





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: June 14, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Theresa A. Avery, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Assistant Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF UTILITIES EASEMENT
BETWEEN ORLANDO HEALTH CENTRAL, INC. AND ORANGE
COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Water Conserv II – Porter Road Turnout Relocation

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEM: Utilities Easement
Cost: Donation
Size: 1,050 square feet

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

REMARKS:

The Utilities Easement is required to relocate existing utility facilities from the Porter Road right-of-way to private property to accommodate road widening.

The County is executing the Utilities Easement to show acceptance of the terms and conditions.

Grantor to pay all recording fees.

PREPARED BY:
JASON G. WILLIAMS, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801
PROJECT: WATER CONSERV II – PORTER ROAD TURNOUT RELOCATION
PROPERTY APPRAISERS TAX ID #:29-23-27-5855-01-000

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the “Easement”) is made this 28th day of April, 2017, by ORLANDO HEALTH CENTRAL, INC., a Florida non-profit corporation, having a mailing address of 10000 W. Colonial Dr., Ocoee, Florida 34761 (“Grantor”), in favor of 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:

GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to Grantee a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as Grantee deems necessary, water, sewer and reclaimed water utility facilities, pipes, and related appurtenances (the **Utility Improvements**) under and across that certain easement area more particularly described and depicted in the attached **Exhibit “A”** (the “Easement Area”). In addition, Grantor hereby grants and conveys to Grantee a perpetual non-exclusive access easement over, upon, and across the Easement Area for the following purposes: (i) vehicular and pedestrian ingress and egress over the Easement Area, and (ii) constructing, laying, operating, maintaining, improving, repairing and replacing an access road over the Easement Area.

TO HAVE AND TO HOLD said Easement onto Grantee and its assigns forever.

GRANTOR AGREES not to build, construct or create, nor permit others to build, construct or create any buildings, other structures, or other underground utilities or facilities within the Easement Area that may interfere with the normal operation or maintenance of the Utility Improvements installed within the Easement Area. Grantor also agrees to provide a five (5) foot setback from the limits of the Easement Area for all buildings. Grantor expressly reserves, however, the right to construct, install and maintain the following surface improvements over the Easement Area: (i) landscaping, including ground cover, bushes, hedges and trees, but excluding oaks and similar large trees having root systems that may interfere with or damage Grantee’s Utility Improvements, (ii) landscaping irrigation improvements, (iii) sidewalks, (iv) fences, and (v) pavement for driveways, trails, or vehicular parking, all of the foregoing permitted improvements being collectively referred to as the “**Surface Improvements**”. In the event the Surface Improvements are damaged or destroyed due to required maintenance or repair of the Utility Improvements by Grantee, Grantee shall, at its expense, cause such disturbed Surface Improvements to be replaced or reconstructed following such repair or maintenance to Orange County landscaping and pavement standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

Grantee shall take such steps as may be reasonably required to prevent damage to the Easement Area and Grantor’s adjacent property from soil erosion resulting from the exercise by

Grantee of its rights under this Easement. Grantee shall restore top soil with fill of equal or higher quality within the Easement Area after the initial installation of the Utility Improvements.

In connection with any entry onto or work conducted by Grantee in the Easement Area, Grantee shall use reasonable efforts to minimize interference with construction on, access to or use of Grantor's adjacent property.

This Easement shall inure to the benefit and burden of both Grantor and Grantee, their successors and assigns. The easement rights granted hereunder may, at Grantee's option, be exercised and utilized by Grantee's employees, agents, licensees, contractors, engineers, consultants and invitees.

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 right of way, 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 successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed in its name on the day and year first above written.

WITNESSES:

Rick E Smith
Print Name: Rick E Smith
Dianne Essig
Print Name: Dianne Essig

GRANTOR:

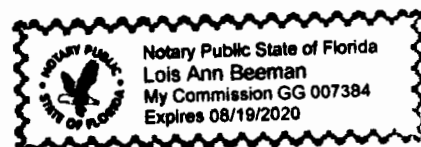
ORLANDO HEALTH CENTRAL, INC., a
Florida non-profit corporation

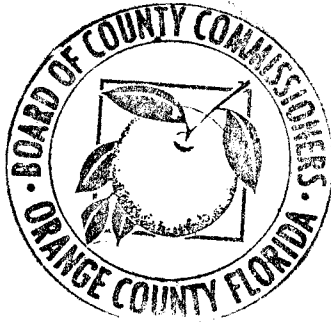
By: *Mark Marsh*
Name: MARK MARSH
Title: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28 day of April, 2017 by MARK MARSH, as President of **ORLANDO HEALTH CENTRAL, INC.**, a Florida non-profit corporation, on behalf of the corporation. He/she/they is/are (☒) personally known to me or () has/have produced N/A as identification.

Lois Ann Beeman
Notary Public, State of Florida
Print Name: Lois Ann Beeman
Commission No.: 08/19/2020 GG 007384
My Commission Expires: 08/19/2020





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

By: Noelva Perez
for Deputy Clerk
Print: Noelva Perez

Date: JUL 11 2017

GRANTEE:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Teressa Jacobs
Orange County Mayor

SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "A"

LEGAL DESCRIPTION (Utility Easement)

A parcel of land comprising a portion of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the East 1/4 corner of aforesaid Section 29; thence run North 00°11'47" West along the East line of said Northeast 1/4 of Section 29 for a distance of 1296.03 feet to a point on the Easterly extension of the Southerly right-of-way line of Porter Road according to Deed Book 688, Page 508 of the Public Records of Orange County, Florida; thence departing said East line run South 89° 39' 42" West along said Easterly extension and said Southerly right-of-way line for a distance of 1394.84 feet; thence departing said Southerly right-of-way line run South 00° 11' 47" East for a distance of 50.00 feet to a point on the Southerly right-of-way line of Porter Road according to Official Records Book 10416, Page 5907 of said Public Records of Orange County, Florida and the POINT OF BEGINNING; thence run South 00° 11' 47" East for a distance of 35.00 feet; thence run South 89° 39' 42" West for a distance of 30.00 feet; thence run North 00° 11' 47" West for a distance of 35.00 feet to a point on said Southerly right-of-way line; thence run North 89° 39' 42" East along said Southerly right-of-way line for a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 1050 square feet, 0.02 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29-23-27 BEING N00°11'47"W FOR ANGULAR DESIGNATION ONLY.

SK130
Rev 6-3-16
Rev 6-9-16

JOB NO. 20110078

DATE: 6-2-2016

SCALE: 1" = 100 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

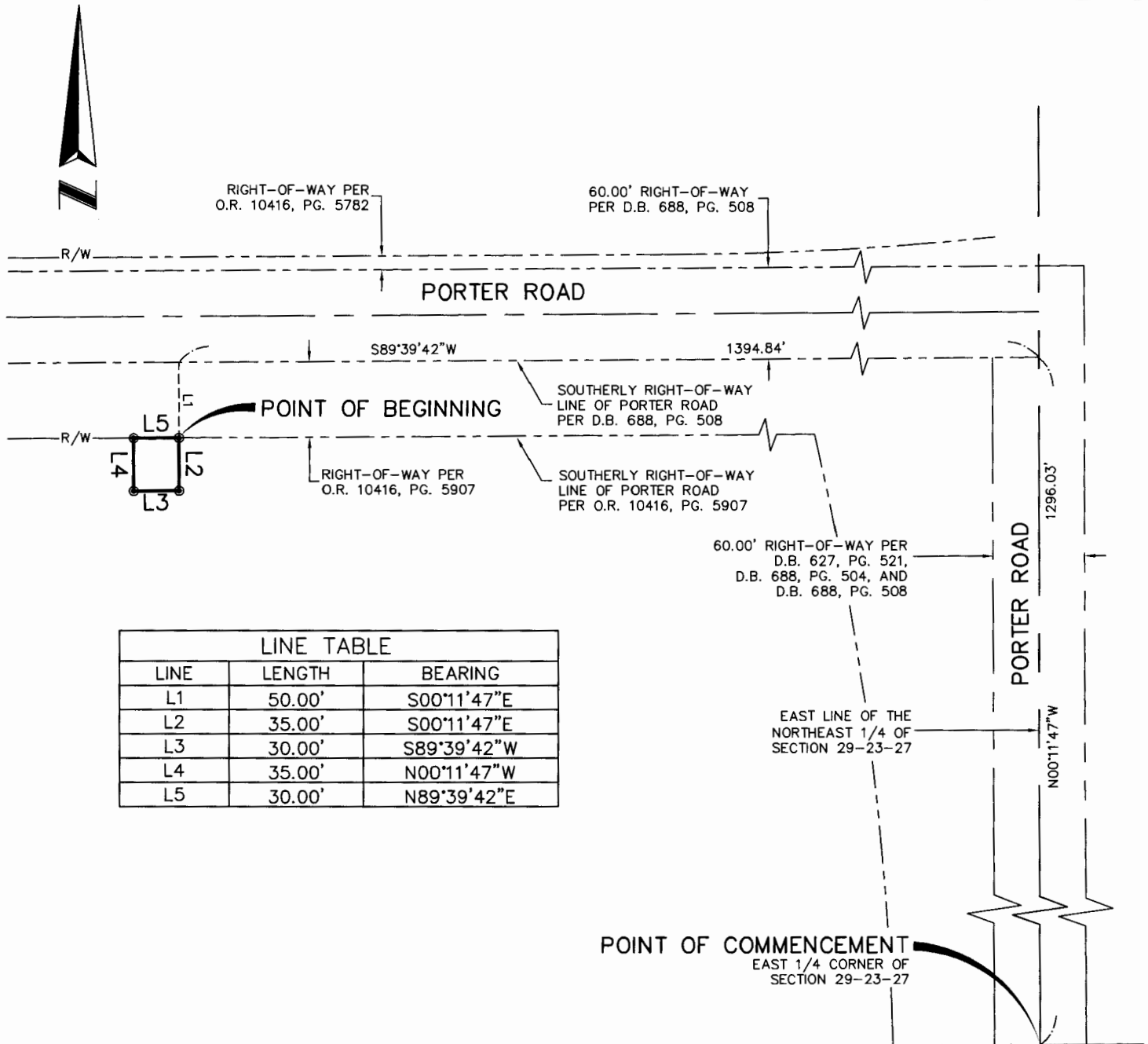
CHECKED BY: EGT

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 2
UTILITY EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S00°11'47"E
L2	35.00'	S00°11'47"E
L3	30.00'	S89°39'42"W
L4	35.00'	N00°11'47"W
L5	30.00'	N89°39'42"E

THIS IS NOT A SURVEY:

N.T. DENOTES NONE TANGENT

● DENOTES CHANGE IN DIRECTION
 R/W DENOTES PLAT BOOK
 PG(S) DENOTES PAGE(S)
 P.C. DENOTES POINT OF CURVATURE
 P.T. DENOTES POINT OF TANGENCY
 N.R. DENOTES POINT NON RADIAL
 P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK130
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