



Legislation Text

File #: 24-1448, **Version:** 1

Interoffice Memorandum

DATE: September 18, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval of Special Warranty Deed by The School Board of Orange County, Florida, f/k/a The Board of Public Instruction of Orange County, Florida and Orange County and approval and execution of Notice of Reservation and Access Easement Agreement by and between Orange County, Florida and The School Board of Orange County for Waterleigh 47-E-4 Horizon West Village - Atwater Bay Elementary. District 1. **(Real Estate Management Division)**

PROJECT:

Waterleigh OCPS Site 47-E-4 Horizon West Village -
Atwater Bay Elementary

PURPOSE: To provide for the donation of road right of way and grant an easement for ingress and egress access for the school site.

ITEM:

Special Warranty Deed
Cost: Donation
Size: 509 square feet

Notice of Reservation (Right-of-Way)
Size: 2,140 square feet

Access Easement Agreement

File #: 24-1448, **Version:** 1

Revenue: None
Size: 1,732 acres

BUDGET: NA

REVENUE: NA

FUNDS: NA

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Parks and Recreation Division
Public Works Department

REMARKS: This action provides for the dedication of road right-of-way from Orange County Public Schools (OCPS) to the County, and for the County to grant an Access Easement Agreement to OCPS for ingress and egress access for the development of Atwater Bay Elementary School in Horizon West. Orange County Public Schools to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 08 2024

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

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

Property Appraiser's Parcel Identification Number:
a portion of 07-24-27-7507-19-001

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

THIS IS A DONATION

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to Florida documentary stamp tax Department of Revenue Rule 12B-4.014(10) F.A.C

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the date signed below, by The School Board of Orange County, Florida, f/k/a The Board of Public Instruction of Orange County, Florida, a public corporate body organized and existing under the Constitution the laws of the State of Florida, whose address is 445 West Ameila Street, Orlando, Florida 32801, GRANTOR, and Orange County, 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, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

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

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name.

"SCHOOL BOARD"

WITNESSES:

[Signature]
Print Name: Martin Cuatrecasas
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

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 20th 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.

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



(Additional signature page to follow)

**SKETCH OF DESCRIPTION
RIGHT-OF-WAY DEDICATION
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 SCH-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:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT SCH-1; THENCE ALONG 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, S89°21'27"W, A DISTANCE OF 52.55 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, N59°23'11"E, A DISTANCE OF 24.20 FEET; THENCE N89°21'27"E, A DISTANCE OF 31.59 FEET TO THE EAST LINE OF SAID TRACT SCH-1; THENCE ALONG SAID EAST LINE OF TRACT SCH-1, S00°37'36"E, A DISTANCE OF 12.09 FEET TO THE POINT OF BEGINNING.


CONTAINING 509 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 RIGHT-OF-WAY DEDICATION.
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.

REVISION: 6 DEC 2023 - ADDRESSED COMMENTS

 <p>LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgepls.com FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p>SKETCH OF DESCRIPTION FOR WELBRO</p>	<p>DATE OF DRAWING: 6 NOV 2023</p> <p>MANAGER: JDH CADD: JAA</p>
	<p>SURVEYOR'S CERTIFICATION</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 align="right">DATE: <i>07/03/2024</i></p> <p>JEFFERY D. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</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: 285012SD1.DWG</p> <p>SCALE: N/A SHEET 1 OF 2</p>

SKETCH OF DESCRIPTION RIGHT-OF-WAY DEDICATION SITE 47-E-W-4

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



LEGEND

- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- P.B. PLAT BOOK
- PG./PGS. PAGE/PAGES
- NAD NORTH AMERICAN DATUM
- NGS NATIONAL GEODETIC SURVEY
- LB LICENSED BUSINESS
- UE UTILITY EASEMENT

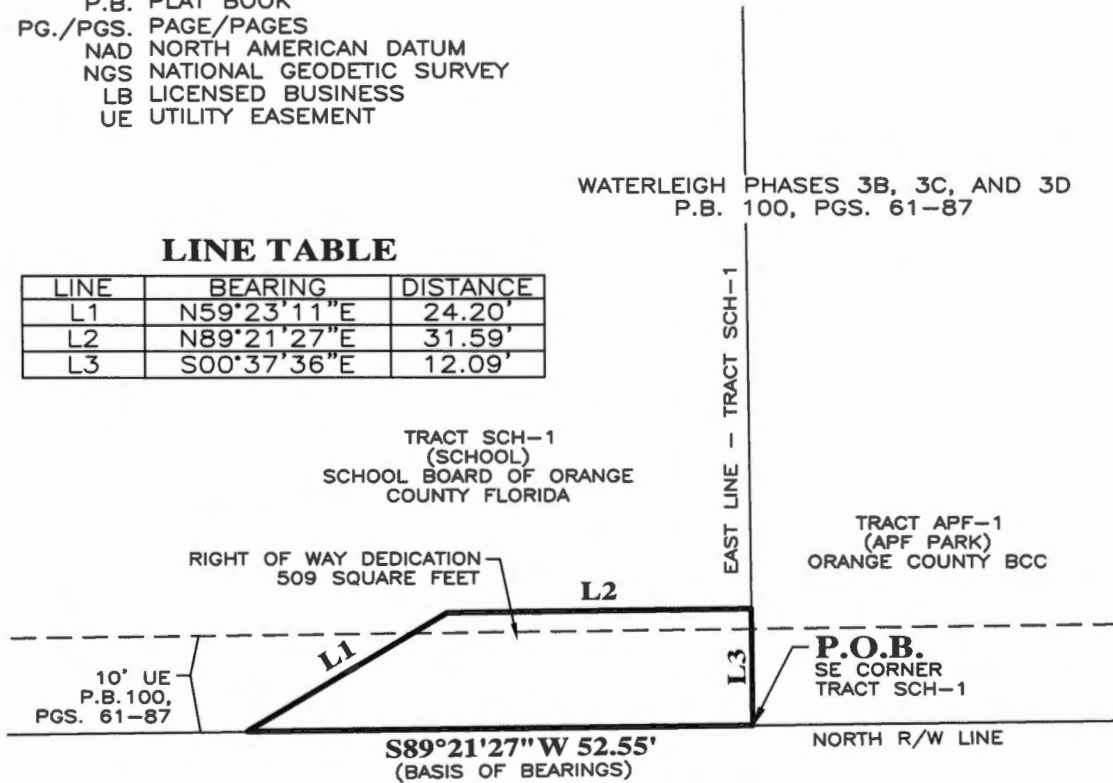
WATERLEIGH PHASES 3B, 3C, AND 3D
P.B. 100, PGS. 61-87

LINE TABLE

LINE	BEARING	DISTANCE
L1	N59°23'11"E	24.20'
L2	N89°21'27"E	31.59'
L3	S00°37'36"E	12.09'

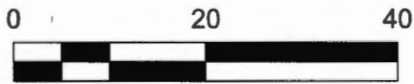
TRACT SCH-1
(SCHOOL)
SCHOOL BOARD OF ORANGE
COUNTY FLORIDA

TRACT APF-1
(APF PARK)
ORANGE COUNTY BCC



ATWATER BAY DRIVE


73' RIGHT OF WAY
PER P.B. 99, PGS. 54-63



GRAPHIC SCALE 1"=20'

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)

REVISION: 6 DEC 2023 - ADDRESSED COMMENTS

 <p style="text-align: center;">LEADING EDGE LAND SERVICES INCORPORATED</p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedges.com</p> <p style="font-size: small;">FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p>SKETCH OF DESCRIPTION FOR WELBRO</p>	<p>DATE OF DRAWING: 6 NOV 2023</p>
	<p>THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN</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: 285012SD1.DWG</p>
		<p>SCALE: 1" = 20' SHEET 2 OF 2</p>
<p>THIS IS NOT A SURVEY</p>		

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 08 2024

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

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

Property Appraiser's Parcel Identification Number:
a portion of 07-24-27-7507-11-661

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

THIS IS A DONATION

NOTICE OF RESERVATION

ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, HEREBY reserves an easement for roadway purposes in perpetuity on the following property:

SEE ATTACHED EXHIBIT "A"

ORANGE COUNTY shall retain its easement interest despite any transfer of fee title.

Dated at Orlando, Florida this OCT 08 2024.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its name by its Board,
acting by the County Mayor, the day and year aforesaid.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 8 October 2024

ATTEST:

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

By: [Signature]
Deputy Clerk

DAVID ROONEY
Printed Name

**SKETCH OF DESCRIPTION
RIGHT-OF-WAY DEDICATION
SITE 47-E-W-4**

Exhibit A

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

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BEGIN 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; THENCE DEPARTING SAID WEST LINE OF TRACT APF-1, N89°21'27"E, A DISTANCE OF 66.89 FEET; THENCE S88°10'39"E, A DISTANCE OF 138.08 FEET; THENCE S75°28'40"E, A DISTANCE OF 17.95 FEET; THENCE N89°18'25"E, A DISTANCE OF 2.37 FEET; THENCE S75°28'40"E, A DISTANCE OF 5.57 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 OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF ATWATER BAY DRIVE, S89°21'27"W, A DISTANCE OF 229.92 FEET TO THE POINT OF BEGINNING.


CONTAINING 2140 SQUARE FEET OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

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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.
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REVISION: 6 DEC 2023 - ADDRESSED COMMENTS

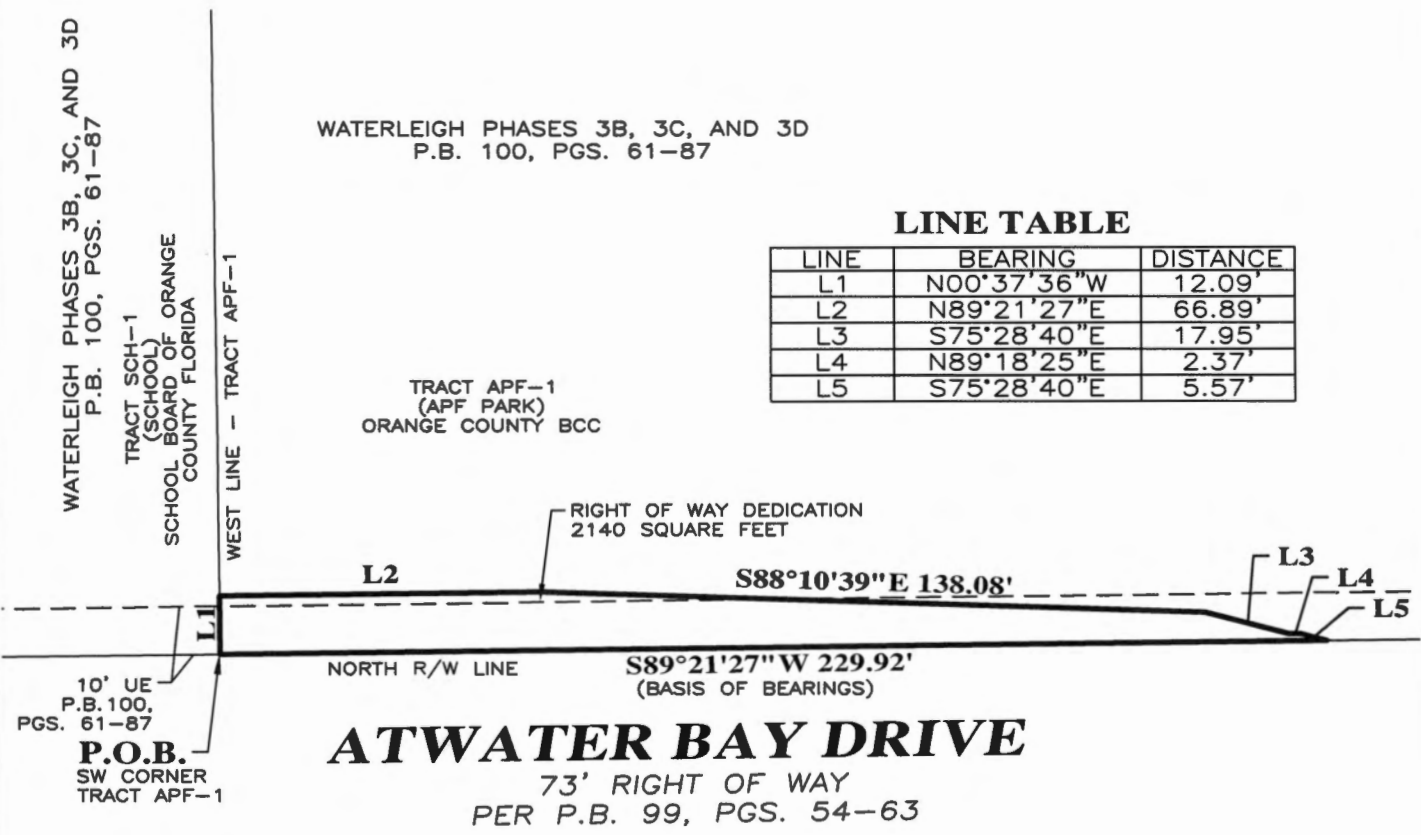
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SKETCH OF DESCRIPTION RIGHT-OF-WAY DEDICATION SITE 47-E-W-4

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

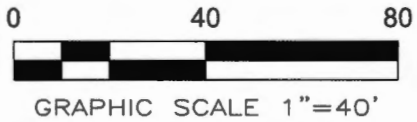
LEGEND

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LINE TABLE

LINE	BEARING	DISTANCE
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L2	N89°21'27"E	66.89'
L3	S75°28'40"E	17.95'
L4	N89°18'25"E	2.37'
L5	S75°28'40"E	5.57'



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	<p>THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN</p> <p style="font-weight: bold;">THIS IS NOT A SURVEY</p>	

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 08 2024

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 (3rd) 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.

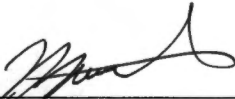
[SIGNATURE PAGES TO FOLLOW]

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


"SCHOOL BOARD"

WITNESSES:

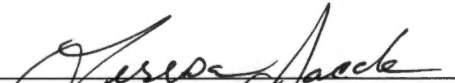
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the constitution and laws of the State of Florida



Print Name: Marilin Gutierrez
445 W. Amelia St., Orlando, Florida 32801



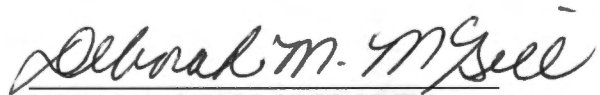
Print Name: Cynthia Gomez
445 W. Amelia St., Orlando, Florida 32801

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 20th 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: _____



“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Bryan Brooks

for Jerry L. Demings
Orange County Mayor

Date: *8 October*, 2024

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

BY:

[Signature]

Deputy Clerk

DAVID ROONEY

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>LEADING EDGE LAND SERVICES INCORPORATED 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>SKETCH OF DESCRIPTION FOR WELBRO</p>	<p>DATE OF DRAWING: 6 NOV 2023</p>
	<p>SURVEYOR'S CERTIFICATION</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 align="right">DATE: 11/07/2023</p> <p>JEFFERY D. HOFIUS 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

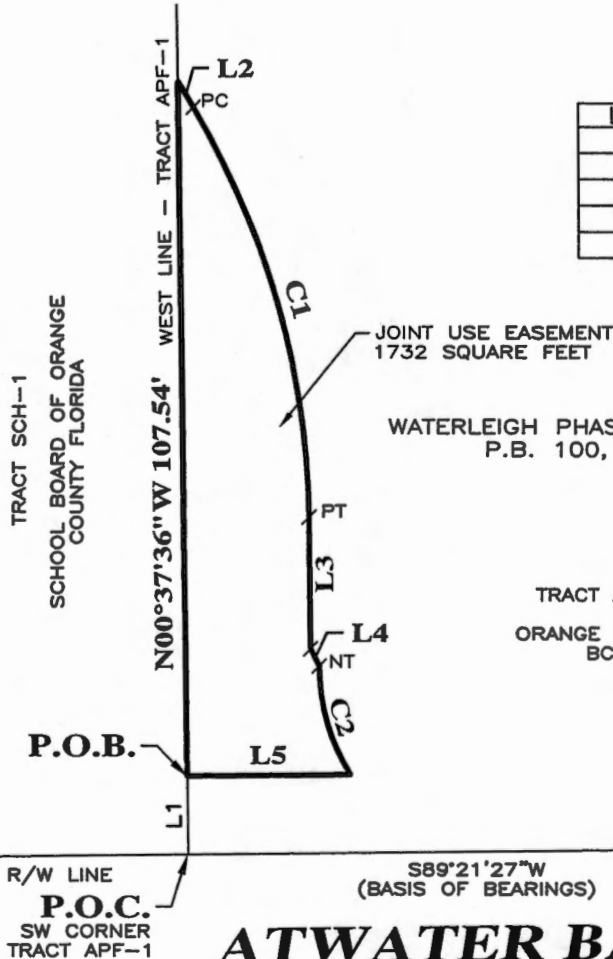
CURVE TABLE

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'



WATERLEIGH PHASES 3B, 3C, AND 3D
P.B. 100, PGS. 61-87

TRACT APF-1
ORANGE COUNTY
BCC

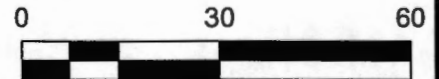
LEGEND

- 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

NORTH R/W LINE
P.O.C. SW CORNER TRACT APF-1
S89°21'27"W
(BASIS OF BEARINGS)

ATWATER BAY DRIVE

73' RIGHT OF WAY
PER P.B. 99, PGS. 54-63



GRAPHIC SCALE 1"=30'

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.leadingedgeels.com

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