



# Orange County Government

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

## Legislation Text

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**File #:** 25-452, **Version:** 1

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### Interoffice Memorandum

**DATE:** March 5, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

**FROM:** Mary Tiffault, Senior Title Examiner

**CONTACT:** Mindy T. Cummings, Manager

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of Orlando Utilities Commission Utility Easement (Orange County Convention Center WR# 863263) by and between Orange County, the Orlando Utilities Commission, and the City of Orlando, and authorization to record instrument for Orange County Convention Center WR# 863263. District 6. **(Real Estate Management Division)**

**PROJECT:** Orange County Convention Center WR 863263

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

**ITEM:**

Orlando Utilities Commission Utility Easement

Size: 714 square feet

Revenue: None

**BUDGET:** N/A

**REVENUE:** N/A

**FUNDS:** N/A

**APPROVALS:**

Real Estate Management Division

County Attorney's Office  
Risk Management Division  
Orange County Convention Center

**REMARKS:** This action provides Orlando Utilities Commission (OUC) the right to install and maintain electrical distribution lines and related facilities for a County-owned facility. OUC to pay recording fees.



ORLANDO UTILITIES COMMISSION  
UTILITY EASEMENT  
(Orange County Convention Center WR#863263)

THIS UTILITY EASEMENT, made as of the date signed below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. BOX 1393, Orlando, FL 32802, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, for the use and benefit of the ORLANDO UTILITIES COMMISSION, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, lessees and tenants, an easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power, water and communication services, together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be located on, through, over, across and/or under the following specific non-exclusive "Easement Area" within GRANTOR'S premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of Easement Area attached hereto as Exhibit A.

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns, the right to curb, pave, stripe, fence and landscape the Easement Area (excluding portions of the Easement Area containing pad mounted Facilities), and to utilize the same as parking area or otherwise in a manner not inconsistent with the rights herein granted to the GRANTEE. If fences and/or landscaping are located within the Easement Area, they shall be placed so as to allow ready access to the Facilities and provide a working space of at least twelve feet (12') on the opening side and three feet (3') on the other sides of any pad mounted Facilities.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the GRANTOR'S premises, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgement of the GRANTEE, may endanger or interfere with the safe and efficient installation, use, operation or maintenance of the Facilities attached thereto; (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over and under the GRANTOR'S premises for the purpose of exercising the rights herein granted; (d) the right to do anything necessary, useful or convenient for the full enjoyment of the rights herein granted; and (e) the right to remove at any time any of said Facilities erected upon, under or over the GRANTOR'S premises.

GRANTOR covenants that the Facilities were located or will be located within the Easement Area. In the event that the GRANTOR, its contractors, sub-contractors or any of their respective employees installed the Facilities outside the Easement Area, the GRANTOR, its successors, agents, or assigns, upon notification of such an event: (i) shall be responsible for all costs associated with the relocation or reconfiguration of the Facilities to the Easement Area or (ii) shall provide to the GRANTEE a new easement in the location where the Facilities exist whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to interfere with the Facilities and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the Facilities by GRANTOR or by GRANTOR'S agents, invitees or employees.

Each of the parties shall defend, indemnify and hold the other party harmless from and against any losses, expenses (including reasonable attorney's fees and costs), claims, damages, suits, judgments, or other actions, or any liability arising out of or resulting from the negligence of the indemnifying party which is a result of its performance or non-performance of any operations, obligations, and responsibilities pursuant to this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Florida Statute pertaining to limitation of tort liability by either party.

IF this easement shall be abandoned by the GRANTEE or terminated in any manner, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the Facilities supplied by GRANTEE and thereafter 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 to and be binding upon the heirs and/or legal representatives successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, on the day and year first written above.



GRANTOR:

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Burton W. Burdick  
for Jerry L. Demings  
Orange County Mayor

Dated: 25 March 2025

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

By: Jennifer Lara-Keimetz  
Deputy Clerk  
Jennifer Lara-Keimetz  
Printed Name



## EXHIBIT A

### LEGAL DESCRIPTION - UTILITY EASEMENT

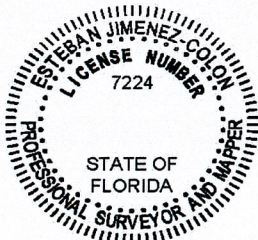
A TRACT OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST; ORANGE COUNTY FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST, THENCE NORTH 00°18'14" WEST, ALONG THE EAST LINE OF RANGE 28 EAST, A DISTANCE OF 1612.10 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF UNIVERSAL BOULEVARD, A 200-FOOT RIGHT-OF-WAY ACCORDING TO THE PLAT OF USI-SOUTH CAMPUS UNIT ONE; AS RECORDED IN PLAT BOOK 46, PAGE 13, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE AFOREMENTIONED RIGHT-OF-WAY LINE NORTH 89° 45' 47" WEST, A DISTANCE OF 885.17 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN SOUTH 00°14'13" WEST, A DISTANCE OF 417.60 FEET; THENCE CONTINUE NORTH 89°45'47" WEST, A DISTANCE OF 160.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°45'47" WEST, A DISTANCE OF 12.00 FEET; THENCE RUN NORTH 00°14'13" EAST, A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 89°45'47" WEST, A DISTANCE OF 1.00 FEET; THENCE RUN NORTH 00°14'13" EAST, A DISTANCE OF 21.00 FEET; THENCE SOUTH 89° 45' 47" EAST, A DISTANCE OF 14.00 FEET; THENCE RUN SOUTH 00°14'13" WEST, A DISTANCE OF 21.00 FEET; THENCE RUN NORTH 89°45'47" WEST, A DISTANCE OF 1.00 FEET; THENCE RUN SOUTH 00°14'13" WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND CONTAINS 0.016 ACRES (714 SQUARE FEET), MORE OR LESS.

#### SURVEYOR'S NOTES

1. THIS LEGAL DESCRIPTION IS NOT VALID UNLESS DIGITALLY SIGNED AND SEALED BY A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. A TITLE COMMITMENT WAS NOT REVIEWED FOR THIS LEGAL DESCRIPTION.
3. LANDS SHOWN HEREON WERE NOT RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE PUBLIC RECORDS THAT MAY AFFECT THESE LANDS.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF UNIVERSAL BOULEVARD, ACCORDING TO THE PLAT OF USI SOUTH CAMPUS UNIT 1, AS RECORDED IN PLAT BOOK 46, PAGES 13 THROUGH 16 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, AS BEING SOUTH 89°45'47" EAST (ASSUMED) IN THE AREA OF THIS LEGAL DESCRIPTION.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY.



This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

Esteban Jimenez Colon

Digitally signed by Esteban Jimenez Colon  
DN: cn=Esteban Jimenez Colon,  
ou=USI South Campus Unit 1, o=USI South Campus Unit 1,  
c=US  
Date: 2025.02.05 07:21:35-0500

Esteban Jimenez-Colon LS 7224  
Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY

\*Not valid without the signature of a Florida licensed surveyor and mapper

\*NOT VALID WITHOUT PAGE 2 OF 2



**SKETCH OF DESCRIPTION**  
A PART OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

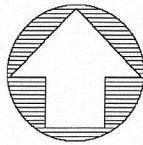
SHEET  
1 OF 2



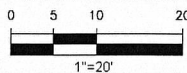
# SKETCH OF DESCRIPTION

## ABBREVIATION LEGEND

CM - CONCRETE MONUMENT  
 FND - FOUND  
 ID - IDENTIFICATION  
 IRC - IRON REBAR & CAP  
 IR - IRON ROD  
 IP - IRON PIPE  
 R/W - RIGHT-OF-WAY  
 (M) - MEASURED  
 ORB - OFFICIAL RECORDS BOOK  
 PG - PAGE  
 (P) - PLAT  
 PC - POINT OF CURVATURE  
 PRC - POINT OF REVERSE CURVATURE  
 PT - POINT OF TANGENCY  
 R - RADIUS  
 L - ARC LENGTH  
 Δ - DELTA  
 CB - CHORD BEARING  
 C - CHORD LENGTH  
 PB - PLAT BOOK  
 SF - SQUARE FEET

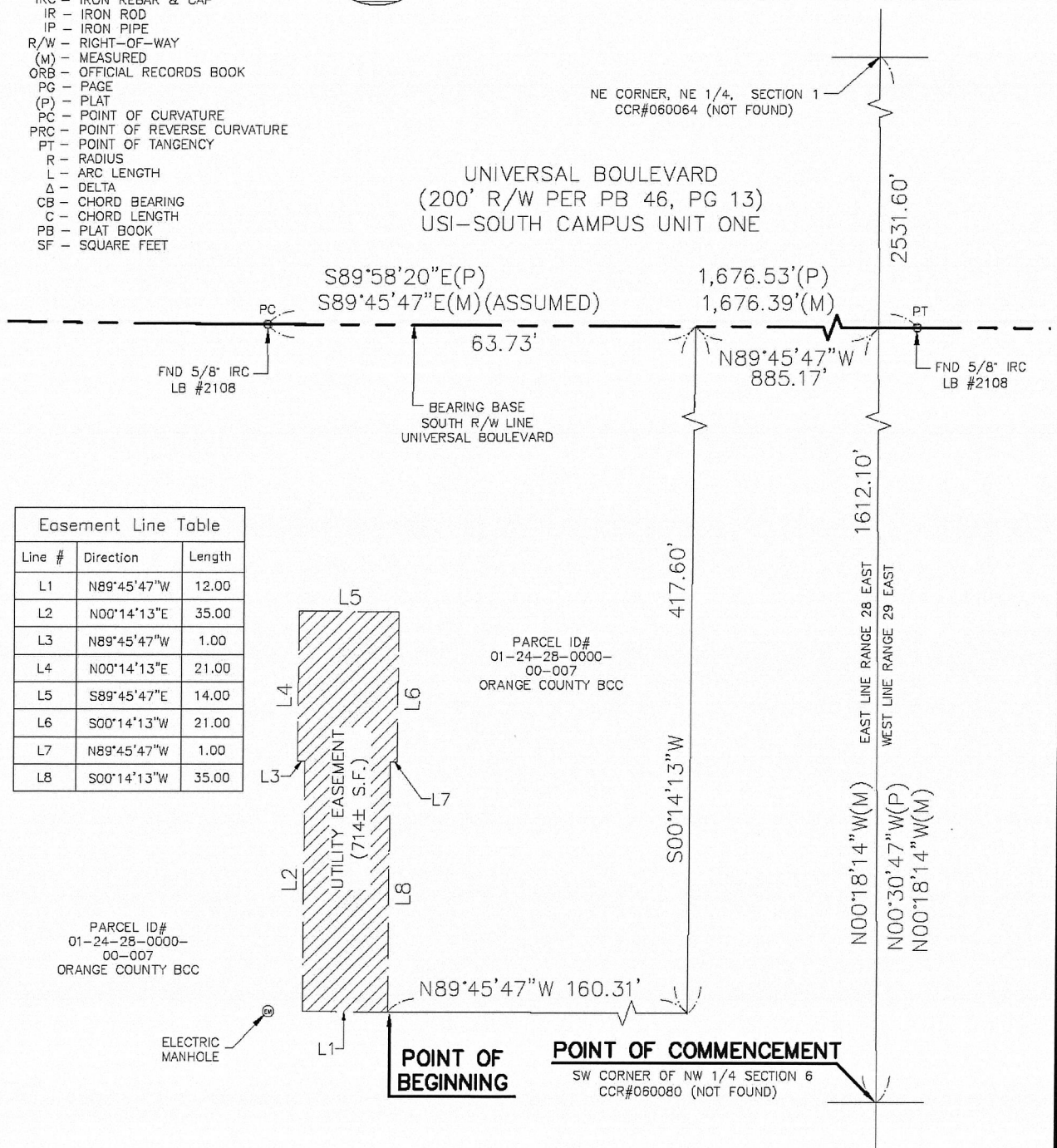


## GRAPHIC SCALE



NE CORNER, NE 1/4, SECTION 1  
 CCR#060064 (NOT FOUND)

UNIVERSAL BOULEVARD  
 (200' R/W PER PB 46, PG 13)  
 USI-SOUTH CAMPUS UNIT ONE



Easement Line Table

Line #	Direction	Length
L1	N89°45'47"W	12.00
L2	N00°14'13"E	35.00
L3	N89°45'47"W	1.00
L4	N00°14'13"E	21.00
L5	S89°45'47"E	14.00
L6	S00°14'13"W	21.00
L7	N89°45'47"W	1.00
L8	S00°14'13"W	35.00

PARCEL ID#  
 01-24-28-0000-  
 00-007  
 ORANGE COUNTY BCC

PARCEL ID#  
 01-24-28-0000-  
 00-007  
 ORANGE COUNTY BCC

POINT OF  
 BEGINNING

POINT OF COMMENCEMENT

SW CORNER OF NW 1/4 SECTION 6  
 CCR#060080 (NOT FOUND)

NOTE: THIS IS NOT A BOUNDARY SURVEY

\*NOT VALID WITHOUT PAGE 1 OF 2

**BFA** Environmental Consultants  
 Barnes, Ferland and Associates, Inc.  
 1230 E. Hillcrest Street, Orlando, FL 32803  
 P: (407) 896-9606 F: (407) 896-1822  
 CERTIFICATE OF AUTHORIZATION: LB7774

SKETCH OF DESCRIPTION  
 A PART OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 28 EAST  
 ORANGE COUNTY, FLORIDA

SHEET  
 2 OF 2