



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

DATE: January 31, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *mtc*
Real Estate Management Division

FROM: Steve Cochran, Senior Acquisition Agent *SC/mtc*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Utility Easement Agreement between Lakeshore Landings, LLC and Orange County and authorization for the Real Estate Management Division to disburse funds to pay all recording fees and record instrument.

PROJECT: Mo-Ho MHP P.S. #3141

District 6

PURPOSE: To provide access to operate and perform preventative maintenance on a manhole structure and gravity main.

Interoffice Memorandum
Real Estate Management Division
Agenda Item 7
January 31, 2023
Page 2 of 2

ITEMS: Utility Easement Agreement (Instrument 801D.1)
Cost: Donation
Size: 1,616 square feet

BUDGET: Account No.: 4420-038-1347-6110

FUNDS: \$78.70 Payable to Orange County Comptroller
(for recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department

REMARKS: The Utilities Department requested the acquisition of this Easement to facilitate access to operate and perform preventative maintenance on a manhole structure and gravity main.

Grantee to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
FEB 21 2023

THIS IS A DONATION

Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

UTILITY EASEMENT AGREEMENT

THIS INDENTURE, made as of the date signed below, between **Lakeshore Landings, LLC**, a Delaware limited liability company, whose address is 27777 Franklin Road, Suite 200, Southfield, Michigan 48034, GRANTOR, and **Orange County**, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a non-exclusive easement for sanitary sewer lines and manholes, with the right to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, sanitary sewer lines and manholes underneath the following described lands situate in Orange County aforesaid only, to-wit:

an easement area (the "Easement Area") being more particularly described and shown on the accompanying **Schedule "A"**, Sketch of Description, as prepared by Wood Environment & Infrastructure Solutions, Inc., dated March 12, 2021, Job No. 6374.21.1304, consisting of three (3) pages, attached hereto and incorporated herein by this reference.

Property Appraiser's Parcel Identification Number:

a portion of 09-23-29-0000-00-018

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever. 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 Area without GRANTOR'S prior written approval.

THE GRANTEE herein and its assigns shall have the non-exclusive right to enter upon the surface above the above-described Easement Area to excavate, construct and maintain said sanitary sewer lines and manholes to clear and keep clear all trees, undergrowth and other permanent obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted Easement Area, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any

Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

buildings or other structures with permanent footings on the herein granted Easement Area that may interfere with the normal operation or maintenance of the sanitary sewer lines and manholes installed thereon.

GRANTEE may at any time change the location of sanitary sewer lines or manholes within the boundaries of the Easement Area, or modify the size of existing sanitary sewer lines or manholes as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the Easement Area described herein.

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 on GRANTOR'S property as more particularly described at **Schedule "B"** attached hereto and incorporated herein by reference ("GRANTOR's Property"), including without limitation parking areas, driveways, walkways, recreational facilities and landscaping, if such damage arises out of GRANTEE'S acts or omissions. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

Notwithstanding anything to the contrary herein, (i) vehicles, recreational vehicles and trailers are expressly permitted to be located upon the surface of the Easement Area so long as Grantor shall move any vehicles, recreational vehicles and trailers on the Easement Area upon request of GRANTEE for emergency access, and (ii) GRANTEE's use of the Easement Area shall not interfere with the use of GRANTOR's Property by GRANTOR and its tenants, employees and agents, and shall be without cost to GRANTOR (or its tenants, employees or agents).

GRANTEE shall provide at least forty-eight (48) hours written notice to GRANTOR prior to accessing the herein granted Easement Area, except in the case of an emergency, in which case either party may notify the other party of said emergency as soon as reasonably practicable, and GRANTEE shall be immediately permitted to access the Easement Area to make emergency repairs. GRANTEE shall repair, at GRANTEE'S sole expense, any damage to GRANTOR's Property arising out of or in connection with GRANTEE's use of the sanitary sewer lines or manholes or the herein granted easement.

This Utility Easement Agreement may only be amended by a written agreement signed by all of the parties hereto and the same shall be effective only when recorded in the Public Records of Orange County, Florida.

[Signatures on Following Pages]

Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered
in the presence of:

Lakeshore Landings, LLC,
a Delaware limited liability company

[Signature]
Witness

Nicole Lewis
Printed Name

[Signature]
Witness
Barbara A. Giles
Printed Name

BY: [Signature]

Bruce Thelen
Printed Name

EVP
Title

(Signature of **TWO** witnesses required by Florida law)

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of December, 2022 by Bruce Thelen as EVP of Lakeshore Landings, LLC, a Delaware limited liability company, on behalf of the company. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

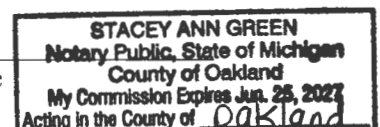
(Notary Seal)

Stacey Ann Green
Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid.

My commission expires:



Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

IN WITNESS WHEREOF, the said GRANTEE has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: Brynn W. Burks
Perry L. Demings
Orange County Mayor

DATE: 21 February 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: Jennifer Lora-Klimetz
for Deputy Clerk
Jennifer Lora-Klimetz
Printed Name

This instrument prepared by:
E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P. O. Box 1393
Orlando, Florida 32802-1393

Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

JOINDER AND CONSENT TO UTILITY EASEMENT AGREEMENT

The undersigned hereby certifies that it is the holder of the following mortgage, lien, or other encumbrance upon the above described Utility Easement: (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed April 20, 2007, recorded in Official Records Book 9221, Page 3993; (ii) that certain Assignment of Loan Documents and Mortgage filed February 7, 2008, recorded in Official Records Book 9589, Page 4981; (iii) that certain Assignment of Mortgage filed February 10, 2017, recorded as Document No. 20170078062; (iv) that certain Assignment of Mortgage filed June 2, 2017, recorded as Document No. 20170308541; (v) that certain Multi-State Consolidated, Amended and Restated Mortgage and Security Agreement filed June 2, 2017, recorded as Document No. 20170308542; (vi) that certain Absolute Assignment of Leases and Rents filed June 2, 2017, recorded as Document No. 20170308543; and (vii) that certain UCC-1 Financing Statement filed June 2, 2017, recorded as Document No. 20170308544, all of the Public Records of Orange County, Florida and that the undersigned hereby joins in and consents to the execution and recording of the foregoing Utility Easement, and agrees that its mortgage, lien, or other encumbrance, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Utility Easement, as said easement may be modified, amended, and/or assigned from time to time.

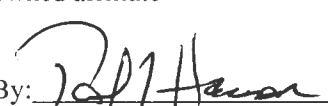
Witnesses:


Print Name: Ann Conner


Print Name: Christy Wojtowicz

The Northwestern Mutual Life Insurance
Company, a Wisconsin corporation

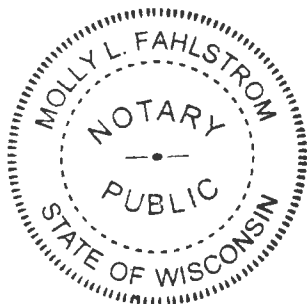
By: Northwestern Mutual Investment
Management Company, LLC, a Delaware
limited liability company, its wholly-
owned affiliate

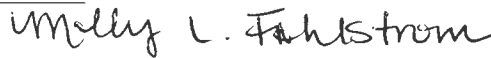
By: 
Print Name: Paul J. Hanson
Its: Managing Director

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2022 by Paul J. Hanson as Managing Director of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation on behalf of the corporation. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)




Notary Public

Print Name: Molly L. Fahlstrom

My Commission Expires: March 19, 2024

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801.D
ESTATE: EASEMENT
PURPOSE: UTILITY

Description

A parcel of land lying in the Northwest $\frac{1}{4}$ of Section 10, Township 23 South, Range 29 East, Orange County, Florida being more particularly described as follows:

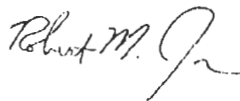
Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 10; thence N $89^{\circ}54'34''$ E along the North line of said Northwest $\frac{1}{4}$ for a distance of 301.69 feet; thence departing said North line run S $00^{\circ}05'26''$ E a distance of 75.00 feet; thence S $30^{\circ}23'20''$ W, a distance of 35.00 feet; thence N $59^{\circ}36'40''$ W, a distance of 4.46 feet to the Northeast corner of Utility Easement Parcel 801B as described in Official Records Book 7111 at Page 2784 of the Public Records of Orange County, Florida; thence S $37^{\circ}19'27''$ W, along the Easterly boundary of said Parcel 801B, a distance of 148.88 feet to the Southeast corner of said Parcel 801B and the POINT OF BEGINNING; thence run S $52^{\circ}40'23''$ E, along the easterly projection of the Southerly boundary of said Parcel 801B, a distance of 7.57 feet; thence departing said easterly projection run S $31^{\circ}10'15''$ W a distance of 52.24 feet; thence run N $58^{\circ}49'45''$ W a distance of 30.00 feet; thence N $31^{\circ}10'15''$ E a distance of 55.48 feet to the westerly projection of said Southerly boundary; thence S $52^{\circ}40'23''$ E, along said westerly projection and along said Southerly boundary, a distance of 22.60 feet to the POINT OF BEGINNING

Containing 1616 square feet or 0.037 acres, more or less

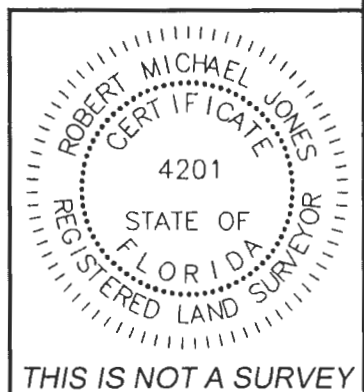
For the Firm,

Digitally signed by Robert M
Jones

Date: 2021.03.20 15:44:06 -04'00



Robert M. Jones
Florida Professional Surveyor and Mapper No.4201



PROJECT TITLE:

Orange County Utilities
Legal Description and Sketch
Pump Station #3141

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com

Certificate of Authorization Number LB-0007932

wood.

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: J.S.P.	CHKD. BY: R.M.J.	
DATE: 03/12/2021	DATE: 03/12/2021	
JOB No. 6374.21.1304	SCALE: N/A	SHT. 1 OF 3
DRAWING NAME: 6374211304 OCU PS 3141.dwg		

RH 10-13-21

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801.D
ESTATE: EASEMENT
PURPOSE: UTILITY

Surveyor's Notes:

1. This sketch of description is not valid without the original signature and the seal of the signing Florida licensed surveyor and mapper. The seal appearing on this document was authorized by Robert M. Jones, FL PSM No. 4201 on March 12, 2020. The electronic signature is in conformance with FAC 5J-17 .062(3).
2. This sketch of description is based on a limited amount of field work to determine the location of manholes 31410053 and 31410054.
3. The location and configuration of the lands described herein was furnished by the client.
4. Bearings and coordinates shown hereon are relative to the Florida State Plane Coordinate System , East Zone 901 based on the North line of the Northwest ¼ of Section 10, Township 23 South, Range 29 East, as being N 89°54'34" E per information from Florida Department of Environmental Protection Certified Corner Records (FDEPCCR) # 072436 and 072445.
5. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the client. Wood Environment & Infrastructure Solutions and the undersigned make no representations or guarantees pertaining to easements, rights of way, setback lines, reservations, agreements and/or other matters pertaining to title and survey.

THIS IS NOT A SURVEY

PROJECT TITLE:

Orange County Utilities
Legal Description and Sketch
Pump Station #3141

wood.

Wood Environment & Infrastructure Solutions, Inc.

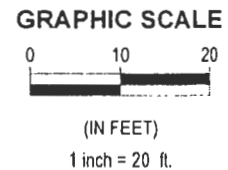
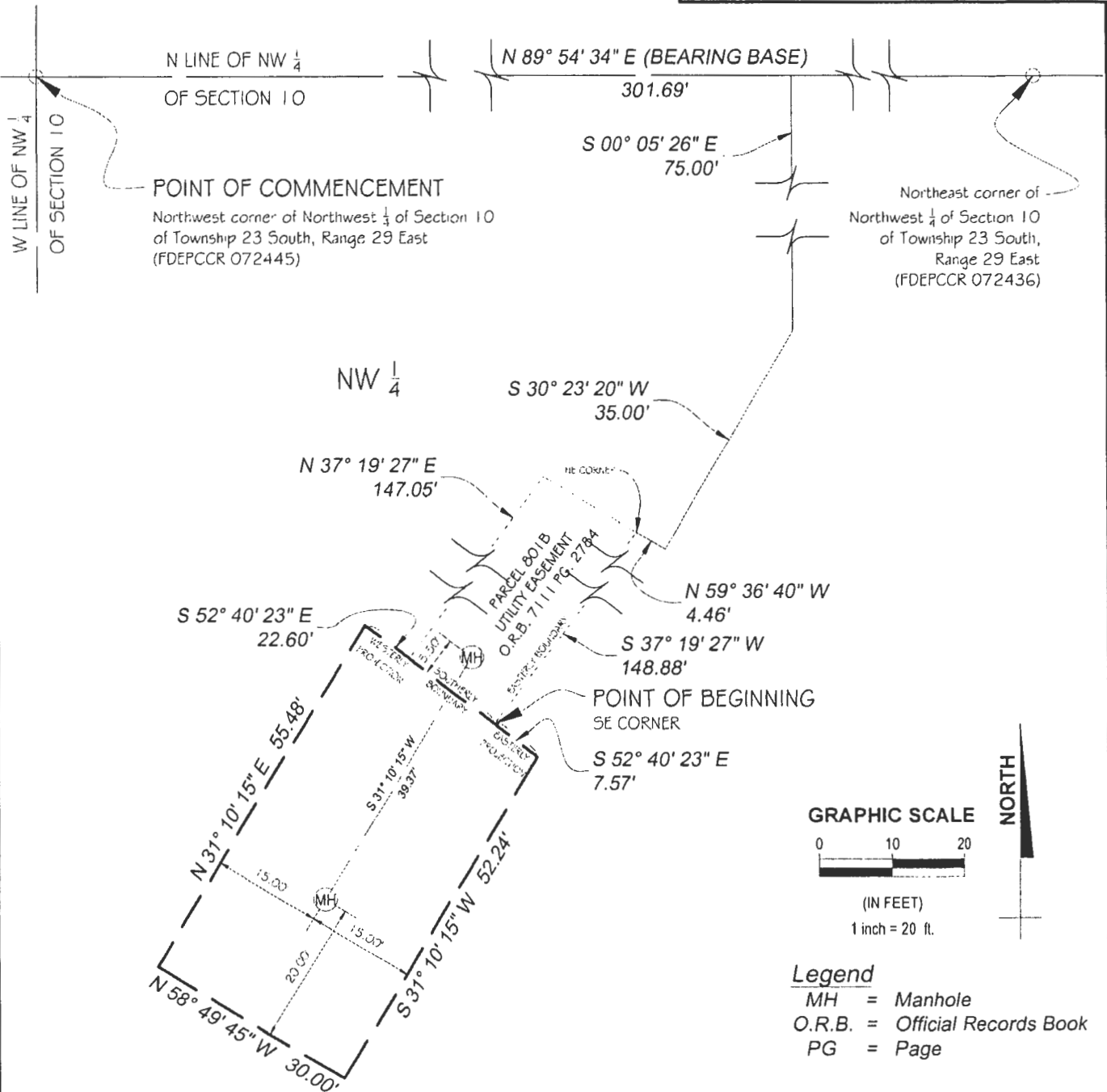
550 Northlake Boulevard, Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
www.woodplc.com

Certificate of Authorization Number LB-0007932

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY: J.S.P.		CHKD. BY: R.M.J.	
DATE: 03/12/2021		DATE: 03/12/2021	
JOB No. 6374.21.1304	SCALE: N/A	SHT. 2	OF 3
DRAWING NAME: 6374211304 OCU PS 3141.dwg			

RH 10-13-21

SCHEDULE "A"
 SKETCH OF DESCRIPTION
 PARCEL: 801.D
 ESTATE: EASEMENT
 PURPOSE: UTILITY



Legend
 MH = Manhole
 O.R.B. = Official Records Book
 PG = Page

THIS IS NOT A SURVEY

PROJECT TITLE:

Orange County Utilities
 Legal Description and Sketch
 Pump Station #3141

wood.

Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com

Certificate of Authorization Number LB-0007932

DATE	BY	REVISION	DESCRIPTION
DRAWN BY: J.S.P.	CHKD. BY: R.M.J.		
DATE: 03/12/2021	DATE: 03/12/2021		
JOB No. 6374.21.1304	SCALE: 1" = 20'	SHT. 3	OF 3
DRAWING NAME: 6374211304 OCU PS 3141.dwg			

RH 10-13-21

Instrument: 801D.1
Project: Mo-Ho MHP P.S. #3141

SCHEDULE "B"
GRANTOR'S PROPERTY
LEGAL DESCRIPTION

ALL OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST;

AND ALL OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 29 EAST, THAT LIES WESTERLY OF THE SURVEY LINE ESTABLISHED BY THAT CERTAIN EASEMENT DEED TO THE STATE OF FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 572, PAGE 582, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS MODIFIED BY THAT CERTAIN BILATERAL QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2177, PAGE 796 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, EXTENDED AS A STRAIGHT LINE NORTHEASTERLY TO THE NORTH BOUNDARY LINE OF SAID SECTION 10, TOWNSHIP 23 SOUTH, RANGE 29 EAST AND EXTENDED AS A STRAIGHT LINE SOUTHWESTERLY TO THE EAST BOUNDARY OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST;

LESS THE RIGHT OF WAY FOR 33RD STREET, AS RECORDED IN DEED BOOK 519, PAGE 180 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 01/03/2023

Total Amount: \$78.70

Project: Mo-Ho MHP PS #3141

Parcels: 801D

Charge to Account # 4420-038-1347-6110

Thomas Stangle Digitally signed by Thomas Stangle
Date: 2023.01.04 07:45:20 -05'00'

Controlling Agency Approval Signature Date

Printed Name:

Wayne McCoy 1/4/23

Fiscal Approval Signature Date

Wayne McCoy
Printed Name

TYPE TRANSACTION (Check appropriate block(s))
Pre-Condemnation Post-Condemnation

X N/A District # 6

Acquisition at Approved Appraisal
Acquisition at Below Approved Appraisal
Acquisition at Above Approved Appraisal
Advance Payment Requested
X Donation

NAME, ADDRESS, FEIN
(No Social Security No.)

Orange County Comptroller
Recording Fees: \$78.70

Total \$78.70

DOCUMENTATION ATTACHED (Check appropriate block(s))

Contract/ Agreement
X Copy of Executed Instruments
Certificate of Value
Settlement Analysis

Payable to: Orange county Comptroller \$78.70

DO NOT MAIL: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Steve Cochran

Digitally signed by Steve Cochran
Date: 2023.01.03 08:35:47 -05'00'

Steve Cochran, Acquisition Agent, Real Estate Management Div.

Date

Payment Approved Nemesie Esteves

Digitally signed by Nemesie Esteves
Date: 2023.01.03 12:26:23 -05'00'

Nemesie Esteves, Assistant Manager, Real Estate Management Div. Date

or

Payment Approved

Mindy T. Cummings, Manager, Real Estate Management Div.

Date

Certified

Approved by BCC Jennifer Lou-Lemety
 Deputy Clerk to the Board

2-21-2023
Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

Anticipated Closing Date: N/A

APPROVED

BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

FEB 2 1 2023