



Orange County Government

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

Legislation Text

File #: 26-0071, **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 Lake Gem Elementary School (18-U-070) OCU File No. 96845. District 2. **(Real Estate Management Division)**

PROJECT:

Lake Gem Elementary School (18-U-070)
OCU File No. 96845

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

ITEM:

Corrective Utility Easement
Cost: Donation
Size: 840 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 December 1, 2020, the Board approved a certain Utility Easement recorded as Orange County Document No. 20200639895 (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 2020

**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 02-22-28-5844-00-430

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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 December 1, 2020, and recorded as Orange County Document No. 20200639895. 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 domestic water meter, irrigation back flow 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
(the "**Easement Area**")

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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

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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.

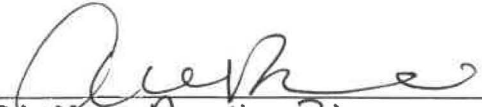
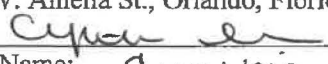
[SIGNATURE PAGES TO FOLLOW]

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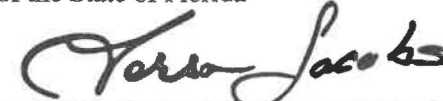
IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed on the dates provided below.

"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.




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

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"GRANTEE"

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



Bryan W. Brooks
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:

Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

UTILITY EASEMENT SKETCH AND DESCRIPTION
LAKE GEM ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-U-070
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

LEGEND

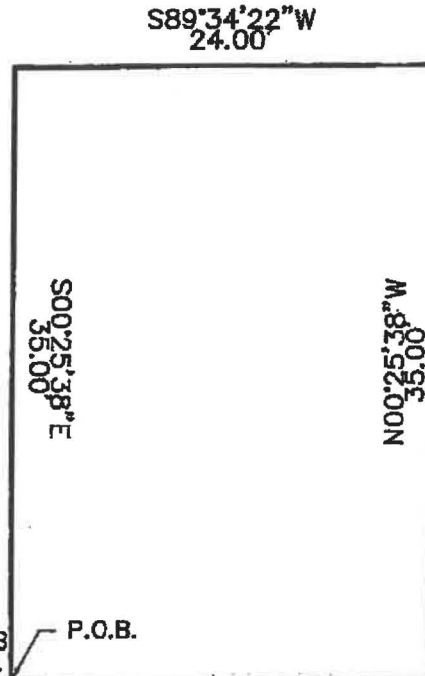
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
SQ. FT. SQUARE FEET
PRM PERMANENT REFERENCE MONUMENT
Δ CENTRAL ANGLE
R RADIUS
L LENGTH
TAN TANGENT
CH CHORD LENGTH
CB CHORD BEARING
☉ CENTERLINE

GRAPHIC SCALE
10 5 0 10
(IN FEET)
1 inch = 10 ft.

NORTH LINE OF
HIAWASSEE OAKS UNIT 4B
PLAT BOOK 28, PAGE 94

P.O.C.
PRM

☉ BLOODHOUND
STREET



NOTES:
PLEASE REFER TO SHEET 2
FOR SURVEY REPORT AND
LEGAL DESCRIPTION

DATE 08-14-19

THIS IS NOT A SURVEY

DRAWN BY: LYB	CHECKED BY: DEM	JOB NO.: W23-13	SHEET 1 OF 2	DRAWING NAME: EASEMENT
John B. Webb & Associates, Inc. CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS 925 S. DENNING DRIVE WINTER PARK, FLORIDA 32789 PH: (407) 622-9322 FAX: (407) 622-9325 EMAIL: WEBBENGRAOL.COM			THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 55-17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027, FLORIDA STATUTES. DEAN E. MOSLOW, PSM PROFESSIONAL SURVEYOR AND MAPPER #6058 STATE OF FLORIDA NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

UTILITY EASEMENT SKETCH AND DESCRIPTION
LAKE GEM ELEMENTARY SCHOOL
O.C.U. PROJECT NUMBER: 18-U-070
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION FOR UTILITY EASEMENT:

A PORTION OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE OF BLOODHOUND STREET AND THE NORTH LINE OF THE PLAT OF HIAWASSEE OAKS UNIT 4B, PER PLAT BOOK 28, PAGE 94 OF THE ORANGE COUNTY RECORDS, FLORIDA; THENCE N89°34'22"E ALONG SAID NORTH LINE FOR A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N89°34'22"E A DISTANCE OF 24.00 FEET; THENCE N00°25'38"W A DISTANCE OF 35.00 FEET; THENCE S89°34'22"W A DISTANCE OF 24.00 FEET; THENCE S00°25'38"E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.02 ACRES (840 SQUARE FEET) MORE OR LESS.

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF HIAWASSEE OAKS UNIT 4B PLAT PER PLAT BOOK 28, PAGE 94 OF ORANGE COUNTY RECORDS, FLORIDA WITH AN ASSUMED BEARING N89°34'22"E.
2. THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO RECORDS PROVIDED BY THE CLIENT, AND TO EXISTING FIELD MONUMENTATION.
3. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
4. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED OR UN-RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. CERTIFICATE OF AUTHORIZATION #3763.

DATE: 08-14-19

DRAWN BY: LYB	CHECKED BY: DEM	JOB NO.: W23-13	SHEET: 2	DRAWING NAME: EASEMENT
John B. Webb & Associates, Inc. CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS 925 S. DENNING DRIVE WINTER PARK, FLORIDA 32789 PH: (407) 622-9322 FAX: (407) 622-9325 EMAIL: WEBBENGRAOL.COM			THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAP. 6J-17.052(5), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SEC. 472.027, FLORIDA STATUTES. DEAN E. MOSLOW, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER #5058 STATE OF FLORIDA NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	