



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

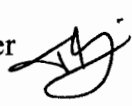
BCC Mtg. Date: July 12, 2016

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Theresa A. Avery, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 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: Bay Lake ES (Site 117-E-SW-4) Permit No. 15-E-045
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: 1,098.07 square feet

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

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

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

JUL 12 2016

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

Project: Bay Lake ES (Site 117-E-SW-4)
Permit No. 15-E-045

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 24th day of May, 2016, 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 water meter, reclaimed water meter, 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 Exhibits "A" & "B"

A portion of Tax Parcel I.D. Number: 36-23-27-0000-00-003
(the "Easement Areas")

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. In the event any of the Facilities are located above-ground, GRANTEE shall have the right to build, construct or install fencing around the Facilities in the Easement Area if reasonably required to protect the safety and security of the Facilities and normal operation thereof; provided; however, the fencing shall not unreasonably interfere with GRANTOR's use of the Easement Area or the remaining property owned by GRANTOR, and the exact location and type of fencing must be previously approved by GRANTOR in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

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



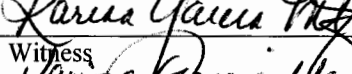
WILLIAM E. SUBLETTE, its Chairman



Witness

Colina Campanella

Print or Type Name of First Witness
Karina Garcia Martinez



Witness

Karina Garcia Martinez


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 24th day of May, 2016, 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.



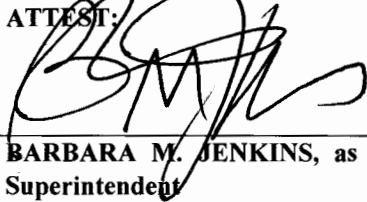


Name: Margarita Rivera


Notary Public:

Serial Number:

My Commission Expires:

ATTEST:


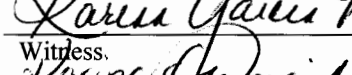
BARBARA M. JENKINS, as Secretary and Superintendent



Witness

Colina Campanella

Print or Type Name of First Witness
Karina Garcia Martinez



Witness

Karina Garcia Martinez

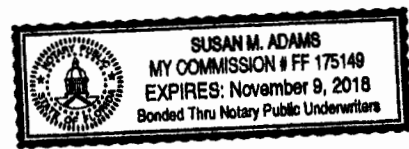
Print or Type Name of Second Witness

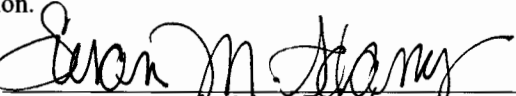
*(Names must be typed on or printed under each signature)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement was acknowledged before me this 24th day of May, 2016, 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: Susan Adams

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: April 28, 2016

Reviewed and approved by Orange County Public Schools Chief Facilities Officer

By: John T. Morris, Chief Facilities Officer
Date: 5/5, 2016



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

By: Teresa Jacobs, Orange County Mayor
Date: 7.12.16

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

By: Katie Smith
Deputy Clerk
Katie Smith
Printed Name

LEGAL DESCRIPTION

BCCO Building Permit No.: BDPN-150623-1357
 Project Name: SITE 117-E-SW-4
 Permanent Utility Easement 1- Domestic Water Meter
 OCU Permit No.: 15-E-045

A parcel of land lying in the Northeast 1/4 of Section 36, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commencing at the Southernmost corner of Lot 1, Windermere Trails Parcel 3, Recorded in Plat Book 83, Pages 125 - 128, Public Records of Orange County, Florida, thence run South 51°17'35" East along an extension of the Southwesterly line of said Lot 1 for a distance of 50.01 feet to a point on the Southeasterly right of way line of Vermillion Avenue as recorded in the the aforesaid Plat of Windermere Trails Parcel 3, being a point on a non tangent curve concave Southeasterly having a radius of 1478.50 feet, with a chord bearing of South 35°46'35" West, and a chord distance of 78.15 feet, thence run Southwesterly along the aforesaid Southeasterly right of way line and the arc of said curve through a central angle of 03°01'44" for a distance of 78.16 feet to the POINT OF BEGINNING; thence departing said Southeasterly right of way run South 54°34'21" East for a distance of 14.47 feet; thence run South 35°25'39" West for a distance of 40.50 feet; thence run North 54°34'21" West for a distance of 14.01 feet to a point on the aforesaid Southeasterly right of way line of Vermillion Avenue and a point on a non tangent curve concave Northwesterly having a radius of 1271.50 feet, with a chord bearing of North 34°51'49" East, and a chord distance of 35.43 feet, thence run Northeasterly along said Southeasterly right of way line and the arc of said curve through a central angle of 01°35'47" for a distance of 35.43 feet to a point of reverse curvature of a curve concave Southeasterly having a radius of 1478.50 feet, with a chord bearing of North 34°09'49" East, and a chord distance of 5.07 feet, thence run Northeasterly along said Southeasterly right of way line and the arc of said curve through a central angle of 00°11'48" for a distance of 5.07 feet to the POINT OF BEGINNING.

Containing 573 square feet, 0.01 acres more or less

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET
 Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY LINE OF LOT 1 AS BEING SOUTH 51°17'35" EAST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

JOB NO. 20140404
 DATE: 11/05/2015
 SCALE: 1" = 40'

CALCULATED BY: DY
 DRAWN BY: DY
 CHECKED BY: EGT

REVISIONS

| DATE | COUNTY COMMENTS |
|---------|------------------------------|
| 2/1/16 | COUNTY COMMENTS |
| 2/22/16 | ADDITIONAL COUNTY COMMENTS |
| 3/10/16 | ADDITIONAL COUNTY COMMENTS |
| 4/6/16 | LOCATION ADJUSTED TO ASBUILT |

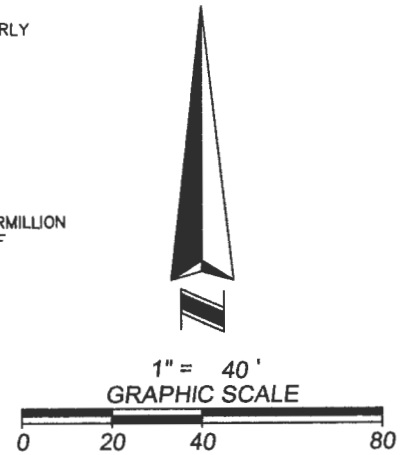
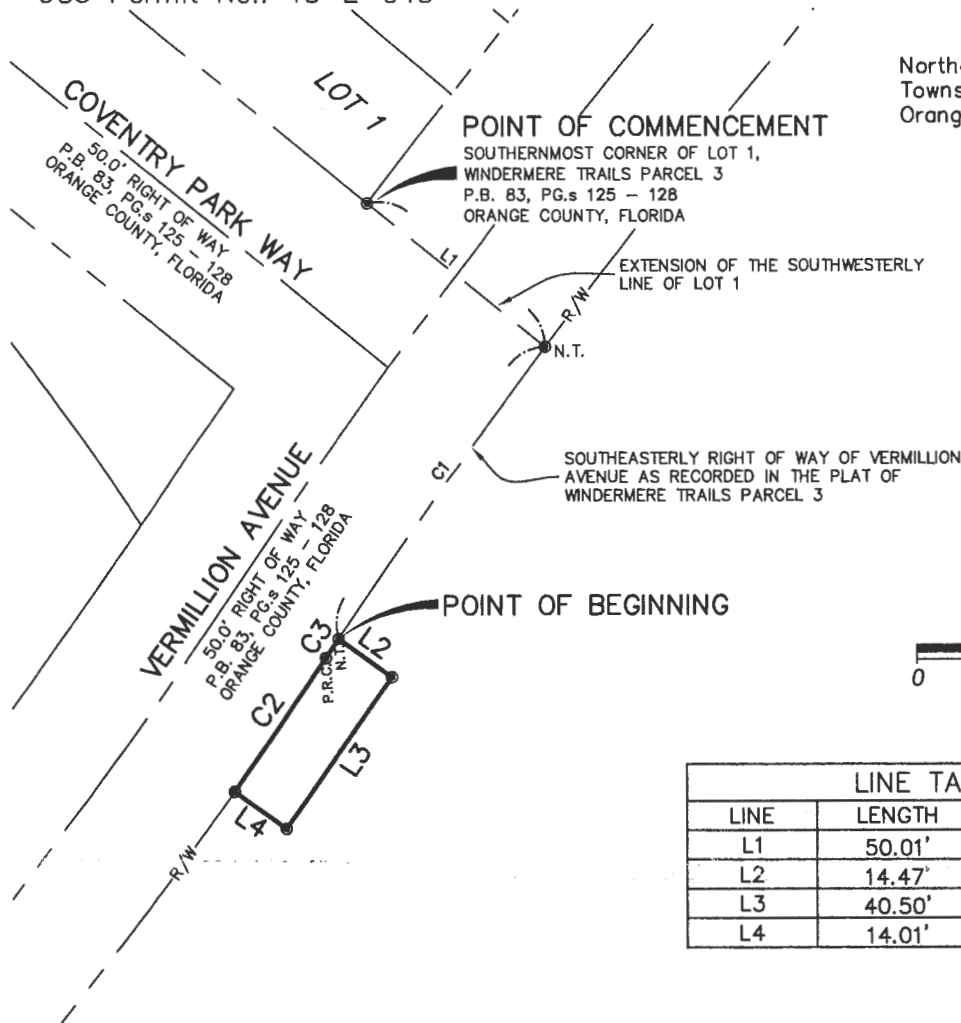
FOR THE LICENSED BUSINESS #6723 BY

JAMES L. RICHMAN, P.S.M. #5833

SKETCH OF DESCRIPTION

BCCO Building Permit No.: BDPN-150623-1357
 Project Name: SITE 117-E-SW-4
 Permanent Utility Easement 1- Domestic Water Meter
 OCU Permit No.: 15-E-045

Northeast 1/4 of Section 36,
 Township 23 South, Range 27 East,
 Orange County, Florida.



| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 50.01' | S51°17'35"E |
| L2 | 14.47' | S54°34'21"E |
| L3 | 40.50' | S35°25'39"W |
| L4 | 14.01' | N54°34'21"W |

| CURVE TABLE | | | | | |
|-------------|---------|--------|-------|-------------|----------|
| CURVE | RADIUS | LENGTH | CHORD | BEARING | DELTA |
| C1 | 1478.50 | 78.16 | 78.15 | S35°46'35"W | 3°01'44" |
| C2 | 1271.50 | 35.43 | 35.43 | N34°51'49"E | 1°35'47" |
| C3 | 1478.50 | 5.07 | 5.07 | N34°09'49"E | 0°11'48" |

SHEET 2 OF 2
 SEE SHEET 1 FOR DESCRIPTION

REV. 4-6-2016

LEGEND

- N.T. Denotes non tangent
- P.R.C. Denotes point of reverse curve
- R/W Denotes right of way
- P.B. Denotes Plat Book
- PG.s Denotes Pages
- L1 Denotes reference to line table chart
- C1 Denotes reference to curve table chart



16 EAST PLANT STREET
 Winter Garden, Florida 34787 * (407) 654-5355

JOB NO. 20140404
 DATE: 11/05/2015
 SCALE: 1" = 40'
 DRAWN BY: DY

| REVISIONS | |
|-----------|------------------------------|
| 2/1/16 | COUNTY COMMENTS |
| 2/22/16 | ADDITIONAL COUNTY COMMENTS |
| 3/10/16 | ADDITIONAL COUNTY COMMENTS |
| 4/6/16 | LOCATION ADJUSTED TO ASBUILT |

FOR THE LICENSED BUSINESS #6723 BY:

 JAMES L. RICKMAN, P.S.M. #5633

LEGAL DESCRIPTION

BCCO Building Permit No.: BDPN-150623-1357
 Project Name: SITE 117-E-SW-4
 Permanent Utility Easement 2- Reclaimed Water Meter
 OCU Permit No.: 15-E-045

A parcel of land lying in the Southeast 1/4 of Section 36, Township 23 South, Range 27 East, Orange County, Florida.

Commencing at the Northernmost corner of Lot 93, Windermere Trails Phase 1C, Plat Book 80, Pages 15 - 19, Public Records of Orange County, Florida run North 37°59'11" West along the extension of the Northeasterly line of said Lot 93 for a distance of 50.00 feet to a point on the Northwesterly right of way of Silverlake Park Drive as recorded in Plat Book 76, Pages 76 - 89, Public Records of Orange County, Florida being a point on a non tangent curve concave Northwesterly having a radius of 3500.00 feet, with a chord bearing of North 51°11'32" East, and a chord distance of 100.35 feet, thence run Northeasterly along the aforesaid Northwesterly right of way line and along the arc of said curve through a central angle of 01°38'34" for a distance of 100.36 feet to the POINT OF BEGINNING; thence run North 39°35'55" West for a distance of 35.00 feet; thence run North 50°14'06" East for a distance of 15.00 feet; thence run South 39°35'55" East for a distance of 35.00 feet to a point on the aforesaid Northwesterly right of way of Silverlake Park Drive and a point on a non tangent curve concave Northwesterly having a radius of 3500.00 feet, with a chord bearing of South 50°14'52" West, and a chord distance of 15.00 feet, thence run Southwesterly along the arc of said curve through a central angle of 00°14'44" for a distance of 15.00 to the POINT OF BEGINNING:

Containing 525.07 square feet, 0.012 acres more or less.

SHEET 1 OF 2
 SEE SHEET 2 FOR SKETCH



ALLEN COMPANY
 Professional Surveyors & Mapmakers

16 EAST PLANT STREET
 Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

- THIS IS NOT A SURVEY.
- THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY LINE OF LOT 1 AS BEING SOUTH 51°17'35" EAST (AN ASSUMED BEARING FOR ANGULAR DESIGNATION ONLY)

| | | | |
|---------------|------------|----------------------|-----|
| JOB NO. _____ | 20140404 | CALCULATED BY: _____ | DY |
| DATE: _____ | 11/05/2015 | DRAWN BY: _____ | DY |
| SCALE: _____ | 1" = 40' | CHECKED BY: _____ | EGT |

| REVISIONS | |
|-----------|----------------------------|
| 2/1/16 | COUNTY COMMENTS |
| 2/22/16 | ADDITIONAL COUNTY COMMENTS |
| 3/10/16 | ADDITIONAL COUNTY COMMENTS |
| | |
| | |

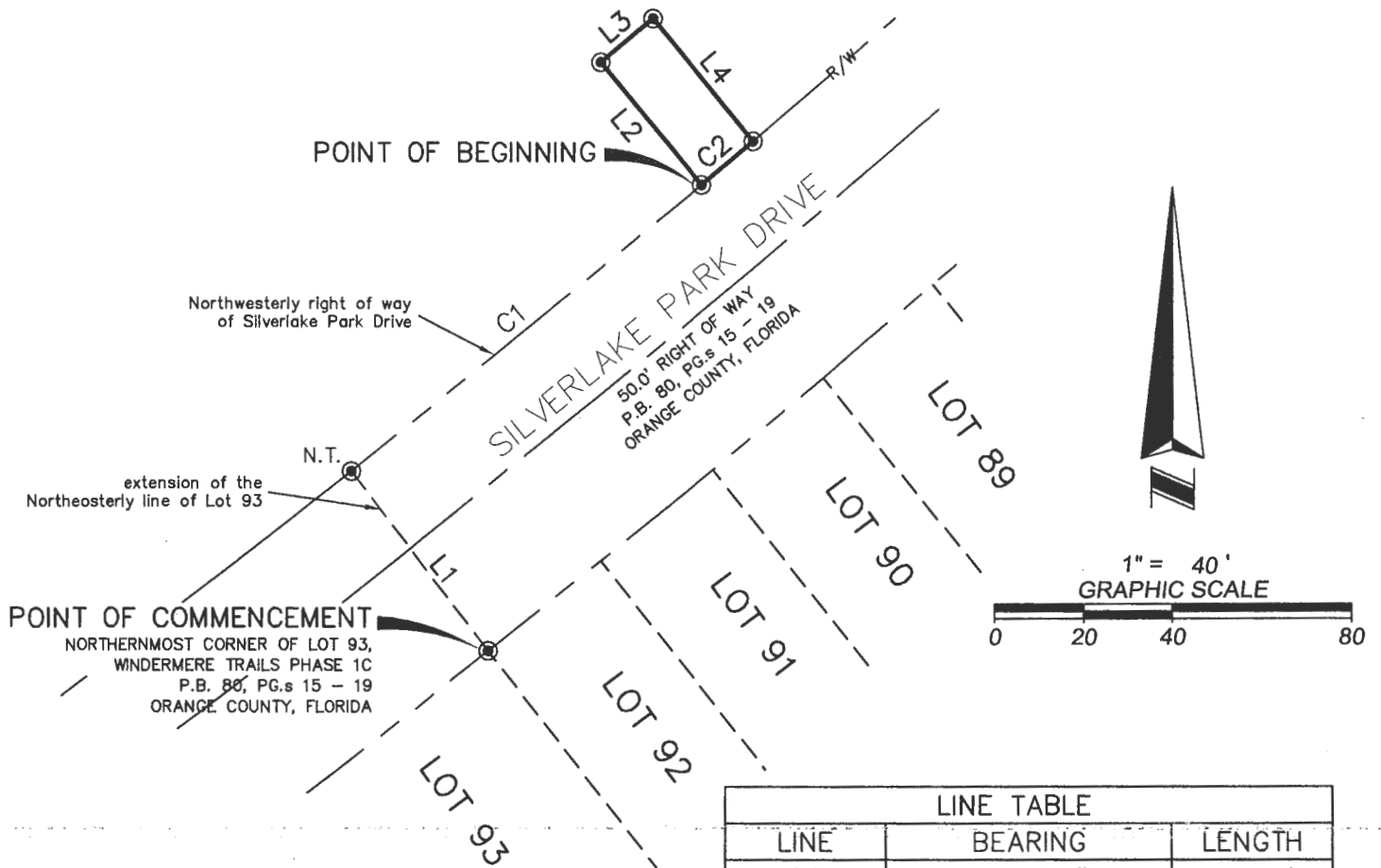
FOR THE LICENSED BUSINESS #B723 BY:

[Signature]

JAMES L. RICKMAN P.S.M. #5633

SKETCH OF DESCRIPTION

BCCO Building Permit No.: BDPN-150623-1357
 Project Name: SITE 117-E-SW-4
 Permanent Utility Easement 2- Reclaimed Water Meter
 OCU Permit No.: 15-E-045



Southeast 1/4 of Section 36,
 Township 23 South, Range 27 East,
 Orange County, Florida.

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | N37°59'11"W | 50.00' |
| L2 | N39°35'55"W | 35.00' |
| L3 | N50°14'06"E | 15.00' |
| L4 | S39°35'55"E | 35.00' |

| CURVE TABLE | | | | | |
|-------------|----------|-------------|---------|----------|---------|
| CURVE | RADIUS | BEARING | CHORD | DELTA | LENGTH |
| C1 | 3500.00' | N51°11'32"E | 100.35' | 1°38'34" | 100.36' |
| C2 | 3500.00' | S50°14'52"W | 15.00' | 0°14'44" | 15.00' |

SHEET 2 OF 2
 SEE SHEET 1 FOR DESCRIPTION

LEGEND

N.T. Denotes non tangent
 P.R.C. Denotes point of reverse curve
 R/W Denotes right of way
 P.B. Denotes Plat Book
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| SCALE: 1" = 40' | 2/22/16 | ADDITIONAL COUNTY COMMENTS |
| DRAWN BY: DY | 3/10/16 | ADDITIONAL COUNTY COMMENTS |

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, P.S.M. #5633



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