




Interoffice Memorandum


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

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** November 20, 2014

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

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

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
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:** John Young Community Park  
  
District 1

**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: 27.01 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 John Young 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.**

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Project: John Young Community Park



SEC: 27, 28	TWP: 24	RGE: 29	COUNTY: ORANGE	PROJECT: 865019, 865013
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 12998 Deertrace Avenue, Orlando, FL 32837				
TAX PARCEL NUMBER: 28-24-29-6702-01-000				

### 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.

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.

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**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 caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.



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, Clerk to the Board

BY: *Jessica Moore*  
for Deputy Clerk

*Jessica Moore*  
Printed Name

Project: John Young Community Park  
Orange County Board of County Commissioners  
Distribution Easement - Exhibit "A"  
Work Requests: 865019, 865013

## **Exhibit "A"**

A portion of Lot 1, Park Place at Hunter's Creek, Plat Book 70, Pages 116 through 119, Public Records of Orange County, Florida being more particularly described as follows:

Lot 1, Park Place at Hunter's Creek, Plat Book 70, Pages 116 through 119, Public Records of Orange County, Florida, less the following described lands:

Begin at the Northeast corner of said Lot 1; thence South  $01^{\circ}16'06''$  West, a distance of 255.00 feet along the East line of said Lot 1 to a point on the Southeasterly line of said Lot 1; thence South  $45^{\circ}48'24''$  West a distance of 47.89 feet along said Southeasterly line to a point on the South line of said Lot 1; thence North  $87^{\circ}03'44''$  West a distance of 349.42 feet along said South line; thence North  $00^{\circ}33'14''$  West a distance of 266.64 feet to a point on the North line of said Lot 1; thence North  $89^{\circ}26'46''$  East a distance of 391.53 feet along said North line to the Point of Beginning.