



Orange County Government

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

Legislation Text

File #: 24-1447, **Version:** 1

Interoffice Memorandum

DATE: September 18, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Steve Cochran, Acquisition Agent

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval of Utility Easement between Central Florida Expressway Authority and Orange County, Florida, and authorization to disburse funds and record instrument for Water Main Cathodic Protection System (Parcel 801). District 2. **(Real Estate Management Division)**

PROJECT: Water Main Cathodic Protection System (Parcel 801)

PURPOSE: To provide and maintain access, maintenance, and operation for existing sewer pipes.

ITEM:

Utility Easement

Cost: Donation

Size: 2.360 Acres

BUDGET: Account No: 4420-038-1553-24-6110

REVENUE: None

FUNDS: \$70.20 - Payable to Orange County Comptroller (for recording fees)

APPROVALS:

Real Estate Management Division

Utilities Department

REMARKS: According to a Utility Adjustment Agreement approved by the Orange County Board of County Commissioners on December 5, 2006, between Orange County and the former Orlando-Orange County Expressway Authority, now known as the Central Florida Expressway Authority, an easement was to be granted to Orange County, however, this easement was never executed. This action will provide for this easement and allow the project to be closed. Grantee is to pay all recording fees

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 08 2024

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
Unassessed

Instrument: 801.1

Project: Water Main Cathodic Protection System

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement Agreement"), made as of the last date signed below, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, formerly known as Orlando-Orange County Expressway Authority ("Grantor"), whose address is 4974 ORL Tower Road, Orlando, Florida 32807 and **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("Grantee").

WITNESSETH That Grantor, in consideration of the sum of \$10.00 and other valuable considerations, paid by Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to Grantee and its assigns, a perpetual non-exclusive utility easement in, through, under and upon the easement area being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"), for the purpose of construction, installation, operation, use, maintenance, repair and replacement from time to time of Grantee's water distribution pipeline and appurtenant facilities ("Facilities"). Grantor hereby represents and warrants to Grantee that Grantor is lawfully seized of title, either in fee or easement, to the land encumbered by the Easement Area and has full power and authority to grant and convey this easement over the Easement Area unto Grantee. Grantor expressly reserves the right to use the surface of the Easement Area or to grant the use thereof or easements therein to other parties, provided that any such use and/or easement shall not materially interfere with the Facilities, or Grantee's easement rights granted herein. Grantor further reserves the right at Grantor's expense, to relocate and reconfigure the Easement Area and Facilities, provided that any such use and/or easement shall not materially interfere with the easement rights granted herein or the reasonable and effective use and operation of the Facilities.

Instrument: 801.1
Project: Water Main Cathodic Protection System

Maintenance of Easement Area. Grantee shall cause the Easement Area and any improvements from time to time constructed in the Easement Area by Grantee, including, without limitation, the Facilities, to be maintained in good and workmanlike condition. Grantee shall, at its own expense, obtain or cause to be obtained all permits, licenses, approvals and consents necessary for any such maintenance, repair, or other work in, upon, under, or over the Easement Area. Grantee shall not make any use of the Easement Area which would weaken, diminish, or impair the lateral or subjacent support to the Grantor's property, or any appurtenant improvement hereafter located on the Grantor's property, including, without limitation, improvement to the Maitland Boulevard Extension (S.R. 414) Project.

Counterpart Execution. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

Section Headings. The Section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Easement Agreement or the covenants, agreements, representations and warrants herein set forth, or limit the provisions or scope of any section herein.

Severability. This Easement Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement; Modification and Waiver. This Easement Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor, (or their respective successors and/or assigns) which written document shall be recorded in the Public Records of Orange County, Florida. No failure of either party to exercise any power or to insist upon strict compliance with any obligation specified herein, and no custom, practice, or course of dealing at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

Binding Effect. All the terms of this Easement Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns, and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

Governing Law. This Easement Agreement shall be governed by and construed under the laws of the State of Florida.

Remainder of page intentionally left blank

Signatures on following pages

Instrument: 801.1
Project: Water Main Cathodic Protection System

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name.

Signed, sealed and delivered
in the presence of:
[Signature]
Witness
Regla Lamante
Printed Name
[Signature]
Witness
Nadine Orellana
Printed Name

“GRANTOR”

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body corporate and an agency
of the State of Florida, created by Part III of
Chapter 348, Florida Statutes, formerly known as
Orlando-Orange County Expressway Authority

By: [Signature]
Michelle Maikisch, Executive Director
Date: 8/5/2024

Approved as to form and legality for execution
for the sole and exclusive reliance of the Central
Florida Expressway Authority

By: [Signature]
Angela J. Wallace
Print Name
Title: General Counsel
Date: August 5, 2024

ATTEST: [Signature]
Regla (“Mimi”) Lamante
Manager of Board Services

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 5th day of August, 2024, by Michelle Maikisch, as Executive Director
of the Central Florida Expressway Authority, a body corporate and an agency of the State of Florida,
created by Part III of Chapter 348, Florida Statutes, formerly known as Orlando-Orange County
Expressway Authority. The individual is personally known to me or has produced
Na as identification.

(Notary Stamp)



NADINE ORELLANA
Notary Public
State of Florida
Comm# HH446742
Expires 11/3/2027

[Signature]
Notary Signature
Nadine Orellana
Print Notary Name
Notary Public of: Florida
My Commission Expires: 11/3/27

Signature continues on following page

Instrument: 801.1
Project: Water Main Cathodic Protection System

IN WITNESS WHEREOF, the GRANTEE has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.

“GRANTEE”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

Date: *8 October 2024*

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

By: *[Signature]*
Deputy Clerk

DAVID ROONEY
Printed Name

Instrument: 801.1
Project: Water Main Cathodic Protection System

EXHIBIT "A"

See attached Sketch of Description consisting of three (3) pages

*(prepared by William D. Donley, P.S.M. of Bowyer Singleton & Associates, Incorporated,
dated August 18, 2009, for Orlando-Orange County Expressway Authority,
State Road 414 - Project No. 414-210)*

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 STATE ROAD 414 - PROJECT NO. 414-210
 UTILITY EASEMENT

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4072, PAGES 291 AND 293, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" x 4" CONCRETE MONUMENT WITH A 2-1/2" BRASS DISC STAMPED "JONES, WOOD & GENTRY RLS 1585 RLS 1819 PRM 1977" MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 26; THENCE SOUTH 89°55'53" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1,323.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 00°06'41" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STONE ROAD, A 60 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 772, PAGE 164, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE NORTH 00°06'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 596.25 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,679.79 FEET AND A CHORD DISTANCE OF 417.18 FEET; THENCE DEPARTING SAID WEST LINE, FROM A CHORD BEARING OF SOUTH 83°47'06" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°55'43", AN ARC DISTANCE OF 417.60 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 89°03'42" EAST, A DISTANCE OF 52.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°03'42" EAST, A DISTANCE OF 50.01 FEET; THENCE SOUTH 00°02'05" WEST, A DISTANCE OF 346.67 FEET; THENCE NORTH 88°12'37" EAST, A DISTANCE OF 344.91 FEET; THENCE NORTH 01°35'04" WEST, A DISTANCE OF 342.67 FEET; THENCE NORTH 87°45'02" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 01°35'04" EAST, A DISTANCE OF 343.07 FEET; THENCE NORTH 88°12'37" EAST, A DISTANCE OF 171.51 FEET; THENCE SOUTH 60°58'31" EAST, A DISTANCE OF 273.56 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 00°07'59" WEST ALONG SAID EAST LINE, A DISTANCE OF 48.39 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY, A 50 FOOT RIGHT OF WAY ACCORDING TO RIGHT OF WAY AND TRACK MAP VO2057; THENCE NORTH 71°51'53" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 40.40 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 60°58'31" WEST, A DISTANCE OF 243.49 FEET; THENCE SOUTH 88°12'37" WEST, A DISTANCE OF 711.73 FEET; THENCE SOUTH 61°15'41" WEST, A DISTANCE OF 314.57 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF STONE ROAD; THENCE NORTH 89°55'53" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 84.65 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 00°06'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 10.52 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 61°15'41" EAST, A DISTANCE OF 395.64 FEET; THENCE NORTH 88°12'37" EAST, A DISTANCE OF 121.05 FEET; THENCE NORTH 00°02'05" EAST, A DISTANCE OF 347.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.360 ACRES, MORE OR LESS.

LEGEND AND ABBREVIATIONS

CL - CENTERLINE	D.B. - DEED BOOK	IN - NORTHWEST	P.B. - PLAT BOOK	SR - STATE ROAD
CI - CALCULATED	(F) - FIELD	NO. - NUMBER	(RT) - RIGHT	TWP. - TOWNSHIP
C - CHORD DISTANCE	ID - IDENTIFICATION	OR. - OFFICIAL RECORDS	R - RADIUS	Δ - CENTRAL ANGLE (DELTA)
CB - CHORD BEARING	IP - IRON PIPE	PL - PROPERTY LINE	REC. - RECOVERED	○ - CHANGE IN DIRECTION
COR. - CORNER	(LT) - LEFT	PG. - PAGE	R/W - RIGHT OF WAY	----- LIMITED ACCESS RIGHT OF WAY
C.C.R. - CERTIFIED CORNER REPORT	L - ARC LENGTH	(P) - PLAT DATA	RGE. - RANGE	----- RIGHT OF WAY
C.M. - CONCRETE MONUMENT	M.B. - MINUTE BOOK	P.C. - POINT OF CURVATURE	SE - SOUTHEAST	
C.R. - COUNTY ROAD	N.A.D. - NORTH AMERICAN DATUM	P.O.B. - POINT OF BEGINNING	SW - SOUTHWEST	
IDI - DEED DATA	NE - NORTHEAST	P.T. - POINT OF TANGENCY	SEC. - SECTION	

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
 COUNTY EXPRESSWAY
 AUTHORITY
 STATE ROAD 414



520 SOUTH MAGNOLIA AVENUE
 ORLANDO, FLORIDA 32801
 (407) 843-5120

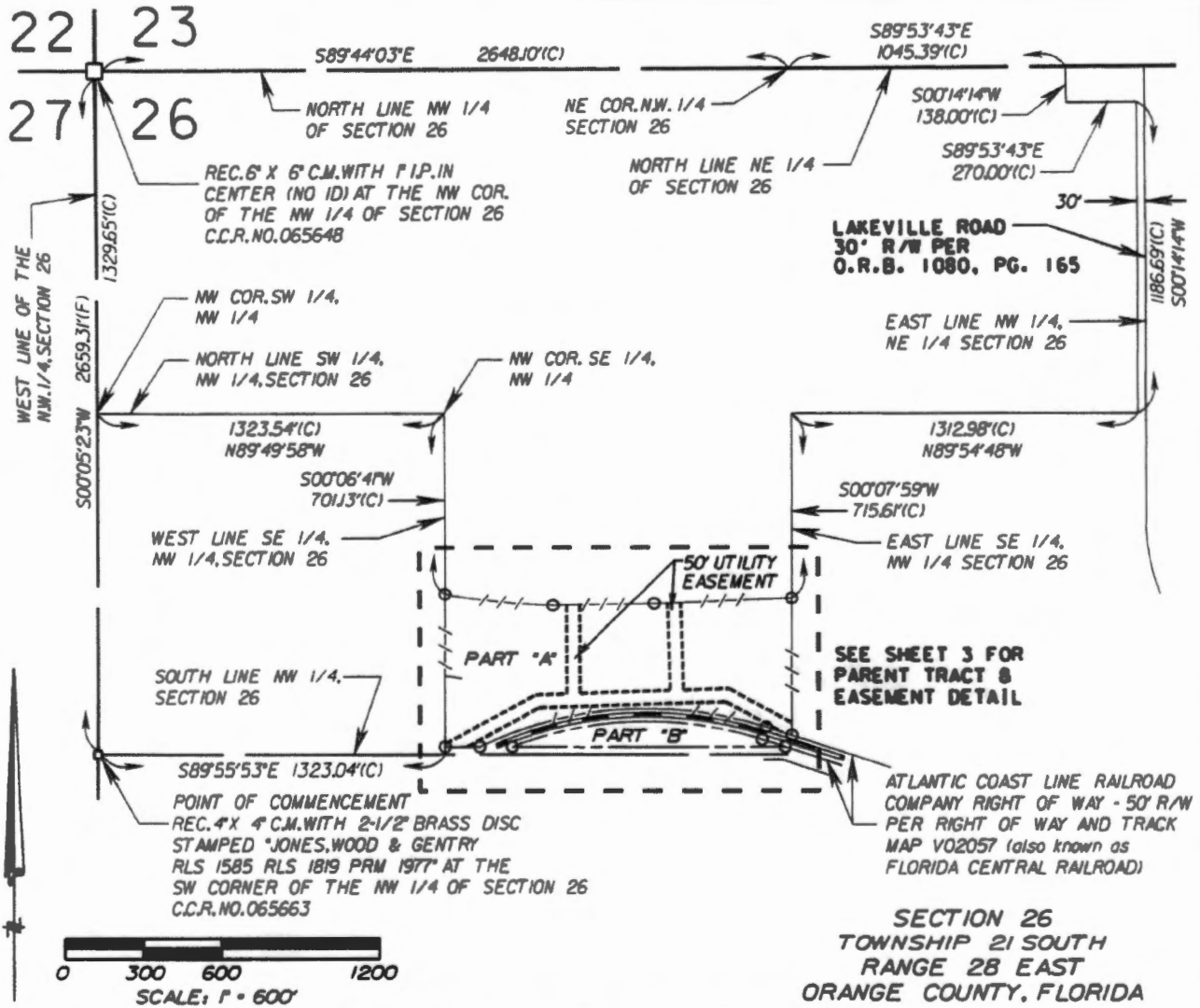
ORANGE COUNTY, FLORIDA

ORLANDO-
 ORANGE COUNTY
 EXPRESSWAY
 AUTHORITY

PARCEL 917

DRAWING DATE: 08/18/09

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SEC.26-21-28 BEING S89°55'53"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N.A.D.1983/1990 ADJUSTMENT.



SECTION 26
TOWNSHIP 21 SOUTH
RANGE 28 EAST
ORANGE COUNTY, FLORIDA

SEE SHEET ONE FOR LEGEND AND ABBREVIATIONS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

ORLANDO-ORANGE
COUNTY EXPRESSWAY
AUTHORITY
STATE ROAD 414



520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY
EXPRESSWAY
AUTHORITY

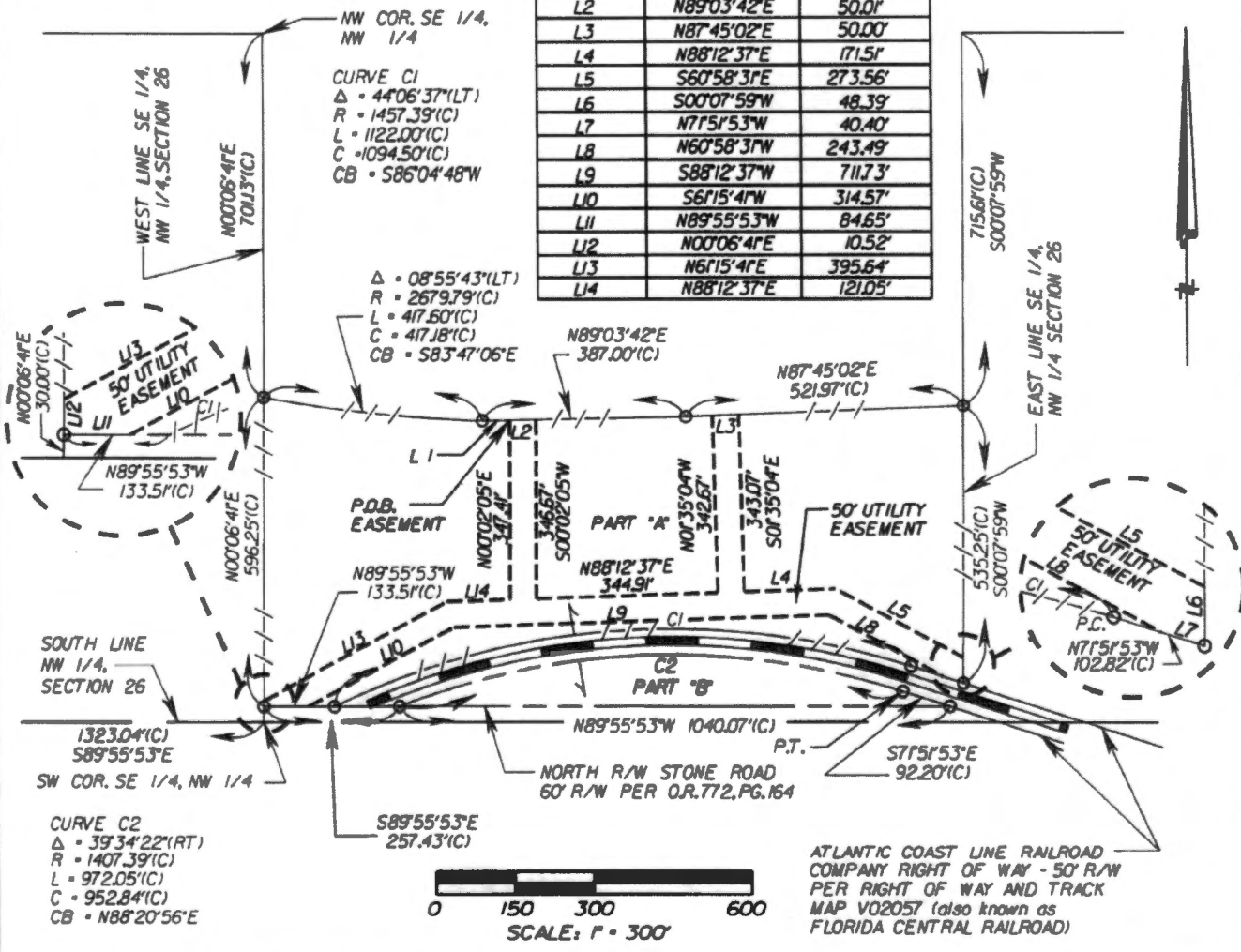
PARCEL 917

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SECTION 26
TOWNSHIP 21 SOUTH
RANGE 28 EAST
ORANGE COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N89°03'42"E	52.25'
L2	N89°03'42"E	50.01'
L3	N87°45'02"E	50.00'
L4	N88°12'37"E	171.51'
L5	S60°58'37"E	273.56'
L6	S00°07'59"W	48.39'
L7	N7°51'53"W	40.40'
L8	N60°58'37"W	243.49'
L9	S88°12'37"W	711.73'
L10	S6°15'47"W	314.57'
L11	N89°55'53"W	84.65'
L12	N00°06'47"E	10.52'
L13	N6°15'47"E	395.64'
L14	N88°12'37"E	121.05'



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE 'MINIMUM TECHNICAL STANDARDS' AS REQUIRED BY CHAPTER 61G17-6 F.A.C.

08/05/10

William D. Donley

WILLIAM D. DONLEY, P.S.M.
LICENSE NUMBER 5381

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PARCEL 917

DRAWING DATE: 08/18/09

REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

Project Name: WaterMain Cathodic Protection System

Date: August 19, 2024

Parcel #: 801

District #: 2

Approval: BCC

Type of Transaction: N/A

Donation

Total Amount: \$ 70.20

PAYABLE TO:

Charge to Account: 4420-038-1553-24-6110

Orange County Comptroller

P.O. Box 38

Other

Orlando, FL 32802

Utilities Department

Recording Fees: \$70.20

Controlling Agency's Approval Signature:

Brandon Bryant Chief Engineer
Print Name and Title

[Signature] 8/23/24
Signature (must be wet ink) Date

Controlling Agency's Fiscal Approval Signature:

WAYNE MCCOY FINANCIAL ADVISOR
Print Name and Title

[Signature] 8/23/24
Signature (must be wet ink) Date

SPECIAL INSTRUCTIONS

Hold check for REM to pick-up. DO NOT MAIL.

Anticipated Closing Date: As soon as the checks are available.

Form Prepared by:

Steve Cochran

407-836- 7093

steve.cochran@ocfl.net

REAL ESTATE MANAGEMENT APPROVAL

[Signature] 9/17/24
Choose One Date

BCC APPROVAL

[Signature] 10/8/2024
for Deputy Clerk of the Board Signature Date

ORDINANCE Stamp

BCC Stamp

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 08 2024

Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency _____ REM Mgmt. _____ BCC _____ Finance _____