



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 18 2014 KHBS

REAL ESTATE MANAGEMENT ITEM

**DATE:** November 14, 2014

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *DT*  
Administrative Service Department

**FROM:** Virginia G. Williams, Senior Title Examiner *VGW*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Acting Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF RESOLUTION AND NON-EXCLUSIVE UTILITY EASEMENT FROM ORANGE COUNTY TO FLORIDA EMERGENCY MEDICINE FOUNDATION, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Florida Emergency Medicine Foundation  
(Fire Station #72 – 3705 S. Conway Road)  
  
District 3

**PURPOSE:** To provide for access, construction, operation, and maintenance of new utility improvements in connection with development.

**ITEMS:** Resolution  
  
Non-Exclusive Utility Easement  
Revenue: None  
Size: 400 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Fire Rescue Department  
Utilities Department  
Risk Management Division

**REMARKS:** The Florida Emergency Medicine Foundation, Inc. (FEMF), a not for profit organization, is developing the site adjacent to Fire Station #72 as an Emergency Medicine Learning Center. FEMF is dedicated to promoting public health through the advancement of emergency medicine, disaster management and pre-hospital emergency care benefiting the citizens of Orange County. FEMF has requested the County to grant a utility easement to allow for a connection to the existing force main on County property.

Grantee to pay all recording fees.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 18 2014 KH/BS

# RESOLUTION

*of the*  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**  
*regarding*  
**AUTHORIZATION TO CONVEY EASEMENT  
OVER COUNTY PROPERTY TO  
FLORIDA EMERGENCY MEDICINE FOUNDATION, INC.**

Resolution No. 2014- M-70

**WHEREAS**, Orange County, a political subdivision of the State of Florida, pursuant to its home rule power and section 125.38, Florida Statutes (2014), has the authority to determine that certain County property is not needed for County purposes and to convey said property, for nominal price or otherwise, to the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of Florida, or any corporation or non-profit entity organized for the purpose of promoting community interest and welfare; and

**WHEREAS**, the County owns certain real property located at 3705 South Conway Road in unincorporated Orange County, Florida, more particularly described herein, on which the County currently operates Orange County Fire Station #72 ("the Property"); and

**WHEREAS**, Florida Emergency Medicine Foundation, Inc. ("FEMF") is a Florida not-for-profit corporation dedicated to promoting public health through the advancement of Emergency Medicine, Disaster Management and Pre-Hospital Emergency Care through the provision of educational and research programs; and

**WHEREAS**, FEMF is currently redeveloping its property located immediately adjacent to the Property and has requested that Orange County convey a perpetual, non-exclusive utility easement over a certain portion of the Property ("Easement Area") in order to construct a sanitary sewer line and to connect to the County's sanitary forcemain located within the Conway Road right-of-way; and

**WHEREAS**, because the Easement Area is not needed for County purposes and because conveying an easement over the Easement Area for a stated limited purpose will not be an impediment to the operation of Orange County Fire Station #72, the County desires to convey the easement interest to FEMF; and

**WHEREAS**, the County has determined that conveyance of the easement to FEMF is in the interest of the public; and

**WHEREAS**, as a not-for-profit corporation, FEMF is qualified to receive an interest in surplus County property pursuant to section 125.38, Florida Statutes.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

1. The Orange County Board of County Commissioners ("Board") hereby determines that the Easement Area is not needed for County purposes; that conveying an easement over the Easement Area will not be an impediment to the operation of Orange County Fire Station #72; and that it is in the best interest of Orange County that it convey an easement interest over the Easement Area to Florida Emergency Medicine Foundation, Inc., a Florida not-for-profit corporation.

2. The Board hereby directs that a perpetual, non-exclusive easement be conveyed to Florida Emergency Medicine Foundation, Inc., for the consideration of TEN DOLLARS, over the real property depicted and legally described in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference. The easement shall be for the limited purpose of constructing a sanitary sewer line and connecting to the sanitary forcemain owned and operated by Orange County. The County Mayor shall execute and deliver to Florida Emergency Medicine Foundation, Inc. a Non-Exclusive Utility Easement.

3. This Resolution shall become effective upon its adoption by the Board.

**ADOPTED** this \_\_\_ day of NOV 18 2014, 2014.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyra*  
fol Deputy Clerk

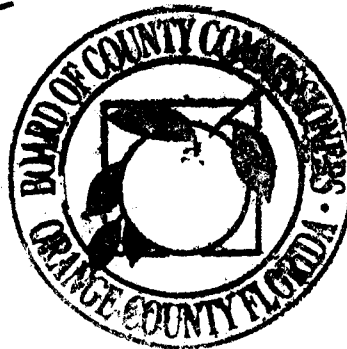


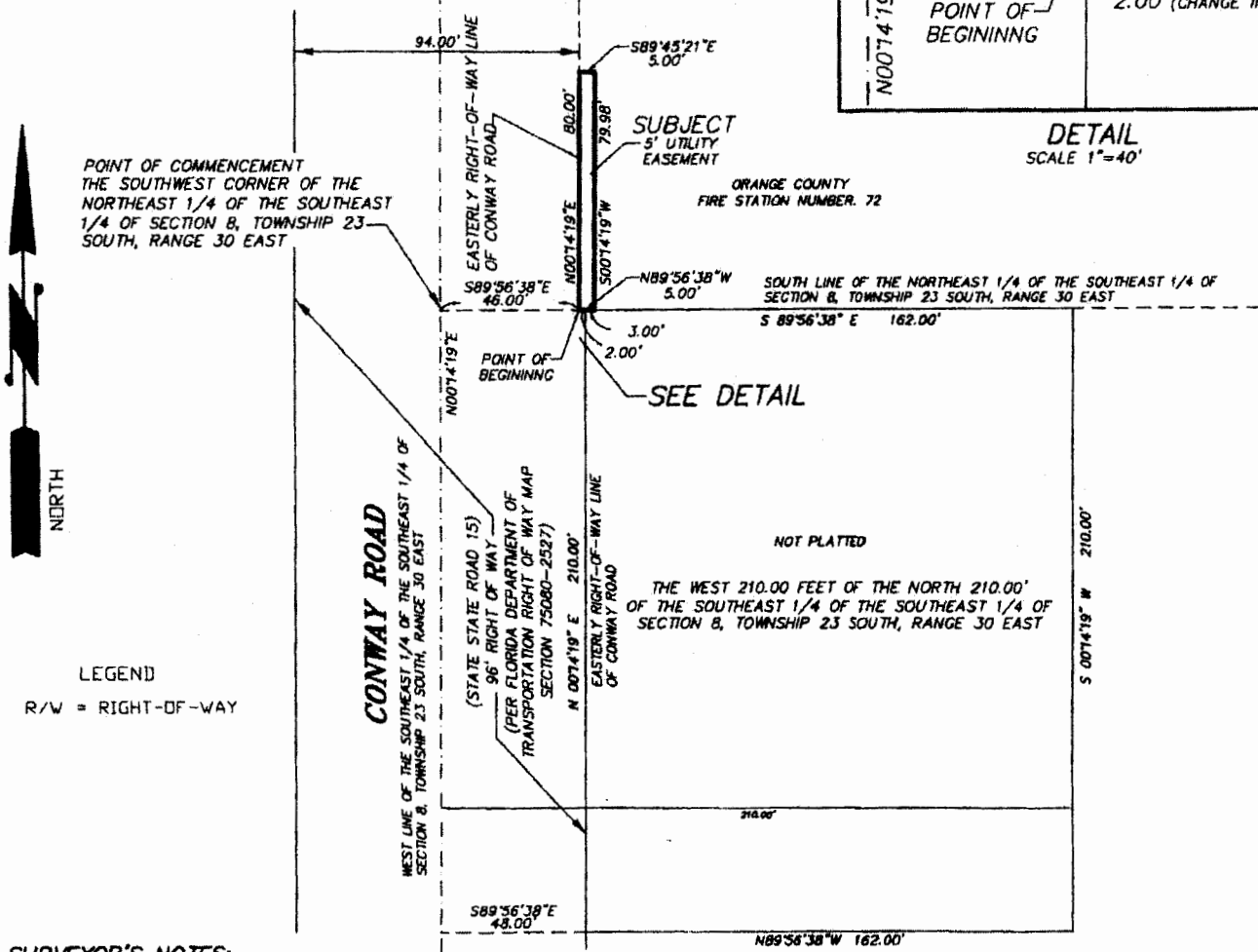
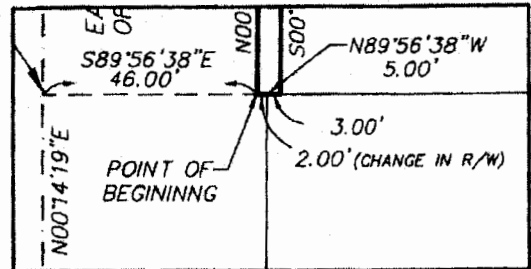
Exhibit "A"

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8, THENCE S89°56'38"E ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, A DISTANCE OF 46.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CONWAY ROAD PER FLORIDA STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 75080-2527 AND THE POINT OF BEGINNING: THENCE N00°14'19"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID CONWAY ROAD, A DISTANCE OF 80.00 FEET; THENCE LEAVING SAID EASTERLY LINE RUN S89°45'21"E, A DISTANCE OF 5.00 FEET; THENCE S00°14'19"W, ALONG A LINE BEING 5.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF CONWAY ROAD A DISTANCE OF 79.98 FEET TO A POINT ON THE SOUTH LINE OF THE N.E. ONE-QUARTER OF THE S.E. ONE-QUARTER OF THE AFORESAID SECTION 8; THENCE N89°56'38"W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 400 SQUARE FEET, MORE OR LESS.

SKETCH OF DESCRIPTION  
5' UTILITY EASEMENT

THIS AREA RESERVED FOR RECORDING INFORMATION



LEGEND  
R/W = RIGHT-OF-WAY

SURVEYOR'S NOTES:

1. Bearings are based on: West line of the S.E. 1/4 of the S.E. 1/4 of Section 8, Township 23 South, Range 30 East AS BEING N00°14'19"E.

CERTIFICATION:

I hereby certify that the sketch represented on this map was made under my direction on the date shown based on the information furnished to me as noted and conforms to the STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA in accordance with Chapter 17, Florida Administrative Code.

<p>SKETCH OF DESCRIPTION THIS IS NOT A BOUNDARY SURVEY</p> <p>PREPARED FOR:</p> <p>FLORIDA CHAPTER OF AMERICAN COLLEGE OF EMERGENCY PHYSICIANS, INC</p> <p>M. PAUL GENERAL CONTRACTORS, LLC</p>	<p>Date of Field Survey</p> <p>NA</p>	<p>Revised COMMENTS</p> <p>10-21-14</p>	<p>Drawn by:</p> <p>BBB</p>	<p>"Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper"</p> <p><b>LAND TECH</b></p> <p>SURVEYING &amp; MAPPING CORP.</p> <p>950 S. Central Ave., Delyda, FL 32765</p> <p>P.O. Box 621892, Oviedo, FL 32762</p> <p>Voice (407) 365-1036</p> <p>Fax (407) 365-1838</p> <p>Licensed Business No. 5777</p>
	<p>Job No:</p> <p>11055.6</p>	<p>Scale:</p> <p>1" = 60'</p>	<p>Checked by:</p> <p>PRB</p>	
<p>P.R. (Rick) Burns</p> <p>Professional Surveyor &amp; Mapper</p> <p>Florida Registration No. 4702</p>				

11055.6

**APPROVED**  
**BY ORANGE COUNTY BOARD**  
**OF COUNTY COMMISSIONERS**  
**NOV 18 2014 KH/BS**

This instrument prepared by:  
Orange County Attorney's Office  
P. O. Box 1393  
Orlando, FL 32802-1393

Project: Florida Emergency Medicine Foundation  
(Fire Station #72 - 3705 S. Conway Road)

### **NON-EXCLUSIVE UTILITY EASEMENT**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and FLORIDA EMERGENCY MEDICINE FOUNDATION, INC., a Florida not-for-profit corporation, whose address for purposes of this instrument is 3717 South Conway Road, Orlando, Florida 32812, GRANTEE.

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable considerations, to it in hand paid by the GRANTEE, 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 sanitary sewer line and any appurtenances thereto ("the Facilities"), and connection to the public sanitary forcemain owned and operated by GRANTOR, 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 situated in Orange County, Florida aforesaid, to-wit:

#### **SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of**  
**08-23-30-0000-00-048**

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 operation of the County Fire Station is not 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 operation of the County Fire Station. 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.

GRANTEE shall be solely responsible for the construction, maintenance and repair of the Facilities, which shall be at GRANTEE'S sole expense.

GRANTEE 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 this area.

GRANTEE, its successors and assign, shall not build, construct, or create, nor permit others to build,

construct, or create any buildings or other structures within the easement area that interfere with the normal operation or maintenance of the Facilities.

GRANTEE accepts the Easement Area "as is" and with all faults. GRANTEE agrees that it assumes all risk for any damage or injury to any of its Facilities in the Easement Area, howsoever caused.

GRANTEE shall exercise all rights, privileges, and obligations hereunder at its own risk and expense. Throughout the term of this easement, GRANTEE shall provide and maintain, and shall require its contractors (if any) to provide and maintain, such general liability, automobile liability, and workers' compensation insurance or self-insurance as required as may be necessary to protect GRANTEE and GRANTOR from losses which may arise out of or be related in any way to this Easement. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by GRANTOR. Upon request of GRANTOR, GRANTEE shall promptly furnish evidence of such insurance or self-insurance to GRANTOR. Grantor shall be listed as an additional insured on all general liability policies or programs of self-insurance.

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.

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, and landscaping, if such damage is incident to GRANTEE'S use of the easement area.

GRANTOR shall have the right, but not the obligation, to cure any failure by the GRANTEE to maintain and repair the Facilities, or to fulfill any other responsibility of GRANTEE required by this Easement. Prior to taking any action to cure, GRANTOR shall provide GRANTEE with written notice of such failure and GRANTEE shall have 15 days to cure. GRANTEE shall reimburse GRANTOR for any costs incurred by GRANTOR pursuant this paragraph.

GRANTEE shall defend, indemnify, and hold harmless GRANTOR, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, fines, costs and expenses (including attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this Easement to the extent arising out of or to the extent caused by any act or omission of GRANTEE, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "GRANTEE's Permittees"), including without limitation, all liability, actions and causes of action of any kind and nature arising or growing out of or in any way related to: (i) the use and enjoyment by GRANTEE, or GRANTEE's Permittees, of the Easement Area; (ii) all liens and other charges asserted against the Easement Area for any purpose whatsoever to the extent arising as a result of the acts or omissions of GRANTEE, or GRANTEE's Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent related to the use or control of the Easement Area by GRANTEE or GRANTEE's Permittees; (iv) GRANTEE's or GRANTEE's Permittees' failure to properly construct and maintain the Facilities; and (v) GRANTEE's or GRANTEE's Permittees' construction activities upon, over or under the Easement Area. The terms of this indemnification shall survive any termination of this easement.

GRANTEE expressly acknowledges and agrees that no hazardous wastes, substances and/or materials which are regulated by Federal, State or Local laws ("Hazardous Materials") are to be intentionally or unintentionally disposed of or discharged into the sanitary line. GRANTEE shall immediately notify GRANTOR in writing if GRANTEE becomes aware that a discharge of Hazardous Materials occurs, and to the extent such discharge is attributable to GRANTEE's exercise of its rights under this easement, GRANTEE shall be liable for all necessary remedial actions to fully mitigate the discharge of Hazardous Materials as

required by any agency with jurisdiction. GRANTEE and shall indemnify and hold harmless GRANTOR from any and all claims, actions and damages resulting from a discharge of Hazardous Materials by GRANTEE.

Nothing contained herein shall constitute a waiver of GRANTOR'S sovereign immunity or the provisions of section 768.28, Florida Statutes, as may be amended. The foregoing provisions shall not constitute an agreement by either party to assume liability for the acts, omissions and/or negligence of the other party. The terms of this paragraph shall survive termination of this easement.

This easement is granted subject to all matters of record and without warranty as to the property's suitability for use as an 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 said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



ORANGE COUNTY, FLORIDA

By Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: *11.18.14*

ATTEST: Martha O. Haynie, County  
Comptroller, Clerk to the Board

BY: *Craig A. Stopyra*  
*for* Deputy Clerk  
Craig A. Stopyra  
Printed Name



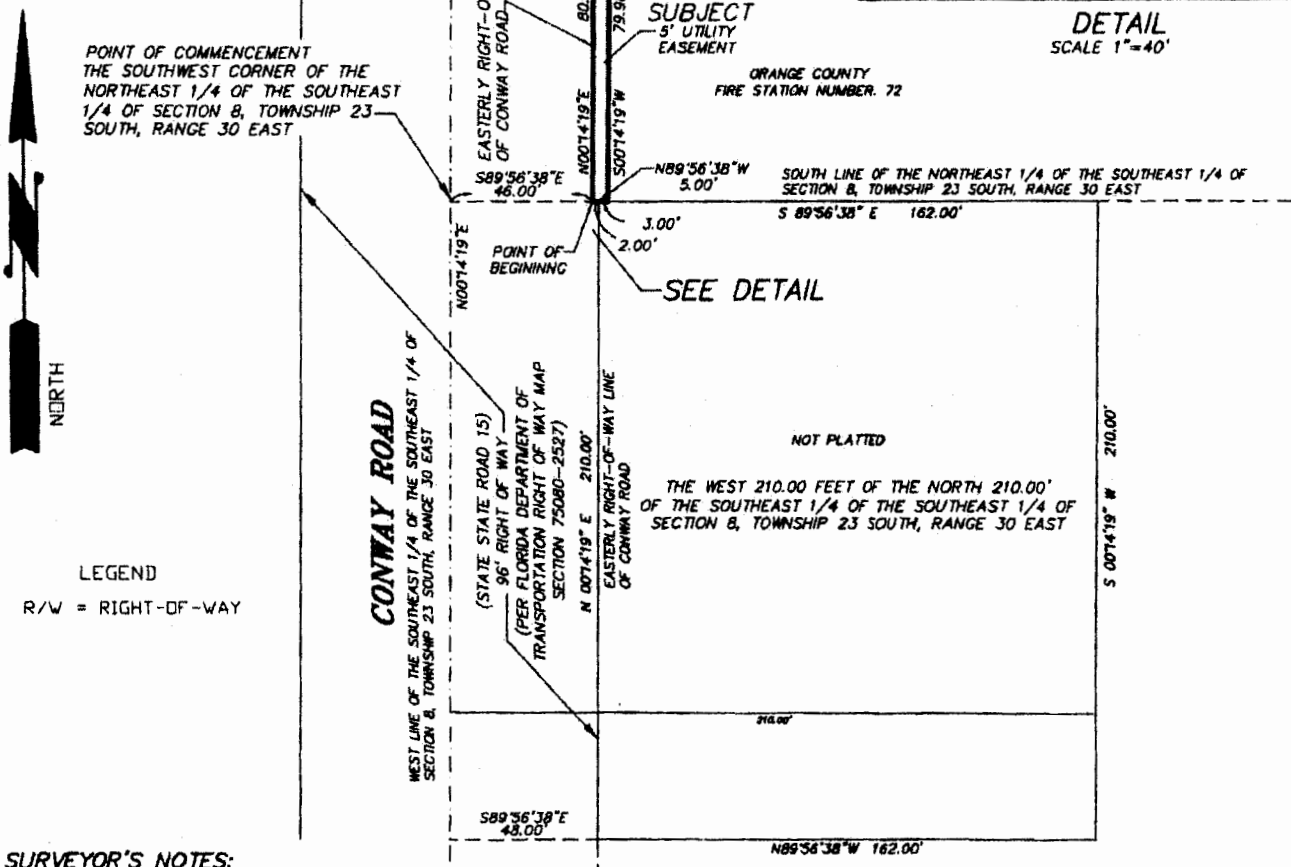
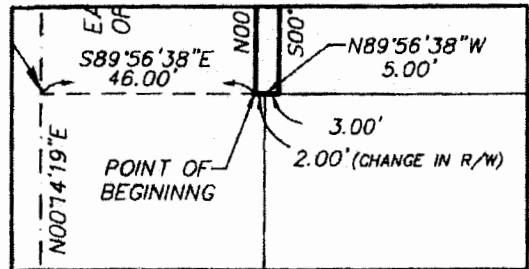
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<p>SKETCH OF DESCRIPTION THIS IS NOT A BOUNDARY SURVEY</p> <p>PREPARED FOR: FLORIDA CHAPTER OF AMERICAN COLLEGE OF EMERGENCY PHYSICIANS, INC M. PAUL GENERAL CONTRACTORS, LLC</p>	Date of Field Survey NA	Revised COMMENTS 10-21-14	Drawn by JLB	<p>*Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper*</p> <p><b>LAND TECH</b> SURVEYING &amp; MAPPING CORP. 950 S. Central Ave., Ovidio, Fl. 32765 P.O. Box 621892, Ovidio, Fl. 32762 Voice (407) 365-1036 Fax (407) 365-1838 Licensed Business No. 5777</p>
	Job No. 11055.6	Scale: 1" = 60'	Checked by PRB	
<p><i>[Signature]</i> <b>P.R. (Rick) Burns</b> Professional Surveyor &amp; Mapper Florida Registration No. 4702</p>				

110556