

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Power & Light Utility Easement

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Jamie Croteau **CONTACT:** Meloney Lung **EXT.** 5256

Agenda Date <u>02/24/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute a Florida Power & Light Distribution Easement involving Parcel # 15-20-30-300-0440-0000, for utility connections to a newly constructed building housing two (2) High Efficiency Chiller units at the Seminole County Jail.

BACKGROUND: The Board of County Commissioners approved on November 12, 2002 the funding for a Heating, Ventilation and Air Conditioning Renovation Project at the Seminole County Jail. The project included the construction of a new building to house two (2) new High Efficiency HVAC Chillers.

This project has just been completed and the Florida Power & Light Company requires a Distribution Easement for supplying electrical services to the new building and chillers.

Staff is requesting approval and authorization for the Chairman to sign the attached easement.

District 5, Commissioner McLain

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u> </u>
Other:	<u> </u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>A55501</u>

Work Request No. 432555

EASEMENT

This Instrument Prepared By

Sec. 14, Twp 19 S, Rge 30 E

Name: C. K. Johnson
Co. Name: Florida Power & Light Company
Address: P.O. Box 2149
Sanford, FL 32772

Parcel
I.D. 15203030004400000
(Maintained by County Appraiser)

pg 1 of 2.

Form 3722 (Stocked) Rev. 7/94

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

"See attached, Exhibit A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

DARYL G. McLAIN, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.



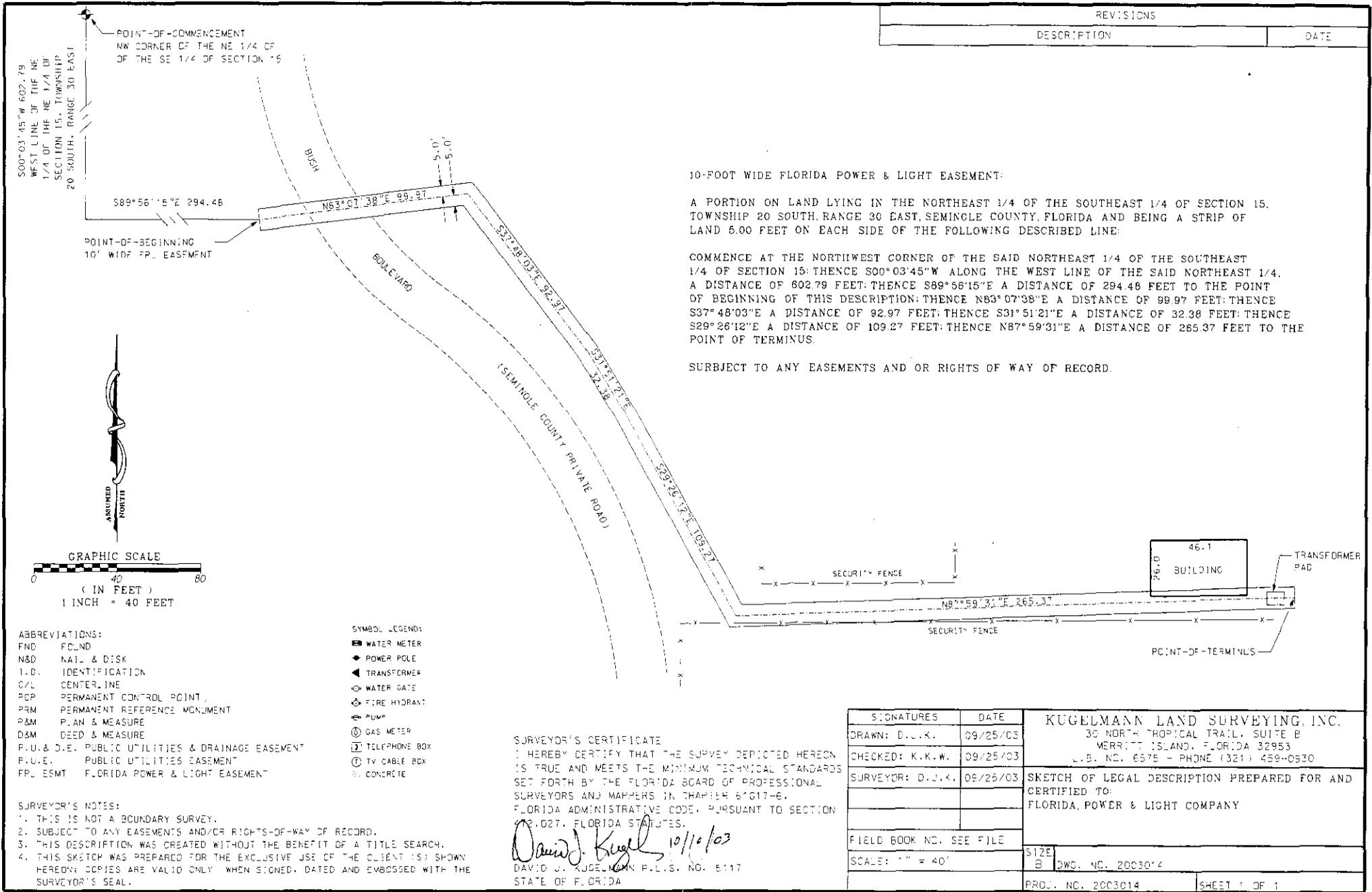
County Attorney

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this ___
day of _____, 20__, by _____, and _____
respectively the _____ President and _____ Secretary of _____, a _____
corporation, on behalf of said corporation, who are personally known to me or have produced _____
identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____



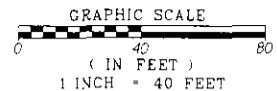
REVISIONS		
NO.	DESCRIPTION	DATE

10-FOOT WIDE FLORIDA POWER & LIGHT EASEMENT:

A PORTION ON LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AND BEING A STRIP OF LAND 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S00°03'45"W ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 602.79 FEET; THENCE S89°56'15"E A DISTANCE OF 294.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N63°07'38"E A DISTANCE OF 99.97 FEET; THENCE S37°48'03"E A DISTANCE OF 92.97 FEET; THENCE S31°51'21"E A DISTANCE OF 32.38 FEET; THENCE S29°26'12"E A DISTANCE OF 109.27 FEET; THENCE N87°59'31"E A DISTANCE OF 265.37 FEET TO THE POINT OF TERMINUS.

SUBJECT TO ANY EASEMENTS AND OR RIGHTS OF WAY OF RECORD.



- ABBREVIATIONS:**
- FND FOUND
 - N&D NAIL & DISK
 - I.D. IDENTIFICATION
 - C/L CENTERLINE
 - PCP PERMANENT CONTROL POINT
 - PRM PERMANENT REFERENCE MONUMENT
 - P&M PLAN & MEASURE
 - D&M DEED & MEASURE
 - P.U. & D.E. PUBLIC UTILITIES & DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITIES EASEMENT
 - F.P. ESMT FLORIDA POWER & LIGHT EASEMENT

- SYMBOL LEGEND:**
- ⊠ WATER METER
 - ⚡ POWER POLE
 - ⚙ TRANSFORMER
 - ⊕ WATER GATE
 - ⚡ FIRE HYDRANT
 - ⊕ PUMP
 - ⊕ GAS METER
 - ☎ TELEPHONE BOX
 - ⊕ TV CABLE BOX
 - ⊕ CONCRETE

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THE SURVEY DEPICTED HEREON IS TRUE AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 62.027, FLORIDA STATUTES.

David J. Kugelmann 10/16/03
 DAVID J. KUGELMANN P.L.S., NO. 5117
 STATE OF FLORIDA

- SURVEYOR'S NOTES:**
- THIS IS NOT A BOUNDARY SURVEY.
 - SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
 - THIS DESCRIPTION WAS CREATED WITHOUT THE BENEFIT OF A TITLE SEARCH.
 - THIS SKETCH WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT(S) SHOWN HEREON; COPIES ARE VALID ONLY WHEN SIGNED, DATED AND EMBOSSED WITH THE SURVEYOR'S SEAL.

SIGNATURES		DATE	KUGELMANN LAND SURVEYING, INC. 30 NORTH TROPICAL TRAIL, SUITE B MERRITT ISLAND, FLORIDA 32953 U.S. NO. 6575 - PHONE (321) 459-0930
DRAWN: D.J.K.		09/25/03	
CHECKED: K.K.W.		09/25/03	SKETCH OF LEGAL DESCRIPTION PREPARED FOR AND CERTIFIED TO: FLORIDA POWER & LIGHT COMPANY
SURVEYOR: D.J.K.		09/25/03	
FIELD BOOK NO. SEE FILE			SCALE: 1" = 40'
SCALE: 1" = 40'			
PROJECT NO. 2003014		SHEET 1 OF 1	



UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this _____ day of _____, 20____, by and between Seminole County (hereinafter called the Customer) and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Seminole County Jail HVAC System located in Sanford, Seminole County, Florida.

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$0.00 (the Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is broken down as follows N/A.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling and the installation of Company provided conduit, if applicable, and approved by FPL.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 277/480 volt, three phase underground electrical service with facilities located on private property in easements as required by FPL. The contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground primary conductors installed by FPL are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed by FPL, as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordination's required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, at no cost to FPL, prior to FPL's trenching, installation and/or construction of its facilities. FPL may require mortgage subordination's when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document, which contains a full legal description, and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the customer to grant new easements and obtain any necessary mortgage subordination's to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordination's will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) Copies of the Customers final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL provided by the customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:
- a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.
 - c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
 - d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
 - e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made by the Customer subsequent to this agreement on the subdivision or development layout or grade.
 - f) Provide applicable trenching, backfilling and installation of Company provided conduit in accordance with FPL specifications.
9. FPL shall:
- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
 - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:



04/26/03
(Date)

C. K. Johnson
(Print Name)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney





TRANSFORMER PAD LOCATION AND SPECIFICATION

PROJECT: Seminole County Jail HVAC System
ADDRESS: 211 Bush Blvd

DATE: 04/26/03
FPL JOB # 432555

CUSTOMER AGREES TO:

Provide recorded easement for all FPL facilities on Customer's property. FPL will not start construction until these easements are cleared by the customer of all conflicts preventing construction. Should paving, grass, landscaping or sprinkler systems be installed prior to construction of the underground distribution facilities, the customer will bear the cost of restoring same to their original condition.

Provide location and depth information for all underground facilities and fill or cut to within 6 inches of final grade within the easement. (See attached referenced prints.)

Notify FPL representative two weeks in advance of paving schedule so that FPL can install ducts if required.

Make arrangements for location of FPL pads as shown on location sketch. Provide and install secondary service to padmount transformer. Use a maximum of 8 cables per leg. (See pad detail for entrance space availability for customer service cable) Terminate conduits 3 inches above final grade and provide 7 feet of cable per leg beyond the conduit ends for connection to transformer terminals.

Compact and level 3 inches below final grade an area sufficient for the concrete pad. Provide clear space of 8 feet at the front and 4 feet at sides and rear of the transformer pad to allow for a safe working area.

Keep area above transformer pad clear to allow setting transformer with a crane. If current transformers are required, provide and install 1 1/4-inch rigid conduit from CT's to meter location. Maximum horizontal distance from pad to meter is 20 feet.

Provide a clear space 36 inches in front of meters. If built up meter centers are to be used, provide FPL representative with shop drawings of centers and layout sketch of meter room for FPL approval prior to purchase

FPL AGREES TO:

Provide and install pad and padmount transformer.

Provide and install primary ducts and/or cable from FPL facilities to the padmounted transformer.

Provide and install ground rods at the transformer.

Connect customer's service cables to FPL facilities in transformer compartment.

Provide meter wiring when current transformers are required.

Provide 277/480 volt three Phase service.



REPRESENTING CUSTOMER:

I hereby certify that I am authorized to accept these specifications on behalf of the customer and that I have delivered a copy of these specifications to the customer and all affected contractors.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20 _____
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney

REPRESENTING FPL:

I hereby certify that I am authorized to accept these specifications on behalf of Florida Power and Light Company.

NAME:  _____

DATE: 1-28-04