




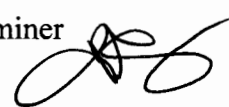
Interoffice Memorandum BCC Mtg. Date: October 4, 2016

REAL ESTATE MANAGEMENT ITEM 2

DATE: September 8, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Administrative Services Department

FROM: Theresa A. Avery, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF UTILITY EASEMENT BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
ORANGE COUNTY AND AUTHORIZATION TO RECORD
INSTRUMENT

PROJECT: Waterford ES OCU File No. 74646

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: 934 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS: The County is executing the Utility Easement to show acceptance of the terms and conditions.

Grantor to pay recording fees.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 04 2016

This instrument prepared by and return to:
Laura L. Kelly, Esq.
Orange County Public Schools
445 West Amelia Street
Orlando, FL 32801

Project: Waterford ES
OCU File No. 74646

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 18th day of July, 2016, 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 post office address is P. O. Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH, that GRANTOR, in consideration of the sum of \$10.00 and other good and valuable considerations, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive easement for the limited purpose of constructing two (2) water master meters, and any appurtenances thereto (the "Facilities"), including installation, repair, replacement and maintenance of same, with fully 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 situated in Orange County, Florida aforesaid, to wit:

See attached Exhibits "A" and "B"

A portion of Tax Parcel I.D. Number: 27-22-31-0000-00-014
(the "Easement Areas")

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

GRANTEE shall use 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 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 rights provided herein.

GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the Facilities placed thereon by GRANTEE and its assigns; however, 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 GRANTEE'S rights provided herein.

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

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.

GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Throughout the term of this easement, GRANTEE shall maintain general liability insurance or self-insurance in compliance with the limits provided in §768.28, Fla. Stat. 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 §768.28, Fla. Stat., 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 any and all rules and regulations of the Jessica Lunsford Act, if applicable, and any and all rules or regulations implemented by GRANTOR in order to comply with the Jessica Lunsford Act, if applicable.

THIS EASEMENT is granted subject to all matters of record and without warranty as to the Easement Area's suitability for use as an easement.

Nothing herein shall be construed as a waiver of GRANTEE'S or GRANTOR'S sovereign immunity provided under §768.28, Fla. Stat., 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 agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.


[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

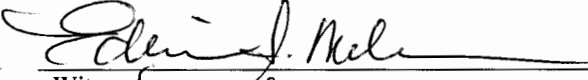
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused theses presents to be signed on the dates provided below.


GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA

Grantor(s) mailing address:

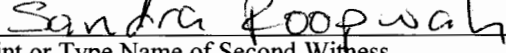
445 West Amelia Street
Orlando, Florida 32801-1129


WILLIAM E. SUBLETTE, its Chairman


Witness


Print or Type Name of First Witness



Witness

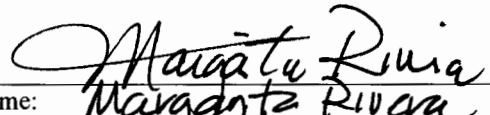

Print or Type Name of Second Witness

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

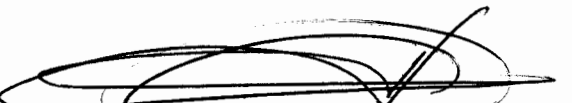
STATE OF FLORIDA
COUNTY OF ORANGE


The foregoing Easement was acknowledged before me this 18th day of July, 2016, 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.

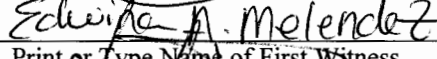
(SEAL) 
MARGARITA RIVERA
MY COMMISSION # EE864042
EXPIRES January 10, 2017
FloridaNotaryService.com


Name: Margarita Rivera
Notary Public:
Serial Number:
My Commission Expires:

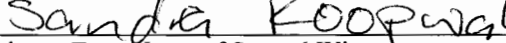
ATTEST:


BARBARA M. JENKINS, as Secretary and Superintendent


Witness


Print or Type Name of First Witness


Witness


Print or Type Name of Second Witness

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 18th day of July, 2016, by Barbara M. Jenkins, as Secretary and 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)

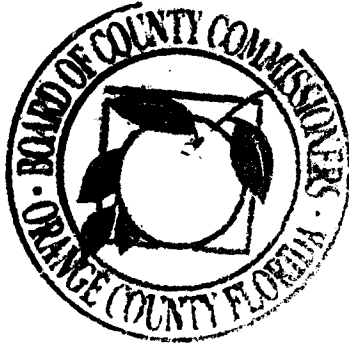

MARGARITA RIVERA
MY COMMISSION # EE864042
EXPIRES January 10, 2017
FloridaNotaryService.com


Name: Margarita Rivera
Notary Public:
Serial Number:
My Commission Expires:

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

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*
Date: June 16, 2016



ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

By: *Katie Smith*
Deputy Clerk
Katie Smith
Printed Name

Reviewed and approved by Orange County Public Schools
Chief Facilities Officer

By: *John T. Morris*
Date: 6/24, 2016

"GRANTEE"
ORANGE COUNTY, FLORIDA
By Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: 10.4.16

Exhibit "A"

SCHEDULE "A"
MASTER METER EASEMENT #1

DESCRIPTION:

A portion of land lying within Section 27, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

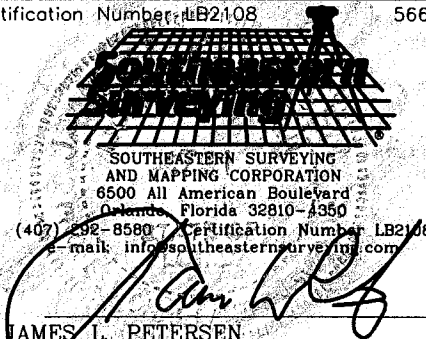
Commence at the Northeast corner of Lot 21 and the Southeast corner of Tract "B", HUCKLEBERRY FIELDS N-1B, according to the Plat thereof as recorded in Plat Book 15, Pages 121 and 122, Public Records of Orange County, Florida; thence North 00°01'26" East a distance of 72.51 feet along the East line of said Tract "B", to the POINT OF BEGINNING; thence continue along the East line of said Tract "B", North 00°01'26" East a distance of 1.80 feet to the Northeast corner of said Tract "B", and the South right-of-way line of Lake Underhill Road as recorded in Official records Book 4725, Page 1694, Public Records of Orange County, Florida; thence from said corner being a non-tangent point of a curve concave Northeasterly having a radius of 1007.73 feet and a central angle of 00°44'51", a chord bearing of South 60°24'25" East and a chord distance of 13.15 feet; thence Northeasterly along the arc of said curve a distance of 13.15 feet; thence departing said South right-of-way line of Lake Underhill Road South 13°40'38" East a distance of 40.73 feet; thence South 76°19'22" West a distance of 10.00 feet; thence North 13°40'38" West a distance of 48.00 feet to the POINT OF BEGINNING.

Containing 454 square feet more or less

SURVEYORS REPORT:

1. Bearings shown on this plat are based on the East line of the East line of Tract "B" HUCKLEBERRY FIELDS N-1B, according to the Plat thereof as recorded in Plat Book 15, Pages 121 and 122, Public Records of being North 00°01'26" 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 Minimum Technical Standards for Land Surveying CHAPTER 5J-17.050-.052 requirements.

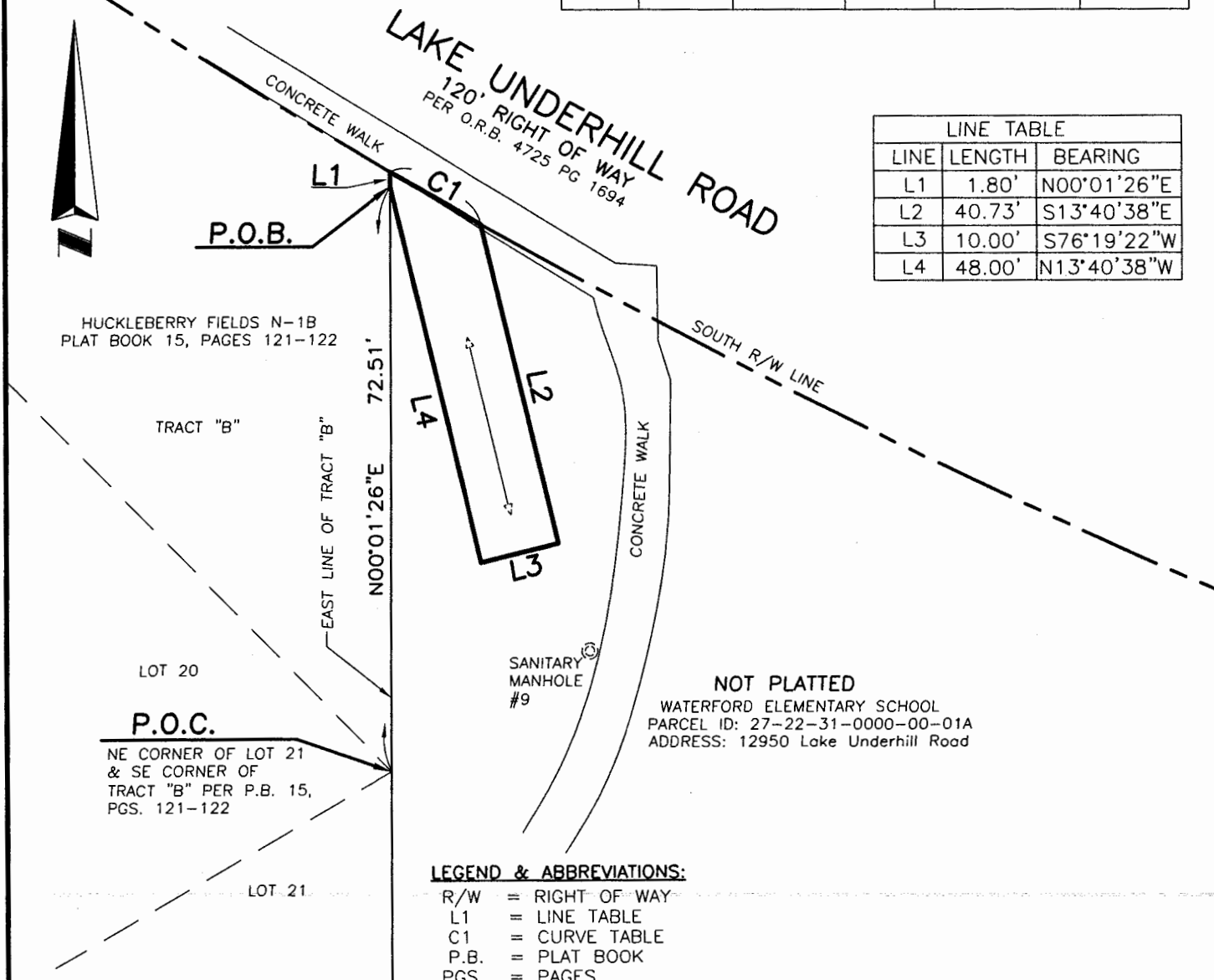
NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION	Date: 04-14-2014 MV		Certification Number: LB2108 56624002
FOR Waterford Elementary School; Waterford ES-Master Meter Assembly	Job Number: 56624	Scale: 1" = 20'	
	<p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
MASTER METER EASEMENT #1

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1007.73'	00°44'51"	13.15'	S60°24'25"E	13.15'

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.80'	N00°01'26"E
L2	40.73'	S13°40'38"E
L3	10.00'	S76°19'22"W
L4	48.00'	N13°40'38"W



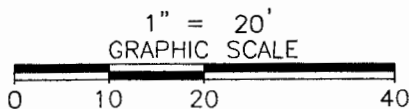
LEGEND & ABBREVIATIONS:

R/W = RIGHT OF WAY
 L1 = LINE TABLE
 C1 = CURVE TABLE
 P.B. = PLAT BOOK
 PGS. = PAGES
 ID = IDENTIFICATION
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 <—> = BACKFLOW PREVENTER
 O.R.B. = OFFICIAL RECORDS BOOK

NOTE:
NOT VALID WITHOUT SHEET 1 OF 2



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.

Drawing Number: 56624002
 Job No.: 56624
 Date: 04-14-2014
 SHEET 2 OF 2
 See Sheet 1 for Description

Exhibit "B"

SCHEDULE "A"
MASTER METER EASEMENT #2

DESCRIPTION:

A portion of land lying within Section 27, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

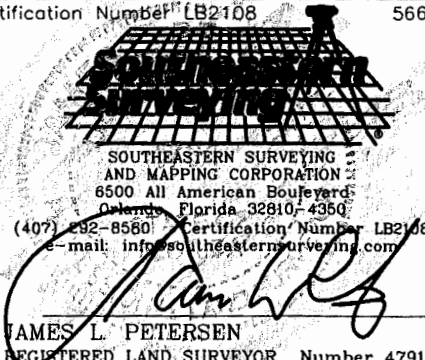
Commence at the East 1/4 corner of Section 27, Township 22 South, Range 31 East, Orange County, Florida; thence South 00°18'20" East along the East line of said Section 27, a distance of 1768.22 feet; thence South 89°41'40" West, a distance of 67.12 feet to a point on the West right-of-way line of Woodbury Road as recorded in Official Records Book 95, page 504, and Official Records Book 145, Page 139, Public Records of Orange County, Florida for the POINT OF BEGINNING; thence South 00°18'20" East a distance of 10.00 feet, along said West right-of-way line; thence departing said West right-of-way line, North 88°29'39" West a distance of 48.02 feet; thence North 00°18'20" West a distance of 10.00 feet; thence South 88°29'39" East a distance of 48.02 feet to the POINT OF BEGINNING.

Containing 480 square feet more or less

SURVEYORS REPORT:

1. Bearings shown on this plat are based on the East line of Section 27, Township 22 South, Range 31 East, Orange County, Florida as being South 00°18'20" 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 Minimum Technical Standards for Land Surveying CHAPTER 5J-17.050-.052 requirements.

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION	Date: 04-14-2014 MV	Certification Number LB2108 56624003
FOR Waterford Elementary School; Waterford ES-Master Meter Assembly	Job Number: 56624 Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 Certification Number LB2108 e-mail: info@southesternsurveying.com</p> <p>JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791</p>
	<p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

SKETCH OF DESCRIPTION
MASTER METER EASEMENT #2

LAKE UNDERHILL ROAD

120' RIGHT OF WAY
PER O.R.B. 4725 PG 1694

SOUTH R/W LINE



NOT PLATTED

WATERFORD ELEMENTARY SCHOOL
PARCEL ID: 27-22-31-0000-00-01A
ADDRESS: 12950 Lake Underhill Road

WEST R/W LINE

WOODBURY ROAD

63' RIGHT OF WAY
PER O.R.B. 95, PG. 504
AND O.R.B. 145, PG. 139

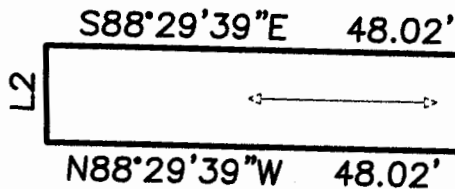
P.O.C.

EAST 1/4 CORNER OF SECTION 27,
TOWNSHIP 22 SOUTH, 31 EAST

1768.22'

EAST LINE OF SECTION 27-22-31

S00°18'20"E



P.O.B.

LINE TABLE

LINE	LENGTH	BEARING
L1	10.00'	S00°18'20"E
L2	10.00'	N00°18'20"W

LEGEND & ABBREVIATIONS:

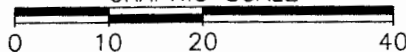
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- ↔ = BACKFLOW PREVENTER

NOTE:
NOT VALID WITHOUT SHEET 1 OF 2



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AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
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e-mail: info@southeasternsurveying.com

1" = 20'
GRAPHIC SCALE



Drawing Number: 56624003
Job No.: 56624
Date: 04-14-2014
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.