



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: August 15, 2019

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

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ for BJ*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

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

ACTION REQUESTED: Approval and execution of Distribution Easement from Orange County to Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument

PROJECT: Moss Park PD Parcel J Park (Duke Energy)

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of electrical facilities by Duke Energy Florida, LLC d/b/a Duke Energy.

ITEM: Distribution Easement
Revenue: None
Size: 14,075 square feet

APPROVALS: Real Estate Management Division
Fire Rescue Department
Capital Projects Division
Parks and Recreation Division

REMARKS:

This blanket easement provides Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for site improvements on a portion of the lands acquired for Fire Station 77 in connection with utility improvements being constructed on the adjacent Moss Park PD Parcel J park site and is intended to be unrecorded. This blanket easement will be replaced with a specific easement as will be shown on a sketch of description to be provided by County within 60 days after the installation of facilities by Grantee. If the sketch of description is not provided by County within 60 days after completion of installation, Grantee may record this easement.

Grantee to pay all recording fees, if any.

Project: Moss Park PD Parcel J Park (Duke Energy)



SEC: 15	TWP: 24	RGE: 31	COUNTY: ORANGE	PROJECT: 28706080
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 11501 Moss Park Road, Orlando, Florida 32832				
TAX PARCEL NUMBER: 15-24-31-2828-01-000				

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 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 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:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE'S** Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

The Northwesterly 40.33 feet of Lot 1 of the Plat of Fire Station No. 77, according to the plat thereof as recorded in Plat Book 68, Page 78, of the Public Records of Orange County, Florida; said 40.33 feet lying parallel to and Southeasterly of said Northwesterly line. Said easement area being 40.33 feet by 349.00 feet and abutting alongside the Northwesterly line of Official Records Book 9407, Page 4771, and its northwesterly extension thereof.

This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by **GRANTOR** within sixty (60) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within sixty (60) days after completion of installation, **GRANTEE** will record this easement.

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.

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.

Project: Moss Park PD Parcel J Park (Duke Energy)

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.

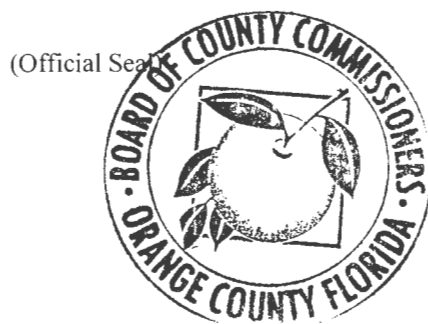
GRANTEE covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is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

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 written below.



Orange County, Florida
By: Board of County Commissioners

BY: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

DATE: 10 Sep 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: E. Price Jackson, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida