



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** March 19, 2020

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

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

**FROM:** Kim Heim, Senior Title Examiner *KH*  
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:** Hamlin Groves Master Pump Station – Duke Energy Utility Easement  
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: 20,000 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:**

This blanket 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 a new 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 within 60 days after the installation of facilities by Grantee. If the sketch of description is not provided by County within 60 days after completion of installation, Grantee may record this easement.

Grantee to pay all recording fees, if any.

Project: Hamlin Groves Master Pump Station – Duke Energy Utility Easement



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

APR 07 2020

SEC: 20	TWP: 23	RGE: 27	COUNTY: ORANGE	PROJECT: 31000906
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 5810 Hamlin Groves Trail, Winter Garden, FL 34787				
TAX PARCEL NUMBER: 20-23-27-0000-00-031				

### 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:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of GRANTEE’S Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

See Legal Description on the accompanying Exhibit “A” attached hereto and incorporated herein by this reference.

This easement will be replaced with a Descriptive Easement, five (5) feet 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 within sixty (60) days after the installation of facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within sixty (60) 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. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

Project: Hamlin Groves Master Pump Station – Duke Energy Utility Easement

**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.

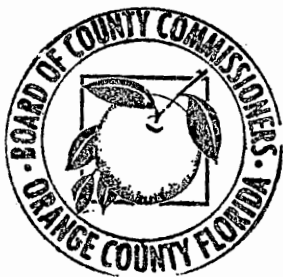
**GRANTEE** covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage 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 written below.



Orange County, Florida  
By: Board of County Commissioners

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

DATE: APR 07 2020

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: Kim Heim, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

EXHIBIT "A"

**SKETCH OF DESCRIPTION**

SHEET 1 OF 2

**LEGAL DESCRIPTION ( Master Pump Station Tract ):**

A parcel of land lying in the Southeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida; thence run North 00°11'47" West along the East line of said Northeast 1/4 of Section 29 for a distance of 2652.06 feet to the Northeast corner of said Northeast 1/4 of Section 29; thence departing said East line run South 89°34'25" West along the North line of said Northeast 1/4 of Section 29 for a distance of 815.59 feet to a point on the Westerly right-of-way line of a Hamlin Groves Trail per Official Records Book 10418, Page 5782 of the Public Records of Orange County, Florida, also being a point on a non tangent curve concave Southwesterly and having a radius of 3182.00 feet, a chord bearing of North 20°22'12" West and a chord length of 324.43 feet; thence run Northwesterly along said curve through a central angle of 5°50'39" for an arc distance of 324.57 feet to a point of tangency; thence continuing along said Westerly right-of-way line run North 17°26'52" West for a distance of 797.09 feet; thence departing said Westerly right-of-way line run the following courses; South 72°33'08" West for a distance of 163.50 feet; thence run North 17°26'52" West for a distance of 30.00 feet to the POINT OF BEGINNING; thence run South 72°33'08" West for a distance of 51.50 feet; thence run North 17°26'52" West for a distance of 100.00 feet; thence run North 72°33'08" East for a distance of 200.00 feet; thence run South 17°26'52" East for a distance of 100.00 feet; thence run South 72°33'08" West for a distance of 148.50 feet to aforesaid POINT OF BEGINNING.

Contains 20,000 square feet, 0.46 acres more or less.



**ALLEN  
&  
COMPANY**

16 East Plant Street  
Water Ocala, Florida 32071 (352) 634-1155

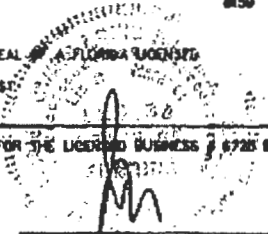
**SURVEYOR'S NOTES:**

THIS IS NOT A SURVEY.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 28-23-27 BEING AN ASSUMED BEARING OF N89°45'00"E.

JOB NO. 20110078  
DATE: 3-28-2013  
SCALE: 1" = 60 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: EST

450

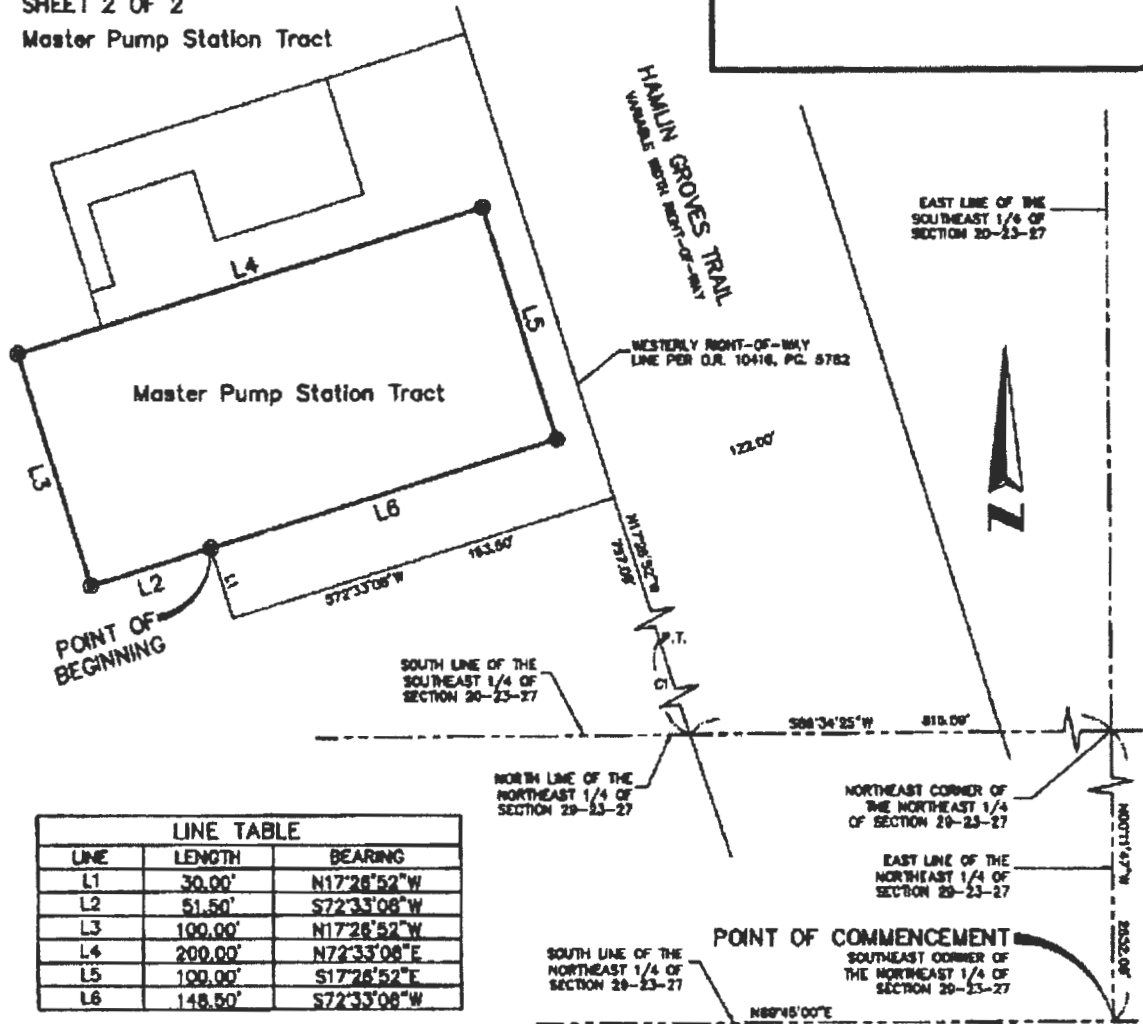


FOR THE LICENSED BUSINESS # 6728 BY  
JAMES L. NORMAN P.S.M. # 5833

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

Master Pump Station Tract



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00'	N17°26'52"W
L2	51.50'	S72°33'08"W
L3	100.00'	N17°26'52"W
L4	200.00'	N72°33'08"E
L5	100.00'	S17°26'52"E
L6	148.80'	S72°33'08"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3182.00'	324.57'	324.43'	N20°22'12"W	5°50'39"



16 East Plant Street  
 Blair Station, Idaho 3062 • (807) 624-5385

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- C.D. DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

JOB NO. 20110078  
 DATE 3-28-2013  
 SCALE 1" = 80 FEET  
 FIELD BY N/A

CALCULATED BY: AJR  
 DRAWN BY: PJR  
 CHECKED BY: EDT