




Interoffice Memorandum

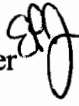
APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2015 KH/NP

REAL ESTATE MANAGEMENT ITEM 8

DATE: March 26, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF UTILITY EASEMENT BETWEEN ORANGE COUNTY AND ORLANDO UTILITIES COMMISSION AND CITY OF ORLANDO AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Holden Heights Community Center

District 6

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities by Orlando Utilities Commission.

ITEM: Utility Easement
Revenue: None
Size: 5.93 acres

APPROVALS: Real Estate Management Division
Family Services Department
Capital Projects Division

REMARKS:

This Utility Easement provides Orlando Utilities Commission (OUC) the right to install and maintain electrical lines and related facilities for electrical service to the new Holden Heights Community Center. This easement will be replaced with a Descriptive Easement, six (6) feet on either side of all facilities installed by OUC. Once the replacement easement has been recorded, the City and OUC will terminate this easement which covers the entire project site.

OUC to pay 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.

Project: Holden Heights Community Center



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 07 2015 KHIM

ORLANDO UTILITIES COMMISSION
UTILITY EASEMENT
(Holden Heights Center)

THIS UTILITY EASEMENT, made and entered into this _____ day of _____, 2015, 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, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, for the use and benefit of the ORLANDO UTILITIES COMMISSION, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, lessees and tenants, a non-exclusive easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power, water and communication services (such communication services being expressly limited to the internal communications of GRANTEE), together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), on, through, over, across and/or under the following described land, situated in the County of Orange and State of Florida, to-wit:

A twelve (12) foot wide utility easement measuring six (6) feet from the center of the Facilities to each side of the easement, Facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development.

See Legal Description of GRANTOR'S premises attached hereto as Exhibit "A".

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the GRANTOR'S premises, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the GRANTEE, may endanger or interfere with the safe and efficient installation, use, operation or maintenance of the Facilities attached thereto; (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over and under the GRANTOR'S premises for the purpose of exercising the rights herein granted; (d) the right to do anything necessary, useful or convenient for the full enjoyment of the rights herein granted; and (e) the right to remove at any time any of said Facilities erected upon, under or over the GRANTOR'S premises. If fences and/or landscaping are located near the Facilities they shall be placed so as to allow ready access to the Facilities and provide a working space of at least twelve feet (12') on the opening side and three feet (3') on the other sides of any pad mounted Facilities.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to interfere with the Facilities.

GRANTOR reserves and retains for itself, its successors and assigns the right to curb, pave, stripe and landscape the property which is the subject of the easement and right-of-way, and to utilize same as parking area or otherwise in a manner not inconsistent with the grant of this easement and right-of-way.

At the expense of the GRANTOR, after any Facilities which are required or desired by the Grantee have been installed to provide services to the premises, the GRANTOR may provide a metes and bounds description of a twelve (12) foot wide utility easement, centered on the actual location of the Facilities and GRANTEE hereby agrees to enter into a new easement over the areas in which the Facilities have actually been installed, at which time a Release of Easement will be prepared to nullify and void this Easement.

To the extent allowable by law and subject to the limitations in Section 768.28 Florida Statutes, the parties hereto shall indemnify and hold each other harmless against any claim of liability or loss from personal injury or property damage to the extent arising out of any negligence of the other party, its servants, employees, or agents, excepting, however, such claims or damages as may be due to or caused by the acts of third parties, its servants or agents.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name on the day and year indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange County Mayor
Date: 4.7.15

Attest: Martha O. Haynie, County Comptroller
Clerk of the Board

By: Craig A. Stopynia
Deputy Clerk

Craig A. Stopynia
Print Name

Approved by OUC as to Form
Other than Legal Description

Wayne Morris
Attorney

Exhibit "A"

Lots 4, 5, 6 and 17 through 22, Block 16 (less part of Lots 4 and 22 in lake) ANGEILT ADDITION, according to the plat thereof as recorded in Plat Book H, Page 79, Public Records of Orange County, Florida.

And

Lot 7 and the East 30 feet of Lot 8, Block 16, ANGEILT ADDITION, according to the plat thereof as recorded in Plat Book H, Page 79, Public Records of Orange County, Florida.

And

Lot 9 and the West 20 feet of Lot 8, Block 16, ANGEILT ADDITION, according to the plat thereof as recorded in Plat Book H, Page 79, Public Records of Orange County, Florida.