



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: July 16, 2019

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

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

FROM: Mary Tiffault, Senior Title Examiner *MT*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Subordination of Utility Interests between Duke Energy Florida, LLC, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, d/b/a Progress Energy Florida, Inc. and Orange County and authorization to record instrument

PROJECT: Granada Loop 17-E-030 Case #PSP-16-11-380
District 1

PURPOSE: To provide for access, construction, operation, and maintenance of stormwater improvements as a requirement of development.

ITEM: Subordination of Utility Interests

APPROVALS: Real Estate Management Division
Public Works Development Engineering Division

REMARKS:

The Subordination of Utility Interests will subordinate Duke Energy's interest in their existing easement encumbering Tract P-1 (Stormwater) of recently recorded plat of Granada Loop, recorded in Plat Book 99, Pages 104 through 113. If Orange County should require Duke Energy to alter, adjust, or relocate its facilities located within said lands in connection with this subordination, Orange County shall pay the reasonable cost of such alternation, adjustment, or relocation, including but not limited to the cost of acquiring appropriate easements.

Orange County is executing the Subordination of Utility Interests to show acceptance of the terms and conditions.

Developer to pay recording fees.

AUG 06 2019

Project: Granada Loop 17-E-030 Case #PSP-16-11-380

SUBORDINATION OF UTILITY INTERESTS

THIS SUBORDINATION, entered into by and between Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc., hereinafter called ("Utility") and Orange County, a charter county and political subdivision of the State of Florida, hereinafter called ("County")

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for stormwater purposes; and

WHEREAS, the proposed use of these lands for stormwater purposes will require subordination of the interest claimed in such lands by Utility to County; and

WHEREAS, County is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and County agree as follows:

Utility hereby subordinates to the interest of County, its successors, or assigns, any and all of its interest in the lands as follows, viz:

SEE ATTACHED SCHEDULE "A"

Encumbrance(s):

Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc.
FROM: Goza LLC, a Florida limited liability company
Easement filed October 12, 2018
Recorded in Official Records Document No. 20180603981
Public Records of Orange County, Florida.

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with County's current minimum standards for such facilities as required by Article VI, Chapter 21 of the Orange County Code, as it may be replaced, amended, or

superseded from time to time. Should County require the Utility to alter, adjust, or relocate its facilities located within said lands in connection with this subordination, County shall pay the reasonable cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements (collectively “**Reimbursement Costs**”).

2. Utility shall provide written notice to County’s Director of Public Works (or equivalent in the event of reorganization) of the estimated costs and narrative scope of any alteration, adjustment, relocation, or removal of its facilities or of the acquisition of any additional easements at least 60 days prior to Utility incurring such costs.
3. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions herein, with the exception of the provision herein regarding Reimbursement Costs.
4. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of County’s facilities.
5. The Utility agrees to indemnify and hold County harmless for, from and against any and all losses, claims or damages incurred by County to the extent arising from Utility's or Utility's Contractor's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of Utility's facilities located on the above described easement.

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year below written.

Signed, sealed and delivered in the presence of:

Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc.

Jenna Davis
SIGNATURE LINE
PRINT/TYPE NAME: JENNA DAVIS

By: Karen Adams
Karen Adams, Manager
Land Services – Florida Region

Catherine A. Mori
SIGNATURE LINE
PRINT/TYPE NAME: Catherine A. Mori

Date: 5/22/19
APPROVED
By Chris King at 2:20 pm, May 22 2019

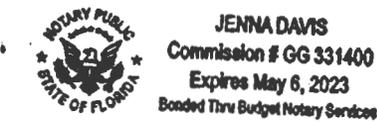
(Two witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 22 day of MAY, 2019, by Karen Adams, Manager of Land Services – Florida Region for Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy, f/k/a Duke Energy Florida, Inc., f/k/a Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc., on behalf of the limited liability company, who is personally known to me, or who has produced _____ as identification.

(Affix Notary Stamp or Seal)

Jenna Davis
PRINT/TYPE NAME: JENNA DAVIS



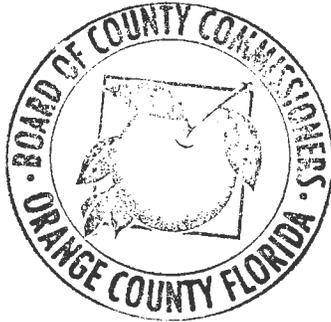
Notary Public in and for the County and State last aforesaid.

My Commission Expires: MAY 6, 2023

Serial No., if any: _____

Project: Granada Loop 17-E-030 Case #PSP-16-11-380

IN WITNESS WHEREOF, County has executed this Subordination on the day and year below written.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings,
Orange County Mayor

Date: 6 Aug 19

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

By: *Katie Smith*
Deputy Clerk

Katie Smith
Printed Name

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

[Schedule "A" follows]

Project: Granada Loop 17-E-030 Case #PSP-16-11-380

Schedule "A"

Tract P-1 (Stormwater), GRANADA LOOP, recorded in Plat Book 99, Pages 104 through 113, in the Public Records of Orange County, Florida.