





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: October 24, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Mary Tiffault, Title Examiner 
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 BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Frangus Elementary School Permit #17-E-070 OCU File #: 95086

District 6

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

ITEM: Utility Easement
Cost: Donation
Total size: 30,569 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 all recording fees.

NOV 13 2018

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

Project: Frangus Elementary School Permit #17-E-070 OCU File #: 95086

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 11th day of September, 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", "B" and "C"

A portion of Tax Parcel I.D. Number: 27-22-28-9279-00-010

(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 theses presents to be signed on the dates provided below.

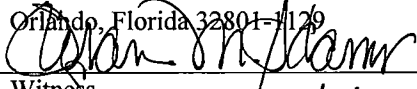
GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA



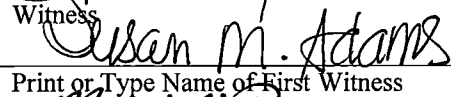
WILLIAM E. SUBLETTE, its Chairman

Grantor(s) mailing address:

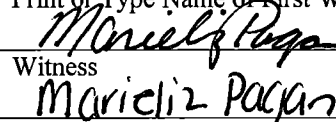
445 West Amelia Street
Orlando, Florida 32801-1129



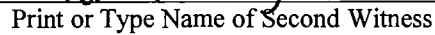
Witness



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 20th day of September, 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



ATTEST:



BARBARA M. JENKINS, Ed. D.
as Superintendent

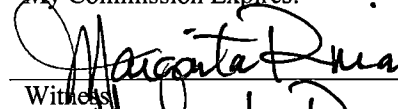


Name: Margarita Rivera

Notary Public:

Serial Number:

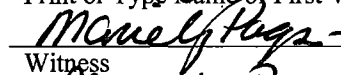
My Commission Expires:



Witness



Print or Type Name of First Witness



Witness



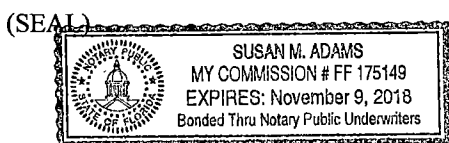
Print or Type Name of Second Witness

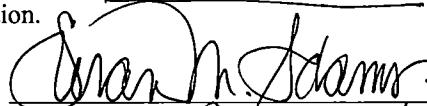
Print or Type Name of Second Witness

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of September, 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.





Name: Susan M. Adams

Notary Public:

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: Sept 11, 2018

Reviewed and approved by Orange County Public Schools
Chief Facilities Officer

By: *John T. Morris*
John T. Morris, Chief Facilities Officer
Date: 9/13, 2018



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

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: 11.13.18

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

By: *Lakela Louis*
for Deputy Clerk
Lakela Louis
Printed Name

SCHEDULE "A"

Exhibit "A"

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070

DESCRIPTION: UTILITY EASEMENT


A portion of Lot 1, William Frangus Elementary School, according to the plat thereof as recorded in Plat Book 29, Page 122 of the Public Records of Orange County, Florida.

Commencing at Southeast corner of Lot 1, William Frangus Elementary School, according to the plat thereof as recorded in Plat Book 29, Page 122 of the Public Records of Orange County, Florida, said point being on the West right of way line of Killington Way, Winter Hill according to the plat thereof as recorded in Plat Book 26, Pages 100 through 102 of said Public Records also being on a curve concave Southeasterly, having a radius of 214.26 feet, a central angle of 07°37'57" and a chord bearing of North 17°53'01" East; thence from a tangent bearing of North 14°04'03" East a distance of 28.54 feet along the arc of said curve and said West right of way line to a point of tangency; thence North 21°42'00" East, a distance of 14.86 feet along said West right of way line to the POINT OF BEGINNING; thence departing said right of way line North 68°18'00" West, a distance of 29.55 feet; thence North 78°45'00" West, a distance of 43.11 feet; thence North 90°00'00" West, a distance of 19.24 feet; thence South 00°00'00" East, a distance of 7.77 feet; thence North 90°00'00" West, a distance of 10.00 feet; thence North 00°00'00" East, a distance of 7.77 feet; thence North 90°00'00" West, a distance of 18.49 feet; thence South 67°30'00" West, a distance of 69.53 feet; thence South 45°00'00" West, a distance of 34.97 feet; thence South 67°30'00" West, a distance of 35.61 feet; thence North 90°00'00" West, a distance of 134.60 feet; thence South 86°27'02" West, a distance of 402.70 feet; thence South 89°34'02" West, a distance of 16.69 feet; thence North 00°01'42" East, a distance of 20.00 feet; thence North 89°34'02" East, a distance of 15.99 feet; thence North 86°27'02" East, a distance of 322.02 feet; thence North 90°00'00" East, a distance of 212.84 feet; thence North 67°30'00" East, a distance of 29.64 feet; thence North 45°00'00" East, a distance of 34.97 feet; thence North 67°30'00" East, a distance of 75.50 feet; thence North 90°00'00" East, a distance of 52.20 feet; thence South 78°45'00" East, a distance of 45.96 feet; thence South 68°18'00" East, a distance of 30.92 feet; thence South 21°42'00" West, a distance of 15.00 feet to the POINT OF BEGINNING.

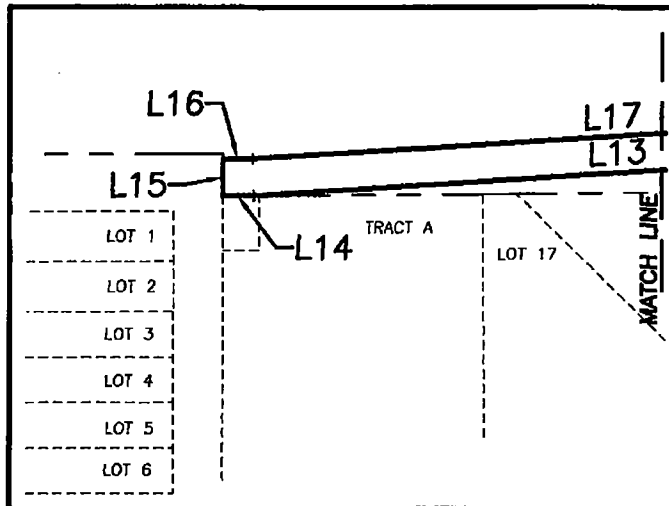
Containing 14,230 square feet, more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on the West right of way line of Killington Way as being North 21°42'00" East. (Assumed)
- 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 of Florida Administration Code.

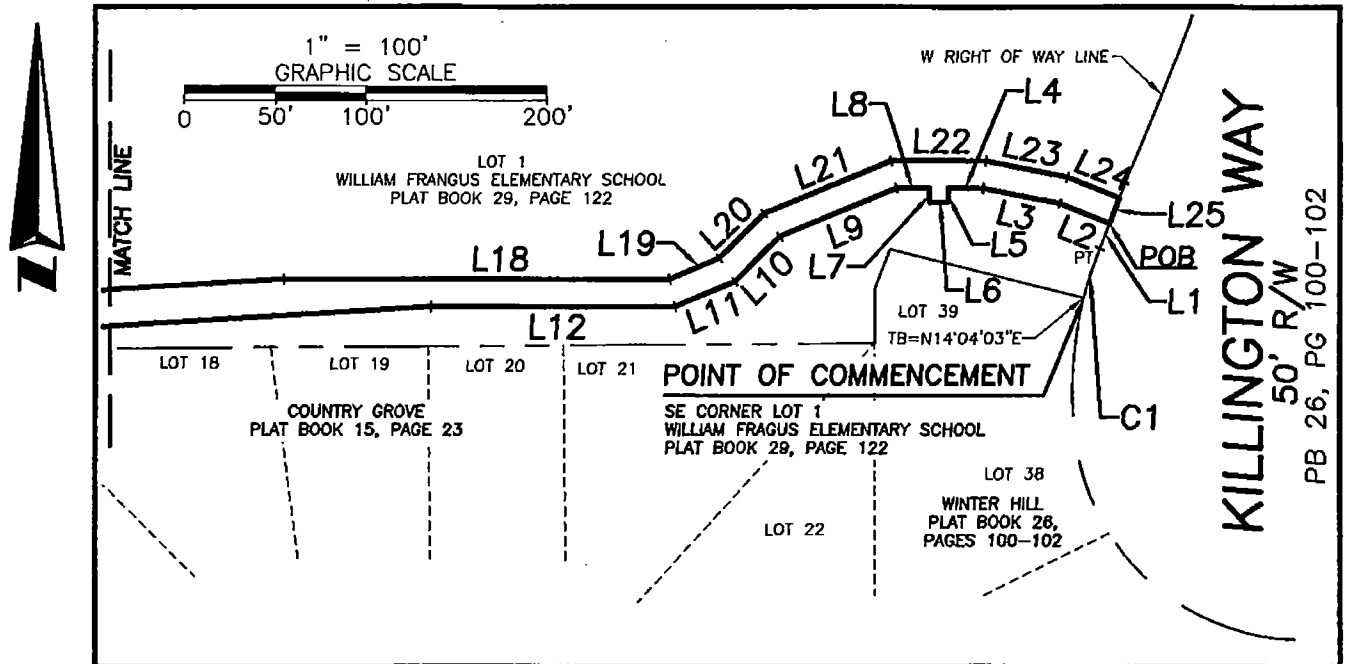
Sketch of Description	Date: May 07, 2018 JLG	Certification Number LB2108 61230003
FOR Orange County Public Schools Williams Company Orange county Utilities	Job Number: 61230 Scale: 1" = 100'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 202-8580 e-mail: info@southeasternsurveying.com</p> <p><i>James L. Petersen</i> JAMES L. PETERSEN REGISTERED LAND SURVEYOR - Number 4791</p>
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISION 7/13/2018 JLG	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N21°42'00"E	14.86'
L2	N68°18'00"W	29.55'
L3	N78°45'00"W	43.11'
L4	N90°00'00"W	19.24'
L5	S00°00'00"E	7.77'
L6	N90°00'00"W	10.00'
L7	N00°00'00"E	7.77'
L8	N90°00'00"W	18.49'
L9	S67°30'00"W	69.53'
L10	S45°00'00"W	34.97'
L11	S67°30'00"W	35.61'
L12	N90°00'00"W	134.60'
L13	S86°27'02"W	402.70'

LINE TABLE		
LINE #	BEARING	LENGTH
L14	S89°34'02"W	16.69'
L15	N00°01'42"E	20.00'
L16	N89°34'02"E	15.99'
L17	N86°27'02"E	322.02'
L18	N90°00'00"E	212.84'
L19	N67°30'00"E	29.64'
L20	N45°00'00"E	34.97'
L21	N67°30'00"E	75.50'
L22	N90°00'00"E	52.20'
L23	S78°45'00"E	45.96'
L24	S68°18'00"E	30.92'
L25	S21°42'00"W	15.00'



POB	=	POINT OF BEGINNING
R/W	=	RIGHT OF WAY
PB	=	PLAT BOOK
TB	=	TANGENT BEARING
PG(S)	=	PAGE(S)
PT	=	POINT OF TANGENCY

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	214.26'	7°37'57"	28.54'	N17°53'01"E	28.52'



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

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 61230003
Job No. 61230
Date: May 07, 2018
SHEET 2 OF 2
See Sheet 1 for Description

REVISED 07/13/2018 JLG
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2

SCHEDULE "A"

Exhibit "B"

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070

DESCRIPTION: UTILITY EASEMENT


A portion of Lot 1, William Frangus Elementary School, according to the plat thereof as recorded in Plat Book 29, Page 122 of the Public Records of Orange County, Florida.

Commencing at Southeast corner of Lot 1, William Frangus Elementary School, according to the plat thereof as recorded in Plat Book 29, Page 122 of the Public Records of Orange County, Florida, said point being on the West right of way line of Killington Way, Winter Hill according to the plat thereof as recorded in Plat Book 26, Pages 100 through 102 of said Public Records thence departing said right of way line and along the South line of said Lot 1 the following (4) four courses and distances North 75°55'57" West, a distance of 109.81 feet; South 21°51'15" West, a distance of 23.54 feet; South 00°03'59" East, a distance of 29.57 feet; South 89°34'02" West, a distance of 480.00 feet; thence departing said South line North 00°25'58" West, a distance of 19.80 feet to the POINT OF BEGINNING; thence South 89°55'56" West, a distance of 20.00 feet; thence North 00°00'00" West, a distance of 30.00 feet; thence North 89°55'56" East, a distance of 20.00 feet; thence South 00°00'00" East, a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 600 square feet, more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on the South line of lot 1 William Frangus Elementary School Plat Book 29, Page 122, Orange County, Florida as being South 89°34'02" West. (Assumed)
- 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 of Florida Administration Code.

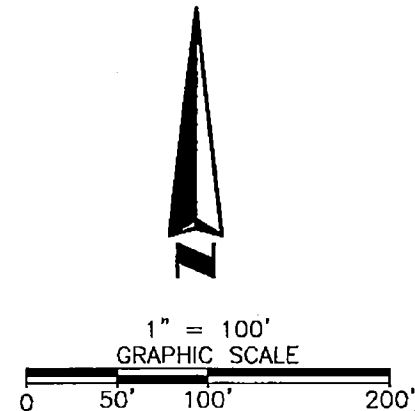
Sketch of Description FOR Orange County Public Schools Williams Company Orange County Utilities	Date: May 07, 2018 JLG		Certification Number LB2108 61230004
	Job Number: 61230	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 7/13/2018 JLG		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

JAMES L. PETERSEN
REGISTERED LAND SURVEYOR Number 4791

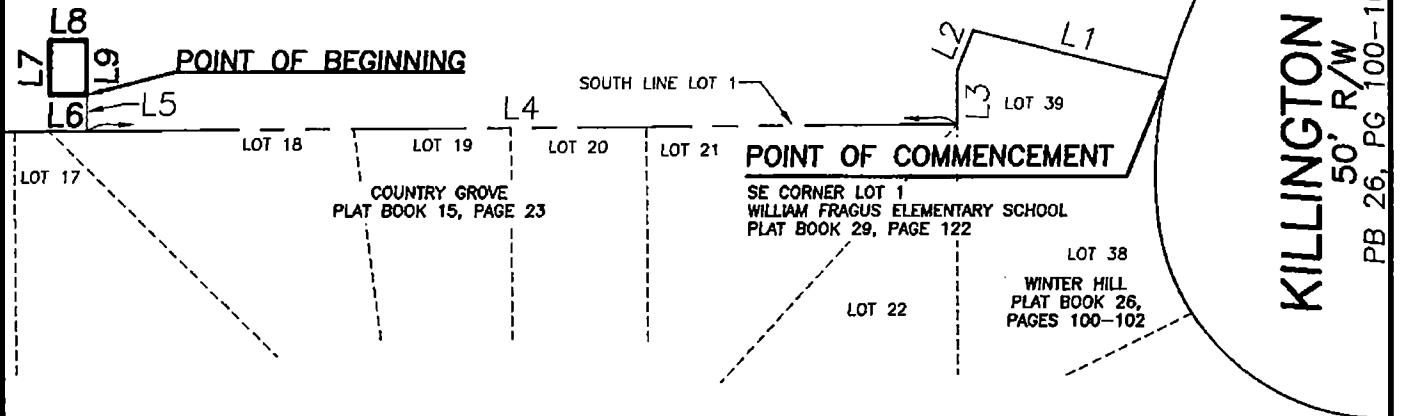
SKETCH OF DESCRIPTION

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N75°55'57"W	109.81'
L2	S21°51'15"W	23.54'
L3	S00°03'59"E	29.57'
L4	S89°34'02"W	480.00'
L5	N00°25'58"W	19.80'
L6	S89°55'56"W	20.00'
L7	N00°00'00"W	30.00'
L8	N89°55'56"E	20.00'
L9	S00°00'00"E	30.00'



LOT 1
WILLIAM FRANGUS ELEMENTARY SCHOOL
PLAT BOOK 29, PAGE 122



ABBREVIATIONS:

POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
PB = PLAT BOOK
TB = TANGENT BEARING
NT = NON-TANGENT
PG(S) = PAGE(S)
PT = POINT OF TANGENCY



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

Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 61230004
Job No. 61230
Date: May 07, 2018
SHEET 2 OF 2
See Sheet 1 for Description

REVISED 7/13/2018 JLG
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2

SCHEDULE "A"

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070

DESCRIPTION: UTILITY EASEMENT


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Containing 15,739 square feet, more or less.

SURVEYOR'S REPORT:

- Bearings shown hereon are based on the West right of way line of Killington Way as being North 21°42'00" East. (Assumed)
- 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 of Florida Administration Code.

Sketch of Description FOR Orange County Public Schools Williams Company Orange County Utilities	Date: May 07, 2018 JLG		Certification Number LB2108 61230005
	Job Number: 61230	Scale: 1" = 100'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 232-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED 7/13/2018 JLG		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

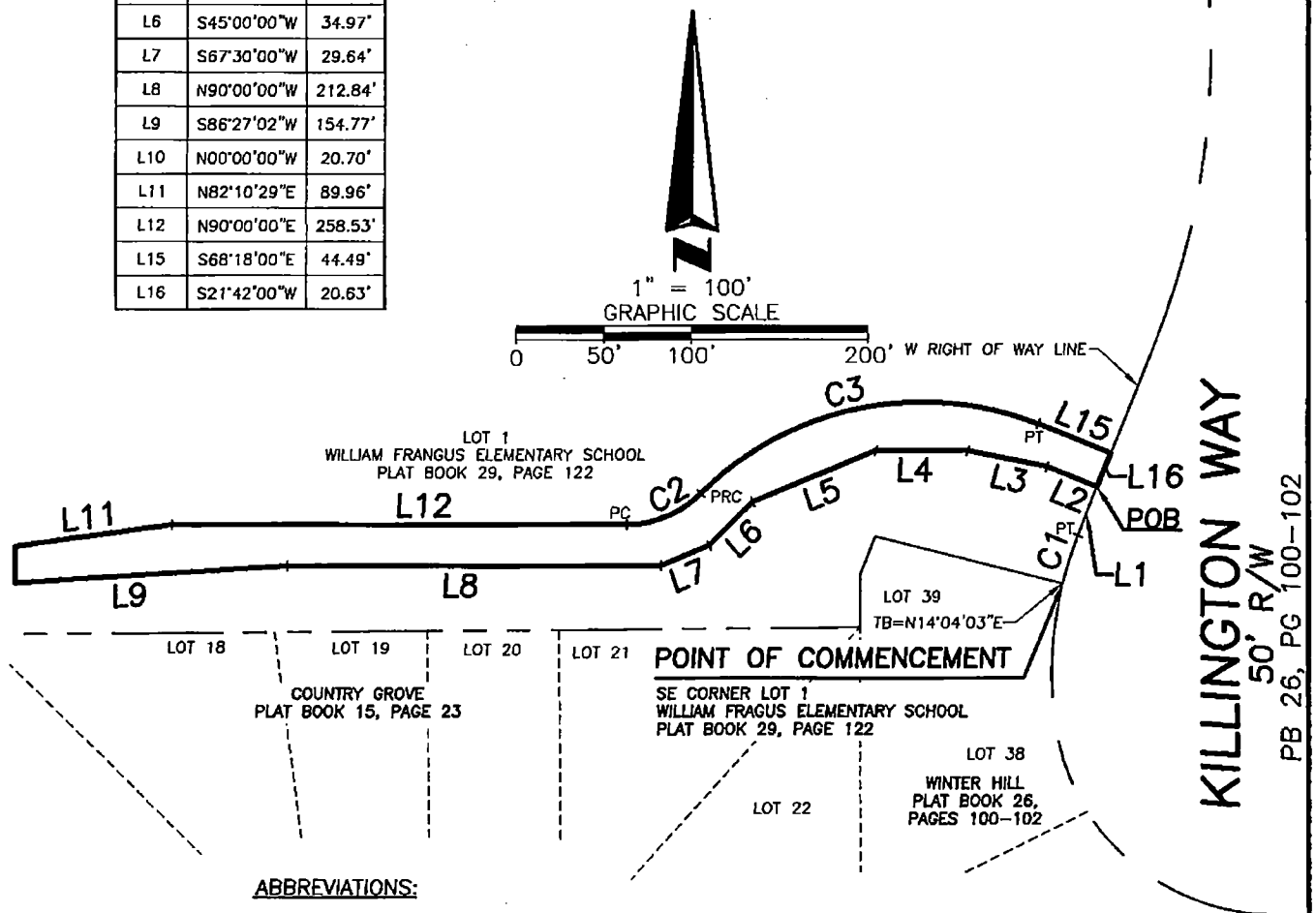
JAMES L. PETERSEN
REGISTERED LAND SURVEYOR Number 4781

SKETCH OF DESCRIPTION

PROJECT NAME: FRANGUS ELEMENTARY SCHOOL
ORANGE COUNTY PROJECT NUMBER: 17-E-070

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N21°42'00"E	29.86'
L2	N68°18'00"W	30.92'
L3	N78°45'00"W	45.96'
L4	N90°00'00"W	52.20'
L5	S67°30'00"W	75.50'
L6	S45°00'00"W	34.97'
L7	S67°30'00"W	29.64'
L8	N90°00'00"W	212.84'
L9	S86°27'02"W	154.77'
L10	N00°00'00"W	20.70'
L11	N82°10'29"E	89.96'
L12	N90°00'00"E	258.53'
L15	S68°18'00"E	44.49'
L16	S21°42'00"W	20.63'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	214.26'	7°37'57"	28.54'	N17°53'01"E	28.52'
C2	60.00'	44°54'08"	47.02'	N67°32'56"E	45.83'
C3	178.00'	66°36'08"	206.91'	N78°23'56"E	195.46'



ABBREVIATIONS:

POB	= POINT OF BEGINNING
R/W	= RIGHT OF WAY
PB	= PLAT BOOK
TB	= TANGENT BEARING
NT	= NON-TANGENT
PG(S)	= PAGE(S)
PT	= POINT OF TANGENCY
PRC	= POINT OF REVERSE CURVATURE
PC	= POINT OF CURVATURE

Drawing No. 61230005
Job No. 61230
Date: May 07, 2018
SHEET 2 OF 2
See Sheet 1 for Description

REVISED 07/13/2018 JLG
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 2



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