



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 21, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Kim Heim, Senior Title Examiner *PS for KH*
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 TO
ORANGE COUNTY AND AUTHORIZATION TO RECORD
INSTRUMENT

PROJECT: Preserve at Crown Point Phase 2A Permit: 16-U-007 OCU File #: 84066

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: 9,036 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

JUL 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: Site Name
OCU File No.

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 18 day of April, 2018 between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision 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 force main 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: **01-22-27-0000-00-014**
(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 be responsible for the proper construction, operation, maintenance and repair of the Facilities installed in the Easement Area by GRANTEE, and GRANTOR shall assume no responsibility or liability for the maintenance, repair or safe operation of such Facilities.

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.

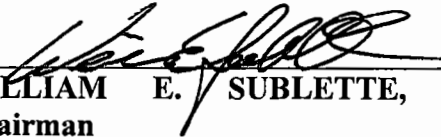
The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the Easement Area by GRANTEE, its agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

[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, a
body corporate and political subdivision
of the State of Florida

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



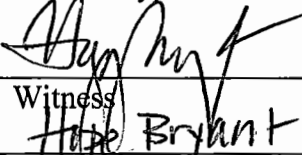
WILLIAM E. SUBLETTE, as
Chairman



Witness

Nancy L. Copover

Print or Type Name of First Witness



Witness

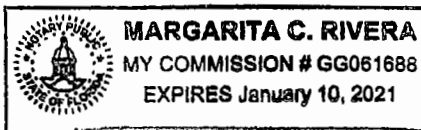
Hope Bryant

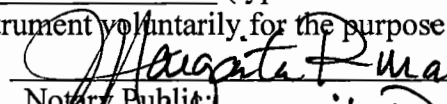
Print or Type Name of Second Witness

*(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 17th day of April, 2018, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a body corporate 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.





Notary Public:
Name: Margarita Rivera

Commission No: _____
My Commission Expires: _____

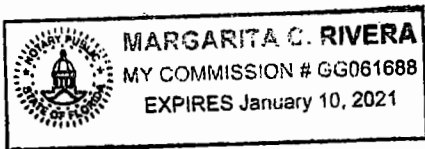
ATTEST:

[Signature]
For **BARBARA M. JENKINS, Ed.D.**
as Superintendent

[Signature]
Witness Susan Adams
Print or Type Name of First Witness
[Signature]
Witness Bob Bryant
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 18th day of April, 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a body corporate 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.



[Signature]
Notary Public
Name: Margarita Rivera
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: [Signature]
Laura L. Kelly, Esquire
Date: April 11, 2018

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: [Signature]
John T. Morris, Chief Facilities Officer
Date: APRIL 13, 2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



"GRANTEE"

ORANGE COUNTY, FLORIDA

By Board of County Commissioners

By: _____

Teresa Jacobs
Teresa Jacobs,

Orange County Mayor

Date: _____

7.10.18

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

By: _____

Katie Smith
Deputy Clerk

Katie Smith

Printed Name

Exhibit A to OCU Easement

LEGAL DESCRIPTION

Easement "A"

A portion of land located in the Southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the southwest corner of LOT 1, OCOEE CROWN POINT PUD PHASE 1, as recorded in Plat Book 63, Page 24, of the Public Records of Orange County, Florida, being a point on a curve concave easterly, having a radius of 500.00 feet, a central angle of $012^{\circ} 00' 52''$ and a chord distance of 104.65 feet that bears North $06^{\circ} 00' 26''$ West; thence run along the westerly line of said LOT 1 and the arc of said curve a distance of 104.85 feet to the point of tangency; thence continue along said westerly line, North $00^{\circ} 00' 00''$ East, 399.74 feet to the southeast corner of Right of Way for Ocoee Crown Point Parkway as shown on said plat; thence leaving said westerly line run along the South Right of Way line of said Ocoee Crown Point Parkway, North $90^{\circ} 00' 00''$ West, 80.00 feet to the POINT OF BEGINNING; thence leaving said Right of Way run, South $00^{\circ} 00' 00''$ East, 39.66 feet; thence run, South $89^{\circ} 45' 07''$ West, 10.00 feet; thence run, North $00^{\circ} 00' 00''$ East, 74.86 feet; thence run, South $40^{\circ} 51' 19''$ East, 15.29 feet to the westerly Right of Way line of said Ocoee Crown Point Parkway; thence run along said westerly Right of Way line, South $00^{\circ} 00' 00''$ East, 23.59 feet to the POINT OF BEGINNING.

Said portion of land contains 690 Square Feet, more or less.

Easement "B"

A portion of land located in the Southeast quarter of Section 1, Township 22 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the southwest corner of LOT 1, OCOEE CROWN POINT PUD PHASE 1, as recorded in Plat Book 63, Page 24, of the Public Records of Orange County, Florida, being a point on a curve concave easterly, having a radius of 500.00 feet, a central angle of $012^{\circ} 00' 52''$ and a chord distance of 104.65 feet that bears North $06^{\circ} 00' 26''$ West; thence run along the westerly line of said LOT 1 and the arc of said curve a distance of 104.85 feet to the point of tangency; thence continue along said westerly line, North $00^{\circ} 00' 00''$ East, 535.77 feet; thence leaving said westerly line run, North $90^{\circ} 00' 00''$ West, 90.00 feet to the POINT OF BEGINNING; thence run, North $00^{\circ} 00' 00''$ East, 268.83 feet to the point of curvature of a curve concave southeasterly having a radius of 743.73 feet, a delta angle of $044^{\circ} 20' 31''$, a chord bearing of North $22^{\circ} 10' 16''$ East and a chord distance of 561.32 feet; thence run northerly along the arc of said curve 575.58 feet to a point of non-tangency; thence run, South $45^{\circ} 39' 29''$ East, 10.00 feet to a point on the westerly Right of Way line of Ocoee Crown Point Parkway as shown on said plat, said point being on a curve concave southeasterly having a radius of 733.73 feet, a delta angle of $044^{\circ} 20' 31''$, a chord bearing of South $22^{\circ} 10' 16''$ West and a chord distance of 553.78 feet; thence run southerly along said Right of Way and arc of said curve 567.84 feet; thence continue along said westerly Right of Way, South $00^{\circ} 00' 00''$ East, 257.27 feet; thence leaving said Right of Way line run, South $40^{\circ} 51' 19''$ West, 15.29 feet to the POINT OF BEGINNING.

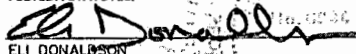
Said portion of land contains 8,346 Square Feet, more or less.


NOTES

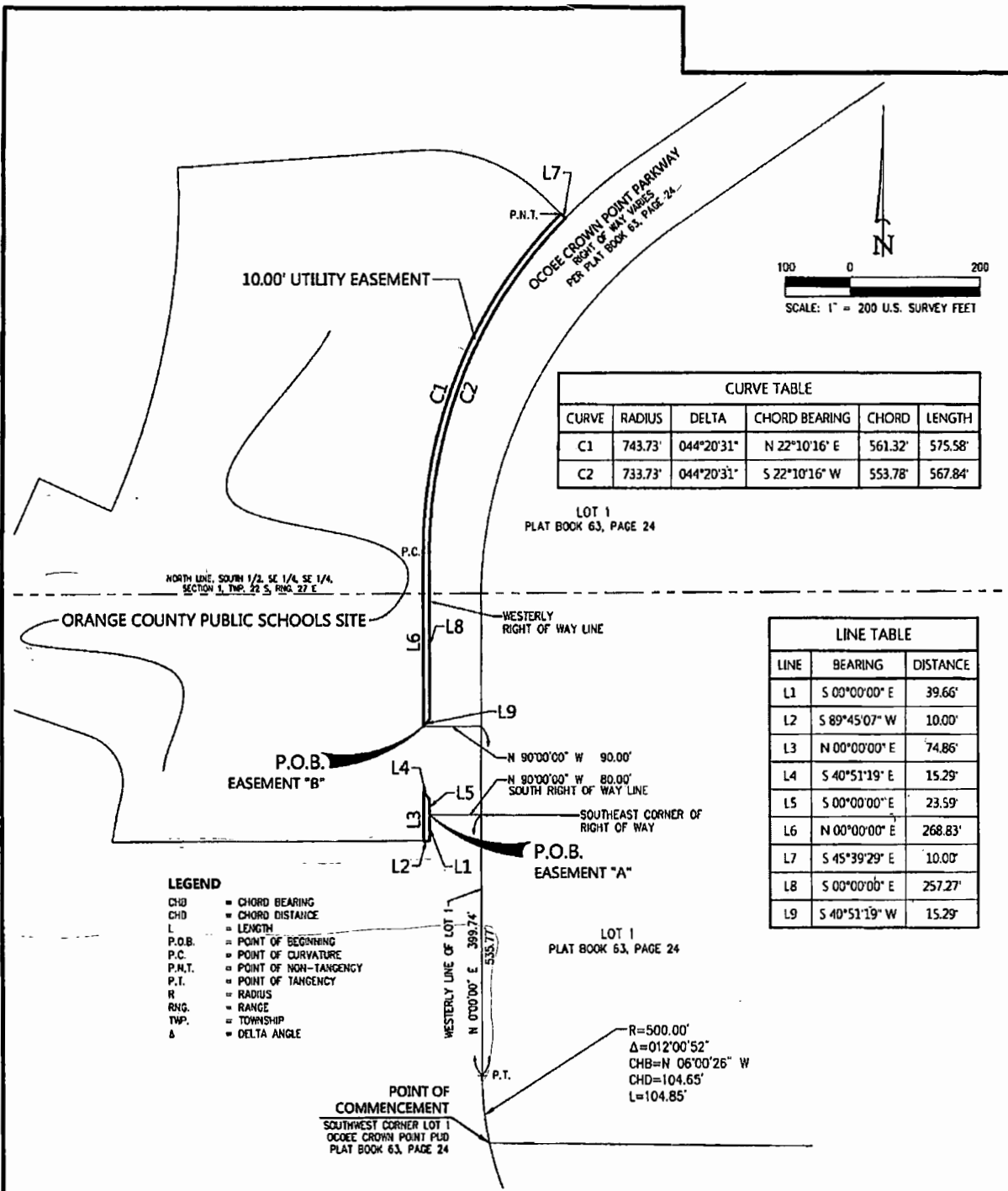
1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WESTERLY LINE OF LOT 1 OF OCOEE CROWN POINT PUD PHASE 1, AS RECORDED IN PLAT BOOK 63, PAGE 24 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING NORTH $00^{\circ} 00' 00''$ EAST.


CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.


ELI DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984
DATE 1/18/2018

SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA		
 Landmark Center Two 225 E. Robinson St., Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4008 Licensed Business # 7153 Vanasse Hangen Brustlin, Inc.	DRAWN BY: C.A.P.	CHECKED: E.J.D.
	PROJECT # 61975.00	
	DRAWING: 61975.00-OCPS UTIL EsmL.DWG DRAWING DATE: 01/18/2018	
SHEET 1 OF 2		SKETCH & DESCRIPTION UTILITY EASEMENT ISSUED FOR: ORANGE COUNTY SCHOOL BOARD



SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA		
 Vanasse Hangen Brustlin, Inc. Landmark Center Two 225 E. Robinson St., Suite 300 Orlando, FL 32801 407.839.4006 / FAX 407.839.4008 Licensed Business # 7153	DRAWN BY: C.A.P. PROJECT # 61975.00 DRAWING: 61975.00-OCPS UTIL Esmt.DWG DRAWING DATE: 01/18/2018 SCALE: 1" = 200'	CHECKED: E.J.D. SKETCH & DESCRIPTION UTILITY EASEMENT ISSUED FOR: ORANGE COUNTY PUBLIC SCHOOLS
	SHEET 2 OF 2	