

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Utility Easement for Environmental Studies Center

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

AUTHORIZED BY: Jamie Croteau **CONTACT:** Meloney Lung ^{McL} **EXT.** 5256

Agenda Date <u>10/28/03</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION: Approve and authorize Chairman to execute a Progress Energy Distribution Easement involving Parcel # 27-20-30-501-0000-0140, for utility connections to the new Environmental Studies Center, 2985 Osprey Trail, Spring Hammock Preserve, Longwood.

BACKGROUND:

Under a cooperative agreement between the Seminole County Board of County Commissioners and School Board of Seminole County, the School Board is in the process of constructing a new Environmental Studies Center. This joint use facility is being constructed by the School Board in the Spring Hammock Preserve at 2985 Osprey Trail and the land is titled to Seminole County BCC.

As a part of the construction of this facility, a 10 foot electrical service utility easement is required by Progress Energy to install electrical service from existing utility lines on Osprey Trail to the new center. A site plan is attached.

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

District 5, Commissioner McLain

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. <u>ASS01</u>



DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("**GRANTOR**"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation ("**GRANTEE**"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportioners, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by **GRANTEE** or others, said facilities being located in, on, over, under or across the following described "Easement Area" within **GRANTOR'S** premises in Seminole County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of **GRANTEE's** facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development.

Lots 14-17 & 20, (LESS part of Lot 17 & 20 South of **SOLDIER'S CREEK**) SHUMANS ADDITION TO **EUREKA HAMMOCK**, according to the plat thereof as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County, Florida.

Tax Parcel Number: 27-20-30-501-0000-0140

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 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. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and the **GRANTOR** reserves the right to grant rights to others affecting the said easement area provided that (1) notice is first given to **GRANTEE** and (2) in the reasonable judgment of **GRANTEE**, such rights do not create a dangerous or unsafe condition or unreasonably conflict the rights granted to **GRANTEE** herein.

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 the 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 and such other property as deemed necessary by **Grantee**. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to include the actual facilities and necessary property.

27	TWP.	RGE.	COUNTY	GRANTOR	
20		30	SEMINOLE	Seminole B C C	
				(Soldier's Park)	PROJECT
					J-03-1207664

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 said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 200_____.

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.

Approved as to form and
legal sufficiency.

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

County Attorney

