



Legislation Text

File #: 26-0255, **Version:** 1

Interoffice Memorandum

DATE: February 18, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Elizabeth Price Jackson, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Distribution Easement from Orange County Board of County Commissioners to Duke Energy Florida, LLC d/b/a Duke Energy and authorization to record instrument for Storey Park Master Pump Station - Duke Easement. District 4. **(Real Estate Management Division)**

PROJECT: Storey Park Master Pump Station - Duke Easement

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities.

ITEM:

Distribution Easement
Revenue: None
Size: 28,677 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division

Utilities Department

REMARKS: This action provides Duke Energy Florida, LLC d/b/a Duke Energy (Grantee) with the right to install and maintain utility facilities in connection with new construction of the Storey Park Master Pump Station and is intended to be unrecorded. This blanket easement will be replaced with a specific easement as will be shown on a sketch of description to be provided by County after the installation of facilities by Grantee. If the sketch of description is not provided by County in a timely manner after completion of installation, Grantee may record this easement.

Grantee to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 10 2026



Project: Storey Park Master Pump Station - Duke Easement

SEC: 03	TWP: 24S	RGE: 31E	COUNTY: ORANGE	PROJECT: 58328519D	58827017LS
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS					
SITE ADDRESS: DOWDEN ROAD					
TAX PARCEL NUMBER: 03-24-31-0000-00-004					

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:

Legal Description:

A portion of the Northwest 1/4 of Section 3, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of said Section 3; thence run S 00°47'07" E along the West line of the Northwest 1/4 of said Section 3, a distance of 548.54 feet; thence run N 89°12'53" E a distance of 184.05 feet to a point on the proposed easterly right-of-way line of Innovation Way North and the Point of Beginning; thence run N 87°47'24" E a distance of 120.00 feet; thence run S 40°09'20" E a distance of 2.27 feet; thence run S 30°19'07" E a distance of 138.83 feet; thence run S 08°06'30" E a distance of 83.24 feet; thence run S 87°47'24" W a distance of 120.00 feet to a point on the aforesaid proposed easterly right-of-way line of Innovation Way North; thence run N 22°12'38" W along said proposed easterly right of way line, a distance of 220.34 feet to the Point of Beginning.

This easement will be replaced with a Descriptive Easement, Twenty feet (20') by Twenty feet (20') for each Switchgear and five feet (5') 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 with ninety (90) days after the installation of facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within ninety (90) 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 and provide a working space of

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Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services - CW Eng
2166 Palmetto Street
Clearwater, Florida 33765

Project: Storey Park Master Pump Station - Duke Easement

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. 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 aforesaid.



Orange County, Florida
By: Board of County Commissioners

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

DATE: 10 March 2026

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

BY: *Jennifer Lara - Klimetz*
Deputy Clerk

Jennifer Lara - Klimetz
Printed Name