



ORLANDO UTILITIES COMMISSION
UTILITY EASEMENT

(Grand Avenue Primary Learning Center WR#745654)

THIS UTILITY EASEMENT, made and entered into this _____ day of _____, 2021 by and between CITY OF ORLANDO, a municipality, duly enacted under the laws of the State of Florida, and having its principal place of business at 400 South Orange Avenue, Orlando, Florida 32802, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, (“OUC,”) of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, for the use and benefit of the ORLANDO UTILITIES COMMISSION, hereinafter collectively the GRANTEE.

WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to the GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell, convey and warrant to the GRANTEE, its respective successors, agents and assigns, lessees and tenants, a non-exclusive easement in perpetuity for the purpose of providing, conveying, distributing, carrying or transmitting electric power or other power, together with the right, privilege and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild pipes, poles, wires, cables, mains, conduits, equipment and all other facilities, improvements and/or accessories necessary and/or desirable in connection therewith (all of said items being hereinafter collectively referred to as the "Facilities"), which Facilities will be located on, through, over, across and/or under the following specific non-exclusive “Easement Area” within GRANTOR’S premises, situated in the County of Orange and State of Florida, to-wit:

See Legal Description of Easement Area attached hereto as Exhibit “A”.

GRANTOR hereby covenants that no buildings, structures or other obstructions or obstacles shall be located, constructed, excavated or created within the Easement Area, except that GRANTOR reserves and retains for itself, its successors and assigns, the right to curb, pave, stripe, fence and landscape the Easement Area (excluding portions of the Easement Area containing pad mounted Facilities), and to utilize the same as parking area or otherwise in a manner not inconsistent with the rights herein granted to the GRANTEE. If fences and/or landscaping are located within the Easement Area, they shall be placed so as to allow ready access to the Facilities and provide a working space of at least twelve feet (12’) on the opening side and three feet (3’) on the other sides of any pad mounted Facilities.

GRANTOR further covenants that as long as the Facilities are constructed within the Easement Area, if GRANTEE is requested by GRANTOR to relocate the Facilities outside of the Easement Area, GRANTOR and its successors, agents, or assigns, shall: (i) be responsible for any costs associated with such relocation or reconfiguration of the Facilities and (ii) provide to the GRANTEE a new easement at no cost whereupon the parties agree that this Agreement shall be terminated or amended; provided, however, any new easement executed pursuant to this paragraph shall otherwise contain the same terms and conditions provided hereunder.

The rights herein granted to the GRANTEE by the GRANTOR specifically include: (a) the right to cut, clear and remove from the GRANTOR'S premises, any trees, limbs, undergrowth or other physical objects or obstructions which, in the reasonable judgement of GRANTEE based on prudent utility practices, may endanger or interfere with the safe and efficient installation, use, operation or maintenance of the Facilities attached thereto; (b) the right to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate and rebuild the Facilities; (c) the reasonable right of ingress and egress to, over and under the GRANTOR'S premises for the purpose of exercising the rights herein granted, subject to GRANTOR'S approval as to the manner of said ingress and egress; and (d) the right to remove at any time any of said Facilities erected upon, under or over the GRANTOR'S premises.

GRANTOR covenants that it is the owner in fee simple of the premises in which the Facilities are located, and that GRANTOR has the right to grant the approvals, privileges and easements stated herein, and further covenants that the GRANTEE shall have quiet and peaceful possession, use and enjoyment of the rights herein granted. GRANTOR covenants not to unreasonably interfere with the Facilities. Due to GRANTOR'S status as the fee simple owner of the Easement Area, this Easement also operates as a restrictive covenant for the benefit of GRANTOR and OUC, restricting use of the Easement Area as described herein.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the GRANTOR has caused these presents to be executed in its name on the day and year first above written.

CITY OF ORLANDO
a municipality, duly enacted under the laws of the State of Florida

By: _____
Mayor/Mayor Pro Tem
Date: _____

Attest:

Stephanie Herdocia, City Clerk

Signature of Witness
Print Name: _____

Signature of Witness
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021 by _____ as Mayor/Mayor Pro Tem, and Stephanie Herdocia, as City Clerk, of CITY OF ORLANDO, a municipality, duly enacted under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification.

(Notarial Seal)

Notary Public (sign)

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GRAND STREET AND THE EAST RIGHT OF WAY LINE OF S. LEE AVENUE; THENCE SOUTH 00°14'31" EAST ALONG THE EAST RIGHT OF WAY LINE OF S. LEE AVENUE, A DISTANCE OF 450.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'29" EAST, DEPARTING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH 00°14'31" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 89°45'29" EAST, A DISTANCE OF 69.15 FEET; THENCE NORTH 00°14'31" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 89°45'29" EAST, A DISTANCE OF 21.00 FEET; THENCE SOUTH 00°14'31" EAST, A DISTANCE OF 16.00 FEET; THENCE SOUTH 89°45'29" WEST, A DISTANCE OF 21.00 FEET; THENCE NORTH 00°14'31" WEST, A DISTANCE OF 4.00 FEET; THENCE SOUTH 89°45'29" WEST, A DISTANCE OF 69.15 FEET; THENCE SOUTH 00°14'31" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89°45'29" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00°14'31" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINING 1,039± SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. A TITLE COMMITMENT WAS NOT REVIEWED FOR THIS SKETCH.
3. LANDS SHOWN HEREON WERE NOT RESEARCHED BY THIS FIRM FOR MATTERS SUCH AS OWNERSHIP, EASEMENTS, RIGHT OF WAY OR OTHER MATTERS IN THE PUBLIC RECORDS THAT MAY AFFECT THESE LANDS.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
5. GRAPHIC SYMBOLS SHOWN HEREON MAY NOT BE TO SCALE.
6. THE DELINEATION OF LANDS SHOWN HEREON IS AT THE CLIENT'S REQUEST.
7. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE ONE.

This Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This Legal Description was prepared in accordance with the Standards of Practice as contained in Chapter 5J-17, Florida Administrative Code, pursuant to Florida Statute 472.

Genel J. Sturgeon, PSM
Florida Surveyor and Mapper LS 5866
Barnes Ferland and Associates LB 7774

Date

NOTE: THIS IS NOT A BOUNDARY SURVEY

Plot Date: Mar 25, 2021 9:57am Filename: F:\CIVIL\PROJECTS\2018\2018-41 Borrelli Partners Orlando Grand Ave Comm Ct\9.0 Survey\9.6 Drawings\2018-41 UTIL EASE.dwg Tech: mcrowell



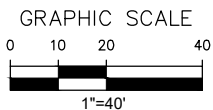
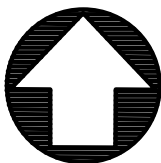
SKETCH OF DESCRIPTION
UTILITY EASEMENT
SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST

SHEET
1 OF 2

SKETCH OF DESCRIPTION

LEGEND

- CM - CONCRETE MONUMENT
- ID - IDENTIFICATION
- IRC - IRON REBAR & CAP
- IR - IRON ROD
- IP - IRON PIPE
- IPC - IRON PIPE AND CAP
- R/W - RIGHT-OF-WAY
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE
- PC - POINT OF CURVATURE
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- R - RADIUS
- L - ARC LENGTH
- Δ - DELTA
- CB - CHORD BEARING
- C - CHORD LENGTH
- PB - PLAT BOOK
- SF - SQUARE FEET



GRAND AVENUE (PLAT)(60' R/W)

SOUTH R/W LINE GRAND STREET

POINT OF COMMENCEMENT

INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GRAND STREET AND THE EAST RIGHT OF WAY LINE OF S LEE AVENUE

INDIANA STREET (SIGN)(60' R/W)

LEE AVENUE (SIGN)(60' R/W)

450.51'

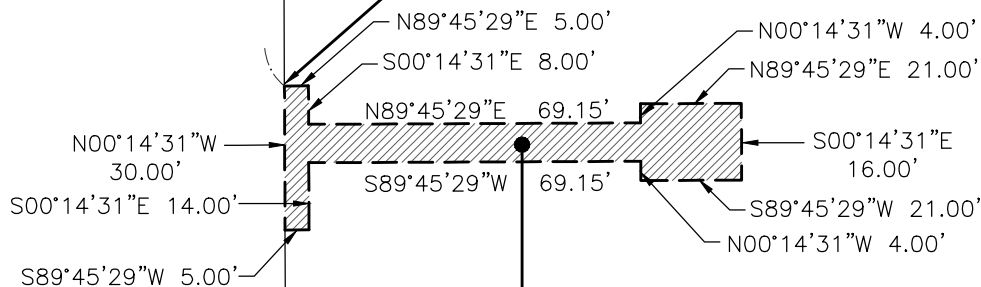
S00°14'31"E

EAST R/W LINE S. LEE AVENUE

GRAND AVENUE PRIMARY
LEARNING CENTER
PARCEL ID# 35-22-29-6324-00-210

ORLANDO FARM & TRUCK
COMPANY SUBDIVISION
LOTS 21-33 & 46-58
(PLAT BOOK F, PAGE 119)

POINT OF BEGINNING



**UTILITY EASEMENT
(1,039± S.F.)**

PARCEL ID#
35-22-29-6324-00-210

NOTE: THIS IS NOT A BOUNDARY SURVEY

Plot Date: Mar 25, 2021 9:58am File Name: F:\CIVIL\PROJECTS\2018\2018-41 Borrelli Partners Orlando Grand Ave Comm Ct\9.0 Survey\9.6 Drawings\2018-41 UTIL EASE.dwg

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.
1230 E. Hillcrest Street, Orlando, FL 32803
TEL: (407) 896-9000 FAX: (407) 896-1234
CERTIFICATE OF AUTHORIZATION: LB7774

SKETCH OF DESCRIPTION
UTILITY EASEMENT
SECTION 35, TOWNSHIP 22 SOUTH, RANGE 29 EAST

SHEET
2 OF 2