



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** May 9, 2018

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Jeffrey Sponenburg, Title Program Manager *JS*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** APPROVAL OF UTILITY EASEMENT FROM MDC COAST 5, LLC WITH JOINDER AND CONSENT TO UTILITY EASEMENT BY 7-ELEVEN, INC. TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** 7-Eleven Store #37232 OCU Permit: B15901066 OCU File #: 80726  
  
District 5

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

**ITEM:** Utility Easement  
Cost: Donation  
Size: 150 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Utilities Department

**REMARKS:** Grantor to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUN 05 2018

THIS IS A DONATION

Project: 7-Eleven Store #37232 OCU Permit: B15901066 OCU File #: 80726

**UTILITY EASEMENT**

THIS INDENTURE, Made this 26 day of April, A.D. 2018, between MDC Coast 5, LLC, a Delaware limited liability company, whose address is 11995 El Camino Real, San Diego, California 92130; GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, subject to all matters of record, a non-exclusive right-of-way and easement for utility purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

**SEE ATTACHED EXHIBIT "A"**  
**("Easement Area")**

**Property Appraiser's Parcel Identification Number:**

**a portion of**  
**23-22-31-0000-00-082**  
**("Property")**

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to, as much as reasonably necessary, clear and keep clear all trees, undergrowth and other obstructions, to the extent the same may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on or within the Easement Area that may interfere with the normal operation or maintenance of the utility facilities installed thereon. Notwithstanding the forgoing, any damage to improvements on the Property (including, without limitation, pavement) resulting from GRANTEE'S exercise of its rights under the Easement shall be promptly repaired or replaced at GRANTEE'S sole cost and expense.

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the Easement Area, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the Easement Area described above.

GRANTEE'S exercise of its rights under the easement shall be conducted in conformity with applicable laws and restrictions encumbering the property and GRANTEE will make reasonable efforts to avoid materially interfering with any operations or business being conducted on the property, materially impeding pedestrian or vehicular access to/from the Property, or impairing the visibility or otherwise impacting any freestanding signage situated on the Property.

GRANTOR reserves the right to the full use and enjoyment of the Easement Area subject to the rights herein granted to GRANTEE. GRANTEE acknowledges that GRANTOR may not be in physical possession of the Property during the term of the easement. Future notices under the easement shall be directed only to: Realty Income Corporation, Attn.: Legal Department, 11995 El Camino Real, San Diego, CA 92130.

GRANTEE accepts the Property and Easement Area as is, where is, with all faults. Notwithstanding anything in the easement to the contrary, (a) GRANTOR makes no representations or warranties of any kind, either express or implied, with respect to the property and Easement Area or the condition thereof; and (b) the rights granted by the easement are subject to all matters of record; applicable laws, ordinances, statutes, orders, requirements and regulations to which the property is subject; and any state of facts which a new or updated survey or physical inspection of the property might disclose.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered  
in the presence of:

MDC Coast 5, LLC, a Delaware  
limited liability company

Susan Busch  
Witness

SUSAN BUSCH  
Printed Name

[Signature]  
Witness

Ange Rutherford  
Printed Name

BY: Realty Income Corporation, a Maryland  
corporation, doing business in Florida as  
Realty Income Properties, Inc.,  
as its Sole Member

BY: [Signature]  
Michael R. Pfeiffer, Executive Vice President

Approved As To Form  
Legal Department  
[Signature]  
K. Carson

**ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

STATE OF CALIFORNIA

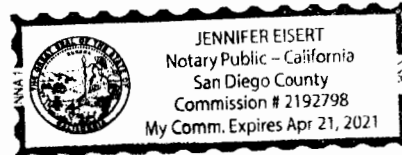
COUNTY OF SAN DIEGO

On April 26, 2018 before me, Jennifer Eisert, Notary Public, personally appeared Michael R. Pfeiffer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary (Notary Seal)



**This instrument prepared by:**

Jeffrey Sponenburg, a staff employee in the course of duty with  
the Real Estate Management Division of Orange County, Florida

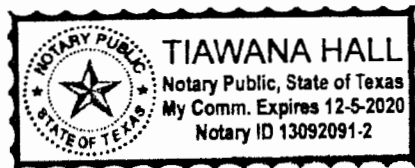
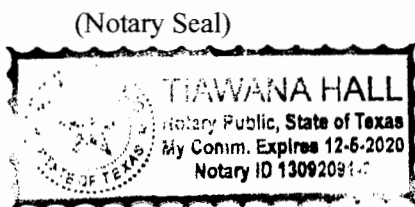
**JOINDER AND CONSENT TO  
UTILITY EASEMENT**

7-Eleven, Inc., a Texas corporation, hereby consents to the terms of this Utility Easement, and further acknowledges and agrees that its leasehold interest in the subject real property owned by MDC Coast 5, LLC, a Delaware limited liability company shall be deemed to be subordinate, inferior and subject to this Utility Easement, notwithstanding that this Utility Easement was created subsequent in time to the Lease Agreement dated December 21, 2016, for which a Memorandum of Lease Agreement dated December 21, 2016, was recorded on December 30, 2016, as Official Records Document No. 20160675099 of the Public Records of Orange County, Florida.

**7-Eleven, Inc.,**  
a Texas corporation

By: [Signature]  
Name: Nathanael Gardner  
Title: Attorney-in-fact

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2018, by Nathanael Gardner as Attorney-in-fact of 7-Eleven, Inc., a Texas corporation, on behalf of the corporation. He/she ☒ is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Signature  
Tiawana Hall  
Printed Notary Name

Notary Public in and for  
the County and State aforesaid

My commission expires: 12/5/2020



W.C. SHERRILL AND COMPANY LLC

P.O. Box 203 • ODESSA • FLORIDA 33556  
PHONE: 813.624.8806

Building Department Permit #B15901066

March 28, 2016

Legal Description: (Permanent Utility Easement)

A tract of land being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 19, "Palm Lake Estates", according to the map or plat thereof as recorded in Plat Book U, Page 71, of the public records of Orange County, Florida; run thence along the West right-of-way line of Bonneville Drive, South  $00^{\circ}10'39''$  East, 734.00 feet to a point of intersection with the North right-of-way line of State Highway 50; thence along said North right-of-way line, South  $89^{\circ}55'14''$  West, 178.00 feet to the Point of Beginning; thence continue along said North right-of-way line, South  $89^{\circ}55'14''$  West, 10.00 feet; thence departing said North right-of-way line, North  $00^{\circ}04'46''$  West, 15.00 feet; thence North  $89^{\circ}55'14''$  East, 10.00 feet; and thence South  $00^{\circ}04'46''$  East, 15.00 feet to the Point of Beginning.

Tract contains 150 square feet, more or less.

Prepared by:

*W.C. Sherrill and Company, LLC*

*P. O. Box 203*

*Odessa, FL 33556*

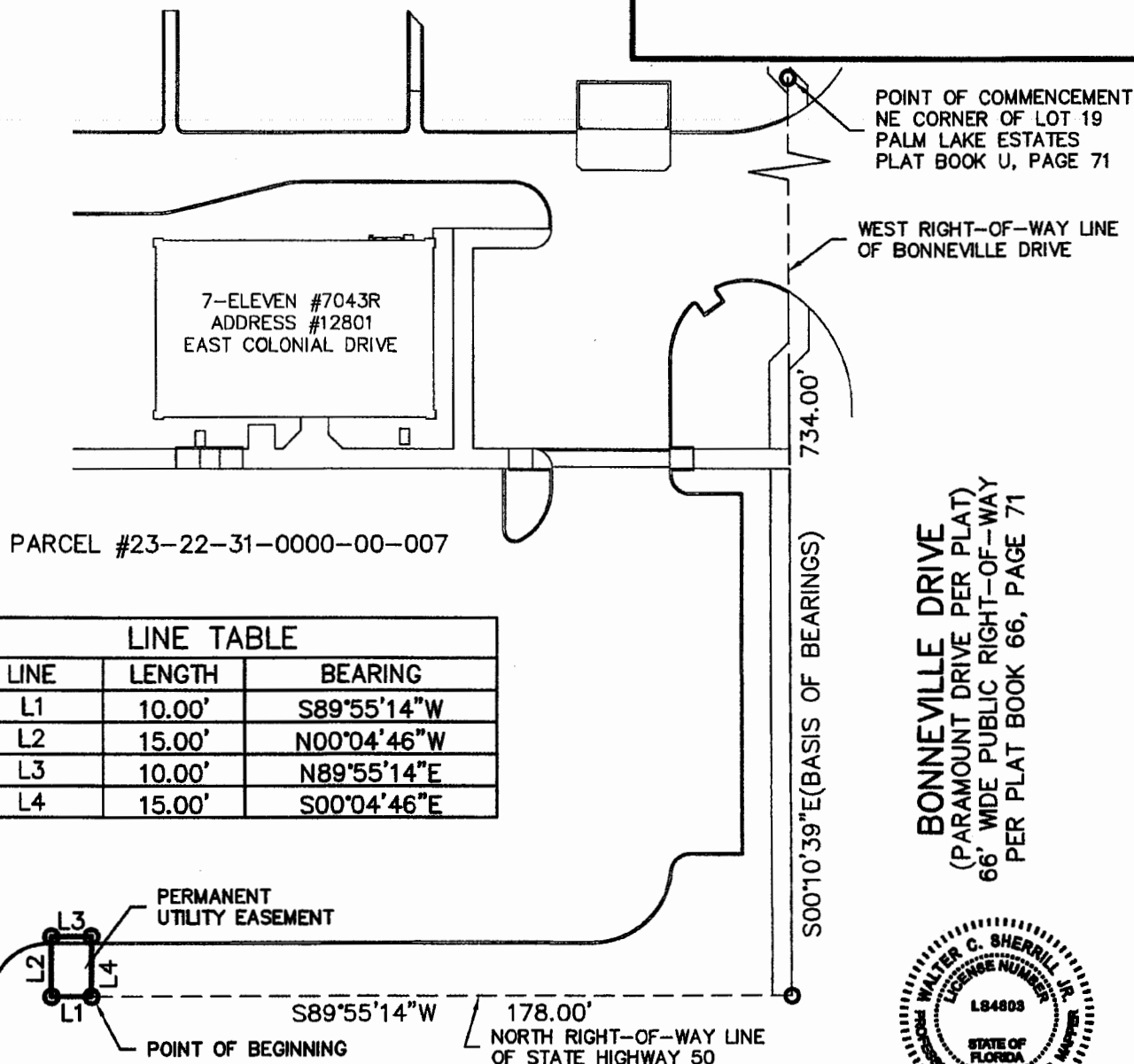
*Ph: 813-345-4270*

*Walter C. Sherrill, Jr., PSM*

SURVEYING • MAPPING • CONSULTING

# SKETCH OF DESCRIPTION (NOT A SURVEY)

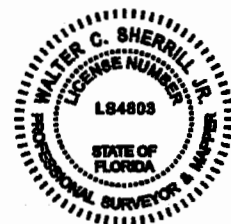
SCALE: 1" = 40'



PARCEL #23-22-31-0000-00-007

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	S89°55'14"W
L2	15.00'	N00°04'46"W
L3	10.00'	N89°55'14"E
L4	15.00'	S00°04'46"E

**BONNEVILLE DRIVE**  
(PARAMOUNT DRIVE PER PLAT)  
66' WIDE PUBLIC RIGHT-OF-WAY  
PER PLAT BOOK 66, PAGE 71



SEE PAGE 1 OF 2  
FOR LEGAL DESCRIPTION

STATE HIGHWAY 50  
(EAST COLONIAL DRIVE)  
200' WIDE PUBLIC RIGHT-OF-WAY

PERMANENT UTILITY EASEMENT  
BUILDING DEPARTMENT PERMIT #B15901066

Date	Description of Work	Party Chief	Drawn by	Checked by
3-25-18	REVISED SKETCH OF DESCRIPTION	---	CAB	WCS
3-10-18	REVISED SKETCH OF DESCRIPTION	---	CAB	WCS
2-10-18	SKETCH OF DESCRIPTION (WATER EASEMENT)	---	CAB	WCS

THIS SKETCH NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

## SURVEYOR'S CERTIFICATE

This certifies that a sketch of description, not a survey of the property described hereon was made under my supervision and that the drawing hereon is a true and accurate representation thereof and meets the standards of practice for surveys set forth in Chapter 5J-17 by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida State Statutes.

Walter C. Sherrill Jr.  
Digitally signed by Walter C. Sherrill Jr., cn=Walter C. Sherrill and Company, LLC, ou=Professional Surveyors & Mappers, c=US  
Date: 2018.03.28 15:14:40-0500

DATE: 3/28/18

WALTER C. SHERRILL, JR., P.S.M. No. 4803

Certified to:

7-ELEVEN, INC.  
ORANGE COUNTY



## W.C. SHERRILL AND COMPANY, LLC

SURVEYING • MAPPING • CONSULTING

P.O. BOX 203 • ODESSA, FLORIDA 33556  
P: 813-345-4270 • WEBSITE: WWW.WCSHERRILL.COM  
State of Florida, Certificate of Authorization LB #7863

Project No.: 565-03 Date: 2-10-18  
Section 23 Township 22 S Range 31 E