



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: October 27, 2023

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

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

FROM: Juanita Thomas – Senior Title Examiner *JT/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 Parcels 11, 13, and 17 –
Phase 3 Permit 21-S-083 OCU File #99036

District 1

PURPOSE: To provide a perpetual, non-exclusive permanent Utility Easement for the purpose of constructing a water line and dry utilities, including installation, repair, replacement, and maintenance.

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ITEM: Utility Easement
Size: 5,849 square feet

APPROVALS: Real Estate Management Division
Orange County Utilities Department
Orange County Public Schools

REMARKS: Columnary Partnership Holding I, LLC (CPH) is donating the easement area which is located wholly within property to be conveyed to Orange County Public Schools.

CPH will pay for recording fees.

NOV 14 2023

Project: Horizon West Village I - Withers PD Parcels 11, 13, and 17 - Phase 3 Permit 21-S-083
OCU File No. 99036

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

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 Oak Lawn Hall at Old Parkland, 3879 Maple Avenue, Suite 300, Dallas, Texas 75219 ("**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 water line, dry utilities 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: 29-24-27-7805-19-002
(the "Easement Area")

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

GRANTOR AND GRANTEE recognize that the Easement Area is located on property which will be conveyed to Orange County Public Schools ("OCPS") and that the property is intended to be used as a public school.

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 any OCPS 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.

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.

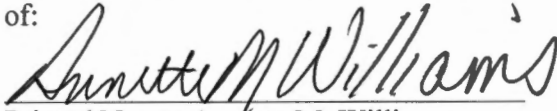
Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

[SIGNATURE PAGES TO FOLLOW]

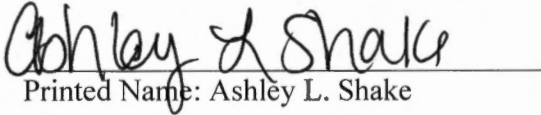
IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

WITNESSES:

Signed, sealed and delivered in the presence of:



Printed Name: Annette M. Williams

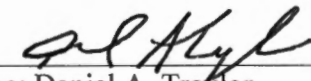


Printed Name: Ashley L. Shake

“GRANTOR”

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

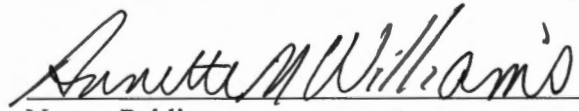
By: COLUMNAR HOLDINGS, LLC, an Indiana limited liability company, its sole Member

By: 
Name: Daniel A. Traylor
Title: President

STATE OF INDIANA
COUNTY OF: VANDERBURGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 28th day of September, 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.




Notary Public
Printed Name: Annette M. Williams
My Commission Expires: 1/31/2030

"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Bryan W. Brooks

for Jerry L. Demings,
Orange County Mayor

Date: *14 November*, 20*23*

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

BY:

Jennifer LARA-Klimecz
for Deputy Clerk

Jennifer LARA-Klimecz
Printed Name

SKETCH OF DESCRIPTION

Exhibit A
Page 1 of 2

HORIZON WEST VILLAGE I - WITHERS PD
PARCELS 11, 13, AND 17 - PHASE 3
PERMIT NUMBER: 21-S-083
NOT A SURVEY

A PARCEL OF LAND, BEING A PORTION OF TRACT S-2 OF WESTHAVEN AT OVATION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 111 AT PAGE 89 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24, RANGE 27, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 29; THENCE RUN NORTH 00°18'05" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1323.27 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 89°51'31" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 151.34 FEET TO THE SOUTHWEST CORNER OF TRACT APF-5A OF SAID PLAT OF WESTHAVEN AT OVATION; THENCE RUN NORTH 00°09'44" EAST ALONG THE EASTERLY LINE OF SAID TRACT APF-5A FOR A DISTANCE OF 481.04 FEET TO THE SOUTHWEST CORNER OF TRACT S-2 OF SAID WESTHAVEN AT OVATION; THENCE DEPARTING SAID EASTERLY LINE RUN SOUTH 89°54'51" WEST ALONG THE NORTHERLY LINE OF SAID TRACT APF-5A AND THE SOUTHERLY LINE OF SAID TRACT S-2 FOR A DISTANCE OF 237.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY AND THE SOUTHERLY LINE AND THE NORTHERLY LINE OF TRACT FD-2 OF SAID WESTHAVEN AT OVATION SOUTH 89°54'51" WEST FOR A DISTANCE OF 588.31 FEET TO THE SOUTHWEST CORNER OF SAID TRACT S-2 AND THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11.00 FEET, WITH A CHORD BEARING OF NORTH 47°41'41" WEST, AND A CHORD DISTANCE OF 14.83 FEET; THENCE RUN NORTHWESTERLY ALONG SAID NORTHERLY LINE OF TRACT FD-2, THE WESTERLY LINE OF SAID TRACT S-2 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°47'10" FOR A DISTANCE OF 16.28 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 89°54'51" EAST FOR A DISTANCE OF 562.65 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 72.00 FEET, WITH A CHORD BEARING OF SOUTH 74°48'24" EAST, AND A CHORD DISTANCE OF 37.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°33'30" FOR A DISTANCE OF 38.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,849 SQUARE FEET MORE OR LESS

SHEET 1 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 SKETCH OF DESCRIPTION
AND LEGEND

SURVEYOR'S NOTES:

1. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JIM L. RICKMAN, P.S.M. #5633 ON 7/24/23; THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 24, RANGE 27 EAST, AS BEING NORTH 00° 18' 05" EAST (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 #: 20190685
DATE: 7/24/2023
SCALE: NA

CALC BY: MR
DRAWN BY: JBF
CHECKED BY: HF
REVISED: 08/16/23

FOR THE LICENSED BUSINESS #6723 BY:
Digitally signed by:
James L Rickman
Date: 2023.08.16
10:17:08 -04'00'
JAMES L. RICKMAN, P.S.M. #5633



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