



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: March 23, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF STREET LIGHTING EASEMENT FROM ORANGE COUNTY TO DUKE ENERGY FLORIDA, LLC, D/B/A DUKE ENERGY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Avalon Park Blvd Lighting Project (Avalon Park Blvd. from Crown Hill Blvd. to S.R.50)

District 4

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

ITEM: Street Lighting Easement
Revenue: None

APPROVALS: Real Estate Management Division
Fire Rescue Department

REMARKS: This easement provides Duke Energy Florida, LLC ("Duke") the right to install and maintain street lighting facilities on the eastern edge of Orange County's future Fire Station 87 site, on the western side of Avalon Park Boulevard, as part of Orange County's Avalon Park Boulevard street lighting project.

Duke to pay all recording fees.

Project: Avalon Park Blvd Lighting Project (Avalon Park Blvd. from Crown Hill Blvd. to S.R.50)



SEC: 31	TWP: 22	RGE: 32	COUNTY: ORANGE	PROJECT:
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: Crown Hill Boulevard, Orlando, Florida, 32828				
TAX PARCEL NUMBER: 31-22-32-0000-00-018				

STREET LIGHTING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors and assigns (**GRANTOR** 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, street lights and related underground facilities and appurtenant aboveground facilities (including poles, supporting structures, wires, attachments and accessories desirable in connection therewith) (collectively, "Facilities"). 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:

An Easement Area being more particularly described as the easternmost ten feet (E 10') of that certain parcel of land legally described on Exhibit "A" attached hereto, said Easement Area being a 10' wide strip of land following the curves of Avalon Park Boulevard and being contiguous, along the entire eastern boundary of said Easement Area, with the western right-of-way line of Avalon Park Boulevard.

Notwithstanding the foregoing, wherever feasible, the installation of permanent Facilities shall be limited to the eastern five feet (E 5') of the Easement Area. 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 Facilities, including the right to increase or decrease the number and type of Facilities.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said 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 **GRANTOR** 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.

GRANTOR 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 **GRANTOR** 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.

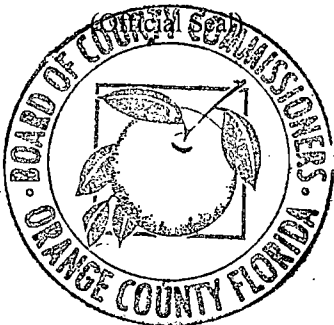
Project: Avalon Park Blvd Lighting Project (Avalon Park Blvd. from Crown Hill Blvd. to S.R.50)

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, 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.

GRANTOR 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 **GRANTOR** 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: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 4.10.18

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

BY: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name

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

Project: Avalon Park Blvd Lighting Project (Avalon Park Blvd. from Crown Hill Blvd. to S.R.50)

Exhibit "A"

A portion of Section 31, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the Tract P, AVALON LAKES PHASE 1, VILLAGES I & J, according to the plat thereof, as recorded in Plat Book 51, Pages 128 through 134, Public Records of Orange County, Florida; thence run Westerly, along the Northerly line of said Tract P, the following five (5) courses and distances: run S 89°36'58" W, a distance of 23.16 feet to a point of curvature of a curve, concave Northeasterly, having a radius of 170.00 feet and a central angle of 52°08'53"; thence run Northwesterly, along the arc of said curve, a distance of 154.73 feet to the point of tangency thereof; thence run N 38°14'09" W, a distance of 111.99 feet to a point of curvature of a curve, concave Southwesterly, having a radius of 200.00 feet and a central angle of 57°16'34"; thence run Northwesterly, along the arc of said curve, a distance of 199.93 feet to the point of tangency thereof; thence run S 84°29'17" W, a distance of 90.00 feet; thence run N 00°09'13" W, a distance of 37.42 feet; thence run N 89°50'47" E, a distance of 523.68 feet to a point on the Westerly right-of-way line of Avalon Park Boulevard, as recorded and described in Official Records Book 5719, Page 2749, Public Records of Orange County, Florida; said point lying on a curve, concave Easterly, having a radius of 1850.00 feet; thence on a chord bearing of S 05°44'07" W, run 260.06 feet along the arc of said curve and along said Westerly right-of-way line through a central angle of 08°03'16" to the POINT OF BEGINNING.