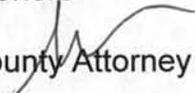


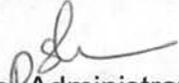
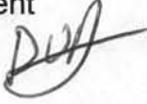


**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney 

FROM: Al Schwarz, Assistant County Attorney AHS  
Ext. 5736

CONCUR: Pam Hastings  Administrative Manager/Public Works Department  
David V. Nichols, P.E./Principal Engineer/Engineering Division 

DATE: August 18, 2005

SUBJECT: Easement Holder:  
Florida Power Corporation d/b/a Progress Energy of Florida, Inc.  
Eden Park Avenue road improvement project  
Parcel Nos. 101 and 109  
*Seminole County v. Novoa, et al.*  
Case No. 2005-CA-1237-13-G

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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 and Distribution Easement interest of Florida Power Corporation d/b/a Progress Energy of Florida, Inc. "PEC", relating to Eden Park Avenue particularly Parcel Nos. 101 and 109. The referenced parcels have been acquired by Order of Take.

The BCC adopted Resolution No. 2004-R-73 on April 13, 2004, authorizing the acquisition of parcels involved with Eden Park Avenue and finding that the Eden Park Avenue road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

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

PEC's interest in the referenced properties includes an Easement and a Distribution Easement for construction, operation and maintenance of overhead and underground

electric utility facilities. PEC has agreed to provide the subordination of its easements interests without charge. This will also preclude PEC's involvement in the referenced case.

AHS/dre

Composite Exhibit A - Location Maps

Composite Exhibit B - Subordination Agreement

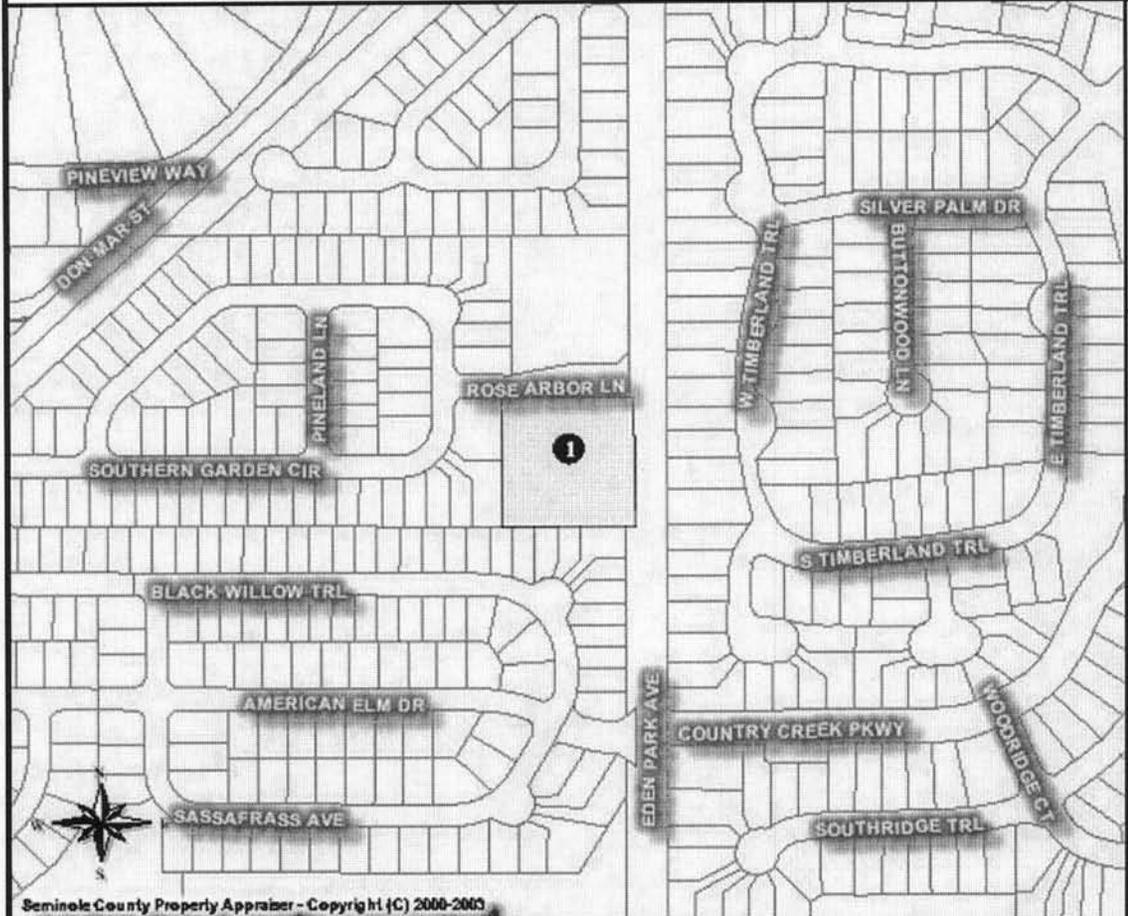
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Parcel No. 101

SEMINOLE COUNTY FL.

**PROPERTY APPRAISER**

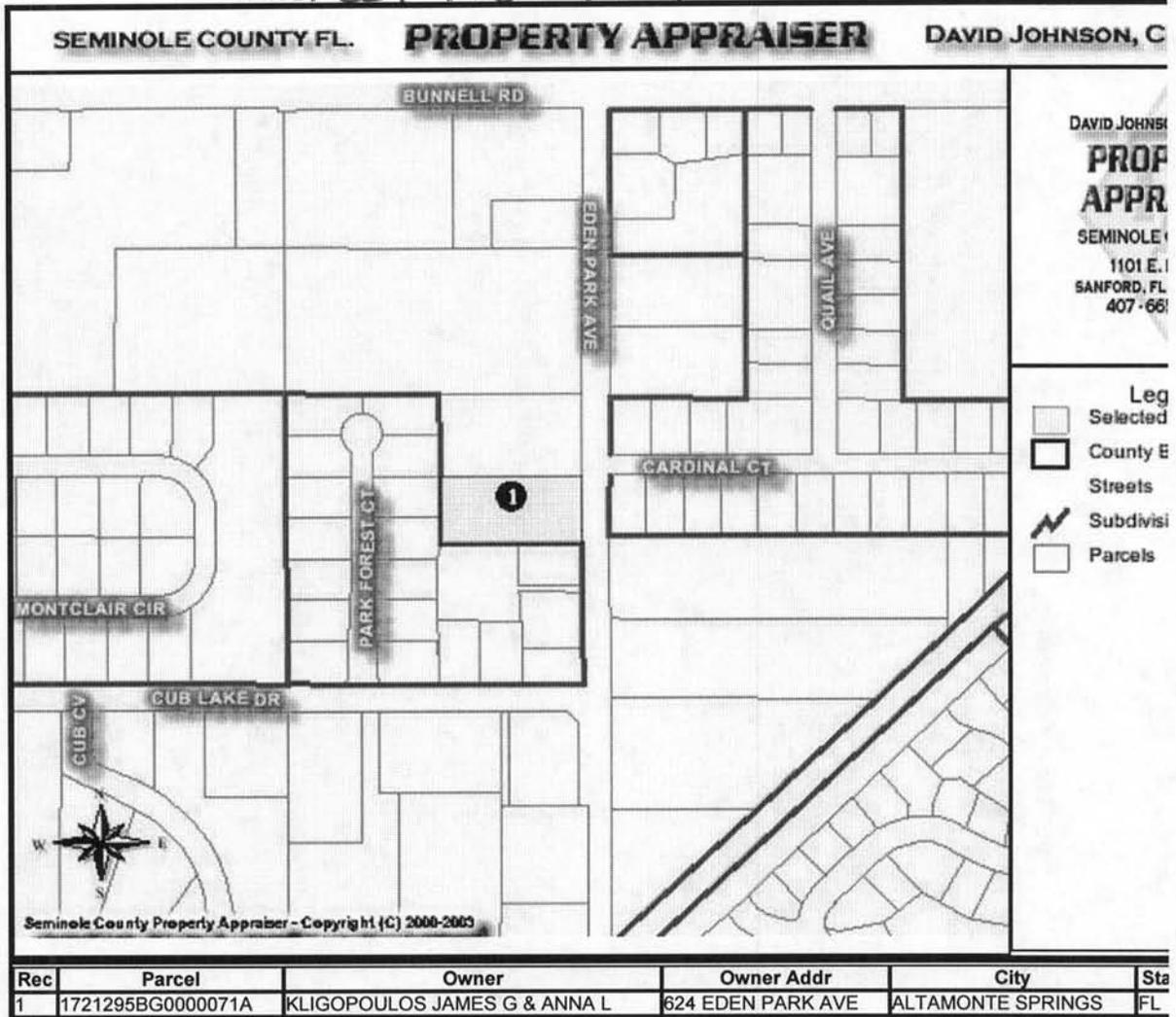
DAVID JOHNSON



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

Rec	Parcel	Owner	Owner Addr	City	State
1	202129300014A0000	NOVOA AROLD & MARIA V	1214 LIEBIG ST	LODI	CA

Parcel No. 109



**SUBORDINATION OF UTILITY INTERESTS**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., whose address is 100 Central Avenue, 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 **Eden Park Avenue**; and

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

**PARCEL NO. 101  
FEE SIMPLE**

**EDEN PARK AVENUE**

That portion of:  
the following described parcel as recorded in Official Records Book 1938, page 1132, Public Records of Seminole County, Florida,  
The East 328.00 feet of the North quarter of the South half of the Southwest quarter of Section 20, Township 21 South, Range 29 East, Less the East 30 feet for Road Right of Way, and Less the North 35.00 feet thereof, lying and being in Seminole County, Florida.

Being more particularly described as follows:

Begin at the intersection of the south Right of Way line of Rose Arbor

Lane according to the plat of CAMDEN CLUB as recorded in Plat Book 54, Pages 1 through 3, of the Public Records of Seminole County, Florida, with the west Right of Way line of Eden Park Avenue; thence run S 00°02'55" W along said west Right of Way line said line being 30.00 feet west of and parallel with the east line of the southwest quarter of Section 20, Township 21 South, Range 29 East, for a distance of 292.49 feet; thence run N 89°41'23" W, for a distance of 22.50 feet to the northeast corner of FOREST EDGE UNIT 1 AT COUNTRY CREEK according to the plat thereof as recorded in Plat Book 41, pages 66 through 68 of said Public Records; thence run N 00°02'55" E, for a distance 292.51 feet to the south Right of Way line of said Rose Arbor Lane; thence run S 89°38'21" E, along said south Right of Way line for a distance of 22.50 feet to the Point of Beginning.

Containing 6581 square feet, more or less.

Parcel I.D. No.: 20-21-29-300-014A-0000

**AND**

**PARCEL NO. 109  
FEE SIMPLE**

**EDEN PARK AVENUE**

That portion of:  
the following described parcel as recorded in Official Records Book 2455, page 1889, subject to Right of Way deeds and agreements as shown in the plat of MCNEILS ORANGE VILLA as recorded in Plat Book 2, Pages 99 through 101 and QuitClaim deed as recorded in Deed Book 46, Page 219 of the Public Records of Seminole County, Florida,  
The South 150 feet of the South one-half of that part of Lot 71, MCNEIL'S ORANGE VILLA, according to the plat thereof as recorded in Plat Book 2, Pages 99 through 101, Public Records of Seminole County, Florida, described as follows: From the North West corner of said Lot 71, run South 89°31'17" East, 331.35 feet along the North line of said Lot 71 to the point of beginning; thence run South 89°31'17" East, 306.35 feet; thence South 00°03'45" West, 329.53 feet along the West line of Eden Park Road' thence run North 89°30'56" West; 306.25 feet; thence run North 00°02'39" East, 329.49 feet to the point of beginning.

Being more particularly described as follows:

Begin at a 4 inch by 4 inch concrete monument stamped "P.R.M. LS 4714" at the northeast corner of Lot 18, PARK PLACE, according to the plat thereof as recorded in Plat Book 55, Page 40, Public Records of Seminole County, Florida; thence run N 89°34'53" W along the north line of said Lot 18 for a distance of 27.14 feet; thence run N 00°02'55" E for a

distance of 150.00 feet to the south line of that parcel described in Official Records Book 1923, page 1650, of said Public Records; thence run S 89°34'53" E along said south line for a distance of 26.98 feet to the west Right of Way line of Eden Park Avenue; thence run S 00°00'39" E along said west Right of Way line for a distance of 150.00 feet to the Point of Beginning.

Containing 4059 square feet, more or less.

Parcel I.D. No.: 17-21-29-5BG-0000-071A

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 Tx	03/11/49	George A. Wiegel and Mayme Wiegel	Florida Power Corporation	157/92
Distribution Easement	08/02/79	H.A. Bradwell and H.A. Bradwell, Jr.	Florida Power Corporation	1256/0867-0868

**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.

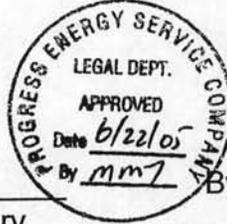
3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

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, alteration 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:



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

R. Alexander Glenn  
Assistant Secretary

By: Sarah S. Rogers  
Vice President



(CORPORATE SEAL)

Date: 7/8/05

3300 Exchange Place  
Lake Mary, FL 32746

STATE OF Florida  
COUNTY OF Seminole

I HEREBY CERTIFY that, on this 8th day of July, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sarah S. Rogers and Vice ~~as~~ President and Secretary, respectively, of Florida Power Corporation d/b/a Progress Energy, Florida, Inc., 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 also affixed thereto the official seal of the corporation.



Jeannie Rodgers  
Print Name Jeannie Rodgers  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: June 1, 2007

**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

AS/dre  
06/13/05

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