



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

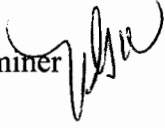
BCC Mtg. Date: Aug. 02, 2016

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** July 15, 2016

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

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

**FROM:** Virginia G. Williams, Senior Title Examiner   
Real Estate Management Division

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

**DIVISION:** **Real Estate Management**  
**Phone: (407) 836-7082**

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

**PROJECT:** 18925 Lansing Street, Orlando, FL 32833  
  
District 5

**PURPOSE:** To provide for access, construction, operation, and maintenance of  
electrical facilities by Duke Energy.

**ITEM:** Easement  
Revenue: None  
Size: 6,104.81 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Housing and Community Development Division  
Risk Management Division

**REMARKS:**

This Easement will replace two existing easements over the property and provide Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for new electrical service to the County property. Grantee will release the existing easements after recording of this replacement 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.**

AUG 02 2016

Orange County, FL

Work Request #: Release

Address: 18925 Lansing Street, Orlando, FL 32833

STR: 21-22S-32E

**EASEMENT**

THIS EASEMENT ("Easement") from **ORANGE COUNTY, a charter county and political subdivision of the state of Florida ("GRANTOR,"** whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY,** Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

**WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes (the "Facilities") over, under, upon, across, through and within the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

**A 10.00 foot wide Easement Area being more particularly described and shown on the accompanying Schedule "A", Sketch of Description, as prepared by William R. Muscatello Jr. of the Orange County Public Works Engineering Division, dated 5/4/16, Job No.: 7839, consisting of two (2) pages, attached herein and incorporated herein by this reference.**

**Tax Parcel Numbers: 21-22-32-0735-00-070**

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions, except for

driveways, walkways/sidewalks and landscaping not to exceed twelve (12) feet in height at full maturity, within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

Each party agrees to defend, indemnify and hold harmless the other party, its 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 **GRANTOR's** sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by **GRANTOR** to assume any liability for the acts, omissions and/or negligence of the **GRANTEE**.

**GRANTOR** hereby covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. 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 written below.

(Official Seal)



Orange County, Florida

By: Board of County Commissioners

BY: *Teresa Jacobs*

*TJ* Teresa Jacobs  
Orange County Mayor

DATE: 8.2.16

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

BY: *Martha O. Haynie*  
Deputy Clerk

*Martha O. Haynie*  
Printed Name

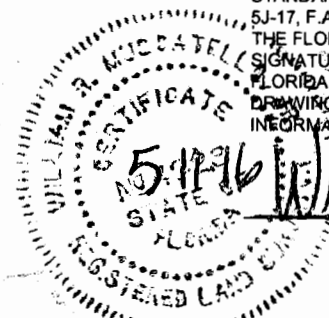
# SCHEDULE "A" LEGAL DESCRIPTION

A 10 foot wide easement over Tracts #7, #8, and #9 of Bithlo Ranches Annex, lying and being in Section 27, Township 22 South, Range 32 East, Orange County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of Tract 9 of that parcel of land as described in Official Records Book 11022, Pages 1634-1635 of the Public Records of Orange County, Florida, said point also lying on the East line of Section 27; thence run S 89°40'22" W along the North right of way line of Lansing Street for a distance of 611.74 feet to the Southwest corner of Tract 7 of said parcel of land; thence run N 14°08'38" E along the West line of Tract 7 of said parcel of land for a distance of 10.33 feet; thence departing said West line, run N 89°40'22" E for a distance of 609.22 feet to a point lying on the East line Tract 9 of said parcel of land, said point also lying on the East line of Section 27; thence run S00°01'38" W along said East line of Section 27 for a distance of 10.00 feet to the Point of Beginning.


Containing 6,104.81 square feet, or 0.14 acres, more or less.

I HEREBY AFFIRM THAT THIS SKETCH OF DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTERS 177 AND 472, OF THE FLORIDA STATUTES AND UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

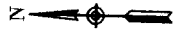
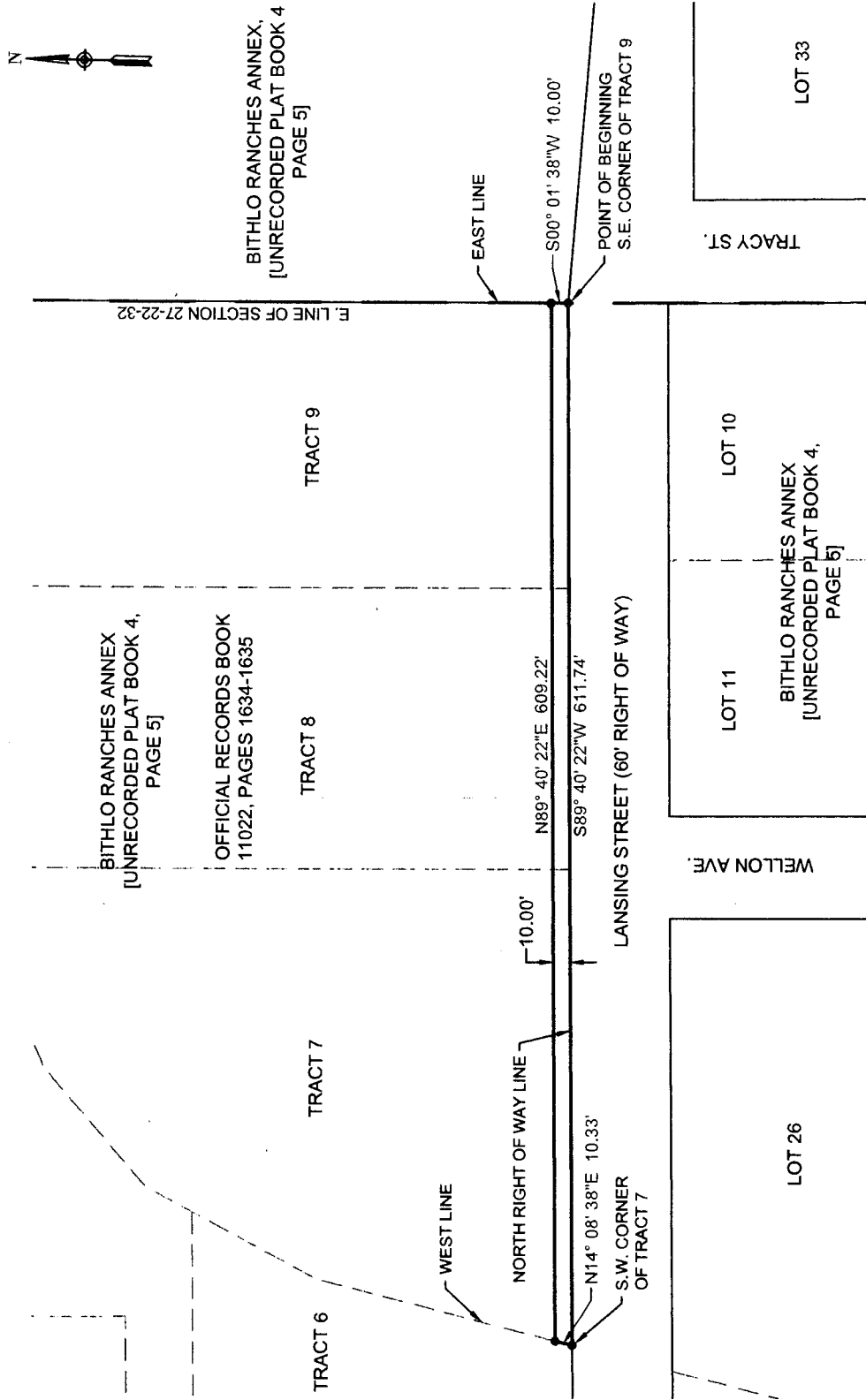


*William R. Muscatello Jr.*

William R. Muscatello Jr.  
REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 4928

PREPARED FOR: Engineering – Right of Way		ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION			
DRAWN BY: Washington	DATE: 5/4/16	SECTION: 27		DRAWING SCALE: NTS	
CHECKED BY: Muscatello	JOB No: 7839	TOWNSHIP: 22		PROJECT NUMBER	
APPROVED BY: Muscatello	DRAWING FILE:	RANGE: 32		7839	
REVISION DATE: 5/10/16	7839 Lansing St.	SHEET 1 OF 2			
			SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940		

# SCHEDULE "A" SKETCH OF DESCRIPTION



**NOTES:**

1. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF LANSING STREET, BEING S 89°40'22" W, AN ASSUMED BEARING.
2. THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION.
3. THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
4. NO IMPROVEMENTS ABOVE OR BELOW GROUND WERE LOCATED.
5. THE REFERENCE TO THE UNRECORDED PLAT IS FOR INFORMATIONAL PURPOSES ONLY.

**SKETCH AND DESCRIPTION**  
THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WITH 5J-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING.

PREPARED FOR:  
Engineering -  
Right of Way

DRAWING SCALE:  
1" = 100'

PROJECT NUMBER  
7839

DRAWN BY: Washington	DATE: 5/4/16	SECTION: 27
CHECKED BY: Muscatello	JOB No: 7839	TOWNSHIP: 22
APPROVED BY: Muscatello	DRAWING FILE: 7839 Lansing St.	RANGE: 32
REVISION DATE: 5/10/16		SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7940

