



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: April 7, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *mtc*
Real Estate Management Division

FROM: Tamara Pelc, Senior Title Examiner *TP/mtc*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, 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, Florida and authorization to record instrument

PROJECT: Site 20 Elementary School Permit 19-E-002 OCU File #97347

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: 0.010 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: The County is executing the Utility Easement to show acceptance of the terms and conditions.

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

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 27 2021

This is a Donation

Project: Site 20 Elementary School
OCU File No. 97347

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 _____ day of **APR 27 2021**, 2021, 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 main water line tie in 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: 23-24-28-0000-00-004
(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 hereby covenants and agrees that no new buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within sixty (60) days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. In the exercise of the rights and privileges granted hereunder, GRANTEE shall not damage or disturb any improvements located outside of the Easement Area and, upon completion of any work on the premises, shall repair and restore any site improvements located within the Easement Area to the satisfaction of the GRANTOR. 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. All entries upon GRANTOR'S premises by GRANTEE, its employees, agents and contractors, and the exercise of any of GRANTEE'S rights and privileges hereunder shall be at GRANTEE'S sole risk and expense and GRANTEE covenants to indemnify and hold GRANTOR harmless from any and all damages and injuries, whether to persons or property arising from GRANTEE'S negligent construction, operation and maintenance and repair of the facilities.

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.

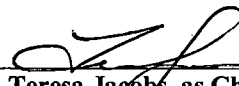
Nothing herein shall be construed as a waiver of GRANTEE'S or GRANTOR'S sovereign immunity provided under §768.28, Fla. Stat., as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

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.

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

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


Teresa Jacobs, as Chair

Witness: 

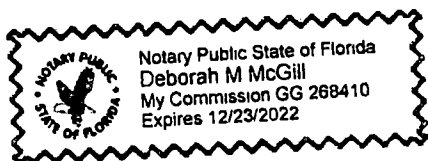
Print Name: Arabia Henley

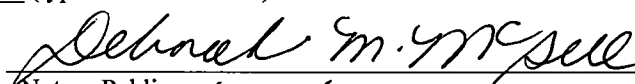
Witness: 

Print Name: Martin Gutierrez


STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 11th day of August, 2020, by Teresa Jacobs, Chair 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. She is personally known to me or has produced _____ (type of identification) as identification.




Notary Public:
Name: Deborah m. mcgill
Commission No: _____
My Commission Expires: _____

GRANTOR:
THE SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA


BARBARA M. JENKINS, Ed.D.
as Superintendent

Witness: 

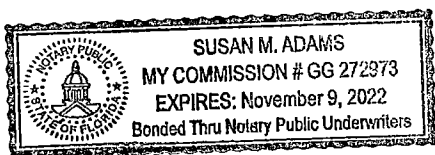
Print Name: Arabia Henley

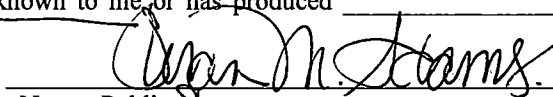
Witness: 

Print Name: Martin Gutierrez

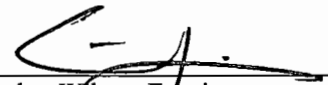
STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 10th day of August, 2020, by Barbara M. Jenkins, Ed.D., Superintendent of 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, on behalf of The School Board. She is personally known to me, or has produced _____ (type of identification) as identification.

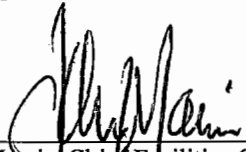



Notary Public
Name: Susan M. Adams
Commission No. _____
My Commission Expires: _____

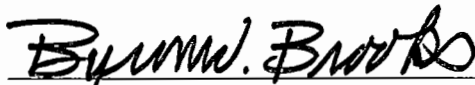
Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

By: 
Christopher Wilson, Esquire
Date: 6/16, 2020

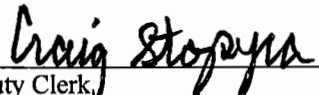
Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: 
John T. Morris, Chief Facilities Officer
Date: 8/3, 2020

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

By: 
Jerry L. Demings,
for Orange County Mayor
Date: 27 April 2021

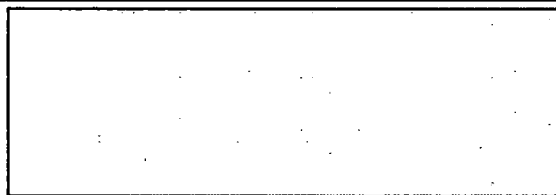
ATTEST: Phil Diamond, CPA County
Comptroller, As Clerk to the Board of
County Commissioners

By: 
for Deputy Clerk,
Printed Name Craig Stopysa



Project Name: Site 20
 Elementary School
 OC Project Number: 19-E-002
 Utility Easement
 Permit #: BDPN-190425-0782

Exhibit "A"



DESCRIPTION:

A parcel of land lying within Section 26, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:
 For a POINT OF REFERENCE commence at the Northeast corner of the Northwest 1/4 of said Section 26; thence N.89°37'19"W., a distance of 1,329.09 feet to the East right-of-way line of International Drive; thence N.00°04'19"E., along said East right-of-way line, a distance of 320.37 feet for a POINT OF BEGINNING; thence continue along said East right-of-way line, N.00°04'19"E., a distance of 30.00 feet; thence S.89°55'41"E., a distance of 15.00 feet; thence S.00°04'19"W., a distance of 30.00 feet; thence N.89°55'41"W., a distance of 15.00 feet to the POINT OF BEGINNING.
 Containing 0.010 acres (450 square feet), more or less.

DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

DATE	REVISION	BY
5/22/20	CHANGED PROJECT NAME	CAG
6/9/20	CHANGED PROJECT NAME	CAG
4/6/21	ADD SQUARE FEET TO DESCRIPTION	ARG

SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH

Corner Monuments were not set in conjunction with the preparation of this sketch.
 Improvements, if any, have not been located in conjunction with the preparation of this sketch.
 This sketch is for graphic illustration only, and does not represent a field survey.
 Descriptions created per this sketch.

Sunshine Elementary
 (formerly known as Site 20)

PREPARED FOR

Core Construction Services of Florida, LLC

JOB NO: 2019-039A01.00002 DRAWN BY: CAG

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors, Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Andrew Getz
 STATE OF FLORIDA

Digitally signed by Andrew Getz
 Date: 2021.04.06 15:21:47 -0400

Andrew Getz
 Date: 4/6/2021
 Andrew R. Getz, PLS, License Number 7043
 For D.C. Johnson & Associates, Inc.
 Not valid without the signature and raised seal of a Florida Licensed Surveyor.

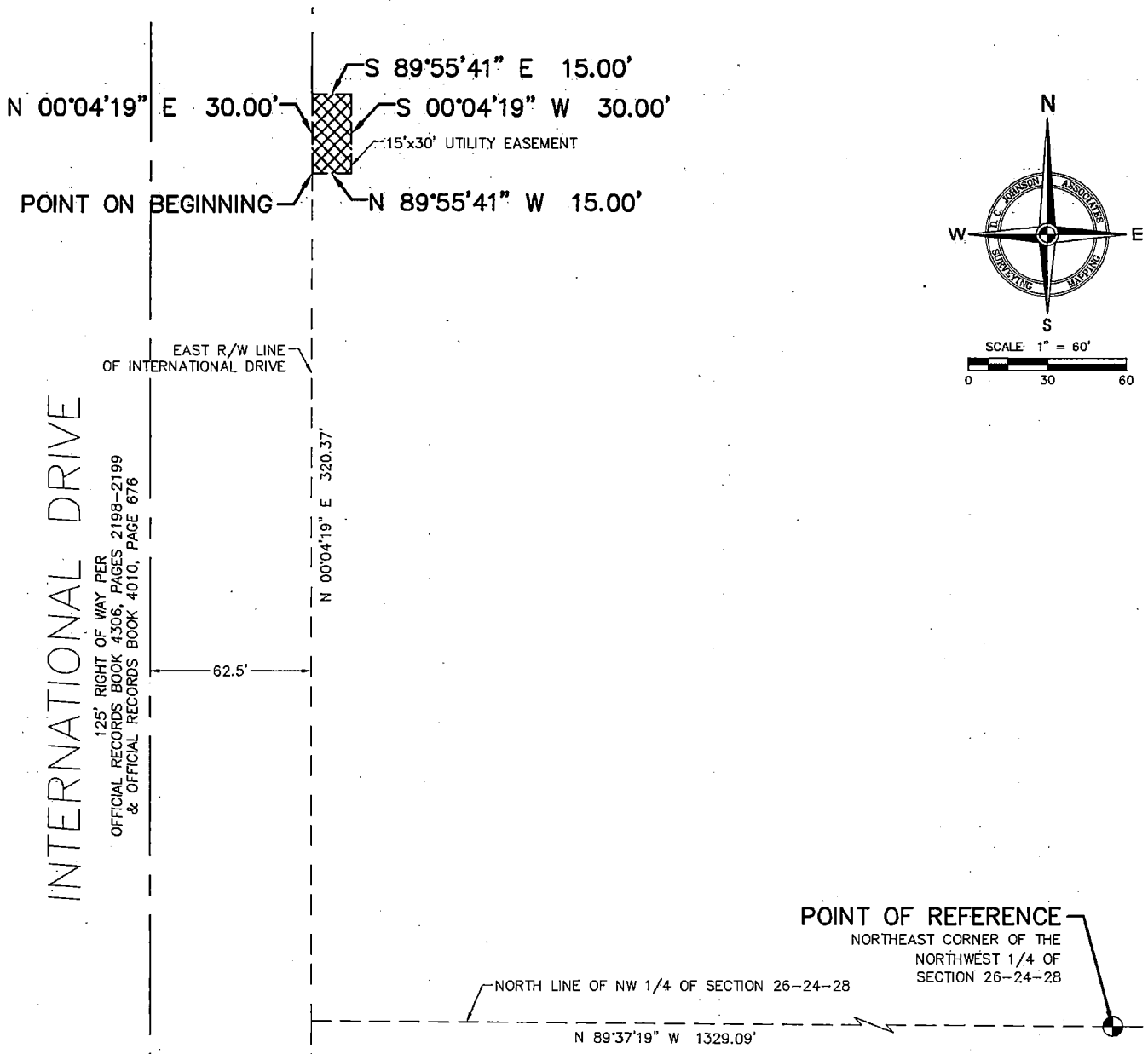
JOHNSON
ASSOCIATES

SURVEYING AND MAPPING

Florida Licensed Business No. LB 4514
 11911 S. Curley St. San Antonio, FL 33576
 (352) 588-2768 survey@dcjohnson.com
 www.dcjohnson.com

R# 4/7/2021

Project Name: Site 20
 Elementary School
 OC Project Number: 19-E-002
 Utility Easement
 Permit #: BDPN-190425-0782



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 NOT A BOUNDARY SURVEY

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Sunshine Elementary
 (formerly known as Site 20)

PREPARED FOR

Core Construction Services of Florida, LLC

JOB NO: 2019-039A01.00002

DRAWN BY: CAG

SKETCH ONLY
 NOT A BOUNDARY SURVEY

SHEET 2 OF 2
 SEE SHEET 1 FOR DESCRIPTION

JOHNSON
 ASSOCIATES

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R4 4/17/2021