



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: June 3, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager *MTC*
Real Estate Management Division

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

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

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

ACTION REQUESTED: Approval and execution of Utility Easement between Orange County, Florida and T-Mobile South, LLC, and authorization to record instrument.

PROJECT: 4760 Sand Lake Road – T-Mobile Easement
Parcel No.: 801.1

District 6

PURPOSE: For the purpose of installing, constructing and maintaining a fiber optic cable by T-Mobile South.

Interoffice Memorandum
Real Estate Management Division
Agenda Item 5
June 3, 2022
Page 2 of 2

ITEM: Utility Easement
Parcel No.: 801.1
Revenue: None
Size: 6,347 square feet

BUDGET: Account No.: 4420-038-1555-12-6310

FUNDS: \$44.70 Payable to Orange County Comptroller
(for recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utility Engineering Division

REMARKS: Grantor to pay all recording fees

JUN 21 2022

Project: 4760 Sand Lake Road - T-Mobile Easement
Parcel No.: 801.1
A portion of Tax Parcel I.D. Number: 32-23-29-0000-00-003

UTILITY EASEMENT

THIS INDENTURE, made as of the last date signed below, between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose post office address is P. O. Box 1393, Orlando, Florida 32802-1393 (“GRANTOR”), and T-MOBILE SOUTH, LLC, a Delaware limited liability company, whose post office address is 5901 Benjamin Center Drive, Suite 110 A-B, Tampa, Florida 33634 (“GRANTEE”).

WITNESSETH, that GRANTOR, in consideration of the sum of \$10.00 and other good and valuable considerations, paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to GRANTEE and its assigns, a perpetual, non-exclusive easement for the purpose of installing, constructing and maintaining a fiber optic cable and any appurtenances thereto, including installation, repair, replacement and maintenance of same, with full authority to enter upon, excavate, construct, repair, replace and maintain, as the GRANTEE and its assigns may deem necessary, under, upon and above the following described lands situated in Orange County, Florida aforesaid, to wit:

An easement area (the “EASEMENT AREA”) being more particularly described and shown on the accompanying Schedule “A”, Sketch of Description, as prepared by Paul R. Jackson of KCI Technologies, dated September 13, 2021, Job No.: KCI JOB #A2E0520A, consisting of two (2) pages, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever. 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.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said fiber optic cable 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, walkways, 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.

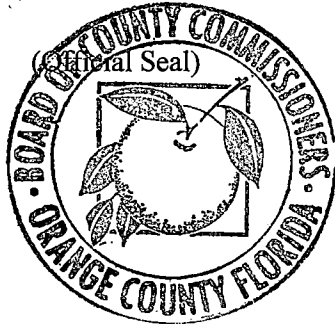
GRANTEE shall exercise its rights and privileges hereunder at its own risk and expense.

THIS EASEMENT is granted subject to all matters of record and without warranty as to the Easement Area's suitability for use as an easement.

The laws of the State of Florida shall govern this utility easement. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this utility 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 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 utility easement, or the breach, enforcement, or interpretation of this utility 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. **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 UTILITY EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.**

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed on the dates provided below.



“GRANTOR”

Orange County, Florida
By: Board of County Commissioners

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

Date: *22 June 2022*

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

By: *Noelia Perez*
for Deputy Clerk

Noelia Perez
Printed Name

Prepared by and return to:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida.
P.O. Box 1393
Orlando, Florida 32802

SCHEDULE "A"
 LEGAL DESCRIPTION
 PARCEL: PARCEL 801
 ESTATE: EASEMENT
 PURPOSE: UTILITY EASEMENT

SECTION 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST
 ORANGE COUNTY, FLORIDA

DESCRIPTION: 10.00' WIDE UTILITY EASEMENT (PREPARED BY SURVEYOR)

BEING A 10.00 FEET WIDE STRIP OF LAND LOCATED IN SECTION 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA AND BEING A PORTION OF PREMISES DESCRIBED IN DEED TO ORANGE COUNTY SOUTH WATER RECLAMATION FACILITY, RECORDED IN OFFICIAL RECORD BOOK 6247, PAGE 2837, ALL REFERENCES HEREIN ARE TO PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID STRIP OF LAND BEING A UTILITY EASEMENT, 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST; THENCE WITH THE WEST LINE OF SAID SECTION, SOUTH 00°12'27" EAST, A DISTANCE OF 149.90 FEET TO THE NORTH LINE OF SAID PREMISES; THENCE, WITH SAID NORTH LINE NORTH 89°33'10" EAST, A DISTANCE OF 60.00 FEET; THENCE, CONTINUE WITH SAID NORTH LINE NORTH 89°27'10" EAST, A DISTANCE OF 151.41 FEET; THENCE, THROUGH SAID PREMISES, SOUTH 00°32'50" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE THROUGH SAID PREMISES AND WITH THE CENTERLINE OF SAID EASEMENT, THE FOLLOWING FIVE (5) COURSES: 1) NORTH 89°27'10" EAST, A DISTANCE OF 208.47 FEET; 2) SOUTH 00°32'50" EAST, A DISTANCE OF 243.14 FEET; 3) SOUTH 69°55'46" WEST, A DISTANCE OF 100.74 FEET; 4) SOUTH 89°49'20" WEST, A DISTANCE OF 55.66 FEET; 5) NORTH 00°32'32" WEST, A DISTANCE OF 26.72 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE. THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED AS NECESSARY TO FORM ONE CONTINUOUS FIGURE.

SAID EASEMENT PARCEL CONTAINING 0.146 ACRES (6,347 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

- 1) THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS IS NOT A BOUNDARY SURVEY.
- 2) BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST (NGS ZONE 901). THE WEST LINE OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST, BEARS SOUTH 00°12'27" EAST.
- 3) ADDITIONS AND/OR DELETIONS TO THIS SKETCH OF DESCRIPTION, BY ANYONE OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 4) PRINTED COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. DIGITAL COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT CONSIDERED VALID WITHOUT THE ELECTRONIC SIGNATURE AS SET FORTH IN ADMINISTRATIVE RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.



Digitally signed
 by Paul R
 Jackson

Date: 2022.05.06
 09:17:23 -04'00'

PAUL R. JACKSON
 FLORIDA PROFESSIONAL
 SURVEYOR & MAPPER NO 8719



KCI TECHNOLOGIES
 LB 6901
 4041 CRESCENT PARK DRIVE
 TAMPA, FL 33578
 PHONE (813) 740-2300
 * FAX (813) 740-0159

KCI JOB #A2E0520A

THIS SKETCH & DESCRIPTION
 WAS PREPARED UNDER MY
 DIRECTION IN ACCORDANCE
 WITH ADMINISTRATIVE RULE
 5J-17 FLORIDA ADMINISTRATIVE
 CODE

SKETCH & DESCRIPTION OF
 UTILITY EASEMENT
 FOR
 T-MOBILE

DATE: MARCH 3, 2022	SCALE: NTS	SHEET: 1 OF 2
------------------------	---------------	------------------

MAY 5/10/22

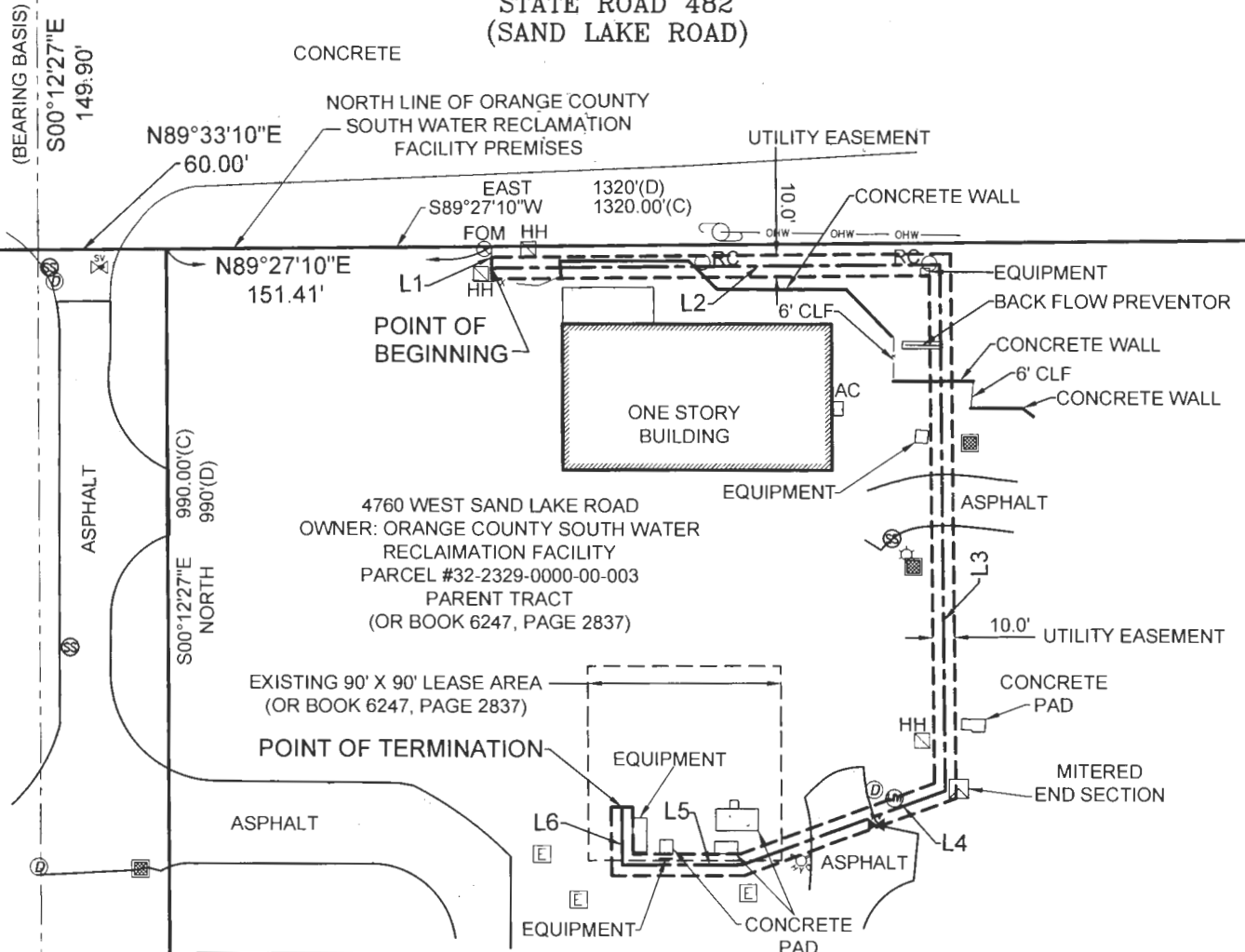
SCHEDULE "A"
 LEGAL DESCRIPTION
 PARCEL: PARCEL 801
 ESTATE: EASEMENT
 PURPOSE: UTILITY EASEMENT

SECTION 32, TOWNSHIP 23 SOUTH, RANGE 29 EAST
 ORANGE COUNTY, FLORIDA

POINT OF COMMENCEMENT
 NORTHWEST CORNER OF SECTION 32,
 TOWNSHIP 23 SOUTH, RANGE 29 EAST

WEST LINE OF SECTION 32, TOWNSHIP
 23 SOUTH, RANGE 29 EAST

STATE ROAD 482
 (SAND LAKE ROAD)

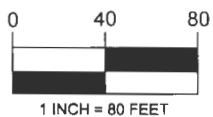


4760 WEST SAND LAKE ROAD
 OWNER: ORANGE COUNTY SOUTH WATER
 RECLAMATION FACILITY
 PARCEL #32-2329-0000-00-003
 PARENT TRACT
 (OR BOOK 6247, PAGE 2837)

EXISTING 90' X 90' LEASE AREA
 (OR BOOK 6247, PAGE 2837)

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S00°32'50"E	10.00'
L2	N89°27'10"E	208.47'
L3	S00°32'50"E	243.14'
L4	S69°55'46"W	100.74'
L5	S89°49'20"W	55.66'
L6	N00°32'32"W	26.72'

- LEGEND**
- AC AIR CONDITIONER UNIT
 - FOM FIBER OPTIC MARKER
 - CLF CHAIN LINK FENCE
 - HH HANDHOLE
 - OR OFFICIAL RECORD
 - RC RECLAIMED MARKER
 - (D) DEED
 - (C) CALCULATED
 - ☀ STREET LIGHT
 - SV SEWER VALVE
 - ∇ VALVE
 - ⊙ STORM MANHOLE
 - ⊕ SANITARY MANHOLE
 - ⊞ GRATE INLET
 - ⌚ UTILITY POLE
 - ⊞ ELECTRIC VAULT
 - ⊞ FIRE HYDRANT
 - ⊞ UNKNOWN MANHOLE
 - OHW — OVERHEAD UTILITY LINE



NOT A FIELD SURVEY

<p>KCI TECHNOLOGIES</p>	<p>KCI TECHNOLOGIES LB 6901 4041 CRESCENT PARK DRIVE TAMPA, FL 33578 PHONE (813) 740-2300 * FAX (813) 740-0159</p>	<p>SKETCH & DESCRIPTION OF UTILITY EASEMENT FOR T-MOBILE</p>	
	<p>DATE: MARCH 3, 2022</p>	<p>SCALE: 1" = 80'</p>	<p>SHEET: 2 OF 2</p>

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: May 9, 2022

Total Amount: \$44,700

Project: 4760 Sand Lake Road

Parcel: 801

Charge to Account # 4420-038-1555-12-6310

Controlling Agency Approval Signature Date

Printed Name: W. S. McCoy Date: 5/17/22

Fiscal Approval Signature Date

Printed Name: WAYNE M. COY

TYPE TRANSACTION (Check appropriate block(s))
Pre-Condensation Post-Condensation

N/A District # 6

- Acquisition at Approved Appraisal
Acquisition at Below Approved Appraisal
Acquisition at Above Approved Appraisal
Advance Payment Requested
X Donation

Name, Address, FEIN No.

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
X Copy of Unexecuted Instrument
Certificate of Value
Settlement Analysis

Payable to: ORANGE COUNTY COMPTROLLER

IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Mary Tiffault, Sr. Title Examiner, Real Estate Management Division Date 5/17/22

Payment Approved Mindy T. Cummings, Manager, Real Estate Management Division Date 6/2/22

or Payment Approved Nemesie Esteves, Assistant Manager - Asset Management Date

Certified Approved by BCC Deputy Clerk to the Board Date JUN 23 2022

Examined/Approved Comptroller/Government Grants Check No. / Date

REMARKS:

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS JUN 21 2022