



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: July 10, 2020

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

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

FROM: Kim Heim, Senior Title Examiner *KK*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

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

PROJECT: Conserv II – Rib Site 6

District 1

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

ITEMS: Distribution Easement
Revenue: None
Size: 310.73 acres

Distribution Easement
Revenue: None
Size: 451.74 acres

APPROVALS: Real Estate Management Division
Utilities Department

REMARKS:

These blanket easements provide Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for a new Hamlin Water Reclamation Facility and are intended to be unrecorded. These blanket easements will be replaced with specific easements, as will be shown on sketches of description to be provided by County within 60 days after the installation of the facilities by Grantee. If the sketches of description are not provided by County within 60 days after completion of installation, Grantee may record this easement.

The City of Orlando (City) and County each own a 50/50 interest in the parcels. City has agreed to donate City's portion for the temporary easements.

Grantee to pay all recording fees, if any.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS



JUL 28 2020

SEC: 09	TWP: 23	RGE: 27	COUNTY: ORANGE	PROJECT: 36609220
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 4117 Mann Rd., Winter Garden, FL 34787				
TAX PARCEL NUMBER: 09-23-27-0000-00-005				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (**GRANTORS** 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:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

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 **GRANTORS** 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.

GRANTORS 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 **GRANTORS** 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.

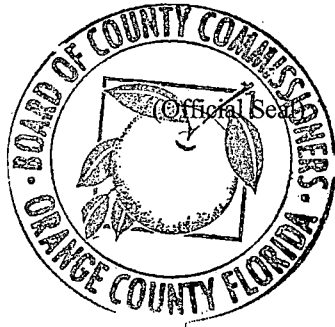
GRANTEE shall defend, indemnify and hold harmless **GRANTORS**, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including reasonable attorney's fees prior to and upon appeal) of any kind or nature whatsoever 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.

GRANTORS 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 **GRANTORS** has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year written below.

Project: Conserv II – Rib Site 6



GRANTOR

Orange County, Florida
By: Board of County Commissioners

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

DATE: *29 July 2020*

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

BY: *Noelia Perez*
for Deputy Clerk

Noelia Perez
Printed Name

Witnesses:

Diana Perez
As to City of Orlando

DIANA PEREZ
Printed Name

Alina Rivera
As to City of Orlando

Alina Rivera - campo
Printed Name

GRANTOR:

City of Orlando

BY: [Signature]
Mayer/Mayor Pro Tem

ATTEST:

[Signature]
Denise Aldridge, City Clerk
Stephanie Herdovia

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

[Signature] 9/11, 2020
City Attorney, Orlando, Florida
Ray Payne
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of SEPTEMBER, 2020, by ROBERT F. STUART, as ~~Mayor~~ Mayor Pro Tem, and Denise Aldridge, as City Clerk, of City of Orlando, a Florida municipal corporation, who are personally known to me or produced STEPHANIE HERDOVIA as identification.

(Notary Seal)



[Signature]
Notary Signature

DIANA PEREZ
Printed Notary Name

Notary Public in and for the county and state aforesaid
My commission expires: 2.11.2023

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

S:\Forms & Master Docs\Project Document Files\1_Misc.Documents\C\ Conserv II – Rib Site 6 BCC blanket eas 6.16.20kh

City Council Meeting: 9-8-2020
Item: B-15 Document # 200908315

EXHIBIT "A"

That portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 9, Township 23 South, Range 27 East, of Orange County, Florida lying Northwesterly of S.R. 429.

and

That portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, of Section 16, Township 23 South, Range 27 East, of Orange County, Florida lying Northwesterly of S.R. 429.

and

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$, of Section 17, Township 23 South, Range 27 East, of Orange County, Florida, together with that portion of the NE $\frac{1}{4}$ of said Section 17, Township 23 South, Range 27 East lying Northwesterly of S.R. 429, less those portions of land conveyed by O.R. Book 10481, Page 1519, of the Public Records of Orange County Florida.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUL 28 2020



SEC: 09	TWP: 23	RGE: 27	COUNTY: ORANGE	PROJECT: 36609220
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
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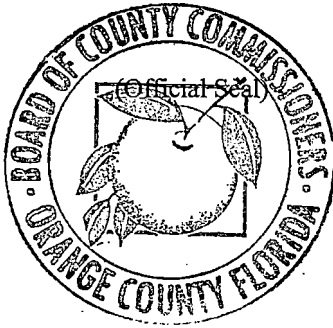
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Project: Conserv II – Rib Site 6



GRANTOR

Orange County, Florida
By: Board of County Commissioners

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

DATE: *29 July 2020*

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

BY: *Neelja Perer*
for Deputy Clerk

Neelja Perer
Printed Name

Witnesses:

Diana Perez
As to City of Orlando

DIANA PEREZ
Printed Name

Alina Rivera
As to City of Orlando

Alina Rivera-campo
Printed Name

GRANTOR:

City of Orlando

BY: [Signature]
Mayor/Mayor Pro Tem

ATTEST: [Signature]
Denise Aldridge, City Clerk
Stephanie Herdovicia

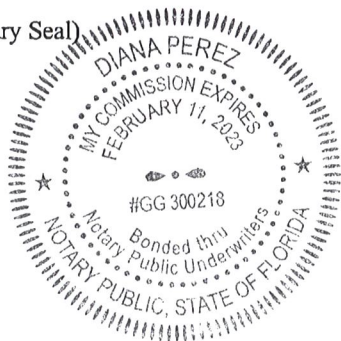
APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

[Signature] 9/11, 2020
City Attorney, Orlando, Florida
[Signature]
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of SEPTEMBER, 2020, by ROBERT F. STUART, as ~~Mayor/Mayor Pro Tem~~, and Denise Aldridge, as City Clerk, of City of Orlando, a Florida municipal corporation, who are personally known to me or produced STEPHANIE HERDOVICIA as identification.

(Notary Seal)



[Signature]
Notary Signature

DIANA PEREZ
Printed Notary Name

Notary Public in and for the county and state aforesaid
My commission expires: 2.11.2023

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

S:\Forms & Master Docs\Project Document Files\1_Misc.Documents\C\ Conserv II – Rib Site 6 BCC blanket eas 6.16.20kh

EXHIBIT "A"

That portion of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$, of Section 9, Township 23 South, Range 27 East, of, Orange County, Florida lying Southeasterly of S.R. 429.

and

That portion of the NW $\frac{1}{4}$, of Section 16, Township 23 South, Range 27 East, of Orange County, Florida, lying Southeasterly of S.R. 429 and lying North of Hamlin Groves Trail and lying North of those lands described in O.R. Book 10481, Page 1519, of the Public Records of Orange County Florida.