



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: May 24, 2016

REAL ESTATE MANAGEMENT ITEM 1

DATE: May 2, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

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

PROJECT: Deputy Jonathan "Scott" Pine Community Park
District 1

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: 19.59 acres

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

REMARKS:

This 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 electrical service to Deputy Jonathan "Scott" Pine Community Park. 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 sketch of description to be provided by County within sixty (60) days after the installation of facilities by Grantee. If the sketch of description is not provided by County within sixty (60) days after completion of installation, Grantee will record this easement.

Grantee to pay all recording fees.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 24 2016

Project: Deputy Jonathan "Scott" Pine Community Park



SEC: 23	TWP: 23	RGE: 27	COUNTY: ORANGE	PROJECT: 1227998
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 7199 Ficquette Road, Windermere, FL 34786				
TAX PARCEL NUMBER: 23-23-27-0000-00-006				

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:

That part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 23 South, Range 27 East, lying South of Ficquette Road, and the East half of the Southeast Quarter of the Southeast Quarter, Section 22, Township 23 South, Range 27 East, lying South of Ficquette Road, Orange County, Florida

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. 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.

This document prepared by Bruce C. Crawford, Esq.
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
452 East Crown Point Road
Winter Garden, Florida 34787

Project: Deputy Jonathan "Scott" Pine Community Park

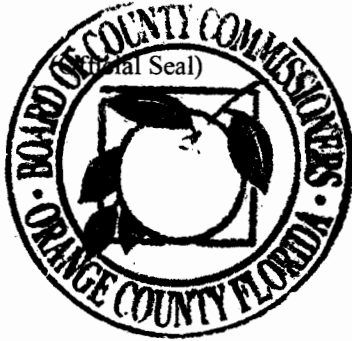
GRANTEE covenants and agrees to promptly repair, at its own expense, all damage to any property, facilities or improvements of **GRANTOR** located in the Easement Area or adjacent thereto, including without limitation parking areas, driveways, recreational facilities and landscaping, if such damage is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



Orange County, Florida
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 5.24.16

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: *Craig A. Stopyska*
fol Deputy Clerk
Craig A. Stopyska
Printed Name