



SEC: 35	TWP: 23S	RGE: 28E	COUNTY: ORANGE	PROJECT:44079201(D)47469844(LS)
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 8000 Turkey Lake Road, Orlando, FL 32819				
TAX PARCEL NUMBER: 35-23-28-0000-00-042				

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 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 non-exclusive easement to construct, reconstruct, operate communication facilities only for the use and convenience of the **GRANTEE** for the **GRANTEE**'s internal communications. This is subject to all applicable permitting requirements as may be required by federal, state, or local codes, statutes, ordinances, or regulations, over, under, upon and across the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

An Easement Area being more particularly described and shown on the accompanying Exhibit A, Sketch of Description, as prepared by Kristie Kajfasz, P.S.M of SCG Engineering, LLC Survey and Mapping, dated March 25, 2024, Vender Project No. 3706001, consisting of two (2) pages, attached hereto, and incorporated herein by this reference.

The Easement granted herein is solely for the purposes described. No additions, modifications, or improvements beyond those listed herein shall be constructed, erected, placed, or maintained on or around the easement property without **GRANTOR'S** prior written approval.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate, or remove such lines and related facilities, including the right to increase or decrease the number and type of supporting structures. In the event the facilities must be relocated, **GRANTEE** agrees to relocate the facilities at no cost to **GRANTOR**. Thereafter, **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the Easement herein shall be considered cancelled as to the portion vacated by such relocation. Upon the completion of the relocation, the **GRANTEE** shall terminate this Easement and execute and deliver to **GRANTOR**, at no cost, an acceptable and recordable release of easement as to the area vacated by such relocation.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric distribution lines and related facilities, including the right to trim, cut and keep clear trees, limbs, and undergrowth along said lines, and further including the reasonable right to enter upon the adjoining lands of the **GRANTOR** for the purpose of exercising the rights herein granted. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR covenants and agrees that no trees, buildings, structures, or obstacles will be located or constructed within the Easement Area nor shall ground elevation be altered.

GRANTEE covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities, and landscaping, if such damage is incident to the exercise of **GRANTEE's** rights, privileges, or obligations under this Easement.

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.

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 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.

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.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

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

By: _____
Deputy Clerk

Printed Name

EXHIBIT "A" SKETCH OF DESCRIPTION

Legal Description:

A PARCEL OF LAND LYING SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ALSO BEING THE SOUTH 5.00 FEET OF THE EAST 25.00 FEET LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3746, PAGE 1021, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 28 EAST; THENCE RUN S 89°36'39"W ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 990.99 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID NORTH LINE, RUN S 00°06'51"W ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, A DISTANCE OF 369.99 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3746, PAGE 1021, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 00°06'51"W ALONG THE EAST LINE OF SAID LANDS, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), A DISTANCE OF 296.58 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3746, PAGE 1021 AND THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35; THENCE DEPARTING SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, RUN S 89°37'52" W ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N 00°06'51" E PARALLEL WITH SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE N 89°37'52" E PARALLEL WITH SAID SOUTH LINE OF , A DISTANCE OF 25.00 FEET TO SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3746, PAGE 1021; THENCE S 00°06'51" W ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

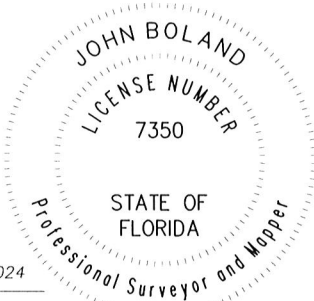
CONTAINING 125.00 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

Surveyor's Notes:

- 1. The bearings shown hereon are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, adjustment of 2011 (NAD 83/2011); deriving a bearing of S89°36'39"W along the North line of Section 35, Township 23 South, Range 28 East.
- 2. All measurements shown hereon are in U.S. Survey Feet.
- 3. An abstract of title was not performed by or furnished to SGC Engineering, LLC. Any easements or encumbrances that may appear as a result of said abstract are not warranted by this sketch.
- 4. Legal description was prepared by SGC Engineering, LLC per client request and is based on deeds of record and a field survey to locate the controlling corners needed to establish the parcels, right-of-way and easement shown in the legal description and sketch hereon.
- 5. This sketch meets the applicable "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in rule 5J17.050-.052, Florida Administrative Code. Not valid without the original signature and the raised seal or the electronic signature and computer generated seal of a Florida Licensed Surveyor and Mapper. The seal appearing on this document was authorized by Kristie Kajfasz LS 7116, on 04/25/2024.

John Boland

Digitally signed by John Boland
DN: E=john.boland@sgcsurvey.com, CN=John Boland, OU=Users, OU=Pensacola, OU=Survey, OU=SGC, DC=sgc, DC=com
Location: Pensacola Florida
Reason: I am the author of this document
Contact Info: john.boland@sgcsurvey.com
Date: 2024.06.04 20:27:03-0500



05/29/2024

JOHN BOLAND, P.S.M.
SGC ENGINEERING, LLC

FLORIDA REGISTRATION No. 7350
FLORIDA REGISTRATION No. LB 7979

DATE

NOT VALID WITHOUT PAGE 2

THIS IS NOT A SURVEY



SGC ENGINEERING, LLC
SURVEY AND MAPPING

1001 TOWN PLAZA COURT, SUITE 1032
WINTER SPRINGS, FL 32708
TELEPHONE NO. (800)581-4031
WWW.SGCSURVEY.COM

REVISIONS

1	04/25/24	KMK
2	05/29/24	SAS

VENDOR PROJECT No. 3706001

VENDOR DRAWING No. SD02-INTERCHANGE-TURKEY LAKE RD-04082024

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF ORLANDO

UTILITY EASEMENT

DRAWN

CHECK

SCALE: 1" = 10'

MRC

KMK

DATE: 03/25/2024



DUKE ENERGY®

550 S. TRYON STREET
CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

SITE: N/A

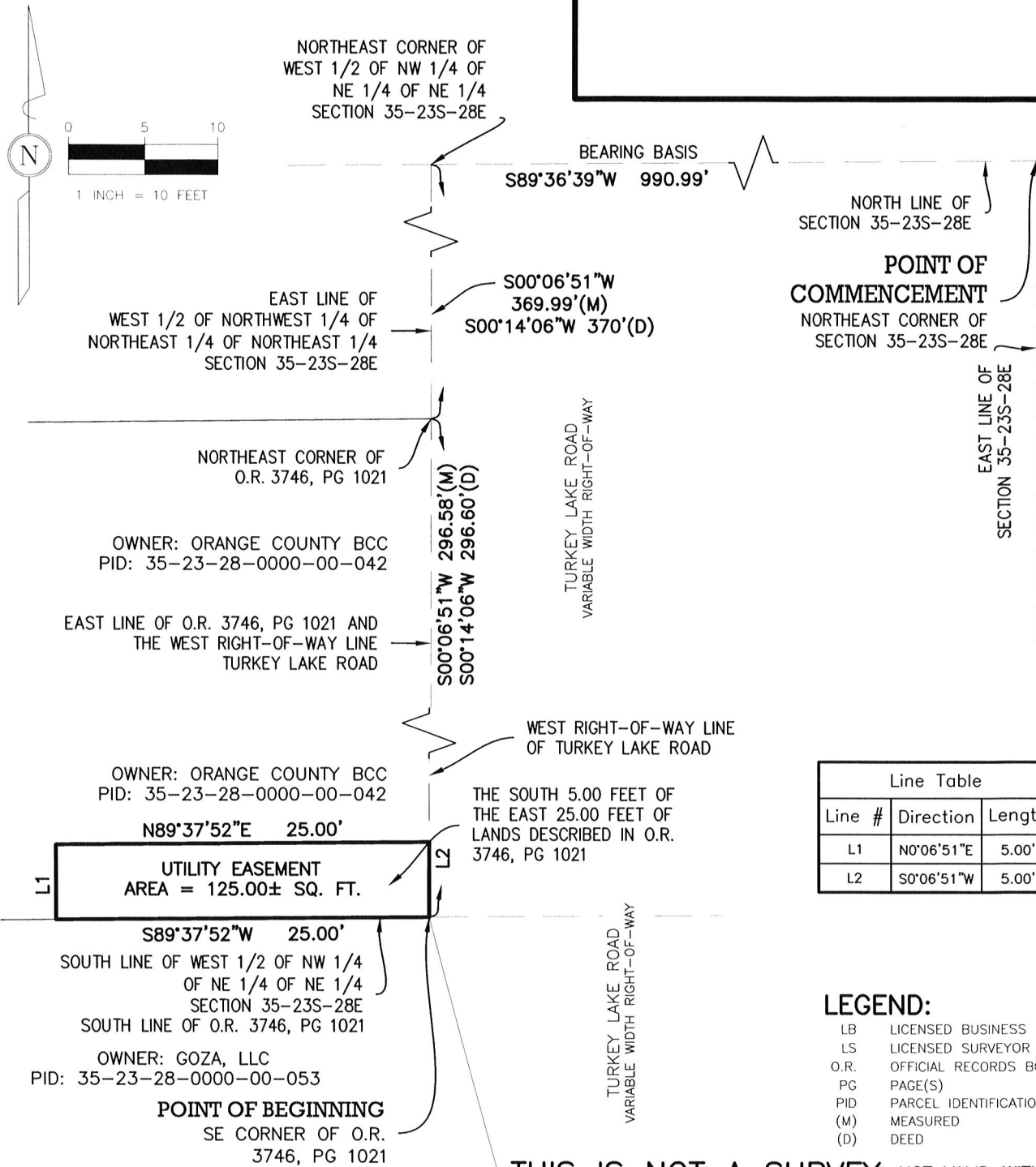
LU: N/A

WO: 44079201

SD02-INTERCHANGE-TURKEY LAKE RD-05292024.dwg

SHEET 1 OF 2

EXHIBIT "A" SKETCH OF DESCRIPTION



Line Table		
Line #	Direction	Length
L1	N0°06'51"E	5.00'
L2	S0°06'51"W	5.00'

LEGEND:

LB LICENSED BUSINESS
LS LICENSED SURVEYOR
O.R. OFFICIAL RECORDS BOOK
PG PAGE(S)
PID PARCEL IDENTIFICATION
(M) MEASURED
(D) DEED

THIS IS NOT A SURVEY NOT VALID WITHOUT PAGE 1



SGC ENGINEERING, LLC
SURVEY AND MAPPING

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REVISIONS	1	04/25/24	KMK
	2	05/29/24	SAS

VENDOR PROJECT No.	3706001
VENDOR DRAWING No.	SD02-INTERCHANGE-TURKEY LAKE RD-04082024

CERTIFIED TO: DUKE ENERGY FLORIDA, LLC

DESCRIPTION SKETCH

CITY OF ORLANDO

UTILITY EASEMENT

DRAWN	CHECK	SCALE: 1" = 10'
MRC	KMK	DATE: 03/25/2024



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CHARLOTTE, N.C. 28202
TELEPHONE NO. (704)382-2361

SITE: N/A	LU: N/A	WO: 44079201
SD02-INTERCHANGE-TURKEY LAKE RD-05292024.dwg		SHEET 2 OF 2