



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 10**

**DATE:** March 11, 2024

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

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

**FROM:** Mary Tiffault, Senior Title Examiner *MT/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 Utility Easement between The School Board of Orange County, Florida and Orange County, Florida, and authorization to record instrument.

**PROJECT:** SE-3049/Meadow Woods Middle School  
OCU File No. 98671  
  
District 4

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

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 10**  
**March 11, 2024**  
**Page 2 of 2**

**ITEM:** Utility Easement  
Cost: Donation  
Size: 594 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** In conjunction with the construction of a new school, and in accordance with permit 20-U-138, the School Board of Orange County is granting the County a utility easement. The County is executing this Utility Easement to show acceptance of the terms and conditions.

Grantor to pay all recording fees.

**MAR 26 2024**

Instrument: This is a Donation  
Project: Site: SE-3049/Meadow Woods Middle School  
OCU File No. 98671\_\_

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 an irrigation 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: 30-24-30-0000-00-009**  
(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

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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

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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.


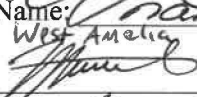
**[SIGNATURE PAGES TO FOLLOW]**

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

“GRANTOR”

WITNESSES:


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

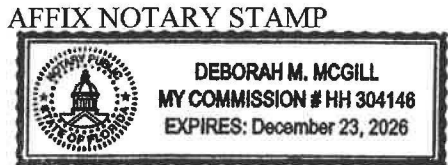
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida

By:   
Teresa Jacobs, 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 3rd day of January, 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.

  
NOTARY PUBLIC OF FLORIDA  
Print Name: Deborah m. McGill  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_


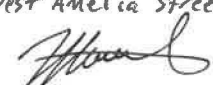


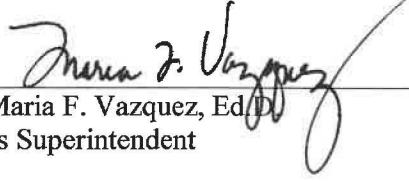
Instrument: This is a Donation  
Project: Site: SE-3049/Meadow Woods Middle School  
OCU File No. 98671\_\_\_

“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: Nancy Conover  
445 West Amelia Street, Orlando, Florida 32801  
  
Print Name: Marilyn Gutierrez  
445 West Amelia Street, Orlando Florida 32801

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

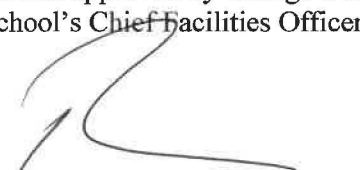
STATE OF FLORIDA )  
) ss:  
COUNTY OF ORANGE )

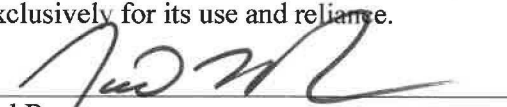
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th day of JANUARY, 2023, by Maria F. Vazquez, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, 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.



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

AFFIX NOTARY STAMP

Reviewed and approved by Orange County Public School's Chief Facilities Officer  
  
\_\_\_\_\_  
Rory A. Salimbene  
Chief Facilities Officer  
Date: 12/14, 2022

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  
Staff Attorney  
Date: Dec. 12, 2022

Instrument: This is a Donation  
Project: Site: SE-3049/Meadow Woods Middle School  
OCU File No. 98671



“GRANTEE”

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

*B. L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: *26 March 2024*

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

BY:

*Jennifer Lara-Klimetz*  
for Deputy Clerk

*Jennifer Lara-Klimetz*  
Printed Name

**This instrument prepared by and return original to:**

Jad M. Brewer, Esq.  
Orange County Public Schools  
Real Estate Management Division  
6501 Magic Way  
Orlando, Florida 32809



**SKETCH OF DESCRIPTION  
MASTER METER EASEMENT**

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 30 EAST  
ORANGE COUNTY, FLORIDA

PROJECT NAME: OCPS – NEW MEADOW WOODS – IRRIGATION METER  
OC PERMIT NUMBER: 20-U-138

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS CONVEYED BY DEED TO SCHOOL BOARD OF ORANGE COUNTY FLORIDA DESCRIBED IN OFFICIAL RECORDS BOOK 5030, PAGE 4338, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF MEADOW WOODS PARCEL 20, AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5030, PAGE 4338; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF RHODE ISLAND WOODS CIRCLE, 60-FOOT RIGHT-OF-WAY, PER OFFICIAL RECORDS BOOK 5797, PAGE 3027, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 02°08'29" AND A CHORD BEARING AND DISTANCE OF S06°05'00"W, 23.55 FEET) FOR AN ARC DISTANCE OF 23.55 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S87°58'39"E, A DISTANCE OF 27.62 FEET; THENCE S04°19'13"W, A DISTANCE OF 22.96 FEET; THENCE N80°20'11"W, A DISTANCE OF 28.96 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID RHODE ISLAND WOODS CIRCLE; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RHODE ISLAND WOODS CIRCLE, NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 01°44'47" AND A CHORD BEARING AND DISTANCE OF N08°01'37"E, 19.20 FEET) FOR AN ARC DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.014 ACRES (594 SQUARE FEET) OF LAND, MORE OR LESS.

**SURVEYOR'S NOTES**

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A MASTER METER EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF MEADOW WOODS-PARCEL 20, WHICH IS RECORDED TO BEAR N89°50'01"E, ACCORDING TO THE DEED THEREOF, AS RECORDED IN BOOK 5030, PAGE 4338, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.
5. THIS IS NOT A SURVEY.


THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

**Jeffrey D Hofius**  
Digitally signed by Jeffrey D Hofius  
Date: 2024.02.05 09:23:17 -05'00'



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

REVISION: 25 OCT 2023; CHANGED LEGAL DESCRIPTION  
REVISION: 17 DEC 2021; CHANGED OC PERMIT NUMBER  
REVISION: 22 SEP 2021; ADDRESSED COMMENTS

|  |   |   |
|--|---|---|
|  <p><b>LEADING EDGE<br/>LAND SERVICES<br/>INCORPORATED</b><br/>8802 EXCHANGE DRIVE<br/>ORLANDO, FLORIDA 32809<br/>PHONE: (407) 351-6730<br/>FAX: (407) 351-9691<br/>WEB: www.leadingedgels.com<br/>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p> | <p><b>SKETCH OF DESCRIPTION<br/>FOR<br/>MASTER METER EASEMENT</b></p>   | <p>DATE OF DRAWING: 19 AUG 2021</p>   |
|  | <p><b>SURVEYOR'S CERTIFICATION</b><br/>I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.</p> <p>JEFFREY D. HOFIUS P.S.M. NO. 6610</p> | <p>MANAGER: JDH      CADD: TQ</p> <p>PROJECT NUMBER: 299-21035</p> <p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 299035ESMT2.DWG</p> <p>SCALE: 1" = 30'      SHEET 1 OF 2</p> |

*MAT 2/6/24*

# SKETCH OF DESCRIPTION MASTER METER EASEMENT

SECTION 30, TOWNSHIP 24 SOUTH, RANGE 30 EAST  
ORANGE COUNTY, FLORIDA

PROJECT NAME: OCPS - NEW MEADOW WOODS - IRRIGATION METER  
OC PERMIT NUMBER: 20-U-138

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

## CURVE TABLE

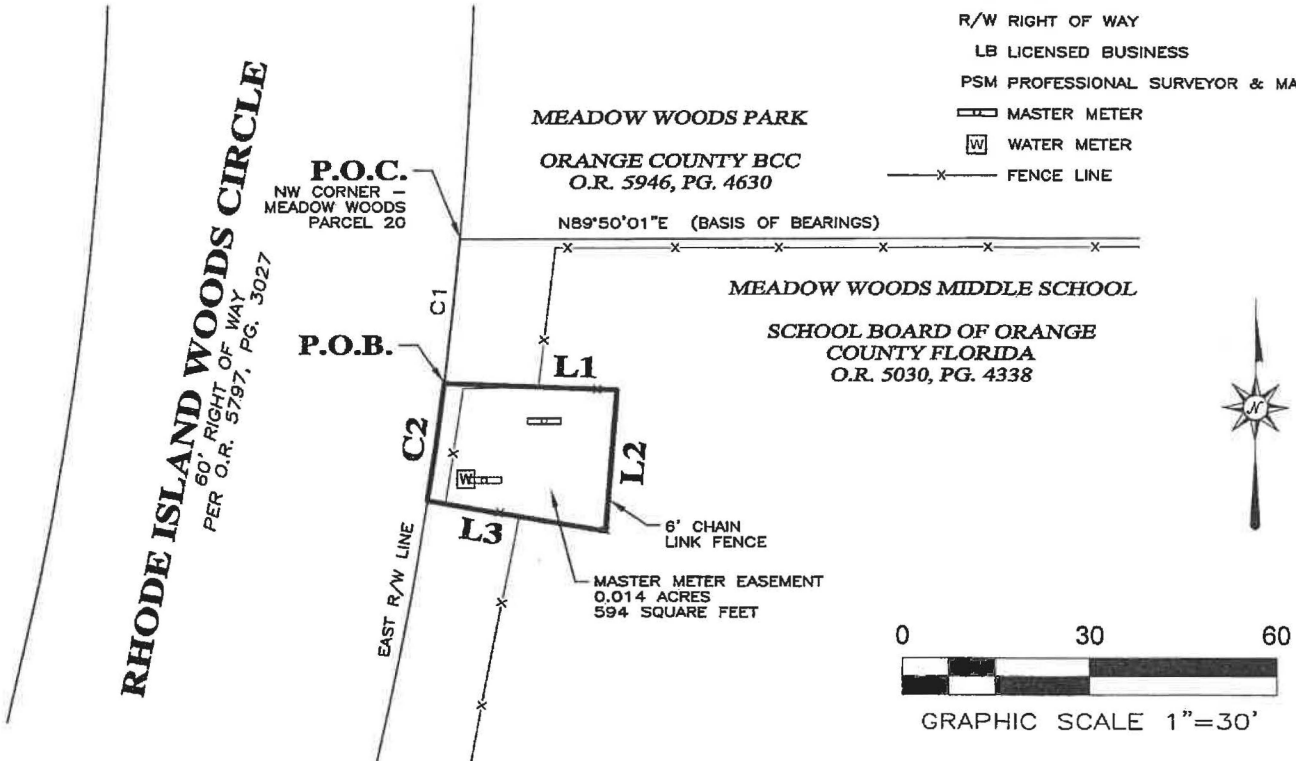
| CURVE | RADIUS  | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH | ARC LENGTH |
|-------|---------|---------------|---------------|--------------|------------|
| C1    | 630.00' | 02°08'29"     | S06°05'00"W   | 23.55'       | 23.55'     |
| C2    | 630.00' | 01°44'47"     | N08°01'37"E   | 19.20'       | 19.20'     |

## LINE TABLE

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | S87°58'39"E | 27.62'   |
| L2   | S04°19'13"W | 22.96'   |
| L3   | N80°20'11"W | 28.96'   |

## LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS
- PG. PAGE
- R/W RIGHT OF WAY
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER
- MASTER METER
- WATER METER
- FENCE LINE



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1 OF 2)

REVISION: 25 OCT 2023; CHANGED LEGAL DESCRIPTION  
REVISION: 17 DEC 2021; CHANGED OC PERMIT NUMBER  
REVISION: 22 SEP 2021; ADDRESSED COMMENTS

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION  
FOR  
MASTER METER EASEMENT

THIS IS NOT A  
SURVEY

|                                |              |
|--------------------------------|--------------|
| DATE OF DRAWING: 19 AUG 2021   |              |
| MANAGER: JDH                   | CADD: TQ     |
| PROJECT NUMBER: 299-21035      |              |
| FIELD BOOK NUMBER:             |              |
| LAST FIELD WORK:               |              |
| CREW CHIEF(S):                 |              |
| COMPUTER FILE: 299035ESMT2.DWG |              |
| SCALE: 1" = 30'                | SHEET 2 OF 2 |