



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: June 2, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Kim Heim, Senior Title Examiner *MTC/KH*
Real Estate Management Division

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Distribution Easement from Orange County to Duke Energy Florida, LLC, d/b/a Duke Energy and authorization to record instrument

PROJECT: Blanchard Park

District 5

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

ITEM: Distribution Easement
Revenue: None
Size: 135.81 acres

APPROVALS: Real Estate Management Division
Capital Projects Division
Parks and Recreation Division

REMARKS:

This blanket easement provides Duke Energy Florida, LLC, d/b/a Duke Energy (Grantee) the right to install and maintain electrical distribution lines and related facilities for improvements being constructed at Blanchard Park. This document will not be recorded at this time. County will provide the sketch of description showing the location of the installed facilities, within 60 days of installation. A descriptive easement with a sketch of description showing the location of the facilities will replace this blanket distribution easement. If the sketch of description is not provided by County within 60 days after completion of installation, Grantee may record this blanket distribution easement.

Grantee to pay all recording fees, if any.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 22 2021

Project: Blanchard Park



SEC: 17	TWP: 22S	RGE: 31E	COUNTY: ORANGE	PROJECT: 36658033
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 10501 J. Blanchard Trail, Orlando, Florida 32817				
TAX PARCEL NUMBER: 17-22-31-0000-00-074				

DISTRIBUTION 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, one or more electric underground distribution lines and related underground facilities and appurtenant aboveground facilities (including supporting structures, other wires, attachments and accessories desirable in connection therewith); together with the right, privilege and easement to construct, reconstruct, operate communication facilities only for the use and convenience of the **GRANTEE** for the **GRANTEE'S** internal communications. 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:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE'S** Facilities to be installed at mutually agreeable locations within the following described property to accommodate present and future development:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

This easement will be replaced with a Descriptive Easement, five (5) feet on either side of all facilities installed by **GRANTEE**, as will be shown on a certified surveyed sketch of description to be provided by **GRANTOR** within sixty (60) days after the installation of facilities by **GRANTEE**. If the sketch of description is not provided by **GRANTOR** within sixty (60) days after completion of installation, **GRANTEE** will record this easement.

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 lines and related facilities, including the right to increase or decrease the number and type of supporting structures.

GRANTEE shall have all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of said electric distribution lines and related 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.

Project: Blanchard Park

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.

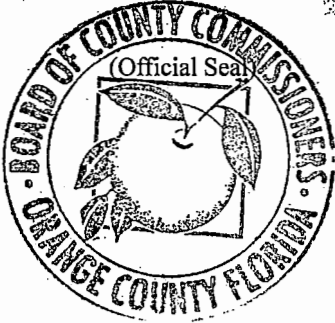
GRANTEE covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is incident to the exercise of **GRANTEE'S** rights, privileges, or obligations under this Easement.

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 written below.



Orange County, Florida
By: Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 23 June 2024

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

BY: *Nachia Perez*
for Deputy Clerk

Nachia Perez
Printed Name

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

Exhibit "A"

BEG SW COR OF NW1/4 OF NW1/4 RUN N 287.08 FT E 610 FT N 44 DEG E 309.54 FT N 84 DEG E 582.66 FT S 24 DEG E 164.83 FT S 82 DEG E 220 FT N 27 DEG E 292.86 FT N 73 DEG E 830.08 FT TO E LINE OF NW1/4 S TO SE COR OF NE1/4 OF NW1/4 W 659.41 FT S 115 FT S 71 DEG W 296.06 FT S 80 DEG W 1049.86 FT W 660 FT N 365 FT TO POB (LESS W 50 FT FOR R/W) IN SEC 17-22-31 & N1/2 OF NE1/4 OF SEC 17-22-31 (LESS PT PLATTED) & BEG NW COR OF SW1/4 OF NW1/4 OF SEC 17-22-31 TH RUN S 696.25 FT N 71 DEG E 697.44 FT N 475.80 FT W 660 FT TO POB (LESS N 365 FT & LESS W 75.02 FT FOR RD R/W) & IN WALKER ROUSE SUB U/120 LOT 7 & S1/2 OF LOT 6 IN SEC 16-22-31 & IN AEN SUB U/94 LOTS 27 & 28 IN SEC 08-22-31 & IN ROYAL ESTATES SECTION TWO X/119 PT OF LOT 39 DESC AS BEG NW COR LOT 40 TH N 90.01 FT E 85.34 FT S 53 DEG W 49.15 FT S 41 DEG W 31.30 FT S 33 DEG W 44.50 FT TO POB & THAT PART OF 50 FT DRAINAGE R/W LYING IN NE1/4 OF NW1/4 OF SEC 17-22-31 MIN BOOK 67/822 SEE 1380/0004 1390/92 1442/311 2538/1420 5132/0379