

**Orange County, Florida**  
**Work Request #: 208161**  
**Address: 5505 Hansel Avenue**  
**Orlando, FL 32809**  
**STR: 24-23S-29E**

**ELECTRIC/COMMUNICATIONS EASEMENT**

THIS EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 ("Effective Date"), from the **CITY OF ORLANDO** ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation, Post Office Box 14042, St. Petersburg, Florida 3373, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

**WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

**A 20.00 foot wide Easement Area being more particularly described and shown on the accompanying Sketch of Description, prepared by Richard D. Allen, City of Orlando, dated March 13, 2015, Project Number 12-170, consisting of two (2) pages, attached hereto and incorporated by this reference.**

**Tax Parcel Number: 24-23-29-7332-00-011**

The rights herein granted to **GRANTEE** by **GRANTOR** are solely for the purpose of serving the property located at 5505 Hansel Avenue and specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased,

weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. Upon prior written notice to **GRANTOR** and a ten (10) day opportunity to cure, except in emergency situations, **GRANTEE** shall have the right to remove any such obstruction(s) and **GRANTOR** shall be responsible for the reasonable cost of same. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR**'s adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. 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 this easement to be signed by its proper officers thereunto duly authorized and attested this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and is effective as of the Effective Date herein.

GRANTOR:

CITY OF ORLANDO

\_\_\_\_\_  
Name of Municipality

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**Grantor(s) mailing address:**

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
400 S. Orange Avenue

\_\_\_\_\_  
Orlando, FL 32802

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, its Mayor and its City Clerk, respectively of the **CITY OF ORLANDO**, who are personally known to me or who have produced \_\_\_\_\_ as identification.

NOTARY SEAL

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My Commission Expires:

# Sketch

## LEGAL DESCRIPTION:

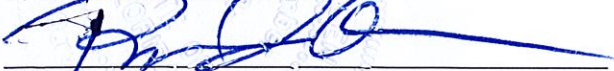
A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 23 SOUTH, RANGE 29 EAST AND BEING A PORTION OF LOT 3, J.J. REAVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK F, PAGE 66 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN N89°48'25"E ALONG THE NORTH LINE OF SAID SECTION 24, A DISTANCE OF 1826.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANSEL AVENUE, ALSO KNOWN AS STATE ROAD 527, SAID RIGHT OF WAY BEING A CURVE CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 3789.83 FEET, A CENTRAL ANGLE OF 03°11'32", A CHORD BEARING OF S29°22'21"E, AND A CHORD DISTANCE OF 211.13, THENCE RUN SOUTHEASTERLY ALONG THE CURVE OF THE EASTERLY RIGHT OF WAY OF HANSEL AVENUE FOR AN ARC DISTANCE OF 211.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE CURVE OF THE SAID EASTERLY RIGHT OF WAY LINE OF HANSEL AVENUE AND HAVING A RADIUS OF 3789.83, A CENTRAL ANGLE OF 0°02'08", A CHORD BEARING OF S30°59'11"E, AND A CHORD DISTANCE OF 2.36 FEET, THENCE RUN SOUTHEASTERLY ALONG THE CURVE OF THE EASTERLY RIGHT OF WAY OF HANSEL AVENUE FOR AN ARC DISTANCE OF 2.36 FEET, THENCE DEPARTING THE SAID EASTERLY RIGHT OF WAY OF HANSEL AVENUE RUN N89°38'32"E, ALONG THE NORTH LINE OF THE SOUTH 190 FEET OF LOT 3, OF AFORESAID J.J. REAVES SUBDIVISION, A DISTANCE OF 46.07 FEET, THENCE DEPARTING THE SAID NORTH LINE OF THE SOUTH 190 FEET OF LOT 3 RUN N67°05'20"E, A DISTANCE OF 87.18 FEET TO THE EAST LINE OF SAID LOT 3, J.J. REAVES SUBDIVISION, THENCE RUN N00°11'02"W ALONG THE SAID EAST LINE OF LOT 3 A DISTANCE OF 21.68 FEET, THENCE DEPARTING THE SAID EAST LINE OF LOT 3 RUN S67°05'20"W, A DISTANCE OF 138.43 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 2,302 SQUARE FEET, MORE OR LESS.

I hereby certify that this sketch has been prepared under my direction and that this survey has been prepared in accordance with the adopted "Standards of Practice" as required by Chapter 5J-17 Florida Administrative Code pursuant to Section 472.027, Florida State Statutes.



Richard D. Allen

Professional Surveyor and Mapper No. 6922

This sketch is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

## Legend

C	Chord
CB	Chord Bearing
Δ	Delta/Central Angle
L	Arc Length
OHW	Overhead Wire
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
(P)	Plat
R	Radius
◇	Wood Utility Pole



## CITY OF ORLANDO

Survey Services Section  
400 South Orange Avenue, 8th Floor  
Orlando, Florida 32802  
p. 407.246.3319 f. 407.246.2892

Project Number: 12-170

Requested By: C.Green

Date of Survey: N/A

Approved By: RDA

Drafted By: RDA

Checked By: RDA

Date Drawn: 3/13/15

Scale: 1" = N/A

Sheet:

1

of

2



# Sketch

Camelot-By-The Lake, A Condominium  
Condominium Book 5, Page 92  
A portion of Government Lot 4,  
Section 13, Township 23 South, Range 29 East

E Mary Jess Road  
N89°48'25"E 1826.45'

**P.O.C.**

Northwest Section  
Corner Section 24,  
Township 23 South,  
Range 29 East

Lot 4  
J.J. Reaves Subdivision  
Plat Book F, Page 66

North Line of Section 24  
210' (P)

Remainder of Lot 4

Easterly Right of Way Line  
of Hansel Avenue

Hansel Avenue  
State Road 527

L=211.15'  
R=3789.83'  
Δ=3°11'32"  
CB=S29°22'21"E  
CH=211.13'

**P.O.B.**

L=2.36'  
R=3789.83'  
Δ=0°02'08"  
CB=S30°59'11"E  
CH=2.36'

S67°05'20"W 138.43'  
OHW

N89°38'32"E 46.07'  
North line of the  
South 190' of Lot 3

Lot 3  
J.J. Reaves Subdivision  
Plat Book F, Page 66

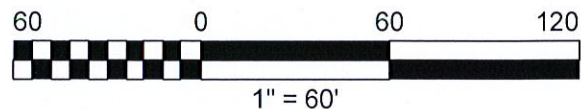
East Line of Lot 3

Lot 2  
J.J. Reaves Subdivision  
Plat Book F, Page 66

N00°11'02"W 21.68'

N67°05'20"E 87.18'

Remainder of Lot 3



**CITY OF ORLANDO**

Survey Services Section  
400 South Orange Avenue, 8th Floor  
Orlando, Florida 32802  
p. 407.246.3319 f. 407.246.2892

Project Number: 12-170

Requested By: C.Green

Date of Survey: N/A

Approved By: RDA

Drafted By: RDA

Checked By: RDA

Date Drawn: 3/13/15

Scale: 1" = 20'

Sheet:

2

of

2