



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: July 10, 2023

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

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

FROM: Juanita Thomas, Senior Title Examiner *ST/MTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of two Utility Easements between The School Board of Orange County, Florida and Orange County, Florida, and authorization to record instruments.

PROJECT: Pinar Elementary School Permit 19-U-015 OCU File #97391

District 3

PURPOSE: To provide two Utility Easements for potable water facilities and a master water meter, along with any needed appurtenances.

Interoffice Memorandum
Real Estate Management Division
Agenda Item 6
July 10, 2023
Page 2 of 2

ITEMS: Utility Easement
Cost: Donation
Size: 540 square feet

Utility Easement
Cost: Donation
Size: 600 square feet

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: The Utility Easements are in connection with The School Board of Orange County, Florida's (OCPS) development of Pinar Elementary School. The County is executing both Utility Easements to show acceptance of the terms and conditions.

OCPS to pay recording fees for both easements.

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: Pinar Elementary School
OCU File No. 19-U-015

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: 12-23-30-0000-00-065
(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

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 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.

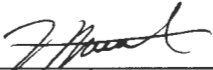
[SIGNATURE PAGES TO FOLLOW]


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

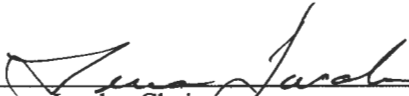
“GRANTOR”

WITNESSES:

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

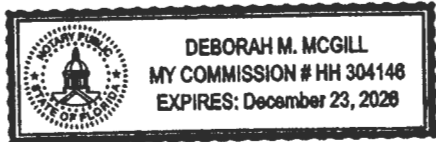

Print Name: Maxine Gutierrez


Print Name: Amber Henley


By: 
Teresa Jacobs, 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 4th day of May, 2023, 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: Deborah M. McGill
Commission No.: _____
Expires: _____

“GRANTOR”

WITNESSES:

[Signature]
Print Name: Marian Gutierrez

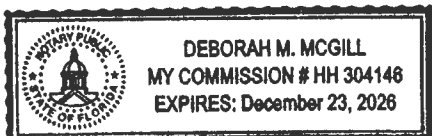
[Signature]
Print Name: Rambria Hentley

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: [Signature]
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 4th day of MAY, 2023, 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.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Deborah M. McGill
Commission No.: _____
Expires: _____

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

[Signature]
Rory A. Salimbene
Acting Chief Facilities Officer

Date: April 27, 2023

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

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

Date: April 24, 2023



“GRANTEE”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Burrill Brooks
for Jerry L. Demings
Orange County Mayor

Date: 25 July, 2023

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

BY: *Craig Stopyia*
for Deputy Clerk

Craig Stopyia
Printed Name

This instrument prepared by and return original to:

OCPS Real Estate Management
6501 Magic Way
Orlando, Florida 32801

UTILITY EASEMENT SKETCH AND DESCRIPTION

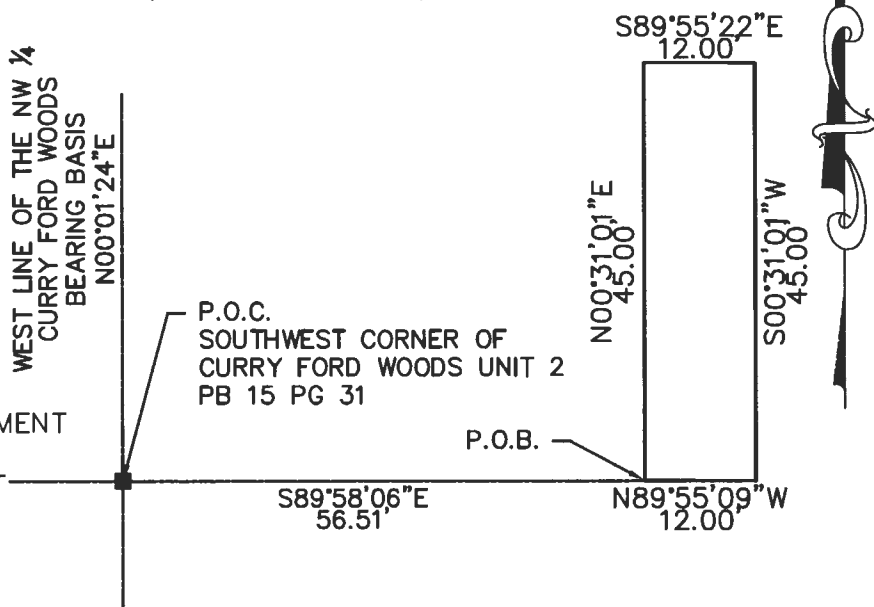
**PINAR ELEMENTARY SCHOOL
O.C. PROJECT NUMBER 19-U-015
SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA**

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF CURRY FORD WOODS UNIT 2, PER PLAT BOOK 15, PAGE 31 PER ORANGE COUNTY RECORDS; THENCE S89°58'06"E 56.51' TO A POINT OF BEGINNING; THENCE N00°31'01"E 45.00'; THENCE S89°55'22"E 12.00'; THENCE S00°31'01"W 45.00'; THENCE N89°55'09"W 12.00' TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES (540 SQUARE FEET) MORE OR LESS.



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ. FT. SQUARE FEET
- CM CONCRETE MONUMENT
- PB PLAT BOOK
- PG PAGE

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 12-30-30 WITH AN ASSUMED BEARING N00°01'24"E.
2. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO RECORDS PROVIDED BY THE CLIENT, AND TO EXISTING FIELD MONUMENTATION.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED OR UN-RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CERTIFICATE OF AUTHORIZATION #3763.

THIS IS NOT A SURVEY

DATE: 06-08-20

DRAWN BY: MAC CHECKED BY: DEM JOB NO.: R19-05 SHEET 1 OF 1 DRAWING NAME: EASEMENT

John B. Webb & Associates, Inc.
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
925 S. DENNING DRIVE
WINTER PARK, FLORIDA 32789
PH: (407) 622-9322 FAX: (407) 622-9325
EMAIL: WEBBENGR@AOL.COM

THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 15J, § 17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO § 472.027, FLORIDA STATUTES.

6058
DEAN E. MOSLOW, PSM
PROFESSIONAL SURVEYOR AND MAPPER #058
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062(3).
SURVEYOR

Parcel name: UPDATE

North: 1515895.5986 East : 567839.6445
Line Course: N 00-00-00 E Length: 45.00
North: 1515940.5986 East : 567839.6445
Line Course: S 89-55-09 E Length: 12.00
North: 1515940.5817 East : 567851.6444
Line Course: S 00-00-00 W Length: 45.00
North: 1515895.5817 East : 567851.6444
Line Course: N 89-55-09 W Length: 12.00
North: 1515895.5986 East : 567839.6445

Perimeter: 114.00 Area: 540 sq.ft. 0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000 East : 0.00000
Precision 1: 114,000,000.00

JUL 25 2023

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: Pinar Elementary School
OCU File No. 19-U-015

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

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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 potable water facilities 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: 12-23-30-0000-00-065
(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 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 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:

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

[Signature]
Print Name: Merrill C. ...

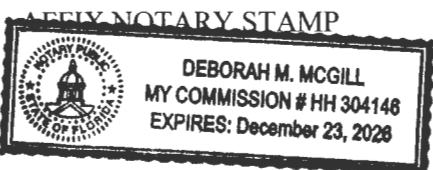
[Signature]
Print Name: Arbina Henley

By: [Signature]
Teresa Jacobs, 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 4th day of MAY, 2023, 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.

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Deborah M. McGill
Commission No.: _____
Expires: _____



“GRANTOR”

WITNESSES:

[Signature]
Print Name: Marian Gutierrez

[Signature]
Print Name: Ranbia Henry

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: [Signature]
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 4th day of MAY, 2023, 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.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Deborah M. McGill
Commission No.: _____
Expires: _____

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

[Signature]
Rory A. Salimbene
Acting Chief Facilities Officer
Date: April 27, 2023

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

[Signature]
Jad Brewer
Staff Attorney III, Planning and Real Estate
Date: April 24, 2023



“GRANTEE”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Bryan Brooks
for Jerry L. Demings
Orange County Mayor

Date: 25 July, 2023

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

BY: Craig Stopyca
for Deputy Clerk

Craig Stopyca
Printed Name

This instrument prepared by and return original to:

OCPS Real Estate Management
6501 Magic Way
Orlando, Florida 32801



UTILITY EASEMENT SKETCH AND DESCRIPTION

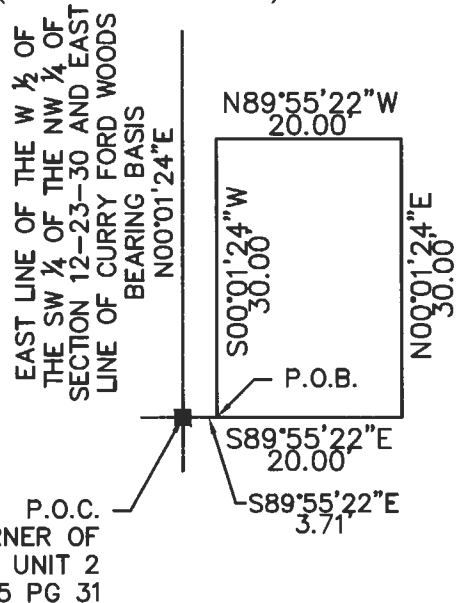
**PINAR ELEMENTARY SCHOOL
O.C. PROJECT NUMBER 19-U-015
SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA**

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF CURRY FORD WOODS UNIT 2, PER PLAT BOOK 15, PAGE 31 PER ORANGE COUNTY RECORDS; THENCE S89°55'22"E 3.71' TO A POINT OF BEGINNING; THENCE S89°55'22"E 20.00'; THENCE N00°01'24"E 30.00'; THENCE N89°55'22"W 20.00'; THENCE S00°01'24"W 30.00' TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES (600 SQUARE FEET) MORE OR LESS.



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SQ. FT. SQUARE FEET
- CM CONCRETE MONUMENT
- PB PLAT BOOK
- PG PAGE

SOUTHEAST CORNER OF
CURRY FORD WOODS UNIT 2
PB 15 PG 31

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF THE NORTHWEST ¼ OF SECTION 12-30-30 WITH AN ASSUMED BEARING N00°01'24"E.
2. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO RECORDS PROVIDED BY THE CLIENT, AND TO EXISTING FIELD MONUMENTATION.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED OR UN-RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CERTIFICATE OF AUTHORIZATION #3763.

THIS IS NOT A SURVEY

REVISED: 05-05-21
DATE: 03-29-21

DRAWN BY: LYB	CHECKED BY: DEM	JOB NO.: R19-05	SHEET 1 OF 1	DRAWING NAME: EASEMENT
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THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17.062(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027 FLORIDA STATUTES.

6058
DEAN E. MOSEOW, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6058
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062(3).

MAPCHECK-UTILEASE2 03-29-213.txt

Project: R19-05 RL Burns - Pinar Elementary
Parcel Map Check

Parcel name: UTIL2

North: 1515895.6694	East : 567786.8398
Line Course: S 89-55-22 E	Length: 20.00
North: 1515895.6424	East : 567806.8398
Line Course: N 00-01-24 E	Length: 30.00
North: 1515925.6424	East : 567806.8520
Line Course: N 89-55-22 W	Length: 20.00
North: 1515925.6694	East : 567786.8521
Line Course: S 00-01-24 W	Length: 30.00
North: 1515895.6694	East : 567786.8398

Perimeter: 100.00 Area: 600 sq.ft. 0.01 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000	Course: S 90-00-00 E
Error North: 0.00000	East : 0.00000

Precision 1: 100,000,000.00