





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** March 28, 2017

**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:** Windermere HS  
OCU File No. 82967  
  
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: 1,699 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department

**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

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

APR 25 2017

Project: Windermere HS  
OCU File No. 82967

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 28th day of February, 2017, 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 water main master meter, 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" and "B"

A portion of Tax Parcel I.D. Number: 14-23-27-0000-00-013  
(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.

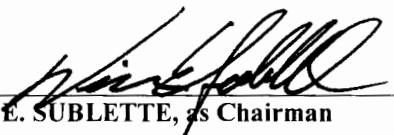
The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the Easement Area by GRANTEE, its agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

**[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these 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, as Chairman

Witness 

Print or Type Name of First Witness

Witness 

Print or Type Name of Second Witness

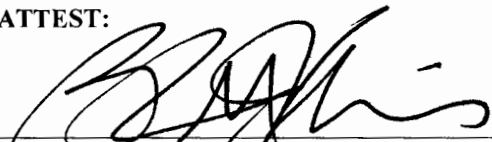
\*(Names must be typed on or printed under each signature)

STATE OF FLORIDA )  
 ) s.s.:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2017, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. He is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he signed the instrument voluntarily for the purpose expressed in it.



ATTEST:

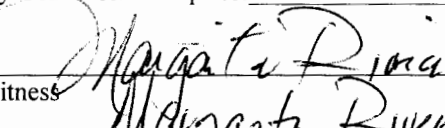
  
\_\_\_\_\_  
BARBARA M. JENKINS, Ed.D.  
as Superintendent

Notary Public 

Name: Margarita Rivera

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Witness 

Print or Type Name of First Witness

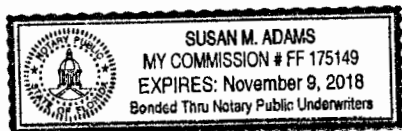
Witness 

Print or Type Name of Second Witness

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

STATE OF FLORIDA )  
 ) s.s.:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2017, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that she signed the instrument voluntarily for the purpose expressed in it.



Notary Public 

Name: Susan Adams

Serial Number: \_\_\_\_\_

Commission No. \_\_\_\_\_

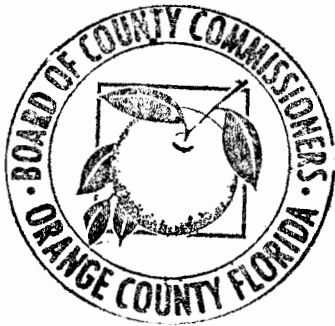
My Commission Expires: \_\_\_\_\_

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: April 6, 2017

Reviewed and approved by Orange County Public Schools  
Chief Facilities Officer

By: John T. Morris  
John T. Morris, Chief Facilities Officer  
Date: 4/10, 2017



**"GRANTEE"**

**ORANGE COUNTY, FLORIDA**

By Board of County Commissioners

By: Teressa Jacobs  
Teressa Jacobs,  
Orange County Mayor  
Date: 4.25.17

ATTEST: Phil Diamond, CPA, County Comptroller,  
As Clerk to the Board of County  
Commissioners

By: Noelia Perez  
Deputy Clerk  
Noelia Perez  
Printed Name

## SCHEDULE "A" WATERMAIN EASEMENT

**PROJECT NAME:** WINDERMERE HIGH SCHOOL**DESCRIPTION:**

That part of Section 14, Township 23 South, Range 27 East, lying in Orange County, Florida, being more particularly describe as follows:

COMMENCE at the West Quarter Corner of Section 14, Township 23 South, Range 27 East, thence N89°36'21"E, a distance of 2642.20 feet along the North line of the Southwest Quarter of said Section 14 to the West line of the Southeast Quarter of said Section 14, thence S00°01'54"W, a distance of 1857.18 feet along said West line, thence departing said West line, N90°00'00"E, a distance of 79.55 feet to the East right of way line of Winter Garden Vineland Road per the following documents: Road Book 2, Page 89, Deed Book 347, Page 590, Deed Book 396, Pages 59 & 61, Plat Book 36, Page 119, Official Record Book 9649, Page 3921, Official Record Book 9722, Page 8676, and Official Record Book 9823, Page 2439 all recorded in the Public Records of Orange County, Florida to POINT OF BEGINNING; thence departing said East right of way line N89°37'59"E, a distance of 25.00 feet; thence S00°22'01"E, a distance of 53.63 feet; thence S89°37'59"W, a distance 25.00 feet to aforementioned East right of way line; thence N00°22'01"W, a distance 53.63 feet along said East right of way line to the POINT OF BEGINNING.

Containing 1,341 square feet more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on North line of the Southwest 1/4 of Section 14, Township 23 South, Range 27 East as being N89°36'21"E.
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 Standards of Practice for Land Surveying Chapter 5J-17 requirements.

**Sketch of Description**

FOR  
Orange County Public Schools  
Orange County Utilities  
Wharton-Smith Inc.  
Construction Group

Date: October 26, 2016 JLG

Job Number: 60098 Scale: 1" = 30'

Chapter 5J-17, Florida  
Administrative Code requires  
that a legal description drawing  
bear the notation that  
**THIS IS NOT A SURVEY.**

SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH

Certification Number LB2108 60098001



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
e-mail: info@southeasternsurveying.com

*James L. Petersen*  
JAMES L. PETERSEN  
REGISTERED LAND SURVEYOR Number 4791

# SKETCH OF DESCRIPTION WATERMAIN EASEMENT

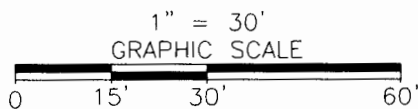
## POINT COMMENCEMENT

WEST 1/4 CORNER  
SECTION 14,  
TOWNSHIP 23 SOUTH,  
RANGE 27 EAST  
CCR#074820

N89°36'21"E  
2642.20'

NORTH LINE OF THE SW 1/4  
SECTION 14,  
TOWNSHIP 23 SOUTH,  
RANGE 27 EAST

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°37'59"E	25.00'
L2	S00°22'01"E	53.63'
L3	S89°37'59"W	25.00'
L4	N00°22'01"W	53.63'



## LEGEND:

PB = PLAT BOOK  
RB = ROAD BOOK  
ORB = OFFICIAL RECORDS BOOK  
PG(S) = PAGE(S)  
CCR = CERTIFIED CORNER RECORD  
DB = DEED BOOK

WEST LINE OF THE SE 1/4  
SECTION 14, TOWNSHIP 23 SOUTH,  
RANGE 27 EAST

S00°01'54"W  
1857.18'

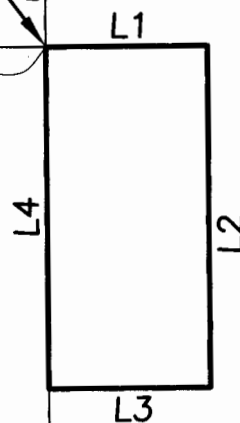
## POINT OF BEGINNING

N90°00'00"E 79.55'

WINTER GARDEN  
VINELAND ROAD  
RIGHT OF WAY VARIES

PER RB 2, PG 89  
DB 347, PG 590  
DB 396, PCS 59 & 61  
PB 36, PG 119  
ORB 9649, PG 3921  
ORB 9722, PG 8676  
ORB 9823, PG 2439

EAST RIGHT OF WAY LINE



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108

Drawing No. 60098001  
Job No. 60098  
Date: OCTOBER 26, 2016  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



## SCHEDULE "A" REUSE EASEMENT

PROJECT NAME: WINDERMERE HIGH SCHOOLDESCRIPTION:

That part of Section 14, Township 23 South, Range 27 East, lying in Orange County, Florida, being more particularly describe as follows:

COMMENCE at the West Quarter Corner of Section 14, Township 23 South, Range 27 East, thence N89°36'21"E, a distance of 2642.20 feet along the North line of the Southwest Quarter of said Section 14 to the West line of the Southeast Quarter of said Section 14, thence S00°01'54"W, a distance of 790.17 feet along said West line, thence departing said West line, N90°00'00"E, a distance of 62.94 feet to the East right of way line of Winter Garden Vineland Road per the following documents: Road Book 2, Page 89, Deed Book 347, Page 590, Deed Book 396, Pages 59 & 61, Plat Book 36, Page 119, Official Record Book 9649, Page 3921, Official Record Book 9722, Page 8676, and Official Record Book 9823, Page 2439 all recorded in the Public Records of Orange County, Florida to POINT OF BEGINNING; thence departing said East right of way line S88°43'54"W, a distance of 13.91 feet; thence N01°16'06"W, a distance of 11.85 feet; thence N88°43'54"E, a distance 10.00 feet, thence S01°16'06"E, a distance of 21.85 feet; thence S88°43'54"W, a distance of 23.91 feet to aforementioned East right of way line; thence N01°16'06"W, a distance 10.00 feet along said East right of way line to the POINT OF BEGINNING.

Containing 358 square feet more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on North line of the Southwest 1/4 of Section 14, Township 23 South, Range 27 East as being N89°36'21"E.
- 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 Standards of Practice for Land Surveying Chapter 5J-17 requirements.

**Sketch of Description**

Date: November 01, 2016 JLG

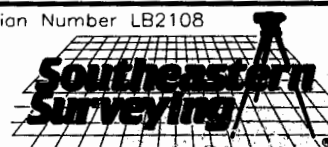
Certification Number LB2108 60098002

FOR  
Orange County Public Schools  
Orange County Utilities  
Wharton-Smith Inc.  
Construction Group

Job Number: 60098 Scale: 1" = 30'

Chapter 5J-17, Florida  
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SHEET 1 OF 2  
SEE SHEET 2 FOR SKETCH



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JAMES L. PETERSEN  
REGISTERED LAND SURVEYOR Number 4791

# SKETCH OF DESCRIPTION REUSE EASEMENT

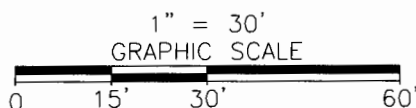
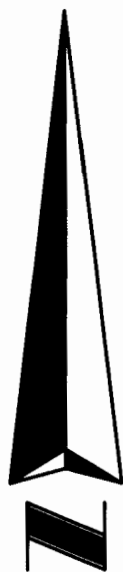
## POINT COMMENCEMENT

WEST 1/4 CORNER  
SECTION 14,  
TOWNSHIP 23 SOUTH,  
RANGE 27 EAST  
CCR#074820

N89°36'21"E  
2642.20'

NORTH LINE OF THE SW 1/4  
SECTION 14,  
TOWNSHIP 23 SOUTH,  
RANGE 27 EAST

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°43'54"E	13.91'
L2	N01°16'06"W	11.85'
L3	N88°43'54"E	10.00'
L4	S01°16'06"E	21.85'
L5	S88°43'54"W	23.91'
L6	N01°16'06"W	10.00'



## LEGEND:

PB = PLAT BOOK  
RB = ROAD BOOK  
ORB = OFFICIAL RECORDS BOOK  
PG(S) = PAGE(S)  
CCR = CERTIFIED CORNER RECORD  
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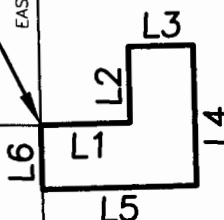
WEST LINE OF THE SE 1/4  
SECTION 14, TOWNSHIP 23 SOUTH,  
RANGE 27 EAST

S00°01'54"W  
790.17'

## POINT OF BEGINNING

N90°00'00"E  
62.94'

EAST RIGHT OF WAY LINE



WINTER GARDEN  
VINELAND ROAD  
RIGHT OF WAY VARIES

PER RB 2, PG 89  
DB 347, PG 590  
DB 396, PGS 59 & 61  
PB 36, PG 119  
ORB 9649, PG 3921  
ORB 9722, PG 8676  
ORB 9823, PG 2439



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