



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 11

**DATE:** March 21, 2018

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Mary Tiffault, Title Examiner *MT*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF UTILITY EASEMENT FROM  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND  
ORANGE COUNTY AND AUTHORIZATION TO RECORD  
INSTRUMENT

**PROJECT:** Cypress Springs Elementary School OCU File No. 68285  
  
District 4

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

**ITEM:** Utility Easement  
Cost: Donation  
Total size: 1279 square feet

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

**REMARKS:** Grantor to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 10 2018

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

Project: Cypress Springs Elementary School  
OCU File No. 68285

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 26<sup>th</sup> day of January, 2018, 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, 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: 05-23-31-1889-00-020, 05-23-31-1889-02-000, and 05-23-31-1889-03-000  
(collectively, 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.

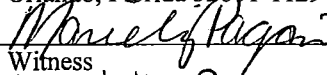
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused theses presents to be signed on the dates provided below.

**GRANTOR:**  
**THE SCHOOL BOARD OF**  
**ORANGE COUNTY, FLORIDA**

  
**WILLIAM E. SUBLETTE, its Chairman**

Grantor(s) mailing address:  
445 West Amelia Street  
Orlando, Florida 32801-1129

Witness

  
**Marieliz Pagan**

Print or Type Name of First Witness

Witness

  
**Susan Barnhill**

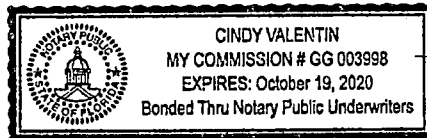
Print or Type Name of Second Witness

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 25<sup>th</sup> day of January, 2018, 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)



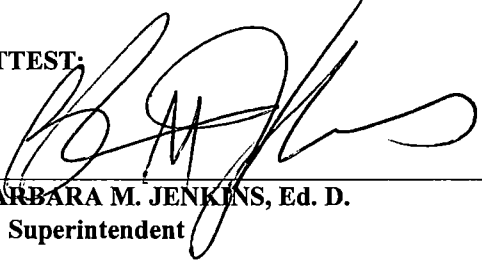
Name: 

Notary Public:

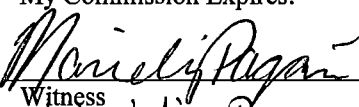
Serial Number:

My Commission Expires:

ATTEST:

  
**BARBARA M. JENKINS, Ed. D.**  
as Superintendent

Witness

  
**Marieliz Pagan**

Print or Type Name of First Witness

Witness

  
**Susan Barnhill**

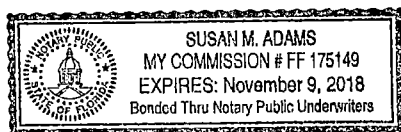
Print or Type Name of Second Witness

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2018, by Barbara M. Jenkins, Ed.D., as 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)



Name: 

Notary Public: **Susan Adams**

Serial Number:

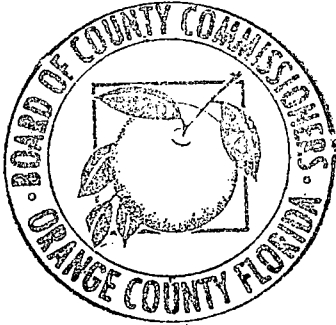
My Commission Expires:

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: 1/23, 2018

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris  
Date: 1/24, 2018



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

By: Teresa Jacobs  
Date: 4.10.18

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

By: Katie Smith  
Deputy Clerk  
Printed Name

# EXHIBIT "A"

## DESCRIPTION :

A portion of Lot 2 (School) and a portion of Tract "B", CYPRESS SPRINGS TRACT 145 PHASE II, according to the Plat thereof as recorded in Plat Book 26, Pages 122-123, Public Records of Orange County, Florida, being more particularly described as follows:


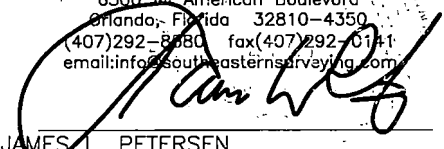
Commence at the Southwest corner of Tract "B", CYPRESS SPRINGS TRACT 145 PHASE II, according to the Plat thereof as recorded in Plat Book 26, Pages 122-123, Public Records of Orange County, Florida thence S 67°07'11" E a distance of 5.45 feet along the South line of said Tract "B" and along the North right of way line of Cypress Springs Parkway to the Point of Beginning; thence departing the South line of said Tract "B", N 21°48'46" E a distance of 30.01 feet; thence S 67°07'11" E a distance of 28.57 feet; thence S 21°48'46" W a distance of 10.00 feet to a point on the North Line of said Tract "B"; thence N 67°07'11" W a distance of 18.57 feet along the North line of said Tract "B" to a point; thence departing the North line of said Tract "B", S 21°48'46" W a distance of 20.00 feet to a point on the South line of said Tract "B"; thence N 67°07'11" W a distance of 10.00 feet along said South line and along the North right of way line of Cypress Springs Parkway to the POINT OF BEGINNING.

Containing : 486 square feet, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the West line of Tract B, Cypress Springs Tract 145, Phase II per Plat Book 26, Pages 122-123, Public Records of Orange County, Florida being N 22°52'49" E.
2. This "Sketch of Description" was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.
3. 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 Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.
4. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

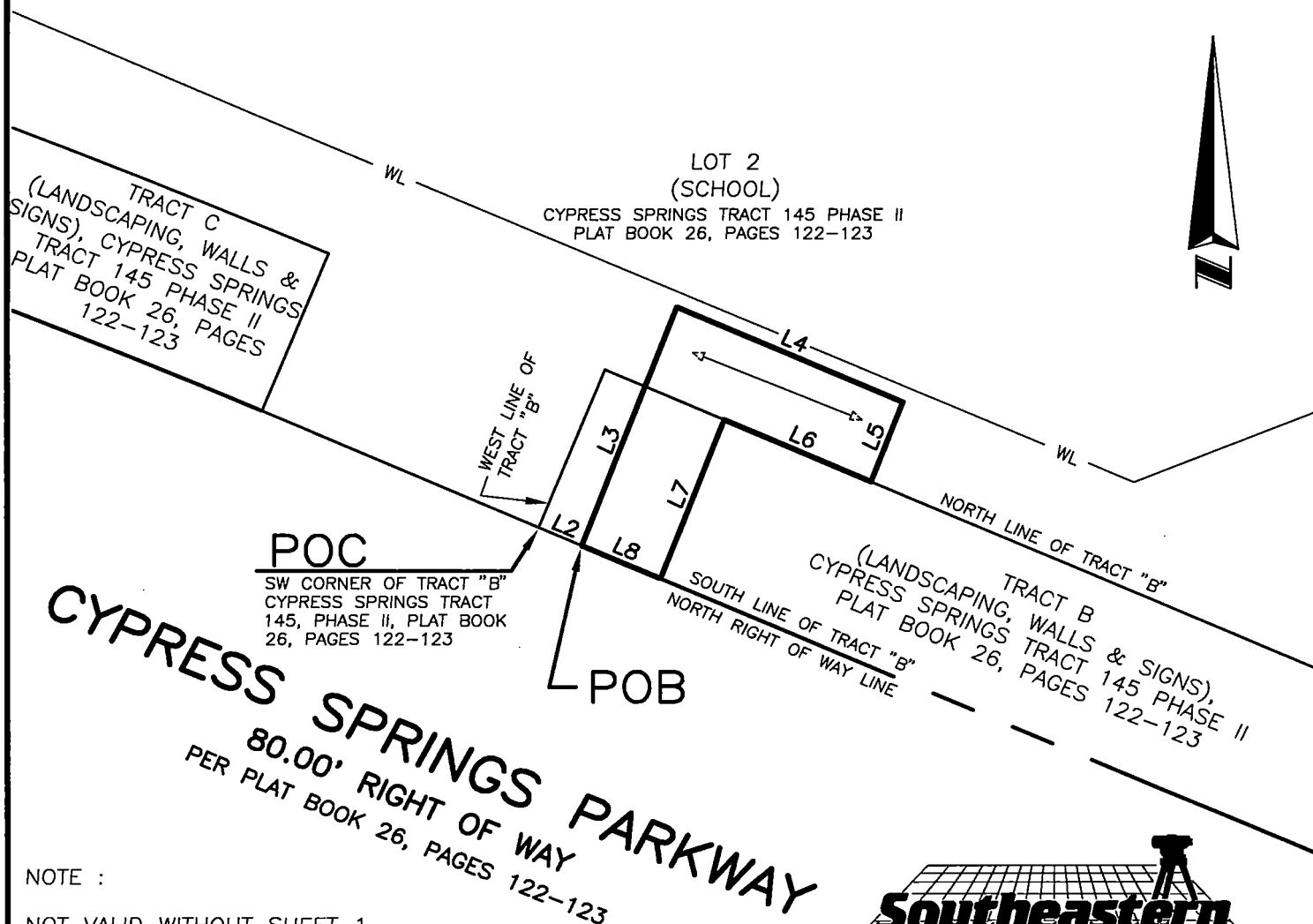
DESCRIPTION	Date: 08/02/2013 KR		CERTIFICATION NUMBER LB2108 55006004  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8680 fax(407)292-0111 email:info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR NUMBER 4791	
	FOR	Job No.: 55006		Scale: 1" = 20'
	ORANGE COUNTY PUBLIC SCHOOLS	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

# SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L2	5.45'	S 67°07'11" E
L3	30.01'	N 21°48'46" E
L4	28.57'	S 67°07'11" E
L5	10.00'	S 21°48'46" W
L6	18.57'	N 67°07'11" W
L7	20.00'	S 21°48'46" W
L8	10.00'	N 67°07'11" W

## LEGEND & ABBREVIATIONS

- L1 = LINE NUMBER
- PGS = PAGE
- PB = PLAT BOOK
- NT = NON-TANGENT
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- ↔ = BACKFLOW PREVENTER
- WL- = BURIED WATER LINE
- LB = LICENSED BUSINESS

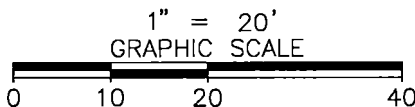


NOTE :

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

Drawing No. 55006004  
Job No. 55006  
Date: 08/02/2013  
SHEET 2 OF 2  
See Sheet 1 for Description



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407)292-8580 fax(407)292-0141  
Certification Number LB-2108  
email:info@southeasternsurveying.com

# EXHIBIT "B"

## DESCRIPTION:

A portion of Tract "C" and a portion of Lot 2 (School), CYPRESS SPRINGS TRACT 145 PHASE II, according to the Plat thereof as recorded in Plat Book 26, Pages 122-123, Public Records of Orange County, Florida, lying in Section 5, Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:


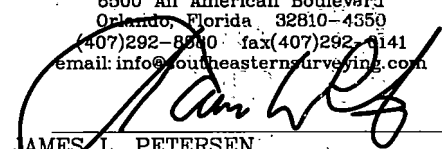
Commence at the Southwest corner of said Tract "C", CYPRESS SPRINGS TRACT 145 PHASE II, according to the Plat thereof as recorded in Plat Book 26, Pages 122-123, Public Records of Orange County, Florida, said point being on a curve concave Southwesterly, having a radius of 1034.25 feet, a central angle of 00°06'27" and a chord bearing and distance of S 82°50'12" E, 1.94 feet; thence Southeasterly a distance of 1.94 feet along the arc of said curve and the South line of said Tract "C", said line also being the North right of way line of Cypress Springs Parkway, a 80.00 foot wide road as per Plat Book 26, Pages 122-123, Public Records of Orange County, Florida, to the POINT OF BEGINNING; thence departing the South line of said Tract "C" and the North right of way line of said Cypress Springs Parkway run N 22°58'24" E a distance of 25.60 feet; thence N 61°52'27" W a distance of 10.00 feet; thence N 26°54'12" E a distance of 24.01 feet; thence S 61°52'27" E a distance of 10.00 feet; thence N 28°07'33" E a distance of 8.00 feet; thence S 61°21'45" E a distance of 10.00 feet; thence S 28°07'33" W a distance of 25.78 feet; thence S 22°58'24" W a distance of 28.08 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 1,034.25 feet, a central angle of 00°34'29" and a chord bearing and distance of N 82°29'44" W a distance of 10.37 feet; thence from a tangent bearing of N 82°12'29" W Northwesterly a distance of 10.37 feet along the arc of said curve to the POINT OF BEGINNING.

Containing: 793 square feet, more or less.

## SURVEYORS REPORT

1. Bearings shown hereon are based on the West line of Tract "C", Cypress Springs Tract 145, Phase II, per Plat Book 26, Pages 122-123, Public Records of Orange County, Florida being N 07°07'18" E.
2. This "Sketch of Description" was performed without benefit of a Title search. A Title search may reveal additional information affecting the Parcel as shown.
3. 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 Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.
4. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

NOT VALID WITHOUT SHEET 2

<b>DESCRIPTION</b>	Date: 08/02/2013 KR		<b>CERTIFICATION NUMBER LB2108 55006003</b>  <b>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION</b> 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8840 fax (407) 292-6141 email: info@southeasternsurveying.com  <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR NUMBER 4791
	Job No.: 55006	Scale: 1" = 20'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		



# SKETCH OF DESCRIPTION

## CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING	CENTRAL ANGLE
C1	1.94'	1034.25'	1.94'	S 82°50'12" E	0°06'27"
C2	10.37'	1034.25'	10.37'	N 82°29'44" W	0°34'29"

## LINE TABLE

LINE	LENGTH	BEARING
L1	25.60'	N 22°58'24" E
L2	10.00'	N 61°52'27" W
L3	24.01'	N 26°54'12" E
L4	10.00'	S 61°52'27" E
L5	8.00'	N 28°07'33" E
L6	10.00'	S 61°21'45" E
L7	25.78'	S 28°07'33" W
L8	28.08'	S 22°58'24" W

## LEGEND & ABBREVIATIONS

- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- PGS = PAGE
- PB = PLAT BOOK
- NT = NON-TANGENT
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- = WATER METER
- ↔ = BACKFLOW PREVENTER
- ⋈ = WATER VALVE
- WL- = BURIED WATER LINE
- LB = LICENSED BUSINESS
- CONC. = CONCRETE

LOT 2  
(SCHOOL)  
CYPRESS SPRINGS TRACT 145 PHASE II  
PLAT BOOK 26, PAGES 122-123

TRACT "D"  
(LANDSCAPING, WALLS &  
SIGNS) CYPRESS SPRINGS  
TRACT 145 PHASE II  
PLAT BOOK 26,  
PAGES 122-123

WEST LINE OF TRACT "C"

TRACT "C"  
(LANDSCAPING, WALLS & SIGNS) CYPRESS SPRINGS  
TRACT 145 PHASE II PLAT BOOK 26, PAGES 122-123

TANGENT BEARING  
N 82°12'29" W  
SOUTH LINE OF TRACT "C"  
NORTH RIGHT OF WAY LINE

POC

SW CORNER OF TRACT "C", CYPRESS  
SPRINGS TRACT 145, PHASE II, PLAT  
BOOK 26, PAGES 122-123

POB

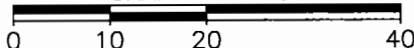
**CYPRESS SPRINGS PARKWAY**  
80.00' RIGHT OF WAY  
PER PLAT BOOK 26, PAGES 122-123

NOTE :

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

1" = 20'  
GRAPHIC SCALE



Drawing Number: 56006003  
Job No.: 55006  
Date: 08/02/2013  
SHEET 2 OF 2  
See Sheet 1 for Description



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580 Certification Number LB2108  
e-mail: info@southeasternsurveying.com