



City of Largo Agenda Item 10

Meeting Date
09/04/18

Presenter: Henry P. Schubert, City Manager

Department: AD – Administration

TITLE:

APPROVAL OF A TEMPORARY DUKE ENERGY UTILITY EASEMENT AT THE LARGO MUNICIPAL GOLF COURSE

Duke Energy is implementing a Targeted Underground Program (TUG) within their service area. They have identified customers who frequently experience service interruptions during storm events. In such areas they are relocating service from above ground poles to underground facilities. One such area is adjacent to the Largo Golf Course and the church to the east on Walsingham Road. Duke Energy staff met with City staff and requested the granting of an easement along the east boundary of our golf course north of Walsingham Road. The exact location of the new underground cable will be determined in the field based on any obstacles that may be present. The attached temporary easement would provide permission for the installation of the new cable. After installation, a permanent easement with the exact cable location will then be presented to the City Commission for approval.

Budgeted Amount: \$0.00 **Budget Page No(s):** NA **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: Not applicable

Funding Source(s): NA **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:** N/A

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A **Not Applicable**

Potential Motion/Direction Requested: I MOVE TO APPROVE/DISAPPROVE A TEMPORARY UTILITY EASEMENT WITH DUKE ENERGY AT THE LARGO MUNICIPAL GOLF COURSE

Staff Contact: Henry Schubert 586-7454 hschuber@largo.com

Attachments: Temporary Easement Agreement

Pinellas County, FL
Work Request #: 27686147
Address: 12500 Vonn Road, Largo, FL 33774
STR: Section: 8; Township: 30 S; Range: 15 E

TEMPORARY INGRESS, EGRESS, AND CONSTRUCTION EASEMENT

THIS TEMPORARY INGRESS, EGRESS, AND CONSTRUCTION EASEMENT ("Temporary Easement") is made and entered into this ___ day of ___, 2018, from CITY OF LARGO, FLORIDA, a municipal corporation, whose address is 201 Highland Avenue, Largo, Florida 33770 ("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 temporary right of ingress and egress over the Easement Area, to install underground utility facilities as shown on Exhibit A attached hereto, for providing electric energy and for communication purposes under, upon, through and within the following described lands in Pinellas County, Florida, and referred to hereinafter as the Temporary Easement Area to wit:

A 10.00 foot wide area lying 5.00 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, under, upon, across, through and within the following described property to accommodate present and future development:

Lot 1, Block 1, LARGO GOLF COURSE SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 117, Pages 37 and 38, Public Records of Pinellas County, Florida.

Tax Parcel Number: 08-30-15-50127-001-0010

This Temporary Easement shall terminate and be of no further force or effect upon final completion of the installation of the underground utility facilities as shown on Exhibit A hereto in accordance with the engineering design, or December 31 2019, whichever is earlier. If installation of the underground utility facilities as shown on Exhibit A hereto are finally complete prior to December 31, 2019, then this Temporary Easement will be replaced by a permanent, non-exclusive easement mutually agreed to by Grantor and Grantee.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Temporary 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 Temporary Easement during its term. 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 hereunto affixed its hands and seals this _____ day of _____, 2018.

Prepared By: Bruce C. Crawford, Esquire
10901 Danka Circle, Suite C
St. Petersburg, Florida 33716

Return To: Duke Energy
Attn: Land Services
2166 Palmetto Street, CW-13
Clearwater, Florida 33765

WITNESSES:

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Attest:

Diane Bruner, City Clerk

Reviewed and Approved:

Alan S. Zimmet
Alan S. Zimmet, City Attorney

(Names must be typed or printed under each signature)

State of Florida)
) ss
County of _____)

GRANTOR(s):

CITY OF LARGO, FLORIDA
Company Name

Signature

Henry Schubert, City Manager

Grantor(s) mailing address:

The foregoing Easement was acknowledged before me this _____ day of _____, 2018,
by _____ who is/are personally
known to me or who has/have produced _____ as identification.

NOTARY SEAL

Notary Public