

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 1. Grant of Utility Easement Agreement Seminole County/ Florida Power and Light ; 2. Conceptual Site Plan

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Alison Stettner

CONTACT: Tina Williamson

EXT: 7375

MOTION/RECOMMENDATION:

1. Approve the Grant of Utility Easement Agreement and associated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres and authorize the Chairman to execute the aforementioned documents, based on staff findings (Seminole County and Florida Power and Light, applicants); or

2. Deny the Grant of Utility Easement Agreement and associated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres (Seminole County and Florida Power and Light, applicants);

3. Continue the request until a time and date certain.

District 5 Brenda Carey

Alan Willis

BACKGROUND:

At its meeting on November 10, 2009, the Board of County Commissioners requested a public hearing to review and approve the Grant of Utility Easement Agreement and Conceptual Site Plan for the proposed FPL substation at the Yankee Lake Water Treatment Facility. The County Attorney's Office has prepared the Grant of Utility Easement Agreement in collaboration with staff from Environmental Services and Planning and Development. The subject property has a Future Land Use designation of Public and is zoned A-1 (Agriculture), which permits the proposed use.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Grant of Utility Easement Agreement and associated Conceptual Site Plan for a Florida Power and Light (FPL) electrical substation to be located at the Yankee Lake Water Treatment Facility, on approximately 5.02 acres and and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Maps and Aerials
2. Reduced Copy of Site Plan
3. Easement Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)



Yankee Lakes Road

Water Plant Road

Site

46

W SR 46

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7254

**GRANT OF UTILITY EASEMENT AGREEMENT
SEMINOLE COUNTY/FLORIDA POWER & LIGHT COMPANY**

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20__, by and between **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 GRANTOR and **FLORIDA POWER & LIGHT COMPANY**, a corporation existing under the laws of the State of Florida, whose mailing address is Post Office Box 14000, Juno Beach, Florida 33408, hereinafter referred to as the GRANTEE, and

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration as set forth herein, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its successors, an exclusive easement for ingress and egress access and utility purposes, with full authority to enter upon, construct, operate and maintain, as the GRANTEE and its successors may deem necessary, an electric utility substation including, but not limited to, wires, poles, towers, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for electrical and drainage purposes, appurtenant equipment for the transmission and distribution of electricity, and other uses consistent with the operation of an electric utility substation (all of the foregoing hereinafter referred to as "Facilities"), together with the right from time to time to inspect, maintain, repair, replace, or remove such Facilities or any part thereof over, under, upon and across the following described property, hereinafter referred to as "Easement Area," situate in the County of Seminole, State of Florida, to wit:

See Exhibit "A"

attached hereto and incorporated fully herein by reference.

TO HAVE AND TO HOLD said easement for the aforementioned utility and ingress and egress access purposes unto said GRANTEE and its successors, subject to the following terms and conditions.

GRANTOR AND GRANTEE further covenant that this grant of easement shall be subject to the following terms and conditions:

1. **GRANTEE** and its successors shall, in accordance with the Arbor Permit required with the Conceptual Site Plan, attached hereto

and incorporated herein as Exhibit "B," have the right to clear, keep clear and remove from said Easement Area all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, or maintenance of the Facilities installed thereon by the GRANTEE and its successors, and the GRANTOR and its successors, agree not to build, construct, or create, or permit others to build, construct, or create any buildings or other structures on said Easement Area. GRANTOR expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written notification to GRANTEE or its successors. GRANTEE agrees that construction staging, if any, needed for its electric utility substation, shall occur within the Easement Area.

2. **GRANTEE** shall use the easement only for the construction, installation, operation, and maintenance of an electric utility substation, including, but not limited to, wires, poles, towers, cables, conduits, anchors, guys and equipment associated therewith, attachments and appurtenant equipment for electric purposes and drainage purposes, appurtenant equipment for the transmission and distribution of electricity, and other uses consistent with the operation of an electric utility substation all of the foregoing hereinafter referred to as "Facilities", together with the right and privilege from time to time, subject to GRANTOR concurrence, to inspect, repair, replace or remove such Facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including the right to mark the location of any underground Facilities on the Easement Area by above-ground and other suitable markers.

3. **GRANTOR** shall allow access, ingress and egress at all times to GRANTEE, its contractors, employees, agents and invitees to the Easement Area only through Yankee Lake Road and Water Plant Road ("access roads") which grant access to the Easement Area from State Road 46 as depicted in Exhibit "A." GRANTEE shall construct a twenty-five feet (25') wide road across Progress Energy's existing gas line at the entrance of the Easement Area as depicted in Exhibit "A." GRANTEE shall maintain and repair as necessary these access roads. GRANTEE shall remit to GRANTOR a sum equaling one-half of the costs required to replace the two (2) gates located on Exhibit "A," within thirty (30) days of notice from the GRANTOR.

4. **GRANTEE** shall be responsible for relocation, including payment for labor and materials, of the guy wires required by GRANTOR for installation of the pipelines for GRANTOR's Seminole County Regional Water Treatment Facility at Yankee Lake.

5. **GRANTEE** shall be responsible for installing, including payment for labor and materials, of all electrical lines from the initial connection point to the final termination of connection for

all runs, distances and feeder lines for Phase I of the Seminole County Regional Water Treatment Facility at Yankee Lake as depicted on Exhibit "A."

6. **GRANTEE** shall at all times comply, as determined by GRANTOR, with the Conceptual Site Plan approved by GRANTOR attached as Exhibit "B."

7. **GRANTEE's** use of Easement Area is limited to an unmanned electric utility substation. GRANTEE shall be permitted to access the Easement Area for routine maintenance an average of two (2) times each month during regular daytime business hours only; provided, however that GRANTEE shall be permitted to access the Easement Area during emergency situations as needed.

8. **GRANTEE** agrees that the impervious area of the Easement Area shall not exceed 1.8 acres.

9. **GRANTEE** agrees that the maximum allowable height of the electric utility substation, including all appurtenant structures on the Easement Area, shall not exceed thirty-five feet (35').

10. **GRANTEE** agrees that a twenty-five feet (25') buffer shall surround the entire perimeter of the electric utility substation within the Easement Area excluding the access road to the Easement Area and the stormwater retention ponds. The buffer shall be comprised of a minimum of six (6) Sand Pines for each one hundred (100) linear feet. GRANTEE may utilize existing vegetation to meet the aforementioned planting requirement.

11. **GRANTEE** agrees that the electric utility substation shall not be lighted; provided, however, that GRANTEE shall be permitted to light the electric utility substation during emergency situations as needed.

12. **GRANTEE** shall neither assign nor lease the Easement Area.

13. **GRANTEE** shall fully comply with all Federal, State and local statutes, codes, ordinances and regulations, including site plan regulations. GRANTEE shall comply with Best Management Practices for Threatened and Endangered Species as set forth in Chapter 68A-27, Florida Administrative Code, with regard to activities occurring on the Easement Area. GRANTEE shall not store on the Easement Area any materials deemed explosive or hazardous by the State of Florida, Department of Environmental Protection.

14. **GRANTEE** shall defend, indemnify and save the GRANTOR harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this easement or in any act or omission in any manner related to said

easement irrespective of negligence, actual or claimed, upon the part of the GRANTOR, including all charges, expenses and costs, and attorneys' fees, incurred by the GRANTOR on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the GRANTOR to the GRANTEE, then the aforementioned sum shall be deemed to be such specific consideration and GRANTEE acknowledges the adequacy and sufficiency of said specific consideration. GRANTOR and GRANTEE hereby agree that an action at law may not provide a sufficient remedy for material breaches hereof and therefore, specific performance shall be an available remedy to either party to enforce the provisions hereunder.

15. GRANTOR and GRANTEE agree that venue for actions to enforce the provisions hereunder shall be in Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions. GRANTOR and GRANTEE shall each bear its own costs and attorneys fees in any such actions.

16. GRANTEE agrees that in the event that it discontinues use of the Easement Area as an electric utility substation, the utility and ingress and egress easements hereby granted shall terminate and the Easement Area shall revert to GRANTOR. GRANTEE further agrees that within one (1) year of discontinuance of said use, it shall remove all Facilities from the Easement Area and leave the Easement Area in a clean condition acceptable to GRANTOR.

THE GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands and seals, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
BOB DALLARI, Chairman

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

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

[Signatory page continues on Page 5]

Signed, sealed and delivered
In the presence of:

FLORIDA POWER & LIGHT COMPANY
a Florida corporation

By: _____

Witness

Print Name

Print Name

Witness

Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, Director of Corporate Real Estate, who is personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do

IN WITNESS WHEREOF, I hereto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
Commission No: _____
My Commission Expires: _____

SED/dre
01/08/10

Attachments:

- Exhibit "A" - Legal description
 - Exhibit "B" - Conceptual Site Plan
- P:\Users\Dedge\My Documents\Instruments\FPL Easement At Yankee Lake.Docx

LEGAL DESCRIPTION:

A PORTION OF SECTION 38, TOWNSHIP 19 SOUTH, RANGE 29 EAST, KNOWN AS THE MOSES E. LEVY GRANT, IN SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 29, EAST, THENCE RUN N89°30'11"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 2524.89 FEET TO A POINT ON THE CENTERLINE OF A FLORIDA POWER AND LIGHT (FORMERLY KNOWN AS FLORIDA PUBLIC SERVICE COMPANY) EASEMENT RECORDED IN DEED BOOK 74, PAGE 184, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N29°30'14"E ALONG SAID CENTERLINE, 3652.48 FEET TO A POINT ON THE SOUTH LINE OF THE MOSES E. LEVY GRANT; THENCE CONTINUE N29°30'14"E ALONG THE CENTERLINE OF A 70 FOOT WIDE RIGHT OF WAY FOR THE AFOREMENTIONED FLORIDA PUBLIC SERVICE COMPANY, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 302.95 FEET, THENCE RUN S60°29'46"E, 48.68 FEET TO A POINT ON THE WESTERLY LINE OF A 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 04169, PAGE 1405, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S60°29'46"E, 50.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT, THENCE RUN S29°24'18"W ALONG SAID EASTERLY LINE, 25.00 FEET, THENCE RUN N60°29'46"W, 50.00 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF A 50 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT, THENCE RUN N29°24'18"E ALONG SAID WESTERLY LINE, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,250 SQUARE FEET (0.03 ACRES) MORE OR LESS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83/90, DERIVING A BEARING OF N89°30'11"W ALONG THE SOUTH LINE OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 29 EAST.
2. THIS IS NOT A BOUNDARY OR TOPOGRAPHIC SURVEY. IMPROVEMENTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY.

LEGEND:

	LINE BREAK
DB	DEED BOOK
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
SEC.	SECTION
CL	CENTERLINE
POB	POINT OF BEGINNING
OHE	OVERHEAD LINE
G	BURIED GAS LINE

William D. Donley
WILLIAM D. DONLEY JUNE 10, 2009
DATE

PROFESSIONAL SURVEYOR &
MAPPER LICENSE NUMBER 5381

(SEE SHEET 2 OF 2
FOR SKETCH OF DESCRIPTION)

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**YANKEE LAKE
EXHIBIT A**

EASEMENT

MOSES E. LEVY GRANT

SECTION 38, TOWNSHIP 19 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY FLORIDA



**BOWYER
SINGLETON**

LAND DEVELOPMENT & TRANSPORTATION ENGINEERING
PLANNING | SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
PHONE: 407.843.5120 FAX: 407.648.9104
BSA-CIVIL.COM
CERTIFICATE OF AUTHORIZATION No. LB 1221

SKETCH OF DESCRIPTION

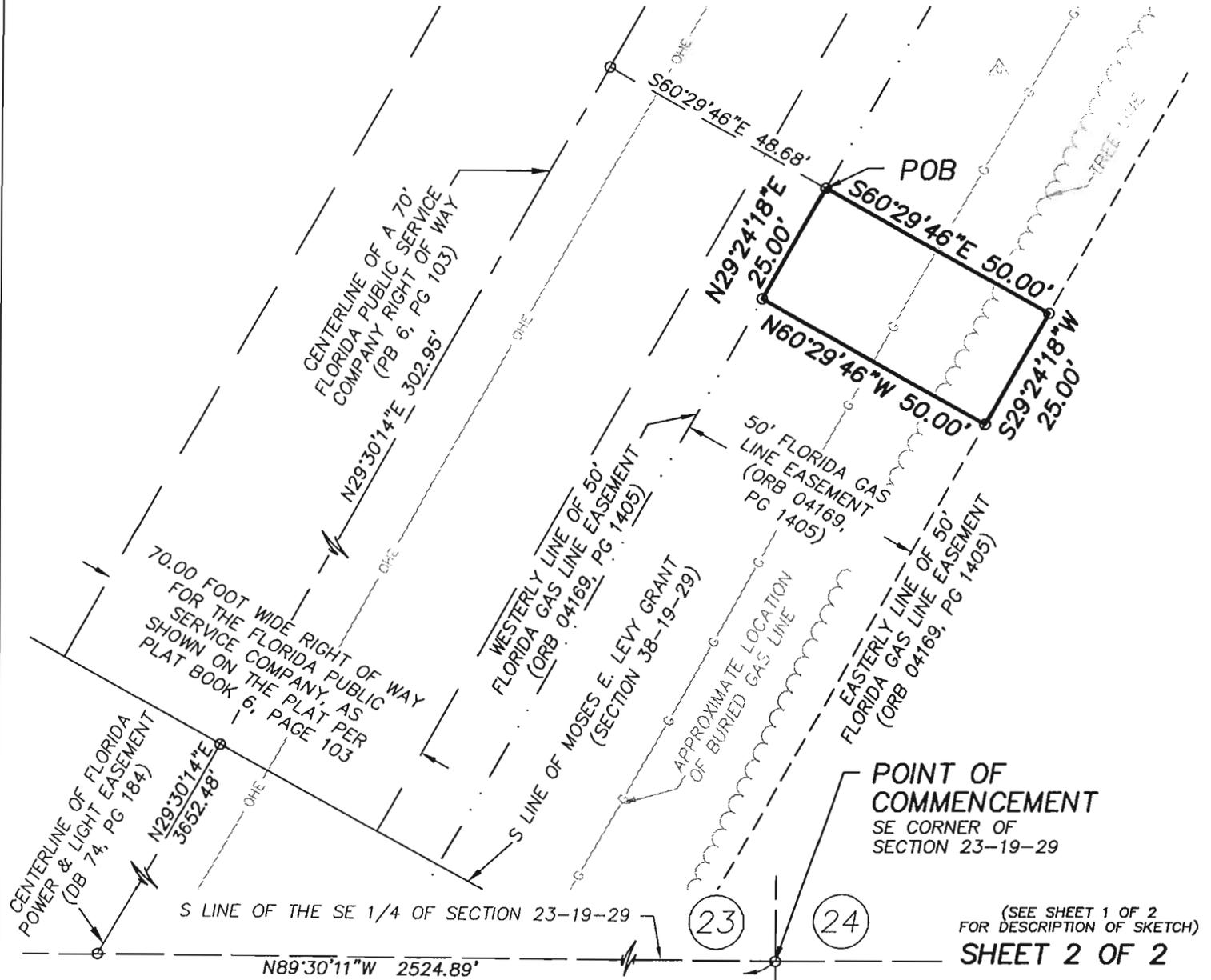
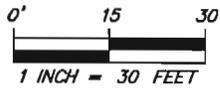
—FOR—

**FLORIDA POWER
& LIGHT COMPANY**

DATE: 5/29/09
REV DATE:

SCALE 1" = 30

DRAWN BY: DOC
CHECKED BY: YDD



(SEE SHEET 1 OF 2 FOR DESCRIPTION OF SKETCH)
SHEET 2 OF 2

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**YANKEE LAKE
 EXHIBIT A**

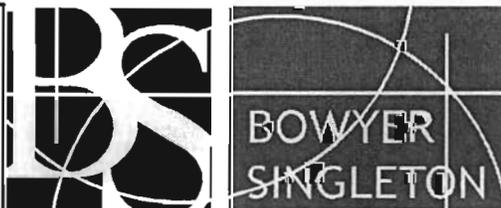
EASEMENT

MOSES E. LEVY GRANT

SECTION 38, TOWNSHIP 19 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY

FLORIDA



**BOWYER
 SINGLETON**

DEVELOPMENT & TRANSPORTATION ENGINEERING

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SKETCH OF DESCRIPTION

-FOR-

**FLORIDA POWER
 & LIGHT COMPANY**

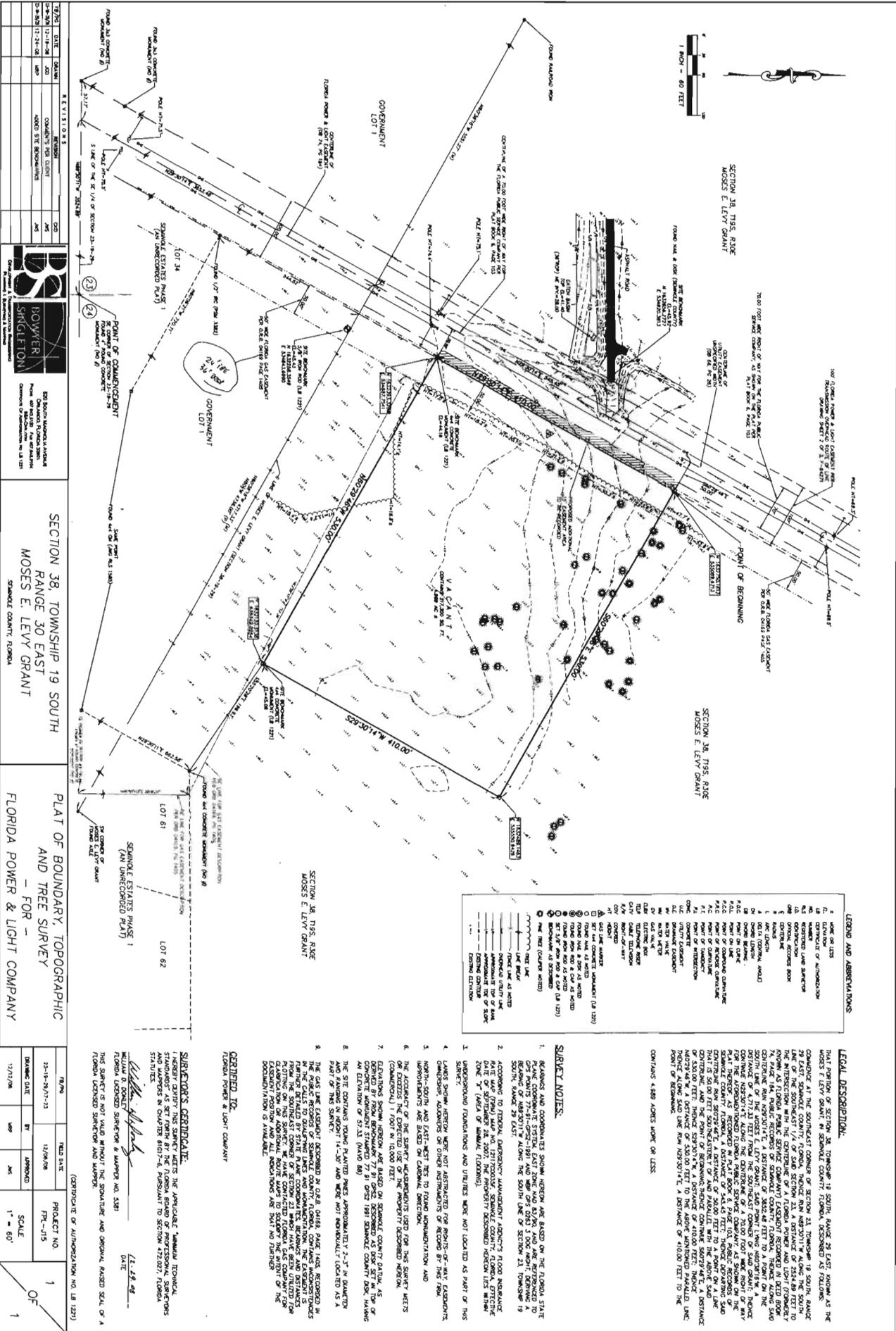
DATE: 5/29/09

REV DATE:

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SCALE 1" = 30'

CHECKED BY: WDD



DATE	BY	REVISION
12-29-08	WJ	FINAL
12-29-08	WJ	ADDED SEE REMARKS
12-29-08	WJ	ADDED SEE REMARKS
12-29-08	WJ	ADDED SEE REMARKS

**SECTION 38, TOWNSHIP 19 SOUTH
 RANGE 30 EAST
 MOSES E. LEVY GRANT**
 SEMINOLE COUNTY, FLORIDA

**PLAT OF BOUNDARY, TOPOGRAPHIC
 AND TREE SURVEY
 FOR
 FLORIDA POWER & LIGHT COMPANY**

DATE	BY	APPROVED	SCALE
12-19-07	WJ	WJ	1" = 80'

REVISIONS

POINT OF BEGINNING

POINT OF COMMENCEMENT

SEMINOLE ESTATES PHASE I (AN UNRECORDED PLAN)

VA CANT

SECTION 38, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

LEGAL DESCRIPTION:

That portion of Section 38, Township 19 South, Range 30 East, Moses E. Levy Grant, in Seminole County, Florida, described as follows:

SURVEY NOTES:

- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, AND ARE REFERENCED TO THE MERIDIAN OF WEST LONGITUDE ALONG THE SOUTH LINE OF SECTION 19 SOUTH, RANGE 29 EAST.
- ACCORDING TO FEDERAL ENGINEERING ASSISTANT AGENT'S FLOOD INSURANCE DATE OF SEPTEMBER 28, 2007, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "V" (AREA OF ANNUAL FLOODING).
- UNDEVELOPED FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- LANDS SHOWN HEREON WERE NOT ASSUMED TO BE OWNERS OF ANY EASEMENTS, RIGHTS-OF-WAY, OR OTHER INTERESTS IN THE PROPERTY.
- NORTH-SOUTH AND EAST-WEST TIES TO ADJACENT PARCELS AND IMPROVEMENTS ARE BASED ON CASUAL OBSERVATION AND INFORMATION PROVIDED BY THE PROPERTY OWNERS.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS THE REQUIREMENTS OF THE FEDERAL ENGINEERING ASSISTANT AGENT'S FLOOD INSURANCE DATE OF SEPTEMBER 28, 2007, AS SET FORTH IN THE FEDERAL ENGINEERING ASSISTANT AGENT'S FLOOD INSURANCE DATE OF SEPTEMBER 28, 2007, AND IS NOT GUARANTEED TO BE AS HIGH AS THAT OF A PROFESSIONAL SURVEY.
- THE SITE CONTAINS TYPICAL FLORIDA PINE TREES APPROXIMATELY 2'-3" IN DIAMETER AT THE BASE.
- THE GAS LINE EASEMENT DESCRIBED IN 028, 0188, PAGE 1465, RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, CONTAINS RECORDS OF THE PROPERTY OWNERS AND IS NOT GUARANTEED TO BE AS HIGH AS THAT OF A PROFESSIONAL SURVEY.
- THE SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED SURVEYOR AND JUMPER.

CERTIFIED TO:

FLORIDA POWER & LIGHT COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE MINIMUM TECHNICAL REQUIREMENTS OF THE FLORIDA SURVEYING BOARD AND THE PROFESSIONAL SURVEYOR'S STANDARDS AND ETHICS ACT, CHAPTER 473, F.S., AND THE FLORIDA SURVEYING BOARD'S STANDARDS AND ETHICS ACT, CHAPTER 473, F.S., AND THE FLORIDA SURVEYING BOARD'S STANDARDS AND ETHICS ACT, CHAPTER 473, F.S.

DATE: 12-29-08

THE SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED SURVEYOR AND JUMPER.

LEGEND AND ABBREVIATIONS:

- 1. LINE OF LOTS
- 2. DIVISION OF ADJACENT
- 3. RECORDED LINE SURVEY
- 4. UNRECORDED LINE SURVEY
- 5. ORIGINAL RECORD BOOK
- 6. CORNER
- 7. LINE LOCATION
- 8. DISTANCE
- 9. BEARING
- 10. POINT OF COMMENCEMENT
- 11. POINT OF BEGINNING
- 12. POINT OF INTERSECTION
- 13. POINT OF CONSTRUCTION
- 14. POINT OF ADJUSTMENT
- 15. POINT OF OBSERVATION
- 16. POINT OF MEASUREMENT
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SECTION 38, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

SECTION 39, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

SECTION 40, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

SEMINOLE ESTATES PHASE I (AN UNRECORDED PLAN)

VA CANT

POINT OF BEGINNING

POINT OF COMMENCEMENT

SECTION 38, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

SECTION 39, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MOSES E. LEVY GRANT

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EXHIBIT B

Conceptual Site Plan

