

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**AUTHORIZATION TO CONVEY CERTAIN
COUNTY PROPERTY INTERESTS TO
THE CITY OF ALTAMONTE SPRINGS, FLORIDA**

Resolution No. 2014-M-46

WHEREAS, Orange County, a political subdivision of the State of Florida, pursuant to its home rule power and Section 125.38, Florida Statutes, 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 any municipality of Florida for the purpose of promoting community interest and welfare; and

WHEREAS, County owns certain property located at 2552 Lakeville Road, Apopka, Florida, more specifically described in Exhibit "A", which is attached hereto and made a part hereof by reference (hereinafter the "Easement Area"); and

WHEREAS, the City of Altamonte Springs, municipal corporation created by and existing under the laws of the State of Florida (the "City"), is proposing to perform water main construction on the Altamonte Springs to Apopka reclaimed water main (the "Project"); and

WHEREAS, County has agreed to cooperate with the City in the Project by conveying a perpetual Utility Easement and a Temporary Construction Easement to the City in substantially the form set forth in Exhibit "B" attached to this Agreement; and

WHEREAS, City and County agree the Project constitutes a public purpose, that the Easement Area is necessary for the Project, and that the Project will mutually benefit the citizens of each party hereto; and

WHEREAS, the City and Orange County have entered into an Easement Agreement (hereinafter the "Agreement") relating to the conveyance 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 and Temporary Construction 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 AUG 19 2014, 2014.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katell Smith*
Deputy Clerk

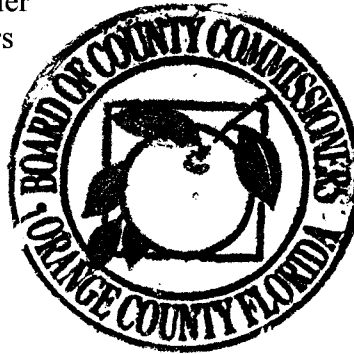


EXHIBIT "A"

**PARCEL 801
PERMANENT CONSTRUCTION EASEMENT**

Description Parcel 801:


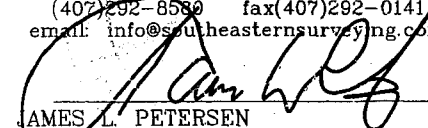
A portion of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida; thence South 00°14'14" West a distance of 138.00 feet along the East line of said Northwest 1/4 of the Northeast 1/4 to a point on a line parallel with and 138.00 feet South of, when measured at right angles to the North line of said Northwest 1/4 of the Northeast 1/4; thence North 89°53'43" West a distance of 30.00 feet along said parallel line for the POINT OF BEGINNING; said point being the Northeasterly corner of that certain parcel of land as described and recorded in Official Records Book 4072, Page 291, Public Records of Orange County, Florida and being on the West right of way line of Lakeville Road being 60 feet in width as described and recorded in Official Records Book 1080, Page 165 and Official Records Book 1068, Page 515, Public Records of Orange County, Florida; thence continue North 89°53'43" West a distance of 467.58 feet along said parallel line, the North boundary of said parcel of land and the Westerly prolongation thereof; thence departing said parallel and North lines North 45°00'00" West a distance of 153.02 feet to the South right of way line of Grove Street, being 30 feet in width as described and recorded in Deed Book 403, Page 419, Public Records of Orange County, Florida; thence North 89°53'43" West a distance of 21.25 feet along said South right of way line; thence South 45°00'00" East a distance of 174.27 feet to a point on a line parallel with and 153.00 Southerly of, when measured at right angles to, the aforesaid North boundary of the Northwest 1/4 of the Northeast 1/4 of Section 26; thence South 89°53'43" East a distance of 473.74 feet along said parallel line to a point on the aforesaid West right of way line of Lakeville Road; thence North 00°14'14" East a distance of 15.00 feet along said West right of way line to the Point of Beginning.

Containing: 9,514 square feet more or less

SURVEYOR'S REPORT

1. Bearings shown hereon are based on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida, being South 00°14'14" West, assumed.
2. I have reviewed the First American Title Insurance Company's Title Search Report, File Number 2037-3057449, dated October 21, 2013 and all survey related encumbrances, except liens, identified in "Encumbrances" of the Title Search Report have been shown or noted on this "Sketch of Description".
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.
4. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION	Date: November 21, 2013		Certification Number LB2108 57705008 REJ
FOR Orange County, Florida; City of Altamonte Springs	Job Number: 57705	Scale: 1" = 200'	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com</p>  <p>JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791</p>
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	NOT VALID WITHOUT SHEET 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION A

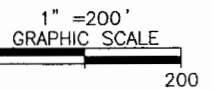
PARCEL 801
PERMANENT CONSTRUCTION EASEMENT

POINT OF COMMENCEMENT

NORTHEAST CORNER OF THE
NW 1/4 OF THE NE 1/4 OF
SECTION 26-21-28

POINT OF BEGINNING

NORTHEASTERLY CORNER OF THAT
CERTAIN PARCEL OF LAND AS
DESCRIBED AND RECORDED IN OFFICIAL
RECORDS BOOK 4072, PAGE 291



NORTH LINE OF THE NW 1/4 OF THE
NE 1/4 OF SECTION 26-21-28

GROVE STREET
30' RIGHT OF WAY
DEED BOOK 403, PAGE 419

N89°53'43"W
21.25'

SOUTH RIGHT OF WAY LINE

N45°00'00"W
153.02'
S45°00'00"E
174.27'

138.00'
153.00'
467.58'

S89°53'43"E
473.74'

NORTH BOUNDARY AND WESTERLY
PROLONGATION OF THAT CERTAIN PARCEL
OF LAND AS DESCRIBED AND RECORDED IN
OFFICIAL RECORDS BOOK 4072, PAGE 291

S00°14'14"W
138.00'

N89°53'43"W
30.00'

N00°14'14"E
15.00'

NW 1/4 OF THE NE 1/4
OF SECTION 26-21-28

NOT PLATTED

WEST RIGHT OF WAY LINE
EAST LINE OF THE NW 1/4 OF THE
NE 1/4 OF SECTION 26-21-28

LAKEVILLE ROAD
60' RIGHT OF WAY

30' OFFICIAL RECORDS BOOK 1080, PAGE 165
30' OFFICIAL RECORDS BOOK 1068, PAGE 515



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com
Certification Number LB2108

EXHIBIT "A"

**PARCEL 701
TEMPORARY CONSTRUCTION EASEMENT**

Description Parcel 701:

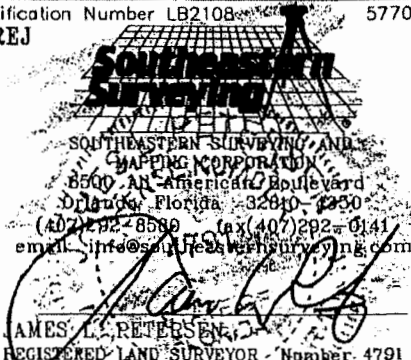
A portion of the NW 1/4 of the NE 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida run South 00°14'14" West a distance of 153.00 feet along the East line of said Northwest 1/4 of the Northeast 1/4 to a point on a line parallel with and 153.00 feet South of, when measured at right angles to the North line of said Northwest 1/4 of the Northeast 1/4; thence North 89°53'43" West a distance of 30.00 feet along said parallel line for the POINT OF BEGINNING; said point being on the West right of way line of Lakeville Road being 60 feet in width as described and recorded in Official Records Book 1080, Page 165 and Official Records Book 1068, Page 515, Public Records of Orange County, Florida; thence continue North 89°53'43" West a distance of 473.74 feet along said parallel line; thence departing said parallel line North 45°00'00" West a distance of 174.27 feet to the South right of way line of Grove Street, being 30 feet in width as described and recorded in Deed Book 403, Page 419, Public Records of Orange County, Florida; thence North 89°53'43" West a distance of 21.25 feet along said South right of way line; thence South 45°00'00" East a distance of 195.52 feet to a point on a line parallel with and 168.00 Southerly of, when measured at right angles to, the aforesaid North boundary of the Northwest 1/4 of the Northeast 1/4 of Section 26; thence South 89°53'43" East a distance of 479.90 feet along said parallel line to a point on the aforesaid West right of way line of Lakeville Road; thence North 00°14'14" East a distance of 15.00 feet along said West right of way line to the Point of Beginning.

Containing: 9,926 square feet more or less

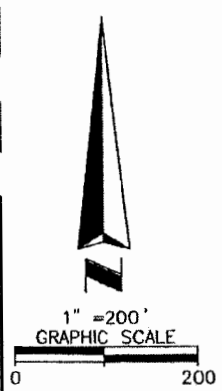
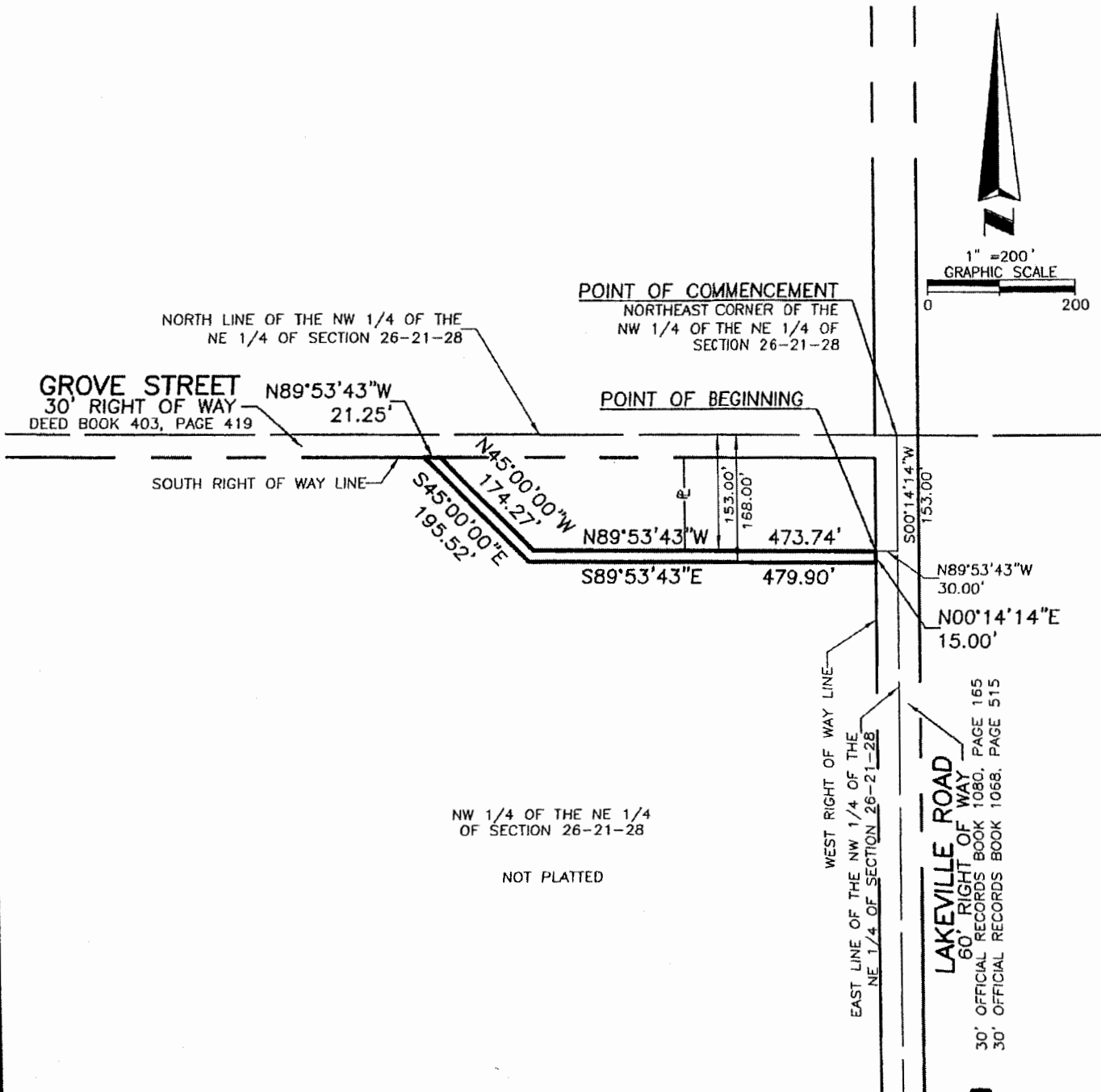
SURVEYOR'S REPORT

1. Bearings shown hereon are based on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 28 East, Orange County, Florida, being South 00°14'14" West, assumed
2. I have reviewed the First American Title Insurance Company's Title Search Report, File Number 2037-3057449, dated October 21, 2013 and all survey related encumbrances, except liens, identified in "Encumbrances" of the Title Search Report have been shown or noted on this "Sketch of Description".
3. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying Chapter 5J-17.050-.052 requirements.
4. The survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION	Date: November 21, 2013		Certification Number LB2108-04 57705009 REJ  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8500 AN American Boulevard Orlando, Florida 32810-2330 (407) 292-8500 Fax (407) 292-0141 email: jim@seasurveying.com
	Job Number: 57705	Scale: 1" = 200'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	NOT VALID WITHOUT SHEET 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

PARCEL 701
TEMPORARY CONSTRUCTION EASEMENT



Drawing Number 57705009
Date: 11/21/13 REJ
Sheet 2 of 2
See Sheet 1 for Description
& Surveyors Report

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

Southeastern Surveying
SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com
Certification Number LB2108

This instrument was prepared by,
Dana Crosby-Collier
Assistant County Attorney
Orange County Attorney's Office
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

EXHIBIT "B"

Instrument: 801.1
Project: Altamonte Springs to Apopka Reclaimed Water Main

UTILITY EASEMENT

THIS INDENTURE, Made this _____ day of _____, A.D. 2014, between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and City of Altamonte Springs, a municipal corporation, organized and existing under the laws of the state of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida, 32701 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, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, 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:

**a portion of
26-21-28-0000-00-002**

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Instrument: 801.1

Project: Altamonte Springs to Apopka Reclaimed Water Main

GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

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 heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

If GRANTOR determines it is necessary to relocate GRANTEE'S facilities because GRANTOR'S future orderly development of the property is in physical conflict with GRANTEE'S Facilities, or for any other reason in GRANTOR'S sole discretion, GRANTEE shall, within 180 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of any relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTEE covenants to diligently pursue the completion of all work activities hereunder in a timely and workmanlike manner and make reasonable effort to exercise the rights granted herein in such a manner as to cause the least interference with GRANTOR'S business and GRANTOR'S use of its premises.

To the extent permitted by law, GRANTEE agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

GRANTOR hereby reserves unto itself all other rights to use the Easement Area which are not inconsistent with the easement rights granted pursuant to this EASEMENT and which would not in any way impair GRANTEE'S exercise of GRANTEE'S easements rights under this EASEMENT, as determined by GRANTOR in its reasonable discretion. The easement rights granted in favor of GRANTEE are further subject to all matters of record affecting the Easement Area, which exist as of the date of this Easement and all matters which would be disclosed by a survey of the Easement Area.

This EASEMENT shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws thereof. The exclusive jurisdiction and venue for any action or dispute arising hereunder shall lie in the appropriate court having jurisdiction in Orange County, Florida. GRANTOR and GRANTEE and their respective successors, heirs, and assigns hereby irrevocably consent to such exclusive jurisdiction and venue.

Instrument: 801.1

Project: Altamonte Springs to Apopka Reclaimed Water Main

If any term or provision of this EASEMENT or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this EASEMENT or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this EASEMENT shall be enforced to the fullest extent permitted by law.

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: Not For Execution
Teresa Jacobs,
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 was prepared by:
Dana Crosby-Collier
Assistant County Attorney
Orange County Attorney's Office
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

EXHIBIT "B"

Instrument: 701.1
Project: Altamonte Springs to Apopka Reclaimed Water Main

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of \$10.00, other valuable considerations, and of the benefits accruing to us, we, ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, do hereby give, grant, bargain, and release to City of Altamonte Springs, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida, 32701, GRANTEE, a temporary easement to enter upon the portion of the lands of the owners, for the purposes described herein, such lands being described as follows:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

26-21-28-0000-00-002

THIS EASEMENT is granted for construction purposes only, including the right to enter upon said lands for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during GRANTEE'S construction of a reclaimed water main improvement, as GRANTEE deems necessary or prudent. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall, at its sole cost and expense, restore such lands to the condition existing prior to such construction activities, including the repair or replacement of any paving, curbing, sidewalks or landscaping.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined, and that all grading or sloping shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that existing structural improvements will not be damaged.

To the extent permitted by law, GRANTEE agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities,

costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the GRANTEE acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The GRANTEE agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the GRANTEE shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the GRANTEE of its liability and obligations under this agreement.

GRANTEE shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

GRANTOR hereby reserves unto itself all other rights to use the Easement Area which are not inconsistent with the easement rights granted pursuant to this EASEMENT and which would not in any way impair GRANTEE'S exercise of GRANTEE'S easements rights under this EASEMENT, as determined by GRANTOR in its reasonable discretion. The easement rights granted in favor of GRANTEE are further subject to all matters of record affecting the Easement Area, which exist as of the date of this Easement and all matters which would be disclosed by a survey of the Easement Area.

This EASEMENT shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws thereof. The exclusive jurisdiction and venue for any action or dispute arising hereunder shall lie in the appropriate court having jurisdiction in Orange County, Florida. GRANTOR and GRANTEE and their respective successors, heirs, and assigns hereby irrevocably consent to such exclusive jurisdiction and venue.

If any term or provision of this EASEMENT or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this EASEMENT or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this EASEMENT shall be enforced to the fullest extent permitted by law.

THIS EASEMENT shall expire upon the completion of the construction of the said project or after 18 months, whichever occurs first.

Instrument: 701.1

Project: Altamonte Springs to Apopka Reclaimed Water Main

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: Not for Execution
Teresa Jacobs,
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:
Mickie A. Robbins, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

EASEMENT AGREEMENT

COUNTY OF ORANGE
STATE OF FLORIDA

THIS AGREEMENT is made between ORANGE COUNTY, a charter county and political subdivision of the state of Florida, hereinafter referred to as SELLER, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801, and, the City of Altamonte Springs, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as BUYER, whose address is 225 Newburyport Ave., Altamonte Springs, Florida 32701.

WITNESSETH:

WHEREAS, the Buyer requires the land described on Exhibit "A", which is attached hereto and incorporated herein by reference, for construction and maintenance of the above referenced project and said Seller agrees to furnish said land for such purpose.

Property Appraiser's Parcel Identification Number:
a portion of
26-21-28-0000-00-002, as further described in Exhibit "A" hereto

In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, each to the other paid, the parties hereto agree as follows:

1. **Recitals.** The above recital is true and correct, forms a material part of this Easement, and is incorporated herein by reference.
2. **Grant of Easement.** Seller hereby gives, grants, bargains, sells and conveys to Buyer easements, as described more particularly as follows:
 - a. Seller agrees to execute a Utility Easement on Parcel No. 801, conveying said Easement unto Buyer free of all liens and encumbrances and subject to the terms of the Utility Easement for the sum of \$2,725.00.
 - b. Seller agrees to execute a Temporary Construction Easement for a period of up to 18 months for Parcel No. 701, subject to the terms of the Temporary Construction Easement document, for the sum of \$1,090.00.

Total \$3,815.00

By acceptance of the benefits of the Easements, Buyer agrees to perform and comply with the obligations imposed on the Buyer herein pursuant to this Easement Agreement and the terms of the Easement documents.

3. **Maintenance of Easement Property.** Seller is not responsible for maintenance of the Easement Property, except that, to the extent Seller's use of the Easement Property causes damage thereto, Seller is responsible for repairing such damage. Buyer shall maintain the Easement Property as necessary for its use thereof, and are not responsible for maintaining the Easement Property for use by Seller or third persons.

4. **Reservation of Use by Sellers.** This Easement is non-exclusive and the Seller reserves to itself, its successors and assigns, the right to utilize the Easement Property for any purpose that does not unreasonably interfere with the use of the Easement Property by Buyer for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other party to use and enjoy the Easement Property.

5. **Successors and Assigns.** The Easements shall run with the land and be binding upon the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with the Easement Property.

6. **Indemnification.** To the extent permitted by law, buyer agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

7. **Modification.** No additions, alterations, or variations to the terms of this AGREEMENT shall be valid, nor can provisions of this AGREEMENT be waived by either party unless expressly set forth in writing and duly signed.

8. **Closing.** This transaction shall be closed and the Easements will be conveyed by a separate document on or before 90 days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by the parties.

9. **Effective Date.** This agreement shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners and/or the Manager/Assistant Manager of the Orange County Real Estate Management Division as may be appropriate.

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Buyer and Seller, made with respect to the matters herein contained, and, when duly executed, this Agreement constitutes the agreement between the parties.

Project: Altamonte Springs to Apopka Reclaimed Water Main
Parcels: 801/701

The parties hereto have executed this AGREEMENT on the date(s) written below.

City of Altamonte Springs, a Municipality
of the State of Florida, BUYER

By: _____

Name: Pat Bates, Mayor

Date: _____

And

Orange County, Florida, SELLER

BY: _____
Russell L. Corriveau, Its Agent

Date: _____