





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** November 13, 2018

**TO:** Mayor Jerry L. Demings  
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:** Union Park Elementary School Permit #17-E-038 OCU File #94527  
  
District 3

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

**ITEM:** Utility Easement  
Cost: Donation  
Size: 837 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.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

DEC 04 2018

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

Project: Union Park Elementary School Permit #17-E-038 OCU File #94527

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 27 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 Exhibits "A"

Tax Parcel I.D. Number: 19-22-31-0000-00-012

(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]**

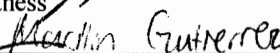
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these presents to be signed on the dates provided below.

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

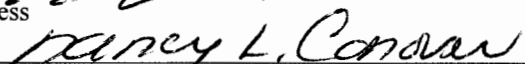
  
WILLIAM E. SUBLETTE, its Chairman

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

Witness

  
Print or Type Name of First Witness

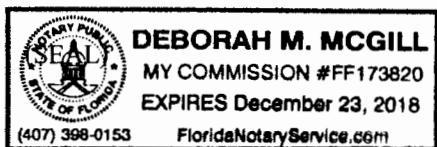
Witness

  
Print or Type Name of Second Witness

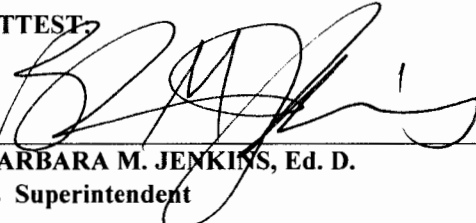
\*(Names must be typed on or printed under each signature)

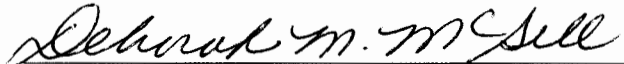
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 27th day of September, 2018, by William E. Sublette, as 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, who is personally known to me or who have produced \_\_\_\_\_ as identification.



ATTEST

  
BARBARA M. JENKINS, Ed. D.  
as Superintendent

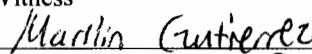
  
Notary Public

Print Name: Deborah M. McGill

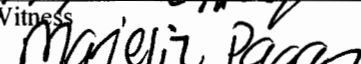
Serial Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Witness

  
Print or Type Name of First Witness

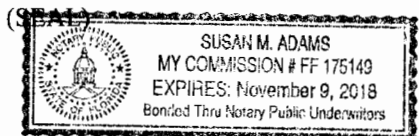
Witness

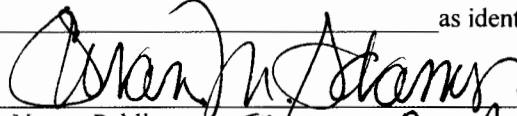
  
Print or Type Name of Second Witness

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of September, 2018, 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, who is personally known to me or who have produced \_\_\_\_\_ as identification.



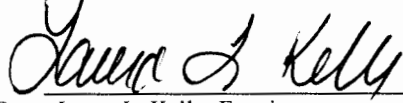
  
Notary Public

Print Name: Susan M. Adams

Serial Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

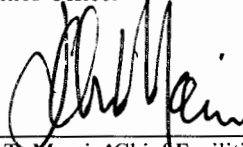
Approved as to form and legality by legal counsel  
to The School Board of Orange County, Florida,  
exclusively for its use and reliance.



By: Laura L. Kelly, Esquire

Date: Oct 29, 2018

Reviewed and approved by Orange County Public Schools  
Chief Facilities Officer



By: John T. Morris, Chief Facilities Officer

Date: 10/29, 2018




**"GRANTEE"**

**ORANGE COUNTY, FLORIDA**

By Board of County Commissioners

By:

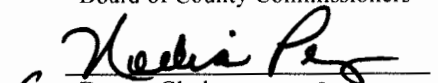
  
Jerry L. Demings,  
Orange County Mayor

Date:

12.4.18

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

By:

  
for Deputy Clerk  
Noelia Perez  
Printed Name

# SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT UNION PARK ELEMENTARY SCHOOL

SECTION 19, TOWNSHIP 22 SOUTH, RANGE 31 EAST  
ORANGE COUNTY, FLORIDA

PROJECT NAME: UNION PARK ELEMENTARY SCHOOL  
OC PROJECT NUMBER: 17-E-038  
DOCUMENT TITLE: UTILITY EASEMENT

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE REMAINDER LOT 9, BLOCK C, FOXBOWER MANOR, AS RECORDED IN PLAT BOOK U, PAGE 77, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF FOXBOWER ROAD (60 FOOT RIGHT OF WAY), AS RECORDED IN SAID PLAT FOXBOWER MANOR, THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°58'14" WEST, A DISTANCE OF 19.90 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE NORTH 89°33'26" EAST, A DISTANCE OF 41.01 FEET, THENCE SOUTH 00°26'03" EAST, A DISTANCE OF 21.00 FEET, THENCE NORTH 88°53'14" WEST, A DISTANCE OF 40.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 837 SQUARE FEET OF LAND, MORE OR LESS.


## SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH & LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED UTILITY EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE EAST RIGHT OF WAY LINE OF FOXBOWER ROAD BEARS N00°58'14"W.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. 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.

THIS IS NOT A SURVEY

REVISION DATE: 31 AUGUST 2018

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b></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>	<p align="center"><b>SKETCH AND LEGAL DESCRIPTION FOR PIRTLE CONSTRUCTION COMPANY</b></p>	<p>DATE OF DRAWING: 06 JUNE 2018</p> <p>MANAGER: JDH      CADD: SCS</p>
	<p align="center"><b>SURVEYOR'S CERTIFICATION</b></p> <p>I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.</p> <p align="right">DATE: 09/06/2018</p> <p>JEFFREY D. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>PROJECT NUMBER: 714-17008</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S): N/A</p> <p>COMPUTER FILE: 71408SD.DWG</p> <p>SCALE: 1" = 60'      SHEET 1 OF 2</p>

# SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT UNION PARK ELEMENTARY SCHOOL

SECTION 19, TOWNSHIP 22 SOUTH, RANGE 31 EAST  
ORANGE COUNTY, FLORIDA

PROJECT NAME: UNION PARK ELEMENTARY SCHOOL  
OC PROJECT NUMBER: 17-E-038  
DOCUMENT TITLE: UTILITY EASEMENT

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

**FOXBOWER ROAD**

60' RIGHT OF WAY PER  
P.B. U, PG. 77

EAST RIGHT OF WAY LINE

L1

L2

UTILITY EASEMENT  
837 SQUARE FEET

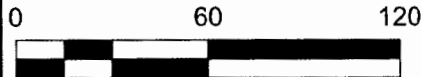
L3

L4

**P.O.B.**

NORTHWEST CORNER  
OF THE REMAINDER  
LOT 9, BLOCK C,  
P.B. U, PG. 77

N00°58'14"W  
(BASIS OF BEARING)




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

## SUBJECT PROPERTY

UNION PARK ELEMENTARY SCHOOL  
1600 N. DEAN ROAD

SCHOOL BOARD OF  
ORANGE COUNTY FLORIDA  
D.B. 995, PG. 181  
O.R. 1523, PG. 965

## LEGEND

P.O.B. POINT OF BEGINNING  
D.B. DEED BOOK  
O.R. OFFICIAL RECORDS  
P.B. PLAT BOOK  
PG. PAGE  
LB LICENSED BUSINESS  
 BACKFLOW PREVENTER

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°58'14"W	19.90'
L2	N89°33'26"E	41.01'
L3	S00°26'03"E	21.00'
L4	N88°53'14"W	40.84'

REVISION DATE: 31 AUGUST 2018

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

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH AND LEGAL DESCRIPTION  
FOR  
PIRTLE CONSTRUCTION COMPANY

THIS IS NOT A SURVEY

DATE OF DRAWING: 06 JUNE 2018  
MANAGER: JDH CADD: SCS  
PROJECT NUMBER: 714-17008  
FIELD BOOK NUMBER: N/A  
LAST FIELD WORK: N/A  
CREW CHIEF(S): N/A  
COMPUTER FILE: 71408SD.DWG  
SCALE: 1" = 60' SHEET 2 OF 2