

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Distribution Easement to Florida Power Corporation from Seminole County

DEPARTMENT: Environmental Services **DIVISION:** Water & Wastewater

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** Gary Rudolph *GR* **EXT.** 2020
Robert G. Adolphe, P.E., Director Manager

Agenda Date <u>11/26/02</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:

Board to approve and Chairman to execute granting a distribution easement to Florida Power Corporation at the Greenwood Lakes Wastewater Treatment Plant.

BACKGROUND:

The current improvement project at the Greenwood Lakes Wastewater Treatment Plant includes upgrading and modernizing the electrical controls. A larger transformer is needed and should be placed as close as possible to the new electrical control room. This easement will allow Florida Power Corporation to place the new transformer correctly.

Reviewed by:
Co Atty: <u>na</u>
DFS: <u>na</u>
Other: <u>na</u>
DCM: <u><i>GR</i></u>
CM: <u><i>GR</i></u>
File No. <u>CESW01</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**, 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, 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 centerline of said Easement Area to begin at a point on the West property line 165 feet South of the Northwest corner of the following described property: thence run East a distance of 125 feet; thence run Northeasterly a distance of 50 feet to the end of said Easement Area.

Begin 20 feet South and 100 feet East of the West 1/4 corner, thence run East 450 feet; thence run South 440 feet; thence run West 450 feet; thence run North 440 feet to beginning.

Tax Parcel Number: 20-20-30-300-006C-0000

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 within the easement area; (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.

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 reasonable 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 the parties. 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**.

This document prepared by: Marva Taylor
 Return to: Florida Power Corporation
 2600 Lake Lucien Drive, Ste. 400
 Maitland, FL 327-51-7234

20	SEC.
20	TWP.
30	RGE.
Seminole	COUNTY
SeminoleCounty	GRANTOR
L-02-1042072	PROJECT

