



Orange County Government

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

Legislation Text

File #: 25-153, **Version:** 1

Interoffice Memorandum

DATE: January 8, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Utility Easement between the School Board of Orange County, Florida and Orange County, Florida, and authorization to record instruments for Site 114-E-SW-4 ES (21-E-035)/Panther Lake Elementary School OCU File 98771. District 1. **(Real Estate Management Division)**

PROJECT:

Site 114-E-SW-4 ES (21-E-035)/Panther Lake Elementary School
OCU File 98771

PURPOSE: To provide for access for construction of master water meter, reclaimed water and a back flow preventer meter, reclaimed water, irrigation meters, water mains, and valves along with any needed appurtenances, including installation, repair, replacement and maintenance for same.

ITEM:

Utility Easement
Cost: Donation
Total Size: 803 square feet

BUDGET: NA

REVENUE: NA

FUNDS: NA

APPROVALS:

Real Estate Management Division

Utilities Department

The School Board of Orange County

REMARKS: This Utility Easement is in connection with The School Board of Orange County's (OCPS) development of Panther Lake Elementary School. OCPS, as a condition of their Utility Permit is required to convey to the County the Easement. The County is executing the Utility Easement to show acceptance of the terms and conditions.

OCPS to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 28 2025

This instrument prepared by and return to:
Jad M. Brewer, Esq.
Orange County Public Schools
6501 Magic Way, Bldg 200
Orlando, FL 32809

This is a Donation

Project: Site: Site 114-E-SW-4 ES (21-E-035)/Panther Lake Elementary School
OCU File No. 98771

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-4.014(10), F.A.C.

UTILITY EASEMENT

THIS INDENTURE, made as of the last date signed below, 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 \$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 Double Detector Check Valve Assembly, Reclaimed Water Meter and Water 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 Exhibit "A"

a portion of tax parcel I.D. Number 05-24-27-0000-00-028
(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.

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.


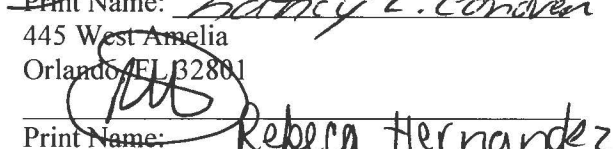
Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

[SIGNATURE PAGES TO FOLLOW]


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

"GRANTOR"

WITNESSES:


Print Name: Nancy L. Conover
445 West Amelia
Orlando, FL 32801

Print Name: Rebeca Hernandez
445 West Amelia
Orlando, FL 32801

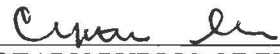
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

By: 
Teresa Jacobs, as Chair

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


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of December, 2024, by Teresa Jacobs, as 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. The individual ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.

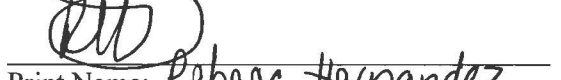



NOTARY PUBLIC OF FLORIDA
Print Name: Cynthia Gomez
Commission No.: _____
Expires: _____

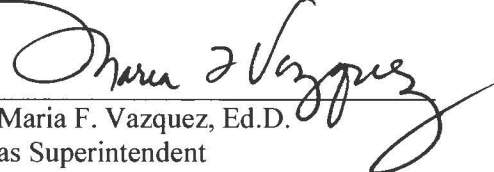
"GRANTOR"

WITNESSES:


Print Name: Nancy L. Canaven
445 West Amelia
Orlando, FL 32801

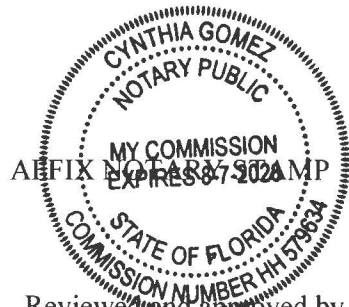

Print Name: Rebeca Hernandez
445 West Amelia
Orlando, FL 32801

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

Attest: 
Maria F. Vazquez, Ed.D.
as Superintendent

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of December, 2024, by Maria F. Vazquez, 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. The individual ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.




Reviewed and approved by Orange County
Public School's Chief Facilities Officer


Rory A. Salimbene
Chief Facilities Officer

Date: December 5, 2024


NOTARY PUBLIC OF FLORIDA
Print Name: Cynthia Gomez
Commission No.: _____
Expires: _____

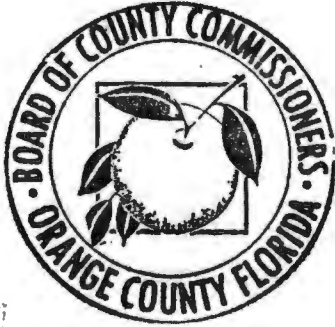
Approved as to form and legality by legal counsel
to The School Board of Orange County, Florida,
exclusively for its use and reliance.


Jad Brewer
Staff Attorney
Date: December 4, 2024

"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Brynn Brooks
for Jerry L. Demings,
Orange County Mayor

Date: 28 January, 2025

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

BY:

for Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

OCU UTILITY EASEMENT SKETCH AND DESCRIPTION

**SITE 114-E-SW-4 ES
ORANGE COUNTY UTILITIES PROJECT #21-E-035
SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA.**

Exhibit A

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A portion of those lands in Section 5, Township 24 South, Range 27 East, Orange County Florida, also being a portion of those lands described and recorded in Official Records Book 10751, page 4806 of the Public Records of said county being more particularly described as follows:

For a Point of Reference commence at the Southeasterly corner of Lot 337 as depicted on Lakeshore Preserve Phase 4, recorded in Plat Book 99, pages 3 through 7 of said Public Records, said point lying on the Westerly right of way line of Summerlake Groves Street, a 70.00 foot right of way as described in DOC# 20190142306, thence Southeasterly along said Westerly right of way line the following 4 courses; Course 1, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 235.00 feet through a central angle of 15°35'01" an arc length of 63.92 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 34°36'00" East, 63.72 feet; Course 2, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 215.00 feet through a central angle of 32°57'53" an arc length of 123.70 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 25°54'34" East, 122.00 feet; Course 3, thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 270.00 feet through a central angle of 54°40'30" an arc length of 257.65 feet to a Point of Reverse Curvature, said arc being subtended by a chord bearing and distance of South 36°45'53" East, 247.98 feet; Course 4, thence Southeasterly along the arc of a curve concave Southwesterly having a radius of 230.00 feet through a central angle of 51°35'03" an arc length of 207.07 feet to a Point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 38°18'37" East, 200.15 feet.

From said Point of Beginning thence Southerly continuing along said Westerly right of way line and along the arc of a curve concave Southwesterly having a radius of 230.00 feet through a central angle of 6°12'05" an arc length of 24.89 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 9°25'03" East, 24.88 feet; thence Southwesterly departing said Westerly right of way line and along the arc of a non-tangent curve concave Northwesterly having a radius of 1763.00 feet through a central angle of 00°58'48" an arc length of 30.15 feet to a Point on said curve, said arc being subtended by a chord bearing and distance of South 58°48'30" West, 30.15 feet; thence North 30°42'06" West, along a non-tangent line, 23.00 feet; thence Northeasterly along the arc of a non-tangent curve concave Northwesterly having a radius of 1740.00 feet through a central angle of 1°17'25" an arc length of 39.19, said arc being subtended by a chord bearing and distance of North 58°39'11" East, 39.19 feet and the Point of Beginning.

Containing 803.00 square feet more or less.

NOTE= SEE SHEET 2 OF 3 AND 3 OF 3 FOR SKETCH AND LEGEND
NOT VALID WITHOUT SHEETS 1, 2, AND 3.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID L LAMMERS, PSM LS 7136 ON 4-11-2023. THE SIGNATURE HERON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062

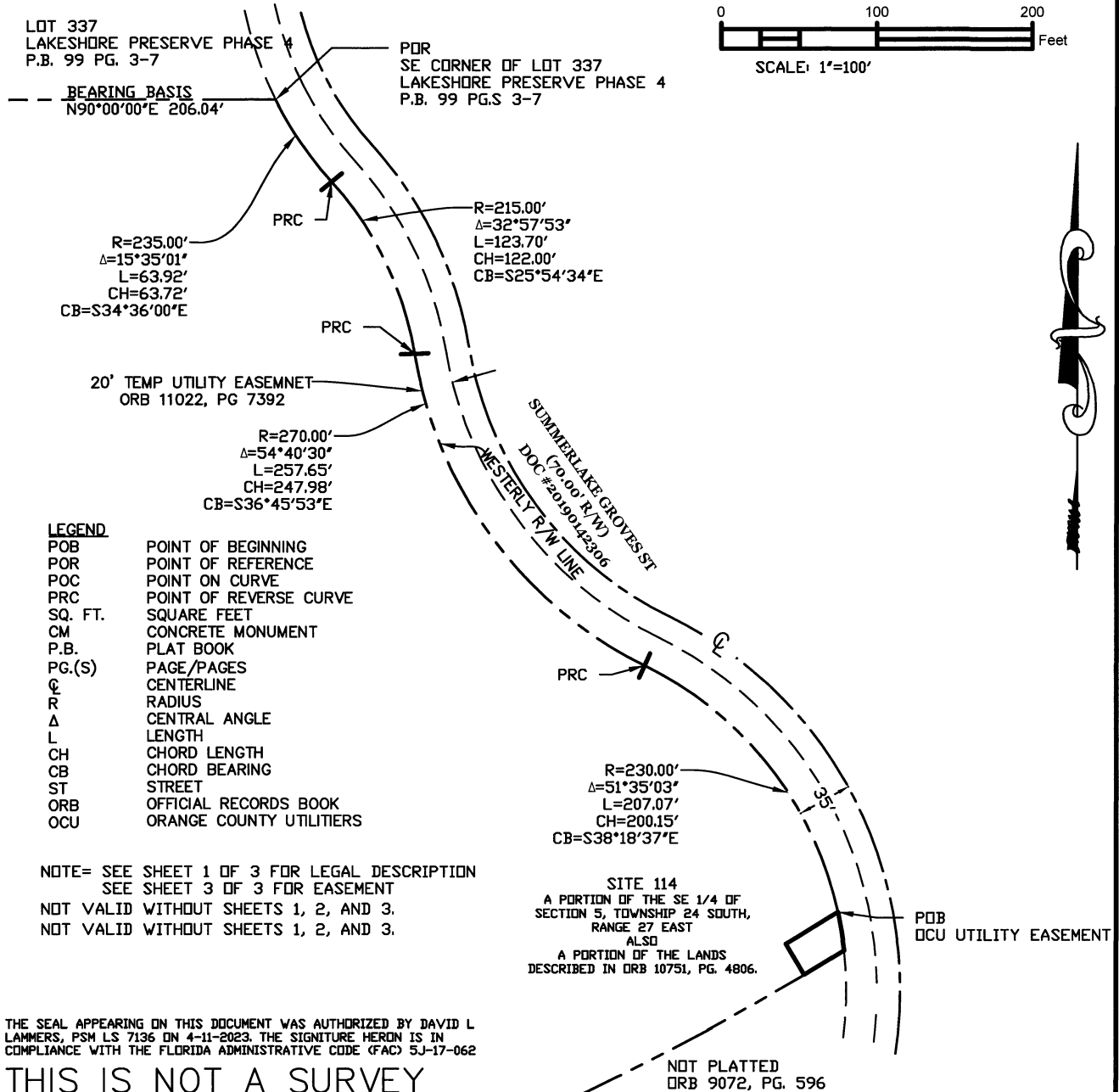
THIS IS NOT A SURVEY

DATE: 04-11-23

DRAWN BY: SG	CHECKED BY: DLL	JOB NO.: W38-05	SHEET 1 OF 3	DRAWING NAME: EASEMENT
John B. Webb & Associates, Inc. CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS 925 S. DENNING DRIVE WINTER PARK, FLORIDA 32789 PH: (407) 622-9322 FAX: (407) 622-9325 EMAIL: WEBBENGRAOL.COM LICENSED BUSINESS CERTIFICATION LB. #3763			<p>THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 5J-17.052(3), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027 FLORIDA STATUTES.</p> <p>DAVID L. LAMMERS, PSM PROFESSIONAL SURVEYOR AND MAPPER LS 7163 STATE OF FLORIDA</p> <p>NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062(3).</p> <p>Digitally signed by David L. Lammers Date: 2023.06.07 10: 36:59 -04'00'</p>	

OCU UTILITY EASEMENT SKETCH AND DESCRIPTION

SITE 114-E-SW-4 ES
ORANGE COUNTY UTILITIES PROJECT #21-E-035
SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID L LAMMERS, PSM LS 7136 ON 4-11-2023. THE SIGNATURE HEREIN IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062

THIS IS NOT A SURVEY

DRAWN BY: SG CHECKED BY: DLL; JOB NO.: W38-05 SHEET 2 OF 3 DRAWING NAME: EASEMENT DATE: 04-11-23

John B. Webb & Associates, Inc.
 CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
 925 S. DENNING DRIVE
 WINTER PARK, FLORIDA 32789
 PH: (407) 622-9322 FAX: (407) 622-9325
 EMAIL: WEBBENGRAOL.COM
 LICENSED BUSINESS CERTIFICATION LB. #3763

THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 5J-17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027 FLORIDA STATUTES.



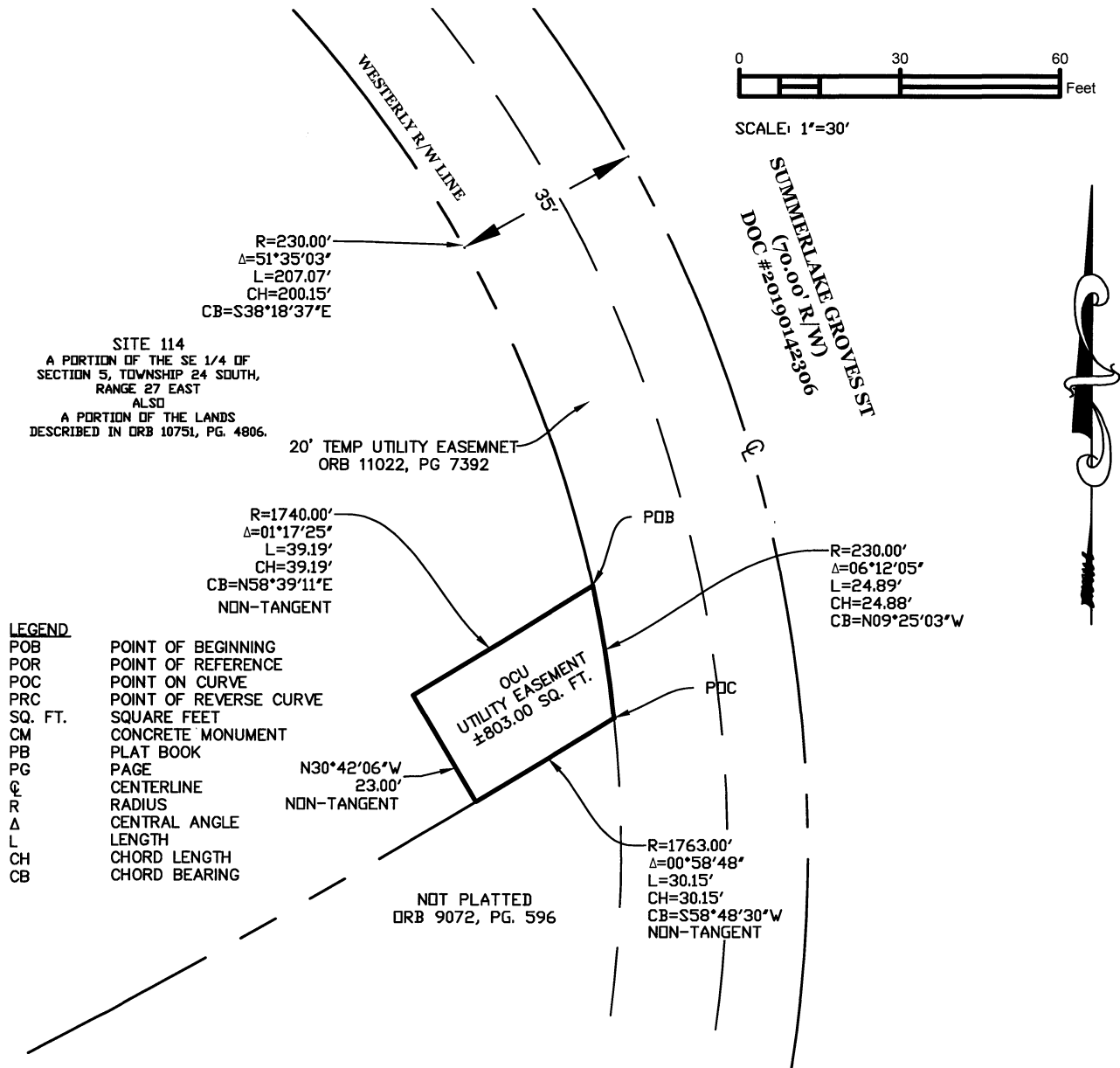
DAVID L. LAMMERS, PSM
 PROFESSIONAL SURVEYOR AND MAPPER: LS 7163
 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062(3).

Digitally signed by
 David L. Lammers
 Date: 2023.06.07 10:
 37:43 -04'00'

OCU UTILITY EASEMENT SKETCH AND DESCRIPTION

SITE 114-E-SW-4 ES
ORANGE COUNTY UTILITIES PROJECT #21-E-035
SECTION 5, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA.



DRAWN BY: SG	CHECKED BY: DLL;	JOB NO.: W38-05	SHEET 3 OF 3	DRAWING NAME: EASEMENT
--------------	------------------	-----------------	--------------	------------------------

John B. Webb & Associates, Inc.
 CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
 925 S. DENNING DRIVE
 WINTER PARK, FLORIDA 32789
 PH: (407) 622-9322 FAX: (407) 622-9325
 EMAIL: WEBBENGRAOL.COM
 LICENSED BUSINESS CERTIFICATION LB. #3763

THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 5J-17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027 FLORIDA STATUTES.

DAVID L. LAMMERS, PSM
 PROFESSIONAL SURVEYOR AND MAPPER LS 7163
 STATE OF FLORIDA
 NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062(3).

Digitally signed by David L Lammers
 Date: 2023.06.07 10:38:11 -04'00'