



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: December 15, 2023

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

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

FROM: Juanita Thomas, Senior Title Examiner
Real Estate Management Division *JT/MTC*

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

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

ACTION REQUESTED: Approval and execution of Temporary Access and Construction Easement from Orange County Board of County Commissioners to Duke Energy Florida, LLC, d/b/a Duke Energy.

PROJECT: OCU Operations Property at 8100 Presidents Drive

District 6

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

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Real Estate Management Division
Agenda Item 6
December 15, 2024
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ITEM: Temporary Access and Construction Easement
Revenue: None
Size: 1.22 Acres
Term: Until February 29, 2024

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS: This action provides Duke Energy the right to enter County property located at 8100 Presidents Drive, Orlando, Florida 32809 for site improvements including movement, installation, and maintenance of electrical distribution lines and related facilities.

This document will not be recorded.



TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owner(s) of real property (hereinafter referred to as “Grantor,” whether one or more), hereby bargains, sells, grants and conveys to **DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY**, and to Duke Energy’s affiliates, employees, agents, representatives, contractors, successors and assigns, the temporary right, privilege, easement and authority to enter upon, occupy and utilize, for the term and upon the conditions set forth below, a temporary access and construction easement for use as workspace, staging or storage of equipment, supplies or materials to construct and install, and initially inspect, test, repair, replace, remove, and place into initial operation electric power poles, transmission and distribution wires, conductors, additional support structures and wires, and all other related appurtenances necessary to enable Duke Energy’s provision of electric power (the same ultimately to be situated on other lands), together with the right of ingress and egress to, from, on, over, under, above, through, within and across the following-described tract of land located at 8100 Presidents Drive, Orlando, FL 32809 in Orange County, Florida (“Easement Area”):

**See attached Exhibit A
A portion of Tax Parcel 33-23-29-7268-00-102**

Duke Energy shall have the right and privilege to use the Easement Area on a non-exclusive basis, as set forth below:

1. This temporary access and construction easement shall be in effect for a term of five months, beginning September 1, 2023 and ending February 29, 2024. However, should Duke Energy fully and finally complete its necessary access and construction activities prior expiration of the foregoing term, then this temporary access and construction easement, and all of Duke Energy’s rights hereunder, shall terminate as of that earlier date of completion.
2. Duke Energy shall have the right of ingress to and egress from the Easement Area by means of any and all adjacent public or private roadways, easements or rights-of-way owned, held or lawfully available to Duke Energy, including any other property over which Duke Energy has access rights, for any of the purposes herein specified, as Duke Energy deems necessary or appropriate. Duke Energy also shall have the right to use any of Grantor’s driveways, streets, roads or pathways located within or adjacent to the Easement Area.
3. Duke Energy shall have the right and privilege to remove any and all trees, and to temporarily remove or relocate any fences and obstacles, within the Easement Area as may be required for Duke Energy’s exercise of the access and construction activities for which this grant is made. Duke Energy will discuss a fence restoration plan with Grantor prior to removing or relocating any fencing within the Easement Area.
4. Duke Energy assumes all on-site liability for damage or injury caused by or resulting from Duke Energy’s negligence occurring during the effective period of this temporary access and construction easement, and Duke Energy will hold Grantor harmless from any such liability to the extent the same does not arise directly from Grantor’s negligent use of the Easement Area, or from the negligence of any third party unrelated to Duke Energy.
5. Grantor retains the right and may continue to use the Easement Area for any and all lawful purposes that do not interfere with Duke Energy’s rights acquired hereunder. Duke Energy agrees to provide Grantor, either upon Grantor’s request or at Duke Energy’s own initiative, a prior written determination that any particular exercise of Grantor’s right to use the Easement Area does not directly



interfere with the safe and efficient exercise of Duke Energy's rights, which determination shall not be arbitrarily or unreasonably delayed, withheld or conditioned.

6. Upon the full and final completion of Duke Energy's use of the Easement Area, Duke Energy shall restore the surface of all damaged and disturbed areas within the Easement Area as near as reasonably practicable to its condition existing upon the commencement of Duke Energy's undertaking of activities thereon, pursuant to the rights herein granted, provided the need for any such restoration shall have resulted from or been caused by Duke Energy's activities, and further provided that Duke Energy shall not replace any trees removed.

7. Grantor warrants and covenants to Duke Energy that Grantor has the lawful right and ability to convey to Duke Energy this temporary access and construction easement, and that Duke Energy shall have quiet and peaceful possession, use and enjoyment of same.

8. All covenants, terms, provisions and conditions herein contained as may be applicable to either Grantor, Duke Energy, or both of them, shall inure and extend to, and be obligatory upon, both Grantor and Duke Energy, and their respective heirs, successors, lessees and assigns.

~~IN WITNESS WHEREOF~~ **JAN 9 2024** HEREOF, Grantor has hereunto affixed their hand and seal this _____ day of _____, 20__.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings,
Orange County Mayor

Date: 9 Jan 24

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

for

By: *[Signature]*
Deputy Clerk
DAVID ROONEY
Printed Name



SKETCH OF DESCRIPTION
PROJECT NAME: PRESIDENTS DRIVE
PURPOSE: TEMPORARY CONSTRUCTION
EASEMENT

Exhibit A
 Page 1 of 2
 OCU Operations Property at 8100 Presidents Drive

Legal Description:

PARCEL ID # 33-23-29-7268-00-102

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF SECTION 33, NORTH 89 DEGREES 20 MINUTES 41 SECONDS EAST, 1673.69 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE (ALSO KNOWN AS SUNSHINE STATE PARKWAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 97750-2347; THENCE ALONG SAID RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE SOUTH 30 DEGREES 59 MINUTES 57 SECONDS EAST, 197.14 FEET TO A POINT AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF S.R. 482 (ALSO KNOWN AS SAND LAKE ROAD), SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY OF S.R. 482, NORTH 89 DEGREES 20 MINUTES 41 SECONDS EAST, 92.70 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF S.R. 482, SOUTH 30 DEGREES 59 MINUTES 57 SECONDS EAST, 260.90 FEET TO A POINT; THENCE NORTH 50 DEGREES 41 MINUTES 51 SECONDS EAST, 86.86 FEET TO A POINT; THENCE SOUTH 23 DEGREES 21 MINUTES 54 SECONDS EAST, 48.63 FEET TO A POINT; THENCE SOUTH 34 DEGREES 12 MINUTES 38 SECONDS WEST, 49.18 FEET TO A POINT; THENCE SOUTH 31 DEGREES 20 MINUTES 29 SECONDS EAST, 184.52 FEET TO A POINT; THENCE SOUTH 57 DEGREES 32 MINUTES 55 SECONDS WEST, 115.98 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE CONTINUING IN A NORTHERLY DIRECTION ALONG SAID RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE, NORTH 30 DEGREES 59 MINUTES 57 SECONDS WEST, 551.46 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 1.22 ACRES± (53337 SQ. FT.)



Surveyor's Notes:

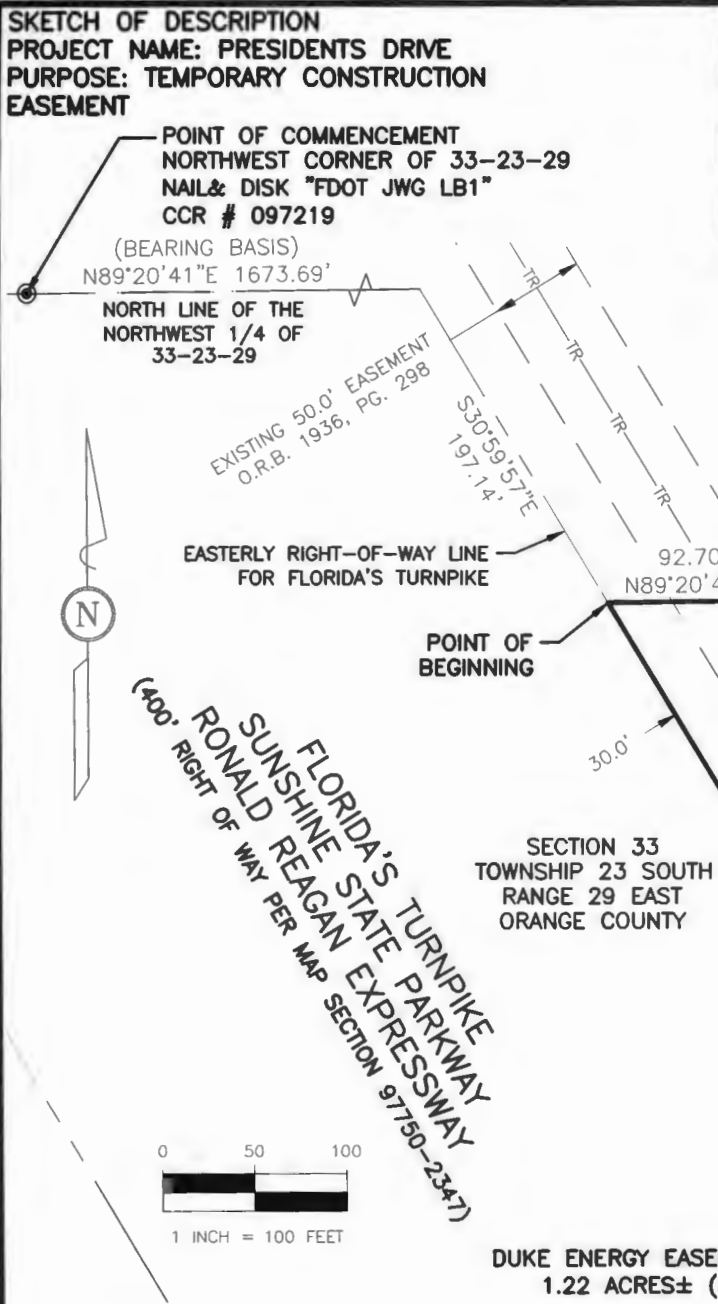
1. North and the bearings shown hereon are referenced to the North line of the Northwest 1/4 of Section 33, Township 23 South, Range 29 East as being N89°20'41"E.
2. All measurements shown hereon are in U.S. Survey Feet.
3. An abstract of title was not performed by or furnished to Colliers Engineering & Design. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
4. Legal description was prepared by Colliers Engineering & Design per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper.

Brian Hefner Digitally signed by Brian Hefner
 Date: 2023.06.12 06/12/2023
 15:15:43 -04'00'

BRIAN K. HEFNER, P.S.M. FLORIDA REGISTRATION No. 5370 DATE
 COLLIER ENGINEERING & DESIGN FLORIDA REGISTRATION No. LB 7388

THIS IS NOT A SURVEY

| | | | | | | |
|--|-----------|---|-----|---|----------------|-----------------------|
|  <p>Doing Business as MASER ORLANDO 1101 North Lake Destiny Road, Suite 415 Maitland, FL 32751 Phone: 321.441.9405 www.colliersengineering.com</p> | | CERTIFIED TO: DUKE ENERGY FLORIDA, LLC ORANGE COUNTY BCC ORANGE COUNTY UTILITIES CENTER 8100 PRESIDENTS DRIVE ORLANDO, FL 32809 FLGOV-FGT SANDLAKE | |  <p>DUKE ENERGY® 550 S. TRYON STREET CHARLOTTE, N.C. 28202 TELEPHONE NO. (704)382-2361</p> | | |
| REVISIONS | 1 | 03/29/23 | BKH | SITE: 000000 | LU: 0000000 | WO: 46786621 |
| | 2 | 06/12/23 | BKH | DRAWN | CHECK | SCALE: 1"=100' |
| VENDOR PROJECT No. | 22013627A | | BDH | BKH | DATE: 02/24/23 | SD01-FGT-02242023.DWG |
| VENDOR DRAWING No. | XXXX | | | | SHEET 1 OF 2 | |



STATE ROAD 482
 (SAND LAKE ROAD)
 (RIGHT OF WAY VARIES PER
 MAP SECTION 75580-2603)

SOUTHERLY RIGHT-OF-WAY LINE FOR STATE ROAD 482 (SAND LAKE ROAD)

POINT OF BEGINNING

SECTION 33
 TOWNSHIP 23 SOUTH
 RANGE 29 EAST
 ORANGE COUNTY

EXISTING 50.0' EASEMENT
 O.R.B. 1936, PG. 298

33-23-29-7268-00-102
 ORANGE COUNTY BCC
 ORANGE COUNTY UTILITIES CENTER
 (O.R.B. 4142, PAGE 2189)

48.63'
 S23°21'54"E

49.18'
 S34°12'38"W

53°20'29"E
 184.52'

30.0'

30.0'

557°32'55"W
 115.98'

DUKE ENERGY EASEMENT CONTAINS
 1.22 ACRES± (53337 SQ. FT.)

FLORIDA'S TURNPIKE
 SUNSHINE STATE PARKWAY
 RONALD REAGAN EXPRESSWAY
 (400' RIGHT OF WAY PER MAP SECTION 97750-2347)

1 INCH = 100 FEET

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
 P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
 LB LICENSED BUSINESS
 R/W RIGHT-OF-WAY
 P.B. PLAT BOOK
 TR TRANSMISSION LINE

THIS IS NOT A SURVEY

Doing Business as **MASER**
 ORLANDO
 1101 North Lake Destiny Road,
 Suite 415
 Maitland, FL 32751
 Phone: 321.441.9405
 www.colliersengineering.com

Colliers
 Engineering & Design

REVISIONS

| | | |
|---|----------|-----|
| 1 | 03/29/23 | BKH |
| 3 | 06/12/23 | BKH |

VENDOR PROJECT No. 22013627A
 VENDOR DRAWING No. XXXX

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

ORANGE COUNTY BCC
 ORANGE COUNTY UTILITIES CENTER
 8100 PRESIDENTS DRIVE
 ORLANDO, FL 32809
 FLGOV-FGT SANDLAKE

DRAWN: BDH
 CHECK: BKH
 SCALE: 1"=100'
 DATE: 02/24/23

DUKE ENERGY

550 S. TRYON STREET
 CHARLOTTE, N.C. 28202
 TELEPHONE NO. (704)382-2361

SITE: 000000 LU: 0000000 WO: 46786621
 SD01-FGT-02242023.DWG SHEET 2 OF 2