



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: Jun. 14, 2016

REAL ESTATE MANAGEMENT ITEM 6

DATE: May 26, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Jeffrey L. Sponenburg, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

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

ACTION REQUESTED: APPROVAL OF RECLAIMED WATER EASEMENT BETWEEN THE DR. P. PHILLIPS FOUNDATION AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Dr. Phillips YMCA Renovation OCU Permit: B14900085
OCU File#: 76225

District 1

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

ITEM: Reclaimed Water Easement
Cost: Donation
Size: 450 square feet

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

REMARKS:

The easement contains the following special conditions: If the Grantor's future orderly development of the buildings and structures to be constructed on the Grantor's property are in conflict with the facilities, the Grantee shall, within sixty (60) days after receipt of written request from the Grantor, relocate the facilities to another mutually agreed upon area on the Grantor's property, provided that prior to the relocation of the facilities, (a) the Grantor shall pay to the Grantee the full expected cost of the relocation as estimated by the Grantee, and (b) the Grantor shall execute and deliver to the Grantee at no cost, an acceptable and recordable easement to cover the relocated facilities and equipment which shall automatically terminate and release this easement without the further consent of the Grantee.

The County agrees to indemnify the Grantor within the limits provided in Section 768.28, Florida Statutes and without waiving sovereign immunity.

Grantor 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
JUN 14 2016

THIS IS A DONATION

Project: Dr. Phillips YMCA Renovation OCU Permit: B14900085 OCU File#: 76225

RECLAIMED WATER EASEMENT

THIS INDENTURE, made this 21st day of April, A.D. 2016, between The Dr. P. Phillips Foundation, a Florida not-for-profit corporation, having its principal place of business in the county of Orange, whose address is 7400 Dr. Phillips Blvd., Orlando, Florida 32819, GRANTOR, and Orange County, 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 non-exclusive right-of-way and easement for the purpose of transmitting reclaimed water, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, reclaimed water lines and associated equipment over, under and above the following described lands situate in Orange County aforesaid, to-wit ("Easement Area"):

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

27-23-28-0000-00-025

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever, subject to the terms and conditions set forth hereinbelow.

THE 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 utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the 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 on the Easement Area that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the Easement Area or modify the size of existing pipelines or other

improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors or assigns provided that GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

This easement is non-exclusive. The GRANTOR reserves the right to grant other easements over, under, upon, and through the Easement Area, but will not allow such other easements to interfere with the easement granted to the GRANTEE herein.

By acceptance and use of the easements and rights granted hereby, the GRANTEE covenants and agrees to repair any damage to the land or improvements of the GRANTOR if such damage is incident to GRANTEE'S use of the Easement Area. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

If the GRANTOR'S future orderly development of the buildings and structures to be constructed on the GRANTOR'S property are in conflict with the facilities, the GRANTEE shall, within sixty (60) days after receipt of written request from the GRANTOR, relocate the facilities to another mutually agreed upon area on the GRANTOR'S property, provided that prior to the relocation of the facilities, (a) the GRANTOR shall pay to the GRANTEE the full expected cost of the relocation as estimated by the GRANTEE, and (b) the GRANTOR shall execute and deliver to the GRANTEE at no cost, an acceptable and recordable easement to cover the relocated facilities and equipment which shall automatically terminate and release this easement without the further consent of the GRANTEE.

GRANTEE agrees to defend, indemnify and hold harmless the GRANTOR, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the GRANTEE'S negligent use of the Easement Area. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

SIGNATURE PAGE AND EXHIBIT "A" FOLLOW

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

LuAnn McCollum
Printed Name

[Signature]
Witness

Troy W. Finnegan
Printed Name

(Signature of **TWO** witnesses required by Florida law)

STATE OF FLORIDA

COUNTY OF ORANGE

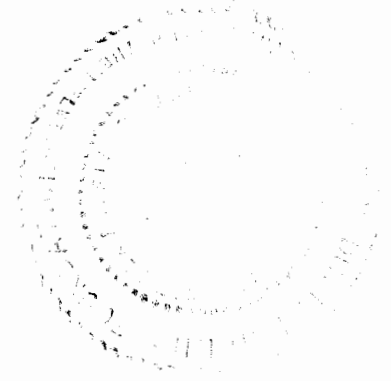
The foregoing instrument was acknowledged before me this 21st day of April, 2016 by H. L. Burnett, as Executive Vice President of The Dr. P. Phillips Foundation, a Florida not-for-profit corporation, on behalf of the not-for-profit corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)



The Dr. P. Phillips Foundation,
a Florida not-for-profit corporation

BY: [Signature]
H. L. Burnett, Executive Vice President



[Signature]

Notary Signature

Troy W Finnegan
Printed Notary Name

This instrument prepared by:
Jeffrey Sponenburg, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Notary Public in and for
the county and state aforesaid.

My commission expires: July 6, 2016

SKETCH AND DESCRIPTION

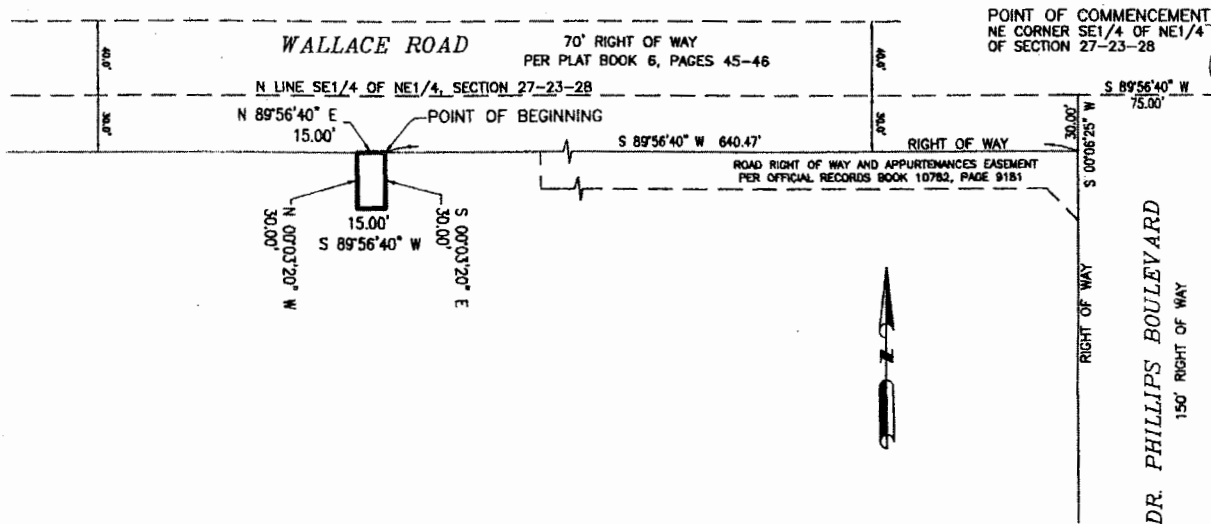
EXHIBIT A

DESCRIPTION: (RECLAIMED WATER SERVICE EASEMENT)

A portion of the SE 1/4 of the NE 1/4 of Section 27, Township 23 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Commence at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 27, Township 23 South, Range 28 East, Orange County, Florida; thence run S 89°56'40" W 75.00 feet along the North line of said SE 1/4 of the NE 1/4 to the Northerly projection of the West right of way line of Dr. Phillips Boulevard; thence run S 00°06'25" W 30.00 feet to the South right of way line of Wallace Road; thence run S 89°56'40" W along said South right of way line, 640.47 feet to the Point of Beginning; thence S 00°03'20" E 30.00 feet; thence run S 89°56'40" W 15.00 feet; thence run N 00°03'20" W 30.00 feet to aforesaid South right of way line; thence run N 89°56'40" E 15.00 feet to the Point of Beginning.

Containing 450 square feet, more or less.



SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARING SHOWN HEREON ARE BASED ON THE N LINE OF SE1/4 OF NE1/4 OF SECTION 27-23-28 AS BEING S89°56'40"W, ASSUMED.
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NAME: Dr. P. Phillips YMCA Renovation

PERMIT NUMBER: B14900085

DATE: 11-23-15	SCALE: 1" = 100'	CAL. BY: SEB	DRAWN BY: SEB	PROJECT NO. 14079E3
Date	Revisions	<p align="center">ATLANTIC SURVEYING 308 S. DILLARD STREET WINTER GARDEN, FLORIDA 34787 (407) 656-4993/FAX (407) 656-4437 LICENSED BUSINESS #8060</p>		
12-7-15	ADDED PERMIT NUMBER AND PROJECT NAME			
1-27-16	REVISED LEGAL			