

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL  
CIRCUIT, IN AND FOR, ORANGE COUNTY, FLORIDA  
CASE NO.: 2014-CA-2437-O  
DIVISION: 35

ORANGE COUNTY, FLORIDA  
a political subdivision of the  
State of Florida,

PARCEL: 812

Petitioner,  
vs.

CITY OF ORLANDO,  
a municipal corporation, et al.

Respondents.

JOINT MOTION FOR ENTRY OF STIPULATED ORDER OF TAKING  
AND FINAL JUDGMENT AS TO PARCEL 812

The parties, individually and by and through their undersigned attorney, hereby move for entry of  
the foregoing Stipulated Order of Taking and Final Judgment as to Parcel 812.

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*City of Orlando*

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2014-CA-2437-O  
DIVISION: 35

ORANGE COUNTY, FLORIDA  
a political subdivision of the  
State of Florida,

PARCEL: 812

Petitioner,

vs.

CITY OF ORLANDO, et al.

Respondents.

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT  
AS TO PARCEL 812

THIS CAUSE having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment as to Parcel 812 made by Petitioner, ORANGE COUNTY, a political subdivision of the State of Florida, and GREATER ORLANDO AVIATION AUTHORITY, ("GOAA"), a public body corporate and politic, CITY OF ORLANDO, a municipal corporation, and ORLANDO UTILITIES COMMISSION, a statutory commission ("Respondents"), and it appearing to the Court that the parties are authorized to enter into such Joint Motion, and the Court finding that the taking is necessary for a public purpose, that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and that proper notice was given to all parties and to all persons having or claiming any equity, lien, title or other interest in Parcel 812, and the Court being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED as follows:

1. That the Court has jurisdiction over the subject matter and the parties.
2. That the pleadings are sufficient, and that the Petitioner is properly exercising its delegated authority.
3. That the estimate of value in this cause by the Petitioner was made in good faith and based upon a valid appraisal.
4. That the Respondent GREATER ORLANDO AVIATION AUTHORITY does have and recover from the Petitioner, the sum of FOUR HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$419,595.00) in full payment for the property taken, for damages resulting to the remainder, and for all other damages of any kind and nature.
5. That the Court awards Respondent GREATER ORLANDO AVIATION AUTHORITY the sum of EIGHTY-SEVEN THOUSAND THREE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$87,398.00), as attorney's fees. There are no expert costs in this matter.
6. That within twenty (20) days of the entry of this Order the Petitioner shall deposit FIVE HUNDRED SIX THOUSAND NINE HUNDRED NINETY-THREE AND NO/100 DOLLARS (\$506,993.00) into the Registry of the Court.
7. That immediately upon the deposit of the aforesaid sum into the Registry of the Court, and without further Order, the Clerk shall pay to the Broad and Cassel Trust Account, c/o Richard N. Milian, P.A., 390 N. Orange Avenue, Suite 1400, P.O. Box 4961, Orlando, Florida 32802-4961, as attorneys for the Respondent, GREATER ORLANDO AVIATION AUTHORITY, a public body corporate and politic, the sum of FIVE HUNDRED SIX

THOUSAND NINE HUNDRED NINETY-THREE AND NO/100 DOLLARS (\$506,993.00) as full compensation for Petitioner's acquisition of Parcel 812 in this case including all attorney's fees.

8. That the Court awards Respondent ORLANDO UTILITIES COMMISSION the sum of TWELVE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 30/100 DOLLARS (\$12,525.30) as attorney's fees and that within thirty (30) days from the entry of this Stipulated Order of Taking and Final Judgment, the Petitioner ORANGE COUNTY shall pay to the Trust Account of GrayRobinson, P.A., c/o Kent L. Hipp, Esq., P.O. Box 3068, Orlando, FL 32802, as attorneys for the Respondent ORLANDO UTILITIES COMMISSION the sum of TWELVE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 30/100 DOLLARS (\$12,525.30) that amount representing the attorneys' fees awarded above. Thereafter Respondent ORLANDO UTILITIES COMMISSION shall take nothing further in this action.

9. Respondent CITY OF ORLANDO, shall take nothing in this action.

10. That by agreement of the parties the Easement identified in Exhibit "1" attached hereto is adopted and incorporated into this Stipulated Order of Taking and Final Judgment and Petitioner's acquisition of Parcel 812 is subject to the terms and conditions of the Easement identified in Exhibit "1" attached hereto. Petitioner, Orange County, Florida, and Respondents, Greater Orlando Aviation Authority, the City of Orlando, and the Orlando Utilities Commission agree to be bound by the terms and conditions of the Easement identified in Exhibit "1" attached hereto.

11. Without limiting anything contained herein, it is acknowledged and agreed that the Easement Area shall affect certain wetlands and lands encumbered by that certain Deed of Conservation Easement dated October 26, 1999, by and between the City of Orlando, GOAA,

and the South Florida Water Management District (the "District"), recorded in Official Record Book 5883 at Page 3177 of the Public Records of Orange County, Florida, as amended by that certain Amendment of Conservation Easement dated March 15, 2012, and recorded in Official Record Book 10364 at Page 489 of the Public Records of Orange County, Florida (as amended, hereinafter referred to as the "Conservation Easement"). The County shall be responsible, at its sole expense, for any permitting, modification of the Conservation Easement or mitigation required as a result of the County's acquisition or use of the Easement Area. In the event GOAA suffers any loss, cost, penalties or expense arising out of such impact to the Conservation Easement or the wetlands areas thereon, including, without limitation, any increased costs of development, loss or impairment of development rights or other costs, expenses or damages incurred by GOAA in connection with required modification, relocation or reconfiguration of the Conservation Easement, or mitigation of any impact of this easement on the Conservation Easement or the conservation and wetlands areas thereon GOAA retains all rights to pursue additional compensation and all remedies including the right to claim additional damages as set-out in *Central and Southern Florida Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974) cert. denied 310 So.2d 745 (Fla. 1975). By agreement of the parties there is no basis for the computation of attorney's fees for non-monetary benefits arising out of the County's commitments in this paragraph, or any other provisions in this Order.

12. That upon the deposit of the aforesaid sum into the Registry of the Court, the right, title or interest specified in the Petition and described in Schedule "A" attached hereto, shall vest in the Petitioner, and Petitioner shall be entitled to possession of the property without further notice or order of this Court.

13. The Court hereby reserves jurisdiction to enforce the terms of this Order.

DONE AND ORDERED at Orange County Courthouse, Orlando, Florida, this \_\_\_\_ day  
of \_\_\_\_\_, 2015.

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DONALD A. MYERS, JR.  
Circuit Judge

Copies furnished to:

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*Attorney for Respondent*  
*City of Orlando*

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Judicial Assistant/Attorney

## **SOUTH SERVICE AREA / EAST SERVICE AREA WATER TRANSMISSION MAINS UTILITY EASEMENT**

Parcel 812 is being acquired by Orange County (hereinafter "GRANTEE") as a permanent non-exclusive easement to construct potable water transmission and reclaimed water transmission pipes, with full authority to enter upon, construct, operate, replace, and maintain potable water transmission and reclaimed water transmission pipes, as the GRANTEE and its assigns may deem necessary, including the construction, operation, and maintenance of a stabilized roadway, over the following lands as described in Schedule "A" and Exhibit "A."

Subject to the terms and conditions set forth in this Easement Agreement, the GRANTEE and its assigns shall have the right:

(1) To construct, operate, replace, and maintain only a single 36-inch diameter potable water main and a single 20-inch diameter reclaimed water main as more particularly depicted in the GRANTEE's Construction Details attached in Exhibit "B," and no more than one (1) additional potable water transmission or reclaimed water transmission pipe not to exceed 36-inches in diameter within the Easement Area pursuant to construction plans provided in advance for review by Greater Orlando Aviation Authority (hereinafter "GRANTOR") (said pipes referred to herein as the "Facilities"). GRANTEE also agrees to provide said construction plans to the Orlando Utilities Commission ("OUC") in advance for review. The Facilities shall be constructed substantially in accordance with the plans provided by GRANTEE to GRANTOR and OUC and upon completion of the construction of the Facilities, GRANTEE shall provide GRANTOR and OUC with an as-built survey depicting the location and depth of such Facilities.

(2) To construct, operate, and maintain stabilized ingress and egress within the granted easement for the purpose of the construction, operation, and maintenance of the Facilities.

(3) To clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal construction, operation, or maintenance of the Facilities and the stabilized roadway over the granted easement. GRANTEE shall be responsible, at GRANTEE's risk and expense, to maintain the easement area, including any Facilities, stabilized roadway or other improvements constructed by GRANTEE in good order and condition. During construction, GRANTEE will bury the Facilities at a depth provided by GRANTOR at a minimum cover of three (3) feet. At the conclusion of any construction, operation, replacement or maintenance activities by the GRANTEE within the granted easement, the GRANTEE will restore the Easement Area to a condition as good as the preexisting condition. The GRANTEE may not exercise any control over any lands outside the granted easement.

Subject to the terms and conditions set forth herein, GRANTOR and its successors and assigns shall retain all existing rights of title and possession. Subject to

the terms and conditions set forth herein, GRANTOR reserves the right to use the Easement Area for any lawful purposes that do not directly interfere with GRANTEE's acquired rights, including the right to use and enjoy the airspace above, the surface of the Easement Area and the subsurface of the Easement Area for development purposes which will not materially interfere with the GRANTEE'S easement rights granted herein or the safe construction, operation, use, maintenance or repair of the Facilities. GRANTOR's reserved rights shall expressly include, but are not limited to, the following:

- (a) The right to use, and the ingress and egress to use, and enjoy the surface of the Easement Area, the subsurface of the Easement Area and the airspace above the Easement Area for any purposes which do not materially interfere with the easement rights granted herein to GRANTEE.
- (b) The right of suitable access across the Easement Area for ingress to and egress from adjacent properties.
- (c) The right to enclose the Easement Area by fence, subject to the GRANTEE's right of ingress and egress related to the easement granted hereunder to the GRANTEE.
- (d) The right to construct roadways, driveways, walkways, sidewalks, parking lots, transportation facilities (including, without limitation, proposed rail lines and a rail station contemplated for the site) or other uses where paving or concrete are necessary for such uses not otherwise prohibited herein, underground utilities installed perpendicular and/or parallel to the Facilities within the Easement Area, landscaping, irrigation and improvements as may be necessary for GRANTOR's development and enjoyment of GRANTOR's property; provided that GRANTOR shall coordinate with GRANTEE as provided below to minimize conflicts with the Facilities, including the planned third pipeline construction area, if that pipeline has not yet been constructed; and further provided that GRANTOR may not create or maintain any reservoir or water impoundment, maintain any deep-rooted trees, construct nor permit to be constructed any building or structure on the surface of the Easement Area which would materially interfere with GRANTEE's easement rights or the safe operation, maintenance or repair of the Facilities.
- (e) The right to grant easements to third parties for facilities to be located on, through, over, across and/or under the Easement Area, provided said facilities do not materially interfere with GRANTEE's easement rights granted herein including, but not limited to, Orlando Utilities Commission water lines and facilities, provided that GRANTOR coordinates with GRANTEE to verify that such easement will not interfere with GRANTEE's facilities.

GRANTEE will cooperate in good faith with GRANTOR in connection with future planning, development and construction within the Easement Area. Without limiting the foregoing, either upon GRANTOR's request or at GRANTEE's option, GRANTEE shall provide a prior written determination whether any particular exercise of the right to use the Easement Area may materially interfere with the safe exercise of GRANTEE's rights, which determination shall not be arbitrarily or unreasonably withheld, delayed or conditioned.

This Easement Agreement is subject to all federal laws and requirements of the Federal Aviation Administration ("FAA") and all work by GRANTEE or its contractors within the Easement Area shall be in compliance with the requirements of all Federal Aviation Regulations, including, without limitation, 14 CFR Part 77 relating to obstructions to navigable airspace. GRANTEE shall also coordinate with GRANTOR with respect to any work by GRANTEE or its contractors within the Easement Area which requires the use of equipment (such as cranes) or materials that may exceed 45 feet in height or which may interfere with Airport aviation operations and/or the flight, visibility or instrumentation of aircraft using the Airport or which may otherwise interfere with the safe and efficient operation of the Airport.

It is expressly provided that when the pipelines constructed hereunder shall be permanently removed from the premises, the easement granted herein shall become null and void and all rights, title and interest shall revert to GRANTOR or its successor(s) in interest.

The rights, benefits, burdens and obligations acquired or assumed by GRANTEE and GRANTOR herein shall inure to, bind and oblige respectively GRANTOR and GRANTEE, and their respective successors and assigns.

GRANTEE agrees to defend, indemnify and hold harmless GRANTOR, and GRANTOR's officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its 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.

GRANTEE acknowledges that existing OUC utility facilities and related improvements are located within the Easement Area. GRANTEE therefore makes the following assurances as to OUC:

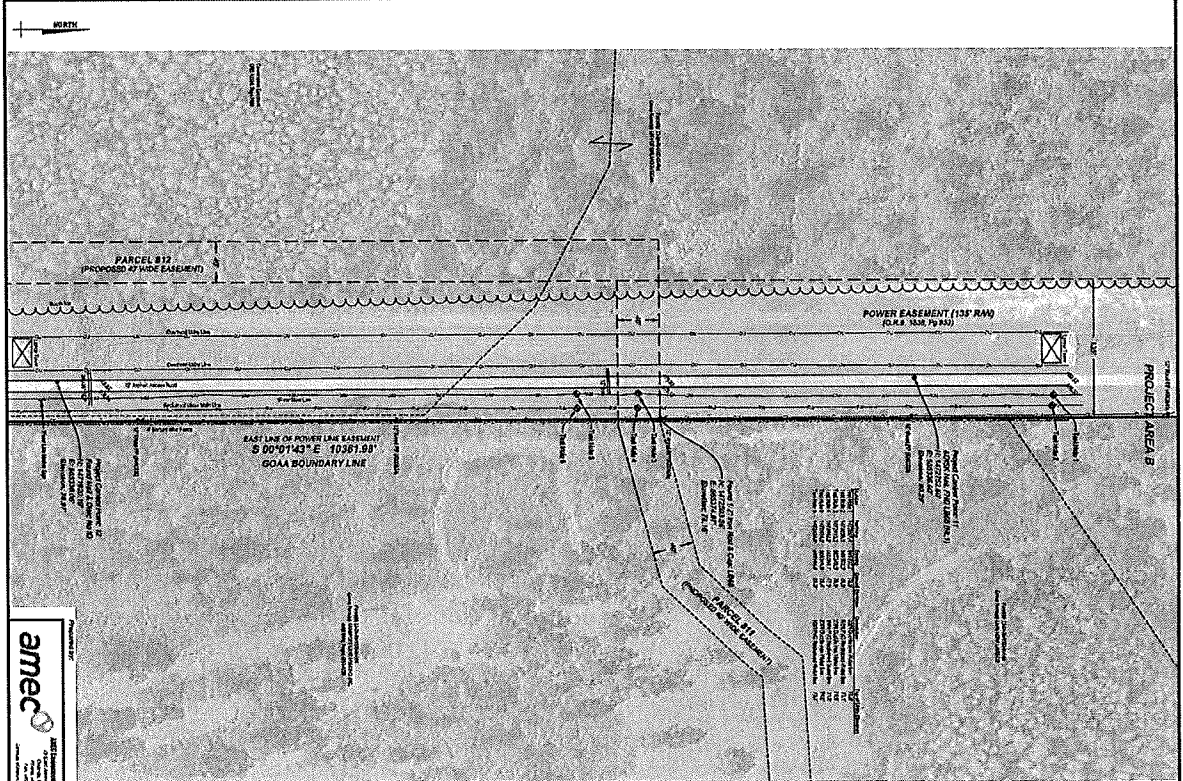
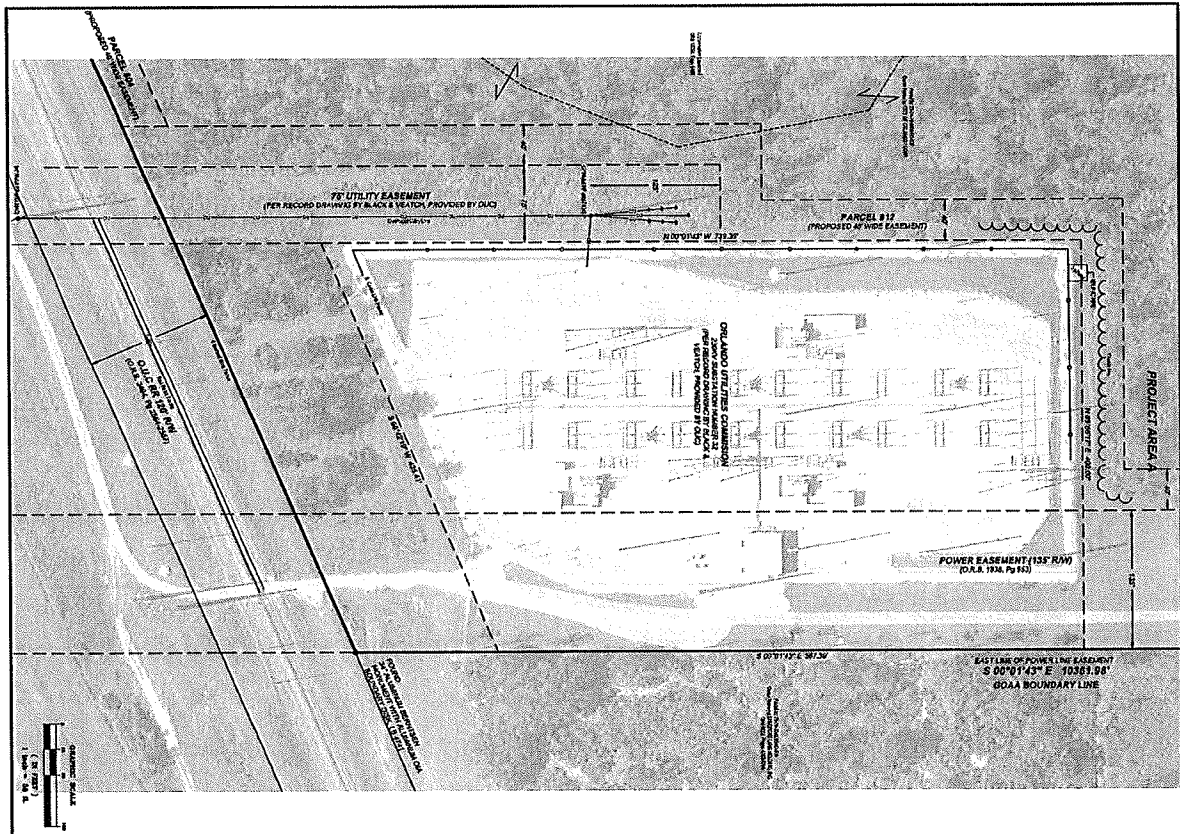
- (a) GRANTEE agrees to design its Facilities to avoid existing OUC utility facilities. Specifically, GRANTEE will coordinate with OUC any crossing of existing OUC facilities located at the northeast corner of Parcel 812, as illustrated in the survey attached hereto as Exhibit "A." GRANTEE further

agrees construct its Facilities in accordance with all required state and local laws, rules, and regulations, including any required separation distance between existing and future pipes or other facilities.

- (b) GRANTEE assures that the proposed construction and operation of the Facilities will avoid any OUC spillway(s) located adjacent to or within the Easement Area. GRANTEE agrees that if OUC's spillway(s) is damaged during construction, GRANTEE or its agents or contractors will immediately repair the spillway(s) and return the spillway(s) to its original or better condition.
- (c) GRANTEE agrees to defend, indemnify and hold harmless OUC and OUC's officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from GRANTEE'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.

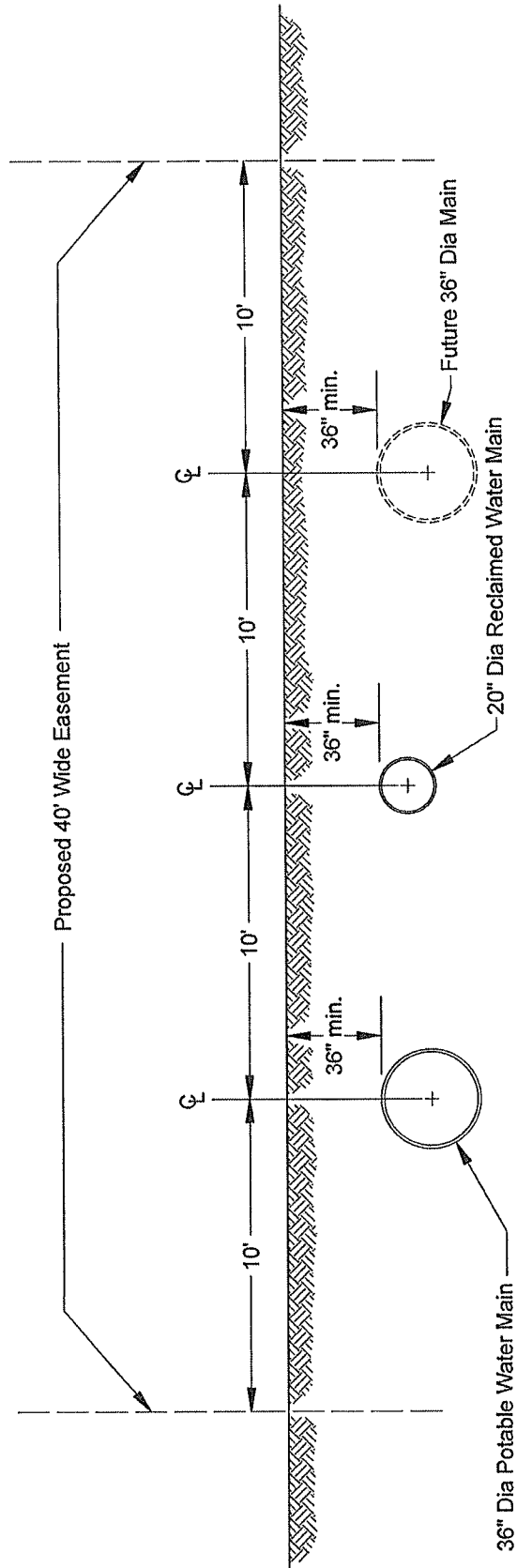
Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, GRANTEE acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. GRANTEE agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440. GRANTEE shall provide an affidavit or Certificate of Insurance evidencing self-insurance commercial insurance or up to sovereign immunity limits, which the GRANTEE agrees to find acceptable for the coverage mentioned above.

GRANTEE shall require all contractors performing work within the easement area 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. GRANTEE shall require all contractors performing work within the easement area to provide an affidavit or Certificate of Insurance evidencing the coverages required herein and reflecting GRANTOR as additional insureds as their interests appear.



<p>amc</p>	<p>Drawn by: <b>David L. Lyle</b>        Title: <b>Map of Specific Purpose Survey</b>        Project: <b>OCU SSA-ESA WATER AND RECLAIMED WATER MAINS</b>        Parcel: <b>PARCEL 812</b>        Date: <b>08/24/2014</b></p>	<p>County: <b>Orange County, Florida</b>        Field Book: <b>1258 (25-30)</b>        Date: <b>08/24/2014</b>        Drawn by: <b>DL</b>        Checked by: <b>CRG</b></p>	<p>Draw Date: <b>08/24/2014</b>        Photo Date: <b>2011</b>        Drawn by: <b>DL</b>        Checked by: <b>CRG</b></p>	<p>Revision: <b>1</b>        Date: <b>08/24/2014</b></p>	<p>Revision: <b>2</b>        Date: <b>08/24/2014</b></p>	<p>Revision: <b>3</b>        Date: <b>08/24/2014</b></p>	<p>Revision: <b>4</b>        Date: <b>08/24/2014</b></p>	<p>Revision: <b>5</b>        Date: <b>08/24/2014</b></p>	<p>Requested by: <b>ORANGE COUNTY UTILITIES DEPARTMENT ENGINEERING DIVISION</b>        Date: <b>08/24/2014</b></p>
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EXHIBIT A



SECTION - TYPICAL  
City of Orlando / GOAA Easement  
South Service Area / East Service Area 36" Water Main & 20" Reclaimed Water Main Project  
Scale: 1" = 5'

August 6, 2015

Exhibit B  
Parcel 812  
Seq# 39265

Typical Construction Detail City of Orlando / GOAA Parcel 812 Easement  
South Service Area / East Service Area 36" Water Main & 20" Reclaimed Water Main Project

O:\Eng\Project Administration\STAFF\Randyn\_Project\migs\Work\Gary Morris\City of Orlando\_GOAA\_Parcel 812\_Front 08-06-2015\City of Orlando\_GOAA\_Parcel 812\_East 08-06-2015, 8/8/2015

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PARCEL: 812**  
**ESTATE: PERPETUAL EASEMENT**  
**PURPOSE: WATER LINE**

**PARCEL 812 DESCRIPTION:**

A 40.00 feet wide parcel of land lying in Section 23 & 26, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Tract A, according to plat of LAKE NONA BOULEVARD FIRST ADDITION, as recorded in Plat Book 67, Pages 8 and 9, of the Public Records of Orange County, Florida; thence S 66°42'19" W along the Northerly right-of-way line of an Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3494, Pages 2564-2567, of the Public Records of Orange County, Florida, 722.05 feet to the East line of a 135.00 foot wide City of Orlando Power Line Easement, as recorded in Official Records Book 1838, Pages 953-959 of said Public Records, said line also being the Westerly line of lands described in official records book 9552, Pages 4293-4299; thence N 00°01'43" W along said East line, 2081.88 feet to the Northwest corner of lands described in official records book 9552, Pages 4293-4299, said point also being the POINT OF BEGINNING; thence S 00°01'43" E along said East line, a distance of 40.00 feet; thence S 89°58'17" W, a distance of 135.00 feet to the West line of aforementioned 135.00 foot wide City of Orlando Power Line Easement; thence S 00°01'43" E along West line of said power line easement, a distance of 1333.05 feet; thence departing said West line S 89°58'17" W, a distance of 265.00 feet; thence S 00°01'43" E, a distance of 350.84 feet; thence S 89°58'17" W, a distance of 75.00 feet; thence S 00°01'43" E, a distance of 562.22 feet to aforementioned Northerly Railroad Right of Way line; thence S 66°42'19" W along said Northerly right of way line, a distance of 43.54 feet to a point lying S 66°42'19" W, 560.59 feet from the westerly line of lands described in official records book 9552, Pages 4293-4299; thence departing said Northerly right of way line N 00°01'43" W, a distance of 619.42 feet; thence N 89°58'17" E, a distance of 75.00 feet; thence N 00°01'43" W, a distance of 350.84 feet; thence N 89°58'17" E, a distance of 265.00 feet; thence N 00°01'43" W, a distance of 1333.05 feet; thence N 89°58'17" E, a distance of 40.00 feet to the West line of aforementioned 135.00 foot wide City of Orlando Power Line Easement; thence continue N 89°58'17" E, a distance of 135.00 feet to the East line of a 135.00 foot wide City of Orlando Power Line Easement and the POINT OF BEGINNING.

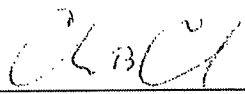
Containing 2.543 acres, more or less.

**Surveyor's Notes:**

1. This Sketch of Description is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. This Sketch of Description has been prepared without the benefit of a title report or abstract and may not reflect all pertinent matters of record, such as easements, ownerships or other instruments of record. Ownership information shown hereon is based upon data provided by the Orange County Property Appraiser Office.
3. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983/1990 Adjustment, with the grid bearing of the East line of a 135.00 foot wide City of Orlando Power Line Easement, as recorded in Official Records Book 1838, Pages 953-959 of said Public Records being N00°01'43"W.
4. The delineation of lands shown hereon is at the client's request.
5. This Sketch of Description is certified to Orange County Utilities Engineering Division.


**LEGEND**

RW      = RIGHT OF WAY  
PCB      = POINT OF BEGINNING  
POC      = POINT OF COMMENCEMENT  
ORB      = OFFICIAL RECORDS BOOK  
PG       = PAGE  
27-24-30      = SECTION - TOWNSHIP - RANGE  
OUC       = ORLANDO UTILITIES COMMISSION  
GOAA      = GREATER ORLANDO AVIATION AUTHORITY  
RR       = RAILROAD

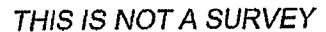
  
CHARLES B. GARDINER  
Florida Professional Surveyor and Mapper  
License No. LS 5046

**THIS IS NOT A SURVEY**

<b>PROJECT TITLE:</b> <b>SSA-ESA Water and Reclaimed Water Mains</b> <b>Sketch of Description</b> <b>Parcel 812 Easement</b>		<b>REVISION</b>	
DATE	BY	DESCRIPTION	
2/17/2015	MR	MODIFIED EASEMENT CONFIGURATION	
<b>DRAWN BY:</b> A.D.W. <b>DATE:</b> 01/15/2013		<b>CHKD. BY:</b> C.B.G. <b>DATE:</b> 01/15/2013	
<b>JOB No.</b> 6374.14.0754	<b>SCALE:</b> N/A	<b>SHT.</b> 1 OF 2	
<b>DRAWING NAME:</b> OUC SSA ESA Water Mains.dwg			

  
**AMEC Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576  
Certificate of Authorization Number LB-0007932

6/2/2015 11:11:32 AM, I:\L1\SSA-SSA Parcels 804 8LVAutoCAD Lvl1 50 20150205.dwg, 2/23/2015 11:11:32 AM, 1:1



**amec**

Certificate of Authorization Number LB-0007932

DRAWING NAME: QUC SSA ESA Water Mains.dwg