



CCA03

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 *HMB*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
~~JP Ball, III, Principal Engineer/Engineering Division~~
[Signature]
Kathleen J. Myer *[Signature]*

DATE: March 12, 2003 *[Signature]*

SUBJECT: Easement Holder: Florida Power Corporation
d/b/a Progress Energy Florida, Inc.
Owner: Seminole County
Wymore Road, Road Improvement Project
Parcel Nos. 123 and 127
Seminole County v. Winfield S. Adams, et al.
Case No. : 2002-CA-2507-13-L

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 interests of Florida Power Corporation ("FPC") relating to Wymore Road, particularly Parcel Nos. 123 and 127. These parcels have been acquired by the County.

The BCC adopted Resolution No. 2002-R-134, on August 27, 2002, authorizing the acquisition of parcels involved with Wymore Road, and finding that the Wymore Road improvement project is necessary and serves a public purpose and is in the best interest of the citizens of Seminole County.

The Florida Power Corporation has signed and tendered a recordable instrument, entitled Subordination of Utility Interests. County staff requests that the BCC accept and execute this Subordination of Utility Interests for filing in the land records. Please see Location maps attached as Exhibits A and B and a copy of the Subordination of Utility Interests agreement as Exhibit C.

Board of County Commissioners

April 2, 2001

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The Florida Power Corporation's interests are easements for construction operation and maintenance of systems of utilities. Florida Power Corporation has agreed to provide the subordination of its easement interests without charge. This will also drop the Florida Power Corporation from the case relating to Wymore Road and Parcel Nos. 123 and 127

HMB/sb

Attachments:

Exhibit A

Exhibit B

Exhibit C

P:\USERS\CASB01\MY DOCUMENTS\MEMAGENDA ITEM SUBORDINATION AGREEMENT WYMORE RD FPC.DOC

Irrigation Heads = (S)

Lights = ☆

Ligustrum Trees = ☆

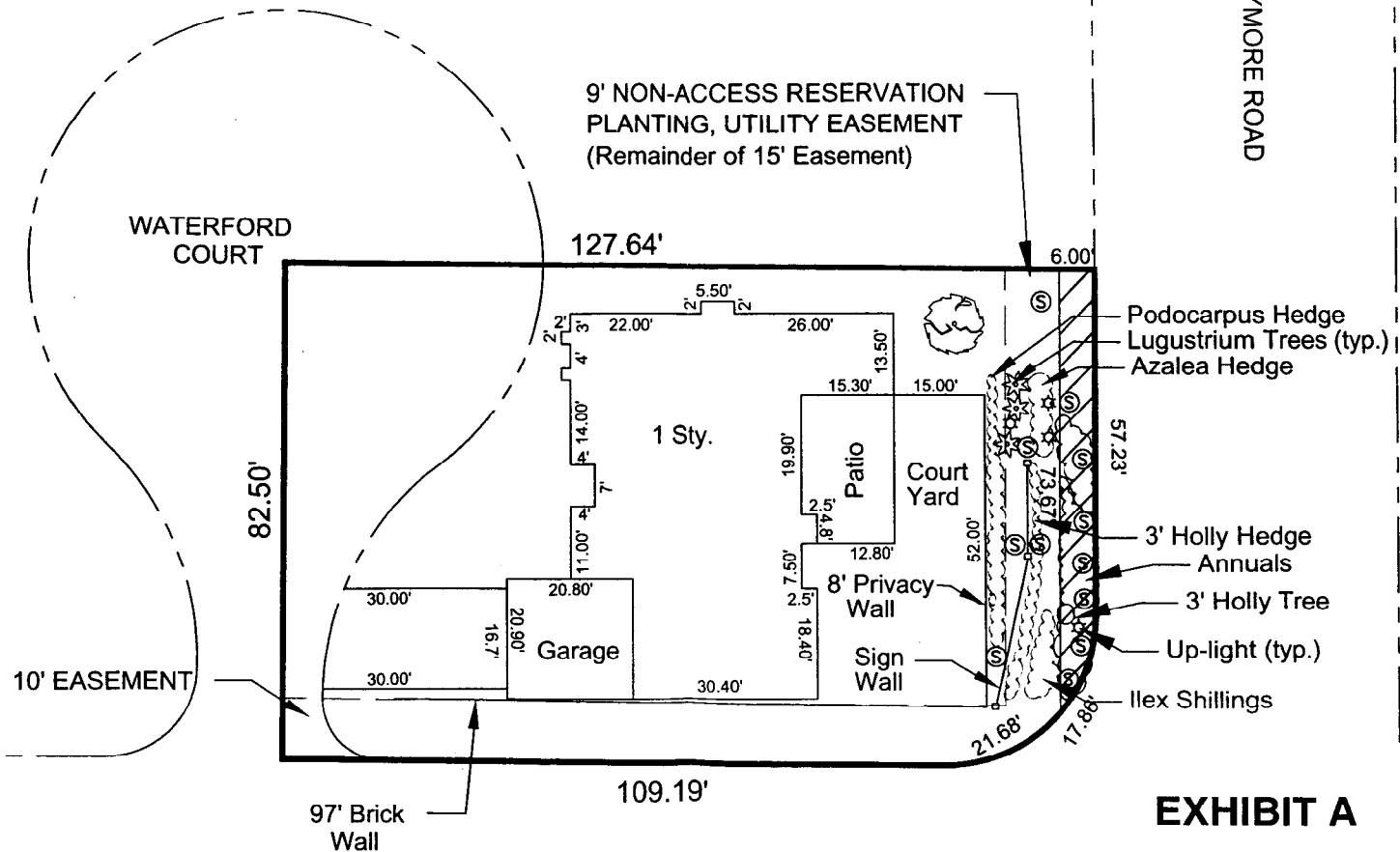
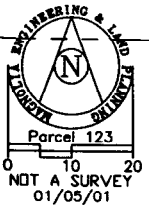


EXHIBIT A



SPRING VALLEY RD.

MAGNOLIA ENGINEERING & LAND PLANNING, INC.
 248 N. WESTMONTE DRIVE,
 ALTAMONTE SPRINGS, FL 32714
 PHONE: 407-772-1329 FAX: 407-772-1340

WYMORE ROAD
 TAKING - PARCEL 123
 SEMINOLE COUNTY
 FLORIDA

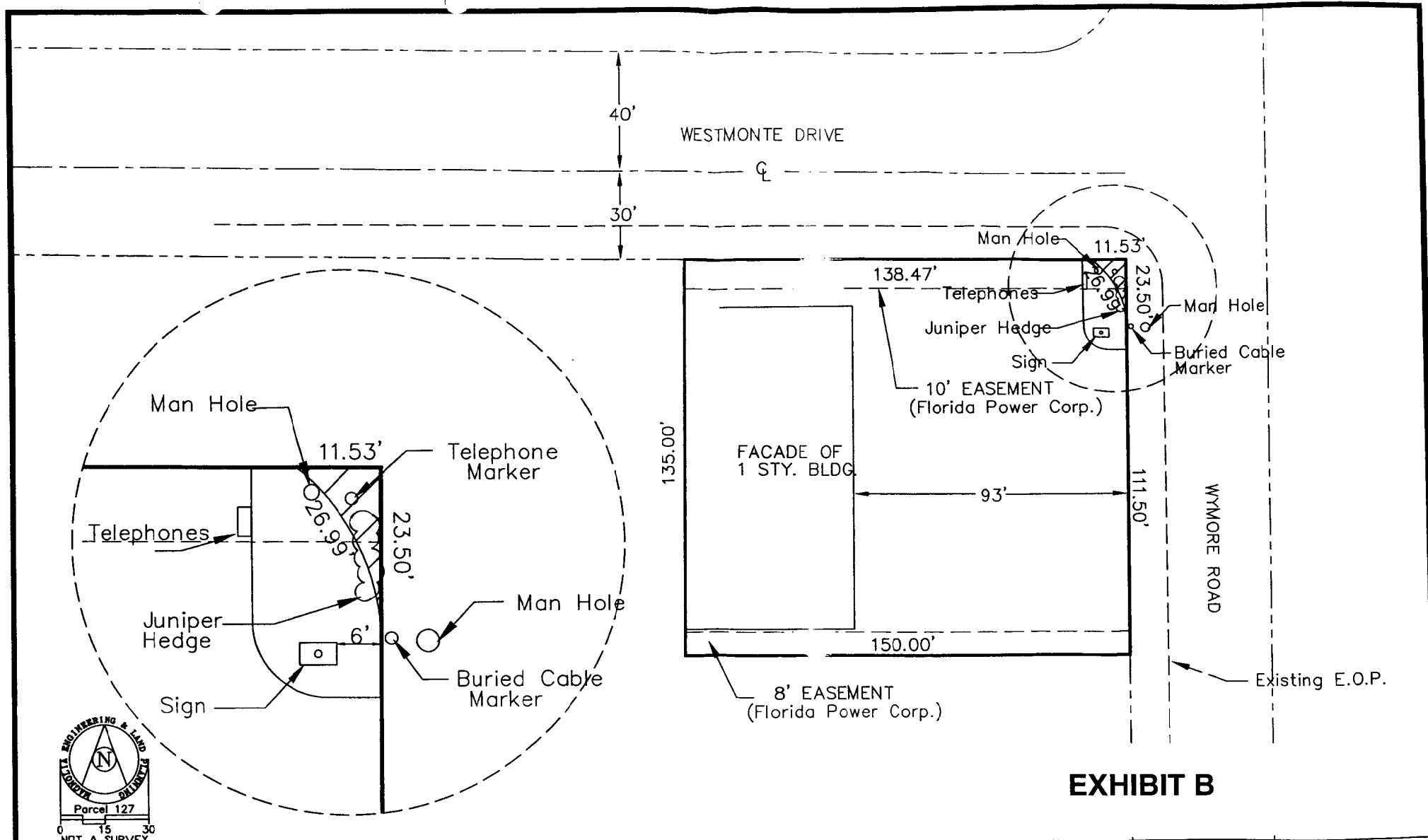
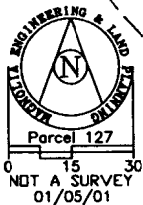


EXHIBIT B



MAGNOLIA ENGINEERING & LAND PLANNING, INC.
 246 N. WESTMONTE DRIVE,
 ALTA MONTE SPRINGS, FL 32714
 PHONE: 407-772-1329 FAX: 407-772-1340

**WYMORE ROAD
 TAKING - PARCEL 127**
 SEMINOLE COUNTY
 FLORIDA

SHEET
2

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida Corporation; whose address is One Progress Plaza, Suite 15A, St. Petersburg, Florida 33701, 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 **Wymore Road**; and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Wymore Road** 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:

(See, attached composite Exhibit A)

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
Easement over Parcel No. 123	12/7/65	Spring Valley Farms, Inc.	Florida Power Corporation	565/490
Easement over Parcel No. 127	7/25/73	R. Max Heir	Florida Power Corporation	997/335

PROVIDED that the COMPANY has the following rights:

EXHIBIT C

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.

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.

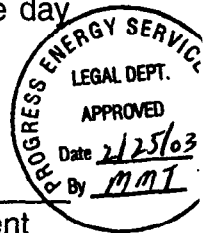
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

[Signature]
Secretary

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

By: [Signature]
Sarah S. Rogers Vice , President



(CORPORATE SEAL)

Date: February 27, 2003

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. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting

[Signature]
County Attorney
HMB/lpk
2/11/03

000003

RIGHT-OF-WAY DESCRIPTION

PROJECT: Wymore Road
OWNER(S): Celia M. Mendez
R/W PARCEL NO.: 123
TAX I.D. NUMBER: 14-21-29-516-0000-0010-0-1
CONSULTANT: Glace & Radcliffe, Inc.
CERTIFICATE NO.: 94.06210

That part of Lot 1, Spring Valley Village, as recorded in Plat Book 25, Page 70 of the Public Records of Seminole County, Florida; as conveyed by Warranty Deed as recorded in Official Records Book 2156, Page 35 of the Public Records of Seminole County, Florida. Being more particularly described as follows:

Description

Begin at the Northeast corner of Lot 1, Spring Valley Village, as recorded in Plat Book 25, Page 70 of the Public Records of Seminole County, Florida; thence run South 00° 18' 15" West along the East line of said Lot 1, a distance of 57.23 feet to the Point of Curvature of a curve concave Northwesterly, having a radius of 25.00 feet, a central angle of 40° 55' 40", and a chord bearing of South 20° 22' 29" West; thence Southwesterly along the arc of said curve a distance of 17.86 feet to a point on a curve; thence North 00° 18' 15" East a distance of 73.67 feet to the North line of the aforesaid Lot 1; thence South 89° 28' 11" East along said North line a distance of 6.00 feet to the Point of Beginning.

Containing 411 square feet, more or less.

Subject to a 15 foot platted easement per Spring Valley Village as recorded in Plat Book 25, Page 70 of the Public Records of Seminole County, Florida and any other easements of record.

The sketch for this description is shown on Sheets 12 & 13 of 17 of the right-of-way map for Wymore Road.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards for Surveying as set forth in Chapter 61G17-6 Florida Administrative Code.

Ronald B. Kesselring 3-17-97
 Ronald B. Kesselring
 Florida Registered Land Surveyor No. 2556
 NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Glace & Radcliffe, Inc.
 800 South Orlando Avenue
 Maitland, Florida 32751
 (407)647-6623

14015 1679
 SEMINOLE CO., FL

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION

000000

PROJECT: Wymore Road
OWNER(S): Handi-Chek, Inc., a Florida Corporation
R/W PARCEL NO.: 127
TAX I.D. NUMBER: 14-21-29-300-014L-000-0-1
CONSULTANT: Glace & Radcliffe, Inc.
CERTIFICATE NO.: 94.06210

That part of the northwest ¼ of the southwest ¼ of Section 14, Township 21 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Description

Commence at an iron rod marking the northeast corner of the northwest ¼ of the southwest ¼ of Section 14, Township 21 South, Range 29 East, Seminole County, Florida; thence run South 00°18'15" West along the east line of said northwest ¼ of the southwest ¼, a distance of 1127.80 feet to a point; thence North 89°43'07" West, a distance of 25.00 feet to the intersection of the easterly right-of-way line of Wymore Road and the southerly right-of-way line of Westmonte Drive, and the Point of Beginning; thence South 00°18'15" West along said easterly right-of-way line, a distance of 23.50 feet to a point on a curve concave southwesterly, having a radius of 30.00 feet, a central angle of 51°33'11" and a chord bearing of North 25°28'20" West; thence northwesterly along the arc of said curve, a distance of 26.99 feet to the intersection with the aforesaid southerly right-of-way line of Westmonte Drive; thence South 89°43'07" East along said southerly right-of-way line, a distance of 11.35 feet to the Point of Beginning.

Containing 81 square feet, more or less.

Subject to a 10' Florida Power Corp. easement Official Records Book 1375, Page 535-537 and any other easements of record.

The sketch for this description is shown on Sheet 14 of 17 of the right-of-way map for Wymore Road.

I hereby certify that this legal description is true, accurate and complete to the best of my knowledge and is in compliance with the Minimum Technical Standards for Surveying as set forth in Chapter 61G17-6 Florida Administrative Code.

Ronald B. Kesselring 3-12-97
 Ronald B. Kesselring
 Florida Registered Land Surveyor No. 2556
 NOT VALID WITHOUT SURVEYOR'S EMBOSSED SEAL

Glace & Radcliffe, Inc.
 800 South Orlando Avenue
 Maitland, Florida 32751
 (407)647-6623

4015 1684
 SEMINOLE CO., FL

EMPHASIS "A"