

**This Document prepared by and return to:**

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FIRST AMENDMENT  
ORLANDO UTILITIES COMMISSION  
UTILITY EASEMENT  
(Mills Park – Electric Easement)

**THIS FIRST AMENDMENT TO UTILITY EASEMENT** (this “First Amendment”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between CRP II - MILLS PARK, LLC, a Florida limited liability company, whose address is 102 W. Whiting Street, Suite 600, Tampa, Florida 33602, hereinafter the GRANTOR, and the ORLANDO UTILITIES COMMISSION, a Florida statutory commission created as a part of the City of Orlando, Florida, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”), 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 (“CITY”), (collectively the CITY and OUC shall hereinafter be referred to as the “GRANTEE”) (the words “Grantor” and “Grantee” to include their respective heirs, legal representatives, successors and assigns where the context requires or permits).

**WHEREAS**, Grantor granted to Grantee that certain Electrical Utility Easement dated May 21, 2013, and recorded in Official Records Book 10574, Page 8154, of the Public Records of Orange County, Florida (“**Original Easement**”); and

**WHEREAS**, Grantor and Grantee desire to amend the Original Easement to correct the description of the Easement Area (as defined in the Original Easement)

**NOW, THEREFORE**, in consideration of the agreements set forth herein and for other good and valuable consideration Grantor and Grantee agree as follows:

1. The above recitals are true and correct.
2. The Original Easement is hereby amended to replace **Exhibit “A”** to the Original Easement with **Exhibit “A”** attached to this First Amendment in order to accurately reflect the location of the Facilities.
3. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Original Easement.
4. Insofar as the specific terms and provisions of this First Amendment purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of the Original Easement, the terms, provisions and exhibits of this First Amendment shall govern and control; in all other respects, the terms, provisions and exhibits of the Original Easement shall remain unmodified and in full force and effect.
5. This First Amendment is incorporated into and made a part of the Original Easement and all

references to the Original Easement hereinafter shall include this First Amendment.

6. Except as amended hereby, the Original Easement shall continue in full force and effect and unchanged. Grantor and Grantee hereto hereby ratify the Original Easement, as amended by this First Amendment.
7. This First Amendment shall be governed by and construed under the laws of the State of Florida.
8. This First Amendment may be executed in one or more counterparts, all of which original counterparts shall together constitute a single original document.
9. The City's consent herein does not operate to impose any obligation or liability upon the City whatsoever. OUC shall indemnify and hold the City of Orlando harmless against all costs and liability associated with any claim against the City and arising out of the Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**GRANTOR:**

CRP II - MILLS PARK, LLC,  
a Florida limited liability company

By: CRP II Partners, LLC, a Delaware  
limited liability company  
Manager

By: [Signature]  
Robert Moreyra, President

(CORPORATE SEAL)

WITNESS: Katie Hill

Print Name: Katie Hill

WITNESS: Anthony Littlejohn

Print Name: Anthony Littlejohn

STATE OF Florida  
COUNTY OF Hillsborough

The forgoing instrument was acknowledged before me this 4 day of August 2014, by Robert Moreyra, as the President of CRP II Partners, LLC, a Delaware limited liability company, as Manager of CRP - II MILLS PARK, LLC, a Florida limited liability company, on behalf of said company. He/She personally appeared before me, is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

[Signature]  
Notary Public  
Print Name: Sara E Delaney  
Commission Expires: 6-5-17

Signed, sealed and delivered  
in the presence of:

*Richard H. Parker Jr.*  
(sign)

Print Name: RICHARD H. PARKER JR.

*Joseph T. Bowers*  
(sign)

Print Name: JOSEPH T. BOWERS  
As to Orlando Utilities Commission

ORLANDO UTILITIES COMMISSION

By: *Kenneth P. Ksionek*  
KENNETH P. KSIONEK  
General Manager & CEO

Attest: *Elizabeth M. Mason*  
ELIZABETH M. MASON  
Assistant Secretary

(COMMISSION SEAL)

Approved by OUC as to Form  
Other than Legal Description

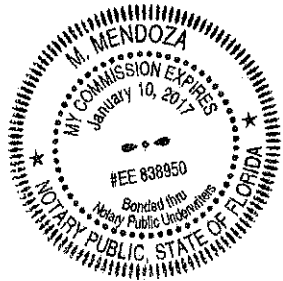
*John P. Cantelero*  
Attorney

STATE OF FLORIDA)  
: SS  
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared KENNETH P. KSIONEK and ELIZABETH M. MASON respectively, General Manager & CEO and Assistant Secretary of the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing instrument on behalf of said ORLANDO UTILITIES COMMISSION, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of ORLANDO UTILITIES COMMISSION is duly affixed thereto and the instrument is the act and deed of said Commission.

WITNESS my hand and official seal in the county and state last aforesaid this 25<sup>th</sup> day of September 2014.

(Notarial Seal)



*M. Mendoza*  
Notary Public (sign)  
Print Name:  
State of Florida  
My Commission Expires:

Signed, sealed and delivered in the presence  
of the following witnesses:

**THE CITY OF ORLANDO,**  
a municipal corporation existing  
under the laws of the State of Florida:

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

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

\_\_\_\_\_  
Printed Name of Witness

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

\_\_\_\_\_  
Printed Name of Witness

(MUNCIPAL SEAL)

ATTEST:

By: \_\_\_\_\_  
Alana C. Brenner, City Clerk

Approved for form and legality for use and  
reliance of the City of Orlando, Florida:

\_\_\_\_\_  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ and Alana C. Brenner respectively, the Mayor/Mayor Pro Tem & City Clerk of the CITY OF ORLANDO, a municipal corporation existing under the laws of the State of Florida, to me known to be the individuals and officers described herein and who executed the foregoing instrument on behalf of said CITY OF ORLANDO and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of CITY OF ORLANDO is duly affixed thereto and the instrument is the act and deed of said City.

NOTARY PUBLIC:

Sign: \_\_\_\_\_

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

State of Florida at Large (Seal)

My Commission Expires:

**Exhibit "A"**

Legal Description of Easement Area

SEE ATTACHED

# SKETCH OF DESCRIPTION

PROJECT: MILLS PARK  
PURPOSE: LOT 2 UTILITY EASEMENT

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 2

## DESCRIPTION:

A 10 FOOT EASEMENT, BEING A PORTION OF LOT 2, MILLS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 79, PAGES 52 THROUGH 53, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

### CENTERLINE DESCRIPTION No. 1:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 2 OF MILLS PARK; THENCE RUN N89°11'41"W ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 250.41 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN S00°00'00"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 9.50 FEET TO THE POINT OF BEGINNING No. 1; THENCE RUN S89°11'41"E, A DISTANCE OF 104.49 FEET; THENCE RUN S51°20'03"E, A DISTANCE OF 16.07 FEET; THENCE RUN S01°22'27"E, A DISTANCE OF 157.43 FEET; THENCE RUN S00°01'36"W, A DISTANCE OF 221.53 FEET; THENCE RUN S29°32'30"W, A DISTANCE OF 92.70 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2 AND THE POINT OF TERMINUS.

### TOGETHER WITH THE FOLLOWING CENTERLINE DESCRIPTION No. 2:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF THE AFORESAID PLAT OF MILLS PARK; THENCE RUN N00°00'00"E ALONG THE WEST LINE OF LOT 2 OF SAID PLAT OF MILLS PARK, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING No. 2; THENCE RUN S89°07'06"E, A DISTANCE OF 37.68 FEET; THENCE RUN N01°10'21"W, A DISTANCE OF 187.92 FEET; THENCE RUN S90°00'00"E, A DISTANCE OF 9.00 FEET TO THE POINT OF TERMINUS.

### TOGETHER WITH THE FOLLOWING CENTERLINE DESCRIPTION No. 3:

COMMENCE AT THE NORTHEAST CORNER OF LOT 2 OF SAID PLAT OF MILLS PARK; THENCE RUN S00°22'04"W ALONG THE EAST LINE OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF N MILLS AVENUE, A DISTANCE OF 884.06 FEET TO THE POINT OF BEGINNING No. 3; THENCE RUN N80°51'11"W, A DISTANCE OF 84.78 FEET; THENCE RUN N54°45'05"W, A DISTANCE OF 65.56 FEET; THENCE RUN N67°12'56"W, A DISTANCE OF 218.46 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 71.46 FEET; THENCE RUN S84°46'01"W, A DISTANCE OF 56.84 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 67.53 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 OF SAID PLAT OF MILLS PARK AND THE POINT OF TERMINUS.

### TOGETHER WITH THE FOLLOWING CENTERLINE DESCRIPTION No. 4

COMMENCE AT THE NORTHEAST CORNER OF LOT 2 OF SAID PLAT OF MILLS PARK; THENCE RUN S00°22'04"W ALONG THE EAST LINE OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF N MILLS AVENUE, A DISTANCE OF 1032.76 FEET TO THE POINT OF BEGINNING; THENCE RUN S18°24'45"W, A DISTANCE OF 75.06 FEET; THENCE RUN N00°22'04"E, A DISTANCE OF 131.38 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 225.79 FEET TO A TO A POINT HEREAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 75.61 FEET; THENCE RUN S00°00'00"E, A DISTANCE OF 213.84 FEET AND THE POINT OF TERMINUS. THENCE RETURN TO POINT "A" AND RUN N00°00'00"W, A DISTANCE OF 286.79 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF TERMINUS.

## SURVEYORS NOTES

1. Bearings based on the East R/W line of Brookhaven Drive as being N00°00'00"W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

SHANNON SURVEYING, INC.  
499 NORTH S.R. 434 - SUITE 2153  
ALTAMONTE SPRINGS, FLORIDA, 32714  
(407) 774-8372 LB # 6898

DATE OF SURVEY: 07/25/2014

DRAWN BY: BP SCALE: 1" = 200'

JAMES R. SHANNON JR., P.L.S. #4671

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

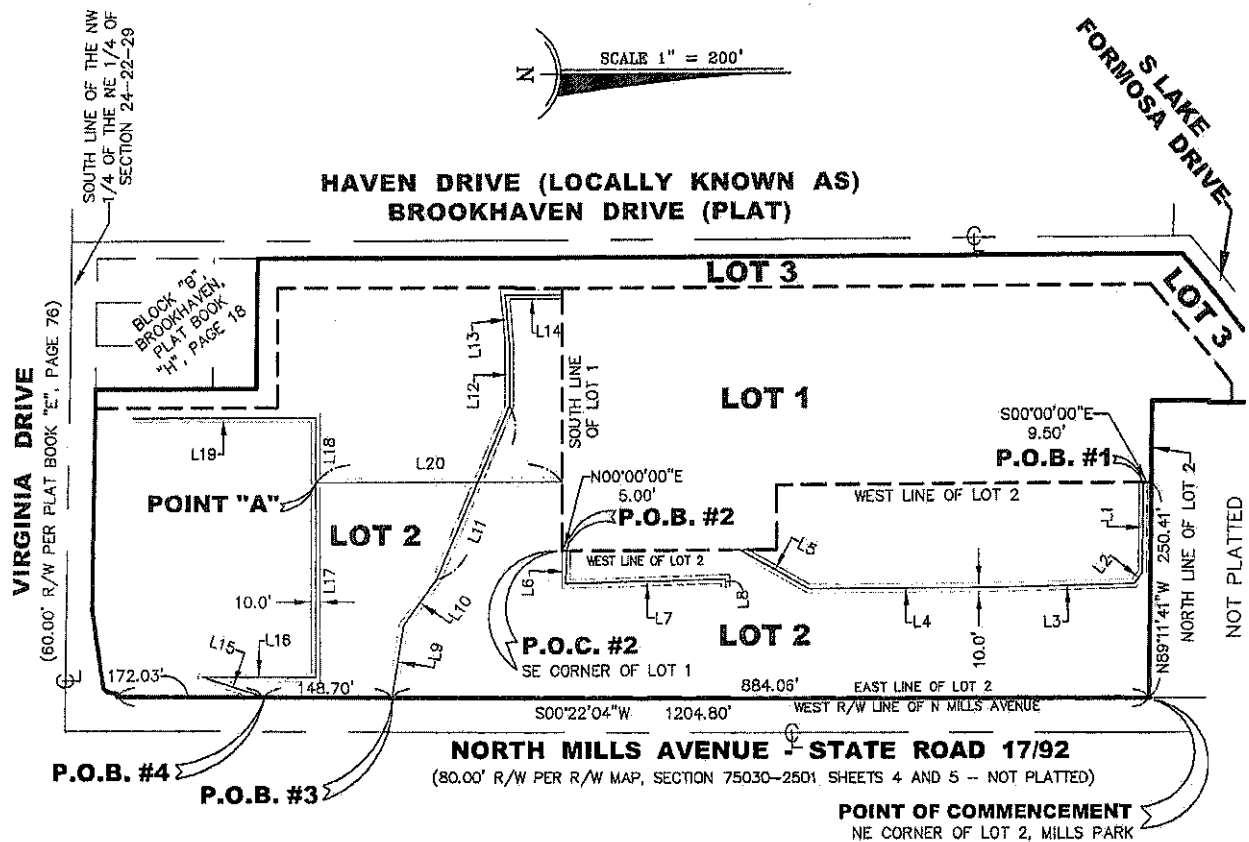
MILLS PARK LOT 2 ELECTRIC SKETCH

SHEET 1 OF 2

# SKETCH OF DESCRIPTION

PROJECT: MILLS PARK  
PURPOSE: LOT 2 UTILITY EASEMENT

THIS IS NOT A BOUNDARY SURVEY  
NOT VALID WITHOUT SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°11'41"E	104.49'
L2	S51°20'03"E	16.07'
L3	S01°22'27"E	157.43'
L4	S00°01'36"W	221.53'
L5	S29°32'30"W	92.70'
L6	S89°07'06"E	37.68'
L7	N01°10'21"W	187.92'
L8	S90°00'00"E	9.00'
L9	N80°51'11"W	84.78'

L10	N54°45'05"W	65.56'
L11	N67°12'56"W	218.46'
L12	N90°00'00"W	71.46'
L13	S84°46'01"W	56.84'
L14	N00°00'00"E	67.53'
L15	S18°24'45"W	75.06'
L16	N00°22'04"E	131.38'
L17	N90°00'00"W	225.79'
L18	N90°00'00"W	75.61'
L19	S00°00'00"E	213.84'
L20	N00°00'00"W	286.79'

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DATE OF SURVEY: 07/25/2014  
DRAWN BY: BP SCALE: 1" = 200'  
MILLS PARK LOT 2 ELECTRIC SKETCH  
SHEET 2 OF 2