RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
AUTHORIZATION TO CONVEY CERTAIN
COUNTY PROPERTY INTERESTS TO
THE CITY OF ORLANDO, FLORIDA

Resolution No. 2010- M-20

WHEREAS, Orange County, a political subdivision of the State of Florida, pursuant to its home rule power and Section 125.38 of the Florida Statutes (2009), has authority to determine that certain County property is not needed for County purposes and to convey said property, for nominal price or otherwise, to the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of Florida, or any corporation or non-profit entity organized for the purpose of promoting community interest and welfare; and

WHEREAS, County owns certain property located at 832 West Central Boulevard, Orlando, FL 32805, more specifically described in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter the “Easement Area”); and

WHEREAS, the City is proposing to bury the existing overhead power lines in an underground easement (the “Improvements”) in connection with a landscaping/streetscaping project; and

WHEREAS, County has agreed to cooperate with the City in the construction of the Improvements by donating a perpetual Utility Easement over the Easement to the city in substantially the form set forth in Exhibit “B” attached to this Agreement; and

WHEREAS, City and County agree that construction of the Improvements constitutes a public purpose, that the Easement Area is necessary for the construction of the Improvements and that said construction shall operate to mutually benefit the citizens of each party hereto; and

WHEREAS, the City of Orlando, a municipal corporation created by and existing under the laws of the State of Florida (the "City"), and Orange County have entered into a Property Donation
Agreement (hereinafter the “Agreement”) relating to the donation of the Easement Area, a copy of which is attached hereto as Exhibit “C”; and

WHEREAS, the County has determined that the Easement Area is no longer needed for County purposes and that the conveyance to the City is in the interest of the public; and

WHEREAS, the City is qualified, as a municipality of the State of Florida, to make application for, and receive surplus County property pursuant to Section 125.38, Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

1. The Board hereby determines that the Easement Area is no longer needed for County purposes and that it is in the best interest of Orange County that its easement interests in the Property be conveyed by easement to the City for use as described in the Agreement. The Board recognizes that the City must approve the conveyance of the Property for such conveyance to occur.

2. The Board hereby directs that the Orange County Mayor execute and deliver a Utility Easement to effectuate such conveyance to the City.

3. The Board hereby directs that a certified copy of this Resolution shall be forwarded forthwith to the City.

4. This Resolution shall become effective upon its adoption by the Board.

ADOPTED this ___ day of APR 06 2010, 2010.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners
By: Richard T. Crotty
Orange County Mayor

ATTEST: Marjorie L. Haynie, County Comptroller
As Clerk of the Board of County Commissioners
By: Voran P. Lumpkin
Deputy Clerk
LEGAL DESCRIPTION

EXHIBIT "A"

UTILITY EASEMENT:

THE EAST 20.00 FEET OF THE SOUTH 70.00 FEET OF LOT 10, R.H. RAMSEY'S SUBDIVISION AS RECORDED IN
PLAT BOOK C, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 1,400 SQUARE FEET, MORE OR LESS

ABBREVIATIONS:

SEC.  SECTION
TWP.  TOWNSHIP
RNG.  RANGE
R/W  RIGHT OF WAY
P.R.  Plat Book
P.C.  Page

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED,
   BASED ON A BEARING OF S89°42'52"W ALONG THE
   NORTH RIGHT OF WAY LINE OF CHURCH STREET
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY
   OF RECORD.
4. SECTIONAL INFORMATION SHOWN HEREON IS FOR
   REFERENCE PURPOSES AND IS BASED ON VARIOUS
   SOURCES FOR CALCULATION PURPOSES ONLY.

BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 Center/Pointe Circle Suite 1311
Altamonte Springs, Florida 32714
(407) 331-5506 Fax: (407) 331-1366

PROJECT NUMBER:    2070007-0000
DRAWING No:        PE05
DATE:              1/28/09
REvised:           ____________ SHEET 1 OF 2

BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 6167

BY:  KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL,
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPYR.
SKETCH OF DESCRIPTION

PARCEL ID No. 26-22-29-7296-00-030

LOT 8

LOT 9

LOT 10

EASEMENT AREA

CHURCH STREET

L1 70.00' NOO°28'56"W
L2 20.00' N89°42'52"E
L3 70.00' S00°28'56"E
L4 20.00' S89°42'52"W

LINE TABLE

LINE | LENGTH | BEARING
--- | ------ | -------
L1  | 70.00' | NOO°28'56"W
L2  | 20.00' | N89°42'52"E
L3  | 70.00' | S00°28'56"E
L4  | 20.00' | S89°42'52"W

1" = 50'

BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 CenterPointe Circle Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

PROJECT NUMBER: 2070007-0000
DRAWING No: PE05
DATE: 1/28/09
REVISED:

SHEET 2 OF 2
THIS INDENTURE, MADE this _____ day of ___________________________ A.D., 2010, between ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and CITY OF ORLANDO, a municipal corporation, whose address is 400 South Orange Avenue, Orlando, FL 32801, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of $10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, construct and maintain, as the GRANTEE and its assigns may deem necessary, electrical poles, telephone poles, wires, guy wires and appurtenances, water pipes, sewer pipes, gas pipes and mains, and any other utility facilities over, under and upon the following described lands situate in Orange County, aforesaid to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

a portion of

26-22-29-7296-00-030

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.
Project: Orange County Health Department
(832 W. Central Blvd.)

IN WITNESS WHEREOF, Orange County, Florida has caused its presents to be executed as of the day and year first above written.

(Official Seal)

Orange County, Florida
By: Board of County Commissioners

By: __________________________

Richard T. Crotty
Orange County Mayor

Attest: Martha O. Haynie,
Orange County Comptroller
as Clerk of the Board of County Commissioners

By: __________________________

Deputy Clerk

_______________________________
Printed Name

This instrument prepared by:

E. Price Jackson, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida
PROPERTY DONATION AGREEMENT

COUNTY OF ORANGE
STATE OF FLORIDA

THIS PROPERTY DONATION AGREEMENT (hereinafter the “Agreement”) is made and entered into this ___ day of _____________, 2010, by and between CITY OF ORLANDO, a municipal corporation (hereinafter the “City”), whose address is 400 South Orange Avenue, Orlando, FL 32801 and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, (hereinafter “County”), whose address is P. O. Box 1393, Orlando, Florida, 32802-1393.

WITNESSETH:

WHEREAS, County owns certain property located at 832 West Central Boulevard, Orlando, FL 32805, more specifically described in Exhibit “A”, attached hereto and made a part hereof by reference (hereinafter the “Easement Area”); and

WHEREAS, the City is proposing to bury the existing overhead power lines in an underground easement (the “Improvements”) in connection with a landscaping/streetscaping project; and

WHEREAS, County has agreed to cooperate with the City in the construction of the Improvements by donating a perpetual Utility Easement over the Easement to the city in substantially the form set forth in Exhibit “B” attached to this Agreement; and

WHEREAS, City and County agree that construction of the Improvements constitutes a public purpose, that the Easement Area is necessary for the construction of the Improvements and that said construction shall operate to mutually benefit the citizens of each party hereto; and

WHEREAS, City and County agree that construction of the Improvements constitutes a public purpose, that the Easement Area is necessary for the construction of the Improvements and that said construction shall operate to mutually benefit the citizens of each party hereto; and

WHEREAS, City and County understand and are aware that the Easement Area has value and that the City cannot compel the County to donate same; and

WHEREAS, the City and County desire to memorialize their Agreement.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants and benefits herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

2. **Donation of Easement.** County is the owner of the Easement Area in fee simple, and County shall convey an easement to the City, at no cost, by means of a Utility Easement. Said donation of easement shall occur within thirty (30) days of the full execution of this Agreement (“Closing”), unless extended by mutual consent of the parties.
3. **Closing Costs.** The conveyance under this Agreement is between two governmental entities and therefore exempt from documentary stamp taxes. City agrees to pay all other reasonable, standard closing costs.

4. **Binding Effect.** This Agreement, once effective, shall run with the Easement Area described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors and assigns.

5. **Notice.** Any Notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party’s name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

   **As to City:**
   
   City Real Estate Manager  
   City of Orlando  
   Post Office Box 4990  
   Orlando, Florida 32802-4990  
   Fax Number: (407) 246-____

   **Copy to:**
   
   City Attorney  
   City of Orlando  
   Post Office Box 4990  
   Orlando, Florida 32802-4990  
   Fax Number: (407) 246-2854

   **As to County:**
   
   County Real Estate Manager  
   Orange County, Florida  
   Post Office Box 1393  
   Orlando, Florida 32802-1393  
   Fax Number: (407) 836-5969

   **Copy to:**
   
   County Attorney  
   Orange County, Florida  
   Post Office Box 1393  
   Orlando, Florida 32802-1393  
   Fax Number: (407) 836-5888

6. **Effective Date.** This Agreement shall become effective upon its execution by all parties.

   (signatures continued on next page)
IN WITNESS WHEREOF, Orange County has caused this instrument to be executed in its name, and the City, acting by and through its Mayor and City Council, has caused this instrument to be executed in its name by the Mayor, its seal hereunto affixed and attested by the City Clerk, on the day and year first above written.

CITY OF ORLANDO

By: ________________
Mayor / Mayor Pro-Tern

ATTEST: ________________
Alana C. Brenner, City Clerk

STATE OF ________________
COUNTY OF ________________

PERSONALLY APPEARED before me, the undersigned authority, ________________ and Alana C. Brenner, well known to me and known by me to be Mayor ________________ and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

Witness my hand and official seal this ___ day of _______________________, 2010.

(Notary Seal)

Notary Signature

Printed Notary Name

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida only.

__________________________, 20___

City Attorney, Orlando, Florida

Printed Name

(signatures continued on next page)
Attest: Martha O. Haynie, 
Orange County Comptroller 
as Clerk of the Board of County Commissioners

By: __________________________________________
Deputy Clerk

Printed Name

This instrument prepared by:

E. Price Jackson, a staff employee 
in the course of duty with the 
Real Estate Management Division 
of Orange County, Florida

Orange County, Florida 
By: Board of County Commissioners 

By: ________________________ 
Richard T. Crotty 
Orange County Mayor 

COPY