



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** November 13, 2018

**TO:** Mayor Jerry L. Demings  
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 BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Pine Hills Transportation Facility Permit #17-E-015 OCU File #90706  
  
District 2

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

**ITEM:** Utility Easement  
Cost: Donation  
Size: 756 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: Pine Hills Transportation Facility Permit #17-E-015 OCU File #90706

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 17 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"

A portion of Tax Parcel I.D. Number: 06-22-29-5844-00-411

(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.

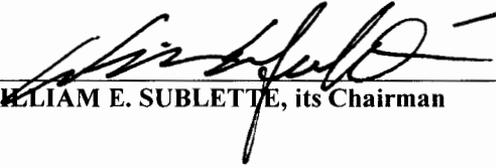
The acceptance of this easement by GRANTEE, as evidenced by the recordation of same in the Public Records of Orange County, Florida, or the entry onto the Easement Area by GRANTEE, its agents or assigns, for the purposes of this easement shall constitute GRANTEE'S agreement to be bound by the terms hereof.

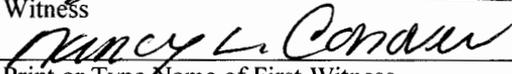
**[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

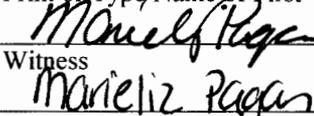
IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused these presents to be signed on the dates provided below.

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

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

  
\_\_\_\_\_  
WILLIAM E. SUBLETTE, its Chairman

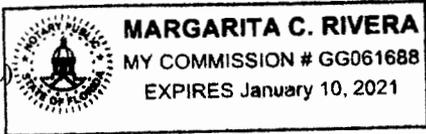
Witness  
  
\_\_\_\_\_  
Nancy L. Condon  
Print or Type Name of First Witness

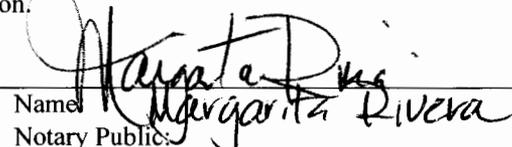
Witness  
  
\_\_\_\_\_  
Marieliz Pagan  
Print or Type Name of Second Witness

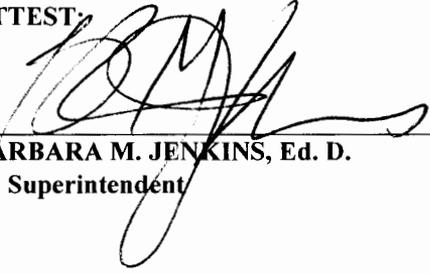
\*(Names must be typed on or printed under each signature)

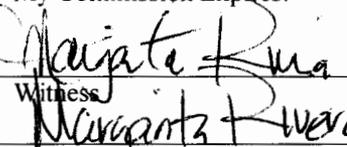
STATE OF FLORIDA  
COUNTY OF ORANGE

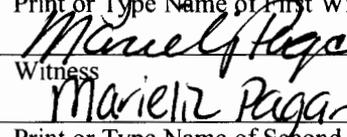
The foregoing Easement was acknowledged before me this 17<sup>th</sup> day of September, 2018, by William E. Sublette, as Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a Florida Corporation, on behalf of the Corporation who is personally known to me or who have produced \_\_\_\_\_ as identification.

(SEAL)   
MARGARITA C. RIVERA  
MY COMMISSION # GG061688  
EXPIRES January 10, 2021

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

ATTEST:  
  
\_\_\_\_\_  
BARBARA M. JENKINS, Ed. D.  
as Superintendent

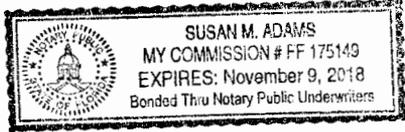
Witness  
  
\_\_\_\_\_  
Margarita Rivera  
Print or Type Name of First Witness

Witness  
  
\_\_\_\_\_  
Marieliz Pagan  
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 17<sup>th</sup> 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.

(SEAL)   
SUSAN M. ADAMS  
MY COMMISSION # FF 175149  
EXPIRES: November 9, 2018  
Bonded Thru Notary Public Underwriters

  
\_\_\_\_\_  
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: Oct 29, 2018

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris  
John T. Morris, Chief Facilities Officer  
Date: 10/29, 2018



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

By: Jerry L. Demings  
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: Noelia Perez  
for Deputy Clerk  
Noelia Perez  
Printed Name

# LEGAL DESCRIPTION UTILITY EASEMENT

UTILITY EASEMENT:

A PORTION OF LOT 73, WILLIS R. MUNGER'S LAND IN SECTION 6, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK E, PAGE 3, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 73, WILLIS R. MUNGER'S LAND IN SECTION 6, TOWNSHIP 22 SOUTH, RANGE 29 EAST, AS RECORDED IN PLAT BOOK E, PAGE 3, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WITH THE WEST RIGHT OF WAY LINE OF PINE HILLS ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 4540, PAGE 2569, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN SOUTH 01°06'21" EAST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 421.42 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01°06'21" EAST, ALONG SAID WEST RIGHT OF WAY LINE, FOR A DISTANCE OF 18.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 88°53'39" WEST FOR A DISTANCE OF 42.00 FEET; THENCE RUN NORTH 01°06'21" WEST FOR A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 88°53'39" EAST FOR A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 756 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

PROJECT NAME: PINE HILLS TRANSPORTATION FACILITY  
 PROJECT NUMBER: 90706  
 OC PROJECT NUMBER: 17-E-015

SHEET 1 OF 2



16 EAST PLANT STREET  
 Winter Garden, Florida 34787 • (407) 854-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF PINE HILLS ROAD AS HAVING AN ASSUMED BEARING OF SOUTH 01°06'21" EAST.

JOB NO. _____	20170373	CALCULATED BY: _____	EGT
DATE: _____	MAY 8, 2018	DRAWN BY: _____	EGT
SCALE: _____	1 INCH = 50 FEET	CHECKED BY: _____	GMJ
FIELD BY: _____	N/A	FOR THE LICENSED BUSINESS #6723 BY:  GERALD M. JOHNSTON, PSM #5570	

# SKETCH OF DESCRIPTION UTILITY EASEMENT

POINT OF COMMENCEMENT  
INTERSECTION OF NORTH LINE OF LOT 73 AND  
WEST RIGHT OF WAY LINE OF PINE HILLS ROAD



NORTH LINE OF LOT 73  
WEST RIGHT OF WAY LINE OF PINE HILLS ROAD  
PER OFFICIAL RECORDS BOOK 4540, PAGE 2569

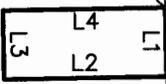
PINE HILLS ROAD  
RIGHT OF WAY WIDTH VARIES

S01°06'21"E 421.42' (BASIS OF BEARINGS)

POINT OF BEGINNING

LOT 73

WILLIS R. MUNGER'S LAND IN SECTION  
6, TOWNSHIP 22 SOUTH RANGE 29 EAST  
PLAT BOOK E, PAGE 3



LINE TABLE		
LINE	LENGTH	BEARING
L1	18.00'	S01°06'21"E
L2	42.00'	S88°53'39"W
L3	18.00'	N01°06'21"W
L4	42.00'	N88°53'39"E

PROJECT NAME: PINE HILLS TRANSPORTATION FACILITY  
PROJECT NUMBER: 90706  
OC PROJECT NUMBER: 17-E-015

SHEET 2 OF 2



16 EAST PLANT STREET  
Winter Garden, Florida 34787 \* (407) 654-5355

### SURVEYOR'S NOTES:

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3. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF PINE HILLS ROAD AS HAVING AN ASSUMED BEARING OF SOUTH 01°06'21" EAST.

JOB NO. 20170373	CALCULATED BY: EGT
DATE: MAY 8, 2018	DRAWN BY: EGT
SCALE: 1 INCH = 50 FEET	CHECKED BY: GMJ
FIELD BY: N/A	