Interoffice Memorandum



REAL ESTATE MANAGEMENT ITEM 13

DATE:

August 17, 2022

TO:

Mayor Jerry L. Demings

-AND-

County Commissioners

THROUGH:

Mindy T. Cummings, Manager

Real Estate Management Division

M+C/LM

FROM:

Elizabeth Price Jackson, Senior Title Examiner

Real Estate Management Division

EPJ/LM

CONTACT PERSON:

Mindy T. Cummings, Manager

DIVISION:

Real Estate Management Division

Phone: (407) 836-7090

ACTION REQUESTED:

Approval and execution of Subordination of Utility Interests by and between the State of Florida Department of Transportation, Smart City

Telecommunications LLC, and Orange County; Subordination of Utility Interests by and between the State of Florida Department of Transportation, Spectrum Sunshine State, LLC f/k/a Bright House Networks, LLC, and Orange County, and authorization to record

instruments.

PROJECT:

FDOT – S.R. 400 (I-4) E of CR 522 (Osceola Parkway) to W of WR

528 (F.P. # 242484 8)

District 1

PURPOSE:

To subordinate certain utility interests as necessary for road

improvements required by Florida Department of Transportation

(FDOT).

Interoffice Memorandum Real Estate Management Division Agenda Item 13 August 17, 2022 Page 2 of 2

ITEMS:

Subordination of Utility Interests

(FDOT Document 122.3)

Subordination of Utility Interests

(FDOT Document 122.5)

APPROVALS:

Real Estate Management Division

County Attorney's Office Public Works Department

REMARKS:

This action subordinates utility interests within an area needed for SR 400 (I-4) East of CR 522 (Osceola Parkway) to West of SR 428 to FDOT. Orange County is executing these instruments as a third-party interest, at the request of FDOT, under the terms of the Off System Project Agreement between FDOT and the County approved by the Board on

April 23, 2019.

FDOT to pay recording fees and record instrument.

APPROVED BY ORANGE COUNTY BOARD Rec Fee: \$61.00 OF COUNTY COMMISSIONERS Deed Doc Tax: \$0.00 AUG 3 0 2022

DOC # 20220585684 09/22/2022 13:40 PM Page 1 of 7

Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL Ret To: SIMPLIFILE LC

23-BTHS-08/17 September 21, 2021 This instrument prepared by Marika Tremblay Under the direction of FREDRICK W. LOOSE, ATTORNEY Department of Transportation 719 South Woodland Boulevard DeLand, Florida 32720-6834

PARCEL NO.

122.3

SECTION

75280

F.P. NO.

242484-8

STATE ROAD 400

COUNTY

ORANGE

Please Return To:

FL Department of Transportation

719 S. Woodland Blvd.

R/W Records Mgmt., MS 1-551

DeLand, FL 32720-6834

Attn: J. Denby

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., SMART CITY TELECOMMUNICATIONS LLC, a Delaware limited liability company, as successor in interest to Vista-United Telecommunications, hereinafter called Utility, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, hereinafter called Local Government;

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the F.D.O.T. and the Local Government; and

WHEREAS, the F.D.O.T. is willing to pay for the cost of any utility work necessary to prevent conflict between the Utility facilities and the road facilities for the project identified as FP 242484-8 and the Local Government is willing to do the same for any future Local Government project;

	NOW, THEREFORE, in consideration of the mutual covenants and promises of t	he parties
hereto	, Utility and F.D.O.T. agree as follows:	-

Utility hereby subordinates to the interest of F.D.O.T. and the Local Government, their successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 122 PART A RIGHT OF WAY **SECTION 75280** FP NO. 242484-8

That part of:

"Lot 4, Marriott Village at Little Lake Bryan, according to the plat thereof as recorded in plat Book 45, Pages 107 through 110, Public Records of Orange County, Florida"

(Being a portion of lands described in Official Records Book 10895, Page 9268 of the Public Records of Orange County, Florida.)

Being described as follows:

Commence at a found 6"x6" concrete monument, no identification, marking the South 1/4 corner of Section 22, Township 24 South, Range 28 East, Orange County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400 (Interstate Highway No. 4), Section 75280, Financial Project Number 242484-8; thence North 88°34'01" West along the North line of the Northwest 1/4 of Section 27, Township 24 South, Range 28 East, a distance of 310.50 feet to the existing Westerly Right of Way line of Vineland Avenue per LITTLE LAKE BRYAN PHASE 1, as recorded in Plat Book 34, Page 92 of the Public Records of Orange County, Florida, as shown on said Right of Way Map, said point being on a curve concave to the North and having a radius of 776.00 feet; thence from a tangent bearing of South 02°18'32" West, run Southwesterly along said existing Westerly Right of Way line and the arc of said curve, through a central angle of 65°04'47", an arc distance of 881.43 feet to the Point of Beginning; thence continue along said existing Westerly Right of Way line along a curve concave to the North and having a radius of 776.00 feet; thence run Southwesterly along said existing Westerly Right of Way line and the arc of said curve through a central angle of 12°42'17", an arc distance of 172.07 feet to the end of said curve; thence South 80°48'51" West along said existing Westerly Right of Way line, a distance of 73.91 feet to a point on the West line of Lot 4, MARRIOTT VILLAGE AT LITTLE LAKE BRYAN as recorded in Plat Book 45, Page 107 of the Public Records of Orange County, Florida; thence North 10°12'53" West along said West line, a distance of 1.88 feet; thence North 73°48'30" East, a distance of 167.65 feet; thence North 43°17'18" East, a distance of 82.76 feet; thence South 22°36'36" East, a distance of 53.04 feet to the Point of Beginning.

Containing 4,456 square feet, more or less

AND

PAGE 3

PARCEL NO. 122 PART B RIGHT OF WAY **SECTION 75280** FP NO. 242484-8

That part of:

"Lot 4, Marriott Village at Little Lake Bryan, according to the plat thereof as recorded in plat Book 45, Pages 107 through 110, Public Records of Orange County, Florida"

(Being a portion of lands described in Official Records Book 10895, Page 9268 of the Public Records of Orange County, Florida.)

Being described as follows:

Commence at a found 6"x6" concrete monument, no identification, marking the South 1/4 corner of Section 22. Township 24 South, Range 28 East, Orange County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400 (Interstate Highway No. 4), Section 75280, Financial Project Number 242484-8; thence North 88°34'01" West along the North line of the Northwest 1/4 of Section 27, Township 24 South, Range 28 East, a distance of 310.50 feet to the existing Westerly Right of Way line of Vineland Avenue per LITTLE LAKE BRYAN PHASE 1, as recorded in Plat Book 34, Page 92 of the Public Records of Orange County, Florida, as shown on said Right of Way Map, said point being on a curve concave to the North and having a radius of 776.00 feet; thence from a tangent bearing of South 02°18'32" West, run Southwesterly along said existing Westerly Right of Way line and the arc of said curve, through a central angle of 50°11'03", an arc distance of 679.68 feet to the Point of Beginning; thence continue along said existing Westerly Right of Way line along a curve concave to the North and having a radius of 776.00 feet; thence run Southwesterly along said existing Westerly Right of Way line and the arc of said curve, through a central angle of 00°44'18", an arc distance of 10.00 feet; thence North 36°45'18" West, a distance of 16.68 feet; thence North 53°14'42" East, a distance of 10.00 feet; thence South 36°45'18" East, a distance of 16.61 feet to the Point of Beginning.

Containing 167 square feet, more or less

RECORDED

Non-Exclusive Utility Easement Agreement recorded in ORB 4945, Page 813, Assignment of and Amendment to Non-Exclusive Utility Easement Agreements, recorded in ORB 6206, Page 4851; and Assignment of and Amendment to Non-Exclusive Utility Easement Agreements in ORB 6206, Page 4855, now held by Smart City Telecommunications, LLC, a Delaware limited liability company as successor in interest to Vista-United Telecommunications;

PAGE 4

PROVIDED that the Utility has the following rights:

- 1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Local Government's current minimum standards for such facilities. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Local Government. Should the Local Government fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the Local Government hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements; provided that FDOT will pay such costs for the project identified as FP 242484-8. As between Local Government and the FDOT, the costs of said project shall be shared as may be set forth in other documents between them.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
- 3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Local Government's facilities.
- 4. The Utility agrees to repair any damage to the Local Government's facilities and to indemnify the Local Government against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

PAGE 4

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Smart City
Telecommunications LLC
a Delaware limited liability company

By: Smart City Finance, LLC, a Delaware limited liability company

Signed, sealed and delivered in the presence of: Two witnesses Martin A. Rubin required by Florida Law,

Its: President/CEO

Serial No., if any:

Auncher Malanky
SIGNATURE LINE
PRINT/TYPE NAME: Andrea Malankey

delivery
SIGNATURE LINE
PRINT TYPE NAME: Malankey

ADDRESS OF UTILITY: 3100 Bonnet Creak Road (overnight

only) P.O. Box 22555 (mailing) Lake Buena Vista, Florida 32830-2555

COUNTY OF Orange

LAWRENCE TOWNLEY
Notary Public - State of Florida
Commission # HH 126844
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

PRINT/TYPE NAME: Cawrence Towner Notary Public in and for the County/and State last aforesaid My Commission Expires: 3-70-2027

IN WITNESS WHEREOF, the E.D.O.T. hereto has executed this agreement on the day and

year first above written.	iereto nas executed tins agreement on the day and
Signed, sealed and delivered in the presence of witnesses: Shan a. Lah SIGNATURE LINE PRINT/TYPE NAME: Sharon a. Liehr SIGNATURE LINE PRINT/TYPE NAME: TALLY GYOSER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: C JACK ADKIMS District Director Of Transportation Development for District Five 719 S. Woodland Blvd. DeLand, Florida 32720
STATE OF FLORIDA	By: Office of the General Counsel
COUNTY OF VOLUSIA	
notarization, this 19th day of September	ct Five, who is personally known to me or who has produce
SHARON A LIEHR Notary Public - State of Florida Commission # HH 178624 My Comm. Expires Sep 23, 2025 Bonded through National Notary Assn.	PRINT/TYPE NAME: Sharon a. Liehr Notary Public in and for the County and State last aforesaid. My Commission Expires: Sep 23, 2025 Serial No., if any: HH 178 624

PARCEL NO.

122.3

SECTION

75280

F.P. NO.

242484-8

PAGE 7

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



ORANGE COUNTY, FLORIDA By: Board of County Commissioners

Jerry L. Demings Orange County Mayor

Address:

P. O. Box 1393

Orlando, FL 32802-1393

ATTEST:

Phil Diamond, CPA

County Comptroller

As Clerk of the Board of County Commissioners

BY:

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 3 0 2022

23-BTHS-08/17
September 21, 2021
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

DOC # 20220585685

09/22/2022 13:40 PM Page 1 of 7 Rec Fee: \$61.00

Deed Doc Tax: \$0.00 Mortgage Doc Tax: \$0.00 Intangible Tax: \$0.00 Phil Diamond, Comptroller Orange County, FL

Ret To: SIMPLIFILE LC

PARCEL NO.

122.5

SECTION

75280

F.P. NO.

242484-8

STATE ROAD

400

COUNTY

ORANGE

Please Return To:

FL Department of Transportation

719 S. Woodland Blvd.

R/W Records Mgmt., MS 1-551

DeLand, FL 32720-6834

Attn: J. Denby

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this day of day

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the F.D.O.T. and the Local Government; and

WHEREAS, the F.D.O.T. is willing to pay for the cost of any utility work necessary to prevent conflict between the Utility facilities and the road facilities for the project identified as FP 242484-8 and the Local Government is willing to do the same for any future Local Government project;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and F.D.O.T. agree as follows:

Utility hereby subordinates to the interest of F.D.O.T. and the Local Government, their successors, or assigns, any and all of its interest in the lands as follows, viz:

PARCEL NO. 122 PART A RIGHT OF WAY

SECTION 75280 FP NO. 242484-8

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(Being a portion of lands described in Official Records Book 10895, Page 9268 of the Public Records of Orange County, Florida.)

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Containing 4,456 square feet, more or less

AND

PARCEL NO. 122 PART B RIGHT OF WAY **SECTION 75280 FP NO. 242484-8**

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Containing 167 square feet, more or less

RECORDED

Non-Exclusive Utility Easement Agreement recorded in ORB 5001, Page 3075, in favor of Spectrum Sunshine State, LLC, a Delaware limited liability company, f/k/a Bright House Networks, LLC, successor in interest to Time Warner Entertainment-Advance/Newhouse Partnership, through it's Florida Division, d/b/a Time Warner Cable;

PROVIDED that the Utility has the following rights:

- 1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Local Government's current minimum standards for such facilities. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Local Government. Should the Local Government fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the Local Government hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements; provided that FDOT will pay such costs for the project identified as FP 242484-8. As between Local Government and the FDOT, the costs of said project shall be shared as may be set forth in other documents between them.
- 2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
- 3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Local Government's facilities.
- 4. The Utility agrees to repair any damage to the Local Government's facilities and to indemnify the Local Government against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written. Signed, sealed and delivered in the presence of witnesses: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: SIGNATURE LINE C. JACK ADKINS PRINT/TYPE NAME: District Director Of **Transportation Development** for District Five 719 S. Woodland Blvd. DeLand, Florida 32720 PRINT/TYPE NAME of the General Counsel STATE OF FLORIDA **COUNTY OF VOLUSIA** District Director of Transportation Development for District Five, who is personally known to me or who has produced as identification. PRINT/TYPE NAME: Notary Public in and for the SHARON A LIEHR

Notary Public - State of Florida Commission ≠ HF 178624 My Comm. Expires Sep 23, 2025

onced through National Notary Assn

County and State last aforesaid.

My Commission Expires: Sep 23 2025

Serial No., if any: HH 178624

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

day and your mot above million	
ATTEST:	SPECTRUM SUNSHINE STATE, LLC a Delaware limited liability company
ItsSecretary	11. 21
Signed, sealed and delivered in	By: Mul & Chienpage
the presence of: Two witnesses	BUILDING MILLS IN ALL
or Corporate Seal required by Florida Law	Print Name <u>Michel L. Champagne</u> Title: Bright House Networks, LLC Vice President
~~~	
A TOUX	3767 All American Blvd.
SIGNATURE LINE	Orlando, FL 32810
PRINT/TYPE NAME: William Thompson	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
1.1	
Andth	
SIGNATURELINE PRINT/TYPE NAME: Andrew Hugoz	
THAT I LIVING. THOUSE	
STATE OF Florida	
COUNTY OF Mange	
The foregoing instrument was acknowled	dged before means of physical presence or online
notarization, this 11th day of January, 20	lged before me by means of   physical presence or   online  online  as Vice President of  limited liability company, on behalf of said limited liability company,
SPECTRUM SUMSHINE STATE LLC, a Defaware who is personally known to me or who has produc	limited liability company, on behalf of said limited liability company,
who is personally known to me or who has produc	edas identification.
·····	un Chedoth A Conon
Notary Public State of Florid Judith A Corron	The state of the s
My Commission GG 30554 Expires 05/28/2023	4 Motary Public in and for the County and State last aforesaid.
£ 100 LAPING 30/20/20/20	My Commission Expires:
	Serial No., if any:

PARCEL NO.

122.5

SECTION

75280

F.P. NO.

242484-8

PAGE 7

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



ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY:

Jerry L. Demings
Orange County Mayor

DATE:

Address:

P. O. Box 1393

Orlando, FL 32802-1393

ATTEST:

Phil Diamond, CPA

County Comptroller

As Clerk of the Board of County Commissioners

BY:

Deputy Clerk

Jessica Vaupel

**Printed Name**