



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 24-1224, **Version:** 1

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### Interoffice Memorandum

**DATE:** August 6, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

**FROM:** Mary Tiffault, Senior Title Examiner

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

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Orlando Utilities Commission Utility Easement (Orange County Convention Center Car Charging Hub WR#732041) by and between Orange County, Orlando Utilities Commission, and City of Orlando, and authorization to record instrument for Orange County Convention Center Car Charging Hub. District 6. **(Real Estate Management Division)**

**PROJECT:** Orange County Convention Center Car Charging Hub

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

**ITEM:**

Utility Easement  
Size: 4,966 square feet

**BUDGET:** NA

**REVENUE:** NA

**FUNDS:** NA

**APPROVALS:**

Real Estate Management Division  
County Attorney's Office

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**File #:** 24-1224, **Version:** 1

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Risk Management Division  
Orange County Convention Center

**REMARKS:** This action provides Orlando Utilities Commission (OUC) the right to install and maintain electrical distribution lines and related facilities for a County-owned facility. OUC to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 27 2024

For Recording Purposes Only



ORLANDO UTILITIES COMMISSION  
UTILITY EASEMENT

(Orange County Convention Center Car Charging Hub WR#732041)

THIS UTILITY EASEMENT, made as of the date signed below by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. BOX 1393, Orlando, FL 32802, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, for the use and benefit of the ORLANDO UTILITIES COMMISSION, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, lessees and tenants, an easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power, water and communication services, together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be located on, through, over, across and/or under the following specific non-exclusive "Easement Area" within GRANTOR'S premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of Easement Area attached hereto as Exhibit "A".

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns, the right to curb, pave, stripe, fence and landscape the Easement Area (excluding portions of the Easement Area containing pad mounted Facilities), and to utilize the same as parking area or otherwise in a manner not inconsistent with the rights herein granted to the GRANTEE. If fences and/or landscaping are located within the Easement Area, they shall be placed so as to allow ready access to the Facilities and provide a working space of at least twelve feet (12') on the opening side and three feet (3') on the other sides of any pad mounted Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the GRANTOR'S premises, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgement of the GRANTEE, may endanger or interfere with the safe and efficient installation, use, operation or maintenance of the Facilities attached thereto; (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over and under the GRANTOR'S premises for the purpose of exercising the rights herein granted; (d) the right to do anything necessary, useful or convenient for the full enjoyment of the rights herein granted; and (e) the right to remove at any time any of said Facilities erected upon, under or over the GRANTOR'S premises.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to interfere with the Facilities.

Each party agrees 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 attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the GRANTOR.

GRANTOR shall have the right to terminate this utility easement at any time after the fifth (5<sup>th</sup>) term year upon ninety (90) days written notice to OUC, which shall be effective as of the effective date of termination set forth in such notice. In the event of the termination of easement, the GRANTOR shall pay to OUC on the termination date an amount equal to the termination fee, defined in the Electric Vehicle Fast Charging Site Host Agreement approved by Orange County Board of County Commissioners on November 29, 2022. Unless otherwise agreed to by the Parties, OUC shall remove the Facilities following such termination and return the area to normal parking, in each case at GRANTOR's sole expense; provided, however, that OUC shall have no obligation to remove any infrastructure.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, on the day and year first above written.



GRANTOR:

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Burrill Brooks*  
Jerry L. Demings  
Orange County Mayor

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

*for* *Jennifer Lara-Klimetz*  
Printed Name

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

Exhibit A

## LEGAL DESCRIPTION:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5638, PAGE 4160, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF BLOCK A, PLAZA INTERNATIONAL UNIT SIX, AS RECORDED IN PLAT BOOK 12, PAGE 78 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; RUN THENCE S49°35'02"E, ALONG THE NORTHEASTERLY LINE OF BLOCKS "B" AND "C", PER SAID PLAT AND ITS EASTERLY EXTENSION, A DISTANCE OF 1,176.75 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5638, PAGE 4160 AND THE WEST LINE OF LOT 1, HILTON-OCCC HOTEL, AS RECORDED IN PLAT BOOK 50, PAGES 103 AND 104, BOTH OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE N35°08'39"E, ALONG SAID LINE, A DISTANCE OF 202.12 FEET TO THE NORTH LINE OF SAID HILTON-OCCC AND SAID SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5638, PAGE 4160; THENCE S90°00'00"E, ALONG SAID LINE, A DISTANCE OF 1853.84 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF TRADESHOW BOULEVARD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,285.65 FEET, WITH A CHORD BEARING OF N19°47'24"E AND A CHORD DISTANCE OF 1,080.30 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-WAY LINE, THROUGH A CENTRAL ANGLE OF 27°20'21", A DISTANCE OF 1090.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 4712.40 FEET, WITH A CHORD BEARING OF N28°36'33"E AND A CHORD DISTANCE OF 796.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09°42'06", A DISTANCE OF 797.92 FEET FOR A POINT OF BEGINNING. THENCE N89°52'25"W, A DISTANCE OF 56.86 FEET; THENCE N22°37'31"E, A DISTANCE OF 43.89 FEET; THENCE N38°53'33"W, A DISTANCE OF 33.52 FEET; THENCE N05°20'29"E, A DISTANCE OF 21.77 FEET; THENCE N38°09'21"E, A DISTANCE OF 10.46 FEET; THENCE N48°00'41"E, A DISTANCE OF 1.16 FEET; THENCE N50°03'49"E, A DISTANCE OF 48.63 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 62.43 FEET, WITH A CHORD BEARING OF N20°44'42"W AND A CHORD DISTANCE OF 89.81 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°59'28", A DISTANCE OF 100.23 FEET; THENCE N67°51'32"W, A DISTANCE OF 63.96 FEET; THENCE S23°13'16"W, A DISTANCE OF 10.25 FEET; THENCE N66°45'44"W, A DISTANCE OF 12.61 FEET; THENCE N23°14'16"E, A DISTANCE OF 56.30 FEET; THENCE S66°45'44"E, A DISTANCE OF 26.42 FEET; THENCE S23°14'16"W, A DISTANCE OF 35.78 FEET; THENCE S67°51'32"E, A DISTANCE OF 50.04 FEET TO A POINT ON A NON-TANGENT CURVE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 72.43 FEET, WITH A CHORD BEARING OF S19°53'03"E AND A CHORD DISTANCE OF 105.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 93°52'05", A DISTANCE OF 118.66 FEET; THENCE S50°03'49"W, A DISTANCE OF 50.66 FEET; THENCE S38°09'21"W, A DISTANCE OF 6.67 FEET; THENCE S05°20'29"W, A DISTANCE OF 14.76 FEET; THENCE S38°53'33"E, A DISTANCE OF 35.40 FEET; THENCE S22°37'31"W, A DISTANCE OF 34.84 FEET; THENCE S89°52'25"E, A DISTANCE OF 46.27 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF TRADESHOW BOULEVARD, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 4712.40 FEET, WITH A CHORD BEARING OF S23°41'30"W AND A CHORD DISTANCE OF 10.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 00°08'00", A DISTANCE OF 10.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,966 SQUARE FEET OR 0.1140 ACRES MORE OR LESS.

JOB # 906139

CF # ORG-1-24-28-CONVENTION CENTER SOD

DATE: 02/16/2024

SCALE: 1" = 60'

DRAWN BY: DSK

CERTIFIED TO:  
CHA COMPANIES

## LEGEND

	- CENTERLINE
CM	- CONCRETE MONUMENT
A	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
NT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
PRC	- POINT OF REVERSE CURVATURE
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

## REVISIONS

6/18/2024 - ADDRESS COMMENTS - JB

6/20/2024 - CENTRAL ANGLE IN DESCRIPTION - JB

## GENERAL NOTES:

1. Bearing structure is based on the monumented Easterly line of subject property, being: S22°42'04"W per Official Records Book 5638, page 4160, Public Records of Orange County, Florida.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

## Altamax Surveying

910 Belle Avenue, Suite 1100  
Casselberry, FL 32708  
Phone: 407-677-0200

Licensed Business No. 7833  
www.altamaxsurveying.com  
James@altamaxsurveying.com

Digitally signed by James  
D Bray  
DN: cn=James D Bray  
c=US o=Florida  
Date: 2024-06-20  
13:57-04:00

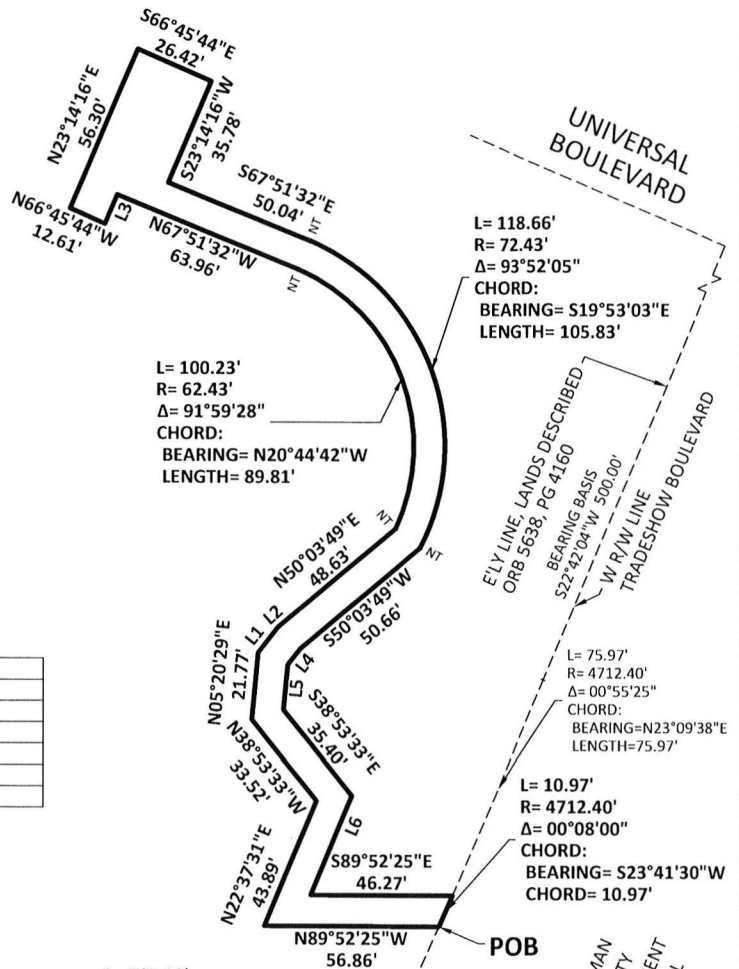
James D. Bray PSM 6507

NOT VALID WITHOUT SHEET 2

SITE ADDRESS:  
9400 UNIVERSAL BLVD  
ORLANDO, FL 32819

# SKETCH OF DESCRIPTION

SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	N38°09'21"E	10.46'
L2	N48°00'41"E	1.16'
L3	S23°13'16"W	10.25'
L4	S38°09'21"W	6.67'
L5	S05°20'29"W	14.76'
L6	S22°37'31"W	34.84'

L= 797.92'  
R= 4712.40'  
Δ= 09°42'06"  
CHORD:  
BEARING= N28°36'33"E  
LENGTH= 796.97'

L= 1,090.62'  
R= 2,285.65'  
Δ= 27°20'21"  
CHORD:  
BEARING= N19°47'24"E  
LENGTH= 1,080.30'

W'LY LINE, LOT 1  
PB 50, PGS 103 & 104  
S LINE, ORB 5638, PG 4160

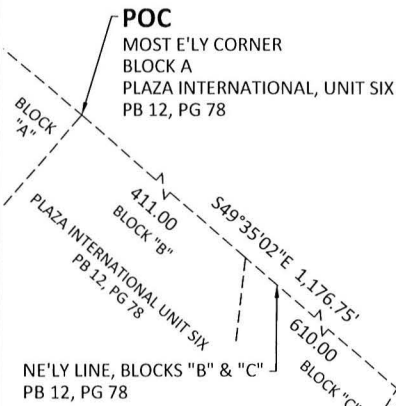
SE CORNER  
ORB 5638, PG 4160;  
NE CORNER, LOT 1  
PB 50, PGS 103 & 104

N35°08'39"E 202.12'  
S90°00'00"E 1853.84'  
S LINE, ORB 5638, PG 4160  
N LINE, LOT 1  
PB 50, PGS 103 & 104

LOT 1  
HILTON-OCCE HOTEL  
PB 50, PGS 103 & 104

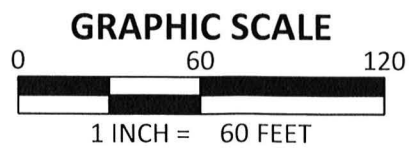
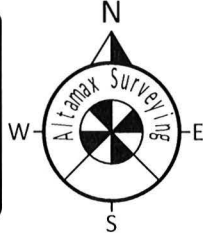
TRADESHOW BOULEVARD  
PRIVATE R/W - WIDTH UNKNOWN  
OWNER: ORANGE COUNTY BCC  
PARCEL# 01-24-28-0000-00-007  
ORB 5638, PG 4160

(NOTE: TRADESHOW BOULEVARD IS IDENTIFIED AS KIRKMAN ROAD EXTENSION BY EXHIBIT 3 OF THE ROADWAY & UTILITY AGREEMENT RECORDED IN ORB 5638, PG 4196. SAID AGREEMENT DOES NOT SPECIFY THE WIDTH, NOR DOES IT PROVIDE A LEGAL DESCRIPTION FOR THE TRADESHOW BOULEVARD.)



**Altamax Surveying**

910 Belle Avenue, Suite 1100  
Casselberry, FL 32708  
Phone: 407-677-0200  
Licensed Business No. 7833  
www.altamaxsurveying.com



NOT VALID WITHOUT SHEET 1

