



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 7**

**DATE:** April 19, 2024

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

**THROUGH:** Mindy T. Cummings, Manager *MTC*

**FROM:** Sara Solomon, Senior Title Examiner *SS/MTC*

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

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**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 for OCPS Site 65 M-W-4 Horizon West Permit 21-U-128 OCU File #99018. District 1. **(Real Estate Management Division)**

**PROJECT:** OCPS Site 65 M-W-4 Horizon West Permit 21-U-128 OCU File #99018

**PURPOSE:** To provide access for the purpose of constructing a backflow preventer for potable water, fire meter, and any appurtenance thereto including installation, repair, replacement, and maintenance of the same.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 7**  
**April 19, 2024**  
**Page 2 of 2**

**ITEM:** Utility Easement  
Cost: Donation  
Size: 750 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department  
The School Board of Orange County

**REMARKS:** This Utility Easement is in connection with The School Board of Orange County's (OCPS) development of Water Spring Middle School in Horizon West. OCPS, as a condition of their utility permit, is required to give the County an easement. The County is executing this Utility Easement to show acceptance of the terms and conditions.

OCPS to pay recording fees.

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

MAY 07 2024

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: 65-M-4/Water Spring Middle School  
OCU File No. 99018

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 backflow preventer 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: 18-24-27-0000-00-013**  
(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

Cynthia Gomez  
Print Name: Cynthia Gomez  
445 West Amelia  
Orlando, Florida 32801

By: Teresa Jacobs  
Teresa Jacobs, Chair

Janey L. Conner  
Print Name: Janey L. Conner  
445 West Amelia  
Orlando, Florida 32801

STATE OF FLORIDA            )  
  ) s.s.:  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of February, 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.

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



**"GRANTOR"**

**WITNESSES:**

Cynthia Gomez  
Print Name: Cynthia Gomez  
445 West Amelia  
Orlando, Florida 32801

Nancy L. Conover  
Print Name: Nancy L. Conover  
445 West Amelia  
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: Maria F. Vazquez  
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 27<sup>th</sup> day of February, 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.



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

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

Rory A. Salimbene  
Rory A. Salimbene  
Chief Facilities Officer  
Date: 2/13/, 2024

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  
Jad Brewer  
Staff Attorney III, Planning and Real Estate  
Date: Feb. 5, 2024

“GRANTEE”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Bryant Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 7 May, 2024

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

BY:

[Signature]  
Deputy Clerk

DAVID ROONEY  
Printed Name



This instrument prepared by and return original to:

OCPS Real Estate Management  
6501 Magic Way  
Orlando, Florida 32801



**SKETCH OF DESCRIPTION  
UTILITY EASEMENT  
WATER SPRING MIDDLE SCHOOL**

SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
CITY OF HORIZON WEST, ORANGE COUNTY, FLORIDA

PROJECT: OCPS SITE 65 M-W-4 HORIZON WEST # 99018  
PURPOSE OF EASEMENT: FOR PUBLIC BACKFLOW PREVENTER THAT SCHOOL IS CONNECTING TO.  
GROUP: UTILITIES  
COMMISSION DISTRICT: 1

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST, CITY OF HORIZON WEST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THE LANDS CONVEYED BY DEED TO THE SCHOOL BOARD OF ORANGE COUNTY FLORIDA AS DESCRIBED IN DOCUMENT NUMBER 20220123047, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, S00°39'40"W, A DISTANCE OF 299.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WATER SPRINGS BOULEVARD (73.00' WIDTH PUBLIC RIGHT-OF-WAY), WATERLEIGH PHASE 4A, PLAT BOOK 107, PAGES 32-45, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WATER SPRINGS BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 570.23 FEET, A CENTRAL ANGLE OF 02°35'51" AND A CHORD BEARING AND DISTANCE OF N88°27'14"W, 25.85 FEET) FOR AN ARC DISTANCE OF 25.85 FEET; 2) N89°45'09"W, A DISTANCE OF 29.55 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY OF WATER SPRINGS BOULEVARD, S00°11'45"W, A DISTANCE OF 30.00 FEET; THENCE N89°45'09"W, A DISTANCE OF 25.00 FEET; THENCE N00°11'45"E, A DISTANCE OF 30.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF WATER SPRINGS BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF WATER SPRINGS BOULEVARD, S89°45'09"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 0.017 ACRES (750 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 UTILITY 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 WEST LINE OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST BEARS S00°39'40"W.
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: 6/19/2023 - ADDED OCU PROJECT INFORMATION

 <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 FOR CORE CONSTRUCTION</b></p>	<p>DATE OF DRAWING: 5 JUN 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 align="center"><i>Mike Baerhold</i>      DATE: 9-29-2023</p> <p>MIKE BAERHOLD PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5575</p>	<p>MANAGER: JDK      CADD: JAA</p> <p>PROJECT NUMBER: 883-21010</p> <p>FIELD BOOK NUMBER: LE 1726</p> <p>LAST FIELD WORK: 21 MAR 2023</p> <p>CREW CHIEF(S): MM</p> <p>COMPUTER FILE: 883010SD1.DWG</p> <p>SCALE: N/A      SHEET 1 OF 2</p>

# SKETCH OF DESCRIPTION UTILITY EASEMENT WATER SPRING MIDDLE SCHOOL

SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST  
CITY OF HORIZON WEST, ORANGE COUNTY, FLORIDA

PROJECT: OCPS SITE 65 M-W-4 HORIZON WEST # 99018  
PURPOSE OF EASEMENT: FOR PUBLIC BACKFLOW PREVENTER  
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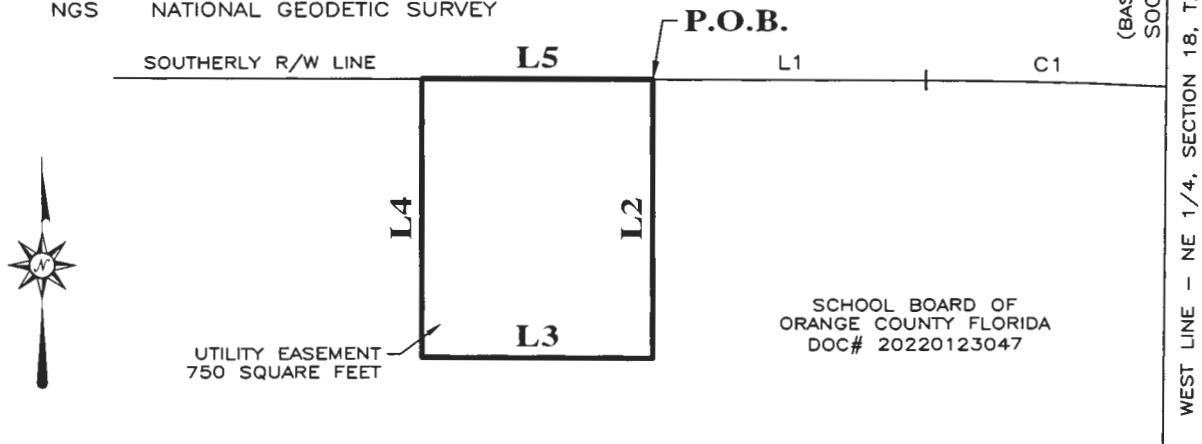
**P.O.C.**  
NORTH 1/4 CORNER  
SECTION 18, T24S, R27E

## LEGEND

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R/W RIGHT OF WAY  
DOC# DOCUMENT NUMBER  
P.B. PLAT BOOK  
PG./PGS. PAGE / PAGES  
T TOWNSHIP  
R RANGE  
LB LICENSED BUSINESS  
NAD NORTH AMERICAN DATUM  
NGS NATIONAL GEODETIC SURVEY

## WATER SPRINGS BLVD.

73.00' WIDTH PUBLIC R/W  
P.B. 107, PGS. 32-45

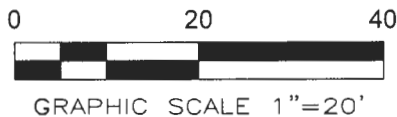


SCHOOL BOARD OF  
ORANGE COUNTY FLORIDA  
DOC# 20220123047

## CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	570.23'	02°35'51"	N88°27'14"W	25.85'	25.85'

## LINE TABLE



LINE	BEARING	DISTANCE
L1	N89°45'09"W	29.55'
L2	S00°11'45"W	30.00'
L3	N89°45'09"W	25.00'
L4	N00°11'45"E	30.00'
L5	S89°45'09"E	25.00'

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: 6/19/2023 -- ADDED OCU PROJECT INFORMATION

<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>SKETCH OF DESCRIPTION FOR CORE CONSTRUCTION</p>	<p>DATE OF DRAWING: 5 JUN 2023</p> <p>MANAGER: JDK      CADD: JAA</p> <p>PROJECT NUMBER: 883-21010</p> <p>FIELD BOOK NUMBER: LE 1726</p> <p>LAST FIELD WORK: 21 MAR 2023</p> <p>CREW CHIEF(S): MM</p> <p>COMPUTER FILE: 883010SD1.DWG</p> <p>SCALE: 1" = 20'      SHEET 2 OF 2</p>
	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREIN</p> </div> <p style="text-align: center; margin-top: 10px;">THIS IS NOT A SURVEY</p>	