

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** June 3, 2008  
**AGENDA ITEM NO.** 17.

**Consent Agenda**

**Regular Agenda**

**Public Hearing**

**County Administrator's Signature:**

**Subject:**

Accept a Quit Claim Deed

**Department:**

Real Estate Management/  
Public Works

**Staff Member Responsible:**

Paul S. Sacco, Director/  
Peter J. Yauch, P.E., Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS ACCEPT THE ATTACHED QUIT CLAIM DEED FROM FLORIDA POWER CORPORATION, D/B/A PROGRESS ENERGY FLORIDA, INC. (PROGRESS ENERGY), LOCATED IN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 15 EAST.

**Summary Explanation/Background:**

Progress Energy constructed a sidewalk, as a requirement for the addition of a new building, on their property located at 12600 Walsingham Road in St. Petersburg. Progress Energy desires to convey the sidewalk to the County, reserving an easement, for use as a public sidewalk. The property consists of approximately 4,919 square feet.

The reservation of an easement will allow Progress Energy access to construct and maintain overhead and/or underground facilities.

**Fiscal Impact/Cost/Revenue Summary:**

There are no funds involved in this transaction.

**Exhibits/Attachments Attached:**

Quit Claim Deed  
Location Map

**CONTRACT REVIEW TRANSMITTAL SLIP**  
**DEPARTMENT OF REAL ESTATE MANAGEMENT**  
**REAL PROPERTY DIVISION**

Subject: Quit Claim Deed

Department: Public Works

Prepared By: Elizabeth Lewis

Telephone No.: 44136

Parcel No.: 17/30/15/70632/100/0100

Owner: Florida Power Corporation,  
d/b/a Progress Energy Florida, Inc.

**PLEASE RETURN TO: REAL PROPERTY DIVISION**  
**509 EAST AVE. S. - 2<sup>ND</sup> FLOOR**  
**ATTN: JAMES R. MELOY**

Please review the attached Agreement and indicate any necessary revisions IN RED. Please make your review as complete and as soon as possible. Call Real Property at 43672 to pick-up and deliver to the next reviewer.

Review Sequence	Review Authority	Review Date	Signature	Review Comments	Comments Incorporated
1.	Real Property Division Attn: James R. Meloy	5/5/08	<i>JRM</i>		
2.	Real Estate Management Attn: Paul S. Sacco	5/7/08	<i>Paul Sacco</i>		
3.	Risk Management Attn: Beth Wininger	5/9/08	<i>Beth</i>		
4.	County Administration Attn: Mark S. Woodard	5/13/08	<i>MSW</i>		
5.	County Attorney Attn: Don Crowell, J.D.	5/13/08	<i>DC</i>		



COUNTY USE ONLY

**QUIT CLAIM DEED  
WITH EASEMENT RESERVATION**

**THIS QUIT CLAIM DEED**, executed this 28 day of February, 2008 by FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., (hereinafter "PEF") a corporation existing under the laws of the State of Florida, and having a principal place of business at 3300 Exchange Place, NP3B, Lake Mary, Florida 32746, to PINELLAS COUNTY, a political subdivision of the State of Florida, and having a principal place of business at 509 East Avenue South, Clearwater, Florida 33756, (hereinafter "County")

**WITNESSETH**, That PEF for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the County, the receipt whereof is hereby acknowledged, by these presents does remise, release and quit-claim unto the County the following property, located in Pinellas County, Florida, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

The property to be conveyed as described in Exhibit "A" is subject to the Reserved Easement set forth in Exhibit "B" attached hereto and made a part hereof which easement rights in said property PEF specifically reserves and does not convey herein.

PEF shall indemnify, reimburse, defend and hold harmless the County from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, including but not limited to liability under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 USC 9601 et. seq., and the Solid Waste Disposal Act (SWDA), as amended by Resource Conservation and Recovery Act (RCRA) 42 USC 6901 et. seq., imposed upon the County, arising out of or as a consequence of the use of the Property by PEF or any prior owner or operator which used toxic chemicals, hazardous substances (including hazardous wastes), or substances likely to infiltrate the soil or groundwater, the use of the property by the PEF or any prior owner or operator as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the property by PEF or any prior owner or operator as a garbage dump or landfill.

This document prepared by Bruce C. Crawford, Esquire  
Return to: Crawford, Owen & Hines, P.A.  
100 Second Avenue South, Suite 301N  
St. Petersburg, FL 33701

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of PEF, in law or in equity, to the only proper use and benefit of the County, its successors and assigns forever.

**IN WITNESS WHEREOF**, the party of the first part has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed And Delivered In the Presence of  
(Signature of Two Witnesses Required by Florida Law)

Florida Power Corporation d/b/a  
Progress Energy Florida, Inc.

Eileen Clark  
Witness

Print Name Eileen Clark

Nancy Harwell  
Witness

Print Name Nancy Harwell

BY: J. Dale Oliver  
J. Dale Oliver,  
Vice President



The foregoing instrument was acknowledged before me this 28 day of February, 2008, by J. Dale Oliver, as Vice President of Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

(AFFIX NOTARY SEAL)

Eileen M. Clark  
Notary Public

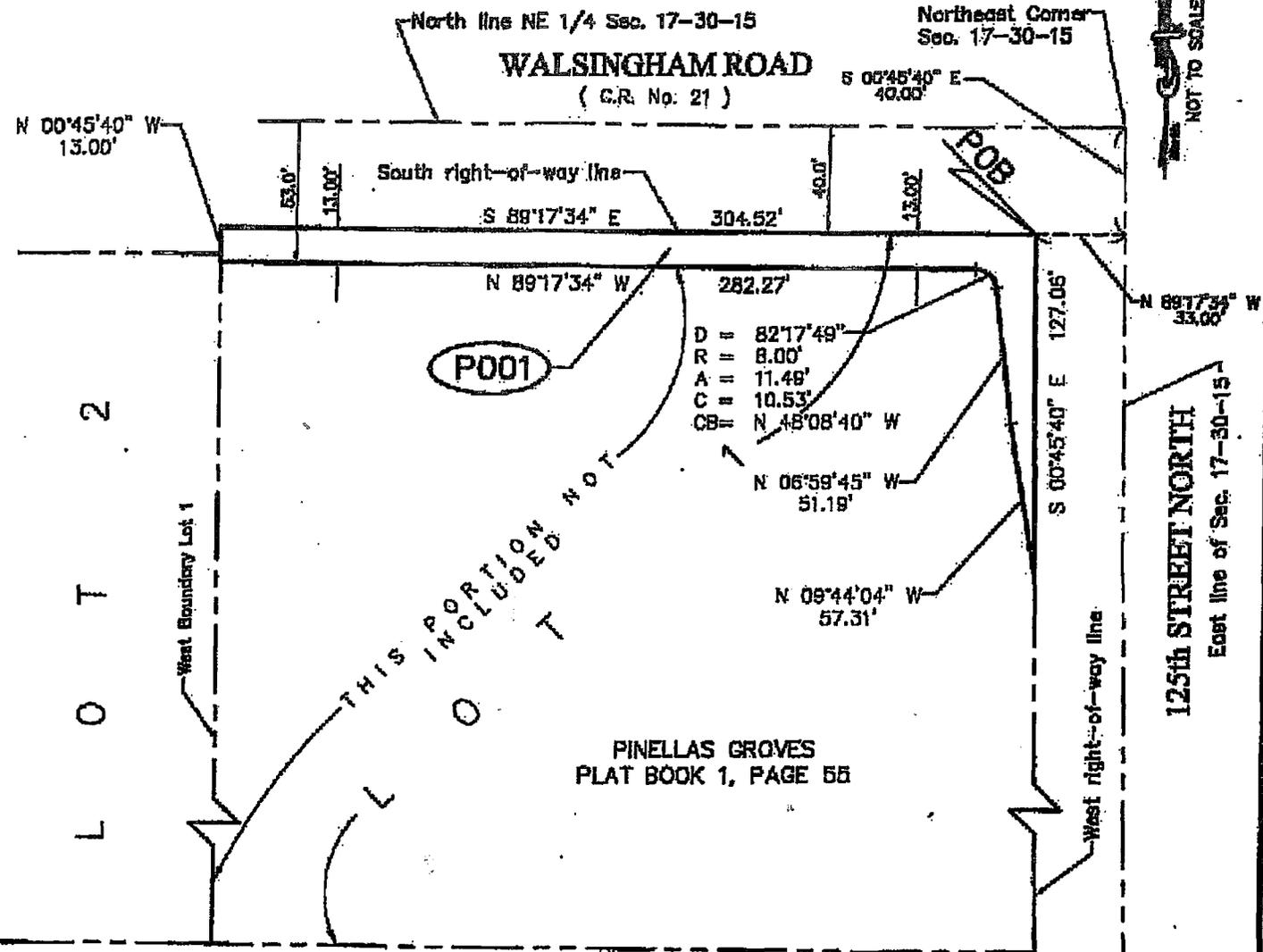
Print Name Eileen M. Clark

Commission # DD593468  
Expires September 10, 2010



# SKETCH OF LEGAL DESCRIPTION

NOT A SURVEY



**LEGEND:**

P.O.B.	=	Point of Beginning
C/L	=	Centerline
(P)	=	Plat Dimension
(D)	=	Deed Dimension
(C)	=	Calculated dimension
(F)	=	Field Dimension
D	=	Delta Angle
R	=	Radius
A	=	Length of Arc
C	=	Chord Distance
CB	=	Chord Bearing
P.B.	=	Plat Book
PG.	=	Page
O.R.	=	Official Records
Find.	=	Found
I.R.	=	Iron Rod
CM	=	Concrete Monument
San.	=	Sanitary
LP	=	Light Pole
U.D.	=	Underdrain
C.O.	=	Cleanout
FH	=	Fire Hydrant
GV	=	Gate Valve
TECO	=	Tampa Electric Company
FDC	=	Fiber Optic Cable
Sq.	=	Square
Ft.	=	Feet
C.R.	=	County Road
Sec.	=	Section

**SURVEYOR'S NOTES:**

- 1.) Except as specifically stated or shown on this plat, this sketch does not purport to reflect any of the following which may be applicable to the subject property: easements, other than those furnished, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations, and any other facts that an accurate and current title search may disclose.
- 2.) This description sketch or copies thereof are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and mapper. Additions or deletions to description sketch by other than the signing is prohibited without the written consent of the signing party.
- 3.) This document must be compared to the certified hard copy issued with the original signature, imprinted embossed seal and date to insure the accuracy of the information and to further insure that no changes, alterations or modification have been made. No reliance should be made on a document transmitted by computer or other electronic means unless first compared to the original sealed document issued at the time of the survey.
- 4.) This is not a boundary survey.
- 5.) Notes of this sketch are incorporated in certification by reference.
- 6.) For the purpose of this sketch the South right-of-way line of Walsingham Road bears S 89°17'34" E.

Revision: 07/30/07 - Revised Legal  
09/12/07 - Add Parcel Number

*Margaret Poole Rutland*  
MARGARET POOLE RUTLAND, F.L.S. # 5315  
PENINSULA DESIGN & ENGINEERING, INC.  
3920 PREMIER NORTH DRIVE  
TAMPA, FLORIDA 33618  
PHONE # (813) 814-4280 FAX # (813) 814-4281  
L.E. # 6459



**P001  
WALSINGHAM ROAD**

**PENINSULA  
DESIGN & ENGINEERING, INC.**  
3920 PREMIER NORTH DRIVE TAMPA, FLORIDA 33618  
PHONE # (813) 814-4280 FAX # (813) 814-4281

**EXHIBIT B**

**(RESERVATION OF SELLER'S TRANSMISSION EASEMENT)**

SUBJECT TO AND RESERVING from the above-described Property, the right, privilege, and easement for PEF, its affiliates, successors, and assigns, to go in and upon said Property to construct, install, operate, utilize, inspect, rebuild, repair, replace, remove, and maintain overhead and/or underground facilities consisting of electric, communication, or other related facilities within an easement area hereinafter defined, and together with the right to do all things necessary or convenient thereto, including the following:

(a) the right of officers, agents, and workmen of PEF and its contractors to go to and from said easement area at all times over the above-described Property by such route or routes, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable; provided that, except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from said easement area; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said facilities for the purpose aforesaid. PEF acknowledges and agrees that its use of the Easement Area shall not unreasonably interfere with the safe and legally compliant use of the subject property for public sidewalk purposes;

(b) the right to install and maintain line stabilizing facilities within said easement area including guy wires, anchors and appurtenant devices, line grounding facilities, and counterpoise wires of line shielding facilities;

(c) the right to clear, and keep cleared, from said easement area all buildings and any other structures (other than ordinary fences, but when PEF desires such fences may be opened and re-closed or temporarily removed and replaced, or PEF may provide suitable gates therein) and all trees, undergrowth, stumps, and roots, and to use: (1) chemicals, which are not injurious to human beings, domestic animals, fish, or game (2) machinery, and (3) other forms of equipment and devices in so doing;

(d) the right to trim, cut and keep clear trees, limbs and undergrowth within said Easement Area and the right to cut down at any time and from time to time, in PEF's sole discretion, any dead, diseased, damaged or leaning tree standing outside the Easement Area (also known as a "danger tree") which may interfere with or endanger the transmission and distribution lines and related facilities, together with the right to cut and remove any limb or any part thereof of any tree standing outside the Easement Area when such limb, or any part thereof, protrudes or is likely to protrude into the Easement Area; and

(e) the right to construct, install, operate, utilize, inspect, rebuild, repair, replace, remove, and maintain structures, wires, cables, lines, conduits, markers, and other appurtenant

devices in conjunction with said facilities, together with the right to intermingle and interchange the one with the other, and to alter, substitute for, and add other devices from time to time as PEF may deem advisable.

The easement area herein reserved by PEF is located over the entire area granted to the County as more particularly described in Exhibit "A".

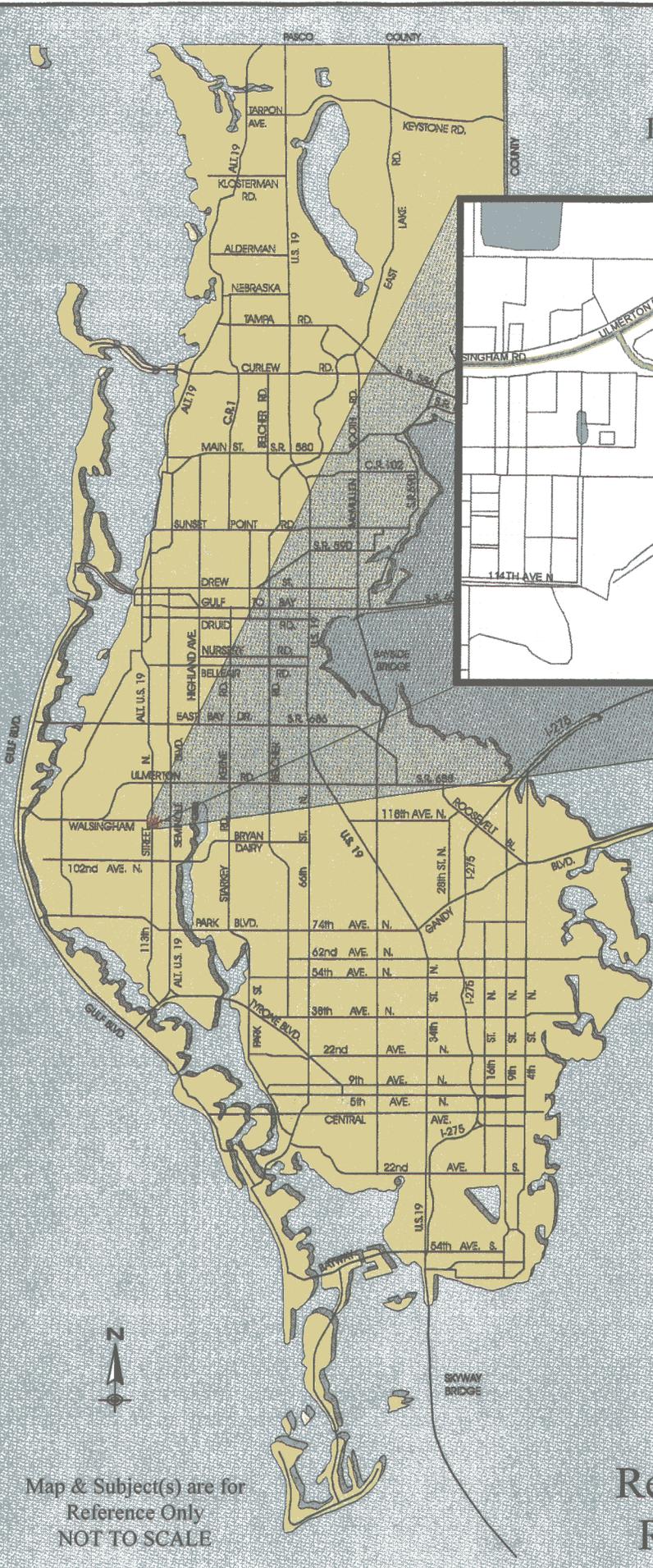
It is understood and agreed by the Grantee that: (1) in the initial clearing of said easement area, any tree cut within said easement area and any danger tree, as defined in paragraph (d) above, cut outside of said easement area shall belong to and may be removed by PEF, provided that if any tree is not removed by PEF within a reasonable period of time after being cut, then such tree shall belong to the Grantee; (2) after the initial clearing of said easement area, any tree cut shall belong to the Grantee; and (3) the above consideration includes payment for cutting and trimming all trees and no future compensation shall be paid by PEF for any trees cut or trimmed as defined in this Quit Claim Deed with Easement Reservation.

The Grantee shall have the right to use the parcel(s) of land over which said easement area and easement rights are hereby reserved unto PEF for all purposes not inconsistent with said easement rights, National Electrical Safety Code, PEF specifications, or any federal, state, or local law, rule, or regulation, provided that PEF and the Grantee agree that: (1) notwithstanding anything to the contrary herein, the Grantee shall give written notification to PEF and the Grantee shall obtain written approval from PEF prior to any activity as defined in items (2)–(6) of this paragraph; (2) the clearance between any overhead facilities and the surface of the ground shall not be reduced by grading or any other work and any slopes within said easement area shall be no greater than a one to four (1:4) ratio; (3) if streets, roads, or water or sewer lines are constructed across said easement area, they shall be located at an angle of more than forty-five (45) degrees between the center line of said streets, roads, or water or sewer lines and the center line of said easement area, and shall be located more than thirty (30) feet from any structure or anchor installed by PEF, and the outside limit of any cut or fill shall be more than thirty (30) feet from said structures or anchors; (4) future fences shall

not exceed eight (8) feet in height and have minimum sixteen (16) foot wide gate(s) installed by the Grantee so that PEF can have unimpeded access along said easement area; (5) if, under limited circumstances and pursuant to PEF conditions and/or specifications, the Grantee desires to install future improvements within said easement area, then the requested improvements shall not adversely affect, in PEF's sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of PEF's facilities and PEF shall not be liable for damages to said future improvements installed within said easement area; (6) the Grantee shall not do anything to: (a) interfere with PEF's access or maintenance to its facilities, or (b) endanger the safety of the Grantee, PEF, or the general public; (7) under no circumstances shall permanent or immovable buildings, mobile homes, wells, septic tanks and/or related drainfields, swimming pools, absorption pits, air strips, underground vaults, burial grounds, or burning be allowed upon or within said easement area; (8) PEF reserves the right to construct future facilities within said easement area and the Grantee shall not interfere with or object to the construction of said future facilities; and (9) all facilities installed by PEF shall be and remain the property of PEF and may be removed by it at any time and from time to time.

PEF agrees that it shall be responsible for actual damages to improvements (if any) that existed prior to this Quit Claim Deed with Easement Reservation caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said easement area, and shall be responsible for any extraordinary damage to any road due to heavy hauling to and from said easement area, if claim is made within sixty (60) days after such damages are sustained.

Quit Claim Deed  
12600 Walsingham Road  
Parcel No.: 17/30/15/70632/100/0100



Map & Subject(s) are for  
Reference Only  
NOT TO SCALE

Pinellas County  
Real Estate Management  
Real Property Division