



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: June 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 TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Timber Springs Middle School Permit: 16-E-015 OCU File #: 85806

District 4

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

ITEM: Utility Easement
Cost: Donation
Size: 1,750 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: Grantor to pay all recording fees.

JUL 10 2018

Prepared by and Return to:
Laura L. Kelly, Esq.
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801

Project: Timber Springs Middle School Permit: 16-E-015 OCU File #: 85806

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 November A.D., 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 address is P. O. Box 1393, Orlando, Florida 32802-1393, ("Grantee").

WITNESSETH, That the Grantor, in consideration of the sum of \$1.00 and other valuable considerations paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns, a perpetual, non-exclusive easement for the 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 full 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 situate in Orange County, Florida aforesaid, to-wit:

See Attached Exhibit "A"
a portion of tax parcel I.D. Number: 32-22-32-0000-00-003
(the "Easement Area")

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

THE GRANTEE shall make 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 the 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 right provided herein.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear, out of and away from the Easement Area, all trees, undergrowth and other obstructions that may interfere with the normal operation or maintenance of the Facilities placed thereon by the Grantee and its assigns; provided, however that Grantee shall have no responsibility for the general maintenance of the Easement Area.

THE 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 the Grantee's rights provided herein.

THE GRANTOR, its successors and assigns, shall not build, construct, or create, nor permit others to build, construct, or create, any buildings or other structures on the Easement Area that may interfere with the normal operation or maintenance of the Facilities.

THE 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 and Environmental Services and furnish such department with a description of the proposed Modifications; further, Grantee shall notify the Principal of the adjacent public school prior to performing Modifications; provided, however, that no notification to the Department of Facilities and Environmental Services or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis.

THE 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.

THE GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense. Through the term of this easement, Grantee shall maintain general liability insurance or self insurance in compliance with the limits provided in Section 768.28, Florida Statutes. 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 Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of this easement.

THE GRANTEE expressly acknowledges and agrees to comply with all rules and regulations of the Jessica Lunsford Act, if applicable. Further, GRANTEE shall comply with all rules or regulations implemented by GRANTOR in order to comply with the Jessica Lunsford Act, if applicable.

Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, 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 agenda or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

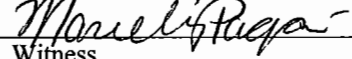
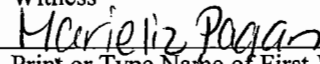
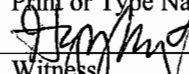
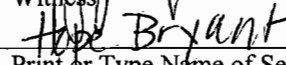
[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE TO FOLLOW]

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


WILLIAM E. SUBLETTE, its Chairman

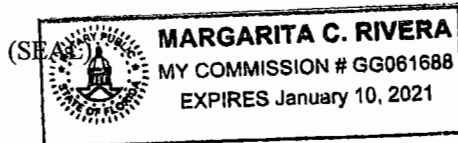
Grantor(s) mailing address:
445 West Amelia Street
Orlando, Florida 32801-1129

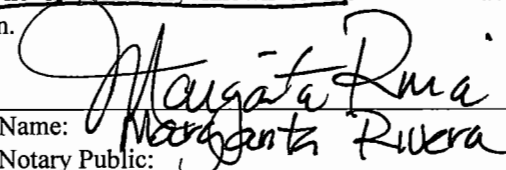

Witness

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)

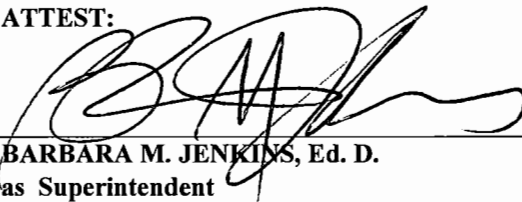
STATE OF FLORIDA
COUNTY OF ORANGE

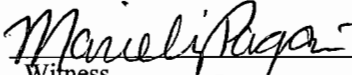
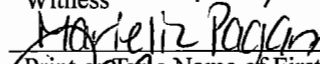
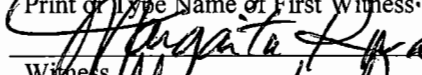
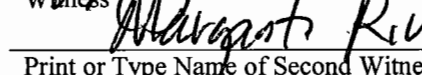
The foregoing Easement was acknowledged before me this 27th day of November, 2017, by William E. Sublette, as Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a Florida Corporation, on behalf of the Corporation who is personally known to me or who have produced as identification.




Name: Margarita Rivera
Notary Public:
Serial Number:
My Commission Expires:

ATTEST:

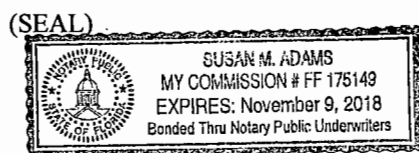

BARBARA M. JENKINS, Ed. D.
as Superintendent

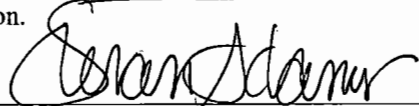

Witness

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
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of November, 2017, 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.



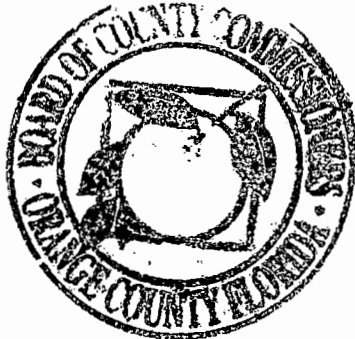

Name:
Notary Public: Susan Adams
Serial Number:
My Commission Expires:

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*
Laura L. Kelly, Esquire
Date: November 16, 2017

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: *John T. Morris*
John T. Morris, Chief Facilities Officer
Date: Nov 17, 2017



"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

**SKETCH OF DESCRIPTION
UTILITY EASEMENT
TIMBER SPRINGS MIDDLE SCHOOL**

SECTION 32, TOWNSHIP 22 SOUTH, RANGE 32 EAST,
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF LAND LOCATED IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 60, TUDOR GROVE AT TIMBER LAKE, AS RECORDED IN PLAT BOOK 59, PAGES 24-28, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 60, TUDOR GROVE AT TIMBER SPRINGS N 89°38'50" E, A DISTANCE OF 21.46 FEET TO THE NORTHWEST CORNER OF ORANGE COUNTY SCHOOL BOARD SITE ACCORDING TO THE OFFICIAL RECORDS BOOK 5569, PAGE 1654, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE LEAVING SAID SOUTH BOUNDARY LINE OF LOT 60, TUDOR GROVE AT TIMBER SPRINGS; ALONG SAID WEST BOUNDARY LINE OF ORANGE COUNTY SCHOOL BOARD SITE S 00°32'39" E, A DISTANCE OF 4.93 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST BOUNDARY LINE OF SAID ORANGE COUNTY SCHOOL BOARD SITE, THE FOLLOWING (3) COURSES: (1) N 90°00'00" E, A DISTANCE OF 25.00 FEET; (2) S 00°32'39" E, A DISTANCE OF 70.00 FEET; (3) N 90°00'00" W, A DISTANCE OF 25.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF ORANGE COUNTY SCHOOL BOARD SITE; THENCE ALONG SAID WESTERLY BOUNDARY LINE OF ORANGE COUNTY SCHOOL BOARD SITE N 00°32'39" W, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 1750 SQUARE FEET(0.040 ACRES)±

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH & LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED UTILITY EASEMENT.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST BOUNDARY LINE OF AVALON PARK MIDDLE SCHOOL SITE, WHICH IS RECORDED TO BEAR N00°32'39"W, ACCORDING TO THE DEED THEREOF, OFFICIAL RECORDS BOOK 5569, PAGE 1654 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

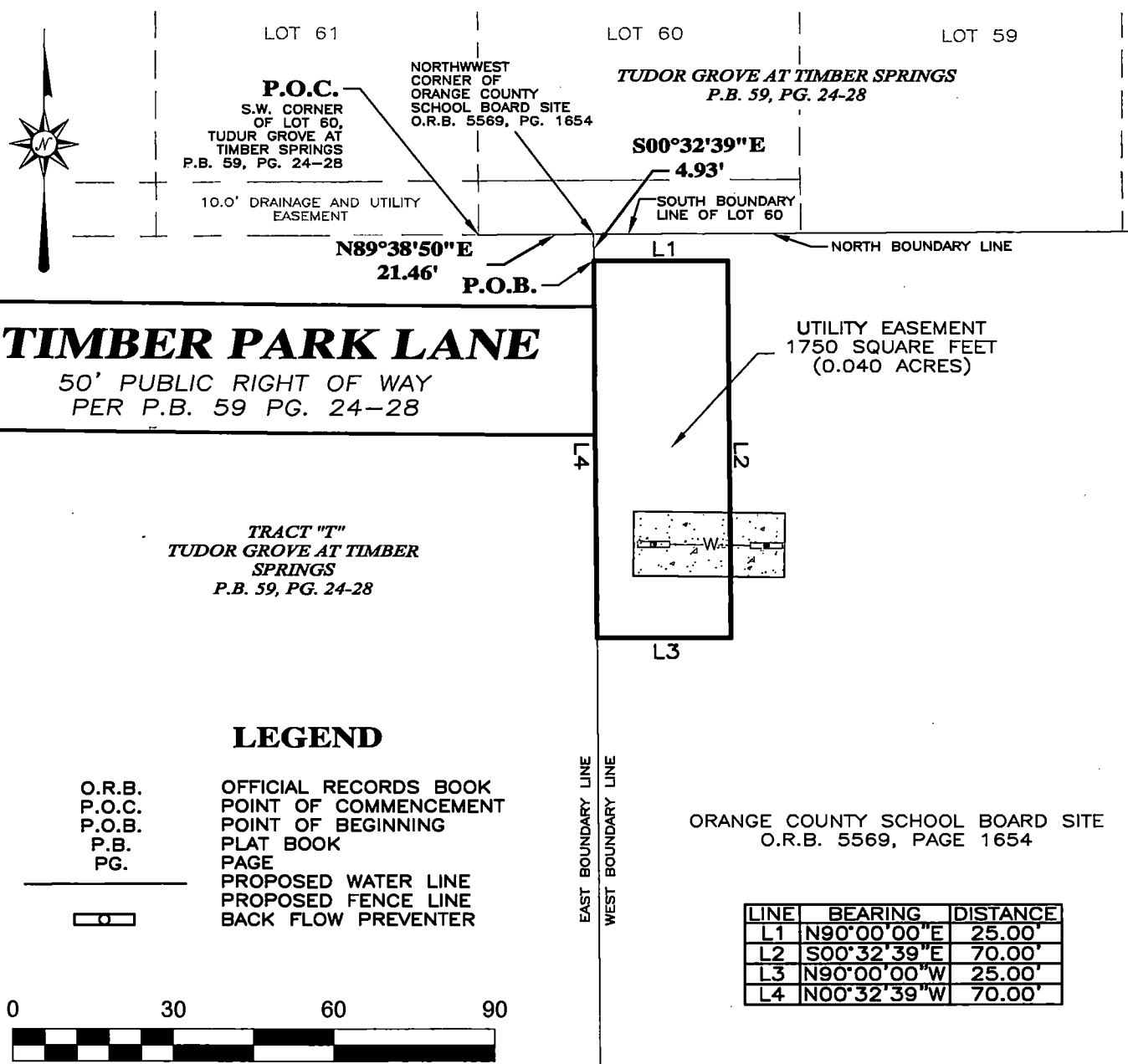
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NAME: TIMBER SPRINGS MIDDLE SCHOOL
PLAN FILE NUMBER: 85806

 <p>LEADING EDGE LAND SERVICES INCORPORATED</p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	SKETCH AND LEGAL DESCRIPTION FOR PURPLE CONSTRUCTION	DATE OF DRAWING: 08/23/2017
	SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 6J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.  JEFFREY D. HUFIOUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610	MANAGER: JDH CADD: SCS PROJECT NUMBER: 714-16004 FIELD BOOK NUMBER: 1127 LAST FIELD WORK: 04/04/2017 CREW CHIEF(S): P.B. COMPUTER FILE: 714004_OUC.DWG SCALE: 1" = 30' SHEET 1 OF 2

SKETCH OF DESCRIPTION UTILITY EASEMENT TIMBER SPRINGS MIDDLE SCHOOL

SECTION 32, TOWNSHIP 22 SOUTH, RANGE 32 EAST,
ORANGE COUNTY, FLORIDA



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**LEADING EDGE
LAND SERVICES
INCORPORATED**
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedgeels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH AND LEGAL DESCRIPTION
FOR
PIRTLE CONSTRUCTION

PROJECT NAME: TIMBER SPRINGS MIDDLE SCHOOL
PLAN FILE NUMBER: 85806

DATE OF DRAWING: 08/23/2017
MANAGER: JDH CADD: SCS
PROJECT NUMBER: 714-16004
FIELD BOOK NUMBER: 1127
LAST FIELD WORK: 04/04/2017
CREW CHIEF(S):
COMPUTER FILE: 714004_OUC.DWG
SCALE: 1" = 30' SHEET 2 OF 2