




June 15, 2015

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Duke Energy Easement at Wakulla Environmental Institute

Item Description

This item requests Board of Trustees approval for a permanent easement to Duke Energy for the electrical service entrance for the Wakulla Environmental Institute.

Overview and Background

Duke Energy requires a permanent utility easement for the electrical service entrance on TCC property for the Wakulla Environmental Institute. Any request to "purchase, own, convey, sell, lease, trade and encumber real property" is brought forward for Board action in accordance with SREF Section 1.4. The easement path is consistent with the master utility plans, and will not hinder future development of the campus.

Past Actions by the Board

The Board previously approved a permanent utility easement on TCC's main campus at the June 18, 2012 meeting.

Funding/Financial Implications

None

Staff Resource

Bobby Jones

Recommended Action

Approve the Duke Energy request for a permanent electrical easement at Wakulla Environmental Institute.

Wakulla County, Florida
Work Request #: 978068
Address: Crawfordville, FL 32327
STR: 13-04S-02W, 00-00-86

EASEMENT

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____ ("Effective Date"), from DISTRICT BOARD OF TRUSTEES, TALLAHASSEE COMMUNITY COLLEGE, FLORIDA ("GRANTOR,") whether one or more) to DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida corporation, 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 Wakulla 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:

See Legal Description on the accompanying Exhibit "A" attached hereto and incorporated herein by this reference.

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.

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 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

This document prepared by Kristy Parker, Esq.
Return to Grantee's address: Duke Energy - Land Services
452 E. Crown Point Road, WG13
Winter Garden, FL 34787

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.

REST OF THE PAGE
INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 20____ and is effective as of the Effective Date herein.

GRANTOR:
District Board of Trustees, Tallahassee
Community College, Florida

Name of Corporation

ATTEST:

Vice-Chairperson

Chairperson

Print or Type Name

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:
444 Appleyard Drive

Tallahassee, FL 32304

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 20____, by _____ and _____, of the District Board of Trustees, Tallahassee Community College, Florida, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

EXHIBIT "A"
Legal Description

Tax Parcel Number: 00-00-086-000-11582-002:

The Southerly portion of that property as described in Official Records Book 223, Page 807 of the Public Records of Wakulla County, Florida being more particularly described by a recent field survey as follows:

Commence at a concrete monument (marked #2919) marking the Northeast corner of the Southeast quarter of Section 13, Township 4 South, Range 2 West Wakulla County, Florida, thence run South 00 degrees 02 minutes 45 seconds East 517.07 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 00 degrees 02 minutes 45 seconds East 1031.54 feet, thence run North 89 degrees 56 minutes 24 seconds East 280.51 feet to an iron rod, thence run North 00 degrees 02 minutes 45 seconds West 1031.54 feet to an iron rod, thence run South 89 degrees 56 minutes 24 seconds West 280.51 feet to the POINT OF BEGINNING containing 6.64 acres more or less.

Tax Parcel Number: 00-00-086-000-11582-003:

A portion of that property as described in Official Records Book 874, Page 371 of the Public Records of Wakulla County, Florida being more particularly described by a recent field survey as follows:

Commence at a concrete monument (marked #2919) marking the Northeast corner of the Southeast quarter of Section 13, Township 4 South, Range 2 West, Wakulla County, Florida and run North 00 degrees 04 minutes 19 seconds West 131.48 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING run North 89 degrees 56 minutes 24 seconds East 692.62 feet to an iron rod and cap (marked #7160), thence run South 00 degrees 02 minutes 30 seconds East 660.03 feet to an iron rod and cap (marked #7160), thence run South 89 degrees 56 minutes 24 seconds West 412.00 feet to an iron rod, thence run South 00 degrees 02 minutes 45 seconds East 1031.54 feet to an iron rod, thence run South 89 degrees 56 minutes 24 seconds West 280.51 feet, thence run South 00 degrees 02 minutes 45 seconds East 834.41 feet to a found axle, thence run North 73 degrees 19 minutes 15 seconds East 1530.70 feet, to an iron rod and cap (marked #6475), thence run North 02 degrees 28 minutes 19 seconds East 3936.31 feet to a concrete monument (marked #2919) lying on the edge of Swirl Swamp, thence run Southwesterly along said swamp's edge the following (10) ten courses: South 62 degrees 24 minutes 10 seconds West 133.46 feet to a concrete monument (marked #2919), South 75 degrees 52 minutes 52 seconds West 286.06 feet to a concrete monument (marked #2919), South 45 degrees 44 minutes 10 seconds West 153.07 feet to a concrete monument (marked #2919), South 70 degrees 44 minutes 30 seconds West 191.17 feet to a concrete monument (marked #2919), South 46 degrees 24 minutes 21 seconds West 244.13 feet to a concrete monument (marked #2919), South 83 degrees 15 minutes 56 seconds West 125.76 feet to a concrete monument (marked #2919), South 25 degrees 36 minutes 41 seconds West 97.48 feet to a concrete monument (marked #2919), South 83 degrees 53 minutes 42 seconds West 107.30 feet to a concrete monument (marked #2919), North 82 degrees 49 minutes 38 seconds West 213.46 feet to a concrete monument (marked #2919), South 70 degrees 15 minutes 37 seconds West 281.30 feet to a concrete monument (marked #2919), thence leaving said swamp's edge run South 00 degrees 04 minutes 19 seconds East 594.67 feet to the POINT OF BEGINNING containing 94.52 acres, more or less.

This document prepared by Kristy Parker, Esq.
Return to Grantee's address: Duke Energy - Land Services
452 E. Crown Point Road, WG13
Winter Garden, FL 34787