

This document was prepared by and return to:  
Jad Brewer  
The School Board of Orange County, Florida 6501 Magic Way Blvd., Suite 200  
Orlando, Florida 32809

Project: Waterleigh 47-E-4/Horizon West Village H N. Elementary School/Atwater Bay Elementary

### **ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (hereinafter, the "Agreement") is made and entered as of the Effective Date (hereinafter defined), by and between **ORANGE COUNTY, FLORIDA**, a charter County and a political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter, the "County") and **THE SCHOOL BOARD OF ORANGE COUNTY**, a corporate body existing under the Constitution and laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (hereinafter, "School Board").

#### **WITNESSETH:**

**WHEREAS**, School Board is the fee simple owner of approximately 15.1 acres of real property lying in unincorporated west Orange County, Florida more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("School Property");

**WHEREAS**, the County is the fee simple owner of approximately 5 acres of real property contiguous to the School Property lying in unincorporated Orange County, Florida, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("Park Property");

**WHEREAS**, an elementary school is currently being constructed on the School Property;

**WHEREAS**, in order for School Board to develop the School Property as an elementary school, it is necessary for School Board to obtain access over a portion of the Park Property to construct an access drive into the School Property as more particularly depicted in **Exhibit "C"** attached hereto and incorporated herein by reference ("Easement Area"); and

**WHEREAS**, School Board and the County have agreed to the establishment of the Access Easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

**NOW THEREFORE**, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the School Board hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement Over the Park Property.** The County does hereby grant, bargain, sell, release, convey, and confirm unto School Board a non-exclusive easement and right-of-way for the purpose of providing ingress and egress for pedestrian and vehicular traffic to the School Property, including, without limitation, bus traffic, in, upon, over, through and across that certain real property more particularly depicted in Exhibit C attached hereto and incorporated herein by reference, and the right to construct, reconstruct, or reconfigure ingress and egress facilities therein ("Access Easement"). School Board shall have the right to design, engineer, permit, construct, develop and maintain a driveway, sidewalks, or other vehicular or pedestrian infrastructure or improvements within the Access Easement (collectively, "Access Improvements"). School Board shall utilize the Access Easement in compliance with any and all governmental permit or regulations.

3. **Construction of Access improvements.** Any Access Improvements installed by School Board within the Access Easement shall be installed at the School Board's sole cost and expense. School Board shall be solely responsible for all work performed in the Easement Area by School Board, its employees, contractors, subcontractors, laborers, consultants and agents, and such work shall be undertaken in a safe and prudent manner. The initial construction of the Access Improvements shall be undertaken during the construction of the new elementary school on the School Property.

4. **Maintenance of the Easement Area.** School Board, at its sole cost and expense, shall maintain and replace, to the extent necessary, the Easement Area and any Access Improvements School Board constructs or installs in the Easement Area in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations. In the event the County disturbs or damages the Access Improvements or any other areas within the Easement Area restricting pedestrian or vehicular ingress or egress to the School Property, the County shall, at its sole cost and expense, repair and replace the Improvements and any other disturbed areas in the Easement Area to the reasonable satisfaction of School Board.

5. **Indemnification.** School Board shall exercise its rights and privileges hereunder at its own risk and expense. Through the term of this easement, School Board shall maintain general liability insurance or self-insurance in compliance with the limits provided in Section 768.28, Florida Statutes. Upon request by County, School Board shall furnish evidence of such insurance or self-insurance to County. For actions attributable to the exercise of its rights under this easement, School Board will indemnify and hold harmless County, 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. All contractors and subcontractors shall be required to procure and maintain insurance with such limits and terms and conditions to protect the interests of School Board and the County.

6. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3<sup>rd</sup>) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

County: Orange County Real Estate Management Division  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Manager  
Telephone: (407) 836-7070

With a copy to: Orange County Parks and Recreation Division  
4801 West Colonial Drive  
Orlando, Florida 32808  
Attn: Manager  
Telephone: (407) 836-6200

School Board: Orange County School Board  
Real Estate Management  
6501 Magic Way Blvd., Bldg 200  
Orlando, Florida 32809  
Telephone: (407) 317-3700  
Facsimile: (407) 217-3751

With a copy to: Orange County School Board  
Educational Leadership Center  
Legal Services  
445 West Amelia Street  
Orlando, Florida 32801  
Telephone: (407) 317-3700  
Facsimile: (407) 217-3751

7. **Miscellaneous Provisions.**

a. **No Other Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. **Binding Effect.** This Agreement shall be binding on the parties, and upon all entities operating for or on behalf of the parties pursuant to this Agreement. The covenants, easements, terms and conditions set forth in this Agreement shall attach to and run with the Park Property and School Property, and are binding upon the County and School Board.

c. **Governing Law: Venue.** Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall not be modified and/or terminated and any purported modification and/or termination hereof shall not be effective, unless in writing and signed by the party to be charged and in accordance with the terms and conditions set forth herein.

e. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

f. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall be responsible for their own reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, on appeal, or in any administrative, arbitration, mediation or bankruptcy proceeding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

h. **Effective Date.** The effective date of this Agreement shall be effective upon which the last of the parties hereto executes this Agreement ("**Effective Date**").

i. **Non-Waiver.** The failure of any party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

j. **Recording.** School Board shall, at its sole cost and expense, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

8. **Non-Substantial Amendments to Agreement.** This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent's designee the authority to amend this Agreement or provide any consent required hereunder, without formal School Board approval, provided such amendment does not substantially alter or modify the terms herein. If, in the sole judgment of School Board, such amendment does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations.

9. **Termination.** In the event the School Board shall permanently remove the Access Improvements, convey the School Property or the School Property ceases to be used as a school, the Access Easement shall terminate and the School Board shall execute and record, at School Board's sole expense, a termination of easement in the public records of Orange County, Florida. Otherwise, this Agreement may only be terminated by the mutual agreement of the parties in writing and such termination shall be executed and recorded among the public records of Orange County, Florida, at the sole cost of the School Board.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the County and School Board have caused these presents to be executed on the dates provided below.

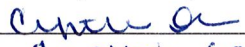
**"SCHOOL BOARD"**

**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



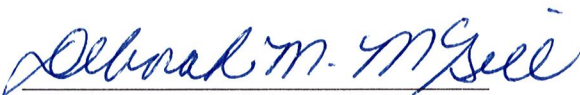
Print Name: Marilyn Cuatrecasas  
445 W. Amelia St., Orlando, Florida 32801

  
Print Name: Cynthia Gomez  
445 W. Amelia St., Orlando, Florida 32801

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 20<sup>th</sup> day of August, 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.

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





“SCHOOL BOARD”

WITNESSES:

[Signature]  
Print Name: Marilyn Gutierrez  
445 W. Amelia St., Orlando, Florida 32801

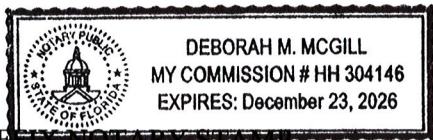
[Signature]  
Print Name: Cynthia Gomez  
445 W. Amelia St., Orlando, Florida 32801

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: [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 20<sup>th</sup> day of August, 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.



APPROVED NOTARY STAMP

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

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

[Signature]  
Rory A. Salimbene  
Chief Facilities Officer  
Date: Aug 14, 2024

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: August 14, 2024

**“COUNTY”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

\_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_, 2024

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

BY:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**EXHIBIT "A"**  
**School Property**

**PROPERTY DESCRIPTION**

Tract SCH-1 (School), of Waterleigh Phases 3B, 3C, and 3D, according to the plat thereof as recorded in Plat Book 100, Page 61, of the Public Records of Orange County, Florida

Total Land Area

659,787 sq ft (+/-) | 15.15 acres (+/-)

PID 07-24-27-7507-19-001



**EXHIBIT "B"**  
**Park Property**

PROPERTY DESCRIPTION

Tract APF-1 (APF Park), of Waterleigh Phases 3B, 3C, and 3D, according to the plat thereof as recorded in Plat Book 100, Page 61, of the Public Records of Orange County, Florida.

Total Land Area

217,815 sq ft (+/-) | 5.00 acres (+/-)

PID 07-24-27-7507-11-661

**EXHIBIT "C"**  
**Access Easement**

(See Legal Description and Sketch on the attached pages)

**SKETCH OF DESCRIPTION  
JOINT USE EASEMENT  
SITE 47-E-W-4**

SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
ORANGE COUNTY, FLORIDA

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING A PORTION OF TRACT APF-1, WATERLEIGH PHASES 3B, 3C, AND 3D, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 100, PAGES 61-87, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT APF-1; THENCE ALONG THE WEST LINE OF SAID TRACT APF-1, N00°37'36"W, A DISTANCE OF 12.09 FEET TO THE POINT OF BEGINNING;


THENCE ALONG SAID WEST LINE OF TRACT APF-1, N00°37'36"W, A DISTANCE OF 107.54 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT APF-1, S31°04'28"E, A DISTANCE OF 4.60 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 125.67 FEET, A CENTRAL ANGLE OF 30°26'31" AND A CHORD BEARING AND DISTANCE OF S15°51'13"E, 65.99 FEET) FOR AN ARC DISTANCE OF 66.77 FEET; THENCE S00°37'57"E, A DISTANCE OF 20.36 FEET; THENCE S26°56'57"E, A DISTANCE OF 3.01 FEET TO A NON TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 31°38'44" AND A CHORD BEARING AND DISTANCE OF S15°45'58"E, 17.45 FEET) FOR AN ARC DISTANCE OF 17.68 FEET TO THE NORTH RIGHT-OF-WAY OF ATWATER BAY DRIVE (73 FOOT RIGHT-OF-WAY) PER PLAT BOOK 99, PAGES 54-63, PUBLIC RECORDS SF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF ATWATER BAY DRIVE, S89°21'27"W, A DISTANCE OF 25.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 1732 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 JOINT USE EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF ATWATER BAY DRIVE, WHICH IS RECORDED TO BEAR S89°21'27"W, ACCORDING TO THE PLAT OF WATERLEIGH PHASES 3B, 3C, 3D AS RECORDED IN PLAT BOOK 100, PAGES 61-87, 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 SKETCH OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b></p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p><b>SKETCH OF DESCRIPTION</b> FOR <b>JEFFERY D. HOFIUS</b></p>	<p>DATE OF DRAWING: 6 NOV 2023</p>
	<p><b>SURVEYOR'S CERTIFICATION</b></p> <p>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>DATE: 11/07/2023</p> <p><b>JEFFERY D. HOFIUS</b> PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>MANAGER: JDH      CADD: JAA</p> <p>PROJECT NUMBER: 285-23012</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S): N/A</p> <p>COMPUTER FILE: 285012SD3.DWG</p> <p>SCALE: N/A      SHEET 1 OF 2</p>

**SKETCH OF DESCRIPTION  
JOINT USE EASEMENT  
SITE 47-E-W-4**

SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
ORANGE COUNTY, FLORIDA

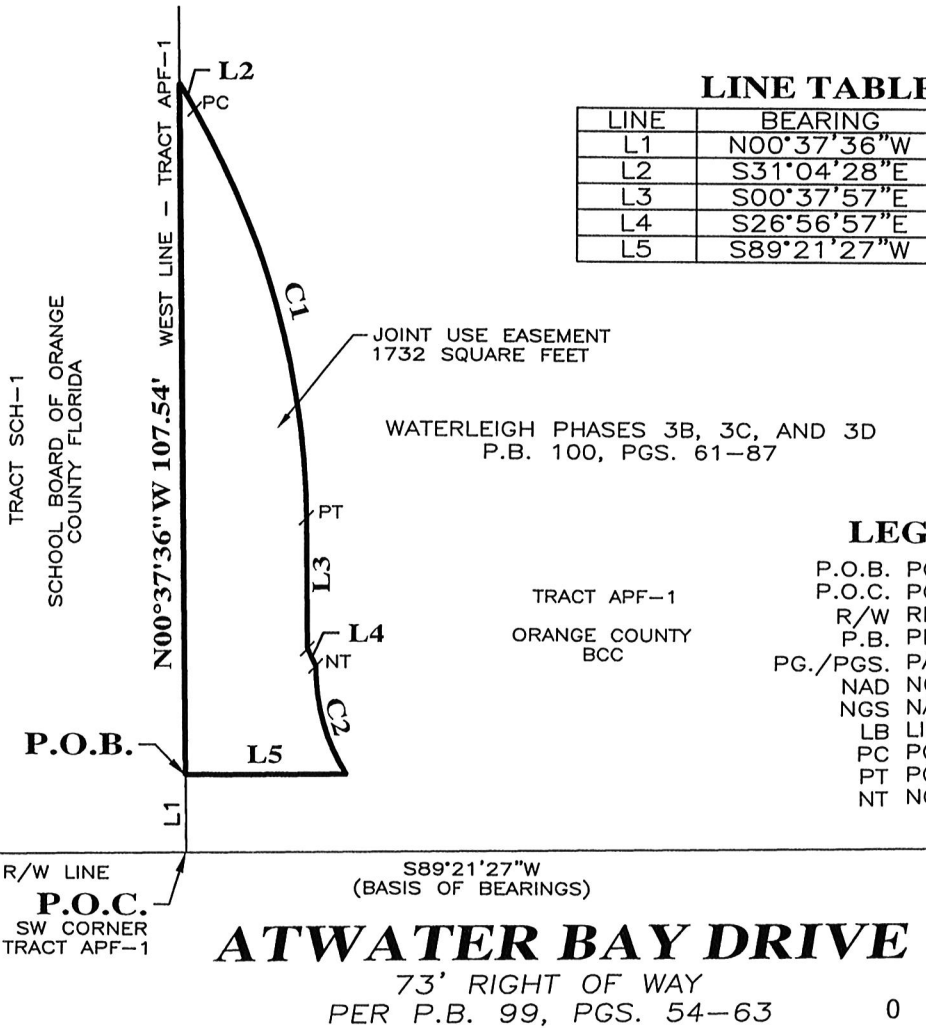
**CURVE TABLE**

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	125.67'	30°26'31"	S15°51'13"E	65.99'	66.77'
C2	32.00'	31°38'44"	S15°45'58"E	17.45'	17.68'



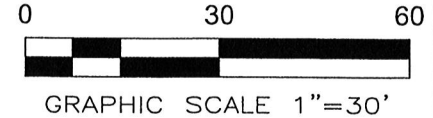
**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N00°37'36"W	12.09'
L2	S31°04'28"E	4.60'
L3	S00°37'57"E	20.36'
L4	S26°56'57"E	3.01'
L5	S89°21'27"W	25.55'



**LEGEND**

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- P.B. PLAT BOOK
- PG./PGS. PAGE/PAGES
- NAD NORTH AMERICAN DATUM
- NGS NATIONAL GEODETIC SURVEY
- LB LICENSED BUSINESS
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON TANGENT



THIS SKETCH OF DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. (SEE SHEET 1)

**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  
WELBRO

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

THIS IS NOT A SURVEY

DATE OF DRAWING: 6 NOV 2023	
MANAGER: JDH	CADD: JAA
PROJECT NUMBER: 285-23012	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 285012SD3.DWG	
SCALE: 1" = 30'	SHEET 2 OF 2