

# Interoffice Memorandum

BCC Mtg. Date: November 1, 2016

# **REAL ESTATE MANAGEMENT ITEM 2**

**DATE:** October 13, 2016

**TO:** Mayor Teresa Jacobs

and the

**Board of County Commissioners** 

THROUGH: Ann Caswell, Manager

Real Estate Management Division

**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:** Lake Whitney ES

OCU File No. 79085

District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility

facilities as a requirement of development.

**ITEM:** Utility Easement

Cost: Donation

Total size: 4,182 square feet

**APPROVALS:** Real Estate Management Division

County Attorney's Office

Utilities Department

Risk Management Division

Real Estate Management Division Agenda Item 2 October 13, 2016 Page 2

**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.

# BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS NOV 0 1 2016

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

Project:

Lake Whitney ES OCU File No. 79085

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 Ish day of Level, 2016, between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate lody 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 an irrigation meter, fire line master meter, master water 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 Exhibits "A", "B-1", "B-2", and "B-3"

A portion of Tax Parcel I.D. Number: 31-22-28-0000-00-013 (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:	Grantor(s) mailing address:
THE SCHOOL BOARD OF	
ORANGE COUNTY, FLORIDA	445 West Amelia Street
	Orlando, Florida 32801-1129
	$O_{4} \cap O_{4} \supset$
	Education
// /01h	Witness
/ serefable	Excinct the enter
WILLIAM E. SUBLETTE, its Chairman	Print or Type Name of First Witness
<b>,</b>	Vertil
	Witness
	Sandra Koopwal
	Print or Type Name of Second Witness
	*(Names must be typed on or printed under each signature)
STATE OF FLORIDA	
COUNTY OF ORANGE	
	124h -T.1.
The foregoing Easement was acknowledged before	
	E SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a
•	n who is personally known to me or who have produced
as identific	ation.
	(V)
MARGARITA RIVERA	Harga ( Kille
(SEAL) MY COMMISSION # EE864042	Namé: Walkarte Rivava
EXPIRES January 10, 2017	Notary Public:
(407) 398-0153 FloridaNotaryService.com	Serial Number:
Torrest to the second s	My Commission Expires:
ATTEST:	- 02 / 24
	Zdu St. Mill
	Witness A A A A A
	Edwha A MANOUT
BARBARA M. JENKINS, as Secretary and	Print or Type Name of First Witness
Superintendent	Xelli >
	Witness
	Sanda Koopwal
	Print or Type Name of Second Witness
	*(Names must be typed on or printed under each signature)
STATE OF FLORIDA	
COUNTY OF ORANGE	
	10th Til,
The foregoing Easement was acknowledged before	
, ,	intendent of THE SCHOOL BOARD OF ORANGE COUNTY,
•	rporation who is personally known to me or who have produced
as identific	ation.
(SEAL)	$(M \leftarrow + 1)$
	Htaga la tema
11111	Name! Ulavaartz Pivera
MARGARITA RIVERA	Notary Public:
MY COMMISSION # EE864042	Serial Number:
EXPIRES January 10, 2017	My Commission Expires:
(407) 398-0153 FloridaNotaryService.com	

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

Date: , 2016 Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morvis, Chief Facilities Officer , 2016 Date:

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

Teresa Jacobs,
Orange County Mayor

Date:

ATTEST:

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

By:

Katie Smith

Printed Name

Exhibit "A"

SCHEDULE "A"

SKETCH OF DESCRIPTION

PARCEL: 903

ESTATE: PERPETUAL EASEMENT PURPOSE: INGRESS / EGRESS

# Description

A portion of those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County, Florida, being more particularly described as follows:

That part of the Southwest 1/4 of Section 31, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence run N 89°36'38" E for a distance of 30.00 feet to the northerly prolongation of the east right-of-way line of Windermere Road; thence run S 00°38'22" E along said northerly prolongation and said east right-of-way line for a distance of 864.66 feet to a point on the northerly line of those lands described in Official Records Book 5121, Page 1512; thence continue S 00°38'22" E along said east right-of-way line for a distance of 81.96 feet to the point of curvature of a curve concave northeasterly having a radius of 1116.28 feet; thence run southeasterly along the arc of said curve and said east right-of-way line through a central angle of 38°16'00" for a distance of 745.54 feet to the point of tangency; thence run S 38°54'22" E along said east right-of-way line for a distance of 211.41 feet to the point of curvature of a curve concave southwesterly having a radius of 849.02 feet and a chord bearing of S 35°53'59" E; thence run Southeasterly along the arc of said curve and said east right-of-way line through a central angle of 06°00'46" for a distance of 89.10 feet to a point of non-tangency on the southerly line of those lands described in Official Records Book 5121, Page 1512; thence run along said southerly line for the next seven bearings and distances: N 57°06'24" E for a distance of 2.75 feet; thence run N 04°45'43" W for a distance of 22.47 feet; thence run N 24°16'33" E for a distance of 45.00 feet; thence run N 39°08'31" E for a distance of 36.39 feet; thence run N 53°32' 15" E for a distance of 95.90 feet; thence run N 52°28'01" E for a distance of 32.34 feet; thence run N 60°36'20" E for a distance of 24.94 feet; thence departing said southerly line run N 36°36'38" W, for a distance of 7.02 feet to the POINT OF BEGINNING of the herein described parcel; continue N 36°36'38" W, for a distance of 10.00 feet; thence run S 53°23'22" W, for a distance of 240.43 feet to the east right-of-way line of Windermere Road and a point on a non-tangent curve with a radius of 849.02 feet, concave to the southwest; thence southeasterly along the east right-of-way and said curve to the right through a central angle of 00°40'29", a distance of 10.00 feet where the chord bears S 36°52'21" E for a distance of 10.00 feet to the point of intersection with a non-tangent line; thence N 53°23'22" E, for a distance of 240.39 feet to the POINT OF BEGINNING.

Containing 2,404.0 square feet or 0.055 acres, more or less.

#### Surveyor's Notes:

- 1. This Sketch of Description is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 2. This Sketch of Description has been prepared without the benefit of a title report or abstract and may not reflect all pertinent matters of record, such as easements, ownerships or other instruments of record. Ownership information shown hereon is based upon data provided by the Orange County Property Appraiser Office.
- 3. Bearings shown hereon are assumed and based on the North line those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County Florida, as being S 89° 36' 38" W.
- The delineation of lands shown hereon is at the client's request.
- 5. This Sketch of Description is certified to Orange County Utilities Engineering Division.

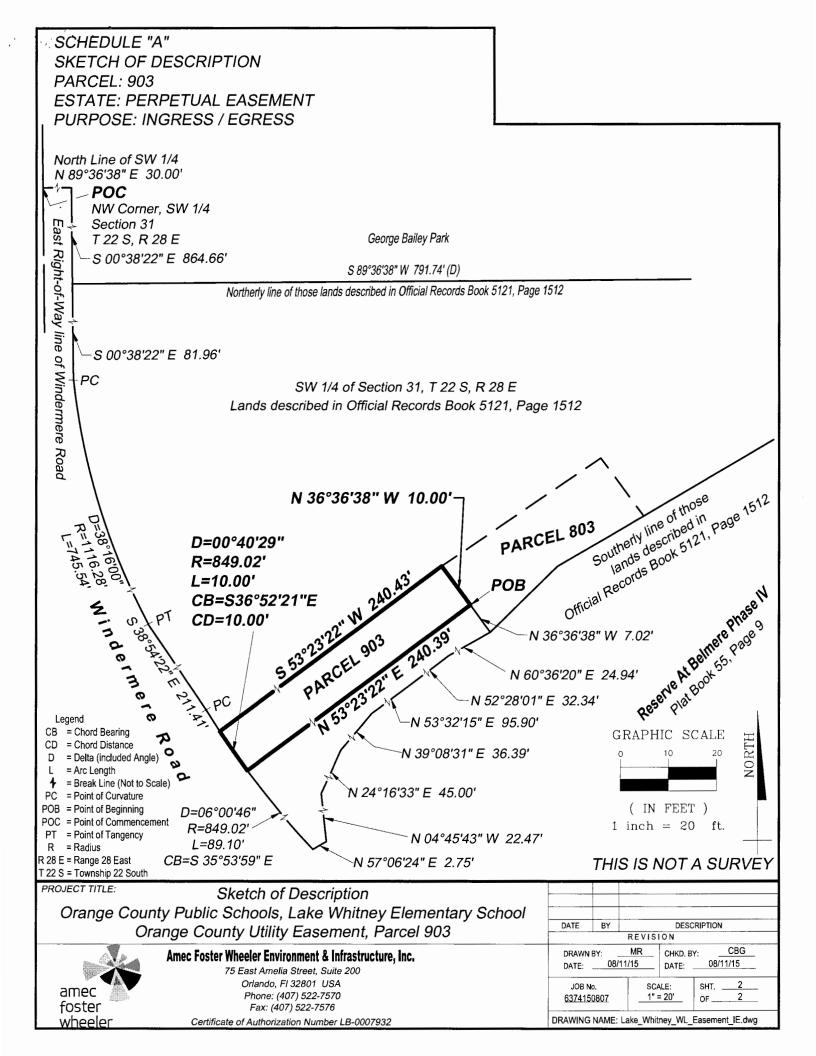
CHARLES B. GARDINER

Florida Professional Surveyor and Mapper

License No. LS 5046

THIS IS NOT A SURVEY

#### PROJECT TITLE: Sketch of Description Orange County Public Schools, Lake Whitney Elementary School DESCRIPTION DATE Orange County Utility Easement, Parcel 903 REVISION CBG MR CHKD, BY: Amec Foster Wheeler Environment & Infrastructure, Inc. DRAWN BY: 08/11/15 08/11/15 DATE: DATE: 75 East Amelia Street, Suite 200 Orlando, FI 32801 USA JOB No. SCALE: SHT. amec Phone: (407) 522-7570 N/A 6374150807 OF foster Fax: (407) 522-7576 DRAWING NAME: Lake\_Whitney\_WL\_Easement\_IE.dwg wheeler Certificate of Authorization Number LB-0007932



SCHEDULE "A"

SKETCH OF DESCRIPTION

PARCEL: 801

ESTATE: PERPETUAL EASEMENT

PURPOSE: WATER LINE

## Description

A portion of those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County, Florida, being more particularly described as follows:

Exhibit "B-1"

That part of the Southwest 1/4 of Section 31, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence run N 89°36'38" E for a distance of 30.00 feet to the northerly prolongation of the east right-of-way line of Windermere Road; thence run S 00°38'22" E along said northerly prolongation and said east right-of-way line for a distance of 864.66 feet to a point on the northerly line of those lands described in Official Records Book 5121, Page 1512; thence continue S 00°38'22" E along said east right-of-way line for a distance of 15.14 feet to the to the POINT OF BEGINNING of the herein described parcel; thence run N 89°21'38" E, for a distance of 15.00 feet; thence run S 00°38'22" E, for a distance of 20.00 feet; thence run S 89°21'38" W, for a distance of 15.00 feet to the aforementioned east right-of-way line; thence run N 00°38'22" W, along said east right-of-way line for a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 300 square feet or .007 acres, more or less.

# Surveyor's Notes:

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- 4. The delineation of lands shown hereon is at the client's request
- 5. This Sketch of Description is certified to Orange County Utilities Engineering Division.

CHARLES B. GARDINER

Florida Professional Surveyor and Mapper

License No. LS 5046

THIS IS NOT A SURVEY

#### PROJECT TITLE: Sketch of Description Orange County Public Schools, Lake Whitney Elementary School DESCRIPTION DATE BY Orange County Utility Easement, Parcel 801 REVISION CHKD, BY: Amec Foster Wheeler Environment & Infrastructure, Inc. DRAWN BY 03/24/2015 03/24/2015 DATE: DATE: 75 East Amelia Street, Suite 200 Orlando, Fl 32801 USA JOB No. amec Phone: (407) 522-7570 6374150807 N/A foster Fax: (407) 522-7576 DRAWING NAME: Lake\_Whitney\_WL\_Easement.dwg wheeler Certificate of Authorization Number LB-0007932

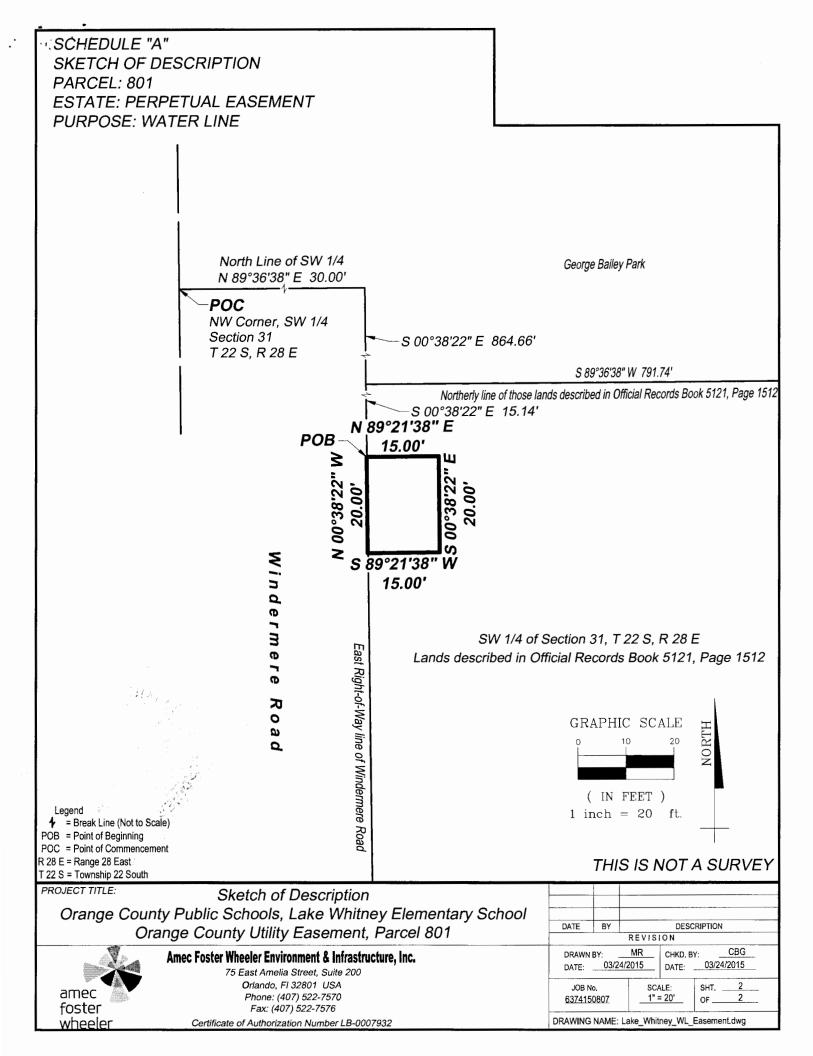


Exhibit "B-2"

SCHEDULE "A"

SKETCH OF DESCRIPTION

PARCEL: 802

ESTATE: PERPETUAL EASEMENT

PURPOSE: WATER LINE

## Description

A portion of those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County, Florida, being more particularly described as follows:

That part of the Southwest 1/4 of Section 31, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence run N 89°36'38" E for a distance of 30.00 feet to the northerly prolongation of the east right-of-way line of Windermere Road; thence run S 00°38'22" E along said northerly prolongation and said east right-of-way line for a distance of 864.66 feet to a point on the northerly line of those lands described in Official Records Book 5121, Page 1512; thence continue S 00°38'22" E along said east right-of-way line for a distance of 81.96 feet to the point of curvature of a curve concave northeasterly, having a radius of 1116.28 feet; thence run southeasterly along the arc of said curve and said east right-of-way line through a central angle of 14°17'26" for a distance of 278.44 feet to the to the POINT OF BEGINNING of the herein described parcel; thence run N 75°04'06" E, for a distance of 25.00 feet; thence run S 15°51'01" E, for a distance of 35.00 feet; thence run S 73°13'51" W, for a distance of 25.00 feet to said east right-of-way and a point on a non-tangent curve with a radius of 1116.28 feet, concave to the east; thence northerly along said curve to the right, through a central angle of 01°50'15", a distance of 35.80 feet where the chord bears N 15°51'02" W a distance of 35.80 feet to the POINT OF BEGINNING.

Containing 888 square feet or .020 acres, more or less.

## Surveyor's Notes:

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- 3. Bearings shown hereon are assumed and based on the North line those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County Florida, as being S 89° 36' 38" W.
- 4. The delineation of lands shown hereon is at the client's request
- 5. This Sketch of Description is certified to Orange County Utilities Engineering Division.

CHARLES B. GARDINER

Florida Professional Surveyor and Mapper

License No. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE: Sketch of Description Orange County Public Schools, Lake Whitney Elementary School DESCRIPTION DATE Orange County Utility Easement, Parcel 802 REVISION CBG MR CHKD, BY: Amec Foster Wheeler Environment & Infrastructure, Inc. 03/24/2015 03/24/2015 DATE: DATE: 75 East Amelia Street, Suite 200 Orlando, Fl 32801 USA JOB No. SCALE: SHT. Phone: (407) 522-7570 6374150807 N/A foster Fax: (407) 522-7576 DRAWING NAME: Lake\_Whitney\_WL\_Easement.dwg Certificate of Authorization Number LB-0007932 wheeler

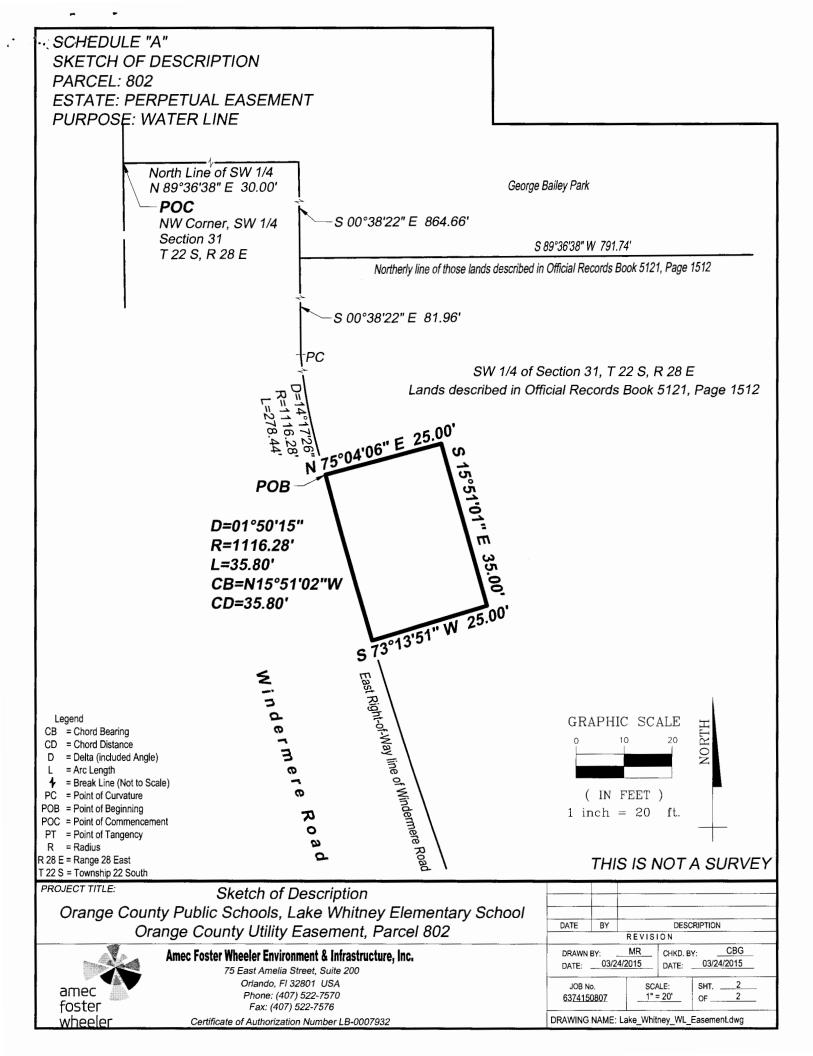


Exhibit "B-3"

SCHEDULE "A"

SKETCH OF DESCRIPTION

PARCEL: 803

ESTATE: PERPETUAL EASEMENT

PURPOSE: WATER LINE

## Description

A portion of those lands described in Official Records Book 5121, Page 1512, of the public records of Orange County, Florida, being more particularly described as follows:

That part of the Southwest 1/4 of Section 31, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

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Containing 590 square feet or 0.014 acres, more or less.

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CHARLES B. GARDINER

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