



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801-1393

Legislation Text

File #: 26-0163, **Version:** 1

Interoffice Memorandum

DATE: January 20, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Orlando Utilities Commission Utility Easement (Orange County - Michigan Campus WR#886605) between Orange County, Orlando Utilities Commission, and the City of Orlando and authorization to record instrument for 1926 E. Michigan Street - OUC Easement. District 3. **(Real Estate Management Division]**

PROJECT: 1926 E. Michigan Street - OUC Easement

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

ITEM:

Utility Easement

Revenue: None

Total Size: 1,368 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division

File #: 26-0163, **Version:** 1

County Attorney's Office
Risk Management Division
Capital Projects Division

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



The *Reliable One*®

ORLANDO UTILITIES COMMISSION
UTILITY EASEMENT

(Orange County – Michigan Campus WR#886605)

THIS UTILITY EASEMENT, made and entered into this day of **FEB 1 0 2026**, 2026 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, and convey to the GRANTEE, its respective successors, agents and assigns, a non-exclusive easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power, water and communication services to the Grantor, 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 judgment 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 the Facilities were located or will be located within the Easement Area. In the event that the GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside the Easement Area, the GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

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;

Nothing contained herein shall constitute a waiver by GRANTOR of its sovereign immunity or an increase in the limits set forth in the provisions of Section 768.28, Florida Statutes.

Unless otherwise provided for in this easement, the GRANTOR and GRANTEE expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Easement agreement, or the breach, enforcement, or interpretation of this Easement agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Easement agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS EASEMENT AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, 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.

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:

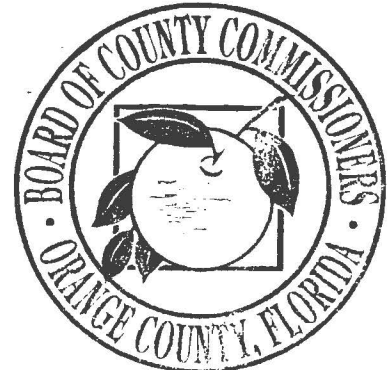
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

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

By: *Arianna Lizette Mercado*
Deputy Clerk

for *Arianna Lizette Mercado*
Printed Name



SKETCH OF DESCRIPTION
PARCEL NO. OUC-1
PURPOSE: UTILITY EASEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID SECTION 6; THENCE NORTH 89°30'56" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 1596.20 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°29'04" WEST FOR A DISTANCE OF 302.39 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 69°00'44" WEST FOR A DISTANCE OF 35.41 FEET; THENCE NORTH 85°53'04" WEST FOR A DISTANCE OF 30.03 FEET; THENCE NORTH 89°06'16" WEST FOR A DISTANCE OF 33.17 FEET; THENCE SOUTH 02°31'15" WEST FOR A DISTANCE OF 0.75 FEET; THENCE NORTH 86°45'16" WEST FOR A DISTANCE OF 12.00 FEET; THENCE NORTH 02°31'07" EAST FOR A DISTANCE OF 13.50 FEET; THENCE SOUTH 86°45'16" EAST FOR A DISTANCE OF 12.00 FEET; THENCE SOUTH 02°31'15" WEST FOR A DISTANCE OF 0.75 FEET; THENCE SOUTH 89°06'16" EAST FOR A DISTANCE OF 33.17 FEET; THENCE SOUTH 85°53'04" EAST FOR A DISTANCE OF 32.14 FEET; THENCE SOUTH 69°00'44" EAST FOR A DISTANCE OF 37.19 FEET; THENCE SOUTH 20°59'16" WEST FOR A DISTANCE OF 12.00 TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 1,368 SQUARE FEET MORE OR LESS.

SURVEYOR'S REPORT

1. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, BASED ON CONTROL POINT NUMBERS 2 & 3 FROM THE TOPOGRAPHIC SURVEY MAP OF FACILITIES MANAGEMENT COMPLEX PREPARED BY WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. OFFICE JOB NUMBER 6374 21 1347 PROVIDED BY THE ORANGE COUNTY, DERIVING A BEARING OF NORTH 89°30'56" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 30 EAST.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
3. THIS IS NOT A BOUNDARY SURVEY.

NOT VALID WITHOUT SHEETS 2 & 3

- LINE & POINT DATA TABLES

AND LEGEND ON SHEET 2

- SKETCH ON SHEET 3

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & SEAL OF A
FLORIDA LICENSED PROFESSIONAL SURVEYORS AND MAPPER

SHEET 1 OF 3

PREPARED FOR: Orange County Capital
Project Division
SUBJECT: Utility ESMT 1926 E. Michigan Street
DATE: 08/19/2025 SCALE: -
PROJECT #: 301.2400684.001
DESIGN: ES CHECKED: HF

Digitally signed
by Frank Lopez
Date:
2025.09.26
15:02:58-04'00'

FRANK LOPEZ
PROFESSIONAL SURVEYOR AND MAPPER LS7001
STATE OF FLORIDA



08/22/2025



Phone: (407) 896-0594

CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

SKETCH OF DESCRIPTION
 PARCEL NO. OUC-1
 PURPOSE: UTILITY EASEMENT

POINT TABLE		
POINT #	NORTHING	EASTING
E1	1518412.58	542202.45
E2	1518425.26	542169.39
E3	1518427.42	542139.44
E4	1518427.94	542106.27
E5	1518427.19	542106.24
E6	1518427.87	542094.26
E7	1518441.36	542094.85
E8	1518440.68	542106.84
E9	1518439.93	542106.80
E10	1518439.41	542139.97
E11	1518437.11	542172.03
E12	1518423.78	542206.75
E13	1518110.20	542205.01
E14	1518096.71	540608.87

LINE TABLE		
Line #	BEARING	DISTANCE
L1	N 69°00'44" W	35.41
L2	N 85°53'04" W	30.03
L3	N 89°06'16" W	33.17
L4	S 02°31'15" W	0.75
L5	N 86°45'16" W	12.00
L6	N 02°31'07" E	13.50
L7	S 86°45'16" E	12.00
L8	S 02°31'15" W	0.75
L9	S 89°06'16" E	33.17
L10	S 85°53'04" E	32.14
L11	S 69°00'44" E	37.19
L12	S 20°59'16" W	12.00

LEGEND OF SYMBOLS AND ABBREVIATIONS

- | | |
|------------------------------------|-------------------|
| A/C = AIR CONDITIONER | RNG = RANGE |
| CONC = CONCRETE | SEC. = SECTION |
| ESMT = EASEMENT | S = SOUTH |
| E = EAST | SW = SOUTHWEST |
| ELEC = ELECTRIC | TWP = TOWNSHIP |
| FND. = FOUND | W = WEST |
| IRC = IRON ROD & CAP | ---> = GUY ANCHOR |
| LB = LICENSE BOUND | ◇ = ELECTRIC POLE |
| N = NORTH | △ = CONTROL POINT |
| NO. = NUMBER | |
| O.R.B. = OFFICIAL RECORDS BOOK | |
| OUC = ORLANDO UTILITIES COMMISSION | |
| PG. = PAGE | |
| PVC = POLYVINYL CHLORIDE | |
| PL = PROPERTY LINE | |

NOT VALID WITHOUT SHEETS 1 & 3
 - DESCRIPTION ON SHEET 1
 - SKETCH ON SHEET 3

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & SEAL OF A
 FLORIDA LICENSED PROFESSIONAL SURVEYORS AND MAPPER

SHEET 2 OF 3

PREPARED FOR: Orange County Capital
 Project Division
 SUBJECT: Utility ESMT 1926 E. Michigan Street
 DATE: 08/19/2025 SCALE: -
 PROJECT #: 301.2400684.001
 DESIGN: ES CHECKED: HF

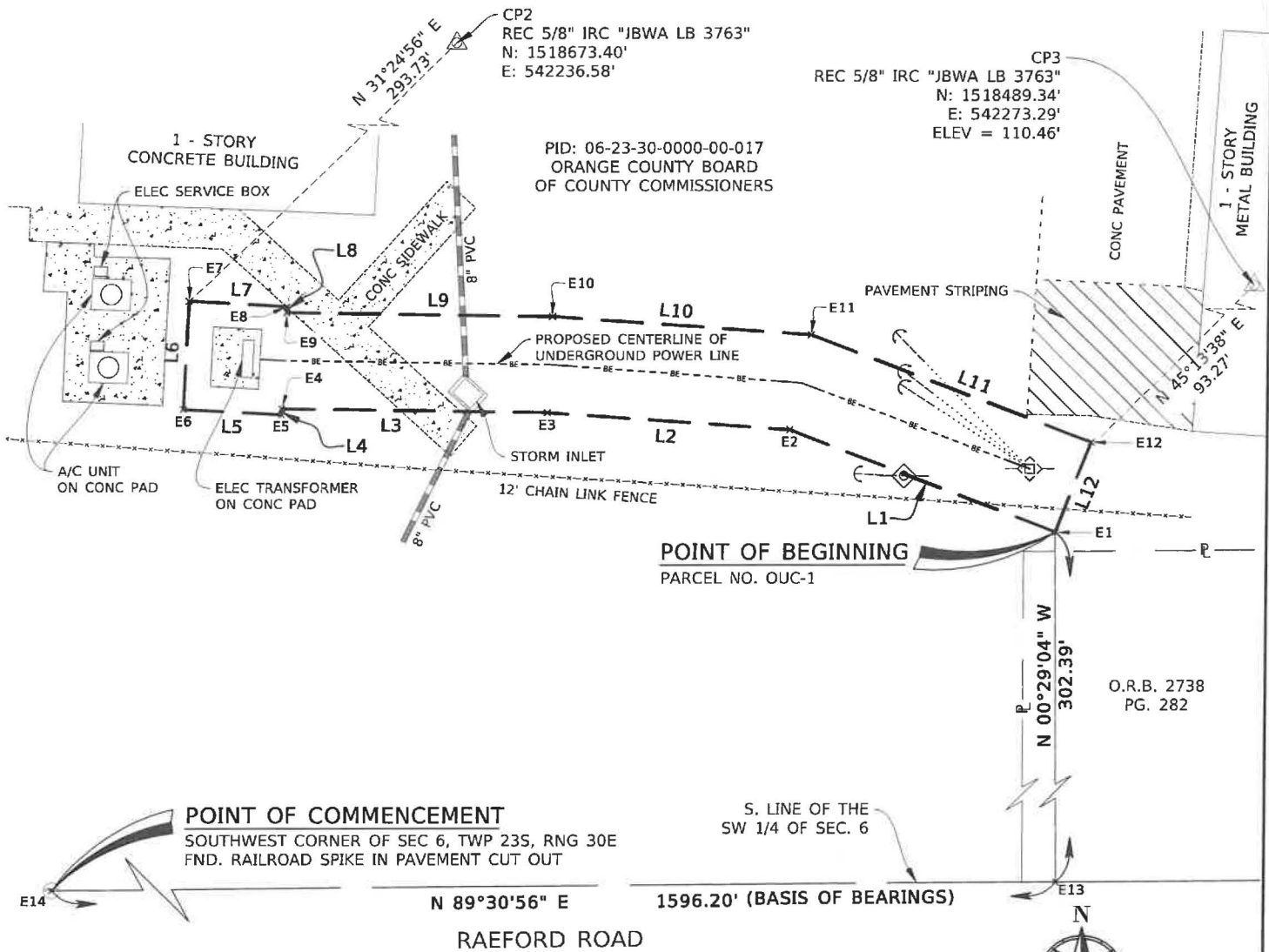
DATE	REVISIONS
9/26/2025	MADE CHANGES PER COUNTY SURVEYOR



Phone: (407) 896-0594
 CERTIFICATE OF AUTHORIZATION #2648

941 Lake Baldwin Lane - Orlando, Florida 32814

**SKETCH OF DESCRIPTION
PARCEL NO. OUC-1
PURPOSE: UTILITY EASEMENT**

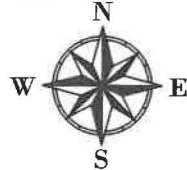


POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SEC 6, TWP 23S, RNG 30E
FND. RAILROAD SPIKE IN PAVEMENT CUT OUT

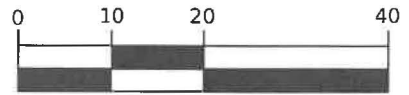
POINT OF BEGINNING
PARCEL NO. OUC-1

S. LINE OF THE
SW 1/4 OF SEC. 6

N 89°30'56" E 1596.20' (BASIS OF BEARINGS)
RAEFORD ROAD



GRAPHIC SCALE



1 INCH = 20 FEET

NOT VALID WITHOUT SHEETS 1 & 2
- DESCRIPTION ON SHEET 1
- LINE AND POINT DATA TABLES
AND LEGEND ON SHEET 2
- THIS SKETCH IS NOT A SURVEY

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & SEAL OF A
FLORIDA LICENSED PROFESSIONAL SURVEYORS AND MAPPER

SHEET 3 OF 3

PREPARED FOR: Orange County Capital
Project Division
SUBJECT: Utility ESMT 1926 E. Michigan Street
DATE: 08/19/2025 SCALE: 1"=20'
PROJECT #: 301.2400684.001
DESIGN: ES CHECKED: HF

9/26/2025	MADE CHANGES PER COUNTY SURVEYOR
DATE	REVISIONS



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Phone: (407) 896-0594
CERTIFICATE OF AUTHORIZATION #2648
941 Lake Baldwin Lane - Orlando, Florida 32814