



Interoffice Memorandum

BCC Mtg. Date: November 1, 2016

REAL ESTATE MANAGEMENT ITEM 1

DATE: October 13, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division *de froy*

FROM: Elizabeth Price Jackson, 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: Lockhart ES
OCU File No. 81667

District 2

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

ITEM: Utility Easement
Cost: Donation
Size: 806 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

NOV 01 2016

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

Project: Lockhart ES
OCU File No. 81667

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 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 a fire line master meter, potable water irrigation meter, 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 Exhibit "A"

A portion of Tax Parcel I.D. Number: 32-21-29-0000-00-038
(the "Easement Area")

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:

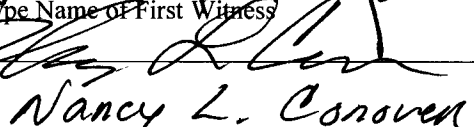
445 West Amelia Street
Orlando, Florida 32801-1129


WILLIAM E. SUBLETTE, its Chairman

Witness


Print or Type Name of First Witness

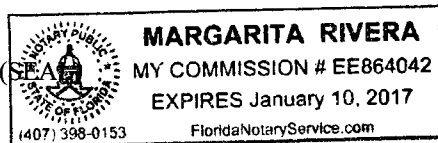
Witness


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 26th 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.



Name:

Notary Public:

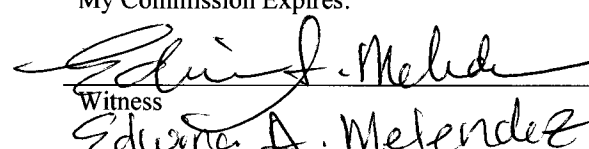
Serial Number:

My Commission Expires:

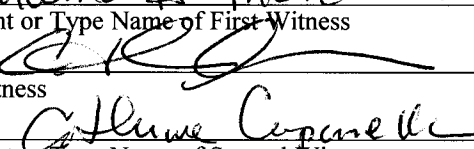
ATTEST:


**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 26th 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)



Name:

Notary Public:

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: July 29, 2016

Reviewed and approved by Orange County Public Schools
Chief Facilities Officer

By: John T. Morris
John T. Morris, Chief Facilities Officer
Date: July 26, 2016



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

By: Teresa Jacobs
Teresa Jacobs,
Orange County Mayor
Date: 11.1.16

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

By: Katie Smith
Deputy Clerk
Katie Smith
Printed Name

EASEMENT SKETCH AND DESCRIPTION OF MASTER METER (POTABLE/FIRE)

SECTION 32, TOWNSHIP 21, RANGE 29 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

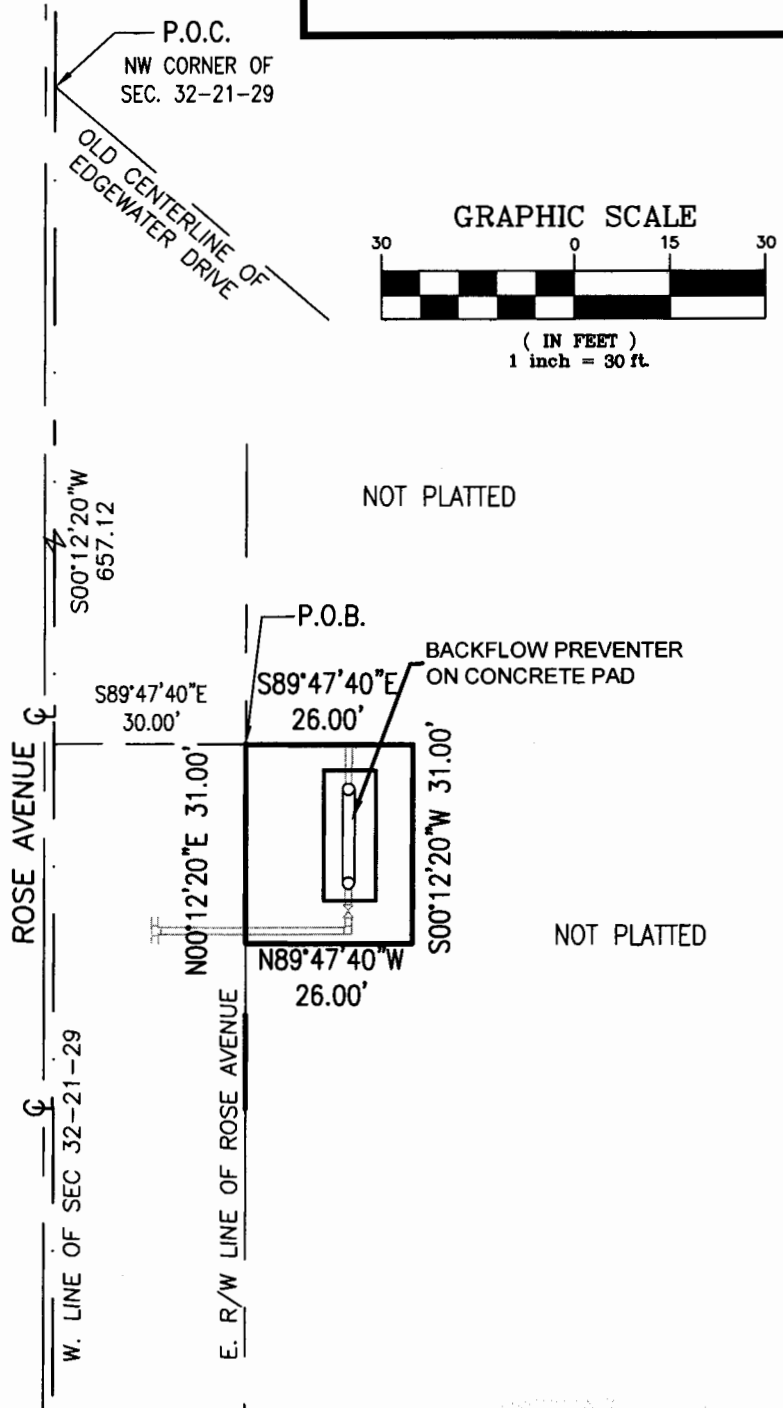
COMMENCE AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°12'20"W ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 657.12 FEET; THENCE LEAVING SAID WEST LINE S89°47'40"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF ROSE AVENUE, A VARIABLE WIDTH PUBLIC RIGHT OF WAY PER RIGHT OF WAY FOR COUNTY ROAD NO. 424 (EDGEWATER DRIVE) ACCORDING TO COUNTY ROAD PROJECT NO. C.I.P. 5023; THENCE S89°47'40"E, A DISTANCE OF 26.00 FEET; THENCE S00°12'20"W, A DISTANCE OF 31.00 FEET; THENCE N89°47'40"W, A DISTANCE OF 26.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE THENCE N00°12'20"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES (806.000 SQUARE FEET) MORE OR LESS.

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 21 EAST, ORANGE COUNTY, FLORIDA HAVING AN ASSUMED BEARING OF S00°12'20"W.
2. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO RECORDS PROVIDED BY THE CLIENT, AND TO EXISTING FIELD MONUMENTATION.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. BOUNDARY DIMENSIONS SHOWN ARE FIELD MEASUREMENT.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED OR UN-RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. CERTIFICATE OF AUTHORIZATION #3763.
7. SKETCH IS NOT A SURVEY.

LAND SURVEYING DIVISION OF
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: WEBBENGRA@AOL.COM



"SKETCH OF DESCRIPTION"

LEGEND
C.I.P. CAPITAL IMPROVEMENT PROJECT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R/W RIGHT OF WAY
SEC. SECTION
SQ. FT. SQUARE FEET
CL CENTERLINE

DRAWN BY: ADA DATE: 05-24-16
CHECKED BY: DEM DRAWING NO: UTILITY EASEMENT
FIELD DATE: 03-30-16 FIELD BOOK: 207/69
JOB NO.: M47-01 SHEET 1 OF 1
REVISIONS: DESCRIPTION:

THIS SURVEY 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.

06-21-16
DEAN E. MDSLOW, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6058
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER