic tanks to sanitary sewers. As part of the project, an easement is needed through a portion of the West Orange Trail (Trail) to connect to County facilities on McCormick Road. This portion of the Trail is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to County for operation of the Trail. On September 13, 2022, the Board approved Resolution No. 2022-M-47 which was a part of the Easement application process. This action provides for approval and execution of the Easement previously requested.

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 47696

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 09 2024

OAE1
[+/- 0.36-acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

EASEMENT

Easement Number 33543

THIS EASEMENT, made and entered into as of the last date signed below, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the **Orange County, Florida** under Lease Number 4767 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for installation, operation and maintenance of an underground sewer line/force main connection, electrical utility line to service a pump and reclaimed water line; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in **Orange** County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM:** The term of this easement shall be for a period of **50** years commencing on July 22, 2024 and ending on July 21, 2074, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to installation, operation and maintenance of an underground sewer line/force main connection, electrical utility line to service a pump and reclaimed water line, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims and/or liability. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.
10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.
11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue as a direct result of GRANTEE's use of the Easement Area or to the GRANTEE's improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.
17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any

costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature: Karen Lee Peecy
Printed Name: Karen Lee Peecy

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

Signature: Jay Sircy
Printed Name: Jay Sircy

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

BY: Michelle Stevens (SEAL)
for Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection,
as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund
of the State of Florida

Date: 7/22/24

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me, by physical presence or online notarization this 22 day of July, 2024, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Approved Subject to Proper Execution:
BY: [Signature] 05-03-2024
DEP Attorney Date

[Signature]
Notary Public, State of Florida
Bonnie Montgomery
Printed, Typed or Stamped Name
My Commission Expires: May 19, 2026
Commission/Serial No. HH265533



“GRANTEE”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Burton Barks*
for Jerry L. Demings
Orange County Mayor

Date: 9 July 2024

ATTEST:

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

By: *Jennifer Lara-Kliratz*
for Deputy Clerk
Jennifer Lara-Kliratz
Printed Name



DESCRIPTION:

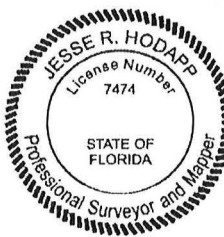
A portion of Parcel 199 as described in Official Records Book 5876, Page 871, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Parcel 199 as described in Official Records Book 5876, Page 871, Public Records of Orange County, Florida, said point being on the North right of way line of McCormick Road as described in Deed Book 389, Page 268 and Deed Book 389, Pages 269 through 271, Public Records of Orange County, Florida; thence South 89°33'12" West, a distance of 20.00 feet along said North right of way line to a point on a line that is 20.00 feet West of and parallel with the East line of said Parcel 199; thence North 00°04'03" West, a distance of 789.51 feet along said parallel line to a point on the North line of said Parcel 199; thence North 89°50'25" East, a distance of 20.00 feet along said North line to a point on said East line; thence South 00°04'03" East, a distance of 789.41 feet along said East line to the POINT OF BEGINNING.

Containing 15,789 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East line of Parcel 199 as described in Official Records Book 5876, Page 871, Public Records of Orange County, Florida being South 00°04'03" East, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.




Digitally signed by
 Jesse R Hodapp
 DN: c=US, o=Florida,
 dnQualifier=A01410D0
 00001870F5C4212000
 50305, cn=Jesse R
 Hodapp
 Date: 2023.08.01
 15:14:50 -04'00'

BSM APPROVED

BY MJ
 DATE 8/2/23

JESSE R. HODAPP, PSM
 Registered Land Surveyor Number 7474

NOT VALID WITHOUT SHEETS 1-2

DESCRIPTION FOR ORANGE COUNTY, FLORIDA	Date: 07/19/2022 KR		Certification Number LB2108 63434002	
	Job Number: 63434	Scale: 1" = 200'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.			
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°33'12"W	20.00'
L2	N89°50'25"E	20.00'

NORTH LINE OF PARCEL 199 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5876, PAGE 871

L2

WEST ORANGE TRAIL

EAST LINE OF PARCEL 199 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5876, PAGE 871

LEGEND :

L1 = LINE NUMBER

789.51'
N00°04'03"W
789.41'
S00°04'03"E

PARCEL IDENTIFICATION NUMBER
34-21-28-0000-00-095
PARCEL 199
OFFICIAL RECORDS BOOK 5876,
PAGE 871

LINE 20.00' WEST OF AND PARALLEL TO THE EAST LINE OF PARCEL 199 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5876, PAGE 871

L1

POINT OF BEGINNING
SOUTHEAST CORNER OF PARCEL 199 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5876, PAGE 871, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

NORTH RIGHT OF WAY LINE

EAST McCORMICK ROAD

60.00' RIGHT OF WAY AS DESCRIBED IN DEED BOOK 389, PAGE 268 AND DEED BOOK 389, PAGES 269-271

BSM APPROVED

BY M7

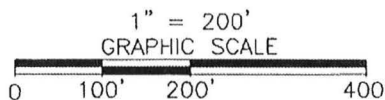
DATE 8/2/23



SSMC™
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

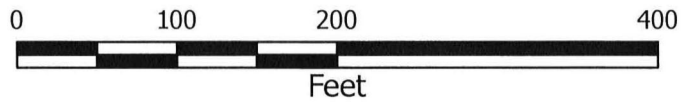
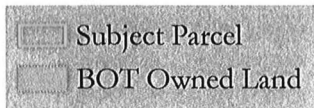
e-mail: info@southeasternsurveying.com



THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEETS 1 THROUGH 2

Drawing No. 63434002
Job No. 63434
Date: 07/19/2022
SHEET 2 OF 2
See Sheet 1 for Description



Easement 33543

Orange County, Florida

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: May 14, 2024

Total Amount: \$86.50

Project: Clarcona Park Lift Station and Electric Upgrades

Parcels:

Charge to Account # 1023-043-0263-3810

Controlling Agency Approval Signature Date

Roan Waterbury 5/21/24

Printed Name:

Jose Canas 5/21/24

Fiscal Approval Signature Date

Jose Canas
Printed Name

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condernation Post-Condernation X N/A District # 2

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X Advance Payment Requested (recording fees)
- Donation

Name, Address, FEIN No.

DOCUMENTATION ATTACHED (Check appropriate block{s})

- Contract/ Agreement
- X Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: Orange County Comptroller

IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Elizabeth Price Jackson
Elizabeth Price Jackson, Sr. Title Examiner
Real Estate Management Division

5/17/2024
Date

Payment Approved Mindy T. Cummings
Mindy T. Cummings, Manager, Real Estate Management Div.

5/17/2024
Date

or
Payment Approved _____

Date

Certified J. Hight
Approved by BCC for Deputy Clerk to the Board

JUL 09 2024
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as check is available.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUL 09 2024