Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE:

November 9, 2023

TO:

Mayor Jerry L. Demings

-AND-

County Commissioners

THROUGH:

Mindy T. Cummings, Manager

Real Estate Management Division

FROM:

WIC Mary Tiffault, Senior Title Examiner

Real Estate Management Division

CONTACT PERSON:

Mindy T. Cummings, Manager

DIVISION:

Real Estate Management Division

Phone: (407) 836-7090

ACTIONS REQUESTED: Approval and Execution of Electric Vehicle DC Fast Charging Site Host Agreement between Duke Energy Florida, LLC and Orange County, Florida, two Non-Exclusive Distribution Easements from Orange County to Duke Energy Florida, LLC, d/b/a Duke Energy, authorization for the Manager of the Real Estate Management Division to furnish notices, written approval of amendments, modifications, or any statement of work, including Equipment Placement Agreements, as needed, and authorization to disburse funds, pay recording fees, and record

instruments.

PROJECT:

Duke Energy Park and Plug -

Orange County Health Department - Multi Cultural - Sites

Districts: 4 and 6

PURPOSE:

To provide for access, construction, operation, and maintenance of

Electric Vehicle DC Fast Charging facilities.

Interoffice Memorandum Real Estate Management Division Agenda Item 3 November 9, 2023 Page 2 of 2

ITEMS:

Electric Vehicle DC Fast Charging Site Host Agreement

Cost:

None/Services Provided

Non-Exclusive Distribution Easement

7149 W. Colonial Drive, Orlando, Florida 32818

Non-Exclusive Distribution Easement

10250 E. Colonial Drive, Orlando, Florida 32826

BUDGET:

Account No.:

0001-023-0345-3148

FUNDS:

\$55.40

Payable to Orange County Comptroller

(for recording fees)

APPROVALS:

Real Estate Management Division

County Attorney's Office Risk Management Division

County Administrator's Office – Chief Sustainability Officer

Community and Family Services Department

REMARKS:

The Board previously approved an Electric Vehicle DC Fast Charging Site Host Agreement between Duke Energy Florida, LLC, d/b/a Duke Energy (Duke) and Orange County on February 21, 2023 (Original Agreement). However, the Original Agreement had several errors and did not include a delegation of authority for the Manager of the Real Estate Management Division to furnish notices, written approval of amendments, modifications, or any statement of work, including the Equipment Placement Agreements (EPA) as needed. This Agreement addresses those issues, and replaces the Original Agreement.

The Original Agreement included two statements of work and EPAs for two locations: Orange County Health Department located at 12050 E. Colonial Drive, Orlando, Florida, 32826, and the Orange County Multi-Cultural Center located at 7149 W. Colonial Drive, Orlando, 32818 (Sites).

This agenda item also requests approval of two Non-Exclusive Distribution Easements from Orange County to Duke to provide power to the Sites.

County to pay recording fees to record Easements.

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS



ELECTRIC VEHICLE DC FAST CHARGING SITE HOST AGREEMENT

THIS ELECTRIC VEHICLE SITE HOST AGREEMENT (the "Agreement") is entered into as of this _____ day on ____ 20__ ("Effective Date"), between DUKE ENERGY FLORIDA, LLC ("Duke Energy") and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("Host"). Duke Energy and Host may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Duke Energy has created the electric vehicle program (the "Program"), pursuant to which Duke Energy will install, own, operate, maintain and support electric vehicle supply equipment ("EVSE") within the Duke Energy Florida service area and will record system data to evaluate charging behavior and provide Program evaluations to the Florida Public Service Commission:

WHEREAS, Host desires to become a participant in the Program and have Duke Energy install, own, and maintain the EVSE and associated signage, wires, cables, electric meter and panel and other behind-the-meter equipment (collectively, the "Equipment") and associated front-end electric infrastructure, including wires, cables, conduits, transformers and related accessories and other equipment (the "Infrastructure") on the properties identified in the Statements of Work and Equipment Placement Agreements attached hereto as Exhibits (each collectively, a "Statement of Work"), which is incorporated herein by reference (individually or collectively referred to as the "Property");

WHEREAS, Duke Energy is willing to enroll Host in the Program and to install the Equipment and Infrastructure at the Property in accordance with the terms of this Agreement and the Program; and

WHEREAS, Duke Energy has selected a company to provide network access for the Program (the "Network Provider") and the Network Provider may charge nominal transaction fees to drivers for charging sessions, the payment of which is set forth in Section 1(c) below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

DUKE ENERGY'S OBLIGATIONS.

a. Duke Energy and/or its contractors shall design and construct the Equipment and Infrastructure in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. Duke Energy and/or its contractors will coordinate location, placement, and connection of the Equipment with Host. Duke Energy Florida's contractors will obtain electrical permits only. Should the proposed installation schedule require modification, Duke Energy shall notify the Host within a reasonable amount of

time of such changes. At the option of Duke Energy, all place of such changes. At the option of Duke Energy, all place of the foregoing, at Duke Energy's option, if permitted and reasonably practical, the electric meter, panel, and a portion of the Equipment shall be Duke Energy and Host co-branded, with such specifications to be mutually agreed upon by the Parties.

- b. Duke Energy shall install and own a new electric meter and panel at the Property, which shall represent a separate new account independent from that of the Host.
- c. Pursuant to the tariff filed with the Florida Public Service Commission (Duke Energy Tariff FCF-1) Duke Energy shall establish a fee to drivers of the approved rate tariff FCF-1, or the prevailing approved rate in effect at the time. The charges to be paid by such drivers will be collected by the Network Provider.
- d. During the Term (as defined in Section 3 below) of this Agreement, subject to Section 2(c) below, Duke Energy and/or its contractors shall maintain and repair the Equipment and Infrastructure at Duke Energy's expense. Duke Energy shall repair the Equipment and/or Infrastructure promptly following notification from Host. Duke Energy shall have the right to repair, modify or replace the Equipment and/or Infrastructure at any time during the Term of this Agreement. Duke Energy shall schedule access for installation, maintenance and repairs during a mutually agreeable time. In emergency situations, Host will provide Duke Energy access as soon as reasonably possible and, if directed by Duke Energy, will immediately cease the operations of the EVSE or otherwise prohibit use of the EVSE for such time as directed by Duke Energy.

2. HOST'S OBLIGATIONS.

- a. Host shall provide Duke Energy, its representatives, Network Provider, contractors, and designees access to the Program site for purposes of design and installation of the Equipment and Infrastructure.
- b. Host agrees to grant Duke Energy permission as needed for Duke Energy to install the Equipment and Infrastructure and implement the Program at the Property. If determined by Duke Energy, as a requirement for Host's participation in the Program, Host agrees to execute a Duke Energy easement as required by Duke Energy in order to grant it sufficient rights for the installation, maintenance, repair and replacement of the Infrastructure.
- c. Host shall grant to Duke Energy and/or its contractors such access to the Property as may be deemed necessary or desirable by Duke Energy for the assessment, installation, and the maintenance, repair and/or replacement of all or any portion(s) of the Equipment throughout the Term of this Agreement. In the event the Equipment fails to operate or

Rev 2-17-22

otherwise requires repairs, Host shall notify Duke Energy promptly. Host shall not damage, disable, modify or tamper with the Equipment in any way except to the extent required by an emergency situation. If Host violates the preceding sentence, Duke Energy shall repair or replace the Equipment at Host's sole expense.

- d. Host acknowledges that Duke Energy and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Duke Energy shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Duke Energy and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. Duke Energy will make available to the Host, , relevant station utilization data to assist with decisions to invest in additional charging stations by the Host.
- e. Host shall provide public, nondiscriminatory access to the EVSE year-round, 24 hours a day, seven days a week and shall ensure that the charging point is accessible during such times.
- Host shall be permitted to promote and advertise the Program; provided, however, Duke Energy reserves the right to review and approve any and all advertising, marketing, cobranding or promotional copy or materials developed or used by the Host which references the Host's participation in the Program. Duke Energy may require the Host to submit such copy and materials for pre-approval. Approval shall be granted, unless Duke Energy in its sole discretion, reasonably determines that the copy or materials are misleading, in error, or fail to meet the requirements of the Program terms and conditions, or is not in Duke Energy's best interest. In the event that Duke Energy does not approve, Host agrees to remove from circulation or otherwise discontinue the use of any such materials. Host shall not use, reproduce or display any trademark owned or held by Duke Energy or any of its affiliates without the prior written consent of Duke Energy.
- g. Host shall use commercially reasonable efforts to maintain the electric vehicle parking area in safe condition, to at least the same standard as it customarily maintains the common areas at the Host Property. Host shall take reasonable measures to enforce applicable parking codes and statutes to discourage and prevent anyone other than an EV driver or to whom a particular EVSE has been dedicated from parking in such space, including, without limitation, towing.

3. TERM AND TERMINATION.

a. This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the Effective Date and shall continue for ten (10) years (the "Term"), unless sooner terminated or extended as provided herein. Duke Energy shall have the right to extend the Term of this Agreement for one year by giving Host written notice of such extension at least thirty (30) days prior to the end of the Term. Upon expiration or an extension of the Term, Duke

Energy in its sole discretion, may transfer title to the Equipment to Host as set forth in Section 5 below.

- b. Notwithstanding anything herein to the contrary, Duke Energy shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Host, which shall be effective as of the effective date of termination set forth in such notice. In addition, in the event Duke Energy determines that the Property is not technically compatible for the purposes hereunder, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host. Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Duke Energy's sole expense; provided, however, that Duke Energy shall have the option but not the obligation to remove any Infrastructure.
- c. Notwithstanding anything herein to the contrary, Host shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Duke Energy, which shall be effective as of the effective date of termination set forth in such notice (the "Termination Date"). In the event of a termination of this Agreement pursuant to this Section 3(c), Host shall pay to Duke Energy on the Termination Date an amount equal to the Termination Fee (as defined below). Unless otherwise agreed to by the Parties, Duke Energy shall remove the Equipment following any such termination and return the area to normal parking, in each case at Host's sole expense; provided, however, that Duke Energy shall have no obligation to remove any Infrastructure.
- d. The "Termination Fee" shall be calculated by Duke Energy and shall equal the pro rata portion of the depreciated dollar value of the Equipment and Infrastructure attributable to the portion of the Term not completed. For informational purposes only, Duke Energy's good faith estimate of the full dollar value of the Equipment and Infrastructure for a particular Property as of the date of a particular Statement of Work shall be included in the Statement of Work for such Property; provided, however, that such estimate shall have no impact on the actual calculation of the Termination Fee.
- e. In no event shall the duration of the use of Host's Property under any Statement of Work exceed the Term of this Agreement.
- 4. <u>ELECTRIC SERVICE COST/INTERRUPTION OF SERVICE</u>. Duke Energy shall be responsible for the installation of a system by which to charge for all electrical consumption costs derived from the utilization of EVSE for charging electric vehicles. During the Term, Host will not be billed for the electricity utilized by the EVSE, other than pursuant to its utilization of the EVSE in accordance with Section 1(c). The Parties acknowledge and agree that, pursuant to the tariff on file with the Florida Public Service Commission, Duke Energy does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure, or defect in the supply or character of electricity furnished to facilities or Equipment.
- TITLE TO EQUIPMENT. At all times during the Term of this Agreement, title to the Equipment and Infrastructure shall remain with Duke Energy and neither the Equipment nor the

Infrastructure shall be considered fixtures or in any way the property of Host. Upon the expiration of this Agreement. including any extensions thereof, and at Duke Energy's and Host's mutual decision, title to the Equipment may transfer to Host at reasonable book or market value and with no representations or warranties or recourse against Duke Energy. Upon transfer of title to the Equipment to Host, (i) Host releases Duke Energy from any liabilities, including, but not limited to, any claim or action for bodily injury or property damage resulting from or related to the Equipment or the use of the Equipment whether arising prior to or after such transfer and (ii) Host will be responsible for electrical consumption costs, network access fees, maintenance costs, and any repair costs thereafter. Risk of loss to the Equipment and Infrastructure shall remain solely with Duke Energy until such time that title to the Equipment and Infrastructure shifts to the Host.

- GOVERNMENTAL APPROVALS. It is understood and agreed that Duke Energy's ability to install the Equipment and Infrastructure is contingent upon its obtaining after the execution date of this Agreement all of the applicable permits and other approvals that may be required by any federal, state local authorities (collectively the "Governmental Approvals"). Host shall cooperate with Duke Energy in its effort to obtain such Governmental Approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or Duke Energy determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Duke Energy is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, Duke Energy shall have the right to terminate this Agreement immediately upon written notice to Host.
- **ACCESSIBILITY REQUIREMENTS.** Host understands and accepts that electric vehicle charging facilities that are publicly accessible shall comply with the Americans with Disabilities Act (ADA) and any applicable State of Florida building standards. Host understands and accepts that such standards may impact parking layouts and potentially change the number of non-accessible parking spaces available. Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Program and may be dictated by design constraints, by law or regulation or by local jurisdictional authorities. Host shall be responsible for any construction upgrades to the Property required in order for the Property to be ADA complaint and hereby agrees that Duke Energy will not be responsible for any construction upgrades required for the EVSE or the Property to be ADA compliant, including but not limited to, the construction of ADA-compliant ramps or the inclusion of certain signage or paint markings. In the event construction upgrades to the Property are required in order for the Property to be ADA compliant, Host shall have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Duke Energy.
- 8. <u>DUTY TO NOTIFY</u>. Host shall have the duty to notify Duke Energy promptly regarding any unsafe, inoperable or damaged equipment that Host becomes aware of. In addition, Host shall promptly report all claims and/or incidents to Duke Energy or its designated representative(s), and promptly

thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred.

- 9. <u>COMPENSATION</u>. Under no conditions shall Host or EV drivers receive compensation of any kind, either by cash, inkind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the Program, including but not limited to: use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation in the Program.
- 10. **CHANGES**. Duke Energy may initiate changes to the Program as circumstances dictate.
- 11. HOST REPRESENTATIONS. Host represents and warrants that: (a) it is the owner or authorized manager of the proposed Property and has the power, authority and capacity to bind itself to undertake the Program terms and conditions; and to perform each and every obligation required of Host under the Program, (b) the Property is subject to no conditions, restrictions or covenants incompatible with the installation, maintenance, repair, replacement or use of the Equipment or Infrastructure; and (c) the Property is free of environmental contamination that violates any laws.
- 12. **DAMAGE TO PROPERTY**. Duke Energy shall be responsible for repairing any damage to the Property directly caused by the installation, maintenance and/or repair of the Equipment/Infrastructure.
- 13. **INDEMNIFICATION**. Subject to the limitations set forth in the Agreement, each Party shall indemnify and hold the other harmless against any claim of liability or loss from bodily injury or property damage resulting from or arising out of the negligence of such Party, its officials or employees, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its officials or employees. Nothing contained herein shall constitute a waiver of the Host's sovereign immunity or the limitations of tort liability specified in Section 768.28, Florida Statutes.
- 14. <u>SALE OF PROPERTY</u>. Host shall notify Duke Energy at least thirty (30) days prior to any sale of the Property. Within thirty (30) days following receipt of such notice, Duke Energy, in its sole discretion, may elect to permit the Host to transfer this agreement and all obligations of the Host to the new owner or to remove the Equipment at Host's sole expense. If Duke Energy elects to remove the Equipment, this Agreement shall be deemed to be automatically terminated without any further action required by either Party as of the earlier of (a) the date the sale of the Property is consummated or (b) the date the Equipment is removed.
- 15. TAXES/TAX CREDITS. To the extent the installation or ownership of the Equipment generates any tax credits, such credits shall be the sole property of and shall inure to the benefit of Duke Energy for the period for which it owns the Equipment provided under this Agreement. If, for any reason, any such credits are not received by Duke Energy, but are instead received by Host, Host agrees to promptly pay the dollar amount of any such credits to Duke Energy.

- 16. <u>LIMITATION OF LIABILITY</u>. In no event shall either Party be liable for consequential, special, incidental, exemplary, punitive, or any indirect damages of any nature arising at any time, from any cause whatsoever. Except for its fraud, willful misconduct or intentional misrepresentation, each Party's aggregate liability relating to this Agreement shall not exceed Two Hundred Thousand dollars (\$200,000) per person and Three Hundred Thousand dollars (\$300,000) per incident.
- 17. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflict of laws principles. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this 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.
- 18. ENTIRE AGREEMENT; AMENDMENTS; ORDER OF PRECEDENCE. This Agreement represents the entire agreement between Duke Energy and Host with respect to the subject matter hereof and supersedes all prior negotiations, binding documents, representations and agreements, whether written or oral, with respect to the subject matter hereof. The Parties may modify and replace any Statement of Work upon mutual agreement in writing. This Agreement may be amended or modified only by a written instrument duly executed by an authorized representative of each Party. The Manager of the Host's Real Estate Management Division is hereby authorized, on behalf of the Host, to furnish any notice required or allowed hereunder, or to issue written approval of any amendment or modification to this Agreement or any Statement of Work (including Equipment Placement Agreements) without the need to seek further approval of the Host's Board of County Commissioners so long as: (1) the amendment or modification or change in a Statement of Work are determined by the Manager of the Host's Real Estate Management Division to be in line with the purpose and intent of this Agreement; and (2) the Host's Risk Management Division reviews and approves the amendment or modification or revised Statement of Work without requiring a change in the insurance, liability, or indemnification provisions of this Agreement. The "Agreement" shall mean and shall consist of the following documents, listed in their order of priority in the event of a conflict: (a) any amendment signed by both Parties; (b) any Statement of Work; (c) the terms of this document; (d) any exhibit(s), schedule(s), or descriptions and specifications incorporated into the Agreement.
- 19. <u>SUCCESSORS AND ASSIGNS</u>. Host may not assign, convey or transfer all or any part of this Agreement without Duke Energy's prior written consent. This Agreement shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns. Duke Energy may assign this Agreement or any benefit, interest, right or cause of action arising under the Agreement to any person without restriction.
- NO WAIVER. No course of dealing or failure of Duke Energy or Host to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term,

- right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 21. <u>SURVIVAL</u>. All sections of this Agreement providing for indemnification or limitation of or protection against liability of either Party shall survive the termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 22. **SEVERABILITY**. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of that provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by laws.
- 23. **NOTICES**. All notices hereunder must be in writing and shall be deemed validly given if sent by U.S. mail, commercial courier, personal delivery or email, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Host: Orange County, Florida

Attn: Manager, Real Estate Man. Division

400 E. South Street, 5th Floor Orlando, Florida 32801

With copy to:

Orange County, Florida Attn: County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor

Orlando, FL 32801-1393

Duke Energy: Duke Energy Florida, LLC

Attn: Program Manager - Park & Plug

PO Box 14042

St Petersburg, FL 33733 Phone: 800-700-8744

Notice shall be effective upon receipt or such later date specified in the notice.

- 24. <u>COUNTERPARTS</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.
- 25. **NO JOINT VENTURE.** The Parties intend by this Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties is independent and none of them are an agent of, nor has the authority to bind the other for any

purpose. No Party shall bind any other, or represent that it has the authority to do so.

26. PHOTOS/VIDEO OF EQUIPMENT. Host agrees, upon as Clerk of the Board of County Commissional Pulse Engret to allow Duke Engret to allo reasonable notice to allow Duke Energy to enter the Property to take photographs or video of the Equipment. Duke Energy shall own all copyright and other intellectual property rights of such photographs or videos. To the extent the Property appears in any such photographs or videos, Host consents to Duke Energy's use and disclosure of such photographs or videos of the Property.

27. ATTORNEY'S FEES; WAIVER OF JURY TRIAL. The parties 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 Agreement, or the breach, enforcement, or interpretation of this 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. 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 AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

[SIGNATURES FOLLOW BELOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

DUKE ENERGY FLORIDA, LLC

RESIDENT, DUKE ENERGY

HOST:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

rint Name: Jerry L. Demings

Title: Orange County Mayor

Rev 2-17-22

Title: Deputy Clerk

Printed Name: DAVID

STATEMENT OF WORK – ORANGE COUNTY HEALTH DEPARTMENT Site Specific Electric Vehicle Infrastructure

This STATEMENT OF WORK ("SOW" or "Statement of Work") effective	is issued pursuant to the
DUKE ENERGY Electric Vehicle Site Host Agreement for installation of DC Fast of	charger(s) dated
("Agreement") between ORANGE COUNTY, FLORIDA, a charter county and poli	tical subdivision of the State of
Florida ("Host") and DUKE ENERGY Florida, LLC ("Duke Energy") at the following	ng site location listed below.
Each site location shall be issued a separate SOW. To the extent the provisions of	of this Statement of Work are
inconsistent with the provisions of the Agreement, the provisions of the Agreemer	nt shall control.

Site Location: ORANGE COUNTY HEALTH DEPARTMENT, 12050 E. Colonial Dr. Orlando, FL 32826

	Deliverable	Description
1	Equipment	Two DC Fast Chargers (DCFC) with Dispensers including 1 – CHAdeMO and remaining CCS connectors.
2	Infrastructure to be installed/upgraded (Site map attached)	Duke will provide transformer, meter, switchgear and infrastructure to support DCFC installation.
3	Permits/Notice of Commencement	Duke Energy electrical contractors will obtain required electrical permits Site host to provide Duke Energy Notice of Commencement Site host to approve Equipment Placement Agreement
4	Site host responsibilities	Refer to Item 2 Host's Responsibilities of the agreement
5	Anticipated Value of Equipment and Infrastructure* *For informational	\$350,000.00 (Three Hundred Fifty Thousand Dollars)
6	Exceptions and Miscellaneous	 Duke will replace landscaping damaged by installation process Standard Duke signage and pavement markings Duke may employ 3rd party service to regularly inspect, maintain, and address issues with equipment



Equipment Placement Agreement (DCFC)

Site Name: Orange County Health Department E Colonial Dr.

SiteTracker Project No.: P-001804

Maximo WO: **45710638**Utility: **FL-DC Fast Charging**

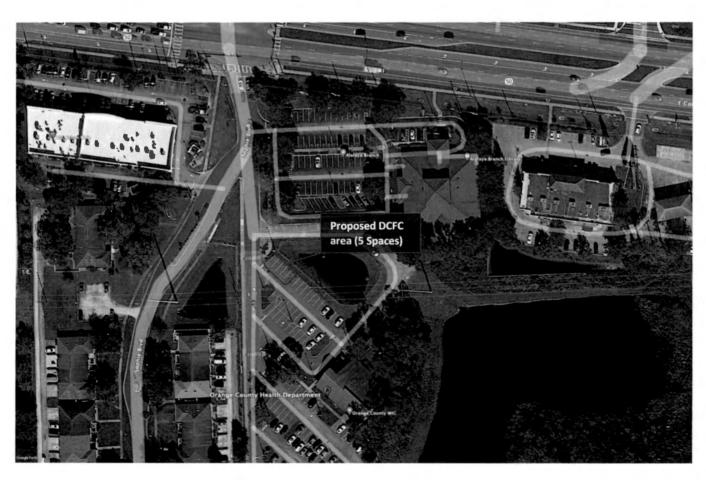
McKim & Creed Project Manager: Eric Kennedy 704.773.3694 – ekennedy@mckimcreed.com

Site Host: Guysen N. Bohler - 407.913.4836 - Guysen.Bohler@ocfl.net

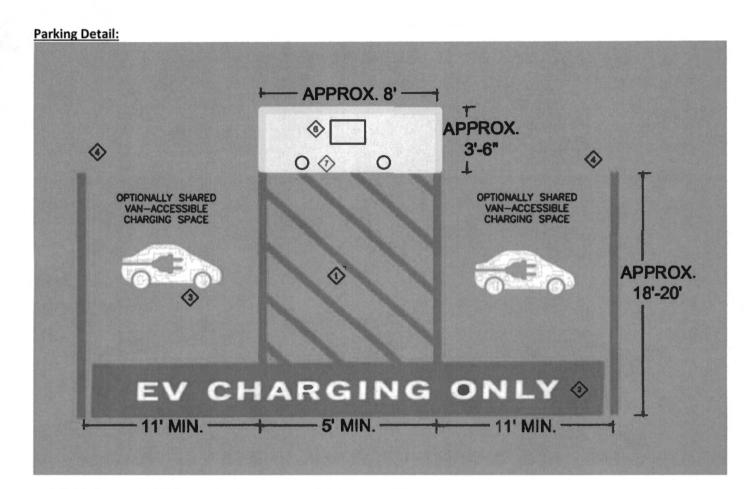
Duke Engineer: Christopher Weech - 407.485.6963 - Christopher.weech@duke-energy.com

Site Location: 12050 E Colonial Dr, Orlando, FL 32826

County: Orange County
Date of site visit: 7/15/2022







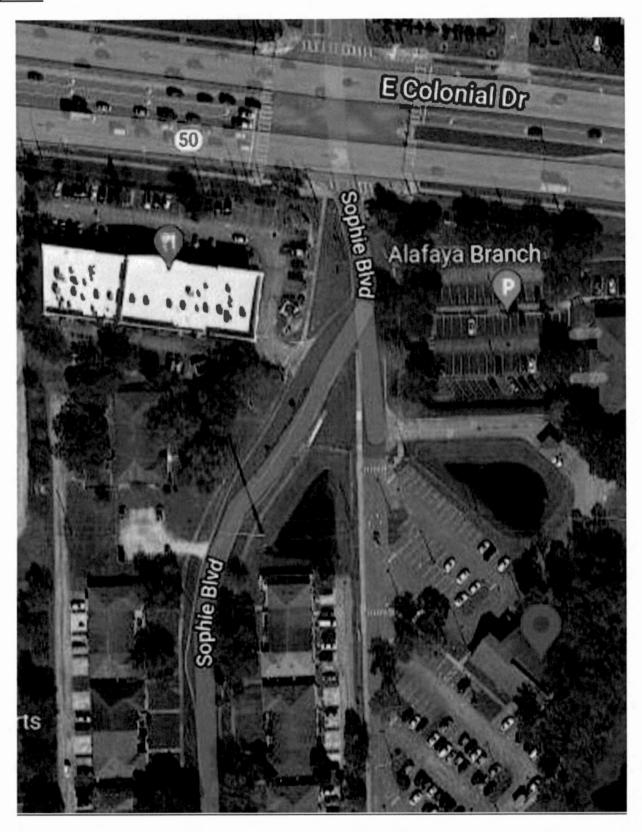
EV PARKING SPACE MARKING

KEYED NEW WORK NOTES:

- 1. PANTONE 361 GREEN PARKING LINES AND BACKGROUND BEHIND LETTERING.
- 2. NEWSGOTH BT, BOLD LETTERING.
- 3. WHITE LETTERING AND CAR ICON.
- 4. EACH PARKING SPACE TO HAVE INDIVIDUAL SIGN TO BE INSTALLED AS SHOWN.
- 5. CONCRETE BASE PAD FOR MOUNTING OF DISPENSERS.
- 6. PARK AND PLUG DC FAST CHARGER.
- 7. 4" ROUND, MIN. 4' APART, CONCRETE BOLLARD.



Site photos:







	DESIGN APPROVALS		
McKim & Creed		Date	
Site Host Approval	-	Date	
Duke PM Approval		Date	
Duke Engineer Approval		Date	

	REVIEWER COM	MENTS	3
y l			
-			

STATEMENT OF WORK – ORANGE COUNTY MULTI - CULTURAL CENTER Site Specific Electric Vehicle Infrastructure

This **STATEMENT OF WORK** ("**SOW**" or "**Statement of Work**") effective _______ is issued pursuant to the DUKE ENERGY Electric Vehicle Site Host Agreement for installation of DC Fast charger(s) dated _____("Agreement") between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("**Host**") and DUKE ENERGY Florida, LLC ("**Duke Energy**") at the following site location listed below. Each site location shall be issued a separate SOW. To the extent the provisions of this Statement of Work are inconsistent with the provisions of the Agreement, the provisions of the Agreement shall control.

Site Location: Orange County Multi - Cultural Center, 7149 W. Colonial Dr. Orlando, FL 32818

	Deliverable	Description	
1	Equipment	Two DC Fast Chargers (DCFC) with Dispensers including 1 – CHAdeMO and remaining CCS connectors.	
2	Infrastructure to be installed/upgraded (Site map attached)	Duke will provide transformer, meter, switchgear and infrastructure to support DCFC installation.	
3	Permits/Notice of Commencement	Duke Energy electrical contractors will obtain required electrical permits Site host to provide Duke Energy Notice of Commencement Site host to approve Equipment Placement Agreement	
4	Site host responsibilities	Refer to Item 2 Host's Responsibilities of the agreement	
5	Anticipated Value of Equipment and Infrastructure* *For informational purposes only	\$350,000.00 (Three Hundred Fifty Thousand Dollars)	
6	Exceptions and Miscellaneous	 Duke will replace landscaping damaged by installation process Standard Duke signage and pavement markings Duke may employ 3rd party service to regularly inspect, maintain, and address issues with equipment 	



Equipment Placement Agreement (DCFC)

Site Name: Orange County Multi-Cultural Center.

SiteTracker Project No.: P-001819

Maximo WO: **45710181**Utility: FC-DC Fast Charging

McKim & Creed Project Manager: Eric Kennedy 704.773.3694 – ekennedy@mckimcreed.com

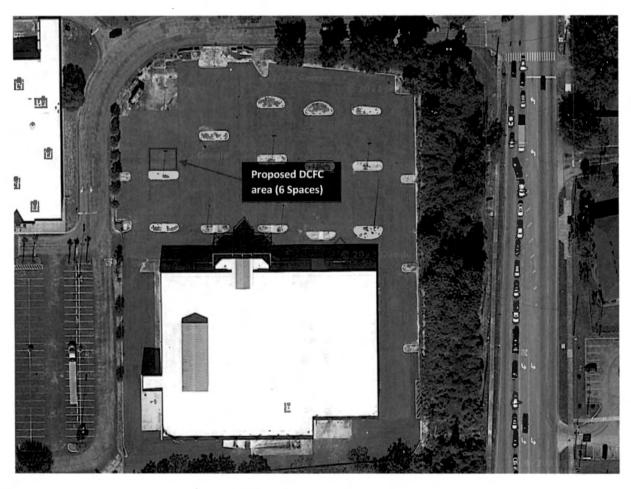
Site Host: : Guysen N. Bohler - 407.913.4836 - Guysen.Bohler@ocfl.net

Duke Engineer: Edward Krause - 407.905.3376 - Edward.Krause@duke-energy.com

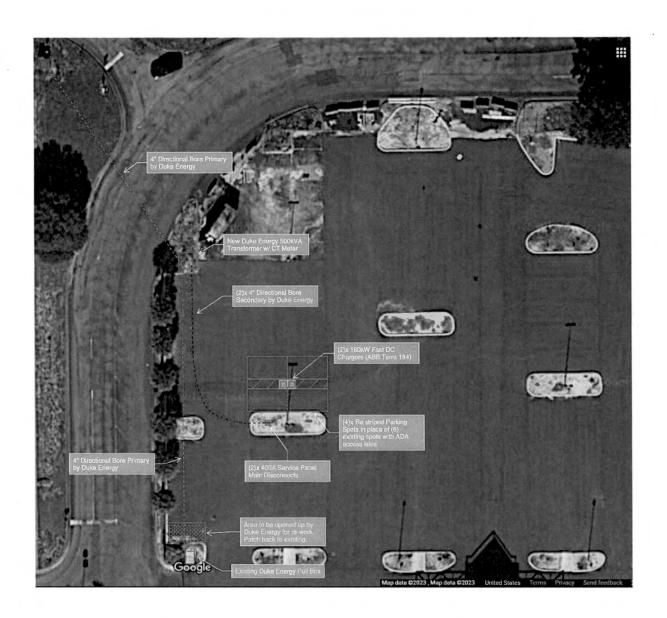
Site Location: 7149 W Colonial Dr, Orlando, FL 32818

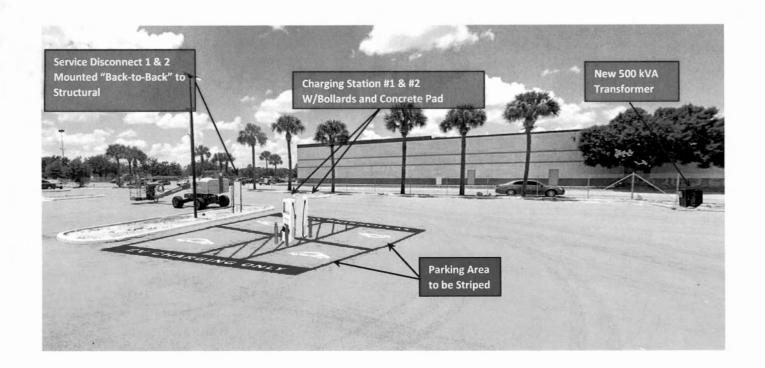
County: **Orange County**Date of site visit: **8/16/2022**

Revised: 11/2/2023

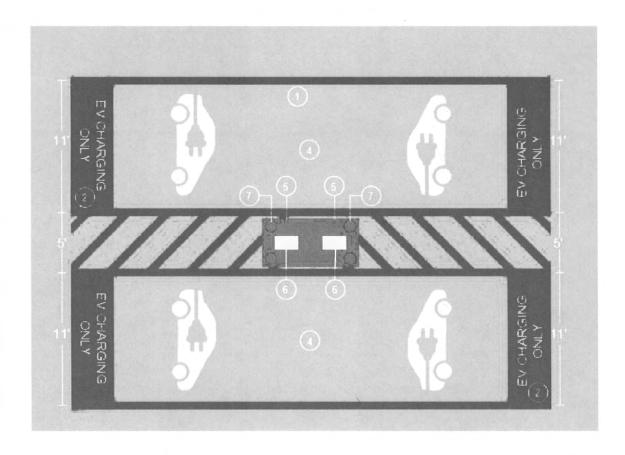








Parking Detail:



EV PARKING SPACE MARKING

- 1. PANTONE 361 GREEN PARKING LINES AND BACKGROUND BEHIND LETTERING.
- 2. NEWSGOTH BT, BOLD LETTERING.
- 3. WHITE LETTERING AND CAR ICON.
- 4. EACH PARKING SPACE TO HAVE INDIVIDUAL SIGN TO BE INSTALLED AS SHOWN.
- 5. CONCRETE BASE PAD FOR MOUNTING OF DISPENSERS.
- 6. PARK AND PLUG DC FAST CHARGER.
- 7. 4" ROUND, MIN. 4' APART, CONCRETE BOLLARD.

	DESIGN APPROVALS		
McKim & Creed		Date	
Site Host Approval		Date	
Duke PM Approval		Date	
Duke Engineer Approval		Date	

	REVIEWER C	OMMENTS	





Project: Duke Energy Park and Plug - Orange County - Health Dept - Multi Cultural - Sites

SEC: 22	TWP: 22S	RGE: 28E	COUNTY: ORANGE	PROJECT: 45710638/46786220
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 7149 W. COLONIAL DRIVE, ORLANDO, FLORIDA 32818				
TAX PARCE	L NUMBER:	23-22-28-3581	-00-013	

NON-EXCLUSIVE DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ORANGE COUNTY, a charter county and political subdivision of the State of Florida, its successors and assigns (GRANTOR herein), Post Office Box 1393, Orlando, Florida 32802-1393, 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 agents, successors, lessees and assigns, (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege and non-exclusive 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 (hereinafter "Facilities"). 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:

Legal Description: Commence at the Southeast corner of Section 23, Township 22 South, Range 28 East, Orange County, Florida; thence run N 00° 12' 44" East along the East line of the Southeast 1/4 of said Section 23, a distance of 332.05 feet; thence run North 89° 38' 28" West a distance of 65.00 feet to a point on the West right of way line of Hiawassee Road and the Southeast corner of Lot 1, HIGHLAND LAKES CENTER, according to the Plat thereof as recorded in Plat Book 27, Pages 87 through 89, inclusive, public Records of Orange County, Florida and the point of beginning; thence run North 89° 38' 28" West along the Southerly line of said Lot 1, a distance of 457.52 feet; thence run North 00° 00' 00" West, a distance of 475.10 feet to the beginning of a curve to the Southeast, having a radius of 100.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 90° 18' 23", an arc distance of 157.61, having a chord bearing of North 45° 09' 12" East and a chord distance of 141.80 feet; thence run South 89° 41' 37" East, a distance of 359.12 feet; thence run S 00° 12' 44" West along the aforesaid Westerly right of way line of Hiawassee Road and the East line of Lot 1, a distance of 576.05 feet to the point of beginning.

This easement shall 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 GRANTEE within sixty (60) days after the installation of Facilities by GRANTEE.

The Easement granted herein is solely for the purposes described herein. 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. **GRANTEE** shall make all commercially reasonable efforts to undertake all work in the Easement Area in a safe and prudent manner. **GRANTEE** shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the Grantor.

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 be solely responsible for the construction, operation, maintenance, addition and/or removal of its Facilities in the Easement Area, which shall be at **GRANTEE**'s sole expense.

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 and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTEE accepts the Easement Area "as is" and with all faults. **GRANTEE** agrees that it assumes all risk for any damage or injury to any of its systems of electric underground distribution lines, facilities, and related items in the Easement Area, however caused.

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 will maintain commercially reasonable insurance throughout the term of this Easement. GRANTOR may request in writing proof of insurance to GRANTEE at any time prior to construction. Notwithstanding any provision of this Easement, nothing in this Easement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by GRANTOR, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time.

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, fines, costs 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 or omissions 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 or adjoining lands.

GRANTOR retains all rights in and to said Easement Area not in conflict with GRANTEE's rights hereunder granted.

If this Easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter, not to exceed one hundred eighty (180) days from the date of abandonment or termination of this Easement, for the purpose of removing any of the Facilities supplied by GRANTEE. Thereafter, any Facilities remaining on GRANTOR's premises shall be considered abandoned by GRANTEE and shall become property of GRANTOR, and 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 and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

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, or the breach, enforcement, or interpretation of this Easement, 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 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 OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

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

Jerry L. Demings
Orange County Mayor

DATE: 28 / MEANY 2023

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY:

Printed Name

REQUEST FOR FUNDS / CHECKS

X Under BCC Approval	Under Ordinance Approval
Date: October 13, 2023	Total Amount: \$27.70
Project Duke Energy Park and Plug – Orange County – Health Dept. – Multi cultural - Sites	Site: 7149 W. Colonial Dr.
Charge to Account # (FUND CODE)	Clara Police 10/18/23
0001-023-0345-3148	Controlling Agency Approval Signature Carrie Black Printed Name: 10/18/2023 Fiscal Approval Signature Anthony Jansen Printed Name
TYPE TRANSACTION (Check appropriate block(s)) Pre-Condemnation Post-Condemnation	X N/A District # 4
Acquisition at Approved Appraisal Acquisition at Below Approved Appraisal Acquisition at Above Approved Appraisal Advance Payment Requested X Donation DOCUMENTATION ATTACHED (Check appropriate block{s}) Contract/ Agreement Copy of Executed Instruments X Copy of Unexecuted Instruments Certificate of Value Settlement Analysis	Orange County Comptroller PO Box 38, Orlando, FL 32802 Prorated Tax Fee: \$00.00 Total \$27.70
Payable to: ORANGE COUNTY COMPTROLLER \$0.00 **********************************	************************************
	11.6.2023
Payment Approved Mindy T. Cummings, Manager, Real Estate M Certified Approved by BCC for Deputy Clerk to the Board	Management Div. Date NOV 2 8 2023 Date
Examined/Approved Comptroller/Government Grants	Check No. / Date APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS NOV 2 8 2023



Project: Duke Energy Park and Plug - Orange County - Health Dept - Multi Cultural - Sites

SEC: 22 TWP: 22S RGE: 31E COUNTY: ORANGE PROJECT: 45710638/46786220
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
SITE ADDRESS: 12050 E. COLONIAL DRIVE, ORLANDO, FLORIDA 32826
TAX PARCEL NUMBER: 22-22-31-0000-00-003

NON-EXCLUSIVE DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ORANGE COUNTY, a charter county and political subdivision of the State of Florida, its successors and assigns (GRANTOR herein), Post Office Box 1393, Orlando, Florida 32802-1393, 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 agents, successors, lessees and assigns, (GRANTEE herein), Post Office Box 14042, St. Petersburg, Florida 33733, the right, privilege and non-exclusive 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 (hereinafter "Facilities"). 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:

Legal Description: The West 400.00 feet of the Southwest 1/4 of the Northeast 1/4, AND the West 400.00 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 AND that part of the West 400.0 feet of the Northwest 1/4 of the Northeast 1/4 lying South of the Southerly Right of Way line of State Road #50, all in Section 22, township 22 South, Range 31 East.

This easement shall 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 GRANTEE within sixty (60) days after the installation of Facilities by GRANTEE.

The Easement granted herein is solely for the purposes described herein. 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. **GRANTEE** shall make all commercially reasonable efforts to undertake all work in the Easement Area in a safe and prudent manner. **GRANTEE** shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the Grantor.

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 be solely responsible for the construction, operation, maintenance, addition and/or removal of its Facilities in the Easement Area, which shall be at **GRANTEE**'s sole expense.

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 and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment. Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTEE accepts the Easement Area "as is" and with all faults. **GRANTEE** agrees that it assumes all risk for any damage or injury to any of its systems of electric underground distribution lines, facilities, and related items in the Easement Area, however caused.

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 will maintain commercially reasonable insurance throughout the term of this Easement. **GRANTOR** may request in writing proof of insurance to **GRANTEE** at any time prior to construction. Notwithstanding any provision of this Easement, nothing in this Easement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by **GRANTOR**, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes, as amended from time to time.

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, fines, costs 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 or omissions 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' 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 or adjoining lands.

GRANTOR retains all rights in and to said Easement Area not in conflict with GRANTEE's rights hereunder granted.

If this Easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter, not to exceed one hundred eighty (180) days from the date of abandonment or termination of this Easement, for the purpose of removing any of the Facilities supplied by GRANTEE. Thereafter, any Facilities remaining on GRANTOR's premises shall be considered abandoned by GRANTEE and shall become property of GRANTOR, and 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 and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

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, or the breach, enforcement, or interpretation of this Easement, 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 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 OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

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

Jerry L. Demings
Orange County Mayor

DATE: 78 Hovenby 2023

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

BY: Deputy Clerk

DAVID. ROONEY

Printed Name

REQUEST FOR FUNDS / CHECKS

X Under BCC Approval	Under Ordinance Approval
Date: October 13, 2023	Total Amount: \$27.70
Project Duke Energy Park and Plug – Orange County – Health Dept. – Multi cultural - Sites	Site: 12050 E. Colonial Dr.
Charge to Account # (FUND CODE)	Come Black 10/18/23
0001-023-0345-3148	Controlling Agency Approval Signature Date Ca(ic \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
TYPE TRANSACTION (Check appropriate block(s))	riniou name
Pre-Condemnation Post-Condemnation	X N/A District # 4
Acquisition at Approved Appraisal Acquisition at Below Approved Appraisal Acquisition at Above Approved Appraisal Advance Payment Requested X Donation	Orange County Comptroller PO Box 38, Orlando, FL 32802 Prorated Tax Fee: \$00.00
DOCUMENTATION ATTACHED (Check appropriate block(s))	Total \$27.70
Contract/ Agreement Copy of Executed Instruments Copy of Unexecuted Instruments Certificate of Value Settlement Analysis	
Payable to: ORANGE COUNTY COMPTROLLER \$0.00	**********************
IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL	ESTATE MANAGEMENT DIVISION (DO NOT MAIL)
Mary Tiffault, Sr. Title Examiner, Real Estate N	y signed by Mary Tiffault 023.10.24 07:33:35 -04'00' Management Div. Date
Payment Approved Nemesie Esteves, Assistant Manager, Real E	Estate Management Div. Date
or Payment Approved	
Mindy T. Cummings, Manager, Real Estate M	anagement Div. Date
Approved by BCC Deputy Clerk to the Board	NOV 2 8 2023 Date
Examined/ApprovedComptroller/Government Grants	Check No. / Date
Comptioner/Government Grants	BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

NOV 2 8 2023