



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

February 22, 2016

BCC Mtg. Date: Apr. 5, 2016

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: **Robin L. Hammel, P.E., Manager Engineering Division**
Public Works Department

PHONE NUMBER: (407) 836-7908

SUBJ: **Utility Relocation Agreement between Orange County and AT&T Florida
for Holden Avenue from John Young Parkway to Orange Blossom Trail**

Orange County's improvements to John Young Parkway consists of widening and construction of a four-lane urban roadway. The Utility Relocation Agreement between Orange County Florida and Bellsouth Telecommunications, LLC d/b/a AT&T Florida (AT&T) is required as part of the roadway construction to relocate AT&T utility facilities. Orange County shall be responsible for all costs and expenses incurred in relocating AT&T utility facilities because the facilities exist within a dedicated utility easement. The estimated total reimbursable costs are \$54,873.47. The Public Works Engineering Division, Risk Management, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

Action Requested: Approval and execution of Utility Relocation Agreement by and between Orange County and Bellsouth Telecommunications, LLC d/b/a AT&T Florida (AT&T) Florida for the relocation of utility facilities on Holden Avenue from John Young Parkway to Orange Blossom Trail. District 6.

MVM/YGR/vp

Attachments:
Signed AT&T Agreement (3)

BCC Mtg. Date: Apr. 5, 2016

Prepared by and return to:

Katherine W. Latorre
Assistant County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802

Project: Holden Avenue (from John Young Parkway to Orange Blossom Trail)

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement"), effective as of the latest date of execution, is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("COUNTY"), and BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, d/b/a AT&T FLORIDA ("AT&T") (AT&T and COUNTY are collectively referred to herein as the "PARTIES").

WITNESSETH

WHEREAS, COUNTY is constructing the "Holden Avenue Widening Project" ("Project") on Holden Avenue between John Young Parkway and Orange Blossom Trail, Orlando, Florida; and

WHEREAS, the Project impacts certain AT&T utility facilities ("Facilities") located on real property abutting the Holden Avenue right-of-way and owned by Chowder Apartments LP ("Chowder Easement") pursuant to that Deed of Easement recorded in the Orange County Official Record Book 4326, Page 2515 and attached hereto as **Exhibit "A";** and

WHEREAS, the COUNTY has requested that AT&T remove the Facilities from the Chowder Easement and relocate them to accommodate the Project; and

WHEREAS, AT&T owns and maintains other utility facilities located on real property abutting Rio Grande Avenue south of the location of the Chowder Easement and owned by Grande Pointe Associates LTD ("Grande Pointe Property") pursuant to that Deed of Easement recorded in the Orange County Official Record Book 4300, Page 3161 and attached hereto as **Exhibit "B";** and

WHEREAS, to accommodate the COUNTY's request, AT&T agrees to relocate its Facilities to other properties, including, but not limited to, the Grande Pointe Property, in order to eliminate the conflict between the current location of the Facilities and the Project; and

WHEREAS, the easement area located on the Grande Pointe Property may require modification in order to accommodate future AT&T facilities; and

WHEREAS, the parties desire to memorialize their mutual understanding of the terms

and conditions of the relocation of the Facilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by both parties as follows:

1. AT&T shall remove its Facilities from the Chowder Easement per the terms in this Agreement (“Relocation”). The Relocation work shall include removal of the Facilities from the Chowder Easement, except AT&T may abandon in place any underground facilities. The estimated timeframe for completion of the Relocation is 120 days from the date of this Agreement becoming effective. It is understood that such timeframe is an estimate and may be extended by mutual, written agreement of the parties due to circumstances outside of AT&T’s control.
2. COUNTY agrees that all costs and expenses incurred by AT&T directly associated with the Relocation shall be paid by COUNTY after receipt of invoices for such costs and expenses, in accordance with the terms outlined below.
3. COUNTY shall compensate AT&T for the appraised value of the Chowder Easement based on an appraisal conducted by COUNTY (“Chowder Easement Reimbursement”). If AT&T is not in agreement with the COUNTY’s appraisal, AT&T may cause an additional appraisal to be performed, at its sole cost and expense, using a COUNTY-approved appraiser. In such case, the final appraisal, and the amount for which AT&T may invoice and be paid by the COUNTY, shall be deemed to be the average of the two. The COUNTY shall deliver its initial appraisal to AT&T within thirty (30) days of the date of this Agreement.
4. COUNTY shall compensate AT&T for its costs to secure a new easement area to replace the Chowder Easement. AT&T shall use its best efforts to secure the new easement area via expansion of the existing easement on the Grande Pointe Property. Should AT&T be unable to secure such rights on the Grande Pointe Property, AT&T shall notify the COUNTY, and may revise the easement acquisition cost portion of the Estimate, as defined below, one or more times to contemplate estimated costs to acquire the new easement area at other location(s) that do not adversely affect the Project, until a final easement acquisition location is identified. AT&T shall provide to the COUNTY any such revised Estimate.
5. Based on the Project construction plans submitted by COUNTY, AT&T has prepared a good faith estimate for the Relocation work and acquisition of the new easement area (“Estimate”), which explains in detail the methods, procedures, and assumptions upon which it is based. The Estimate is attached hereto as **Exhibit “C,”** and is incorporated herein by this reference. The Estimate may be subject to change based on

final acquisition procedures, final construction drawings, or a change in the schedule or duration of the construction work. COUNTY shall be responsible for payment of actual costs incurred by AT&T, that do not exceed such Estimate (or a revised Estimate, revised per Section 4 above) by more than twenty five percent (25%). The Estimate shown in **Exhibit "C"** is an estimate. Subject to the limitations of this Section, the final charges to be paid by COUNTY shall be based upon actual easement acquisition costs and actual construction costs of the Relocation work at the time of acquisition and construction.

6. Invoices from AT&T shall be accompanied by supporting documentation, showing costs incurred by AT&T. AT&T may submit one or more invoices to the COUNTY for payment, following incurring the costs identified on the invoices. COUNTY shall submit payment to AT&T in accordance with this Agreement and the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes (2015), as may be amended, but in any event within sixty (60) days of receipt by a COUNTY employee authorized to accept such proof of payment. Notwithstanding this section, final payment for the Chowder Easement Reimbursement shall not be submitted until AT&T completes the Relocation work and provides the COUNTY with documentation that the Chowder Easement is terminated.
7. During construction, COUNTY shall allow AT&T continuous, unobstructed access to all the Facilities until the Relocation is complete.
8. For the duration of this Agreement, COUNTY and AT&T, and their respective agents and/or contractors and subcontractors shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each party. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability and commercial general liability coverage. COUNTY and AT&T shall be included as additional insured on all liability policies maintained by their respective agents, contractors and subcontractors. Neither party to this Agreement or its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other party. Each party shall defend, indemnify and hold the other party harmless from all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement. Notwithstanding the foregoing, such indemnification by COUNTY shall be subject to the limitations provided in section 768.28, Florida Statutes, as may be amended, and no further waiver of sovereign immunity shall be implied thereby. The provisions of this paragraph will survive the termination of this Agreement.

that the Party claiming the right to excuse performance by reason of force majeure shall use reasonable commercial efforts and diligence to avoid or remove such cause of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such cause is removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

14. The terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of AT&T and COUNTY, their respective successors and assigns; provided however, that this Agreement shall not be assignable without the prior written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year below names signatures.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 4.5.16

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

By: *Katie Smith*
Deputy Clerk
Printed Name: **Katie Smith**

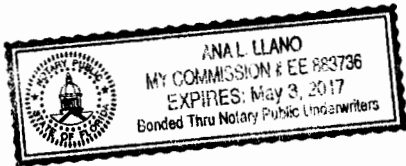
BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a "AT&T Florida"

By: [Signature]
Print Name: B. MORALES, JR.
Title: DIRECTOR

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2016 by B. MORALES, JR., as DIRECTOR of BELLSOUTH TELECOMMUNICATIONS, LLC, a foreign limited liability company d/b/a "AT&T Florida," who is personally known to me and has produced _____ as identification and did/did not (circle one) take an oath.

(NOTARY SEAL)



Notary Public, State of Florida

Name: [Signature]
Notary Commission No. EE 883736
My Commission Expires: 5/3/2017

EXHIBIT A
(Chowder Easement)

See Attachment

DEED OF EASEMENT

The undersigned owner(s) of the premises herein described (GRANTOR) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grant, sell and convey to Southern Bell Telephone and Telegraph Company, a Georgia Corporation, authorized to do business in Florida, whose post office address is 20A53 Southern Bell Center, Atlanta, Georgia 30375, its successors, assigns and affiliated and associated companies (GRANTEE), an exclusive easement for the construction, operation and maintenance of:

MARTHA O. HAYNIE,
 Orange County
 Comptroller
 By SKL Deputy Clerk

Rec Fee \$	13.00
Add Fee \$	2.00
Doc Tax \$	15.60
Int Tax \$	
Total \$	30.60

1. Telecommunications electrical equipment structure(s) commonly described as Subscriber Loop Carrier Equipment or substantially similar equipment structures;
 2. Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
 3. Conduit, manholes, underground cables and wires;
 4. Driveways or other vehicular access; and
 5. Other amplifiers, boxes, appurtenances or devices;
- as well as appurtenant facilities reasonably required for the support, use, operation and maintenance of such equipment structures to be installed from time to time with the right to reconstruct, improve, add to, enlarge and remove the same on, in or over the premises described in the attached Exhibit "A" (Premises):

Grantee may allow any other person to construct wires or lay cable or conduit within the Premises for water, communications or electric power transmission or distribution. Grantee shall have the right of ingress, egress and regress to and upon said Premises at all times for the purposes of installing, constructing, operating, inspecting, maintaining and repairing its facilities. The Grantee shall have the right to clear and keep the Premises clear of all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the Premises which might interfere with the lines or systems of communications or electric power serving the Grantee.

The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Premises to the extent that such use does not interfere with the rights granted herein. Any ad valorem taxes accruing from Grantee's improvements shall be chargeable to and paid by Grantee when due if separately assessed by the taxing authority as personal or real property of Grantee. The Grantee shall be liable for personal injuries and damage to real or personal property that may result from its use of the Premises, and shall indemnify the Grantor in the event Grantor is required to pay any claim arising from said use by Grantee.

This Easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns.

Notwithstanding the foregoing, Grantee shall remove, within ninety (90) days after receipt of written notice from grantor, all cable from the five foot Cable/Conduit easement, described on Exhibit "A" attached hereto, in the event said cable physically interferes with any future development of the parcel of which the premises are a part.

Grantor covenants that it is the fee simple owner of the Premises, has full right, title and capacity to grant this Easement, that the property is free and clear of any encumbrances or liens of whatsoever character except:

and that it will defend the same against the claims of all parties.

Fidelity (wp)
Del.
KL

3880635 Orange Co. FL.
09/16/91 03:19:26PM

OR4326 PG2515

OR4326 PG2516

State of Pennsylvania
County of Delaware

IN WITNESS WHEREOF, the undersigned GRANTOR has executed this Deed of Easement this 15th day of JULY, 1991.

Signed, Sealed and Delivered in the presence of:

WITNESSES:

Philip C. Herr
Clairne C. Little

CHELSEA ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP

By Philip C. Herr
PHILIP C. HERR, II, GENERAL PARTNER

By _____

Attest _____
Title _____

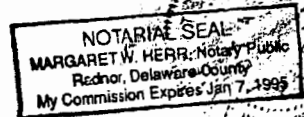
ACKNOWLEDGEMENTS

Corporation Form - The foregoing instrument was acknowledged by me this 15th day of JULY, 1991; by PHILIP C. HERR, II,
GENERAL PARTNER ON BEHALF OF
CHELSEA ASSOC., LTD., A FLORIDA LIMITED PARTNERSHIP

Individual Form - the foregoing instrument was acknowledged by me this _____ day of _____, 1991; by _____

AFFIX SEAL

Margaret W. Herr
Notary Public
My commission expires _____



This instrument prepared by:
JOHN GONZALEZ
Fidelity Title and Guaranty Co.
2233 Lee Road Suite 110
Winter Park, Florida 32789
91-1501W

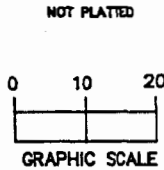
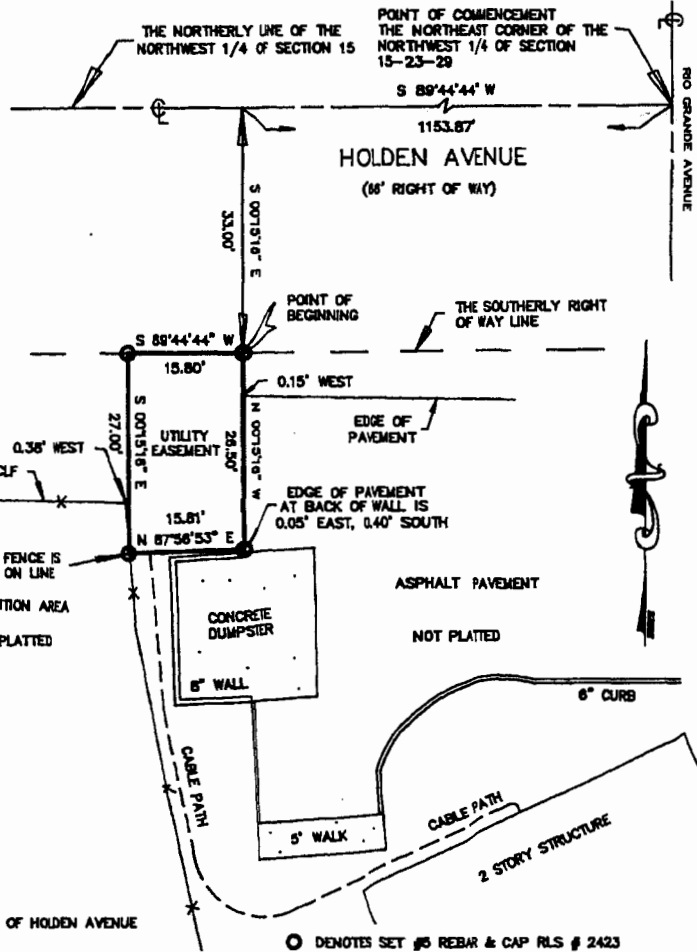
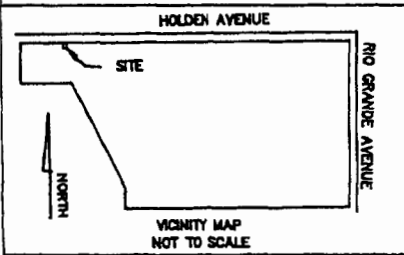
EXHIBIT "A"

BOUNDARY SURVEY

SURVEY OF PROPERTY FOR: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

SITE NAME: EXCALIBUR APARTMENTS - HOLDEN AVENUE
SITE ALLOCATION AREA NUMBER:
LOCATION: SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST
ORANGE COUNTY, FLORIDA

OR 4326 PG 2517



NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF HOLDEN AVENUE BEING N 89°44'44" E, AN ASSUMED DATUM.

NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN IN THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE SEARCH.

- DENOTES SET #5 REBAR & CAP RLS # 2423
- ⊙ DENOTES CENTERLINE
- R/W DENOTES RIGHT OF WAY LINE
- CLF DENOTES CHAIN LINK FENCE

DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S 89° 44'44" W, ALONG THE CENTERLINE OF HOLDEN AVENUE (66' RIGHT OF WAY), AND THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 1153.87 FEET; THENCE DEPARTING THE CENTERLINE OF HOLDEN AVENUE, AND THE NORTHERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, S 00°15'16" E, A DISTANCE OF 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HOLDEN AVENUE, AND THE POINT OF BEGINNING; THENCE S 89°44'44" W, ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 15.80 FEET; THENCE DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE, S 00°15'16" E, A DISTANCE OF 27.00 FEET; THENCE N 87°56'53" E, A DISTANCE OF 15.81 FEET; THENCE N 00°15'16" W, A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

DESCRIPTION: (5' CABLE/CONDUIT EASEMENT)

A CABLE/CONDUIT EASEMENT BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING 2.50 FEET ON EACH SIDE OF GRANTEE'S FACILITIES AS LOCATED.

CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, 21-31-8 FAC.

GROVER DINGUS, JR. P.L.C.
FLORIDA SURVEYOR'S CERTIFICATE NO. 2423
RECORDED & RECORD VERIFIED
County Controller, Orange Co., FL

REVISED 8/19/91
DATE: 06/18/91
SCALE: 1"=20'
DRAWN BY: E.R.
JOB NO. 91-54

CERTIFIED TO AND FOR THE EXCLUSIVE USE OF:
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY
FIDELITY TITLE & GUARANTY COMPANY

GROVER DINGUS, JR.
Surveying and Mapping

400 WEST OAK RIDGE ROAD, SUITE 101
ORLANDO, FLORIDA 32808 407/855-7740

EXHIBIT B
(Grande Pointe Property)

See Attachment

Rec Fee \$ 13.00 MARTHA O. HAYNIE,
 Add Fee \$ 2.00 Orange County
 Doc Tax \$.60 Comptroller
 Int Tax \$ _____ By [Signature]
 Total \$ 15.60 Deputy Clerk

3815602 Orange Co. FL.
 06/26/91 02:26:31PM

OR 4300 PG 3161

DEED OF EASEMENT

The undersigned owner(s) of the premises herein described (GRANTOR) for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grant, sell and convey to Southern Bell Telephone and Telegraph Company, a Georgia Corporation, authorized to do business in Florida, whose post office address is 20A53 Southern Bell Center, Atlanta, Georgia 30375, its successors, assigns and affiliated and associated companies (GRANTEE), an exclusive easement for the construction, operation and maintenance of:

1. Telecommunications electrical equipment structure(s) commonly described as Subscriber Loop Carrier Equipment or substantially similar equipment structures;
 2. Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
 3. Conduit, manholes, underground cables and wires;
 4. Driveways or other vehicular access; and
 5. Other amplifiers, boxes, appurtenances or devices;
- as well as appurtenant facilities reasonably required for the support, use, operation and maintenance of such equipment structures to be installed from time to time with the right to reconstruct, improve, add to, enlarge and remove the same on, in or over the premises described in the attached Exhibit "A" (Premises):

Grantee may allow any other person to construct wires or lay cable or conduit within the Premises for water, communications or electric power transmission or distribution. Grantee shall have the right of ingress, egress and regress to and upon said Premises at all times for the purposes of installing, constructing, operating, inspecting, maintaining and repairing its facilities. The Grantee shall have the right to clear and keep the Premises clear of all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the Premises which might interfere with the lines or systems of communications or electric power serving the Grantee.

The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Premises to the extent that such use does not interfere with the rights granted herein. Any ad valorem taxes accruing from Grantee's improvements shall be chargeable to and paid by Grantee when due if separately assessed by the taxing authority as personal or real property of Grantee. The Grantee shall be liable for personal injuries and damage to real or personal property that may result from its use of the Premises, and shall indemnify the Grantor in the event Grantor is required to pay any claim arising from said use by Grantee.

This Easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns.

Grantor covenants that it is the fee simple owner of the Premises, has full right, title and capacity to grant this Easement, that the property is free and clear of any encumbrances or liens of whatsoever character except: none

and that it will defend the same against the claims of all parties.

P. Fidelity Corp. →

IN WITNESS WHEREOF, the undersigned GRANTOR has executed this Deed of Easement this 17th day of JUNE, 1991.

Signed, Sealed and Delivered in the presence of:

WITNESSES:

CHELSEA ASSOCIATES, L.T.D.

Clairne C. Little

By *[Signature]*
PHILIP C. HERR, II, GENERAL PARTNER

Clayton

By _____

Attest _____
Title _____

ACKNOWLEDGEMENTS

Corporation Form - The foregoing instrument was acknowledged by me this 17th day of JUNE, 1991; by PHILIP C. HERR, II, General Partner

Individual Form - the foregoing instrument was acknowledged by me this 17th day of June, 1991; by _____

AFFIX SEAL :

Margaret W. Herr
Notary Public
My commission expires _____



This instrument prepared by:
JOHN GONZALEZ
Fidelity Title and Guaranty Co.
2233 Lee Road Suite 110
Winter Park, Florida 32789

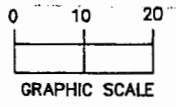
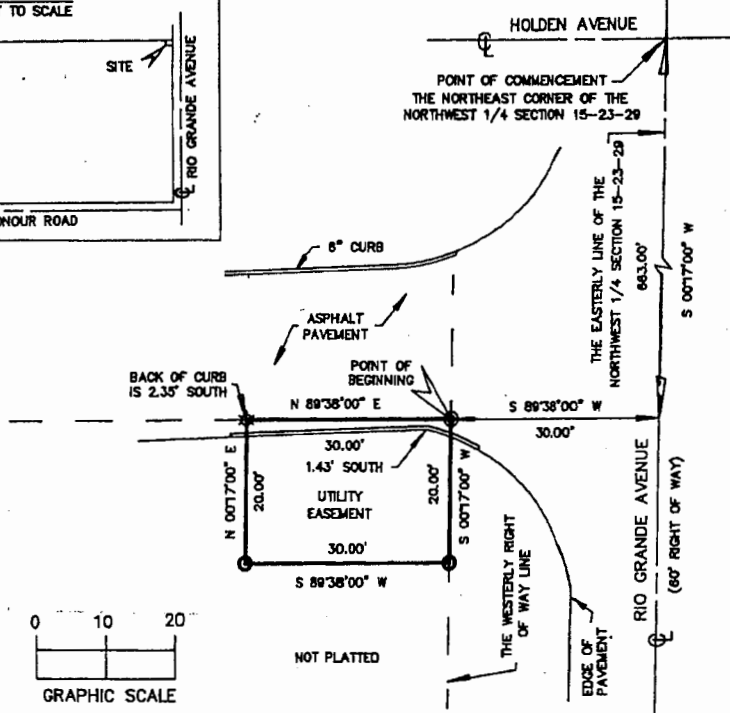
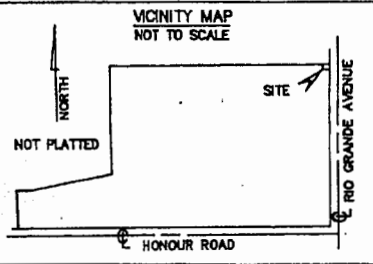
(91-2862w)

EXHIBIT "A"

BOUNDARY SURVEY

SURVEY OF PROPERTY FOR: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

SITE NAME: HOLDEN AVENUE & RIO GRANDE
SITE ALLOCATION AREA NUMBER: 1840
LOCATION: SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST
ORANGE COUNTY, FLORIDA



OR 4300 PG 3163

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF RIO GRANDE AVENUE BEING S 00°17'00" W, AN ASSUMED DATUM.
NO IMPROVEMENTS LOCATED OTHER THAN SHOWN.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE SEARCH.

RECORDED & RECORD VERIFIED
Marilyn D. Hayes
County Comptroller, Orange Co., FL

- DENOTES SET #5 REBAR & CAP RLS # 2423
- ⊙ DENOTES CENTERLINE
- ☆ DENOTES SET NAIL & CAP RLS # 2423
- ⊙ DENOTES FOUND NAIL & CAP PRM # 2774

DESCRIPTION:

A UTILITY EASEMENT BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S 00°17'00" W, ALONG THE CENTERLINE OF RIO GRANDE AVENUE (60' RIGHT OF WAY), AND THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 663.00 FEET; THENCE DEPARTING THE CENTERLINE OF RIO GRANDE AVENUE, AND THE EASTERLY LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, S 89°38'00" W, A DISTANCE OF 30.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIO GRANDE AVENUE, AND THE POINT OF BEGINNING; THENCE S 00°17'00" W, ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE, S 89°38'00" W, A DISTANCE OF 30.00 FEET; THENCE N 00°17'00" E, A DISTANCE OF 20.00 FEET; THENCE N 89°38'00" E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATE:
I HEREBY CERTIFY THIS SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA, 21TH-8 FAC.
GROVER DINGUS, JR., P.L.S.
FLORIDA SURVEYOR'S CERTIFICATE NO. 2423

DATE: 04/30/91
SCALE: 1"=20'
DRAWN BY: E.R.
JOB NO. 91-40

CERTIFIED TO AND FOR THE EXCLUSIVE USE OF:
SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY
FIDELITY TITLE & GUARANTY COMPANY
CHELSEA ASSOCIATES, LTD.

GROVER DINGUS, JR.
Surveying and Mapping
400 WEST O.V.K. RIDGE ROAD, SUITE 101
ORLANDO, FLORIDA 32809 407/855-7740

ORIGINAL RECEIVED IN RECORDS MANAGEMENT "AS IS"

EXHIBIT C

(Estimate)

The vacation of Easement as described in this document will require AT&T Florida to remove all facilities currently on this easement location. To accomplish this, AT&T Florida will have to relocate this equipment currently on said easement by moving all working services to other locations. This will require obtaining additional square footage of an existing AT&T Florida easement on Rio Grande Ave for needed expansion that this easement currently has availability for.

The transfer of all working services will require placing a minor amount of cable facilities at various locations along the existing cable routes that are being effected. After all working facilities have been transferred to other locations, the existing site will be turned down and all power will be disconnected. At that time, the equipment cabinet will then be removed from the existing easement site.

The estimated cost for AT&T Florida to relocate all working services, remove all equipment facilities from the existing easement location and obtaining the easement for the expansion of needed facilities that this site currently has availability to provide has been determined to be at \$54,873.47 from the latest information available. This is only an estimated cost and may vary depending on working services at the time of cutting over of existing facilities.

The total reimbursable amount of \$54,873.47 is based on estimates for the easement acquisition cost of \$15,000.00 which includes the estimated appraised value, fees from the mortgage company of the property owner and AT&T Florida costs for acquisition of the new easement and termination of the old easement. Also the estimated cost of \$39,873.47 for the cutover of all existing working service from the equipment on the Chowder Easement and removal of all equipment on this site.