



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1150, **Version:** 1

Interoffice Memorandum

DATE: July 22, 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 Site 113-H-W-4/Horizon High School. District 1. **(Real Estate Management Division)**

PROJECT: Site 113-H-W-4/Horizon High School OCU File No. 97937 Project No. 20-U-046

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

ITEM:

Utility Easement

Cost: Donation

Size: 2,088 square feet

BUDGET: NA

REVENUE: NA

FUNDS: NA

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 Horizon High School. As a condition of their Utility Permit, OCPS is required to give the County an easement for the master water meter and reclaimed water field. County is executing this Utility Easement to show acceptance of the terms and conditions.

OCPS to pay recording fees.

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

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 13 2024

This is a Donation

Project: Site: 113-H-W-4/Horizon High School
OCU File No. 97937
Project No. 20-U-046

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, reclaimed water 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: 08-24-27-0000-00-011
(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.

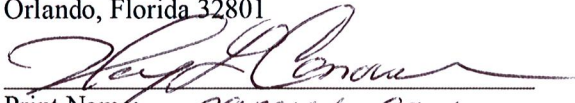
“GRANTOR”

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



Print Name: Martin Eustace
445 West Amelia
Orlando, Florida 32801

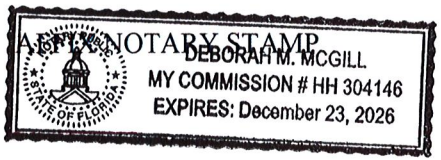
By: 
Teresa Jacobs, Chair


Print Name: Nancy L. Condon
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 30th day of January, 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: _____



“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

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

Attest:
Maria F. Vazquez, Ed.D.
as Superintendent

Print Name: Nancy L. Conover
445 West Amelia
Orlando, Florida 32801

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of JANUARY, 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 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: _____



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

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

DocuSigned by:

DEF6D8DF4224494
Rory A. Salimbene
Chief Facilities Officer
Date: 1/22/2024, 2024

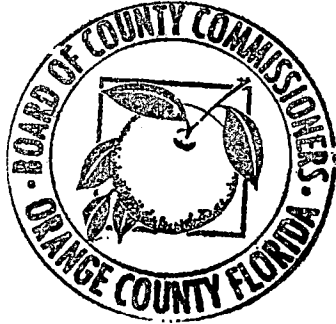
DocuSigned by:

6B803D417781418...
Jad Brewer
Staff Attorney III, Planning and Real Estate
Date: 1/19/2024, 2024

“GRANTEE”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



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

Date: 13 August, 2024

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

BY: Jennifer Lara-Kimetz
Deputy Clerk

Jennifer Lara-Kimetz
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

SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 113-H-W-4 HIGH SCHOOL RELIEF PROJECT
PURPOSE: UTILITY EASEMENT
O.C. PROJECT NUMBER: 20-U-046

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9327, PAGE 367, AND OFFICIAL RECORDS DOCUMENT NUMBER 20190155655, BOTH OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 8; THENCE WITH THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, S00°12'29"W, A DISTANCE OF 30.00 FEET; THENCE S89°50'04"W, A DISTANCE OF 197.71 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9327, PAGE 367; THENCE ALONG THE NORTH LINE OF SAID LANDS, S89°50'04"W, A DISTANCE OF 293.81 FEET TO THE POINT OF BEGINNING;

THENCE S16°06'36"E, A DISTANCE OF 19.34 FEET; THENCE S73°53'24"W, A DISTANCE OF 60.00 FEET; THENCE N16°06'36"W, A DISTANCE OF 36.49 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SEIDEL ROAD (VARIABLE-WIDTH RIGHT OF WAY PER OFFICIAL RECORDS DOCUMENT NUMBERS 20200139630 AND 20200684265, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 2048.64 FEET, A CENTRAL ANGLE OF 1°40'49" AND A CHORD BEARING AND DISTANCE OF N76°50'25"E, 60.08 FEET) FOR AN ARC DISTANCE OF 60.08 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S16°06'36"E, A DISTANCE OF 14.05 FEET TO THE POINT OF BEGINNING.


CONTAINING 2088 SQUARE FEET (0.048 ACRES) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH & LEGAL 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 THE EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, WHICH IS ASSUMED TO BEAR S00°12'29"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.

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

04 JUN 2021: REVISED PER 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 WHARTON SMITH, INC.</p>	<p>DATE OF DRAWING: 21 MAY 2021</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 style="text-align: right;">DATE: 06/09/2021</p> <p>JEFFREY D. TIOFIUS PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6610</p>	<p>MANAGER: JDH CADD: EAC</p> <p>PROJECT NUMBER: 299-19030</p> <p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 299030ESMT7.DWG</p> <p>SCALE: 1" = 40' SHEET 1 OF 2</p>

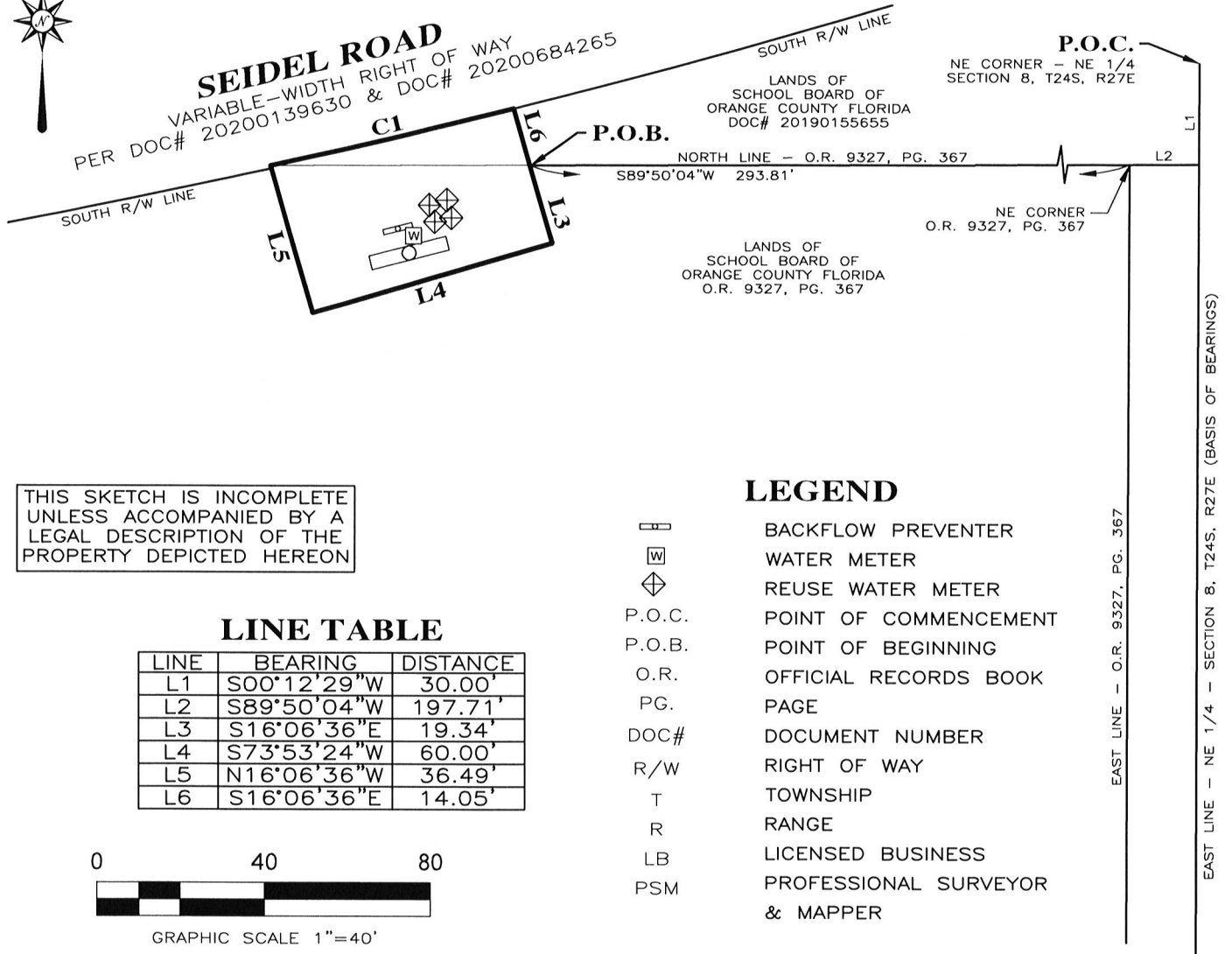
SKETCH OF DESCRIPTION UTILITY EASEMENT

SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PROJECT NAME: SITE 113-H-W-4 HIGH SCHOOL RELIEF PROJECT
PURPOSE: UTILITY EASEMENT
O.C. PROJECT NUMBER: 20-U-046

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2048.64'	1°40'49"	60.08'	N76°50'25"E	60.08'



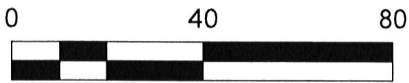
THIS SKETCH IS INCOMPLETE
UNLESS ACCOMPANIED BY A
LEGAL DESCRIPTION OF THE
PROPERTY DEPICTED HEREON

LEGEND

- BACKFLOW PREVENTER
- WATER METER
- REUSE WATER METER
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORDS BOOK
- PG. PAGE
- DOC# DOCUMENT NUMBER
- R/W RIGHT OF WAY
- T TOWNSHIP
- R RANGE
- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR & MAPPER

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°12'29"W	30.00'
L2	S89°50'04"W	197.71'
L3	S16°06'36"E	19.34'
L4	S73°53'24"W	60.00'
L5	N16°06'36"W	36.49'
L6	S16°06'36"E	14.05'



GRAPHIC SCALE 1"=40'

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

04 JUN 2021: REVISED PER REVIEW COMMENTS

<p style="font-size: small;">8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedge.com</p> <p style="font-size: x-small;">FLORIDA LICENSED BUSINESS NUMBER LB 6846</p>	<p>SKETCH OF DESCRIPTION FOR WHARTON-SMITH, INC.</p>	DATE OF DRAWING: 21 MAY 2021 MANAGER: JDH CADD: EAC PROJECT NUMBER: 299-19030 FIELD BOOK NUMBER: LAST FIELD WORK: CREW CHIEF(S): COMPUTER FILE: 299030ESMT7.DWG SCALE: 1" = 40' SHEET 2 OF 2
	THIS IS NOT A SURVEY	