



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** January 5, 2017

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

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

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

**CONTACT PERSON:** **Ann Caswell, Manager**

**DIVISION:** **Real Estate Management**  
**Phone: (407) 836-7082**

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF NON-EXCLUSIVE EASEMENT BETWEEN ORANGE COUNTY AND BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTHEAST AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Sea Splash Way – AT&T Easement  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of communication facilities to the Orangewood Water Supply Facility.

**ITEM:** Non-Exclusive Easement  
Revenue: None  
Size: 2,198 square feet

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

**REMARKS:**

This easement provides BellSouth Telecommunications, LLC d/b/a AT&T Southeast (Grantee) the right to install and maintain communication facilities and related items across County-owned land to provide service to the Orangewood Water Supply Facility. The land affected by the easement is owned by the Convention Center and was purchased for a remote parking facility. There are no Convention Center improvements on the property and there is no impact to their operations created by this easement.

Grantee to pay all recording fees.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**

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APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
COUNTY OF ORANGE

JAN 24 2017

Preparer's name and address:

BellSouth Telecommunications, LLC  
C/O J. Lewer/REST  
380 S. Courtenay Pkwy.  
Merritt Island, FL 32952

Grantee's Name and Address

BellSouth Telecommunications, LLC  
450 N. Goldenrod Rd.  
Orlando, FL 32807

Property Appaiser's Parcel ID No.:  
a portion of 07-24-29-3847-00-010

### NON-EXCLUSIVE EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Orange County, a charter county and political subdivision of the State of Florida, the undersigned owner of the premises described below ("Grantor"), does hereby grant to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast, and its parent and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, successors, and assigns ("Grantee"), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities and related items as the Grantee may, from time to time, deem necessary in the conduct of its business upon, along, and under a portion of the lands described in Official Records Book 4636, Page 1179, Orange County, Florida, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

A portion of that tract or parcel of land lying in Section 07, Township 24 South, Range 29 East, Orange County, State of Florida, legally described in the attached **Exhibit "A"** ("Easement Area")

Grantee shall make all commercially reasonable efforts to undertake all work in the Easement Area in a safe and prudent manner. Grantee shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the Grantor. Further, Grantee shall comply with all applicable federal, state, and county laws, regulations and ordinances, and such permits that Grantee requires, with respect to the construction, operation, maintenance, addition and/or removal of its systems of communications, facilities and related items in the Easement Area.

Grantee shall be solely responsible for the construction, operation, maintenance, addition and/or removal of its systems of communications, facilities and related items in the Easement Area, which shall be at Grantee's sole expense.

The following rights are also granted: ingress to and egress from Easement Area at all times; the right, but not the obligation, to clear the Easement Area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Easement Area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

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Grantee accepts the Easement Area “as is” and with all faults. Grantee agrees that it assumes all risk for any damage or injury to any of its systems of communications, facilities, and related items in the Easement Area, however caused.

Grantee shall exercise all rights, privileges, and obligations hereunder at its own risk and expense. Throughout the term of this easement, Grantee shall provide and maintain, and shall require its contractors (if any) to provide and maintain, such general liability, automobile liability, and workers' compensation insurance or self-insurance as required as may be necessary to protect Grantee and Grantor from losses which may arise out of or be related in any way to this easement. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Grantor. Upon request of Grantor, Grantee shall promptly furnish evidence of such insurance or self-insurance to Grantor. Grantor shall be listed as an additional insured on all general liability policies or programs of self-insurance.

Grantor retains the right to use, access and enjoy and to permit others to use, access and enjoy the Easement Area for any purpose whatsoever that will not unreasonably interfere with Grantee's rights provided herein.

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, fines, costs and expenses (including attorney's fees prior to and upon appeal) of any kind or nature whatsoever related to this easement to the extent arising out of or to the extent caused by any act or omission of 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”), including without limitation, all liability, actions and causes of action of any kind and nature arising or growing out of or in any way related to: (i) the use and enjoyment by Grantee, or 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 acts or omissions 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 related to 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 systems of communications, facilities and related items; and (v) Grantee's or Grantee's Permittees' construction activities upon, over or under the Easement Area. The terms of this indemnification shall survive any termination of this easement.

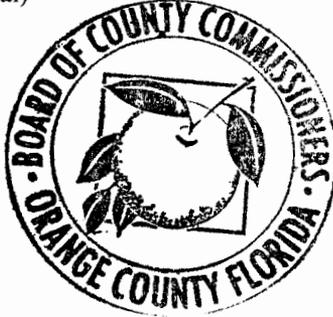
To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, successors, and assigns.

(Remainder of page intentionally left blank)

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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 as written below.

(Official Seal)



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *Teresa Jacobs*  
Teresa Jacobs,  
Orange County Mayor

DATE: 1.24.17

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

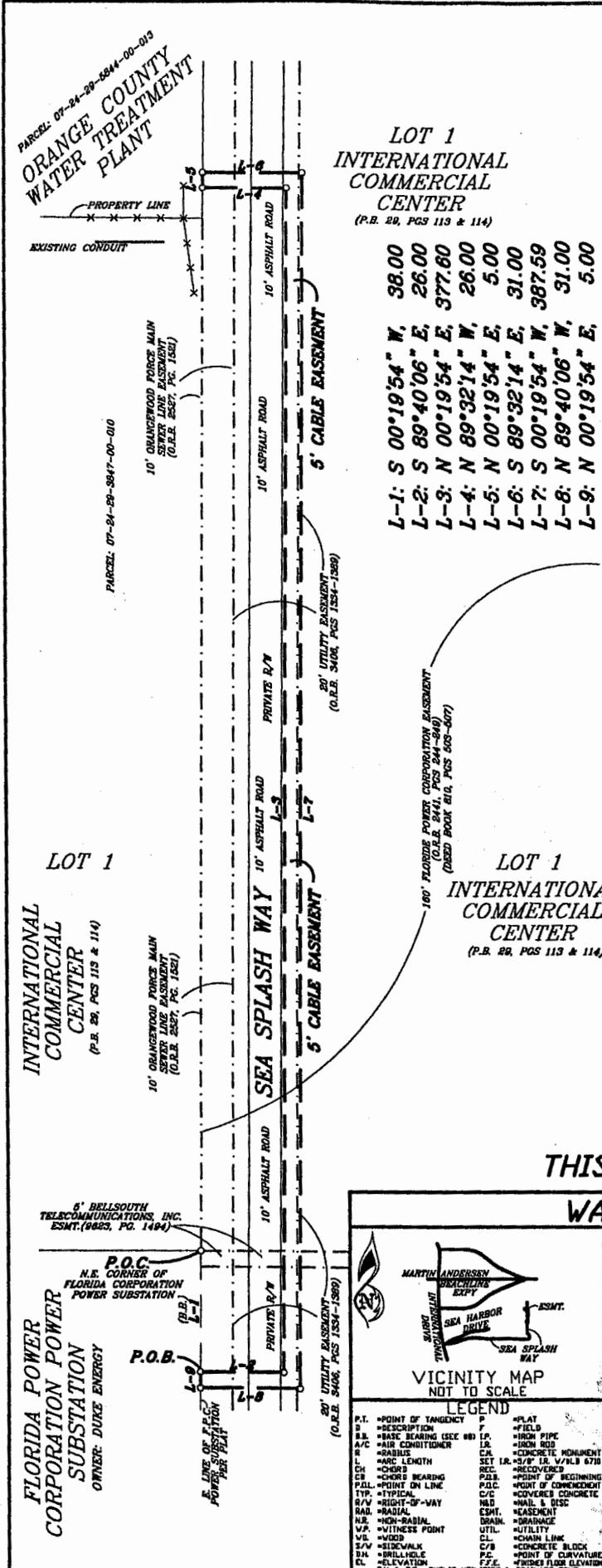
BY: *Katie Smith*  
Deputy Clerk  
**Katie Smith**

Printed Name

TO BE COMPLETED BY GRANTEE

District	RC	Wire Center/NXX	Authority
Drawing	Area Number	Mat Number	RWID
Parcel ID	approval	mic	

Exhibit "A"



**LOT 1**  
**INTERNATIONAL**  
**COMMERCIAL**  
**CENTER**  
 (P.B. 29, PGS 113 & 114)

- L-1: S 00°19'54" W, 38.00
- L-2: S 89°40'06" E, 26.00
- L-3: N 00°19'54" E, 377.60
- L-4: N 89°32'14" W, 26.00
- L-5: N 00°19'54" E, 5.00
- L-6: S 89°32'14" E, 31.00
- L-7: S 00°19'54" W, 387.59
- L-8: N 89°40'06" W, 31.00
- L-9: N 00°19'54" E, 5.00

SKETCH & DESCRIPTION FOR and/or CERTIFIED TO:  
 AT&T & ORANGE COUNTY UTILITIES  
 PARCEL ID No: 07-24-29-3847-00-010  
 SITE LOCATION: SEA SPLASH WAY, SEA HARBOR  
 DRIVE & INTERNATIONAL DRIVE  
 LYING IN SECTION 7, TOWNSHIP 24 SOUTH, RANGE 29  
 EAST, ORANGE COUNTY, FLORIDA.

DESCRIPTION AS FOLLOWS:  
 A 5 FOOT AT&T EASEMENT LYING IN LOT 1, INTERNATIONAL COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 29, PAGES 113 & 114, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE NORTHEAST CORNER OF FLORIDA CORPORATION POWER SUBSTATION, AS SHOWN IN SAID PLAT, AND THENCE RUN S 00°19'54" W, DISTANCE OF 38.00 FEET ALONG EAST LINE OF SAID FLORIDA CORPORATION POWER SUBSTATION LINE TO THE POINT OF BEGINNING. THENCE RUN S 89°40'06" E, A DISTANCE OF 26.00 FEET. THENCE RUN N 00°19'54" E, A DISTANCE OF 377.60 FEET. THENCE RUN N 89°32'14" W, A DISTANCE OF 26.00 FEET. THENCE RUN N 00°19'54" E, A DISTANCE OF 5.00 FEET. THENCE RUN S 89°32'14" E, A DISTANCE OF 31.00 FEET. THENCE RUN S 00°19'54" W, A DISTANCE OF 387.59 FEET. THENCE RUN N 89°40'06" W, A DISTANCE OF 31.00 FEET. THENCE RUN N 00°19'54" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

2198± Sq. Ft AND 0.050± ACRES, MORE OR LESS.

**THIS IS NOT A SURVEY**

**WALKER LAND SURVEYING, INC.**

VICINITY MAP  
NOT TO SCALE

THE UNDERSIGNED HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472-025, FLORIDA STATUTES.

UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL, THIS SKETCH AND DESCRIPTION IS NOT VALID. THERE MAY BE OTHER RESTRICTIONS OR EASEMENTS THAT AFFECT THIS PROPERTY.

NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. THIS SKETCH AND DESCRIPTION IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY.

DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.

ELEVATIONS, IF SHOWN, ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, UNLESS OTHERWISE NOTED.

BEARINGS BASED ON THE EAST LOT LINE OF POWER SUBSTATION SAID BEARING BEING S 00°19'54" W

BEARING AND DISTANCES ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.

ALL MEASUREMENTS SHOWN ARE BASED ON THE STANDARD U.S. SURVEY FOOT.

ADDITIONS OR DELETIONS TO THIS SURVEY IS PROHIBITED WITHOUT CONSENT FROM SIGNING SURVEYOR.

**LEGEND**

P.L. = POINT OF TANGENCY	P. = PLAT
B. = BEARING	F. = FIELD
A.C. = AIR CONDITIONER	I.P. = IRON PIPE
R. = RADIUS	H.N. = IRON NAIL
L. = ARC LENGTH	C.M. = CONCRETE MONUMENT
CH. = CHORD	REC. = RECOVERED
CB. = CHORD BEARING	P.O.B. = POINT OF BEGINNING
P.O.L. = POINT ON LINE	P.O.C. = POINT OF COMMENCEMENT
TY. = TYPICAL	C.C. = CONCRETE CURB
R/W. = RIGHT-OF-WAY	N.D. = NAIL & DISC
RA. = RADIAL	ESMT. = EASEMENT
N.R. = NON-RADIAL	DRAB. = DRAINAGE
W.P. = WITNESS POINT	UTL. = UTILITY
M. = MOUND	C/L. = CHAIN LINK
S/W. = SIDEWALK	C.B. = CONCRETE BLOCK
M.H. = MOUND	P.C. = POINT OF CURVATURE
E.L. = ELEVATION	F.Z. = FINISHED FLOOR ELEVATION
P.U. & D.C. = PUBLIC UTILITIES & DRAINAGE ESMT.	

GREYARD COUNTY OFFICE  
 4175 S. U.S. 1  
 ROCKLEDGE, FL 32955  
 321-636-1035  
 321-637-1104 (FAX)  
 LB 6710

CERTIFIED BY: *[Signature]* R.L.S. NO. 5362

SCALE: 1" = 50'

FIELD DATE	ORDER NO.
EASEMENT 1-25-16	54375
REVISED 8-3-16	
REVISED 9-8-16	

DRAWN BY: J.A.B. CHECKED BY:

**FLORIDA POWER**  
**CORPORATION POWER**  
**SUBSTATION**  
 OWNER: DUKE ENERGY

6' BELL SOUTH TELECOMMUNICATIONS, INC. ESMT. (9823, PG. 1404)

P.O.C. N.E. CORNER OF FLORIDA CORPORATION POWER SUBSTATION

P.O.B.

PARCEL: 07-24-29-3844-00-013  
**ORANGE COUNTY**  
**WATER TREATMENT**  
**PLANT**

PARCEL: 07-24-29-3847-00-010

10' ORANGEWOOD FORCE MAIN SEWER LINE EASEMENT (O.R.E. 2527, PG. 1521)

10' ORANGEWOOD FORCE MAIN SEWER LINE EASEMENT (O.R.E. 2527, PG. 1521)

10' ASPHALT ROAD

5' CABLE EASEMENT

20' UTILITY EASEMENT (O.R.E. 3406, PGS 1284-1286)

5' CABLE EASEMENT

180' FLORIDA POWER CORPORATION EASEMENT (O.R.E. 2441, PGS 241-249) (USED BOOK #10, PGS 505-507)

PRIVATE R/W

PRIVATE R/W