

January \_\_, 2016  
This instrument prepared by  
Christopher C. Brockman, Esquire  
Holland & Knight LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, FL 32801

---

PARCEL NO. 253.1 AND 812.1  
SECTION 75280  
F.P. NO. 242484.4  
STATE ROAD 400 (I-4)  
COUNTY ORANGE

**This easement constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.**

#### **AMENDMENT TO EASEMENT AGREEMENT**

This **AMENDMENT TO EASEMENT AGREEMENT** is made by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation of the State of Florida (the "City"), whose address is 400 South Orange Avenue, Orlando, Florida 32801, and the **ORLANDO UTILITIES COMMISSION**, a statutory commission of the City of Orlando, under the laws of the State of Florida, whose address is 100 W. Anderson Street, Orlando, Florida 32801 ("OUC") (City and OUC collectively referred to hereinafter as "Grantor"), and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida ("Department"), whose address is 719 South Woodland Boulevard, DeLand, Florida 32724 ("Grantee").

#### **RECITALS:**

Grantor is the owner of certain property in Orange County, Florida, commonly identified as the OUC America Substation #10, which is improved with an electrical power substation located at the northwesterly corner of Sylvia Lane and America Street in Orlando, Florida (the "OUC Substation") which provides power for a substantial portion of Downtown Orlando. Grantee's construction of certain interchange bridges and appurtenant improvements to the interchange at the intersection of S.R. 408 and I-4 will cross above portions of the OUC Substation. Pursuant to that certain Easement Agreement ("Easement Agreement"), recorded as Instrument Number 20070808336 and in Book 09536, at Pages 0186 through 0225 in the Comptroller's Office of Orange County, Florida, Grantor granted to Grantee an Air Rights Easement and a Construction/Maintenance Easement, as more fully described in the Easement Agreement, subject to certain conditions set forth therein. In order to address an unforeseen site condition, Grantee has requested and Grantor has agreed to make a revision to condition B.7 applicable to Ramp AB set forth in Exhibit "G-5" of the Easement Agreement.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00), the mutual covenants set forth herein and in the Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1.     **Recitals Incorporated:**     The foregoing recitals are true and correct and are incorporated by reference herein.

2.     **Amendment to Condition:**     Condition B.7 within Exhibit “G-5” of the Easement Agreement is hereby amended to add the following:

Specific to Bridge 225 Pier 12, no underground foundations for any pier improvements shall be located within 2 feet plan-view/horizontal clearance or 2.5 feet elevations/vertical clearance of any OUC underground transmission or distribution lines/facilities; situations requiring the use of minimum clearance values will be reviewed in FDOT/OUC technical meetings on a case-by-case basis. Grantee shall provide at least 3 days prior written notice to OUC of any underground work contemplated so that OUC can assure that its underground facilities, wires, structures and other property will not be damaged and to assure that any structures or facilities constructed or installed by Grantee shall be a safe distance as noted herein from OUC facilities, wires, structures and other property.

3.     **No Other Modifications.** Except as modified by this Amendment, all provisions of the Easement Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Grantor and Grantee have caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of: Two witnesses  
as required by Florida law

**GRANTOR:**  
**CITY OF ORLANDO, FLORIDA**

\_\_\_\_\_  
Witness Signature Line

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

\_\_\_\_\_  
Witness Signature Line

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY  
For use and reliance of the City of Orlando,  
Florida only.

\_\_\_\_\_, 2016

By: \_\_\_\_\_  
City Attorney  
Orlando, Florida  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE me personally appeared \_\_\_\_\_, who is personally known to me, and \_\_\_\_\_, who is personally known to me, and who executed the foregoing as Mayor/Mayor Pro Tem and City Clerk of City of Orlando and that the seal affixed to the foregoing instrument is the seal of said City and the said instrument is the free act and deed of said City.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

[Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of: Two witnesses  
as required by Florida law

**ORLANDO UTILITIES COMMISSION,**  
a statutory commission under the laws of  
the State of Florida

\_\_\_\_\_  
Witness Signature Line  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
General Manager and CEO

\_\_\_\_\_  
Witness Signature Line  
Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Assistant Secretary  
(SEAL)

APPROVED AS TO FORM AND LEGALITY  
For use and reliance of the  
Orlando Utilities Commission only.

\_\_\_\_\_, 2016

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE me personally appeared \_\_\_\_\_, who is personally known to  
me, and \_\_\_\_\_, who is personally known to me, and who executed  
the foregoing as General Manager and CEO and \_\_\_\_\_ of  
Orlando Utilities Commission and that the seal affixed to the foregoing instrument is the seal of  
said Utility and the said instrument is the free act and deed of said Utility.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, A.D.  
2016.

[Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**GRANTEE:  
STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION**

\_\_\_\_\_  
Witness Signature Line  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature Line  
Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ for District Five of the Department of Transportation. Said person is personally known to me or has produced \_\_\_\_\_ identification.

[Seal]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_