



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801-1393

Legislation Text

File #: 26-0072, **Version:** 1

Interoffice Memorandum

DATE: December 22, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Elizabeth Price Jackson, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Corrective Utility Easement between The School Board of Orange County, Florida and Orange County, Florida and authorization to record instrument for OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826. District 1. **(Real Estate Management Division)**

PROJECT: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826

PURPOSE: To restate the language included in a previously approved Utility Easement granted in connection with development.

ITEM:

Corrective Utility Easement

Cost: Donation

Size: 947 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: On October 8, 2019, the Board approved a certain Utility Easement recorded as Orange County Document No. 20190637679 (the "Easement") which was required pursuant to permit approval. It was later identified that the Easement was prepared using an incorrect form.

This action restates the Easement language in its entirety to reflect the correct purposes and uses of the Easement required for development. Grantor to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JAN 13 2026

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

E. Price Jackson, 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 25-23-27-0000-00-034

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826

THIS IS A DONATION

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.

This Corrective Utility Easement is being given to restate in its entirety the language contained within that certain Utility Easement approved by the Orange County Board of County Commissioners on October 8, 2019, and recorded as Orange County Document No. 20190637679. The location of the easement area is unchanged.

CORRECTIVE 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 reclaimed 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
(the "**Easement Area**")

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826

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

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826

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 and Rule 6A-1.0018, F.A.C. "School Safety Requirements and Monitoring," if applicable. Further, Grantee shall comply with all rules or regulations implemented by Grantor in order to comply with the Jessica Lunsford Act and Rule 6A-1.0018, F.A.C. "School Safety Requirements and Monitoring," 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.

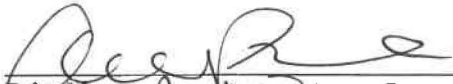
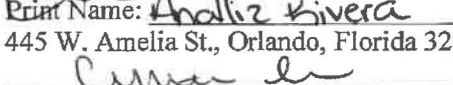
[SIGNATURE PAGES TO FOLLOW]

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826


IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

"GRANTOR"

WITNESSES:

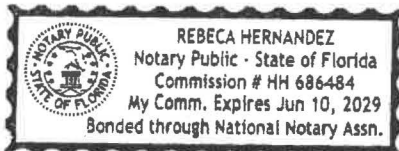

Print Name: Analiz Rivera
445 W. Amelia St., Orlando, Florida 32801

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: 
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 28 day of October, 2025, 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.




AFFIX NOTARY STAMP

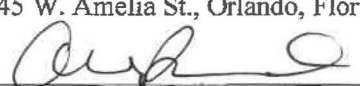

NOTARY PUBLIC OF FLORIDA
Print Name: Rebecca Hernandez
Commission No. HH 686484
Expires: 6/10/29

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826

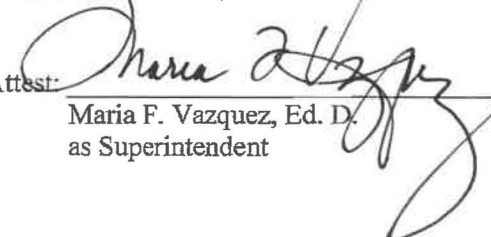
"GRANTOR"

WITNESSES:


 Print Name: Ruth Camacho
 445 W. Amelia St., Orlando, Florida 32801

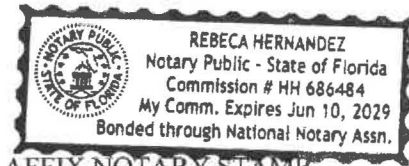

 Print Name: Analiz Rivera
 445 W. Amelia St., Orlando, Florida 32801

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: 
 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 28 day of October, 2025, 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.



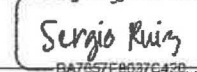
AFFIX NOTARY STAMP


 NOTARY PUBLIC OF FLORIDA
 Print Name: Rebecca Hernandez
 Commission No. HH 686484
 Expires: 6/10/29

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

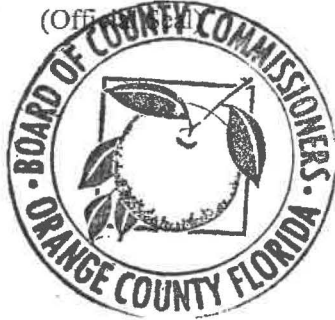
DocuSigned by:

 DFFED8DF4224494...
 Rory A. Salimbene
 Chief Facilities Officer
 Date: 9/29/2025

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.


 BA7557E8037C430...
 Sergio I. Ruiz, Esq.
 Staff Attorney
 Date: 9/29/2025


Approved
 School Board Meeting: October 14, 2025
 Agenda Item: 15.01

Project: OCPS Middle School Site 37-M-SW-4 (18-E-003) #95826



"GRANTEE"


ORANGE COUNTY, FLORIDA
By: Board of County Commissioners


for Jerry L. Demings,
Orange County Mayor

Date: 13 January 2026

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

BY:


Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

SKETCH & LEGAL DESCRIPTION UTILITY EASEMENT SITE 37-M-SW-4 MIDDLE SCHOOL

SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: OCPS MIDDLE SCHOOL SITE 37-M-SW-4
OCU PROJECT NUMBER: 18-E-003
PURPOSE: UTILITY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11030, PAGE 1758 (ALL REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT OS-2, WESTSIDE VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 93, PAGES 16-20; THENCE WITH THE EAST LINE OF SAID TRACT OS-2, N00°36'34"E, A DISTANCE OF 11.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TATTANT BOULEVARD (VARIABLE-WIDTH RIGHT OF WAY); THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, N89°09'37"E, A DISTANCE OF 18.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING WITH SAID SOUTH RIGHT-OF-WAY LINE, N89°09'37"E, A DISTANCE OF 20.01 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S00°36'32"W, A DISTANCE OF 47.62 FEET; THENCE N89°23'28"W, A DISTANCE OF 20.00 FEET; THENCE N00°36'32"E, A DISTANCE OF 47.11 FEET TO THE POINT OF BEGINNING.


CONTAINING 947 SQUARE FEET (0.022 ACRES) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED UTILITY EASEMENT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SKETCH AND LEGAL DESCRIPTION IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE SOUTH RIGHT-OF-WAY LINE OF TATTANT BOULEVARD BEARS N89°09'37"E.
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.
6. SHADED BACKGROUND INFORMATION IS TAKEN FROM THE SITE CONSTRUCTION PLANS AND MAY NOT BE CONSTRUCTED AS SHOWN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

08 JUL 2019: REVISED EASEMENT BOUNDARY

 <p>LEADING EDGE LAND SERVICES INCORPORATED 8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9891 www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p align="center">SKETCH & LEGAL DESCRIPTION FOR WEARTON SMITH, INC.</p> <p align="center">SURVEYOR'S CERTIFICATION</p> <p>I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH AND LEGAL DESCRIPTION IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.</p> <p align="right">DATE: 07/08/2019</p> <p align="center">JEFFREY D. HORTUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	DATE OF DRAWING: 01 MAR 2019	
		MANAGER: JDH	CADD: EAC
		PROJECT NUMBER: 299-18024	
		FIELD BOOK NUMBER: N/A	
		LAST FIELD WORK: N/A	
		CREW CHIEF (S): N/A	
		COMPUTER FILE: 299024ESMT.PRO	
		SCALE: 1" = 20'	SHEET 1 OF 2

SKETCH & LEGAL DESCRIPTION UTILITY EASEMENT SITE 37-M-SW-4 MIDDLE SCHOOL

SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: OCPS MIDDLE SCHOOL SITE 37-M-SW-4
OCU PROJECT NUMBER: 18-E-003
PURPOSE: UTILITY EASEMENT

LINE TABLE

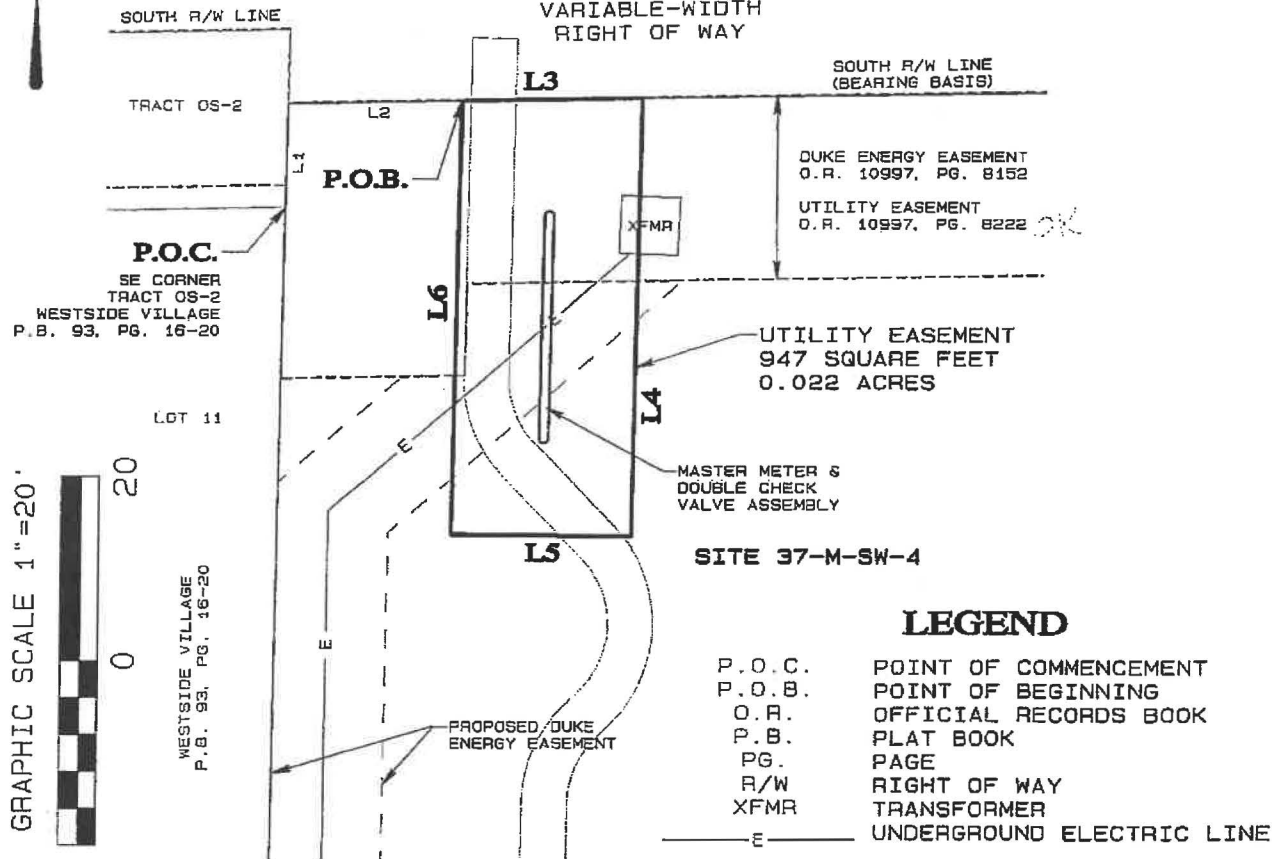
LINE	BEARING	DISTANCE
L1	N00°36'34"E	11.31'
L2	N89°09'37"E	18.87'
L3	N89°09'37"E	20.01'
L4	S00°36'32"W	47.62'
L5	N89°23'28"W	20.00'
L6	N00°36'32"E	47.11'

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



TATTANT BOULEVARD

VARIABLE-WIDTH
RIGHT OF WAY



LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT OF WAY
XFMR TRANSFORMER
—E— UNDERGROUND ELECTRIC LINE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 2)

08 JUL 2019; REVISED EASEMENT BOUNDARY

LEADING EDGE
LAND SERVICES
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
www.leadingedgeands.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH & LEGAL DESCRIPTION
FOR
WHARTON-SMITH, INC.

THIS IS NOT
A SURVEY

DATE OF DRAWING: 01 MAR 2019
MANAGER: JDH CADD: EAC
PROJECT NUMBER: 299-18024
FIELD BOOK NUMBER: N/A
LAST FIELD WORK: N/A
CREW CHIEF(S): N/A
COMPUTER FILE: 299024ESMT.PRO
SCALE: 1" = 20' SHEET 2 OF 2