



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: May 17, 2021

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

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

FROM: Kim Heim, Senior Title Examiner *MTC fw/keh*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval and execution of Distribution Easement from Orange County to Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument

PROJECT: Pump Station 3499 (South Central)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities by Duke Energy Florida, LLC, d/b/a Duke Energy.

ITEM: Distribution Easement
Revenue: None
Size: 4.13 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS:

This blanket distribution easement provides Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for the construction of improvements to serve the South Central Master Pump Station. This document will not be recorded at this time. County will provide the sketch of description showing the location of the installed facilities, within 60 days of installation. A descriptive easement with a sketch of description showing the location of the facilities will replace this blanket distribution easement. If the sketch of description is not provided by County within 60 days after completion of installation, Grantee may record this blanket distribution easement.

Grantee to pay all recording fees, if any.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 08 2021

Project: Pump Station 3499 (South Central)



SEC: 21	TWP: 24	RGE: 29	COUNTY: ORANGE	PROJECT: 37541893
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: Deerfield Blvd., Orlando Florida 32837				
TAX PARCEL NUMBER: 21-24-29-0000-00-010				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (**GRANTOR** herein), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, d/b/a DUKE ENERGY**, its successors, lessees and assigns, (**GRANTEE** herein), Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege and easement to construct, reconstruct, operate and maintain in perpetuity or until the use thereof is abandoned, one or more electric underground distribution lines and related underground facilities and appurtenant aboveground facilities (including supporting structures, other wires, attachments and accessories desirable in connection therewith); together with the right, privilege and easement to construct, reconstruct, operate communication facilities only for the use and convenience of the **GRANTEE** for the **GRANTEE'S** internal communications. This is subject to all applicable permitting requirements as may be required by federal, state, or local codes, statutes, ordinances, or regulations, over, under, upon and across 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 lying 5.00 feet on each side of **GRANTEE'S** Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by **GRANTOR** within sixty (60) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within sixty (60) days after completion of installation, **GRANTEE** will record this easement.

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 property without **GRANTOR'S** prior written approval.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs and undergrowth along said lines, and further including the reasonable right to enter upon the adjoining lands of the **GRANTOR** for the purpose of exercising the rights herein granted. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE'S** facilities. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR covenants and agrees that no trees, buildings, structures or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered.

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, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is incident to the exercise of GRANTEE'S rights, privileges, or obligations under this Easement.

GRANTEE shall defend, indemnify and hold harmless GRANTOR, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this Easement to the extent directly arising out of or to the extent caused by: (i) the negligent use and enjoyment by GRANTEE, its directors, officers, employees, agents, contractors or their subcontractors, anyone employed by them, or anyone for whose acts any of them may be liable (collectively "GRANTEE'S Permittees") of the Easement Area; (ii) all liens and other charges asserted against the Easement Area for any purpose whatsoever to the extent arising as a result of the actions of GRANTEE, or GRANTEE'S Permittees; (iii) all claims relating to injury to persons or property occurring on or about the Easement Area to the extent caused by the use or control of the Easement Area by GRANTEE or GRANTEE'S Permittees; (iv) GRANTEE'S or GRANTEE'S Permittees' failure to properly construct and maintain the Facilities; and, (v) GRANTEE'S or GRANTEE'S Permittees' construction activities upon, over or under the Easement Area. Notwithstanding any provision of this easement, nothing herein shall be construed as a waiver of GRANTOR'S sovereign immunity.

GRANTOR retains all rights in and to said Easement Area not in conflict with GRANTEE'S rights hereunder granted.

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.



Orange County, Florida
By: Board of County Commissioners
BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 10 June 2024

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

BY: *Craig Stopyra*
for Deputy Clerk
Craig Stopyra
Printed Name

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

EXHIBIT "A"

Begin at the center of Section 21, Township 24 South, Range 29 East, Orange County, Florida; thence run North $89^{\circ}38'15''$ East along the South line of the Northeast $1/4$ of said Section 21, a distance of 600.00 feet; thence run South $44^{\circ}41'37''$ West 849.36 feet to a point on the North-South center of said Section 21; thence run North $00^{\circ}15'01''$ West along said North-South center of said Section 21 a distance of 600.00 feet to the Point of Beginning. Containing therein 4.132 acres, more or less.