

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

W. Christopher Browder, Esq.
Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Telephone: (407) 434-2167

Property Appraisers Parcel ID Number: 26-23-28-0000-00-012

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the CITY OF ORLANDO, whose address is 400 South Orange Avenue, Orlando, Florida 32801, a municipal corporation existing under the laws of the State of Florida, and the ORLANDO UTILITIES COMMISSION, whose address is 100 West Anderson Street, Orlando, Florida 32801, of the City of Orlando, (hereinafter collectively called "Grantor") holds fee simple title to that certain parcel of real property located in Orange County, Florida and legally described in Exhibit "A", attached hereto and made a part hereof (the "Grantor Parcel"); and

WHEREAS, Gonzalo Sepulveda Lozano (hereinafter "Property Owner", "Grantee") whose address is 5728 Bay Side Drive, Orlando, Florida 32819, is the current owner of fee simple title to that certain parcel of real property located adjacent and/or near to the Grantor Parcel and legally described in Exhibit "B", attached hereto and made a part hereof (the "Property Owner Parcel"); and

WHEREAS, in connection with the development of the Property Owner Parcel, Property Owner will undertake to construct an six (6) inch sanitary sewer improvement adjacent to and within Grantor Parcel; and

WHEREAS, Grantee has requested that an easement under the portion of the Grantor Parcel legally described in Exhibit "C", attached hereto and made a part hereof (the "Easement Parcel") for the construction and maintenance of the six (6) inch sanitary sewer line within the Easement Parcel; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and are incorporated herein by this reference as fully as if set forth herein verbatim.
2. **Easement. Grantor hereby grants to Property Owner a perpetual, non-exclusive** easement for the sanitary sewer purposed and facilities under the Easement Parcel as specifically described in Exhibit C together with a perpetual, non-exclusive easement for the construction, operation and maintenance of the facilities under the Easement Parcel to benefit of the Property Owner Parcel.
3. **Persons and Parcels Benefitted, Bound and/or Burdened.** All of the easement rights dedicated herein shall run to, and be exercisable by Grantee, its successors in interest to the Grantee's rights and obligations

regarding the utility and drainage improvements, and their contractors, agents and employees. Likewise, the easement rights herein dedicated shall run with, and burden, title to the Grantor Parcel.

4. Conditions of Easement.

(a) Grantee hereby agrees that it shall directionally bore the sanitary sewer line under the access driveway of Grantor's Southwest Water Treatment Plant. It will in no way hinder OUC's access to the water treatment plant at any time. GRANTEE covenants and agrees to repair any damage caused by Grantee and restore as nearly as practicable the surface of the land to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the aforesaid facilities of GRANTEE'S located in or on the easement described herein.

(b) Grantee hereby agrees that it shall not bring any type of waste, hazardous or otherwise toxic materials on to the Easement Parcel or store any hazardous waste or toxic materials on the Easement Parcel in excess of those amounts which are permitted as a small quantity generator status as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and applicable regulation promulgated with respect thereto.

(c) Grantee hereby agrees that Grantee shall conduct its operations on the Easement Parcel in accordance with applicable laws and permits, including any related to the safety of the public. In the event that a dangerous condition develops on the Easement Parcel, Grantor shall have the right to instruct Grantee to address any such dangerous conditions. As soon as is practicable, Grantee shall remove and/or address the dangerous condition.

5. **Grantor's Utility Drainage Reservation and Exception.** Grantor hereby reserves and excepts unto Grantor the right of Grantor to perpetually use the Easement Parcel for any legal purposes that do not prevent Grantee from utilizing easement rights and to accommodate stormwater retention needs of Grantor upon, over, under and across such pipe as may be constructed on the Easement Parcel.

Grantee shall not take any action without the prior written consent and approval of design by Grantor (including, without limitation, the construction, demolition, or alteration of any improvements or the alteration of the surface or subsurface of the Easement Parcel) that shall alter or modify the Grantor's facilities or impact the ability of Grantor to access, operate and maintain such facilities or drainage existing as of the Effective Date of this Agreement, from, to or over the adjacent Grantor real property so as to have an adverse effect on the adjacent real property of Grantor or its permits.

6. Miscellaneous.

(a) **Attorneys' Fees.** In the event of any litigation between the parties hereto (or their successors in interest as described herein) with respect to enforcement of rights under this Easement, the prevailing party in such action shall be entitled to recover all costs and expenses paid or incurred by such party in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceedings.

(b) **Construction.** Whenever the context of this Easement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(c) Captions. The captions at the beginning of the several paragraphs of this Easement are not a part of this Easement but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(d) Severability. If any provision of this Easement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Easement, the remainder of this Easement shall continue in full force and effect.

(e) Entire Agreement. This Easement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Easement shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

(f) Governing Law; Venue. All questions concerning the meaning, execution, construction, effect and validity of this Easement shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Easement shall be in the appropriate court in Orange County, Florida.

(g) No Obligation for City. The parties agree that the City of Orlando's execution of this document does not operate to impose any obligation or liability upon the City whatsoever. OUC shall indemnify and hold the City harmless against all costs and liability associated with this easement.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the 7th day of July, 2016.

GRANTOR

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

By: [Signature]
Kenneth P. Ksionek, General Manager
and Chief Executive Officer

Attest: [Signature]
Elizabeth M. Mason, Assistant Secretary

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: RICHARD H. PARKER JR.

[Signature]
Print Name: JOSEPH T. BOWERS

Approved as to Form and Legality only:

[Signature]
Wayne Morn
OUC Legal Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of July, 2016, by Kenneth P. Ksionek, as General Manager and Chief Executive Officer, and Elizabeth M. Mason, as Assistant Secretary, of **ORLANDO UTILITIES COMMISSION**, a statutory commission existing under the laws of the State of Florida, who are ☒ personally known to me or ☐ produced _____ as identification.



[Signature]
Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

GRANTOR

CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida

Print Name: _____

Print Name: _____

By: _____
Mayor or Mayor Pro Tem

Approved as to form and legality
City of Orlando
City Attorney Office

By: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by _____, as Mayor or Mayor Pro Tem, and Alana Brenner, as City Clerk, of the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, known to me to be the persons described in and who executed the foregoing, this ____ day of _____, 2016, who are [] personally known to me or [] produced _____ as identification and [] did, [] did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2016.

Signature of Notary Public

(Print Notary Name)

My Commission Expires: _____

Commission No.: _____

GRANTEE

GONZALO SEPULVEDA LOZANO

Signed, sealed and delivered
in the presence of:

Mohamed Zekri
Print Name: Mohamed Zekri

Crystal Adams
Print Name: Crystal Adams

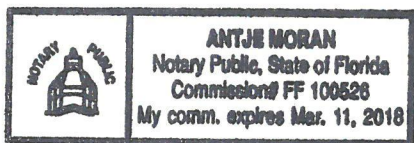
By:

Gonzalo Sepulveda Lozano

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Gonzalo Sepulveda Lozano, who is [] personally known to me or [☒] produced Passport as identification.



Antje Moran
Signature of Notary Public

ANTJE MORAN
(Print Notary Name)

My Commission Expires: 03/11/18

Commission No.: FF100526

EXHIBIT "A"
GRANTOR PARCEL

The North 150 feet of the South 1000.72 feet of the East 210 feet of the Northeast 1/4 of the Northeast 1/4, Less the East 30 feet thereof for road right of way, all in Section 26, Township 23 South, Range 28 East, Orange County, Florida. PIN #26-23-28-0000-00-032; 26-23-28-0000-00-033; 26-23-28-0000-00-034

AND

The North 150 feet of the South 850.72 feet of the East 210 feet of the Northeast 1/4 of the Northeast 1/4 of Section 26, Township 23 South, Range 28 East, Less East 30 feet for road purposes, Orange County, Florida. PIN#26-23-28-0000-00-039

EXHIBIT "B-1"
PROPERTY OWNER PARCEL

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER, OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE RUN S.89°47'51"W. ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF TURKEY LAKE ROAD AS RECORDED IN DEED BOOK 378, PAGES 231 AND 232, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S.00°06'47"E. ALONG SAID WEST RIGHT-OF-WAY LINE 309.88 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN S.89°45'28"W. ALONG THE NORTH LINE OF THE SOUTH 1000.72 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF THE EAST 210.00 FEET TO THE SOUTH 1000.72 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.00°06'47"E. ALONG THE WEST LINE OF SAID EAST 210.00 FEET A DISTANCE OF 402.00 FEET; THENCE DEPARTING SAID WEST LINE RUN S.89°45'28"W. PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 307.72 FEET TO THE EAST RIGHT-OF-WAY LINE OF MANLIE STREET AS SHOWN ON MANLIE SMITH LANDS AS RECORDED IN PLAT BOOK "X", PAGE 28, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N.00°13'10"W. ALONG SAID EAST RIGHT-OF-WAY LINE 427.00 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN N.89°45'28"E. 57.01 FEET; THENCE S.00°06'47"E. 102.00 FEET; THENCE N.89°45'28"E. ALONG THE NORTH LINE OF THE SOUTH 923.72 FEET A DISTANCE OF 209.50 FEET; THENCE N.00°06'47"W. ALONG THE WEST LINE OF THE EAST 252.00 FEET OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 77.00 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTH 1000.72 FEET; THENCE N.89°45'28"E. ALONG SAID NORTH LINE 42.00 FEET TO THE POINT OF BEGINNING.

LESS: (OFFICIAL RECORD BOOK 3401, PAGE 1025) WOODS PARCEL

NORTH 60.00 FEET OF THE SOUTH 698.72 FEET OF THE WEST 100.00 FEET OF THE EAST 461.5 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

EXHIBIT "B-2"

THAT PART OF LIVELY AND DAISY STREET (TWO 60.00 FEET WIDE RIGHTS-OF-WAY) AND LOT 1, BLOCK "A"; AND THAT PART OF LOT 1, BLOCK "B"; AND THAT PART OF LOT 1, BLOCK "C" OF MANLIE SMITH LANDS SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK X, PAGE 28, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE RUN S.89°47'51"W. ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 579.04 FEET TO THE NORTHWEST CORNER OF MANLIE STREET, OF SAID MANLIE SMITH LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN S.00°13'10"E. ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MANLIE STREET 293.02 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN S.89°47'28"W. ALONG THE NORTH LINE OF THE SOUTH 74.00 FEET OF THE AFOREMENTIONED LOT 1, BLOCK "C" OF MANLIE SMITH LANDS AND AN EXTENSION THEREOF 750.00 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 1, BLOCK "A"; THENCE N.00°13'10"W. ALONG THE SAID WEST LINE OF SAID LOT 1, BLOCK "A" AND THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26, A DISTANCE OF 293.11 FEET TO THE NORTHWEST CORNER OF SAID MANLIE SMITH LANDS AND THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N.89°47'51"E. ALONG THE NORTH LINE OF SAID MANLIE SMITH LANDS AND THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 750.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-3"

The North 249.64 feet of East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida , being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of said section 26; thence run S.89°47'51"W. along the North line of said Northeast 1/4 of the Northeast 1/4, a distance of 1,329.04 feet to the Northeast corner of East 1/2 of the Northwest of the Northeast 1/4 of said Section 26, said point being the Northwest corner of Manlie Smith Lands, as recorded in Plat Book "X", Page 28, of the Public Records of Orange County Florida, said point also being the POINT OF BEGINNING; thence S.00°13'10"E. along the West line of said Manlie Smith Lands and the East line of said East 1/2 of the Northwest 1/4 of the Northeast 1/4, a distance of 249.64 feet; thence departing said line run S.89°47'51"W. parallel with the North line of said East 1/2 of the Northwest 1/4 of the Northeast 1/4, a distance of 664.29 feet to the West line of said East 1/2 of the Northwest 1/4 of the Northeast 1/4, said point also being on the East line of Tract "A" of Greenleaf, as recorded in Plat Book 17, Pages 51, of the aforesaid Public Records of Orange County, Florida; thence N00°16'22"W. along said line 249.64 feet to Northwest corner of said East 1/2 of the Northwest 1/4 of the Northeast 1/4; thence N.89°47'51"E. along the North line of said East 1/2 of the Northwest 1/4 of the Northeast 1/4 a distance of 664.52 feet to the POINT OF BEGINNING.

EXHIBIT "C-1"

MAP SHOWING SKETCH OF:
EASEMENT IN A PART OF
SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

A portion of Section 26, Township 23 South, Range 28 East more particularly described as follows.

Commence at the northeast corner of said Section 26, thence S 00°05'39" E along the east line of the northeast quarter of said Section 26, 310.04 feet; thence S 89°46'40" W, along the north line of the south 1,000.72 feet of the northeast quarter of the northeast quarter of said Section 26, 210.00 feet; thence S 00°02'18" W, 240.61 feet to the Point of Beginning; thence N 89°57'42" W, 6.13 feet; thence S 21°56'21" W, 173.31 feet to the north right of way of Wallace Road; thence S 88°35'32" E along said right of way line, 21.51 feet; thence N 21°52'44" E, 132.45 feet; thence N 00°02'18" E, 38.37 feet to the Point of Beginning.

Said lands lying in Orange County, Florida.

NOTE:

1. BEARINGS BASED ON ASSUMED S00°05'39"E ALONG E. LINE NE 1/4, SECTION 26
2. NOT ABSTRACTED FOR EASEMENTS OR RIGHT OF WAYS OF RECORD
3. THIS IS NOT A SURVEY

CERTIFICATION: WE DO HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH APPLICABLE MINIMUM TECHNICAL STANDARDS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5 J 17

SEE SHEET 2 FOR MAP

Gary A. Burden
PROFESSIONAL LAND SURVEYING

1507 S. HIAWASSEE RD. SUITE 211
ORLANDO, FLORIDA 32835
TEL (407) 694-2461
E-Mail gary.burden@ald2.com

BY:

GARY A. BURDEN DATE
FLORIDA REGISTRATION NO. 3691

SCALE 1" = 60 FEET

DRAWN BY GJS

REVISIONS

JOB NUMBER

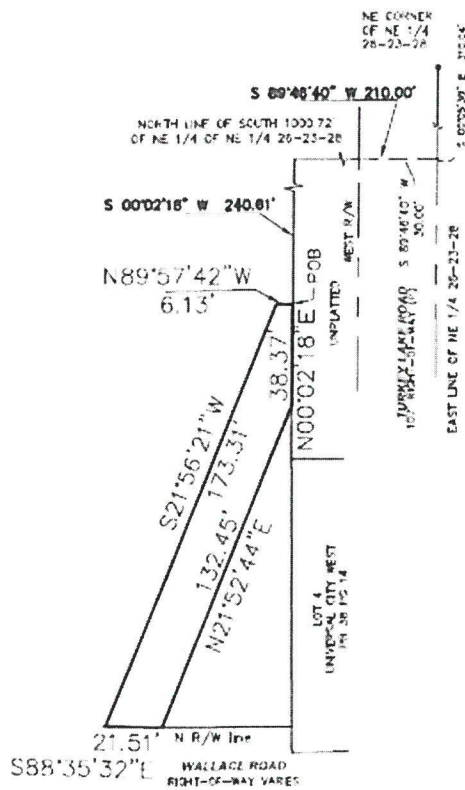
13033-GJC

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

SHEET 1 OF 2

EXHIBIT "C-2"

MAP SHOWING SKETCH OF:
EASEMENT IN A PART OF
SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA



R/W - RIGHT OF WAY
POB - POINT OF BEGINNING
00-00-00 - SECTION-TOWNSHIP -RANGE
NO. NUMBER

SEE SHEET 1 FOR LEGAL

Gary A. Burden
PROFESSIONAL LAND SURVEYING

1507 S. HIAWASSEE RD. SUITE 211
ORLANDO, FLORIDA 32815
TEL (407) 694-2461
E Mail: garyburden@bald2.com

SCALE	1" = 60 FEET
DRAWN BY	GJS
REVISIONS	

JOB NUMBER
13033-00C

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

SHEET 2 OF 2