



Board of County Commissioners

AGENDA ITEM

Meeting: 12/13/16 09:00 AM
Department: Business Development
Prepared By: Valerie Pianta
Initiator: Leonard Sossamon
DOC ID: 12624
Legal Request Number: 16-771
Bid/Contract Number:

TITLE

Blanket Easement for Right of Way With Duke Energy Florida, LLC

BRIEF OVERVIEW

The agreement is for a blanket easement with Duke Energy to install, operate and maintain electric services at Tax Parcel Number: R31 422 20 0000 0170 0010; 6440 Cedar Lane, Brooksville. The easement will consist of 10 feet measured from the center of either side of overhead installed facilities of Duke Energy located within the property.

FINANCIAL IMPACT

There is no financial impact.

LEGAL NOTE

Legal authority under Chapter 125, Florida Statutes.

RECOMMENDATION

Staff recommends the Board approve the attached Blanket Easement for Right of Way.

REVIEW PROCESS

Valerie Pianta	Completed	11/28/2016 4:37 PM
Michelle Bishop	Completed	11/30/2016 9:02 AM
Pam Lee	Completed	12/05/2016 10:06 AM
Sue Bishop	Completed	12/05/2016 11:20 AM
Randall Griffiths	Completed	12/02/2016 9:06 AM
Jenine Wimer	Completed	12/05/2016 4:53 PM
Leonard Sossamon	Completed	12/06/2016 3:30 PM
Tina Duenninger	Completed	12/07/2016 7:34 PM
Board of County Commissioners	Pending	12/13/2016 9:00 AM

Hernando County, Florida
Work Request #: 1380080
Address: 6440 Cedar Lane, Brooksville, FL 34601
STR: 31-22S-20E

EASEMENT

THIS EASEMENT ("Easement") from **HERNANDO COUNTY, FLORIDA**, ("GRANTOR," whether one or more) to **DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733 and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("GRANTEE");

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Hernando County, Florida, and referred to hereinafter as the Easement Area to wit:

A 10.00 foot wide Easement Area defined as lying 5.00 feet on each side of **GRANTEE's** Facilities to be installed at mutually agreeable locations over, under, across and through the following described property to accommodate present and future development:

The East ¼ of the Southeast ¼ of Section 31, Township 22South, Range 20 East, Hernando County, Florida.

Tax Parcel Number: R31 422 20 0000 0170 0010 (Parcel Key: 01752400)

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said Facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of Facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted; (d) to trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein. Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof. If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on

Prepared By: Bruce C. Crawford, Esq.
Crawford & Owen, P.A.
780 Carillon Parkway Suite 301
Saint Petersburg, Florida 33716

Return to: Duke Energy
Attn: Land Services
452 E. Crown Point Road
Winter Garden, FL 34787

the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

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.

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IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 13th day of December, 2016 and is effective as of the Effective Date herein.

(Official Seal)

Hernando County, Florida

BY: Board of County Commissioners

BY: [Signature]
Chairperson
Nicholas W. Nicholson
Print Name

DATE: 12-13-16

ATTEST:

BY: [Signature]
Clerk of the Board of County Commissioners

DONALD C BARBER JR
Print Name

DATE: 12-13-16

