




Interoffice Memorandum


BCC Mtg. Date: November 1, 2016

REAL ESTATE MANAGEMENT ITEM 3

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: Little River ES
OCU File No. 70646

District 3

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

ITEM: Utility Easement
Cost: Donation
Size: 3,407 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: Little River ES
OCU File No. 70646

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 a master water meter, fire line 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" and "B"

A portion of Tax Parcel I.D. Number: 25-22-30-0000-00-054
(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]


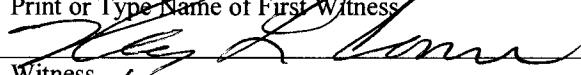
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused theses presents to be signed on the dates provided below.

GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA

Grantor(s) mailing address:

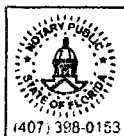
445 West Amelia Street
Orlando, Florida 32801-1129


WILLIAM E. SUBLETTE, its Chairman

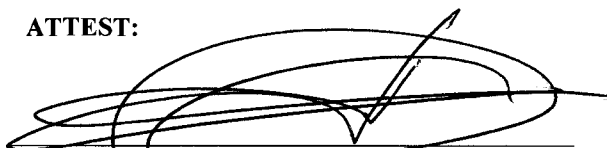

Witness
Edwina A. Melendez
Print or Type Name of First Witness

Witness
Nancy L. Conover
Print or Type Name of Second Witness
*(Names must be typed on or printed under each signature)

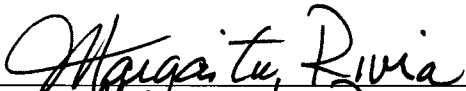
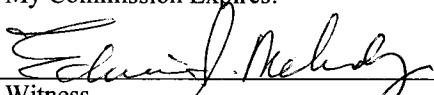
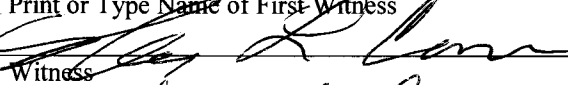
STATE OF FLORIDA
COUNTY OF ORANGE

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
(407) 398-0153 FloridaNotaryService.com

ATTEST:


BARBARA M. JENKINS, as Secretary and Superintendent

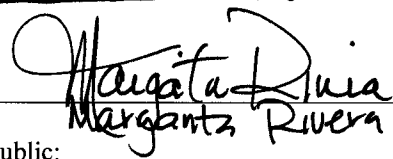

Name: Margarita Rivera
Notary Public:
Serial Number:
My Commission Expires:

Witness
Edwina A. Melendez
Print or Type Name of First Witness

Witness
Nancy L. Conover
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
(407) 398-0153 FloridaNotaryService.com

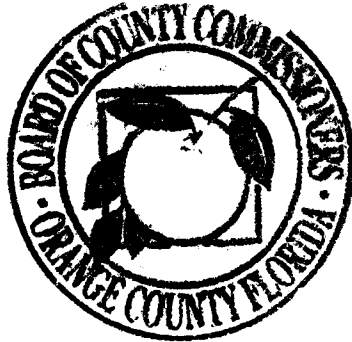

Name: Margarita Rivera
Notary Public:
Serial Number:
My Commission Expires:

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
Date: June 16, 2016

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
Date: 11.1.16

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

By: Katie Smith
Printed Name

SKETCH & LEGAL DESCRIPTION UTILITY EASEMENT LITTLE RIVER ELEMENTARY SCHOOL

SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 747 (LITTLE RIVER ELEMENTARY SCHOOL), OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PINAR THIRD ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 132, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE, WITH THE NORTH LINE OF SAID PLAT OF PINAR THIRD ADDITION, S89°55'25"E, A DISTANCE OF 1062.77 FEET TO THE POINT OF BEGINNING;


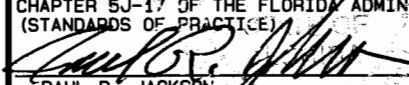
THENCE THROUGH SAID LITTLE RIVER ELEMENTARY SCHOOL PREMISES, THE FOLLOWING FOUR (4) COURSES: (1) N00°04'35"E, A DISTANCE OF 20.00 FEET; (2) S89°55'25"E, A DISTANCE OF 175.68 FEET; (3) S28°10'40"W, A DISTANCE OF 22.67 FEET; (4) N89°55'25"W, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.078 ACRES (3,407 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A UTILITY EASEMENT AT LITTLE RIVER ELEMENTARY SCHOOL.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH AND LEGAL DESCRIPTION IS THE NORTH LINE OF PINAR THIRD ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 132, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR S89°55'25"E.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS SKETCH AND LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

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

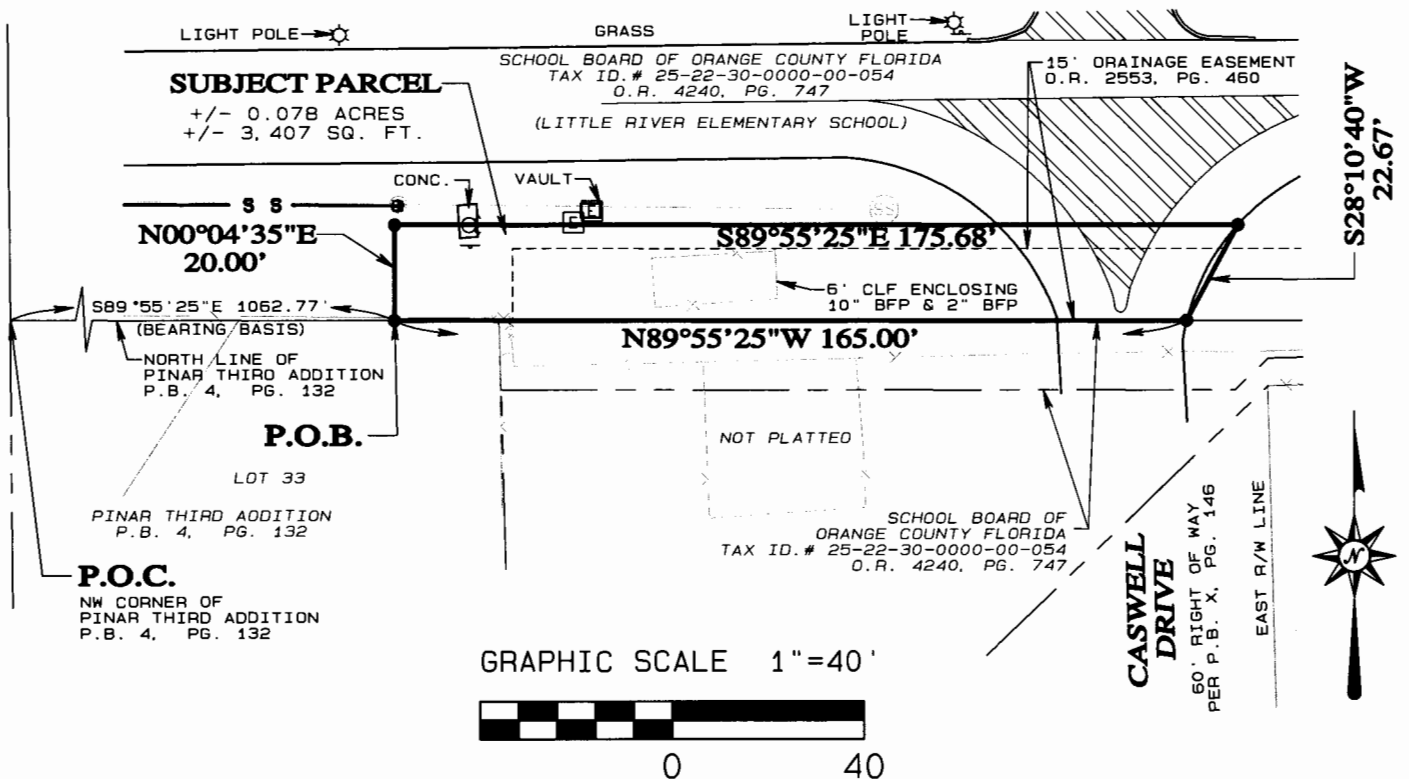
 LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 www.leadingedgeels.com	SKETCH & LEGAL DESCRIPTION FOR ORANGE COUNTY PUBLIC SCHOOLS		DATE OF DRAWING: 16 MAR 2015	
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH AND LEGAL DESCRIPTION IN ACCORDANCE WITH CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE (STANDARDS OF PRACTICE).  DATE 3/16/15 PAUL R. JACKSON PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6719		MANAGER: PRJ CADD: MAP PROJECT NUMBER: 23B-130012 FIELD BOOK NUMBER: LAST FIELD WORK: 07 OCT 2014 CREW CHIEF(S): COMPUTER FILE: 238001250D.PRO SCALE: 1" = 40' SHEET 1 OF 2	

SKETCH & LEGAL DESCRIPTION UTILITY EASEMENT LITTLE RIVER ELEMENTARY SCHOOL

SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

LEGEND

	SANITARY MANHOLE	P.O.C.	POINT OF COMMENCEMENT
	CLEANOUT	P.O.B.	POINT OF BEGINNING
	FIRE HYDRANT	O.R.	OFFICIAL RECORDS BOOK
	LIGHT POLE	P.B.	PLAT BOOK
	SIGN	PG.	PAGE
	ELECTRIC BOX/VAULT	LB	LICENSED BUSINESS
	FENCE LINE	PSM	PROFESSIONAL SURVEYOR & MAPPER
	SANITARY SEWER LINE	CONC.	CONCRETE
	CHANGE IN DIRECTION (NOT INTENDED TO INDICATE MONUMENTATION)	CLF	CHAIN LINK FENCE
		BFP	BACK FLOW PREVENTOR
		SQ.FT.	SQUARE FEET
		R/W	RIGHT OF WAY
		ID.	IDENTIFICATION



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 2)

**LEADING EDGE
LAND SERVICES**
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
www.leadingedgeels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

**SKETCH & LEGAL DESCRIPTION
FOR
ORANGE COUNTY PUBLIC SCHOOLS**

THIS IS NOT A
BOUNDARY SURVEY

THIS SKETCH IS INCOMPLETE
UNLESS ACCOMPANIED BY A
LEGAL DESCRIPTION OF THE
PROPERTY DEPICTED HEREON

DATE OF DRAWING: 16 MAR 2015
MANAGER: PRJ CADD: MAP
PROJECT NUMBER: 283-13012
FIELD BODK NUMBER:
LAST FIELD WORK: 07 OCT 2014
CREW CHIEF (S):
COMPUTER FILE: 2380012500.PRO
SCALE: 1" = 40' SHEET 2 OF 2

**SKETCH & LEGAL DESCRIPTION
MASTER METER AND
FIRE LINE METER EASEMENT
OCU FILE NUMBER: 70646
OCU PERMIT NUMBER: 12-E-026**

LITTLE RIVER ELEMENTARY SCHOOL
SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

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SAID PARCEL CONTAINS 0.078 ACRES (3,407 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS FOR A MASTER WATER METER AND A 10"X2" FIRE LINE MASTER METER EASEMENT AT LITTLE RIVER ELEMENTARY SCHOOL.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH AND LEGAL DESCRIPTION IS THE NORTH LINE OF PINAR THIRD ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 132, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR S89°55'25"E.
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REVISED: MAY 10, 2015

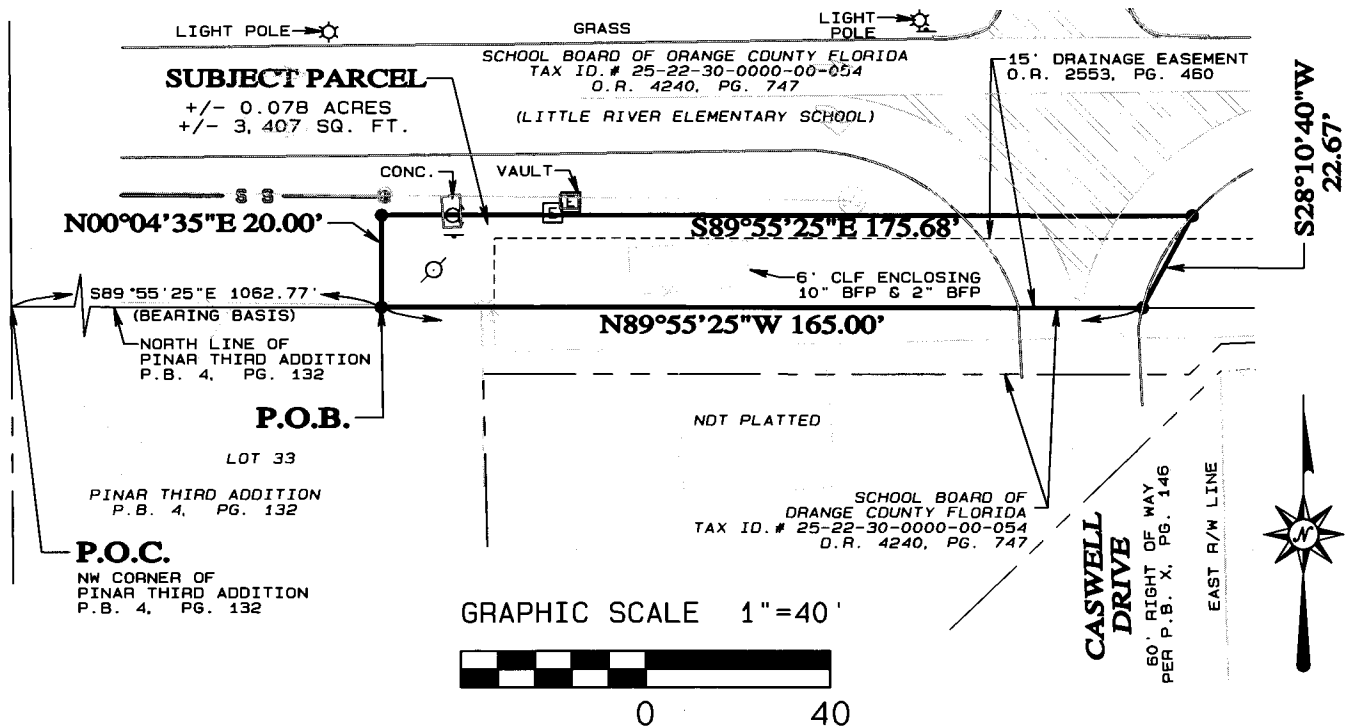
 <p>LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 www.leadingedgeels.com</p>	SKETCH & LEGAL DESCRIPTION FOR ORANGE COUNTY PUBLIC SCHOOLS	DATE OF DRAWING: 16 MAR 2015
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH AND LEGAL DESCRIPTION IN ACCORDANCE WITH CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE (STANDARDS OF PRACTICE) DATE:	MANAGER: PRJ CADD: MAP
FLORIDA LICENSED BUSINESS NUMBER LB 6846	PAUL R. JACKSON PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6719	PROJECT NUMBER: 238-13012 FIELD BOOK NUMBER: LAST FIELD WORK: 07 OCT 2014 CREW CHIEF(S): COMPUTER FILE: 2380012S00.PRO SCALE: 1" = 40' SHEET 1 OF 2

SKETCH & LEGAL DESCRIPTION MASTER METER AND FIRE LINE METER EASEMENT OCU FILE NUMBER: 70646 OCU PERMIT NUMBER: 12-E-026

LITTLE RIVER ELEMENTARY SCHOOL
SECTION 25, TOWNSHIP 22 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

LEGEND

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	CLEANOUT	P.O.B.	POINT OF BEGINNING
	FIRE HYDRANT	O.R.	OFFICIAL RECORDS BOOK
	LIGHT POLE	P.B.	PLAT BOOK
	SIGN	PG.	PAGE
	ELECTRIC BOX/VAULT	LB	LICENSED BUSINESS
	FENCE LINE	PSM	PROFESSIONAL SURVEYOR & MAPPER
	SANITARY SEWER LINE	CONC.	CONCRETE
	CHANGE IN DIRECTION (NOT INTENDED TO INDICATE MONUMENTATION)	CLF	CHAIN LINK FENCE
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		SQ.FT.	SQUARE FEET
		R/W	RIGHT OF WAY
		ID.	IDENTIFICATION



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REVISED: MAY 10, 2015

**LEADING EDGE
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FIELD BOOK NUMBER:
LAST FIELD WORK: 07 OCT 2014
CREW CHIEF(S):
COMPUTER FILE: 2380012SOD.PRO
SCALE: 1" = 40' SHEET 2 OF 2

FLORIDA LICENSED BUSINESS NUMBER LB 6846