



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: October 13, 2021

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

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

FROM: Elena Hutchinson, Senior Title Examiner *EH.*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Easement from The School Board of Orange County, Florida to Orange County and authorization to record instrument

PROJECT: Poitras Off-Site Force Main Extension Permit 20-U-078 OCU File #98255
District 4

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

ITEM: Easement
Cost: Donation
Total size: 38,403 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department

REMARKS: Grantor to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 26 2021

Prepared by and Return to:

Christopher J. Wilson, Esq.
C.J. Wilson Law, P.A.
6065 Lake Charm Circle
Oviedo, Florida 32765

Project: Poitras Off-site Force Main (20-U-078) #98255
OCU File No. Poitras Off-site Force Main (20-U-078) #98255

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-4.014(10), F.A.C.

EASEMENT

THIS INDENTURE, made as of the last date signed below, 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 sanitary force main line 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: <30-24-31-0000-00-004 >
(the "Easement Area")

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

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.

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.

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.

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. If Grantor's future orderly development of the premises is in conflict with Grantee's Facilities, Grantee shall cooperate with Grantor to relocate, reconfigure, or modify the Easement Area by executing an amendment to the Easement establishing the new limits of the Easement Area, whereupon such relocated easement shall be subject to the terms hereof to the same extent they applied to the Easement Area prior to such relocation, reconfiguration, or modification. Any relocation of the Facilities shall be performed by Grantee, unless otherwise agreed to, and at no cost to Grantee. 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.

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 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 or the Principal shall be required in the event the Grantee determines that Modifications must be performed on an emergency basis.

GRANTEE shall promptly repair any damage to any property, facilities or improvements of Grantor located adjacent to the Easement Area, including without limitation parking areas, driveways, walkways, recreational facilities, fencing, and landscaping, if such damage is incident to Grantee's use of the Easement Area. Grantee shall take all necessary immediate action to stabilize, secure, or make safe any facilities or improvements of Grantor located in the Easement Area or adjacent thereto on an emergency basis in such a manner that renders facilities and improvements of Grantor safe for Grantor's intended use until permanent repairs can be made.

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.

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.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

"GRANTOR"

WITNESSES:

Mariela Pagani
Print Name: Mariela Pagani

Nancy Conover
Print Name: Nancy Conover

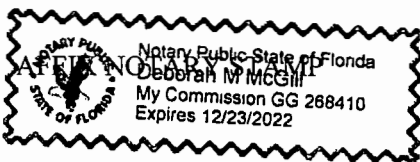
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

By: Teresa Jacobs
Teresa Jacobs, Chair

Date: 9/14, 2021

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of September, 2021, by Teresa Jacobs, as 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. The individual is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.



Deborah M. McGinnis
NOTARY PUBLIC OF FLORIDA
Print Name: Deborah M. McGinnis
Commission No.: _____
Expires: _____

"GRANTOR"

WITNESSES:

Mariela Pagan
Print Name: Mariela Pagan

Nancy Conover
Print Name: Nancy Conover

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

Attest: Barbara M. Jenkins, Ed.D.
as Superintendent

Date: September 15, 2021

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of September, 2021, 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. The individual is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification and has acknowledged that they signed the instrument voluntarily for the purpose expressed in it.



Susan M. Adams
NOTARY PUBLIC OF FLORIDA
Print Name: Susan M. Adams
Commission No.: _____
Expires: _____

Reviewed and approved by Orange County Public School's Chief Facilities Officer

John T. Morris
John T. Morris
Chief Facilities Officer

Date: 8/31, 2021

Approved as to form and legality by C.J. Wilson Law, P.A. as special counsel to the School Board of Orange County, Florida, exclusively for its use and reliance.

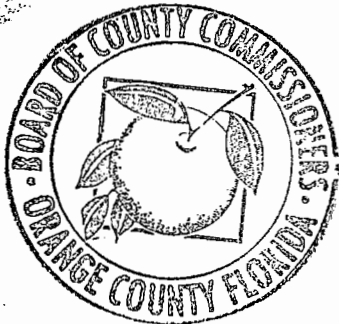
Christopher S. Wilson
Name: Christopher S. Wilson
C.J. Wilson Law, P.A.

Date: 8/27, 2021

"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 26 October, 2021

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

BY:

Noelia Perez
for Deputy Clerk

Noelia Perez
Printed Name

SKETCH OF DESCRIPTION

UTILITY EASEMENT

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR NOTES
SEE SHEET 4 FOR SKETCH

EXHIBIT A

DESCRIPTION:

That part of Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at Northwest corner of Lot 3, LAKE NONA SOUTH PARCEL 30, according to the plat thereof, as recorded in Plat Book 76, Pages 93 and 94, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Westerly line of lands described in Official Records Book 9874, Page 1582, of the Public Records of Orange County, Florida: N20°06'05"E, 33.94 feet; N02°37'15"E, 213.86 feet; N30°26'17"E, 148.22 feet; N02°21'46"E, 36.27 feet; N44°30'59"E, 163.15 feet; N50°01'34"E, 222.13 feet; N40°52'28"E, 376.32 feet; N35°43'19"E, 214.05 feet; N22°31'41"E, 70.66 feet to the North line of said lands described in Official Records Book 9874, Page 1582; thence departing said Westerly line run N90°00'00"E along said North line, 28.15 feet; thence departing said North line run S22°31'41"W, 84.45 feet; thence S35°43'19"W, 218.22 feet; thence S40°52'28"W, 379.58 feet; thence S50°01'34"W, 222.96 feet; thence S44°30'59"W, 151.88 feet; thence S02°21'46"W, 32.75 feet; thence S30°26'17"W, 152.57 feet; thence S02°37'15"W, 97.49 feet; thence S87°22'45"E, 2.00 feet; thence S02°37'15"W, 110.14 feet; thence S20°06'05"W, 40.52 feet to the Northerly line of aforesaid Lot 3; thence N71°12'43"W along said Northerly line, 5.77 feet; thence N62°15'27"W along said Northerly line, 20.41 feet to the POINT OF BEGINNING.

The above described parcel of land contains 0.882 acres (38,403 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

PREPARED FOR: ORANGE COUNTY PUBLIC SCHOOLS

PROJECT NAME: POITRAS OFF-SITE FORCE MAIN EXTENSION
OCU PROJECT NUMBER: 20-U-078
ORANGE COUNTY UTILITY EASEMENT SANITARY SEWER
(PORTION OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Robert Tyler Seale January 25, 2021
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.

DRAWN BY: BMW
DATE: 8/2020

CHECKED BY: RTS
DATE: 8/2020

JOB NO.
17137

SCALE
N/A

SHEET 1
OF 4

SKETCH OF DESCRIPTION

UTILITY EASEMENT

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR NOTES
SEE SHEET 4 FOR SKETCH

NOTES:

- This is not a survey.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northerly line of Lot 3, LAKE NONA SOUTH PARCEL 30, as recorded in Plat Book 76, Pages 93 and 94, of the Public Records of Orange County Florida, as being N62°15'27"W. (per plat)
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- The configuration of this sketch of description is based on information provided to DWMA.
- Surveyor has reviewed the following items listed in the Ownership and Encumbrance Report, prepared by First American Title Insurance Company, File No. 2037-5016765, searched through October 27, 2020, for easements and rights-of-way as provided to Donald W. McIntosh Associates, Inc. and finds the following:

Item No.	Comment
a. That certain unrecorded Development and Funding Agreement for the Central Florida Greenway Interchange at Lake Nona Planned Development by and between the City of Orlando and Lake Nona Land Company dated June 18, 2001.	_____ No Easements
b. City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact recorded December 4, 2007 in Book 9522, Page 525; First Amendment recorded March 26, 2008 in Book 9640, Page 1888; Second Amendment recorded July 10, 2012 in Book 10406, Page 4222; Third Amendment recorded November 27, 2013 in Book 10670, Page 3145; Fourth Amendment recorded September 3, 2015 in Book 10978, Page 6938 and Fifth Amendment recorded October 26, 2016 in Instrument No. 20160559864; Amended and Restated Developer's Agreement Regarding Lake Nona, recorded February 3, 2017 in Instrument No. 20170067108; Sixth Amendment recorded January 26, 2018 in Instrument No. 20180054513 and Seventh Amendment recorded September 15, 2020 in Instrument No. 20200481605.	_____ No Plottable Easements
c. Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development recorded January 11, 2008 in Book 9563, Page 1304; and Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded March 26, 2008 in Book 9640, Page 1912; Ordinance of the City of Orlando, Florida, Amending the Planned Development Zoning District Regulations for the Lake Nona Planned Development recorded August 23, 2012 in Book 10430, Page 5591; Ordinance No. 2013-51 of the City of Orlando, Florida recorded November 27, 2013 in Book 10670, Page 3237; Ordinance No. 2015-29 of the City of Orlando, Florida recorded September 11, 2015 in Book 10982, Page 938 and Amended and Restated Developer's Agreement recorded February 3, 2017 in Instrument No. 20170067108.	_____ No Plottable Easements
d. Terms and Conditions of that certain Nonexclusive Sidewalk, Utility, Landscape, and Drainage Easement Agreement (MS Site) in favor of Lake Nona Land Company, LLC recorded May 19, 2009 in Book 9874, Page 1588.	_____ No plottable easements within the subject property
e. Intentionally deleted.	
f. Post Closing Agreement (MS Site) with Lake Nona Land Company, LLC recorded May 19, 2009 in Book 9874, Page 1605.	_____ No Easements

NOTES CONTINUE ON SHEET 3

PREPARED FOR: ORANGE COUNTY PUBLIC SCHOOLS

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OCU PROJECT NUMBER: 20-U-078
ORANGE COUNTY UTILITY EASEMENT SANITARY SEWER
(PORTION OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>17137</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>8/2020</u>	DATE: <u>8/2020</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

UTILITY EASEMENT

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 FOR NOTES
SEE SHEET 4 FOR SKETCH

NOTES CONTINUED FROM SHEET 2

Item No.	Comment
g. Memorandum of Right to Repurchase (MS Site) by and between Lake Nona Land Company, LLC and The School Board of Orange County, Florida recorded May 19, 2009 in Book 9874, Page 1620.	_____ No Easements
h. Terms and conditions of that certain Storm Water Drainage Easement Agreement (Lake Nona Middle School) in favor of Lake Nona Land Company, LLC recorded July 2, 2010 in Book 10070, Page 939; and the effect of Termination of Surface Water Drainage Easement Agreement (Lake Nona Parcel 30b) recorded May 3, 2011 in Book 10208, Page 2572.	_____ No plottable easements within the subject property
i. Terms and conditions of that certain Storm Water Drainage Easement Agreement (Lake Nona Middle School) in favor of Lake Nona Land Company, LLC recorded May 3, 2011 in Book 10208, Page 2578, as affected by First amendment to Stormwater Drainage Easement Agreement recorded March 28, 2013 in Book 10544, Page 4613 and Contiguity Affidavit recorded April 5, 2013 in Book 10548, Page 7570.	_____ No plottable easements within the subject property
j. Wastewater Credit Agreement Related to Sewer Capacity for Lake Nona South and Central recorded December 19, 2017 in Instrument No. 20170689859.	_____ No Easements

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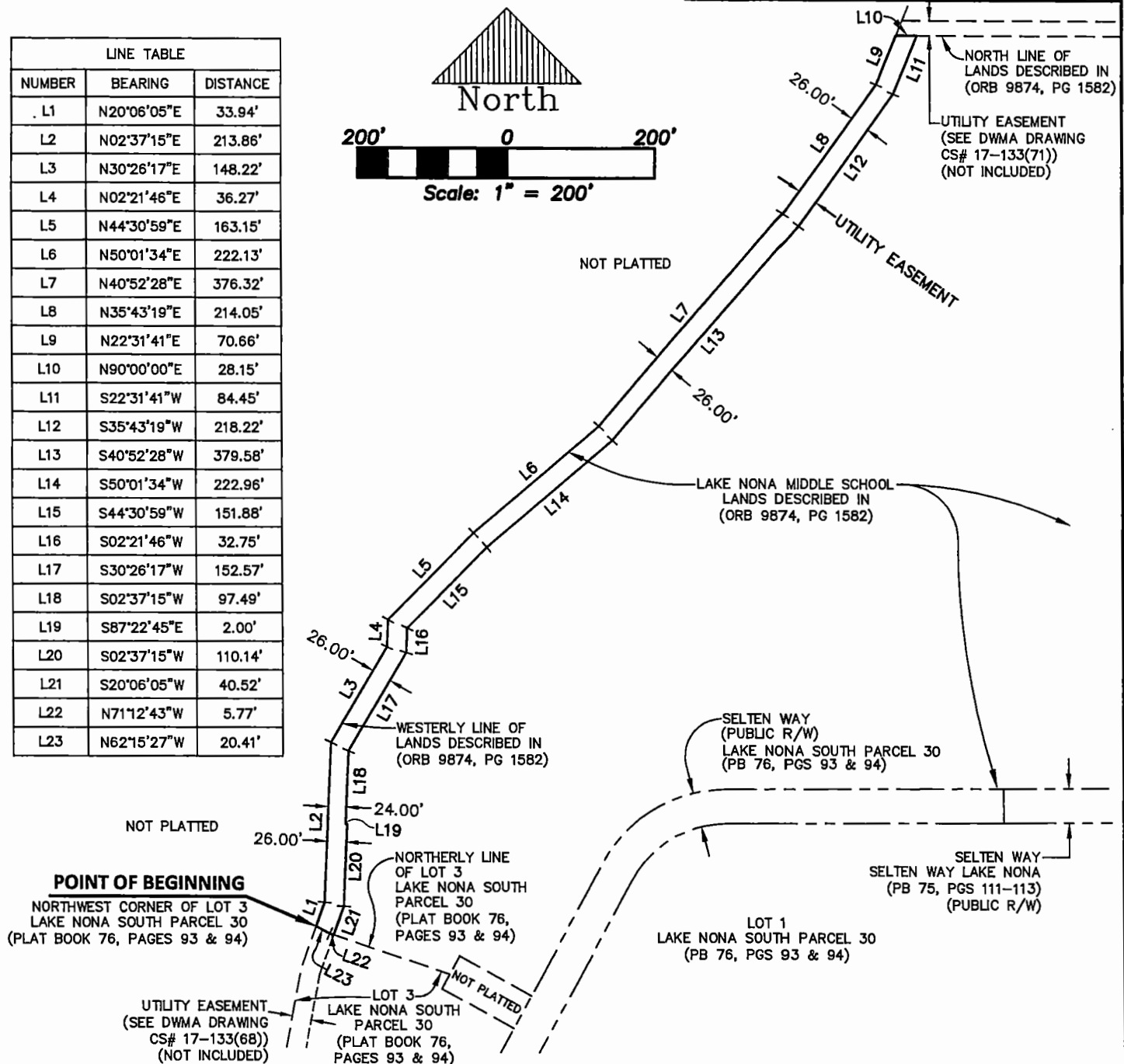
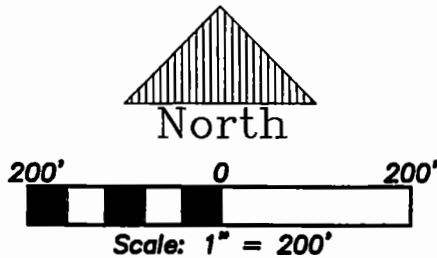
DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>17137</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>8/2020</u>	DATE: <u>8/2020</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

UTILITY EASEMENT

SEE SHEET 1 FOR LEGAL DESCRIPTION
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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N20°06'05"E	33.94'
L2	N02°37'15"E	213.86'
L3	N30°26'17"E	148.22'
L4	N02°21'46"E	36.27'
L5	N44°30'59"E	163.15'
L6	N50°01'34"E	222.13'
L7	N40°52'28"E	376.32'
L8	N35°43'19"E	214.05'
L9	N22°31'41"E	70.66'
L10	N90°00'00"E	28.15'
L11	S22°31'41"W	84.45'
L12	S35°43'19"W	218.22'
L13	S40°52'28"W	379.58'
L14	S50°01'34"W	222.96'
L15	S44°30'59"W	151.88'
L16	S02°21'46"W	32.75'
L17	S30°26'17"W	152.57'
L18	S02°37'15"W	97.49'
L19	S87°22'45"E	2.00'
L20	S02°37'15"W	110.14'
L21	S20°06'05"W	40.52'
L22	N71°12'43"W	5.77'
L23	N62°15'27"W	20.41'



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CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: BMW	CHECKED BY: RTS	JOB NO. 17137	SCALE 1"=200'	SHEET 4
DATE: 8/2020	DATE: 8/2020			OF 4

LEGEND

L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
R/W RIGHT-OF-WAY
PB PLAT BOOK
PG(S) PAGE(S)
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
PRC POINT OF REVERSE CURVATURE
PT POINT OF TANGENCY
NT NON-TANGENT
ORB OFFICIAL RECORDS BOOK
SECTION 30-24-31 SECTION, TOWNSHIP, RANGE