Interoffice Memorandum



REAL ESTATE MANAGEMENT ITEM 4

DATE:	February 10, 201	7

TO: Mayor Teresa Jacobs and the Board of County Commissioners

- **THROUGH:** Ann Caswell, Manager Real Estate Management Division
- Theresa A. Avery, Senior Title Examiner FROM: Real Estate Management Division
- CONTACT **PERSON:** Ann Caswell, Manager
- **Real Estate Management DIVISION:** Phone: (407) 836-7082

ACTION

- APPROVAL AND EXECUTION OF UTILITY EASEMENT BETWEEN **REQUESTED:** THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD **INSTRUMENT**
- **PROJECT: Riverside ES** OCU File No. 81348

District 2

- **PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.
- **ITEM:** Utility Easement Cost: Donation Total size: 390 square feet
- **APPROVALS:** Real Estate Management Division Utilities Department

Real Estate Management Division Agenda Item 4 February 10, 2017 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. This instrument prepared by and return to: Laura L. Kelly, Esq. Orange County Public Schools 445 West Amelia Street Orlando, FL 32801 APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS MAR 2 1 2017

Project: Riverside ES OCU File No. 81348

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 $\underline{S40}$ day of $\underline{Decers basis}$, 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 Exhibits "A" and "B"

A portion of Tax Parcel I.D. Number: 28-21-29-0000-00-094 (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 Areas 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 Areas 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 Areas; 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 Areas.

GRANTOR retains the right to use, access and enjoy and to permit others to use, access and enjoy the Easement Areas 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 Areas 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 Areas 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 Areas 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.

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GRANTEE may at any time change the location of the Facilities within the boundaries of the Easement Areas, 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 Areas. 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 Areas 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 Areas.

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 Areas' 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 Areas 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
4	Orlando, Florida 32801-1129
(n n)	Over M. Saurer
mall	Witness yan M. Adamos
WILLIAM E. SUBLETTE, its Chairman	Print or Type Name of First Witness
	Witness R. KARAhill
	Print or Type Name of Second Witness
	*(Names must be typed on or printed under each signature)
STATE OF FLORIDA)	
) S.S.:	
COUNTY OF ORANGE)	
The foregoing Easement was acknowledged before	me this 8th day of December
	SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a
	he Constitution and the laws of the State of Florida, on behalf
of The School Board. He is personally known to me	
identification.	Λ
1111111	, Hoseph Miraa
(SEAL) JOSEPH M. MORGAN	Name: Aseph Margan
(OLAL) MY COMMISSION # EE872589	Notary Public:
EXPIRES February 07, 2017 (407) 394-0183 FloridaNotaryService.com	Serial Number:
	My Commission Expires:
ATTEST:	$\left(h \left[n + f \right] \right)$
A A A A	Algarla tour
19 ANN	Witness Ways of Change
	Narantz Ettera
BARBARA W. JENKINS, Ed.D.	Print or Type Name of First Witness
as Superintendent	Karia Chille MA
	Withess
	Kong Garcia Ubranoz
STATE OF FLORIDA)	Print or Type Name of Second Witness *(Names must be typed on or printed under each signature)
) s.s.:	(Names must be typed on or printed under each signature)
COUNTY OF ORANGE)	
	on
The foregoing instrument was acknowledged before r	ne this day of CIMIZIN, 2016, by Barbara M.
Jenkins, Ed.D., as Superintendent of The School Bo	ard of Orange County, Florida, a public corporate body and
-	f of The School Board. She is personally known to me or had
produced (type of iden	ntification) as identification and has acknowledged that he/she
signed the instrument voluntarily for the purpose expr	
signed the instrument voluntarity for the purpose expl	



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Name: Notary Public: 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: ly, Esquire _, 2016 Date:



ATTEST: County Comptroller, Clerk to the Board

Deputy **Katle Smith**

Printed Name

By:

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

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

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

aluk anda. By: Teresa Jacobs,

Teresa Jacobs, Orange County Mayor

3.21.17 Date:

Exhibit "A"

OF A ORANGE COUNTY UTILITIES - WATER (UTILITY) EASEMENT LOCATED IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

LEGAL DESCRIPTION - ORANGE COUNTY UTILITIES - WATER (UTILITY) EASEMENT

A PORTION OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK K, RIVERSIDE ACRES SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 8, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 0'25'20" WEST FOR A DISTANCE OF 60.00 FEET TO SOUTHWEST CORNER OF THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2931, PAGE 1876; THENCE RUN NORTH 89'52'05" EAST ALONG THE SOUTHERLY LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 96.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89'52'05" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN SOUTH 0'07'55" EAST FOR A DISTANCE OF 20.00 FEET: THENCE RUN SOUTH 89'52'05" WEST FOR A DISTANCE OF 15.00 FEET: THENCE RUN NORTH 0'07'55" WEST FOR A DISTANCE OF 20.00 FEET TO THE AFORESAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 300 SQUARE FEET, MORE OR LESS.

AT 2016 SED 29 ST MANOR OCDS COMMENTS

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							SHEET 1 OF 2
CERTIFIED T	D:				SURVEYOR'S CERTIFICATION		
1.					I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION REPRESENTED		
2.					HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BEUEF. IT HAS BEEN PREPARED IN ACCORDANCE		
3.					WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF		
4.					THE FLORIDA STATUES.		
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OCPS - RIVERSIDE ELEMENTARY				LOJ			
PROJECT No		150059 DRAW	N DATE	2016.02.23		N MARC	Diversified
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No.	DATE	BY	DESCRIPTIO	N	Muller 119/16	67773	PHONE 407.681.3836 FAX 407.681.6541
Δ1	2016.MAY.23	S.L. MANOR	REVISED UT	ILITY LOCATION	SHERRY LEE MANOR, PSM - LS# 6961		WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM
Δ2	2016.MAY.26	S.L. MANOR	SPLIT LEGAL	& SKETCH	THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829
<u>۲۸</u>	2016 CED 20	SI MANOR	OCDS COM	AENITS	SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.	1	FROTESSIONAL SURVETOR & MAPPER BUSINESS LICENSE LD#7025

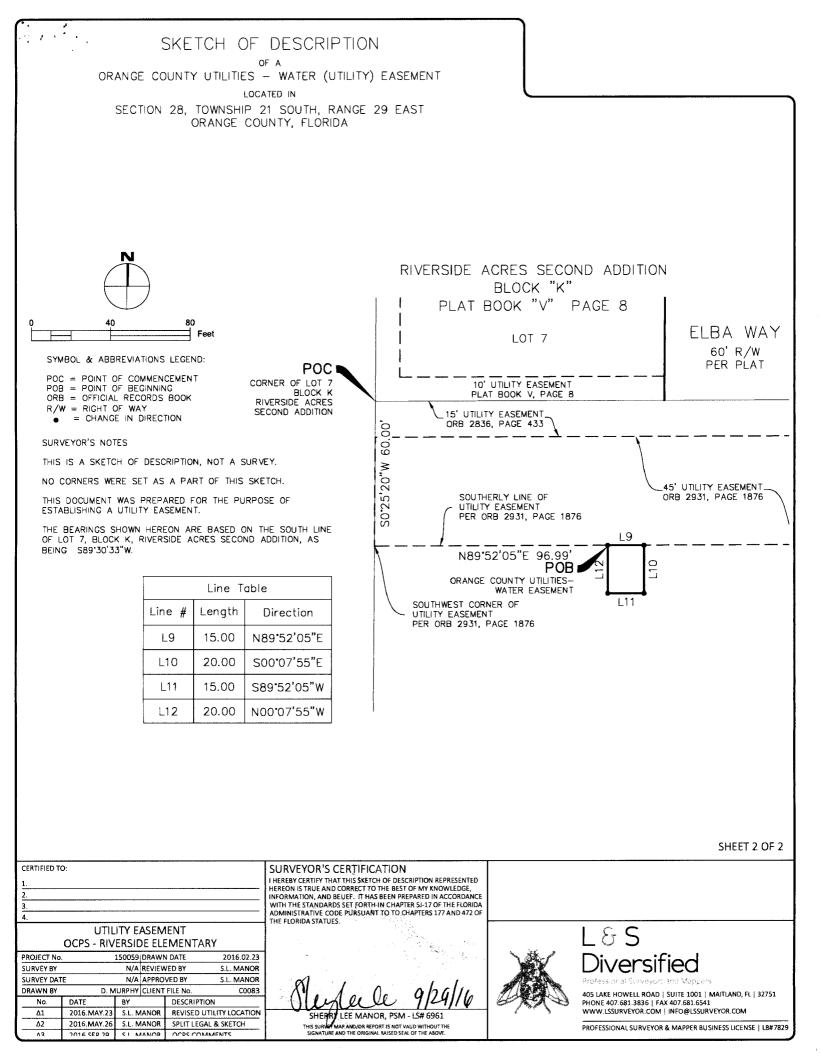


Exhibit "B"

OF A ORANGE COUNTY UTILITIES - WATER (UTILITY) EASEMENT LOCATED IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

LEGAL DESCRIPTION - UTILITY EASEMENT

9167 E

A PORTION OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK K, RIVERSIDE ACRES SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 8, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 0'25'20" WEST FOR A DISTANCE OF 741.53 FEET TO THE NORTHWEST CORNER OF THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3037, PAGE 1112; THENCE RUN SOUTH 89'41'25" EAST ALONG THE NORTHERLY LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 292.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 0'18'35" EAST FOR A DISTANCE OF 6.00 FEET; THENCE RUN SOUTH 89'41'25" EAST FOR A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 0'18'35" WEST FOR A DISTANCE OF 6.00 FEET TO A POINT ALONG THE AFORESAID NORTHERLY LINE OF THE UTILITY EASEMENT; THENCE RUN NORTH 89'41'25" WEST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 15.00 FEET ALONG SAID NORTHERLY LINE TO THE AFORESAID POINT OF BEGINNING.

SAID PARCEL CONTAINING 90 SQUARE FEET, MORE OR LESS.

							SHEET 1 OF 2
CERTIFIED T <u>1.</u> <u>2.</u> <u>3.</u> <u>4.</u>	0:				SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-70 FTHE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTER 51-77 AND 472 OF		
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No.	DATE	BY	DESCRIPTIC	N	(WUA) = 0, 9/29/16	CAN DO	PHONE 407.681.3836 FAX 407.681.6541
Δ1	2016.JUNE.16	S.L. MANOR	SPLIT LEGA	& SKETCH	SHERRY LEE MANOR, PSM - LS# 6961	2 N	WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM
Δ2	2016.SEP.29	S.L. MANOR	OCPS COM	MENTS	THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.		PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829

