



**Interoffice Memorandum**

October 5, 2017

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

**FROM:** Mark V. Massaro, P.E., Director, Public Works Department

**CONTACT PERSON:** Raymond Williams, P.E., Manager  
Engineering Division  
Public Works Department

**PHONE NUMBER:** (407) 836-7908

**SUBJ:** Utility Relocation Agreement between Orange County and Bright House Networks, LLC for the Avalon Park Boulevard Safety Improvements Project 900 feet north of Auburn Cove Lane.

Orange County's safety improvements to Avalon Park Boulevard consist of the realignment of the north bound lanes to eliminate the 30-foot radius and create a larger radius. This will provide northbound traffic a safe transition from the one-way pair to the northbound four-lane divided roadway. The Utility Relocation Agreement between Orange County and Bright House Networks, LLC (BHN) is required as part of the roadway construction to relocate BHN utility facilities. Orange County will be responsible for all costs and expenses incurred in relocating BHN utility facilities because the facilities exist within a sidewalk and utility easement. The estimated total cost is \$32,806.

The Public Works Engineering Division, Risk Management, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

**Action Requested:** Approval and execution of Utility Relocation Agreement by and between Orange County and Bright House Networks, LLC, d/b/a Spectrum Charter Communications, for the relocation of utility facilities on Avalon Park Boulevard in the amount of \$32,806. District 4.

JJF/RLAW/jlp

Attachment(s)

## UTILITY RELOCATION AGREEMENT

THIS UTILITY RELOCATION AGREEMENT ("Agreement"), effective as of the latest date of execution, is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida ("COUNTY") and Bright House Networks, LLC ("UTILITY"), ("UTILITY and COUNTY are sometimes collectively referred to herein as the "PARTIES").

### WITNESSETH:

WHEREAS, COUNTY is planning the construction of certain safety improvements to Avalon Park Boulevard ("Improvements") within the northbound lanes, from 900 feet north of Auburn Cove Lane to 350 feet south of Tea Rose Drive, approximately; and

WHEREAS, the Improvements are anticipated to impact a certain sidewalk and utility easement as more particularly described in Orange County Plat Book 62 Page 19, attached hereto as **Exhibit "A"**, and incorporated herein by this reference ("Existing Easement"); and

WHEREAS, UTILITY owns certain facilities (the "Facilities"), located within the Existing Easement; and

WHEREAS, construction of the Improvements requires the complete removal of the Facilities from the Existing Easement, and subsequent relocation thereof to a new easement, as such is more particularly described in the easement document attached hereto as **Exhibit "B,"** and incorporated herein by this reference ("New Easement"); and

WHEREAS, the PARTIES desire to memorialize their mutual understanding of the terms and conditions of the relocation of the Facilities as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by both parties as follows:

1. Consistent with the terms of this Agreement, UTILITY shall relocate its Facilities from the Existing Easement to the New Easement, as depicted in **Exhibit "C,"** attached hereto and incorporated herein by this reference ("Relocation Work").
2. UTILITY agrees to undertake the Relocation Work in order to accommodate the construction and future existence of the said Improvements and to cause completion of all Relocation Work no later than **March 1<sup>st</sup>, 2018**, to ensure that there is no conflict with the construction of the Improvements. It is understood that such timeframe is an estimate and may reasonably be extended up to 120 days, due to circumstances outside of UTILITY's control, upon mutual written consent of the Parties.
3. COUNTY agrees that all actual, reasonable expenses incurred by UTILITY to effect the Relocation Work shall be paid by COUNTY upon its receipt, review, and approval of invoice(s) of said expenses, subject to the terms outlined below.

4. Based on the road construction plans provided by COUNTY, UTILITY has prepared an estimate for all Relocation Work, which explains in detail the methods, procedures, and assumptions upon which it is based (the "Estimate"). The Estimate is attached hereto as Exhibit "D" and incorporated herein by this reference. It is recognized that this Estimate may be reasonably subject to change based on final construction drawings, the result of the competitive bid process, or a change in the schedule or duration of COUNTY road work. COUNTY shall be responsible for payment of actual, reasonable costs incurred by UTILITY, invoiced to COUNTY, that do not exceed said Estimate by more than ten percent (10%); provided, however, that COUNTY shall not be responsible for any cost in excess of the Estimate unless COUNTY has approved such excess work and/or cost in writing prior to its performance, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, because of the demanding and time-sensitive nature of construction activities, UTILITY may reasonably determine that a required change to the construction contract, once underway, constitutes an emergency requirement, based upon established standards of reasonable construction, and may apply to COUNTY for payment of same. COUNTY shall make reasonable efforts to respond to a request for approval from UTILITY for said emergency exceedance within twenty-four (24) hours of receipt by an authorized County representative of UTILITY's written request with written justification.
5. Any invoice(s) submitted to COUNTY by UTILITY shall be accompanied by supporting documentation, showing costs incurred by UTILITY. No more than once per month, UTILITY may submit one or more invoices to the COUNTY for payment, following incurring the costs identified on the invoices. COUNTY shall submit payment to UTILITY in accordance with this Agreement and the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, as may be amended, but in any event within sixty (60) days of receipt by a COUNTY employee authorized by COUNTY to accept such proof of payment.
6. For the duration of this Agreement, UTILITY and its agents, contractors, and subcontractors shall provide and maintain insurance or self-insurance coverage of such types and in such amounts as are commercially reasonable and acceptable to COUNTY. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability, and commercial general liability coverage. COUNTY shall be named as additional insured on all liability policies maintained by UTILITY and its agents, contractors, and subcontractors, and UTILITY shall present certificates evidencing such coverages to COUNTY prior to beginning any work in the Existing Easement. Neither party to this Agreement or its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other party, its agents, contractors, or subcontractors. UTILITY shall defend, indemnify, and hold COUNTY harmless from all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs and expenses arising out of or resulting from the negligent performance of its operations under the Agreement; however, nothing contained herein shall constitute a waiver by COUNTY of its sovereign immunity or the provisions of

Section 768.28, Florida Statutes. The provisions of this paragraph will survive the termination of this Agreement.

7. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be delivered or mailed, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized, overnight courier (e.g., Federal Express) to the party entitled or required to receive the same, as follows:

To UTILITY:                      Bright House Networks, LLC  
   3767 All American Blvd  
   Orlando, Florida 32810  
   Attn: Ron Tynes, Construction Supervisor

To COUNTY:                      Orange County, Florida  
   P.O. Box 1393  
   Orlando, Florida 32802-1393  
   Attention: Orange County Administrator

With a copy to:                      Orange County Public Works  
   P.O. Box 1393  
   Orlando, Florida 32802-1393  
   Attention: Director

8. This Agreement is governed by the Laws of the State of Florida and appropriate venue for any action arising out of it shall lie in the Ninth Judicial Circuit Court in and for Orange County, Florida.
9. This Agreement and its attached exhibits constitute the entire Agreement between the parties and supersede any previous understanding between the parties. This Agreement may only be amended in writing, by addendum, executed with the same formality as this Agreement. If any provision in this Agreement is invalidated then, to the extent not in conflict, all remaining provisions shall continue in full force and effect, unless terminated in writing by the Parties.

**SIGNATURES ON FOLLOWING PAGES**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year below names signatures.

ORANGE COUNTY, a charter county and political subdivision of the State of Florida

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

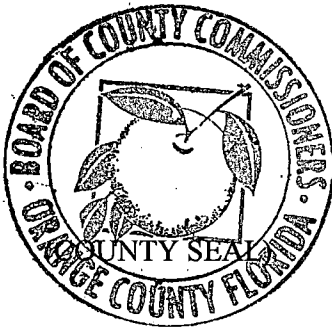
By: [Signature]  
Name: Teresa Jacobs  
Title: Orange County Mayor

Date: October 17, 2017

Attest: Phil Diamond, CPA, Orange County Comptroller, as Clerk of the Board of County Commissioners

By: Craig A. Stopysa  
Name: Craig A. Stopysa  
Title: Deputy Clerk  
for

Date: October 17, 2017



Signed, sealed and delivered  
In the presence of:

[Signature]  
Print Name: J.D. Smith  
Chuck Stevens  
Print Name: CHUCK STEVENS

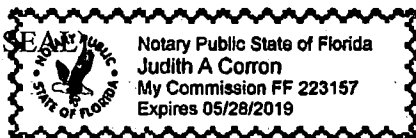
UTILITY

By: [Signature]  
Name: Michael L. Champagne  
Title: Area V.P.  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15 day of September 2017, by Michael L. Champagne who is personally known to me or [ ] has produced \_\_\_\_\_ as identification and did/did not (circle one) take an oath.

(NOTARY SEAL)



My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public, State of Florida  
Name: JUDITH A. CORRON  
Notary Commission No.: \_\_\_\_\_

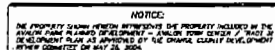
**EXHIBIT "A"**

Section 6, Township 23 South, Range 32 East  
Orange County, Florida

A portion of Section 8, Township 23 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

A portion of Section 6, Township 23 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Containing a total of 55.46 acres, more or less.



2. Public access to the property shown herein to Indian Pine Civil Unincorporated Indian Pine West Subdivision and Indian Pine Subdivision are controlled by George County's Florida and controlled through the county permitting process.

BY  





**EXHIBIT "B"**

**SCHEDULE "A"**

PARCEL: 801

ESTATE: PERPETUAL EASEMENT

PURPOSE: SIDEWALK, SLOPE &amp; UTILITY

**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTH 1/2 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA AND LYING WITHIN TRACT A, AVALON TOWN CENTER PARK SITE, AS RECORDED IN PLAT BOOK 62, PAGES 19 AND 20 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH CORNER OF TRACT A, AVALON TOWN CENTER PARK SITE, AS RECORDED IN PLAT BOOK 62, PAGES 19 AND 20 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"x4" CONCRETE MONUMENT WITH A NAIL AND DISK STAMPED "PRM LB 1221"; THENCE FROM A TANGENT BEARING OF SOUTH 23°18'16" WEST, RUN 241.97 FEET IN A SOUTHERLY DIRECTION, ALONG THE WEST LINE OF SAID TRACT A, ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHWEST, HAVING A DELTA ANGLE OF 02°21'47", A RADIUS OF 5867.00 FEET, A CHORD BEARING OF SOUTH 24°29'09" WEST AND A CHORD LENGTH OF 241.95 FEET TO A POINT; THENCE SOUTH 64°19'58" EAST, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°18'16" WEST, A DISTANCE OF 185.57 FEET TO A POINT OF CURVATURE; THENCE RUN 323.87 FEET IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A DELTA ANGLE OF 08°02'12", A RADIUS OF 2309.00 FEET, A CHORD BEARING OF SOUTH 19°17'10" WEST AND A CHORD LENGTH OF 323.61 FEET TO A POINT ON A NON TANGENT LINE; THENCE SOUTH 16°19'33" WEST, A DISTANCE OF 99.85 FEET TO A POINT ON A NON TANGENT CURVE AND THE EAST LINE OF A 13 FEET SIDEWALK AND UTILITY EASEMENT PER SAID PLAT OF AVALON TOWN CENTER PARK SITE; THENCE FROM A TANGENT BEARING OF NORTH 12°58'32" EAST, RUN 53.67 FEET IN A NORTHERLY DIRECTION, ALONG THE EAST LINE OF SAID EASEMENT, ALONG THE ARC OF SAID CURVE, CONCAVE TO THE WEST, HAVING A DELTA ANGLE OF 21°30'08", A RADIUS OF 143.00 FEET, A CHORD BEARING OF NORTH 02°13'27" EAST AND A CHORD LENGTH OF 53.35 FEET TO A POINT; THENCE NORTH 16°19'38" EAST, A DISTANCE OF 47.87 FEET TO A POINT ON A NON TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 12°58'32" EAST, RUN 294.82 FEET IN A NORTHERLY DIRECTION, ALONG THE ARC OF SAID CURVE, CONCAVE TO THE EAST, HAVING A DELTA ANGLE OF 07°16'29", A RADIUS OF 2322.00 FEET, A CHORD BEARING OF NORTH 18°54'19" EAST AND A CHORD LENGTH OF 294.63 FEET TO A POINT ON THE EAST LINE OF SAID EASEMENT; THENCE THE FOLLOWING TWO COURSES ALONG THE EAST LINE OF SAID EASEMENT; THENCE NORTH 27°23'20" EAST, A DISTANCE OF 40.16 FEET TO A POINT OF CURVATURE; THENCE RUN 176.69 FEET IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, CONCAVE TO THE NORTHWEST, HAVING A DELTA ANGLE OF 01°43'18", A RADIUS OF 5880.00 FEET, A CHORD BEARING OF NORTH 26°31'41" EAST AND A CHORD LENGTH OF 176.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,947 SQUARE FEET MORE OR LESS

**GENERAL NOTES**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO, THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF AVALON PARK BOULEVARD, PLAT OF AVALON PARK BOULEVARD, AS RECORDED IN PLAT BOOK 49 PAGES 100 THROUGH 102 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 27°23'20" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 5, 2016, FILE NUMBER 2037-3627525/16.00148, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION AND LEGEND &amp; ABBREVIATIONS

SHEET 1 OF 2Date: NOVEMBER 10, 2016Project No.: G07-23Drawn: AJH Chkd.: RJH/JMS**AVALON PARK  
BOULEVARD****GEODATA CONSULTANTS, INC.****SURVEYING & MAPPING**

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6556

# SCHEDULE "A"

PARCEL: 801

ESTATE: PERPETUAL EASEMENT

PURPOSE: SIDEWALK, SLOPE & UTILITY

## SECTION 6, TOWNSHIP 23 SOUTH, RANGE 32 EAST

### LEGEND & ABBREVIATIONS

Chkd. = CHECKED  
CB = CHORD BEARING  
CH = CHORD DISTANCE  
CM = CONCRETE MONUMENT  
L = LENGTH  
N&D = NAIL AND DISK  
No. = NUMBER  
NT = NON TANGENT  
ORB = OFFICIAL RECORDS BOOK  
PB = PLAT BOOK  
PC = POINT OF CURVATURE  
PG = PAGE  
PGS = PAGES

POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PRC = POINT OF REVERSE CURVATURE  
R = RADIUS  
R/W = RIGHT OF WAY  
SUE = SIDEWALK & UTILITY EASEMENT  
TB = TANGENT BEARING  
W/ = WITH  
Δ = DELTA  
± = PLUS OR MINUS

AVALON PARK NORTHWEST  
VILLAGE PHASES 2,3 AND 4  
PB 63, PGS 94-103

R=2322.00'  
Δ=07°16'29"  
L=294.82'  
CH=294.63'  
CB=N18°54'19"E  
TB=N12°58'32"E

13.00' SUE  
PER PLAT

N16°19'38"E  
47.87'  
R=143.00'  
Δ=21°30'08"  
L=53.67'  
CH=53.35'  
CB=N02°13'27"E  
TB=N12°58'32"E

R=5867.00' Δ=02°21'47"  
L=241.97' CH=241.95'  
CB=S24°29'09"W  
TB=S23°18'16"W  
S64°19'58"E 13.00'  
R=5880.00' Δ=01°43'18"  
L=176.69' CH=176.66'  
CB=N26°31'41"E

WEST LINE OF  
TRACT A

AVALON PARK BOULEVARD  
108' R/W PER PLAT OF  
AVALON PARK BOULEVARD  
PB 49, PGS 100-102

N27°23'20"E  
40.16'

R=2309.00'  
Δ=08°02'12"  
L=323.87'  
CH=323.61'  
CB=S19°17'10"W

EAST LINE OF EASEMENT

TRACT A  
DRAINAGE EASEMENT  
PER ORB 7542 PG 4859  
AS SHOWN PER PLAT

S16°19'33"W  
99.85'

POC  
NORTH CORNER OF TRACT A  
FOUND 4"x4" CM W/  
N&D "PRM LB 1221"

EAST LINE OF TRACT A

AVALON TOWN CENTER  
PARK SITE  
PB 62, PGS 19-20

PARCEL 801  
AREA: 5,947 SQUARE FEET ±

SCALE: 1" = 100'

SHEET 2 OF 2

REVISION

BY

DATE

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul deViviera, Professional Land Surveyor No. 4990

DATE

Date: NOVEMBER 10, 2016

Project No.: G07-23

Drawn: AJH Chkd.: RJH/JMS

AVALON PARK  
BOULEVARD



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY  
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841

Land Surveyor Business License No. 6558

Parcel name: 801

North: 1520906.4705      East : 607105.6517  
Line Course: S 23-18-16 W Length: 185.57  
North: 1520736.0401      East : 607032.2371  
Curve Length: 323.87      Radius: 2309.00  
Delta: 8-02-12      Tangent: 162.20  
Chord: 323.61      Course: S 19-17-10 W  
Course In: S 66-41-44 E      Course Out: N 74-43-56 W  
RP North: 1519822.5610      East : 609152.8590  
End North: 1520430.5907      East : 606925.3534  
Line Course: S 16-19-33 W Length: 99.85  
North: 1520334.7668      East : 606897.2856  
Curve Length: 53.67      Radius: 143.00  
Delta: 21-30-08      Tangent: 27.15  
Chord: 53.35      Course: N 02-13-27 E  
Course In: N 77-01-29 W      Course Out: N 81-28-23 E  
RP North: 1520366.8747      East : 606757.9368  
End North: 1520388.0766      East : 606899.3561  
Line Course: N 16-19-38 E Length: 47.87  
North: 1520434.0161      East : 606912.8134  
Curve Length: 294.82      Radius: 2322.00  
Delta: 7-16-29      Tangent: 147.61  
Chord: 294.63      Course: N 18-54-19 E  
Course In: S 74-43-56 E      Course Out: N 67-27-27 W  
RP North: 1519822.5626      East : 609152.8600  
End North: 1520712.7524      East : 607008.2749  
Line Course: N 27-23-20 E Length: 40.16  
North: 1520748.4107      East : 607026.7496  
Curve Length: 176.69      Radius: 5880.00  
Delta: 1-43-18      Tangent: 88.34  
Chord: 176.66      Course: N 26-31-41 E  
Course In: N 62-36-40 W      Course Out: S 64-19-58 E  
RP North: 1523453.3730      East : 601805.8705  
End North: 1520906.4712      East : 607105.6523

Perimeter: 1222.48      Area: 5,947 sq.ft. 0.14 acres

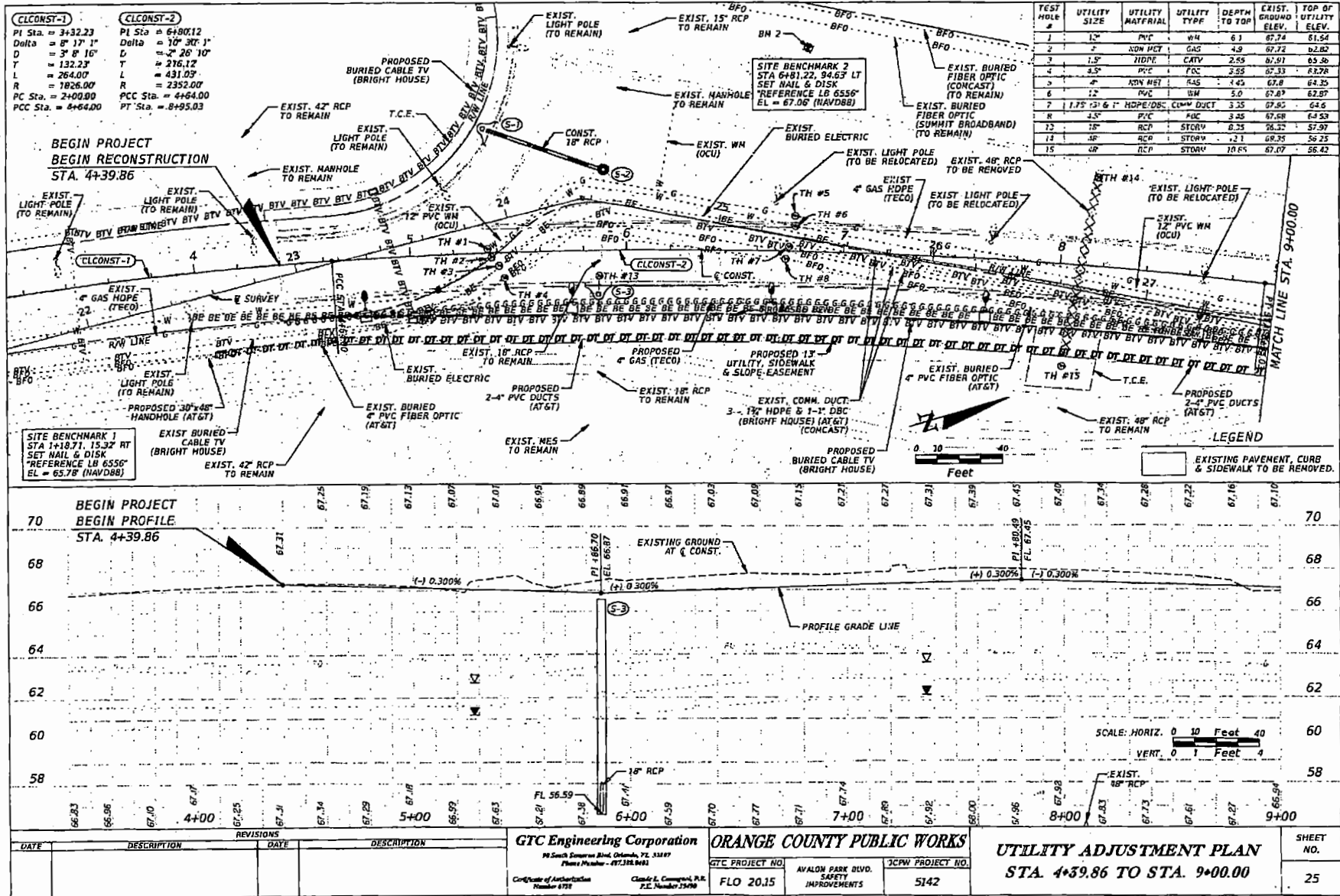
Mapcheck Closure - (Uses listed courses and chords)

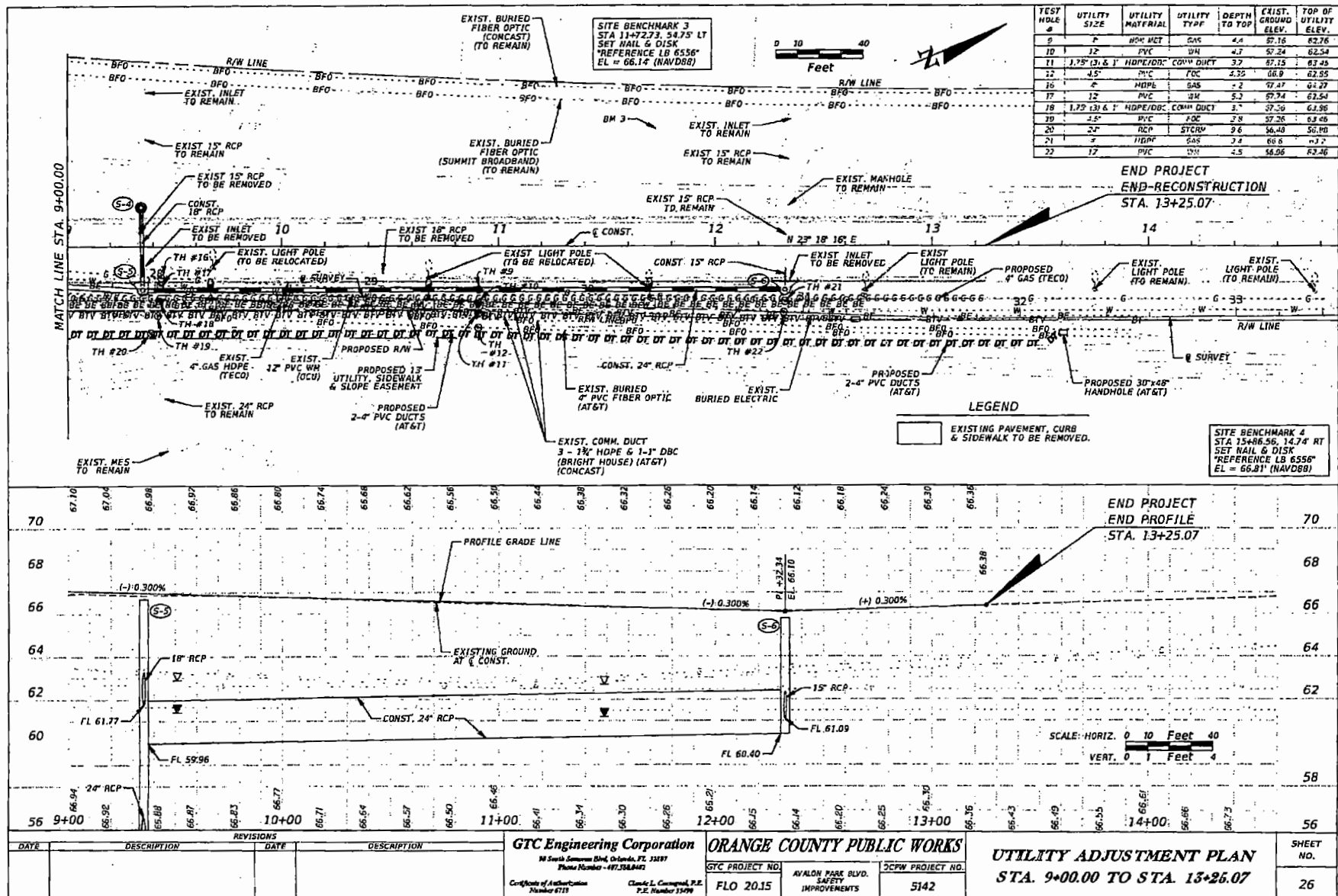
Error Closure: 0.0009      Course: N 40-09-27 E

Error North: 0.00071      East : 0.00060

Precision 1: 1,357,444.44

**EXHIBIT "C"**





FILE: H:\obas\FLO2015-Avalons\Utilities\UTADP002.DGH  
DATE: 10/11/2016 3:07:12 PM

**EXHIBIT "D"**



# Charter Spectrum COMMUNICATIONS

