





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: March 23, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL AND EXECUTION OF EASEMENT AND
MAINTENANCE AGREEMENT BETWEEN ORANGE COUNTY
AND THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of access
improvements upon county-owned land.

ITEM: Easement and Maintenance Agreement
Revenue: None
Size: 25,210.14 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division
Risk Management Division

REMARKS:

The Orange County School Board ("OCSB") is designing an elementary school site ("School") adjacent to a proposed Orange County ("County") park site ("Park") in the Lake Reams neighborhood of Horizon West. In order to improve access to the School, OCSB has requested County to execute this Easement and Maintenance Agreement to provide ingress and egress for pedestrian and vehicular traffic, including bus traffic, over the Park. OCSB shall have the right to design, engineer, permit, construct, develop and maintain driveways, roadways, sidewalks, or other vehicular or pedestrian infrastructure or improvements within the access easement area.

County has the right to review and approve the construction drawings for the access improvements. Construction of the improvements within the access easement area by OCSB shall be at OCSB's sole cost and expense. OCSB, at its sole cost and expense, shall maintain and replace the access easement area and any improvements installed thereon.

This item will be pulled from the Consent Agenda for consideration with the associated substantial change request public hearing for Lake Reams Neighborhood Center Planned Development/Land Use Plan, Case #CDR-17-10-312.

OCSB to pay recording fees.

This document was prepared by and return to:
Laura L. Kelly
The School Board of Orange County, Florida
6501 Magic Way Blvd., Suite 200
Orlando, Florida 32809

Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

Property Appraiser's Parcel ID No: a portion of 06-24-28-0000-00-014

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter, the “**Agreement**”) is made and entered as of the Effective Date (hereinafter defined), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (“**County**”), and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the constitution and laws of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801 (“**School Board**”).

WITNESSETH:

WHEREAS, School Board is the fee simple owner of approximately 13.5 acres of real property lying in unincorporated east Orange County, Florida more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (“**School Property**”);

WHEREAS, the County is the fee simple owner of approximately 6.5 acres of real property contiguous to the School Property lying in unincorporated Orange County, Florida, more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“**Park Property**”);

WHEREAS, in order for School Board to develop the School Property as an educational facility, it is necessary for School Board to obtain an access easement over the Park Property as more particularly depicted in **Exhibit “C”** attached hereto and incorporated herein by reference (“**Access Easement Area**”); and

WHEREAS, School Board and the County have agreed to the establishment of the easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

NOW THEREFORE, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the School Board hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Access Easement.**

a. **Grant of Access Easement.** County does hereby grant, bargain, sell, release, convey, and confirm unto the School Board for the benefit of the School Property a non-exclusive perpetual easement and right-of-way for the purpose of providing ingress and egress for pedestrian and vehicular traffic to the School Property, including, without limitation, bus traffic, in, upon, over, through and across that certain real property more particularly depicted in **Exhibit “C”** attached hereto and incorporated herein

by reference, and the right to construct, reconstruct, or reconfigure ingress and egress facilities therein (collectively, the “**Access Easement**”). School Board shall have the right to design, engineer, permit, construct, develop and maintain driveway, roadways, sidewalks, or other vehicular or pedestrian infrastructure or improvements within the Access Easement in accordance with the conceptual plan attached hereto as **Exhibit “D”** and incorporated herein by reference (collectively, “**Access Improvements**”). School Board shall utilize the Access Easement in compliance with any and all governmental permits or regulations. The foregoing Access Easement shall be appurtenant to and for the benefit of the School Property.

b. **Construction of Access Improvements.** Any Access Improvements approved by the owner of the Park Property and installed by School Board within the Access Easement shall be installed at the School Board’s sole cost and expense. School Board shall be solely responsible for all work performed in the Access Easement Area by School Board, its employees, contractors, subcontractors, laborers, consultants and agents, and such work shall be undertaken in a safe and prudent manner. The initial construction of the Access Improvements shall be undertaken during the construction of the educational facility on the School Property. Prior to the commencement of any construction activities on the Access Improvements within the Access Easement Area, School Board shall deliver to the County detailed construction drawings of the Access Improvements for review and approval (“**Access Construction Drawings**”), which approval shall not be unreasonably withheld, conditioned or delayed. County shall have thirty (30) days from receipt of the Access Construction Drawings from School Board to review the Access Construction Drawings and either approve or provide written objections to the Access Construction Drawings. School Board shall submit any material changes to the Access Construction Drawings for the Access Improvements to County for review and approval in accordance with the terms hereof.

c. **Termination of Access Easement.** School Board may, at its option, remove the materials comprising the Access Improvements installed and maintained by School Board with one hundred eighty (180) days prior written notice to owner of the Park Property, in which event, School Board shall return the Park Property to its original state as it existed prior to the effective date of this Agreement and shall execute and record a written termination of easement in the public records of Orange County, Florida. In the event of damage to or destruction of all or a portion of the Park Property due to such removal, School Board at its sole cost and expense, shall return the Park Property and replace any improvements located on the Park Property to the condition as they existed immediately prior to such damage or destruction by the School Board and to the reasonable satisfaction of the owner of the Park Property. If the Access Improvements are replaced, the provisions of this Agreement shall remain in full force and effect, including the School Board’s obligation to maintain said Access Improvements.

3. **Maintenance of the Easement Area.** School Board, at its sole cost and expense, shall maintain and replace, to the extent necessary, the Access Easement Area and any Access Improvements located thereon that the County constructs or installs in the Access Easement in (i) a good state of repair and condition and (ii) accordance with all applicable governmental regulations. In the event County disturbs or damages the Access Improvements or any other areas within the Easement Area restricting pedestrian or vehicular ingress or egress to the School Property, County shall, at its sole cost and expense, repair and replace the Access Improvements and any other disturbed areas in the Access Easement Area to the reasonable satisfaction of School Board.

4. **Non-Disturbance of Easement Rights.** Except as otherwise provided in this Agreement, the parties hereto agree not to build, construct or place any buildings, structures, barriers and fill or other hindrances in any easement granted herein other than the intended facility or Access Improvements, and not to in any way materially modify or change the lands encumbered by the foregoing Access Easement in a manner that would disturb or interfere with the proper construction, operation or maintenance of such

Access Easement.

5. **Compliance with all Legal Rules.** School Board shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances and regulations of the federal government and its agencies, the State of Florida, and Orange County, unless otherwise agreed between the County and School Board.

6. **Indemnification.** Each party agrees to indemnify and hold harmless the other parties, their officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of another party.

7. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3rd) day following its deposit in a regularly maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

County: Orange County Real Estate Management Division
Attn: Manager
P. O. Box 1393
Orlando Florida 32802-1393
Telephone: (407) 836-7070
Facsimile: (407) 836-5969

With a copy to: Orange County Parks and Recreation Division
Attn: Manager
4801 West Colonial Drive
Orlando, Florida 32808
Telephone: (407) 836-6200
Facsimile: (407)

School Board: Orange County School Board
Real Estate Management 6501
Magic Way Blvd, Bldg. 200
Orlando, Florida 32809
Telephone: (407) 317-3700
Facsimile: (407) 217-3751

With a copy to: Orange County School Board
Educational Leadership Center
Legal Services
445 West Amelia Street
Orlando, Florida 32801
Telephone: (407) 317-3700
Facsimile: (407) 217-3751

8. **Miscellaneous Provisions.**

a. **No Other Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. **Binding Effect.** This Agreement shall be binding on the parties, and upon all entities operating for or on behalf of the parties pursuant to this Agreement. The covenants, easements, terms and conditions set forth in this Agreement shall attach to and run with the Park Property and School Property, and are binding upon the parties hereto.

c. **Governing Law; Venue.** The Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall not be modified and/or terminated and any purported modification and/or termination hereof shall not be effective, unless in writing and signed by the party to be charged and in accordance with the terms and conditions set forth herein.

e. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

f. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall be responsible for their own reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, on appeal, or in any administrative, arbitration, mediation, or bankruptcy proceeding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, including electronic or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

h. **Effective Date.** The effective date of this Agreement shall be effective upon which the last of the parties hereto executes this Agreement ("**Effective Date**").

i. **Non-Waiver.** The failure of any party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

j. Approvals Required. The parties agree that this Agreement regarding the School Property shall not be construed as, nor implied to be, an approval of, or acquiescence to, any necessary rezoning, change in land use nor any other approval relating to the School Property, and the County shall not be construed by reason of entering into this Agreement to have made any such finding, or recommendation or to have waived any right of the County or to have been estopped from asserting any rights or responsibilities it may have in such regard. School Board agrees to make no assertions implying the County approval of, or acquiescence to, land use changes relating to the School Property by reason of the negotiations, existence or execution of this Agreement relating to the School Property.

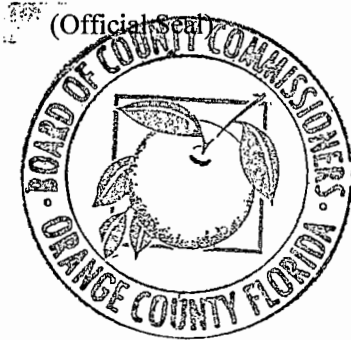
k. Recording. School Board shall, at its sole cost and expense, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

9. Non-Substantial Amendments to Agreement. This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent's designee the authority to amend this Agreement or provide any consent, notice of extension and execute any and all documents required hereunder, without formal School Board approval, provided such amendment does not substantially alter or modify the terms herein. If, in the sole judgment of School Board, such amendment does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations.

[SIGNATURE PAGES TO FOLLOW]

Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year last written below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Tu Orange County Mayor

DATE: 4.10.18

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

BY: *Katie Smith*
Deputy Clerk **Katie Smith**

Printed Name

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

**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.

Witnesses:

Susan Adams
Printed Name: Susan Adams

Maneliz Pagan
Printed Name: Maneliz Pagan

By: *William E. Sublette*
William E. Sublette,
as its Chairman

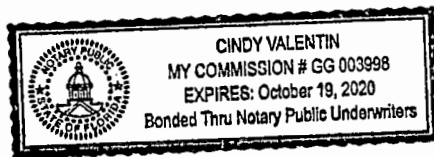
Date: 1-25-18

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of January, 2018 by William E. Sublette, as Chairman of 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, on behalf of the School Board. He is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)

Cindy Valentin
Notary Public
Print Name: Cindy Valentin
Serial Number: _____
My Commission Expires: 10/19/2020



[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

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.

Maricela Pagan
Printed Name: Maricela Pagan

Susan Barkhill
Printed Name: Susan Barkhill

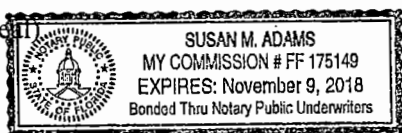
By: *Barbara M. Jenkins*
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: 1-26-18

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 26th day of January 2018, by Barbara M. Jenkins, Ed.D., as Superintendent of 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, on behalf of the School Board. She is personally known to me or has produced _____ (type of identification) as identification.

(Notary Seal)



Susan Adams
Notary Public
Print Name: Susan Adams
Serial Number: _____
My Commission Expires: _____

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

John T. Morris
John T. Morris
Chief Facilities Officer

Date: 1/24/18

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

Laura L. Kelly
Laura L. Kelly, Esquire

Date: Jan-23, 2018

EXHIBIT "A" School Property
Orange County Property Appraiser's Parcel Id. No. 06-24-28-0000-00-016

SHEET 1 OF 2

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (APF / Elementary School):

A portion of land lying in Section 1, Township 24 South, Range 27 East and in Section 6, Township 24 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of aforesaid Section 1, also being the Northwest corner of the Northwest 1/4 of aforesaid Section 6; thence run South 89°57'43" East along the North line of the Northwest 1/4 of said Section 6 for a distance of 660.85 feet to the Northeast corner of the West 1/4 of said Northwest 1/4; thence departing said North line run South 00°02'42" West along the East line of said West 1/4 for a distance of 358.44 feet to the POINT OF BEGINNING; thence continuing along said East line run South 00°02'42" West for a distance of 965.81 feet; thence departing said East line run North 89°57'28" West for a distance of 613.27 feet to a point on a line 50.00 foot East of and parallel to the East line of aforesaid Northeast 1/4 of Section 1, also being the West line of aforesaid Northwest 1/4 of Section 6; thence run North 00°08'59" East along said parallel line for a distance of 735.08 feet to a point of curvature of a curve concave Southeasterly and having a radius of 25.00 feet; thence run Northwesterly along said curve through a central angle of 47°24'25" for an arc distance of 20.69 feet to a point of tangency; thence run North 47°15'25" West for a distance of 59.71 feet; thence run North 42°44'35" East for a distance of 233.79 feet; thence run South 89°57'28" East for a distance of 505.32 feet to aforesaid POINT OF BEGINNING.

Contains 13.500 acres, more or less.



16 East Plant Street
Maitland, Florida 32751 • (407) 854-5355

SURVEYOR'S NOTES:

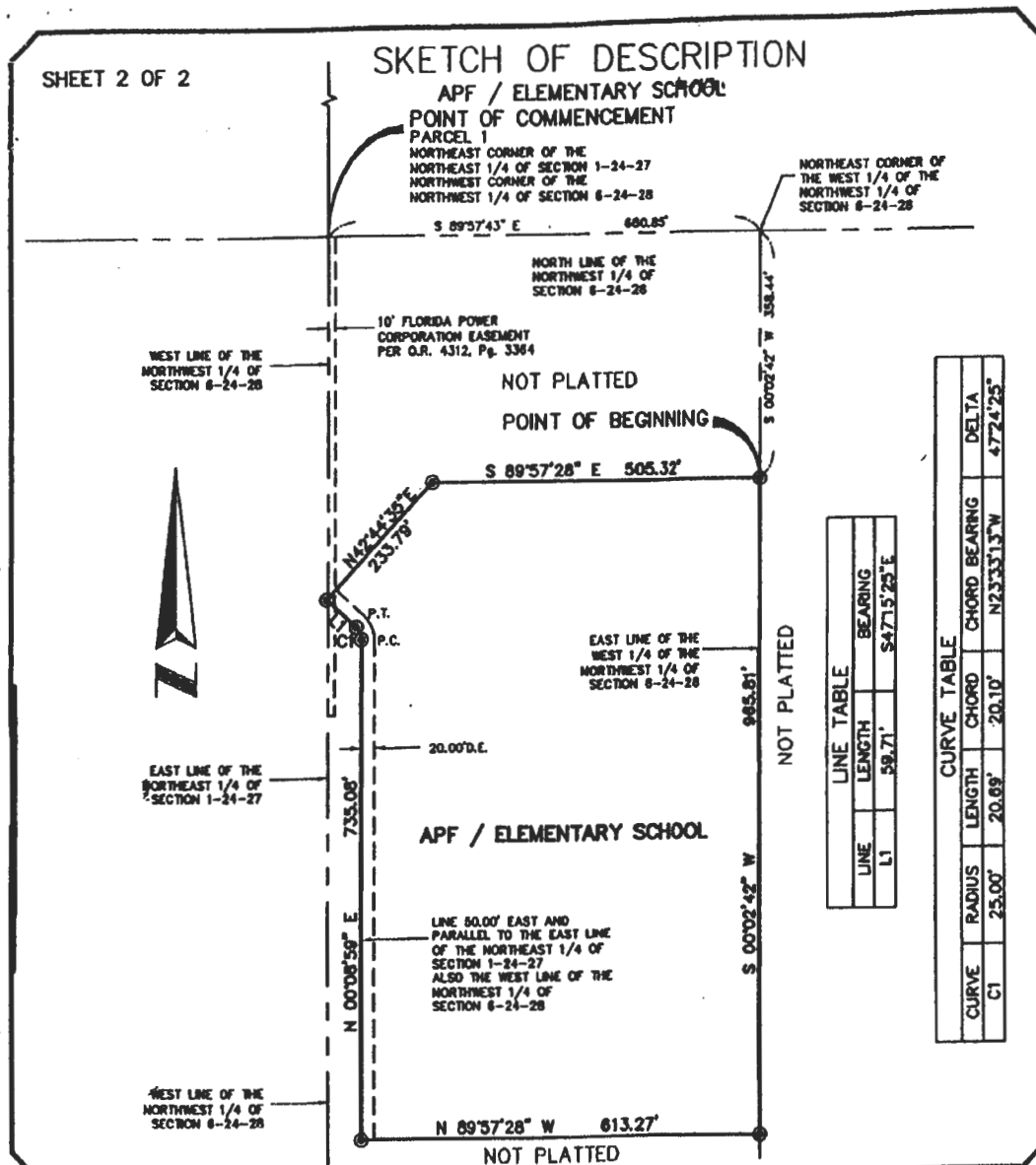
THIS IS NOT A SURVEY.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATA, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 8-24-28 AS BEING SOUTH 89°57'43" EAST, FOR ANGULAR DESIGNATION ONLY.

JOB NO. 97258
DATE: 09-30-03
SCALE: 1" = 200 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 6723 BY:


GERALD R. JOHNSTON P.S.M. # 5570



THIS IS NOT A SURVEY:

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- C DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 87258
DATE: 08-30-03
SCALE: 1" = 200 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: JLR

EXHIBIT "B" Park Property
Orange County Property Appraiser's Parcel Id. No. 06-24-28-0000-00-014

SHEET 1 OF 2 SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (APF / Park):

A portion of land lying in Section 1, Township 24 South, Range 27 East and in Section 6, Township 24 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northeast corner of the Northeast 1/4 of aforesaid Section 1, also being the Northwest corner of the Northwest 1/4 of aforesaid Section 6; thence run South 89°57'43" East along the North line of said Northwest 1/4 for a distance of 660.85 feet to the Northeast corner of the West 1/4 of said Northwest 1/4; thence departing said North line run South 00°02'42" West along the East line of said West 1/4 for a distance of 358.44 feet; thence departing said East line run North 89°57'28" West for a distance of 505.32 feet; thence run South 42°44'35" West for a distance of 233.79 feet; thence run North 47°15'25" West for a distance of 234.25 feet to a point on a non tangent curve concave Southeasterly and having a radius of 3605.55 feet; thence from a tangent bearing of North 41°45'26" East run Northeasterly along said curve through a central angle of 1°58'20" for an arc distance of 124.10 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 320.45 feet; thence run Northeasterly along said curve through a central angle of 39°39'40" for an arc distance of 221.82 feet to a point; thence run North 00°01'33" East for a distance of 81.29 feet to a point on the North line of the Northeast 1/4 of aforesaid Section 1; thence run North 89°49'31" East along said North line for a distance of 3.11 feet to aforesaid POINT OF BEGINNING.

Contains 6.500 acres, more or less.



16 East Plant Street
Orlando, Florida 32807 • (407) 851-5325

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

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

BEARINGS SHOWN HEREON ARE BASED ON ASSUMED DATUM, THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6-24-28 AS BEING SOUTH 89°57'43" EAST, FOR ANGULAR DESIGNATION ONLY.

JOB NO. 97258

DATE: 08-30-03

SCALE: 1" = 150 FEET

FIELD BY: N/A

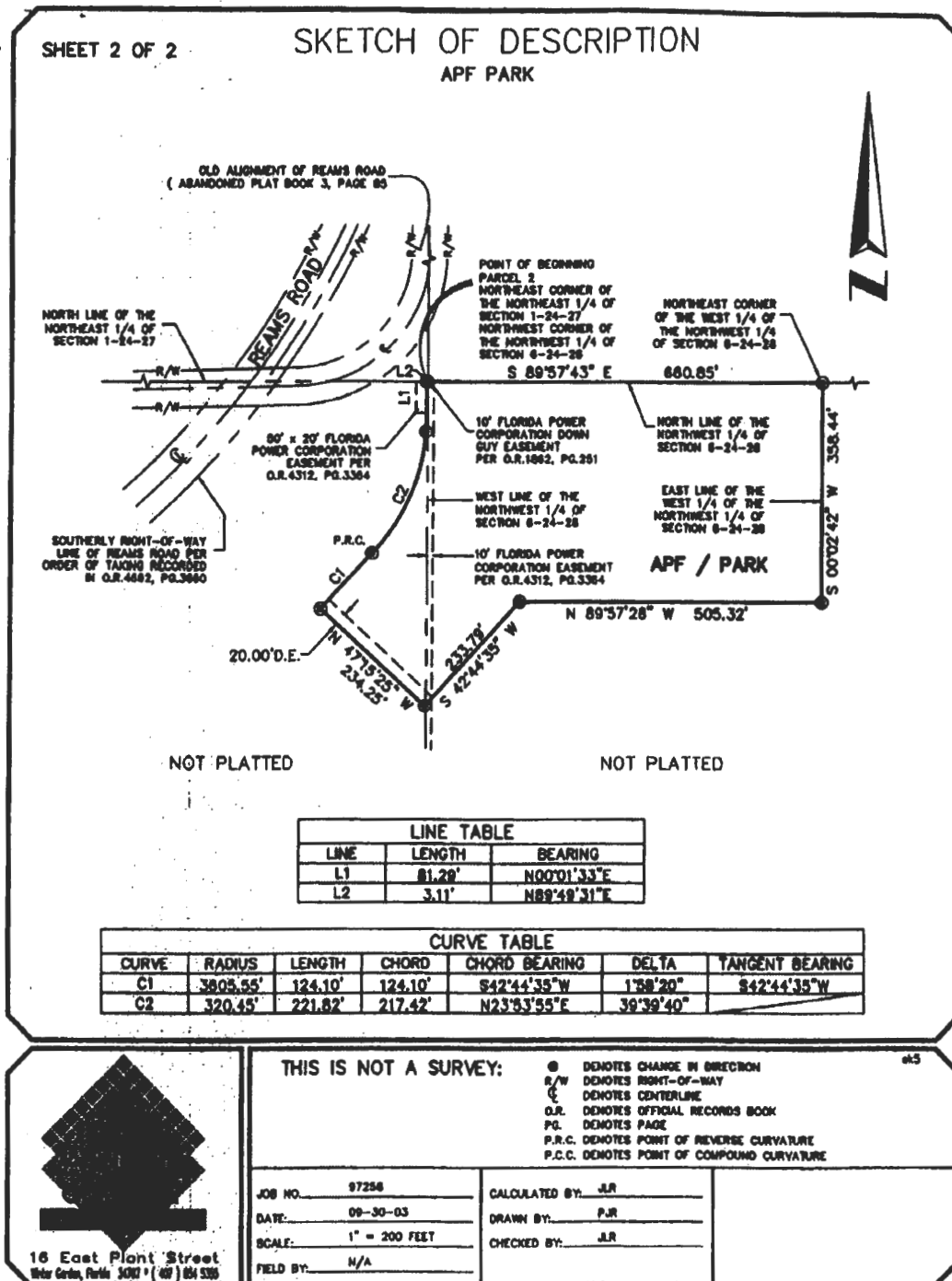
CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: JLR

FOR THE LICENSED BUSINESS # 8723 BY:

GERALD MCJOHNSTON P.S.M. # 8670



Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

EXHIBIT “C”
Access Easement

SKETCH AND LEGAL DESCRIPTION

ACCESS EASEMENT

LEGAL DESCRIPTION: ACCESS EASEMENT

THAT PORTION OF LAND SITUATED IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THOSE LANDS, (PARK SITE), AS DESCRIBED IN OFFICIAL RECORDS BOOK 07172 AT PAGE 4617 OF ORANGE COUNTY RECORDS, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THATCHER AVENUE AS SHOWN ON THE PLAT "MABEL BRIDGE PHASE 3 - A REPLAT" AS RECORDED IN PLAT BOOK 77, PAGES 1-6 IN SAID ORANGE COUNTY RECORDS; THENCE SOUTH 00°02'42" WEST ALONG THE EAST LINE OF SAID (PARK SITE) AND ALONG THE WEST LINE OF "TRACT P-4" PARK AS SHOWN ON SAID PLAT "MABEL BRIDGE PHASE 3 - A REPLAT" FOR A DISTANCE OF 358.44 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS, (SCHOOL SITE), AS RECORDED IN OFFICIAL RECORDS BOOK 07172 AT PAGE 4621 OF SAID ORANGE COUNTY RECORDS; THENCE ALONG SAID NORTHERLY LINE, AND ALONG THE SOUTHERLY LINE OF SAID (PARK SITE) NORTH 89°57'28" WEST FOR A DISTANCE OF 69.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, NORTH 00°02'42" EAST ALONG A LINE 69.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID (PARK SITE) FOR A DISTANCE OF 318.69 FEET TO A POINT, THENCE NORTH 31°07'29" WEST FOR A DISTANCE OF 46.45 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SAID THATCHER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 89°57'43" EAST FOR DISTANCE OF 93.04 FEET TO THE THE POINT OF BEGINNING.

SAID LANDS CONTAINING 25210.14 SQUARE FEET, (0.579 ACRES) MORE OR LESS.

LANDS SUBJECT TO RIGHTS-OF-WAYS, EASEMENTS OR RESTRICTIONS ON RECORD IF ANY.

NOTES:

1. Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. Lands shown hereon were not abstracted for rights of way, easements, ownership, and/or other instruments of record.
3. Revisions do not constitute a recertification of the existing field conditions of this survey.
4. Bearings shown hereon are based on the Southerly right-of-way line of Thatcher Avenue calculated to bear S89°57'43"E as referenced heron.
5. The description shown hereon was prepared by the surveyor.

THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION IN DECEMBER 19, 2017. I FURTHER CERTIFY THAT THIS THIS SKETCH AND DISCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027.

SKETCH AND LEGAL DESCRIPTION
NOT A SURVEY



402 S. NORTHLAKE BLVD., SUITE 1004
ALTAMONTE SPRINGS, FLORIDA 32701
(407) 629-7144
LICENSED BUSINESS 7975

DRAWN BY:

BE

CHECKED BY:

IH

REVISIONS:

REVISED TO ADDRESS COMMENTS - 01/02/2018

SKETCH OF DESCRIPTION
ACCESS EASEMENT
JOB NUMBER: 06238-001-05

DATE: 1/12/18

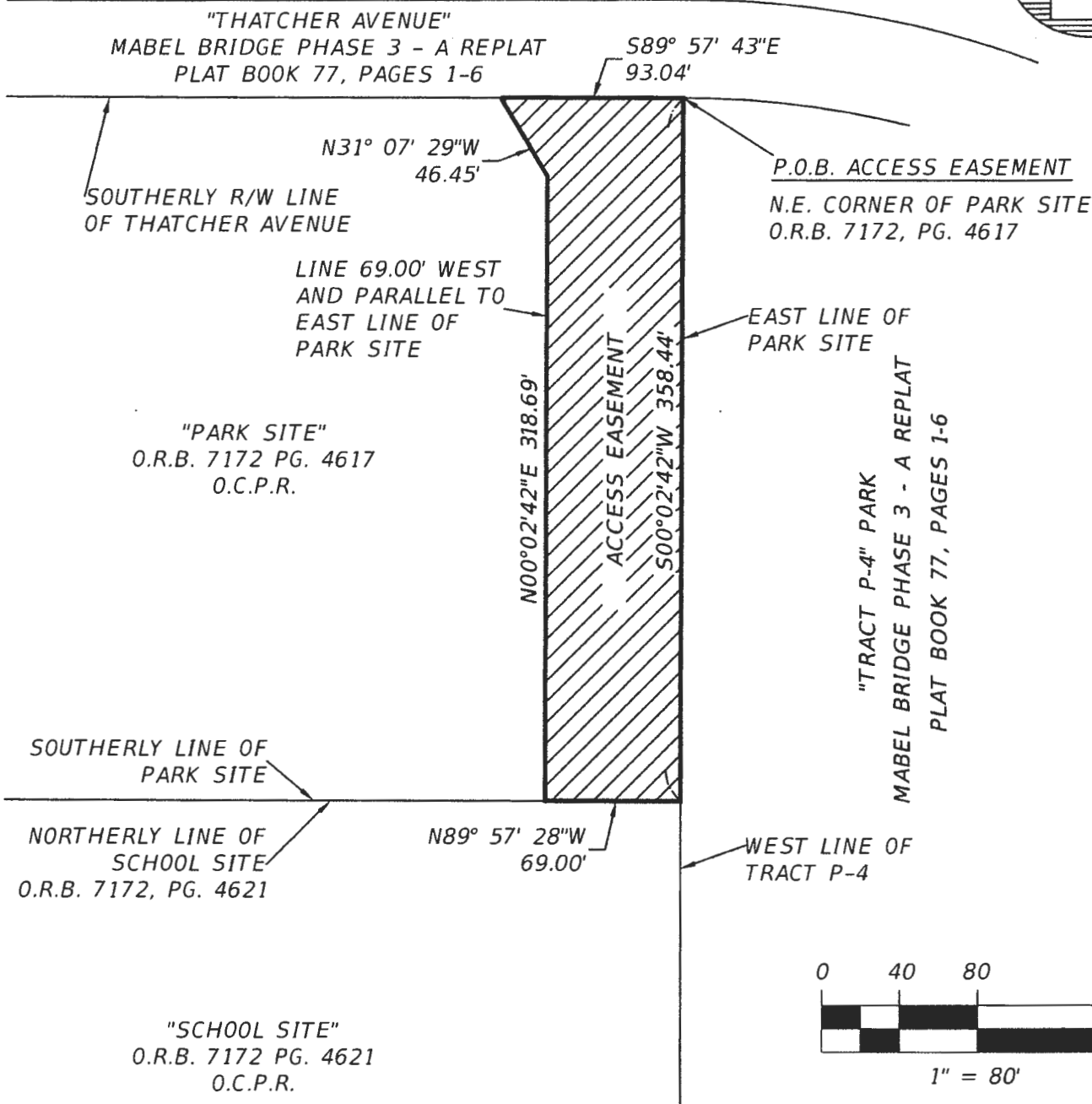
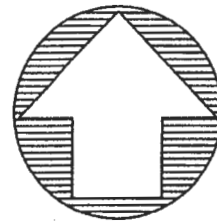
IVAN R. HERNANDEZ, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER: 7016

LEGEND:

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.R.B. OFFICIAL RECORDS BOOK
O.C.P.R. ORANGE COUNTY PUBLIC RECORDS
F.A.C. FLORIDA ADMINISTRATIVE CODE
PG. PAGE
R/W RIGHT-OF-WAY

SCALE: 1" = 80'

SHEET 2 OF 2



402 S. NORTHLAKE BLVD., SUITE 1004
ALTAMONTE SPRINGS, FLORIDA 32701
(407) 629-7144
LICENSED BUSINESS 7975

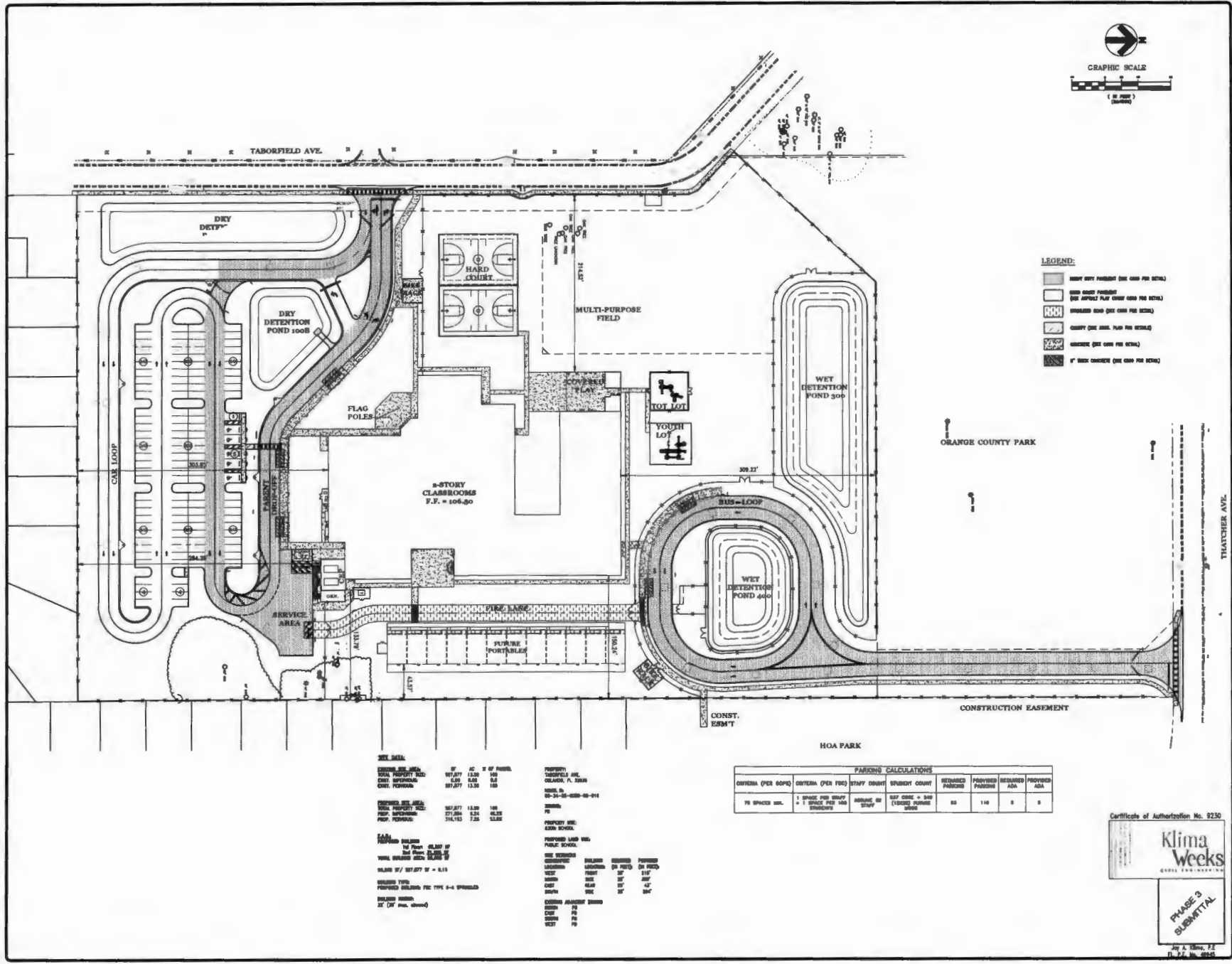
SKETCH AND LEGAL DESCRIPTION
NOT A SURVEY

SKETCH OF DESCRIPTION
ACCESS EASEMENT
JOB NUMBER: 06238-001-05

SCALE: 1" = 80'
SHEET: 2 OF 2

Project: Horizon West School Sites
(Lake Reams Neighborhood School – Site 25-E)

EXHIBIT “D”
Access Improvements



SITE DATA

EXISTING SITE AREA	SF	AC	% OF PLOT
TOTAL PROPERTY SIZE	187,277	4.28	100
EXIST. IMPROVEMENTS	6,250	0.14	3.33
EXIST. PAVING	187,277	4.28	100

PROPOSED SITE AREA	SF	AC	% OF PLOT
TOTAL PROPERTY SIZE	187,277	4.28	100
PROPOSED IMPROVEMENTS	271,584	6.24	14.58
PROPOSED PAVING	114,112	2.58	5.88

LAND

PROPOSED BUILDING	1st Floor	2nd Floor	3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor	8th Floor	9th Floor	10th Floor	11th Floor	12th Floor	13th Floor	14th Floor	15th Floor	16th Floor	17th Floor	18th Floor	19th Floor	20th Floor
AREA	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

PROPERTY

PROPERTY	THATCHER AVE	HOA PARK	THATCHER AVE
ADDRESS	10000 THATCHER AVE	10000 THATCHER AVE	10000 THATCHER AVE
CITY	ORLANDO, FL 32819	ORLANDO, FL 32819	ORLANDO, FL 32819
STATE	FL	FL	FL
COUNTY	ORANGE	ORANGE	ORANGE
ZIP	32819	32819	32819

PARKING CALCULATIONS

CRITERIA (PER 6000)	CRITERIA (PER 1000)	STAFF COUNT	STUDENT COUNT	STAFF CAR + BUS (1500) FUTURE DRIVE	STAFF CAR + BUS (1500) FUTURE DRIVE	STAFF CAR + BUS (1500) FUTURE DRIVE	STAFF CAR + BUS (1500) FUTURE DRIVE
70 SPACES MIN.	1 SPACE PER 1000	1 SPACE PER 1000	1 SPACE PER 1000	1 SPACE PER 1000	1 SPACE PER 1000	1 SPACE PER 1000	1 SPACE PER 1000

Orange County Public Schools
 DESIGN & CONSTRUCTION
 FACILITIES SERVICES

BLDG. 800, 800J MARS WAY ORLANDO, FL 32809

OC PS

Klima Weeks
 GOOD FOR THE WORLD

PHASE 3
 SUBMITTAL

DATE: 11/20/17
 SHEET: 11
 OF: 11

BRPH
 Architects, Engineers, Constructors
 2400 Lakeside Drive, Suite 200
 Orlando, FL 32809
 407-241-1000

SITE PLAN

SITE 25-E-SW-4 E.S.
 RELIEF PROJECT
 OCTS PROJ. No: S0080

ORANGE COUNTY PUBLIC SCHOOLS
 DESIGN & CONSTRUCTION
 FACILITIES SERVICES

BLDG. 800, 800J MARS WAY ORLANDO, FL 32809

OC PS

PHASE 3 SUBMITTAL

DATE: 11/20/17
 SHEET: 11
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