



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
DEC 16 2014 KH/BS

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** November 20, 2014

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Acting Manager *AC*  
Real Estate Management Division

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

**CONTACT PERSON:** Ann Caswell., Acting Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF DISTRIBUTION EASEMENT BETWEEN ORANGE COUNTY AND DUKE ENERGY FLORIDA, INC., D/B/A DUKE ENERGY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Young Pine Community Park  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of electrical facilities by Duke Energy Florida, Inc., d/b/a Duke Energy.

**ITEM:** Distribution Easement  
Revenue: None  
Size: 61.38 acres

**APPROVALS:** Real Estate Management Division  
Capital Project Division  
Parks and Recreation Division

**REMARKS:** This distribution easement provides Duke Energy Florida, Inc., d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for electrical service to Young Pine Community Park. This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all facilities installed by Grantee, as will be shown on a certified surveyed sketch of description to be provided by County within sixty (60) days after the installation of facilities by Grantee. If the sketch of description is not provided by County within sixty (60) days after completion of installation, Grantee will record this easement.

Grantee to pay all recording fees.

**A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.**

DEC 16 2014 KH/les

Project: Young Pine Community Park



SEC: 17	TWP: 23S	RGE: 31E	COUNTY: ORANGE	PROJECT: 807804
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 5201 Young Pine Rd., Orlando, FL. 32829				
TAX PARCEL NUMBER: 17-23-31-0000-00-011				

### DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (**GRANTOR** herein), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, its successors, lessees and assigns, (**GRANTEE** herein), Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege and easement to construct, reconstruct, operate and maintain in perpetuity or until the use thereof is abandoned, one or more electric underground distribution lines and related underground facilities and appurtenant aboveground facilities (including supporting structures, other wires, attachments and accessories desirable in connection therewith); together with the right, privilege and easement to construct, reconstruct, operate communication facilities only for the use and convenience of the **GRANTEE** for the **GRANTEE's** internal communications. This is subject to all applicable permitting requirements as may be required by federal, state, or local codes, statutes, ordinances, or regulations, over, under, upon and across the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

**This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within sixty (60) days after the installation of facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.**

The Easement granted herein is solely for the purposes described. No additions, modifications, or improvements beyond those listed herein shall be constructed, erected, placed or maintained on or around the easement property without **GRANTOR'S** prior written approval.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures.

**GRANTEE** shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth along said lines, and further including the reasonable right to enter upon the adjoining lands of the **GRANTOR** for the purpose of exercising the rights herein granted.

**GRANTOR** covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered.

Project: Young Pine Community Park

**GRANTEE** covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is incident to the exercise of **GRANTEE's** rights, privileges, or obligations under this Easement.

**GRANTEE** shall defend, indemnify and hold harmless **GRANTOR**, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this Easement to the extent directly arising out of or to the extent caused by: (i) the negligent use and enjoyment by **GRANTEE**, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "**GRANTEE's** Permittees") of the Easement Area; (ii) all liens and other charges asserted against the Easement Area for any purpose whatsoever to the extent arising as a result of the actions of **GRANTEE**, or **GRANTEE's** Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent caused by the use or control of the Easement Area by **GRANTEE** or **GRANTEE's** Permittees; (iv) **GRANTEE's** or **GRANTEE's** Permittees' failure to properly construct and maintain the Facilities; and, (v) **GRANTEE's** or **GRANTEE's** Permittees' construction activities upon, over or under the Easement Area; provided however, any indemnification herein for any damages other than direct damages shall be limited to the limitations set forth in Section 768.28, Florida Statutes (2013) as it may be amended from time to time. Notwithstanding any provision of this easement, nothing herein shall be construed as a waiver of **GRANTOR's** sovereign immunity.

**GRANTOR** retains all rights in and to said Easement Area not in conflict with **GRANTEE's** rights hereunder granted.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said **GRANTOR** has hereunto affixed its hands and seals this \_\_\_\_\_ day of DEC 16 2014, 2014.



Orange County, Florida  
By: Board of County Commissioners

BY: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

DATE: 12.16.14

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

BY: Jessica Moore  
for Deputy Clerk

Project: Young Pine Community Park



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**EXHIBIT "A"**

That part of the Northwest 1/4 of Section 16, Township 23 South, Range 31 East and that part of the Northeast 1/4 of Section 17, Township 23 South, Range 31 East, Orange County, Florida lying East of Young Pine Road and including Lake Florence lying in said Sections 16 and 17, Township 23 South, Range 31 East, said parcel being described as follow:

Commence at a 6" x 6" Concrete Monument marking the Northeast corner of the said Northeast 1/4 Section 17, as documented in Certified Corner Report #0020501; thence run South 89°49'21" West along the Northerly line of the said Northeast 1/4 of Section 17, for a distance of 673.49 feet; thence leaving said Northerly line run South 18°14'48" East, a distance of 598.77 feet; thence run South 89°49'21" West and parallel to the Northerly line of the said Northeast 1/4 of Section 17, for a distance of 1148.07 feet, to the Easterly right-of-way line of Young Pine Road (a 106' wide right-of-way recorded in Official Records Book 1919, Page 836, of the Public Records of Orange County, Florida) and the POINT OF BEGINNING; thence South 18°14'48" East along the said Easterly right-of-way line, for a distance of 2130.39 feet to a point being 70.00 feet Northerly of the Southerly line of said Northeast 1/4 of Section 17, Township 23 South, Range 31 East as measured along the East line of said Northeast 1/4; thence leaving said right of way run North 89°52'12" East on a line parallel to the South line of said Northeast 1/4 of Section 17, a distance of 1320.00 feet; thence run North 18°14'15" West a distance of 2131.43 feet; thence run South 89°49'21" West a distance of 1320.00 feet to the POINT OF BEGINNING.

Containing 61.38 acres more or less.