



Orange County Government

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

Legislation Text

File #: 25-058, **Version:** 1

Interoffice Memorandum

DATE: December 16, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Temporary Distribution Easement from Orange County Board of County Commissioners to Duke Energy, LLC d/b/a Duke Energy for Horizon West Regional Park - Duke Energy Distribution Easement PID 16-23-27-0000-00-033. District 1. **(Real Estate Management Division)**

PROJECT:

Horizon West Regional Park -
Duke Energy Distribution Easement PID 16-23-27-0000-00-033

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

ITEM:

Temporary Distribution Easement
Revenue: None

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division
Capital Projects Division
Public Works Department

REMARKS: This Temporary Distribution Easement provides Duke Energy the right to install electrical distribution facilities to serve the Horizon West Regional Park and Horizon West Library. Within 90 days of installation, County will provide the Sketch of Description showing the location of the installed facilities. A descriptive Easement with the Sketch of Description showing the location of the facilities will replace this Temporary Distribution Easement.

This Temporary Distribution Easement will not be recorded at this time.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 07 2025



Project: Horizon West Regional Park – Duke Energy Distribution Easement PID 16-23-27-0000-00-033

SEC: 16	TWP: 23S	RGE: 27E	COUNTY: ORANGE	PROJECT: 45022414D/551633742LS
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: Hamlin Groves Trail, Winter Garden, FL (8065 Cnty Strmwtr/retent)				
TAX PARCEL NUMBER: 16-23-27-0000-00-033				

TEMPORARY 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:

The northerly fifteen (15) feet of Parcel 16-23-27-0000-00-033 as depicted on the attached "Exhibit A".

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 ninety (90) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within ninety (90) 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 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.

Prepared By: Bruce C. Crawford, Esq.
Crawford & Owen, P.A.
10901 Danka Circle, Suite B
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
3300 Exchange Place
Lake Mary, FL 32746

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 aforesaid.



Orange County, Florida
By: Board of County Commissioners

BY: Burton W. Burke
for Jerry L. Demings
Orange County Mayor

DATE: 7 January 2025

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

BY: Jennifer Lara-Klimetz
for Deputy Clerk
Jennifer Lara-Klimetz
Printed Name

Exhibit A - Approximate Area of Easement

Prepared By: Bruce C. Crawford, Esq.
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