



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: May 17, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Erica L. Guidroz, Acquisition Agent *RKB*
Real Estate Management Division *for ELG*

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF TEMPORARY CONSTRUCTION EASEMENT BETWEEN WALT DISNEY PARKS AND RESORTS U.S., INC. AND ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT

PROJECT: CR 545 (Avalon Rd) (Osceola County Line to Porter Road)

District 1

PURPOSE: To provide for access and construction of road improvements.

ITEM: Temporary Construction Easement (Instrument 7017.1)
Cost: Donation
Size: 1.424 acres
Term: 3 years

BUDGET: Account No.: 1034-072-5006-6110

FUNDS: \$69.50 Payable to Orange County Comptroller
(recording fees)

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

REMARKS: This easement is required for County's CR 545 (Avalon Rd) (Osceola County Line to Porter Road) project.

Orange County is executing the Temporary Construction Easement to show acceptance of its terms and conditions.

County to pay recording fees.

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: 5-17-2018

Amount: \$69.50

Project: CR 545 (Avalon Road) (Osceola County Line to Porter Road)

Parcel: 7017

Charge to Account # 1034-072-5006-6110

Engineering Approval

Date

Fiscal Approval

Date

TYPE TRANSACTION (Check appropriate block(s))

☒ Pre-Condemnation ☐ Post-Condemnation

☐ N/A

District # 1

☐ Acquisition at Approved Appraisal

☐ Acquisition at Below Approved Appraisal

☐ Acquisition at Above Approved Appraisal

☒ Advance Payment Requested

Orange County Comptroller
Recording Fees \$69.50

Total \$69.50

DOCUMENTATION ATTACHED (Check appropriate block(s))

☐ Contract

☒ Copy of Executed Instruments

☐ Certificate of Value

☒ Settlement Analysis

Payable to: Orange County Comptroller (\$69.50)

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

Recommended by

Erica Guidroz
Erica Guidroz, Acquisition Agent

Date

5-17-18

Payment Approved

Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

Date

5/18/18

Certified

Katie Smith
Approved by BCC Deputy Clerk to the Board

Date

JUN 05 2018

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 05 2018

Under Ordinance Approval

Amount: \$69.50

Parcels: 7017

Date _____

Date _____

District # 1

 X Advance Payment Requested

**Orange County Comptroller
Recording Fees \$69.50**

Total \$69.50

X Settlement Analysis

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

Date _____

Paul Sladek, Manager, Real Estate Management Division

Date _____

Approved by BCC Deputy Clerk to the Board

Date _____

Comptroller/Government Grants

Check No. / Date

Please Contact Acquisition Agent @ 67036 if you have any questions.

Project: CR 545 (Avalon Rd) Osceola County Line to Porter Road
Parcel No(s): 7017
Name of Owner(s): Walt Disney Parks and Resorts U.S., Inc.
Page No.: 1

SETTLEMENT ANALYSIS

 X Pre-Condemnation
 Not Under Threat

***This is a Donation**

Temporary Construction Easement:

\$0

EXPLANATION OF RECOMMENDED SETTLEMENT

(Memorandum to File pursuant to Section 4 of Ordinance 92-29)

The subject property is located along the east side of County Road 545 (Avalon Road), just south of Seidel Road within unincorporated Orange County. The subject parent tract contains 26.041 +/- acres and is vacant with no site improvements.

This Temporary Construction Easement (TCE) contains 1.424 Acres +/- and is needed to temporarily collect storm water runoff from Disney / RCID property during construction of the proposed stormwater pond being constructed on Parcel 9017 for the improvement of Avalon Road. Parcel 7017 is being donated to the County by Walt Disney Parks and Resorts U.S., Inc. at no charge.

Recommended by: Erica Guidroz Date: 5-3-18
Erica Guidroz, Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K. Babcock Date: 5-3-18
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: Paul Sladek Date: 5/17/18
Paul Sladek, Manager, Real Estate Mgmt. Division

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 05 2018

Instrument: 7017.1

Project: CR 545 (Avalon Road) (Osceola County Line to Porter Road)

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the 18 day of April, A.D. 2018, by Walt Disney Parks and Resorts U.S., Inc., a Florida corporation, whose address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, 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, its successors and assigns, a Temporary Construction Easement more particularly defined in Schedule "B" attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number:

a portion of

08-24-27-0000-00-031

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

1. Grantee has, at Grantee's sole cost and expense, obtained the necessary permits from the relevant government authority (the "Wetland Permits") to allow Grantee to perform the work in the easement in accordance with the Permitted Use. Grantee will deliver a copy of the Wetland Permits to Grantor for its records.

Instrument: 7017.1

Project: CR 545 (Avalon Road) (Osceola County Line to Porter Road)

2. Condition of Easement Area; Indemnity.

Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto.

To the extent provided by and without waiving its rights and protections pursuant to Section 768.28, Florida Statutes, or any successor law, Grantee agrees to hold harmless Grantor from all claims, actions, losses, suits, judgments, fines, liabilities, costs, expenses, and attorney's fees, arising out of or resulting from use of this Temporary Construction Easement by Grantee or its employees, agents, contractors, or others acting on its behalf, including without limitation arising out of or resulting from the negligent construction of the stormwater drainage ditch and appurtenant drainage facilities described on Schedule "B" to this Temporary Construction Easement.

Neither party shall be liable for the acts or omissions of the other party.

Notwithstanding any term or provision of this Temporary Construction Easement seemingly to the contrary, Grantee shall not, by virtue of entering into this Temporary Construction Easement nor by virtue of anything set forth in this Temporary Construction Easement, waive (or be deemed to have waived) its right to sovereign immunity or the sovereign immunity limits established by Florida law (including, but not limited to, the limits established by Section 768.28, Florida Statutes).

3. Insurance.

Insurance of Grantee. Grantee represents and warrants to Grantor that pursuant to that certain Orange County Interlocal Agreement Risk Management and Self-Insurance dated August 10, 2004, which Grantee represents and warrants remains in effect, Grantee is self-insured and as such, is a qualified self-insurer in the State of Florida.

Insurance of Grantee's Contractors. Unless otherwise agreed to by Grantor and Grantee, Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a. Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, protecting Grantee and Grantor from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder, or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each by virtue of any contract with the Grantee, which insurance shall name Grantor as additional insured; and

b. Workers' compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of A- VII or better, shall include a waiver of subrogation, be primary and noncontributory, and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Prior to commencing any work in the Easement Area, Grantee shall cause its contractors to provide certificates of insurance, together with copies of the binding endorsements to Grantor. In the event of any cancellation or reduction of coverage, Grantee's contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

Instrument: 7017.1

Project: CR 545 (Avalon Road) (Osceola County Line to Porter Road)

IN WITNESS WHEREOF, the GRANTOR and the GRANTEE has caused these presents to be executed in their names.

Signed, sealed and delivered
in the presence of:

Walt Disney Parks and Resorts U.S., Inc.,
a Florida corporation

Jeanette Manent
Witness

Jeanette Manent
Printed Name

Eileen Barth
Witness

Eileen BARTH
Printed Name

BY: *JMB*

Name: Joyce Marie Bowers

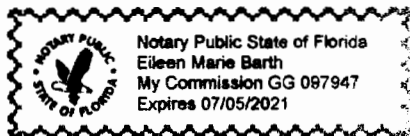
Title: Vice President

(Signature of TWO witnesses required by Florida law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th of April,
20 18, by Joyce Marie Bowers, as Vice President of Walt Disney Parks and Resorts U.S., Inc.,
a Florida corporation, on behalf of the corporation. She ☒ is personally known to me or ☐ has produced
_____ as identification.

(Notary Seal)



Eileen Marie Barth

Notary Signature

Eileen Marie Barth

Printed Notary Name

Notary Public in and for the County and
State aforesaid



Orange County, Florida
By Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Date: 6.5.18

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

By: *Katie Smith*
Deputy Clerk

Katie Smith
Printed Name

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

SCHEDULE "A"

VILLAGE H (AVALON ROAD - C.R. 545) RAC

TEMPORARY CONSTRUCTION EASEMENT NUMBER: 7017

LEGAL DESCRIPTION

A portion of land being in the northwest quarter of Section 8, Township 24 South, Range 27 East, Orange County, Florida and being more particularly described as follows:

Commence at the West quarter corner of said Section 8; thence run along the South line of the North half of said Section 8, North 89°53'47" East, 1436.21 feet to the easterly Right of Way Line of County Road 545 (Avalon Road), as shown on the Right of Way Identification Map produced by Donald W. McIntosh, Associates, Inc., Project Number 12167.001, dated 12/22/2014; thence leaving said South line run along said easterly Right of Way Line, North 00°29'10" West, 1315.90 feet to the North line of the South half of the northwest quarter of said Section 8; thence leaving said easterly Right of Way Line run along said North line, North 89°25'38" East, 54.00 feet; thence leaving said North line run North 00°29'10" West, 110.56 feet to the POINT OF BEGINNING; thence continue North 00°29'10" West, 473.59 feet; thence run North 89°30'50" East, 67.32 feet; thence run South 00°29'10" East, 425.50 feet; thence run North 89°25'26" East, 361.52 feet; thence run South 00°29'12" East, 93.46 feet; thence run North 89°30'34" East, 113.29 feet; thence run South 00°37'56" East, 61.54 feet; thence run North 89°48'25" East, 38.90 feet; thence run South 29°57'50" East, 3.62 feet to the aforementioned North Line of the South half of the northwest quarter; thence run along said North line, South 89°25'38" West, 201.97 feet; thence leaving said North line run, North 00°29'10" West, 100.54 feet to the point of curvature of a curve to the left, having a radius of 10.00 feet, a delta angle of 090°05'12", a chord bearing of North 45°31'46" West and a chord distance of 14.15 feet; thence run northwesterly along the arc of said curve 15.72 feet to a point of tangency; thence run South 89°25'38" West, 370.99 feet to the POINT OF BEGINNING.


Said lands contain 1.424 Acres more or less.

NOTES

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTH HALF OF SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING NORTH 89°53'47" EAST.
5. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED FROM INFORMATION CONTAINED WITHIN THE RIGHT OF WAY IDENTIFICATION MAP FOR COUNTY ROAD 545 (AVALON ROAD), AS PRODUCED BY DONALD W. McINTOSH ASSOCIATES, INC., PROJECT No. 12167.001, DATED 12/22/2014.

CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.


ELI DONALDSON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6984

4/12/2018
DATE

SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

DRAWN BY: C.A.P.	CHECKED: E.J.D.
PROJECT # 61992.00	
DRAWING: TCE PARCEL 7017.DWG	
DRAWING DATE: 10/18/2017	
SHEET 1 OF 2	

SKETCH & DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT 7017

ISSUED FOR:

REEDY CREEK IMPROVEMENT DISTRICT



0 100 200
1 : 200 U.S. SURVEY FEET

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	10.00'	090°05'12"	N 45°31'46" W	14.15'	15.72'

7017
PARCEL ID: 08-24-27-0000-00-022
OWNER: REEDY CREEK IMP. DIST.

LEGEND

CMON = CONCRETE MONUMENT
C.C.R. = CERTIFIED CORNER RECORD
DIST. = DISTRICT
ID. = IDENTIFICATION
IMP. = IMPROVEMENT
P.C. = POINT OF CURVATURE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.T. = POINT OF TANGENCY
R/W = RIGHT OF WAY
SEC. = SECTION
S.R.P.B. = STATE ROAD PLAT BOOK
PL = PROPERTY LINE

NORTH LINE OF THE SOUTH HALF OF
THE NORTHWEST QUARTER
SECTION 8

PARCEL ID: 08-24-27-0000-00-017
OWNER: D.R. HORTON, INC.

COUNTY ROAD 545
(AVALON ROAD)

RIGHT OF WAY IDENTIFICATION MAP
PRODUCED BY DONALD W. MCINTOSH ASSOCIATES, INC.
PROJECT NO. 12167.001, DATED 12/22/2014

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°29'10" W	473.59'
L2	N 89°30'50" E	67.32'
L3	S 00°29'10" E	425.50'
L4	N 89°25'26" E	361.52'
L5	S 00°29'12" E	93.46'
L6	N 89°30'34" E	113.29'
L7	S 00°37'56" E	61.54'
L8	N 89°48'25" E	38.90'
L9	S 29°57'50" E	3.62'
L10	S 89°25'38" W	201.97'
L11	N 00°29'10" W	100.54'
L12	S 89°25'38" W	370.99'

P.O.C.

WEST QUARTER CORNER OF
SEC. 8-24-27
FOUND 6"x6" CMON
WITH 1" IRON PIPE, NO ID.
C.C.R.# 99011

EAST QUARTER CORNER OF
SEC. 8-24-27
FOUND 6"x6" CMON, NO ID.
C.C.R.# 78151

SEE SHEET 1 OF 2 FOR DESCRIPTION,
CERTIFICATION AND NOTES

SECTION 8, TOWNSHIP 24 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: C.A.P. CHECKED: E.J.D.
PROJECT 61992.00
DRAWING: TCE PARCEL 7017.DWG
DRAWING DATE: 10/18/2017
SCALE: 1" = 200' SHEET 2 OF 2

SKETCH & DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT 7017
ISSUED FOR:
REEDY CREEK IMPROVEMENT DISTRICT

SCHEDULE "B"

AVALON ROAD (C.R. 545) PARCEL 7017

TEMPORARY CONSTRUCTION EASEMENT

Parcel 7017 is being acquired as a temporary, non-exclusive easement with full authority to enter upon the lands described in attached Schedule "A" for the purpose of constructing a stormwater drainage ditch and appurtenant facilities over, under, and upon the following lands as described in Schedule "A". At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached Schedule "A" or after three (3) years, whichever occurs first.