



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 5**

**DATE:** February 2, 2024

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Sara Solomon, Senior Title Examiner *SS/MTC*  
Real Estate Management Division

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

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval of Recreational Trail Easement by The School Board of Orange County, Florida to Orange County, and authorization to perform all actions necessary and incidental to closing and record instrument.

**PROJECT:** Horizon West Regional Park Tiny Road Connection  
(OCPS Recreational Trail Easement)  
  
District 1

**PURPOSE:** To provide for access, construction, installation, maintenance for a recreational trail.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 5**  
**February 2, 2024**  
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**ITEMS:**                   Recreational Trail Easement  
                                  Cost:     Donation  
                                  Size:     .58 acres

**APPROVALS:**           Real Estate Management Division  
                                  County Attorney's Office  
                                  Risk Management Division  
                                  Parks and Recreation Division

**REMARKS:**           This Easement is necessary for a trail to connect Tiny Road to Horizon  
                                  West Regional Park.

Grantor to pay all recording costs.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FEB 06 2024

Project: Horizon West Regional Park  
Tiny Road connection

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.

**RECREATIONAL TRAIL EASEMENT**

This Grant of Easement (“Easement”) made as of the last date executed below by 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, (“Grantor”) to ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“Grantee”), whose address is P. O. Box 1393, Orlando, Florida 32802-1393.

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

(a portion of)

16-23-27-0000-00-007

**WITNESSETH:**

**WHEREAS**, the Grantee desires to construct and maintain a multipurpose public recreational trail and associated facilities as part of Horizon West Regional Park Tiny Road connection across certain lands owned by Grantor for the benefit of the residents of and visitors to Orange County (the “Trail Segment”); and

**WHEREAS**, the Trail Segment will create a linear park to accommodate pedestrians and non-motorized traffic, and the concrete sidewalk will be ten (10) feet wide, with a six (6) foot high black vinyl coated chain-link fence (the Trail Segment and all appurtenant facilities, embankments, stormwater drainage swales, signage, landscaping and structures provided by Grantee shall hereafter be referred to as the “Facilities”); and

**WHEREAS**, Grantor wishes to convey to Grantee an easement encompassing the Trail Segment, more particularly described in **Schedule “A”**, which is attached hereto and incorporated herein by this reference (the “Easement Area”).

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; the parties hereto agree as follows:

**GRANTOR** hereby gives, grants and conveys unto Grantee a perpetual easement on, over, under and within the Easement Area with full authority to enter thereupon, and construct, repair and maintain, as the Grantee may deem necessary, all Facilities deemed necessary or desirable by Grantee. Grantee 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 Trail Segment and its Facilities out of and away from the Easement Area.

**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 any OCPS 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** 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

**GRANTOR** hereby reserves the rights of ingress, egress, and use of the Easement Property at any time for any public purpose which will not interfere with the rights conferred upon Grantee hereunder, provided that the Trail Segment surface and all of Grantee's Facilities within the Easement Area shall be restored by Grantor to the extent such restoration is reasonably possible. However, Grantor shall not build, construct, or create, nor give its consent to any other person or entity to build, construct, or create any permanent physical improvements upon the Easement Area.

**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 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.

This easement is granted subject to all matters of record and without warranty as to the property's suitability for use as an easement.

Nothing herein shall be construed as a waiver of Grantee or Grantor'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.

The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this easement, or the breach, enforcement, or interpretation of this easement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this easement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

The acceptance of this easement by Grantee, as evidenced by the recordation of same in the Public Records or Orange County, Florida, or the entry onto the easement areas by Grantee, its agents or assigns, for the purposes of this easement shall constitute Grantee's agreement to be bound by the terms hereof.

Project: Horizon West Regional Park Tiny Road connection

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida

Signed and sealed in the presence of:

[Signature]  
Printed Name: Martin Curren  
445 W. Amelia Street, Orlando, Florida 32801

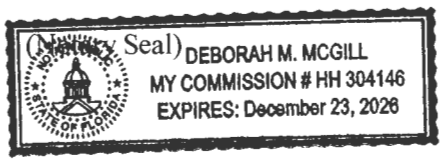
[Signature]  
Printed Name: Amelia Henley  
445 W. Amelia Street, Orlando, Florida 32801

By: [Signature]  
Maria F. Vazquez, Ed.D., as its  
Secretary and Superintendent

Date: December 19, 2023

STATE OF FLORIDA            )  
  )  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me this 19th day of December 2023, by Maria F. Vazquez, Ed.D., as Secretary and Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who  is personally known to me, or  has produced    as identification.



[Signature]  
Notary Public  
Print Name: Deborah M. McGill  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

[Signature]  
Rory Salimbene  
Chief Facilities Officer

Date: Dec 18, 2023

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

[Signature]  
Jad Brewer  
Staff Attorney III, Planning and Real Estate

Date: December 18, 2023

Project: Horizon West Regional Park Tiny Road connection

**This instrument prepared by:**  
Sara Solomon, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P. O. Box 1393  
Orlando, Florida 32802-1393

Schedule A

DESCRIPTION

ESTATE: PERPETUAL EASEMENT  
PURPOSE: RECREATIONAL TRAIL


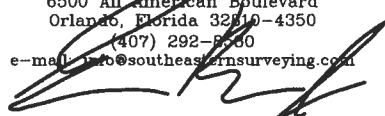

A portion of the Southwest quarter of the Southeast quarter of Section 16, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at Northeast corner of the Southwest quarter of the Southeast quarter of Section 16, Township 23 South, Range 27 East, Orange County, Florida; thence South 00°03'04" East, a distance of 25.00 feet along the East Line of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 23 South, Range 27 East, said Line also being the West right of Way line of Tiny Road; thence departing said Right of Way line South 89°36'25" West, a distance of 1017.47 feet; thence North 00°35'11" West, a distance of 25.00 feet to the North Line of said Southwest 1/4 of the Southeast 1/4 of Section 16; thence North 89°36'25" East, a distance of 1017.70 feet along said North Line to the POINT OF BEGINNING.

Containing 0.58 acres, more or less.

**SURVEYOR'S REPORT:**

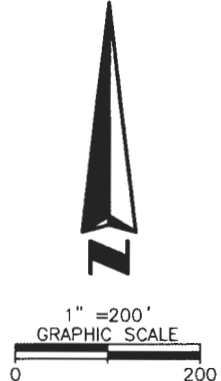
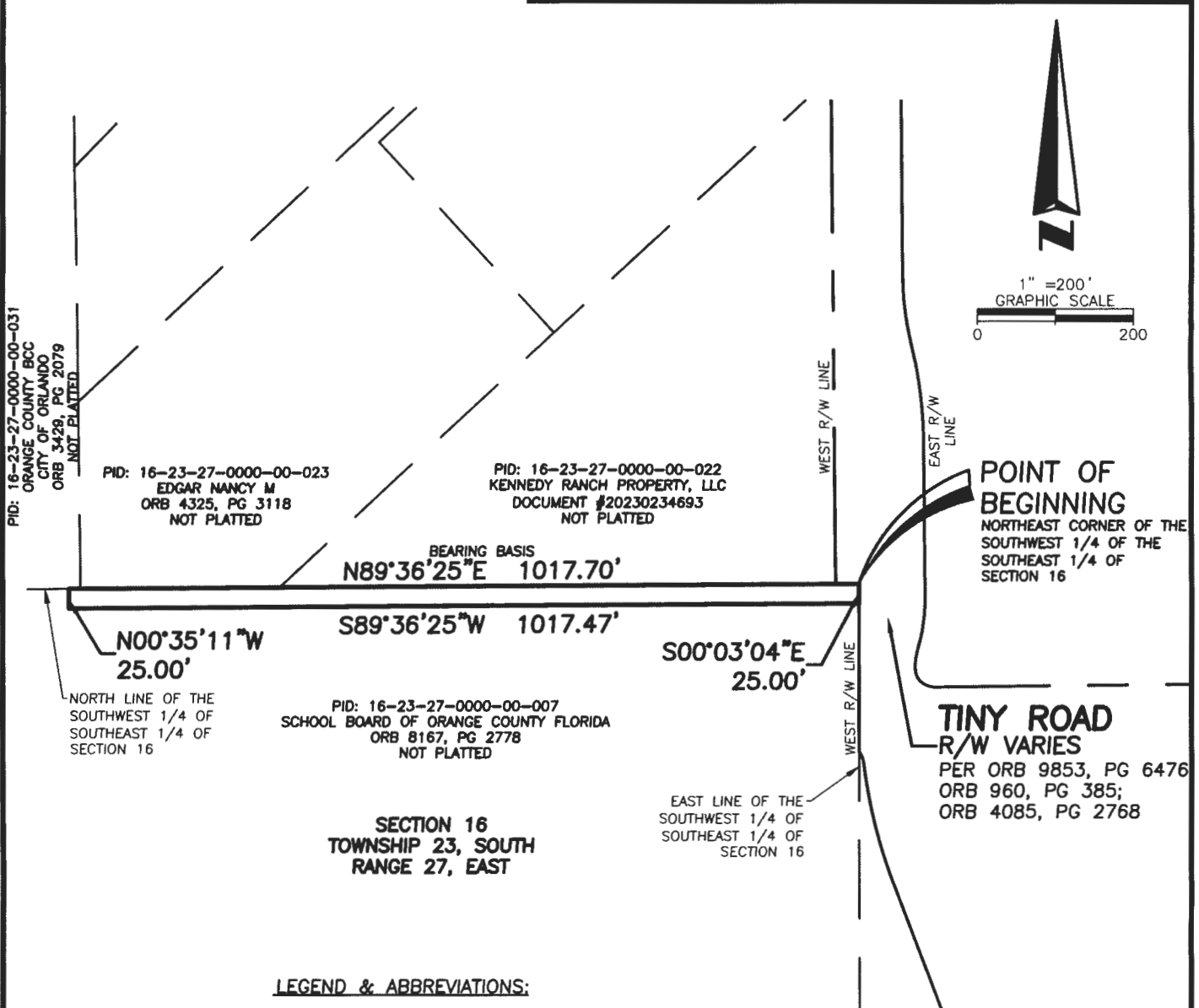
1. Bearings shown hereon are based on North line of the Southwest quarter of the Southeast quarter of Section 16, Township 23 South, Range 27 East, being North 89°36'25" East (assumed).
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<p><b>SKETCH &amp; DESCRIPTION</b></p>	<p>Date: MAY 5, 2023 SM</p>		<p>Certification Number LB2108 67522005</p>  <p><b>SSMC™</b> SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8500 e-mail: info@southeasternsurveying.com</p> 
	<p>FOR <b>ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS</b></p>  <p>Digitally signed by Edwin Munoz Jr. DN: cn=Edwin Munoz Jr., o, ou, email=emunoz@southeasternsurveying.com, c=US Date: 2023.07.17 08:10:57 -04'00'</p>	<p>Job Number: 67522</p> <p>Scale: 1" = 200'</p> <p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b> REVISED 07/17/23 EM</p>	
<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		<p>EDWIN MUNOZ JR., PSM Registered Land Surveyor Number 7288</p>	



SKETCH OF DESCRIPTION

ESTATE: PERPETUAL EASEMENT  
PURPOSE: RECREATIONAL TRAIL



PID: 16-23-27-0000-00-031  
ORANGE COUNTY BCC  
CITY OF ORLANDO  
ORB 3429, PG 2079  
NOT PLATTED

PID: 16-23-27-0000-00-023  
EDGAR NANCY M  
ORB 4325, PG 3118  
NOT PLATTED

PID: 16-23-27-0000-00-022  
KENNEDY RANCH PROPERTY, LLC  
DOCUMENT #20230234693  
NOT PLATTED

PID: 16-23-27-0000-00-007  
SCHOOL BOARD OF ORANGE COUNTY FLORIDA  
ORB 8167, PG 2778  
NOT PLATTED

**POINT OF BEGINNING**  
NORTHEAST CORNER OF THE  
SOUTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF  
SECTION 16

**TINY ROAD**  
R/W VARIES  
PER ORB 9853, PG 6476  
ORB 960, PG 385;  
ORB 4085, PG 2768

**SECTION 16**  
**TOWNSHIP 23, SOUTH**  
**RANGE 27, EAST**

LEGEND & ABBREVIATIONS:

- R/W = RIGHT OF WAY
- PB = PLAT BOOK
- PG(S) = PAGE(S)
- ORB = OFFICIAL RECORDS BOOK
- PID = PARCEL IDENTIFICATION NUMBER



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108  
e-mail: info@southeasternsurveying.com

Drawing No. 67522005  
Job No. 67522  
Date: MAY 5, 2023  
SHEET 2 OF 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 2