



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Henry M. Brown, Assistant County Attorney *[Signature]* HMB
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
Kathleen Myer, Principal Engineer/Engineering Division *[Signature]*

DATE: February 7, 2005

SUBJECT: Easement Holder:
Florida Power Corporation d/b/a Progress Energy Florida, Inc.
Lake Drive road improvement project
Parcel Nos. 116/76A/716B and 117/717
Seminole County v. Jenkins, et al.
Case No. 04-CA-2003-13-W

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the easement interest of Progress Energy Florida relating to Lake Drive, particularly Parcel Nos. 116/716A/716B and 117/717. The referenced parcels have been acquired by Order of Take.

The BCC adopted Resolution No. 2002-R-70, on April 23, 2002, authorizing the acquisition of parcels involved with Lake Drive and finding that the Lake Drive road improvement project was necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

Progress Energy has signed and tendered a recordable instrument, entitled Subordination of Utility Interests for filing in the land records. Please see location map attached as Composite Exhibit A and a copy of the Subordination agreement attached as Composite Exhibit B.

Progress Energy's interests in the referenced property are easements for construction operation and maintenance of systems of utilities. Progress Energy has agreed to provide the subordination of its easements interests without charge.

HMB/dre

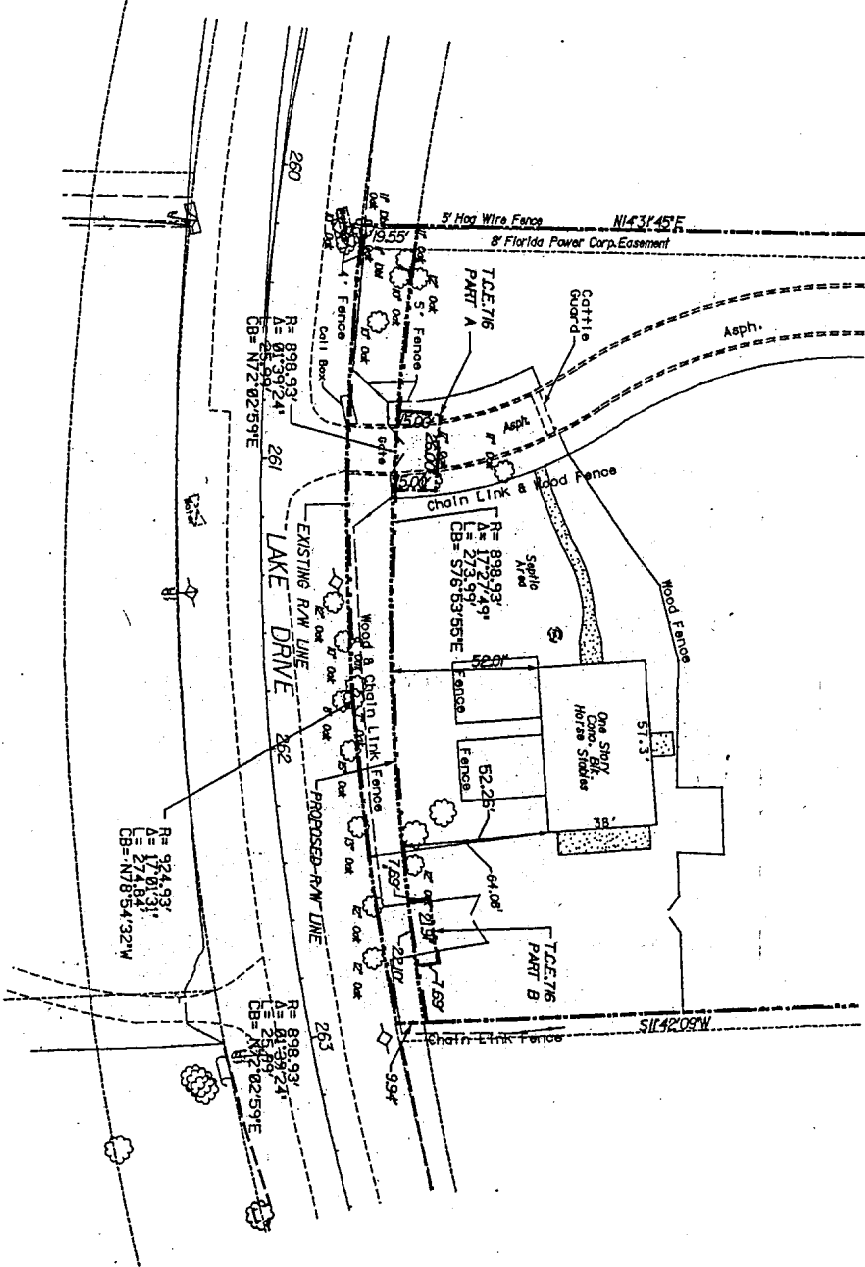
Composite Exhibit A - Location Maps

Composite Exhibit B - Subordination Agreement

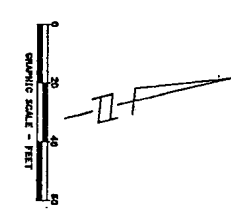
P:\USERS\EDGE\MY DOCUMENTS\MEMAGENDA ITEM LAKE DRIVE 116 117 FPC SUBORDINATION.DOC

EXHIBIT A

GENERAL INFORMATION	
ZONING	STANDARD
ZONING	AGRICULTURAL
APPROVAL	APPROVED
APPROVAL	AGRICULTURAL
TOTAL PLANT TRACT SIZE	2.4 AC.
AREA OF TAKING	1382 S.F.
AREA OF REMAINING	1243 S.F.
AREA TOLERANCE	NO S.F.
AREA TOLERANCE	NO S.F.



NOTE: THIS DRAWING IS BASED ON DATA FROM ELECTRONIC FILES OF LAKE DRIVE CONSTRUCTION PLANS AND FLIGHT-OF-WAY MAPS, SEMINOLE COUNTY PROJECT NO. P331-85/83C. TOPO PLAN HAS BEEN SUPPLEMENTED FROM BOUNDARY BALCHTON SURVEY DONE BY ANDRE M. SPROUSE, P.M., DATED 6/23/01 AND PROVIDED BY PROPERTY OWNER.



NO.	REVISION	DATE

SHEET 3
5

LOCHRANE
ENGINEERS • SURVEYORS

PARCEL 116
T.C.E. 716
WITH TAKING

LAKE DRIVE
FOR
SEMINOLE COUNTY
FLORIDA

PROJECT NUMBER: 02044
DATE: MAY, 2002
SCALE: AS SHOWN
PROF. MRS. W. E. V. ONCKER, T. P. L.
DESIGNER: D. K. P. APPROVED: V. E. V.

Seminole County, Florida

Property Appraiser Services

Your Source for Property Information... Quick, Convenient, Accurate

H.W. "Bill" Sube



Seminole County Property Appraiser - Copyright (C) 2006-2008



Seminole County
Property Appraiser Services

1101 N. First St
Sanford FL 32771
407-665-7506

Legend

- Selected Feature
- County Boundary
- Streets
- Subdivision Line
- Parcels

Rec	Parcel	Owner	Owner Addr	City	Stat
1	14213030000600000	JENKINS WILLIAM G & PATRICIA L	4750 E LAKE DR	WINTER SPRINGS	FL

Seminole County, Florida

Property Appraiser Services

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H. W. "Bill" Sullivan



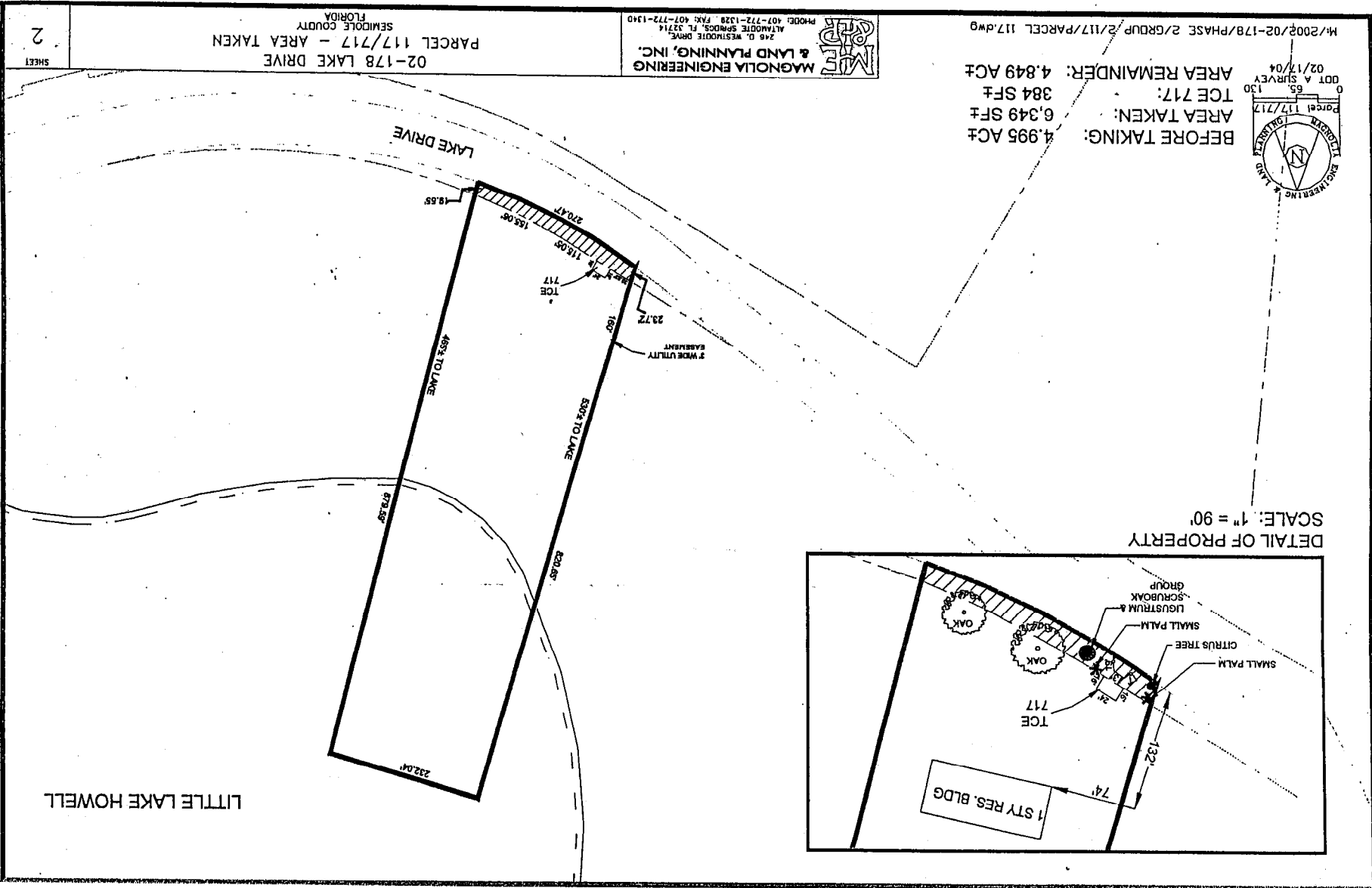
Seminole
Property Appraiser Services
 1101 E. I
 Sanford I
 407-66

- Leg
- Selected
 - County E
 - Streets
 - Subdivisi
 - Parcels

Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State
1	14213030000700000	VILES JAMES M & JUDY	4726 E LAKE DR	WINTER SPRINGS	FL

ACQUISITION SKETCH



SCALE: 1" = 90'

M/2002/02-178/PHASE 2/GRUP 2/117/PARCEL 117.dwg
 BEFORE TAKING: 4.995 AC±
 AREA TAKEN: 6.349 SF±
 TCE 717: 384 SF±
 AREA REMAINDER: 4.849 AC±



M&E
 MAGNOLIA ENGINEERING
 & LAND PLANNING, INC.
 246 D. WESTHOPE DRIVE
 ALHAMBRA SPRINGS, FL 32714
 PHONE: 407-772-1328 FAX: 407-772-1340

02-178 LAKE DRIVE
 PARCEL 117/717 - AREA TAKEN
 SEMIOLITE COUNTY
 FLORIDA

2
 SHEET

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this ___ day of _____, 2005, by and between FLORIDA POWER COMPANY, d/b/a PROGRESS ENERGY FLORIDA, INC., whose address is 100 Central Avenue, St. Petersburg, Florida 33701-4306, hereinafter referred to as the "COMPANY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Lake Drive**; and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities on **Lake Drive** will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, or to replace COMPANY's easements with new easements encumbering different lands if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

FEE SIMPLE

PARCEL NO.: 116
TAX I.D. NO.: 14-21-30-300-0060-0000

A part of that parcel of land described in Official Record Book 1486, page 1509 and Official Record Book 2121, page 1144 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13,

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

Township 21 South, Range 30 East, said corner being the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a distance of 967.22 feet; thence N84°55'33"W a distance of 44.56 feet to the Southeast corner of that parcel of land described in Official Record Book 2331, page 575, Public Records of Seminole County, Florida; thence N14°31'45"E departing said Southerly Grant line a distance of 641.36 feet to the Southwest corner of that parcel of land described in Official Record Book 1486, page 1509, Public Records of Seminole County, Florida, for a Point of Beginning, said point is also on the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, Public Records of Seminole County, Florida; thence continue N14°31'45"E along the West parcel line a distance of 19.55 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 898.93 feet; thence, from a chord bearing of S76°53'55"E, run along said curve an arc length of 273.99 feet through a central angle of 17°27'49" to a point on the West line of that parcel of land described in Official Record Book 2783, page 316, Public Records of Seminole County, Florida; thence S11°42'09"W along said West parcel line a distance of 9.94 feet to a point on the aforesaid Right of Way line of Lake Drive, said point a being on a non-tangent curve concave Northeasterly, having a radius of 924.93 feet; thence, from a chord bearing of N78°54'32"W, run along said curve an arc length of 274.84 feet through a central angle of 17°01'31" to the Point of Beginning.

Containing 3,992 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.: 716A

TAX I.D. NO.: 14-21-30-300-0060-0000

A part of that parcel of land described in Official Record Book 1486, page 1509 and Official Record Book 2121, page 1144 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

distance of 967.22 feet; thence N84°55'33"W a distance of 44.56 feet to the Southeast corner of that parcel of land described in Official Record Book 2331, page 575, Public Records of Seminole County, Florida; thence N14°31'45"E departing said Southerly Grant line a distance of 641.36 feet to the Southwest corner of that parcel of land described in Official Record Book 1486, page 1509, Public Records of Seminole County, Florida, said point also being on the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, Public Records of Seminole County, Florida; thence continue N14°31'45"E along the West parcel line a distance of 19.55 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 898.93 feet; thence, from a chord bearing of S70°11'40"E, run along said curve an arc length of 63.61 feet through a central angle of 04°03'17" for a Point of Beginning; thence departing said curve, run N16°53'41"E, a distance of 15.00 feet; thence run S73°02'57"E, a distance of 26.00 feet; thence run S16°56'07"W, a distance of 15.00 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 898.93 feet; thence, from a chord bearing of N73°02'59"W, run along the arc of said curve an arc length of 25.99 feet through a central angle of 01°39'24" to the Point of Beginning. Containing 392 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.: 716B
TAX I.D. NO.: 14-21-30-300-0060-0000

A part of that parcel of land described in Official Record Book 1486, page 1509 and Official Record Book 2121, page 1144 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a distance of 967.22 feet; thence N84°55'33"W a distance of 44.56 feet to the Southeast corner of that parcel of land described in Official Record Book 2331, page 575, Public Records of Seminole County, Florida; thence N14°31'45"E departing said Southerly Grant line a distance of 641.36 feet to the Southwest corner of that parcel of land described in Official Record Book 1486, page 1509, Public Records of Seminole

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

County, Florida, said point also being on the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, Public Records of Seminole County, Florida; thence continue N14°31'45"E along the West parcel line a distance of 19.55 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 898.93 feet; thence, from a chord bearing of S75°34'50"E, run along the arc of said curve an arc length of 232.64 feet through a central angle of 14°49'40" for a Point of Beginning; thence departing said curve, run N07°00'20"E, a distance of 7.69 feet; thence run S83°41'56"E, a distance of 21.91 feet; thence run S05°35'49"W, a distance of 7.69 feet to a point on a non-tangent curve concave Northeasterly, having a radius of 898.93 feet; thence, from a chord bearing of N83°41'56"W, run along the arc of said curve an arc length of 22.10 feet through a central angle of 01°24'32" to the Point of Beginning.

Containing 170 square feet, more or less.

FEE SIMPLE

PARCEL NO.: 117

TAX I.D. NO.: 14-21-30-300-0070-0000

A part of that parcel of land described in Official Record Book 574, page 339 and Official Record Book 2121, page 1143 and Official Record Book 2893, page 1588 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being at the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a distance of 967.22 feet; thence N84°55'33"W a distance of 337.56 feet to the Southwest corner of that parcel of land described in Official Record Book 2331, page 575, Public Records of Seminole County, Florida; thence, departing said Southerly Grant line, N16°34'41"E a distance of 752.66 feet to the Southwest corner of that parcel of land described in Official Record Book 2893, page 1588 and the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, Public Records of Seminole County, Florida for a Point of Beginning; thence continue N16°34'41"E along the west line of said parcel a distance of 23.72 feet; thence, departing said west line, S58°17'00"E a distance of

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

115.05 feet to a Point of Curvature of a curve concave Northeasterly, having a radius of 898.93 feet; thence, along said curve, an arc length of 155.06 feet through a central angle of 09°53'00" to a point on the West line of that parcel of land described in Official Record Book 1486, page 1509, Public Records of Seminole County, Florida; thence S14°31'45"W along said West parcel line a distance of 19.55 feet to a point on the aforesaid Right of Way line of Lake Drive, said point being on a non-tangent curve concave Northeasterly having a radius of 924.93 feet; thence, from a chord bearing of N62°01'09"W, run along said curve an arc length of 270.47 feet through a central angle of 16°45'16" to the Point of Beginning.

Containing 6,349 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO.: 717
TAX I.D. NO.: 14-21-30-300-0070-0000

A part of that parcel of land described in Official Record Book 574, page 339 and Official Record Book 2121, page 1143 and Official Record Book 2893, page 1588 as recorded in the Public Records of Seminole County, Florida being that portion of Section 14, Township 21 South, Range 30 East of Seminole County, Florida,

described as follows:

Commence at the Northwest corner of Government Lot 4, Section 13, Township 21 South, Range 30 East, said corner being at the intersection of the West line of said Section 13 and the Southerly Grant line of the Philip R. Young Grant; thence N84°55'54"W along said Southerly Grant line a distance of 967.22 feet; thence N84°55'33"W a distance of 337.56 feet to the Southwest corner of that parcel of land described in Official Record Book 2331, page 575, Public Records of Seminole County, Florida; thence, departing said Southerly Grant line, N16°34'41"E a distance of 752.66 feet to the Southwest corner of that parcel of land described in Official Record Book 2893, page 1588 and the Right of Way line of Lake Drive as recorded in Deed Book 196, page 327, Public Records of Seminole County, Florida; thence continue N16°34'41"E along the West line of said parcel a distance of 23.72 feet; thence, departing said west line, S58°17'00"E, a distance of 33.83 feet for a Point of Beginning; thence run N31°43'46"E, a distance of 16.00 feet; thence run S58°17'00"E, a distance of 24.00 feet; thence run S31°43'46"W, a

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and 117/717
Lake Drive
Seminole County, Florida

distance of 16.00 feet; thence run N58°17'00"W, a distance of 24.00 feet to the Point of Beginning.

Containing 384 square feet, more or less.

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Distribution Easement (Parcel Nos. 116/716A/B)	10/14/71	Charles D. Price and Francis T. Price	Progress Energy f/k/a Florida Power Corporation	0896/0384 ✓
Distribution Easement (Parcel Nos. 116/716A/B)	07/28/99	William G. Jenkins and Patricia L. Jenkins	Progress Energy f/k/a Florida Power Corporation	3751/1928 ✓
Distribution Easement (Parcel Nos. 117/717)	02/14/66	James M. Viles	Progress Energy f/k/a Florida Power Corporation	0584/0532 ✓
Distribution Easement (Parcel Nos. 117/717)	04/25/74	James M. Viles and Judy A. Viles	Progress Energy f/k/a Florida Power Corporation	1028/1786 ✓
Distribution Easement (Parcel Nos. 117/717)	11/24/81	James M. Viles and Judy A. Viles	Progress Energy f/k/a Florida Power Corporation	1405/370 ✓

PROVIDED that the COMPANY have the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.

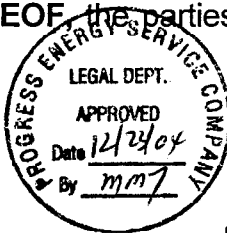
2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocate its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to the cost of acquiring appropriate replacement easements. Any relocation, alternation or removal of COMPANY's facilities not required by the COUNTY shall be performed at COMPANY's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.



FLORIDA POWER CORPORATION
d/b/a PROGRESS ENERGY FLORIDA, INC.

By: [Signature]
Sarah Rogers Vice, President

Date: 1/7/05

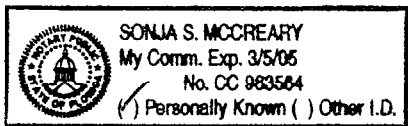
ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 7th day of January, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sarah S. Rogers and _____ as President and Secretary, respectively, of Progress Energy, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they affixed thereto the official seal of the corporation.



[Signature]
Print Name Sonja McCreary
Notary Public in and for the County
and State Aforementioned
My commission expires: 3-5-05

Parcel Nos. 116/716A/B
and 117/717
Lake Drive
Seminole County, Florida

ATTEST:


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

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

By: _____
CARLTON D. HENLEY, 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 _____
2005, regular meeting.



County Attorney

HMB/sb
12/2/04

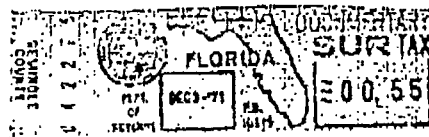
P:\USERS\SBERRIEWY\DOCUMENTS\AGT\FPC SUBORDINATION OF UTILITY INTERESTS LAKE DR 116 117.DOC

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors or assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories (hereinafter collectively referred to as "facilities") desirable in connection therewith over, upon and across the following described land

in Seminole County, State of Florida, to wit:

Begin 716 feet N 85° W of the NE corner of Gov't Lot 1, run N 85° W 311 feet, W 149° 20' E 1540.3 feet, S 73° 51' E 223.9 ft., S 11° 30' W 1488.1 feet to Point of Beginning.

The West 8 feet of the above described property lying North of East Lake Street, herein referred to as Easement Area,



Dec 3 10 02 AM '71
030951

This document prepared by Florida Power Corporation BY R. E. NEIDER 141 - 24 St. St. St. Petersburg, Florida

PAGE 00003 BOOK 896 384 OFFICIAL RECORD

The Easement Area shall extend 4 feet on each side of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove said facilities, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs, and undergrowth along said line, and trees adjacent hereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors or assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this 17th day of October, A.D. 1971.

Signed, sealed and delivered in presence of:

Walter B. Hampton
Ernest L. Ward

Charles D. Price (L.S.)
Frances T. Price (L.S.)
____ (L.S.)
____ (L.S.)

STATE OF Florida

COUNTY OF Orange

I HEREBY CERTIFY that on this 17th day of October, A.D. 1971, before me the undersigned authority, personally appeared Charles D. Price and Frances T. Price

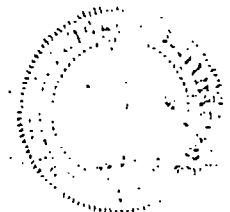
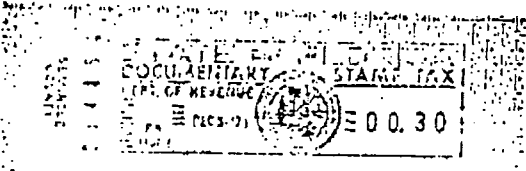
to me known to be the persons described in and who executed the foregoing instrument and he to acknowledged before me that they executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.
(NOTARIAL SEAL)

Suzelyn H. Price
Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 19, 1973
Issued by Governor Ron L. Reagan, Gov.

My Commission Expires: _____





Florida Power
CORPORATION

15.00
1312.00
1327.00

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, their successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P. O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Seminole County, Florida, to wit:

A 10 foot wide Easement Area defined as comprising the East 10 feet of the South 30 feet of the following described property.

SEE LEGAL DESCRIPTION ON THE ACCOMPANYING EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Tax Parcel Number: 14-21-30-300-0060-0000

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to install, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, shrubs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities, (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

This document prepared by BELISA OLIVEIRA
Real Estate Dept., Florida Power Corp.
P. O. Box 14042, St. Petersburg, FL 33733
Rev. 9/94

Sec-Twp-Rng: 14-21-30
County: Seminole
Grantor: Jenkins, William & Patricia
Project ID: J36-99-0920

COUNTY USE ONLY	
Documentary Tax Pd. \$	70¢
Intangible Tax Pd.	
Maryanne Morse, Clerk Seminole	
County By: <i>[Signature]</i>	45789

MARYANNE MORSE
CLERK OF CIRCUIT COURT

OFFICIAL RECORDS
PAGE
1928
SEMINOLE CO., FL

7/21/99 : 1:03 PM

INDIVIDUAL
Ret: Life of Corporation RESP: Real Estate 913 529 (S)

OFFICIAL RECORDS
BOOK PAGE

3751 1929

SEMINOLE CO., FL

COUNTY USE ONLY

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 28th day of July, 1999.

WITNESSES:

Diana Fleming
Printed Name: Diana Fleming
Zed Layson
Printed Name: Zed Layson

GRANTOR(s):

William G. Jenkins (L.S.)
Printed Name: William G. Jenkins
Patricia L. Jenkins (L.S.)
Printed Name: Patricia L. Jenkins

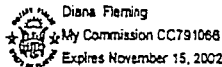
(Names must be typed or printed under each signature.)

(Grantor(s) mailing address)

4750 E. Lake Drive
Winter Springs, Fla. 32708

STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing Easement was acknowledged before me this 28th day of July, 1999, by William G. Jenkins who is/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.



Diana Fleming
Name:
Notary Public
Serial Number:
My Commission Expires:

(SEAL)

913 529 (S)
BACK

FLORIDA POWER CORPORATION
DISTRIBUTION EASEMENT
SECTION 14 - TOWNSHIP 21 SOUTH - RANGE 30 EAST
COUNTY: SEMINOLE
TAX PARCEL: 14-21-30-300-0060-0000
PROJECT: J36-99-0920 - William & Patricia Jenkins

EXHIBIT "A"

LEGAL DESCRIPTION:

(PER O.R.B. 1486, PG. 1509)
BEGIN AT NORTHWEST CORNER OF GOVERNMENT LOT 4 IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 30 EAST, RUN NORTH 85° WEST ALONG SOUTH LINE OF PHILLIP R. YONGE GRANT 716 FEET TO POINT OF BEGINNING, RUN THENCE NORTH 85° WEST ALONG SAID GRANT LINE 311 FEET, THENCE NORTH 14° 20' EAST 1540.5 FEET, THENCE SOUTH 73° 51' 30" EAST 223.9 FEET, THENCE SOUTH 11° 30' WEST 1488.1 FEET TO POINT OF BEGINNING, LESS BEGIN AT NORTHWEST CORNER OF GOVERNMENT LOT 4 IN SECTION 13, TOWNSHIP 21 SOUTH, RANGE 30 EAST, RUN NORTH 85° WEST ALONG SOUTH LINE OF PHILLIP R. YONGE GRANT 716 FEET TO POINT OF BEGINNING, RUN THENCE NORTH 85° WEST ALONG SAID GRANT LINE 311 FEET, THENCE NORTH 14° 20' EAST 609.5 FEET TO THE CENTERLINE OF THE COUNTY ROAD, THENCE EASTERLY DOWN THE CENTERLINE OF THE COUNTY ROAD 278 FEET MORE OR LESS TO A POINT THAT IS 576 FEET AND NORTH 11° 30' EAST OF THE POINT OF BEGINNING, THENCE SOUTH 11° 30' WEST 576 FEET TO POINT OF BEGINNING. (LESS EASEMENTS OF RECORD)
(SUBJECT TO RIGHT OF WAY FOR COUNTY ROAD (EAST LAKE DRIVE) ALONG SOUTH BOUNDARY OF PROPERTY)

3751 1930
OFFICIAL RECORD PAGE
BOOK PAGE
SEMINOLE CO., FL

AND:

(PER O.R.B. 2121, PG. 1144)

COMMENCING AT THE NW CORNER OF GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 21 SOUTH, RANGE 30 EAST, RUN NORTH 85°00'00" WEST, 716.00 FEET ALONG THE SOUTH LINE OF PHILIP R. YOUNG GRANT, THENCE NORTH 11°30'00" EAST, 627.72 FEET TO THE NORTHERLY RIGHT OF WAY OF EAST LAKE DRIVE FOR A POINT OF BEGINNING; THENCE NORTH 11°30'00" EAST, 860.38 FEET; THENCE SOUTH 73°57'00" EAST, 15.17 FEET; THENCE SOUTH 11° 38'36" WEST, 856.18 FEET TO THE NORTH RIGHT OF WAY OF EAST LAKE DRIVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 924.93 FEET, A CENTRAL ANGLE OF 00°49'10" A ARC DISTANCE OF 13.22 FEET TO THE POINT OF BEGINNING.
LESS:

(PER O.R.B. 2121, PG. 1143)

COMMENCING AT THE NW CORNER OF GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 21 SOUTH, RANGE 30 EAST, RUN NORTH 85°00'00" WEST, 1027.00 FEET ALONG THE SOUTH LINE OF PHILIP R. YOUNG GRANT, THENCE NORTH 14°20'00" EAST, 643.51 FEET TO THE NORTHERLY RIGHT OF WAY OF EAST LAKE DRIVE FOR A POINT OF BEGINNING; THENCE NORTH 14°20'00" EAST 896.99 FEET; THENCE SOUTH 73°57'00" EAST, 18.29 FEET; THENCE SOUTH 14°27'18" WEST, 900.82 FEET TO THE NORTH RIGHT OF WAY OF EAST LAKE DRIVE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 924.93 FEET, A CENTRAL ANGLE OF 00°59'21" A ARC DISTANCE OF 15.97 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED AS:

(WRITTEN BY SURVEYOR)

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 30 EAST, THENCE N 85°00'00" W, ALONG THE SOUTH LINE OF PHILIP R. YOUNG GRANT 1011.78 FEET; THENCE DEPARTING SAID GRANT LINE RUN N 14°27'18" E 641.33 FEET TO THE NORTH RIGHT OF WAY OF EAST LAKE DRIVE AND THE POINT OF BEGINNING; THENCE CONTINUE N 14°27'18" E 896.41 FEET; THENCE S 74°41'10" E 230.24 FEET; THENCE S 11°38'36" W 877.64 FEET TO THE NORTH RIGHT OF WAY OF EAST LAKE DRIVE AND POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 924.93 FEET, A CENTRAL ANGLE OF 17°01'14", A CHORD BEARING OF N 78°58'31" W AND CHORD DISTANCE OF 273.75 FEET; THENCE RUN ALONG ARC OF SAID CURVE AND NORTH RIGHT OF WAY 274.76 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SEMINOLE COUNTY, FLORIDA AND CONTAINING 5.17 ACRES MORE OR LESS.

OR 584/532

KNOW ALL MEN BY THESE PRESENTS that the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and power to construct, reconstruct, operate and maintain for each period of time as it may use the same or until the use thereof is abandoned, a single pole line, for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories desirable in connection therewith upon and across the following described land in SEBASTIAN County, State of Florida, to wit:

From the intersection of the East line of Section 14, Township 21 South, Range 30 East and the South line of the PHILLIP R. YONGE GRANT, said point also described as the Northwest corner of Gov't Lot 4 of Section 13, Township 21 South, Range 30 East; run thence North 85° West along South line of said Yonge Grant 1027 feet for a point of beginning; thence North 85° West along said Grant line 293 feet; thence North 16° 21' East 1600 feet; thence South 73° 51' 30" East 242.7 feet; thence South 14° 20' West 1542.5 feet to the P.O.B. (less county road)..... A 6 foot wide easement, center line of said easement to begin at the Northerly right of way of said County Road and 3 feet East of the Westerly line of the above described property and extend Northerly, parallel to said Westerly property line 160 feet to the end of said easement.

The Easement Area shall extend 3 feet on each side of the center line of power line. GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this 24th day of FEBRUARY, A.D. 1966.

Signed, sealed and delivered in presence of: Eugene B. Taylor

James M. Viles

RECORDED & FILED 9 9 51 AM '66

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this 24th day of February, A.D. 1966, before me the undersigned authority, personally appeared James M. Viles, single

to me known to be the persons described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Notary Public, State of Florida at Large My Commission Expires July 16, 1967

Eugene B. Taylor Notary Public



14-21-74

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, in consideration of the sum of one dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors or assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories hereinafter collectively referred to as "facilities" desirable in connection therewith over, upon and across the following described land

in Seminole County, State of Florida, to wit:

begin 1027 feet North 85° West of the NE corner of Gov't Lot 1 in Section 14, Township 21 South, Range 30 East, run North 85° West 293 feet, thence North 16° 11' East 1600 feet, thence South 73° 51' 30" East 242.7 feet, thence South 14° 20' West 1540.5 feet to the Point of Beginning.

An 8 foot wide Easement Area comprising the Easterly 8 feet of the ~~Northerly~~ Northerly 243 feet of AREA FALLS IN LAKE the above described property.

1028 1786

This document prepared by Florida Power Corporation BY R. W. NEIDER 101 - 5th St. S.E., St. Petersburg, Florida

~~This Easement does not include the right to construct or reconstruct any facilities of power lines.~~

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove said facilities, including the right to increase or decrease the number of wires and voltage, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall also have the right to trim, cut and keep clear trees, limbs, and undergrowth along said line, and trees adjacent thereto, that may endanger the proper operation of the same. GRANTORS further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no buildings or structures, other than fences, shall be constructed or located within said Easement Area. However, GRANTORS reserve the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors or assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereto affixed their hands and seals this 20th day of April, A.D. 1974

Signed, sealed and delivered in presence of:

Jean Dubois
Jean Dubois

James M. White (L.S.)
Judy A. White (L.S.)

_____ (L.S.)

STATE OF Florida
COUNTY OF Orange

I, Judy A. White, Notary Public, do hereby CERTIFY that on this 20th day of April, A.D. 1974, before me the undersigned authority, personally appeared James M. White and Judy A. White to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my signature and official seal in said County and State, the day and year last aforesaid.
(NOTARIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES Aug 22 1974
BONDED THREE THOUSAND DOLLARS AND FEES

J. M. White
Notary Public

My Commission Expires: _____

Aug 22 9 40 AM '74

045275

FLORIDA DOCUMENTARY SURTAX 00.55
STATE OF FLORIDA NOTARY PUBLIC STAMP TAX 00.30
AUG 22 1974

(2)
FPC
ESMT

1405 0370

JUL 30 9 19 AM '82

777206



SEAL FL.

DISTRIBUTION EASEMENT

THIS EASEMENT, Made this day between James M. Viles and Judith A. Viles,
husband and wife

their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Seminole County, Florida, to wit:

10 foot wide Easement Area defined as comprising the Easterly 8 feet of the Southerly 580 feet of the following described property.

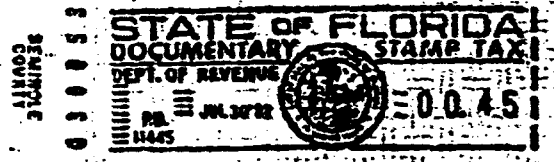
Beginning of the NW corner of Government Lot 4 in Section 13, Township 21 South, Range 30 East, Seminole County, Florida. Run N 85 degrees 0 minutes W along South line of Phillip R Yonge Grant 1027' to point of beginning; run thence N 85 degrees 0 minutes W along said grant line 293', thence N 16 degrees 21 minutes E 1600', thence S 73 degrees 51 minutes 30 seconds E 242.7', thence S 14 degrees 20 minutes W 1540.5' to point of beginning.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

Section 13, Township 21 S., Range 30 E.
Project Name: Viles, Pct. Est. 1E-225, 1981

601 PAR #109
LIFE LON
(3)
FPC
ESMT



This document prepared by
BLAIR W. CLARK
RETURN TO: Real Estate Dept.
Florida Power Corporation
P.O. Box 14042
St. Petersburg, FL 33733

1405 0371

LEE CO. FL.

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 24 day of

November, 19 81.

WITNESSES:

James M. Viles
Judith A. Viles

James M. Viles (L.S.)
Judith A. Viles (L.S.)

_____ (L.S.)

STATE OF Florida
COUNTY OF Seminole

The foregoing easement was acknowledged before me this 24 day of November, 19 81.

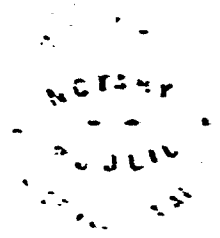
by James M. Viles & Judith A. Viles
_____ as GRANTOR.

Karen A. McClallen
Notary Public

NOTARIAL
SEAL

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 13 1983
BONDED TO THE GENERAL PUBLIC

My Commission Expires:



13-218-30E SEMINOLE
VILES, James M. & Judith A.