

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: 50-H-SE-2 (23-U-006)/Innovation High School
OCU File No. 100430

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 Meter and reclaimed water and irrigation meters, water mains, valves 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 33-23-31-1970-01-000
(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]

“GRANTOR”

WITNESSES:

Marilyn Gutierrez
Print Name: Marilyn Gutierrez
445 West Amelia
Orlando, Florida 32801

Dilsette Zayas
Print Name: Dilsette Zayas
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 14th day of June, 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: May 23, 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
Date: May 23, 2024

“GRANTEE”

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

**SKETCH OF DESCRIPTION
UTILITY EASEMENT
MERIDIAN PARKS HIGH SCHOOL**

SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY, FLORIDA

EXHIBIT A

PROJECT NAME: SITE 50-H-SE-2
PURPOSE: UTILITY EASEMENT
OC PERMIT NUMBER: 23-U-006
SEQUENCE NUMBER: 100430
BUILDING DEPARTMENT PERMIT NUMBERS: BDPN-220824-1272 (MASTER PERMIT)

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, MERIDIAN PARKS HIGH SCHOOL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGES 65-70, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERNMOST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING ALONG THE NORTH LINE OF TRACT B (SIDEWALK/UTILITY) PER SAID PLAT, S51°17'04"W, A DISTANCE OF 97.68 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE NORTH LINE OF SAID TRACT B, S51°17'04"W, A DISTANCE OF 11.97 FEET TO THE EAST LINE OF TRACT B (ORANGE COUNTY UTILITY) PER SAID PLAT; THENCE ALONG SAID EAST LINE, N38°43'57"W, A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID TRACT B; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: 1) S51°17'04"W, A DISTANCE OF 28.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1276.16 FEET, A CENTRAL ANGLE OF 00°30'31" AND A CHORD BEARING AND DISTANCE OF S51°01'48"W, 11.33 FEET) FOR AN ARC DISTANCE OF 11.33 FEET; THENCE DEPARTING SAID NORTH LINE, N38°36'55"W, A DISTANCE OF 19.82 FEET; THENCE N51°18'42"E, A DISTANCE OF 52.00 FEET; THENCE S38°38'23"E, A DISTANCE OF 29.75 FEET TO THE POINT OF BEGINNING.


CONTAINING 1148 SQUARE FEET (0.026 ACRES) 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. THIS IS NOT A SURVEY.
3. 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 DOWDEN ROAD AS RECORDED IN PLAT BOOK 97, PAGES 147-148, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEARS S51°17'04"W.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

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

20 MAY 2024: REVISED OC PERMIT NUMBER
03 MAY 2024: ADDRESSED REVIEW COMMENTS

 <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 CORE CONSTRUCTION</p>	<p>DATE OF DRAWING: 01 APR 2024</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: 05/21/2024</p> <p>JEFFREY D. HOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>MANAGER: JDH CADD: EAC</p> <p>PROJECT NUMBER: 883-22011</p> <p>FIELD BOOK NUMBER: N/A</p> <p>LAST FIELD WORK: N/A</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 883011ESMT.DWG</p> <p>SCALE: N/A SHEET 1 OF 2</p>

**SKETCH OF DESCRIPTION
UTILITY EASEMENT
MERIDIAN PARKS HIGH SCHOOL**
SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST
ORANGE COUNTY, FLORIDA

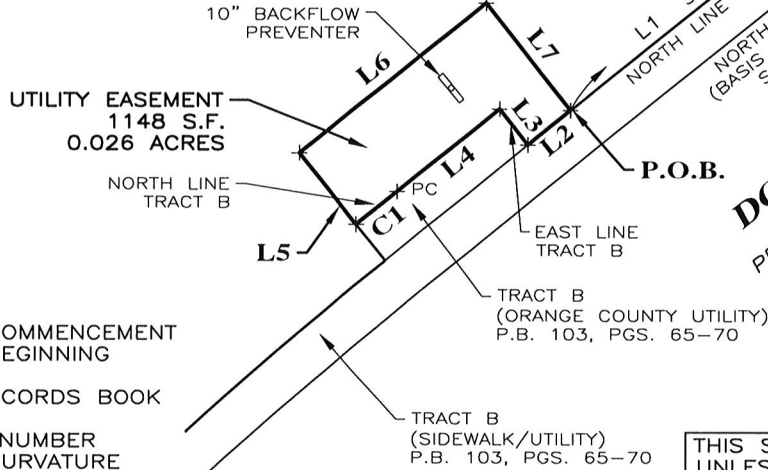
PROJECT NAME: SITE 50-H-SE-2
 PURPOSE: UTILITY EASEMENT
 OC PERMIT NUMBER: 23-U-006
 SEQUENCE NUMBER: 100430
 BUILDING DEPARTMENT PERMIT NUMBERS: BDPN-220824-1272 (MASTER PERMIT)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S51°17'04"W	97.68'
L2	S51°17'04"W	11.97'
L3	N38°43'57"W	10.00'
L4	S51°17'04"W	28.70'
L5	N38°36'55"W	19.82'
L6	N51°18'42"E	52.00'
L7	S38°38'23"E	29.75'

LANDS OF
SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA
DOC# 20210432107

LOT 1
MERIDIAN PARKS HIGH SCHOOL
P.B. 103, PGS. 65-70



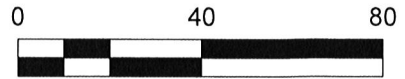
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.B. PLAT BOOK
- O.R. OFFICIAL RECORDS BOOK
- PGS. PAGES
- DOC# DOCUMENT NUMBER
- PC POINT OF CURVATURE
- R/W RIGHT OF WAY
- S.F. SQUARE FEET
- LB LICENSED BUSINESS

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	1276.16'	00°30'31"	S51°01'48"W	11.33'	11.33'



GRAPHIC SCALE 1"=40'

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 OF 2)

20 MAY 2024: REVISED OC PERMIT NUMBER
03 MAY 2024: ADDRESSED REVIEW 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
CORE CONSTRUCTION

THIS IS NOT
A SURVEY

DATE OF DRAWING: 01 APR 2024	
MANAGER: JDH	CADD: EAC
PROJECT NUMBER: 883-22011	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S):	
COMPUTER FILE: 883011ESMT.DWG	
SCALE: 1" = 40'	SHEET 2 OF 2