




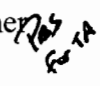
Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: April 26, 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: Mollie Ray ES
OCU File No. 85606

District 6

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

ITEM: Utility Easement
Cost: Donation
Size: 225 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
MAY 23 2017

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

Project: Mollie Ray ES
OCU File No. 85606

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 13th 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 sanitary sewer manhole 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: 18-22-29-0000-00-011
(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

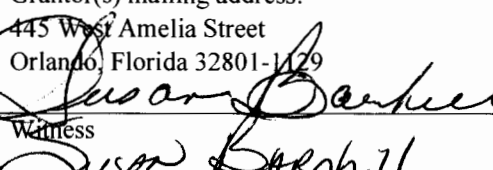
Grantor(s) mailing address:

445 West Amelia Street
Orlando, Florida 32801-1129



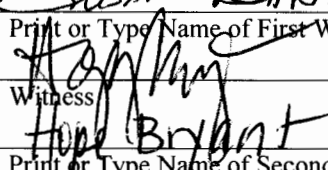
WILLIAM E. SUBLETTE, as Chairman

Witness



Print or Type Name of First Witness

Witness

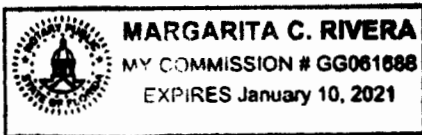


Print or Type Name of Second Witness

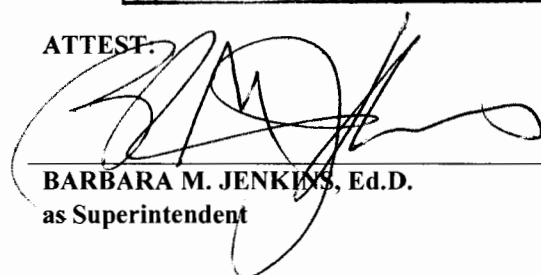
*(Names must be typed on or printed under each signature)

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

The foregoing instrument was acknowledged before me this 13th 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

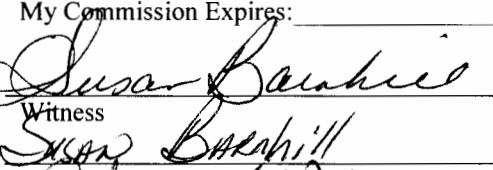
Notary Public:

Name: Margarita Rivera

Commission No: _____

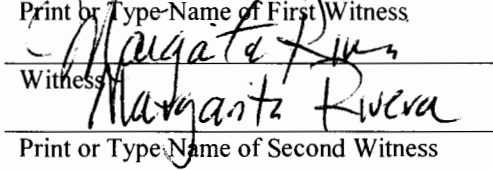
My Commission Expires: _____

Witness



Print or Type Name of First Witness

Witness

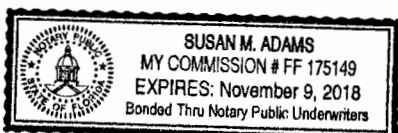


Print or Type Name of Second Witness

*(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 13th 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. _____

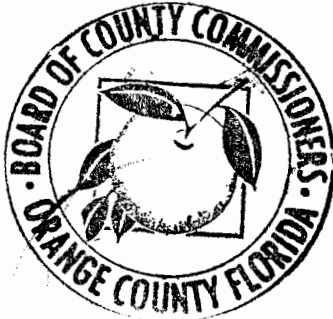
My Commission Expires: _____

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
Date: Feb 9, 2017

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris
Date: 2/10, 2017



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

By: Teresa Jacobs
Date: 5.23.17

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

By: Craig A. Stopysa
Deputy Clerk
Printed Name: Craig A. Stopysa

LEGAL DESCRIPTION MANHOLE EASEMENT

BCCO Building Permit No.: BDPN-160725-1278

Project Name: Mollie Ray Elementary School Replacement

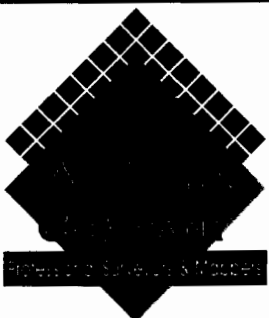
OCU Permit No.: 16-E-039

A portion of the land described in Official Records Book 590, Pages 27, 28 & 29, in Section 18, Township 22 South, Range 29 East of the Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Block "P", PINE HILLS MANOR No 3, recorded in Plat Book "S", Page 89, Public Records of Orange County, Florida; thence North 00°10'11" West along the East right of way line of Pine Hills Road, as recorded in said PINE HILL MANOR No 3 for a distance of 289.74 feet; thence along the South right of way line of Indialantic Drive, recorded in EVANS VILLAGE SECOND UNIT, Plat Book X, Pages 125 and 126 of said Public Records of Orange County, Florida, the following four courses: North 85°19'49" East for a distance of 125.31 feet; thence South 85°28'31" East for a distance of 139.06 feet, thence South 72°52'04" East for a distance of 148.18 feet; thence South 68°34'34" East for a distance of 64.53 feet to the Northeast corner of the land recorded in said Official Records Book 590, Pages 27, 28 & 29; thence departing said South right of way line, along the Easterly and Northerly lines of the land recorded in said Official Records Book 590, Pages 27, 28 & 29, the following five courses: thence South 00°10'11" East for a distance of 125.00 feet; thence North 89°43'33" East for a distance of 476.52 feet; South 00°47'33" East for a distance of 215.00 feet; thence North 89°43'33" East for a distance of 126.33 feet to the East right of way line of Beecher Street per said EVANS VILLAGE SECOND UNIT; thence South 00°47'33" East for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue South 00°47'33" East along said East right of way line for a distance of 15.00 feet; thence departing aforesaid East right of way line, South 89°12'27" West for a distance of 15.00 feet; thence North 00°47'33" West for a distance of 15.00 feet; thence North 89°12'27" East for a distance of 15.00 feet to the said East right of way line and the POINT OF BEGINNING.

Containing 225 Square Feet or 0.005 Acres, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH R/W LINE OF INDIALANTIC DRIVE AS HAVING AN ASSUMED BEARING OF SOUTH 68°34'34" EAST.

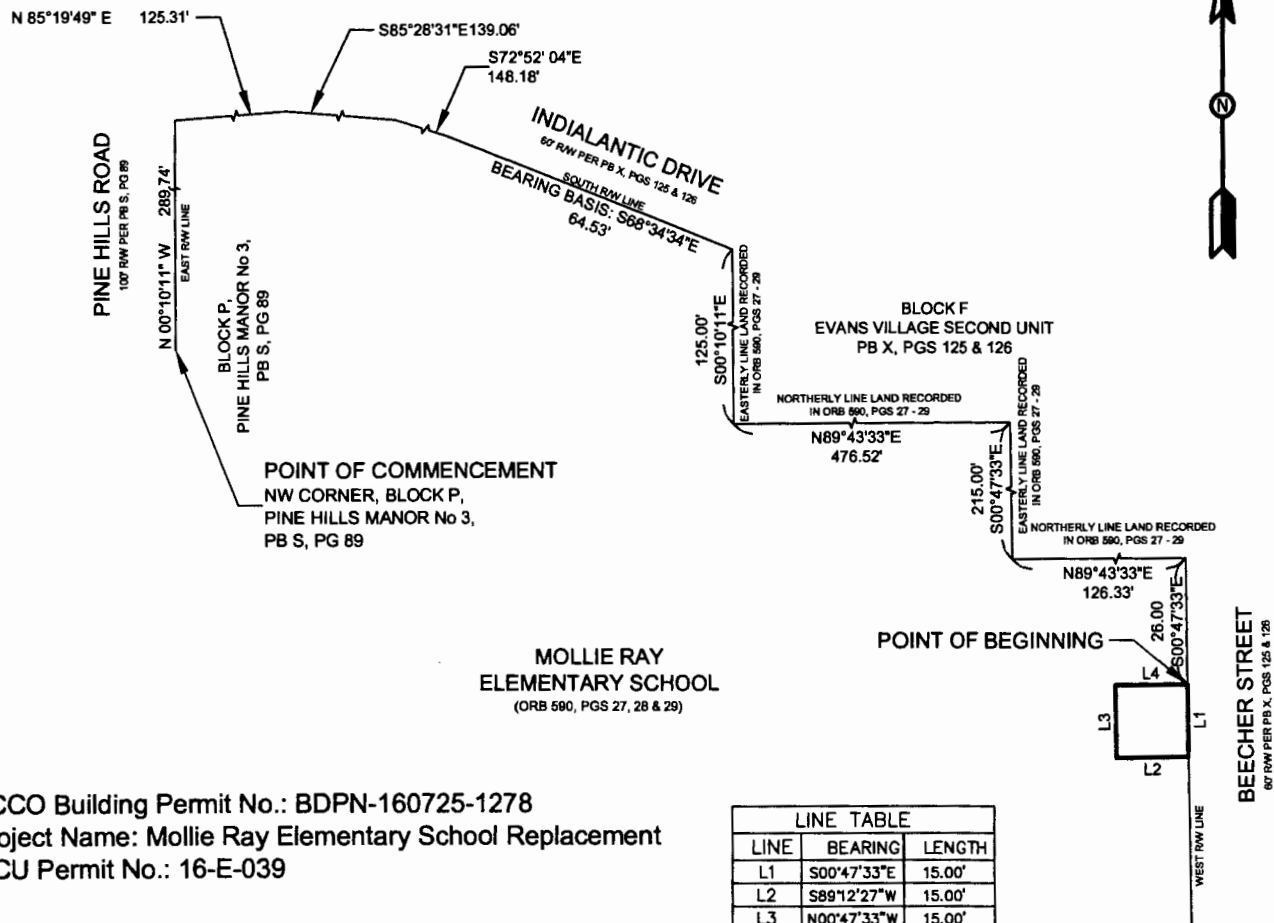
JOB NO. 20160248
DATE: DECEMBER 08, 2016
SCALE: 1 INCH = 40 FEET
FIELD BY: N/A

CALCULATED BY: AP
DRAWN BY: AP
CHECKED BY: GMJ

FOR THE LICENSED BUSINESS FIRM #6723 BY:

GERALD M. JOHNSTON, L.S. # 5570

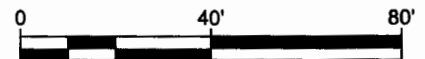
SKETCH OF DESCRIPTION MANHOLE EASEMENT



BCCO Building Permit No.: BDPN-160725-1278
 Project Name: Mollie Ray Elementary School Replacement
 OCU Permit No.: 16-E-039

LEGEND

PB	Denotes Plat Book
ORB	Denotes Official records book
PG(S)	Denotes Page or Pages
R/W	Denotes right of way
LB	Denotes Licensed Business
PSM	Denotes Professional Surveyor & Mapper
LS	Denotes Licensed Surveyor



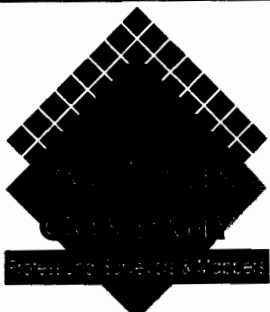
SHEET 2 OF 2

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JOB NO. 20160248
 DATE: DECEMBER 07, 2016
 SCALE: 1 INCH = 40 FEET
 FIELD BY: N/A

CALCULATED BY: AP
 DRAWN BY: AP
 CHECKED BY: GMJ



16 EAST PLANT STREET
 Winter Garden, Florida 34787 • (407) 654-5355