



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: November 7, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ - BJ*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, 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: Deputy Jonathan "Scott" Pine Community Park

District 1

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: 4,140 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Capital Projects Division
Parks and Recreation Division

REMARKS:

This 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 electrical service to Deputy Jonathan "Scott" Pine Community Park. This Distribution Easement supersedes and replaces the one approved by the Board of County Commissioners on May 24, 2016, that was not recorded. The easement previously approved did not define a specific easement area, but was an easement over the entire parent tract pending installation of the utilities to determine the specific area needed. This replacement Distribution Easement specifically defines the easement area and will be recorded by Grantee.

Grantee to pay all recording fees.

NOV 28 2017

Project: Deputy Jonathan "Scott" Pine Community Park



SEC: 23	TWP: 23	RGE: 27	COUNTY: ORANGE	PROJECT: 1227998
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 7199 Ficquette Road, Windermere, FL 34786				
TAX PARCEL NUMBER: 23-23-27-0000-00-006				

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:

An Easement Area being more particularly described and shown on the accompanying Schedule "A", Sketch of Description, as prepared by James L. Petersen of Southeastern Surveying and Mapping Corporation, dated 9/25/2017, Job No.: 58809, consisting of two (2) pages, attached hereto and incorporated herein by this reference.

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.

Project: Deputy Jonathan "Scott" Pine Community Park

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: Teresa Jacobs
Teresa Jacobs
Orange County Mayor

DATE: 11.28.17

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

BY: Katie Smith
Deputy Clerk

Katie Smith

Printed Name

This instrument prepared by: E. Price Jackson, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

SCHEDULE "A"

DESCRIPTION:

A portion of the Southwest Quarter of the Southwest Quarter of Section 23, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:


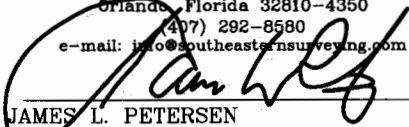
Commence at the intersection of the Southeasterly right of way line of Fiquette Road per Deed Book 1015, Page 149 and Deed Book 1015, Page 152, Public Records of Orange County, Florida and the East line of the Southwest Quarter of the Southwest Quarter of Section 23, Township 23 South, Range 27 East, Orange County, Florida; thence South 62°57'54" West, a distance of 756.43 feet, along the Southeasterly right of way line of said Fiquette Road to the POINT OF BEGINNING; thence departing said right of way line South 27°02'06" East, a distance of 35.00 feet; thence South 62°57'54" West, a distance of 8.82 feet; thence South 27°02'00" East, a distance of 252.72 feet; thence South 62°58'00" West, a distance of 101.25 feet; thence North 27°02'00" West, a distance of 10.00 feet; thence North 62°58'00" East, a distance of 91.25 feet; thence North 27°02'00" West, a distance of 242.72 feet; thence South 62°57'54" West, a distance of 1.18 feet; thence North 27°02'06" West, a distance of 35.00 feet to a point on said right of way line; thence North 62°57'54" East, a distance of 20.00 feet, along said right of way line to the POINT OF BEGINNING.

Containing 4,140 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Southeasterly right of way line of Fiquette Road per Deed Book 1015, Page 149 and Deed Book 1015, Page 152, Public Records of Orange County, Florida, being South 62°57'54" West, assumed.
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.

NOT VALID WITHOUT SHEET 2

SKETCH OF DESCRIPTION FOR ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS	Date: 09/25/2017 KR		Certification Number LB2108 58809003
	Job Number: 58809	Scale: 1" = 60'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791

SKETCH OF DESCRIPTION



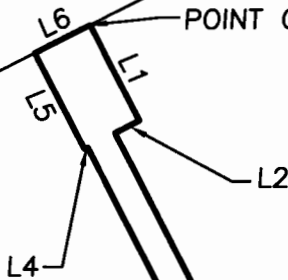
FIQUETTE ROAD
 60.00' RIGHT OF WAY PER DEED BOOK 1015
 PAGE 149 & DEED BOOK 1015, PAGE 152

SOUTHEASTERLY RIGHT OF WAY LINE
 $S62^{\circ}57'54''W$ 756.43'

POINT OF COMMENCEMENT
 INTERSECTION OF THE EAST LINE OF THE
 SW 1/4 OF THE SW 1/4 OF SECTION
 23-23-27 AND THE SOUTHEASTERLY
 RIGHT OF WAY LINE OF FIQUETTE ROAD
 PER DEED BOOK 1015, PAGE 149 AND
 DEED BOOK 1015, PAGE 152, PUBLIC
 RECORDS OF ORANGE COUNTY, FLORIDA

POINT OF BEGINNING

NOT PLATTED



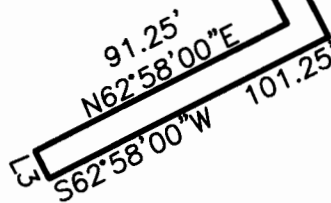
NOT PLATTED

LINE TABLE		
LINE #	BEARING	LENGTH
L1	$S27^{\circ}02'06''E$	35.00'
L2	$S62^{\circ}57'54''W$	8.82'
L3	$N27^{\circ}02'00''W$	10.00'
L4	$S62^{\circ}57'54''W$	1.18'
L5	$N27^{\circ}02'06''W$	35.00'
L6	$N62^{\circ}57'54''E$	20.00'

OFFICIAL RECORDS BOOK 10738,
 PAGES 9076-9077, PUBLIC RECORDS
 OF ORANGE COUNTY, FLORIDA

LEGEND :

L1 - LINE NUMBER

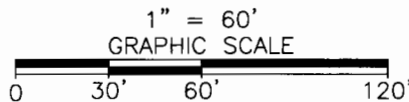


EAST LINE OF THE SW 1/4 OF SECTION 23-23-27



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108

Drawing No. 58809003
 Job No. 58809
 Date: 09/25/2017
 SHEET 2 OF 2
 See Sheet 1 for Description



THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEETS 1 THROUGH 2 e-mail: info@southeasternsurveying.com