



Interoffice Memorandum

BCC Mtg. Date: Mar. 1, 2016

REAL ESTATE MANAGEMENT ITEM 3

DATE: February 9, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division

FROM: Kim Heim, Title Examiner *KH*
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

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

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: Clay Springs ES OCU Permit: 14-E-067 / OCU File No. 79005

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: 500 square feet

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

REMARKS:

This Utility Easement provides the County the right to construct a fire line master meter, irrigation meter and any appurtenances thereto, at the Clay Springs Elementary School.

The County is executing the easement to show acceptance of the terms and conditions.

The School Board to pay 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.

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

Project: Clay Springs ES
OCU Permit: 14-E-067 / OCU File No. 79005

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.

UTILITY EASEMENT

THIS INDENTURE, made this 8th day of December, 2015, 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 utility easement for the limited purpose of constructing a fire line master meter, irrigation meter and any appurtenances thereto (collectively, "Facilities"), with full authority to enter upon, construct 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 ("Easement Area"):

SEE ATTACHED EXHIBIT "A"

Orange County Property Appraiser's Parcel Identification Number:

a portion of Parcel ID No.: 01-21-28-6900-00-860

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.

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.

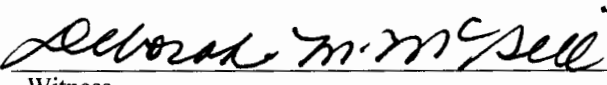
[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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



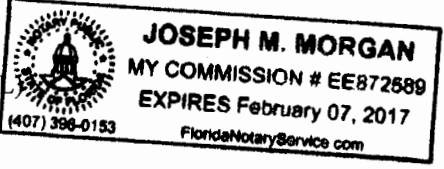
Witness
Deborah M. McGill
Print or Type Name of First Witness

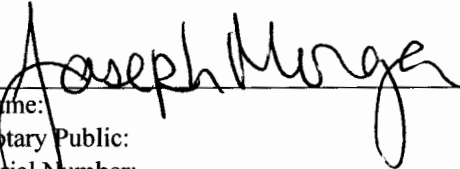
Witness

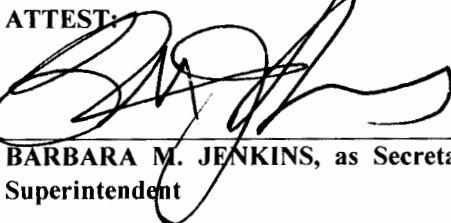
Print or Type Name of Second Witness
*(Names must be typed on or printed under each signature)

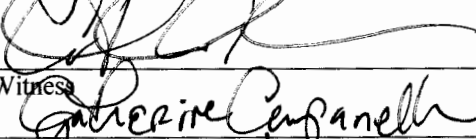
STATE OF FLORIDA
COUNTY OF ORANGE

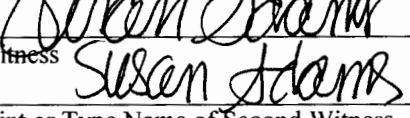
The foregoing Easement was acknowledged before me this 8 day of December, 2015, by William E. Sublette, as Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a Florida Corporation, on behalf of the Corporation who is personally known to me or who have produced _____ as identification.

(SEAL) 


Name: Joseph Morgan
Notary Public:
Serial Number:
My Commission Expires:

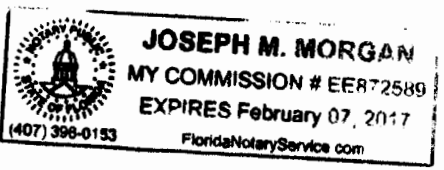
ATTEST:

BARBARA M. JENKINS, as Secretary and Superintendent

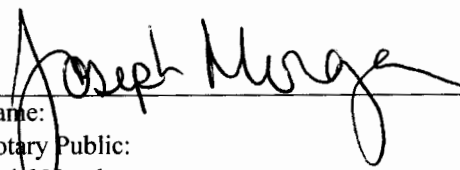

Witness
Catherine Casanelli
Print or Type Name of First Witness


Witness
Susan Adams
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 8 day of December, 2015, by Barbara M. Jenkins, as Secretary and 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) 


Name: Joseph Morgan
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, Esquire
Date: November 24, 2015

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris, Chief Facilities Officer
Date: 12/21, 2015

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

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name

**DESCRIPTION
SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH**

THIS IS NOT A SURVEY.

CLAY SPRINGS ELEMENTARY SCHOOL

A PORTION OF LOT 89, LESS THE WEST 28.00 FEET FOR RIGHT-OF-WAY, PIEDMONT ESTATES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "R", PAGE 45 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMMENCING AT THE NORTHWEST CORNER OF LOT 89 AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WEKIVA SPRINGS ROAD; THENCE RUN S 00°51'05" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WEKIVA SPRINGS ROAD, A DISTANCE OF 88.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°51'05" W, A DISTANCE OF 25.00 FEET; THENCE RUN S 89°08'55" E PERPENDICULAR TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WEKIVA SPRINGS ROAD, A DISTANCE OF 20.00 FEET; THENCE RUN N 00°51'05" E PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET; THENCE RUN N 89°08'55" W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 500 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

NAVIGATO SURVEYING, INC.

10125 NONA STREET
ORLANDO, FLORIDA 32825

PHONE: (321) 377-1636

FAX: (407) 208-0257

LICENSED BUSINESS NO.7795



REVISION DATE: 10-28-2015

DATE: 5-13-2015

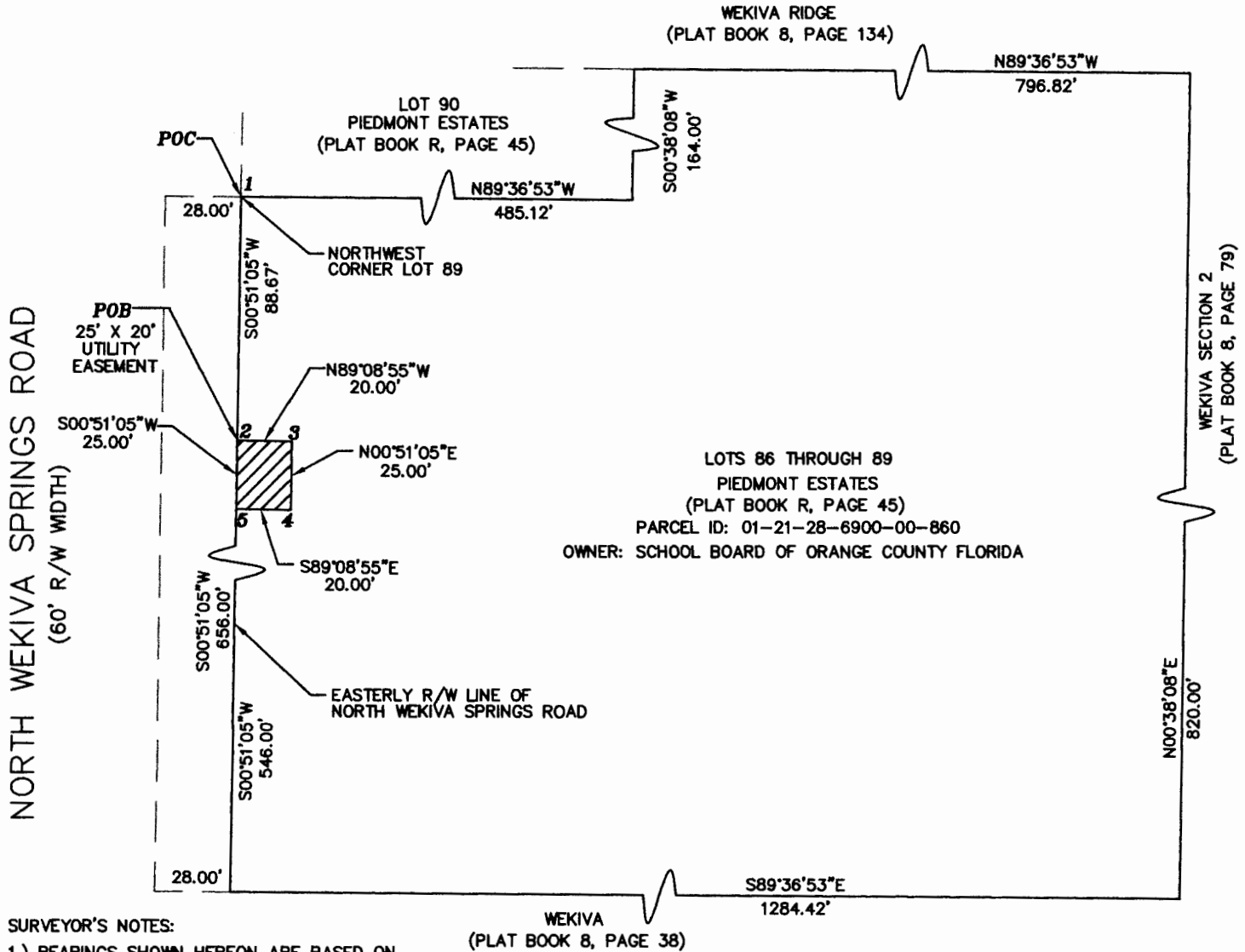
**SKETCH OF DESCRIPTION
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION**

CLAY SPRINGS ELEMENTARY SCHOOL

PARENT TRACT LEGAL DESCRIPTION:

LOTS 86 THROUGH 89, LESS THE WEST 28.00 FEET FOR RIGHT-OF-WAY AND THE EAST 796.82 FEET OF LOT 90, PIEDMONT ESTATES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "R", PAGE 45 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

N
1"=60'



SURVEYOR'S NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WEKIVA SPRINGS ROAD BEING S00°51'05"W PER PLAT.
- 2.) THIS SKETCH IS NOT A SURVEY.
- 3.) THIS IS A PERMANENT EASEMENT.

LEGEND:

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY

REVISION DATE: 10-28-2015

1.	N: 1583805.61 E: 506189.93
2.	N: 1583716.95 E: 506188.61
3.	N: 1583716.65 E: 506208.61
4.	N: 1583691.65 E: 506208.24
5.	N: 1583691.95 E: 506188.24



DATE OF SKETCH: 5-13-2015

NAVIGATO SURVEYING, INC.

10125 NONA STREET
ORLANDO, FLORIDA 32825
PHONE: (321) 377-1636
FAX: (407) 208-0257
LICENSED BUSINESS NO. 7795

Donald A. Navigato
DONALD A. NAVIGATO, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6116