



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: July 12, 2016

REAL ESTATE MANAGEMENT ITEM 2

DATE: June 24, 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: (407) 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: Eastern Regional Water Supply Facility

District 4

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: 119.70 acres

APPROVALS: Real Estate Management Division
Utilities Department

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 additional electrical service to the Eastern Regional Water Supply Facility. 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.

JUL 12 2016

Project: Eastern Regional Water Supply Facility



SEC: 07	TWP: 23S	RGE: 31E	COUNTY: ORANGE	PROJECT: 1223685
GRANTOR: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS				
SITE ADDRESS: 9100 Curry Ford Road, Orlando, FL 32825				
TAX PARCEL NUMBER: 07-23-31-0000-00-004				

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:

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. 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.

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: 7.12.16

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

BY: *Katie Smith*
Deputy Clerk
Katie Smith

Printed Name

Exhibit "A"

Portions of Section 7, Township 23 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 7; thence South 00°04'24" West along the west line of the Northwest Quarter (NW1/4) of said Section 7 for 55.01 feet to a point on the Southerly right of way line of Curry Ford Road and the POINT OF BEGINNING; thence North 89°45'53" East along said Southerly right of way line for 906.79 feet; thence South 85°29'20" East for 275.47 feet; thence North 89°45'53" East for 79.00 feet; thence South 45°02'26" East for 35.23 feet; thence South 00°09'16" West for 585.09 feet to a point of curvature; thence Southeasterly along a circular curve to the left having a radius of 3325.00 feet a central angle of 17°39'09" for an arc distance of 1024.41 feet to a point of tangency; thence South 17°29'53" East for 619.28 feet to a point of curvature; thence Southeasterly along a circular curve to the right having a radius of 2425.00 feet a central angle of 17°39'20" for an arc distance of 747.26 feet to a point of tangency; thence South 00°09'27" West for 579.16 feet to a point on the northerly line of the proposed BELTWAY MITIGATION AREA; the last five mentioned courses being coincident with said westerly right of way line; thence North 83°35'40" West for 466.80 feet; thence North 59°47'20" West for 326.29 feet; thence South 63°31'40" West for 538.00 feet; thence North 67°18'04" West for 174.62 feet; thence South 00°01'46" West for 119.21 feet to a point on the northerly line of AZALEA PARK CANAL No. 9 as recorded in Official Record Book 2087 page 534, Public Records, Orange County, Florida; thence North 67°18'04" West along said northerly line for 579.34 feet to a point on the west line of the Southwest Quarter (SW1/4) of said Section 7; thence North 00°01'55" East along said West line for 859.16 feet to the West Quarter (W1/4) corner of said Section 7; thence North 00°04'24" East along the west line of said Northwest Quarter (NW1/4) of Section 7 for 2505.93 feet to the Point Of Beginning.