



Legislation Text

File #: 24-1664, **Version:** 1

Interoffice Memorandum

DATE: October 30, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Juanita Thomas, Senior Title Examiner

CONTACT: 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 47-E-W-4 Elementary (24-U-004) OCU File 101399. District 1. **(Real Estate Management Division)**

PROJECT: OCPS Site 47-E-W-4 Elementary (24-U-004) OCU File 101399

PURPOSE: To provide for access for construction including installation, repair, replacement, maintenance, and reclaimed water management, along with any needed appurtenances, of a master water meter.

ITEM:

Utility Easement

Cost: Donation

Size: 501 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

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 an elementary school. OCPS, as a condition of their utility permit, is required to grant the County the 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
NOV 19 2024

This instrument prepared by and return to:
Jad M. Brewer, Esq.
Orange County Public Schools, Inc.
6501 Magic Way, Bldg 200
Orlando, FL 32809

This is a Donation

Project: Site: 47-E-W-4 Elementary (24-U-004)
OCU File No. 101399

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 Master Water Meter and any appurtenances thereto (the "**Facilities**") including installation, repair, replacement and maintenance of same, with full authority to enter upon, excavate, construct, repair, replace and maintain, as the Grantee and its assigns may deem necessary, under, upon and above the following described lands situate in Orange County, Florida aforesaid, to-wit:

See Attached Exhibit "A"

a portion of tax parcel I.D. Number 07-24-27-7507-19-001
(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:

Rebecca Hernandez
Print Name: [Signature]
445 West Amelia
Orlando, Florida 32801

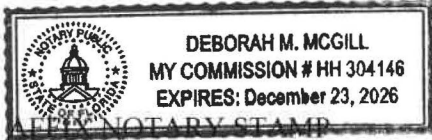
[Signature]
Print Name: Marilyn Gutierrez
445 West Amelia
Orlando, Florida 32801

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: [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 22nd day of July, 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.



[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: July 15, 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

Date: July 15, 2024



"GRANTEE"

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings
for Jerry L. Demings,
Orange County Mayor

Date: *19 November*, 2024

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

BY:

Jennifer Lara-Klimetz
for Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

**SKETCH OF DESCRIPTION
OCPS SITE 47-E-W-4 ELEMENTARY
PERMIT NUMBER 24-U-004
UTILITY EASEMENT**

EXHIBIT A

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 SCHOOL, 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 SCH-1 SCHOOL; THENCE ALONG THE SOUTH LINE OF SAID TRACT SCH-1 SCHOOL AND THE NORTH RIGHT OF WAY OF POINT ROCK DRIVE (VARIABLE WIDTH RIGHT OF WAY) PER PLAT BOOK 100, PAGES 61-87, THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 236.50 FEET, A CENTRAL ANGLE OF 31°07'49" AND A CHORD BEARING AND DISTANCE OF S52°05'34"E, 126.92 FEET) FOR AN ARC DISTANCE OF 128.50 FEET; THENCE ALONG THE NORTH RIGHT OF WAY OF ATWATER BAY DRIVE (73 FOOT RIGHT-OF-WAY) PER PLAT BOOK 100, PAGES 61-87, FOR THE FOLLOWING THREE COURSES: 1) THENCE ALONG A REVERSE CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°36'57" AND A CHORD BEARING AND DISTANCE OF S78°50'08"E, 33.66 FEET) FOR AN ARC DISTANCE OF 36.92 FEET; 2) THENCE N58°51'23"E, A DISTANCE OF 54.24 FEET; 3) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 536.50 FEET, A CENTRAL ANGLE OF 07°57'07" AND A CHORD BEARING AND DISTANCE OF N62°49'57"E, 74.40 FEET) FOR AN ARC DISTANCE OF 74.46 FEET TO THE POINT OF BEGINNING.


THENCE DEPARTING SAID NORTH RIGHT OF WAY N21°35'22"W, A DISTANCE OF 25.19 FEET; THENCE N68°24'38"E, A DISTANCE OF 20.00 FEET; THENCE S21°35'22"E, A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT OF WAY OF ATWATER BAY DRIVE; THENCE ALONG SAID RIGHT OF WAY THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 536.50 FEET, A CENTRAL ANGLE OF 02°08'10" AND A CHORD BEARING AND DISTANCE OF S67°52'35"W, 20.00 FEET) FOR AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.011 ACRES (501 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

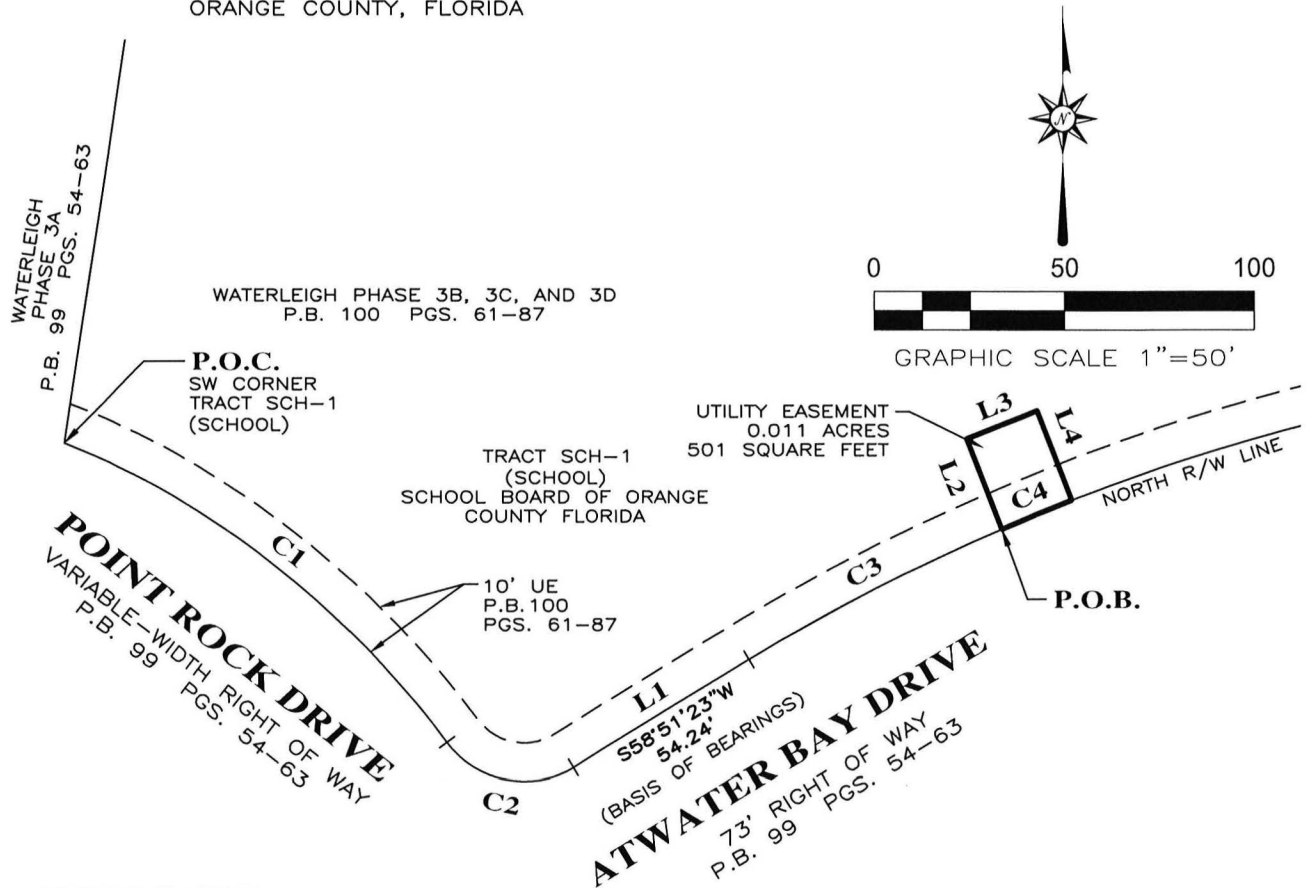
1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A UTILITY EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT OF WAY LINE OF ATWATER BAY DRIVE, WHICH IS RECORDED TO BEAR S58°51'23"W, ACCORDING TO THE PLAT OF WATERLEIGH PHASES 3B, 3C, AND 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</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 WELLBRO</p>	<p>DATE OF DRAWING: 22 MAR 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>DATE: 09/23/2024</p> <p>JEFFREY MOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>MANAGER: JAB CADD: SCL</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):</p> <p>COMPUTER FILE: 285012_SD1.DWG</p> <p>SCALE: N/A SHEET 1 OF 2</p>

**SKETCH OF DESCRIPTION
OCPS SITE 47-E-W-4 ELEMENTARY
PERMIT NUMBER 24-U-004
UTILITY EASEMENT**

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



CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	236.50'	031°07'49"	S52°05'34"E	126.92'	128.50'
C2	25.00'	084°36'57"	S78°50'08"E	33.66'	36.92'
C3	536.50'	007°57'08"	N62°49'58"E	74.40'	74.46'
C4	536.50'	002°08'10"	S67°52'37"W	20.00'	20.00'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N58°51'23"E	54.24'
L2	N21°35'22"W	25.19'
L3	N68°24'38"E	20.00'
L4	S21°35'22"E(NR)	25.00'

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- 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
- NR NON RADIAL

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.leadingedgepls.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
WELLBRO

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

THIS IS NOT A SURVEY

DATE OF DRAWING: 22 MAR 2024	
MANAGER: JAB	CADD: SCL
PROJECT NUMBER: 285-23012	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S):	
COMPUTER FILE: 285012_SD1.DWG	
SCALE: 1" = 50'	SHEET 2 OF 2