



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-205, **Version:** 1

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### Interoffice Memorandum

**DATE:** January 21, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

**FROM:** Juanita Thomas, Senior Title Examiner

**CONTACT:** Mindy T. Cummings, Manager

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Utility Easement between The School Board of Orange County, Florida and Orange County, Florida, and authorization to record instrument for Site 80-H-SW-4/19-E-071/Lake B Vista High School - OCU File 97838. District 1. **(Real Estate Management Division)**

**PROJECT:** Site 80-H-SW-4/19-E-071/Lake B Vista High School - OCU File 97838

**PURPOSE:** To provide for construction of master water meter, reclaimed water and back flow preventer meter, reclaimed water, irrigation meters, water mains, and valves along with any needed appurtenances, including installation, repair, replacement and maintenance for same.

**ITEM:**

Utility Easement

Cost: Donation

Size: 1,300 square feet

**BUDGET:** NA

**REVENUE:** NA

**FUNDS:** NA

**APPROVALS:**

Real Estate Management Division

Utilities Department

The School Board of Orange County

**REMARKS:** The Utility Easement is in connection with The School Board of Orange County's (OCPS) development of Lake B Vista High School. As a condition of their utility permit, OCPS is required to grant the County the easement. The County is executing the Utility Easement to show acceptance of the terms and conditions.

OCPS to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**FEB 11 2025**

This instrument prepared by and return to:  
Jad M. Brewer, Esq.  
Orange County Public Schools  
6501 Magic Way,  
Orlando, FL 32809

This is a Donation

Project: Site: 80-H-SW-4/19-E-071/Lake B Vista High School  
OCU File No. 97838

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 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 Master Water Meter 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 14-24-28-1242-78-001**  
(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

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.

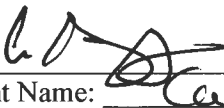
Nothing herein shall be construed as a waiver of Grantee's sovereign immunity beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this paragraph shall survive any termination of this easement.

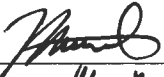
**[SIGNATURE PAGES TO FOLLOW]**

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

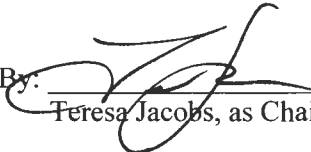
“GRANTOR”

WITNESSES:

  
Print Name: Terri Riviezzo  
445 West Amelia  
Orlando, Florida 32801

  
Print Name: Martin Gutierrez  
445 West Amelia  
Orlando, Florida 32801

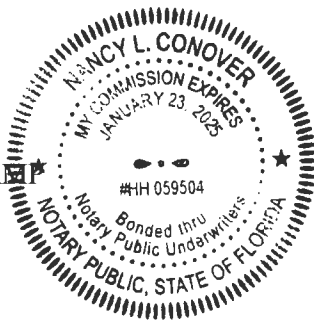
THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA, a public corporate body  
organized and existing under the constitution and  
laws of the State of Florida

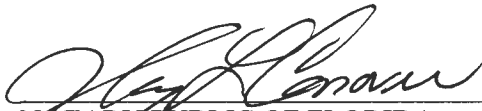
By:   
Teresa Jacobs, as Chair

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of may, 2024, 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.

AFFIX NOTARY STAMP



  
NOTARY PUBLIC OF FLORIDA  
Print Name: Nancy L. Conover  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

**"GRANTOR"**

**WITNESSES:**

C. Rivera  
Print Name: Cecilia Riviera  
445 West Amelia  
Orlando, Florida 32801

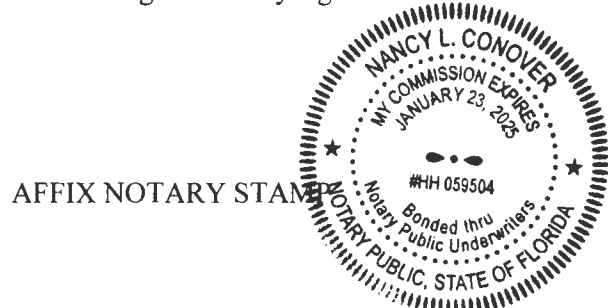
M. Antier  
Print Name: Martin Antier  
445 West Amelia  
Orlando, Florida 32801

**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: Maria F. Vazquez  
Maria F. Vazquez, Ed.D.  
as Superintendent

STATE OF FLORIDA           )  
  ) ss:  
COUNTY OF ORANGE       )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2024, by Maria F. Vazquez, 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.



Nancy L. Conover  
NOTARY PUBLIC OF FLORIDA  
Print Name: Nancy L. Conover  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

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

Rory A. Salimbene  
Rory A. Salimbene  
Chief Facilities Officer

Date: May 17, 2024

Approved as to form and legality by legal counsel  
to The School Board of Orange County, Florida,  
exclusively for its use and reliance.

Jad Brewer  
Jad Brewer  
Staff Attorney  
Date: May 13, 2024



"GRANTEE"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Brynn Brooks  
Jerry L. Demings,  
Orange County Mayor

Date: 11 February 2025

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

BY:

Jennifer Lara-Klimetz  
Deputy Clerk

Jennifer Lara-Klimetz  
Printed Name

**SKETCH OF DESCRIPTION  
UTILITY EASEMENT  
SITE 80 HIGH SCHOOL**

Exhibit A

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST  
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 80-H-SW-4 HIGH SCHOOL  
PROJECT NUMBER: 19-E-071  
DOCUMENT TITLE: UTILITY EASEMENT

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING A PORTION OF LANDS DESCRIBED IN DOCUMENT NUMBER 20160672962, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 15, THENCE WITH THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4, N00°02'05"W, A DISTANCE OF 95.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF DARYL CARTER PARKWAY (VARIABLE-WIDTH RIGHT OF WAY); THENCE WITH SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) SOUTHEASTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 666.00 FEET, A CENTRAL ANGLE OF 03°35'17" AND A CHORD BEARING AND DISTANCE OF S87°28'10"E, 41.70 FEET) FOR AN ARC DISTANCE OF 41.71 FEET TO A POINT OF NON-TANGENCY; 2) S89°15'48"E, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N00°00'00"W, A DISTANCE OF 59.02 FEET; THENCE S89°15'48"E, A DISTANCE OF 22.04 FEET; THENCE S00°00'00"E, A DISTANCE OF 59.02 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, N89°15'48"W, A DISTANCE OF 22.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1300 SQUARE FEET (0.030 ACRES) OF LAND, MORE OR LESS

THIS DOCUMENT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:



Jeffrey D Hofius

Digitally signed by Jeffrey D Hofius  
DN: cn=Jeffrey D Hofius  
o=DigitalSignatures, ou=14100000018961AB7AC4000B93B0,  
c=Florida, ou=US  
Date: 2024.11.27 11:02:44-0500

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED  
ON THE ELECTRONIC DOCUMENTS

LEADING EDGE LAND SERVICES, INC.  
8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
LICENSED BUSINESS: 6846  
JEFFREY D. HOFIUS P.S.M. NO. 6610

THE ABOVE NAMED PROFESSIONAL SURVEYOR SHALL BE RESPONSIBLE FOR THE FOLLOWING  
SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.


SHEET NUMBER  
1-3

SHEET DESCRIPTION  
UTILITY EASEMENT

REVISION: 2 SEP 2021  
CHANGED DOCUMENT TITLE AND OCU INFO  
REVISION: 5 MAY 2024  
ADDED 3RD SHEET AND DIGITAL SEAL

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISION: 27 NOV 2024  
ADDRESSED COMMENTS

 <b>LEADING EDGE LAND SERVICES INCORPORATED</b> 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846	<b>SKETCH OF DESCRIPTION</b> FOR <b>PIRTLE CONSTRUCTION COMPANY</b>	<b>DATE OF DRAWING:</b> 08 NOV 2019	
	<b>THIS IS NOT A SURVEY</b>	<b>MANAGER:</b> JDH <b>CADD:</b> JAA	
<b>PROJECT NUMBER:</b> 714-19012			
<b>FIELD BOOK NUMBER:</b> N/A			
<b>LAST FIELD WORK:</b> N/A			
<b>CREW CHIEF(S):</b> N/A			
<b>FILE:</b> 714012_LELS_ESMT.DWG			
<b>SCALE:</b> N/A <b>SHEET 1 OF 3</b>			



**SKETCH OF DESCRIPTION  
UTILITY EASEMENT  
SITE 80 HIGH SCHOOL**

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST  
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA


PROJECT NAME: SITE 80-H-SW-4 HIGH SCHOOL  
PROJECT NUMBER: 19-E-071  
DOCUMENT TITLE: UTILITY EASEMENT

**SURVEYOR'S NOTES**

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED UTILITY EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST BEARS N00°02'05"W.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

REVISION: 2 SEP 2021  
CHANGED DOCUMENT TITLE AND OCU INFO  
REVISION: 5 MAY 2024  
ADDED 3RD SHEET AND DIGITAL SEAL  
REVISION: 27 NOV 2024  
ADDRESSED COMMENTS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 3)

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b> 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p>SKETCH OF DESCRIPTION FOR PIRTLE CONSTRUCTION COMPANY</p>	DATE OF DRAWING: 08 NOV 2019	
	<p>THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREON</p> <p>THIS IS NOT A SURVEY</p>	MANAGER: JDH	CADD: JAA
		PROJECT NUMBER: 714-19012	
		FIELD BOOK NUMBER: N/A	
		LAST FIELD WORK: N/A	
		CREW CHIEF(S): N/A	
		FILE: 714012_LELS_ESMT.DWG	
		SCALE: N/A	SHEET 2 OF 3

# SKETCH OF DESCRIPTION UTILITY EASEMENT SITE 80 HIGH SCHOOL

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST  
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA

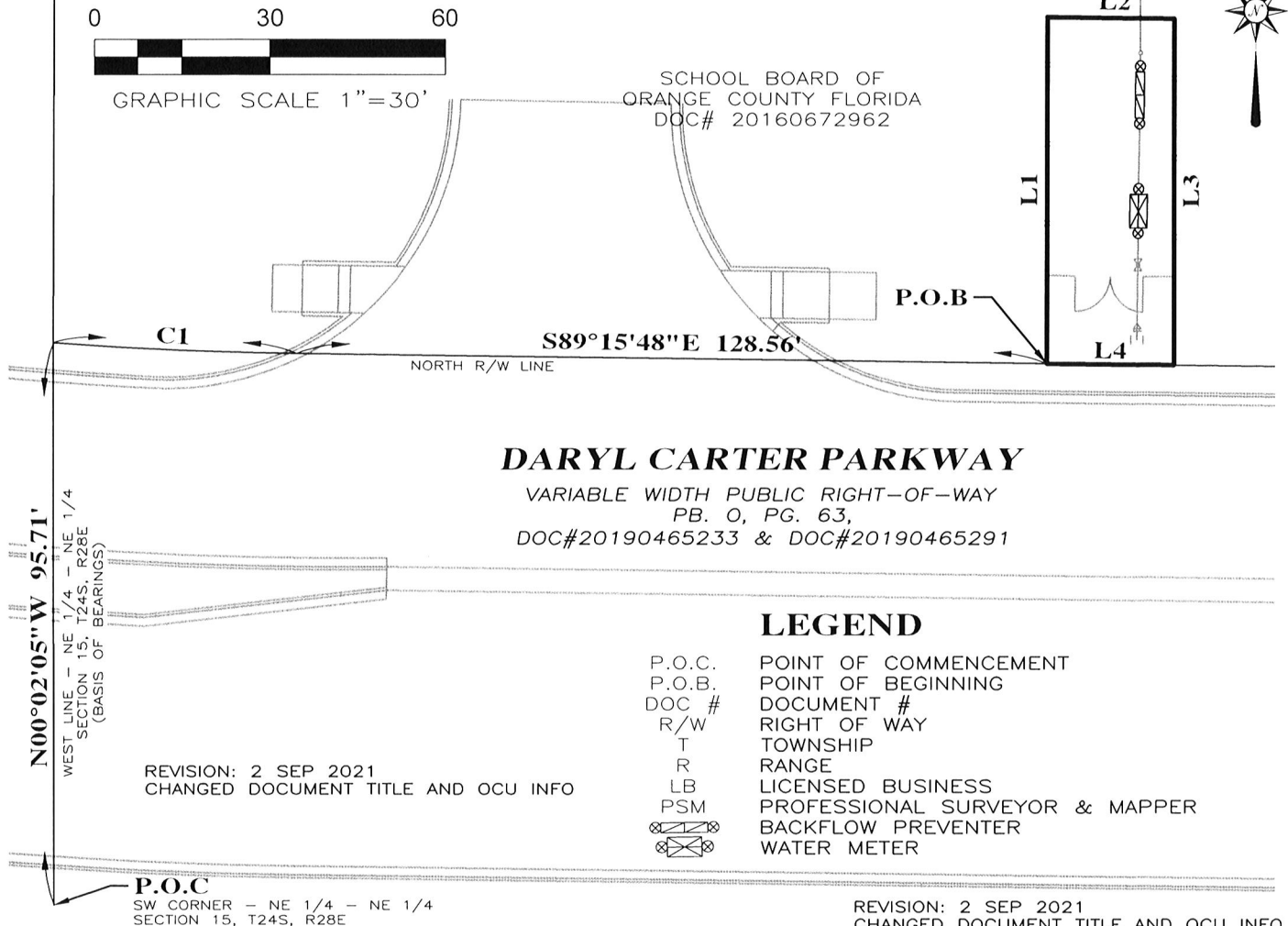
PROJECT NAME: SITE 80-H-SW-4 HIGH SCHOOL  
PROJECT NUMBER: 19-E-071  
DOCUMENT TITLE: UTILITY EASEMENT

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°00'00"W	59.02'
L2	S89°15'48"E	22.04'
L3	S00°00'00"E	59.02'
L4	N89°15'48"W	22.04'

## CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	666.00'	3°35'17"	S87°28'10"E	41.70'	41.71'



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 3)

REVISION: 2 SEP 2021  
CHANGED DOCUMENT TITLE AND OCU INFO  
REVISION: 5 MAY 2024  
ADDED 3RD SHEET AND DIGITAL SEAL  
REVISION: 27 NOV 2024  
ADDRESSED COMMENTS

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedges.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION  
FOR  
PIRTLE CONSTRUCTION COMPANY

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

THIS IS NOT A SURVEY

DATE OF DRAWING: 08 NOV 2019

MANAGER: JDH CADD: JAA

PROJECT NUMBER: 714-19012

FIELD BOOK NUMBER: N/A

LAST FIELD WORK: N/A

CREW CHIEF(S): N/A

FILE: 714012\_LELS\_ESMT.DWG

SCALE: 1" = 30'

SHEET 3 OF 3

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. If Grantor's future orderly development of the premises is in conflict with the Facilities, Grantor, at no cost to the Grantee, shall design, permit, and submit for approval to Grantee, plans to relocate, reconfigure, or modify the Facilities and Easement Area (the "Permitted Relocation Plans"). Grantee will cooperate with Grantor in the execution of an amendment to the easement, in a form acceptable to both parties, establishing the new limits of the Easement Area as depicted on the Permitted Relocation Plans approved by the Grantee, whereupon such relocated easement shall be subject to the terms hereof to the same extent they applied to the Easement Area prior to Grantor's relocation, reconfiguration, or modification of the Facilities and Easement Area. Any relocation of the Facilities as a result of Grantor's future orderly development shall be at no cost to Grantee and shall be subject to the terms hereof.

**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 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 in, or 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, or adjacent to, the Easement Area 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 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.

**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