



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: April 13, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Mary Tiffault, Sr. Title Examiner *MT*
Real Estate Management Division *PS*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: Approval and execution of Subordination of Encumbrance to Property Rights to Orange County between Orlando Utilities Commission and Orange County and authorization to record instrument

PROJECT: Estates at Sawgrass Plantation – Phase 2 Pcl 1, PSP/DP Case #5025603
District 4

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of development.

ITEM: Subordination of Encumbrance to Property Rights to Orange County

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Development Engineering Division
Risk Management Division

REMARKS:

The Subordination of Encumbrance to Property Rights to Orange County (Subordination) will subordinate Orlando Utility Commission's (OUC) interest in their existing easement encumbering certain lands to be dedicated to County as right-of-way by the proposed plat of Estates at Sawgrass Plantation – Phase 2. If County should require OUC to alter, adjust, or relocate its facilities located within said lands in connection with this subordination, County shall pay the cost of such alteration, adjustment, or relocation, including but not limited to the cost of acquiring appropriate easements.

County is executing the Subordination to show acceptance of the terms and conditions.

Developer to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 05 2020

Project: Estates at Sawgrass Plantation – Phase 2 Pcl 1, PSP/DP Case #5025603

SUBORDINATION OF ENCUMBRANCE TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN THESE PRESENTS: That whereas, it is proposed by ORANGE COUNTY, a charter county and a political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando Florida 32802-1393 to locate, construct, maintain, and/or improve a road right-of-way build and dedicate to ORANGE COUNTY, a charter county and political subdivision of the State of Florida, a road right-of-way and related improvements pursuant to that certain Payette Way; and,

WHEREAS, a portion of the lands involved and necessary to said project is subject to the below encumbrance held by the undersigned; and,

WHEREAS, On behalf of ORANGE COUNTY, a request has been made for the undersigned to subordinate a portion of said encumbrance to the property rights of ORANGE COUNTY in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations, paid, receipt of which is hereby acknowledged, the CITY OF ORLANDO and OUC hereby subordinates a portion of the said easement to the property rights of the said County, to locate, construct, maintain, and/or improve said roadway through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Encumbrance:

City of Orlando and Orlando Utilities Commission
FROM: Eloise Yates
Easement filed September 28, 1989
Recorded in Official Records Book 4118, Page 4767
Public Record of Orange County, Florida.

City Council Meeting: 01-27-2020
Item: K-3 Documentary: 200127K03

PROVIDED, ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates a portion of said easement insofar as same affects the rights and privileges of ORANGE COUNTY, in its use of the land specifically above described only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said easement or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by the ORANGE COUNTY and cease to be used for the foregoing described purposes that in such event the subordination of said easement shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

Stipulation:

1. The following rights are reserved to OUC:

- a. OUC, at its sole expense, shall have the right to construct, operate, maintain, approve, add to, upgrade, remove and relocate facilities including underground conduit, conductors and associated equipment over, under and upon the lands described herein in accordance with applicable utility industry standards and Orange County's current minimum standards for the co-location of such facilities as required by the latest edition of the State of Florida, Department of Transportation, Utility Accommodation Guide; provided, however, that such activity or the facilities may not unreasonably interfere with the use and operation of Orange County's facilities so long as they remain in the configuration of the roadway as proposed in Exhibit "B" hereto described and to the extent that OUC exercises those rights reserved in this section (a) and the activities result in damage to such Orange County facilities then OUC shall repair any damage to such Orange County facilities.
- b. OUC shall have a reasonable right to enter upon the lands described herein for the purposes outlined in the preceding paragraph, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities provided the exercise of such rights do not interfere with the operation and safety of Orange OUC shall have a reasonable right to enter upon the lands described herein for the purposes outlined in the preceding paragraph, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities provided the exercise of such rights do not interfere with the operation and safety of Orange County's

facilities. Should Orange County require OUC to alter, adjust, or relocate its facilities located within the above described lands, Orange County hereby agrees to pay the costs of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements, as mutually agreed upon, in advance, by the parties. OUC's obligations to alter, adjust or relocate its facilities are subject to the permitting requirements of any state and/or federal agencies having jurisdiction over the easement.

2. Orange County and OUC agree 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 fees) to the extent caused by its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment. Nothing contained in this instrument shall constitute a waiver of the grant of sovereign immunity or the provisions and protections of §768.28, Florida Statutes, or a waiver of the limits of liability referenced therein. The provisions of this instrument do not constitute an agreement by either party to assume any liability for, or obligation with respect to, the acts, omissions, and/or negligence of the other party, its officials and employees. Nothing in this Agreement inures to the benefit of a third party to allow a claim otherwise barred by sovereign immunity or other operation of law.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year indicated below.

Signed, sealed and delivered in the presence of:

[Signature]
(sign)
Print Name: Richard H. Baker Jr

Kimberly J. Catlett
(sign)
Print Name: Kimberly J. Catlett
As to Orlando Utilities Commission

ORLANDO UTILITIES COMMISSION

By: Clint Bullock
CLINT BULLOCK
General Manager & CEO

Attest: Elizabeth M. Shawhan
~~ELIZABETH M. MASON~~ Assistant Secretary
Elizabeth M. Shawhan

Approved by OUC as to Form Other than Legal Description

Wayne J. [Signature]
Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

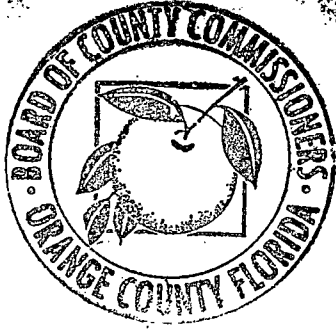
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared CLINT BULLOCK and ELIZABETH M. MASON respectively. General Manager & CEO and Assistant Secretary' of the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument on behalf of said ORLANDO UTILITIES COMMISSION, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of ORLANDO UTILITIES COMMISSION is duly affixed thereto arid the instrument is the act and deed of .said Commission,

WITNESS my hand and official seal in the county and state last aforesaid this 18th day of February 2020.

(Notarial Seal)



[Signature]
Notary Public (sign)
Print Name: _____
State of Florida,
My Commission Expires: _____



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 11 May 2020

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

BY: *Noelia Perez*
Deputy Clerk
Noelia Perez
Printed Name

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management
Division of Orange County,
Florida.

CITY OF ORLANDO JOINDER AND CONSENT

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Orlando hereby joins in and consents to the foregoing Subordination. The Parties agree that the City's consent herein does not operate to impose any obligation or liability upon the City whatsoever. The City's further acknowledge that the City's consent herein does not, in any way, constitute a waiver of City's rights to approve and/or regulate development of any property within the City in accordance with the City Code and any other applicable laws or regulations. OUC shall indemnify and hold the City of Orlando harmless against all costs and liability associated with any claim against the City and arising out of the Subordination.

IN WITNESS WHEREOF, this Joinder and Consent is made this 27 day of JANUARY, 2020.

Signed, sealed and delivered in the presence of the following witnesses:

Diana Perez
Signature of Witness 1
DIANA PEREZ
Printed Name of Witness

Denise Holdridge
Signature of Witness 2
DENISE HOLDRIDGE
Printed Name of Witness

(MUNICIPAL SEAL)

CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida

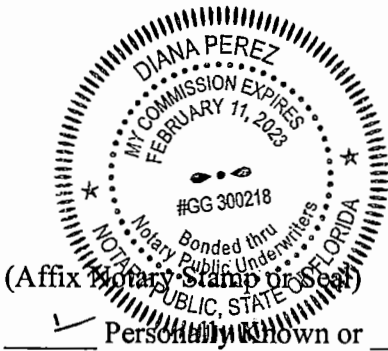
By: *Ramona*
Mayor/Mayor Pro Tem

ATTEST:
By: *Denise Aldridge*
Denise Aldridge, City Clerk

[Signatures continued on next page.]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of JANUARY, 2020, by _____ as Mayor/Mayor Pro Tem, and Denise Aldridge, as City Clerk, of the City of Orlando, Florida.



Diana Perez
Notary Public Signature
Print, Type or Stamp Name of Notary: DIANA PEREZ

Personally Known or _____ Produced Identification
Type of Identification Produced _____

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

[Signature]
Assistant City Attorney
City of Orlando, Florida

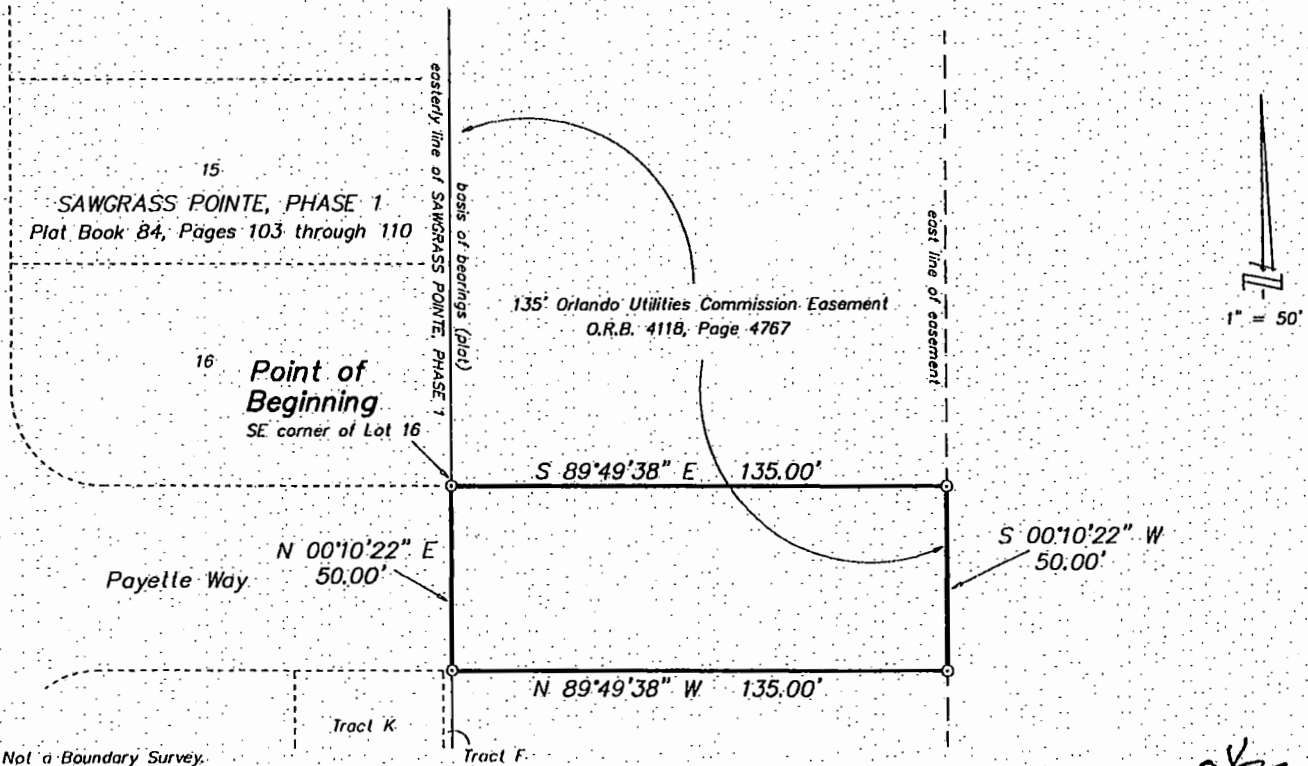
EXHIBIT "A"

Legal Description

A portion of Section 19, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of Lot 16, SAWGRASS POINTE, PHASE 1, according to the plat thereof, as recorded in Plat Book 84, Pages 103 through 110, Public Records of Orange County, Florida; thence run S 89°49'38" E, a distance of 135.00 feet to a point on the east line of an existing 135 foot wide Orlando Utilities Commission Easement; as described and recorded in Official Records Book 4118, Page 4767, Public Records of Orange County, Florida; thence run S 00°10'22" W, along said east line, a distance of 50.00 feet; thence, departing said east line, run N 89°49'38" W, a distance of 135.00 feet to a point on the east line of said SAWGRASS POINTE, PHASE 1; thence run N 00°10'22" E, along said east line, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 6,750 square feet, more or less.




Not a Boundary Survey.
 The legal description was prepared by the Surveyor.
 The plat of ESTATES AT ESTATES AT SAWGRASS PLANTATION - PHASE 2 is proposed.
 O.R.B. - Official Records Book

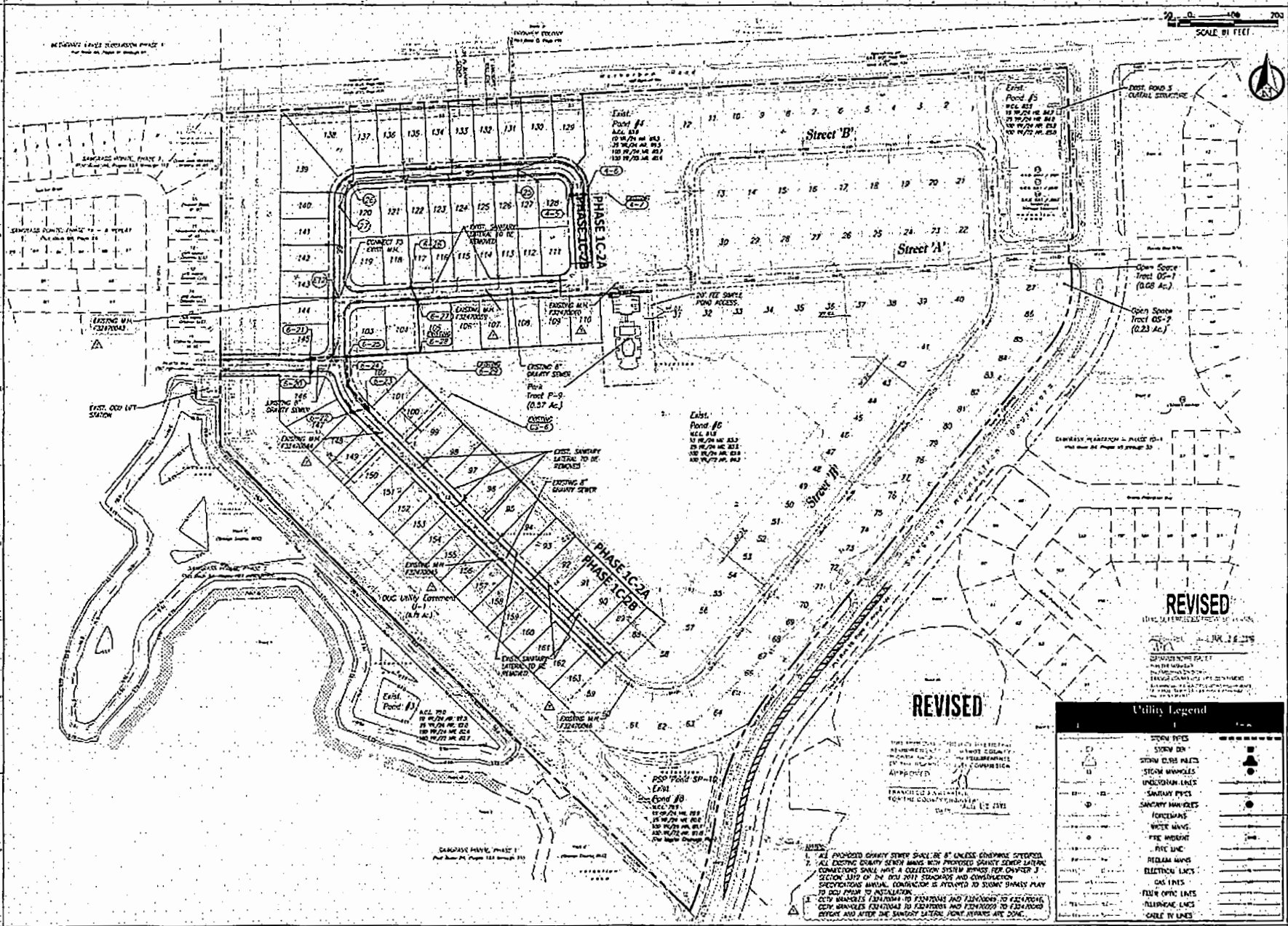
SKETCH OF DESCRIPTION ONLY - NOT A SURVEY
 NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
 of lands situated in

Section 19, Township 24 South, Range 30 East
 Orange County, Florida

OK
 (Signature)

PREPARED FOR: Park Square Homes  GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656	JOB NO. 0313,255	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GDA LB No. 7194  R. CLAYTON GANUNG MEV #153 MO 4236
	SHEET 1 of 1	
	DATE 4/24/19 REV. 8/08/19	
	SCALE As Noted	



154781

SCALE: 1" = 100'

EXHIBIT "B"

Creation

DATE: 11/15/2011

PROJECT: YATES P.D. - PARCEL 1 PHASE IC-2B

ORANGE COUNTY PROJECT NO. 15450

ORANGE COUNTY, FL

DRAINAGE & WASTEWATER PLAN

CS.00

POULOS & BENNETT

Project Name: YATES P.D. - PARCEL 1 PHASE IC-2B

DATE: 11/15/2011

PROJECT: YATES P.D. - PARCEL 1 PHASE IC-2B

ORANGE COUNTY PROJECT NO. 15450

ORANGE COUNTY, FL

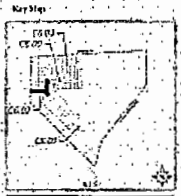
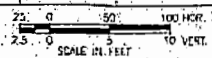
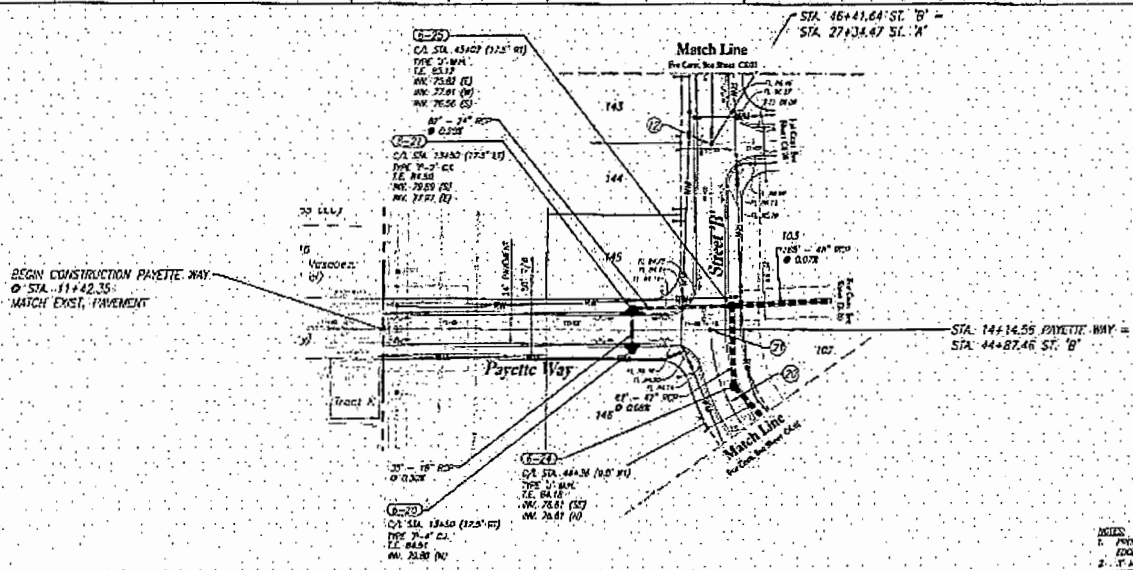
DRAINAGE & WASTEWATER PLAN

CS.00

POULOS & BENNETT

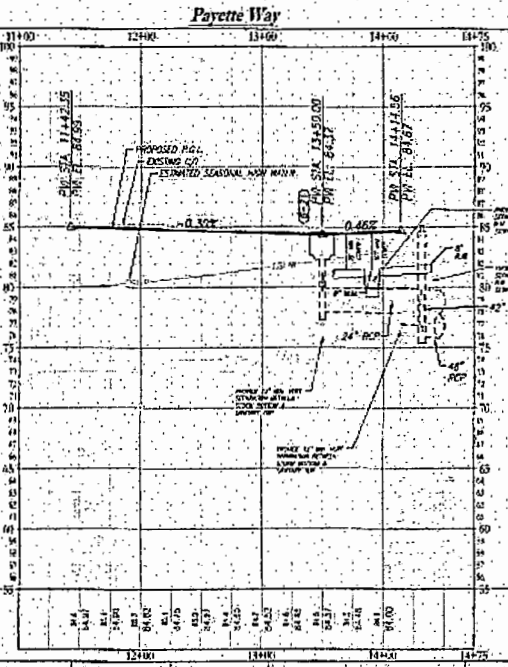
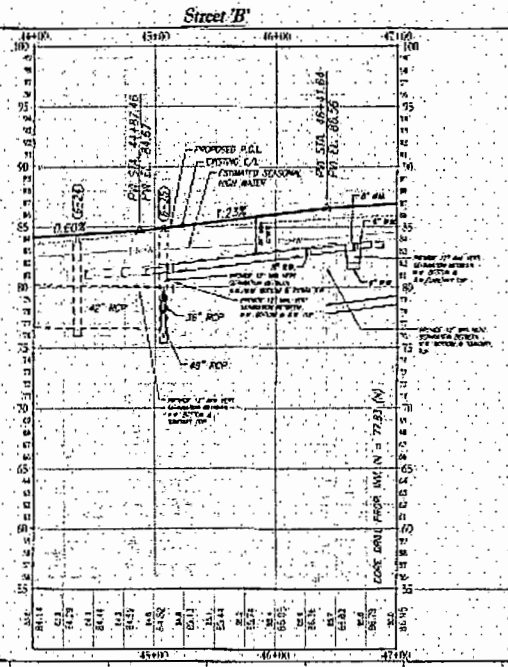
Project Name: YATES P.D. - PARCEL 1 PHASE IC-2B

DATE: 11/15/2011



BEGIN CONSTRUCTION PAYETTE WAY @ STA. 11+42.35
MATCH EXIST. PAVEMENT

- NOTES:**
1. PHYSICAL AND HORIZONTAL SEPARATION BETWEEN SANITARY SEWER AND COOLING WATER MAINS.
 2. 3" MIN. HORIZONTAL SEPARATION BETWEEN INTERFERING PIPES AND WATER MAINS & SEWERS.
 3. ALL EXISTING UTILITY SERVICE MAINS WITH PROPOSED CONDUIT SHALL BE LATERAL CONNECTIONS SHALL HAVE A COLLATERAL SPECIAL SPACES FOR CHAPTER 1, SECTION 1112 OF THE 2007 ASHRAE STANDARD AND CONSTRUCTION SPECIFICATIONS MANUAL. CONSTRUCTION IS REQUIRED TO SUBMIT OFFERS PLAN TO CITY PRIOR TO INSTALLATION.



REVISED

FOR APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA. APPROVED: [Signature] DATE: 4/6/2010

REVISED

FOR APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA. APPROVED: [Signature] DATE: 4/6/2010

EXHIBIT

"B"

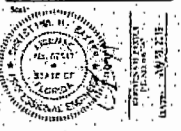
DATE	04/06/2010
PROJECT	ORANGE COUNTY, FLORIDA
LOCATION	PARCEL 1, PHASE 1C-2B
SCALE	AS SHOWN
DESIGNER	POULOS & BENNETT, LLC
CHECKER	[Signature]
DATE	04/06/2010

PARCEL 1 PHASE 1C-2B

ORANGE COUNTY, FL

PLAN & PROFILE

CG.02



POULOS & BENNETT

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www.poullos.com